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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**Form 6-K**

**REPORT OF FOREIGN PRIVATE ISSUER  
PURSUANT TO RULE 13a-16 OR 15d-16  
UNDER THE SECURITIES EXCHANGE ACT OF 1934**

**For the month of February 2024**

**Commission File Number: 001-40678**

**EUDA Health Holdings Limited**

(Exact Name of Registrant as Specified in its Charter)

1 Pemimpin Drive #12-07

One Pemimpin Singapore 576151

(Address of Principal Executive Offices and Zip Code)

Registrant's telephone number, including area code: +65 6268 6821

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F. Form 20-F  Form 40-F

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1):

Note: Regulation S-T Rule 101(b)(1) only permits the submission in paper of a Form 6-K if submitted solely to provide an attached annual report to security holders.

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7):

Note: Regulation S-T Rule 101(b)(7) only permits the submission in paper of a Form 6-K if submitted to furnish a report or other document that the registrant foreign private issuer must furnish and make public under the laws of the jurisdiction in which the registrant is incorporated, domiciled or legally organized (the registrant's "home country"), or under the rules of the home country exchange on which the registrant's securities are traded, as long as the report or other document is not a press release, is not required to be and has not been distributed to the registrant's security holders, and, if discussing a material event, has already been the subject of a Form 6-K submission or other Commission filing on EDGAR.

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In connection with the closing of the business combination between EUDA Health Holdings Limited (“EUDA” and the “Company”) and 8i Acquisition 2 Corp., a BVI business company in November 2022, the Company issued to Maxim Group LLC (the “Holder”) a convertible promissory note in the aggregate amount of \$2,113,125 (the “Note”). The Note bears no interest and at the option of the Holder, may convert into shares of the Company at the fixed conversion price of \$5.00 per share. On February 29, 2024, the Company and the Holder entered into an amendment of the Note (the “Note Amendment”) pursuant to which the Holder has agreed not to exercise the “Voluntary Conversion” provision of the Note. The Note Amendment provides for, among other things, change of the maturity date from November 17, 2023 to July 31, 2024, and that in the event that any amounts due under the Note remain outstanding on July 31, 2024, such amounts will automatically convert into the Company’s ordinary shares at the fixed conversion price of \$1.50 per share.

#### Exhibit Index

10.1 [Amendment No. 1 to Convertible Promissory Note dated February 29, 2024](#)

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, hereunto duly authorized.

Dated: March 5, 2024

**EUDA Health Holdings Limited**

By: /s/ Wei Wen Kelvin Chen

Name: Wei Wen Kelvin Chen

Title: Chief Executive Officer

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**AMENDMENT NO. 1 TO  
CONVERTIBLE PROMISSORY NOTE**

This First Amendment (the “**Amendment**”) to the convertible promissory note of EUDA Health Holdings Limited, Inc. (the “**Company**”), dated November 17, 2022 (the “**Note**”) is made and entered into as of February 29, 2024 by and between the Company and the Holder, Maxim Group LLC (“**Maxim**”). The Company and Maxim are herein collectively referred to as the “**Parties**” with each individually being a “**Party**.”

**WITNESSETH:**

**WHEREAS**, the Parties desire to modify certain terms of the Note, all as more fully described herein.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Definitions.** Capitalized terms used and not otherwise defined herein shall have the meaning ascribed to such terms in the Note.

2. **Amendments.** The Note is hereby amended as follows:

(i) The definition of “Maturity Date” is hereby changed from “November 17, 2023” to “July 31, 2024.”

(ii) Maxim hereby agrees that it shall not exercise Voluntary Conversion pursuant to Section 4(a) of the Note and that, in the event any amounts due under the Note remain outstanding on the Maturity Date, such amounts shall automatically convert into shares at a conversion price of \$1.50 per share, up to an aggregate of 1,408,750 shares.

(iii) The following is hereby added to the Note as Section 9(l):

The Company represents, covenants and warrants that, with respect to the Conversion Shares, if any such shares have not been registered for resale on a registration statement which has been declared effective by the Securities and Exchange Commission, then the Company shall, within two (2) business days of such automatic conversion, deliver to Company’s transfer agent an opinion of Company’s counsel to remove any restrictive legend from such Conversion Shares pursuant to Rule 144 of the Securities and Exchange Commission promulgated under the Securities Act (“**Rule 144**”), assuming that all other conditions under Rule 144 are met. If, however, that the conditions for removal of the restrictive legend under Rule 144 have not been met, then Holder shall have unlimited demand registration rights to demand that the Company file (at Maxim’s expense) a registration statement covering the resale of such Conversion Shares as soon as practicable (but in no event more than thirty (30) days) following Maxim’s request, and the Company shall use its best efforts to promptly secure effectiveness of such registration statement.

3. **Reference to and Effect on the Note.** Except as specifically modified or amended by the terms of this Amendment, the Note and all provisions contained therein are, and shall continue, in full force and effect and are hereby ratified and confirmed. All references in the Note to itself shall be deemed references to the Note as amended hereby. In the event of any inconsistency between the terms of the Note and this Amendment, the terms of this Amendment shall prevail.

4. **Counterparts.** This Amendment may be executed in any number of separate counterparts, each of which shall be deemed an original and all of which shall be deemed to be one and the same instrument.

5. **Governing Law.** This Amendment shall be governed by the laws of New York without regard to principles of conflict of laws.

6. **Successors and Assigns.** This Amendment shall be binding upon the parties and their respective successors and assigns.

7. **Headings.** Headings in this Amendment are included for convenience of reference purposes only and shall not constitute a part of this Amendment for any other purpose.

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IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the day and year first above written..

**EUDA HEALTH HOLDINGS LIMITED**

By: /s/ Kelvin Chen  
Name: Kelvin Chen  
Title: Chief Executive Officer

**MAXIM GROUP LLC**

By: /s/ Clifford A. Teller  
Name: Clifford A. Teller  
Title: Co-President

By: /s/ Alex Jin  
Name: Alex Jin  
Title: Managing Director

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