
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 July 2022

Commission File Number: 001-38764

APTORUM GROUP LIMITED

17 Hanover Square
London W1S 1BN, United Kingdom
(Address of principal executive offices)

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):

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):

Last week, Ms. Sabrina Khan resigned from her position as Aptorum Group Limited's (the "Company") Chief Financial Officer, due to personal reasons. Mr. Martin Siu will replace Ms. Khan as the Company's Head of Finance on that same date. Ms. Khan's resignation is not as a result of any disagreement with the Company relating to its operations, policies or practices. Ms. Khan will continue to serve out her remaining notice period at the Company and the Board is grateful for her significant contribution to the Company over the years. Ms. Khan, through her personal service company, will remain as a strategic consultant to the Company.

The Board is very pleased to appoint Mr. Siu as the Company's new Head of Finance. Mr. Siu is a certified public account with a Bachelor of Business Administration majoring in accounting. Mr. Siu has over 19 years' experience in the field of audit and regulatory consultancy and has supported a number of listed companies over the years. Mr. Siu will be serving his newly appointed role from the United Kingdom and his appointment as Head of Finance ensures continuity in the Company going forward. Mr. Siu is being appointed pursuant to an Operations Services & Secondment Agreement between Aptus Management Limited and MG Consultancy Limited ("MG"), through which Mr. Siu provides his services. MG charges an initial monthly fee of approximately USD7,600, which may be increased to approximately USD12,700 during the term of the agreement. The agreement has a three-year term, which will automatically renew for additional one-year terms, unless earlier terminated by either party with one-month written notice.

Mr. Darren Lui, currently Chief Executive Officer, will also be taking over as chief accounting officer of the Company. Mr. Lui is a qualified chartered accountant.

The information in this Form 6-K, including the exhibits shall not be deemed to be "filed" for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and shall not be incorporated by reference into any filing under the Securities Act of 1933, as amended, except as shall be expressly set forth by specific reference in such filing.

This Form 6-K is hereby incorporated by reference into the registration statements of the Company on Form S-8 (Registration Number 333-232591) and Form F-3 (Registration Number 333-235819) and into each prospectus outstanding under the foregoing registration statements, to the extent not superseded by documents or reports subsequently filed or furnished by the Company under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended.

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.0	<u>Operations Services & Secondment Agreement between Aptus Management Limited and MG Consultancy Limited</u>

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, thereunto duly authorized.

Aptorum Group Limited

Date: July 11, 2022

By: /s/ Darren Lui

Name: Darren Lui

Title: Chief Executive Officer



30 June 2022

MG Consultancy Limited
Rm 1305, 13/F., Leader Commercial Building,
54-56 Hillwood Road, Tsim Sha Tsui, Kowloon
Hong Kong

Operations Services & Secondment Agreement

We are pleased and welcome the acceptance of MG Consultancy Limited ("MG"), with its business address at Rm 1305, 13/F., Leader Commercial Building, 54-56 Hillwood Road, Tsim Sha Tsui, Kowloon, Hong Kong to enter into this Operations Services & Secondment Agreement (**the "Agreement"**) with **Aptus Management Limited (the "Company")**, a wholly-owned subsidiary company of **Aptorum Group Limited (the "Group")**. The Company is incorporated with limited liabilities under the laws of Hong Kong SAR, with its registered address at Unit 232, Building 12W, Hong Kong Science Park, N.T., Hong Kong.

The following seeks to illustrate the context of the Agreement and the services to be rendered by MG Consultancy Services and its representatives and/or secondees for the Group, and the terms and conditions as set out herewith.

1. The Group

Aptorum Group Limited and its affiliates focus on the licensing of, and acquisition of early-stage preclinical assets with the intention to engage in drug research, development, and commercialization purposes. Assets are acquired via open and public platforms such as the technology transfer offices of accredited universities and academic institutions.

2. Scope of Services

- (a) MG will provide consultancy, management, and advisory services for the Group in supporting day-to-day business activities specialized in Financial Management, Compliance monitoring, Human Resource Management, and miscellaneous support services. (the "Services")
- (b) MG will second Mr. Martin Siu to act as the Head of Finance who will be responsible for all financial activity, such as financial reporting, treasury, working with auditor, in charge of all matters of accounting and regulatory compliance.
- (c) MG will second Ms. Marianna Wong to act as the General Manager to oversight all aspects of operations activities of the group.
- (d) MG will second one compliance officer who ensuring that all corporate processes and procedures comply with the law.
- (e) MG and its representative will conduct workflow processes review and assessment for the Group and the Company by request. Provide recommendations and solutions to senior management after the review.
- (f) MG shall utilize the highest professional standards of practice in performing its services under this Agreement and shall comply with all applicable laws and regulations.

3. Effective Date

This agreement shall become effective on 11 July 2022 (The Effective Date).

4. Service Fees and Expenses

- (a) MG will charge a monthly service fee of HK\$ 60,000.00 as associated to Services to be rendered as described under the Scope of Services. The fee is to be charged in arrears before 25th day of each calendar month upon presentation of invoice, commencing on the first calendar month as first depicted by the Effective Date (as pro-rated).
- (b) The Company and MG agree that the Service Fee may be subsequently amended during the Term subject to mutual agreement between both parties. It is agreed by both parties that the Service Fee may be adjusted upwards, subject to the business circumstances and service needs through the Term up to HK\$ 100,000.00 per month.

5. Expense Reimbursements

MG is entitled to apply for reimbursement to expense outlays from time to time, deriving from expenses such as traveling and transportation costs, accommodation cost, and other expenses where reasonably incurred in relation to its representative(s) and/or secondee(s) rendering said services for the Group and its subsidiaries.

6. Privacy of Information

- (a) MG and its representative(s) shall not except as authorized by the Group or its affiliates, or required by your responsibilities reveal to any person or company any of the trade secrets or any information concerning the organization, business, finances, transactions or affairs of the Group which may come to the knowledge during the contract with the Group and shall keep with complete secrecy confidential information entrusted to MG or its representative(s) and shall not use or attempt to use any such information in any manner which may injure or cause loss either directly or indirectly to the Group or may be likely to do so. This restriction shall continue to apply if and when after the termination of this appointment without limit in time.
- (b) MG and its representative(s) shall not either during the period of this appointment or afterwards use or permit to be used any books, documents, moneys, assets, records or other property belonging to or relating to any dealings, affair or business of the Group other than for the benefit of the Group. MG shall immediately deliver and return to the Group all such books, documents, monies, securities, records or other property which MG then have or should have in its possession upon termination of this appointment hereunder.
- (c) The Group, however, agrees to provide MG in good faith with any information concerning areas of interest and relevance of the Group as required by MG in order to fulfill the Scope of Services for the Group.

7. Indemnity

The Company and MG agree to fully indemnify and keep fully indemnified the other party on demand against all actions, claims, costs, liabilities, and losses that are made, suffered or incurred as a consequence of, or which relate to or arise directly or indirectly from the other party's failure to perform its obligations hereunder.

8. Confidentiality

- (a) MG and its representatives(s) and/or secondees(s) shall comply with the Group's Confidentiality and intellectual Property Policies with respect to the provision of Services herein.
- (b) MG and its representative(s) and/or secondees(s) shall not except s authorized by the Group or its affiliates, or required by your responsibilities reveal to any person or company any of the trade secrets or any information concerning the organization, business, finances, transactions or affairs of the Group which may come to the knowledge during the contract with the Group and shall keep with complete secrecy confidential information entrusted to MG or its representative(s) and/or secondees(s) and shall not use or attempt to use any such information in any manner which may injure or cause loss either directly or indirectly to the Group or may be likely to do so. This restriction shall continue to apply if and when after the termination of this appointment without limit in time.
- (c) MG and its representative(s) and/or secondees(s) shall not either during the period of this appointment or afterwards use or permit to be used any books, documents, moneys, assets, records or other property belonging to or relating to any dealings affair or business of the Group other than for the benefit of the Group. MG shall immediately deliver and return to the Group all such books, documents, monies, securities, records or other property which MG then have or should have in its possession upon termination of this appointment hereunder.
- (d) The Group, however, agrees to provide MG in good faith with any information concerning areas of interest and relevance of the Group as required by MG in order to fulfill the Services for the Group.

9. Insider Trading

Secondee(s) assigned from MG who have or may have access to material information of the Group are required to acknowledge and comply with the Group's Insider Trading Policy (and as amended from time to time)

10. Term and Termination

The term of this Agreement (the "Term") shall be effective for a period of three (3) years from the Effective Date ("Term"). Thereafter, this Term shall be automatically renewed for successive one (1) year terms thereafter until and unless either you or we issue a written notice at least one (1) month before the end of the initial or any renewed Term.

Notwithstanding the above, the terms and conditions of this Agreement shall remain in effect until expiration of the Term, unless is terminated prior to expiration by either party by giving the other party a written notice of one (1) month in advance.

11. Counterparts

This Agreement may be executed in any number of counterparts, which may be delivered by electronic mail in PDF or another electronic format, and each of which will be deemed an original but all of which together shall constitute one and the same instrument.

12. Governing Law

Unless otherwise provided in this Agreement, the terms and conditions herein shall be governed and interpreted by the laws of Hong Kong SAR.

[Signature page to follow]



The undersigned hereby agrees to adhere to the aforementioned terms of this Agreement commencing on the Effective Date.

Yours sincerely,

**ON BEHALF OF
APTUS MANAGEMENT LIMITED**
(A member of Aptorum Group)

Authorized Signature:

Name:

Date: 2022

**ON BEHALF OF
MG CONSULTANCY LIMITED**

/s/ Lam Kwok Fu

Name: Lam Kwok Fu

Position: Director

Date: 2022