
**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 October 2019

Commission File Number: 001-38806

Jiayin Group Inc.

**26th Floor, Building No. 1, Youyou Century Plaza,
428 South Yanggao Road,
Pudong New Area, Shanghai 200122
People's Republic of China
(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):

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
Exhibit 99.1	Press Release: Jiayin Announces Transaction Price for Equity Transfer
Exhibit 99.2	Agreement among Shenzhen Rongxinbao Non-financial Guarantee Co., Ltd., Shanghai Niwodai Internet Finance Information Services Co., Ltd. and Shanghai Jiayin Finance Services Co., Ltd. dated October 16, 2019 (English Translation)

SIGNATURE

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.

Jiayin Group Inc.

By: /s/ Dinggui Yan

Name: Dinggui Yan

Title: Director and Chief Executive Officer

Date: October 24, 2019

Jiayin Announces Transaction Price for Equity Transfer

SHANGHAI, October 24, 2019 (GLOBE NEWSWIRE) — Jiayin Group Inc. (“Jiayin” or “the Company”) (NASDAQ: JFIN), a leading online individual finance marketplace in China, today announced that the transaction price has been determined for the previously announced transfer of all equity interests (the “Equity Transfer”) of Shanghai Caiyin Asset Management Co., Ltd. (“Shanghai Caiyin”) from Shanghai Jiayin Finance Services Co., Ltd (“Shanghai Jiayin”) to Shenzhen Rongxinbao Non-Financial Guarantee Co., Ltd. (“Shenzhen Rongxinbao”), an independent third-party guarantee company under the equity transfer agreement (“Equity Transfer Agreement”) entered into by and among Shanghai Niwodai Internet Finance Information Service Co., Ltd. (“Niwodai Internet”), a consolidated affiliated entity of the Company, Shenzhen Rongxinbao and Shanghai Jiayin on September 16, 2019. For more information on the Equity Transfer, see the Company’s press release furnished to the SEC on Form 6-K, including relevant exhibits, dated September 16, 2019.

Under a settlement agreement (the “Settlement Agreement”) entered into by Shenzhen Rongxinbao, Niwodai Internet and Shanghai Jiayin on October 16, 2019, the total transaction price for the Equity Transfer is up to RMB1,078.7 million (US\$152.3 million), among which RMB372.1 million (US\$52.6 million) is contingent upon Shanghai Caiyin’s liability status in the period proceeding December 31, 2022 and subject to certain adjustments. The total transaction price was determined based on a valuation of Shanghai Caiyin’s net liabilities by a third-party valuation company as of August 31, 2019, minus Shanghai Caiyin’s payables to Niwodai Internet as of the same date. Pursuant to the Settlement Agreement, Niwodai Internet will pay all the transaction price for the Equity Transfer to Shenzhen Rongxinbao. Part of the transaction price to be paid by Niwodai Internet will be set off against Niwodai Internet’s loan to Shanghai Caiyin incurred from September 1, 2019 to October 31, 2019. The rest of the transaction price will be settled during future collaboration between Shenzhen Rongxinbao and Niwodai Internet. If, upon termination of such collaboration, any transaction price has not been fully settled, it is subject to further negotiation among parties to the Settlement Agreement.

About Jiayin Group Inc.

Jiayin Group Inc. is a leading online individual finance marketplace in China committed to facilitating effective, transparent, secure and fast connections between investors and borrowers, whose needs are underserved by traditional financial institutions. The origin of the business of the Company can be traced back to 2011. The Company operates a highly secure and open platform with a comprehensive risk management system and a proprietary and effective risk assessment model which employs advanced big data analytics and sophisticated algorithms to accurately assess the risk profiles of potential borrowers.

Exchange Rate Information

This announcement contains translations of certain RMB amounts into U.S. dollars (“US\$”) at specified rates solely for the convenience of the reader. Unless otherwise noted, all translations from RMB to U.S. dollars are made at a rate of RMB7.0805 to US\$1.00, the exchange rate set forth in the H.10 statistical release of the Board of Governors of the Federal Reserve System as of October 18, 2019. The Company makes no representation that the RMB or US\$ amounts referred could be converted into US\$ or RMB, as the case may be, at any particular rate or at all.

Safe Harbor / Forward-Looking Statements

This announcement contains forward-looking statements. These statements are made under the “safe harbor” provisions of the United States Private Securities Litigation Reform Act of 1995. These forward-looking statements can be identified by terminology such as “will,” “expects,” “anticipates,” “future,” “intends,” “plans,” “believes,” “estimates” and similar statements. The Company may also make written or oral forward-looking statements in its periodic reports to the SEC, in its annual report to shareholders, in press releases and other written materials and in oral statements made by its officers, directors or employees to third parties. Statements that are not historical facts, including statements about the Company’s beliefs and expectations, are forward-looking statements. Forward-looking statements involve inherent risks and uncertainties and are based on current expectations, assumptions, estimates and projections about the Company and the industry. Potential risks and uncertainties include, but are not limited to, those relating to the Company’s ability to retain existing investors and borrowers and attract new investors and borrowers in an effective and cost-efficient way, the Company’s ability to increase the investment volume and loan origination of loans volume facilitated through its marketplace, effectiveness of the Company’s credit assessment model and risk management system, PRC laws and regulations relating to the online individual finance industry in China, general economic conditions in China, and the Company’s ability to meet the standards necessary to maintain listing of its ADSs on the Nasdaq Stock Market or other stock exchange, including its ability to cure any non-compliance with the continued listing criteria of the Nasdaq Stock Market. All information provided in this press release is as of the date hereof, and the Company undertakes no obligation to update any forward-looking statements to reflect subsequent occurring events or circumstances, or changes in its expectations, except as may be required by law. Although the Company believes that the expectations expressed in these forward-looking statements are reasonable, it cannot assure you that its expectations will turn out to be correct, and investors are cautioned that actual results may differ materially from the anticipated results. Further information regarding risks and uncertainties faced by the Company is included in the Company’s filings with the U.S. Securities and Exchange Commission, including its registration statement on Form F-1 filed in connection with its initial public offering.

For more information, please contact:

In China:

Jiayin Group

Ms. Shelley Bai

Email: ir@niwodai.com

or

The Blueshirt Group

Ms. Susie Wang

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In the U.S.:

Ms. Julia Qian

Email: julia@blueshirtgroup.com

Agreement

Party A: Shenzhen Rongxinbao Non-financial Guarantee Co., Ltd.

Legal Representative: Gaofeng Liu

Address: Room 201, Building A, 1 Qianwan No. 1 Road, Shenzhen-Hong Kong Collaboration Area, Qianhai, Shenzhen

Party B: Shanghai Niwodai Internet Finance Information Services Co., Ltd.

Legal Representative: Dinggui Yan

Address: Building No. 1, Youyou Century Plaza, 428 South Yanggao Road, Pudong New Area, Shanghai

Party C: Shanghai Jiayin Finance Services Co., Ltd.

Legal Representative: Dinggui Yan

Address: Building No. 1, Youyou Century Plaza, 428 South Yanggao Road, Pudong New Area, Shanghai

Whereas:

1. Party A, Party B and Party C entered into an equity transfer agreement (the “**Equity Transfer Agreement**”) on September 16, 2019, pursuant to which Party C shall transfer 100% equity interests held by it in Shanghai Caiyin Asset Management Co., Ltd. (the “**Target**”) to Party A, the consideration of the equity transfer shall consist of the fixed consideration and the contingent consideration, and the calculation method for each part of the consideration has been agreed. Given the Target is currently in liability status due to business cooperation between the Target and Party B prior to April 28, 2018, the three Parties, through friendly negotiation, have agreed that the consideration of the equity transfer aforesaid shall be assumed by Party B in full, and the detailed payment method shall be agreed by the three Parties separately.

2. Party A and Party B are charging entities with respect to Niwodai platform online lending business, and in accordance with relevant agreement (such as a loan agreement or service agreement) entered into by and among the two Parties, a borrower on Niwodai platform and Niwodai, Party A shall have the obligation to repay the overdue loan on behalf of the borrower and have the right to charge relevant fees (such as the post-lending service fee and post-lending management fee), and Party B shall have the right to charge platform service fee from the borrower.

3. Party A, Party B and the Target entered into an agreement (the “**Agreement**”) on January 1, 2019, pursuant to which Party B shall provide loans to the Target from January 1, 2019 on an ongoing basis. The three Parties entered into the Termination Agreement of the Agreement on October 16, 2019, pursuant to which Party B will cease to provide loans to the Target from October 31, 2019. The transaction pricing date as agreed under the Equity Transfer Agreement in connection with the Target is August 31, 2019, and the creditor’s rights with respect to the loans provided by Party B to the Target from September 1, 2019 to October 31, 2019 are not taken into consideration when the equity transfer consideration is calculated. Therefore, Party B shall still have the creditor’s rights with respect to the loans provided to the Target from September 1, 2019 to October 31, 2019, and relevant amount during such period shall be calculated in accordance with the provisions of the Agreement.

NOW, THEREFORE, Party A, Party B and Party C, after negotiations, hereby agree on the specific amount of the equity transfer consideration under the Equity Transfer Agreement and the payment method of the equity transfer consideration payable by Party B to Party A in Pudong New Area on October 16, 2019 as follows:

1. Party A and Party C have agreed on the specific amount of the equity transfer consideration under the Equity Transfer Agreement as follows:

Given:

(1) the Target's liabilities from investor assurance program as of August 31, 2019 valued by Avista Valuation Advisory Limited ("Avista"), as the fixed consideration, was RMB706,600,731; and

(2) the "remaining liability amount" which equals to the Target's net liabilities as of August 31, 2019 valued by Avista *minus* the Target's payables to Party B and the fixed consideration set out in paragraph (1) above was RMB372,085,383, therefore, the fixed part of the equity transfer consideration under the Equity Transfer Agreement shall be RMB706,600,731, and the contingent part of the equity transfer consideration shall be the "remaining liability amount" actually paid by the Target to external parties from the execution date of the Equity Transfer Agreement to December 30, 2022, subject to the cap amount of RMB372,085,383, and the cap amount of such contingent consideration shall be varied in different years. If the Target actually pays the "remaining liability amount" to external parties from the execution date to December 30, 2020, the actual payment amount shall be part or all of the contingent consideration, subject to the cap amount of RMB372,085,383; if the Target actually pays the "remaining liability amount" to external parties from December 31, 2020 to December 30, 2021, or from December 31, 2021 to December 30, 2022, the contingent consideration for each of such years shall be RMB255,064,049 and RMB117,021,334 respectively. If the Target pays such "remaining liability amount" by instalments on yearly basis, the amount to be paid in each year shall not exceed the above yearly cap amount of the contingent consideration and the total contingent consideration shall not exceed the total amount of "remaining liability amount".

2. For the purpose of payment of the specific amount of the equity transfer consideration in Section 1 of this Agreement, Party A and Party B hereby agree, through negotiation, as follows:

(1) First, Party B shall use its creditor's rights against the Target during the period from September 1, 2019 to October 31, 2019 under the Agreement dated January 1, 2019 and the Termination Agreement dated October 16, 2019 by and among Party B, Party A and the Target to offset against relevant amount of the equity transfer consideration;

(2) Without changing the total fees payable by borrowers for loans arranged through Niwodai platform from November 1, 2019, and based on the rates charged by Party A and Party B to the borrowers respectively on December 31, 2018 (the “**Base Date**”), the remaining amount of the equity transfer consideration shall be paid by Party B to Party A through reducing the platform service fee to be received by Party B and at the same time increasing the post-lending service fee to be received by Party A under the Credit Counselling and Management Service Agreement among Party B, Party A and the borrowers. Such reduction/increase shall be made to the first phase service fee for such loan, and the reduction/increase rate shall be determined at a certain percentage of the rate of the first phase post-lending service fee to be received by Party A on the Base Date (i.e. $\text{reduced/increased fee} = \text{rate of the first phase post-lending service fee of the Base Date} \times A\%$). If the amount of fee reduced by Party B is not equal to that increased by Party A, the amount increased by Party A shall prevail. The percentage (A%) from the execution date hereof to December 2019 shall be determined by Party A and Party B on the execution date of this Agreement, and subsequently by Party A and Party B on the first day of each quarter. In principle, the percentage shall not be more than 100%. If Party A cannot recover the increased part of post-lending service fee due to the default of the borrower, the loss arising therefrom shall be borne by Party B, and such part shall not be offset against the equity consideration payable by Party B but recognized as outstanding equity consideration. The calculation thereof is cumulative and payment of the equity consideration shall be deemed completed until it is fully offset. If the equity consideration has not been fully offset as of the termination of Party A’s and Party B’s Niwodai platform online lending businesses, Party B shall continue to perform the obligation to pay the remaining equity consideration to Party A, and the payment method will be separately negotiated and agreed by Party A and Party B in a written supplementary agreement.

3. Except for fees that Party A has the right to charge to a borrower under relevant agreement, Party A shall not collect in any way any amount repaid by the borrower under relevant agreement. Otherwise, all losses thereby caused shall be borne by Party A.

4. This Agreement shall automatically terminate after the fixed consideration and the contingent consideration (which contingent consideration is required to be paid) of the equity transfer consideration under the Equity Transfer Agreement have been fully paid by Party B in the manner specified in this Agreement.

5. Any dispute arising out of the performance of this Agreement shall be resolved by the Parties through negotiation; where negotiation fails, any Party is entitled to initiate a lawsuit with Shanghai Pudong New Area People's Court.

6. This Agreement shall be executed in three originals and become effective upon affixation of seals by the Parties. Each Party to this Agreement shall hold one counterpart, and each counterpart shall have the same legal effect.

(The remainder of this page is intentionally left blank.)

Party A (Please seal): Shenzhen Rongxinbao Non-financial Guarantee Co., Ltd. (Company seal affixed)

Party B (Please seal): Shanghai Niwodai Internet Finance Information Services Co., Ltd. (Company seal affixed)

Party C (Please seal): Shanghai Jiayin Finance Services Co., Ltd. (Company seal affixed)