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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 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 April 2026**

Commission File No. 001-41772

**OIO Group**

**101 Tuas South Avenue 2  
Singapore 637226**  
(Address of principal executive offices)

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

Form 20-F  Form 40-F

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## Information Contained in this Form 6-K Report

### Letter Amendment Relating to Transaction Structure:

On April 9, 2026, OIO Group (formerly known as ESGH Holdings Limited) (the “Company”), entered into a letter amendment (the “Letter Amendment”) with De Tomaso Automobili Holdings Limited (“De Tomaso”) and the other parties to the share purchase agreement dated February 26, 2025, as amended, relating to the proposed acquisition of all of the outstanding shares of De Tomaso by the Company.

The Letter Amendment clarifies that, in connection with the anticipated closing of the proposed business combination and the intended Nasdaq listing, the Company may implement a share consolidation, if and to the extent determined appropriate, as part of the transaction structure and listing process. The Letter Amendment further provides that any such share consolidation would be effected in accordance with applicable Nasdaq requirements and related corporate action procedures, with the final ratio to be determined by the Company’s board of directors, taking into account prevailing market conditions and applicable regulatory considerations.

The Letter Amendment also provides that, following any such share consolidation, the consideration shares to be issued to the De Tomaso shareholders upon closing will be adjusted on a proportionate basis such that there will be no change to the overall economic value of the transaction. In addition, the parties acknowledged in the Letter Amendment that the clarification is intended to facilitate alignment of the transaction structure and listing process in connection with the anticipated closing of the proposed business combination. The Company believes the Letter Amendment enhances clarity regarding the anticipated transaction mechanics and supports alignment of the closing steps for the proposed business combination and related listing process.

The proposed business combination remains subject to the satisfaction or waiver of the conditions set forth in the share purchase agreement, including customary closing conditions and applicable regulatory and listing-related matters, and there can be no assurance that the proposed business combination will be completed.

The foregoing description of the Letter Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the signed Letter Amendment, which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

### Exhibits

#### Exhibit

<u>No.</u>	<u>Description</u>
10.1	<a href="#">Letter Amendment dated April 9, 2026.</a>

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**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.

**OIO Group**

By: /s/ Ho Shian Ching

Name: Ho Shian Ching

Title: Chief Financial Officer

Dated: April 10, 2026

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## LETTER ON OIO GROUP SHARE CONSOLIDATION

9 April 2026

**De Tomaso Automobili Holdings Limited**

The Grand Pavilion Commercial Centre  
802 West Bay Road, Grand Cayman  
Cayman Islands

**De Tomaso Automobili Holdings Limited**

Trust Company Complex  
Ajeltake Road, Ajeltake Island, Majuro  
Republic of the Marshall Islands MH 96960

**Ideal Team Ventures**

Vistra Corporate Services Centre  
Wickhams Cay II  
Road Town, Tortola, VG1110  
British Virgin Islands

**RE: OIO Group (formerly ESGL Holdings Limited) Share Consolidation**

Dear Sirs,

1. Reference is made to (i) the share purchase agreement (the “**Agreement**”) in relation to the proposed acquisition of all the outstanding shares of De Tomaso Automobili Holdings Limited by OIO Group (formerly ESGL Holdings Limited) (the “**Purchaser**”) dated 26 February 2025 entered into by you and the Purchaser (the “**Matter**”), and (ii) the extension letters dated 1 August 2025, 31 December 2025 and 31 January 2026, pursuant to which the long stop date is 30 April 2026.

2. Capitalized terms used but not defined in this letter shall have the meaning ascribed to such terms in the Agreement.

3. In connection with the anticipated Closing of the proposed business combination and the intended Nasdaq listing, the Purchaser **may implement a share consolidation (reverse stock split), if and to the extent determined appropriate, as part of the transaction structure and listing process.**

Any such share consolidation would be effected in accordance with applicable Nasdaq requirements, and related corporate action procedures. The ratio of any such share consolidation shall be determined by the Board of Directors of the Purchaser immediately prior to effectiveness, taking into account prevailing market conditions and applicable regulatory considerations.

Following any such share consolidation, the Consideration Shares to be issued to the De Tomaso Shareholders upon Closing shall be adjusted on a proportionate basis, **with no change to the overall economic value of the transaction.**

The Parties acknowledge that this clarification is intended to facilitate alignment of the transaction structure and listing process in connection with the anticipated Closing.

4. Except as expressly amended by this letter, all of the terms in the Agreement, as previously amended or supplemented, shall remain unchanged and shall continue to be, and shall remain, in full force and effect in accordance with its terms.

5. This letter shall be governed by and construed in accordance with the laws of Singapore, without reference to its conflict of laws provisions. Except as specifically set forth or referred to herein, nothing herein is intended or shall be construed to confer upon any person or entity other than the Parties and their successors or assigns, any rights or remedies under or by reason of this letter.

6. Please acknowledge and signify your agreement to the terms set forth in this letter by countersigning a copy of this letter and return an executed copy to the attention of QUEK Leng Chuang.

*[The remainder of the page is intentionally left blank]*

Yours faithfully,

EXECUTED AS A DEED  
for and on behalf of  
**OIO Group**

*/s/ QUEK Leng Chuang*

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QUEK Leng Chuang  
Chairman and CEO

in the presence of:

*/s/ LAW Beng Hui*

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LAW Beng Hui

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Agreed to and accepted by:

EXECUTED AS A DEED

for and on behalf of

**De Tomaso Automobili Holdings Limited** (*Cayman Islands*)

/s/ *CHOI Sung Fung*

CHOI Sung Fung

Director

in the presence of:

/s/ *Diana MAJCHER*

Diana MAJCHER

EXECUTED AS A DEED

for and on behalf of

**De Tomaso Automobili Holdings Limited** (*Marshall Islands*)

/s/ *CHOI Sung Fung*

CHOI Sung Fung

Director

in the presence of:

/s/ *Diana MAJCHER*

Diana MAJCHER

EXECUTED AS A DEED

for and on behalf of

**Ideal Team Ventures Limited**

/s/ *CHOI Sung Fung*

CHOI Sung Fung

Director

in the presence of:

/s/ *Diana MAJCHER*

Diana MAJCHER

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