
**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: September 2020

Commission File Number: 001-38544

NAKED BRAND GROUP LIMITED

(Translation of registrant's name into English)

c/o Bendon Limited, 8 Airpark Drive, Airport Oaks, Auckland 2022, New Zealand
(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

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):

Indicate by check mark whether the registrant by furnishing the information contained in this Form is also thereby furnishing the information to the Commission pursuant to Rule 12g3-2(b) under the Securities Exchange Act of 1934. Yes No

If "Yes" is marked, indicate below the file number assigned to the registrant in connection with Rule 12g3-2(b): 82-_____.

Entry Into a Material Definitive Agreement.

On September 25, 2020, Naked Brand Group Limited (the “Company”) and Maxim Group LLC (“Maxim”) entered into an amendment (the “Amendment”) to the equity distribution agreement, dated as of August 20, 2020 (as amended, the “Sales Agreement”), to increase the amount of ordinary shares, without par value (the “Shares”), that the Company may sell pursuant to the Sales Agreement. Under the Sales Agreement, as amended, the Company may sell, from time to time, through Maxim, Shares having an aggregate offering price of up to US\$18,500,000 (the “Offering”). Except for the increase in the amount of the Offering, no modifications have been made to the Sales Agreement and the Sales Agreement remains in full force and effect.

Sales of the Shares, if any, will be made by any method permitted that is deemed an “at the market offering” as defined in Rule 415 under the Securities Act of 1933, as amended. Maxim is not required to sell any specific amount but will act as the Company’s exclusive sales agent using commercially reasonable efforts consistent with its normal trading and sales practices, on mutually agreed terms between Maxim and the Company. The Company has no obligation to sell any of the Shares under the Sales Agreement and may at any time suspend solicitation and offers under the Sales Agreement.

The Company intends to use any net proceeds from the sale of Ordinary Shares for general corporate purposes. As compensation for its services, the Company agreed to pay to Maxim 3% of the gross proceeds received by the Company from the sales of the Shares.

Pursuant to the original Sales Agreement and the original prospectus supplement related to the Offering, each dated August 20, 2020, through September 24, 2020, the Company had sold an aggregate of 23,296,919 Ordinary Shares for gross proceeds of US\$3,617,219 and net proceeds of US\$3,508,702, after payment to Maxim of an aggregate of US\$108,517 in commissions.

The Shares will be issued pursuant to the Company’s shelf registration statement on Form F-3 (Registration No. 333-232229), which was declared effective by the U.S. Securities Commission on July 1, 2019. The Company filed a prospectus supplement (the “Prospectus Supplement”), dated September 25, 2020, with the Securities and Exchange Commission (the “Commission”) in connection with the offer and sale of the Shares.

The Amendment is attached to this Report of Foreign Private Issuer as Exhibits 1.1, and is incorporated herein by reference. The foregoing description of the Sales Agreement and Amendment does not purport to be complete and is qualified in its entirety by reference to such exhibit.

This Report of Foreign Private Issuer on Form 6-K shall not constitute an offer to sell or the solicitation of an offer to buy any Ordinary Shares under the Sales Agreement, nor shall there be any sale of such Ordinary Shares in any state in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state.

A copy of the opinion of HWL Ebsworth Lawyers relating to the legality of the issuance and sale of Ordinary Shares, is attached hereto as Exhibit 5.1 to this Report of Foreign Private Issuer on Form 6-K.

The information contained in this Form 6-K, as amended, including the exhibits hereto, shall be incorporated by reference in the Company’s registration statements on Form F-3 (File Nos. 333-226192, 333-230757, 333-232229, 333-235801 and 333-243751) and the prospectuses included therein.

Financial Statements and Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
1.1	<u>Amendment to the Sales Agreement, dated September 25, 2020, by and between Naked Brand Group Limited and Maxim Group LLC.</u>
5.1	<u>Opinion of HWL Ebsworth Lawyers.</u>
23.1	<u>Consent of HWL Ebsworth Lawyers (included as part of Exhibit 5.1).</u>

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 hereunto duly authorized.

Dated: September 25, 2020

NAKED BRAND GROUP LIMITED

By: /s/ Justin Davis-Rice

Name: Justin Davis-Rice

Title: Executive Chairman

AMENDMENT TO EQUITY DISTRIBUTION AGREEMENT

This AMENDMENT TO EQUITY DISTRIBUTION AGREEMENT (this "Amendment") is entered into as of September 25, 2020, by and between Naked Brand Group Limited, a company incorporated under the laws of Australia (the "Company"), and Maxim Group LLC (the "Agent"). All capitalized terms used herein shall have the meanings set forth in the Equity Distribution Agreement (as defined below), unless otherwise indicated.

RECITALS

WHEREAS, the Company and the Agent are parties to that certain Equity Distribution Agreement, dated August 20, 2020 (the "Equity Distribution Agreement"); and

WHEREAS, the parties hereto desire to amend the Equity Distribution Agreement as set forth herein to increase the maximum aggregate offering price of Shares to be issued and sold through the Agent pursuant to the Equity Distribution Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

1. Amendment to Preamble of the Equity Distribution Agreement. The first sentence of the Preamble of the Equity Distribution Agreement is hereby amended and restated in its entirety as follows:

"Naked Brand Group Limited, a company incorporated under the laws of Australia (the "Company"), proposes to issue and sell through Maxim Group LLC (the "Agent"), as sales agent, ordinary shares, with no par value ("Ordinary Shares"), of the Company (the "Shares") having an aggregate offering price of up to \$18,500,000 on terms set forth herein."

2. Amendment to Section 2(a) of the Equity Distribution Agreement. The first sentence of Section 2(a) of the Equity Distribution Agreement is hereby amended and restated in its entirety as follows:

"On the basis of the representations, warranties and agreements herein the Company agrees that, from time to time on the terms and subject to the conditions set forth herein, it may issue and sell through the Agent, acting as sales agent, Shares having an aggregate offering price of up to \$18,500,000 (the "Offering Size"); provided, however, that in no event shall the Company issue or sell through the Agent such number of Shares that (a) exceeds the number or dollar amount of Ordinary Shares registered on the Registration Statement pursuant to which the Offering is being made, or (b) would cause the Company or the Offering to not satisfy the eligibility and transaction requirements for use of Form F-3 (including, if then applicable, General Instruction I.B.5 of Form F-3) (the lesser of (a), (b) and (c), the "Maximum Amount")."

3. Amendment to Section 7 of the Equity Distribution Agreement. The first sentence of Section 7 of the Equity Distribution Agreement is hereby amended and restated in its entirety as follows:

“The term of this Agreement shall begin on the date hereof, and shall continue until the earlier of (i) the sale of Shares having an aggregate offering price of \$18,500,000 or (ii) the termination by either the Agent or the Company upon the provision of ten (10) days written notice.”

4. No Other Amendments. Unless expressly amended by this Amendment, the terms and provisions of the Equity Distribution Agreement shall remain in full force and effect.

5. Conflicting Terms. Wherever the terms and conditions of this Amendment and the terms and conditions of the Equity Distribution Agreement are in conflict, the terms of this Amendment shall be deemed to supersede the conflicting terms of the Equity Distribution Agreement.

6. Titles and Subtitles. The titles of the sections and subsections of this Amendment are for convenience and reference only and are not to be considered in construing this Amendment.

7. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of New York without regard to principals of conflict of laws.

8. Counterparts. This Amendment may be executed in one or more counterparts and, if executed in more than one counterpart, the executed counterparts shall each be deemed to be an original and all such counterparts shall together constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Amendment as of the date first written above

NAKED BRAND GROUP LIMITED

By: /s/ Justin Davis-Rice

Name: Justin Davis-Rice

Title: Executive Chairman

MAXIM GROUP LLC

By: /s/ Clifford A. Teller

Name: Clifford A. Teller

Title: Executive Managing Director, Investment Banking

[SIGNATURE PAGE TO AMENDMENT TO THE EQUITY DISTRIBUTION AGREEMENT]

Our Ref: MYN:917209

25 September 2020

The Directors
Naked Brand Group Limited
Building 7C, 2 Huntley Street
Alexandria NSW 2015
Australia

Dear Sirs

Naked Brand Group Limited

We have been requested to provide a legal opinion in respect to the issue by Naked Brand Group Limited (**Company**) of ordinary shares in accordance with the Company's Form 6-K (**Form 6-K**) to be filed with the United States Securities and Exchange Commission (**SEC**) pursuant to Rule 13a-16 or 15d-16 of the Securities Exchange Act of 1934, as amended, and incorporated by reference into the prospectus supplement dated September 25, 2020 (**Prospectus Supplement**) to the Registration Statement on Form F-3 (File No. 333-232229) (**Registration Statement**) covering the Offering (as defined in the Form 6-K for the month of September 2020 with commission file number 001-38544).

1. Documents

We have examined and relied on copies, drafts or conformed copies of the following documents:

- (a) a draft of the Form 6-K (excluding exhibits);
- (b) a search in respect of the Company of the companies database maintained by the Australian Securities and Investments Commission as at 25 September 2020;
- (c) the Certificate of Registration dated 11 May 2017, which certifies that the Company is a registered company under the Corporations Act 2001 (Cth) and is taken to be registered in the State of New South Wales in Australia;
- (d) the Certificate of Registration on Change of Name dated 13 June 2018, which certifies that the Company changed its name to Naked Brand Group Limited on the date of such certificate;
- (e) the Constitution of the Company;
- (f) a special resolution of the sole shareholder of the Company dated 19 June 2018 whereby the Company adopted the Constitution referred to in paragraph 1(e) above;
- (g) resolutions of directors of the Company relating to matters described in the Form 6-K.

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2. **Opinion**

On the basis of the assumptions, qualifications and terms set out in this opinion, we are of the opinion that:

- (a) **(incorporation)** the Company is a corporation duly registered and validly existing under the Corporations Act 2001 (Cth) and is capable of suing and being sued in its corporate name; and
- (b) **(Ordinary Shares validly issued)** when the Company's ordinary shares in respect of the Offering **(Securities)** have been issued, sold and paid in accordance with the Constitution of the Company and registered in the Register of Members of the Company, such Securities will be validly issued, fully paid and non-assessable.

3. **Assumptions**

We have assumed:

- (a) the authenticity of all signatures, seals, duty stamps and markings;
- (b) the completeness, and conformity to originals, of all non-original or incomplete documents submitted to us;
- (c) the Register of Members of the Company is up to date and has been correctly completed in accordance with the Constitution of the Company and the Corporations Act 2001 (Cth);
- (d) the Register of Warrants of the Company is up to date and has been correctly completed in accordance with the Constitution of the Company and the Corporations Act 2001 (Cth);
- (e) the board of directors of the Company has approved the allotment and issue of the Securities in accordance with the Constitution of the Company;
- (f) upon issue, each holder of the Securities will have fully paid the amount payable to the Company for their Securities;
- (g) that any document recording the authorisation of the transactions contemplated by the Form 6-K, including the issue of the Securities, is a true, complete and accurate record of an authorisation which is valid in all respects;
- (h) that all authorisations, approvals or licences required under any law (including any Relevant Law (as defined below)) for any party (other than the Company) to enter into or to perform any of its obligations under a transaction contemplated by the Form 6-K have been obtained, remain valid and subsisting and have been complied with;

- (i) that no law or official directive of any jurisdiction, other than a Relevant Jurisdiction (as defined below), affects any of the opinions expressed;
- (j) that the implementation of the transactions or matters contemplated by the Form 6-K will not involve an illegal purpose under any law, including any Relevant Law (as defined below);
- (k) the Securities have been, or will be, duly registered, and will continue to be registered, in the Company's Register of Members;
- (l) the details revealed by our search of public registers maintained by governmental or other regulatory authorities are true and correct and up to date at the date of our search and have been properly and accurately recorded in those registers by those authorities. We note that ASIC expressly disclaims any liability arising from the use of its service;
- (m) that the Form 6-K has not been amended in any material respect to the draft provided to us and that it was duly filed with the SEC;
- (n) insofar as any obligation under any document examined is to be performed in any jurisdiction other than a Relevant Jurisdiction (as defined below), its performance will not be illegal or unenforceable under the law of that jurisdiction;
- (o) that the formalities for execution required by the law of the place of execution of each document examined have or will be complied with.

4. **Qualifications**

This opinion is subject to the following qualifications:

- (a) this opinion is given only in respect to the laws of the Commonwealth of Australia in force as at 9:00am (AEST) on the date of this opinion (**Relevant Jurisdiction**); and
- (b) we express no opinion as to:
 - (i) the laws of any jurisdictions other than the laws of the Relevant Jurisdiction (**Relevant Law**);
 - (ii) the implications of any pending or foreshadowed legislative amendment or proposal in the Relevant Jurisdiction;
 - (iii) factual or commercial matters; or
 - (iv) taxation, including the effect of any Relevant Laws relating to taxation (including, without limitation, the imposition or payment of any stamp duty in connection with the transactions contemplated in the Form 6-K).

5. Benefit and reliance

5.1 This opinion is issued to the Company only for the Company's sole benefit and may not, without our prior written consent, be:

- (a) used or relied on by another person or used or relied upon for any other purpose. We expressly exclude any duty to any person other than the addressee in relation to this opinion, unless otherwise agreed by us in writing;
- (b) transmitted or disclosed to another person, except:
 - (i) to persons who in the ordinary course of the Company's business have access to the Company's papers and records on the basis that they will make no further disclosure;
 - (ii) if required by law or in accordance with an official directive; or
 - (iii) in connection with any litigation in relation to the documents mentioned in this document; or
- (c) filed with a government or other agency or person or quoted or referred to in a public document.

5.2 This opinion is strictly limited to the matters stated in it and does not apply by implication to other matters.

5.3 No assumption or qualification in this opinion limits any other assumption or qualification in it.

5.4 We have not provided, and are not required to provide, advice on the legal effect of any of the assumptions or qualifications in this opinion. Persons entitled to rely on this opinion should obtain their own legal advice on the effect, completeness and extent of application of those assumptions and qualifications.

This opinion is governed by the laws of New South Wales, Australia. We are under, and assume, no obligation to inform you of, or advise you on, any future changes to these or any other laws.

We hereby consent to the use of this opinion as an exhibit to the Form 6-K, which is incorporated by reference into the Registration Statement, and to the use of our name as your counsel and to all references made to us in the Prospectus Supplement and Registration Statement.

Yours faithfully



HWL Ebsworth Lawyers

Partner: Matthew Nelson