
**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 2023

Commission file number: 001-41789

noco-noco Inc.

**4 Shenton Way
#04-06 SGX Centre II
Singapore 068807**

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):

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On October 10, 2023, noco-noco Inc. (the “Company”), Prime Number Acquisition I Corp. (“PNAC”), Prime Number Capital LLC (“PNCPS”) and WestPark Capital, Inc. (“WestPark”) entered into a payoff letter agreement (the “Payoff Letter”), in connection with: (i) the engagement letter entered into by and among PNAC, PNCPS and WestPark as of October 25, 2022 (the “Financial Advisory Engagement”), (ii) the engagement letter entered into by and between PNAC and PNCPS as of October 25, 2022 (as amended by an amendment dated January 31, 2023 setting forth the compensation therefor, the “Business Combination Advisory Engagement”) and (iii) the placement agent agreement entered into by and between PNAC and PNCPS as of April 30, 2023 (the “Placement Agent Agreement,” together with Financial Advisory Engagement and Business Combination Advisory Engagement, the “Prime Agreements”).

Pursuant to the Payoff Letter, the Company would undertake certain amounts and obligations to PNCPS and WestPark (the “Payoff Amount”) under the Prime Agreements in connection with and as a result of the business combination between noco-noco Pte. Ltd. and PNAC on August 25, 2023 (the “Business Combination”). Each of PNCPS and WestPark agreed to equitize the entire Payoff Amount by subscribing for (including having its designated person subscribe for) such number of the Company’s ordinary shares (the “Payoff Shares”), among others under the Payoff Letter. Upon the execution and delivery of the Payoff Letter, the Prime Agreements were terminated automatically without further force and effect and any claims thereunder should be released.

EXHIBIT INDEX

Exhibit 10.1 – [Payoff Letter dated October 10, 2023](#)

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.

noco-noco Inc.

By: /s/ Masataka Matsumura

Name: Masataka Matsumura

Title: Director and CEO

Date: October 12, 2023

Payoff Letter

October 10, 2023

To: noco-noco Inc.

Ladies and Gentlemen:

This letter agreement ("Letter") is effective on the date first written above and delivered by each of the undersigned in connection with the issuance and registration of certain ordinary shares of noco-noco Inc. ("PubCo").

Reference is made to (i) the engagement letter entered into by and among Prime Number Acquisition I Corp. ("PNAC"), Prime Number Capital LLC ("PNCPS") and WestPark Capital, Inc. ("WestPark") as of October 25, 2022 (the "Financial Advisory Engagement"), pursuant to which PNCPS and WestPark would receive the deferred underwriting fee in the amount of \$2,257,500 from PNAC and be reimbursed by PNAC for up to \$20,000 for reasonable out-of-pocket expenses in connection with the performance of their services thereunder; (ii) the engagement letter entered into by and between PNAC and PNCPS as of October 25, 2022 (as amended by an amendment dated January 31, 2023 setting forth the compensation therefor, the "Business Combination Advisory Engagement"), pursuant to which PNCPS agreed to use its reasonable efforts in identifying and introducing potential targets, valuate potential business combination and assess the proposed structure for business combination and assist in managing the process and other related service, and PNAC agreed to pay or cause the surviving entities of the business combination to pay PNCPS (x) \$500,000 cash and issue PNCPS 609,756 ordinary shares of the surviving listed company upon the closing of the business combination, and (y) to reimburse PNCPS up to \$5,000 for its reasonable out-of-pocket expenses in rendering services; and (iii) the placement agent agreement entered into by and between PNAC and PNCPS as of April 30, 2023 (the "Placement Agent Agreement"), pursuant to which PNCPS agreed to act as the placement agent for the solicitation and placement of securities of PNAC, in exchange for a placement fee of 7% of the aggregate gross proceeds received by PNAC from the sales of such securities. The Financial Advisory Engagement, the Business Combination Advisory Engagement and Placement Agent Agreement are collectively referred to herein as the "Prime Agreements".

PNAC and noco-noco Pte. Ltd. completed the business combination on August 25, 2023 (the "Business Combination") and PubCo is the surviving listed company after the Business Combination. The ordinary shares and warrants of PubCo has commenced trading on Nasdaq Capital Market on August 28, 2023. In connection with and as a result of the Business Combination, certain amounts and obligations have become due and payable by PNAC and/or PubCo under the Prime Agreements, and any and all such amounts and obligations are referred to as "Payoff Amount". Other than the Payoff Amount, there is no other amount due or payable by PNAC or PubCo to PNCPS, WestPark or any of their affiliates.

In consideration of the mutual covenants and agreements included in the Prime Agreements, this Letter and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of PNCPS and WestPark hereby agrees to (i) equitize the entire Payoff Amount by subscribing for (including having its designated person subscribe for) such number of PubCo's ordinary shares (the "Payoff Shares"), as set forth opposite their respective name on Exhibit A attached hereto, (ii) to execute and deliver (including having its designated person execute and deliver) the applicable documents required by PubCo for allotment and issuance of the Payoff Shares, and (iii) to timely provide PubCo with such information as PubCo may request in order to register the Payoff Shares in a registration statement (the "Registration Statement").

Each of PNCPS and WestPark hereby acknowledges and agrees that (a) upon the execution and delivery of this Letter, the Prime Agreements shall be terminated automatically without further force and effect and any claims thereunder shall be released, and (b) upon the delivery of the Payoff Shares, without any further action by any party, (i) the Payoff Amount will be deemed fully paid, satisfied, released and discharged and (ii) no further payment, obligation or consideration shall be due or attributable to PNAC, PNCPS or WestPark in connection with the Payoff Amount.

Each of the undersigned represents and warrants that (i) it has all requisite power and authority to execute and deliver this Letter and to perform such party's obligations hereunder; (ii) the execution and delivery by such party of this Letter has been validly authorized by all necessary corporate or other action on the part of such Party; and (iii) this Letter has been validly executed and delivered by such party and, assuming this Amendment constitutes the valid and binding obligation of each other Party, constitutes a valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

This Letter supersedes all other prior oral or written agreements between each of the undersigned, their respective affiliates and persons acting on their behalf with respect to the matters discussed herein, and this Letter contains the entire understanding of the parties with respect to the matters covered herein. This Letter may be executed in counterparts and electronically, each of which taken together shall constitute one and the same instrument. This Letter shall be governed by and construed in accordance with the laws of Singapore. Any dispute arising out of or in connection with this Letter shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause.

[Signature Page to Follow]

Very truly yours,

Prime Number Capital LLC

By: /s/ Xiaoyan Jiang

Name: Xiaoyan Jiang

Title: Chairwoman

WestPark Capital, Inc.

By: /s/ Richard Rappaport

Name: Richard Rappaport

Title: CEO

Accepted and Agreed by:

noco-noco Inc.

By: /s/ Masataka Matsumura

Name: Masataka Matsumura

Title: Director and CEO

Prime Number Acquisition I Corp.

By: /s/ Masataka Matsumura

Name: Masataka Matsumura

Title: Director

Signature Page to Payoff Letter

Exhibit A

Issuance Instructions

Recipient	Number of PubCo Ordinary Shares
Prime Number Capital LLC	US\$1,653,750 divided by Per Share Price
WestPark Capital, Inc.	US\$1,128,750 divided by Per Share Price

Per Share Price means 95% of the average volume weighted average price of the ordinary shares of PubCo over the 20 trading days preceding the date of effectiveness of the Registration Statement.

Exhibit A to Payoff Letter