

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 August 2024

Commission file number: 001-41789

noco-noco Inc.

**3 Temasek Avenue
Centennial Tower, Level 18
Singapore 039190**

(Address of Principal Executive Offices, including Zip Code)

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

CONTENTS

Singapore, August 22, 2024 – noco-noco Inc. (Nasdaq: NCNC) (the “Company”), today announced that it had entered into an upsized share subscription agreement (the “PIPE Subscription Agreement”) on August 21, 2024 for a private placement (the “PIPE”) with GEE Strategy Revitalize Japan Limited, an exempt GPLP Fund with limited liability incorporated under the laws of British Virgin Islands, (the “Subscriber”).

This financing round was concluded shortly after the company signed a Memorandum of Understanding (MOU) with Japan headquartered 3DOM Alliance Inc. and Tesnology Inc. to acquire a non-exclusive license for battery securitization systems and intellectual property (IP) developed by 3DOM and Tesnology. noco-noco has been developing battery-related technologies, including the X-SEPA™ separator, with the aim of making high-performance batteries accessible as a social infrastructure that everyone can easily use. By integrating noco-noco’s battery that it develops with the technology and IPs on battery energy storage system (BESS) securitisation developed by 3DOM and Tesnology, the Company plans to create synergies that will drive rapid BESS market deployment across Asia Pacific.

Pursuant to the amended PIPE Subscription Agreement which supersedes the initial PIPE Subscription Agreement dated July 26, 2024, the Subscriber has agreed to purchase an aggregate of 25,770,308 Ordinary Shares, par value \$0.0001 per share, of the Company (the “PIPE Shares”), at a price per share of \$0.1785, representing aggregate gross proceeds to the company of \$4,600,000, prior to the payment of related fees and expenses. The gross proceeds from the placement will be used for working capital and business expansion purposes. The amended PIPE Subscription Agreement, which contains customary representations and warranties of the Company and the Subscriber, customary conditions to closing, as well as customary indemnification obligations, is expected to close before/on September 30, 2024.

“At noco-noco, we’re investing to accelerate the global shift toward a cleaner, greener, and smarter future, and we’re focused on building a sustainable business with huge growth potential. We are pleased to announce the upsized PIPE financing round of \$4.6 million with GEE Strategy Revitalize Japan Limited. This PIPE investment is a strong testament to their conviction in our team, our ability to execute, and importantly, a powerful endorsement of the company's patented X-SEPA™ separator technology and commercialisation roadmap.

The total aggregate capital of \$4.6 million to be raised from GEE Strategy Revitalize Japan Limited, will not only significantly strengthen the company's balance sheet, but also allow the company to improve shareholders' equity, reinforcing the company's ongoing efforts to regain the minimum stockholders' equity requirement of \$2.5 million under The NASDAQ Capital Market Listing Rule 5505.

We are looking forward to a long and successful partnership with the team at GEE Strategy Revitalize Japan," commented Mr. Masataka Matsumura, CEO and Director of noco-noco Inc.

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.

noco-noco Inc.

By: /s/ Masataka Matsumura

Name: Masataka Matsumura

Title: Director and CEO

Date: August 22, 2024

EXHIBIT INDEX

Exhibit No.

Exhibit 99.1

Description

[Share Subscription Agreement](#)

SHARE SUBSCRIPTION AGREEMENT

THIS AGREEMENT is made on 21 August 2024 ("**Effective Date**"), between the following parties:

- (1) **GEE Strategy Revitalize Japan Limited**, a exempt trustee sub fund with limited liability incorporated under the laws of British Virgin Islands, (the "**Subscriber**"); and
 - (2) **noco-noco Inc.**, an exempt company with limited liability incorporated under the laws of Cayman Islands (Nasdaq: **NCNC**) (the "**Company**" or the "**Issuer**");
- (collectively "**Parties**" and each a "**Party**").

1. SHARE AND WARRANT SUBSCRIPTION

- 1.1 Subject to the terms and conditions of this Agreement, the Company shall issue to the Subscriber and the Subscriber shall subscribe from the Company, all of the title and interest in and to 25,770,308 (Twenty Five Million Seven Hundred and Seventy Thousand Three Hundred and Eight) ordinary shares of the Company (the "**Subscription Shares**"), together with all rights, dividends, entitlements and benefits now and hereafter attaching thereto, with the consideration and the subscription schedule as set forth in the Exhibit A. The consideration for the Subscription Shares shall be paid by the 30th of September 2024 (the "**Payment Date**").
- 1.2 The Subscription Shares are restricted shares with the lock-up period up to sixty (60) days from the Payment Date. The Company shall notify the Subscriber immediately after the F-1 registration becomes effective and the Subscription Shares become free-trading shares.
- 1.3 Within three (3) working days from the Payment Date by the Subscriber to the Company, the Company shall instruct Vstock Transfer, the transfer agent of NCNC shares, to park the Subscription Shares in Vstock Transfer under the name of the Subscriber. Vstock Transfer shall forward an official document that certifies the number of Subscription Shares and the pertinent amount of consideration parked under the Subscriber.

2. CONDITIONS PRECEDENT

- 2.1 Completion of the issuance and allotment of the Subscription Shares shall be conditional upon the Payment of the consideration for the Subscription Shares by the Subscriber in accordance with Clause 3.1 below.

3. CONSIDERATION

- 3.1 The Parties agree that the subscription value of the Subscription Shares shall be US\$ 0.1785 per share and the total consideration of US\$ 4,600,000 (Four Million Six Hundred Thousand United States Dollars) payable to the Subscribers according to the Schedule set forth in Exhibit A: i) upon the execution of this Agreement and ii) by the 20th of August 2024, for the subscriptions with payments by the way of T/T remittance to the bank account designated by the company and as described in Exhibit B. Any bank charges and currency conversion charges for transferring the fund shall be borne and paid by the Subscriber.
- 3.2 Any taxation and governmental charges in connection with issuance and allotments of the Subscription Shares and arising from the execution or performance of this Agreement shall be borne by the Subscriber.

4. THE SUBSCRIBER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

As of the date of this Agreement, the Subscriber makes the following representations, warranties and covenants to the Company:

- 4.1** It is incorporated and validly existing under the applicable law and has the right to own its property and to carry on the business as currently conducted and to execute this Agreement.
- 4.2** It warrants that it will actively work with the Company to complete all necessary formalities in relation to the issuance and allotment of the Subscription Shares pursuant to the applicable laws and regulations so as to ensure that the Subscribers legally own the Subscription Shares.
- 4.3** It warrants that as of the date of this Agreement, it has had no risk, loss, liability (including contingent liability) or any other legal liability.
- 4.4** The signatory whose name appears under its name on the execution page of this Agreement is a duly authorized signatory of itself.
- 4.5** The execution of, and the performance by it of its obligations under, this Agreement and any other documents in connection with this Agreement will not:
 - 4.5.1** result in a breach of any provision of its articles of association or any other constitutional document; or
 - 4.5.2** result in a breach of any agreement, licence or other instrument, or result in a breach of any order, judgment or decree of any court, governmental agency or regulatory body to which it is a party or by which it or any of its assets is bound.

5. THE COMPANY'S REPRESENTATIONS, WARRANTIES AND COVENANTS

As of the date of this Agreement, the Company makes the following representations, warranties and covenants to the Company:

- 5.1** It is incorporated and validly existing under the applicable law and has the right to own its property, to issue shares and to carry on the business as currently conducted and to execute this Agreement.
- 5.2** It has the legal right and full power and authority to enter into and perform this Agreement or any other documents in connection with this Agreement, which, when executed, will constitute valid and binding obligations on itself in accordance with their respective terms.
- 5.3** The signatory whose name appears under its name on the execution page of this Agreement is a duly authorized signatory of itself.
- 5.4** The execution of, and the performance by it of its obligations under, this Agreement and any other documents in connection with this Agreement will not:
 - 5.4.1** result in a breach of any provision of its articles of association or any other constitutional document; and
 - 5.4.2** result in a breach of any agreement, licence or other instrument, or result in a breach of any order, judgment or decree of any court, governmental agency or regulatory body to which it is a party or by which it or any of its assets is bound.

6. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and agreement of the Parties relating to the subject matter of this Agreement, and supersedes all previous oral and written representations, exchanges, understandings and agreements made or reached by and between the Parties up to and including the date of this Agreement. The Parties acknowledge and agree that, in entering into this Agreement, no Party has relied on any representation, warranty or undertaking which is not included in this Agreement.

7. SEVERABILITY

If any provision of this Agreement shall be illegal, or for any other reason unenforceable, such provision shall be deemed to be independent from the other provisions of this Agreement and shall not affect the effect or enforceability of such other provisions, which shall continue to be effective and enforceable in accordance with their terms.

8. ASSIGNMENT

No Party shall be entitled to assign the benefit of any provision of this Agreement without the prior written approval of the other Party and compliance with the applicable law.

9. COSTS AND CHARGES

Unless otherwise provided in this Agreement or agreed in writing by the Parties to this Agreement, each Party shall bear its own costs incurred by it in relation to the execution and implementation of this Agreement (including without limitation legal fees).

10. NOTICES

All notices shall be written in English and may be delivered either by hand, registered airmail or fax to the following addresses or fax numbers (as the case may be):

GEE Strategy Revitalize Japan Limited

Address: Unit 8, 3/F Qwomar Trading Complex, Blackburne Road, Port Purcell, Road Town, Tortola, British Virgin Islands VG1110
Trading Address: Room D, IOF, Tower A, Billion Centre, I Wang Kwong Road, Kowloon Bay,
Phone: +65-9102-2773
Email: heima.yamazaki@revitalize-japan.com

noco-noco Inc. (CUSIP Number G7243P109)

Address: 3 Temasek Avenue, Centennial Tower, Level 18, Singapore 039190
Phone: +65 6950 3852
Email: finance.sg@noco-noco.com

Notices shall be deemed to have been delivered at the following times:

- (i) if by hand, on reaching the designated address subject to proof of delivery;
- (ii) if by courier, the fifth business day after the date of dispatch; and
- (iii) if by fax, upon generation of a confirmation of successful transmission report by the sender's fax machine indicating completed uninterrupted transmission.
- (iv) if by email, based on the date of the email shown in the incoming mail box

11. LIABILITY FOR BREACH OF AGREEMENT

- 11.1** If either Party terminates this Agreement without obtaining the consent of the other Party after the execution of this Agreement, such Party shall compensate the other Party for all direct and/or indirect losses incurred as a result thereof.
- 11.2** The liability for breach of this Agreement assumed by either Party shall not be discharged as a result of the termination/dissolution of this Agreement and/or the completion of the equity interest transfer formalities.

12. GOVERNING LAW AND SUBMISSION TO JURISDICTION

- 12.1** This Agreement shall be construed in accordance with and be governed by the laws of Singapore.
- 12.2** In relation to any legal action or proceedings arising out of or in connection with this Agreement ("**Proceedings**"), each party to this Agreement hereby irrevocably submits to the jurisdiction of the courts of Singapore.

13. COUNTERPARTS

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same original instrument. Any Party may enter into this Agreement by executing any such counterpart.

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IN WITNESS whereof the Parties have executed this Agreement on the day and year first above written.

EXECUTED for and on behalf of
GEE Strategy Revitalize Japan Limited



Duly Authorised Signatory

)
)
) Name: HEIMA YAMAZAKI
)
) Title: General Partner

EXECUTED for and on behalf of
noco-noco Inc



Duly Authorised Signatory

)
)
) Name: Masataka MATSUMURA
)
) Title: Director and CEO

EXHIBIT A

Subscriber	Number of Shares	Consideration
GEE Strategy Revitalize Japan Limited	25,770,308 Ordinary Shares of the Issuer	US\$ 4,600,000.00

Schedule of Consideration Payments
By 30 th of September 2024

EXHIBIT B

Bank: XXXXXX
Account No.: XXXXXX
A/C Name: XXXXXX
SWIFT Code: XXXXXX
Bank Address: XXXXXX
Amount: **US\$ 4,600,000.00**

Intermediary Bank

Bank: XXXXXX
SWIFT Code: XXXXXX

