

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**Form 8-K**

**Current Report  
Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934**

**August 16, 2023**

Date of Report (Date of earliest event reported)

**Prime Number Acquisition I Corp.**

(Exact Name of Registrant as Specified in its Charter)

**Delaware**

(State or other jurisdiction of  
incorporation)

**001-41394**

(Commission  
File Number)

**86-2378484**

(I.R.S. Employer  
Identification No.)

**1129 Northern Blvd, Suite 404  
Manhasset, NY**

(Address of Principal Executive Offices)

**11030**

(Zip Code)

Registrant's telephone number, including area code: **347-329-1575**

N/A

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act

Securities registered pursuant to Section 12(b) of the Act: None.

<b>Title of each class</b>	<b>Trading Symbol(s)</b>	<b>Name of each exchange on which registered</b>
Units, each consisting of one share of Class A Common Stock, on-half of one Warrant and one Right	PNACU	The Nasdaq Stock Market LLC
Class A Common Stock, par value \$0.0001 per share	PNAC	The Nasdaq Stock Market LLC
Warrants, each whole warrant exercisable for one share of Class A Common Stock at an exercise price of \$11.50	PNACW	The Nasdaq Stock Market LLC
Rights, each right exchangeable for on-eighth (1/8) of one share of Class A Common Stock at the closing of a business combination	PNACR	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

### **Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant**

As previously disclosed in a Current Report on Form 8-K filed with the Securities and Exchange Commission (“SEC”), on December 29, 2022, Prime Number Acquisition I Corp., a Delaware corporation (the “Company” or “PNAC”) entered into a Business Combination Agreement (as it may be amended, supplemented, or otherwise modified from time to time, the “Business Combination Agreement”) with Prime Number Merger Sub Inc. (“Merger Sub”), Delaware corporation established for the purpose to become a wholly-owned subsidiary of a newly incorporated exempted Cayman Islands company (“PubCo”), NOCO-NOCO PTE. LTD. (“noco-noco”), a Singapore private company limited by shares, and certain shareholders of noco-noco collectively holding a controlling interest (together with other shareholders of noco-noco subsequently joining the transactions, the “Sellers”) entered into a Business Combination Agreement. Prime Number Holding Limited, formed as the PubCo on December 28, 2022, and Prime Number New Sub Pte. Ltd., formed as New SubCo on January 25, 2023, joined as parties to the Business Combination Agreement on February 3, 2023.

On August 16, 2023, an aggregate of \$125,000 (the “Monthly Extension Payment”) was deposited by noco-noco upon request by and as the designee of the sponsors of the Company, into the trust account of the Company, as a result of which, the Company has extended the period of time it has to consummate its initial business combination by one month from August 17, 2023 to September 17, 2023 (the “August Extension”). The August Extension is the fourth of the six one-month extensions permitted under the Company’s governing documents.

In connection with the Monthly Extension Payment, the Company issued an unsecured promissory note of \$125,000 (the “Note”) to noco-noco.

The Note is non-interest bearing and payable (subject to the waiver against trust provisions) on the earlier of (i) consummation of the Company’s initial business combination and (ii) the date of the liquidation of the Company. The principal balance may be prepaid at any time, at the election of the Company. The holder of the Note has the right, but not the obligation, to convert the Note, in whole or in part, respectively, into private placement shares (the “Working Capital Shares”) of the Company, as described in the prospectus of the Company (File Number 333-262457), by providing the Company with written notice of its intention to convert the Note at least two business days prior to the closing of the Company’s initial business combination. The number of Working Capital Shares to be received by the holder in connection with such conversion shall be an amount determined by dividing (x) the sum of the outstanding principal amount payable to the holder, by (y) \$10.00.

The issuance of the Note was made pursuant to the exemption from registration contained in Section 4(a)(2) of the Securities Act of 1933, as amended.

A copy of the Note is attached as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference. The disclosures set forth in this Item 2.03 are intended to be summaries only and are qualified in their entirety by reference to the Note.

### **Item 3.02 Unregistered Sales of Equity Securities.**

The information disclosed under Item 2.03 of this Current Report on Form 8-K is incorporated by reference into this Item 3.02 to the extent required herein. The Working Capital Shares, if any, (1) may not, subject to certain limited exceptions, be transferable or salable by noco-noco until 30 days after the completion of the Company’s initial business combination and (2) are entitled to registration rights.

### **Item 5.07. Submission of Matters to a Vote of Security Holders.**

On August 16, 2023, the Company held a special meeting of the stockholders (the “Special Meeting”) in connection with the Business Combination (as defined below) contemplated by the Business Combination Agreement. The Business Combination is described in the definitive proxy statement/prospectus included in the Registration Statement on Form F-4 (File No. 333- 271994) that was filed publicly by the PubCo with the SEC in connection with the Business Combination and was declared effective by the SEC on July 25, 2023 (the “Registration Statement”). Capitalized terms used but not defined this Current Report on Form 8-K shall have the meanings set forth in the Registration Statement.

---

On July 13, 2023, the record date of the Special Meeting, there were 6,923,691 issued and outstanding shares of Class A Common Stock, approximately 81.20% of which were represented in person or by proxy at the Special Meeting.

The final results for the matters submitted to a vote of the Company's stockholders at the Special Meeting are as follows:

### 1. The Business Combination Proposal

The stockholders approved the proposal to (a) adopt and approve the Business Combination Agreement and other Transaction Documents as defined in the Business Combination Agreement, (b) approve the Business Combination which includes (i) the Merger between the Company and Merger Sub with the Company surviving the Merger and becoming a wholly owned subsidiary of PubCo, (ii) the Share Exchange whereby the Sellers will exchange their noco-noco Shares for newly issued PubCo Ordinary Shares and noco-noco will be an indirect subsidiary of PubCo, and (iii) other transactions contemplated therein.

The voting results were as follows:

<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
5,211,553	410,843	0

### 2. The Governing Documents Proposal

The stockholders approved the proposal to approve, by special resolution, the amended and restated memorandum and articles of association of PubCo upon completion of the Merger. The amended and restated memorandum and articles of association of PubCo, among others, include:

- (a) to change the share structure from a multi-class share structure of the Company to a single class share structure of PubCo;
- (b) to change the authorized capital of the Company of 20,500,000 shares of Common Stock (20,000,000 shares of PNAC Class A Common Stock, 100,000 shares of PNAC Class B Common Stock and 400,000 shares of PNAC preferred stock) to PubCo's authorized capital of \$50,000 divided into 500,000,000 PubCo Ordinary Shares of a par value of \$0.0001 each;
- (c) to enable appointment of directors of PubCo by Ordinary Resolutions or by the directors and to set forth a board of directors of PubCo without a classified board consisting of at least three directors; and
- (d) to remove the provisions related to PubCo's status as a blank check company, as these will not be applicable to PubCo upon consummation of the Business Combination.

The voting results were as follows:

<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
5,211,557	410,839	0

---

**Item 7.01 Regulation FD Disclosure.**

On August 16, 2023, the Company issued a press release announcing the approval of the Business Combination by its stockholders. A copy of the press release is furnished as Exhibit 99.1 hereto. On August 16, 2023, the Company issued a press release announcing that the Monthly Extension Payment had been made. A copy of the Press Release is furnished as Exhibit 99.2 hereto. The information in this Item 7.01 and the press releases hereto shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act or the Exchange Act, except as expressly set forth by specific reference in such filing.

**Item 8.01. Other Events.**

In connection with the Special Meeting, holders of PNAC Class A Common Stock issued in its initial public offering (the "Public Shares") had the right to elect to redeem all or a portion of their Public Shares for a per share price calculated in accordance with the Amended and Restated Certificate of Incorporation of PNAC. As of August 16, 2023, holders of approximately 2,695,029 Public Shares or 54.86% of the Public Shares were rendered for redemption. With written consent, PNAC may accept reversals of elections to redeem Public Shares prior to the closing of the Business Combination.

**Item 9.01 Financial Statements and Exhibits.**

<b>Exhibit No.</b>	<b>Description</b>
<a href="#">10.1</a>	<a href="#">Promissory Note, dated August 16, 2023, issued by Prime Number Acquisition I Corp. to Noco-Noco</a>
<a href="#">99.1</a>	<a href="#">Press Release, dated August 16, 2023</a>
<a href="#">99.2</a>	<a href="#">Press Release, dated August 16, 2023</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

---

**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 hereunto duly authorized.

**Prime Number Acquisition I Corp.**

Date: August 16, 2023

By: /s/ Dongfeng Wang

Name: Dongfeng Wang

Title: Chief Executive Officer

---

**THIS PROMISSORY NOTE (“NOTE”) HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”). THIS NOTE HAS BEEN ACQUIRED FOR INVESTMENT ONLY AND MAY NOT BE SOLD, TRANSFERRED OR ASSIGNED IN THE ABSENCE OF REGISTRATION OF THE RESALE THEREOF UNDER THE SECURITIES ACT OR AN OPINION OF COUNSEL REASONABLY SATISFACTORY IN FORM, SCOPE AND SUBSTANCE TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.**

**PROMISSORY NOTE**

Principal Amount: US\$125,000

Dated: August 16, 2023

New York, New York

**FOR VALUE RECEIVED**, Prime Number Acquisition I Corp. (the “**Maker**” or the “**Company**”) promises to pay to the order of Noco-Noco Pte. Ltd., or its registered assignees or successors in interest (the “**Noco-Noco**”), the principal sum of one hundred and twenty five thousand dollars (US\$125,000), on the terms and conditions described below. All payments on this Note shall be made by wire transfer of immediately available funds to such account as the Noco-Noco may from time to time designate by written notice in accordance with the provisions of this note (the “**Note**”).

1. **Principal.** The principal balance of this Note shall be payable by the Maker to the Noco-Noco upon the date on which the Maker consummates a business combination or merger with a qualified target company (as described in its Prospectus (as defined below)) (a “**Business Combination**”) or the date of expiry of the term of the Maker, whichever is earlier (such date, the “**Maturity Date**”). The principal balance may be prepaid at any time prior to the Maturity Date without penalty. Under no circumstances shall any individual, including but not limited to any officer, director, employee or stockholder of the Maker, be obligated personally for any obligations or liabilities of the Maker hereunder.
2. **Conversion Rights.** The Noco-Noco has the right, but not the obligation, to convert this Note, in whole or in part, into Private Shares (the “**Shares**”) of the Maker, that are identical to public shares of the Maker, subject to certain exceptions, as described in the Prospectus of the Maker (File Number 333-262457) (the “**Prospectus**”), by providing the Maker with written notice of its intention to convert this Note at least two business days prior to the closing of a Business Combination. The number of Shares to be received by the Noco-Noco in connection with such conversion shall be an amount determined by dividing (x) the sum of the outstanding principal amount payable to such Noco-Noco by (y) \$10.00.
  - (a) **Fractional Shares.** No fractional Shares will be issued upon conversion of this Note. In lieu of any fractional Shares to which Noco-Noco would otherwise be entitled, the Maker will pay to Noco-Noco in cash the amount of the unconverted principal balance of this Note that would otherwise be converted into such fractional Shares.
  - (b) **Effect of Conversion.** If the Maker timely receives notice of the Noco-Noco’s intention to convert this Note at least two business days prior to the closing of a Business Combination, this Note shall be deemed to be converted on such closing date. At its expense, the Maker will, upon receipt of such conversion notice, as soon as practicable after consummation of a Business Combination, issue and deliver to Noco-Noco, at Noco-Noco’s address as requested by Noco-Noco in its conversion notice, a certificate or certificates for the number of Shares to which Noco-Noco is entitled upon such conversion (bearing such legends as are customary pursuant to applicable state and federal securities laws), including a check payable to Noco-Noco for any cash amounts payable as a result of any fractional Shares as described herein.

3. **Interest.** This Note does not carry any interest on the unpaid principal balance of this Note, provided, that, any overdue amounts shall accrue default interest at a rate per annum equal to the interest rate which is the prevailing short-term United States Treasury Bill rate, from the date on which such payment is due until the day on which all sums due are received by the Noco-Noco.
4. **Application of Payments.** All payments shall be applied first to payment in full of any costs incurred in the collection of any sum due under this Note, including but not limited to reasonable attorney's and auditor's fees and expenses, then to the payment in full of any late charges, and finally to the reduction of the unpaid principal balance of this Note.
5. **Events of Default.** The following shall constitute an event of default (each, an "**Event of Default**"):
  - (a) **Failure to Make Required Payments.** Failure by the Maker to pay the principal amount due pursuant to this Note more than 5 business days of the Maturity Date.
  - (b) **Voluntary Bankruptcy, etc.** The commencement by the Maker of a voluntary case under any applicable bankruptcy, insolvency, reorganization, rehabilitation or other similar law, or the consent by it to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the Maker or for any substantial part of its property, or the making by it of any assignment for the benefit of creditors, or the failure of the Maker generally to pay its debts as such debts become due, or the taking of corporate action by the Maker in furtherance of any of the foregoing.
  - (c) **Involuntary Bankruptcy, etc.** The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Maker in an involuntary case under any applicable bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Maker or for any substantial part of its property, or ordering the winding-up or liquidation of its affairs, and the continuance of any such decree or order unstayed and in effect for a period of 60 consecutive days.
  - (d) **Breach of Other Obligations.** The Maker fails to perform or comply with any one or more of its obligations under this Note.
  - (e) **Cross Default.** Any present or future indebtedness of the Maker in respect of moneys borrowed or raised becomes (or becomes capable of being declared) due and payable prior to its stated maturity by reason of any event of default, or any such indebtedness is not paid when due or, as the case may be, within any applicable grace period.
  - (f) **Enforcement Proceedings.** A distress, attachment, execution or other legal process is levied or enforced on or against any assets of the Maker which is not discharged or stayed within 30 days.
  - (g) **Unlawfulness and Invalidity.** It is or becomes unlawful for the Maker to perform any of its obligations under this Note, or any obligations of the Maker under this Note are not or cease to be legal, valid, binding or enforceable.

## 6. Remedies.

- (a) Upon the occurrence of an Event of Default specified in Section 5(a) and 5(d) hereof, the Noco-Noco may, by written notice to the Maker, declare this Note to be due immediately and payable, whereupon the unpaid principal amount of this Note, and all other amounts payable hereunder, shall become immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived, notwithstanding anything contained herein or in the documents evidencing the same to the contrary.
- (b) Upon the occurrence of an Event of Default specified in Sections 5(b), 5(c), 5(e), 5(f) and 5(g) hereof, the unpaid principal balance of this Note, and all other sums payable with regard to this Note hereunder, shall automatically and immediately become due and payable, in all cases without any action on the part of the Noco-Noco.
7. **Taxes.** The Maker will pay all amounts due hereunder free and clear of and without reduction for any taxes, levies, imposts, deductions, withholding or charges imposed or levied by any governmental authority or any political subdivision or taxing authority thereof with respect thereto ("**Taxes**"). The Maker will pay on behalf of the Noco-Noco all such Taxes so imposed or levied and any additional amounts as may be necessary so that the net payment of principal and any interest on this Note received by the Noco-Noco after payment of all such Taxes shall be not less than the full amount provided hereunder.
8. **Waivers.** The Maker and all endorsers and guarantors of, and sureties for, this Note waive presentment for payment, demand, notice of dishonor, protest, and notice of protest with regard to the Note, all errors, defects and imperfections in any proceedings instituted by the Noco-Noco under the terms of this Note, and all benefits that might accrue to the Maker by virtue of any present or future laws exempting any property, real or personal, or any part of the proceeds arising from any sale of any such property, from attachment, levy or sale under execution, or providing for any stay of execution, exemption from civil process, or extension of time for payment; and the Maker agrees that any real estate that may be levied upon pursuant to a judgment obtained by virtue hereof or any writ of execution issued hereon, may be sold upon any such writ in whole or in part in any order desired by the Noco-Noco.
9. **Unconditional Liability.** The Maker hereby waives all notices in connection with the delivery, acceptance, performance, default, or enforcement of the payment of this Note, and agrees that its liability shall be unconditional, without regard to the liability of any other party, and shall not be affected in any manner by any indulgence, extension of time, renewal, waiver or modification granted or consented to by the Noco-Noco, and consents to any and all extensions of time, renewals, waivers, or modifications that may be granted by the Noco-Noco with respect to the payment or other provisions of this Note, and agrees that additional makers, endorsers, guarantors, or sureties may become parties hereto without notice to the Maker or affecting the Maker's liability hereunder. For the purpose of this Note, "business day" shall mean a day (other than a Saturday, Sunday or public holiday) on which banks are open in China and New York for general banking business.
10. **Notices.** All notices, statements or other documents which are required or contemplated by this Note shall be made in writing and delivered: (i) personally or sent by first class registered or certified mail, overnight courier service to the address most recently provided in writing to such party or such other address as may be designated in writing by such party, (ii) by fax to the number most recently provided to such party or such other fax number as may be designated in writing by such party, or (iii) by email, to the email address most recently provided to such party or such other email address as may be designated in writing by such party. Any notice or other communication so transmitted shall be deemed to have been given on (a) the day of delivery, if delivered personally, (b) only if the receipt is acknowledged, the day after such receipt, if sent by fax or email, (c) the business day after delivery to an overnight courier service, if sent by an overnight courier service, or (d) 5 days after mailing if sent by first class registered or certified mail.



11. **Construction.** This Note shall be construed and enforced in accordance with the laws of New York, without regard to conflict of law provisions thereof.
12. **Severability.** Any provision contained in this Note which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The Noco-Noco hereby waives any and all right, title, interest or claim of any kind (“**Claim**”) in or to any amounts contained in the trust account deriving from the proceeds of the IPO conducted by the Maker and the proceeds of the sale of securities in a private placement (if any) prior to the effectiveness of the IPO, as described in greater detail in the Prospectus filed with the Securities and Exchange Commission in connection with the IPO (the “**Trust Account Funds**”), and hereby agrees not to seek recourse, reimbursement, payment or satisfaction for any Claim from the Trust Account Funds or any distribution therefrom for any reason whatsoever. If Maker does not consummate the Business Combination, this Note shall be repaid only from amounts other than Trust Account Funds, if any.
13. **Amendment; Waiver.** Any amendment hereto or waiver of any provision hereof may be made with, and only with, the written consent of the Maker and the Noco-Noco.
14. **Assignment.** This Note shall be binding upon the Maker and its successors and assigns and is for the benefit of the Noco-Noco and its successors and assigns, except that the Maker may not assign or otherwise transfer its rights or obligations under this Note. The Noco-Noco may at any time without the consent of or notice to the Maker assign to one or more entities all or a portion of its rights under this Note.

*[signature page follows]*

The Parties, intending to be legally bound hereby, have caused this Note to be duly executed by the undersigned as of the day and year first above written.

**MAKER:**

**Prime Number Acquisition I Corp.**

By: /s/ Dongfeng Wang  
Name: Dongfeng Wang  
Title: Chief Executive Officer

**NOCO-NOCO:**

**Noco-Noco Pte. Ltd.**

By: /s/ Masataka Matsumura  
Name: Masataka Matsumura  
Title: Director and CEO

*[signature page to the promissory note]*

## **noco-noco and Prime Number Acquisition I Corp. announce business combination approval by Prime Number Acquisition I Corp. stockholders**

**Manhasset, New York, August 16, 2023 (GLOBE NEWSWIRE)** –Prime Number Acquisition I Corp. (Nasdaq: PNAC; “Prime Number”), a publicly traded special acquisition company, today announced that their previously announced business combination (the “Business Combination”) with noco-noco Pte. Ltd. (“noco-noco”), an early-stage decarbonization solutions provider aiming to accelerate global transformation to a carbon-neutral economy, was approved at a special meeting of stockholders (the “Special Meeting”) of Prime Number on August 16, 2023. Approximately 92% of the votes cast at the Special Meeting were in favor of the Business Combination. Prime Number plans to file the results of the Special Meeting, as tabulated by an independent inspector of elections, on a Current Report on Form 8-K with the Securities and Exchange Commission (the “SEC”) later today.

Subject to the satisfaction of customary closing conditions, the transaction is expected to close later this month. The combined company will be renamed as “noco-noco Inc.”, and its shares and warrants are expected to begin trading on the Nasdaq under the symbols “NCNC” and “NCNCW”, respectively, once the transaction is closed.

### **ABOUT NOCO-NOCO**

noco-noco is a decarbonization solutions provider working to accelerate the global transformation to a carbon-neutral economy. With X-SEPA™, a battery separator technology designed for long-lasting and high heat-resistant performance, and noco-noco’s carbon-neutral leasing platform, noco-noco expects to address the need for clean, affordable, and sustainable energy solutions. For more information on noco-noco, visit [www.noco-noco.com](http://www.noco-noco.com)

### **ABOUT PRIME NUMBER ACQUISITION I CORP.**

Prime Number Acquisition I Corp. is a blank check company, also commonly referred to as a special purpose acquisition company, or SPAC, formed for the purpose of effecting a merger, capital stock exchange, asset acquisition, stock purchase, reorganization or similar business combination with one or more businesses with one or more businesses or entities, provided that it will not undertake its initial business combination with any entity being based in or having the majority of the company’s operations in China (including Hong Kong and Macau). None of its founders or the Company is affiliated with Prime Number Capital LLC, an underwriter for the Company’s initial public offering (the “IPO”).

---

## Forward-Looking Statements

This press release contains forward-looking statements within the meaning of section 27A of the U.S. Securities Act of 1933, as amended (the “Securities Act”), and section 21E of the U.S. Securities Exchange Act of 1934 (“Exchange Act”) that are based on beliefs and assumptions and on information currently available to noco-noco and PNAC. In some cases, you can identify forward-looking statements by the following words: “may,” “will,” “could,” “would,” “should,” “expect,” “intend,” “plan,” “anticipate,” “believe,” “estimate,” “predict,” “project,” “potential,” “continue,” “ongoing,” “target,” “seek” or the negative or plural of these words, or other similar expressions that are predictions or indicate future events or prospects, although not all forward-looking statements contain these words. Any statements that refer to expectations, projections or other characterizations of future events or circumstances, including the proposed business combination, the benefits and synergies of the proposed business combination, the markets in which noco-noco operates as well as any information concerning possible or assumed future results of operations of the combined company after the consummation of the proposed business combination, are also forward-looking statements. These statements involve risks, uncertainties and other factors that may cause actual results, levels of activity, performance or achievements to be materially different from those expressed or implied by these forward-looking statements. Although each of noco-noco and PNAC believes that it has a reasonable basis for each forward-looking statement contained in this communication, each of noco-noco and PNAC caution you that these statements are based on a combination of facts and factors currently known and projections of the future, which are inherently uncertain. Neither noco-noco nor PNAC can assure you that the forward-looking statements in this communication will prove to be accurate. These forward-looking statements are subject to a number of risks and uncertainties, including, among others, the ability to complete the business combination due to the failure to obtain approval from PNAC’s stockholders or satisfy other closing conditions in the business combination agreement, the occurrence of any event that could give rise to the termination of the business combination agreement, the ability to recognize the anticipated benefits of the business combination, the amount of redemption requests made by PNAC’s public stockholders, costs related to the transaction, the impact of the global COVID-19 pandemic, the risk that the transaction disrupts current plans and operations as a result of the announcement and consummation of the transaction, the outcome of any potential litigation, government or regulatory proceedings and other risks and uncertainties. There may be additional risks that neither noco-noco nor PNAC presently know or that noco-noco and PNAC currently believe are immaterial that could also cause actual results to differ from those contained in the forward-looking statements. In light of the significant uncertainties in these forward-looking statements, you should not regard these statements as a representation or warranty by noco-noco, PNAC, and their respective directors, officers or employees or any other person that noco-noco and PNAC will achieve their objectives and plans in any specified time frame, or at all. The forward-looking statements in this press release represent the views of noco-noco and PNAC as of the date of this communication. Subsequent events and developments may cause those views to change. However, while noco-noco and PNAC may update these forward-looking statements in the future, there is no current intention to do so, except to the extent required by applicable law. You should, therefore, not rely on these forward-looking statements as representing the views of noco-noco or PNAC as of any date subsequent to the date of this communication.

### Contact:

Prime Number Capital, LLC on behalf of Prime Number Acquisition I Corp.  
Ms. Xiaoyan Jiang, Chairwoman  
Email: [info@pncps.com](mailto:info@pncps.com)

noco-noco Pte. Ltd.  
4 Shenton Way, SGX Centre 2 #04-06, Singapore 068807  
[investor@noco-noco.com](mailto:investor@noco-noco.com)

---

**Prime Number Acquisition I Corp. Announces Extension of the Deadline for an Initial Business Combination**

**Manhasset, New York**, August 16, 2023 (GLOBE NEWSWIRE) -- Prime Number Acquisition I Corp. (the “Company” or “PNAC”) (Nasdaq: PNAC), a special purpose acquisition company, today announced that, in order to extend the date by which the Company must complete its initial business combination from August 17, 2023 to September 17, 2023, noco-noco Inc., the sponsor of the Company, has deposited into its trust account (the “Trust Account”) an aggregate of \$125,000 (the “Monthly Extension Payment”).

The payment for such Monthly Extension Fee was made by noco-noco Pte. Ltd., a Singapore private company limited by share (“noco-noco”), a party to the business combination agreement (the “Business Combination Agreement”) entered between the Company and certain other entities on December 29, 2022, as the designee of the sponsors of the Company.

Pursuant to the Company’s certificate of amendment to the amended & restated Certificate of Incorporation (“Current Charter”), effectively May 17, 2023, the Company may extend on monthly basis from May 17, 2023 until November 17, 2023 or such an earlier date as may be determined by its board to complete a business combination by depositing the Monthly Extension Payment for each month into the Trust Account. This is the fourth of six monthly extensions of the Company.

As previously disclosed, on December 29, 2022, the Company entered into the Business Combination Agreement (as it may be amended, supplemented, or otherwise modified from time to time) with noco-noco, Prime Number Merger Sub Inc. (“Merger Sub”), Delaware corporation established for the purpose to become a wholly-owned subsidiary of a newly incorporated exempted Cayman Islands company (“PubCo”), and certain shareholders of noco-noco collectively holding a controlling interest. Prime Number Holding Limited, formed as the PubCo on December 28, 2022, and Prime Number New Sub Pte. Ltd., formed as New SubCo on January 25, 2023, joined as parties to the Business Combination Agreement on February 3, 2023.

*This press release shall not constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of these securities in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction.*

**About Prime Number Acquisition I Corp.**

Prime Number Acquisition I Corp. is a blank check company, also commonly referred to as a special purpose acquisition company, or SPAC, formed for the purpose of effecting a merger, capital stock exchange, asset acquisition, stock purchase, reorganization or similar business combination with one or more businesses with one or more businesses or entities, provided that it will not undertake its initial business combination with any entity being based in or having the majority of the company’s operations in China (including Hong Kong and Macau). None of its founders or the Company is affiliated with Prime Number Capital LLC, an underwriter for the Company’s initial public offering (the “IPO”).

**Forward-Looking Statements**

This press release includes forward looking statements that involve risks and uncertainties. Forward looking statements are subject to numerous conditions, risks and changes in circumstances, many of which are beyond the control of the Company, including those set forth in the “Risk Factors” section of the Company’s Annual Report on Form 10-K filed on April 3, 2023 and the proxy statement/prospectus on Form F-4 (File No. 333- 271994) filed public on May 17, 2023 and declared effective by the SEC on July 25, 2023 (together with such subsequent amendments thereto, if any, the “F-4”) by the PubCo with the Securities and Exchange Commission (“SEC”). Such forward-looking statements include the successful consummation of the Company’s initial public offering or exercise of the underwriters’ over-allotment option. The Company expressly disclaims any obligations or undertaking to release publicly any updates or revisions to any forward-looking statements contained herein to reflect any change in the Company’s expectations with respect thereto or any change in events, conditions or circumstances on which any statement is based.

---

**Additional Information and Where to Find It**

This press release does not contain all the information that should be considered concerning the Business Combination and is not intended to form the basis of any investment decision or any other decision in respect of the business combination. PNAC's stockholders and other interested persons are advised to read the F-4 and the amendments thereto and other documents filed in connection with the Business Combination, as these materials will contain important information about noco-noco, PNAC, PubCo and the Business Combination. The proxy statement/prospectus and other relevant materials for the Business Combination have been mailed to stockholders of PNAC as of the record date of July 13, 2023 to be established for voting on the Business Combination. Such stockholders are also able to obtain copies of the proxy statement/prospectus and other documents filed with the SEC, without charge, at the SEC's website at [www.sec.gov](http://www.sec.gov), or by directing a request to PNAC at its principal executive offices at c/o 1129 Northern Blvd, Suite 404, Manhasset, NY 11030, United States.

**Contact Information:**

Prime Number Capital, LLC  
Ms. Xiaoyan Jiang, Chairwoman  
Email [xj@pncps.com](mailto:xj@pncps.com)  
Phone: 516-582-9666

---