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

Date of Report (Date of earliest event reported): **November 8, 2022**

8i Acquisition 2 Corp.
(Exact Name of Registrant as Specified in its Charter)

British Virgin Islands	**001-40678**	**n/a**
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

c/o 6 Eu Tong Seng Street
#08-13 Singapore 059817
(Address of Principal Executive Offices and Zip Code)

Registrant's telephone number, including area code: **+65-6788 0388**

(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 (17 CFR 230.425)

☒ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Units consisting of one Ordinary Share, no par value, one Redeemable Warrant to acquire one-half (1/2) of one Ordinary Share, and one Right to acquire one-tenth of an Ordinary Share	LAXXU	NASDAQ Stock Market LLC
Ordinary Shares included as part of the Units	LAX	NASDAQ Stock Market LLC
Redeemable Warrants included as part of the Units	LAXXW	NASDAQ Stock Market LLC
Rights included as part of the Units	LAXXR	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 1.01 Entry into a Material Definitive Agreement

Prepaid Forward Agreement

On November 9, 2022, 8i Acquisition 2 Corp. (the "Company, "8i" or "LAX"), EUDA Health Limited ("EUDA" or "EUDA Health") and certain institutional investor (the "Seller") entered into an agreement (the "Prepaid Forward Agreement") for an equity prepaid forward transaction (the "Prepaid Forward Transaction"). Pursuant to the terms of the Prepaid Forward Agreement, Seller may (i) purchase through a broker in the open market, from holders of Shares (as defined below) other than the Company or affiliates thereof, 8i's Ordinary Shares, no par value, (the "Shares"), or (ii) reverse Seller's prior exercise of redemption rights as to Shares in connection with the Business Combination (all such purchased or reversed Shares, the "Recycled Shares"). While Seller has no obligation to purchase any Shares under the Prepaid Forward Agreement, the aggregate total Recycled Shares that may be purchased or reversed under the Prepaid Forward Agreement shall be no more than 1,400,000 shares (the "Maximum Number of Shares"). The number of Recycled Shares that are actually purchased or reversed under the Prepaid Forward Agreement is referred to as the "Number of Shares". Seller has agreed to hold the Recycled Shares for the benefit of (a) 8i until the closing of the Business Combination (the "Closing") and (b) EUDA after the Closing (each a "Counterparty"). Seller also may not beneficially own greater than 9.9% of issued and outstanding Shares following the Business Combination.

The Prepaid Forward Agreement provides that Seller shall be paid directly, out of the funds held in 8i's Trust Account, a cash amount (the "Prepayment Amount") a cash amount equal to (i) the Number of Shares underlying the Transaction as set forth in the Seller's notice, multiplied by (ii) the per share redemption price (the "Redemption Price") to be paid for redeemed shares in connection with the shareholders' vote on the Business Combination.

In addition to the Prepayment Amount, Seller shall be paid directly from the Trust Account an amount equal to the product of 100,000 multiplied by the Redemption Price for the purpose of repayment of Seller purchasing in the open market prior to Closing, 100,000 Shares (the "Additional Purchased Shares"), which Shares shall not be included in the Number of Shares under the Prepaid Forward Agreement.

Seller may in its discretion sell Recycled Shares that Seller purchases, the effect of which is to terminate the Prepaid Forward Agreement in respect of such Recycled Shares sold (the "Terminated Shares"). The Counterparty shall be entitled to receive proceeds from such sales of Terminated Shares equal to the product of (x) the number of Terminated Shares multiplied by (y) the Reset Price. Following the Closing, the "Reset Price" will initially be $10.00 per Share, but will be adjusted on each of the first and eleventh scheduled trading day of each calendar month (each a "Reset Date") commencing immediately following the Closing of the Business Combination to the lowest of (a) the then-current Reset Price, (b) $10.00 and (c) the greater of (x) $5.00 (as adjusted for stock splits, stock dividends, stock combinations, recapitalizations and similar events) and (y) the quotient of (I) the sum of the daily VWAP of the Shares of the Counterparty on each scheduled trading day during the ten scheduled trading day period ending, and including, the scheduled trading day immediately preceding the applicable Reset Date, divided by (II) ten (10); provided, however, that to the extent Counterparty sells, enters any agreement to sell or grants any right to reprice, or otherwise dispose of or issue (or announce any offer, sale, grant or any option to purchase or other disposition) any Shares or any securities of Counterparty or any of their respective subsidiaries which would entitle the holder thereof to acquire at any time Shares, including, without limitation, any debt, preferred stock, right, option, warrant or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Shares, at an effective price per share less than the then existing Reset Price, then the Reset Price shall be adjusted to equal such reduced price.

The maturity date of the Transaction (the "Maturity Date") will be the earliest to occur of (a) the first anniversary of the Closing and (b) the date specified by Seller in a written notice to be delivered at Seller's discretion (not earlier than the day such notice is effective) after any occurrence wherein during any 30 consecutive trading-day period, the dollar volume-weighted average price (the "VWAP Price") of the Shares for 20 trading days is less than $3.00 per Share (a "VWAP Trigger Event"). Upon the occurrence of the Maturity Date, Counterparty is obligated to pay to Seller an amount equal to the product of (a) (x) the number of Recycled Shares less (y) the number of Terminated Shares multiplied by (b) $2.50 (the "Maturity Consideration"). The Maturity Consideration shall be payable by Counterparty, in cash or, at the option of Counterparty, Shares based on the daily VWAP Price over 30 trading days ending on (i) the Maturity Date to the extent the Shares used to pay the Maturity Consideration are freely tradable by Seller, or (ii) if not freely tradeable by Seller, one (1) trading day prior to the date on which the resale registration statement registering the Shares used to pay the Maturity Consideration becomes effective under the Securities Act. If Counterparty pays the Maturity Consideration in Shares, then Counterparty shall pay the Maturity Consideration on a net basis such that Seller retains a Number of Shares due to Counterparty upon the Maturity Date equal to the number of Maturity Consideration Shares payable to Seller, only to the extent the Number of Shares due to Counterparty upon the Maturity Date are equal to or more than the number of Maturity Consideration Shares payable to Seller, with any Maturity Consideration remaining due to be paid to Seller in newly issued Shares (such newly issued Shares, the "Excess Shares"). If Excess Shares issued as Maturity Consideration shall equate to 20% or more of the Counterparty's outstanding Shares, then the Counterparty shall use reasonable efforts to obtain shareholder approval for the issuance of such Excess Shares to the extent required by the Exchange on which the Shares are then listed on or prior to the Maturity Date (the "Shareholder Approval"). If at the Maturity Date, (i) the number of Excess Shares equates to 20% or more of the Counterparty's outstanding Shares, (ii) Shareholder Approval is required by the Exchange on which the Shares are then listed and (iii) the Counterparty fails to obtain the Shareholder Approval on or prior to the Maturity Date, then the Counterparty will pay such portion of the Merger Consideration that would have otherwise corresponded to the Excess Shares to Seller in cash. In addition to the Maturity Consideration, at Maturity Date, Seller will be entitled to retain a cash amount equal to the product of (y) the Number of Shares remaining in the Transaction multiplied by (z) the Redemption Price, and Seller will deliver to Buyer the Number of Shares that remain in the Transaction.

A break-up fee equal to (i) all of Seller's actual out-of-pocket reasonable fees, costs and expenses relating to the Transaction (without a cap) plus (ii) $1,000,000 (collectively, the "Break-up Fee") shall be payable, jointly and severally, by the Counterparty and EUDA to the Seller in the event (a) the Prepaid Purchase Agreement or the Transaction is terminated by either the Counterparty or EUDA, or (b) upon any Additional Termination Event (as defined in the Prepaid Forward Agreement), except where the Additional Termination Event occurred solely as a result of a failure of Seller to purchase the Maximum Number of Shares or a material breach of Seller's obligations.

The Seller does not possess any redemption rights in respect of the Recycled Shares. In addition, the Seller may freely transfer or assign its rights under the Prepaid Forward Agreement.

The primary purpose of entering into the Prepaid Forward Agreement is to help ensure that certain Nasdaq initial listing requirements will be met, and therefore increases the likelihood that the Business Combination will close.

Termination Agreement

As previously disclosed, 8i and Greentree Financial Group, Inc., a Florida corporation ("Greentree") entered into a Forward Purchase Agreement on November 1, 2022 (the "Forward Purchase Agreement"). On November 9, 2022, 8i and Greentree entered into a Termination Agreement (the "Termination Agreement") terminating the Forward Purchase Agreement, a copy of which is filed as Exhibit 10.2 to this Current Report on Form 8-K.

The foregoing description is only a summary of the Prepaid Forward Agreement and the Termination Agreement, and is qualified in its entirety by reference to the full text of the Prepaid Forward Agreement and the Termination Agreement, which are filed as Exhibit 10.1 and Exhibit 10.2, respectively, hereto and are incorporated by reference herein. The Prepaid Forward Agreement and the Termination Agreement are included as exhibits to this Current Report on Form 8-K in order to provide shareholders with material information regarding the terms of the transactions. They are not intended to provide any other factual information about the Company or the Seller. The representations, warranties and covenants contained in the Prepaid Forward Agreement were made only for purposes of that agreement; are solely for the benefit of the parties to such Prepaid Forward Agreement; may have been made for the purposes of allocating contractual risk between the parties to such Prepaid Forward Agreement instead of establishing these matters as facts; and may be subject to standards of materiality applicable to the parties that differ from those applicable to Investor. Shareholders should not rely on the representations, warranties or covenants or any description thereof as characterizations of the actual state of facts or condition of the Company.

Item 8.01. Other Events.

In connection with the shareholders' vote at the Special Meeting of Shareholders held by 8i Acquisition 2 Corp. on November 10, 2022, 8,195,770 shares were tendered for redemption. The Company currently anticipates the per share redemption price to be approximately $10.08.

The following disclosure supplements the disclosure contained in the definitive proxy statement, which was filed by the Company with the U.S. Securities and Exchange Commission (the "Commission") on October 13, 2022, and distributed on or about October 17, 2022 to the Company's shareholders of record as of the close business on October 10, 2022 in connection with the Business Combination (the "Definitive Proxy Statement"). On November 7, 2022, the Company filed with the Commission a proxy supplement no. 1 (the "First Supplement") to provide information about (i) a forward purchase transaction contemplated by that certain Forward Share Purchase Agreement entered into by and between 8i and Greentree Financial Group, Inc., a Florida corporation ("Greentree"), dated November 1, 2022; and (ii) a Waiver Agreement between 8i and the Seller waiving certain conditions to Closing. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Definitive Proxy Statement.

The following disclosure should be read in conjunction with the disclosures contained in the Definitive Proxy Statement and the First Supplement, which should be read in their entireties. To the extent that information set forth herein differs from or updates information contained in the Definitive Proxy Statement and the First Supplement, the information contained herein supersedes the information contained in the Definitive Proxy Statement and the First Supplement. All page references are to pages in the Definitive Proxy Statement, and any defined terms used but not defined herein shall have the meanings set forth in the Definitive Proxy Statement.

Supplements to the Definitive Proxy Statement and the First Supplement

The Definitive Proxy Statement is amended and supplemented on page 21 by adding the following to the end of the "Forward Purchase Agreement" section of the Definitive Proxy Statement (as revised by the First Supplement).

On November 9, 2022, 8i and Greentree entered into a Termination Agreement terminating the Forward Purchase Agreement.

The Definitive Proxy Statement is amended and supplemented on page 21 by adding the following to the "SUMMARY OF THE PROXY STATEMENT – Other Agreements Relating to the Business Combination" section of the Definitive Proxy Statement.

Prepaid Forward Agreement

On November 9, 2022, 8i, EUDA and certain institutional investor (the "Seller") entered into an agreement (the "Prepaid Forward Agreement") for an equity prepaid forward transaction (the "Prepaid Forward Transaction"). Pursuant to the terms of the Prepaid Forward Agreement, Seller may (i) purchase through a broker in the open market, from holders of Shares (as defined below) other than the Company or affiliates thereof, 8i's Ordinary Shares, no par value, (the "Shares"), or (ii) reverse Seller's prior exercise of redemption rights as to Shares in connection with the Business Combination (all such purchased or reversed Shares, the "Recycled Shares"). While Seller has no obligation to purchase any Shares under the Prepaid Forward Agreement, the aggregate total Recycled Shares that may be purchased or reversed under the Prepaid Forward Agreement shall be no more than 1,400,000 shares (the "Maximum Number of Shares"). The number of Recycled Shares that are actually purchased or reversed under the Prepaid Forward Agreement is referred to as the "Number of Shares". Seller has agreed to hold the Recycled Shares, for the benefit of (a) 8i until the closing of the Business Combination (the "Closing") and (b) EUDA after the Closing (each a "Counterparty"). Seller also may not beneficially own greater than 9.9% of issued and outstanding Shares following the Business Combination.

The Prepaid Forward Agreement provides that Seller shall be paid directly, out of the funds held in 8i's Trust Account, a cash amount (the "Prepayment Amount") a cash amount equal to (i) the Number of Shares underlying the Transaction as set forth in the Seller's notice, multiplied by (ii) the per share redemption price (the "Redemption Price") to be paid for redeemed shares in connection with the shareholders' vote on the Business Combination.

In addition to the Prepayment Amount, Seller shall be paid directly from the Trust Account an amount equal to the product of 100,000 multiplied by the Redemption Price for the purpose of repayment of Seller purchasing in the open market prior to Closing, 100,000 Shares (the "Additional Purchased Shares"), which Shares shall not be included in the Number of Shares under the Prepaid Forward Agreement.

Seller may in its discretion sell Recycled Shares that Seller purchases, the effect of which is to terminate the Prepaid Forward Agreement in respect of such Recycled Shares sold (the "Terminated Shares"). The Counterparty shall be entitled to receive proceeds from such sales of Terminated Shares equal to the product of (x) the number of Terminated Shares multiplied by (y) the Reset Price. Following the Closing, the "Reset Price" will initially be $10.00 per Share, but will be adjusted on each of the first and eleventh scheduled trading day of each calendar month (each a "Reset Date") commencing immediately following the Closing of the Business Combination to the lowest of (a) the then-current Reset Price, (b) $10.00 and (c) the greater of (x) $5.00 (as adjusted for stock splits, stock dividends, stock combinations, recapitalizations and similar events) and (y) the quotient of (I) the sum of the daily VWAP of the Shares of the Counterparty on each scheduled trading day during the ten scheduled trading day period ending, and including, the scheduled trading day immediately preceding the applicable Reset Date, divided by (II) ten (10); provided, however, that to the extent Counterparty sells, enters any agreement to sell or grants any right to reprice, or otherwise dispose of or issue (or announce any offer, sale, grant or any option to purchase or other disposition) any Shares or any securities of Counterparty or any of their respective subsidiaries which would entitle the holder thereof to acquire at any time Shares, including, without limitation, any debt, preferred stock, right, option, warrant or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Shares, at an effective price per share less than the then existing Reset Price, then the Reset Price shall be adjusted to equal such reduced price.

The maturity date of the Transaction (the "Maturity Date") will be the earliest to occur of (a) the first anniversary of the Closing and (b) the date specified by Seller in a written notice to be delivered at Seller's discretion (not earlier than the day such notice is effective) after any occurrence wherein during any 30 consecutive trading-day period, the dollar volume-weighted average price (the "VWAP Price") of the Shares for 20 trading days is less than $3.00 per Share (a "VWAP Trigger Event"). Upon the occurrence of the Maturity Date, Counterparty is obligated to pay to Seller an amount equal to the product of (a) (x) the number of Recycled Shares less (y) the number of Terminated Shares multiplied by (b) $2.50 (the "Maturity Consideration"). The Maturity Consideration shall be payable by Counterparty, in cash or, at the option of Counterparty, Shares based on the daily VWAP Price over 30 trading days ending on (i) the Maturity Date to the extent the Shares used to pay the Maturity Consideration are freely tradable by Seller, or (ii) if not freely tradeable by Seller, one (1) trading day prior to the date on which the resale registration statement registering the Shares used to pay the Maturity Consideration becomes effective under the Securities Act. If Counterparty pays the Maturity Consideration in Shares, then Counterparty shall pay the Maturity Consideration on a net basis such that Seller retains a Number of Shares due to Counterparty upon the Maturity Date equal to the number of Maturity Consideration Shares payable to Seller, only to the extent the Number of Shares due to Counterparty upon the Maturity Date are equal to or more than the number of Maturity Consideration Shares payable to Seller, with any Maturity Consideration remaining due to be paid to Seller in newly issued Shares (such newly issued Shares, the "Excess Shares"). If Excess Shares issued as Maturity Consideration shall equate to 20% or more of the Counterparty's outstanding Shares, then the Counterparty shall use reasonable efforts to obtain shareholder approval for the issuance of such Excess Shares to the extent required by the Exchange on which the Shares are then listed on or prior to the Maturity Date (the "Shareholder Approval"). If at the Maturity Date, (i) the number of Excess Shares equates to 20% or more of the Counterparty's outstanding Shares, (ii) Shareholder Approval is required by the Exchange on which the Shares are then listed and (iii) the Counterparty fails to obtain the Shareholder Approval on or prior to the Maturity Date, then the Counterparty will pay such portion of the Merger Consideration that would have otherwise corresponded to the Excess Shares to Seller in cash. In addition to the Maturity Consideration, at Maturity Date, Seller will be entitled to retain a cash amount equal to the product of (y) the Number of Shares remaining in the Transaction multiplied by (z) the Redemption Price, and Seller will deliver to Buyer the Number of Shares that remain in the Transaction.

A break-up fee equal to (i) all of Seller's actual out-of-pocket reasonable fees, costs and expenses relating to the Transaction (without a cap) plus (ii) $1,000,000 (collectively, the "Break-up Fee") shall be payable, jointly and severally, by the Counterparty and EUDA to the Seller in the event (a) the Prepaid Purchase Agreement or the Transaction is terminated by either the Counterparty or EUDA, or (b) upon any Additional Termination Event (as defined in the Prepaid Forward Agreement), except where the Additional Termination Event occurred solely as a result of a failure of Seller to purchase the Maximum Number of Shares or a material breach of Seller's obligations.

The Seller does not possess any redemption rights in respect of the Recycled Shares. In addition, the Seller may freely transfer or assign its rights under the Prepaid Forward Agreement.

The Definitive Proxy Statement is amended and supplemented on page 83 by adding the following to the end of the "Forward Purchase Agreement" section of the Definitive Proxy Statement (as revised by the First Supplement).

On November 9, 2022, 8i and Greentree entered into a Termination Agreement terminating the Forward Purchase Agreement.

The Definitive Proxy Statement is amended and supplemented on page 83 by adding the following to the "Proposal No. 1 – The Business Combination Proposal – Ancillary Agreements to the SPA" section of the Definitive Proxy Statement:

Prepaid Forward Agreement

On November 9, 2022, 8i, EUDA and certain institutional investor (the "Seller") entered into an agreement (the "Prepaid Forward Agreement") for an equity prepaid forward transaction (the "Prepaid Forward Transaction"). Pursuant to the terms of the Prepaid Forward Agreement, Seller may (i) purchase through a broker in the open market, from holders of Shares (as defined below) other than the Company or affiliates thereof, 8i's Ordinary Shares, no par value, (the "Shares"), or (ii) reverse Seller's prior exercise of redemption rights as to Shares in connection with the Business Combination (all such purchased or reversed Shares, the "Recycled Shares"). While Seller has no obligation to purchase any Shares under the Prepaid Forward Agreement, the aggregate total Recycled Shares that may be purchased or reversed under the Prepaid Forward Agreement shall be no more than 1,400,000 shares (the "Maximum Number of Shares"). The number of Recycled Shares that are actually purchased or reversed under the Prepaid Forward Agreement is referred to as the "Number of Shares". Seller has agreed to hold the Recycled Shares for the benefit of (a) 8i until the closing of the Business Combination (the "Closing") and (b) EUDA after the Closing (each a "Counterparty"). Seller also may not beneficially own greater than 9.9% of issued and outstanding Shares following the Business Combination.

The Prepaid Forward Agreement provides that Seller shall be paid directly, out of the funds held in 8i's Trust Account, a cash amount (the "Prepayment Amount") a cash amount equal to (i) the Number of Shares underlying the Transaction as set forth in the Seller's notice, multiplied by (ii) the per share redemption price (the "Redemption Price") to be paid for redeemed shares in connection with the shareholders' vote on the Business Combination.

In addition to the Prepayment Amount, Seller shall be paid directly from the Trust Account an amount equal to the product of 100,000 multiplied by the Redemption Price for the purpose of repayment of Seller purchasing in the open market prior to Closing, 100,000 Shares (the "Additional Purchased Shares"), which Shares shall not be included in the Number of Shares under the Prepaid Forward Agreement.

Seller may in its discretion sell Recycled Shares that Seller purchases, the effect of which is to terminate the Prepaid Forward Agreement in respect of such Recycled Shares sold (the "Terminated Shares"). The Counterparty shall be entitled to receive proceeds from such sales of Terminated Shares equal to the product of (x) the number of Terminated Shares multiplied by (y) the Reset Price. Following the Closing, the "Reset Price" will initially be $10.00 per Share, but will be adjusted on each of the first and eleventh scheduled trading day of each calendar month (each a "Reset Date") commencing immediately following the Closing of the Business Combination to the lowest of (a) the then-current Reset Price, (b) $10.00 and (c) the greater of (x) $5.00 (as adjusted for stock splits, stock dividends, stock combinations, recapitalizations and similar events) and (y) the quotient of (I) the sum of the daily VWAP of the Shares of the Counterparty on each scheduled trading day during the ten scheduled trading day period ending, and including, the scheduled trading day immediately preceding the applicable Reset Date, divided by (II) ten (10); provided, however, that to the extent Counterparty sells, enters any agreement to sell or grants any right to reprice, or otherwise dispose of or issue (or announce any offer, sale, grant or any option to purchase or other disposition) any Shares or any securities of Counterparty or any of their respective subsidiaries which would entitle the holder thereof to acquire at any time Shares, including, without limitation, any debt, preferred stock, right, option, warrant or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Shares, at an effective price per share less than the then existing Reset Price, then the Reset Price shall be adjusted to equal such reduced price.

The maturity date of the Transaction (the "Maturity Date") will be the earliest to occur of (a) the first anniversary of the Closing and (b) the date specified by Seller in a written notice to be delivered at Seller's discretion (not earlier than the day such notice is effective) after any occurrence wherein during any 30 consecutive trading-day period, the dollar volume-weighted average price (the "VWAP Price") of the Shares for 20 trading days is less than $3.00 per Share (a "VWAP Trigger Event"). Upon the occurrence of the Maturity Date, Counterparty is obligated to pay to Seller an amount equal to the product of (a) (x) the number of Recycled Shares less (y) the number of Terminated Shares multiplied by (b) $2.50 (the "Maturity Consideration"). The Maturity Consideration shall be payable by Counterparty, in cash or, at the option of Counterparty, Shares based on the daily VWAP Price over 30 trading days ending on (i) the Maturity Date to the extent the Shares used to pay the Maturity Consideration are freely tradable by Seller, or (ii) if not freely tradeable by Seller, one (1) trading day prior to the date on which the resale registration statement registering the Shares used to pay the Maturity Consideration becomes effective under the Securities Act. If Counterparty pays the Maturity Consideration in Shares, then Counterparty shall pay the Maturity Consideration on a net basis such that Seller retains a Number of Shares due to Counterparty upon the Maturity Date equal to the number of Maturity Consideration Shares payable to Seller, only to the extent the Number of Shares due to Counterparty upon the Maturity Date are equal to or more than the number of Maturity Consideration Shares payable to Seller, with any Maturity Consideration remaining due to be paid to Seller in newly issued Shares (such newly issued Shares, the "Excess Shares"). If Excess Shares issued as Maturity Consideration shall equate to 20% or more of the Counterparty's outstanding Shares, then the Counterparty shall use reasonable efforts to obtain shareholder approval for the issuance of such Excess Shares to the extent required by the Exchange on which the Shares are then listed on or prior to the Maturity Date (the "Shareholder Approval"). If at the Maturity Date, (i) the number of Excess Shares equates to 20% or more of the Counterparty's outstanding Shares, (ii) Shareholder Approval is required by the Exchange on which the Shares are then listed and (iii) the Counterparty fails to obtain the Shareholder Approval on or prior to the Maturity Date, then the Counterparty will pay such portion of the Merger Consideration that would have otherwise corresponded to the Excess Shares to Seller in cash. In addition to the Maturity Consideration, at Maturity Date, Seller will be entitled to retain a cash amount equal to the product of (y) the Number of Shares remaining in the Transaction multiplied by (z) the Redemption Price, and Seller will deliver to Buyer the Number of Shares that remain in the Transaction.

A break-up fee equal to (i) all of Seller's actual out-of-pocket reasonable fees, costs and expenses relating to the Transaction (without a cap) plus (ii) $1,000,000 (collectively, the "Break-up Fee") shall be payable, jointly and severally, by the Counterparty and EUDA to the Seller in the event (a) the Prepaid Purchase Agreement or the Transaction is terminated by either the Counterparty or EUDA, or (b) upon any Additional Termination Event (as defined in the Prepaid Forward Agreement), except where the Additional Termination Event occurred solely as a result of a failure of Seller to purchase the Maximum Number of Shares or a material breach of Seller's obligations.

The Seller does not possess any redemption rights in respect of the Recycled Shares. In addition, the Seller may freely transfer or assign its rights under the Prepaid Forward Agreement.

The primary purpose of entering into the Forward Purchase Agreement is to help ensure that certain Nasdaq initial listing requirements will be met, and therefore increases the likelihood that the Business Combination will close.

The Definitive Proxy Statement is amended and supplemented on page 83 by adding the following to the "Proposal No. 1 – The Business Combination Proposal – Background of the Business Combination" section of the Definitive Proxy Statement:

On November 8, 2022, 8,195,770 shares were tendered for redemption in connection with the Meeting seeking shareholders' vote for the Business Combination. On that same day, 8i's Board considered additional options to ensure that there will be a minimum market value of unrestricted publicly held shares of at least $20.0 million at Closing to meet the Nasdaq Global Market's listing requirements. After the redemption deadline at 5 p.m. on November 8, 8i received from Maxim Group, 8i's underwriter for its IPO, proposed terms of a certain equity prepaid forward purchase transaction with certain institutional investor. On that same day, after consultation with management, 8i's Board authorized management to terminate 8i's Forward Share Purchase Agreement with Greentree dated November 1, 2022, and to negotiate with that institutional investor on certain equity prepaid forward purchase agreement, and enter into such agreement. On November 9, 2022, 8i entered into the Prepaid Forward Agreement with the institutional investor.

The Definitive Proxy Statement is amended and supplemented on page 117 by adding the following to the end of the "Management's Discussion and Analysis of Financial Condition and Results of Operations of 8i – Contractual Obligations" section of the Definitive Proxy Statement (as revised by the First Supplement).

On November 9, 2022, 8i and Greentree entered into a Termination Agreement terminating the Forward Purchase Agreement.

The Definitive Proxy Statement is amended and supplemented on page 187 by replacing the last paragraph and table at the end of the "Beneficial Ownership of Securities – Pre & Post Business Combination" section of the Definitive Proxy Statement with the following:

The expected beneficial ownership of Ordinary Shares post-Business Combination under the header "*Post-Business Combination—Assuming No Redemption*" assumes none of the Public Shares having been redeemed.

	Pre-Business Combination		Post-Business Combination			
	Ordinary Shares		Assuming No Redemption		Assuming Maximum Redemption	
Name and Address of Beneficial Owner[1]	**Number of Shares Beneficially Owned[2]**	**% of Outstanding Ordinary Shares**	**Number of Shares**	**%**	**Number of Shares**	**%**
Directors and Executive Officers of 8i:						
Meng Dong (James) Tan[2]	2,436,500	22.0%	5,387,850	17.2%	5,387,850	22.6%
Guan Hong (William) Yap	3,000	*	3,000	*	3,000	*
Ajay Rajpal	3,000	*	3,000	*	3,000	*
Alexander Arrow	3,000	*	3,000	*	3,000	*
Kwong Yeow Liew	3,000	*	3,000	*	3,000	*
All Directors and Executive Officers of 8i as a Group (5 Individuals)	2,448,500	22.1%	5,399,850	17.2%	5,399,850	22.7%
Five Percent Holders 8i:						
8i Holdings 2 Pte. Ltd.[3]	2,141,250	19.3%	2,141,250	6.8%	2,141,250	9.0%
Meng Dong (James) Tan[2]	2,436,500	22.0%	5,387,850	17.2%	5,387,850	22.6%
Directors and Executive Officers of Combined Entity After Consummation of the Business Combination:						
Wei Wen Kelvin Chen[4]	0	-	1,073,333	3.4%	1,073,333	4.5%
Steven John Sobak[5]	0	-	5,742	*	5,742	*
Daniel Tan	0	-	0	-	0	-
Thien Su Gerald Lim	0	-	0	-	0	-
David Francis Capes	0	-	0	-	0	-
Alfred Lim	0	-	0	-	0	-
Kim Hing Chan	0	-	0	-	0	-
All Directors and Executive Officers of Combined Entity as a Group (7 Individuals)	0		1,079,075	3.4%	1,079,075	4.5%
Five Percent Holders of Combined Entity After Consummation of the Business Combination:						
Watermark Developments Limited[6]	0	-	9,660,000	30.8%	9,660,000	40.5%
8i Holdings 2 Pte. Ltd.[3]	2,141,250	19.3%	2,141,250	6.8%	2,141,250	9.0%
Meng Dong (James) Tan[2]	2,436,500	22.0%	5,387,850	17.2%	5,387,850	22.6%

***** Less than 1%.

(1) Unless otherwise indicated, the business address of each of the shareholders is c/o 8i Acquisition 2 Corp., 6 Eu Tong Sen Street #08-13 Singapore 059817.

(2) Share amounts under both Post-Business Combination scenarios include (i) 292,250 shares underlying the Private Units, (ii) 146,125 shares underlying the warrants in the Private Units, (iii) 29,225 shares underlying the rights in the Private Units; and (iv) 2,776,000 shares as part of the Initial Consideration. Mr. Tan's 500,000 ordinary shares (approximately 33.33%) of Watermark Developments Limited ("Watermark"), held through his two wholly-owned companies, 8i Capital Limited and 8i Enterprises Pte Ltd., will be redeemed at the time of the Business Combination; thus, he will not have any indirect ownership through Watermark after the Business Combination.

(3) Mr. Tan, the Company's Chief Executive Officer and Chairman is the sole shareholder and director of 8i Holdings 2 Pte. Ltd. Mr. Tan has sole voting and dispositive power over the shares. The address for 8i 2 Holdings Limited is c/o 8i Acquisition 2 Corp., c/o 6 Eu Tong Sen Street #08-13 Singapore 059817.

(4) Dr. Kelvin Chen beneficially owns 100,000 ordinary shares of Watermark which as the sole shareholder of EUDA, will receive 9,660,000 Ordinary Shares at the closing of the Business Combination.

(5) Steven John Sobak beneficially owns 535 ordinary shares of Watermark, which as the sole shareholder of EUDA, will receive 9,660,000 Ordinary Shares at the closing of the Business Combination.

(6) 9,660,000 Purchaser Shares will be issued to Watermark Developments Limited, or any designee specified by Watermark Developments Limited, at closing of the Business Combination, of which at closing of the Business Combination (a) 25.6% are beneficially owned by Fan Pingli through Wilke Services Limited, at Suite 9, Ansuya Estate, Revolution Avenue Victoria, Mahe, Seychelles, (b) approximately 11.1% are beneficially owned by Kelvin Chen, through Interglobe Venture Inc, at Ground Floor, Coastal Building, Wickhams Cay II, PO Box 3169, Road Town, Tortola, British Virgin Islands, (d) approximately 10.9% are beneficially owned by Hartanto through Mount Locke Limited, at Suite 9, Ansuya Estate, Revolution Avenue Victoria, Mahe, Seychelles, (e) approximately 10.9% are beneficially owned by Koh Yong Pau through Pine Alliance Limited, at Vistra Corporate Services Centre, Wickhams Cay II Road Town, Tortola VG 1110 British Virgin Islands, (f) approximately 10.9% are beneficially owned by Kng Pong Sai through Scotgold Holdings Limited, at Vistra Corporate Services Centre, Wickhams Cay II Road Town, Tortola VG 1110 British Virgin Islands, and (g) approximately 10.9% are beneficially owned by Janic Pacific Limited, at Vistra Corporate Services Centre, Wickhams Cay II Road Town, Tortola VG 1110 British Virgin Islands. The remaining shareholders of Watermark Developments Limited each own less than 5% of Watermark Developments Limited. The address of Watermark Developments Limited is c/o Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands.

Important Information for Investors and Shareholders

This Current Report relates to a proposed transaction between LAX and EUDA Health. It does not constitute an offer to sell or exchange, or the solicitation of an offer to buy or exchange, any securities, nor shall there be any sale of securities in any jurisdiction in which such offer, sale or exchange would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. LAX has filed a proxy statement with the Securities and Exchange Commission (the "Commission") and the proxy statement has been sent to all LAX shareholders. LAX also will file other documents regarding the proposed transaction with the Commission. Before making any voting decision, investors and shareholders of LAX are urged to read the proxy statement and all other relevant documents filed or that will be filed with the Commission in connection with the proposed transaction as they become available because they will contain important information about the proposed transaction.

Investors and shareholders can obtain free copies of the proxy statement and all other relevant documents filed or that will be filed with the Commission by LAX through the website maintained by the Commission at www.sec.gov.

Participants in the Solicitation

LAX and its directors and executive officers and other persons may be deemed to be participants in the solicitation of proxies from LAX's shareholders with respect to the proposed transaction. Information regarding LAX's directors and executive officers is available in its prospectus filed in connection with its initial public offering on November 22, 2021. Additional information regarding the participants in the proxy solicitation relating to the proposed transaction and a description of their direct and indirect interests can be found in the proxy statement filed with the Commission on October 13, 2022.

EUDA Health and its directors and executive officers may also be deemed to be participants in the solicitation of proxies from the shareholders of LAX in connection with the proposed transaction. A list of the names of such directors and executive officers and information regarding their interests in the proposed transaction is included in the proxy statement filed with the Commission on October 13, 2022 for the proposed transaction. You may obtain free copies of these documents as described in the second paragraph under the above section entitled "Important Information for Investors and Shareholders."

This Current Report is for informational purposes only and is neither an offer to purchase, nor a solicitation of an offer to sell, subscribe for or buy any securities or the solicitation of any vote in any jurisdiction pursuant to the Share Purchase or otherwise, nor shall there be any sale, issuance or transfer or securities in any jurisdiction in contravention of applicable law. No offer of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act.

Forward Looking Statements

Certain statements included in this Current Report on Form 8-K are not historical facts but are forward-looking statements. Forward-looking statements generally are accompanied by words such as "believe," "may," "will," "estimate," "continue," "anticipate," "intend," "expect," "should," "would," "plan," "future," "outlook," and similar expressions that predict or indicate future events or trends or that are not statements of historical matters, but the absence of these words does not mean that a statement is not forward-looking. These forward-looking statements include, but are not limited to, statements regarding estimates and forecasts of other performance metrics and projections of market opportunity. These statements are based on various assumptions, whether or not identified in this Current Report on Form 8-K and on the current expectations of LAX's and EUDA Health's respective management and are not predictions of actual performance. These forward-looking statements are provided for illustrative purposes only and are not intended to serve as, and must not be relied on by any investor as, a guarantee, an assurance, a prediction or a definitive statement of fact or probability. Actual events and circumstances are difficult or impossible to predict and will differ from assumptions. Many actual events and circumstances are beyond the control of LAX and EUDA Health. Some important factors that could cause actual results to differ materially from those in any forward-looking statements could include changes in domestic and foreign business, market, financial, political and legal conditions.

These forward-looking statements are subject to a number of risks and uncertainties. These risks and uncertainties include, but are not limited to, those factors described in the section entitled "Risk Factors" in the prospectus filed by LAX in connection with its initial public offering on November 22, 2021. Important factors, among others, that may affect actual results or outcomes include: the inability of the parties to successfully or timely consummate the Share Purchase, including the risk that any required regulatory approvals are not obtained, are delayed or are subject to unanticipated conditions that could adversely affect EUDA Health or the expected benefits of the Share Purchase, if not obtained; the failure to realize the anticipated benefits of the business combination; matters discovered by the parties as they complete their respective due diligence investigation of the other parties; the ability of LAX prior to the Share Purchase, and EUDA Health following the Share Purchase, to maintain the listing of LAX's shares on Nasdaq; costs related to the business combination; the failure to satisfy the conditions to the consummation of the Share Purchase, including the approval of the SPA by the shareholders of LAX, the satisfaction of the minimum cash requirements of the SPA following any redemptions by LAX's shareholders; the risk that the Share Purchase may not be completed by the stated deadline and the potential failure to obtain an extension of the stated deadline; and the outcome of any legal proceedings that may be instituted against LAX or EUDA Health related to the business combination. Important factors that could cause the combined company's actual results or outcomes to differ materially from those discussed in the forward-looking statements include: EUDA Health's limited operating history and history of net losses; EUDA Health's ability to manage growth; EUDA Health's ability to execute its business plan; EUDA Health's estimates of the size of the markets for its products; the rate and degree of market acceptance of EUDA Health's products; EUDA Health's ability to identify and integrate acquisitions; potential litigation involving the Company or EUDA Health or the validity or enforceability of EUDA Health's intellectual property; and general economic and market conditions impacting demand for EUDA Health's products and services.

If any of these risks materialize or our assumptions prove incorrect, actual results could differ materially from the results implied by these forward-looking statements. There may be additional risks that neither LAX nor EUDA Health presently know, or that LAX and EUDA Health currently believe are immaterial that could also cause actual results to differ from those contained in the forward-looking statements. In addition, forward-looking statements reflect LAX and EUDA Health's current expectations, plans and forecasts of future events and views as of the date hereof. Nothing in this Current Report on Form 8-K and the attachments hereto should be regarded as a representation by any person that the forward-looking statements set forth herein will be achieved or that any of the contemplated results of such forward-looking statements will be achieved. You should not place undue reliance on forward-looking statements in this Current Report on Form 8-K and the attachments hereto, which speak only as of the date they are made and are qualified in their entirety by reference to the cautionary statements herein and the risk factors of LAX and EUDA Health described above. LAX and EUDA Health anticipate that subsequent events and developments will cause their assessments to change. However, while LAX and EUDA Health may elect to update these forward-looking statements at some point in the future, they each specifically disclaim any obligation to do so, except as required by law. These forward-looking statements should not be relied upon as representing LAX or EUDA Health's assessments as of any date subsequent to the date of this Current Report. Accordingly, undue reliance should not be placed upon the forward-looking statements.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits:

Exhibit No.	Description
10.1	Prepaid Forward Agreement, dated November 9, 2022
10.2	Termination Agreement, dated November 9, 2022
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.

Dated: November 10, 2022

8i Acquisition 2 Corp.

By: */s/ Meng Dong (James) Tan*
Name: Meng Dong (James) Tan
Title: Chief Executive Officer

Exhibit 10.1

Date: November 9, 2022

To: 8i Acquisition 2 Corp., a British Virgin Islands business company ("**8i**") and EUDA Health Limited, a British Virgin Islands business company (the "**EUDA**").

Address: 6 Eu Tong Sen Street
#08-13 Singapore 059817

From: HB Strategies LLC ("**Seller**")

Re: OTC Equity Prepaid Forward Transaction

The purpose of this agreement (this "**Confirmation**") is to confirm the terms and conditions of the transaction (the "**Transaction**") entered into between Seller and EUDA on the Trade Date specified below. The term "**Counterparty**" refers to (a) 8i until the Business Combination (as defined below), and whereby upon the closing of the transactions contemplated by the Share Purchase Agreement (defined below), pursuant to which a business combination between 8i and EUDA will be effected through the purchase by 8i of all of the issued and outstanding shares of EUDA, and (b) the Combined Company after the Business Combination. Certain terms of the Transaction shall be as set forth in this Confirmation, with additional terms as set forth in a Pricing Date Notice (the "**Pricing Date Notice**") in the form of Schedule A hereto. This Confirmation, together with the Pricing Date Notice, constitutes a "Confirmation" and the Transaction constitutes a separate "Transaction" as referred to in the ISDA Form (as defined below).

This Confirmation, together with the Pricing Date Notice, evidences a complete binding agreement between Seller, Counterparty and EUDA as to the subject matter and terms of the Transaction to which this Confirmation relates and shall supersede all prior or contemporaneous written or oral communications with respect thereto.

The 2006 ISDA Definitions (the "**Swap Definitions**") and the 2002 ISDA Equity Derivatives Definitions (the "**Equity Definitions**", and with the Swap Definitions, the "**Definitions**"), each as published by the International Swaps and Derivatives Association, Inc., are incorporated into this Confirmation. If there is any inconsistency between the Definitions and this Confirmation, this Confirmation governs. If, in relation to the Transaction to which this Confirmation relates, there is any inconsistency between the ISDA Form, this Confirmation (including the Pricing Date Notice), the Swap Definitions and the Equity Definitions, the following will prevail for purposes of such Transaction in the order of precedence indicated: (i) this Confirmation (including the Pricing Date Notice); (ii) the Equity Definitions; (iii) the Swap Definitions, and (iv) the ISDA Form.

This Confirmation, together with the Pricing Date Notice, shall supplement, form a part of, and be subject to an agreement in the form of the 2002 ISDA Master Agreement (the "**ISDA Form**") as if Seller, EUDA and Counterparty had executed an agreement in such form (but without any Schedule except as set forth herein under "**Schedule Provisions**") on the Trade Date of the Transaction.

The terms of the particular Transaction to which this Confirmation relates are as follows:

General Terms

Type of Transaction:	Share Forward Transaction
Trade Date:	November 9, 2022
Pricing Date:	As specified in the Pricing Date Notice.
Effective Date:	One (1) Settlement Cycle following the Pricing Date.

Valuation Date:	The earlier to occur of (a) first anniversary of the closing of the transactions between Counterparty and EUDA pursuant to an Share Purchase Agreement dated April 11, 2022, which Share Purchase Agreement has been amended by the Amendment No. 1 to the Share Purchase Agreement dated as of May 30, 2022, Amendment No. 2 to the Share Purchase Agreement dated as of June 10, 2022 and Amendment No. 3 to the Share Purchase Agreement dated as of September 7, 2022 (as so amended, "**Share Purchase Agreement**"), by and among Counterparty, EUDA and certain other parties thereto, as reported on the Form 8-K filed by the Counterparty on April 12, 2022 (the "**Form 8-K**") (the "**Business Combination**") and (b) the date specified by Seller in a written notice to be delivered at Seller's discretion (not earlier than the day such notice is effective) after the occurrence of a VWAP Trigger Event (the "**Maturity Date**").
VWAP Trigger Event:	An event that occurs if the VWAP Price of the Shares during any 30 consecutive Scheduled Trading Day-period, the VWAP Price of the Shares for 20 Scheduled Trading Days during such period shall be less than $3.00 per Share.
VWAP Price:	For any security as of any date, the dollar volume-weighted average price for such security on the principal securities exchange or securities market on which such security is then traded), during the period beginning at 9:30 a.m., New York time, and ending at 4:00 p.m., New York time, as reported by Bloomberg, LP through its "VAP" function (set to 09:30 start time and 16:00 end time) or, if the foregoing does not apply, the dollar volume-weighted average price of such security in the over-the-counter market on the electronic bulletin board for such security during the period beginning at 9:30 a.m., New York time, and ending at 4:00 p.m., New York time, as reported by Bloomberg, LP, or, if no dollar volume-weighted average price is reported for such security by Bloomberg, LP for such hours, the average of the highest closing bid price and the lowest closing ask price of any of the market makers for such security as reported in The Pink Open Market (or a similar organization or agency succeeding to its functions of reporting prices). If the VWAP cannot be calculated for such security on such date on any of the foregoing bases, the VWAP of such security on such date shall be the fair market value as mutually determined by the parties hereto. All such determinations shall be appropriately adjusted for any stock dividend, stock split, stock combination, recapitalization or other similar transaction during such period
Pricing Date Notice:	Seller shall deliver to Counterparty a Pricing Date Notice no later than one (1) Exchange Business Day following the closing date of the Business Combination. The Pricing Date Notice shall include the Number of Shares (if any) purchased by Seller, whether or not such purchases have been settled, with further notice to be provided by Seller to Counterparty upon settlement of such purchases.
Dilutive Offering Reset	To the extent the Counterparty or EUDA sells, enters any agreement to sell or grants any right to reprice, or otherwise dispose of or issue (or announce any offer, sale, grant or any option to purchase or other disposition) any Shares or any securities of the Counterparty or EUDA or any of their respective subsidiaries which would entitle the holder thereof to acquire at any time Shares, including, without limitation, any debt, preferred stock, right, option, warrant or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Shares, at an effective price per Share less than the then existing Reset Price then the Reset Price shall be modified to equal such reduced price.

Reset Price	The Reset Price shall be adjusted on each of the first and eleventh scheduled trading day of each calendar month (each a "**Reset Date**"), commencing as of the initial Reset Date occurring immediately following the Business Combination, to be the lowest of (a) the then-current Reset Price, (b) $10.00 (as adjusted for stock splits, stock dividends, stock combinations, recapitalizations and similar events) and (c) the greater of (x) $5.00 (as adjusted for stock splits, stock dividends, stock combinations, recapitalizations and similar events) and (y) the quotient of (I) the sum of the daily VWAP of the Shares of the Counterparty on each scheduled trading day during the ten scheduled trading day period ending, and including, the scheduled trading day immediately preceding the applicable Reset Date, divided by (II) ten (10); provided that the Reset Price may be further reduced pursuant to a Dilutive Offering Reset.
Seller:	Seller.
Buyer:	Counterparty.
Shares:	The Ordinary Shares, no par value of Counterparty (the "**Issuer**"). Any reference herein to "Shares" shall mean the shares of 8i until the Business Combination and the shares of the Combined Company after the closing of the Business Combination.
Number of Shares:	The number of Recycled Shares, as specified in the Pricing Date Notice, but in no event more than the Maximum Number of Shares. The Number of Shares is subject to reduction as described under "Optional Early Termination."
Maximum Number of Shares:	1,400,000 Shares.
Initial Price:	The price per Share paid to public shareholders of the Counterparty who elected to redeem their Ordinary Shares in connection with the shareholder vote to approve the Business Combination (the "**Redemption Price**").
Recycled Shares:	The number of Shares either (a) purchased by Seller from third parties through a broker in the open market (other than through Counterparty), (b) held by Seller as to which Seller has yet to make a redemption election and/or (c) held by Seller as to which Seller has reversed a prior redemption election; provided that Seller shall have irrevocably waived all redemption rights with respect to such Shares as provided below in the section captioned "Transactions by Seller in the Shares." Seller shall specify the number of Recycled Shares (the "**Number of Recycled Shares**") in the Pricing Date Notice.

Prepayment:	Applicable. Prepayment of the Prepayment Amount shall be made directly from the Counterparty's Trust Account maintained by Continental Stock Transfer & Trust Company holding the net proceeds of the sale of the units in Counterparty's initial public offering and the sale of private placement units (the "**Trust Account**") no later than the Prepayment Date. Counterparty shall provide notice to Counterparty's transfer agent of the entrance into this Confirmation no later than one (1) Local Business Day following the date hereof, with copy to Seller and Seller's outside legal counsel. Counterparty shall also provide to Seller and Seller's outside legal counsel a draft of the flow of funds from the Trust Account prior to the closing of the Business Combination itemizing the Prepayment Amount due to Seller.
Prepayment Amount:	A cash amount equal to (i) the Number of Shares underlying the Transaction as set forth on the Pricing Date Notice, multiplied by (ii) the Redemption Price.
Prepayment Date:	Subject to Counterparty receiving the Pricing Date Notice, the earlier of (a) one (1) Local Business Day after the closing of the Business Combination and (b) the date any assets from the Trust Account are disbursed in connection with the Business Combination.
Variable Obligation:	Not applicable.
Exchange(s):	Nasdaq Capital Market.
Related Exchange(s):	All Exchanges.
Structuring Fees:	On the Prepayment Date and each Payment Date, Counterparty shall pay to Seller a structuring fee (the "**Structuring Fee**") in the amount of $2,500 on the first Trading Day of each calendar quarter or, if such date is not a Local Business Day, the next following Local Business Day, payable in advance.
Break-Up Fees:	A break-up fee equal to (i) all of Seller's actual out-of-pocket reasonable fees, costs and expenses relating to the Transaction (without a cap) plus (ii) $1,000,000 (collectively, the "Break-up Fee") shall be payable, jointly and severally, by the Counterparty and EUDA to the Seller in the event (a) this Confirmation or Transaction is terminated by either the Counterparty or EUDA, or (b) upon any Additional Termination Event, except where the Additional Termination Event occurred solely as a result of a failure of Seller to purchase the Maximum Number of Shares or a material breach of Seller's obligations hereunder; provided that Seller hereby irrevocably waives any and all right, title and interest, or any claim of any kind they have or may have in the future, in or to any monies held in the Counterparty's Trust Account, as described more fully in its final prospectus for its initial public offering filed with the Securities and Exchange Commission on November 22, 2021, and agrees not to seek recourse against the Trust Account; in each case, as a result of, or arising out of, this Transaction; provided, however, that nothing herein shall (x) serve to limit or prohibit Seller's right to pursue a claim against the Counterparty for legal relief against assets held outside the Trust Account, for specific performance or other equitable relief, (y) serve to limit or prohibit any claims that the Seller may have in the future against the Counterparty's assets or funds that are not held in the Trust Account (including any funds that have been released from the Trust Account and any assets that have been purchased or acquired with any such funds) or (z) be deemed to limit Seller's right, title, interest or claim to the Trust Account by virtue of such Seller's record or beneficial ownership of securities of the Counterparty acquired by any means other than pursuant to this Transaction, including but not limited to any redemption right with respect to any such securities of the Seller.

Payment Dates:	With respect to Counterparty, the last day of each calendar month or, if such date is not a Local Business Day, the next following Local Business Day, until the Maturity Date.
Period End Date:	Each Payment Date during the term of the Transaction.
Calculation Period:	Notwithstanding anything to the contrary in Section 4.13 of the Swap Definitions, each period from, and including, one Period End Date to, but excluding, the next following applicable Period End Date during the term of the Transaction, except that (a) the initial Calculation Period will commence on, and include, the date of the closing of the Business Combination and (b) the final Calculation Period will end on, but exclude the Settlement Date.
Reimbursement of Legal Fees and Other Expenses:	On the Effective Date, Counterparty shall pay to Seller an amount equal to the reasonable attorney fees and other reasonable out-of-pocket expenses related thereto actually incurred by Seller or its affiliates in connection with this Transaction. Counterparty shall also pay to Seller a quarterly fee of $2,500 (payable in full upon the Effective Date and upon the first day of each subsequent quarter). In addition, on the Effective Date, Counterparty shall reimburse Seller for its reasonable out-of-pocket costs and expenses actually incurred in connection with the acquisition of the Shares in an amount not to exceed $0.05 per Share and for disposition of the Shares in an amount not to exceed $0.02 per Share.

Settlement Terms

Settlement Method Election:	Not Applicable.
Settlement Method:	Physical Settlement.
Settlement Currency:	USD.
Settlement Date:	Two (2) Exchange Business Days following the Valuation Date.
Excess Dividend Amount	Ex Amount.
Additional Payment on Settlement:	On the Settlement Date, Counterparty shall pay to Seller any accrued and unpaid Structuring Fees.

Optional Early Termination:	From time to time and on any Exchange Business Day following the date of the closing of the Business Combination (any such date, an "**OET Date**") and subject to the terms and conditions below, Seller may, in its absolute discretion, terminate the Transaction in whole or in part so long as Seller provides written notice to Counterparty (the "**OET Notice**"), no later than the later of (a) the third Local Business Day following the OET Date and (b) the first Payment Date after the OET Date which shall specify the quantity by which the Number of Shares is to be reduced (such quantity, the "**Terminated Shares**"). Notwithstanding anything to the contrary contained herein, Seller shall terminate the Transaction in respect of any Shares sold on or prior to the Maturity Date, and Seller shall be obligated to deliver an OET Notice in respect of any Shares sold prior to the Maturity Date. The effect of an OET Notice given shall be to reduce the Number of Shares by the number of Terminated Shares specified in such OET Notice with effect as of the related OET Date. As of each OET Date, Counterparty shall be entitled to an amount from Seller, and the Seller shall pay to Counterparty an amount, equal to the product of (x) the number of Terminated Shares and (y) the Reset Price in respect of such OET Date (an "**Early Termination Obligation**"). The remainder of the Transaction, if any, shall continue in accordance with its terms; provided that if the OET Date is also the stated Valuation Date, the remainder of the Transaction shall be settled in accordance with the other provisions of "Settlement Terms." Seller shall pay to Counterparty any and all unsatisfied Early Termination Obligations, calculated as of the last day of each calendar month, on the first Local Business Day following such day.
Maturity Consideration:	An amount equal to the product of (1) the number of Recycled Shares specified in the Pricing Date Notice less (b) the number of Terminated Shares multiplied by (2) $2.50 (the "**Maturity Consideration**"). At the Maturity Date, Seller shall be entitled to receive the Maturity Consideration in cash or, at the option of Counterparty, Shares based on the average daily VWAP Price of the Shares over 30 Scheduled Trading Days ending on (i) the Maturity Date to the extent the Shares used to pay the Maturity Consideration are freely tradeable by Seller, or (ii) if not freely tradeable by Seller, one (1) Scheduled Trading Day prior to the date on which the resale registration statement registering the Shares used to pay the Maturity Consideration becomes effective under the Securities Act. Counterparty shall pay the Maturity Consideration on a net basis such that Seller retains a Number of Shares due to Counterparty upon the Maturity Date equal to the number of Maturity Consideration Shares payable to Seller, only to the extent the Number of Shares due to Counterparty upon the Maturity Date are equal to or more than the number of Maturity Consideration Shares payable to Seller, with any Maturity Consideration remaining due to be paid to Seller in newly issued Shares (such newly issued Shares, the "**Excess Shares**"). If Excess Shares issued as Maturity Consideration shall equate to 20% or more of the Counterparty's outstanding Shares, then the Counterparty shall use reasonable efforts to obtain shareholder approval for the issuance of such Excess Shares to the extent required by the Exchange on which the Shares are then listed on or prior to the Maturity Date (the "**Shareholder Approval**"). If at the Maturity Date, (i) the number of Excess Shares equates to 20% or more of the Counterparty's outstanding Shares, (ii) Shareholder Approval is required by the Exchange on which the Shares are then listed and (iii) the Counterparty fails to obtain the Shareholder Approval on or prior to the Maturity Date, then the Counterparty will pay such portion of the Merger Consideration that would have otherwise corresponded to the Excess Shares to Seller in cash. For the avoidance of doubt, in addition to the Maturity Consideration, at the Maturity Date, Seller will be entitled to retain a cash amount equal to the product of (y) the Number of Shares remaining in the Transaction multiplied by (z) the Redemption Price, and Seller will deliver to Buyer the Number of Shares that remain in the Transaction.

Share Consideration:	In addition to the Prepayment Amount, Seller shall pay directly from the Trust Account on the Prepayment Date, an amount equal to the product of 100,000 multiplied by the Redemption Price, for the purpose of repayment of Seller having purchased, prior to the closing of the Business Combination, 100,000 Shares from third parties in the open market through a broker in connection with the Share Consideration or previously in the Counterparty's initial public offering, which Shares (the "Additional Purchased Shares") shall not be included in the Number of Shares in this Transaction, and shall be free and clear of all obligations of Seller in connection with this Confirmation. Such payment shall be contingent upon the completion of the purchase by Seller of 100,000 Additional Purchase Shares, in addition to and not inclusive of the number of Recycled Shares specified in the Pricing Date Notice, with such 100,000 Additional Purchase Shares being issued and outstanding and not subject to redemption as of the closing of the Business Combination.

Share Adjustments:

Method of Adjustment:	Calculation Agent Adjustment.

Extraordinary Events:

Consequences of Merger Events involving Counterparty:

Share-for-Share:	Calculation Agent Adjustment.
Share-for-Other:	Cancellation and Payment.
Share-for-Combined:	Component Adjustment.
Tender Offer:	Applicable; *provided, however*, that Section 12.1(d) of the Equity Definitions is hereby amended by adding ", or of the outstanding Shares," before "of the Issuer" in the fourth line thereof. Sections 12.1(e) and 12.1(l)(ii) of the Equity Definitions are hereby amended by adding "or Shares, as applicable," after "voting Shares".

Consequences of Tender Offers:

Share-for-Share:	Calculation Agent Adjustment.
Share-for-Other:	Calculation Agent Adjustment.
Share-for-Combined:	Calculation Agent Adjustment.
Composition of Combined Consideration:	Not Applicable.

Nationalization, Insolvency or Delisting:	Cancellation and Payment (Calculation Agent Determination); provided that in addition to the provisions of Section 12.6(a)(iii) of the Equity Definitions, it shall also constitute a Delisting if the Exchange is located in the United States and the Shares are not immediately re-listed, re-traded or re-quoted on any of the New York Stock Exchange, the Nasdaq Global Select Market, Nasdaq Capital Market or the Nasdaq Global Market (or their respective successors) or such other exchange or quotation system which, in the determination of the Calculation Agent, has liquidity comparable to the aforementioned exchanges; if the Shares are immediately re-listed, re-traded or re-quoted on any such exchange or quotation system, such exchange or quotation system shall be deemed to be the Exchange.
Business Combination Exclusion:	Notwithstanding the foregoing or any other provision herein, the parties agree that the Business Combination shall not constitute a Merger Event, Tender Offer, Delisting or any other Extraordinary Event hereunder.

Additional Disruption Events:

(a) Change in Law:	Applicable; *provided* that Section 12.9(a)(ii) of the Equity Definitions is hereby amended by adding the words "(including, for the avoidance of doubt and without limitation, adoption or promulgation of new regulations authorized or mandated by existing statute)" after the word "regulation" in the second line thereof.
(a) Failure to Deliver:	Not Applicable.
(b) Insolvency Filing:	Applicable.
(c) Hedging Disruption:	Not Applicable.
(d) Increased Cost of Hedging:	Not Applicable.
(e) Loss of Stock Borrow:	Not Applicable.
(f) Increased Cost of Stock Borrow:	Not Applicable.
Determining Party:	For all applicable events, Seller, unless (i) an Event of Default, Potential Event of Default or Termination Event has occurred and is continuing with respect to Seller, or (ii) if Seller fails to perform its obligations as Determining Party, in which case a Third Party Dealer (as defined below) in the relevant market selected by Counterparty will be the Determining Party.

Additional Provisions:

Calculation Agent:	Seller, unless (i) an Event of Default, Potential Event of Default or Termination Event has occurred and is continuing with respect to Seller, or (ii) if Seller fails to perform its obligations as Calculation Agent, in which case an unaffiliated leading dealer in the relevant market selected by Counterparty in its sole discretion will be the Calculation Agent.

	In the event that a party (the "**Disputing Party**") does not agree with any determination made (or the failure to make any determination) by the Calculation Agent, the Disputing Party shall have the right to require that the Calculation Agent have such determination reviewed by a disinterested third party that is a dealer in derivatives of the type that is the subject of the dispute and that is not an Affiliate of either party (a "**Third Party Dealer**"). Such Third Party Dealer shall be jointly selected by the parties within one (1) Business Day after the Disputing Party's exercise of its rights hereunder (once selected, such Third Party Dealer shall be the "**Substitute Calculation Agent**"). If the parties are unable to agree on a Substitute Calculation Agent within the prescribed time, each of the parties shall elect a Third Party Dealer and such two dealers shall agree on a Third Party Dealer by the end of the subsequent Business Day. Such Third Party Dealer shall be deemed to be the Substitute Calculation Agent. Any exercise by the Disputing Party of its rights hereunder must be in writing and shall be delivered to the Calculation Agent not later than the third Business Day following the Business Day on which the Calculation Agent notifies the Disputing Party of any determination made (or of the failure to make any determination). Any determination by the Substitute Calculation Agent shall be binding in the absence of manifest error and shall be made as soon as possible but no later than the second Business Day following the Substitute Calculation Agent's appointment. The costs of such Substitute Calculation Agent shall be borne by (a) the Disputing Party if the Substitute Calculation Agent substantially agrees with the Calculation Agent or (b) the non-Disputing Party if the Substitute Calculation Agent does not substantially agree with the Calculation Agent. If, after following the procedures and within the specified time frames set forth above, a binding determination is not achieved, the original determination of the Calculation Agent shall apply.
Non-Reliance:	Applicable.
Agreements and Acknowledgements Regarding Hedging Activities:	Applicable.
Additional Acknowledgements:	Applicable.

Schedule Provisions:

Specified Entity:	In relation to both Seller and Counterparty for the purpose of: Section 5(a)(v), Not Applicable Section 5(a)(vi), Not Applicable Section 5(a)(vii), Not Applicable Section 5(b)(v), Not Applicable
Cross-Default	The "Cross-Default" provisions of Section 5(a)(vi) of the ISDA Form will not apply to either party.
Credit Event Upon Merger	The "Credit Event Upon Merger" provisions of Section 5(b)(v) of the ISDA Form will not apply to either party.
Automatic Early Termination:	The "Automatic Early Termination" of Section 6(a) of the ISDA Form will not apply to either party.

Termination Currency:	United States Dollars.
Additional Termination Events:	Will apply to Seller and to Counterparty and EUDA. The occurrence of any of the following events shall constitute an Additional Termination Event in respect of which Seller and Counterparty and EUDA shall be Affected Parties: (a) The Business Combination fails to close on or before the Outside Date (as defined in the Share Purchase Agreement) (as such Outside Date may be amended or extended from time to time); and (b) The Share Purchase Agreement is terminated pursuant to its terms prior to the closing of the Business Combination; and (c) The Shares are involved in a Delisting on the relevant Exchange and are not immediately re listed; and Subject to the Break-Up Fee (if payable pursuant to the terms hereof), if this Transaction terminates due to the occurrence of the Additional Termination Events, then, subject to the immediately following sentence, no further payments or deliveries shall be due by either Seller to Counterparty or Counterparty to Seller in respect of the Transaction, including without limitation in respect of any settlement amount, breakage costs or any amounts representing the future value of the Transaction, and neither party shall have any further obligation under the Transaction and, for the avoidance of doubt and without limitation, no payments will have accrued or be due under Sections 2, 6 or 11 of the ISDA Form. Notwithstanding the foregoing, Counterparty's obligations set forth under the captions, "Reimbursement of Legal Fees and Expenses," and "Other Provisions — (d) Indemnification" shall survive any termination due to the occurrence of either of the foregoing Additional Termination Events.
Material Adverse Change:	Means any change, event, or occurrence, that, individually or when aggregated with other changes, events, or occurrences has had a materially adverse effect on the business, assets, financial condition or results of operations of the Counterparty and its subsidiaries, taken as a whole; provided, however, that no change, event, occurrence or effect arising out of or related to any of the following, alone or in combination, shall be taken into account in determining whether a Material Adverse Change has occurred: (i) acts of war (whether or not declared), sabotage, military or para-military actions or terrorism, or any escalation or worsening of any such acts, or changes in global, national or regional political or social conditions; (ii) earthquakes, hurricanes, tornados, epidemics and pandemics declared by the World Health Organization or any other reputable third party organization (including the COVID-19 virus) or other natural or man-made disasters; (iii) changes attributable to the public announcement or pendency of the transactions contemplated herein (including the impact thereof on relationships with customers, suppliers, employees or governmental authorities); (iv) changes or proposed changes in law, regulations or interpretations thereof or decisions by courts or any governmental authority; (v) changes or proposed changes in GAAP (or any interpretation thereof); (vi) any downturn in general economic conditions, including changes in the credit, debt, securities, financial, capital or reinsurance markets (including changes in interest or exchange rates or the price of any security, market index or commodity), in each case, in the United States or anywhere else in the world; (vii) events or conditions generally affecting the industries and markets in which the Counterparty operates; (viii) any failure to meet any projections, forecasts, estimates, budgets or financial or operating predictions of revenue, earnings, cash flow or cash position, provided that this clause (viii) shall not prevent a determination that any change, event, or occurrence underlying such failure (unless otherwise excluded by the other clauses of this proviso) has resulted in a Material Adverse Change; or (ix) any actions expressly required to be taken, or expressly required not to be taken, pursuant to the terms hereof; provided, however, that if a change or effect related to clause (ii) or clauses (iv) through (vii) disproportionately adversely affects the Counterparty and its subsidiaries, taken as a whole, compared to other Persons operating in the same industry as the Counterparty, then such disproportionate impact may be taken into account in determining whether a Material Adverse Change has occurred.

Governing Law:	New York law (without reference to choice of law doctrine).
Credit Support Provider:	With respect to Seller and Counterparty, None.
Local Business Days:	Seller specifies the following places for the purposes of the definition of Local Business Day as it applies to it: New York. Counterparty specifies the following places for the purposes of the definition of Local Business Day as it applies to it: New York.

Representations, Warranties and Covenants

1. Seller represents and warrants, and covenants and agrees with Counterparty and EUDA, that as of the date on which it enters into the Transaction that (in the absence of any written agreement between the parties that expressly imposes affirmative obligations to the contrary for the Transaction):

(a) *Non-Reliance*. It is acting for its own account, and it has made its own independent decisions to enter into the Transaction and as to whether the Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into the Transaction, it being understood that information and explanations related to the terms and conditions of the Transaction will not be considered investment advice or a recommendation to enter into the Transaction. No communication (written or oral) received from the other party will be deemed to be an assurance or guarantee as to the expected results of the Transaction.

(b) *Assessment and Understanding*. It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of the Transaction. It is also capable of assuming, and assumes, the risks of the Transaction.

(c) *Non-Public Information*. It is in compliance with Section 10(b) under the Securities Exchange Act of 1934, as amended (the "**Exchange Act**").

(d) *Eligible Contract Participant*. It is an "eligible contract participant" under, and as defined in, the Commodity Exchange Act (7 U.S.C. § 1a(18)) and CFTC regulations (17 CFR § 1.3).

(e) *Tax Characterization*. It shall treat the Transaction as a derivative financial contract for U.S. federal income tax purposes, and it shall not take any action or tax return filing position contrary to this characterization.

(f) *Private Placement*. It (i) is an "accredited investor" as such term is defined in Regulation D as promulgated under the Securities Act, (ii) is entering into the Transaction for its own account without a view to the distribution or resale thereof and (iii) understands that the assignment, transfer or other disposition of the Transaction has not been and will not be registered under the Securities Act.

(g) *Investment Company Act.* It is not and, after giving effect to the Transaction, will not be required to register as an "investment company" under, and as such term is defined in, the Investment Company Act of 1940, as amended.

(h) *Authorization*. The Transaction has been entered into pursuant to authority granted by its board of directors or other governing authority. It has no internal policy, whether written or oral, that would prohibit it from entering into any aspect of the Transaction, including, but not limited to, the purchase of Shares to be made in connection therewith.

(i) *Affiliate Status*. It is the intention of the parties hereto that Seller shall not be an "affiliate" (as such term is defined in Rule 405 under the Securities Act) of the Counterparty including 8i prior to the closing of the Business Combination and the Combined Company following the closing of the Business Combination, as a result of the transactions contemplated hereunder.

2. Counterparty represents and warrants to, and covenants and agrees with Seller as of the date on which it enters into the Transaction that:

(a) *Total Assets*. 8i has total assets as of the date hereof and expects to have as of the closing of the Business Combination of at least USD $5,000,000.

(b) *Non-Reliance*. Without limiting the generality of Section 13.1 of the Equity Definitions, Counterparty acknowledges that Seller is not making any representations or warranties or taking any position or expressing any view with respect to the treatment of the Transaction under any accounting standards.

(c) *Solvency*. Counterparty is, and shall be as of the date of any payment or delivery by Counterparty under the Transaction, solvent and able to pay its debts as they come due, with assets having a fair value greater than liabilities and with capital sufficient to carry on the businesses in which it engages. Counterparty: (i) has not engaged in and will not engage in any business or transaction after which the property remaining with it will be unreasonably small in relation to its business, (ii) has not incurred and does not intend to incur debts beyond its ability to pay as they mature, and (iii) as a result of entering into and performing its obligations under the Transaction, (a) it has not violated and will not violate any relevant state law provision applicable to the acquisition or redemption by an issuer of its own securities and (b) it would not be nor would it be rendered "insolvent" (as such term is defined under Section 101(32) of the Bankruptcy Code or under any other applicable local insolvency regime).

(d) *Public Reports*. As of the Trade Date, Counterparty is in material compliance with its reporting obligations under the Exchange Act, and all reports and other documents filed by Counterparty with the Securities and Exchange Commission pursuant to the Exchange Act, when considered as a whole (with the most recent such reports and documents deemed to amend inconsistent statements contained in any earlier such reports and documents), do not contain any untrue statement of a material fact or any omission of a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(e) *No Distribution*. Counterparty is not entering into the Transaction to facilitate a distribution of the Shares (or any security that may be converted into or exercised or exchanged for Shares, or whose value under its terms may in whole or in significant part be determined by the value of the Shares) or in connection with any future issuance of securities.

(f) *SEC Documents*. The Counterparty shall comply with the Securities and Exchange Commission's guidance, including Compliance and Disclosure Interpretation No. 166.01 (if applicable), for all relevant disclosure in connection with this Confirmation and the Transaction, and will not file with the Securities and Exchange Commission any Form 8-K, Registration Statement on Form S-4 (including any post-effective amendment thereof), proxy statement, or other document that includes any disclosure regarding this Confirmation or the Transaction without consulting with and reasonably considering any comments received from Seller, provided that, no consultation shall be required with respect to any subsequent disclosures that are substantially similar to prior disclosures by Counterparty that were reviewed by Seller.

(g) *Waiver*. The Counterparty hereby waives any violation of its "bulldog clause" and any other restrictions that would be caused by Seller entering into this Transaction.

(h) *Indemnity*. The Counterparty, including 8i until the Business Combination and the Combined Company following the closing of the Business Combination shall jointly and severally indemnify Seller for any and all claims, fees, losses and liabilities that arise out of Seller's regulatory filings related to this Transaction.

(i) *Disclosure*. The Counterparty shall preview with Seller all public disclosure relating to the Transaction and shall consult with Seller to ensure that such public disclosure, including the Form 8-K that announces the Transaction adequately discloses the material terms and conditions of the Transaction in form and substance reasonably acceptable to Seller (the "8-K Filing"); provided that the 8-K Filing shall be publicly filed within one (1) Business Day after the date of this Confirmation (the "Cleansing Deadline") to ensure that Seller is not in possession of material non-public information as a result of the transactions outlined herein. From and after the Cleansing Deadline, the Counterparty shall have disclosed all material, non-public information (if any) provided to the Seller by the Counterparty or any of its subsidiaries or any of their respective officers, directors, employees or agents in connection with the transactions contemplated hereby or the Business Combination. In addition, effective upon the Cleansing Deadline, the Counterparty acknowledges and agrees that any and all confidentiality or similar obligations under any agreement, whether written or oral, between the Counterparty, any of its subsidiaries or any of their respective officers, directors, affiliates, employees or agents, on the one hand, and the Seller or any of its affiliates, on the other hand, shall terminate. The Counterparty shall not, and the Counterparty shall cause each of its subsidiaries and each of its and their respective officers, directors, employees and agents not to, provide the Seller with any material, non-public information regarding the Counterparty or any of its subsidiaries from and after the date hereof without the express prior written consent of the Seller (which may be granted or withheld in the Seller's sole discretion). Without the prior written consent of the Seller (which may be granted or withheld in the Seller's sole discretion), the Counterparty shall not (and shall cause each of its subsidiaries and affiliates to not) disclose the name of Seller in any filing, announcement, release or otherwise. Notwithstanding anything contained in this Confirmation to the contrary and without implication that the contrary would otherwise be true, the Counterparty expressly acknowledges and agrees that the Seller shall not have any duty of confidentiality with respect to, or a duty not to trade on the basis of, any material, non-public information regarding the Counterparty or any of its subsidiaries.

(j) *Listing*. The Counterparty agrees to use its best efforts to maintain the listing of the Shares on a national securities exchange; provided that if the Shares cease to be listed on a national securities exchange or upon the filing of a Form 25 Seller may terminate this agreement and shall be entitled to the Break-up Fees, which shall be due and payable immediately following the occurrence of the termination of this agreement.

(k) *Regulatory Filings*. Seller covenants that it will make all regulatory filings that it is required by law or regulation to make with respect to the Transaction including, without limitation, as may be required by Section 13 or Section 16 under the Exchange Act and, assuming the accuracy of Counterparty's Repurchase Notices (as described under "Repurchase Notices" below) any sales of the Recycled Shares will be in compliance therewith.

(l) *MFN*. Counterparty will not, after the Trade Date, directly or indirectly, enter into any share prepaid forward transaction (or other transaction similar to, or with a similar effect, as applicable, as this agreement, and/or any amendment, modification or waiver to any share prepaid forward transaction) (each, an "Other Transaction") with any terms or conditions more favourable to the parties in such Other Transaction than the terms and conditions set forth herein. If, and whenever on or after the date hereof, the Counterparty enters into an Other Transaction, then (i) the Counterparty shall provide notice thereof to the Seller immediately following the occurrence thereof and (ii) in addition to any other remedies of the Seller in law or equity, the terms and conditions of this agreement shall be, without any further action by the Seller or the Counterparty, automatically amended and modified in an economically and legally equivalent manner such that the Seller shall receive the benefit of the more favorable terms and/or conditions (as the case may be) set forth in such Other Transaction, provided that upon written notice to the Counterparty at any time the Seller may elect not to accept the benefit of any such amended or modified term or condition, in which event the term or condition contained in this agreement shall apply to the Seller as it was in effect immediately prior to such amendment or modification as if such amendment or modification never occurred with respect to the Seller. The provisions of this paragraph shall apply similarly and equally to each Other Transaction.

3. Seller represents and warrants to, and covenants and agrees with Counterparty as of the date on which it enters into the Transaction and each other date specified that:

(a) *Shorting.* Seller (including its affiliates) agree with Counterparty that it will not effect any Short Sales in respect of the Shares prior to the earlier of a) the Maturity Date and b) the cancellation of the Transaction. The term "Short Sales" means all "short sales" as defined in Rule 200 promulgated under Regulation SHO under the Exchange Act, whether or not against the box, and all types of direct and indirect stock pledges, forward sale contracts, options, puts, calls, short sales, swaps, "put equivalent positions" (as defined in Rule 16a-1(h) under the Exchange Act) and similar arrangements (including on a total return basis).

Transactions by Seller in the Shares

(a) Seller hereby waives the redemption rights ("**Redemption Rights**") set forth in Article 25.4 of the Amended and Restated Memorandum and Articles of Association of Counterparty, as amended from time to time (the "**Articles of Association**"), in connection with the Business Combination with respect to Shares it acquires from third parties in the open market through a broker, or acquired in the Counterparty's initial public offering, and identifies on the Pricing Date Notice (each, a "**Third Party Shareholder**") who have redeemed Shares or indicated an interest in redeeming Shares pursuant to the Redemption Rights during the period (the "**Hedging Period**") beginning on the date of execution of this agreement and ending at the time reversals of redemptions in connection with the Business Combination are no longer permitted , except as required to not exceed the Excess Ownership Position. Following such date, Seller shall notify Counterparty of the Number of Shares. For the avoidance of doubt, Seller may sell or otherwise transfer, loan or dispose of any of the Shares or any other shares or securities of the Counterparty in one or more public or private transactions at any time. Any Recycled Shares sold by Seller during the term of the Transaction will cease to be included in the Number of Shares.

(b) Seller will give written notice to Counterparty of any sale of Recycled Shares by Seller within one (1) Local Business Day following the date of such sale, such notice to include the date of the sale and the number of Recycled Shares sold.

No Arrangements

Seller and Counterparty each acknowledge and agree that: (i) there are no voting, hedging or settlement arrangements between Seller and Counterparty with respect to any Shares or the Issuer, other than those set forth herein; (ii) although Seller may hedge its risk under the Transaction in any way Seller determines, Seller has no obligation to hedge with the purchase or maintenance of any Shares or otherwise; (iii) Counterparty will not be entitled to any voting rights in respect of any of the Shares underlying the Transaction; and (iv) Counterparty will not seek to influence Seller with respect to the voting of any Hedge Positions of Seller consisting of Shares.

Wall Street Transparency and Accountability Act

In connection with Section 739 of the Wall Street Transparency and Accountability Act of 2010 ("**WSTAA**"), the parties hereby agree that neither the enactment of WSTAA or any regulation under WSTAA, nor any requirement under WSTAA or an amendment made by WSTAA, nor any similar legal certainty provision in any legislation enacted, or rule or regulation promulgated, on or after the date of this Confirmation, shall limit or otherwise impair either party's otherwise applicable rights to terminate, renegotiate, modify, amend or supplement this Confirmation or the ISDA Form, as applicable, arising from a termination event, force majeure, illegality, increased costs, regulatory change or similar event under this Confirmation, the Equity Definitions incorporated herein, or the ISDA Form.

Address for Notices

Notice to Seller:

HB Strategies LLC
c/o Hudson Bay Capital Management LP
28 Havermeyer PL, 2nd Floor
Greenwich, CT 06830
investments@hudsonbaycapital.com

Notice to Counterparty:

8i Acquisition 2 Corp.
6 Eu Tong Sen Street
#08-13 Singapore 059817
mengdong38@yahoo.com

Following the Closing of the Business Combination:

EUDA Health Holdings Limited.
1 Pemimpin Drive #12-07, One Pemimpin
Singapore 576151

Notice to EUDA:

1 Pemimpin Drive #12-07, One Pemimpin
Singapore 576151

Other Provisions.

(c) Rule 10b5-1.

(i) Counterparty represents and warrants to Seller that Counterparty is not entering into the Transaction to create actual or apparent trading activity in the Shares (or any security convertible into or exchangeable for the Shares) or to raise or depress or otherwise manipulate the price of the Shares (or any security convertible into or exchangeable for the Shares) for the purpose of inducing the purchase or sale of such securities or otherwise in violation of the Exchange Act, and Counterparty represents and warrants to Seller that Counterparty has not entered into or altered, and agrees that Counterparty will not enter into or alter, any corresponding or hedging transaction or position with respect to the Shares. Counterparty acknowledges that it is the intent of the parties that the Transaction comply with the requirements of paragraphs (c)(1)(i)(A) and (B) of Rule 10b5-1 under the Exchange Act ("**Rule 10b5-1**") and the Transaction shall be interpreted to comply with the requirements of Rule 10b5-1(c).

(ii) Counterparty agrees that it will not seek to control or influence Seller's decision to make any "purchases or sales" (within the meaning of Rule 10b5-1(c)(1)(i)(B)(3)) under the Transaction, including, without limitation, Seller's decision to enter into any hedging transactions. Counterparty represents and warrants that it has consulted with its own advisors as to the legal aspects of its adoption and implementation of this Confirmation and the Transaction under Rule 10b5-1.

(iii) Counterparty acknowledges and agrees that any amendment, modification, waiver or termination of this Confirmation must be effected in accordance with the requirements for the amendment or termination of a "plan" as defined in Rule 10b5-1(c). Without limiting the generality of the foregoing, Counterparty acknowledges and agrees that any such amendment, modification, waiver or termination shall be made in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b-5, and no such amendment, modification or waiver shall be made at any time at which Counterparty or any officer, director, manager or similar person of Counterparty is aware of any material non-public information regarding Counterparty or the Shares.

(d) *Repurchase Notices*. Counterparty shall, on any day on which Counterparty effects any repurchase of Shares, promptly give Seller a written notice of such repurchase (a "**Repurchase Notice**"), provided that Counterparty agrees that this information does not constitute material non-public information; provided further if this information shall be material non-public information, it shall publicly disclosed immediately. Counterparty agrees to indemnify and hold harmless Seller and its affiliates and their respective officers, directors, employees, affiliates, advisors, agents and controlling persons (each, an "**Indemnified Person**") from and against any and all losses (including losses relating to Seller's hedging activities as a consequence of remaining or becoming a Section 16 "insider" following the closing of the Business Combination, including without limitation, any forbearance from hedging activities or cessation of hedging activities and any losses in connection therewith with respect to the Transaction), claims, damages, judgments, liabilities and expenses (including reasonable attorney's fees), joint or several, which an Indemnified Person may become subject to, as a result of Counterparty's failure to provide Seller with a Repurchase Notice on the day and in the manner specified in this paragraph, and to reimburse, within thirty (30) days, upon written request, each of such Indemnified Persons for any reasonable legal or other expenses incurred in connection with investigating, preparing for, providing testimony or other evidence in connection with or defending any of the foregoing; provided, however, for the avoidance of doubt, Counterparty has no indemnification or other obligations with respect to Seller becoming a Section 16 "insider" prior to the closing of the Business Combination. If any suit, action, proceeding (including any governmental or regulatory investigation), claim or demand shall be brought or asserted against the Indemnified Person as a result of Counterparty's failure to provide Seller with a Repurchase Notice in accordance with this paragraph, such Indemnified Person shall promptly notify Counterparty in writing, and Counterparty, upon request of the Indemnified Person, shall retain counsel reasonably satisfactory to the Indemnified Person to represent the Indemnified Person and any others Counterparty may designate in such proceeding and shall pay the fees and expenses of such counsel related to such proceeding. Counterparty shall not be liable for any settlement of any proceeding contemplated by this paragraph that is effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, Counterparty, and following the closing of the Business Combination, the Combined Company, agrees to indemnify any Indemnified Person from and against any loss or liability by reason of such settlement or judgment. Counterparty shall not, without the prior written consent of the Indemnified Person, effect any settlement of any pending or threatened proceeding contemplated by this paragraph that is in respect of which any Indemnified Person is or could have been a party and indemnity could have been sought hereunder by such Indemnified Person, unless such settlement includes an unconditional release of such Indemnified Person from all liability on claims that are the subject matter of such proceeding on terms reasonably satisfactory to such Indemnified Person. If the indemnification provided for in this paragraph is unavailable to an Indemnified Person or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then Counterparty hereunder, in lieu of indemnifying such Indemnified Person thereunder, shall contribute to the amount paid or payable by such Indemnified Person as a result of such losses, claims, damages or liabilities. The remedies provided for in this paragraph are not exclusive and shall not limit any rights or remedies which may otherwise be available to any Indemnified Person at law or in equity. The indemnity and contribution agreements contained in this paragraph shall remain operative and in full force and effect regardless of the termination of the Transaction.

(e) *Transfer or Assignment*. The Seller may freely transfer or assign the rights and duties under this Confirmation. If at any time following the closing of the Business Combination at which (A) the Section 16 Percentage exceeds 9.9%, or (B) the Share Amount exceeds the Applicable Share Limit (if any applies) (any such condition described in clause (A) or (B), and "**Excess Ownership Position**"), Seller is unable to effect a transfer or assignment of a portion of the Transaction to a third party on pricing terms reasonably acceptable to Seller and within a time period reasonably acceptable to Seller such that no Excess Ownership Position exists, then Seller may designate any Exchange Business Day as an Early Termination Date with respect to a portion of the Transaction (the "**Terminated Portion**"), such that following such partial termination no Excess Ownership Position exists. In the event that Seller so designates an Early Termination Date with respect to a portion of the Transaction, a portion of the Shares with respect to the Transaction shall be delivered to Counterparty as if the Early Termination Date was the Valuation Date in respect of a Transaction having terms identical to the Transaction and a Number of Shares equal to the number of Shares underlying the Terminated Portion. The "**Section 16 Percentage**" as of any day is the fraction, expressed as a percentage, as determined by Seller, (A) the numerator of which is the number of Shares that Seller and each person subject to aggregation of Shares with Seller under Section 13 or Section 16 of the Exchange Act and rules promulgated thereunder and all persons who may form a "group" (within the meaning of Rule 13d-5(b)(1) of the Exchange Act) with Seller directly or indirectly beneficially own (as defined under Section 13 or Section 16 of the Exchange Act and rules promulgated thereunder) (the **"Seller Group**") and (B) the denominator of which is the number of Shares outstanding.

The "**Share Amount**" as of any day is the number of Shares that Seller and any person whose ownership position would be aggregated with that of Seller and any group (however designated) of which Seller is a member (Seller or any such person or group, a "**Seller Person**") under any law, rule, regulation, regulatory order or organizational documents or contracts of Counterparty that are, in each case, applicable to ownership of Shares ("**Applicable Restrictions**"), owns, beneficially owns, constructively owns, controls, holds the power to vote or otherwise meets a relevant definition of ownership under any Applicable Restriction, as determined by Seller in its sole discretion.

The "**Applicable Share Limit**" means a number of Shares equal to (A) the minimum number of Shares that could give rise to reporting or registration obligations or other requirements (including obtaining prior approval from any person or entity) of a Seller Person, or could result in an adverse effect on a Seller Person, under any Applicable Restriction, as determined by Seller in its sole discretion, *minus* (B) 0.1% of the number of Shares outstanding.

(f) *Indemnification*. Counterparty agrees to indemnify and hold harmless Seller, its affiliates and its assignees and their respective directors, officers, employees, agents and controlling persons (each such person being an "**Indemnified Party**") from and against any and all losses (but not including financial losses to an Indemnified Party relating to the economic terms of the Transaction provided that the Counterparty performs its obligations under this Confirmation in accordance with its terms), claims, damages and liabilities (or actions in respect thereof), joint or several, incurred by or asserted against such Indemnified Party arising out of, in connection with, or relating to, the execution or delivery of this Confirmation, the performance by Counterparty of its obligations under the Transaction, any breach of any covenant or representation made by Counterparty in this Confirmation or the ISDA Form, regulatory filings made by Counterparty related to the Transaction (other than as relates to any information provided by or on behalf of Seller or its affiliates), or the consummation of the transactions contemplated hereby; provided, however, that Counterparty has no indemnification obligations with respect to any loss, claim, damage, liability or expense related to the manner in which Seller sells, or arising out of any sales by Seller of, the Shares or any other Shares owned by Seller. Counterparty will not be liable under the foregoing indemnification provision to the extent that any loss, claim, damage, liability or expense is found in a nonappealable judgment by a court of competent jurisdiction to have resulted from Seller's material breach of any covenant, representation or other obligation in this Confirmation or the ISDA Form or from Seller's willful misconduct, gross negligence or bad faith in performing the services that are subject of the Transaction. If for any reason the foregoing indemnification is unavailable to any Indemnified Party or insufficient to hold harmless any Indemnified Party, then Counterparty shall contribute, to the maximum extent permitted by law, to the amount paid or payable by the Indemnified Party as a result of such loss, claim, damage or liability. In addition (and in addition to any other Reimbursement of Legal Fees and other Expenses contemplated by this Confirmation), Counterparty will reimburse any Indemnified Party for all reasonable, out-of-pocket, expenses (including reasonable counsel fees and expenses) as they are incurred in connection with the investigation of, preparation for or defense or settlement of any pending or threatened claim or any action, suit or proceeding arising therefrom, whether or not such Indemnified Party is a party thereto and whether or not such claim, action, suit or proceeding is initiated or brought by or on behalf of Counterparty. Counterparty, and following the closing of the Business Combination, the Combined Company, also agrees that no Indemnified Party shall have any liability to Counterparty or any person asserting claims on behalf of or in right of Counterparty in connection with or as a result of any matter referred to in this Confirmation except to the extent that any losses, claims, damages, liabilities or expenses incurred by Counterparty result from such Indemnified Party's breach of any covenant, representation or other obligation in this Confirmation or the ISDA Form or from the gross negligence, willful misconduct or bad faith of the Indemnified Party or breach of any U.S. federal or state securities laws or the rules, regulations or applicable interpretations of the Securities and Exchange Commission. The provisions of this paragraph shall survive the completion of the Transaction contemplated by this Confirmation and any assignment and/or delegation of the Transaction made pursuant to the ISDA Form or this Confirmation shall inure to the benefit of any permitted assignee of Seller.

(g) Amendments to Equity Definitions.

(i) Section 12.6(a)(ii) of the Equity Definitions is hereby amended by (i) deleting from the fourth line thereof the word "or" after the word "official" and inserting a comma therefor, and (ii) deleting the semi-colon at the end of subsection (B) thereof and inserting the following words therefor "or (C) the occurrence of any of the events specified in Section 5(a)(vii)(1) through (9) of the ISDA Form with respect to that Issuer.";

(ii) Section 12.6(c)(ii) of the Equity Definitions is hereby amended by replacing the words "the Transaction will be cancelled," in the first line with the words "Seller will have the right, which it must exercise or refrain from exercising, as applicable, in good faith acting in a commercially reasonable manner, to cancel the Transaction,"; and

(iii) Section 12.9(b)(i) of the Equity Definitions is hereby amended by (i) replacing "either party may elect" with "Seller may elect" and (ii) replacing "notice to the other party" with "notice to Counterparty" in the first sentence of such section.

(h) *Waiver of Jury Trial*. Each party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any suit, action or proceeding relating to the Transaction. Each party (i) certifies that no representative, agent or attorney of either party has represented, expressly or otherwise, that such other party would not, in the event of such a suit, action or proceeding, seek to enforce the foregoing waiver and (ii) acknowledges that it and the other party have been induced to enter into the Transaction, as applicable, by, among other things, the mutual waivers and certifications provided herein.

(i) *Attorney and Other Fees*. In the event of any legal action initiated by any party arising under or out of, in connection with or in respect of, this Confirmation or the Transaction, the prevailing party shall be entitled to reasonable attorneys' fees, costs and expenses incurred in such action, as determined and fixed by the court.

(j) *Tax Disclosure*. Effective from the date of commencement of discussions concerning the Transaction, Counterparty and each of its employees, representatives, or other agents may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of the Transaction and all materials of any kind (including opinions or other tax analyses) that are provided to Counterparty relating to such tax treatment and tax structure.

(k) *Stock Splits and Similar Events*. For the avoidance of doubt, upon the occurrence of any stock split, stock dividend, stock combination, recapitalization and/or any similar event with respect to the common stock of the Counterparty after the date hereof, any price set forth in the text of this agreement shall be appropriately adjusted proportionally with respect thereto to ensure no change to the economic deal set forth herein.

(l) *Securities Contract; Swap Agreement*. The parties hereto intend for (i) the Transaction to be (a) a "securities contract" as defined in the Bankruptcy Code, in which case each payment and delivery made pursuant to the Transaction is a "termination value," "payment amount" or "other transfer obligation" within the meaning of Section 362 of the Bankruptcy Code and a "settlement payment," within the meaning of Section 546 of the Bankruptcy Code, and (b) a "swap agreement" as defined in the Bankruptcy Code, with respect to which each payment and delivery hereunder or in connection herewith is a "termination value," "payment amount" or "other transfer obligation" within the meaning of Section 362 of the Bankruptcy Code and a "transfer," as such term is defined in Section 101(54) of the Bankruptcy Code and a "payment or other transfer of property" within the meaning of Sections 362 and 546 of the Bankruptcy Code, and the parties hereto to be entitled to the protections afforded by, among other Sections, Sections 362(b)(6), 362(b)(17), 546(e), 546(g), 555 and 560 of the Bankruptcy Code, (ii) a party's right to liquidate, terminate and accelerate the Transaction and to exercise any other remedies upon the occurrence of any Event of Default under the ISDA Form with respect to the other party to constitute a "contractual right" as described in the Bankruptcy Code, and (iii) each payment and delivery of cash, securities or other property hereunder to otherwise constitute a "margin payment" or "settlement payment" and a "transfer" as defined in the Bankruptcy Code.

(m) *Process Agent*. For the purposes of Section 13(c) of the ISDA Form:

Seller appoints as its Process Agent: None

Counterparty appoints as its Process Agent: None.

[Signature page follows]

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing a copy of this Confirmation and returning it to us at your earliest convenience.

Very truly yours,

HB STRATEGIES LLC

By: */s/ Richard Allison*
Name: Richard Allison
Title: Authorized Signatory*

Agreed and accepted by:

8i ACQUISITION 2 CORP.

By: */s/ Meng Dong (James) Tan*
Name: Meng Dong (James) Tan
Title: Chief Executive Officer

EUDA HEALTH LIMITED.

By: */s/ Kelvin Chen*
Name: Kelvin Chen Wei Wen
Title: Chief Executive Officer

* Authorized Signatory
Hudson Bay Capital Management LP
not individually, but solely as
Investment Advisor to HB Strategies LLC

SCHEDULE A

FORM OF PRICING DATE NOTICE

Date: [●], 2022

To: 8i Acquisition 2 Corp. (“Counterparty”)

Address: 6 Eu Tong Sen Street, #08-13 Singapore 059817

Phone: +65-6788 0388

From: HB Strategies LLC (“Seller”)

Re: OTC Equity Prepaid Forward Transaction

1. This Pricing Date Notice supplements, forms part of, and is subject to the Confirmation Re: OTC Equity Prepaid Forward Transaction dated as of November [●], 2022 (the “Confirmation”) between Counterparty, EUDA and Seller, as amended and supplemented from time to time. All provisions contained in the Confirmation govern this Pricing Date Notice except as expressly modified below.

2. The purpose of this Pricing Date Notice is to confirm certain terms and conditions of the Transaction entered into between Seller and Counterparty pursuant to the Confirmation.

Pricing Date: [●], 2022

Number of Recycled Shares:

Number of Shares:

Number of Additional Purchased Shares:

Exhibit 10.2

8I ACQUISITION 2 CORP.
6 Eu Tong Sen Street
#08-13 Singapore 059817
Tel: +65-6788 0388

November 9, 2022

VIA E-MAIL

Greentree Financial Group, Inc.
Attn: Robert C. Cottone
7951 S.W. 6TH Street, Suite 216
Plantation, FL 33324
Email: chriscottone@gtfinancial.com

Re: Agreement By and Among Greentree Financial Group, Inc., a Florida corporation ("Investor") and 8i Acquisition 2 Corp., a British Virgin Islands business company (the "Company," "we," "us," and "our"), Dated as of November 1, 2022 (the "Forward Share Purchase Agreement")

To the above-referenced party:

The Company and Investor wish to terminate the Forward Share Purchase Agreement on the date hereof. By signing below, each of the Company and Investor hereby terminate the Forward Share Purchase Agreement and the Forward Share Purchase Agreement shall be of no further force or effect as of or after the date hereof.

In consideration of the terms of this letter and other valuable consideration, each of the Company and Investor, jointly and severally, on behalf of itself and its present and former agents (including attorneys), representatives, family members, predecessors, successors, assigns, heirs, distributees, executors, administrators, estates, trusts, beneficiaries and all other persons or entities acting by, through, or in concert with it, or acting at its direction or on its behalf, hereby knowingly, voluntarily, and expressly releases, remits, acquits, waives, holds harmless, and forever discharges the Seller and all of its current and former representatives, entities, affiliates, agents (including attorneys), heirs, administrators, executors, trustees, beneficiaries, successors and assigns, from any and all causes of action, suits, liens, orders, debts, accounts, covenants, agreements, contracts, promises, controversies, damages, liabilities, obligations, payments, judgments, costs, charges, penalties, forfeitures, expenses, attorneys' fees, claims, demands, disputes, objections, and challenges of whatever kind or nature, at law or in equity, in tort or in contract, by statute, pursuant to case law or otherwise, whether now known or unknown, foreseen or unforeseen, vested or contingent, suspected or unsuspected, and which have existed or may have existed, which do exist or may in the future exist, including, but not limited to, those claims arising out of or relating to the Forward Share Purchase Agreement, from the beginning of the world to the date of this Agreement.

[Signature Page Follows]

This letter was provided in compliance with the notice provisions and requirements of the Forward Share Purchase Agreement.

8I ACQUISITION 2 CORP.

By: */s/ Tan Meng Dong*
Name: Tan Meng Dong (James)
Title: CEO

Agreed:

GREENTREE FINANCIAL GROUP, INC.

By: */s/ R. Chris Cottone*
Name: Robert C. Cottone
Title: Vice President

EUDA Health Limited

By: */s/ Kelvin Chen*
Name: Kelvin Chen Wei Wen
Title: CEO

With a copy to:

Loeb & Loeb LLP
345 Park Avenue
New York, New York 10154
Attention: Tahra Wright, Esq.
E-mail: twright@loeb.com