

**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): **September 7, 2022**

**8i Acquisition 2 Corp.**

(Exact Name of Registrant as Specified in its Charter)

**British Virgin Islands**

(State or other jurisdiction  
of incorporation)

**001-40678**

(Commission  
File Number)

**n/a**

(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:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
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**

### **Share Purchase Agreement**

As previously announced, 8i Acquisition 2 Corp., a British Virgin Islands business company (“LAX”), entered into a Share Purchase Agreement (the “SPA”) dated April 11, 2022, as amended on May 30, 2022, and June 10, 2022, with EUDA Health Limited, a British Virgin Islands business company (“EUDA Health”), Watermark Developments Limited, a British Virgin Islands business company (the “Seller”) and Kwong Yeow Liew, acting as Representative of the Indemnified Parties (the “Indemnified Party Representative”). Pursuant to the terms of the SPA, a business combination between LAX and EUDA Health will be effected through the purchase by LAX of all of the issued and outstanding shares of EUDA Health from the Seller (the “Share Purchase”). On September 7, 2022, the parties amended the SPA (the “Third Amendment”) to add a condition to closing and a post-closing covenant of EUDA Health that the release of funds from its bank account after the closing of the business combination shall require at least two (2) signatures, one (1) of whom shall be that of the independent director selected by 8i Holdings 2 Pte. Ltd.

The foregoing is a summary only and does not purport to be a complete description of all terms and provisions of the Third Amendment, and is subject to and qualified in its entirety by reference to the full text of the Third Amendment, which is filed herewith as Exhibit 2.1 to this Current Report on Form 8-K, and is incorporated into this Item 1.01 by reference.

### **Important Information for Investors and Shareholders**

This document relates to a proposed transaction between LAX and EUDA Health. This document 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 preliminary proxy statement with the SEC. A proxy statement will be sent to all LAX shareholders. LAX also will file other documents regarding the proposed transaction with the SEC. Before making any voting decision, investors and security holders of LAX are urged to read the proxy statement and all other relevant documents filed or that will be filed with the SEC in connection with the proposed transaction as they become available because they will contain important information about the proposed transaction.

Investors and security holders will be able to obtain free copies of the proxy statement and all other relevant documents filed or that will be filed with the SEC by LAX through the website maintained by the SEC at [www.sec.gov](http://www.sec.gov).

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## 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.

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## 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 will be contained in the proxy statement when it becomes available.

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 will be included in the proxy statement for the proposed transaction when available. 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 communication does not constitute an offer to sell or the solicitation of an offer to buy any securities or a solicitation of any vote or approval, nor shall there be any sale of any securities in any state or jurisdiction in which such offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of such other jurisdiction. No offering of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act, or an exemption therefrom.

### Item 9.01 Financial Statements and Exhibits.

#### (d) Exhibits:

<b>Exhibit</b>	<b>Description</b>
2.1	<a href="#"><u>Amendment No. 3 to Share Purchase Agreement, dated as of September 7, 2022, by and among EUDA Health Limited, Watermark Developments Limited, 8i Acquisition 2 Corp., and Kwong Yeow Liew.</u></a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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## 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: September 8, 2022

8i Acquisition 2 Corp.

By: /s/ Meng Dong (James) Tan

Name: Meng Dong (James) Tan

Title: Chief Executive Officer

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**AMENDMENT NO. 3 TO THE  
SHARE PURCHASE AGREEMENT**

This Amendment No. 3 to the Share Purchase Agreement (this “**Amendment**”) is made as of September 7, 2022, by and among Euda Health Limited, a British Virgin Islands business company (the “**Company**”), Watermark Developments Limited, a British Virgin Islands business company (“**Seller**”), and 8i Acquisition 2 Corp., a British Virgin Islands business company (“**Purchaser**”), and Kwong Yeow Liew, acting as Representative of the Indemnified Parties (the “**Indemnified Party Representative**”) and further amends that certain Share Purchase Agreement dated April 11, 2022, by and among the Company, Seller, Purchaser, and the Indemnified Party Representative (the “**Share Purchase Agreement**”). The Company, Seller, Purchaser, and the Indemnified Party Representative are sometimes referred to separately in this Amendment as a “Party” and collectively as the “Parties.” Any capitalized term used in this Amendment and not otherwise defined herein shall have the meaning ascribed to such term in the Share Purchase Agreement.

**RECITALS**

**WHEREAS**, the Parties are parties to the Share Purchase Agreement;

**WHEREAS**, the Parties entered into Amendment No. 1 to the Share Purchase Agreement on May 31, 2022;

**WHEREAS**, the Parties entered into Amendment No. 2 to the Share Purchase Agreement on June 10, 2022;

**WHEREAS**, Purchaser would like to ensure board oversight over the operation of the Purchaser Bank Account, Purchaser desires to further amend the Share Purchase Agreement to include a new condition to closing in Article IX and a covenant of Seller and the Company in Article VI to the Share Purchase Agreement;

**WHEREAS**, the Parties desire to further amend the Share Purchase Agreement to reflect the agreements of the Parties and to include the below mentioned amendments to the Share Purchase Agreement;

**WHEREAS**, Section 12.1 of the Share Purchase Agreement provides that the Share Purchase Agreement may be amended or modified if such amendment or modification is in writing and signed by each of Purchaser, the Indemnified Party Representative, Seller, and the Company; and

**WHEREAS**, the Parties to this Amendment constitute the parties necessary to amend the Share Purchase Agreement.

**AGREEMENT**

**NOW, THEREFORE**, in good and valuable consideration, the Parties agree as follows:

1. **Amendment to Article VI.** Article VI of the Share Purchase Agreement is hereby amended to add the following new Section 6.6:

“6.6 **Purchaser Bank Account Signatories.** On or before the date of Closing, the Purchaser shall add the person that the Sponsor intends to nominate to the Purchaser Board as one of two authorized signatories to the Purchaser Bank Account. From the date of Closing until January 2, 2024, neither the Company nor any of its Affiliates shall change the identity of the account signatories of the Purchaser Bank Account to either remove the person designated by the Purchaser as a signatory of such account or change the number of authorized signatories of the Purchaser Bank Account from two. If the person initially designated by the Sponsor shall for any reason cease to serve on the Purchaser Board before January 2, 2024, the Sponsor may, but shall not be required to, designate another individual to serve as an authorized signatory to the Purchaser bank Account.

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2. **Amendment to Article IX.** Article IX of the Share Purchase Agreement is hereby amended to add the following new Section 9.2(m):

“(m) Purchaser Bank Account Signatories. Any and all disbursements of funds from the Purchaser Bank Account post-Closing shall require at least two (2) signatures, one (1) of whom shall be that of the nominee to the Purchaser Board selected by the Sponsor.”

3. **Amendment to Exhibit A.** Exhibit A to the Share Purchase Agreement is hereby amended to add the following defined term:

“**Purchaser Bank Account**” means the Purchaser’s CitiBank, N.A. bank account with the account number 12867700 and any successor to such bank account.

4. **No Other Amendment.** Except as amended by this Amendment, the Share Purchase Agreement, as amended by Amendment No. 1, Amendment No. 2, and this Amendment No. 3, shall remain in full force and effect in accordance with its terms without any other amendment or modification.

5. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflict of law principles thereof (or any other jurisdiction) to the extent that such principles would direct a matter to another jurisdiction.

6. **Counterparts.** This Amendment (including any schedules and/or exhibits hereto or thereto) may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first set forth above.

**COMPANY:**

EUDA HEALTH LIMITED

By: /s/ Kelvin Chen Wei Wen

Name: Kelvin Chen Wei Wen

Title: CEO

**SELLER:**

WATERMARK DEVELOPMENTS LIMITED

By: /s/ Kelvin Chen Wei Wen

Name: Kelvin Chen Wei Wen

Title: Director

**PURCHASER:**

8I ACQUISITION 2 CORP.

By: /s/ Guan Hong (William) Yap

Name: Guan Hong (William) Yap

Title: CFO

**INDEMNIFIED PARTY REPRESENTATIVE:**

/s/ Kwong Yeow Liew

Name: Kwong Yeow Liew

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