

SECURITIES AND EXCHANGE COMMISSION

FORM DEFA14A

Additional definitive proxy soliciting materials and Rule 14(a)(12) material

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| Mailing Address | Business Address |
|--|---|
| ROOM 1108, 11TH FL, BLOCK B NEW MADISON PLAZA, 14 SCIENCE MUSEUM RD TSIMSHATSUI EAST, KOWLOON K3 00000 | ROOM 1108, 11TH FL, BLOCK B NEW MADISON PLAZA, 14 SCIENCE MUSEUM RD TSIMSHATSUI EAST, KOWLOON K3 00000 852 3998-4852 |

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

May 4, 2022

Date of Report (Date of earliest event reported)

AGBA Acquisition Limited
(Exact Name of Registrant as Specified in its Charter)

British Virgin Islands

(State or other jurisdiction
of incorporation)

001-38909

(Commission File Number)

N/A

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

**Room 1108, 11th Floor, Block B
New Mandarin Plaza, 14 Science Museum Road
Tsimshatsui East, Kowloon, Hong Kong**

(Address of Principal Executive Offices)

N/A

(Zip Code)

Registrant's telephone number, including area code: **+852 6872 0258**

N/A

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

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

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

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

| Title of each class | Trading Symbol(s) | Name of each exchange on which registered |
|---|-------------------|---|
| Units, each consisting of one Ordinary Share, \$0.001 par value, one Redeemable Warrant to acquire one-half of one Ordinary Share, and one Right to acquire one-tenth (1/10) of an Ordinary Share | AGBAU | NASDAQ Capital Market |
| Ordinary Shares | AGBA | NASDAQ Capital Market |
| Warrants | AGBAW | NASDAQ Capital Market |
| Rights | AGBAR | NASDAQ Capital Market |

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 Material Definitive Agreements.

As previously disclosed, on November 3, 2021, AGBA Acquisition Limited, a British Virgin Islands business company (“**AGBA**” or the “**Acquiror**”), entered into a business combination agreement (the “**Business Combination Agreement**”) with TAG Holdings Limited (“**TAG**”) and certain of TAG’s wholly owned subsidiaries - OnePlatform Holdings Limited (“**OPH**”), TAG Asia Capital Holdings Limited (“**Fintech**”), TAG International Limited (“**B2B**”), TAG Asset Partners Limited (“**B2BSub**”), and OnePlatform International Limited (“**HKSub**”).

On November 18, 2021, the parties entered into an amendment to the Business Combination Agreement (the “**First Amendment**”). On January 4, 2022, the parties, together with AGBA’s newly established wholly-owned subsidiaries, AGBA Merger Sub I Limited and AGBA Merger Sub II Limited, entered into a second amendment of the Business Combination Agreement (the “**Second Amendment**”).

On May 4, 2022, parties of the Business Combination Agreement, as amended, entered into a third amendment to the Business Combination Agreement (the “**Third Amendment**”). Pursuant to the Third Amendment, the parties have agreed that, among other things, (i) the Outside Closing Date (as defined in the Business Combination Agreement) of the proposed transactions contemplated by the Business Combination Agreement shall be extended to October 31, 2022 from April 30, 2022, and (ii) each party shall use its reasonable best efforts to finalize all Additional Agreements (as defined in the Business Combination Agreement) and other ancillary documents contemplated by the Business Combination Agreement no later than September 30, 2022.

A copy of the Third Amendment is filed with this Current Report on Form 8-K as Exhibit 2.1 and is incorporated herein by reference, and the foregoing description of the Amendment is qualified in its entirety by reference thereto.

Additional Information and Where to Find It

In connection with the transaction described by the Business Combination Agreement (as amended), AGBA will file relevant materials with the SEC, including a proxy statement. The proxy statement and a proxy card will be mailed to shareholders of AGBA as of a record date to be established for voting at the shareholders’ meeting relating to the proposed transaction. Shareholders will also be able to obtain a copy of the proxy statement without charge from AGBA. The proxy statement, once available, may also be obtained without charge at the SEC’s website at www.sec.gov or by writing to AGBA at **Room 1108, 11th Floor, Block B, New Mandarin Plaza, 14 Science Museum Road, Tsimshatsui East, Kowloon, Hong Kong**. INVESTORS AND SECURITY HOLDERS OF AGBA ARE URGED TO READ THESE MATERIALS (INCLUDING ANY AMENDMENTS OR SUPPLEMENTS THERETO) AND ANY OTHER RELEVANT DOCUMENTS IN CONNECTION WITH THE TRANSACTION THAT AGBA WILL FILE WITH THE SEC WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT AGBA, TAG, THE SUBSIDIARIES OF TAG, AND THE TRANSACTION.

Participants in Solicitation

AGBA, AGBA Merger Sub I Limited, AGBA Merger Sub II Limited TAG, the subsidiaries of TAG, and their respective directors, executive officers and employees and other persons may be deemed to be participants in the solicitation of proxies from the holders of AGBA ordinary shares in respect of the proposed transaction. Information about AGBA’s directors and executive officers and

their ownership of AGBA ordinary shares is set forth in AGBA's Annual Report on Form 10-K filed with the SEC, as modified or supplemented by any Form 3 or Form 4 filed with the SEC since the date of such filing. Other information regarding the interests of the participants in the proxy solicitation will be included in the proxy statement pertaining to the proposed transaction when it becomes available. These documents can be obtained free of charge from the sources indicated above.

No Offer or Solicitation

This Current Report on Form 8-K shall not constitute an offer to sell or the solicitation of an offer to buy any securities, nor shall there be any sale of securities in any states or jurisdictions in which such offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of any such 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.

| Exhibit No. | Description |
|--------------------|---|
| 2.1 | Amendment No. 3 to the Business Combination Agreement dated as of May 4, 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: May 6, 2022

AGBA ACQUISITION LIMITED

By: /s/ Gordon Lee

Name: Gordon Lee

Title: Chief Executive Officer

AMENDMENT NO. 3**TO THE BUSINESS COMBINATION AGREEMENT**

THIS AMENDMENT NO. 3 (this “**Amendment No. 3**”) to the Business Combination Agreement (as defined herein) is made and entered into this May 4, 2022 by and among AGBA Acquisition Limited, a British Virgin Islands business company (the “Acquiror”), AGBA Merger Sub I Limited, a British Virgin Islands business company (“Merger Sub I”), AGBA Merger Sub II Limited, a British Virgin Islands business company (“Merger Sub II”), TAG International Limited, a British Virgin Islands business company (“B2B”), TAG Asset Partners Limited, a British Virgin Islands business company (“B2BSub”), OnePlatform International Limited, a Hong Kong company (“HKSub”), OnePlatform Holdings Limited, a Hong Kong company (“OPH”), TAG Asia Capital Holdings Limited, a British Virgin Islands business company (“Fintech”), and TAG Holdings Limited, a British Virgin Islands business company (“TAG”, and each of them sometimes referred to individually as a “Party” and, collectively, as the “Parties”). Capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Business Combination Agreement (as defined below).

WITNESETH:

A. The Parties have entered in a Business Combination Agreement, dated November 3, 2021, contemplating certain merger and acquisition transactions, as amended by the Amendment to the Business Combination Agreement, dated November 18, 2021, and by the Amendment No. 2 to the Business Combination Agreement, dated January 4, 2022 (the “Business Combination Agreement”).

B. The Parties now desire to further amend the Business Combination Agreement as set forth in this Amendment No. 3. This Amendment No. 3 is supplemental to, amends, and supersedes, to the extent of any conflict, the Business Combination Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants, and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, and upon and subject to the terms and the conditions hereinafter set forth, the Parties do hereby agree as follows:

1. AMENDMENTS

1.1 The Business Combination Agreement, effective as of April 30, 2022, shall be amended as set forth below:

(a) The definition of “Additional Agreements” at Section 1.13 shall be deleted in its entirety and replaced with the following:

“1.13 “Additional Agreements” means the Plans of Merger, the Articles of Merger, the Employment Agreements, each of the Lock-up Agreements required pursuant to Section 1.60, and such other agreements as the parties hereto may agree, and all the agreements documents, instruments and certificates entered into in connection herewith or therewith and any and all exhibits and schedules thereto, all to be agreed among the parties promptly (but no later than September 30, 2022, unless otherwise agreed by the parties in writing). The agreed forms of the Plans of Merger, the Articles of Merger, the Employment Agreements, and the Lock-up Agreement shall be attached to this Agreement as Exhibits.”

(b) The definition of “Amended Charter” at Section 1.16 shall be deleted in its entirety and replaced with the following:

“1.16 “Amended Charter” means the fourth amended and restated Acquiror Charter required to be approved at the Acquiror Extraordinary General Meeting and registered with the BVI Registrar of Corporate Affairs, the agreed form of which is attached to the Preliminary Proxy Statement, dated March 18, 2022, at Annex B thereof.”

(c) The definition of “Lock-up Agreement” at Section 1.60 shall be deleted in its entirety and replaced with the following:

“1.60 “Lock-up Agreement” means each agreement with respect to Acquiror Ordinary Shares and all exhibits and schedules thereto, to be agreed between the parties hereto promptly (but no later than September 30, 2022, unless otherwise agreed by the parties in writing), the agreed form of which shall be attached to this Agreement as an Exhibit. The parties hereto agree that (a) all Persons (excluding TAG) who receive Acquiror Ordinary Shares equivalent to one percent (1.0%) or more of the Aggregate Stock Consideration (less the Holdback Shares) will be required to execute a Lock-Up Agreement; and (b) the duration of the lock-up period in the Lock-Up Agreement will be at least 180 days commencing on the first Business Day after the Closing Date.”

(d) Section 6.8 shall be deleted in its entirety and replaced with the following:

6.8 Reasonable Best Efforts; Further Assurances. Subject to the terms and conditions of this Agreement, each party shall use its reasonable best efforts to finalize the Additional Agreements and any other ancillary documents contemplated in this Agreement no later than September 30, 2022 (or such later date otherwise agreed by the parties hereto in writing), but in no event later than immediately prior to Closing, to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under applicable Laws, and to cooperate as reasonably requested by the other party, to consummate and implement expeditiously each of the transactions contemplated by this Agreement. The parties hereto shall execute and deliver such other documents, certificates, agreements, and other writings and take such other actions as may be necessary or desirable in order to consummate or implement expeditiously each of the transactions contemplated by this Agreement.

(e) Section 12.1(b) shall be deleted in its entirety and replaced with the following:

“(b) In the event that the Closing has not occurred by October 31, 2022 or such other date as the parties hereto may agree in writing (the “Outside Closing Date”), any party hereto shall have the right, at its sole option, to terminate this Agreement without liability to the other party; provided, however, that the right to terminate this Agreement under this Section 12.1(b) shall not be available to any party who is in a material breach of this Agreement and such breach shall have been the cause of, or shall have resulted in, the failure of the Closing to occur on or prior to the Outside Closing Date. Such right may be exercised by any party hereto with a written notice to the other party at any time after the Outside Closing Date.”

2. EFFECT OF AMENDMENT

2.1 This Amendment No. 3 is supplemental to, should be read in conjunction with, and should be construed as one document with the Business Combination Agreement. Each Party acknowledges that, save as expressly amended by this Amendment No. 3, the Business Combination Agreement remains and shall continue in full force and effect.

2.2 Upon the execution of this Amendment No. 3, each reference in the Business Combination Agreement to “this Agreement” or words of similar effect referring to the Business Combination Agreement shall refer to the Business Combination Agreement as amended by this Amendment No. 3. References to the Business Combination Agreement in any other instrument or document shall be deemed a reference to the Business Combination Agreement as amended by this Amendment No. 3.

3. GOVERNING LAW

This Amendment No. 3 is governed by and shall be construed and interpreted in accordance with the laws of the State of New York.

4. COUNTERARTS AND FACSIMILE

This Amendment No. 3 may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument. This Amendment No. 3 may be executed and delivered by facsimile or portable document format (.PDF) transmission.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 3 to be duly executed as of the day and year first above written.

AGBA Acquisition Limited

By: /s/ Gordon Lee
Name: Gordon Lee
Title: Chief Executive Officer

AGBA Merger Sub I Limited

By: /s/ Zi Lin Tan Vera
Name: Zi Lin Tan Vera
Title: Director

AGBA Merger Sub II Limited

By: /s/ Zi Lin Tan Vera
Name: Zi Lin Tan Vera
Title: Director

[Signature Page]

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 3 to be duly executed as of the day and year first above written.

TAG International Limited

By: /s/ Shu Pei Huang, Desmond
Name: Shu Pei Huang, Desmond

TAG Asset Partners Limited

By: /s/ Shu Pei Huang, Desmond
Name: Shu Pei Huang, Desmond

OnePlatform International Limited

By: /s/ Shu Pei Huang, Desmond
Name: Shu Pei Huang, Desmond

OnePlatform Holdings Limited

By: /s/ Ng Wing Fai
Name: Ng Wing Fai

TAG Asia Capital Holdings Limited

By: /s/ Ng Wing Fai
Name: Ng Wing Fai

[Signature Page]

TAG Holdings Limited

By: /s/ Ng Wing Fai
Name: Ng Wing Fai

[Signature Page]
