
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

SCHEDULE 14A INFORMATION
Proxy Statement Pursuant to Section 14(a) of the
Securities Exchange Act of 1934

Filed by the Registrant

Filed by a Party other than the Registrant

Check the appropriate box:

- Preliminary Proxy Statement
- Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2))
- Definitive Proxy Statement
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- Soliciting Material Pursuant to Section 240.14a-12

Prime Impact Acquisition I
(Name of Registrant as Specified in Its Charter)

(Name of Person(s) Filing Proxy Statement, if other than the Registrant)

Payment of Filing Fee (Check all boxes that apply):

- No fee required
 - Fee paid previously with preliminary materials.
 - Fee computed on table in exhibit required by Item 25(b) per Exchange Act Rules 14a-6(i)(1) and 0-11.
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PRIME IMPACT ACQUISITION I
123 E San Carlos Street,
Suite 12
San Jose, CA 95112

PROXY STATEMENT SUPPLEMENT

September 8, 2022

To the Shareholders of Prime Impact Acquisition I:

This is a supplement (this “**Supplement**”) to the definitive proxy statement of **Prime Impact Acquisition I** (the “**Company**”, “**Prime Impact**,” “**we**,” “**us**” or “**our**”), dated August 16, 2022 (the “**Proxy Statement**”), that was sent to you in connection with the Company’s extraordinary general meeting of shareholders, which is now scheduled for 2:00 p.m., Eastern Time, on September 13, 2022 (the “**General Meeting**”). For the purposes of the articles of association of Prime Impact, the physical place of the meeting will be at the offices of Goodwin Procter LLP, 620 Eighth Avenue, New York, NY 10018. Shareholders of the Company will also be able to attend the General Meeting virtually at:

<https://www.cstproxy.com/primeimpactacquisitioni/2022>.

At the General Meeting, the Company’s shareholders will be asked to consider and vote upon the following proposals:

- The Extension Proposal – to consider and vote upon a proposal by the following special resolution to amend (the “**Extension Proposal**”) the Company’s amended and restated memorandum and articles of association to: (i) extend from September 14, 2022 to December 14, 2022, the date (the “**Termination Date**”) by which, if the Company has not consummated a merger, amalgamation, share exchange, asset acquisition, share purchase, reorganisation or similar business combination involving one or more businesses or entities, the Company must: (a) cease all operations except for the purpose of winding up; (b) as promptly as reasonably possible but not more than ten business days thereafter, redeem the shares sold in the Company’s initial public offering (the “**Public Shares**”); and (c) as promptly as reasonably possible following such redemption liquidate and dissolve, subject in each case to its obligations under Cayman Islands law to provide for claims of creditors and in all cases subject to the other requirements of applicable law, provided that Prime Impact Cayman, LLC (the “**Sponsor**”) has agreed that it (or its affiliates or permitted designees) (the “**Lender**”) will increase the amount deposit the Lender will deposit into a trust account (“**Trust Account**”) located in the United States with Continental Stock Transfer & Trust Company acting as trustee, to the lesser of (A) US\$1,120,000 or (B) \$0.16 for each Public Share that is not redeemed in connection with the General Meeting, in exchange for one or more non-interest bearing, unsecured promissory notes issued by the Company to the Lender, and (ii) in the event that the Company has not consummated an initial business combination by December 14, 2022, without further approval of the Company’s shareholders, to allow the Company, by resolution of the board of directors of the Company if requested by our Sponsor, and upon five days’ advance notice prior to the applicable Termination Date to extend the Termination Date up to three times, each by one additional month (for a total of up to three additional months to complete a business combination), provided that a Lender will deposit into the Trust Account: (I) for the first such monthly extension, the lesser of (a) US\$385,000 or (b) \$0.055 for each Public Share that is not redeemed in connection with the General Meeting; (II) for the second such monthly extension, the lesser of (a) US\$385,000 or (b) \$0.055 for each Public Share that is not redeemed in connection with the General Meeting; and (III) for the third such monthly extension, the lesser of (a) US\$385,000 or (b) \$0.055 for each Public Share that is not redeemed in connection with the General Meeting, for an aggregate deposit of up to the lesser of: (x) \$1,155,000 or (y) US\$0.165 for each Public Share that is not redeemed in connection with the General Meeting, in exchange for one or more non-interest bearing, unsecured promissory notes issued by the Company to the Lender. If the Company completes its initial business combination, it will, at the option of the Lender, repay the amounts loaned under the promissory note(s) or convert a portion or all of the amounts loaned under such promissory note(s) into warrants at a

price of \$1.50 per warrant, which warrants will be identical to the private placement warrants issued to the Sponsor at the time of the Company's initial public offering ("IPO"). If the Company does not complete a business combination by the deadline to consummate an initial business combination, such promissory notes will be repaid only from funds held outside of the Trust Account:

"RESOLVED, as a special resolution, that the Amended and Restated Memorandum and Articles of Association of the Company be amended by the deletion of the existing Articles 38.8, 38.9 and 38.11 in their entirety and the insertion of the following language in their place:

38.8 In the event that the Company does not consummate a Business Combination by December 14, 2022 (the "Extension Date"), or such later time as the Members may approve in accordance with the Articles, the Company shall:

(a) cease all operations except for the purpose of winding up;

(b) as promptly as reasonably possible but not more than ten business days thereafter, redeem the Public Shares, at per-Share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Account, including interest earned on the funds held in the Trust Account and not previously released to the Company (less taxes payable and up to US\$100,000 of interest to pay dissolution expenses), divided by the number of then Public Shares in issue, which redemption will completely extinguish public Members' rights as Members (including the right to receive further liquidation distributions, if any); and

(c) as promptly as reasonably possible following such redemption, subject to the approval of the Company's remaining Members and the Directors, liquidate and dissolve, subject in each case to its obligations under Cayman Islands law to provide for claims of creditors and in all cases subject to the other requirements of Applicable Law.

Notwithstanding this Article or any other provision of the Articles, in the event that the Company has not consummated an initial Business Combination by December 14, 2022, without approval of the Members, the Company may, by resolution of the board of directors of the Company if requested by the Sponsor, and upon five days' advance notice prior to the applicable Extension Date extend the Extension Date up to three times, each by one additional month (for a total of up to three additional months to complete a Business Combination), provided that the Sponsor (or its affiliates or permitted designees) (the "Lender") will deposit into the Trust Account: (I) for the first such monthly extension, the lesser of (a) US\$385,000 or (b) \$0.055 for each Public Share that is then-outstanding; (II) for the second such monthly extension, the lesser of (a) US\$385,000 or (b) \$0.055 for each Public Share that is then-outstanding; and (III) for the third such monthly extension, the lesser of (a) US\$385,000 or (b) \$0.055 for each Public Share that is then-outstanding, for an aggregate deposit of up to the lesser of: (x) \$1,155,000 or (y) US\$0.165 for each Public Share that is then-outstanding, in exchange for one or more non-interest bearing, unsecured promissory notes issued by the Company to the Lender. If the Company completes its initial Business Combination, it will, at the option of the Lender, repay the amounts loaned under the promissory note or convert a portion or all of the amounts loaned under such promissory note(s) into warrants at a price of \$1.50 per warrant, which warrants will be identical to the private placement warrants issued to the Sponsor at the time of the IPO. If the Company does not complete a Business Combination by the deadline to consummate an initial Business Combination, such promissory notes will be repaid only from funds held outside of the Trust Account.

38.9 In the event that any amendment is made to these Articles:

(a) that would modify the substance or timing of the Company's obligation to provide holders of Public Shares the right to:

(i) have their shares redeemed or repurchased in connection with a Business Combination pursuant to Articles 38.2(b) or 38.6; or

(ii) redeem 100 % of the Public Shares if the Company has not consummated an initial Business Combination by the Extension Date (as the Extension Date may be extended in accordance with these Articles); or

(b) with respect to any other provision relating to the rights of holders of Public Shares, each holder of Public Shares who is not a Founder, Officer or director shall be provided with the opportunity to redeem their Public Shares upon the approval of any such amendment (an "Amendment Redemption") at a per-Share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Account, including interest earned on the funds held in the Trust Account not previously released to the Company to pay income taxes, if any, divided by the number of Public Shares then in issue.

38.11 After the issue of Public Shares (including pursuant to the Over-Allotment Option), and prior to the consummation of a Business Combination, the directors shall not issue additional Shares or any other securities that would entitle the holders thereof to:

(a) receive funds from the Trust Account; or

(b) vote as a class with the Public Shares:

(i) on a Business Combination or on any other proposal presented to Members prior to or in connection with the completion of a Business Combination; or

(ii) to approve an amendment to these Articles to:

(A) extend the time the Company has to consummate a Business Combination beyond the Extension Date (as the Extension Date may be extended in accordance with these Articles); or

(B) amend the foregoing provisions of these Articles.

If the Company shall wind up for any other reason prior to the consummation of a Business Combination, the Company shall, as promptly as reasonably possible but not more than ten business days thereafter, follow the foregoing procedures set out in this Article 38.8 with respect to the liquidation of the Trust Account, subject to its obligations under Cayman Islands law to provide for claims of creditors and in all cases subject to the other requirements of Applicable Law.

Such amendment is referred to herein as the "**Extension Amendment**".

- The Adjournment Proposal — to consider and vote upon a proposal by the following ordinary resolution to approve the adjournment of the General Meeting by the chairman thereof to a later date, if necessary, under certain circumstances, to solicit additional proxies for the purpose of approving the Extension Proposal, to amend the Extension Proposal, or to allow reasonable additional time for the filing or mailing of any supplemental or amended disclosure that the Company has determined in good faith after consultation with outside legal counsel is required under applicable law and for such supplemental or amended disclosure to be disseminated and reviewed by the Company's shareholders prior to the General Meeting; provided that the General Meeting is reconvened as promptly as practical thereafter. The Adjournment Proposal will only be presented at the General Meeting if there are not sufficient votes to approve the Extension Proposal:

"RESOLVED, as an ordinary resolution, that the adjournment of the extraordinary general meeting to a time and place to be confirmed by the chairman of the extraordinary general meeting be ratified, approved and confirmed in all respects."

The Board has fixed the close of business on August 5, 2022 as the record date for determining the Company's shareholders entitled to receive notice of and to vote at the General Meeting and any adjournment thereof (the "**Record Date**"). On the Record Date, there were 40,510,517 outstanding Company ordinary shares (the "**Ordinary Shares**"), including 32,408,414 outstanding Public Shares. The Company's warrants do not have voting rights. Only holders of record of the Company's Ordinary Shares on the Record Date are entitled to have their votes counted at the General Meeting or any adjournment thereof.

If the Extension Proposal is approved and the Extension Amendment becomes effective, prior to filing the Extension Amendment, Prime Impact Cayman, LLC (the "**Sponsor**") has agreed that it (or its affiliates or permitted designees) (the "**Lender**") will increase the deposit it will make into the Trust Account of (i) the lesser of (a) an aggregate of \$1,120,000 or (b) \$0.16 for each Public Share that is not redeemed in connection with the General Meeting, in exchange for one or more non-interest bearing, unsecured promissory notes issued by the Company to the Lender. In addition, if the Extension Proposal is approved and the Extension Amendment becomes effective, in the event that the Company has not consummated an initial business combination by December 14, 2022, without further approval of the Company's shareholders, the Company may, by resolution of the board of directors of the Company if requested by our Sponsor, and upon five days' advance notice prior to the applicable Termination Date extend the Termination Date up to three times, each by one additional month (for a total of up to three additional months to complete a business combination), provided that a Lender will deposit into the Trust Account: (I) for the first such monthly extension, the lesser of (a) US\$385,000 or (b) \$0.055 for each Public Share that is not redeemed in connection with the General Meeting; (II) for the second such monthly extension, the lesser of (a) US\$385,000 or (b) \$0.055 for each Public Share that is not redeemed in connection with the General Meeting; and (III) for the third such monthly extension, the lesser of (a) US\$385,000 or (b) \$0.055 for each Public Share that is not redeemed in connection with the General Meeting, for an aggregate deposit of up to the lesser of: (x) \$1,155,000 or (y) US\$0.165 for each Public Share that is not redeemed in connection with the General Meeting, in exchange for one or more non-interest bearing, unsecured promissory notes issued by the Company to the Lender. If the Company completes its initial business combination, it will, at the option of the Lender, repay the amounts loaned under the promissory note(s) or convert a portion or all of the amounts loaned under such promissory note(s) into warrants at a price of \$1.50 per warrant, which warrants will be identical to the private placement warrants issued to the Sponsor at the time of the IPO. If the Company does not complete a business combination by the deadline to consummate an initial business combination, such promissory notes will be repaid only from funds held outside of the Trust Account. Accordingly, if the Extension Proposal is approved and the Extension Amendment becomes effective and the Company takes the maximum time to complete a business combination, the redemption amount per share at the meeting for such business combination or the Company's subsequent liquidation will be approximately \$10.10 per Public Share (as of the Record Date and without taking into account any additional interest), assuming no Public Shares are redeemed in connection with the General Meeting, and approximately \$10.36 per Public Share (as of the Record Date and without taking into account any additional interest), assuming 25,408,414 Public Shares are redeemed in connection with the General Meeting, in comparison to the current redemption amount of approximately \$10.03 per share.

If the Extension Proposal is approved, and the Extension Amendment becomes effective, each holder of Public Shares may seek to redeem its Public Shares for a pro rata portion of the funds available in the trust account, less any taxes we anticipate will be owed, but have not yet been paid, calculated as of two business days prior to the meeting. Holders of Public Shares do not need to vote on the Extension Proposal or be a holder of record on the Record Date to exercise redemption rights. TO DEMAND REDEMPTION, IF YOU HOLD PHYSICAL CERTIFICATES FOR ORDINARY SHARES, YOU MUST PHYSICALLY TENDER YOUR SHARE CERTIFICATES TO CONTINENTAL STOCK TRANSFER & TRUST COMPANY, THE COMPANY'S TRANSFER AGENT, AT CONTINENTAL STOCK TRANSFER & TRUST COMPANY, ONE STATE STREET PLAZA, 30TH FLOOR, NEW YORK, NY 10004, ATTN: HENRY FARRELL, E-MAIL: H FARRELL@CONTINENTALSTOCK.COM, NO LATER THAN TWO BUSINESS DAYS PRIOR TO THE GENERAL MEETING. IF YOU HOLD YOUR ORDINARY SHARES IN "STREET NAME" THROUGH A BANK, BROKER OR OTHER NOMINEE, YOU MUST TENDER OR DELIVER YOUR SHARES (AND SHARE CERTIFICATES (IF ANY) AND OTHER REDEMPTION FORMS) TO CONTINENTAL STOCK TRANSFER & TRUST COMPANY ELECTRONICALLY USING THE DEPOSITORY TRUST COMPANY'S DWAC (DEPOSIT/WITHDRAWAL AT CUSTODIAN) SYSTEM TWO BUSINESS DAYS PRIOR TO THE GENERAL MEETING TO DEMAND REDEMPTION.

Before you vote, you should read the Proxy Statement and other documents that the Company has filed with the Securities and Exchange Commission, together with this Supplement, for more complete information about the Company and the Extension Proposal. If you have questions about the Extension Proposal or if you need additional copies of the Proxy Statement or the proxy card you should contact:

Morrow Sodali LLC
333 Ludlow Street, 5th Floor, South Tower
Stamford, CT 06902
Individuals call toll-free (800) 662-5200
Banks and brokers call (203) 658-9400
Email: PIAI.info@investor.morrowsodali.com

By Order of the Board of Directors of Prime Impact Acquisition I

/s/ Mark Long

Mark Long

Director and Co-Chief Executive Officer

YOU ARE NOT BEING ASKED TO VOTE ON ANY BUSINESS COMBINATION AT THIS TIME. IF THE EXTENSION PROPOSAL IS APPROVED AND THE EXTENSION AMENDMENT BECOMES EFFECTIVE AND YOU DO NOT ELECT TO REDEEM YOUR PUBLIC SHARES NOW, YOU WILL RETAIN THE RIGHT TO VOTE ON ANY PROPOSED BUSINESS COMBINATION WHEN AND IF IT IS SUBMITTED TO SHAREHOLDERS AND THE RIGHT TO REDEEM YOUR PUBLIC SHARES FOR A PRO RATA PORTION OF THE TRUST ACCOUNT IN THE EVENT SUCH PROPOSED BUSINESS COMBINATION IS APPROVED AND COMPLETED.

Neither the Securities and Exchange Commission nor any state securities commission has determined if the Proxy Statement, as supplemented by this Supplement, is accurate or complete. Any representation to the contrary is a criminal offense.

Your vote is important. Please sign, date and return your proxy card as soon as possible to make sure that your shares are represented at the General Meeting. If you are a shareholder of record, you may also cast your vote in person at the General Meeting. If your shares are held in an account at a brokerage firm or bank, you must instruct your broker or bank how to vote your shares, or you may cast your vote in person at the General Meeting by obtaining a proxy from your brokerage firm or bank. Your failure to vote or instruct your broker or bank how to vote will have the same effect as voting against the Extension Amendment Proposal.

This Supplement is dated September 8, 2022.