

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

**Amendment No. 9  
to  
FORM F-4**

**REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933**

**Prenetics Global Limited**

(Exact Name of Registrant as Specified in Its Charter)

**Cayman Islands**  
(State or Other Jurisdiction of  
Incorporation or Organization)

**3826**  
(Primary Standard Industrial  
Classification Code Number)  
**Unit 701-706, K11 Atelier King's Road**  
**728 King's Road, Quarry Bay**  
**Hong Kong**  
**+852 2210-9588**

**Not Applicable**  
(I.R.S. Employer  
Identification Number)

(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

**Cogency Global Inc.**  
**122 East 42nd Street, 18th Floor**  
**New York, N.Y. 10168**  
**+1 (800) 221-0102**

(Name, address, including zip code, and telephone number, including area code, of agent for service)

*Copies to:*

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**Approximate date of commencement of proposed sale of the securities to the public: As soon as practicable after this Registration Statement becomes effective.**

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration for the share offering.

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer)

Exchange Act Rule 14d-1(d) (Cross-Border Third-Party Tender Offer)

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933.

Emerging growth company

If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, 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<sup>†</sup> provided pursuant to Section 7(a)(2)(B) of the Securities Act.

<sup>†</sup> The term "new or revised financial accounting standard" refers to any update issued by the Financial Accounting Standards Board to its Accounting Standards Codification after April 5, 2012.

**The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.**

#### **EXPLANATORY NOTE**

This Amendment No. 9 is being filed solely for the purpose of filing an exhibit to this registration statement on Form F-4, or the Registration Statement, and to amend and restate the exhibit index set forth in Part II of the Registration Statement. No changes have been made to the Registration Statement other than this explanatory note as well as revised versions of the cover page and exhibit index of the Registration Statement. This Amendment No. 9 does not contain copies of the prospectus included in the Registration Statement, which remains unchanged from Amendment No. 8 to the Registration Statement, filed on March 30, 2022.

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**PART II**  
**INFORMATION NOT REQUIRED IN PROSPECTUS**

**Item 20. Indemnification of Directors and Officers**

The laws of the Cayman Islands do not limit the extent to which a company's memorandum and articles of association may provide for indemnification of officers and directors, except to the extent any such provision may be held by the Cayman Islands courts to be contrary to public policy, such as to provide indemnification against willful default, willful neglect, civil fraud or the consequences of committing a crime. The Amended PubCo Articles that PubCo expects to adopt and to become effective at the Initial Merger Effective Time provides for indemnification of our officers and directors to the maximum extent permitted by law for any liability incurred in carrying out their functions, except through their own dishonesty, actual fraud or willful default.

We have also entered into indemnification agreements with our directors and executive officers under the laws of the Cayman Islands, pursuant to which we have agreed to indemnify each such person and hold him harmless against expenses, judgments, fines and amounts payable under settlement agreements in connection with any threatened, pending or completed action, suit or proceeding to which he has been made a party or in which he became involved by reason of the fact that he is or was our director or officer. Except with respect to expenses to be reimbursed by us in the event that the indemnified person has been successful on the merits or otherwise in defense of the action, suit or proceeding, our obligations under the indemnification agreements are subject to certain customary restrictions and exceptions.

In addition, we maintain standard policies of insurance under which coverage is provided to our directors and officers against loss rising from claims made by reason of breach of duty or other wrongful act, and to us with respect to payments which may be made by us to such directors and officers pursuant to the above indemnification provision or otherwise as a matter of law.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling us pursuant to the foregoing provisions, we have been informed that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is theretofore unenforceable.

**Item 21. Exhibits and Financial Statement Schedules**

<b>Exhibit Number</b>	<b>Description</b>
2.1 <sup>#</sup>	<a href="#"><u>Business Combination Agreement, dated as of September 15, 2021, by and among Artisan Acquisition Corp., Prenetics Global Limited, Prenetics Group Limited, AAC Merger Limited, and PGL Merger Limited.</u></a>
2.2 <sup>#</sup>	<a href="#"><u>Amendment to Business Combination Agreement, dated as of March 30, 2022, by and among Artisan Acquisition Corp., Prenetics Global Limited, Prenetics Group Limited, AAC Merger Limited, and PGL Merger Limited.</u></a>
3.1 <sup>#</sup>	<a href="#"><u>Amended and Restated Memorandum and Articles of Association of PubCo.</u></a>
3.2 <sup>#</sup>	<a href="#"><u>Memorandum and Articles of Association of PubCo in effect prior to Closing.</u></a>
4.1 <sup>#</sup>	<a href="#"><u>Specimen ordinary share certificate of PubCo.</u></a>
4.2 <sup>#</sup>	<a href="#"><u>Specimen warrant certificate of PubCo.</u></a>
4.3 <sup>#</sup>	<a href="#"><u>Warrant Agreement, dated May 13, 2021, between Artisan and Continental Stock Transfer &amp; Trust Company.</u></a>
5.1 <sup>#</sup>	<a href="#"><u>Opinion of Mourant Ozannes as to validity of ordinary shares of PubCo.</u></a>
5.2	<a href="#"><u>Opinion of Skadden, Arps, Slate, Meagher &amp; Flom LLP as to the warrants of PubCo.</u></a>

Exhibit Number	Description
8.1 <sup>#</sup>	<a href="#">Opinion of Kirkland &amp; Ellis LLP regarding certain U.S. tax matters.</a>
10.1 <sup>#</sup>	<a href="#">Form of PIPE Subscription Agreements.</a>
10.2 <sup>#</sup>	<a href="#">Deed of Novation and Amendment, dated as of September 15, 2021, by and among Artisan Acquisition Corp., Prenetics Global Limited, Artisan LLC and Aspex Master Fund.</a>
10.3 <sup>#</sup>	<a href="#">Deed of Novation and Amendment, dated as of September 15, 2021, by and among Artisan Acquisition Corp., Prenetics Global Limited, Artisan LLC and Pacific Alliance Asia Opportunity Fund L.P.</a>
10.4 <sup>#</sup>	<a href="#">Sponsor Support Agreement, dated as of September 15, 2021, by and among Prenetics Global Limited, Prenetics Group Limited, Artisan Acquisition Corp., Artisan LLC and other parties named therein.</a>
10.5 <sup>#</sup>	<a href="#">Registration Rights Agreement, dated as of September 15, 2021, by and among Prenetics Global Limited, Artisan Acquisition Corp., Artisan LLC and other parties named therein.</a>
10.6 <sup>#</sup>	<a href="#">Shareholder Support Agreements and Deed, dated as of September 15, 2021, by and among Prenetics Global Limited, Prenetics Group Limited, Artisan Acquisition Corp., and certain management shareholders named therein.</a>
10.7 <sup>#</sup>	<a href="#">Shareholder Support Agreements and Deed, dated as of September 15, 2021, by and among Prenetics Global Limited, Prenetics Group Limited, Artisan Acquisition Corp., and certain shareholders named therein.</a>
10.8 <sup>#</sup>	<a href="#">Assignment, Assumption and Amendment Agreement, dated as of September 15, 2021, by and among Prenetics Global Limited, Artisan Acquisition Corp. and Continental Stock Transfer &amp; Trust Company.</a>
10.9 <sup>#</sup>	<a href="#">PubCo 2022 Equity Incentive Plan.</a>
10.10 <sup>#</sup>	<a href="#">Form of Indemnification Agreement between PubCo and each executive officer of PubCo.</a>
10.11 <sup>#</sup>	<a href="#">Letter Agreement, dated May 13, 2021, among Artisan, the Sponsor and Artisan's officer and directors.</a>
10.12 <sup>#</sup>	<a href="#">Investment Management Trust Agreement, dated May 13, 2021, between Artisan and Continental Stock Transfer &amp; Trust Company.</a>
10.13 <sup>#</sup>	<a href="#">Promissory Note, dated February 4, 2021, between Artisan and Sponsor.</a>
10.14 <sup>†#</sup>	<a href="#">Patent License Agreement, dated June 10, 2020, by and among Oxsed Limited, Oxford University (Suzhou) Science &amp; Technology Co., Ltd. and Oxford University Innovation Limited, as amended on October 14, 2020.</a>
10.15 <sup>†#</sup>	<a href="#">Patent License Agreement, dated October 6, 2020, by and between Oxsed Limited and New England Biolabs Inc.</a>
10.16 <sup>†#</sup>	<a href="#">Patent License Agreement, dated October 12, 2020, by and between Oxsed Limited and Eiken Chemical Co., Ltd.</a>
10.17 <sup>†#</sup>	<a href="#">Collaboration Agreement, dated July 29, 2019, by and among Prenetics Limited, New Horizon Health Limited and Hangzhou New Horizon Health Technology Co., Ltd, as amended on December 18, 2019.</a>
10.18 <sup>#</sup>	<a href="#">Deed of Joinder, dated October 1, 2021, by and among Prenetics Global Limited, Prenetics Group Limited, Artisan Acquisition Corp. and Prudential Hong Kong Limited.</a>
10.19 <sup>#</sup>	<a href="#">Form of Amendment to PIPE Subscription Agreements.</a>

Exhibit Number	Description
10.20 <sup>#</sup>	<a href="#">Form of Deed of Amendment to Deed of Novation and Amendment.</a>
10.21 <sup>#</sup>	<a href="#">Sponsor Forfeiture and Conversion Agreement, dated as of March 30, 2022, by and among Prenetics Global Limited, Prenetics Group Limited, Artisan Acquisition Corp., Artisan LLC, Mr. William Keller, Mr. Mitch Garber, Mr. Fan (Frank) Yu and Mr. Sean O'Neill.</a>
10.22 <sup>#</sup>	<a href="#">Amendment to Sponsor Support Agreement, dated as of March 30, 2022, by and among Prenetics Global Limited, Prenetics Group Limited, Artisan Acquisition Corp., Artisan LLC and other parties named therein.</a>
10.23 <sup>#</sup>	<a href="#">Amendment to Shareholder Support Agreement, dated as of March 30, 2022, by and among Prenetics Global Limited, Prenetics Group Limited, Artisan Acquisition Corp. and certain management shareholders named therein.</a>
21.1 <sup>#</sup>	<a href="#">List of subsidiaries of PubCo.</a>
23.1 <sup>#</sup>	<a href="#">Consent of Marcum LLP</a>
23.2 <sup>#</sup>	<a href="#">Consent of KPMG.</a>
23.3 <sup>#</sup>	<a href="#">Consent of Frost &amp; Sullivan.</a>
23.4 <sup>#</sup>	<a href="#">Consent of Mourant Ozannes (included in Exhibit 5.1).</a>
23.5	<a href="#">Consent of Skadden, Arps, Slate, Meagher &amp; Flom LLP (included in Exhibit 5.2).</a>
23.6 <sup>#</sup>	<a href="#">Consent of DaHui Lawyers</a>
99.1 <sup>#</sup>	<a href="#">Form of Proxy Card.</a>
99.2 <sup>#</sup>	<a href="#">Consent of Cheng Yin Pan (Ben) to be named as a director.</a>
99.3 <sup>#</sup>	<a href="#">Representation under Item 8.A.4 of Form 20-F</a>
99.4 <sup>#</sup>	<a href="#">Consent of Cui Zhanfeng to be named as a director.</a>
99.5 <sup>#</sup>	<a href="#">Consent of Woo Ian Ying to be named as a director.</a>
99.6 <sup>#</sup>	<a href="#">Consent of Chiu Wing Kwan (Winnie) to be named as a director.</a>
107 <sup>#</sup>	<a href="#">Filing fee table.</a>

# Previously filed.

† Pursuant to Item 601(b)(10) of Regulation S-K, portions of this exhibit have been omitted as the registrant has determined that the omitted information (1) is not material and (2) would likely cause competitive harm to the registrant if publicly disclosed.

## Item 22. Undertakings

The undersigned registrant hereby undertakes:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:
  - i. To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;
  - ii. To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was

registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement.

- iii. To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.
- (2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- (4) To file a post-effective amendment to the registration statement to include any financial statements required by Item 8.A of Form 20-F at the start of any delayed offering or throughout a continuous offering.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and shall be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes as follows: that prior to any public reoffering of the securities registered hereunder through use of a prospectus which is a part of this registration statement, by any person or party who is deemed to be an underwriter within the meaning of Rule 145(c), the issuer undertakes that such reoffering prospectus shall contain the information called for by the applicable registration form with respect to reofferings by persons who may be deemed underwriters, in addition to the information called for by the other items of the applicable form.

The registrant undertakes that every prospectus: (1) that is filed pursuant to the immediately preceding paragraph, or (2) that purports to meet the requirements of Section 10(a)(3) of the Act and is used in connection with an offering of securities subject to Rule 415, shall be filed as a part of an amendment to the registration statement and shall not be used until such amendment is effective, and that, for purposes of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

The undersigned registrant hereby undertakes to respond to requests for information that is incorporated by reference into the prospectus pursuant to Item 4, 10(b), 11, or 13 of this form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

The undersigned registrant hereby undertakes to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in Hong Kong, on April 6, 2022.

**Prenetics Global Limited**

By: /s/ Danny Sheng Wu Yeung

Name: Danny Sheng Wu Yeung

Title: Director

**POWER OF ATTORNEY**

Pursuant to the requirements of the Securities Act, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Danny Sheng Wu Yeung</u> Danny Sheng Wu Yeung	Director	April 6, 2022



**AUTHORIZED REPRESENTATIVE**

Pursuant to the requirement of the Securities Act of 1933, the undersigned, solely in his capacity as the duly authorized representative of Prenetics Group Limited, has signed this registration statement in the City of New York, New York, on April 6, 2022.

Authorized U.S. Representative

**Cogency Global Inc.**

By: /s/ Collen A. De Vries

Name: Collen A. De Vries

Title: Senior Vice President

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
 ONE MANHATTAN WEST  
 NEW YORK, NY 10001

TEL: (212) 735-3000  
 FAX: (212) 735-2000  
 www.skadden.com

## FIRM/AFFILIATE OFFICES

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 CHICAGO  
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 WASHINGTON, D.C.  
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 MUNICH  
 PARIS  
 SÃO PAULO  
 SEOUL  
 SHANGHAI  
 SINGAPORE  
 TOKYO  
 TORONTO

April 6, 2022

Prenetics Global Limited  
 Unit 701-706, K11 Atelier King's Road  
 728 King's Road, Quarry Bay  
 Hong Kong

Re: Prenetics Global Limited  
Registration Statement on Form F-4

Ladies and Gentlemen:

We have acted as special United States counsel to Prenetics Global Limited, an exempted company limited by shares incorporated under the laws of the Cayman Islands (the "Company") in connection with the Registration Statement (as defined below), relating to, among other things, the merger of Artisan Acquisition Corp., an exempted company limited by shares incorporated under the laws of the Cayman Islands ("Artisan"), with and into AAC Merger Limited, an exempted company limited by shares incorporated under the laws of the Cayman Islands and a direct wholly owned subsidiary of the Company ("Artisan Merger Sub"), with Artisan Merger Sub continuing as the surviving entity (the "Initial Merger"), pursuant to the terms of the Business Combination Agreement, dated as of September 15, 2021 (as amended by an Amendment to Business Combination Agreement dated as of March 30, 2022 and as may be further amended, supplemented, or otherwise modified from time to time, the "Business Combination Agreement"), by and among the Company, Artisan, Artisan Merger Sub, PGL Merger Limited, an exempted company limited by shares incorporated under the laws of the Cayman Islands and a direct wholly owned subsidiary of the Company, and Prenetics Group Limited, an exempted company limited by shares incorporated under the laws of the Cayman Islands.

Pursuant to Section 2.2(h)(iii) of the Business Combination Agreement, at the effective time of the Initial Merger (the "Initial Merger Effective Time"), each warrant issued by Artisan (the "Artisan Warrant") to acquire one Class A ordinary share of Artisan, par value \$0.0001 per share (the "Artisan Class A Ordinary Share"), outstanding immediately prior to the Initial Merger Effective Time, will cease to be a warrant with respect to Artisan Class A Ordinary Shares and be assumed by the Company and converted into a warrant (the "Company Warrant") to purchase such number of Class A ordinary share of the Company, par value \$0.0001 per share (the "Company Class A Ordinary Share"), equal to the Class A Exchange Ratio (as defined under the Business Combination Agreement).

This opinion is being furnished in accordance with the requirements of Item 601(b)(5) of Regulation S-K of the General Rules and Regulations (the "Rules and Regulations") under the Securities Act of 1933 (the "Securities Act").

In rendering the opinions stated herein, we have examined and relied upon the following:

- (a) The Registration Statement on Form F-4 (File No. 333-260928) of the Company relating to (i) up to 131,212,910 Company Class A Ordinary Shares, and (ii) 11,311,390 Company Warrants (collectively, the “Securities”) to be issued as a result of the business combination described therein (the “Business Combination”), filed with the Securities and Exchange Commission (the “Commission”) on November 9, 2021 under the Securities Act and Pre-Effective Amendments No. 1 through No. 8 thereto (such registration statement, as so amended, being hereinafter referred to as the “Registration Statement”);
- (b) the Business Combination Agreement;
- (c) the form of the Plan of Merger between Artisan Merger Sub and Artisan (the “Form Plan of Initial Merger”) attached as Exhibit F to the Business Combination Agreement;
- (d) the Warrant Agreement, dated May 13, 2021, by and between Artisan and Continental Stock Transfer & Trust Company (“CST”) (as subsequently assigned by Artisan to the Company by the Assignment, Assumption and Amendment Agreement, dated as of September 15, 2021, by and among Artisan, the Company, and CST (the “Assignment Agreement”) (as assigned, the “Warrant Agreement”); and
- (e) a specimen Warrant Certificate (the “Warrant Certificate”) in the form of Exhibit 4.2 to the Registration Statement.

We have also examined originals or copies, certified or otherwise identified to our satisfaction, of such records of the Company and such agreements, certificates and receipts of public officials, certificates of officers or other representatives of the Company and others, and such other documents as we have deemed necessary or appropriate as a basis for the opinions stated below.

In our examination, we have assumed the genuineness of all signatures, including electronic signatures, the legal capacity and competency of all natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as facsimile, electronic, certified or photocopied copies, and the authenticity of the originals of such copies. As to any facts relevant to the opinions stated herein that we did not independently establish or verify, we have relied upon statements and representations of officers and other representatives of the Company and others and of public officials, including the factual representations and warranties contained in the Transaction Documents.

We do not express any opinion with respect to the laws of any jurisdiction other than the laws of the State of New York.

The Warrant Agreement, the Assignment Agreement and the Warrant Certificate are referred to herein collectively as the “Transaction Documents”.

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The opinion stated below assumes that all of the following (collectively, the “general conditions”) will have occurred prior to the issuance of the Company Warrants: (i) the Registration Statement, as finally amended (including all necessary post-effective amendments), will have become effective under the Securities Act; (ii) the Transaction Documents will have been duly authorized, executed and delivered by the Company and the other parties thereto; (iii) the transactions contemplated by the Business Combination Agreement to be consummated pursuant to the Business Combination Agreement prior to the issuance of the Company Warrants will have been consummated; (iv) all other necessary action will have been taken under the applicable laws of the Cayman Islands to authorize, approve and permit the Initial Merger, and any and all consents, approvals and authorizations from applicable Cayman Islands and other governmental and regulatory authorities required to authorize and permit the Initial Merger will have been obtained; (v) the Board of Directors of the Company, including any duly authorized committee thereof, will have taken all necessary corporate action to approve the issuance and sale of the Securities and related matters and appropriate officers of the Company have taken all related action as directed by or under the direction of the Board of Directors of the Company; (vi) the plan of merger between Artisan Merger Sub and Artisan to be filed in connection with the Initial Merger (the “Plan of Initial Merger”) is in the same form as the Form Plan of Initial Merger, and will be duly filed with the applicable Cayman Islands governmental and regulatory authorities in accordance with the applicable laws of the Cayman Islands; and (vii) the terms of the Transaction Documents and the issuance of the Securities will have been duly established in conformity with the memorandum and articles of association of the Company so as not to violate any applicable law or the amended and restated memorandum and articles of association of the Company to be adopted at the Initial Merger (the “Company Articles”), or result in a default under or breach of any agreement or instrument binding upon the Company, and so as to comply with any requirement or restriction imposed by any court or governmental body having jurisdiction over the Company.

Based upon the foregoing and subject to the qualifications and assumptions stated herein, we are of the opinion that when (i) the general conditions have been satisfied, (ii) the Artisan Warrants have ceased to be warrants with respect to the Artisan Class A Ordinary Shares at the Initial Merger Effective Time in accordance with the terms of the Business Combination Agreement; (iii) the Assignment Agreement has been duly authorized, executed and delivered by each party thereto; and (iv) the Warrant Certificates have been duly executed, delivered and countersigned in accordance with the provisions of the Warrant Agreement, the Company Warrants, when issued and distributed in accordance with the terms of the Warrant Agreement, the Business Combination Agreement and the Plan of Initial Merger, will constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their terms under the laws of the State of New York.

The opinions stated herein are subject to the following qualifications:

(a) we do not express any opinion with respect to the effect on the opinions stated herein of any bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer, preference and other similar laws or governmental orders affecting creditors’ rights generally, and the opinions stated herein are limited by such laws and orders and by general principles of equity (regardless of whether enforcement is sought in equity or at law);

(b) we do not express any opinion with respect to any law, rule or regulation that is applicable to any party to any of the Transaction Documents or the transactions contemplated thereby solely because such law, rule or regulation is part of a regulatory regime applicable to any such party or any of its affiliates as a result of the specific assets or business operations of such party or such affiliates;

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(c) we do not express any opinion with respect to the enforceability of any provision contained in any Transaction Document relating to any indemnification, contribution, non-reliance, exculpation, release, limitation or exclusion of remedies, waiver or other provisions having similar effect that may be contrary to public policy or violative of federal or state securities laws, rules or regulations, or to the extent any such provision purports to, or has the effect of, waiving or altering any statute of limitations;

(d) we call to your attention that irrespective of the agreement of the parties to the Warrant Agreement, a court may decline to hear a case on grounds of forum non conveniens or other doctrine limiting the availability of such court as a forum for resolution of disputes; in addition, we call to your attention that we do not express any opinion with respect to the subject matter jurisdiction of the federal courts of the United States of America in any action arising out of or relating to any Transaction Document;

(e) except to the extent expressly stated in the opinion contained herein, we have assumed that each of the Transaction Documents constitutes the valid and binding obligation of each party to such Transaction Document, enforceable against such party in accordance with its terms; and have also assumed the due authorization by all requisite action, corporate or other, and the execution and delivery by CST of the Warrant Agreement and that the Warrant Agreement constitutes the valid and binding obligation of CST, enforceable against CST in accordance with its terms;

(f) we have assumed that the choice of New York law to govern the Transaction Documents is a valid and legal provision; and

(g) we call to your attention that the opinions stated herein are subject to possible judicial action giving effect to governmental actions or laws of jurisdictions other than those with respect to which we express our opinion; and

(h) to the extent that any opinion relates to the enforceability of the choice of New York law and choice of New York forum provisions contained in any Transaction Document, the opinions stated herein are subject to the qualification that such enforceability may be subject to, in each case, (i) the exceptions and limitations in New York General Obligations Law sections 5-1401 and 5-1402 and (ii) principles of comity and constitutionality;

In addition, in rendering the foregoing opinions we have assumed that:

(a) the Company (i) is, and as of September 15, 2021 was, duly incorporated and is validly existing and in good standing, (ii) has and as of September 15, 2021, had requisite legal status and legal capacity under the laws of the jurisdiction of its organization and (iii) has complied and will comply with all aspects of the laws of the jurisdiction of its organization in connection with the transactions contemplated by, and the performance of its obligations under, the Transaction Documents;

(b) the Company has, and as of September 15, 2021, had the corporate power and authority to execute, deliver and perform all its obligations under each of the Transaction Documents;

(c) each of the Transaction Documents has been duly authorized, executed and delivered by all requisite corporate action on the part of the Company;

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(d) none of (i) the execution and delivery by the Company of the Transaction Documents, (ii) the performance by the Company of its obligations under each of the Transaction Documents or (iii) consummation of the Business Combination: (a) conflicts or will conflict with the Company Articles or any other comparable organizational document of the Company, (b) constitutes or will constitute a violation of, or a default under, any lease, indenture, agreement or other instrument to which the Company or its property is subject, (c) contravenes or will contravene any order or decree of any governmental authority to which the Company or its property is subject, or (d) violates or will violate any law, rule or regulation to which the Company or its property is subject;

(e) none of (i) the execution and delivery by the Company of the Transaction Documents, (ii) the enforceability of each of the Transaction Documents against the Company or (iii) consummation of the Business Combination, requires or will require the consent, approval, licensing or authorization of, or any filing, recording or registration with, any governmental authority under any law, rule or regulation of any jurisdiction.

We hereby consent to the reference to our firm under the heading “Legal Matters” in the prospectus forming part of the Registration Statement. We also hereby consent to the filing of this opinion with the Commission as an exhibit to the Registration Statement. In giving this consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the Rules and Regulations. This opinion is expressed as of the date hereof unless otherwise expressly stated, and we disclaim any undertaking to advise you of any subsequent changes in the facts stated or assumed herein or of any subsequent changes in applicable laws.

Very truly yours,

/s/ Skadden, Arps, Slate, Meagher & Flom LLP

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