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

Form 6-K

REPORT OF FOREIGN PRIVATE ISSUER PURSUANT TO RULE 13a-16 OR 15d-16
UNDER THE SECURITIES EXCHANGE ACT OF 1934

For the month of May 2026

Commission File Number: 001-42013

SUPERX AI TECHNOLOGY LIMITED
(Registrant's name)

30 Pasir Panjang Road
#06-31, Mapletree Business City
Singapore 117440
(Address of principal executive office)

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F.

Form 20-F Form 40-F

INFORMATION CONTAINED IN THIS REPORT

Sale of OPS Interior Design Consultant Limited

On May 4, 2026, SuperX AI Technology Limited (“SuperX” or the “Company”) entered into a Sale and Purchase Agreement (the “Agreement”) with (i) Mr. Yip Sai Kit, Dicky, Mr. Chan Yuk Ki Francis, and Ms. So Siu Lai (collectively, the “Purchasers”) and (ii) OPS Interior Design Consultant Limited (“OPS”), a Hong Kong incorporated wholly owned subsidiary of the Company and its legacy business, pursuant to which the Company agreed to sell, and the Purchasers agreed to purchase, 100% of the issued share capital (the “Sale Shares”) of OPS. The Agreement was approved by the Company’s board of directors on April 30, 2026. Each of the Purchasers is a director and founder of OPS.

The total consideration for the Sale Shares is HKD 18,764,649 (approximately US\$2,395,453) (the “Consideration”). The Consideration was satisfied in full at Completion through the assumption by the Purchasers, jointly and severally, of an intercompany payable owing by the Company to OPS in the same aggregate amount, with such assumption being set off against the Purchasers’ obligation to pay the Consideration to the Company. The Company was released and discharged from such intercompany payable upon Completion. The Purchasers are jointly and severally liable for any portion of the Consideration not otherwise satisfied at Completion.

The Sale Shares are being transferred to the Purchasers in approximately equal proportions. All of OPS’s existing contracts, assets, employees and liabilities will remain with OPS following completion. The Agreement contains customary representations and warranties for a transaction of this nature, together with a mutual release of pre-completion claims among the Company, the Purchasers and OPS effective upon completion. The Agreement is governed by the laws of Hong Kong.

Completion of the transaction occurred on May 7, 2026. As a result of the disposal, OPS ceased to be a subsidiary of the Company, and the Company expects to recognize a gain on disposal in its consolidated financial statements for the period in which completion occurred. The Company does not expect the disposal to have a material adverse effect on its ongoing business, financial condition or results of operations.

Forward-Looking Statements

This Report contains forward-looking statements within the meaning of the “safe harbor” provisions of the Private Securities Litigation Reform Act of 1995 and other Federal securities laws. All statements other than statements of historical facts included in this Report are forward-looking statements. Forward-looking statements include, but are not limited to, express or implied statements regarding expectations, hopes, beliefs, intentions or strategies of the Company regarding the future including, without limitation, express or implied statements regarding: the expected accounting treatment and financial impact of the disposal of OPS, including the gain on disposal expected to be recognized; and the expectation that the disposal will not have a material adverse effect on the Company’s ongoing business, financial condition or results of operations. Forward-looking statements are neither historical facts nor assurances of future performance. Instead, they are based only on the Company’s current beliefs, expectations and assumptions regarding the future of its business, future plans and strategies, projections, anticipated events and trends, the economy and other future conditions. Because forward-looking statements relate to the future, they are subject to inherent uncertainties, risks and changes in circumstances that are difficult to predict and many of which are outside of the Company’s control. You can identify forward-looking statements by those that are not historical in nature, particularly those that use terminology such as “may,” “should,” “expects,” “anticipates,” “contemplates,” “estimates,” “believes,” “plans,” “projected,” “predicts,” “potential,” or “hopes” or the negative of these or similar terms. Forward-looking statements are based on current expectations and assumptions that, while considered reasonable, are inherently uncertain. New risks and uncertainties may emerge from time to time, and it is not possible to predict all risks and uncertainties. The Company’s actual results may differ materially from those indicated in the forward-looking statements. Therefore, you should not rely on any of these forward-looking statements. Important factors that could cause our actual results to differ materially from those indicated in the forward-looking statements include the risks and uncertainties described in the Company’s annual report on Form 20-F for the year ended June 30, 2025, filed with the U.S. Securities and Exchange Commission (the “Commission”) on October 31, 2025, and the Company’s other filings with the Commission. Except as required by law, the Company undertakes no obligation to publicly update any forward-looking statement, whether written or oral, that may be made from time to time, whether as a result of new information, future developments or otherwise.

EXHIBIT INDEX

Exhibit No.	Description
10.1	Sale and Purchase Agreement, dated May 4, 2026, by and among the Company, the Purchasers and OPS.

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, thereunto duly authorized.

Date: May 8, 2026

SuperX AI Technology Limited

By: /s/ Yu Chun Kit

Name: Yu Chun Kit

Title: Executive Director

SALE AND PURCHASE AGREEMENT

(100% of the issued shares of OPS Interior Design Consultant Limited)

This Sale and Purchase Agreement (this “**Agreement**”) is made on this 4th day of May 2026

BETWEEN

- (1) **SUPERX AI TECHNOLOGY LIMITED**, a company incorporated under the laws of the British Virgin Islands with company number 2073647 and its registered office at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (“**Seller**”); and
- (2) the following individuals (collectively, the “**Buyers**”, and each a “**Buyer**”):
 - (i) **YIP SAI KIT, DICKY**;
 - (ii) **CHAN YUK KI FRANCIS**; and
 - (iii) **SO SIU LAI**.
- (3) **OPS INTERIOR DESIGN CONSULTANT LIMITED**, a company incorporated in Hong Kong with business registration number 58670792 (“**Company**”).

The Seller, the Buyers and the Company are each referred to as a “**Party**” and together as the “**Parties**”.

RECITALS

- (A) The Seller is the legal and beneficial owner of 1,000,000 ordinary shares (the “**Sale Shares**”), representing 100% of the issued share capital of the Company.
- (B) Each of the Buyers is a director and founder of the Company. The Buyers wish to acquire, and the Seller wishes to dispose of, the Sale Shares on the terms of this Agreement.
- (C) The Parties have agreed the aggregate consideration for the Sale Shares to be HKD 18,764,649, on the terms and conditions set out in this Agreement.

NOW IT IS AGREED**1. INTERPRETATION**

1.1 In this Agreement, unless the context otherwise requires:

- (a) “**Business Day**” means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general business in Hong Kong;
 - (b) “**Completion**” means completion of the sale and purchase of the Sale Shares in accordance with Clause 4;
 - (c) “**Completion Date**” means May 7, 2026, or such other date as the Parties may agree in writing;
-

- (d) “**Consideration**” has the meaning given in Clause 3.1;
- (e) “**Encumbrance**” means any mortgage, charge, pledge, lien, option, right of first refusal, right of pre-emption, third-party right or interest, or any other security interest or encumbrance of any kind; and
- (f) “**HKD**” means Hong Kong dollars, the lawful currency of Hong Kong.

1.2 References to clauses are to clauses of this Agreement. Headings are for convenience only and do not affect interpretation.

2. SALE AND PURCHASE

- 2.1 Subject to the terms of this Agreement, the Seller agrees to sell, and the Buyers agree to purchase, the Sale Shares free from all Encumbrances and together with all rights attaching to them as at the Completion Date.
- 2.2 The Sale Shares shall be transferred to the Buyers in the following proportions:
 - (a) **Yip Sai Kit, Dicky** — 333,334 shares;
 - (b) **Chan Yuk Ki Francis** — 333,333 shares; and
 - (c) **So Siu Lai** — 333,333 shares.
- 2.3 The Buyers acknowledge and agree that they are acquiring the Company on an “**as-is, where-is**” basis, including all contracts, assets, employees and liabilities of the Company existing as at the Completion Date, all of which shall remain with the Company following Completion. The Seller makes no representation or warranty as to the Company’s business, assets or liabilities other than as expressly set out in Clause 5.
- 2.4 The Parties confirm that there is no intellectual property of the Seller or any of its affiliates (other than the Company itself) that is used in or required for the business of the Company, and no intellectual property is being transferred separately under this Agreement.
- 2.5 **No Use of Seller’s Name or Marks.** From and after Completion, the Buyers shall procure that the Company shall not use, register, or apply to register any name, trade mark, logo, domain name or branding which contains, incorporates or is confusingly similar to “SuperX”, “SUPX”, or any other name, mark or branding of the Seller or any of its affiliates, and shall promptly take all steps reasonably required by the Seller to remove any such references from the Company’s records, marketing materials, websites and corporate communications.

3. CONSIDERATION

- 3.1 The total consideration for the Sale Shares is **HKD 18,764,649** (the “**Consideration**”).
- 3.2 As at the date of this Agreement, the Seller is liable to the Company in respect of an aggregate intercompany amount of HKD 18,764,649 (the “**Intercompany Payable**”). The Buyers shall, jointly and severally, be liable to the Seller for the Consideration in respect of the Sale Shares. The Consideration shall be satisfied in full at Completion as follows: (a) the Buyers shall, jointly and severally, assume the Intercompany Payable as primary obligor in the place of the Seller, and from and after Completion shall be liable to the Company for the Intercompany Payable as if the Buyers had been the original obligor thereof; (b) the Company hereby consents to the assumption referred to in paragraph (a) and, with effect from Completion, releases and discharges the Seller from all obligations and liabilities in respect of the Intercompany Payable; and (c) the Buyers’ assumption of, and primary liability for, the Intercompany Payable as contemplated by paragraphs (a) and (b) shall, by way of set-off against the Buyers’ liability for the Consideration, constitute full and final satisfaction of the Consideration, and the Buyers shall have no further liability to the Seller for the Consideration in respect of the Sale Shares.
- 3.3 The Buyers shall be jointly and severally liable for any portion of the Consideration not otherwise satisfied at or before Completion.

4. COMPLETION

4.1 Completion shall take place on the Completion Date remotely by exchange of executed documents in electronic form, or at such other place and time as the Parties may agree.

4.2 At Completion, the Seller shall deliver (or procure delivery) to the Buyers of:

- (a) duly executed instruments of transfer and bought and sold notes in respect of the Sale Shares;
- (b) the original share certificate(s) for the Sale Shares (or an indemnity for any lost certificate);
- (c) written resignations of any directors or company secretary of the Company nominated by the Seller, effective on Completion;
- (d) a certified copy of the Seller's board resolutions approving the entry into and performance of this Agreement and the transfer of the Sale Shares;
- (e) the statutory registers, common seal (if any) and corporate records of the Company.

4.3 At Completion, the Buyers shall deliver to the Seller:

- (a) the duly executed instruments of transfer and bought and sold notes countersigned by the Buyers;
- (b) a certified copy of the board resolutions of the Company approving the registration of the transfer of the Sale Shares and appointing any new directors or company secretary nominated by the Buyers; and
- (c) a counterpart of this Agreement duly executed by each Buyer.

5. WARRANTIES

5.1 The Seller warrants to the Buyers, as at the date of this Agreement and at Completion, that:

- (a) the Seller is the sole legal and beneficial owner of the Sale Shares;
- (b) the Sale Shares are fully paid and free from Encumbrances;
- (c) the Seller has full power and authority to enter into and perform this Agreement; and
- (d) this Agreement constitutes valid and binding obligations of the Seller, enforceable in accordance with its terms.

5.2 Each Buyer jointly and severally warrants to the Seller, as at the date of this Agreement and at Completion, that:

- (a) such Buyer has full power and authority to enter into and perform this Agreement;

- (b) this Agreement constitutes valid and binding obligations of such Buyer; and
 - (c) such Buyer has all necessary information regarding the Company by virtue of his position as a director and founder of the Company, and is not relying on any representation or warranty of the Seller other than those expressly set out in Clause 5.1.
- 5.3 Save for the warranties expressly set out in Clause 5.1, all warranties, representations and conditions implied by statute, common law or otherwise are excluded to the maximum extent permitted by law.

5.4 **Limitation of Seller's Liability.** Notwithstanding any other provision of this Agreement: (a) the maximum aggregate liability of the Seller under or in connection with this Agreement (including for any breach of warranty under Clause 5.1) shall not exceed the Consideration; (b) no claim shall be brought against the Seller under this Agreement unless written notice of the claim, with reasonable particulars, is given to the Seller within twelve (12) months after the Completion Date; (c) the Seller shall have no liability for any individual claim where the amount of liability does not exceed HKD 80,000, and no liability in aggregate unless and until the aggregate liability exceeds HKD 400,000 (in which case the Seller shall be liable for the full amount and not only the excess); (d) the Seller shall have no liability for any loss to the extent it is contingent, indirect, consequential or relates to loss of profits, loss of opportunity or loss of goodwill; and (e) the Buyers shall not be entitled to recover more than once in respect of the same loss.

6. MUTUAL RELEASE

6.1 With effect from Completion, and save in respect of the Parties' obligations under this Agreement:

- (a) the Seller releases the Company and each Buyer from all claims, demands and liabilities (whether known or unknown, present or future) which the Seller has or may have against the Company or any Buyer arising on or before Completion; and
 - (b) each Buyer releases, and shall procure that the Company releases, the Seller and its affiliates from all claims, demands and liabilities (whether known or unknown, present or future) which the Company or such Buyer has or may have against the Seller or its affiliates arising on or before Completion; and
 - (c) the Company releases the Seller and its affiliates from all claims, demands and liabilities (whether known or unknown, present or future) which the Company has or may have against the Seller or its affiliates arising on or before Completion (including, for the avoidance of doubt, the Intercompany Payable, in respect of which the Seller is released and discharged as provided in Clause 3.2(b)).
- 6.2 **Buyers' Indemnity.** Each Buyer shall, jointly and severally, indemnify and hold harmless the Seller and its affiliates from and against any and all losses, claims, demands, liabilities, damages, costs and expenses (including reasonable legal fees) suffered or incurred by the Seller or any of its affiliates arising from or in connection with any claim, demand or proceeding asserted by the Company (or any successor of the Company) against the Seller or any of its affiliates in respect of any matter arising on or before Completion, notwithstanding the release in Clause 6.1(b).

7. COSTS AND STAMP DUTY

7.1 Each Party shall bear its own legal and professional costs in connection with this Agreement.

7.2 Any Hong Kong stamp duty payable on the transfer of the Sale Shares shall be borne equally by the Seller and the Buyers.

8. FURTHER ASSURANCE

8.1 Each Party shall execute such further documents and do such further acts as the other Party may reasonably require to give full effect to this Agreement.

9. CONFIDENTIALITY

9.1 Each Party shall keep the existence and terms of this Agreement and all information relating to the transactions contemplated by it confidential, except for disclosure (i) to its professional advisers on a need-to-know basis, (ii) as required by law, regulation, stock exchange rule or order of a competent authority, or (iii) with the prior written consent of the other Parties.

10. GENERAL

10.1 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties relating to its subject matter and supersedes all prior agreements and understandings, whether written or oral.

10.2 **Variation.** No variation of this Agreement is effective unless in writing and signed by each Party.

10.3 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which is an original and which together constitute one and the same agreement. Delivery by email of an executed counterpart in PDF format constitutes effective delivery.

10.4 **Third Party Rights.** A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce any term of this Agreement.

10.5 **Governing Law and Jurisdiction.** This Agreement and any dispute or claim arising out of or in connection with it are governed by the laws of Hong Kong. The Parties submit to the exclusive jurisdiction of the courts of Hong Kong.

EXECUTION

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

SUPERX AI TECHNOLOGY LIMITED

/s/ Yu Chun Kit

Name: Yu Chun Kit

Title: Executive Director

BUYERS

/s/ Yip Sai Kit, Dicky

Yip Sai Kit, Dicky

HKID:

/s/ Chan Yuk Ki Francis

Chan Yuk Ki Francis

HKID:

/s/ So Siu Lai

So Siu Lai

HKID:

OPS INTERIOR DESIGN CONSULTANT LIMITED

Name:

Title: Director