
**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 September 2026

Commission File Number: 001-42551

SAGTEC GLOBAL LIMITED
(Registrant's Name)

**Lot 6-2, Level 9, Equatorial Plaza,
Jalan Sultan Ismail, 50250 Kuala Lumpur, Malaysia**
(Address of Principal Executive Offices)

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

Form 20-F ☒ Form 40-F ☐

Private Placement

On September 4, 2026, Sagtec Global Limited (the “Company”) entered into a definitive private subscription agreement (the “Subscription Agreement”) with HRH Prince Hassan of Pahang (the “Subscriber”), pursuant to which the Subscriber agreed to purchase 850,000 Class A ordinary shares of the Company (the “Shares”) at a purchase price of US\$0.65 per Share, for aggregate consideration of US\$552,500.

The closing of the private placement is subject to customary closing conditions, including approval by the Company’s board of directors and compliance with applicable securities laws and Nasdaq requirements. At the closing, the Company will issue and allot the Shares to the Subscriber and record the Subscriber as the holder of the Shares in the Company’s register of members.

Under the Subscription Agreement, the Subscriber is required to pay the aggregate subscription amount in full within six months following the issuance date. The payment obligation is absolute, unconditional and binding and will not accrue interest before the payment due date. The Subscriber may pay all or any portion of the subscription amount before the payment due date without penalty.

If the Subscriber fails to pay any outstanding portion of the subscription amount by the payment due date, the Company may provide written notice requiring payment within 14 days after receipt of the notice. If the default is not cured within that period, the Company may exercise the remedies available under the Subscription Agreement, the Company’s memorandum and articles of association and applicable law, including recovery of the unpaid amount and, to the extent legally permissible, forfeiture or cancellation of the Shares.

The Company intends to use the proceeds from the private placement for working capital, general corporate purposes, operational expenditures, strategic initiatives, business expansion and other lawful purposes determined by its board of directors.

The Shares will be issued in a transaction exempt from registration under the Securities Act of 1933, as amended (the “Securities Act”), and will constitute “restricted securities” within the meaning of Rule 144 under the Securities Act. The Shares may not be offered, sold, pledged or otherwise transferred absent registration under the Securities Act or an applicable exemption from registration.

The Subscription Agreement is governed by the laws of the State of New York.

The foregoing description of the Subscription Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Subscription Agreement, a copy of which is furnished as Exhibit 10.1 to this Report on Form 6-K and incorporated herein by reference. A copy of the press release is furnished as Exhibit 99.2 to this report on Form 6-K.

EXHIBITS

Exhibit 99.1 [Definitive Private Subscription Agreement, dated September 4, 2026, between the Company and HRH Prince Hassan of Pahang](#)

Exhibit 99.2 [Press Release dated September 18, 2026, titled “Sagtec Global Completes Strategic Private Placement with His Royal Highness the Crown Prince Hassan of Pahang, Malaysia”.](#)

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.

SAGTEC GLOBAL LIMITED

By: /s/ Ng Chen Lok

Name: Ng Chen Lok

Title: Chairman, Chief Executive Officer and Executive
Director

Date: September 18, 2026

DEFINITIVE PRIVATE SUBSCRIPTION AGREEMENT

Private Placement of Class A Ordinary Shares of Sagtec Global Limited

This Definitive Private Subscription Agreement (this “Agreement”) is entered into as of September 04, 2026 (the “Effective Date”), by and between:

Sagtec Global Limited (BVI Company No: 2135152), a company incorporated in the British Virgin Islands (the “Company”),
and

HRH Prince Hassanah of Pahang, an individual residing at Istana Abdulaziz, 25299 Kuantan, Pahang, Malaysia (the “Subscriber”).

The Company and the Subscriber are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, the Company desires to issue and sell to the Subscriber, and the Subscriber desires to purchase from the Company, certain Class A Ordinary Shares of the Company upon the terms and conditions set forth herein;

WHEREAS, the Subscriber is **His Royal Highness Tengku Hassanah Ibrahim Alam Shah Ibni Al-Sultan Abdullah**, a member of the Royal Family of the State of Pahang, Malaysia, and desires to make a strategic long-term investment in the Company;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

ARTICLE I: SUBSCRIPTION AND ISSUANCE OF SHARES

Section 1.1 Subscription

Subject to the terms and conditions of this Agreement, the Subscriber hereby agrees to purchase from the Company, and the Company agrees to issue and sell to the Subscriber:

850,000 Class A Ordinary Shares of the Company (the “Shares”).

Section 1.2 Purchase Price and Deferred Payment

The purchase price shall be US\$0.65 per Share, resulting in an aggregate subscription amount of US\$552,500 (the “Subscription Amount”). The purchase price was mutually agreed by the Parties following commercial negotiations.

The Subscriber shall pay the Subscription Amount in full within six (6) months after the Issuance Date (the “Payment Due Date”). Payment shall be made by wire transfer of immediately available funds to the bank account designated in writing by the Company or by such other method as the Parties may agree in writing. The Subscriber may pay all or any part of the Subscription Amount before the Payment Due Date without penalty.

The Subscriber’s obligation to pay the Subscription Amount is absolute, unconditional and binding and constitutes a written obligation to contribute money to the Company as consideration for the issuance of the Shares. The Subscription Amount shall not bear interest before the Payment Due Date.

Section 1.3 Nature and Ranking of Shares

The Shares shall constitute newly issued Class A Ordinary Shares of the Company and, subject to the terms of this Agreement, the Company’s Memorandum and Articles of Association and applicable law, shall rank *pari passu* in all respects with the Company’s existing Class A Ordinary Shares.

ARTICLE II: CLOSING

Section 2.1 Closing Date

The closing of the transactions contemplated by this Agreement (the “Closing”) shall occur on such date as may be mutually agreed by the Parties following the satisfaction or waiver, to the extent legally permissible, of the conditions set forth in Section 2.2 (the “Closing Date”).

At Closing, the Company shall issue and allot the Shares to the Subscriber notwithstanding that the Subscription Amount will be paid after Closing in accordance with Section 1.2. The date on which the Shares are entered in the Company’s register of members in the name of the Subscriber shall be the “Issuance Date” for purposes of this Agreement.

Section 2.2 Closing Conditions

The obligations of the Parties to consummate the Closing shall be subject to:

- (a) execution and delivery of this Agreement by each Party;
- (b) approval of the transaction and the terms of issuance by the Board of Directors of the Company;
- (c) delivery by the Subscriber of the binding payment undertaking contained in Section 1.2;
- (d) compliance with applicable securities laws;

- (e) compliance with applicable Nasdaq requirements, if any; and
- (f) the absence of any governmental order or legal prohibition preventing consummation of the transaction.

Section 2.3 Closing Deliveries

At Closing:

- (a) the Subscriber shall deliver an executed counterpart of this Agreement;
- (b) the Company shall issue and allot the Shares to the Subscriber;
- (c) the Company shall update its register of members and instruct its transfer agent to record the issuance of the Shares in the name of the Subscriber;
- (d) the Company shall deliver written confirmation of the issuance of the Shares to the Subscriber; and
- (e) each Party shall execute and deliver such additional documents as may reasonably be required to give effect to the transactions contemplated by this Agreement.

Section 2.4 Failure to Pay

If the Subscriber fails to pay any unpaid portion of the Subscription Amount by the Payment Due Date, the Company may deliver written notice requiring payment within fourteen (14) days after receipt of such notice. If the Subscriber fails to cure the default within that period, the Company may exercise any rights and remedies available under this Agreement, the Company's Memorandum and Articles of Association and applicable law, including recovery of the unpaid amount and, to the extent legally permissible, forfeiture or cancellation of the Shares. No forfeiture or cancellation shall occur except in accordance with the Company's Memorandum and Articles of Association and applicable law.

ARTICLE III: USE OF PROCEEDS

The Company shall use the proceeds received from the issuance of the Shares for working capital, general corporate purposes, operational expenditures, strategic initiatives, business expansion and such other lawful purposes as may be determined by the Company's Board of Directors.

ARTICLE IV: REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to the Subscriber that:

- (a) it is duly incorporated, validly existing and in good standing under the laws of the British Virgin Islands;
- (b) it has full corporate power and authority to execute, deliver and perform this Agreement;
- (c) all corporate action necessary to authorize the execution and delivery of this Agreement and, on or before Closing, the issuance of the Shares has been or will be duly taken;

(d) the Shares have been duly authorized and, when issued against the Subscriber's binding payment obligation under this Agreement, shall be validly issued, subject to the deferred payment terms and any applicable provisions of the Company's Memorandum and Articles of Association;

(e) the execution and performance of this Agreement will not violate the Company's Memorandum and Articles of Association, any material agreement binding upon the Company or any applicable law;

(f) the Company will take such steps as are required for the issuance of the Shares to comply with applicable securities laws and Nasdaq rules; and

(g) this Agreement constitutes a valid and binding obligation of the Company, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization and similar laws affecting creditors' rights generally and general principles of equity.

ARTICLE V: REPRESENTATIONS AND WARRANTIES OF THE SUBSCRIBER

The Subscriber represents and warrants to the Company that:

(a) he has full legal capacity and authority to enter into and perform this Agreement;

(b) he is acquiring the Shares for his own account, solely for investment purposes and not with a present view to, or for resale in connection with, any public distribution in violation of applicable securities laws;

(c) he possesses sufficient financial and business experience to evaluate the merits and risks of the investment;

(d) he has had access to such information concerning the Company as he considers necessary to make an informed investment decision and has had the opportunity to ask questions of the Company;

(e) he understands that the Shares have not been registered under the U.S. Securities Act of 1933, as amended (the "Securities Act"), or applicable state securities laws and may not be offered, sold, pledged or otherwise transferred except pursuant to an effective registration statement or an available exemption from registration;

(f) he will comply with all beneficial ownership and other reporting obligations applicable to him under U.S. securities laws;

(g) he is capable of bearing the economic risk of the investment, including the possible loss of the entire investment;

(h) he is not relying upon any representation or warranty other than those expressly set forth in this Agreement; and

(i) the funds used to pay the Subscription Amount will be derived from lawful sources, and he will provide such information and documentation as the Company may reasonably require to satisfy applicable anti-money laundering, sanctions and know-your-customer requirements.

ARTICLE VI: TRANSFER RESTRICTIONS

The Subscriber acknowledges that:

- (a) the Shares are being issued in a transaction exempt from registration under the Securities Act;
- (b) the Shares constitute restricted securities under Rule 144;

ARTICLE VII: PUBLIC DISCLOSURE

The Parties acknowledge that the Company may be required to publicly disclose the transaction pursuant to applicable securities laws, SEC reporting obligations, stock exchange rules, Form 6-K requirements, or other regulatory requirements.

ARTICLE VIII: GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to conflict of law principles.

ARTICLE X: MISCELLANEOUS

This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, discussions and understandings.

No amendment shall be effective unless in writing and signed by both Parties.

This Agreement may be executed in counterparts, including electronically, each of which shall be deemed an original.

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

Sagtec Global Limited

By: /s/ Ng Chen Lok
Name: Ng Chen Lok
Title: Director
Date: 04.09.2026

Subscriber

By: /s/ HRH Prince Hassanal of Pahang
Name: HRH Prince Hassanal of Pahang
Date: 04.09.2026

**Sagtec Global Completes Strategic Private Placement with His Royal Highness
Prince Hassanal of Pahang, Malaysia**

Strategic investment provides additional non-debt capital to support Sagtec's AI commercialization,
enterprise project execution and regional growth initiatives

KUALA LUMPUR, MALAYSIA, September 18, 2026 (GlobeNewswire) – Sagtec Global Limited (Nasdaq: SAGT) ("Sagtec" or the "Company"), a provider of AI-assisted software solutions, AI technology infrastructure and cloud-based digital solutions, today announced that it has entered into a definitive private subscription agreement with His Royal Highness Tengku Hassanal Ibrahim Alam Shah Ibni Al-Sultan Abdullah ("HRH Prince Hassanal of Pahang, Malaysia") for a strategic private placement with an aggregate subscription amount of US\$552,500.

Pursuant to the subscription agreement, HRH Prince Hassanal of Pahang, Malaysia, agreed to purchase 850,000 Class A ordinary shares of the Company at a subscription price of US\$0.65 per share. The subscription price was mutually agreed upon following commercial negotiations between the parties.

The closing of the private placement is subject to customary closing conditions, including approval by the Company's board of directors and compliance with applicable securities laws and Nasdaq requirements. At closing, the Company will issue the shares to Tengku Hassanal, and the aggregate subscription amount will be payable within six months following the issuance date. The subscriber may pay all or any portion of the subscription amount before the payment due date without penalty.

Strategic Investment in Sagtec's Growth Platform

The private placement provides Sagtec with additional equity capital without increasing the Company's borrowings or creating scheduled interest and principal repayment obligations. The proceeds strengthen the Company's financial flexibility as it continues to commercialize its AI-assisted solutions, execute enterprise technology projects and pursue selected regional growth opportunities.

Management views the investment as a meaningful expression of confidence in Sagtec's business direction, management team, technology capabilities and long-term growth potential. The investment comes as Sagtec continues to expand beyond its established enterprise software and smart-ordering solutions into AI-assisted applications, intelligent automation, data and cloud infrastructure, smart property technologies and industry-specific digital solutions.

Sagtec remains focused on developing a more scalable business model supported by software subscriptions, cloud services, database solutions, maintenance, technical support and managed technology services, alongside higher-value enterprise projects.

Strategic Use of Proceeds

The Company intends to deploy the proceeds from the private placement in a disciplined manner to support the next stage of its business development. Subject to the Company's operational requirements and the approval of its Board of Directors, the proceeds are expected to support:

- The development and commercialization of Sagtec's AI-assisted software solutions and enterprise technology platforms;
-

- The execution and delivery of existing and prospective enterprise technology projects;
- The enhancement of the Company’s cloud, database, server and supporting digital infrastructure;
- Business development, customer acquisition and commercialization activities across Malaysia and other Southeast Asian markets;
- The expansion of technical, commercial and project-management capabilities;
- Working capital and ongoing operational requirements; and
- Complementary strategic initiatives, partnerships and business-expansion opportunities.

The additional capital is expected to allow Sagtec to respond more effectively to commercial opportunities, support larger customer deployments and accelerate the execution of projects capable of generating software, cloud, data and managed technology-services revenue.

“Malaysia has the talent and capabilities to develop technology companies that can compete regionally and internationally. I believe Sagtec has meaningful potential to contribute to this progress through its work in artificial intelligence, enterprise software and digital infrastructure. My investment reflects my confidence in the Company’s direction, management and long-term growth potential,” said HRH Prince Hassanal of Pahang, Malaysia.

“We are deeply honoured to welcome HRH Prince Hassanal of Pahang, Malaysia as a strategic investor in Sagtec,” said Mr. Ng Chen Lok, Chairman and Chief Executive Officer of Sagtec Global Limited. “This investment reflects meaningful confidence in our vision, technology capabilities and long-term business direction. The additional capital strengthens our financial flexibility and will support the continued commercialization of our AI-assisted solutions, enhancement of our technology infrastructure and execution of enterprise projects.”

Mr. Ng continued, “Our priority is to deploy this capital prudently toward initiatives that can generate sustainable revenue, deepen our customer relationships and expand our recurring software and technology-services business. We remain focused on disciplined execution and building long-term value for all shareholders.”

Securities Law Disclosure

The Class A ordinary shares issued pursuant to the private placement have not been registered under the U.S. Securities Act of 1933, as amended (the “Securities Act”), and were issued in reliance on an applicable exemption from registration. The shares constitute restricted securities and may not be offered or sold in the United States absent registration or an applicable exemption from the registration requirements of the Securities Act. This press release does not constitute an offer to sell or a solicitation of an offer to purchase any securities.

About Sagtec Global Limited

Sagtec Global Limited (Nasdaq: SAGT) is a Malaysia-headquartered AI technology company providing AI-assisted software solutions, AI technology infrastructure, enterprise technology platforms and cloud-based digital solutions to businesses across Southeast Asia. The Company develops customizable enterprise software, intelligent data-management platforms and cloud-based technologies that support digital transformation across multiple industries. Its proprietary solutions, including the Speed+ cloud-based smart ordering platform, currently serve more than 12,000 clients. Since its initial public offering in March 2025, Sagtec has expanded its business activities across Malaysia, Southeast Asia and the Middle East. For more information, visit www.sagtec-global.com.

Forward-Looking Statements

This press release contains forward-looking statements within the meaning of applicable securities laws. These statements include, among others, statements regarding the intended use of proceeds, the anticipated benefits of the investment, the Company's growth and expansion strategy, the commercialization of its technology solutions, and its ability to generate recurring revenue and long-term shareholder value. Forward-looking statements are based on current expectations and assumptions and involve risks and uncertainties that may cause actual results to differ materially from those expressed or implied. These risks and uncertainties include prevailing market conditions, the Company's ability to execute its business strategy, regulatory and Nasdaq requirements, and other risks described in the Company's filings with the U.S. Securities and Exchange Commission. Readers are cautioned not to place undue reliance on these forward-looking statements. Except as required by applicable law, the Company undertakes no obligation to update any forward-looking statement to reflect events or circumstances occurring after the date of this press release.

Contact Information

Sagtec Global Limited Contact:
Wan Najwa Enche Khawari
Head of Public Relations & Corporate Affairs
Telephone +6011-6217 3661
Email: info.pr@sagtec-global.com