
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 OF THE
SECURITIES EXCHANGE ACT OF 1934

For the month of September 2026

Commission File Number: 001-42571

INTERCONT (CAYMAN) LIMITED

39 Ocean Drive Singapore
(Address of principal executive offices)

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 FORM 6-K REPORT

Entry into a Termination Agreement

As previously disclosed in Form 6-K, on June 4, 2026, Intercont (Cayman) Limited (the “Company”) entered into a Subscription Agreement for Class B Shares (the “Former Subscription Agreement”) with Beverly Holding Limited (the “Subscriber”), a British Virgin Islands company wholly owned and controlled by Ms. Muchun Zhu, the Company's Chief Executive Officer.

On September 10, 2026, the Company entered into a termination agreement with Subscriber (the “***Termination Agreement***”), pursuant to which, the parties mutually agreed to terminate the transaction as contemplated by the Former Subscription Agreement, effective immediately.

Entry into a New Subscription Agreement

On September 7, 2026, the Company entered into a new subscription agreement for Class B Shares (the “***New Subscription Agreement***”) with the Subscriber. Pursuant to the terms of the New Subscription Agreement, the Subscriber agreed to subscribe for an aggregate of 1,625,000 Class B ordinary shares of the Company at a subscription price of US\$0.40 per share for an aggregate subscription amount of US\$650,000. The Audit Committee of the Board of Directors of the Company reviewed and approved the proposed issuance of the Class B ordinary shares to the Subscriber.

Additional Information

The foregoing descriptions of the Termination Agreement and the New Subscription Agreement do not purport to be complete and are qualified in their entirety by reference to the complete texts of the Termination Agreement and the New Subscription Agreement, copies of which are filed as Exhibits 10.1 and 10.2 hereto, respectively, and incorporated herein by reference.

EXHIBIT INDEX

Exhibit No.	Description
10.1	Termination Agreement
10.2	Subscription Agreement for Class B Shares

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: September 11, 2026

Intercont (Cayman) Limited

By: /s/ Muchun Zhu

Muchun Zhu

Chief Executive Officer

TERMINATION AGREEMENT

This Termination Agreement (this “**Agreement**”) is made and entered into as of September 10, 2026, by and between:

- (1) **Intercont (Cayman) Limited**, an exempted company incorporated in the Cayman Islands, with Nasdaq ticker symbol NCT and CIK 0002018529 (the “**Company**”); and
- (2) **Beverly Holding Limited**, a company incorporated in the British Virgin Islands with registration number 2125827 (the “**Subscriber**”).

The Company and the Subscriber are referred to individually as a “**Party**” and collectively as the “**Parties**”. Capitalised terms used but not defined in this Agreement have the meanings given to them in the Subscription Agreement (as defined below).

RECITALS

A. On or about [June 4, 2026], the Parties entered into a Subscription Agreement for Class B Shares (the “**Subscription Agreement**”), pursuant to which the Subscriber agreed to subscribe for, and the Company agreed to issue and allot to the Subscriber, 650,000 Class B Shares, par value US\$0.0025 per share, at a subscription price of US\$3.00 per share, for an aggregate subscription amount of US\$1,950,000.

B. The Parties acknowledge that, as of the date of this Agreement, the closing under the Subscription Agreement has not occurred and no closing actions have been taken, including: (i) the Subscriber has not paid any portion of the Subscription Amount; (ii) the Company has not issued, allotted or delivered any Subject Shares; (iii) the Subscriber has not been registered as the holder of any Subject Shares in the Company’s register of members; and (iv) no share certificate or other closing document has been issued or delivered.

C. Pursuant to Section 7.2 of the Subscription Agreement, the Subscription Agreement may be terminated by mutual written agreement of the Parties. The Parties desire to terminate the Subscription Agreement in advance and to confirm certain matters relating thereto.

NOW, THEREFORE, the Parties agree as follows:

1. TERMINATION

1.1 Effective as of the date of this Agreement (or such other date as the Parties may agree in writing, the “Termination Date”), the Subscription Agreement is hereby terminated in its entirety and shall be of no further force or effect.

1.2 As of the Termination Date, all rights, obligations and liabilities of the Parties under the Subscription Agreement shall terminate, except for those provisions that are expressly stated to survive, or that by their nature are intended to survive, termination, and except for the rights and obligations of the Parties under this Agreement.

2. CONFIRMATION OF NO CLOSING

The Parties confirm and agree that:

- (a) the Subscriber has not paid any Subscription Amount under the Subscription Agreement;
- (b) the Company has not issued, allotted or delivered any Subject Shares to the Subscriber;
- (c) the Subscriber has not been registered as the holder of any Subject Shares in the Company’s register of members;
- (d) no share certificate, payment receipt or other closing document has been executed or delivered in connection with the Subscription Agreement; and
- (e) there are no outstanding closing obligations or matters to be performed under the Subscription Agreement.

3. MUTUAL RELEASE

3.1 As of the Termination Date, each Party irrevocably releases and forever discharges the other Party from any and all claims, obligations, liabilities, indemnities, costs, damages and causes of action arising out of or in connection with the Subscription Agreement, whether known or unknown, existing or future, at law, in equity, in contract, in tort or otherwise.

3.2 The Parties acknowledge that the termination of the Subscription Agreement does not constitute a breach of the Subscription Agreement by either Party, and neither Party shall be required to pay any penalty, damages, compensation or costs to the other Party as a result of such termination.

3.3 Each Party shall bear its own costs and expenses incurred in connection with the Subscription Agreement and this Agreement.

3.4 This release does not release any claim arising under this Agreement or any claim that cannot be released as a matter of applicable law.

4. FURTHER ACKNOWLEDGEMENTS

4.1 The Parties agree that no further claims shall be made against the other Party or any third party in respect of the transactions contemplated by the Subscription Agreement.

4.2 If the Company has issued or intends to issue any shareholder meeting notice, proxy statement or other materials for the purposes of the Subscription Agreement, the Company may, in its sole discretion, withdraw, revoke or cease to pursue such matters, and the Subscriber shall have no objection thereto.

4.3 No Party admits any liability or wrongdoing by entering into this Agreement.

5. SURVIVAL

The rights and obligations under Sections 3, 5, 6 and 7 of this Agreement shall survive the termination of the Subscription Agreement.

6. GOVERNING LAW AND DISPUTE RESOLUTION

6.1 Governing Law. This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of the Cayman Islands.

6.2 Arbitration. Any dispute, controversy, claim or difference of any kind whatsoever arising out of, relating to, or in connection with this Agreement (including its existence, validity, interpretation, performance, breach or termination) shall be finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("HKIAC") under the HKIAC Administered Arbitration Rules in force at the time of the commencement of the arbitration (the "HKIAC Rules"), which rules are deemed incorporated by reference into this Section.

6.3 Arbitral Tribunal. The arbitration tribunal shall consist of one arbitrator appointed jointly by the Parties. If the Parties fail to agree on the appointment of the sole arbitrator within thirty (30) days after the commencement of arbitration, the arbitrator shall be appointed by HKIAC in accordance with the HKIAC Rules.

6.4 Seat and Language. The seat (legal place) of arbitration shall be Hong Kong. The arbitration proceedings shall be conducted in English.

6.5 Final and Binding. The arbitral award shall be final and binding upon the Parties, and judgment upon the award may be entered in any court having jurisdiction, or application may be made to such court for judicial acceptance of the award and/or an order of enforcement, as the case may be.

6.6 Confidentiality. The Parties shall keep the arbitration proceedings and any related information confidential, except as may be required by law or necessary to enforce any arbitral award.

7. MISCELLANEOUS

7.1 Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, written or oral, with respect thereto.

7.2 Amendments. Any amendment to this Agreement shall be in writing and signed by both Parties.

7.3 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures (including scanned, DocuSign or similar) shall be accepted as original signatures.

7.4 Notices. All notices under this Agreement shall be in writing and sent to the addresses set forth on the signature pages (or as otherwise notified in writing by a Party).

7.5 No Waiver. No failure or delay by a Party in exercising any right under this Agreement shall operate as a waiver thereof.

7.6 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

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

COMPANY:

INTERCONT (CAYMAN) LIMITED

By: _____
Name: Muchun Zhu
Title: CEO

SUBSCRIBER:

BEVERLY HOLDING LIMITED

By: _____
Name: Muchun Zhu
Title: Director

SUBSCRIPTION AGREEMENT FOR CLASS B SHARES

Parties:

Intercont (Cayman) Limited (Nasdaq: NCT, CIK:0002018529), a Cayman Islands exempted company (the “**Company**”); and

Beverly Holding Limited (2125827), a company incorporated in the British Virgin Islands (the “**Subscriber**”).

WHEREAS:

A. The Company’s Audit Committee has reviewed and approved the proposed issuance of 1,625,000 Class B Shares (the “Subject Shares”) to the Subscriber at a subscription price of US\$0.4 per share (the “Subscription Price”), and such approval remains in full force and effect. In addition, the Company’s Compensation Committee will pass a separate resolution approving the issuance of the Subject Shares to the Subscriber at the Subscription Price of US\$0.4 per share for an aggregate of 1,625,000 shares. The issuance of the Subject Shares hereunder is conditional upon, among other things, the Audit Committee’s approval remaining in full force and effect as of the Closing.

B. The Company has held an extraordinary general meeting of shareholders and a separate meeting of the holders of Class A Shares (collectively, the “Shareholder Meetings”) on 5 June 2026, at which the requisite Shareholder Approvals were validly passed in accordance with the Company’s articles of association and applicable law. As a result, the Third Amended and Restated Memorandum and Articles of Association of the Company was adopted by Special Resolution and has been duly filed with the Registrar of Companies in the Cayman Islands and remains in full force and effect. Pursuant to such Third Amended and Restated Memorandum and Articles of Association:

the authorised share capital of the Company is US\$250,000,000.00 divided into 100,000,000,000 Ordinary Shares of a par value of US\$0.0025 each, comprising (i) 80,000,000,000 Class A Ordinary Shares and (ii) 20,000,000,000 Class B Ordinary Shares; and

each Class B Ordinary Share entitles the holder thereof to one hundred (100) votes on all matters subject to vote at general meetings of the Company.

The Shareholder Approvals relate to the Company’s share capital structure and do not constitute conditions precedent to the subscription contemplated hereunder.

C. The Subscriber wishes to subscribe for the Subject Shares, and the Company wishes to issue the Subject Shares to the Subscriber, upon the terms and subject to the conditions set forth below.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Subscription and Issuance

- 1.1. Subject to the satisfaction or waiver of the conditions set forth in the conditions precedent set forth below, the Subscriber agrees to subscribe for, and the Company agrees to issue and allot to the Subscriber, 1,625,000 Class B Shares (par value US\$0.0025 per share), at the Subscription Price of US\$0.4per share, for an aggregate subscription amount of US\$650,000.00 (the “Subscription Amount”).
- 1.2. The Subscription Amount shall be payable by wire transfer of immediately available funds to an account designated by the Company on or prior to the Closing Date (as defined below).

2. Conditions Precedent

The obligations of the parties to consummate the subscription and issuance of the Subject Shares are subject to the satisfaction or waiver of the following conditions precedent:

- 2.1. Audit Committee Approval. The approval of the Company’s Audit Committee for the issuance of the Subject Shares to the Subscriber shall have been duly obtained and shall remain in full force and effect.
- 2.2. No Legal Prohibition. No applicable law, regulation, order, injunction or decree shall prohibit or restrain the issuance of the Subject Shares or the payment of the Subscription Amount.
- 2.3. Representations and Warranties True. The representations and warranties of each party contained in this Agreement shall be true and correct in all material respects as of the Closing Date.

3. Closing

- 3.1. The closing of the subscription (the “Closing”) shall take place on a date (the “Closing Date”) to be mutually agreed by the parties, which date shall be no later than three (3) months after the date on which all conditions precedent set forth in Section 2 have been satisfied or waived.

- 3.2. At the Closing:

(a) the Subscriber shall deliver the Subscription Amount to the Company; and

(b) the Company shall:

(i) issue the Subject Shares to the Subscriber (or its nominee);

(ii) register the Subscriber (or its nominee) as the holder of the Subject Shares in the Company’s register of members; and

(iii) deliver a share certificate representing the Subject Shares (if requested).

4. Representations and Warranties of the Subscriber

The Subscriber represents and warrants to the Company as follows:

- 4.1. The Subscriber is duly incorporated and validly existing under the laws of the British Virgin Islands, and has full power and authority to enter into this Agreement and to perform its obligations hereunder.
- 4.2. The Subscriber is acquiring the Subject Shares for its own account for investment purposes only, and not with a view to, or for resale in connection with, any distribution thereof in violation of applicable securities laws.
- 4.3. The Subscriber understands that the Subject Shares have not been registered under the U.S. Securities Act of 1933 (as amended) or any state securities laws, and may be subject to transfer restrictions.
- 4.4. The Subscriber has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Subject Shares.

5. Representations and Warranties of the Company

The Company represents and warrants to the Subscriber as follows:

- 5.1. The Company is duly incorporated and validly existing under the laws of the Cayman Islands, with full corporate power and authority to enter into this Agreement and to issue the Subject Shares.
- 5.2. Upon issuance and payment therefor in accordance with this Agreement, the Subject Shares will be validly issued, fully paid and non-assessable, and free and clear of all liens, claims and encumbrances created by the Company.
- 5.3. The execution, delivery and performance of this Agreement by the Company have been duly authorised by all necessary corporate action, and the approval of the Audit Committee for the issuance of the Subject Shares has been obtained and remains in full force and effect. The Company's Compensation Committee will pass a separate resolution approving the issuance of the Subject Shares to the Subscriber at the Subscription Price of US\$0.4 per share for an aggregate of 1,625,000 shares.

6. Termination

This Agreement shall terminate automatically and be of no further force or effect if:

- 6.1. the conditions precedent set forth in Section 2 have not been satisfied or waived by the date that is **three (3) months** from the date of this Agreement; or
- 6.2. the parties mutually agree in writing to terminate this Agreement.

7. Governing Law and Dispute Resolution

- 7.1. **Governing Law.** This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of the Cayman Islands.
- 7.2. **Arbitration.** Any dispute, controversy, claim or difference of any kind whatsoever arising out of, relating to, or in connection with this Agreement (including the existence, validity, interpretation, performance, breach or termination thereof) shall be finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force at the time of the commencement of the arbitration (the “HKIAC Rules”), which rules are deemed to be incorporated by reference into this Section.
- 7.3. **Arbitral Tribunal.** The arbitration tribunal shall consist of one arbitrator appointed jointly by the parties. If the parties fail to agree on the appointment of the sole arbitrator within thirty (30) days after the commencement of arbitration, the arbitrator shall be appointed by HKIAC in accordance with the HKIAC Rules.
- 7.4. **Seat and Language.** The seat (legal place) of arbitration shall be Hong Kong. The arbitration proceedings shall be conducted in English.
- 7.5. **Final and Binding.** The arbitral award shall be final and binding upon the parties, and judgment upon the award may be entered in any court having jurisdiction, or application may be made to such court for judicial acceptance of the award and/or an order of enforcement, as the case may be.
- 7.6. **Confidentiality.** The parties shall keep the arbitration proceedings and any related information confidential, except as may be required by law or necessary to enforce any arbitral award.

8. Miscellaneous

- 8.1. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, written or oral.
- 8.2. **Amendments.** Any amendment to this Agreement shall be in writing and signed by both parties.
- 8.3. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures (including scanned, DocuSign or similar) shall be accepted as original signatures.
- 8.4. **Notices.** All notices under this Agreement shall be in writing and sent to the addresses set forth on the signature pages (or as otherwise notified in writing).

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

COMPANY:

INTERCONT (CAYMAN) LIMITED

By: _____
Name: Muchun Zhu
Title: CEO
Date: September 7, 2026

SUBSCRIBER:

BEVERLY HOLDING LIMITED

By: _____
Name: Muchun Zhu
Title: Director
Date: September 7, 2026