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: **001-41776**

SOLOWIN HOLDINGS
(Translation of registrant's name into English)

Room 1910-1912A, Tower 3, China Hong Kong City
33 Canton Road, Tsim Sha Tsui, Kowloon
Hong Kong
(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 ☐

On September 21, 2026, SOLOWIN HOLDINGS (the "Company") issued Pre-Paid Purchase #3 ("PPP #3") to Streeterville Capital, LLC (the "Investor") pursuant to that certain Securities Purchase Agreement, dated February 9, 2026 (the "Purchase Agreement"), previously disclosed on the Company's Report on Form 6-K filed on February 9, 2026. PPP #3 is one of the pre-paid purchases (the "Pre-Paid Purchases") that the Company may issue and sell to the Investor under the Purchase Agreement in connection with the sale of the Company's Class A ordinary shares, par value $0.0001 per share (the "Class A Ordinary Shares"). In connection with the issuance of PPP #3, the Company, the Investor and Vast Space Limited ("Vast Space") also entered into a letter agreement (the "Side Letter").

PPP #3 has a principal amount of $2,160,000, which includes an original issue discount of $160,000. The purchase price for PPP #3 is $2,000,000. PPP #3 is unsecured and will accrue interest at the rate of eight percent (8%) per annum. The proceeds from PPP #3 are expected to be used for working capital and other corporate purposes.

Commencing on January 1, 2027, the Company may make monthly cash payments of $300,000 on the first day of each calendar month while any balance remains outstanding (the "Amortization Payments"). If the Company fails to make any Amortization Payment by the applicable due date, the Investor has the right to require the Company to issue and sell Class A Ordinary Shares in the respective calendar month in an aggregate amount (the "Purchase Amount") up to the higher of (i) $300,000 or (ii) ten percent (10%) of the aggregate dollar trading volume of the Class A Ordinary Shares on all trading markets for the immediately preceding calendar month. The purchase price per Class A Ordinary Share will be 85% of the lower of (i) the closing trade price on the trading day immediately prior to the purchase notice date or (ii) the average of the daily VWAPs (as defined in PPP #3) during the ten (10) trading days immediately prior to the purchase notice date. The Investor shall pay the purchase price of the Class A Ordinary Shares by offsetting the Purchase Amount against the outstanding balance under PPP #3. Notwithstanding the foregoing, in no event may the Investor beneficially own, together with its affiliates, more than 9.99% of the Company's outstanding Class A Ordinary Shares as a result of any share issuance under PPP #3. If the Company repays more than fifty percent (50%) of the purchase price of PPP #3 in cash through the Amortization Payments, all subsequent Amortization Payments will be subject to a twenty-five percent (25%) payment fee.

The Company may, upon five (5) trading days' prior written notice, prepay in cash all of the outstanding balance under PPP #3 in an amount equal to 110% of the outstanding balance. Any remaining outstanding balance is due and payable in cash on the first anniversary of the date on which the PPP #3 purchase price is delivered to the Company.

Pursuant to the Side Letter, the Company agreed to issue and sell 5,250,000 Class A Ordinary Shares to the Investor for a purchase price of $0.0001 per share (the "Additional Pre-Delivery Shares") within five (5) business days of execution of the Side Letter. The Additional Pre-Delivery Shares are subject to the same terms and provisions set forth in Section 10 of the Purchase Agreement, including restrictions on transfer and the Company's repurchase right upon repayment of all Pre-Paid Purchases.

The Side Letter also provides that until such time as all Pre-Paid Purchases have been paid in full and the Purchase Agreement has been terminated, the Company shall not directly or indirectly make, permit, authorize, accelerate, compromise, settle, offset, exchange, restructure or otherwise transfer any value in respect of any earnout payments to Vast Space owed in connection with the Company's acquisition of AlloyX Limited. Any breach or default by the Company of any term or provision of the Side Letter will be deemed a Trigger Event (as defined below) under all outstanding Pre-Paid Purchases.

The Class A Ordinary Shares issuable pursuant to PPP #3, as well as the Additional Pre-Delivery Shares, are being offered by the Company pursuant to an effective shelf registration statement on Form F-3 (File No. 333-282552), as amended (the "Shelf Registration Statement"), which became effective on November 8, 2024, and pursuant to a prospectus supplement filed with the Securities and Exchange Commission.

Upon the occurrence of a trigger event, as defined in PPP #3 (the "Trigger Event"), the Investor may increase the outstanding balance by ten percent (10%) for each Trigger Event occurrence, provided that the Trigger Effect may be applied up to three (3) times (the "Trigger Effect"). Following any Trigger Event, the Investor may provide written notice to the Company demanding that the Company cure the Trigger Event within ten (10) calendar days. If the Company fails to cure the Trigger Event within such cure period, the Trigger Event will automatically become an event of default under PPP #3. Upon an event of default, the Investor may accelerate the outstanding balance, making such amount immediately due and payable in cash at the mandatory default amount, which equals the outstanding balance after application of the Trigger Effect, and the interest will accrue at a rate of the lesser of eighteen percent (18%) per annum or the maximum rate permitted under applicable law.

The foregoing description of PPP #3 and the Side Letter and the transactions contemplated thereby does not purport to be complete and is qualified in its entirety by reference to the full text of those documents, which are filed as exhibits hereto and are incorporated herein by reference.

The information contained in this report on Form 6-K is hereby incorporated by reference into the Shelf Registration Statement, the Company's registration statement on Form F-3 (File No. 333-290894) and the Company's registration statement on Form S-8 (File No. 333-275337) and shall be a part thereof from the date on which this report is furnished, to the extent not superseded by documents or reports subsequently filed or furnished. This report on Form 6-K shall not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities in any state or jurisdiction in which such offer, solicitation, or sale would be unlawful prior to the registration or qualification under the securities laws of any such state or jurisdiction.

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 21, 2026

SOLOWIN HOLDINGS

/s/ Ling Ngai Lok

Name: Ling Ngai Lok
Title: Chief Executive Officer

EXHIBIT INDEX

Exhibit No.	Description of Exhibit
5.1	Opinion of Conyers Dill & Pearman
10.1	Pre-Paid Purchase #3, dated September 21, 2026, between SOLOWIN HOLDINGS and Streeterville Capital, LLC
10.2	Letter Agreement, dated September 21, 2026, among Streeterville Capital, LLC, SOLOWIN HOLDINGS and Vast Space Limited
23.1	Consent of Conyers Dill & Pearman (included in Exhibit 5.1)

Exhibit 5.1

CONYERS

CONYERS DILL & PEARMAN

29th Floor
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8 Connaught Place
Central
Hong Kong

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conyers.com

21 September 2026

Matter No.: 1020857
Doc Ref: 114162983
(852) 2842 9530
Richard.Hall@conyers.com

SOLOWIN HOLDINGS
Room 1910-12A, Tower 3
China Hong Kong City
33 Canton Road, Tsimshatsui
Hong Kong

Re: SOLOWIN HOLDINGS (the "Company")

We have acted as special Cayman Islands legal counsel to the Company in connection with the Company's shelf registration statement on Form F-3 (File No. 333-282552) (the "**Registration Statement**") filed by the Company with the U.S. Securities and Exchange Commission (the "**Commission**") and declared effective by the Commission on 8 November 2024 under the U.S. Securities Act of 1933, as amended (the "**Securities Act**"), and the base prospectus contained in the Registration Statement (the "**Base Prospectus**") and the prospectus supplement filed with the Commission on or about the date hereof (collectively the "**Prospectus Supplements**" and collectively with the Base Prospectus, the "**Prospectus**") in connection with an offering (the "**Offering**") by the Company of up to US$2,160,000 of class A ordinary shares, US$0.0001 par value per share (the "**Class A Ordinary Shares**") pursuant to the Pre-Paid Purchase #3 Agreement (as defined below).

1. DOCUMENTS REVIEWED

For the purposes of giving this opinion, we have examined copies of the following documents:

1.1 the Registration Statement;

1.2 the Prospectus;

1.3 a pre-paid purchase #3 agreement made between (1) the Company, and (2) STREETERVILLE CAPITAL, LLC dated 21 September 2026 (the "**Pre-Paid Purchase #3 Agreement**");

Partners: Piers J. Alexander, Crystal C. Au-Yeung, Christopher W. H. Bickley, Beverly Y. Cheung, Anna W. T. Chong, Angie Y. Y. Chu, Alexander T. Doyle, Vivien C. S. Fung, Richard J. Hall, Norman Hau, Wynne Lau, Ryan A. McConvey, Wesley D. O'Brien, Teresa F. Tsai, Flora K. Y. Wong

Consultant: David M. Lamb

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1.4 the second amended and restated memorandum of association and second amended and restated articles of association (the "**Current M&A**"), each certified by the Secretary of the Company on 21 September 2026;

1.5 the resolutions in writing of all the directors of the Company dated 7 October 2024 and 21September 2026 (collectively, the "**Resolutions**");

1.6 a Certificate of Good Standing issued by the Registrar of Companies in relation to the Company on 1 September 2026 (the "**Certificate Date**"); and

1.7 such other documents and made such enquiries as to questions of law as we have deemed necessary in order to render the opinion set forth below.

2. ASSUMPTIONS

We have assumed:

2.1 the genuineness and authenticity of all signatures and the conformity to the originals of all copies (whether or not certified) examined by us and the authenticity and completeness of the originals from which such copies were taken;

2.2 that where a document has been examined by us in draft form, it will be or has been executed and/or filed in the form of that draft, and where a number of drafts of a document have been examined by us all changes thereto have been marked or otherwise drawn to our attention;

2.3 the capacity, power and authority of each of the parties to the Pre-Paid Purchase #3 Agreement other than the Company, to enter into and perform its respective obligations under the Pre-Paid Purchase #3 Agreement;

2.4 the accuracy and completeness of all factual representations made in the Pre-Paid Purchase #3 Agreement, the Registration Statement, the Prospectus and other documents reviewed by us;

2.5 that the Resolutions were passed at one or more duly convened, constituted and quorate meetings or by unanimous written resolutions, remain in full force and effect and have not been rescinded or amended;

2.6 that there is no provision of the law of any jurisdiction, other than the Cayman Islands, which would have any implication in relation to the opinions expressed herein;

2.7 that upon the issue of the Class A Ordinary Shares, the Company will receive consideration for the full issue price thereof which shall be equal to at least the par value of the Class A Ordinary Shares;

2.8 the validity and binding effect under the laws of the United States of America of the Registration Statement and that the Registration Statement will be duly filed with the Commission;

2.9 the validity and binding effect under the laws of the State of Utah, United States of America (the "**Foreign Laws**") of the Pre-Paid Purchase #3 Agreement which is expressed to be governed by such Foreign Laws in accordance with its terms;

2.10 the Company has not taken any action to appoint a restructuring officer;

2.11 no invitation has been or will be made by or on behalf of the Company to the public in the Cayman Islands to subscribe for any Class A Ordinary Shares;

2.12 that on the date of issuance of any of the Class A Ordinary Shares, the Company will have sufficient authorised but unissued Class A Ordinary Shares; and

2.13 there is no contractual or other prohibition or restriction (other than as arising under Cayman Islands law) binding on the Company prohibiting or restricting it from entering into and performing its obligations under the Registration Statement and the Pre-Paid Purchase #3 Agreement.

3. QUALIFICATIONS

3.1 We have made no investigation of and express no opinion in relation to the laws of any jurisdiction other than the Cayman Islands. This opinion is to be governed by and construed in accordance with the laws of the Cayman Islands and is limited to and is given on the basis of the current law and practice in the Cayman Islands. This opinion is issued solely for the purposes of the filing of the Registration Statement and is not to be relied upon in respect of any other matter.

4. OPINIONS

On the basis of and subject to the foregoing, we are of the opinion that:

4.1 The Company is duly incorporated and existing under the law of the Cayman Islands and, based on the Certificate of Good Standing, is in good standing as at the Certificate Date. Pursuant to the Companies Act (the "**Act**"), a company is deemed to be in good standing if all fees and penalties under the Act have been paid and the Registrar of Companies has no knowledge that the Company is in default under the Act.

4.2 When issued and paid for as contemplated in the Pre-Paid Purchase #3 Agreement, the Registration Statement and the Prospectus, the Class A Ordinary Shares will be validly issued, fully paid and non-assessable (which term when used herein means that no further sums are required to be paid by the holders thereof in connection with the issue thereof).

We hereby consent to the filing of this opinion as an exhibit to the Company's report filing on Form 6-K with the Commission, which will be incorporated by reference into and deemed part of the Registration Statement and to the references to our firm under the caption "Legal Matters" in the Prospectus forming a part of the Registration Statement. In giving such consent, we do not hereby admit that we are experts within the meaning of Section 11 of the Securities Act or that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the Rules and Regulations of the Commission promulgated thereunder.

Yours faithfully,

/s/ Conyers Dill & Pearman

Conyers Dill & Pearman

Exhibit 10.1

PRE-PAID PURCHASE #3

September 21, 2026 U.S. $2,160,000.00

FOR VALUE RECEIVED, SOLOWIN HOLDINGS, an exempted company incorporated under the laws of the Cayman Islands with limited liability ("**Company**"), promises to pay to STREETERVILLE CAPITAL, LLC, a Utah limited liability company, or its successors or assigns ("**Investor**"), $2,160,000.00 and any interest, fees, charges, and late fees accrued hereunder in accordance with the terms set forth herein and to pay interest on the Outstanding Balance at the rate of eight percent (8%) per annum simple interest from the Purchase Price Date until the same is paid in full. All interest calculations hereunder shall be computed on the basis of a 360-day year comprised of twelve (12) thirty (30) day months and shall be payable in accordance with the terms of this Pre-Paid Purchase #3 (this "**Pre-Paid Purchase**"), which is issued and made effective as of the date set forth above (the "**Effective Date**"). This Pre-Paid Purchase is issued pursuant to that certain Securities Purchase Agreement dated February 9, 2026, as the same may be amended from time to time, by and between Company and Investor (the "**Purchase Agreement**"). Certain capitalized terms used herein are defined in Attachment 1 attached hereto and incorporated herein by this reference.

This Pre-Paid Purchase carries an original issue discount of $160,000.00 ("**OID**"). The OID is included in the initial principal balance of this Pre-Paid Purchase and is deemed to be fully earned and non-refundable as of the Purchase Price Date.

1. Payment Terms.

1.1. Payment. All payments owing hereunder shall be in lawful money of the United States of America, as provided for herein, and delivered to Investor at the address or bank account furnished to Company for that purpose. All payments shall be applied first to (a) costs of collection, if any, then to (b) fees and charges, if any, then to (c) accrued and unpaid interest, and thereafter, to (d) principal.

1.2. Amortization Payments. On or before January 1, 2027, and on the first day of each calendar month thereafter so long as there is an Outstanding Balance under this Pre-Paid Purchase (each of January 1, 2027 and the first day of each calendar month thereafter, an "**Amortization Date**"), Company may make a monthly cash payment of $300,000.00 (the "**Monthly Cash Payment Amount**"). So long as Investor receives the Monthly Cash Payment Amount on or before the applicable Amortization Date (each instance, an "**Amortization Payment**"), then Investor may not submit any Purchase Notices for such calendar month. Notwithstanding the foregoing, if at any time Company has repaid in cash more than fifty percent (50%) of the Purchase Price (i.e., $1,000,000.00) through Amortization Payments, then all subsequent Amortization Payments shall be subject to a payment fee of twenty-five percent (25%).

1.3. Prepayment. Notwithstanding the foregoing, with five (5) Trading Days' prior written notice Company may prepay all of the Outstanding Balance (less such portion of the Outstanding Balance for which Company has received a Purchase Notice from Investor where the applicable Purchase Shares have not yet been delivered). For the avoidance of doubt, during the five (5) Trading Day prepayment notice period, Investor shall retain the right to submit Purchase Notices, if applicable. If Company exercises its right to prepay all of the Outstanding Balance, Company shall make payment to Investor of an amount in cash equal to one hundred ten percent (110%) multiplied by the Outstanding Balance. Company will lose the right to prepay this Pre-Paid Purchase if Company elects to prepay this Pre-Paid Purchase and fails to do so on the date set forth in the prepayment notice sent to Investor.

1.4. Maturity Date. Any remaining Outstanding Balance will be due and payable in cash on the date that is one (1) year from the Purchase Price Date.

2. Security. This Pre-Paid Purchase is unsecured.

3. Investor Purchases; Closings.

3.1. Purchases; Purchase Mechanics. Upon the terms and subject to the conditions of this Pre-Paid Purchase, Investor, if it does not receive the Monthly Cash Payment Amount by any applicable Amortization Date (each such instance, a "**Failed Amortization Payment**"), shall have the right, in whole or in part, exercisable in its sole discretion, to purchase from Company, and Company shall issue and sell to Investor, Purchase Shares by the delivery to Company of Purchase Notices as provided herein.

(a) Purchase Notice. At any time during any calendar month with a Failed Amortization Payment, Investor may, by providing written notice to Company in the form set forth on Exhibit A attached hereto (each, a "**Purchase Notice**"), require Company to issue and sell Purchase Shares to Investor, in accordance with the following provisions:

(i) Investor shall, in each Purchase Notice, indicate the portion of the Outstanding Balance that Investor elects to apply to the purchase of Purchase Shares pursuant to this Pre-Paid Purchase (each, a "**Purchase**", and such amount, the "**Purchase Amount**"), *provided*, that, the aggregate Purchase Amount of all Purchase Notices shall not exceed the higher of (i) the Monthly Cash Payment Amount, or (ii) ten percent (10%) of the aggregate dollar trading volume of Company's Class A Shares on all trading markets for the immediately preceding calendar month, and *provided further*, that the Purchase Amount shall not exceed the Outstanding Balance, or result in Investor exceeding the limitation set forth in Section 3.1(b).

(ii) Each Purchase Notice shall be delivered to Company in accordance with the notice provisions set forth in the Purchase Agreement.

(iii) Each Purchase Notice shall set forth the Purchase Amount, the Purchase Share Purchase Price, the number of Purchase Shares to be issued by Company and purchased by Investor, and the remaining Outstanding Balance following the Closing (as defined below) of the Purchase.

(iv) Any Purchase Shares issued hereunder must be issued free trading to Investor pursuant to: (1) an effective registration statement; or (2) an applicable exemption from registration (e.g., Rule 144).

(b) Ownership Limitation. Notwithstanding anything to the contrary contained in this Pre-Paid Purchase or the other Transaction Documents (as defined in the Purchase Agreement), Company shall not effect any issuance of Purchase Shares pursuant to this Pre-Paid Purchase to the extent that after giving effect to such issuance would cause Investor (together with its affiliates) to beneficially own a number of Class A Shares exceeding 9.99% of the number of Class A Shares outstanding on such date (including for such purpose the Class A Shares issuable upon such issuance) (the "**Maximum Percentage**"). For purposes of this section, beneficial ownership of Class A Shares will be determined pursuant to Section 13(d) of the 1934 Act (as defined in the Purchase Agreement). The Maximum Percentage is enforceable, unconditional and non-waivable and shall apply to all affiliates and assigns of Investor.

3.2. Closings. The closing of each purchase and sale of Purchase Shares (each, a "**Closing**") shall take place in accordance with the procedures set forth below:

(a) Promptly after receipt of a Purchase Notice with respect to each Purchase (and, in any event, not later than two (2) Trading Days after such receipt), Company will allot and issue the relevant number of Purchase Shares and will, or will cause its transfer agent to, electronically transfer such number of Purchase Shares to be purchased by Investor (as set forth in the Purchase Notice) by crediting Investor's account or its designee's account at DTC through its DWAC system or by such other means of delivery as may be mutually agreed upon by the parties hereto, and transmit notification to Investor that such share allotment, issue and transfer has been requested. Promptly upon receipt of such notification, Investor shall pay to Company the aggregate purchase price for the Purchase Shares (as set forth in the Purchase Notice) by offsetting the Purchase Amount against an equal amount outstanding under this Pre-Paid Purchase (first towards accrued and unpaid interest, if any, and then towards outstanding principal as shown in such Purchase Notice). No fractional shares shall be issued, and any fractional amounts shall be rounded to the nearest whole number of shares. To facilitate the transfer of the Purchase Shares by Investor, the Purchase Shares will not bear any restrictive legends so long as there is an effective registration statement or an available exemption from registration for the resale of such Purchase Shares (it being understood and agreed by Investor that notwithstanding the lack of restrictive legends, Investor may only sell such Purchase Shares in compliance with the requirements of the Securities Act (including any applicable prospectus delivery requirements)).

(b) In connection with each Closing, each of Company and Investor shall deliver to the other all documents, instruments and writings expressly required to be delivered by either of them pursuant to this Pre-Paid Purchase in order to implement and effect the transactions contemplated herein.

4. Trigger Events; Defaults; Remedies.

4.1. Trigger Events. The following are trigger events under this Pre-Paid Purchase (each, a "**Trigger Event**"): (a) Company fails to pay any principal, interest, fees, charges, or any other amount when due and payable hereunder; (b) a receiver, trustee or other similar official shall be appointed over Company or a material part of its assets and such appointment shall remain uncontested for twenty (20) days or shall not be dismissed or discharged within sixty (60) days; (c) Company becomes insolvent or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, subject to applicable grace periods, if any; (d) Company makes a general assignment for the benefit of creditors; (e) Company files a petition for relief under any bankruptcy, insolvency or similar law (domestic or foreign); (f) an involuntary bankruptcy proceeding is commenced or filed against Company; (g) Company fails to observe or perform any covenant set forth in Section 4 of the Purchase Agreement; (h) the occurrence of a Fundamental Transaction without Investor's prior written consent; (i) Company fails to timely establish and maintain the Share Reserve (as defined in the Purchase Agreement); (j) Company fails to deliver any Purchase Shares for any reason in accordance with the terms hereof; (k) any money judgment, writ or similar process is entered or filed against Company or any subsidiary of Company or any of its property or other assets for more than $500,000.00, and shall remain unvacated, unbonded or unstayed for a period of twenty (20) calendar days unless otherwise consented to by Investor; (l) Company fails to be DWAC Eligible; (m) Company or any subsidiary of Company, breaches any covenant or other term or condition contained in any Other Agreement in any material respect; (n) Company defaults or otherwise fails to observe or perform any covenant, obligation, condition or agreement of Company contained herein or in any other Transaction Document (as defined in the Purchase Agreement) in any material respect, other than those specifically set forth in this Section 4.1 or Section 4 of the Purchase Agreement; (o) any representation, warranty or other statement made or furnished by or on behalf of Company to Investor herein, in any Transaction Document, or otherwise in connection with the issuance of this Pre-Paid Purchase is false, incorrect, incomplete or misleading in any material respect when made or furnished; (p) at any time prior to the six (6) month anniversary of the Purchase Price Date, Company's shelf registration statement on Form F-3 (File No. 333-282552) or the Rule 424(b) prospectus filed by Company to register the Purchase Shares is suspended, halted, declared ineffective or otherwise unavailable for Investor to sell Purchase Shares; (q) a non-management supported preliminary proxy is filed against Company; and (q) Company or any subsidiary of Company, breaches any material covenant or other material term or condition contained in any Other Agreements.

4.2. Trigger Event Remedies. At any time following the occurrence of any Trigger Event, Investor may, at its option, increase the Outstanding Balance by applying the Trigger Effect (subject to the limitation set forth below).

4.3. Defaults. At any time following the occurrence of a Trigger Event, Investor may, at its option, send written notice to Company demanding that Company cure the Trigger Event within ten (10) days of receipt of such notice. If Company fails to cure the Trigger Event within the required ten (10) day cure period, the Trigger Event will automatically become an event of default hereunder (an "**Event of Default**").

4.4. Default Remedies. At any time and from time to time following the occurrence of any Event of Default, Investor may accelerate this Pre-Paid Purchase by written notice to Company, with the Outstanding Balance becoming immediately due and payable in cash at the Mandatory Default Amount. Notwithstanding the foregoing, upon the occurrence of any Event of Default described in clauses (b) – (f) of Section 4.1, an Event of Default will be deemed to have occurred and the Outstanding Balance as of the date of the occurrence of such Event of Default shall become immediately and automatically due and payable in cash at the Mandatory Default Amount, without any written notice required by Investor for the Trigger Event to become an Event of Default. At any time following the occurrence of any Event of Default, upon written notice given by Investor to Company, interest shall accrue on the Outstanding Balance beginning on the date the applicable Event of Default occurred at an interest rate equal to the lesser of eighteen percent (18%) per annum or the maximum rate permitted under applicable law ("**Default Interest**"). Notwithstanding the foregoing, and for the avoidance of doubt, Investor may continue making Purchases pursuant to Section 3 at any time following an Event of Default until such time as the Outstanding Balance is paid in full. In connection with acceleration described herein, Investor need not provide, and Company hereby waives, any presentment, demand, protest or other notice of any kind, and Investor may immediately and without expiration of any grace period enforce any and all of its rights and remedies hereunder and all other remedies available to it under applicable law. Such acceleration may be rescinded and annulled by Investor at any time prior to payment hereunder and Investor shall have all rights as a holder of the Pre-Paid Purchase until such time as this Pre-Paid Purchase is paid in full. No such rescission or annulment shall affect any subsequent Event of Default or impair any right consequent thereon. Nothing herein shall limit Investor's right to pursue any other remedies available to it at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to Company's failure to timely deliver Purchase Shares pursuant to a Purchase as required pursuant to the terms hereof.

5. Unconditional Obligation; No Offset. Company acknowledges that this Pre-Paid Purchase is an unconditional, valid, binding and enforceable obligation of Company not subject to offset, deduction or counterclaim of any kind. Company hereby waives any rights of offset it now has or may have hereafter against Investor, its successors and assigns, and agrees to make the payments or Purchases called for herein in accordance with the terms of this Pre-Paid Purchase.

6. Waiver. No waiver of any provision of this Pre-Paid Purchase shall be effective unless it is in the form of a writing signed by the party granting the waiver. No waiver of any provision or consent to any prohibited action shall constitute a waiver of any other provision or consent to any other prohibited action, whether or not similar. No waiver or consent shall constitute a continuing waiver or consent or commit a party to provide a waiver or consent in the future except to the extent specifically set forth in writing.

7. Opinion of Counsel. In the event that an opinion of counsel is needed for Purchases under this Pre-Paid Purchase, Investor has the right to have any such opinion provided by its counsel.

8. Governing Law; Venue. This Pre-Paid Purchase shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Pre-Paid Purchase shall be governed by, the internal laws of the State of Utah, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Utah. The provisions set forth in the Purchase Agreement to determine the proper venue for any disputes are incorporated herein by this reference.

9. Arbitration of Disputes. By its issuance or acceptance of this Pre-Paid Purchase, each party agrees to be bound by the Arbitration Provisions (as defined in the Purchase Agreement) set forth as an exhibit to the Purchase Agreement.

10. Cancellation. After repayment of the entire Outstanding Balance, this Pre-Paid Purchase shall be deemed paid in full, shall automatically be deemed canceled, and shall not be reissued.

11. Amendments. The prior written consent of both parties hereto shall be required for any change or amendment to this Pre-Paid Purchase.

12. Assignments. Company may not assign this Pre-Paid Purchase without the prior written consent of Investor. This Pre-Paid Purchase and any Purchase Shares issued upon Purchase of this Pre-Paid Purchase may be offered, sold, assigned or transferred by Investor without the consent of Company.

13. Notices. Whenever notice is required to be given under this Pre-Paid Purchase, unless otherwise provided herein, such notice shall be given in accordance with the subsection of the Purchase Agreement titled “Notices.”

14. Liquidated Damages. Investor and Company agree that in the event Company fails to comply with any of the terms or provisions of this Pre-Paid Purchase, Investor’s damages would be uncertain and difficult (if not impossible) to accurately estimate because of the parties’ inability to predict future interest rates, future share prices, future trading volumes and other relevant factors. Accordingly, Investor and Company agree that any fees, balance adjustments, Default Interest or other charges assessed under this Pre-Paid Purchase are not penalties but instead are intended by the parties to be, and shall be deemed, liquidated damages (under Investor’s and Company’s expectations that any such liquidated damages will tack back to the Purchase Price Date for purposes of determining the holding period under Rule 144).

15. Severability. If any part of this Pre-Paid Purchase is construed to be in violation of any law, such part shall be modified to achieve the objective of Company and Investor to the fullest extent permitted by law and the balance of this Pre-Paid Purchase shall remain in full force and effect.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Company has caused this Pre-Paid Purchase to be duly executed as of the Effective Date.

COMPANY:

SOLOWIN HOLDINGS

By: /s/ Ling Ngai Lok
Ling Ngai Lok, Chief Executive Officer

ACKNOWLEDGED, ACCEPTED AND AGREED:

INVESTOR:

STREETERVILLE CAPITAL, LLC

By: /s/ John Fife
John Fife, President

[Signature Page to Pre-Paid Purchase #3]

ATTACHMENT 1
DEFINITIONS

For purposes of this Pre-Paid Purchase, the following terms shall have the following meanings:

A1. "**Class A Shares**" means Company's Class A ordinary shares, par value $0.0001 per share.

A2. "**Closing Trade Price**" means, with respect to the Class A Shares, the last reported closing bid price on the Principal Market (as defined in the Purchase Agreement) on any particular measurement date.

A3. "**DTC**" means the Depository Trust Company or any successor thereto.

A4. "**DTC/FAST Program**" means the DTC's Fast Automated Securities Transfer program.

A5. "**DWAC**" means the DTC's Deposit/Withdrawal at Custodian system.

A6. "**DWAC Eligible**" means that (a) Company's Class A Shares are eligible at DTC for full services pursuant to DTC's operational arrangements, including without limitation transfer through DTC's DWAC system; (b) Company has been approved (without revocation) by DTC's underwriting department; (c) Company's transfer agent is approved as an agent in the DTC/FAST Program; (d) the Purchase Shares are otherwise eligible for delivery via DWAC; and (e) Company's transfer agent does not have a policy prohibiting or limiting delivery of the Purchase Shares via DWAC.

A7. "**Fundamental Transaction**" means that (a) (i) Company or any of its subsidiaries shall, directly or indirectly, in one or more related transactions, consolidate or merge with or into (whether or not Company or any of its subsidiaries is the surviving company or corporation) any other person or entity (excluding any such transactions for the purpose of change of Company's incorporation jurisdiction to the British Virgin Islands); provided, however, that any consolidation or merger involving a subsidiary that does not represent, individually or in the aggregate, ten percent (10%) or more of the consolidated total assets, consolidated revenues, or consolidated net income of the Company and its subsidiaries, in each case as determined in accordance with United States generally accepted accounting principles, shall not constitute a Fundamental Transaction, (ii) Company or any of its subsidiaries shall, directly or indirectly, in one or more related transactions, sell, lease, license, assign, transfer, convey or otherwise dispose of 25% or more of Company and its subsidiaries consolidated properties or assets to any other person or entity, (iii) Company or any of its subsidiaries shall, directly or indirectly, in one or more related transactions, allow any other person or entity to make a purchase, tender or exchange offer that is accepted by the holders of more than 50% of the outstanding voting shares of the Company (not including any voting shares of the Company held by the person or persons making or party to, or associated or affiliated with the persons or entities making or party to, such purchase, tender or exchange offer), (iv) Company or any of its subsidiaries shall, directly or indirectly, in one or more related transactions, consummate a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with any other person or entity whereby such other person or entity acquires more than 50% of the outstanding voting shares of the Company (not including any voting shares of the Company held by the other persons or entities making or party to, or associated or affiliated with the other persons or entities making or party to, such stock or share purchase agreement or other business combination), (v) Company or any of its subsidiaries shall, directly or indirectly, in one or more related transactions, reorganize, recapitalize or reclassify the Class A Shares, Class B ordinary shares or preferred shared, other than an increase in the number of authorized Class A Shares, (vi) Company transfers any material asset to any Subsidiary, affiliate, person or entity under common ownership or control with Company, or (vii) Company pays or makes any monetary or non-monetary dividend or distribution to its shareholders; or (b) any "person" or "group" (as these terms are used for purposes of Sections 13(d) and 14(d) of the 1934 Act and the rules and regulations promulgated thereunder) is or shall become the "beneficial owner" (as defined in Rule 13d-3 under the 1934 Act), directly or indirectly, of more than 50% of the aggregate ordinary voting power represented by issued and outstanding voting shares of Company. For the avoidance of doubt, Company or any of its subsidiaries entering into a definitive agreement that contemplates a Fundamental Transaction will be deemed to be a Fundamental Transaction unless such agreement contains a closing condition that this Pre-Paid Purchase is repaid in full upon consummation of the transaction.

A8. "**Mandatory Default Amount**" means the Outstanding Balance following the application of the Trigger Effect.

A9. "**Other Agreements**" means, collectively, (a) all existing and future agreements and instruments between, among or by Company (or an affiliate), on the one hand, and Investor (or an affiliate), on the other hand, and (b) any financing agreement or a material agreement that affects Company's ongoing business operations.

A10. "**Outstanding Balance**" means as of any date of determination, the initial principal amount, as reduced or increased, as the case may be, pursuant to the terms hereof for payment, Purchases, offset, or otherwise, accrued but unpaid interest, fees, collection and enforcements costs (including attorneys' fees) incurred by Investor, transfer, stamp, issuance and similar taxes and fees related to Purchases, and any other fees or charges incurred under this Pre-Paid Purchase.

A11. "**Purchase Notice Date**" means the date the applicable Purchase Notice is delivered by Investor to Company.

A12. "**Purchase Price**" means $2,000,000.00.

A13. "**Purchase Price Date**" means the date the Purchase Price is delivered by Investor to Company.

A14. "**Purchase Shares**" Class A Shares purchased pursuant to this Pre-Paid Purchase.

A15. "**Purchase Share Purchase Price**" means 85% multiplied by the lower of (i) the Closing Trade Price on the Trading Day immediately preceding the Purchase Notice Date, and (ii) the average of the daily VWAPs during the ten (10) Trading Day period preceding the Purchase Notice Date.

A16. "**Trading Day**" means any day on which Company's Principal Market is open for trading.

A17. "**Trigger Effect**" means multiplying the Outstanding Balance as of the date the applicable Trigger Event occurred by ten percent (10%) for each occurrence of a Trigger Event, *provided*, *however*, that the Trigger Effect may only be applied up to three (3) times.

A18. "**VWAP**" means the volume weighted average price of the Class A Shares on the principal market for a particular Trading Day or set of Trading Days, as the case may be, as reported by Bloomberg.

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EXHIBIT A

PURCHASE NOTICE

On behalf of Streeterville Capital, LLC ("**Investor**"), the undersigned hereby certifies, with respect to the purchase of Class A Shares of SOLOWIN HOLDINGS ("**Company**") issuable in connection with this Purchase Notice, delivered pursuant to that certain Pre-Paid Purchase #3 dated as of September 21, 2026 (as amended and supplemented from time to time), as follows:

A. Purchase Notice Date: _____
B. Purchase Amount: _____
C. Purchase Share Purchase Price: _____
D. Number of Purchase Shares Due to Investor: _____
E. Outstanding Balance of Pre-Paid Purchase #3 Following Purchase: _____

Please transfer the Purchase Shares electronically (via DWAC) to the following account:

Broker: _____
DTC#: _____
Account #: _____
Account Name: _____

Address: _____
_____
_____

INVESTOR:

STREETERVILLE CAPITAL, LLC

By: _____
John Fife, President

Exhibit 10.2

STREETERVILLE CAPITAL, LLC

September 21, 2026

Solowin Holdings
Attn: Ling Ngai Lok
Room 1910-1912A, Tower 3, China Hong Kong City
33 Canton Road, Tsim Sha Tsui, Kowloon
Hong Kong

Re: Funding of Additional Pre-Paid Purchase

Dear Mr. Lok:

This letter agreement (this "**Letter Agreement**") is entered into by and among Streeterville Capital, LLC, a Utah limited liability company ("**Investor**"), Solowin Holdings, an exempted company incorporated under the laws of the Cayman Islands with limited liability ("**Company**"), and Vast Space Limited, an exempted company incorporated under the law of the British Virgin Islands ("**Vast Space**"). Reference is made to: (i) that certain Securities Purchase Agreement dated February 9, 2026 between Company and Investor (the "**Purchase Agreement**"), and (ii) that certain letter agreement between Vast Space and Investor dated June 2, 2026 (the "**Vast Space Letter Agreement**"). Company has requested that Investor fund $2,000,000.00 for the purchase of Pre-Paid Purchase #3 ("**PPP #3**") pursuant to the Purchase Agreement. Investor has agreed to purchase PPP #3 upon satisfaction of certain conditions set forth below. Accordingly, Investor and Company hereby agree as follows:

1. PPP #3. Investor agrees to fund $2,000,000.00 to Company for the purchase of PPP #3 in substantially the form attached hereto as Exhibit A upon satisfaction of each of the following conditions:

(a) Company shall have sold to Investor 5,250,000 Class A Shares (as defined in the Purchase Agreement) for a purchase price of $0.0001 per share (the "**Additional Pre-Delivery Shares**"). The Additional Pre-Delivery Shares must be issued and delivered to Investor's designated brokerage account within five (5) business days of execution of this Letter Agreement.

(b) Company shall have filed a prospectus supplement to its Form F-3 shelf registration statement (No. 333-282552) (the "**Shelf Registration Statement**") registering the Additional Pre-Delivery Shares and all Purchase Shares (as defined in the Pre-Paid Purchases) purchasable under PPP #3, and delivered to Investor any legal opinions deemed necessary by Investor to trade the Purchase Shares and Additional Pre-Delivery Shares under such prospectus supplement.

2. Earnout Payments. Until such time as all Pre-Paid Purchases (as defined in the Purchase Agreement) have been paid in full and the Purchase Agreement has been terminated, Company shall not directly or indirectly make, permit, authorize, accelerate, compromise, settle, offset, exchange, restructure or otherwise transfer any value in respect of the earnout to Vast Space owed in connection with the AlloyX Limited Share Purchase Agreement dated August 11, 2025.

3. Reaffirmation of Vast Space Side Letter. Vast Space represents and warrants to Investor that the Vast Space Letter Agreement is in full force and effect and applies in all respects to the amount funded by Investor to Company to pursuant to PPP #3 and any future Pre-Paid Purchases.

4. Additional Pre-Delivery Shares. The Additional Pre-Delivery Shares will be subject to the same terms and provisions governing the Pre-Delivery Shares (as defined in the Purchase Agreement) set forth in Section 10 of the Purchase Agreement.

5. Breaches. Any breach or default by Company of any term or provision of this Letter Agreement will be deemed a Trigger Event (as defined in the Pre-Paid Purchases) under all outstanding Pre-Paid Purchases.

6. Conflict. In the event of a conflict between the terms and conditions contained in this Letter Agreement and those contained in any other agreement or document related to the Purchase Agreement or any Pre-Paid Purchase, the terms and conditions contained herein shall control.

7. Governing Law; Arbitration Provisions. The internal laws of the State of Utah (irrespective of its conflict of law principles) will govern the validity of this Letter Agreement, the construction of its terms, and the interpretation and enforcement of the rights and duties of the parties hereto. This Letter Agreement will be subject to the Arbitration Provisions (as defined in the Purchase Agreement).

8. Assignment; Binding upon Successors and Assigns. Company may not assign any of its rights or obligations hereunder without the prior written consent of Investor. This Letter Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9. Attorneys' Fees. Should suit be brought to enforce or interpret any part of this Letter Agreement, the prevailing party will be entitled to recover, as an element of the costs of suit and not as damages, reasonable attorneys' fees to be fixed by the court (including without limitation, costs, expenses and fees on any appeal).

10. Amendment and Waivers. Any term or provision of this Letter Agreement may be amended and the observance of any term of this Letter Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the parties hereto. The waiver by either party of any breach hereof or default in the performance hereof will not be deemed to constitute a waiver of any other default or any succeeding breach or default.

11. Entire Agreement. This Letter Agreement contains the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes any prior understandings, agreements or representations, written or oral, relating to the subject matter hereof.

12. Counterparts. This Letter Agreement may be executed in two or more counterparts, each of which when executed and delivered shall be deemed an original and all of which, taken together, shall constitute the same agreement. This Letter Agreement may be executed by electronic signature, which shall be considered legally binding for all purposes.

13. Further Assurances. Each party to this Letter Agreement agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Letter Agreement.

14. Waiver of Jury Trial. EACH PARTY TO THIS LETTER AGREEMENT IRREVOCABLY WAIVES ANY AND ALL RIGHTS SUCH PARTY MAY HAVE TO DEMAND THAT ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY RELATED TO THIS LETTER AGREEMENT, ANY OTHER TRANSACTION DOCUMENT, ANY ADDITIONAL INVESTMENT DOCUMENT, OR THE RELATIONSHIPS OF THE PARTIES HERETO BE TRIED BY JURY.

[Remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, Investor and Company have duly executed and delivered this Letter Agreement to be effective as of the date first set forth above.

INVESTOR:

STREETERVILLE CAPITAL, LLC

By: /s/ John Fife
John Fife, President

ACCEPTED AND AGREED:

COMPANY:

SOLOWIN HOLDINGS

By: /s/ Ling Ngai Lok
Ling Ngai Lok, Chief Executive Officer

VAST SPACE:

VAST SPACE LIMITED

By: /s/ Ling Ngai Lok
Ling Ngai Lok, Chief Executive Officer

[Signature Page to Letter Agreement]