SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

AIOS Tech Inc.

(Name of Issuer)

Class A common shares, par value US$0.0001 per share

(Title of Class of Securities)

(CUSIP Number)

Guo Li
Room 407, Tower 2, Harbour Centre, 8 Hok Cheung Street
Hunghom, Kowloon, K3, 000000
852 400 603 7555

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

07/14/2026

(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. ☐

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

CUSIP No.

1	Name of reporting person Swift Prime Limited
2	Check the appropriate box if a member of a Group (See Instructions) ☐ (a) ☐ (b)
3	SEC use only

4	Source of funds (See Instructions) AF	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) ☐	
6	Citizenship or place of organization VIRGIN ISLANDS, BRITISH	
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 5,000,000.00
	8	Shared Voting Power 0.00
	9	Sole Dispositive Power 5,000,000.00
	10	Shared Dispositive Power 0.00
11	Aggregate amount beneficially owned by each reporting person 5,000,000.00	
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) ☐	
13	Percent of class represented by amount in Row (11) 60.6 %	
14	Type of Reporting Person (See Instructions) CO	

Comment for Type of Reporting Person: Note to Rows 7, 9 and 11: Represents 5,000,000 Class A common shares, par value US$0.0001 per share (the "Class A Common Shares"), of AIOS Tech Inc. issuable upon conversion of 5,000,000 Class B common shares, par value US$0.0001 per share (the "Class B Common Shares"), of AIOS Tech Inc. directly held by Swift Prime Limited. Each Class B Common Share is convertible into one Class A Common Share at the option of the holder at any time. Guo Li is the sole shareholder of Swift Prime Limited. Note to Row 13: The percentage calculation is based on 3,249,337 Class A Common Shares outstanding as of July 16, 2026, plus the 5,000,000 Class A Common Shares issuable upon conversion of the Class B Common Shares held by the Reporting Persons (the Class A Common Shares and the Class B Common Shares, collectively, the "Common Shares"), in accordance with Rule 13d-3(d)(1)(i) under the Securities Exchange Act of 1934, as amended.

SCHEDULE 13D

CUSIP No.

1	Name of reporting person Guo Li
2	Check the appropriate box if a member of a Group (See Instructions) ☐ (a) ☐ (b)
3	SEC use only
4	Source of funds (See Instructions) PF
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

☐

6	Citizenship or place of organization CHINA	
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 5,000,000.00
	8	Shared Voting Power 0.00
	9	Sole Dispositive Power 5,000,000.00
	10	Shared Dispositive Power 0.00
11	Aggregate amount beneficially owned by each reporting person 5,000,000.00	
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) ☐	
13	Percent of class represented by amount in Row (11) 60.6 %	
14	Type of Reporting Person (See Instructions) IN	

Comment for Type of Reporting Person: Note to Rows 7, 9 and 11: Represents 5,000,000 Class A common shares, par value US$0.0001 per share (the "Class A Common Shares"), of AIOS Tech Inc. issuable upon conversion of 5,000,000 Class B common shares, par value US$0.0001 per share (the "Class B Common Shares"), of AIOS Tech Inc. directly held by Swift Prime Limited. Each Class B Common Share is convertible into one Class A Common Share at the option of the holder at any time. Guo Li is the sole shareholder of Swift Prime Limited. Note to Row 13: The percentage calculation is based on 3,249,337 Class A Common Shares outstanding as of July 16, 2026, plus the 5,000,000 Class A Common Shares issuable upon conversion of the Class B Common Shares held by the Reporting Persons (the Class A Common Shares and the Class B Common Shares, collectively, the "Common Shares"), in accordance with Rule 13d-3(d)(1)(i) under the Securities Exchange Act of 1934, as amended.

SCHEDULE 13D

Item 1. Security and Issuer

(a) Title of Class of Securities:

Class A common shares, par value US$0.0001 per share

(b) Name of Issuer:

AIOS Tech Inc.

(c) Address of Issuer's Principal Executive Offices:

Room 407, Tower 2, Harbour Centre, 8 Hok Cheung Street, Hunghom, Kowloon, HONG KONG , 000000.

Item 2. Identity and Background

(a) This statement on Schedule 13D is being jointly filed by Swift Prime Limited ("SPL") and Guo Li (the "Reporting Persons").

(b) The business address of SPL is Craigmur Chambers , Road Town, Tortola VG1110, British Virgin Islands. The business address of Guo Li is Room 407, Tower 2, Harbour Centre, 8 Hok Cheung Street, Hunghom, Kowloon, Hong Kong.

(c) The principal business of SPL is investment holding. Guo Li serves as the sole director of SPL, and as a Director and Co-Chief Executive Officer of the Issuer.

(d) During the last five years, none of the Reporting Persons has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the last five years, none of the Reporting Persons has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and, as a result of such proceeding, is or was subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such law.

(f) SPL is a business company incorporated under the laws of British Virgin Islands. Guo Li is a citizen of The People's Republic of China.

Item 3. Source and Amount of Funds or Other Consideration

The information set forth in Item 4 and Item 5 of this Schedule 13D is incorporated herein by reference into this Item 3. The aggregate consideration for the acquisition of Class B Common Shares described in Item 5 was US$500. The transaction was funded by Guo Li with his personal funds. No part of the consideration was borrowed or otherwise obtained for the purpose of acquiring, holding, trading or voting the Class B Common Shares.

Item 4. Purpose of Transaction

The information set forth in Item 5 of this Schedule 13D is incorporated herein by reference into this Item 4. The Reporting Persons' acquisition of beneficial ownership of the Class B Common Shares was effected pursuant to a strategic equity issuance by the Issuer (the "Transaction"). The Transaction closed on July 14, 2026, upon the issuance of the 5,000,000 Class B Common Shares to SPL. As a result of the Transaction, Mr. Guo Li, through SPL, holds approximately 99.4% of the aggregate voting power of the Issuer, which constitutes a change in control of the Issuer. Mr. Guo Li serves as a Director and Co-Chief Executive Officer of the Issuer. The purpose of the Transaction is to establish a stable governance and control structure during a critical period of strategic transformation, thereby enabling the Issuer to implement its long-term strategic initiatives. The Transaction forms an integral part of the Issuer's strategic transformation plan as it transitions from its traditional business operations to a focus on artificial intelligence and technology services. The Reporting Persons have agreed that, for a period of five years from the date of issuance on July 14, 2026, the Class B Common Shares may not be transferred, sold, or otherwise disposed of without prior approval of the board of directors of the Issuer (the "Board"). Each Reporting Person may, from time to time, evaluate its position with respect to the Issuer and may take such actions as it deems appropriate in furtherance of the Transaction and the Issuer's strategic objectives, including changing its current intentions with respect to any or all matters required to be disclosed in this Schedule 13D, depending on various factors, including but not limited to the Issuer's business, prospects, financial position and strategic direction, and general economic and industry conditions. Consistent with the Transaction's strategic purposes, the Reporting Persons may engage in communications with, without limitation, one or more shareholders of the Issuer, management of the Issuer or one or more members of the Board regarding the Issuer's operations, prospects, business and financial strategies, strategic direction and transactions, assets and liabilities, business and financing alternatives and such other matters as the Reporting Persons may deem relevant to the Transaction and the Issuer's long-term development. Except as set forth in this Item 4 or Item 6 below, the Reporting Persons have no present plans or proposals that relate to or that would result in any of the actions specified in clauses (a) through (j) of Item 4 of Schedule 13D.

Item 5. Interest in Securities of the Issuer

(a) The responses of each of the Reporting Persons to Rows (7) through (13), including the footnotes thereto, of the cover pages of this Schedule 13D are hereby incorporated by reference in this Item 5. SPL directly holds 5,000,000 Class B Common Shares of the Issuer. Each Class B Common Share is convertible into one Class A Common Share at the option of the holder at any time, and the Reporting Persons are accordingly deemed to beneficially own 5,000,000 Class A Common Shares, representing approximately 60.6% of the Class A Common Shares outstanding on an as converted basis. Guo Li is the sole shareholder of SPL and is therefore deemed to beneficially own the securities held by SPL. The percentage of beneficial ownership of each Reporting Person is calculated in accordance with Rule 13d-3(d)(1)(i) under the Act and is based on 3,249,337 Class A Common Shares outstanding as of July 16, 2026, plus the 5,000,000 Class A Common Shares issuable upon conversion of the Class B Common Shares held by the Reporting Persons.

(b) SPL has the sole power to vote and to dispose of the Class B Common Shares reported in this Schedule 13D and the Class A Common Shares issuable upon conversion thereof. Mr. Guo Li, as the sole shareholder of SPL, may be deemed to have sole voting and dispositive power over such securities.

(c) On June 26, 2026, SPL entered into a share subscription agreement (the "Share Subscription Agreement") with the Issuer. Under the Share Subscription Agreement, SPL subscribed for 5,000,000 Class B Common Shares of the Issuer at a price of US$0.0001 per share, which is the par value of Class B Common Shares, for a total consideration of US$500. The Transaction closed on July 14, 2026, on which date the 5,000,000 Class B Common Shares were issued to SPL. SPL has voluntarily agreed that, for a period of five years from the date of issuance, the Class B Common Shares may not be transferred, sold, or otherwise disposed of without prior approval of the Board. Upon completion of the Transaction, Mr. Guo Li, through SPL, beneficially owns approximately 60.6% of the Issuer's outstanding Common Shares, representing approximately 99.4% of the aggregate voting power of the Issuer. Each Class A Common Share is entitled to one vote per share and each Class B Common Share is entitled to one hundred votes per share. Except as described in this Schedule 13D, none of the Reporting Persons has effected any transaction in the Common Shares during the past 60 days.

(d) To the best knowledge of the Reporting Persons, no one other than the Reporting Persons, or the holders of interests in the Reporting Persons, has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Class B Common Shares.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

The information set forth in Item 3, Item 4 and Item 5 of this Schedule 13D is incorporated by reference. Pursuant to Rule 13d-1(k) under the Act, the Reporting Persons have entered into a Joint Filing Agreement, dated July 16, 2026, pursuant to which they have agreed to the joint filing of this Schedule 13D and any amendments thereto; a copy is filed as Exhibit 1 to this Schedule 13D. In addition, SPL and the Issuer are parties to the Share Subscription Agreement described in Items 4 and 5 above, which includes a restriction for five years from the date of issuance on any transfer, sale or other disposition of the Class B Common Shares without prior approval of the Board. Except as described above or elsewhere in this Statement or incorporated by reference in this Statement, there are no contracts, arrangements, understandings or relationships (legal or otherwise) between the Reporting Persons and any person with respect to any securities of the Issuer, including, but not limited to, transfer or voting of any securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or losses, or the giving or withholding of proxies.

Item 7. Material to be Filed as Exhibits.

Exhibit 1: Joint Filing Agreement dated July 16, 2026 by and between the Reporting Persons Exhibit 2: Form of Share Subscription Agreement, dated June 26, 2026, by and between AIOS Tech Inc. and Swift Prime Limited

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Swift Prime Limited

Signature: /s/ Guo Li
Name/Title: Guo Li/Director
Date: 07/16/2026

Guo Li

Signature: /s/ Guo Li
Name/Title: Guo Li
Date: 07/16/2026

Exhibit 1

JOINT FILING AGREEMENT

(the “Agreement”)

In accordance with Rule 13d-1(k)(1) promulgated under the Securities Exchange Act of 1934, as amended, the undersigned hereby agree to the joint filing on behalf of each of them of a statement on Schedule 13D (including amendments thereto) with respect to the Class A common shares, par value US$0.0001 per share, of AIOS Tech Inc., a British Virgin Islands business company.

The undersigned further agree that this Agreement be included as an Exhibit to such joint filing. The undersigned acknowledge that each shall be responsible for the timely filing of any amendments to such joint filing and for the completeness and accuracy of the information concerning it contained herein and therein, but shall not be responsible for the completeness and accuracy of the information concerning the others, except to the extent that he or it knows or has reason to believe that such information is inaccurate.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned hereby execute this Agreement as of July 16, 2026.

Guo Li

By: /s/ Guo Li
Name: Guo Li

Swift Prime Limited

By: /s/ Guo Li
Name: Guo Li
Title: Director

Exhibit 2

FORM OF SHARE SUBSCRIPTION AGREEMENT

THIS AGREEMENT is made on June 26, 2026 between the following parties:

(1) Swift Prime Limited, a company duly incorporated and validly existing under the laws of the British Virgin Islands (the "**Subscriber**"); and

(2) AIOS Tech Inc., an exempt company with limited liability incorporated under the laws of British Virgin Islands (Nasdaq: AIOS) (the "**Company**").

The Subscriber and the Company are collectively referred to as the "**Parties**" and each a "**Party**."

1. SHARE SUBSCRIPTION

1.1 Subject to the terms and conditions of this Agreement, the Company shall issue to the Subscriber and the Subscriber shall subscribe from the Company, all of the title and interest in and to 5,000,000 Class B common shares of par value of US$0.0001 each in the share capital of the Company (the "**Subscription Shares**"), together with all rights, privilege and restrictions now and hereafter attaching thereto, with the consideration as set forth in Clause 3.

1.2 At the Closing, the Company shall deliver or cause to be delivered to the Subscriber one or more certificates in definitive form for the Subscription Shares, in such denomination or denominations and registered in such name or names (each, a "Designated Party") as the Subscriber requests upon notice to the Company at least two Business Days prior to the Closing Date. The Subscriber's obligation to pay the Purchase Price as defined in Section 3.1 shall be deferred and shall be satisfied in accordance with Section 3.1.

2. CONDITION PRECEDENT

2.1 The issuance and allotment of the Subscription Shares to the Subscriber in accordance with Clause 1 shall be a condition precedent to the Subscriber's obligation to pay the consideration ("**Condition Precedent**").

3. CONSIDERATION

3.1 The Parties agree that the total consideration of the Subscription Shares shall be US$0.0001 per Subscription Share and US$500 **("Purchase Price")** in total payable by the Subscriber to a bank account designated by the Company. The Purchase Price shall be paid within ten (10) days following the Closing Date. Any bank charges and currency conversion charges for transferring the fund shall be borne and paid by the Subscriber. The Purchase Price shall be paid within ten (10) days upon the satisfaction of the Condition Precedent.

3.2 Any taxation and governmental charges in connection with the issuance and allotments of the Subscription Shares and arising from the execution or performance of this Agreement shall be borne by the Subscriber.

4. THE SUBSCRIBER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

As of the date of this Agreement, the Subscriber makes the following representations, warranties and covenants to the Company:

4.1 It is incorporated and validly existing under the applicable law and has the right to execute this Agreement.

4.2 It warrants that it will actively work with the Company to complete all necessary formalities in relation to the issuance and allotment of the Subscription Shares pursuant to the applicable laws and regulations so as to ensure that the Subscriber legally own the Subscription Shares.

4.3 The signatory whose name appears under its name on the execution page of this Agreement is a duly authorized signatory of itself.

4.4 The Subscriber hereby covenants and agrees that for a period of five (5) years from the Closing Date (the "Lock-up Period"), none of the Subscription Shares shall be sold, transferred, assigned, pledged, hypothecated, or otherwise disposed of, directly or indirectly, without the prior written approval of the Board of Directors of the Company (the "Board"). Any such approval may be granted or withheld in the Board's sole and absolute discretion.

5. THE COMPANY'S REPRESENTATIONS, WARRANTIES AND COVENANTS

As of the date of this Agreement, the Company makes the following representations, warranties and covenants to the Subscriber:

5.1 It is incorporated and validly existing under the applicable law and has the right to own its property, to issue shares and to carry on the business as currently conducted and to execute this Agreement.

5.2 It has the legal right and full power and authority to enter into and perform this Agreement or any other documents in connection with this Agreement, which, when executed, will constitute valid and binding obligations on itself in accordance with their respective terms.

5.3 The signatory whose name appears under its name on the execution page of this Agreement is a duly authorized signatory of itself.

5.4 The execution of, and the performance by it of its obligations under, this Agreement and any other documents in connection with this Agreement will not:

5.4.1 result in a breach of any provision of its articles of association or any other constitutional document; and

5.4.2 result in a breach of any agreement, licence or other instrument, or result in a breach of any order, judgment or decree of any court, governmental agency or regulatory body to which it is a party or by which it or any of its assets is bound.

6. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and agreement of the Parties relating to the subject matter of this Agreement, and supersedes all previous oral and written representations, exchanges, understandings and agreements made or reached by and between the Parties up to and including the date of this Agreement. The Parties acknowledge and agree that, in entering into this Agreement, no Party has relied on any representation, warranty or undertaking which is not included in this Agreement.

7. SEVERABILITY

If any provision of this Agreement shall be illegal, or for any other reason unenforceable, such provision shall be deemed to be independent from the other provisions of this Agreement and shall not affect the effect or enforceability of such other provisions, which shall continue to be effective and enforceable in accordance with their terms.

8. ASSIGNMENT

No Party shall be entitled to assign the benefit of any provision of this Agreement without the prior written approval of the other Party and compliance with the applicable law.

9. COSTS AND CHARGES

Unless otherwise provided in this Agreement or agreed in writing by the Parties to this Agreement, each Party shall bear its own costs incurred by it in relation to the execution and implementation of this Agreement (including without limitation legal fees).

10. NOTICES

All notices shall be delivered either by hand, registered airmail or email to the following addresses (as the case may be):

Subscriber: Swift Prime Limited
Address: Craigmuir Chambers, Road Town, Tortola, VG 1110, British Virgin Islands.
Email: guoli@aiosinc.com
Attention：guoli@aiosinc.com

Company: AIOS Tech Inc.
Address: Room 407, Tower 2, Harbour Centre, 8 Hok Cheung Street, Hunghom, Kowloon, Hong Kong
Email: sylviakong@aiosinc.com
Attention: Sylvia Bit Hee Kong

Notices shall be deemed to have been delivered at the following times:

i. if by hand, on reaching the designated address subject to proof of delivery;

ii. if by courier, the fifth business day after the date of dispatch; and

iii. if by email, based on the date of the email shown in the incoming mailbox.

11. LIABILITY FOR BREACH OF AGREEMENT

11.1 If either Party terminates this Agreement without obtaining the consent of the other Party after the execution of this Agreement, such Party shall compensate the other Party for all direct and/or indirect losses incurred as a result thereof.

11.2 The liability for breach of this Agreement assumed by either Party shall not be discharged as a result of the termination/dissolution of this Agreement and/or the completion of the equity interest transfer formalities.

12. GOVERNING LAW AND SUBMISSION TO JURISDICTION

12.1 This Agreement shall be construed in accordance with and be governed by the laws of Hong Kong.

12.2 Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof shall be settled by arbitration in the Hong Kong International Arbitration Centre under the UNCITRAL Arbitration Rules in accordance with the Hong Kong International Arbitration Centre Procedures for the Administration of International Arbitration in force at the date of this Agreement. The arbitration shall be conducted in Chinese.

12.3 The award of the arbitral tribunal shall be final and binding upon the parties to the arbitration, and the prevailing party may apply to a court of competent jurisdiction for enforcement of such award.

13. COUNTERPARTS

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same original instrument. Any Party may enter into this Agreement by executing any such counterpart.

(The remainder of this page is intentionally left blank)

IN WITNESS whereof the Parties have executed this Agreement on the day and year first above written.

Subscriber:

Swift Prime Limited

By: /s/ Guo Li
Name: Guo Li
Title: Director

IN WITNESS whereof the Parties have executed this Agreement on the day and year first above written.

COMPANY:

AIOS Tech Inc.

By: /s/ Sylvia Bit Hee Kong

Name: Sylvia Bit Hee Kong

Title: Chief Financial Officer