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

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FORM 6-K

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

For the month of June 2026

Commission File Number: 001-40588

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Marti Technologies, Inc.

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Buyukdere Cd. No:237  
Maslak, 34485  
Sariyer/Istanbul, Türkiye  
(Address of principal executive office)

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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

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### EXPLANATORY NOTE

On June 5, 2026, Marti Technologies, Inc. (the “Company”) entered into Amendment No. 2 (“Amendment No. 2”) to the Note Subscription Agreement, dated April 16, 2025, as amended by Amendment No. 1 on October 31, 2025 (the “Note Subscription Agreement”), by and among the Company, Callaway Capital Management, LLC, and the subscribers party thereto.

Pursuant to Amendment No. 2, the parties amended, among other things, the definition of “Reset Conversion Rate” applicable to the Company’s 12.50% Convertible Senior Secured Notes due 2029. Specifically, the multiplier used in the calculation of the Reset Conversion Rate was reduced from 1.65 to 1.05. The reduction of the multiplier has the effect of lowering the effective conversion price applicable upon a reset event.

As of the date of the amendment, \$13.0 million principal amount of notes had been drawn, with \$10.0 million remaining available for future drawdowns. The amended Reset Conversion Rate applies to all notes outstanding and issuable under the Note Subscription Agreement, including the \$13.0 million principal amount drawn to date and any notes that may be issued pursuant to future drawdowns of the remaining \$10.0 million amount.

The foregoing description of Amendment No. 2 does not purport to be complete and is qualified in its entirety by reference to the full text of Amendment No. 2, which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

### INCORPORATION BY REFERENCE

The information included in this Report on Form 6-K, including Exhibit 10.1 hereto, is hereby incorporated by reference into the Company’s Registration Statements on Form F-3 (File Nos. [333-289486](#) and [333-273543](#)), and Registration Statements on Form S-8 (File Nos. [333-284162](#) and [333-274779](#)), and shall be a part thereof from the date on which this report is filed, to the extent not superseded by documents or reports subsequently filed or furnished.

EXHIBIT INDEX

Exhibit No.	Description of Exhibit
10.1	<a href="#">Amendment No. 2 to Note Subscription Agreement, dated June 5, 2026, by and among Marti Technologies, Inc., Callaway Capital Management, LLC and the subscribers party thereto.</a>

**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

**MARTI TECHNOLOGIES, INC.**

Date: June 10, 2026

By: /s/ Oguz Alper Öktem  
Name: Oguz Alper Öktem  
Title: Chief Executive Officer

## AMENDMENT NO. 2 TO NOTE SUBSCRIPTION AGREEMENT

This Amendment No. 2 to Note Subscription Agreement (this “**Amendment**”) is made and entered into effective as of June 5, 2026, by and between Marti Technologies, Inc., a Cayman Islands exempted company (f/k/a Galata Acquisition Corp.) (the “**Company**”), Callaway Capital Management, LLC (the “**Commitment Party**”) and 405 MSTV I LP, New Holland Tactical Alpha Fund LP, and Callaway Capital Management, LLC (together with the Commitment Party, each a “**Subscriber**”). Capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to such terms in the Note Subscription Agreement (as defined below).

**WHEREAS**, the Company and the Subscribers entered into that certain Note Subscription Agreement, dated April 16, 2025 (as amended by Amendment No. 1 thereto, dated October 31, 2025, the “**Note Subscription Agreement**”), pursuant to which, among others, the Subscriber agreed to subscribe for and purchase from the Company, and the Company agreed to issue and sell to the Subscriber certain convertible notes of the Company having the terms set forth in the Terms and Conditions set forth in Exhibit A thereto;

**WHEREAS**, in light of the current trading price of the Company’s Class A ordinary shares, and in connection with the remaining drawdowns under the Note Subscription Agreement, the Company, the Commitment Party, and the Subscribers desire to amend the Terms and Conditions to modify the multiplier used in the “Reset Conversion Rate” definition.

**NOW, THEREFORE**, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in accordance with the terms of the Note Subscription Agreement, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. **Amendment.** The parties hereby agree to amend the Terms and Conditions as follows: the definition of “Reset Conversion Rate” shall be amended by replacing it in its entirety with the following:

““Reset Conversion Rate” means 1,000 divided by the product of (A) Reset Price and (B) 1.05.”

2. **Miscellaneous.** The parties hereto hereby agree that Sections 8(a), 8(d), 8(e), 8(o), 8(p), 8(q), 8(r) and 8(w) of the Note Subscription Agreement shall apply to this Amendment, mutatis mutandis. Except as expressly provided in this Amendment, all of the terms and provisions in the Note Subscription Agreement are and shall remain unchanged and in full force and effect, on the terms and subject to the conditions set forth therein. This Amendment does not constitute, directly or by implication, an amendment or waiver of any provision of the Note Subscription Agreement, or any other right, remedy, power or privilege of any party, except as expressly set forth herein. Any reference to the Note Subscription Agreement or any other agreement, document, instrument or certificate entered into or issued in connection therewith shall hereinafter mean the Note Subscription Agreement, as amended by this Amendment. The Note Subscription Agreement, as amended by this Amendment, and the documents or instruments attached hereto or thereto or referenced herein or therein, constitutes the entire agreement between the parties with respect to the subject matter of the Note Subscription Agreement, and supersedes all prior agreements and understandings, both oral and written, between the parties with respect to its subject matter.

*{The remainder of this page is intentionally blank; the next page is the signature page.}*

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to Note Subscription Agreement as of the date first set forth above.

**COMPANY**

**MARTI TECHNOLOGIES, INC.**

By: /s/ Cankut Durgun  
Name: Cankut Durgun  
Title: President and Director

**COMMITMENT PARTY**

**CALLAWAY CAPITAL MANAGEMENT, LLC**

By: /s/ Daniel Freifeld  
Name: Daniel Freifeld  
Title: Managing Member

**SUBSCRIBERS**

**405 MSTV I LP**

By: /s/ Nick Rontiris  
Name: Nick Rontiris  
Title: General Counsel

**CALLAWAY CAPITAL MANAGEMENT, LLC**

By: /s/ Daniel Freifeld  
Name: Daniel Freifeld  
Title: Managing Member

**NEW HOLLAND TACTICAL ALPHA FUND LP**

By: /s/ Nick Rontiris  
Name: Nick Rontiris  
Title: General Counsel