

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

**FORM 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): **August 13, 2019**

**ACM Research, Inc.**

*(Exact Name of Registrant as Specified in its Charter)*

**Delaware**  
*(State or Other  
Jurisdiction of Incorporation)*

**001-38273**  
*(Commission  
File Number)*

**94-3290283**  
*(IRS Employer  
Identification No.)*

**42307 Osgood Road, Suite I  
Fremont, California**  
*(Address of Principal Executive Offices)*

**94539**  
*(Zip Code)*

Registrant's telephone number, including area code: **(510) 445-3700**

**Not Applicable**

*(Former Name or Former Address, If Changed Since Last Report)*

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading symbol	Name of each exchange on which registered
Class A Common Stock, par value \$0.0001 per share	ACMR	Nasdaq Global Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 or Rule 12b-2 of the Securities Exchange Act of 1934: Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Unless the context otherwise requires, references in this report to “we,” “our” and similar terms refer to ACM Research, Inc. and its subsidiaries. References to “ACM Research” refer to ACM Research, Inc. and references to “ACM Shanghai” are to ACM Research (Shanghai), Inc.

**Item 1.01. Entry into a Material Definitive Agreement.**

The information included under “Proposed Public Offering—Equity Purchase Agreement” in Item 8.01 below is incorporated into this Item 1.01.

**Item 7.01. Regulation FD.**

On August 13, 2019 we issued a press release announcing our intention to offer and sell shares of Class A common stock in an underwritten public offering. A copy of the press release is furnished herewith as Exhibit 99.01. This report does not constitute an offer to sell, or a solicitation of an offer to buy, any securities of ACM Research or any of its subsidiaries.

**Item 8.01. Other Events.**

**Proposed Public Offering**

***Announcement***

On August 13, 2019 we announced our intention to offer and sell \$30,000,000 of shares of Class A common stock in an underwritten public offering. We also expect to grant to the underwriters of the offering a 30-day option to purchase an additional \$4,500,000 of additional shares of Class A common stock. All of the shares in the offering are to be sold by us.

We intend to use the net proceeds from the offering for working capital and other general corporate purposes. To the extent the underwriters’ over-allotment option is exercised, we will apply the proceeds from that exercise to repurchase and retire, at a price per share equal to the net proceeds per share that we receive in the offering, shares of common stock from certain of our directors and officers (and an affiliate of an officer) in accordance with the equity purchase agreement described below.

***Equity Purchase Agreement***

On August 4, 2019 we entered into an equity purchase agreement with certain directors and officers and an entity affiliated with an officer. Pursuant to this agreement, if the underwriters exercise their over-allotment option to purchase shares of Class A common stock in connection with the proposed public offering described above, we will repurchase an equal number of shares of Class A common stock from those parties at a price equal to the net proceeds per share that we will receive from the offering, after the underwriting discount but before expenses. Any closing of the share repurchase will be contingent on the closing of the underwritten public offering and the exercise of the underwriters’ over-allotment option. The shares that we repurchase will be retired and returned to the status of authorized but unissued shares.

If the underwriters’ over-allotment option is exercised in full, we would pay to each of the following the indicated percentage of the net proceeds we receive upon such exercise: Sotheara Cheav, Vice President, Manufacturing of ACM Shanghai, 5.0%; Fuping Chen, Vice President, Sales—China of ACM Shanghai, 6.7%; Haiping Dun, Director, 10.7%; Chenming Hu, Director, 8.3%; Tracy Liu, Director, 0.8%; Shengxin (Shanghai) Management Consulting Limited Partnership, a PRC limited partnership owned by employees of ACM Shanghai, including Jian Wang, Vice President, Research and Development and brother of David H. Wang, 57.8%; and David H. Wang, Chair of the Board, Chief Executive Officer and President, 10.7%.

*The foregoing description of the terms of the equity purchase agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the agreement, which is included as Exhibit 10.01 to this report and is incorporated herein by reference.*

## **Market Data**

*The following contains statistical data and estimates, including forecasts, that are based on information provided by Gartner, Inc., or Gartner, in “Forecast: Semiconductor Wafer Fab Manufacturing Equipment (Including Wafer-Level Packaging), Worldwide, 2Q19 Update” (July 2019), or the Gartner Report, and Semiconductor Equipment and Materials International, or SEMI, in “SEMI 2019 Mid-Year Total Equipment Forecast – 2019 Market Reset With 2020 Recovery” (July 10, 2019), or the SEMI Release. The Gartner Report represents research opinions or viewpoints that are published, as part of a syndicated subscription service, by Gartner and are not representations of fact. The SEMI Release represents research opinions or viewpoints that were published, as part of a press release, by SEMI and are not representations of fact. Each of the Gartner Report and the SEMI Release speaks as of its original publication date (and not as of the date of this report), and the opinions expressed in the Gartner Report and the SEMI Release are subject to change without notice. While we are not aware of any misstatements regarding any of the data presented below, estimates, and in particular forecasts, involve numerous assumptions and are subject to risks and uncertainties, as well as change based on various factors, that could cause results to differ materially from those expressed in the data presented below.*

Gartner estimates that the global wafer fab equipment market (including wafer-level packaging) increased 16% from \$50.7 billion in 2017 to \$58.9 billion in 2018, but will decrease 22% to \$45.7 billion in 2019. SEMI forecasts that in 2020 the semiconductor manufacturing equipment market will recover on the strength of memory spending and new projects in the PRC, which will result in the PRC becoming the largest and fastest growing market for semiconductor manufacturing equipment in 2020.

Based on Gartner’s estimates, the market for global wafer cleaning equipment (auto wet stations, single-wafer processors and other clean process equipment) increased 20% from \$2.9 billion in 2017 to \$3.5 billion in 2018, but will decrease 24% to \$2.6 billion in 2019. We estimate, based on third-party reports and on customer and other information, that our tools currently address more than 50% of this global wafer cleaning equipment market.

## **Officers**

### ***Additional Officers***

In June 2019 the board of directors determined that each of Lisa Feng, our Chief Accounting Officer, Interim Chief Financial Officer and Treasurer, and Mark McKechnie, our Vice President of Finance, is an “officer” for the purposes of the requirements of Section 16 of the Securities Exchange Act of 1934.

Lisa Feng has served as our Chief Accounting Officer, Interim Chief Financial Officer and Treasurer since January 2018 and previously served as our Financial Controller from October 2017 to January 2018. From August 2008 to September 2017, she was Corporate Controller of Amlogic, Inc., a fabless semiconductor manufacturing company. Ms. Feng holds a bachelor’s degree from Southern Connecticut State University and a master’s degree from Golden Gate University.

Mark McKechnie has served as our Vice President of Finance since July 2018. From November 2014 to January 2018, he was Vice President of Investor Relations and Strategic Initiatives of Silver Spring Networks, Inc., a provider of “internet of things” connectivity platforms and solutions to utilities and cities. From July 2012 to November 2014, Mr. McKechnie served as Managing Director of Technology Equity Research of Evercore Partners, an independent investment banking advisory firm. Mr. McKechnie holds a bachelor’s degree from Purdue University and a master of business administration degree from The Kellogg School of Management at Northwestern University.

### ***Letter Agreement***

On June 12, 2019 we entered into a letter agreement with Mr. McKechnie with respect to compensation for his services as our Vice President of Finance. The letter agreement provides that Mr. McKechnie will receive an annual base salary of \$225,000 and, in the event we complete a qualifying public equity offering by December 31, 2019, a cash bonus equal to 0.5% of the aggregate unaffiliated gross proceeds we receive in the offering. In the event of termination of his employment other than for cause (as defined in the letter agreement), Mr. McKechnie will be entitled to receive, within 15 days after termination, a payment in cash equal to \$56,250, less the amount of any bonus paid as described in the preceding paragraph; and, to the extent available under our medical plan, a six-month extension of medical benefits in the form of COBRA reimbursements.

*The foregoing description of the terms of our letter agreement with Mr. McKechnie does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the agreement, which is included as Exhibit 10.02 to this report and is incorporated herein by reference.*

## Updated Disclosures

The following information is provided to revise disclosures previously (a) included in our Annual Report on Form 10-K for the year ended December 31, 2018, filed with the SEC on March 14, 2019 and as amended on Form 10-K on May 24, 2019, or the Form 10-K/A, or (b) incorporated by reference into the Form 10-K/A from our Definitive Proxy Statement on Schedule 14A, filed with the SEC on April 30, 2019, or the Proxy Statement.

- As of December 31, 2018, we had net operating loss carryforward amounts for U.S. federal income tax purposes totaling \$15.9 million, rather than \$17 million as previously reported. See “Risk Factors—Risks Related to Our Business and Our Industry—U.S. and state net operating loss carryforwards may be limited under applicable tax laws” at page 25 of the Form 10-K/A.
- For 2018 our free cash flow totaled \$4,838,000, rather than \$4,839,000 as previously reported. See the table entitled “Free Cash Flow” under “Management’s Discussion and Analysis of Financial Condition and Results of Operations—How We Evaluate Our Operations—Free Cash Flow” at page 50 of the Form 10-K/A.
- Our gross margin in 2017 was higher than in 2018 primarily due to one system that was manufactured under government subsidies and was sold in 2017 for \$1.8 million, rather than \$1.6 million as previously reported. See “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Results of Operations—Comparison of Year Ended December 31, 2018 and 2017” at page 58 of the Form 10-K/A.
- In 2018 ACM Shanghai received research and development grants from local and central PRC governmental authorities totaling \$544,000, rather than \$200,000 as previously reported. See “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources—Sources of Funds—Government Research and Development Grants” at page 61 of the Form 10-K/A.
- In 2018 we paid a bonus to David H. Wang, our Chief Executive Officer and President, of \$34,519, rather than \$139,824 as previously reported. Dr. Wang’s total compensation in 2018 is correct as previously reported. See “Summary Compensation Table” at page 28 of the Proxy Statement.
- In 2018 fees earned or paid in cash by the following non-employee directors were as follows: Tracy Liu, \$22,000; Zhengfan Yang, \$18,000; and Yinan Xiang, \$18,500. The total 2018 director compensation of each of Ms. Liu, Mr. Yang and Ms. Xiang is correct as previously reported. See “Non-Employee Director Compensation Table” at page 20 of the Proxy Statement.

### **Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<b>Exhibit</b>	<b>Description</b>
<a href="#">10.01</a>	Equity Purchase Agreement dated August 4, 2019 between ACM Research, Inc. and certain of its directors and executive officers and an officer affiliate
<a href="#">10.02*</a>	Letter agreement dated June 12, 2019 between ACM Research, Inc. and Mark McKechnie
<a href="#">99.01</a>	Press release issued August 13, 2019 with respect to a proposed public offering by ACM Research, Inc.

\* Schedule has been omitted pursuant to Item 601(a)(5) of Regulation S-K. We hereby undertake to furnish copies of the omitted schedule upon request by the Securities and Exchange Commission, *provided* that we may request confidential treatment pursuant to Rule 24b-2 of the Securities Exchange Act of 1934 for the schedule so furnished.

**SIGNATURE**

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, hereunto duly authorized.

ACM RESEARCH, INC.

By: /s/ David H. Wang  
David H. Wang  
Chief Executive Officer and President

Dated: August 13, 2019

## EQUITY PURCHASE AGREEMENT

THIS EQUITY PURCHASE AGREEMENT (this “*Agreement*”) is entered into as of August 4, 2019 by and among ACM Research, Inc., a Delaware corporation (the “*Company*”), and the several stockholders of the Company party hereto (each a “*Holder*” and collectively, the “*Holder*s”).

A. The Holders own, or have the right to acquire pursuant to outstanding, vested options, shares of the Company’s Class A common stock, \$0.0001 par value per share (“*Shares*”).

B. The Company proposes to conduct a public offering of Shares (the “*Offering*”) pursuant to an underwriting agreement (the “*Underwriting Agreement*”) to be entered into between the Company and Stifel, Nicolaus & Company, Incorporated, as representative of the underwriters named therein and, pursuant to the Underwriting Agreement, proposes to grant the Underwriters a 30-day over-allotment option to purchase additional Shares in a number not greater than 15% of the Shares to be offered in the Offering (the “*Over-Allotment Shares*”).

C. To the extent any Over-Allotment Shares are issued and sold to the Underwriters in accordance with the Underwriting Agreement, the parties to this Agreement intend that the Company apply its proceeds, net of underwriting discount, from the sale of such Over-Allotment Shares to repurchase from the Holders an aggregate number of Shares (“*Repurchase Shares*”) equal to the number of Over-Allotment Shares issued, at a purchase price per share equal to the public offering price per share paid to the Company to acquire the Over-Allotment Shares, net of underwriting discount (the “*Purchase Price*”), and otherwise in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements set forth herein, and intending to be legally bound hereby, the parties hereto agree as follows:

### 1. Repurchases.

(a) At or before each closing held under the Underwriting Agreement for the issuance and sale by the Company of any Over-Allotment Shares to the Underwriters (each an “*Over-Allotment Closing*”), the Company shall provide written notice (a “*Repurchase Notice*”) to each Holder of:

- (i) the number of Repurchase Shares that the Company will purchase from such Holder as the result of the Company’s sale of Shares in connection with such Over-Allotment Closing, as determined in accordance with SCHEDULE I to this Agreement, and
- (ii) a time and date, which date shall be no earlier than three calendar days after delivery of such notice and no later than five calendar days after the date of such Over-Allotment Closing, at which, subject to satisfaction or waiver of the conditions set forth herein, each Holder shall transfer, assign, sell and convey to the Company all of such Holder’s right, title and interest in and to, and the Company shall purchase, the number of Repurchase Shares specified in the Repurchase Notice (each a “*Repurchase Closing*”)

(b) Each Repurchase Closing shall take place remotely via the exchange of documents and signatures at the time and on the date specified in the applicable Repurchase Notice. At a Repurchase Closing:

- (i) each Holder shall deliver to the Company a duly executed stock power relating to the Holder’s Repurchase Shares to be sold, together with such other documents or instruments as the transfer agent for the Shares may request (which request may include a requirement that transfer forms be medallion guaranteed) to effect the transfer of such Repurchase Shares to the Company; and
- (ii) the Company agrees to pay to each such Holder, by either wire transfer (in accordance with written instructions to be provided by the Holder) or check at the election of the Company, an amount in cash (U.S. dollars, unless otherwise expressly agreed upon in writing by the Company and the Holder) equal to the number of Repurchase Shares being sold by the Holder multiplied by the Purchase Price.

(c) Each Holder agrees to pay all stamp, stock transfer and similar duties, if any, in connection with its sale of Repurchase Shares to the Company in accordance with this Agreement. The Company shall have the right to withhold from any amount payable pursuant to Section 1(b)(ii) any federal, state, local or other taxes in order for the Company to satisfy any withholding tax obligation it may have under any applicable law or regulation. The Company and a Holder may agree that the Company shall withhold additional amounts from the payment to be made by the Company pursuant to Section 1(b)(ii), including to offset the exercise price of stock options being exercised in connection with the sale of Repurchase Shares hereunder or to make a repayment of indebtedness of the Holder to the Company that is a condition to the proposed sale of Repurchase Shares hereunder.

## 2. **Representations and Warranties of the Company.**

The Company hereby represents and warrants to each Holder, as of the date of this Agreement and the date of any Repurchase Closing, as follows:

(a) *Existence and Power.* The Company has been duly organized and is validly existing and in good standing as a corporation under the laws of the State of Delaware, with the requisite corporate power and authority to execute and deliver this Agreement and consummate the transactions and perform each of its obligations hereunder.

(b) *Authority; Enforceability.* The execution and delivery of this Agreement by the Company and the consummation by the Company of each of the transactions and the performance by the Company of each of its obligations contemplated hereby have been duly and properly authorized by all necessary corporate action on the part of the Company. This Agreement has been duly executed and delivered by the Company and constitutes the valid and legally binding obligation of the Company, enforceable against it in accordance with its terms, subject, as to enforceability, to bankruptcy, insolvency, reorganization, moratorium and other similar laws of general applicability relating to or affecting creditors' rights and to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(c) *No Conflicts.* The compliance by the Company with this Agreement and the consummation of the transactions herein contemplated will not (i) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company is a party or by which the Company is bound or to which any of the property or assets of the Company is subject, or (ii) violate any provision of the certificate of incorporation or by-laws, as applicable, of the Company, except, in the case of clause (i), as would not reasonably be expected to have a material adverse effect on the financial position, stockholders' equity or results of operations of the Company, taken as a whole, in the case of each such clause, after giving effect to any consents, approvals, authorizations, orders, registrations, qualifications, waivers and amendments as will have been obtained or made as of the date of Closing; and no consent, approval, authorization, order, registration or qualification of or with any such court or governmental agency or body is required for the execution, delivery and performance by the Company of its obligations under this Agreement, including the consummation by the Company of the transactions contemplated by this Agreement, except where the failure to obtain or make any such consent, approval, authorization, order, registration or qualification would not reasonably be expected to have a material adverse effect on the financial position, stockholders' equity or results of operations of the Company.

### 3. Representations and Warranties of the Holders.

Each Holder, severally but not jointly, represents and warrants to the Company, as of the date of this Agreement and the date of any Repurchase Closing at which such Holder sells Repurchase Shares, as follows:

(a) *Enforceability.* This Agreement has been duly executed and delivered by such Holder and constitutes the valid and legally binding obligation of such Holder, enforceable against such Holder in accordance with its terms, subject, as to enforceability, to bankruptcy, insolvency, reorganization, moratorium and other similar laws of general applicability relating to or affecting creditors' rights and to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(b) *No Conflicts.* The sale of the Repurchase Shares to be sold by such Holder hereunder and the compliance by such Holder with all of the provisions of this Agreement and the consummation of the transactions contemplated herein (i) will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any statute, indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which such Holder is a party or by which such Holder is bound or to which any of the property or assets of such Holder is subject, (ii) nor will such action result in any violation of the provisions of any statute or any order, rule or regulation of any court or governmental agency or body having jurisdiction over such Holder or the property of such Holder; except in the case of clause (i) or clause (ii), for such conflicts, breaches, violations or defaults as would not impair in any material respect the consummation of such Holder's obligations hereunder.

(c) *Ownership of Repurchase Shares.* As of the date hereof and immediately prior to the delivery of Repurchase Shares to the Company at a Repurchase Closing, such Holder is and will be the record and beneficial owner of the Repurchase Shares set forth opposite such Holder's name on SCHEDULE I hereto with full dispositive power thereover, and holds, and will hold, such Repurchase Shares free and clear of all mortgages, pledges, security interests, liens, claims, encumbrances, equities or other restrictions. Upon payment for the Repurchase Shares to be sold by such Holder in accordance with the terms and conditions of this Agreement, the Company will acquire good and valid title to such shares free and clear of all mortgages, pledges, security interests, liens, claims, encumbrances, equities or other restrictions.

(d) *Independent Investigation.* Such Holder has received all of the information that it considers necessary or appropriate for deciding whether to sell the Repurchase Shares and has had the opportunity to ask questions and receive answers from the Company. Such Holder has the requisite knowledge, sophistication and experience in order to fairly evaluate a disposition of the Repurchase Shares to be sold by such Holder hereunder, including the risks associated therewith.

### 4. Conditions to Closing.

(a) *Conditions to Obligations of the Company.* The obligation of the Company to purchase the Repurchase Shares from a Holder at a Repurchase Closing hereunder is subject to the satisfaction or waiver on or prior to the Closing Date of each the following conditions:

(i) No action, claim, suit, hearing, complaint, demand, injunction, litigation, judgment, arbitration, order, decree, ruling or governmental investigation or proceeding shall be pending or threatened by any Governmental Entity, and no such Governmental Entity shall have issued any injunction, judgment or order, which shall remain in effect, that would prevent the consummation of the transactions contemplated hereby. As used herein, the term "*Governmental Entity*" means any agency, bureau, commission, authority, department, official, political subdivision, tribunal or other instrumentality of any government, whether (A) regulatory, administrative or otherwise; (B) federal, state or local; or (C) domestic or foreign.

(ii) The representations and warranties of such Holder contained in this Agreement and in any other writing delivered by such Holder pursuant hereto shall be true and correct in all material respects on and as of the date hereof and on and as of the Repurchase Closing, as applicable, as though made on and as of such date.

(iii) The Company and the Underwriters shall have entered into the Underwriting Agreement and the Underwriters shall have exercised the Over-Allotment Option.

(b) *Conditions to Obligations of Holders.* The obligation of each Holder to sell Repurchase Shares at a Repurchase Closing hereunder is subject to the satisfaction or waiver at or prior to the Repurchase Closing of each the following conditions:

(i) No action, claim, suit, hearing, complaint, demand, injunction, litigation, judgment, arbitration, order, decree, ruling or governmental investigation or proceeding shall be pending or threatened by any Governmental Entity, and no such Governmental Entity shall have issued any injunction, judgment or order, which shall remain in effect, that would prevent the consummation of the transactions contemplated hereby.

(ii) The Company shall have performed in all material respects all of its obligations hereunder required to be performed by it on or prior to the Closing Date.

(iii) The representations and warranties of the Company contained in this Agreement shall be true and correct in all material respects on and as of the date hereof and at and as of the Repurchase Closing, as though made on and as of such date.

5. **Governmental Filings.** Each Holder shall make all filings with any Governmental Entity required by such Holder in connection with the execution and delivery by such Holder of this Agreement and the consummation by such Holder of the transactions contemplated hereby, including all filings with the Securities and Exchange Commission required pursuant to the Securities Exchange Act of 1934, as amended.

## 6. **General Provisions.**

(a) *Entire Agreement.* This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes, terminates, and replaces all prior or contemporaneous negotiations, representations, understandings, discussions, offers, and agreements, written or oral, between the parties regarding such subject matter, including the Equity Purchase Agreement dated June 24, 2019 by and among the parties to this Agreement.

(b) *Notices.* All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of (a) personal delivery to, or other actual receipt by, the party to be notified and (b) when sent, if sent by electronic mail during normal business hours of the recipient, or, if not sent during the recipient's normal business hours, then on the recipient's next business day. All communications shall be sent to the Company at its address or e-mail address as set forth below, to a Holder at the address or e-mail address as set forth opposite the Holder's signature on the signature page hereto, or to such other address or e-mail address of a party as subsequently modified by written notice given in accordance with this Section 6.

If to the Company: ACM Research, Inc.  
42307 Osgood Road, Suite I  
Fremont, California 94539  
Attention: Vice President of Finance  
Email: mark@acmrcsh.com

(c) *Amendments and Waivers.* Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(d) *Successors and Assigns.* The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(e) *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without reference to its conflict of laws principles.

(f) *Section Headings.* The captions and headings appearing at the beginning of the various sections of this Agreement are for convenience of reference only and shall not be given any effect whatsoever in the construction or interpretation of this Agreement.

(g) *Enforcement.* The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in any action instituted in any court of the United States or any state thereof having jurisdiction over the parties and the matter, this being in addition to any other remedy to which they are entitled at law or in equity.

(h) *Severability.* Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

(i) *Termination.* This Agreement may be terminated with respect to any Holder at any time by the mutual written consent of the Company and such Holder. Notwithstanding any provision in this Agreement to the contrary, this Agreement shall terminate (A) in the event that the representative of the Underwriters, on the one *hand*, or the Company, on the other hand, advises the other in writing, prior to the execution of the Underwriting Agreement that it has determined not to proceed with the Offering, (B) if the Underwriting Agreement is terminated or (C) if the Underwriting Agreement has not been executed and delivered by the parties thereto on or before September 30, 2019. If this Agreement is terminated, the Company will have no obligation to purchase the Repurchase Shares and the Holders will have no obligation to sell the Repurchase Shares hereunder, and no party will have any further obligation hereunder.

(j) *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any party may execute this Agreement by the delivery of a facsimile signature, which signature shall have the same force and effect as an original signature. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, [www.docuSign.com](http://www.docuSign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(k) *Waiver.* K&L GATES LLP, COUNSEL TO THE COMPANY, DRAFTED THIS AGREEMENT AND SUCH COUNSEL IS ACTING ONLY AS COUNSEL TO THE COMPANY AND NOT AS COUNSEL TO ANY OF THE HOLDERS. EACH OF THE HOLDERS WAS ADVISED TO, AND HAD THE OPPORTUNITY TO, CONSULT WITH THEIR OWN INDEPENDENT SEPARATE COUNSEL IN CONNECTION WITH THEIR REVIEW AND EXECUTION OF THIS AGREEMENT.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed as of the date first written above.

ACM RESEARCH, INC.

By: \_\_\_\_\_ /s/ David H. Wang

Name: David H. Wang

Title: President and Chief Executive Officer

SHENGXIN (SHANGHAI) MANAGEMENT CONSULTING LIMITED PARTNERSHIP

By: \_\_\_\_\_ /s/ Jian Wang

Name: Wang, Jian

Title: General Partner

*Address: Redacted*

*Email: Redacted*

SOTHEARA CHEAV

\_\_\_\_\_/s/ Sotheara Cheav

*Signature*

*Address: Redacted*

*Email: Redacted*

FUPING CHEN

\_\_\_\_\_/s/ Fuping Chen

*Signature*

*Address: Redacted*

*Email: Redacted*

HAIPING DUN

/s/ Haiping Dun

---

*Signature*

*Address: Redacted*

*Email: Redacted*

CHENMING HU

/s/ Chenming Hu

---

*Signature*

*Address: Redacted*

*Email: Redacted*

TRACY LIU

/s/ Tracy Liu

---

*Signature*

*Address: Redacted*

*Email: Redacted*

DAVID H. WANG

/s/ David H. Wang

---

*Signature*

*Address: Redacted*

*Email: Redacted*

SCHEDULE I

The proceeds, net of underwriting discount, received by the Company from sales of up to an aggregate of 295,826 Over-Allotment Shares, without regard to the number of Over-Allotment Closings at which those Over-Allotment Shares were issued and sold, shall be used to purchase Repurchase Shares from the several Holders in accordance with the indicated percentages:

<b>Holder</b>	<b>Percentage</b>
Sotheara Cheav	5.0%
Fuping Chen	6.7%
Haiping Dun	10.7%
Chenming Hu	8.3%
Tracy Liu	0.8%
Shengxin (Shanghai) Management Consulting Limited Partnership	57.8%
David H. Wang	10.7%
	100.0%

If the cumulative number of Over-Allotment Shares issued and sold by the Company exceeds 295,826, then the proceeds, net of underwriting discount, from the sale of any additional Over-Allotment Shares shall be used to purchase Repurchase Shares from the following Holders in accordance with the indicated percentage allocations:

<b>Holder</b>	<b>Percentage</b>
Haiping Dun	50.0%
David H. Wang	50.0%
	100.0%

June 12, 2019

Mark A. McKechnie  
[Address]

Dear Mark:

We are pleased to set forth the terms of your continuing employment in the full-time position of Vice President of Finance of ACM Research, Inc. (“ACM”), reporting to ACM’s Chief Executive Officer and President (the “CEO”) and Board of Directors (the “Board”). We are excited about the prospect of having you continue as a member of our team.

1. Position and Duties.

(a) As Vice President of Finance of ACM, you will continue to undertake and assume the responsibilities, and have those powers and authorities, customarily associated with the position of Vice President of Finance. You agree that you will devote your full working time and efforts to the performance of your duties on behalf of ACM and will comply with the written policies of ACM and the directions of the CEO and the Board. On or before December 31, 2019, the Board, in its sole discretion, will determine, based upon your performance of your duties as Vice President of Finance, whether to appoint you to the position of Chief Financial Officer of ACM. Your total compensation and employment contract will be adjusted and mutually agreed at that time to reflect the expanded responsibilities.

(b) Notwithstanding the foregoing, ACM agrees that you may (i) serve on corporate, trade group, civic or charitable boards or committees, (ii) deliver lectures, fulfill speaking engagements or teach at educational institutions or programs, and (iii) passively invest personally in any business in a private capacity where no conflict of interest exists between such investment and the business of ACM, so long as such activities described in clauses (i) through (iii) do not, whether individually or in the aggregate, interfere with your performance of your obligations under this offer letter.

2. Start Date and Compensation.

(a) Your salary will be at an initial monthly rate of US\$18,750.00 (an annualized rate of US\$225,000.00), paid in accordance with such customary payroll practices of ACM as are established or modified from time to time, except that two-thirds of your salary shall be paid in U.S. dollars and one-third of your salary shall be paid in Chinese Renminbi, in such manner as you and ACM shall agree.

(b) You will be entitled to receive a cash bonus as follows:

(i) For purposes of this paragraph 2(b):

(A) “Qualifying Offering” has the meaning set forth in Schedule I hereto; and

(B) “Unaffiliated Gross Proceeds” means gross proceeds from sales of Shares to persons or entities other than any person or entity who (A) purchased shares of ACM common stock prior to November 7, 2017, (B) purchased Shares in the concurrent private placements completed on November 7, 2017, (C) is an officer or other employee of ACM or any of its subsidiaries, (D) is a member of the board of directors or advisory board of ACM, or (E) is an affiliate of any of the foregoing.

---

(ii) If the firm-commitment portion of a Qualifying Offering is closed by December 31, 2019 and you continue to be employed by ACM as of the date of such closing, then you will be entitled to receive, within 15 days after closing, a cash bonus in the amount of 0.5% of the aggregate Unaffiliated Gross Proceeds received by ACM upon (A) the closing of the firm-commitment portion of the Qualifying Offering and (B) one or more closings held by January 31, 2020 for sales of Shares by ACM pursuant to an over-allotment option granted to the underwriters of such Qualifying Offering.

(iii) If a Qualifying Offering is not closed by December 31, 2019 and either (A) the lead underwriter of a proposed Qualifying Offering has advised ACM that market conditions were the reason a Qualifying Offering was not closed by December 31, 2019 or (B) ACM's total revenue for 2019 is less than \$100,000,000, then the Board will consider and determine, in its discretion, whether to continue to seek to complete a Qualifying Offering and, if so, whether to extend the timeline of your bonus agreement in paragraph 2(b)(ii) from December 31, 2019 to a date no later than March 29, 2020.

(c) ACM will pay or reimburse you for reasonable non-air travel and for entertainment or other expenses incurred by you in the furtherance of or in connection with the performance of your duties as Vice President of Finance in accordance with ACM's policies and practices as in effect from time to time. In addition, ACM will pay to you:

- (i) on the last day of each calendar month, a total of RMB6,000 (or, for the first and last month of employment, a pro rata portion thereof) for expenses associated with rental housing in Shanghai; and
- (ii) upon request made in connection with your booking of round-trip airline tickets for your travel between the United States and Shanghai for non-business purposes, the cost to you of such ticket (booked in accordance with ACM's travel policies and practices as in effect from time to time) of up to two such tickets in 2019 and up to three such tickets in each succeeding calendar year.

All expense reimbursements shall be subject to ACM's expense reimbursement policies and practices as in effect from time to time.

3. Benefits. You will be eligible to participate in benefits programs to the same extent as, and subject to the same terms, conditions and limitations applicable to, other similarly situated ACM employees. In addition, ACM agrees that it will obtain supplemental insurance in the United States for your benefit for any health-related costs you incur, including those incurred in order to utilize the services of a health care provider in the United States of your choice, to the extent such costs are not covered by ACM's benefit plans. Your participation in ACM's benefits plans will be subject to (a) the terms and conditions of the applicable plan documents, (b) generally applicable ACM policies, and (c) the discretion of the Board or any administrative or other committee provided for in, or contemplated by, each such plan. ACM may alter, add to, modify or delete its employee benefits plans at any time it determines in its sole judgment to be appropriate. You will be entitled, in addition to the holidays during which ACM is closed and for which ACM employees are paid, to fifteen days of paid vacation for each full calendar year of employment with ACM, to be accrued and subject to ACM's vacation policies and practices as in effect from time to time.

---

4. At-Will Employment. Your employment with ACM will be on an “at-will” basis, which means that either you or ACM may terminate the employment relationship at any time, for any or no reason, with or without cause, and with or without prior notice. Notwithstanding the preceding sentence, this offer letter is intended to create a binding agreement of the parties regarding the employment relationship, including the benefits and stock rights described in this offer letter.

5. Severance. If your employment is terminated by ACM other than for Cause (as defined below) prior to December 31, 2019, then you will be entitled to receive

- (a) within 15 days after termination, a payment in cash equal to \$56,250 less the amount of any bonus paid to you pursuant to paragraph 2(b); and
- (b) to the extent available under ACM’s medical plan, an extension of medical benefits (including, if so available, spousal or family coverage for which you are enrolled as of the date of termination) for six months in the form of COBRA reimbursements.

For these purposes, “Cause” means the occurrence of any of the following events: (i) you being convicted of any felony or any crime involving fraud, dishonesty or moral turpitude; (ii) your theft or embezzlement of funds of ACM or any of its subsidiaries; (iii) your material violation of a material term of this offer letter, the Invention and Non-Disclosure Agreement referenced in paragraph 8, any policy of ACM of which you had been provided notice, or any statutory duty owed to ACM; (iv) your unauthorized use or disclosure of confidential information or trade secrets that causes material harm to ACM; or (v) your gross misconduct that causes material harm to ACM.

6. Indemnification. You will be entitled to indemnification to the fullest extent permitted by Delaware law and subject to ACM’s certificate of incorporation and bylaws, as amended and/or restated from time to time. Your existing Indemnification Agreement with ACM, dated July 9, 2018, shall continue in full force and effect after the date hereof, in accordance with its terms.

7. No Further Obligations/Taxes. Except as set forth in this offer letter or other applicable agreements, ACM will have no other obligations to you upon the cessation of your employment other than payment for (a) any accrued but unused vacation through the termination date, (b) reimbursement for any outstanding business or other expenses reimbursable as expressly set forth in this offer letter, subject to this offer letter and ACM’s reimbursement policies and practices as then in effect, and (c) any other compensation, bonus and benefits earned but not yet received by you, subject to any applicable benefit plans, policies or practices. All payments and benefits described in this offer letter will be subject to applicable tax withholdings.

8. No Conflicting Obligations/Invention and Non-Disclosure Agreement. You hereby verify that the performance of your duties as Vice President of Finance of ACM does not and will not breach any agreement entered into by you prior to employment with ACM (that is, you have not entered into any agreements with previous employers or other third parties that are in conflict with your obligations to ACM). Your existing Invention and Non-Disclosure Agreement, dated July 9, 2018, in favor of ACM, shall continue in full force and effect after the date hereof, in accordance with its terms.

---

## 9. Arbitration.

(a) To the fullest extent permitted by applicable law, all disputes, controversies, or claims between you and ACM whether arising prior to your employment with ACM, during employment, or after termination of your employment, including the construction or application of the terms of this offer letter and whether any dispute, controversy or claim is subject to arbitration hereunder, will be resolved by binding arbitration governed by the Federal Arbitration Act, in accordance with the substantive laws of the State of California for agreements made and to be performed in California. The arbitration will be administered by JAMS pursuant to its Employment Arbitration Rules and Procedures (the “Rules”) as then in effect, except as otherwise provided herein. A current copy of the Rules, including any modifications to the Rules, can be reviewed at <https://www.jamsadr.com/rules-employment-arbitration/>. By signing this offer letter, you confirm that you can and are able to access the Rules such that appending them to this offer letter is not necessary and that failing to append them will not affect enforceability of this offer letter. The arbitration procedures described herein apply to all disputes between you and ACM.

(b) The disputes covered by this arbitration provision include claims of breach of contract (express or implied), wrongful termination, harassment, discrimination (including race, color, religion, sex, national origin, age, disability, sexual orientation, marital status and pregnancy), violation of public policy, compensation and benefits claims, tort claims, such as defamation, fraud and invasion of privacy, unfair competition, misappropriation of trade secrets and claims for violation of any federal, state or local law, statute, regulation or ordinance, including the Fair Employment and Housing Act of the State of California, the California Labor Code, the California Wage Orders, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, the Age Discrimination in Employment Act, the Family and Medical Leave Act, the California Family Rights Act, the Equal Pay Act and the Employee Retirement Income Security Act (ERISA).

(c) Notwithstanding the foregoing, these arbitration procedures do not apply to Workers' Compensation claims, to any claims or charges that may be filed under the National Labor Relations Act, Employment Development Department claims, or any claims that may not be subject to resolution by binding arbitration under state or federal law. In addition, nothing herein shall prevent you from filing and pursuing proceedings before the California Department of Fair Employment and Housing, or the United States Equal Employment Opportunity Commission (although if such a claim is pursued following the exhaustion of such administrative remedies, that claim would be subject to these arbitration provisions). Further, if either party's claim is within the jurisdictional limit of the small claims court at the time of filing the claim (currently \$10,000), the party asserting such claim may opt out of these arbitration procedures and elect to pursue the claim in small claims court.

(d) Any arbitration will be held in San Jose, California, before one independent and neutral arbitrator selected by the parties or appointed per the Rules. Consistent with the efficiencies of arbitration, the arbitrator may allow for the hearing of any motions, including motions for summary judgment or summary adjudication of any claims being pursued by you or ACM. Resolution of the dispute will be based solely upon the law governing the claims and defenses pleaded. Fees and costs charged by JAMS or the arbitrator will be borne by ACM, except if you initiate arbitration, you will be required to pay an arbitration fee equivalent to the cost of filing a civil complaint in the Superior Court of the County in which the arbitration is to occur to the extent such payment can be made without rendering this Section 9 unenforceable. Nothing herein, however, will preclude the arbitrator from awarding fees and costs at the conclusion of the arbitration in accordance with law or contract.

---

(e) The parties will be entitled to discovery reasonably sufficient to adequately arbitrate the claims and defenses, including access to essential documents and witnesses. The arbitrator will have the power to grant any relief to the parties that they would otherwise have available to them in a court of law, including an award of monetary damages, temporary, preliminary or permanent injunctive relief, or any extraordinary relief where necessary and appropriate. The arbitrator will issue a written arbitration decision that will reveal the essential findings and conclusions on which the award is based. Subject to limited judicial review as may be required by law for binding arbitrations, the award of the arbitrator will be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

(f) Except as otherwise required under applicable law,

(i) you and ACM expressly intend and agree that class action and representative action procedures will not be asserted, nor will they apply, in any arbitration pursuant to this provision;

(ii) you and ACM agree that each will not assert class action or representative action claims against the other in arbitration or otherwise; and

(iii) you and ACM will only submit your own, individual claims in arbitration and will not seek to represent the interests of any other person or entity.

(g) Any demand for arbitration must be in writing and made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based upon such claim, dispute or other matter would be barred by the applicable statute of limitations. **EACH OF YOU AND ACM KNOWINGLY WAIVES THE RIGHT TO A JURY TRIAL.**

#### 10. Miscellaneous.

(a) This offer letter, together with the Indemnification Agreement referenced in paragraph 6 and the Invention and Non-Disclosure Agreement referenced in paragraph 8, set forth the complete and sole understanding regarding the terms of your employment and supersede any and all other agreements, negotiations, discussions, proposals or understandings, whether oral or written, previously entered into, discussed or considered by the parties. This letter may not be modified except by a written agreement signed by you and approved by the Board.

(b) This offer letter may not be amended or modified except by a written agreement signed by you and duly authorized officers (other than you) of ACM.

(c) This offer letter shall be governed by and construed in accordance with the laws of the State of California (without reference to the conflicts of laws provisions thereof).

(d) This offer letter may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, *e.g.*, [www.docusign.com](http://www.docusign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

---

(e) For purposes of this offer letter, (i) headings used in this offer letter are for convenience of reference only and shall not, for any purpose, be deemed a part of this offer letter and (ii) the words “include” and “including” shall not be construed so as to exclude any other thing not referred to or described.

Sincerely,

/s/ David H. Wang

---

David H. Wang  
Chief Executive Officer and President

*Accepted and Agreed:*

/s/ Mark A. McKechnie

---

Mark A. McKechnie

---



**ACM Research Announces  
Proposed Public Offering of Class A Common Stock**

FREMONT, California, August 13, 2019 (GlobeNewswire) – ACM Research, Inc. (“ACM”) (NASDAQ: ACMR), a provider of single-wafer wet cleaning equipment used by manufacturers of advanced semiconductors, announced today that it intends to offer and sell \$30 million of shares of its Class A common stock in an underwritten public offering. ACM expects to grant the underwriters a 30-day option to purchase up to \$4.5 million of additional shares of Class A common stock. All of the shares are to be sold by ACM. The offering is subject to market and other conditions, and there can be no assurance as to whether or when the offering may be completed, or as to the actual size or terms of the offering.

ACM intends to use the net proceeds from the offering for working capital and other general corporate purposes, except that ACM will use net proceeds from any sale of shares pursuant to an exercise of the underwriters’ option to repurchase and retire shares of Class A common stock from certain of ACM’s directors and officers (and an affiliate of an officer) at a price per share equal to the net proceeds per share received by ACM in the offering.

Stifel and Needham & Company are acting as joint book-running managers for the offering.

A shelf registration statement on Form S-3 (No. 333-228734) relating to the shares of Class A common stock proposed to be issued in the offering was filed with the U.S. Securities and Exchange Commission (the “SEC”) and is effective. A preliminary prospectus supplement and accompanying base prospectus relating to the offering will be filed with the SEC and will be available on the SEC’s website at [www.sec.gov](http://www.sec.gov). Copies of the preliminary prospectus supplement and accompanying base prospectus may also be obtained, when available, from Stifel, Nicolaus & Company, Incorporated, Attention: Syndicate, One Montgomery Street, Suite 3700, San Francisco, California 94104, by telephone at 415-364-2720 or by email at [syndprospectus@stifel.com](mailto:syndprospectus@stifel.com) or from Needham & Company, LLC, Attention: Syndicate Prospectus Department, 250 Park Avenue, 10th Floor, New York, New York 10177, by telephone at 800-903-3268, or by email at [prospectus@needhamco.com](mailto:prospectus@needhamco.com).

This press release does not constitute an offer to sell or a solicitation of an offer to buy the securities described in this release, nor shall there be any sale of these securities in any state or other 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 other jurisdiction.

**About ACM Research, Inc.**

ACM develops, manufactures and sells single-wafer wet cleaning equipment, which semiconductor manufacturers can use in numerous manufacturing steps to remove particles, contaminants and other random defects, and thereby improve product yield, in fabricating advanced integrated circuits.

**Forward-Looking Statements**

This press release contains “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995 regarding the proposed public offering and the intended use of proceeds from the offering. These forward-looking statements are subject to risks and uncertainties that may cause actual results to differ materially, including market conditions, risks associated with the cash requirements of ACM’s business and other risks detailed from time to time in ACM’s filings with the SEC. The offering is subject to market and other conditions, and there can be no assurance as to whether or when the offering may be completed, or as to the actual size or terms of the offering. The forward-looking statements represent ACM’s views only as of the date they are made and should not be relied upon as representing ACM’s views as of any subsequent date. ACM does not assume any obligation to update any forward-looking statements.

The ACM logo is a trademark of ACM Research, Inc. All rights reserved.

Contact:      The Blueshirt Group  
                  Ralph Fong  
                  +1 (415) 489-2195  
                  [ralph@blueshirtgroup.com](mailto:ralph@blueshirtgroup.com)

---