

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): May 18, 2021

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. ☐

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

On May 18, 2021, we entered into a Termination Agreement with Xinxin (Hongkong) Capital Co., Limited, or Xinxin, providing for the termination of our Nominating and Voting Agreement dated as of October 11, 2017 with Xinxin and the several individuals and entities listed on Schedule I thereto.

Prior to the termination of the Nominating and Voting Agreement, Xinxin had the right to designate one individual for nomination to the board of directors. Zhengfan Yang was designated by Xinxin pursuant to the nomination and voting agreement and was initially appointed as a member of the board in January 2018. Mr. Yang served and will continue to serve as a director until the 2021 Annual Meeting of Stockholders to be held on June 2, 2021. Neither Mr. Yang nor any other designee of Xinxin has been nominated for election at the 2021 Annual Meeting.

*The foregoing summary of the Termination Agreement is qualified in its entirety by reference to the text of the Termination Agreement, which is being filed as Exhibit 10.01 to this report and which is incorporated in this report by reference.*

**Item 9.01 Financial Statements and Exhibits.****(d) Exhibits.**

Exhibit	Description
<a href="#">10.01</a>	Termination Agreement between ACM Research, Inc. and Xinxin (Hongkong) Capital Co., Limited, dated as of May 18, 2021
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

## 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/ Mark McKechnie

Mark McKechnie

Chief Financial Officer and Treasurer

Dated: May 21, 2021

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## TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT dated as of May 18, 2021 is entered into with respect to the Nomination and Voting Agreement (the "*Agreement*"), dated as of October 11, 2017, by and among ACM Research, Inc., Xinxin (Hongkong) Capital Co., Limited, and the several individuals and entities named on SCHEDULE I thereto.

Notwithstanding any other provision of the Agreement, the parties hereto agree that the Agreement shall terminate effective as of the date hereof. Upon such termination of the Agreement, no party to the Agreement shall have any further obligations or liabilities under the Agreement, *provided that* (i) such termination of the Agreement shall not relieve any such party from liability for any breach of the Agreement occurring prior to such termination and (ii) the provisions of Section 10 of the Agreement shall survive such termination of the Agreement.

The internal laws of the State of Delaware, irrespective of its conflicts of law principles, shall govern the validity of this Termination Agreement, the construction of its terms, and the interpretation and enforcement of the rights and duties of the parties hereto.

IN WITNESS WHEREOF, each of the parties has executed this Termination Agreement or caused the same to be executed by its duly authorized representative as of the date first written above.

ACM RESEARCH, INC.

By: David H. Wang  
Chief Executive Officer and President

XINXIN (HONG KONG) CAPITAL CO., LIMITED

By: Name:  
Title: