

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 7, 2026

Microvast Holdings, Inc.
(Exact name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-38826
(Commission File number)

83-2530757
(IRS Employer
Identification No.)

2929 Briarpark Drive, Suite 400
Houston, Texas 77042
(Address of Principal Executive Offices, including Zip Code)

(281) 491-9505
(Registrant's Telephone Number, Including Area Code)

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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

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. ☐

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

Title of each class	Trading Symbol(s)	Name of exchange on which registered
Common stock, par value \$0.0001 per share	MVST	The Nasdaq Stock Market LLC

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Appointment of New Chief Accounting Officer

On August 6, 2026, the Company entered into an offer of employment with Derek Liu, pursuant to which Mr. Liu will serve as the Company’s Chief Accounting Officer (the “CAO Offer Letter”). Mr. Liu is expected to commence employment with the Company on or about August 7, 2026.

Mr. Liu, age 56, previously served as Chief Financial Officer at Silvercorp Metals Inc. from 2015 to 2025. In addition, during his time as Chief Financial Officer at Silvercorp Metals Inc, Mr. Liu served as Controller from 2006 to 2010. Mr. Liu also served as Chief Financial Officer at Canickel Mining Limited from 2011 to 2014. Mr. Liu holds a Master of Business Administration from Laurentian University, a Bachelor of Economics from Shenzhen University and a Diploma of Technology in Financial Management, Advanced Accounting from the British Columbia Institute of Technology.

Pursuant to the CAO Offer Letter, Mr. Liu’s annual base salary will be \$350,000, his target annual bonus opportunity will be 50% of his annual base salary, subject to achievement of individual and Company performance measures, and he will be eligible to participate in the Company’s long-term incentive plan, employee benefits, and paid time off policies.

There are no arrangements or understandings between Mr. Liu and any other person pursuant to which Mr. Liu was appointed as Chief Accounting Officer of the Company. There are no family relationships between Mr. Liu and any director or executive officer of the Company, and he has no interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

The above description of the CAO Offer Letter is a summary and is qualified in its entirety by the full text of the CAO Offer Letter, a copy of which is attached hereto as Exhibit 10.1 and incorporated by reference into this Item 5.02.

Item 9.01 Financial Statement and Exhibits

(d) Exhibits

Exhibit No.	Description
10.1	Offer Letter, dated as of August 6, 2026, by and between Microvast Holdings, Inc. and Derek Liu.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

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

MICROVAST HOLDINGS, INC.

Date: August 7, 2026

By: /s/ Yang Wu

Name: Yang Wu

Title: Chief Executive Officer

August 06, 2026

Derek Liu

Re: Offer of Employment

Dear Derek,

Microvast, Inc. (the “Company”) is pleased to offer you employment according to the terms outlined herein.

Position. Your title will be Chief Accounting Officer of Microvast Holdings, Inc. (“Microvast Holdings” and, together with its direct and indirect subsidiaries, “Microvast”), the Company’s parent. You will report directly to the Microvast’s Chief Financial Officer (the “Supervisor”). A summary of your anticipated duties and responsibilities is included as Exhibit A. This position is full-time and exempt under the Fair Labor Standards Act, which means that you are not eligible for overtime pay for working more than 40 hours in a workweek.

Start Date; Work Location. We anticipate your first day of employment with us will be August 7, 2026, or such other date as we may mutually agree. Your primary work location will be Microvast Headquarters in Houston, TX, or such other location as reasonably require you to perform your duties.

Compensation. Your initial compensation is summarized below. Please note that the Company may modify compensation and benefits from time to time as it deems necessary or appropriate.

1. **Base Salary.** Your annual base salary will be **\$350,000**, less customary withholding and elective deductions. Your base salary will be paid according to the Company’s normal payroll practices, which are currently bi-weekly.
2. **Incentives.** Your target short-term incentive opportunity is expected to be 50% of your base salary. You will also be eligible for consideration to be granted equity or other long-term incentive awards. Any such awards will be at the complete discretion of the Compensation Committee of the Board of Directors of Microvast Holdings.

Benefits. Beginning on the start date, you will be eligible to participate in any benefits plans offered to the employees of the Company generally. The Company may modify benefits policies from time to time, as it is necessary.

Additional Terms and Conditions.

3. **Restrictive Covenants.** As a condition of employment, you will be expected to abide by all company policies, procedures, rules and regulations, and you will be required to sign an Employee Confidentiality and Invention Assignment Agreement.

In addition, by signing this letter, you represent and warrant to the Company that you are not bound by any agreement with a previous employer or other party which you would in any way violate by accepting employment with the Company or performing your duties as an employee of the Company. You further represent and warrant that, in the performance of your duties with the Company, you will not utilize or disclose any confidential information in breach of an agreement with a previous employer or any other party.

4. Employment “At-Will.” Your employment with the Company is “at-will,” meaning that either you or the Company may terminate the employment relationship at any time, for any reason, with or without cause and with or without notice. Neither this letter nor any of its terms creates an obligation on the part of the Company, either express or implied, to employ you for a specific period of time or any specific treatment. Although your job duties, title, compensation and benefits, as well as the Company’s personnel policies and procedures, may change from time to time, the “at will” nature of your employment may only be changed by a written agreement signed by you and the President of the Company, which expressly states the intention to modify the at-will nature of your employment.
5. Non-disparagement. You agree never to make or otherwise communicate any defamatory, disparaging or otherwise negative verbal or written comments regarding Microvast or any of its present or former affiliates. You will not disparage Microvast or its current or former directors, officers, employees, agents or affiliates or otherwise take any action that could be reasonably expected, or that have the purpose and effect, to adversely affect in any manner (a) the conduct of Microvast or (b) the business reputation, goodwill or relationships of Microvast. This Section 5 does not, in any way, restrict or impede you from exercising protected rights to the extent that such rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation or order. Nothing herein will preclude you from testifying truthfully in a legal proceeding if called upon to do so.
6. Expense Reimbursement. The Company will reimburse you for reasonable business expenses in accordance with its travel and expense reimbursement policies and procedures.
7. Entire Agreement. This letter constitutes the entire agreement between you and Microvast relating to this subject matter, and it supersedes all prior or contemporaneous agreements, discussions, understandings, negotiations or representations, whether oral or written, express or implied, relating to the subject matter of this letter or your employment with Microvast. This letter may not be modified or amended except by a specific, written arrangement signed by you and Microvast.
8. Governing Law; Venue. The resolution of any disputes under this letter will be governed by the laws of the state of Texas. You agree that mandatory venue for any lawsuit arising out of your employment with the Company shall be in the federal or state courts sitting in Harris County, Texas.
9. Severability. If court of competent jurisdiction determines that any other provision of this offer letter is invalid, void, illegal or unenforceable, then such court will modify or replace the language of such provision with a valid and enforceable provision, but only to the minimum extent necessary to render this provision legal and enforceable. All remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.
10. Background Check. This offer is contingent upon your successful completion of an enhanced background verification process and reference checks.

We look forward to having you join the Microvast team.

Sincerely,

/s/ Rodney Worthen

Rodney Worthen
Chief Financial Officer

Acceptance

I understand and accept the terms of this offer of employment.

/s/ Derek Liu

Derek Liu

August 07, 2026

Date

EXHIBIT A

Job Summary

The Chief Accounting Officer will lead the enterprise global accounting, reporting, and controls functions while maintaining a deeply technical, hands-on role in daily execution. Reporting directly to the Chief Financial Officer, this executive drives the integrity of global financial reporting, oversees SOX compliance, and manages accounting operations across multi-entity international structures. This role requires a unique blend of corporate governance and granular execution; the successful candidate will personally author technical position papers, execute complex consolidations, and directly troubleshoot accounting workflows alongside the team to support the business expansion.

Key Responsibilities

- Lead global financial reporting and ensure the timely delivery of external requirements, including monthly, quarterly, and annual consolidations and SEC filings.
- Personally research, analyze, and author formal technical accounting position papers on complex transactions for management, the audit committee, and external auditors.
- Maintain a hands-on role in the general ledger by directly preparing, calculating, and inputting complex manual journal entries and multi-entity global consolidations.
- Design, implement, and oversee the operation of the enterprise-wide system of internal controls to maintain rigorous SOX compliance across domestic and foreign subsidiaries.
- Serve as the primary technical expert on US GAAP, IFRS, and China Accounting Standards, ensuring compliance across all international business activities.
- Act as a direct functional backup for operational accounting tasks, including reviewing transactional accounting entries, subsidiary account reconciliations, budget vs actual variance explanations, verifying bank reconciliations, and support AP/AR/Fixed Asset, Inventory and Consolidation Accounting workflows when necessary.
- Compile and organize detailed financial source data to assist the tax team with statutory reporting, tax-related accounting estimates and entries and cash tax exposure optimization.
- Act as the lead point of contact for external audit firms, personally building and defending the analytical working papers required for efficient reviews and audits.
- Manage and directly participate in the implementation, upgrade, and optimization of ERP systems, specifically SAP/S4Hana and QuickBooks, ensuring accurate data mapping and systems integration.
- Partner with executive leadership on capital market activities, financial due diligence, and post-acquisition accounting integration.
- Mentor and develop a high-performance global accounting team, fostering a culture of technical execution and collaboration.

Qualifications & Skills

- Minimum of 15 years of progressive accounting experience, with a proven track record of handling complex financial reporting in a public company environment.
- Active U.S. CPA certification is required.
- Big 4 public accounting experience is strongly preferred.
- Deep operational expertise in US GAAP, IFRS, CAS, SEC regulations, and SOX frameworks.
- Demonstrated history of direct system execution, with advanced proficiency in entering data, generating reports, and configuring workflows within SAP/S4Hana.
- Advanced Excel capabilities for complex financial modeling, multi-currency data manipulation, and cost reduction analysis.
- Ability to operate effectively as both a strategic financial leader and a meticulous individual doer in a fast-paced environment.