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

Form 6-K

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

For the month of December 2025

Commission File Number: 001-38261

Kaixin Holdings

(Registrant's name)

**Complex Building Room 211
18 Dong Quan Avenue
Luoyang Town, Taishun County
Wenzhou, Zhejiang Province
People's Republic of China**
(Address of principal executive office)

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

CONTENTS

Entry into a Definitive Securities Purchase Agreement

On December 2, 2025, Kaixin Holdings (“Kaixin” or “the Company”), Zhejiang Kaixin Auto Co., Ltd. (the “Purchaser”), a wholly owned subsidiary of the Company, the sole shareholder (the “Seller”) of the Target Company (as defined below) and Escrow Agent (as defined below) entered into a securities purchase agreement (the “Purchase Agreement”). Pursuant to the Purchase Agreement, the Purchaser agreed to acquire the entire equity interest (the “Sale Shares”) in Zhejiang Ordinary Smile Auto Sales Co., Ltd. (the “Target Company”), in return, the Company agreed to issue up to an aggregate of \$15 million newly issued Class A ordinary shares to the Seller as consideration (the “Consideration Shares”), which shall be held in escrow and be released subject to a five-year-performance targets as set forth in the Purchase Agreement. Upon completion, the Target Company will become an indirect wholly owned subsidiary of the Company.

The Target Company is a company incorporated in People’s Republic of China and engages in automobile wholesale and retail business.

In connection with the Purchase Agreement, the Company, the Purchaser, the Seller and AUTOA2A, LTD., a company incorporated in the British Virgin Islands (the “Escrow Agent”), entered into an escrow agreement (the “Escrow Agreement”). Pursuant to the Escrow Agreement, the Escrow Agent was appointed by both of the Purchaser and the Seller to maintain and operate an escrow account. The Consideration Shares will be deposited into the escrow account by the Company and released in five tranches subject to five-year performance targets as set forth:

Performance Targets

December 1, 2025 to November 30, 2026, the Target Company shall generate audited revenue of not less than RMB 665,000,000.

December 1, 2026 to November 30, 2027, the Target Company shall generate audited revenue of not less than RMB 732,000,000.

December 1, 2027 to November 30, 2028, the Target Company shall generate audited revenue of not less than RMB 805,000,000.

December 1, 2028 to November 30, 2029, the Target Company shall generate audited revenue of not less than RMB 885,000,000.

December 1, 2029 to November 30, 2030, the Target Company shall generate audited revenue of not less than RMB 974,000,000.

During the five-year-performance assessment period, the Seller shall be entitled to receive dividends declared by the Company and vote rights.

The Consideration Shares are subject to adjustment. If the Seller fails to meet the agreed performance target in any assessment period, the number of shares released for such period (one-fifth of the Consideration Shares) will be deducted according to an agreed formula. Such deducted Consideration Shares will be cancelled by the Company. Conversely, if in any assessment period the Seller exceeds the performance target by more than 50%, such excess revenue can be credited to offset prior shortfalls in any previous performance assessment period.

Copies of the Purchase Agreement and the Escrow Agreement are attached as Exhibits 99.1 and 99.2 herein respectively, to this Current Report on Form 6-K. The foregoing descriptions of the Purchase Agreement, the Escrow Agreement and the transaction contemplated thereby do not purport to be complete and are qualified in their entirety by reference to Exhibits 99.1 and 99.2 to this Current Report on Form 6-K, respectively, and incorporated by reference herein. This content does not constitute an offer to sell or the solicitation of an offer to buy these securities, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of any such jurisdiction.

Incorporation By Reference

This Report on Form 6-K and any exhibits hereto shall be deemed to be incorporated by reference into the registration statements on Form F-3 (File No. 333-291748) and Form S-8 (File No. 333-291281) of the registrant and to 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.

Safe Harbor Statement

This Report may contain forward-looking statements. These statements are made under the "safe harbor" provisions of the U.S. Private Securities Litigation Reform Act of 1995. These forward-looking statements can be identified by terminology such as "will," "expects," "anticipates," "future," "intends," "plans," "believes," "estimates" and similar statements. Kaixin may also make written or oral forward-looking statements in its filings with the U.S. Securities and Exchange Commission ("SEC"), in its annual report to shareholders, in press releases and other written materials and in oral statements made by its officers, directors or employees to third parties. These forward-looking statements and their implications are based on the current expectations of the management of the Company only and are subject to a number of factors and uncertainties that could cause actual results to differ materially from those described in the forward-looking statements. Except as otherwise required by law, the Company undertakes no obligation to publicly release any revisions to these forward-looking statements to reflect events or circumstances after the date hereof or to reflect the occurrence of unanticipated events. More detailed information about the risks and uncertainties affecting the Company is contained under the heading "Risk Factors" in the Company' annual report on Form 20-F for the fiscal year ended December 31, 2024 filed with the Securities and Exchange Commission, or SEC, which is available on the SEC's website, www.sec.gov, and in subsequent filings made by the Company with the SEC.

Exhibit Index

<u>Exhibit</u>	<u>Description</u>
99.1	Securities Purchase Agreement dated December 2, 2025
99.2	Escrow Agreement dated December 2, 2025

SIGNATURES

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

Kaixin Holdings

Date: December 2, 2025

By: /s/ Yi Yang

Name: Yi Yang

Title: Chief Financial Officer

SECURITIES PURCHASE AGREEMENT

Party A: Kaixin Holdings

Party B: Zhejiang Kaixin Auto Co., Ltd.

Party C: Fangle Lai

Party D: AUTOA2A, LTD.

WHEREAS:

1. Party A is a company listed on NASDAQ, registered in the Cayman Islands. Party B is a wholly-owned subsidiary of Party A, registered in Taishun, Wenzhou, China, engaged in the research, development, production, and sales of automobiles. Party C is the sole owner of 100% of the equity of Zhejiang Ordinary Smile Auto Sales Co., Ltd. (the "Target Company"), registered in Wenzhou, China, engaged in the automobile wholesale and retail business, with strong market presence and promising future development prospects. Party D is a company registered in the British Virgin Islands, responsible for acting as the escrow agent to manage the consideration shares stipulated under this Agreement.
 2. Party B intends to acquire 100% of the equity in the Target Company held by Party C, and Party A will issue a number of ordinary shares as consideration for this acquisition. Upon completion of the acquisition, the Target Company will become a subsidiary controlled by Party B.
 3. To protect the interests of all parties involved in the acquisition and promote the steady development of the post-acquisition company's business, the parties agree to structure the considerations as follows: Party A will issue and grant 15 million Class A ordinary shares of its own (the "Consideration Shares") as stipulated in this Agreement. The parties unanimously agree that these shares shall be held in escrow by Party D as the Escrow Agent, and the specific terms of escrow shall be set forth in a separately executed Escrow Agreement. The shares shall be released to Party C in batches based on the Target Company's actual performance during the assessment periods, and shall be adjusted in accordance with the conditions agreed herein.
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4. Party C commits to using its best efforts to make the Target Company achieve the operational performance targets set forth in this Agreement over the next five assessment years, which will serve as the basis for the annual adjustment and release of the Consideration Shares.

NOW, THEREFORE, the parties hereby agree as follows through friendly consultation based on the principles of equality, mutual benefit, honesty, and credibility:

ARTICLE 1 DEFINITIONS

1.1 Consideration Shares: Refers to the 15 million Class A ordinary shares issued by Party A, a NASDAQ-listed company, as consideration for Party B's acquisition of 100% of the equity of the Target Company, to be granted to Party D pursuant to this Agreement.

1.2 Escrow Agent: Refers to Party D, AUTOA2A, LTD., a company registered in the British Virgin Islands, responsible for acting as the independent escrow agent to manage the Consideration Shares under this Agreement and to release and transfer them to Party C in batches during the performance assessment period according to the conditions stipulated in this Agreement and the Escrow Agreement.

1.3 Target Company: Refers to Zhejiang Ordinary Smile Auto Sales Co., Ltd., registered in Wenzhou, China, engaged in the automobile wholesale and retail business.

1.4 Performance Assessment Period: Refers to five consecutive fiscal years, from December 1, 2025, to November 30, 2030.

1.5 Performance Targets: Refers to the annual revenue targets listed in Article 4 of this Agreement.

1.6 Escrow Agreement: Refers to the separate agreement to be jointly executed by the parties regarding the escrow, release, and other matters related to the Consideration Shares under this Agreement.

ARTICLE 2 THE ACQUISITION

2.1 Party B shall acquire 100% of the equity in the Target Company held by Party C.

2.2 The consideration for this acquisition shall be 15 million Class A ordinary shares issued by Party A, a listed company on NASDAQ. These shares shall be granted to Party D, the Escrow Agent, for management and shall be released and transferred to Party C in batches during the assessment period, in accordance with the conditions stipulated in this Agreement and the Escrow Agreement.

ARTICLE 3 SHARE GRANT AND RIGHTS

3.1 Party A agrees to grant 15 million Class A ordinary shares of its own to Party D, the Escrow Agent, and Party D agrees to accept such grant. The Consideration Shares shall be held and managed by Party D as the Escrow Agent and released to Party C annually during the five-year Performance Assessment Period based on actual performance and adjusted according to this Agreement and the Escrow Agreement.

3.2 Party C shall enjoy the dividend and voting rights attached to the Consideration Shares during the escrow period.

ARTICLE 4 PERFORMANCE TARGETS

4.1 Party C irrevocably commits and guarantees that the Target Company shall achieve the following Performance Targets during the Performance Assessment Period:

- First Assessment Year: December 1, 2025, to November 30, 2026
- Operating Revenue: Not less than RMB 665 Million
- Second Assessment Year: December 1, 2026, to November 30, 2027
- Operating Revenue: Not less than RMB 732 Million
- Third Assessment Year: December 1, 2027, to November 30, 2028
- Operating Revenue: Not less than RMB 805 Million
- Fourth Assessment Year: December 1, 2028, to November 30, 2029
- Operating Revenue: Not less than RMB 885 Million
- Fifth Assessment Year: December 1, 2029, to November 30, 2030
- Operating Revenue: Not less than RMB 974 Million

4.2 The aforementioned Performance Targets must be confirmed by an accounting firm approved by Party A.

ARTICLE 5 SHARE ADJUSTMENT AND RELEASE MECHANISM

5.1 Phased Release Mechanism: Within sixty (60) days after the end of each Assessment Year, provided that the Target Company has achieved the Performance Target for that year, as confirmed by a written report from an accounting firm approved by Party A, Party D, the Escrow Agent, shall release one-fifth of the Consideration Shares to Party C in accordance with the terms of the Agreement and the Escrow Agreement.

5.2 Performance Adjustment Mechanism:

(1) If the actual Operating Revenue of the Target Company in any Assessment Year fails to meet the specified target, the number of shares releasable in that year shall be reduced according to the following formula:

Deductible Shares = (Target Operating Revenue - Actual Operating Revenue) / Target Operating Revenue × One-fifth of the Consideration Shares. Such deductible shares shall be returned to Party A by Party D without compensation upon the expiration of this Agreement for cancellation.

(2) If the actual Operating Revenue of the Target Company in any Assessment Year exceeds the specified target, 50% of the excess amount may be used to offset any shortfall in the Operating Revenue of any previous Assessment Year.

The number of additional shares eligible for offset shall be calculated by dividing the excess amount of Operating Revenue by the Target Operating Revenue of the particular period times One-fifth of the Consideration Shares, and the Escrow Agent shall release such additional shares to Party C pursuant to the Agreement and the Escrow Agreement.

5.3 Under exceptional circumstances, the quantity and timing of shares to be released may be adjusted upon mutual written agreement by all parties.

ARTICLE 6 COST BEARING

All taxes and fees (including but not limited to income tax, stamp duty, registration fees, legal fees, audit fees, etc.) arising from the grant, escrow management, and transfer of the Consideration Shares shall be borne by the respective parties according to the laws and regulations of the People's Republic of China and the place where the shares are listed. Unless otherwise agreed in this Agreement, other expenses incurred by the parties in performing this Agreement shall be borne by themselves.

ARTICLE 7 REPRESENTATIONS AND WARRANTIES

7.1 Party A warrants that it has the full right to dispose of the Consideration Shares, and said shares are free from any rights or defects.

7.2 Party C and Party D warrant that they have the legal capacity and authority to execute this Agreement and to accept the share grant. Party C warrants that it will use its best commercial efforts to make the Target Company achieve the Performance Targets.

7.3 Each party warrants that all information provided to the other parties is true, accurate, and complete.

ARTICLE 8 LIABILITY FOR BREACH OF AGREEMENT

8.1 If Party C breaches its performance commitments, Party A shall have the right to suspend the release of shares and demand that Party C compensate for the losses incurred by Party A as a result thereof.

8.2 If Party A and/or Party D, without a justified reason, refuse or delay cooperation in the release of shares that meet the release conditions, for each day of delay, they shall pay a penalty to Party C calculated at 0.01% of the market value of the shares not released. The total penalty shall not exceed 5% of the total market value of the shares not released.

8.3 Any party that breaches other terms of this Agreement shall compensate the non-breaching party for all losses suffered as a result.

ARTICLE 9 CONFIDENTIALITY OBLIGATIONS

9.1 The parties shall maintain perpetual confidentiality regarding the existence, content, performance of this Agreement, and any trade secrets of the other parties learned in connection with this Agreement.

9.2 No party shall disclose any content of this Agreement to any third party without the prior written consent of the other parties.

ARTICLE 10 GOVERNING LAW AND DISPUTE RESOLUTION

10.1 The execution, validity, interpretation, performance, and dispute resolution of this Agreement shall be governed by the laws of the People's Republic of China.

10.2 Any dispute arising from or in connection with this Agreement shall first be resolved through friendly negotiation. If negotiation fails, any party shall have the right to submit the dispute to the China International Economic and Trade Arbitration Commission (CIETAC) for arbitration in accordance with its rules in effect at the time of applying for arbitration. The place of arbitration shall be Shanghai. The arbitral award is final and binding upon all parties.

ARTICLE 11 MISCELLANEOUS

11.1 Effectiveness: This Agreement shall take effect from the date of signature and sealing (if applicable) by the legal representatives or authorized representatives of all parties.

11.2 Amendment: Any amendment or supplement to this Agreement requires the written consent of all parties.

11.3 Notices: All notices under this Agreement shall be sent in writing to the addresses stated on the first page of this Agreement. Notice shall be deemed effectively given on the third day after sending by courier.

11.4 Severability: If any provision of this Agreement is deemed invalid or unenforceable, it shall not affect the validity of the remaining provisions.

11.5 Counterparts: This Agreement is executed in four (4) counterparts, with Party A, Party B, Party C, and Party D each holding one (1) counterpart, all having equal legal effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date indicated below.

Date: December 2, 2025

Party A: Kaixin Holdings

Party B: Zhejiang Kaixin Auto Co., Ltd.

Party C: Fangle Lai

Party D: AUTOA2A, LTD.

ESCROW AGREEMENT

Escrow Agent: AUTOA2A, LTD.

Party A: Kaixin Holdings

Party B: Zhejiang Kaixin Auto Co., Ltd.

Party C: Fangle Lai

WHEREAS:

1. Party A, Party B, Party C, and the Escrow Agent have entered into a Securities Purchase Agreement dated December 2, 2025 (the "SPA"), pursuant to which Party B will acquire 100% of the equity in the Target Company held by Party C, with the consideration being 15 million Class A ordinary shares issued by Party A.
2. The parties agree that such Consideration Shares (the "Escrow Shares") shall be held in escrow by the Escrow Agent under the terms of this Agreement and released to Party C in batches based on the conditions set forth in the SPA.
3. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the SPA.

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE 1 ESCROW ARRANGEMENTS

- 1.1 Party A agrees to, within fifteen (15) business days after the effective date of this Agreement, cause the Consideration Shares under the SPA to be issued under the name of the Escrow Agent (the "Escrow Account").
 - 1.2 The Escrow Agent accepts the appointment by Party A, B, and C to act as the independent Escrow Agent for the benefit of all parties hereto, to hold and manage the Escrow Shares in the Escrow Account pursuant to the terms of this Agreement.
 - 1.3 During the Escrow Period, the Escrow Agent does not own the Escrow Shares; rather, the Escrow Agent shall have the right to exercise rights related to the management of the Escrow Shares in accordance with this Agreement. Party C shall enjoy the dividend and voting rights attached to the Escrow Shares during the Escrow Period, and the Escrow Agent shall provide all necessary assistance to facilitate the exercise of such rights by Party C.
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ARTICLE 2 ESCROW PERIOD

The escrow period under this Agreement shall commence on the date the initial Escrow Shares are issued to the Escrow Agent. It shall continue until all Escrow Shares have been released or returned in accordance with the terms of this Agreement.

ARTICLE 3 RELEASE MECHANISM

3.1 Release Conditions: The Escrow Agent may only initiate the release procedure upon simultaneously receiving the following documents:

- (a) A written report from an accounting firm approved by Party A, confirming that the Target Company has achieved the Performance Target for the corresponding Assessment Year; and
- (b) A joint written instruction from Party A and Party B confirming the quantity of shares to be released for the current period (including any adjustments made pursuant to Article 5 of the SPA).

3.2 Release Procedure: Within ten (10) business days after receiving all documents specified in Clause 3.1, the Escrow Agent shall effect the transfer of the corresponding number of shares according to the quantity and recipient information detailed in said written instruction. Handling fees and relevant taxes incurred shall be borne by the recipient, unless otherwise stipulated in the SPA.

3.3 Dispute Handling: If a dispute arises among the parties regarding the quantity of shares to be released, the Escrow Agent has the right to suspend action until it receives a written settlement agreement signed by all parties or an effective ruling from the competent arbitral institution or court.

ARTICLE 4 RIGHTS AND OBLIGATIONS OF THE ESCROW AGENT

4.1 The Escrow Agent shall perform its escrow duties in good faith and ensure the safety of the Escrow Shares.

4.2 Except for the purposes of this Agreement or to comply with applicable law, the Escrow Agent shall not sell, transfer, pledge, or otherwise dispose of the Escrow Shares.

4.3 The Escrow Agent shall act solely based on the explicit stipulations of Article 3 of this Agreement. It assumes no responsibility for reviewing any disputes under the SPA and shall not be liable to any party for acting in accordance with this Agreement.

4.4 The Escrow Agent is entitled to charge an escrow fee of \$5,000 per year during the escrow period.

ARTICLE 5 LIABILITY FOR BREACH

5.1 If the Escrow Agent breaches this Agreement by disposing of the Escrow Shares without authorization or failing to release the shares according to the conditions herein, it shall compensate the other parties for direct losses incurred as a result.

5.2 The Escrow Agent shall not be liable for any delay in the release of shares caused by the failure of Party A or Party B to provide the written instruction required under Article 3 in a timely manner. Liability for such delay shall be governed by the SPA.

ARTICLE 6 GOVERNING LAW AND DISPUTE RESOLUTION

6.1 The execution, validity, interpretation, performance, and dispute resolution of this Agreement shall be governed by the laws of the People's Republic of China.

6.2 Any dispute arising from or in connection with this Agreement shall be resolved in accordance with the dispute resolution mechanism stipulated in Article 10.2 of the SPA.

ARTICLE 7 MISCELLANEOUS

7.1 This Agreement shall become effective upon signature by all parties.

7.2 This Agreement is executed in four (4) counterparts, with the Escrow Agent, Party A, Party B, and Party C each holding one (1) counterpart, all having equal legal effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date indicated below.

Date: December 2, 2025

Escrow Agent: AUTOA2A, LTD.

Party A: Kaixin Holdings

Party B: Zhejiang Kaixin Auto Co., Ltd.

Party C: Fangle Lai
