
**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 May 2026

Commission File Number 001-39977

Baosheng Media Group Holdings Limited

**East Floor 5
Building No. 8, Xishanhui
Shijingshan District, Beijing 100041
People's Republic of China
+86-010-82088021
(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

Resignation and Appointment of Directors

On May 12, 2026, Sheng Gong (“Mr. Gong”) resigned from his position as a director of the board of directors (the “Board”) of Baosheng Media Group Holdings Limited, a company incorporated under the laws of the Cayman Islands (the “Company”), effective upon the Board’s acceptance of such resignation. Mr. Gong’s resignation was due to personal reasons and was not the result of any disagreement with the Company on any matter relating to the Company’s operations, policies or practices.

On May 13, 2026, Jianhua Cheng (“Mr. Cheng”) resigned from his positions as a director and a member of each committee of the Board, effective upon the Board’s acceptance of such resignation. Mr. Cheng’s resignation was due to personal reasons and was not the result of any disagreement with the Company on any matter relating to the Company’s operations, policies or practices.

On May 13, 2026, upon the recommendation of the Nominating and Corporate Governance Committee of the Board, the Board appointed Lei Cai (“Mr. Cai”) as a director of the Company, effective May 13, 2026, to fill the vacancy created by Mr. Gong’s resignation.

Mr. Cai received a bachelor’s degree in Engineering Management from Yangzhou University in 2008 and a master’s degree in Social Medicine and Health Service Management from Tianjin University in 2010. From 2010 to 2022, Mr. Cai worked at Mingda Jiahe (Tianjin) Co., Ltd. From 2023 to 2025, Mr. Cai worked at MD Local Global Limited, a United Kingdom company. Since 2026, Mr. Cai has worked at Zhejiang New Rabbit Technology Co., Ltd. Mr. Cai has experience with NEEQ and Nasdaq-listed companies and has experience in capital markets and corporate governance.

On May 13, 2026, the Company and Mr. Cai entered into a director appointment letter (the “Cai Appointment Letter”). Under the Cai Appointment Letter, Mr. Cai will receive annual cash compensation of nil and reimbursement of reasonable and properly documented expenses incurred in performing his duties, provided that such expenses are pre-approved by the Company. The Cai Appointment Letter also contains customary provisions relating to confidentiality, compliance with the Company’s policies and applicable laws, expenses, non-competition, and termination in accordance with the Company’s articles of association and applicable law and regulation. The foregoing summary of the Cai Appointment Letter does not purport to be complete and is qualified in its entirety by reference to the form of director appointment letter, a copy of which is filed as Exhibit 10.1 to this report.

On May 13, 2026, the Company entered into an indemnification agreement with Mr. Cai. Under the agreement, the Company agrees to indemnify Mr. Cai to the fullest extent permitted by applicable law against certain liabilities and expenses incurred in connection with proceedings arising out of his service as a director or officer of the Company or, at the Company’s request, another entity. The agreement also provides for advancement of expenses, subject to certain conditions, and contains customary exceptions and limitations on indemnification. The foregoing summary of the indemnification agreement does not purport to be complete and is qualified in its entirety by reference to the form of indemnification agreement, which is incorporated by reference as Exhibit 10.2 to this report.

There is no family relationship that exists between Mr. Cai and any directors or executive officers of the Company. In addition, there are no arrangements or understandings between Mr. Cai and any other persons pursuant to which he was elected to the Board and there are no related party transactions between the Company and Mr. Cai that would require disclosure under Item 404(a) of Regulation S-K.

On May 13, 2026, upon the recommendation of the Nominating and Corporate Governance Committee of the Board, the Board appointed Jian Zhang (“Mr. Zhang”) as a director of the Company, a member of the Audit Committee, the chair of the Compensation Committee, and a member of the Nominating and Corporate Governance Committee, effective May 13, 2026, to fill the vacancies created by Mr. Cheng’s resignation.

Mr. Zhang graduated from Liaoning Finance Vocational College in 2007 with a major in Securities Investment and Management. Since March 2023, Mr. Zhang has served as the chairman of Shenzhen Zhongying Ruizhi Enterprise Management Co., Ltd., which provides services to companies listed on the Hong Kong and U.S. stock exchanges and companies preparing for initial public offerings. Its services cover multiple core areas of the capital markets, including refinancing, mergers and acquisitions, PIPE financing, investor relations management, equity structure design and optimization, compliance and disclosure consulting. Through this experience, Mr. Zhang has accumulated practical experience in cross-border capital markets transactions, corporate governance and long-term value management of listed companies.

On May 13, 2026, the Company and Mr. Zhang entered into a director appointment letter (the “Zhang Appointment Letter”). Under the Zhang Appointment Letter, Mr. Zhang will receive annual cash compensation of nil and reimbursement of reasonable and properly documented expenses incurred in performing his duties, provided that such expenses are pre-approved by the Company. The Zhang Appointment Letter also contains customary provisions relating to confidentiality, compliance with the Company’s policies and applicable laws, expenses, non-competition, and termination in accordance with the Company’s articles of association and applicable law and regulation. The foregoing summary of the Zhang Appointment Letter does not purport to be complete and is qualified in its entirety by reference to the form of director appointment letter, a copy of which is filed as Exhibit 10.1 to this report.

On May 13, 2026, the Company entered into an indemnification agreement with Mr. Zhang. Under the agreement, the Company agrees to indemnify Mr. Zhang to the fullest extent permitted by applicable law against certain liabilities and expenses incurred in connection with proceedings arising out of his service as a director or officer of the Company or, at the Company’s request, another entity. The agreement also provides for advancement of expenses, subject to certain conditions, and contains customary exceptions and limitations on indemnification. The foregoing summary of the indemnification agreement does not purport to be complete and is qualified in its entirety by reference to the form of indemnification agreement, which is incorporated by reference as Exhibit 10.2 to this report.

There is no family relationship that exists between Mr. Zhang and any directors or executive officers of the Company. In addition, there are no arrangements or understandings between Mr. Zhang and any other persons pursuant to which he was elected to the Board and there are no related party transactions between the Company and Mr. Zhang that would require disclosure under Item 404(a) of Regulation S-K.

Incorporation by Reference

This report, including Exhibits 10.2 and 10.2 hereto, shall be deemed to be incorporated by reference into the registration statement on [Form F-3 \(File No. 333-273720\)](#) of the Company, as amended, 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.

EXHIBIT INDEX

| Exhibit No. | Description |
|----------------------|--|
| 10.1 | Form of Director Appointment Letter |
| 10.2 | Form of Indemnification Agreement with the Registrant’s directors and officers (incorporated herein by reference to Exhibit 10.2 to our registration statement on Form F-1 (File No. 333-239800), as amended, initially filed with the SEC on July 10, 2020) |

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.

Baosheng Media Group Holdings Limited

By: /s/ Lina Jiang

Name: Lina Jiang

Title: Chairwoman of the Board and Chief Executive Officer

Date: May 18, 2026

Baosheng Media Group Holdings Limited
East Floor 5,
Building No. 8, Xishanhui
Shijingshan District, Beijing
People's Republic of China 100041

[DATE]

Dear [NAME],

Following our recent discussions, I am pleased to confirm my invitation to you to join the board of directors (the "Board") of Baosheng Media Group Holdings Limited (the "Company") as an independent director of the Company, effective immediately. In addition to your acceptance and acknowledgment of this appointment letter, please complete and return the attached Directors', Officers' and 5% or Greater Shareholder's Questionnaire (the "D&O Questionnaire").

In completing the D&O Questionnaire, you consent to serve as an independent director of the Company and you consent to the Company's use of the information in the D&O Questionnaire in the Company's filings with the United States Securities and Exchange Commission ("SEC"), The Nasdaq Stock Market LLC, state governments and other regulatory authorities.

You agree to perform your responsibilities as an independent director [and a member of the audit committee, compensation committee, and nominating and corporate governance committee] in good faith and in accordance with applicable law, the organizational documents of the Company and other policies and procedures applicable to such services. The Company's Board will appoint you as an independent director of the Company, effective immediately.

You will not be employed by the Company and will be free to pursue your other interests. We ask that you to please disclose these interests to us, so that the Company can identify any conflict of interest arising from our activities that may in the future intersect with yours. We expect that you will be considered to be an independent director and will be identified as such in any registration statement, annual report and/or other documentation. If circumstances change, and you believe that your independence may be in doubt, please discuss this with us. For the purpose of clarity, under the Nasdaq listing rules, an independent director is defined generally as a person other than an officer or employee of the company or its subsidiaries or any other individual having a relationship, which, in the opinion of the Company's board of directors would interfere with the director's exercise of independent judgment in carrying out the responsibilities of a director.

Confidentiality

In your role as an independent director, you will have access to confidential information about the Company and its clients and you agree to apply the highest standards of confidentiality and, except in the proper performance of your services, not to use or disclose to any person confidential information during your appointment or thereafter. In addition, you agree to comply with those provisions of the Company's Code of Business Conduct and Ethics and other policies applicable to independent directors and all applicable laws and regulations relating to independent directors of a public company.

Your appointment may be terminated in accordance with the Company's articles of association and applicable law and regulation. On termination of your appointment, you will deliver to the Company all books, documents, papers and other property of or relating to the business of the Company which are in your possession, custody or power by virtue of your position as an independent director of the Company.

[Committees

In connection with your appointment, you and the Board have agreed that you will serve as a member of the audit committee, compensation committee, and nominating and corporate governance committee, or such other related positions as determined by the Board. Compensation associated with committee service is addressed in the Remuneration section of this appointment letter.]

Remuneration

The Company's independent director compensation program is described generally below. The Board or the applicable committee reserves the right to adjust the remuneration of directors from time to time.

In consideration of your services and in accordance with the Company's compensation arrangements for independent directors, you will receive annual cash compensation of \$[] payable quarterly in advance on the first business day of each calendar quarter. Your first cash compensation payment on the date hereof will likely comprise a pro-rata amount from the date hereof through to the end of the relevant calendar quarter and thereafter quarterly payments in advance of each calendar quarter.

Expenses

The Company will reimburse you for reasonable and properly documented expenses incurred in performing your duties provided such expenses are pre-approved by the Company.

Non-Competition

You agree and undertake that you will not, so long as you are a member of the Board and for a period of 12 months following termination of this appointment letter for whatever reason, directly or indirectly as owner, partner, stockholder, employee, broker, agent principal, corporate officer, director, licensor or in any other capacity whatsoever, engage in, become financially interested in, be employed by, or have any connection with any business or venture that is engaged in any activities involving services or products which compete, directly or indirectly, with the services or products provided or proposed to be provided by the Company or its subsidiaries or affiliates; provided however that you may own securities of any public corporation which is engaged in such business but in an amount not to exceed at any one time, one percent of any class of stock or securities of such company, so long as you have no active role in the publicly owned company as director, employee, consultant or otherwise.

We look forward to your participation on the Board of Baosheng Media Group Holdings Limited.

Sincerely,

Lina Jiang
Chairwoman of the Board
Signature:

I, [NAME], accept the offer as stated above.

Signature:

Date: