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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 June 2022

Commission File Number: 001-39978

**CN ENERGY GROUP, INC.**

Building 2-B, Room 206, No. 268 Shiniu Road  
Liandu District, Lishui City, Zhejiang Province  
The PRC

(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

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1):

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7):

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### Resignation of Ms. Mei Cai

On June 3, 2022, Ms. Mei Cai (“**Ms. Cai**”) notified CN Energy Group, Inc. (the “**Company**”) of her resignation as a director of the Company, effective June 6, 2022. Ms. Cai has advised that her resignation was due to personal reasons and not a result of any disagreement with the Company on any matter related to the operations, policies, or practices of the Company.

### Appointment of Mr. Wenhua Liu as Director

To fill in the vacancy created by the resignation of Ms. Cai, on June 3, 2022, the Nominating and Corporate Governance Committee of the Company recommended, and the Board appointed, Mr. Wenhua Liu to serve as a director of the Company, effective June 6, 2022.

Mr. Wenhua Liu, age 54, has served as the Executive Director of CN Energy Industrial Development Co., Ltd., the Company’s main operating entity in China, since April 2022. From August 2021 to March 2022, Mr. Liu served as the Chief Finance Officer (the “**CFO**”) of Farmmi, Inc. (Nasdaq: FAMI), a Cayman Islands company focusing on processing and selling edible fungi, mainly Shiitake and Mu Er mushrooms. Prior to that, from March 2015 to July 2021, Mr. Liu served as the General Manager of the financial department of Forasen Holding Group Co., Ltd., a China-based corporation focusing on agricultural products trade, new energy industries, and investment business. He also served as the CFO at Halumm (China) Co, Ltd., a China-based technology research and development company focusing on total solution services for prefabricated buildings, from October 2010 to February 2015. Mr. Liu served as the Chief Auditor for Zhejiang Boda Plastic Technology Co., Ltd, a China-based corporation focusing on producing various types of plastic pipes, from August 2009 to September 2010, and served as the CFO for Zhejiang Taizhou Hongda Textile Co., Ltd, a China-based corporation focusing on production and sales of industrial chemical fiber waterproof cloth, luggage cloth, and light textile machinery accessories, from April 2004 to June 2009. From October 1997 to March 2004, Mr. Liu served as the Vice President of the subsidiaries of BC Stone Group, a China-based corporation focusing on real estate, finance, new building materials, logistics, and environmental protection. Mr. Liu received a bachelor’s degree in Accounting from Hunan University of Finance and Economics in 1995.

On June 6, 2022, the Company and Mr. Liu entered into a director offer letter (the “**Offer Letter**”), pursuant to which Mr. Liu will be compensated at a rate of RMB300,000 (approximately US\$45,100) per year, payable in cash at the end of each month. The Offer Letter contains customary confidentiality, non-solicitation, and indemnification provisions. The foregoing summary of the Offer Letter does not purport to be complete and is qualified in its entirety by reference to the Offer Letter, a copy of which is filed as Exhibit 10.1 to this Report of Foreign Private Issuer on Form 6-K.

There are no family relationships between Mr. Liu and any director or executive officer of the Company. To the best knowledge of the Company, there is no understanding or arrangement between Mr. Liu and any other person pursuant to which he was appointed as a director.

<b>Exhibit No.</b>	<b>Description</b>
<a href="#">10.1</a>	<a href="#">Director Offer Letter dated June 6, 2022 by and between the Company and Wenhua Liu</a>

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**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.

**CN ENERGY GROUP, INC.**

By: /s/ Kangbin Zheng  
Kangbin Zheng  
Chief Executive Officer

Date: June 6, 2022

**CN ENERGY GROUP. INC.**  
Building 2-B, Room 206, No. 268 Shiniu Road  
Liandu District, Lishui City, Zhejiang Province  
The PRC  
+86 571 87555823

June 6, 2022

Mr. Wenhua Liu  
1-302 Jianqiaohuayuan  
Jiangan District, Hangzhou, Zhejiang Province  
The PRC

Re: Director Offer Letter

Dear Mr. Liu,

CN ENERGY GROUP. INC., a British Virgin Islands company (the “**Company**”), is pleased to offer you a position as a member of its board of directors (the “**Board**”). We believe your background and experience will be a significant asset to the Company and we look forward to your participation on the Board. Should you choose to accept this position as a member of the Board, this letter agreement (this “**Agreement**”) shall constitute an agreement between you and the Company and contains all the terms and conditions relating to the services you agree to provide to the Company.

1. **Term.** This Agreement is effective upon your acceptance and signature below. Your term as a director shall commence upon you being elected to the Board. Subject to the Company’s memorandum and articles of association, as amended, and the provisions in Section 8 below, your term shall continue until your successor is duly elected and qualified. The position shall be up for re-election each year at the annual shareholder’s meeting, and upon re-election, the terms and provisions of this Agreement shall remain in full force and effect.

2. **Services.** You shall render services as a member of the Board (hereinafter your “**Duties**”). During the term of this Agreement, you shall attend and participate in such number of meetings of the Board as regularly or specially called. You may attend and participate at each such meeting via teleconference, video conference, or in person. You shall consult with the other members of the Board as necessary via telephone, electronic mail, or other forms of correspondence.

3. **Compensation.** As compensation for your services to the Company, you will receive compensation as set forth on Schedule A attached hereto (hereinafter, the “**Compensation**”) for serving on the Board during your term as a director. You shall be reimbursed for reasonable and approved expenses incurred by you in connection with the performance of your Duties.

4. **No Assignment.** Because of the personal nature of the services to be rendered by you, this Agreement may not be assigned by you without the prior written consent of the Company.

5. **Confidential Information; Non-Disclosure.** In consideration of your access to certain Confidential Information (as defined below) of the Company, and in connection with your business relationship with the Company, you hereby represent and agree as follows:

a. **Definition.** For purposes of this Agreement the term “Confidential Information” means:

i. Any information which the Company possesses that has been created, discovered, or developed by or for the Company, and which has or could have commercial value or utility in the business in which the Company is engaged; or

ii. Any information which is related to the business of the Company and is generally not known by non-Company personnel.

iii. Confidential Information includes, without limitation, trade secrets and any information concerning services provided by the Company, concepts, ideas, improvements, techniques, methods, research, data, know-how, software, formats, marketing plans, general analyses, business plans and analyses, strategies, forecasts, customer and supplier identities, characteristics and agreements.

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b. **Exclusions.** Notwithstanding the foregoing, the term “Confidential Information” shall not include:

i. Any information which becomes generally available to the public other than as a result of a breach of the confidentiality portions of this Agreement, or any other agreement requiring confidentiality between the Company and you;

ii. Information received from a third party in rightful possession of such information who is not restricted from disclosing such information; and

iii. Information known by you prior to receipt of such information from the Company, which prior knowledge can be documented.

c. **Documents.** You agree that, without the express written consent of the Company, you will not remove from the Company's premises, any notes, formulas, programs, data, records, machines, or any other documents or items which in any manner contain or constitute Confidential Information, nor will you make reproductions or copies of same. You shall promptly return any such documents or items, along with any reproductions or copies, to the Company upon the earliest of Company's demand, termination of this Agreement, or your termination or Resignation, as defined in Section 8 herein.

d. **Confidentiality.** You agree that you will hold in trust and confidence all Confidential Information and will not disclose to others, directly or indirectly, any Confidential Information or anything relating to such information without the prior written consent of the Company, except as maybe necessary in the course of your business relationship with the Company. You further agree that you will not use any Confidential Information without the prior written consent of the Company, except as may be necessary in the course of your business relationship with the Company, and that the provisions of this paragraph (d) shall survive termination of this Agreement.

e. **Ownership.** You agree that Company shall own all right, title, and interest (including patent rights, copyrights, trade secret rights, mask work rights, trademark rights, and all other intellectual and industrial property rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), works of authorship, mask works, designations, designs, know-how, ideas, and information made or conceived or reduced to practice, in whole or in part, by you during the term of this Agreement and that arise out of your Duties (collectively, “**Inventions**”) and you will promptly disclose and provide all Inventions to the Company. You agree to assist the Company, at its expense, to further evidence, record and perfect such assignments or conveyances as may be necessary in respect hereof, and to perfect, obtain, maintain, enforce, and defend any rights assigned or otherwise conveyed.

6. **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 Agreement for whatever reason, directly or indirectly as owner, partner, joint venture, shareholder, 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 in the People's Republic of China and the United States; *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 has no active role in the publicly owned company as director, employee, consultant, or otherwise.

7. **Non-Solicitation.** So long as you are a member of the Board and for a period of 12 months thereafter, you shall not directly or indirectly solicit for employment any individual who was an employee of the Company during your tenure.

8. **Termination and Resignation.** Your membership on the Board may be terminated for any or no reason by a Resolution of Members or a Resolution of Directors, as defined in the Company's memorandum and articles of association, as amended. Your membership on the Board shall be terminated if you become of unsound mind, are prohibited by law from acting as a director, or are subject to any other conditions as specified in the Company's memorandum and articles of association, as amended. You may also terminate your membership on the for any or no reason by delivering your written notice of resignation to the Company (“**Resignation**”), and such Resignation shall be effective upon the time specified therein or, if no time is specified, upon receipt of the notice of Resignation by the Company. Upon the effective date of the termination or Resignation, your right to compensation hereunder will be subject to the Company's obligations to pay you any compensation (including the vested portion of the securities of the Company) that you have already earned and to reimburse you for approved expenses already incurred in connection with your performance of your Duties as of the effective date of such termination or Resignation. Any securities of the Company that have not vested as of the effective date of such termination or Resignation shall be forfeited and cancelled.

9. **Governing Law.** All questions with respect to the construction and/or enforcement of this Agreement, and the rights and obligations of the parties hereunder, shall be determined in accordance with the internal laws of the State of New York without regard to conflict of laws provisions therein.

10. **Entire Agreement; Amendment; Waiver; Counterparts.** This Agreement expresses the entire understanding with respect to the subject matter hereof and supersedes and terminates any prior oral or written agreements with respect to the subject matter hereof. Any term of this Agreement may be amended and observance of any term of this Agreement may be waived only with the written consent of the parties hereto. Waiver of any term or condition of this Agreement by any party shall not be construed as a waiver of any subsequent breach or failure of the same term or condition or waiver of any other term or condition of this Agreement. The failure of any party at any time to require performance by any other party of any provision of this Agreement shall not affect the right of any such party to require future performance of such provision or any other provision of this Agreement. This Agreement may be executed in separate counterparts each of which will be an original and all of which taken together will constitute one and the same agreement, and may be executed using facsimiles of signatures, and a facsimile of a signature shall be deemed to be the same, and equally enforceable, as an original of such signature.

11. **Indemnification.** The Company shall, to the maximum extent provided under applicable law, indemnify and hold you harmless from and against any expenses, including reasonable attorney's fees, judgments, fines, settlements, and other legally permissible amounts ("**Losses**"), incurred in connection with any proceeding arising out of, or related to, your performance of your Duties, other than any such Losses incurred as a result of your negligence, fraud, bad faith, or willful misconduct. The Company shall advance to you any expenses, including reasonable attorneys' fees and costs of settlement, incurred in defending any such proceeding to the maximum extent permitted by applicable law. Such costs and expenses incurred by you in defense of any such proceeding shall be paid by the Company in advance of the final disposition of such proceeding promptly upon receipt by the Company of (a) written request for payment; (b) appropriate documentation evidencing the incurrence, amount, and nature of the costs and expenses for which payment is being sought; and (c) an undertaking adequate under applicable law made by or on your behalf to repay the amounts so advanced if it shall ultimately be determined pursuant to any non-appealable judgment or settlement that you are not entitled to be indemnified by the Company.

12. **Not an Employment Agreement.** This Agreement is not an employment agreement, and shall not be construed or interpreted to create any right for you as an employee of the Company.

13. **Acknowledgement.** You accept this Agreement subject to all the terms and provisions of this Agreement. You agree to accept as binding, conclusive, and final all decisions or interpretations of the Board of the Company of any questions arising under this Agreement.

*[Signature Page Follows]*

This Agreement has been executed and delivered by the undersigned and is made effective as of the date set first set forth above.

Sincerely,

CN ENERGY GROUP. INC.

/s/ Kangbin Zheng

By: Kangbin Zheng

Title: Chairman of the Board, Chief Executive Officer, and Director

AGREED AND ACCEPTED:

/s/ Wenhua Liu

By: Wenhua Liu

**Schedule A**  
Compensation

During your term as a member of the Board, you will receive cash compensation in the amount of RMB300,000 per year (approximately US\$45,100), which shall be paid to you at the end of each month.