

**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): June 30, 2023

MOATABLE, INC.

(Exact Name of Registrant as specified in its charter)

Commission file number: 001-35147

Cayman Islands
*(State or other jurisdiction of
incorporation or organization)*

**45 West Buchanan Street,
Phoenix, Arizona, 85003**
*(Address of principal executive offices,
including zip code)*

Not Applicable
*(I.R.S. Employer
Identification No.)*

(833) 258-7482
*(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 (see General Instruction A.2. below):

- 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(s)	Name of each exchange on which registered
American depositary shares, each representing 45 Class A ordinary shares	MTBL	The New York Stock Exchange
Class A ordinary shares, par value \$0.001 per share*	MTBL	The New York Stock Exchange

* Not for trading, but only in connection with the listing on The New York Stock Exchange of American depositary shares.

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.

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

James Jian Liu, a director and the chief operating officer of Moatable, Inc. (the “Company”) intends to take a sabbatical. The sabbatical will begin on June 30, 2023 and continue through June 29, 2024. During the sabbatical, Mr. Liu will remain an at-will employee of the Company but will not fulfill any of his regular duties as an employee. Mr. Liu will continue to serve as a member of the Company’s board of directors.

On June 30, 2023, the Company entered into a sabbatical letter agreement with Mr. Liu. Under the terms of the sabbatical letter agreement, Mr. Liu will not be paid his base salary and benefits during the term of the sabbatical, other than supplementary health benefits which shall continue during his sabbatical. In addition, Mr. Liu will not be eligible to earn annual bonus during the term of the sabbatical. However, Mr. Liu is entitled to receive \$30,000 per annum, paid in arrears quarterly, for his continued service on the Company’s board of directors. The vesting of Mr. Liu’s outstanding equity awards, including share options and restricted share units, will be tolled during the sabbatical; however, such equity awards will remain outstanding in accordance with their terms.

The foregoing description of the sabbatical letter agreement is not a complete description of all terms of the sabbatical letter agreement and is qualified in its entirety by reference to the full text of the sabbatical letter agreement, a copy of which is attached as Exhibit 99.1.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
99.1	Sabbatical Letter Agreement dated June 30, 2023, between James Jian Liu and Moatable, Inc.
104	The cover page of this Current Report on Form 8-K is formatted in Inline XBRL

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 hereunto duly authorized.

MOATABLE, INC.

By: /s/ Chris Palmer

Chris Palmer
Chief Financial Officer

Date: June 30, 2023

Date: June 30, 2023

Moatable, Inc.
45 West Buchanan Street
Phoenix, AZ 85003

James Liu
via Email: james.liu@renren-inc.com

Re: Your Sabbatical

Dear James:

This letter (this "Letter") memorializes our agreement regarding your sabbatical with Moatable, Inc. (the "Company").

Your sabbatical will begin on June 30, 2023, and will continue through and including June 29, 2024 (such period, your "Sabbatical"). During your Sabbatical, you will remain an at-will employee of the Company but are not expected to and should not fulfill any of your regular duties as an employee. You will, however, continue to serve as a member of the Board of Directors of the Company (the "Board"). During your Sabbatical, you will cease to be paid your base salary and benefits. You also will not be eligible to earn your annual bonus during your Sabbatical; however, you will receive \$30,000 per annum, paid in arrears quarterly, for your service on the Board.

You will not be eligible to be granted an equity award in the capacity of an employee or officer under the Company's long-term incentive program while on Sabbatical. In the event you return to active employment at the end of your Sabbatical, you will be eligible to be granted an equity award in the capacity of an employee or officer under the Company's long-term incentive program. During your Sabbatical, the vesting of your outstanding equity awards, including your share options and restricted share units, will be tolled; however, such equity awards will remain outstanding in accordance with their terms and will recommence vesting on their existing schedule, adjusted to reflect the tolling during your Sabbatical, upon your return to active employment following the completion of your Sabbatical. Should you not return from your Sabbatical, your unvested or unexercised equity awards shall terminate and be cancelled pursuant to the terms of your award agreements.

During your Sabbatical, you will continue to have access to your Company e-mail account, certain Company facilities and certain information systems of the Company, in each case, as determined necessary or appropriate by the Company. You will also retain your Company issued laptop. You agree to only access Company proprietary information to the extent necessary to fulfill any duties to the Company you perform during your Sabbatical. For the avoidance of doubt, during and after your Sabbatical, you will remain subject to, and hereby reaffirm your obligations under the Proprietary Information and Inventions Agreement you previously entered into with the Company.

During your Sabbatical, you will remain subject to confidentiality and other obligations under the terms of your employment contract and other agreements with the Company, including those related to ownership of intellectual property. Should your employment with the Company terminate, your confidentiality and other obligations shall continue as agreed under your employment contract and other agreements with the Company, or pursuant to applicable laws and regulations.

You agree to promptly notify the Chief Executive Officer of the Company in writing if you decide not to return to active employment at the end of your Sabbatical and, unless your Sabbatical is extended prior to its specified end date of June 29, 2024 by mutual agreement between the Company and you. If you do not return to active employment at the end of your Sabbatical for any reason other than your death, your employment will be deemed to have terminated on June 29, 2024. If you die during the Sabbatical, your employment will be deemed to have terminated on your date of death and your unvested equity awards will be treated in accordance with the Company's applicable equity incentive plans.

During your Sabbatical, you will continue to be eligible for continued coverage under the local supplementary medical insurance plan, but the statutory contribution to your existing regular social insurance and housing provident fund per current employment contract will end on June 30, 2023.

This Letter constitutes the entire and exclusive agreement between the Company and you with respect to the subject matter hereof. This Letter may not be amended or modified, except by an express written agreement signed by both you and a duly authorized officer of the Company. This Letter will be governed by Arizona law, excluding laws relating to conflicts or choice of law. This Letter has been duly authorized and approved by the Compensation Committee of the Board.

Please indicate your agreement to the terms of this Letter by returning a signed copy of this Letter at your earliest convenience. If you have any questions, please contact me.

Very truly yours,

Moatable, Inc.

/s/ Joseph Chen
Joseph Chen, Chief Executive Officer

ACCEPTED AND AGREED

James Jian Liu

/s/ James Jian Liu
Date: June 30, 2023
