

**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): February 18, 2026

MICROBOT MEDICAL INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

000-19871
(Commission
File Number)

94-3078125
(IRS Employer
Identification No.)

175 Derby St., Bld. 27
Hingham, MA 02043
(Address of Principal Executive Offices) (Zip Code)

Registrant's telephone number, including area code: (781) 875-3605

(Former Name or Former Address, if Changed Since Last Report)

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))

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

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Stock, \$0.01 par value	MBOT	NASDAQ Capital Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

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 1.01 Entry into a Material Definitive Agreement

The information set forth in Item 5.02 below is incorporated herein by reference into this Item 1.01.

Item 5.02 Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers.

As of February 20, 2026, Microbot Medical Inc. (the “Company”) entered into:

- Addendum #3 to Employment Agreement, with Simon Sharon, the Company’s Chief Technology Officer and the General Manager of the Company’s Israel facilities, to (a) increase Mr. Sharon’s annual base salary to NIS 1,008,000, commencing for the 2026 fiscal year, and (b) to increase the maximum annual bonus of Mr. Sharon to up to 50% of base salary, commencing for the 2026 fiscal year (the “Sharon Agreement”). In addition, the Sharon Agreement provides that the base salary shall be reviewed on an annual basis, taking into account such performance metrics and criteria of Mr. Sharon and of the Company in the Compensation Committee’s (or the full Board of Director’s, if applicable) sole discretion, without further amendment or addendum to Mr. Sharon’s employment agreement, as amended by the Sharon Agreement.
- Addendum #3 to Employment Agreement, with Rachel Vaknin, the Company’s Chief Financial Officer, to (a) increase Ms. Vaknin’s annual base salary to NIS 756,000, commencing for the 2026 fiscal year, and (b) to increase the maximum annual bonus of Ms. Vaknin to up to 50% of base salary, commencing for the 2026 fiscal year (the “Vaknin Agreement”). In addition, the Vaknin Agreement provides that the base salary shall be reviewed on an annual basis, taking into account such performance metrics and criteria of Ms. Vaknin and of the Company in the Compensation Committee’s (or the full Board of Director’s, if applicable) sole discretion, without further amendment or addendum to Ms. Vaknin’s employment agreement, as amended by the Vaknin Agreement.
- Amendment #2 to Employment Agreement, with Juan Diaz-Cartelle, the Company’s Chief Medical Officer, to increase the maximum annual bonus of Dr. Diaz-Cartelle to up to 50% of base salary, commencing for the 2026 fiscal year (the “Diaz-Cartelle Agreement”).

In addition, on February 18, 2026, the Company authorized the payment of a special bonus to Harel Gadot, the Company’s Chief Executive Officer, President and Chairman, in the amount of approximately \$140,000. This is in addition to any other bonuses he is entitled to receive under his existing employment agreement.

The Sharon Agreement, Vaknin Agreement and Diaz-Cartelle Agreement are attached as Exhibits 10.1, 10.2 and 10.3, respectively, to this Current Report on Form 8-K. The description of the terms of the Sharon Agreement, Vaknin Agreement and Diaz-Cartelle Agreement are not intended to be complete and are qualified in their entirety by reference to such exhibits.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
10.1	Addendum #3 to Employment Agreement, dated as of February 20, 2026, with Simon Sharon
10.2	Addendum #3 to Employment Agreement, dated as of February 20, 2026, with Rachel Vaknin
10.3	Amendment #2 to Employment Agreement, dated as of February 20, 2026, with Juan Diaz-Cartelle
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.

MICROBOT MEDICAL INC.

By: /s/ Harel Gadot

Name: Harel Gadot

Title: Chief Executive Officer, President and Chairman

Date: February 24, 2026



ADDENDUM #3 TO EMPLOYMENT AGREEMENT

made and entered into as of February 20, 2026
by and between

Microbot Medical Ltd.

Registration no. 514519412
of 6 Hayozma Street, Yokneam Illit, Israel
(the "**Company**") of the first part

and

Simon Sharon

Israeli I.D no. 27037753
of Israel
(the "**Employee**") of the second part

WHEREAS, the Employee is employed by the Company in accordance with that certain employment agreement dated on March 31, 2018, as amended and any addendum thereto (the "**Employment Agreement**");

WHEREAS, the Company and the Employee have agreed to amend certain terms of the Employee's Employment Agreement effective as of the date hereof (the "**Amendment Date**"), and wish to set forth in writing said understanding;

NOW, THEREFORE, the Parties hereby agree, declare and covenant as follows:

1. Salary; Bonus

1.1. As of the Amendment Date, retroactive to January 1, 2026, the Employee's gross annual Base Salary shall be increased to a gross amount of NIS 1,008,000. During the term of the Employment Agreement, the compensation committee of the Board of Directors, or, if there be no such compensation committee, the entire Board of Directors (in either case, the "Compensation Committee"), shall review the Employee's Base Salary on an annual basis and may provide for such increases thereto as it may determine, taking into account such performance metrics and criteria of the Employee and of the Company in the Compensation Committee's sole discretion, without further amendment or addendum to the Employment Agreement, and any such increased Base Salary shall be deemed the "Base Salary."

1.2 Section 3(a)(viii) of the Employment Agreement is hereby amended by replacing "thirty five percent (35%)" with "fifty percent (50%)".

2. Miscellaneous

2.1. Capitalized terms used herein, unless otherwise defined, shall have the meanings ascribed to them in the Employment Agreement.

2.2. This Addendum contains the entire agreement between the parties hereto with respect to the subject matter hereof, supersedes and cancels all prior agreements, arrangements and understandings, written or oral, relating to the subject matter hereof, if any. In any event of contradiction between the provisions of this Addendum and any prior agreement, whether written or oral, the provisions of this Addendum shall prevail.

2.3. This Addendum may be amended, modified, superseded, canceled, renewed or extended, and the terms and covenants hereof may be waived, only by a written instrument executed by both parties. A waiver of any term or condition of this Addendum may be effected only by a written instrument executed by the party waiving compliance. The failure of any party, at any time or times, to require performance of any provision of this Addendum shall in no manner affect the right of such party, at a later time, to enforce the same. No waiver by any party of the breach of any term or covenant, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any breach, or a waiver of the breach of any other term or covenant.

2.4. Except to the extent otherwise specifically modified herein in this Addendum all of the terms and conditions of the Employment Agreement are hereby ratified, approved and confirmed and all such terms and conditions shall remain in full force and effect.

Microbot Medical Ltd., 6 Hayozma St, Yokneam Illit, 2069024. P.O.B 242, Israel
Office: +972-4-8200710 Fax: +972-4-8200712
www.microbotmedical.com



IN WITNESS WHEREOF, the parties execute hereunder:

/s/ Naama Moav

Microbot Medical Ltd.

/s/ Simon Sharon

Simon Sharon

Microbot Medical Ltd., 6 Hayozma St, Yokneam Illit, 2069024. P.O.B 242, Israel

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ADDENDUM #3 TO EMPLOYMENT AGREEMENT

made and entered into as of February 3, 2026
by and between

Microbot Medical Ltd.

Registration no. 514519412
of 6 Hayozma Street, Yokneam Illit, Israel
(the “**Company**”) of the first part

and

Rachel Vaknin

Israeli I.D no. 35883685
of Israel
(the “**Employee**”) of the second part

WHEREAS, the Employee is employed by the Company in accordance with that certain employment agreement dated on November 22, 2021, and any addendum thereto (the “**Employment Agreement**”);

WHEREAS, the Company and the Employee have agreed to amend certain terms of the Employee’s Employment Agreement effective as of the date hereof (the “**Amendment Date**”), and wish to set forth in writing said understanding;

NOW, THEREFORE, the Parties hereby agree, declare and covenant as follows:

1. Salary

1.1. As of the Amendment Date, retroactive to January 1, 2026, the Employee’s gross annual Base Salary shall be increased to a gross amount of NIS 756,000. During the term of the Employment Agreement, the compensation committee of the Board of Directors, or, if there be no such compensation committee, the entire Board of Directors (in either case, the “**Compensation Committee**”), shall review the Employee’s Base Salary on an annual basis and may provide for such increases thereto as it may determine, taking into account such performance metrics and criteria of the Employee and of the Company in the Compensation Committee’s sole discretion, without further amendment or addendum to the Employment Agreement, and any such increased Base Salary shall be deemed the “**Base Salary**.”

1.2. Section 3.6(a) of the Agreement shall be replaced with:

“You may be eligible to receive an annual bonus in the aggregate amount of up to fifty percent (50%) of the Base Salary, contingent upon meeting certain targets, as shall be determined from time to time by the Company, at its sole discretion (the “**Bonus**”). It is hereby clarified that the Company shall have the sole discretion regarding the decision whether you have achieved the goals which were set to you.”

2. Miscellaneous

2.1. Capitalized terms used herein, unless otherwise defined, shall have the meanings ascribed to them in the Employment Agreement.

2.2. This Addendum contains the entire agreement between the parties hereto with respect to the subject matter hereof, supersedes and cancels all prior agreements, arrangements and understandings, written or oral, relating to the subject matter hereof, if any. In any event of contradiction between the provisions of this Addendum and any prior agreement, whether written or oral, the provisions of this Addendum shall prevail.

2.3. This Addendum may be amended, modified, superseded, canceled, renewed or extended, and the terms and covenants hereof may be waived, only by a written instrument executed by both parties. A waiver of any term or condition of this Addendum may be effected only by a written instrument executed by the party waiving compliance. The failure of any party, at any time or times, to require performance of any provision of this Addendum shall in no manner affect the right of such party, at a later time, to enforce the same. No waiver by any party of the breach of any term or covenant, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any breach, or a waiver of the breach of any other term or covenant.

2.4. Except to the extent otherwise specifically modified herein in this Addendum all of the terms and conditions of the Employment Agreement are hereby ratified, approved and confirmed and all such terms and conditions shall remain in full force and effect.

Microbot Medical Ltd., 6 Hayozma St, Yokneam Illit, 2069024. P.O.B 242, Israel

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IN WITNESS WHEREOF, the parties execute hereunder:

/s/ Naama Moav

Microbot Medical Ltd.

/s/ Rachel Vaknin

Rachel Vaknin

Microbot Medical Ltd., 6 Hayozma St, Yokneam Illit, 2069024. P.O.B 242, Israel

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**AMENDMENT #2 TO
EMPLOYMENT AGREEMENT**

This Amendment #2 (this “Amendment”) to the Employment Agreement effective as of December 1, 2023, as amended on February 5, 2025 (as so amended, the “Agreement”) by and between Microbot Medical Inc., a Delaware corporation, and Dr. Juan Diaz-Cartelle (the Executive”), is made as of the 20th day of February, 2026, by and between the Company and the Executive (capitalized terms used herein and not otherwise defined shall have the meanings ascribed to those terms in the Agreement).

RECITALS

WHEREAS, the Company and the Executive are parties to the Agreement; and

WHEREAS, the Company and the Executive desire to amend the Agreement as more particularly set forth herein; and

WHEREAS, Section 19 of the Agreement provides that all terms, conditions and provisions of the Agreement shall remain in full force and effect unless modified, changed, altered or amended, in writing, executed by both parties thereto.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereto agree as follows:

1. Amendments to Agreement. The Target Bonus shall be increased from up to a maximum amount of thirty five percent (35%) of Executive’s Base Salary for performance at the maximum level, to up fifty percent (50%) of Executive’s Base Salary for performance at the maximum level, commencing for the 2026 fiscal year. The Compensation Committee may review the maximum Target Bonus on a percentage basis annually and may provide for such changes thereto as it may determine, taking into account such performance metrics and criteria of the Executive and of the Company (including peer group comparisons) in the Compensation Committee’s sole discretion.

2. Miscellaneous.

(a) Except as expressly set forth in this Amendment, the Agreement shall remain in full force and effect.

(b) The headings of the sections of this Amendment have been inserted for convenience of reference only and shall not be deemed to be a part of this Amendment.

(c) This Amendment, together with the Agreement, contain the entire agreement between the Company and the Executive with respect to the subject matter hereof and thereof and supersede all prior and contemporaneous agreements and understandings with respect thereto.

(d) This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Fax and electronic signatures shall be deemed originals for all purposes hereof.

(e) This Amendment shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Amendment as of the day and year first written above.

COMPANY:

Microbot Medical Inc.

By: /s/ Harel Gadot

Name: Harel Gadot

Title: CEO, President and Chairman

EXECUTIVE:

/s/ Juan Diaz-Cartelle

Juan Diaz-Cartelle

[SIGNATURE PAGE TO AMENDMENT #2]