

**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): April 19, 2021

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.)

25 Recreation Park Drive, Unit 108
Hingham, Massachusetts 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 5.02 Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers

Microbot Medical Inc. (the “Company”) entered into a First Amendment to Employment Agreement (the “Amendment”), dated as of April 19, 2021, with Simon Sharon, the Company’s Chief Technology Officer and General Manager.

Pursuant to the Amendment, Mr. Sharon’s annual compensation was increased to NIS 72,000 per month, allocated between base salary and overtime pay (collectively, “Salary”). In addition, he is eligible to receive an annual bonus of up to 35% of his Salary, based on his performance and the achievement of agreed-upon annual objectives. Mr. Sharon was further granted a one-time special bonus of NIS 60,000.

All other terms and conditions of his employment agreement as of March 31, 2018 remain in full force and effect.

The foregoing is a brief description of the terms of the Amendment and is qualified in its entirety by reference to the full text of the Amendment, which is included as Exhibit 10.1 to this Current Report on Form 8-K, which is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
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10.1	First Amendment to Employment Agreement with Simon Sharon
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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.

MICROBOT MEDICAL INC.

By: /s/ Harel Gadot

Name: Harel Gadot

Title: Chief Executive Officer, President and Chairman

Date: April 22, 2021

**FIRST AMENDMENT TO
EMPLOYMENT AGREEMENT**

This First Amendment (this "Amendment") to the Employment Agreement entered into as of March 31, 2018 (the "Agreement") by and between Microbot Medical Ltd., an Israeli corporation number 514519412 (the "Employer"), and Simon Sharon, Israeli ID No. 027037753 of 15 Zur Street, Maayan Zvi, 30805, Israel (the "Employee"), is made as of the 19th day of April, 2021, by and between the Company and the Employee (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 Employee are parties to the Agreement; and

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

WHEREAS, Section 10 of the Agreement provides, among other things, that no provision of the Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by the Employee and the Employer.

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

1. Amendments to Agreement. As of the date of this Amendment or as otherwise determined by the Employer and the Employee in writing as to a prior date:

(a) The definitions of "CTO" and "Position" shall be deemed to include the position of General Manager of the Employer.

(b) The Salary pursuant to Section 2(a) shall be increased in the aggregate to NIS 72,000 per month, and allocated as between Base Salary and Overtime Payment as the Employer shall determine consistent with applicable law.

(c) Section 3(a)(viii) is hereby amended by adding the following to the end thereof:

"In furtherance of the foregoing, for each calendar year during the term of this Agreement, Employee shall be eligible to receive a bonus (the "Target Bonus") of up to a maximum amount of thirty five percent (35%) of his Salary for performance at the maximum level; provided, however, that Employee must be employed in the Position as of December 31st of the year to which the Target Bonus relates in order to be paid the Target Bonus. The calculation of the Target Bonus shall be based upon corporate performance factors established and assessed by the Compensation Committee of the Employer's parent company that will take into account the performance of Employee based on the achievement of Employee's objectives agreed to with such Compensation Committee for a particular year."

(d) Promptly after the date of this Amendment, the Employee shall be paid a one-time special bonus of NIS 60,000.

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 Employee 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 State of Israel.

[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 Ltd.

By: /s/ Harel Gadot

Name: Harel Gadot

Title: President, CEO and Chairman

EMPLOYEE:

/s/ Simon Sharon

Simon Sharon

[SIGNATURE PAGE TO AMENDMENT]