

**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): January 26, 2022

**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 Second Amendment to Employment Agreement (the “Amendment”) dated as of January 26, 2022, with Harel Gadot, the Company’s CEO, President and Chairman. Pursuant to the Amendment, Mr. Gadot’s target bonus was increased from 60% of his annual salary to 75% of his annual salary, commencing 2022. Additionally, the Compensation Committee of the Board may review Mr. Gadot’s maximum target bonus on a percentage basis and at its sole discretion, may provide for changes from time to time.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description of Document
10.1	Second Amendment to Employment Agreement with Harel Gadot
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 1, 2022

**SECOND AMENDMENT TO
EMPLOYMENT AGREEMENT**

This Second Amendment (this "Amendment") to the Employment Agreement effective as of November 28, 2016, as amended on February 25, 2020 (as so amended, the "Agreement") by and between Microbot Medical Inc., a Delaware corporation, and Harel Gadot (the Executive"), is made as of the 26th day of January, 2022, 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.

(b) The Target Bonus shall be increased from up to a maximum amount of sixty percent (60%) of Executive's Base Salary for performance at the maximum level, to up seventy five percent (75%) of Executive's Base Salary for performance at the maximum level. 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/ David Ben Naim

Name: David Ben Naim

Title: CFO

EXECUTIVE:

/s/ Harel Gadot

Harel Gadot

[SIGNATURE PAGE TO SECOND AMENDMENT]