

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 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): **July 23, 2025**

IR-MED, INC.

Nevada
(State or Other Jurisdiction
Of incorporation)

000-56492
(commission
File Number)

84-4516398
(IRS Employer
Identification Number)

ZHR Industrial Zone Rosh Pina Israel
(Address of Principal Executive Offices)

1231400
(Area Code)

+ 972-4-655-5054

(Registrant's telephone number, including area code)

Not applicable

(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:

Title of each class	Trading Symbol	Name of each exchange on which registered
N/A	N/A	N/A

Indicate by check mark whether the registrant is an emerging growth company as defined in 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 Officers.

On July 23, 2025, IR-Med, Inc. (the "Company") entered into a second amendment to the employment agreement with Mr. Sharon Levkoviz, the Company's Chief Financial Officer (the "Amendment").

Pursuant to the terms of the Amendment, the monthly salary of Mr. Levkoviz will be reduced to NIS 7,500 and he will no longer be entitled to the benefit of a leased car or any related payment allowances starting August 1, 2025. In addition, Mr. Levkoviz's scope of employment will be reduced to 25% of his time as of August 1, 2025. All other terms related to Mr. Levkoviz's overall compensation and equity-based awards remain unchanged.

The foregoing description of the Amendment is a summary and is qualified in its entirety by reference to the Amendment, which is filed herewith as Exhibit 10.1 and incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Second Amendment to Employment Agreement between the Company and Mr. Levkoviz
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 hereunto duly authorized.

IR-Med, Inc.

By: /s/ Sharon Lefkoviz

Name: Sharon Lefkoviz

Title: Chief Financial Officer

Date: July 29, 2025

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

THIS AMENDMENT TO THE EMPLOYMENT AGREEMENT (this “**Amendment**”) is made as of July 23rd, 2025 by and among I.R. Med Ltd, an Israeli Company with registration # 514824952, (the “**Company**”), and Sharon Levkoviz ID # 027123751 (the “**employee**”).

WHEREAS, the Company and the employee entered into an employment agreement in January ,2021 (the “**Employment Agreement**”) and

WHEREAS, the Company and the Employee wish to reduce into writing two amendments to the employment agreement, as approved in January, 2021.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. To amend the monthly salary to 7,500 NIS starting from August 1st,2025

Notwithstanding the provisions of Schedule B Section 1 of the Employment Agreement, the Company and the employee hereby agree to amend the monthly gross salary to 7,500 NIS starting from August 1st,2025, and forward. In addition, the parties agree that the scope of the Employee’s position shall be reduced to 25% as of the same date.

2. To cancel the benefit of the leased car starting from August 1st,2025

Notwithstanding the provisions of Schedule B, Section 8 of the Employment Agreement, the Company and the Employee hereby agree that, effective as of August 1st, 2025, the Employee shall no longer be entitled to the benefit of a leased car or any related payments or allowances.

3. Miscellaneous.

- A. This Amendment shall be governed by and construed in accordance with the laws of the State of Israel, excluding the body of law pertaining to conflict of law. Any disputes arising under or in relation to this Agreement shall be resolved exclusively by the competent courts of Tel-Aviv.
- B. Except as otherwise expressly limited herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors, and administrators of the parties hereto. None of the rights, privileges, or obligations set forth in, arising under, or created by this Amendment may be assigned or transferred by the Company without the prior consent in writing of the employee.
- C. This Amendment constitutes the full and entire understanding and agreement between the parties with regard to the subject matter hereof and thereof, provided however that the Employment Agreement shall continue to be binding upon the parties’ and be in full force and effect, subject to the changes herein.
- D. Any term of this Amendment may be amended and the observance of any term hereof may be waived (either prospectively or retroactively and either generally or in a particular instance) only by the execution of a written amendment to this Amendment to be signed by the parties hereto.

E. All notices and other communications required or permitted hereunder to be given to a party to this Amendment shall be in writing and shall be faxed, emailed or mailed by registered or certified mail, postage prepaid, or otherwise delivered by hand or by messenger, to the following addresses, or such other address with respect to a party as such party shall notify each other party in writing as above provided: (i) if to the Lender, to the addresses set forth in the preamble, and (ii) if to the Company, Tzabar Industrial Zone, Rosh Pina 1210002 Email: sharon@ir-medical.com Any notice sent in accordance with this Section shall be effective (i) if mailed, five (5) business days after mailing, (ii) if sent by messenger upon delivery and (iii) if sent via fax or email, upon transmission and electronic confirmation of receipt or if transmitted and received on a non-business day, on the first business day following transmission and electronic confirmation of receipt.

F. No delay or omission to exercise any right, power, or remedy accruing to any party upon any breach or default under this Amendment, shall be deemed a waiver of any other breach or default theretofore or thereafter occurring.

G. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and enforceable against the parties actually executing such counterpart, and all of which together shall constitute one and the same instrument. Signatures by facsimile or signatures which have been scanned and transmitted by electronic mail shall be deemed valid and binding for all purposes.

IN WITNESS WHEREOF the parties have signed this Amendment to the Employment Agreement in one or more counterparts as of the date first herein above set forth.

Company:

I.R. Med Ltd.

/s/ Ran Ziskind

By: Ran Ziskind

Title: CEO

Employee:

/s/ Sharon Levkoviz

Sharon Levkoviz