

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 6-K

REPORT OF FOREIGN PRIVATE ISSUER  
PURSUANT TO RULE 13a-16 OR 15d-16  
UNDER THE SECURITIES EXCHANGE ACT OF 1934

For the month of January 2026 (Report No. 2)

Commission File Number: 001-40753

**ICECURE MEDICAL LTD.**  
(Translation of registrant's name into English)

**7 Ha'Eshel St., PO Box 3163**  
**Caesarea, 3079504 Israel**  
(Address of principal executive office)

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F:

☒ Form 20-F ☐ Form 40-F

**CONTENTS**

On January 8, 2026, IceCure Medical Ltd. (the "Company") entered into the First Amendment (the "Amendment") to the Equity Distribution Agreement (the "Agreement") with Maxim Group LLC (the "Sales Agent"), under which the Company may offer and sell, from time to time, to or through the Sales Agent, up to \$13,960,500 of its ordinary shares, no par value per share.

Pursuant to the Amendment, the Company and Sales Agent agreed to extend the Agreement's termination date from January 13, 2026 to March 13, 2026. A copy of the Amendment is included as Exhibit 10.1 hereto and incorporated herein by reference.

This Report of Foreign Private Issuer on Form 6-K is incorporated by reference into the Company's Registration Statements on Form F-3 (File Nos. [333-258660](#), [333-267272](#) and [333-290046](#)) and Form S-8 (Registration Nos. [333-270982](#), [333-264578](#), [333-262620](#), and [333-281587](#)), filed with the SEC, to be a part thereof from the date on which this report is submitted, to the extent not superseded by documents or reports subsequently filed or furnished.

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**EXHIBIT INDEX**

<b><u>Exhibit No.</u></b>	<b><u>Description</u></b>
10.1	<a href="#">First Amendment to Equity Distribution Agreement by and between IceCure Medical Ltd., and Maxim Group LLC, dated January 8, 2026.</a>

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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.

**IceCure Medical Ltd.**

Date: January 9, 2026

By: /s/ Eyal Shamir

Name: Eyal Shamir

Title: Chief Executive Officer

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**FIRST AMENDMENT TO  
EQUITY DISTRIBUTION AGREEMENT**

This FIRST AMENDMENT TO EQUITY DISTRIBUTION AGREEMENT (this “Amendment”) is entered into as of January 8, 2026, by and between IceCure Medical Ltd., a company formed under the laws of the State of Israel (the “Company”), and Maxim Group LLC (the “Agent”).

WHEREAS, the Company and the Agent entered into an Equity Distribution Agreement, dated January 13, 2025 (the “Agreement”), pursuant to which the Company may issue and sell, through the Agent, its ordinary shares;

WHEREAS, Section 8(c) of the Agreement provides that the Agreement will terminate on January 13, 2026; and

WHEREAS, the Company and the Agent wish to amend Section 8(c) of the Agreement to extend the term of the Agreement to March 13, 2026.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Company and the Agent hereby agree as follows:

1. Amendment to “Termination of this Agreement”. Section 8(c) of the Agreement is hereby amended and restated in its entirety as follows:

“(c) This Agreement shall remain in full force and effect until (and including) March 13, 2026, unless terminated pursuant to Section 8(a) or Section 8(b) above or otherwise by mutual agreement of the parties; *provided* that any such termination by mutual agreement shall in all cases be deemed to provide that Section 4(g), Section 6 and Section 7 shall remain in full force and effect. This Agreement shall terminate automatically upon the issuance and sale of Shares having an aggregate offering price equal to the amount set forth in the first paragraph of this Agreement, except as otherwise set forth herein, including without limitation, Section 4(g), Section 6 and this Section 8(c).”

2. No Further Amendment. Except as amended by this Amendment, the Agreement remains unaltered and shall remain in full force and effect.

3. Jurisdiction. All questions concerning the construction, validity, enforcement and interpretation of this Amendment shall be determined in accordance with the provisions of the Agreement.

4. Counterparts. This Amendment may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. Signatures delivered by facsimile, electronic mail (including as a PDF file) or other transmission method shall be deemed to be original signatures, shall be valid and binding, and, upon delivery, shall constitute due execution of this Amendment.

[Signature page follows]

IN WITNESS WHEREOF, each of the Company and the Agent has caused this Amendment to be executed and delivered by its officer thereunto duly authorized as of the date first above indicated.

**COMPANY**

ICECURE MEDICAL LTD.

By: /s/ Eyal Shamir  
Name: Eyal Shamir  
Title: Chief Executive Officer

**AGENT**

MAXIM GROUP LLC

By: /s/ Ritesh Veera  
Name: Ritesh Veera  
Title: Co-Head of Investment Banking