

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): October 18, 2021

ReWalk Robotics Ltd.

(Exact name of registrant as specified in its charter)

Israel (State or Other Jurisdiction of Incorporation)	001-36612 (Commission File Number)	Not applicable (IRS Employer Identification No.)
3 Hatnufa St., Floor 6, Yokneam Ilit, Israel (Address of principal executive offices)		2069203 (Zip Code)

Registrant's telephone number, including area code: +972.4.959.0123

Not applicable

(Former name or former address, if changed since last report)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Ordinary Shares, par value NIS 0.25	RWLK	Nasdaq Capital Market

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 (see General Instruction A.2. below):

- 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))

Indicate by check mark whether the registrant is an emerging growth company 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 8.01 Other Events.

As previously disclosed, on May 16, 2016, the Company entered into a Research Collaboration Agreement (“Research Collaboration Agreement”) and an Exclusive License Agreement (“Exclusive License Agreement”) with the President and Fellows of Harvard College (“Harvard”). The Research Collaboration Agreement was previously amended on May 1, 2017, April 1, 2018 and April 30, 2020 (as amended, the “Collaboration Agreement”), and the Exclusive License Agreement was amended on April 1, 2018 (as amended, the “License Agreement”), to extend the terms of the Collaboration Agreement and reallocate the Company’s quarterly installment payments to Harvard at various dates, and to make certain technical changes. On October 14, 2021, the Company and Harvard further amended the Collaboration Agreement, to make certain adjustments to the quarterly installments and technical changes and establish that the term of the Collaboration Agreement will conclude on March 31, 2022. The Company and Harvard also agreed to meet in January 2022 to discuss the research progress and a potential extension of the Collaboration Agreement beyond March 31, 2022.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

[10.1 Amendment No. 4 to Research Collaboration Agreement, dated October 14, 2021, between ReWalk Robotics Ltd. and the President and Fellows of Harvard College.*†](#)

104 Cover Page Interactive Data File - the cover page XBRL tags are embedded within the Inline XBRL document.

* Filed herewith.

† Portions of this exhibit (indicated by asterisks) have been omitted under rules of the U.S. Securities and Exchange Commission permitting the confidential treatment of select information.

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.

ReWalk Robotics Ltd.

By: /s/ Ori Gon

Name: Ori Gon

Title: Chief Financial Officer

Dated: October 18, 2021

Certain confidential information contained in this document, marked by brackets and asterisk, has been omitted pursuant to Item 601(b)(10)(iv) of Regulation S-K, because it (i) is not material and (ii) would be competitively harmful if publicly disclosed.

AMENDMENT NO. 4 TO RESEARCH COLLABORATION AGREEMENT

This Amendment No. 4 to Research Collaboration Agreement (this “**Amendment**”) is entered into as of this 14th day of October, 2021 (the “**Amendment Date**”), by and between **President and Fellows of Harvard College**, a charitable corporation of Massachusetts having an office at Richard A. and Susan F. Smith Campus Center, Suite 727, 1350 Massachusetts Avenue, Cambridge, Massachusetts 02138 (“**Harvard**”), and **ReWalk Robotics, Ltd.** a company existing under the laws of the State of Israel, having a place of business at 200 Donald Lynch Blvd., Marlborough, MA 01752 (“**Company**”). Harvard and Company each shall be referred to herein as a “**Party**” and together as the “**Parties**.”

WHEREAS, Harvard and Company entered into a Research Collaboration Agreement, dated as of May 16, 2016, as previously amended on May 1, 2017, April 1, 2018, and April 30, 2020 (the “**RCA**” or “**Research Collaboration Agreement**”); and

WHEREAS, Harvard and Company desire to amend the RCA as set forth below in accordance with Section 10.9 of the RCA.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. **Amendments to the RCA.** Effective as of the Amendment Date:

- A. **Costs and Expenses.** The RCA is hereby amended by deleting existing Sections 3.1.6 through 3.1.8 in their entirety and replacing them with the following new Sections 3.1.6 and 3.1.7, each to read as follows:

3.1.6 [*] United States Dollars (US \$[*]) for 2021 to be paid as follows: one (1) initial quarterly installment of [*] United States Dollars and (US \$[*]) and three (3) subsequent quarterly installments of [*] United States Dollars (US \$[*]), each of which shall be payable within forty-five (45) days of receipt of the invoice from Harvard for such amount. Where practicable, Harvard shall issue each invoice to Company at least five (5) days prior to the start of each Calendar Quarter in 2021.

3.1.7 [*] United States Dollars (US \$[*]) for 2022 to be paid as follows: one installment of [*] United States Dollars (US \$[*]), which shall be payable within forty-five (45) days of receipt of the invoice from Harvard for such amount. Harvard shall issue such invoice to Company at least five (5) days prior to the start of the first Calendar Quarter in 2022.”

- B. **Term.** The RCA is hereby amended by deleting the existing Section 9.1 in its entirety and replacing it with the following new Section 9.1 to read as follows:

9.1 Term. This Agreement shall commence on the Effective Date and shall remain in effect until March 31, 2022 (the “**Term**”), unless earlier terminated in accordance with the provisions of this Article 9. Further to the foregoing, the Parties agree to meet in January 2022 to discuss the Research Plan and a potential extension of the RCA beyond the Term as set forth in this Agreement.

- C. **Research Plan.** The RCA is hereby amended by deleting the existing Exhibit A in its entirety and replacing it with the new Exhibit A attached to this Amendment.
- II. Capitalized terms used but not otherwise defined in this Amendment shall have the respective meanings ascribed to such terms in the RCA.
- III. Except as expressly amended hereby, all other terms of the RCA shall remain unchanged and in full force and effect in accordance therewith.
- IV. This Amendment will be governed by, and construed in accordance with, the substantive laws of the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision.
- V. The Parties may execute this Amendment in two or more counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. Transmission by facsimile or electronic mail of an executed counterpart of this Amendment shall be deemed to constitute due and sufficient delivery of such counterpart. If by electronic mail, the executed Amendment must be delivered in a .pdf format.

** Signature Page Follows **

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative as of the Amendment Effective Date.

President and Fellows of Harvard College

ReWalk Robotics, Ltd.

By: /s/ Isaac Kohlberg

By: /s/ Larry Jasinski

Name: Isaac T. Kohlberg

Name: Larry Jasinski

Title: Chief Executive Officer

Title: Senior Associate Provost
Chief Technology Development Officer
Office of Technology Department
Harvard University

I, the undersigned, hereby confirm that I have read this Amendment, including the Research Plan included in this Amendment, that its contents are acceptable to me and that I will act in accordance with its terms.

/s/ Conor J. Walsh

Conor J. Walsh, Ph.D.

SCHEDULE I

Exhibit A

Research Plan

Aim: Harvard expects to perform research to support Company's development of stroke specific Soft Exosuits as follows for the Term as defined above:

[*]