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): September 21, 2026

InspireMD, Inc.
(Exact Name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction of Incorporation)

001-35731	**26-2123838**
(Commission File Number)	(IRS Employer Identification No.)

6303 Waterford District Drive, Suite 215 Miami, Florida	**33126**
(Address of Principal Executive Offices)	(Zip Code)

(888) 776-6804
(Registrant's Telephone Number, Including Area Code)

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(s)	Name of each exchange on which registered
Common Stock, par value $0.0001 per share	NSPR	The Nasdaq Capital Market LLC

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 1.01 Entry into a Material Definitive Agreement.

On September 21, 2026, InspireMD, Inc. (the "Company") entered into amendments (the "Warrant Amendments") with certain of the holders of the Company's existing warrants to purchase common stock, par value $0.0001 per share (the "Common Stock"), consisting of (i) Series J warrants to purchase up to 9,543,952 shares of Common Stock (the "Series J Warrants") and (ii) Series K warrants to purchase up to 9,543,947 shares of Common Stock (the "Series K Warrants" and, collectively with the Series J Warrants, the "Existing Warrants"). Certain holders of the Existing Warrants that entered into Warrant Amendments are also members of the Company's board of directors.

Pursuant to the Warrant Amendments, the Company agreed to amend the Series J Warrants with respect to 50% of the shares underlying such amending holders' Series J Warrants and all of the shares underlying such amending holders' Series K Warrants to modify (i) the exercise price to $0.7674 (less $0.0001 for holders of Existing Warrants that elect to receive pre-funded warrants upon the exercise of such Existing Warrants) and (ii) the termination date to 5:00 p.m. Eastern time on the earlier of (a) May 15, 2028 and (b) 20 trading days following the Company's announcement of receipt of FDA approval for the CGuard Prime 80 cm. The exercise price and termination date with respect to the other 50% of the shares underlying such amending holders' Series J Warrants remained unchanged.

All other terms and conditions of the Existing Warrants remain unchanged and in full force and effect. All terms and conditions of the Series J Warrants and Series K Warrants held by existing holders that elected not to enter into the Warrant Amendments remain unchanged and in full force and effect.

This Current Report on Form 8-K shall not constitute an offer to sell or the solicitation to buy nor shall there be any sale of the shares or warrants in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction.

The foregoing descriptions of the Warrant Amendments are not complete, and are qualified in their entireties by reference to the full text of such documents, copies of which are filed as exhibits to this Current Report on Form 8-K and are incorporated by reference herein.

Item 3.02 Unregistered Sales of Equity Securities.

The information under Item 1.01 of this Current Report on Form 8-K regarding the unregistered securities described herein is incorporated herein by reference.

Item 7.01 Regulation FD Disclosure.

On September 21, 2026, the Company also issued a press release announcing entry into the Warrant Amendments. A copy of this press release is attached hereto as Exhibit 99.1.

In accordance with General Instruction B.2 of Form 8-K, the information in this Current Report on Form 8-K that is furnished pursuant to this Item 7.01, including Exhibit 99.1, shall not be deemed to be "filed" for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that section, and shall not be incorporated by reference into any registration statement or other document filed under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

Warning Concerning Forward Looking Statements

This Current Report on Form 8-K contains statements which constitute forward looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 and other securities laws. These forward-looking statements are based upon the Company's present intent, beliefs or expectations, but forward-looking statements are not guaranteed to occur and may not occur for various reasons, including some reasons which are beyond the Company's control. For this reason, among others, you should not place undue reliance upon the Company's forward-looking statements. Except as required by law, the Company undertakes no obligation to revise or update any forward-looking statements in order to reflect any event or circumstance that may arise after the date of this Current Report.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
4.1	Form of Series J Common Stock Purchase Warrant Amendment.
4.2	Form of Series K Common Stock Purchase Warrant Amendment.
99.1	Press Release, dated September 21, 2026.
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.

INSPIREMD, INC.

Date: September 21, 2026	By:	*/s/ Michael Lawless*
	Name:	Michael Lawless
	Title:	Chief Financial Officer

Exhibit 4.1

SERIES J COMMON STOCK PURCHASE WARRANT AMENDMENT

INSPIREMD, INC.

THIS SERIES J COMMON STOCK PURCHASE WARRANT AMENDMENT (this "Amendment") is entered into as of September 21, 2026, by and between InspireMD, Inc., a Delaware corporation (the "Company"), and the holder identified on the signature page hereto (the "Holder"). Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Original Warrant (as defined below).

WHEREAS, the Holder is the holder of the Series J Common Stock Purchase Warrant, issued May 15, 2023, to purchase up to a number of shares of the Company's common stock, par value $0.0001 per share (the "Common Stock") as set forth on the signature page hereto (such warrant, the "Original Warrant");

WHEREAS, pursuant to Section 5(l) of the Original Warrant, the Original Warrant may be modified or amended or the provisions thereof waived with the written consent of the Company and the Holder; and

WHEREAS, the Company and the Holder desire to amend the Original Warrant to modify the exercise price and termination date with respect to a number of Warrant Shares set forth on the signature page hereto (the "Amended Warrant Shares"), with the remaining Warrant Shares, the number of which is set forth on the signature page hereto (the "Unmodified Warrant Shares"), unaltered and subject to the original terms and conditions of the Original Warrant in its entirety.

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 Holder hereby agree as follows:

Section 1. Amendment to "Pre-Funded Warrant Price" for the Amended Warrant Shares. Solely with respect to the Amended Warrant Shares, the definition of "Pre-Funded Warrant Price" in Section 2(a) of the Original Warrant shall be replaced with "$0.7673".

Section 2. Amendment to "Exercise Price" for the Amended Warrant Shares. Solely with respect to the Amended Warrant Shares, the definition of "Exercise Price" in Section 2(b) of the Original Warrant shall be replaced with "$0.7674".

Section 3. Amendment to "Termination Date" for the Amended Warrant Shares. Solely with respect to the Amended Warrant Shares, the definition of "Termination Date" shall be replaced with "the earlier of (i) May 15, 2028 and (ii) 20 Trading Days following the Company's announcement of receipt of FDA approval for the CGuard Prime 80 cm".

Section 4. No Further Amendment. Except as amended by this Amendment, the terms of the Original Warrant shall remain in full force and effect. For the avoidance of doubt, the terms of the Original Warrant with respect to the Unmodified Warrant Shares are unaltered from the Original Warrant and shall remain in full force and effect.

Section 5. Further Agreements. The Company agrees that to the extent the Company offers to further amend the Exercise Price, Pre-Funded Warrant Price, Termination Date or the number or proportion of warrant shares so amended of the Series J Common Stock Purchase Warrants held by any other holder thereof (or any other terms thereof more favorable to such holder than the terms of this Amendment, whether by amendment, modification, waiver, exchange, or replacement thereof), the Company shall promptly notify the Holder in writing of such terms and shall offer the Holder the opportunity to further amend the Original Warrant (including the Unmodified Warrant Shares) on the same terms offered to such other holder thereof, such offer to remain open for not less than ten (10) Business Days.

Section 6. Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Amendment shall be determined in accordance with Section 5(e) of the Original Warrant.

Section 7. Accredited Investor. The Holder is an "accredited investor" as defined in Regulation D promulgated under the Securities Act of 1933, as amended.

Section 8. 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.

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(Signature Page Follows)

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed by a duly authorized person as of the date first above indicated.

COMPANY:

INSPIREMD, INC.

By: ____________________________
Name: Michael Lawless
Title: Chief Financial Officer

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SIGNATURE PAGE FOR HOLDER FOLLOWS]

[Signature Page to Series J Warrant Amendment]

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed by a duly authorized person as of the date first above indicated.

HOLDER:

[____]

By: ______________________________
Name:
Title:

Series J Warrants Shares: __________________

Amended Warrant Shares: ________________

Unmodified Warrant Shares: ________________

Exhibit 4.2

SERIES K COMMON STOCK PURCHASE WARRANT AMENDMENT

INSPIREMD, INC.

THIS SERIES K COMMON STOCK PURCHASE WARRANT AMENDMENT (this "Amendment") is entered into as of September 21, 2026, by and between InspireMD, Inc., a Delaware corporation (the "Company"), and the holder identified on the signature page hereto (the "Holder"). Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Original Warrant (as defined below).

WHEREAS, the Holder is the holder of the Series K Common Stock Purchase Warrant, issued May 15, 2023, to purchase up to a number of shares of the Company's common stock, par value $0.0001 per share (the "Common Stock") as set forth on the signature page hereto (such warrant, the "Original Warrant");

WHEREAS, pursuant to Section 5(l) of the Original Warrant, the Original Warrant may be modified or amended or the provisions thereof waived with the written consent of the Company and the Holder; and

WHEREAS, the Company and the Holder desire to amend the Original Warrant to modify the exercise price and termination date as set forth in this Amendment (as so amended, the "Amended Warrant").

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 Holder hereby agree as follows:

Section 1. Amendment to "Pre-Funded Warrant Price". The definition of "Pre-Funded Warrant Price" in Section 2(a) of the Original Warrant shall be replaced with "$0.7673".

Section 2. Amendment to "Exercise Price". The definition of "Exercise Price" in Section 2(b) of the Original Warrant shall be replaced with "$0.7674."

Section 3. Amendment to "Termination Date". The definition of "Termination Date" shall be replaced with "the earlier of (i) May 15, 2028 and (ii) 20 Trading Days following the Company's announcement of receipt of FDA approval for the CGuard Prime 80 cm".

Section 4. No Further Amendment. Except as amended by this Amendment, the terms of the Original Warrant shall remain in full force and effect.

Section 5. Further Agreements. The Company agrees that to the extent the Company offers to further amend the Exercise Price, Pre-Funded Warrant Price or Termination Date of the Series K Common Stock Purchase Warrants held by any other holder thereof (or any other terms thereof more favorable to such holder than the terms of this Amendment, whether by amendment, modification, waiver, exchange, or replacement thereof), the Company shall promptly notify the Holder in writing of such terms and shall offer the Holder the opportunity to further amend the Original Warrant as amended hereby on the same terms offered to such other holder thereof, such offer to remain open for not less than ten (10) Business Days.

Section 6. Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Amendment shall be determined in accordance with Section 5(e) of the Original Warrant.

Section 7. Accredited Investor. The Holder is an "accredited investor" as defined in Regulation D promulgated under the Securities Act of 1933, as amended.

Section 8. 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.

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(Signature Page Follows)

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed by a duly authorized person as of the date first above indicated.

COMPANY:

INSPIREMD, INC.

By: ______________________________
Name: Michael Lawless
Title: Chief Financial Officer

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SIGNATURE PAGE FOR HOLDER FOLLOWS]

[Signature Page to Series K Warrant Amendment]

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed by a duly authorized person as of the date first above indicated.

HOLDER:

[____]

By: ______________________________
Name:
Title:

Series K Warrants Shares: __________________

Exhibit 99.1

InspireMD Announces Amendments to Certain Series J and Series K Warrants, Providing Potential Gross Proceeds of Up to $11 Million

- Amendments align trigger event of existing warrants with anticipated FDA approval of CGuard Prime 80 cm, which the Company continues to anticipate in Q4 2026 -

- The amended warrants, if exercised in full, together with existing cash balances, expected to provide additional resources to fund launch of CGuard Prime 80 cm following FDA approval -

- No additional warrants issued in connection with the amendments -

Miami, FL — September 21, 2026 – InspireMD, Inc. (Nasdaq: NSPR) ("InspireMD" or the "Company"), developer of the CGuard® Prime carotid stent system for the prevention of stroke, today announced that it has entered into amendments with certain of the existing holders of its outstanding Series J and Series K warrants originally issued as part of the Company's May 2023 private placement financing. The amendments are intended to align the potential exercise of these warrants with the anticipated FDA approval of CGuard Prime 80 cm for transcarotid artery revascularization ("TCAR") procedures, which the Company continues to anticipate to take place during the fourth quarter of 2026, potentially providing additional capital to support the Company's commercial plans and ongoing pipeline initiatives.

The amendments apply to approximately 4.8 million shares underlying the Series J warrants and 9.5 million shares underlying the Series K warrants held by participating holders. Pursuant to the amendments, the Company agreed to amend the Series J Warrants with respect to 50% of the shares underlying the participating holders' Series J Warrants and all of the shares underlying the participating holders' Series K Warrants to modify (i) the exercise price to $0.7674 per share, representing the Nasdaq Official Closing Price of the Company's common stock on September 18, 2026, and (ii) the termination date to 5:00 p.m. Eastern time on the earlier of (a) May 15, 2028 and (b) 20 trading days following the Company's announcement of receipt of FDA approval for the CGuard Prime 80 cm.

The exercise price and termination date with respect to the other 50% of the shares underlying the participating holders' Series J Warrants remained unchanged, including the original exercise price of $1.3827 per share and the termination trigger events which include the Company's announcement of FDA approval of the SwitchGuard transcarotid system, which is currently in a Phase III clinical study. All terms and conditions of the Series J Warrants and Series K Warrants held by existing holders that did not elect to enter into the amendments remain unchanged. The amendments do not include the issuance of any additional warrants or any additional shares underlying the existing warrants.

"These amendments align a meaningful portion of our outstanding warrants with a significant near-term regulatory milestone with important commercial implications: the anticipated FDA approval of CGuard Prime 80 cm for TCAR expected later this year," said Marvin Slosman, Chief Executive Officer of InspireMD. "The expected proceeds, combined with our existing cash resources, will enable us to launch the CGuard Prime 80 into the TCAR market and support other strategic priorities. We appreciate the continued confidence and financial support of many of our major equity holders, as we work to expand the CGuard Prime platform across both the carotid artery stenting ("CAS") and TCAR markets."

CGuard Prime 80 cm is designed for use in TCAR procedures, expanding the CGuard Prime platform beyond CAS to both major carotid stenting techniques. The Company estimates that over 35,000 TCAR procedures are performed annually in the United States, representing a doubling of the U.S. addressable market for CGuard Prime. In the CGUARDIANS II pivotal study, CGuard Prime 80 cm demonstrated 100% acute device success and zero major adverse events at 30 days in the first 36 patients evaluated.

This press release shall not constitute an offer to sell or the solicitation of an offer to buy any securities, nor shall there be any sale of any securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

Additional information regarding the warrant amendments will be included in a Current Report on Form 8-K to be filed by the Company with the Securities and Exchange Commission ("SEC").

About InspireMD, Inc.

InspireMD seeks to utilize its proprietary MicroNet ™ mesh technology to make its products the industry standard for carotid stenting by providing outstanding acute results and durable, stroke-free long-term outcomes. InspireMD's common stock is quoted on Nasdaq under the ticker symbol NSPR. We routinely post information that may be important to investors on the Company's website. For more information, please visit www.inspiremd.com.

Forward-looking Statements

This press release contains "forward-looking statements." Forward-looking statements include, but are not limited to, statements regarding InspireMD or its management team's expectations, hopes, beliefs, intentions or strategies regarding future events, future financial performance, strategies, expectations, competitive environment and regulation. Such statements may be preceded by the words "intends," "may," "will," "plans," "expects," "anticipates," "projects," "predicts," "estimates," "aims," "believes," "hopes," "potential", "scheduled" or similar words. In particular, forward-looking statements in this press release include the Company's expectations regarding potential FDA approval for CGuard Prime 80 cm; ; anticipated gross proceeds from the potential exercise of the Series J Warrants and Series K Warrants and expectations regarding the cash runway of the Company; the Company's ability to compete effectively in the carotid stenting market and increase adoption of its products; expectations regarding market penetration, commercialization, revenue growth and future operating performance; the anticipated benefits of recent organizational and cost-saving initiatives, including expected annualized savings and improved operational efficiency; and the Company's strategic priorities, growth plans and future business prospects. Forward-looking statements are not guarantees of future performance, are based on certain assumptions and are subject to various known and unknown risks and uncertainties, many of which are beyond the Company's control, and cannot be predicted or quantified and consequently, actual results may differ materially from those expressed or implied by such forward-looking statements. Such risks and uncertainties include, without limitation, risks and uncertainties associated with the voluntary U.S. recall of the CGuard Prime 135 cm delivery system, including current and future costs associated with the recall, including refunds or inventory write-off costs and other remediation costs, loss of sales and customers due to the recall or otherwise, our ability to effectively implement enhancements to CGuard Prime 135 cm delivery system, potential actions by regulators or other governmental entities associated with the recall, potential claims and lawsuits by customers and patients, including class action product liability lawsuits, other operational impacts and consequences of the recall, such as business disruption and distraction of management and other key employees; the Company's history of recurring losses and negative cash flows from operating activities, significant future commitments and the uncertainty regarding the adequacy of its liquidity to pursue its complete business objectives, and substantial doubt regarding its ability to continue as a going concern; the Company's need to raise additional capital to meet its business requirements in the future and such capital raising may be costly or difficult to obtain and could dilute out stockholders' ownership interests; the clinical development, commercialization and market acceptance of the Company's products; whether the clinical trial results for the Company's products will be predictive of real-world results; an inability to secure and maintain regulatory approvals for the sale of the Company's products; negative clinical trial results or lengthy product delays in key markets; the Company's ability to maintain compliance with the Nasdaq listing standards; the Company's ability to generate significant revenues from its products; estimates of the Company's expenses, future revenues, capital requirements and its needs for and ability to access sufficient additional financing, including any unexpected costs or delays in the ongoing commercial launch of its products; the Company's dependence on a single manufacturing facility and its ability to comply with stringent manufacturing quality standards and to increase production as necessary; the risk that the data collected from the Company's current and planned clinical trials may not be sufficient to demonstrate that its technology is an attractive alternative to other procedures and products; intense competition in the Company's industry, with competitors having substantially greater financial, technological, research and development, regulatory and clinical, manufacturing, marketing and sales, distribution and personnel resources than it does; entry of new competitors and products and potential technological obsolescence of the Company's products; inability to carry out research, development and commercialization plans; loss of a key customer or supplier; technical problems with the Company's research and products and potential product liability claims; product malfunctions; price increases for supplies and components; whether access to the Company's products is achieved in a commercially viable manner and whether its products receive adequate reimbursement by governmental and other third-party payers; the Company's efforts to successfully obtain and maintain intellectual property protection covering its products, which may not be successful; adverse federal, state and local government regulation, in the United States, Europe or Israel and other foreign jurisdictions; the fact that the Company conducts business in multiple foreign jurisdictions, exposing it to foreign currency exchange rate fluctuations, logistical and communications challenges, burdens and costs of compliance with foreign laws and political and economic instability in each jurisdiction; security, political and economic instability in the Middle East that could harm the Company's business, including due to the current security situation in Israel; current or future unfavorable economic and market conditions and adverse developments with respect to financial institutions and associated liquidity risk; and changes in tariffs, trade barriers, price and exchange controls and other regulatory requirements and the impact of such policies on the Company, its customers and suppliers, and the global economic environment. More detailed information about the Company and the risk factors that may affect the realization of forward-looking statements is set forth in the Company's filings with the Securities and Exchange Commission (SEC), including the Company's Annual Report on Form 10-K and its Quarterly Reports on Form 10-Q. Investors and security holders are urged to read these documents free of charge on the SEC's web site at http://www.sec.gov. The Company assumes no obligation to publicly update or revise its forward-looking statements as a result of new information, future events or otherwise.

Investor Contacts:

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