
**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 February 2025

Commission file number: 001-41334

RAIL VISION LTD.

(Translation of registrant's name into English)

**15 Ha'Tidhar St
Ra'anana, 4366517 Israel**
(Address of principal executive offices)

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 February 26, 2025, Rail Vision Ltd. (the “Company”) entered into an amendment (the “Amendment”) to that certain Standby Equity Purchase Agreement dated October 7, 2024, (the “Purchase Agreement”) that it previously entered into with YA II PN, LTD., a Cayman Islands exempt limited partnership (“Yorkville”), pursuant to which Yorkville committed to purchase up to \$20.0 million (the “Commitment Amount”) of the Company’s ordinary shares, no par value (the “Ordinary Shares”), during the 36 months following the execution of the Purchase Agreement, subject to the restrictions and satisfaction of the conditions in the Purchase Agreement. Pursuant to the Amendment, the Commitment Amount was increased to \$30.0 million of the Company’s Ordinary Shares, subject to the restrictions and satisfaction of the conditions in the Purchase Agreement.

The Company filed an amendment to the prospectus supplement dated October 7, 2024, to the Company’s shelf registration statement on Form F-3 (File No. 333-278645), which became effective on April 23, 2024, with the Securities and Exchange Commission relating to the Ordinary Shares previously issued and sold to Yorkville and to be issued and sold to Yorkville pursuant to the Purchase Agreement under the Securities Act of 1933, as amended (the “Securities Act”).

This Report of Foreign Private Issuer on Form 6-K (this “Report”) shall not constitute an offer to sell or the solicitation to buy nor shall there be any sale of the Ordinary Shares 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 summary of the material terms of the Amendment is not complete and is qualified in its entirety by reference to the full texts thereof, a copy of which is filed herewith as Exhibit 10.1 and incorporated by reference herein. A copy of the opinion of Shibolet & Co. relating to the legality of the issuance and sale of the Ordinary Shares is attached as Exhibit 5.1 hereto.

This Report is incorporated by reference into the Registrant’s Registration Statements on Form F-3 (File Nos. [333-271068](#), [333-272933](#), [333-276869](#), [333-277963](#) and [333-278645](#)) and Form S-8 (File Nos. [333-265968](#) and [333-281329](#)), filed with the Securities and Exchange Commission, 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.

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
5.1	Opinion of Shibolet & Co.
10.1	Form of Amendment to Standby Equity Purchase Agreement dated February 26, 2025, by and between Rail Vision Ltd. and YA II PN, LTD.
23.1	Consent of Shibolet & Co. (including in Exhibit 5.1)

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.

Rail Vision Ltd.

Date: February 26, 2025

By: /s/ Ofer Naveh

Name: Ofer Naveh

Title: Chief Financial Officer



תאומי רונינשטיין - רחוב יצחק שדה 4
 תל אביב 6777504 | טל. 03.3075000
 www.shibole.com | 03.7778444 פקס

February 26, 2025

Rail Vision Ltd.
 15 Ha'Tidhar St
 Ra'anana, 4366517
Israel

Re: **Rail Vision Ltd. – Amendment No.1 To Prospectus Supplement Pursuant to Rule 424(b)(5)**

Ladies and Gentlemen:

We have acted as counsel to Rail Vision Ltd., an Israeli company (the “**Company**”), in connection with the sale by the Company of its ordinary shares, no par value (the “**Ordinary Shares**”) having aggregate offering proceeds of up to \$10,000,000 (the “**Shares**”) issued to the Investor (as defined below), pursuant to the Registration Statement on Form F-3 (File No. 333-278645) (the “**Registration Statement**”) filed with the Securities and Exchange Commission (the “**Commission**”) under the Securities Act of 1933, as amended (the “**Securities Act**”), the prospectus included in the Registration Statement (the “**Base Prospectus**”) and the prospectus supplement, dated October 7, 2024, as amended on February 26, 2025 filed with the Commission pursuant to Rule 424(b) under the Securities Act (as amended, the “**Prospectus Supplement**” and together with the Base Prospectus, the “**Prospectus**”). The Shares are to be issued and sold by the Company in accordance with that certain Standby Equity Purchase Agreement, dated October 7, 2024 as amended on February 26, 2025 (the “**Agreement**”), by and between the Company and YA II PN, LTD. (the “**Investor**”), as described in the Prospectus Supplement.

In connection with this opinion, we have examined the originals, or photocopies or copies, certified or otherwise identified to our satisfaction, of (i) the Registration Statement, (ii) the Prospectus, (iii) a copy of the articles of association of the Company as currently in effect; (iv) resolutions of the board of directors (the “**Board**”) of the Company which have heretofore been approved and which relate to the Registration Statement, the Prospectus and the actions to be taken in connection with the Agreement; and (v) such other corporate records, agreements, documents and other instruments, and such certificates or comparable documents of public officials and of officers and representatives of the Company, as we have deemed relevant and necessary as a basis for the opinions hereafter set forth.

In such examination, we have assumed: (i) the authenticity of original documents and the genuineness of all signatures; (ii) the conformity to the originals of all documents submitted to us as copies; (iii) the truth, accuracy and completeness of the information, representations and warranties contained in the corporate records, documents, certificates and instruments we have reviewed; (iv) the due execution and delivery of all documents where due execution and delivery are a prerequisite to the effectiveness thereof; and (v) the legal capacity of all natural persons. As to any facts material to such opinion, to the extent that we did not independently establish relevant facts, we have relied on certificates of public officials and certificates of officers or other representatives of the Company.

Based upon and subject to the foregoing, we are of the opinion that the Shares have been duly authorized and, assuming that prior to the issuance of any Shares under the Agreement, the price, number of Shares and certain other terms of issuance with respect to any specific advance notice delivered under the Agreement will be authorized and approved by the Board or a pricing committee of the Board in accordance with Israeli Law, all corporate proceedings necessary for the authorization, issuance and delivery of the Shares shall have been taken and, upon issuance pursuant to the terms of the Agreement and in accordance with resolutions of the Board related to the offering of the Shares, the Shares will be validly issued, fully paid and non-assessable.

We are members of the Israel Bar and we express no opinion as to any matter relating to the laws of any jurisdiction other than the laws of the State of Israel and have not, for the purpose of giving this opinion, made any investigation of the laws of any other jurisdiction than the State of Israel. This opinion is limited to the matters stated herein and no opinion is implied or may be inferred beyond the matters expressly stated.

We hereby consent to the filing of this opinion as an exhibit to the Report of Foreign Private Issuer on Form 6-K of the Company being filed on the date hereof and to the reference to our firm in the Prospectus Supplement. In giving such consent, we do not believe that we are “experts” within the meaning of such term as used in the Securities Act of 1933, as amended, or the rules and regulations of the Securities and Exchange Commission issued thereunder with respect to any part of the Registration Statement, including this opinion as an exhibit or otherwise.

This opinion is intended solely for the benefit and use of the Company and other persons who are entitled to rely on the Prospectus Supplement, and is not to be used, released, quoted, or relied upon by anyone else for any purpose (other than as required by law), without our prior written consent.

Very truly yours,

/s/ Shibolet & Co.

AMENDMENT TO STANDBY EQUITY PURCHASE AGREEMENT

This **AMENDMENT TO THE STANDBY EQUITY PURCHASE AGREEMENT**, dated as of February 26, 2025 (this "Amendment"), is entered between **RAIL VISION LTD.**, a company incorporated in the State of Israel ("Company"), and **YA II PN, LTD.**, a Cayman Islands exempt limited partnership (the "Investor").

PRELIMINARY STATEMENTS

A. Reference is hereby made to that certain Standby Equity Purchase Agreement, dated as of October 7, 2024 (as may be amended, amended and restated, extended, supplemented or otherwise modified in writing from time to time and in effect immediately prior to the effectiveness of this Amendment, the "Existing Agreement", and the Existing Agreement, as amended by this Amendment, the "Amended Agreement"), between the Company and the Investor.

B. The parties desire to amend certain of the terms and provisions of the Existing Agreement as specifically set forth in this Amendment.

C. The parties are prepared to amend the Existing Agreement, subject to the conditions and in reliance on the representations set forth in this Amendment.

Accordingly, in consideration of the premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, all capitalized terms used herein, including in preamble and the preliminary statements hereto, shall have the meanings assigned to such terms in the Existing Agreement.

SECTION 2. Amendments to Existing Agreement. Subject to the satisfaction of the conditions precedent specified in Section 3 and in reliance upon the representations and warranties set forth in Section 4, the Existing Agreement is hereby amended as follows:

(a) The Definition of the term "Commitment Amount" as defined in Article I of the Existing Agreement is hereby amended and restated in its entirety as follows:

"Commitment Amount" shall mean \$30,000,000 of Ordinary Shares.

SECTION 3. Conditions Precedent to Effectiveness of Amendment. This Amendment shall become effective as of the date first written above (the "Amendment Effective Date") upon satisfaction of each of the following conditions precedent (except to the extent such conditions precedent are subject to Section 4):

(a) *Amendment.* This Amendment shall have been duly executed and delivered by each party.

SECTION 4. Representations and Warranties. Except as set forth in the SEC Documents, all representations and warranties contained in the Amended Agreement shall be true and correct in all respects as of the Amendment Effective Date as though made on and as of the Amendment Effective Date (or, to the extent such representations or warranties are expressly made solely as of an earlier date, such representations and warranties shall be true and correct as of such earlier date). Each party represents and warrants that:

(a) *Authorization; No Contravention.* The execution, delivery and performance by such party of this Amendment (i) have been duly and validly authorized by all corporate, shareholder, partnership or limited liability company action required to be taken by such party, and (ii) do not violate or contravene such party's governing documents or any applicable law or any material agreement or instrument or any court order which is binding upon such party or its property.

(b) *Enforceability.* This Amendment and the Amended Agreement are each a legal, valid and binding obligation of such party, enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.

SECTION 5. Survival of Representations and Warranties. All representations and warranties made in this Amendment shall survive the execution and delivery of this Amendment. Such representations and warranties have been or will be relied upon by the parties and shall continue in full force and effect as long as any obligation under the Amended Agreement shall remain unpaid or unsatisfied.

SECTION 6. Effect of Amendment, Other Agreements, Etc.

(a) *Effect of Amendment.* After giving effect to this Amendment on the Amendment Effective Date, the Amended Agreement shall be and remain in full force and effect in accordance with its terms and is hereby ratified and confirmed by the parties in all respects. The execution, delivery, and performance of this Amendment shall not operate as a waiver of any right, power, or remedy of any party under the Existing Agreement. Each party hereby acknowledges and agrees that, after giving effect to this Amendment, all of its obligations and liabilities under the Existing Agreement to which it is a party, as such obligations and liabilities have been amended by this Amendment, are reaffirmed and remain in full force and effect. All references to the Existing Agreement in any document or instrument delivered in connection therewith shall be deemed to refer to the Amended Agreement. Nothing contained herein shall be construed as a novation of the obligations outstanding under the Existing Agreement, which shall remain in full force and effect, except as modified hereby.

(b) *Limited Effect.* This Amendment relates only to the specific matters expressly covered herein, shall not be considered to be an amendment or waiver of any rights or remedies that any party may have under the Existing Agreement or under applicable law, and shall not be considered to create a course of dealing or to otherwise obligate in any respect a party to execute similar or other amendments or waivers or grant any amendments or waivers under the same or similar or other circumstances in the future.

(c) *SEC Filings*. The Company shall, as soon as practicable following the date hereof, publicly disclose in an SEC filing all the material terms and transactions contemplated by this Amendment. Prior to the delivery of any Advance Notices pursuant to the Amended Agreement, the Company shall prepare and file with the SEC a Prospectus Supplement to the Registration Statement on Form F-3 (File No. 333-278645) to register for resale the Ordinary Shares issuable in connection with any such Advance Notice.

(d) *Commitment Fee*. The parties agree that the Commitment Fee, which was paid pursuant to the Existing Agreement, shall not be increased as a result of this Amendment and no additional Commitment Fee shall be due from the Company as a result of the increase to the Commitment Amount pursuant to this Agreement.

(e) *Commitment Amount*. The parties acknowledge and agree that as of the date of this Amendment, the Company has received Advances under the Existing Agreement in the aggregate amount of \$17,733,569.55, and the amount remaining available under the Commitment Amount, before taking into account the effectiveness of this Amendment, was \$2,266,430.45. After taking into account the effectiveness of this Amendment, the amount remaining available under the Commitment Amount will be \$12,266,430.45.

SECTION 7. Miscellaneous.

(a) *Headings*. Section headings in this Amendment are included herein for convenience and do not affect the meanings of the provisions that they precede.

(b) *Severability*. If any provision of this Amendment is held invalid or unenforceable, either in its entirety or by virtue of its scope or application to given circumstances, such provision shall thereupon be deemed modified only to the extent necessary to render same valid, or not applicable to given circumstances, or excised from this Amendment, as the situation may require, and this Amendment shall be construed and enforced as if such provision had been included herein as so modified in scope or application, or had not been included herein or therein, as the case may be.

(c) *Binding Effect*. This Amendment binds and is for the benefit of the successors of each party.

(d) **GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE PRINCIPLES OF CONFLICT OF LAWS. THE PARTIES FURTHER AGREE THAT ANY ACTION BETWEEN THEM SHALL BE HEARD IN NEW YORK COUNTY, NEW YORK, AND EXPRESSLY CONSENT TO THE JURISDICTION AND VENUE OF THE SUPREME COURT OF NEW YORK, SITTING IN NEW YORK COUNTY, NEW YORK AND THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, SITTING IN NEW YORK, NEW YORK, FOR THE ADJUDICATION OF ANY CIVIL ACTION ASSERTED PURSUANT TO THIS AMENDMENT.**

(e) *Execution in Counterparts*. This Amendment may be executed in identical counterparts, both which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party. Facsimile or other electronically scanned and delivered signatures, including by e-mail attachment, shall be deemed originals for all purposes of this Amendment.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered as of the date first above written.

RAIL VISION LTD.

By: _____
Name: Ofer Naveh
Title: Chief Financial Officer

[Signature Page to Amendment to Standby Equity Purchase Agreement]

YA II PN, LTD.

By: Yorkville Advisors Global, LP
Its: Investment Manager

By: Yorkville Advisors Global II, LLC
Its: General Partner

By: _____
Name: Matt Beckman
Title: Member

[Signature Page to Amendment to Standby Equity Purchase Agreement]
