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 **September 2025**

Commission File Number: 001-42005

ZOOZ Power Ltd.
(Translation of registrant's name into English)

4B Hamelacha St.
Lod 7152008
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 ☐

Amended and Restated Sales Agreement and Offering of $1.0 Billion of Ordinary Shares

As previously reported, on July 29, 2025, ZOOZ Power Ltd. (the "Company") entered into a Sales Agreement with Chardan Capital Markets LLC ("Chardan") acting as sales agent (the "Original Sales Agreement"), pursuant to which the Company could offer and sell, from time to time through Chardan, ordinary shares, par value NIS 0.00286 per share, of the Company (the "Ordinary Shares") in "at the market offering" as defined in Rule 415(a)(4) promulgated under the Securities Act of 1933, as amended (the "Securities Act"), including sales made directly on The Nasdaq Capital Market or on any other existing trading market for the Ordinary Shares

As previously reported, on September 30, 2025, the Company entered into an Amended and Restated Sales Agreement (the "Sales Agreement") with Chardan and Jett Capital Advisors, LLC ("Jett Capital", and, together with Chardan, the "Sales Agents" and each, individually, a "Sales Agent"), pursuant to which the Company could offer and sell, from time to time through the Sales Agents, Ordinary Shares in "at the market offering" as defined in Rule 415(a)(4) promulgated under the Securities Act, including sales made directly on The Nasdaq Capital Market or on any other existing trading market for the Ordinary Shares. Pursuant to the Sales Agreement, Jett Capital will serve as a "qualified independent underwriter," within the meaning of Financial Industry Regulatory Authority Rule 5121 in connection with such offerings.

On September 29, 2025, the Company filed a Registration Statement on Form F-3 (File 333-290571) with the SEC registering the sale of up to $1.0 billion of Ordinary Shares, debt securities, rights, warrants, units or any combination thereof which was declared effective on September 30, 2025 (the "September 2025 Registration Statement"). On September 30, 2025, the Company filed a prospectus supplement to the September 2025 Registration Statement pursuant to Rule 424(b) under the Securities Act, relating to the sale of up to $1.0 billion of Ordinary Shares from time to time pursuant to the Sales Agreement.

To date, the offer and sale of an aggregate of 1,047,320 Ordinary Shares have been made under the Sales Agreement pursuant to the Company's shelf registration statement on Form F-3, as amended (File No. 333-288280), previously declared effective by the U.S. Securities and Exchange Commission (the "SEC") on July 9, 2025, as supplemented by the prospectus supplement dated July 29, 2025, relating to the Ordinary Shares (the "July 2025 Shelf Registration Statement"). We previously filed with the Securities and Exchange Commission (the "SEC") a separate prospectus supplement, dated July 29, 2025, for the offer and sale of up to $10,950,000 of our ordinary shares pursuant to a prior sales agreement with Chardan (the "July 2025 Prospectus Supplement"), under a shelf registration statement on Form F-3, as amended (Registration No. 333-288280). As of the date hereof, we have sold $3,686,360 of our ordinary shares pursuant to a prior sales agreement with Chardan under the July 2025 Shelf Registration Statement. An additional $1.0 billion of Ordinary Shares are being offered by the September 2025 Registration Statement pursuant to the Sales Agreement, which does not include the Ordinary Shares that remain available for sale under the July 2025 Shelf Registration Statement.

A copy of the opinion of Shibolet & Co., Law Firm, Israeli counsel to the Company, relating to the legality of the issuance and sale of the Ordinary Shares pursuant to the A&R Sales Agreement, is attached as Exhibit 5.1 hereto. This opinion is also furnished with reference to, and is hereby incorporated by reference into, the September 2025 Registration Statement.

This Report on Form 6-K shall not constitute an offer to sell or the solicitation of an offer to buy the Ordinary Shares or any securities, nor shall there be any offer, solicitation, or sale of the Ordinary Shares or any securities in any state in which such offer, solicitation or sale would be unlawful.

Amended and Restated Sponsor Support Agreement

As previously reported, on July 29, 2025, the Company entered into a Sponsor Support Agreement with Forest Hill 18 LP (the "Sponsor Support Agreement"). On September 29, 2025, the Company entered into an Amendment to the Sponsor Support Agreement (the "Amendment") with the Sponsor to, among other things, amend the terms of the issuance of the Sponsor Shares (as defined in the Sponsor Support Agreement) and the Lock-Up Period (as defined in the Sponsor Support Agreement). The foregoing description of the Amendment is not complete and is qualified in its entirety by reference to the full text of such agreement, a copy of which is furnished herewith as Exhibit 10.1 to this Report on Form 6-K and is incorporated herein by reference.

This Report on Form 6-K and the information incorporated by reference into this Report on Form 6-K and the exhibit hereto, is hereby incorporated by reference into the Company's Registration Statement on Form S-8, File No. 333-280741 and into the Company's Registration Statement on Form F-3, File Nos. 333-288280, 333-288916 and 333-289655 and 333-290571.

EXHIBIT INDEX

Exhibit No.	Description
5.1	Opinion of Shibolet & Co.
10.1	Amendment to Sponsor Support Agreement, dated September 29, 2025, by and between the Company and Forest Hill 18, LP
23.1	Consent of Shibolet & Co. (contained 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.

ZOOZ Power Ltd.

Dated: September 30, 2025

By: */s/ Avi Cohen*
Name: Avi Cohen
Title: Executive Chairman of the Board

Exhibit 5.1

SHIBOLET
LAW FIRM

Tou Towers - 4 Itshak Sadeh St. Tel Aviv
6777504, Israel | T. 972.3.3075000
F. 972.3.7778444 | www.shibolet.com

Tel-Aviv, September 30, 2025

ZOOZ Power Ltd.
4B Hamelacha Street
Lod 7152008
Israel

Re: ZOOZ Power Ltd.

Ladies and Gentlemen:

We have acted as Israeli counsel to ZOOZ Power Ltd., a company limited by shares organized under the laws of the state of Israel (the "**Company**"), in connection with the Prospectus Supplement dated September 30, 2025 (the "**Pro-Supp**") filed pursuant to Rule 424(b)(5) under the Securities Act of 1933 (the "**Act**"), and the Registration Statement on Form F-3 (File No. 333-290571) (the "**Registration Statement**") filed by the Company under the Act with the Securities and Exchange Commission (the "**SEC**") on September 29, 2025 and declared effective on September 30, 2025, relating to the offering and sale of ordinary shares, NIS 0.00286 nominal (par) value per share, of the Company (the "**Ordinary Shares**"), having an aggregate offering price of up to $1,000,000,000 (the "**Shares**") through Chardan Capital Markets LLC ("**Chardan**") and Jett Capital Advisors, LLC ("**Jett Capital**", and, together with Chardan, the "**Sales Agents**" and each, individually, a "**Sales Agent**"), all in accordance with the sales agreement by and between the Company and Chardan dated July 29, 2025, as amended by an Amended and Restated Sales Agreement with the Chardan and Jett Capital dated September 30, 2025 (the "**Sales Agreement**").

This opinion is being furnished in accordance with the requirements of Item 601(b)(5)(i) of Regulation S-K.

In our capacity as your Israeli counsel in connection with your preparation and filing of the Pro-Supp, we have examined and relied without investigation as to matters of fact upon the Pro-Supp and the exhibits thereto, and upon such certificates, statements and results of inquiries of public officials and officers and representatives of the Company and originals or copies, certified or otherwise identified to our satisfaction, of such other documents, corporate records, certificates and instruments as we have deemed necessary or appropriate to enable us to render the opinions expressed herein. We have assumed the genuineness of all signatures on all documents examined by us, the legal competence and capacity of all natural persons, the correctness and completeness of certificates of public officials and the representations set forth therein, the authenticity of all documents submitted to us as originals and the conformity to authentic original documents of all documents submitted to us as copies. As to any facts material to the opinions expressed herein which were not independently established or verified, we have relied upon oral or written statements and representations of officers and other representatives of the Company.

Based upon the foregoing, in reliance thereon and subject to the assumptions, comments, qualifications, limitations and exceptions stated herein, and assuming that the Company has taken all necessary corporate action to authorize and approve the issuance of any of the Shares under the Sales Agreement, the price, number of Shares and certain other terms of issuance with respect to any specific Placement Notice (as defined in the Sales Agreement) delivered under the Sales Agreement will be authorized and approved by and in accordance with and subject to the corporate resolutions related to the issuance, including but not limited to the Board of Directors of the Company (the "**Board**") or a pricing committee of the Board in compliance with applicable Israeli law and including without limitation any shareholders resolution required for increase of the Company's authorized share capital (collectively, the "**Authorizing Resolutions**"), and further assuming that neither the Sales Agreement nor any of the transactions contemplated thereunder constitute or deemed to be transactions to which a 'controlling shareholder' or an 'interested party', as such terms are defined under the Israeli Companies Law 5759-1999, is a party or in which any such 'controlling shareholder' or 'interested party' has a personal interest, we are of the opinion that upon their issuance pursuant to the terms of the Sales Agreement and in accordance with and subject to the Authorizing Resolutions related to the offering and sale of the Shares, (i) the Shares will be duly authorized for issuance, and (ii) when issued, upon payment of the consideration therefor as contemplated in the Sales Agreement, will be validly issued, fully paid and non-assessable.

We have also assumed that, at the time of issuance and sale of Shares, the number of Ordinary Shares that the Company is authorized to issue under the Company's Articles of Association, as in effect from time to time, shall be sufficient to cover such Shares.

In addition to the assumptions, comments, qualifications, limitations and exceptions set forth above, the opinions set forth herein are further limited by, subject to and based upon the following assumptions, comments, qualifications, limitations and exceptions:

1. We are members of the Israel Bar and we are opining herein as to the effect of the subject transaction only on the internal laws of the State of Israel, and we express no opinion with respect to the applicability thereto, or the effect thereon, of the laws of any other jurisdiction. In rendering our opinions, we have not considered, and hereby disclaim any opinion as to, the application or impact of any laws, cases, decisions, rules or regulations of any other jurisdiction, court or administrative agency. Our opinions are expressly limited to the matters set forth above, and we render no opinion, whether by implication or otherwise, as to any other matters.

2. Our opinions herein are subject to and may be limited by (i) applicable bankruptcy, insolvency, reorganization, receivership, moratorium and other similar laws affecting or relating to the rights and remedies of creditors generally including, without limitation, laws relative to fraudulent conveyances, preference and equitable subordination; (ii) general principles of equity (regardless of whether considered in a proceeding in equity or at law); and (iii) principles of good faith and fair dealing.

3. Our opinions are further subject to the effect of generally applicable rules of law arising from statutes, judicial and administrative decisions, and the rules and regulations of governmental authorities that: (i) limit or affect the enforcement of provisions of a contract that purport to require waiver of the obligations of good faith, fair dealing, diligence and reasonableness; (ii) limit the availability of a remedy under certain circumstances where another remedy has been elected; (iii) limit the enforceability of provisions releasing, exculpating or exempting a party from, or requiring indemnification of a party for, liability for its own action or inaction, to the extent the action or inaction involves negligence, recklessness, willful misconduct or unlawful conduct; (iv) may, where less than all of the contract may be unenforceable, limit the enforceability of the balance of the contract to circumstances in which the unenforceable portion is not an essential part of the agreed exchange; and (v) govern and afford judicial discretion regarding the determination of damages and entitlement to attorneys' fees.

We consent to the filing of this opinion letter on Form 6-K and to the use of our name under the caption "Legal Matters" in the Pro-Supp. In giving this consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Act or the rules and regulations promulgated thereunder.

This opinion letter is rendered as of the date first written above and we disclaim any obligation to advise you of facts, circumstances, events or developments, including, without limitation, in the law, which hereafter may be brought to our attention and which may alter, affect or modify the opinion expressed herein. Our opinions are expressly limited to the matters set forth above and we render no opinion, whether by implication or otherwise, as to any other matters relating to the Company or the Shares, except as set forth above.

Very truly yours,

/s/ Shibolet & Co., Law Firm

Shibolet & Co., Law Firm

Exhibit 10.1

AMENDMENT TO SPONSOR SUPPORT AGREEMENT

THIS AMENDMENT TO SPONSOR SUPPORT AGREEMENT (this "Amendment") is made and entered into as of September 29, 2025 (the "Effective Date"), by and between ZOOZ Power Ltd., a company incorporated under the laws of the State of Israel ("Customer" or "Company"), and Forest Hill 18, LP, a Delaware limited partnership ("Sponsor").

RECITALS

A. Customer and Sponsor are parties to that certain Sponsor Support Agreement dated as of July 29, 2025 (the "Agreement").

B. The Tranche 1 Closing (as defined in the Agreement) occurred on August 6, 2025, pursuant to which the Customer raised Five Million U.S. Dollars (U.S.$5,000,000.00).

C. Section 3.1(a) of the Agreement provided for the Customer to issue to the Sponsor, subject to and as part of the completion of the Tranche 1 Closing, that number (the "Tranche 1 Sponsor Shares") of ordinary shares, nominal (par) value NIS 0.00286 per share, of the Customer ("Ordinary Shares") equal to five percent (5%) of the total number of Ordinary Shares outstanding on a fully-diluted, as converted basis, following the completion of such Tranche 1 Closing, including (for purposes of clarification) the issuance of the Tranche 1 Sponsor Shares upon payment by the Sponsor of a purchase price equal to the greater of (x) U.S. $0.01 and (y) the then-existing nominal (par) value of an Ordinary Share; provided that, to the extent reasonably appropriate to prevent the Sponsor from being deemed to exceed a beneficial ownership of greater than 4.99% of the Customer, such Ordinary Shares are instead to be issued to Sponsor in the form of pre-funded warrants (the "Pre-Funded Warrants") in the form attached as Exhibit B to the Agreement.

D. The Shareholder Approval (as defined in Section 3.2 of the Agreement) was obtained on Friday, September 19, 2025, and such approval included approval to the Company to issue to the Sponsor (i) 1,675,926 Tranche 1 Sponsor Shares and (ii) subject to completion of the Tranche 2 Closing (as defined in Section 3.1(b) of the Agreement), the Units (as defined in Section 3.1(b) of the Agreement).

E. Customer and Sponsor expect the Tranche 2 Closing (as such term is defined in Section 3.1(b) of the Agreement) to occur on Friday, September 26, 2025.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Tranche 1 Sponsor Shares. Section 3.1(a) of the Agreement is hereby deleted and replaced in its entirety with the following:

"Tranche 1 Sponsor Shares: On the Settlement Date, Customer shall sell to Sponsor 150,000 Ordinary Shares and 1,525,926 Pre-Funded Warrants for a total purchase price of $16,759.26. The issuance of Ordinary Shares pursuant to this Section 3.1(a) is in consideration of the Services provided pursuant to Part A of Schedule 1.1 attached hereto."

2. Amendment to Section 3.1(b). Section 3.1(b) of the Agreement is hereby deleted and replaced in its entirety with the following:

"At Closing Subject to Shareholder Approval: Within two (2) Business Days of the "Tranche 2 Closing" (Tranche 2 Closing shall have the meaning of the term "Closing" as such term is defined in that certain securities purchase agreement by and among the Customer and the investors party thereto, dated as of the date hereof, relating to the sale of approximately 180 million Ordinary Shares (as defined below) and/or pre-funded warrants to purchase Ordinary Shares (as may be amended or modified, the "SPA")) (the "**Settlement Date**"), Customer shall sell to Sponsor that number of Units (as defined below) that is equal to five percent (5%) of the total number of Ordinary Shares outstanding on a fully-diluted, as converted basis, as have been or are being issued by the Company (whether as Ordinary Shares or other securities convertible, exchangeable or otherwise exercisable into Ordinary Shares) following the completion of the Tranche 2 Closing. The purchase price per Unit will be U.S. $0.01 (the "Per Security Price"). Each "Unit" will consist of one (1) Ordinary Share; provided, however, that such Ordinary Shares shall instead be issued in the form of pre-funded warrants, the form of which is set forth in **Exhibit B** hereto, to the extent that, if issued as Ordinary Shares, they would cause the Sponsor to exceed a beneficial ownership of greater than 4.99% of the Customer and (y) three (3) warrants, each to purchase one (1) Ordinary Share, with such warrants to be issued in the form as set forth in **Exhibit A** hereto and at an Exercise Price (as defined in such form of warrant) for each tranche as specified in **Exhibit A**; provided, however, that the total number of Ordinary Shares included in the total number of Units will be decreased by the amount of any Ordinary Shares issued to the Sponsor pursuant to Section 3.1(a) of this Agreement or pursuant to an earlier closing of the Tranche 2 Closing."

3. In the event that there is a shortfall (based on the aggregate amounts in the SPA, as such term is defined in Section 3.1(b) of the Agreement) in the number of Ordinary Shares and/or pre-funded warrants sold at the closing expected to occur on Friday, September 26, 2025 (a "Shortfall"), and the Company sells Ordinary Shares and/or pre-funded warrants at the same price as in the SPA to investors on terms substantially similar to the SPA (with, potentially, modifications to the form of purchase price paid by such investors and/or subject to a related agreement with such investors), and such sale closes on or before October 26, 2025, then such closing shall also be treated as part of the Tranche 2 Closing, but only to the extent of such Shortfall.

4. Amendment to Section 3.1(f). Section 3.1(f) of the Agreement is hereby deleted and replaced in its entirety with the following:

"Lock-Up: Subject to the exceptions noted in **Schedule 3.1(f)** hereto, the Sponsor agrees not to, without the prior written consent of the Customer, (a) sell, offer to sell, contract or agree to sell, assign, lend, offer, encumber, donate, hypothecate, pledge, grant any option, right or warrant to purchase or otherwise transfer, dispose of or agree to transfer or dispose of, directly or indirectly, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Exchange Act, and the rules and regulations of the Commission promulgated thereunder, (i) any Ordinary Shares or (ii) any securities convertible into or exercisable or exchangeable for Ordinary Shares, in each case, held by it immediately after the Tranche 2 Closing (collectively, the "Lock-Up Shares"), (b) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any of the Lock-Up Shares, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise or (c) publicly announce any intention to effect any transaction specified in clause (a) or (b) (the actions specified in clauses (a)–(c), collectively, "Transfer"), until the earliest to occur of: (x) one (1) year after the Sponsor's acquisition of the Lock-Up Shares being Transferred, (y) the date on which the Customer completes a liquidation, merger, stock exchange, reorganization or other similar transaction that results in all of the Customer's stockholders having the right to exchange their Ordinary Shares for cash, securities or other property, or (z) the date on which the last sale price of the Ordinary Shares equals or exceeds an amount per Ordinary Share equal to 150% of the purchase price for the Ordinary Shares sold at the Tranche 2 Closing (as adjusted for stock splits, share consolidations, share capitalizations, rights issuances, subdivisions, reorganizations, recapitalizations and the like) for any twenty (20) trading days within any thirty (30) consecutive trading day period that begins from or after the first effective date of a registration statement filed in connection with the SPA (such period, the "Lock-Up Period"). Notwithstanding the foregoing or any other provision of this Agreement to the contrary, the Sponsor may, during the Lock-Up Period and without the consent of the Customer, enter into any agreement to Transfer any Lock-Up Shares, provided that in no event shall any Transfer of Lock-Up Shares pursuant to such agreement occur prior to the expiration of the Lock-Up Period."

5. Amendment to Schedule 7.5. Schedule 7.5 of the Agreement is hereby modified by deleting the notice address for the Sponsor and replacing it in its entirety with the following:

"FOREST HILL 18, LP
6 Carr. 696, Suite 4
Dorado, PR 00646"

6. Authority. Each party hereto represents to the other that it (i) has the right, power, legal capacity and authority to execute, deliver and perform this Amendment, (ii) all consents required as a condition to such party's authority to execute and perform this Amendment have been obtained, and (iii) each individual executing this Amendment on behalf of such party has the right, power, legal capacity and authority to execute, deliver and perform this Amendment on behalf of such party.

7. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document. Executed copies hereof may be delivered by facsimile, portable document format (.pdf) or email, and upon receipt, shall be deemed originals and binding upon the parties hereto.

8. No Further Modifications; the Agreement; Definitions. Except as set forth herein, the terms of the Agreement shall remain unmodified and in full force and effect. From and after the Effective Date of this Amendment, the term "Agreement" shall be deemed to refer to the Agreement, as amended by this Amendment. In the event of any conflict or inconsistency between the terms of this Amendment and the Agreement (including with respect to defined terms, including those in the recitals of this Amendment), the terms of this Amendment shall control.

9. Integration. This Amendment, together with the Agreement, contains the entire agreement between Customer and Sponsor with respect to the matters stated herein. This Amendment cannot be changed in any manner except by a written agreement signed by Customer and Sponsor.

10. Governing Law. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to any otherwise applicable principles of conflicts of law.

[*Remainder of Page Intentionally Left Blank; Signature Page(s) Immediately Follows*]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

CUSTOMER:

ZOOZ POWER LTD.

By: /s/ Avi Cohen
Name: Avi Cohen
Title: Executive Chairman of the Board of Directors

[Signature Page to Amendment to Sponsor Support Agreement]

SPONSOR:

FOREST HILL 18, LP

By: MOSHE 43, LLC, its General Partner

By: /s/ Happy Walters
Name: Happy Walters
Title: President

[Signature Page to Amendment to Sponsor Support Agreement]