

**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 **December 2024**

Commission File Number **001-35751**

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

**c/o Stratasy, Inc.  
7665 Commerce Way  
Eden Prairie, Minnesota 55344**

**1 Holtzman Street, Science Park  
P.O. Box 2496  
Rehovot, Israel 76124**

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(Addresses 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

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### *Rights Plan Amendment*

On December 19, 2024, Stratasys Ltd. (the “**Company**”) entered into an Amendment (the “**First Amendment**”) to that certain Shareholder Rights Agreement, dated as of December 21, 2023 (as amended, the “**Rights Agreement**”), by and between the Company and Continental Stock Transfer & Trust Company, as rights agent. The First Amendment was effective immediately prior to the expiration of the Company’s share purchase rights (the “**Rights**”) under the Rights Agreement, and extends the date of expiration of the Rights (the “**Expiration Date**”) to December 19, 2025. Other than that extension, the First Amendment does not make any other changes to the Rights Agreement.

The description of the Rights set forth under “Summary of the New Rights Plan” in the Company’s Report of Foreign Private Issuer on Form 6-K (a “**Form 6-K**”) furnished to the Securities and Exchange Commission on December 21, 2023 (the “**Original Form 6-K**”), as modified by the extended Expiration Date, is incorporated herein by reference. The foregoing description is qualified in its entirety by reference to the full text of the Rights Agreement and the First Amendment, which serve as Exhibits 4.1 and 4.2, respectively, to this Form 6-K and which are incorporated herein by reference.

### *Incorporation by Reference*

The contents of this Form 6-K, including Exhibits 4.1, and 4.2 hereto, are incorporated by reference into the Company’s registration statements on Form S-8, SEC file numbers 333-190963, 333-236880, 333-253694, 333-262951, 333-262952, 333-27049 and 333-277836, filed by the registrant with the SEC on September 3, 2013, March 4, 2020, March 1, 2021, February 24, 2022, February 24, 2022, March 3, 2023 and March 12, 2024, respectively, and Form F-3, SEC file number 333-251938, filed by the Registrant with the SEC on January 7, 2021, and shall be a part thereof from the date on which this Form 6-K is furnished, to the extent not superseded by documents or reports subsequently filed or furnished.

### *Exhibits*

The following exhibits are furnished as part of this Form 6-K:

<b>Exhibit</b>	<b>Description</b>
4.1	Shareholder Rights Agreement, dated as of December 21, 2023, between Stratasys Ltd. and Continental Stock Transfer & Trust Company, as rights agent, which includes the Form of Right Certificate (Exhibit A) and the Form of Summary of Rights (Exhibit B) appended thereto (incorporated by reference to Exhibit 4.1 to the Report of Foreign Private Issuer on Form 6-K furnished by the Company to the SEC on December 21, 2023)
4.2	First Amendment to Shareholder Rights Agreement, dated as of December 19, 2024, between Stratasys Ltd. and Continental Stock Transfer & Trust Company, as rights agent

## 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.

### STRATASYS LTD.

Dated: December 20, 2024

By:

/s/ Eitan Zamir

Name:

Eitan Zamir

Title:

Chief Financial Officer

**FIRST AMENDMENT TO  
SHAREHOLDER RIGHTS AGREEMENT**

THIS FIRST AMENDMENT TO SHAREHOLDER RIGHTS AGREEMENT (this "First Amendment"), dated as of December 19, 2024, by and between STRATASYS LTD., an Israeli company (the "Company"), and CONTINENTAL STOCK TRANSFER & TRUST COMPANY, a New York corporation, as rights agent (the "Rights Agent"), amends the Shareholder Rights Agreement, dated as of December 21, 2023, between the Company and the Rights Agent (the "Agreement"). Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Agreement.

**RECITALS**

WHEREAS, the Company and the Rights Agent have executed and entered into the Agreement;

WHEREAS, Section 28 of the Agreement provides, among other things, that the Company may from time to time, and the Rights Agent shall, if directed by the Company, supplement or amend this Agreement without the approval of any holders of Right Certificates to make any other provisions with respect to the Rights which the Company may deem necessary or desirable (provided, among other things, that, from and after such time as any Person becomes an Acquiring Person, certain conditions must be met);

WHEREAS, to the knowledge of the Company, no Person has become an Acquiring Person;

WHEREAS, the Board of Directors of the Company deems it advisable and in the best interests of the Company to amend the Agreement by extending the Final Expiration Date to the Close of Business on December 19, 2025; and

WHEREAS, the Company has provided an Officer's Certificate in compliance with the terms of Section 28 of the Agreement, attached hereto as Exhibit A.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements set forth herein, and intending to be legally bound, the parties hereto amend the Agreement as follows:

**AGREEMENT**

1. Amendment of Section 7(a). Paragraph (a) of Section 7 of the Agreement is amended in its entirety to read as follows:

"(a) The registered holder of any Right Certificate may exercise the Rights evidenced thereby (except as otherwise provided herein), in whole or in part, at any time after the Issuance Date, upon surrender of the Right Certificate, with the form of election to purchase on the reverse side thereof properly completed and duly executed, to the Rights Agent at the principal office of the Rights Agent, together with payment of the Purchase Price for each Ordinary Share as to which the Rights are exercised, at or prior to the earliest of (i) the Close of Business on December 19, 2025 (the "Final Expiration Date"), (ii) the time at which the Rights are redeemed as provided in Section 23 hereof (the "Redemption Date"), or (iii) the time at which such Rights are exchanged as provided in Section 24 hereof."

2. Amendment of Exhibits. The exhibits of the Agreement shall be deemed amended in a manner consistent with this First Amendment.

3. Effect of this First Amendment. It is the intent of the parties that this First Amendment constitutes an amendment of the Agreement as contemplated by Section 28 thereof. This First Amendment shall be deemed effective immediately prior to the Close of Business on the date hereof (that is, immediately prior to the expiration of the Rights under Section 7(a) of the Agreement prior to its amendment under Section 1 above) as if executed by both parties hereto at such time on such date. Except as expressly provided in this First Amendment, the terms of the Agreement remain in full force and effect.

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4. Severability. If any term, provision, covenant or restriction of this First Amendment is held by a court of competent jurisdiction or other authority to be invalid, illegal or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this First Amendment shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

5. Governing Law. This First Amendment shall be deemed to be a contract made under the laws of the State of Israel and for all purposes shall be governed by and construed in accordance with the laws of such state applicable to contracts to be made and performed entirely within such state, other than with respect to the duties and rights of the Rights Agent under Sections 18-21 hereunder which shall be governed by and construed in accordance with the laws of the State of New York.

6. Descriptive Headings. The captions herein are included for convenience of reference only, do not constitute a part of this First Amendment and shall be ignored in the construction and interpretation hereof.

7. Further Assurances. Each of the parties to this First Amendment will cooperate and take such action as may be reasonably requested by the other party in order to carry out the provisions and purposes of this First Amendment, the Agreement and any transactions contemplated hereunder and thereunder.

8. Counterparts. This First Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this First Amendment to be duly executed as of the date first above written.

STRATASYS LTD.

By: /s/ Yoav Zeif  
Name: Yoav Zeif  
Title: Chief Executive Officer

By: /s/ Eitan Zamir  
Name: Eitan Zamir  
Title: Chief Financial Officer

CONTINENTAL STOCK TRANSFER & TRUST COMPANY

By: /s/ Margaret B. Lloyd  
Name: Margaret B. Lloyd  
Title: Vice President

[Signature Page to First Amendment to Shareholder Rights Agreement]

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**EXHIBIT A**

OFFICER'S CERTIFICATE

December 19, 2024

Pursuant to Section 28 of the Shareholder Rights Agreement, dated as of December 21, 2023 (the "Rights Agreement"), between Stratasys Ltd., an Israeli company (the "Company"), and Continental Stock Transfer & Trust Company, a New York corporation, as rights agent (the "Rights Agent"), the undersigned officer of the Company does hereby certify that the First Amendment to Shareholder Rights Agreement, to be entered into as of the date hereof by and between the Company and the Rights Agent, is in compliance with the terms of Section 28 of the Rights Agreement.

IN WITNESS WHEREOF, the undersigned hereby executes this Officer's Certificate as of the date first above written.

By: /s/ Yoav Zeif  
Name: Yoav Zeif  
Title: Chief Executive Officer