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): November 18, 2026

CLEARPOINT NEURO, INC.

(Exact name of Registrant as Specified in Its Charter)

Delaware	**001-34822**	**58-2394628**
(State or Other Jurisdiction of Incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

120 S. Sierra Ave., Suite 100 **Solana Beach, California** **(Address of Principal Executive Offices)**	**92075** **(Zip Code)**

Registrant's Telephone Number, Including Area Code: 888 287-9109

(Former Name or Former Address, if Changed Since Last Report)

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, $0.01 par value per share	CLPT	The Nasdaq Stock Market

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 1.01 Entry into a Material Definitive Agreement.

In November 2024, ClearPoint Neuro, Inc. (the "Company") entered into an At-The-Market Equity Offering Sales Agreement (the "Original Sales Agreement") with Stifel, Nicolaus & Company, Incorporated, as sales agent (the "Agent"), to sell shares of the Company's common stock having aggregate sales proceeds of up to $50 million (the "Shares"), from time to time, through an "at the market offering" program, as defined in Rule 415(a)(4) under the Securities Act of 1933, as amended (the "Securities Act").

On November 18, 2026, the Company and the Agent entered into an amendment to the Original Sales Agreement (the "Sales Agreement Amendment," and collectively with the Original Sales Agreement, the "Sales Agreement") to increase the amount of aggregate sales proceeds from sales of shares of the Company's common stock thereunder from $50,000,000 to $150,000,000, inclusive of the aggregate sales proceeds from sales of shares of the Company's common stock under the Original Sales Agreement.

As of the date of this report, the Company has sold approximately $22.5 million of shares of its common stock under the Original Sales Agreement pursuant to the Company's registration statement on Form S-3 (File No. 333-275476), which was declared effective by the Securities and Exchange Commission ("SEC") on November 20, 2023 (the "Existing Registration Statement"), the base prospectus filed as part thereof and the related prospectus supplement dated November 7, 2024 and filed with the SEC on November 7, 2024 (the "ATM Prospectus Supplement"). The amount of shares of the Company's common stock available for offer and sale under the ATM Prospectus Supplement is not being increased from the amount currently available for offer and sale thereunder, which is approximately $27.5 million as of the date of this report. If the Company desires to offer and sell any additional amount of shares of the Company's common stock under the Existing Registration Statement in excess of the approximately $27.5 million available for offer and sale under the ATM Prospectus Supplement, the Company will file a prospectus supplement to the Existing Registration Statement.

Subject to the terms and conditions of the Sales Agreement, the Agent will use commercially reasonable efforts, consistent with its normal trading and sales practices, applicable state and federal laws, rules and regulations, and the rules of the Nasdaq Capital Market, to sell the Shares from time to time based upon the Company's instructions for the sales, including any price, time or size limits specified by the Company. Under the Sales Agreement, the Agent may sell the Shares by any method deemed to be an "at the market offering" as defined in Rule 415(a)(4) under the Securities Act. The Agent's obligations to sell the Shares under the Sales Agreement are subject to satisfaction of certain conditions, including customary closing conditions.

The Company has agreed to pay Agent a commission of up to 3.0% of the gross sales price of the Shares for amounts of Shares sold from time to time pursuant to the Sales Agreement and to provide Agent with customary indemnification and contribution rights, including for liabilities under the Securities Act. The Company also will reimburse the Agent for certain specified expenses in connection with entering into the Sales Agreement. The Sales Agreement contains customary representations and warranties and conditions to the placements of the Shares pursuant thereto. The Company is not obligated to sell any Shares under the Sales Agreement and may at any time suspend solicitation and offers under the Sales Agreement. The Sales Agreement may be terminated by the Company at any time by giving written notice to the Sales Agent for any reason or by the Sales Agent at any time by giving written notice to the Company for any reason or immediately under certain circumstances, and shall automatically terminate upon the issuance and sale of all Shares.

The foregoing description of the Sales Agreement is not complete and is qualified in its entirety by reference to the full text of the (a) Original Sales Agreement, a copy of which was filed as an exhibit to the Company's Current Report on Form 8-K filed with the SEC on November 7, 2024 and (b) the Sales Agreement Amendment, a copy of which is filed as an exhibit to this report, and each of which is incorporated herein by reference.

This report shall not constitute an offer to sell or the solicitation of an offer to buy any securities under the Sales Agreement, nor shall there be any sale of such securities 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.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	**Description of Exhibit**
1.1	Amendment No. 1 to At-The-Market Equity Offering Sales Agreement between ClearPoint Neuro, Inc. and Stifel, Nicolaus & Company, Incorporated, dated November 18, 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.

CLEARPOINT NEURO, INC.

Date: November 18, 2026

By: /s/ Danilo D'Alessandro
Danilo D'Alessandro
Chief Financial Officer

Exhibit 1.1

AMENDMENT NO. 1 TO AT-THE-MARKET EQUITY OFFERING SALES AGREEMENT

November 18, 2026

STIFEL, NICOLAUS & COMPANY, INCORPORATED
One South Street, 15th Floor
Baltimore, Maryland 21202

Ladies and Gentlemen:

ClearPoint Neuro, Inc., a Delaware corporation (the "Company") and Stifel, Nicolaus & Company, Incorporated (the "Agent") are parties to that certain At-the-Market Equity Offering Sales Agreement dated November 7, 2024 (the "Original Agreement"). All capitalized terms not defined herein shall have the meanings ascribed to them in the Original Agreement. The parties, intending to be legally bound, hereby amend the Original Agreement as follows:

1.The first sentence of the first paragraph of the Original Agreement is hereby deleted in its entirety and replaced with the following:

> "ClearPoint Neuro, Inc., a Delaware corporation (the "Company"), proposes, subject to the terms and conditions stated herein, to issue and sell from time to time to or through Stifel, Nicolaus & Company, Incorporated ("Stifel Nicolaus"), as sales agent and/or principal ("Agent"), shares (the "Shares"*)* of the Company's common stock, $0.01 par value per share (the "Common Stock"), having an aggregate offering price of up to $150,000,000 on the terms set forth in Section 2 of this At-The-Market Equity Offering Sales Agreement (the "Agreement")."

2.All references to "November 7, 2024" set forth in Annex I of the Original Agreement are revised to read "November 7, 2024 (as amended by Amendment No. 1 to At-the-Market Equity Offering Sales Agreement, dated November 18, 2026)".

3.Except as specifically set forth herein, all other provisions of the Original Agreement shall remain in full force and effect.

4.Entire Agreement; Amendment; Severability. This Amendment No. 1 to the Original Agreement together with the Original Agreement (including all schedules and exhibits attached hereto and thereto and Placement Notices issued pursuant hereto and thereto) constitutes the entire agreement and supersedes all other prior and contemporaneous agreements and undertakings, both written and oral, among the parties hereto with regard to the subject matter hereof. All references in the Original Agreement to the "Agreement" shall mean the Original Agreement as amended by this Amendment No. 1; *provided, however*, that all references to "date of this Agreement" in the Original Agreement shall continue to refer to the date of the Original Agreement.

5.Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REFERENCE TO ITS PRINCIPLES OF CONFLICTS OF LAW.

6.Waiver of Jury Trial. The Company and the Agent hereby irrevocably waive, to the fullest extent permitted by applicable law, any and all right to jury trial by jury in any legal proceeding arising out of or relating to this amendment or the transactions contemplated hereby.

7.Counterparts. This amendment may be executed by any one or more of the parties hereto and thereto in any number of counterparts, each of which shall be deemed to be an original, but all such respective counterparts shall together constitute one and the same instrument. This amendment may be delivered by any party by facsimile or other electronic transmission.

[Remainder of Page Intentionally Blank]

If the foregoing correctly sets forth the understanding among the Company and the Agent, please so indicate in the space provided below for that purpose, whereupon this letter shall constitute a binding amendment to the Original Agreement between the Company and the Agent.

Very truly yours,

CLEARPOINT NEURO, INC.

By: /s/ Danilo D'Alessandro
Name: Danilo D'Alessandro
Title: Chief Financial Officer

STIFEL, NICOLAUS & COMPANY, INCORPORATED

By: /s/ Nicholas Oust
Name: Nicholas Oust
Title: Managing Director

[Signature page to Amendment No. 1 to At-the-Market Equity Offering Sales Agreement]