

**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): July 15, 2014

BioSig Technologies, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

333-190080
(Commission File Number)

26-4333375
(IRS Employer
Identification No.)

12424 Wilshire Boulevard, Suite 745
Los Angeles, California
(Address of principal executive offices)

90025
(Zip Code)

Registrant's telephone number, including area code: **(310) 820-8100**

(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))
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Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On July 14, 2014, the board of directors (the “Board”) of BioSig Technologies, Inc. (the “Company”) increased the size of the Board to nine members and appointed Patrick Gallagher and Gregory Cash as members of the Board, effective as of July 15, 2014, to serve for a term expiring at the Company’s 2015 annual meeting of stockholders. In addition, the Board appointed Mr. Cash to serve as the Company’s president and chief executive officer.

Mr. Gallagher serves as a strategic consultant for Kinex Pharmaceuticals, LLC, a biotechnology firm focused on next-generation therapies in oncology and immunology and was the vice president of business development and investor relations from September 2012 to October 2013. He is also an early investor in Kinex Pharmaceuticals. In November 2010, he was appointed by broker Concept Capital, a division of Sanders Morris Harris, as a Managing Director and the head of institutional sales. In 2001, Mr. Gallagher co-founded BDR Research Group, LLC, an independent sell-side research firm specializing in healthcare investing, financing and operations, and served as its chief executive officer until November 2010. Prior to 2001, he held various sales positions at investment and research firms Kidder Peabody, PaineWebber and New Vernon Associates. Mr. Gallagher is a CFA charter holder. He received his MBA from Pennsylvania State University and holds a B.S. degree in finance from the University of Vermont. Mr. Gallagher brings to the Board over 20 years of investment and research experience in the healthcare and biotechnology space as well as extensive expertise in alternative investments, capital markets and marketing.

Mr. Cash served as the president, chief executive officer and founder of Argent International LLC, a life sciences consulting firm, from July 2011 until July 2014. From September 2012 until February 2013, he was also president and chief executive officer of NeuroTherm, Inc., a multinational company in the interventional pain field. Until June 2011, Mr. Cash served as president, chief executive officer and director of HeartSine Technologies, Inc., a start-up company in the automated external defibrillator market. Prior to joining HeartSine Technologies in December 2006, he was President, Vascular Therapy and New Business for Sorin Group based in Milan, Italy and also Senior Vice President, Strategic Alliances based in Denver, Colorado. From 2002 to 2004, Mr. Cash was the president, chief executive officer and a director of Vasomedical, Inc., a NASDAQ traded public company. Prior to 2002, he was corporate vice president at Datascope Corporation and president of its wholly owned subsidiary, InterVascular, Inc., president and chief operating officer of Eminent Technology Partners, Inc. and chief executive officer of its subsidiary, Eminent Research Systems, vice president and general manager of vascular therapies for the U.S. Surgical Corporation and spent five years at Boston Scientific Corporation in numerous roles, including vice president of cardiology sales and marketing in Europe. Mr. Cash began his career at Medtronic, Inc., where he served fourteen years in increasingly senior sales and marketing positions. He currently serves on a number of advisory boards, including the Concordia Language Villages National Board, the University of Minnesota Office for Technology Commercialization as well as the French American Chamber of Commerce of Minneapolis/St. Paul. Mr. Cash holds a B.A. in International Marketing and Business Administration from the College of St. Thomas in St. Paul, Minnesota.

In connection with the appointment of Mr. Cash, on July 15, 2014 (the “Effective Date”), the Company entered into an employment agreement with Mr. Cash (the “Employment Agreement”). The Employment Agreement has an initial term of three years that expires on July 15, 2017. Under the Employment Agreement, Mr. Cash is entitled to an annual base salary of \$275,000. Upon the Company closing an equity or equity-linked financing with proceeds to the Company of at least \$3.5 million (a “Qualified Financing”), Mr. Cash’s annual base salary will automatically increase to \$325,000 and he will receive (i) a one-time payment equal to the difference between the amount he would have earned if his base salary was \$325,000 and the amount he actually earned at his base salary of \$275,000 for the time period from the Effective Date until the closing of such Qualified Financing and (ii) a one-time cash bonus of \$30,000. If the Company does not complete a Qualified Financing within six months after the Effective Date, Mr. Cash’s annual base salary will nonetheless increase to \$325,000 and he will receive the same one-time payment unless the Company reasonably determines that the failure to complete such Qualified Financing was within the reasonable control of Mr. Cash. Mr. Cash is also eligible to receive an annual bonus equal to at least 50% of the sum of his base salary and one-time payment, based on the achievement of reasonable performance criteria to be determined by the Board in consultation with Mr. Cash within 90 days of the Effective Date.

In accordance with the Employment Agreement, on July 15, 2014, the Company granted Mr. Cash an incentive stock option to purchase 1,265,769 shares of the Company's common stock, made pursuant to an Incentive Stock Option Agreement. The option has an exercise price of \$2.21, which was the fair market value of the Company's common stock on the date of grant, and a term that expires ten years from the date of grant. The option will vest as follows (i) 542,473 shares of common stock will vest in eleven equal installments of 45,206 shares of common stock and one final installment of 45,207 shares of common stock on a quarterly basis with the first installment vesting on the Effective Date and subsequent installments vesting every three months thereafter; (ii) 180,824 shares of common stock will vest immediately upon completion of a Qualified Financing; (iii) 180,824 shares of common stock will vest upon the listing of the Company's common stock on a recognized U.S. national securities exchange (i.e., NYSE, MKT LLC, The Nasdaq Stock Market LLC or the New York Stock Exchange); (iv) 180,824 shares of common stock will vest upon the 510(k) clearance or any other type of clearance deemed necessary by the U.S. Food and Drug Administration of the Company's PURE (Precise Uninterrupted Real-time evaluations of Electrograms) EP technology platform; and (v) 180,824 shares of common stock will vest upon the Company achieving a market capitalization of \$150,000,000 and maintaining such market capitalization for at least 90 consecutive calendar days.

The Employment Agreement also contains certain confidentiality, non-disparagement, non-solicitation and assignment of inventions covenants for Mr. Cash.

If, during the term of the Employment Agreement, Mr. Cash's employment is terminated by the Company for cause or by Mr. Cash without good reason, Mr. Cash will only be entitled to receive unpaid and accrued amounts owed to him (e.g., for base salary, reimbursements and unused vacation) through the date of termination. In the event that Mr. Cash's employment is terminated either upon his death or permanent disability or upon the expiration of the term of the Employment Agreement without any renewal or extension, Mr. Cash will be entitled to receive, in addition to other unpaid amounts owed to him, the full amount of any earned but unpaid bonus for the calendar year prior to such termination, the prorated amount of any bonus earned for the calendar year of such termination and any cash bonus amount earned for the closing of a Qualified Financing. If Mr. Cash's employment is terminated by the Company without cause or by Mr. Cash for good reason, Mr. Cash will be entitled to receive the same severance package as upon his death or disability plus severance pay equal to one year of his base salary and continuation of benefits for one year following termination, provided that Mr. Cash complies with his confidentiality, non-disparagement and non-solicitation requirements and executes a release of claims in a form reasonably acceptable to the Company.

The foregoing summary of the Employment Agreement and the Incentive Stock Option Agreement are not complete, and are qualified in their entirety by reference to the full text of such agreements that are attached or incorporated by reference as Exhibits 10.1 and 10.2 of this Current Report on Form 8-K. Readers should review the Employment Agreement and the Incentive Stock Option Agreement for a more complete understanding of their terms and conditions.

Item 8.01 Other Events.

On July 21, 2014, the Company issued a press release announcing the appointment of Mr. Cash as president, chief executive officer and a director of the Company. A copy of the press release is filed as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
10.1	Employment Agreement, dated July 15, 2014, by and between BioSig Technologies, Inc. and Gregory Cash.
10.2	Incentive Stock Option Agreement, dated July 15, 2014, by and between BioSig Technologies, Inc. and Gregory Cash.
99.1	Press release dated July 21, 2014

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

BIOSIG TECHNOLOGIES, INC.

Date: July 21, 2014

By: /s/ Gregory Cash

Name: Gregory Cash

Title: Chief Executive Officer

EXECUTIVE EMPLOYMENT AGREEMENT

This Executive Employment Agreement ("**Agreement**") is entered into as of July 15, 2014 by and between BioSig Technologies, Inc., a Delaware corporation with its principal place of business at 12424 Wilshire Boulevard, Suite 745, Los Angeles, California 90025 (the "**Company**"), and Gregory Cash ("**Executive**"). In consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. **Agreement to Employ.** The Company desires to secure the services of Executive as its President and Chief Executive Officer ("**CEO**"). The Company and Executive desire to enter into this Agreement to, among other things, set forth the terms of Executive's employment with the Company. The Company and Executive acknowledge that this Agreement supersedes any other offer, agreement or promises made by anyone, specifically concerning the offer of employment by the Company, and this Agreement comprises the complete agreement between Executive and the Company concerning Executive's employment by the Company.

2. **Term of Agreement.** This Agreement shall be binding upon and enforceable against the Company and Executive immediately when both parties execute the Agreement. The Agreement's stated term and the employment relationship created hereunder will begin on July 15, 2014 (the "**Effective Date**") and will remain in effect until the third anniversary of the Effective Date, unless earlier terminated in accordance with Section 9. The period during which Executive is employed under this Agreement will be referred to as the "**Employment Period**" and the effective date of the termination of Executive's Employment will be referred to as the "**Termination Date**."

3. **Surviving Agreement Provisions.** Notwithstanding any provision of this Agreement to the contrary, the parties' respective rights and obligations under Sections 6 through 11 shall survive, in accordance with the provisions of such Sections, any termination or expiration of this Agreement or the termination of Executive's employment for any reason whatsoever.

4. **Services to be Provided by Executive.**

(a) **Position and Responsibilities.** Subject to the Agreement's terms, Executive agrees to serve the Company as its President and CEO, and as a member of the Company's Board of Directors (the "**Board**"). Executive shall have the duties and privileges customarily associated with an executive occupying such roles, and shall perform all reasonable acts customarily associated with such roles, or necessary and/or desirable to protect and advance the best interests of the Company. Executive shall resign as a member of the Board if his employment terminates for any reason. For purposes of this Agreement only, unless the context requires otherwise, all references to the Board shall not include Executive. The Company shall provide Executive with such reasonable amenities (e.g., office, furnishings and staff) as are necessary for the performance of his duties hereunder.

(b) **Executive's Employment Representations.** Executive agrees that he (i) shall not serve as a member of any board of directors, or as a trustee of, or in any manner be affiliated with, any present or future agency or organization (except for civic, religious, and not for profit organizations) without the consent of the Board, other than those board of directors or trustees on which Executive serves as of the date of this Agreement; and (ii) is required to devote sufficient working time to the Company (other than sick time and civic responsibilities, vacation, charitable or religious activities that do not interfere with the performance of Executive's duties) in order to properly carry out Executive's duties. Notwithstanding the foregoing, Executive shall be permitted to serve out any contractual termination period required as a consultant to Toray Industries, Inc ("**Toray**"), after providing the required notice of such termination to Toray no later than the Effective Date hereof. Executive further represents to the Company that Executive (x) is not violating and will not violate any contractual, legal, or fiduciary obligations or burdens to which Executive is subject by entering into this Agreement or providing services under the Agreement's terms; (y) is under no contractual, legal, or fiduciary obligation or burden (other than Executive's Consulting Agreement with Toray) that will interfere with his ability to perform services under the Agreement's terms; and (z) has no bankruptcies, convictions, disputes with regulatory agencies, or other discloseable or disqualifying events that would have any material impact on the Company or its ability to conduct securities offerings.

5. **Compensation for Services.** As compensation for the services Executive will perform under this Agreement during the Employment Period, the Company will pay Executive, and Executive shall accept as full compensation, the following:

(a) **Base Salary.** Executive shall receive a monthly salary of twenty two thousand nine hundred sixteen dollars and sixty-six cents (U.S. \$22,916.66) (annualized, two hundred seventy-five thousand dollars (U.S. \$275,000.00)) and prorated for any partial month, payable on the first day of each month less required withholdings (the "**Base Salary**"). Notwithstanding the foregoing, the Base Salary shall automatically increase to a monthly salary of twenty seven thousand eighty-three dollars and thirty-three cents (U.S. \$27,083.33) (annualized, three hundred twenty-five thousand dollars (U.S. \$325,000.00)) upon the Company completing an equity or equity-linked financing or series of related equity or equity-linked financings on terms acceptable to the Board that result in gross proceeds to the Company of at least three million five hundred thousand dollars (\$3,500,000) (a "**Qualified Financing**"). In addition, upon the completion of a Qualified Financing, the Company shall make a one-time payment (the "**Catch-Up Payment**") to Executive equal to the difference between that amount of Base Salary Executive would have been paid during the period from the Effective Date and ending on the date of such Qualified Financing had Executive's annualized Base Salary been three hundred twenty-five thousand dollars (U.S. \$325,000.00) less the amount of Base Salary actually earned by Executive during such period pursuant to the first sentence of this Section 5(a). Notwithstanding the foregoing, in the event that a Qualified Financing is not completed by the date which is six (6) months after the Effective Date (the "**Six Month Date**"), Executive's annual Base Salary shall nonetheless increase to \$325,000 effective as of the Six Month Date and the Company shall pay the Catch-Up Payment within ten (10) days after the Six Month Date unless the Company reasonably and in good faith determines the failure to complete the Qualified Financing on or before the Six Month Date was within the reasonable control of the Executive. Executive's compensation shall be subject to all appropriate federal and state withholding taxes.

(b) **Bonus Plans.** Executive shall be entitled to receive annual bonuses ("**Performance Bonuses**") as provided in this Section 5(b). For 2014, Executive shall be eligible to receive a Performance Bonus of up to 50% of the sum of his Base Salary (prorated based on actual days Executive is employed by the Company in 2014) and the Catch-Up Payment, based on the extent to which performance criteria for 2014 have been achieved. The 2014 Performance Bonuses, if any, shall be payable on or before March 15, 2015. The Board shall reasonably and in good faith establish the 2014 performance criteria, in consultation with Executive, within ninety (90) days of the Effective Date. For each calendar year or portion thereof during the Employment Period after 2014, Executive shall be eligible to receive annual Performance Bonuses of up to 50% of his Base Salary based on the extent to which performance criteria for the year have been met which shall be paid on or before March 15 of the calendar year after the calendar year to which the Performance Bonus relates. To be eligible to receive a Performance Bonus for a calendar year, Executive must remain employed through the end of the applicable calendar year except to the extent Executive is entitled to a prorated Performance Bonus under Section 10. In the event the Employee is entitled under Section 10 to receive a prorated Performance Bonus for the calendar year in which his employment terminates, the amount thereof shall be prorated based upon the number of days during such calendar year that the Employee was employed by the Company. All performance criteria shall be established reasonably and in good faith by the Board after consultation with Executive. The evaluation of Executive's performance, as measured by the applicable performance criteria and the awarding of bonuses, if any, shall be determined reasonably and in good faith by the Board.

(c) **One Time Bonus.** Upon completion of a Qualified Financing, Executive shall receive a one-time cash bonus of thirty thousand dollars (\$30,000), less required withholdings.

(d) **Stock Options.** Executive shall be entitled to the following grants of incentive stock options to purchase shares of common stock of the Company (the "**Common Stock**") pursuant to a Stock Option Agreement dated the Effective Date in the form attached hereto as Exhibit 5(d) at an exercise price of the fair market value of the Common Stock on the Effective Date, in the following amounts and vesting, subject to the terms and conditions of the BioSig Technologies, Inc. 2012 Equity Incentive Plan (the "**2012 Plan**"):

(i) A grant in the amount of 542,473 shares of Common Stock which shall become exercisable on a quarterly basis commencing on the Effective Date.

(ii) A grant in the amount of 180,824 shares of Common Stock which shall vest and become exercisable immediately upon the completion of a Qualified Financing.

(iii) A grant in the amount of 180,824 shares of Common Stock which shall vest and become exercisable immediately upon the listing of the Common Stock on a recognized U.S. national securities exchange (e.g., NYSE, MKT LLC, The Nasdaq Stock Market LLC or the New York Stock Exchange).

(iv) A grant in the amount of 180,824 shares of Common Stock which shall vest and become exercisable immediately upon the 501(k) clearance or any other type of clearance deemed necessary by the U.S. Food and Drug Administration of the Company's PURE (Precise Uninterrupted Real-time evaluations of Electrograms) EP technology platform.

(v) A grant in the amount of 180,824 shares of Common Stock which shall vest and become exercisable immediately upon the Company achieving a market capitalization of at least one hundred and fifty million dollars (\$150,000,000) and maintaining such market capitalization for at least ninety (90) consecutive calendar days.

(e) **Vacation.** During the Employment Period, Executive shall be entitled to vacation in accordance with the Company's vacation policy. Vacation shall be taken at such times and intervals as shall be determined by Executive, subject to the reasonable business needs of the Company.

(f) **Reimbursement of Ordinary Business Expenses.** The Company shall reimburse Executive for all reasonable business expenses incurred in connection with the performance of Executive's duties and travel on behalf of the Company, provided that Executive furnishes the Company with itemized statements of such expenses, with receipts and other appropriate supporting documentation evidencing such expenses within thirty (30) days of incurrence and provided that Executive otherwise complies with the Company's travel and expense reimbursement policies and procedures as may be in effect from time to time.

(g) **Other Benefits and Perquisites.** Executive shall be entitled to participate in the benefit plans provided by the Company for all employees generally, and for the Company's executive employees, including the availability of health and dental insurance benefits. The Company shall be entitled to modify, amend or terminate these benefit plans in its sole discretion at any time. Any reimbursement of expenses made under this Agreement shall only be made for eligible expenses incurred during the Employment Period, and no reimbursement of any expense shall be made by the Company after December 31st of the year following the calendar year in which the expense was incurred. The amount eligible for reimbursement under this Agreement during a taxable year may not affect expenses eligible for reimbursement in any other taxable year, and the right to reimbursement under this Agreement is not subject to liquidation or exchange for another benefit. Executive will comply with the Company's policies regarding these benefits, including all Internal Revenue Service rules and requirements.

6. **Confidential Information.**

(a) **Confidential Information.** The Company shall provide Executive with confidential information and trade secrets of the Company (hereinafter referred to as "**Confidential Information**"), shall place Executive in a position to develop and have ongoing access to Confidential Information of the Company, shall entrust Executive with business opportunities of the Company, and shall place Executive in a position to develop business goodwill on behalf of the Company. For purposes of this Agreement, Confidential Information includes, but is not limited to:

(i) Technologies developed by the Company and any research data or other documentation related to the development of such technologies, including, without limitation, all designs, ideas, concepts, improvements, product developments, discoveries and inventions, whether patentable or not, that are conceived, developed or acquired by Executive, individually or in conjunction with others, during the Employment Period and that relate to the Company's Business (as defined below);

(ii) All documents, drawings, memoranda, notes, records, files, correspondence, manuals, models, specifications, computer programs, E-mail, voice mail, electronic databases, maps, logs, drawings, models and all other writings or materials of any type embodying any of such information, ideas, concepts, improvements, discoveries, inventions and other similar forms of expression that are conceived, developed or acquired by Executive individually or in conjunction with others during the Employment Period (whether during business hours or otherwise and whether on any Company premises or otherwise) that relate to the Company's Business, trade secrets, products or services;

(iii) Customer lists and prospect lists developed by the Company;

(iv) Information regarding the Company's customers that Executive acquired as a result of his employment with the Company, including but not limited to, customer contracts, work performed for customers, customer contacts, customer requirements and needs, data used by the Company to formulate customer bids, customer financial information, and other information regarding the customer's business;

(v) Information related to the Company's Business, including but not limited to marketing strategies and plans, sales procedures, operating policies and procedures, pricing and pricing strategies, business plans, sales, profits, and other business and financial information of the Company;

(vi) Training materials developed by and utilized by the Company; and

(vii) Any other information that Executive acquired as a result of his employment with the Company and which one would reasonably believe the Company would not want disclosed to a business competitor or to the general public.

Executive understands and acknowledges that such Confidential Information gives the Company a competitive advantage over others who do not have such Information, and that the Company would be irreparably harmed if the Confidential Information were disclosed.

For purposes of this Agreement, Confidential Information shall not include information that: (i) prior to disclosure, is or was known or generally available to the public; (ii) after disclosure, became known to the public through no act or omission of Executive in violation of this Agreement or any other person or entity with an obligation of confidentiality to the Company in violation of such obligation; or (iii) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange (provided, however, Executive shall advise the Company of such required disclosure in writing promptly upon learning thereof in order to afford the Company a reasonable opportunity to contest, limit and/or assist Executive in crafting such disclosure and shall cooperate with the Company concerning any such attempt to contest, limit or craft the disclosure).

(b) **Disclosure of Confidential Information.** Executive agrees that he shall hold all Confidential Information of the Company in trust for the Company and shall not during or after his employment terminates for any reason: (i) use such information for any purpose other than the benefit of the Company; or (ii) disclose to any person or entity any Confidential Information of the Company except as necessary during Executive's employment with the Company to perform services on behalf of the Company. Executive shall also take reasonable steps to safeguard such Confidential Information in Executive's possession or control to prevent its disclosure to unauthorized persons.

(c) **Return of Information.** Upon termination of employment, or at any earlier time as directed by the Company, Executive shall immediately deliver to the Company any and all Confidential Information in Executive's possession, any other documents or information that Executive acquired as a result of his employment with the Company and any copies of any such documents/information. Executive shall not retain any originals or copies of any documents or materials related to the Company's Business – whether in hard copy or digital form – that Executive came into possession of or created as a result of his employment with the Company. Executive acknowledges that such information, documents and materials are the exclusive property of the Company. After Executive delivers to the Company all Confidential Information in Executive's possession and all other documents and/or information relating to the Company's Business, Executive shall immediately delete all Company Confidential Information and other documents and/or information relating to the Company's Business from any computer, cellular phone or other digital or electronic device owned by Executive. In addition, upon termination of employment, or at any time earlier as directed by the Company, Executive shall immediately deliver to the Company any property of the Company in Executive's possession.

7. **Ownership of Property and Rights.**

(a) Exclusive Property. Executive confirms that all Confidential Information is, will be, and shall remain the exclusive property of the Company. All business records, papers and documents, however documented, kept or made by Executive and which relate to the Company's Business, shall be and remain the sole property of the Company. Without derogating from any of the provisions of this Agreement, Executive represents that any of the Work Product (as defined below) are the sole property of the Company and Executive has no rights to such Work Product or Confidential Information related thereto or embodied therein.

(b) Assignment of Inventions.

(i) For purposes of this Agreement, the term "**Work Product**" shall mean, collectively, all work product, information, inventions, original works of authorship, ideas, know-how, formula, techniques data, whether or not patentable, processes, designs, computer programs, photographs, illustrations, developments, trade secrets and discoveries, including improvements thereto, and all other intellectual property, including patents, trademarks, copyrights and trade secrets, that Executive conceives, creates, develops, makes, reduces to practice, or fixes in a tangible medium of expression, either alone or with others that (a) relates in any manner to the previous, existing or significantly contemplated business, work, or investigations of the Company; (b) is or was suggested by, has resulted or will result from, or has arisen or will arise out of any work that Executive has done or may do for or on behalf of the Company; (c) has resulted or will result from or has arisen or will arise out of any materials or Confidential Information that may have been disclosed or otherwise made available to Executive as a result of duties assigned to Executive by the Company; or (d) has been or will be otherwise made through the significant use of the Company's time, information, facilities, or materials, even if conceived, created, developed, made, reduced to practice, or fixed during other than working hours. Following the termination of Executive's employment for any reason, Executive agrees to make full written disclosure to the Company of all Work Product conceived, created, developed, made, reduced to practice, or fixed in a tangible medium of expression during the Employment Period. Executive hereby assigns and shall be deemed to have assigned to the Company or its designee, all of Executive's right, title, and interest in and to any and all Work Product conceived, created, developed, made, reduced to practice, or fixed in a tangible medium of expression during the Employment Period. Executive further acknowledges that all original works of authorship that have been or will be made or fixed in a tangible medium of expression by Executive (solely or jointly with others) within the scope of Executive's employment with the Company that are protectable by copyright are "Works Made for Hire," as that term is defined in the United States Copyright Act or under any comparable domestic or international law or regulations. Executive understands and agrees that that all such "Works Made for Hire" are owned by the Company, its successors, assigns or nominees, and that Executive shall not be entitled to any compensation other than the Base Salary for creation or assignment of the same to the Company, its successors, assigns or nominees; it being acknowledged and agreed that the Base Salary and all other compensation and employment terms of Executive under this Agreement shall constitute the sole consideration and remuneration for any Work Product, including, without limitation, "Works Made for Hire", regardless of the current or future value of the Work Product. Executive waives any right to claim royalties or other consideration with respect to any Work Product. Executive understands and agrees that the decision whether or not to commercialize or market any Work Product is within the Company's sole discretion and for the Company's sole benefit, and that no royalty will be due to Executive as a result of the Company's efforts to commercialize or market any such Work Product.

(ii) Executive agrees to keep and maintain adequate and current electronic records of all Work Product made by Executive (solely or jointly with others) during the Employment Period. The records will be available to and remain the sole property of the Company during the Employment Period and at all times thereafter.

(iii) Executive agrees to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in Work Product in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, affidavits, and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Work Product. Executive further agrees that Executive's obligation to execute or cause to be executed, when it is in Executive's power to do so, any such instrument or papers shall continue after the termination of this Agreement.

8. **Restrictive Covenants.** In consideration for (i) the Company's promise to provide Confidential Information to Executive and Executive's return promise to hold the Company's Confidential Information in trust; (ii) the substantial economic investment made by the Company in the Confidential Information and goodwill of the Company, and the business opportunities disclosed or entrusted to Executive; (iii) the compensation and other benefits provided by the Company to Executive; and (iv) the Company's employment of Executive pursuant to this Agreement, and to protect the Company's Confidential Information, customer relationships, and goodwill, Executive agrees to enter into the following restrictive covenants:

(a) **Non-Solicitation.** Executive agrees that, during the Employment Period and thereafter during the Restricted Period (defined below), other than in connection with his authorized duties under this Agreement, Executive shall not, directly or indirectly, either as a principal, manager, agent, employee, consultant, officer, director, stockholder, partner, investor, owner, or lender or in any other capacity, and whether personally or through other persons or entities:

(i) Solicit business from, interfere with, attempt to solicit business with, or do business with any customer, referral source and/or sponsor of the Company with whom the Company did business or who the Company solicited within the preceding two (2) years, and who or which: (1) Executive contacted, called on, serviced or did business with during Executive's employment at the Company; (2) Executive learned of solely as a result of Executive's employment with the Company; or (3) about whom Executive received Confidential Information. This restriction in this Section 8(a)(i) only prohibits soliciting, attempting to solicit or transacting business for any person or entity, other than the Company, engaged in the Company's Business or any affiliate thereof; or

(ii) Solicit, induce or attempt to solicit or induce, engage or hire, on behalf of himself or any other person or entity, any person who is an employee or consultant of the Company or who was employed by the Company within the preceding twelve (12) months.

(b) **Non-Disparagement.** Executive agrees that the Company's goodwill and reputation are assets of great value to the Company and its affiliates which were obtained through great costs, time and effort. Therefore, Executive agrees that during his employment and after the termination of his employment, Executive shall not in any way, directly or indirectly, disparage, libel or defame the Company, its beneficial owners or its affiliates, their respective business or business practices, products or services, or employees.

For purposes of this Agreement:

"Restricted Period" means a period of eighteen (18) months immediately following the date of Executive's termination from employment for any reason.

"Company's Business" means the business of developing, manufacturing and/or marketing biomedical products that minimize noise and artifacts from cardiac recordings during electrophysiology ("EP") studies and ablation; any other business the Company engages in during Executive's employment and in which Executive participated or of which Executive had knowledge of Confidential Information; or any business contemplated by the Company during Executive's employment and in which contemplations or business assessment Executive participated or about which contemplated business Executive had knowledge of Confidential Information.

(c) **Tolling.** If Executive violates any of the restrictions contained in this Section 8 (other than subsection (b) of this Section 8), the Restricted Period shall be suspended and will not run in favor of Executive from the time of the commencement of any violation until the time when Executive cures the violation.

(d) **Remedies.** Executive acknowledges that the restrictions contained in Sections 6, 7 and 8 of this Agreement, in view of the nature of the Company's business and his position with the Company, are reasonable and necessary to protect the Company's legitimate business interests, Confidential Information and goodwill and that any violation of Sections 6, 7 and 8 of this Agreement would result in irreparable injury to the Company. In the event of a breach or threatened breach by Executive of Sections 6, 7 or 8 of this Agreement, the Company shall be entitled (i) to seek a temporary restraining order and injunctive relief restraining Executive from the commission of any breach; and (ii) if the Company is the prevailing party, to recover reasonable attorneys' fees, expenses and costs the Company incurs in such action. Further, if the Company prevails in any action brought by Executive (or anyone acting on his behalf) seeking to declare any term in this Section 8 void or unenforceable or subject to reduction or modification, then the Company shall be entitled to recover attorneys' fees, expenses and costs the Company incurs in such action. Similarly, if Executive prevails in any action brought by the Company (or anyone acting on its behalf) seeking to enforce any term in Section 6, 7 or 8, then Executive shall be entitled to recover reasonable attorneys' fees, expenses and costs he incurs in such action. Nothing contained in this Agreement shall be construed as prohibiting the Company from pursuing any other remedies available to it for any breach or threatened breach, including, without limitation, the recovery of money damages. The existence of any claim or cause of action by Executive against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of Section 6, 7 or 8 of this Agreement. If Executive, in the future, seeks or is offered employment, or any other position or capacity with another person or entity, Executive agrees to inform each such person or entity of the restrictions in Sections 6, 7 and 8 of this Agreement. Further, before accepting any employment or other position with any person or entity during the Restricted Period, Executive agrees to give prior written notice to the Company of the name and address of such person or entity. The Company shall be entitled to advise such person or entity of the provisions of Sections 6, 7 and 8 and to otherwise deal with such person or entity to ensure that the provisions of Sections 6, 7 and 8 are enforced.

(e) **Reformation.** The courts shall be entitled to modify the duration and scope of any restriction contained in this Section 8 to the extent such restriction would otherwise be unenforceable, and such restriction as modified shall be enforceable. Executive acknowledges that the restrictions imposed by this Agreement are legitimate, reasonable and necessary to protect the Company's investment in its Confidential Information, businesses, customer relationships and the goodwill thereof. Executive acknowledges that the scope and duration of the restrictions contained herein are necessary and reasonable in light of the time that Executive has been engaged in the business of the Company, Executive's reputation in the markets for the Company's business and Executive's relationship with the suppliers, customers and clients of the Company obtained through Executive's employment with the Company.

9. **Termination of Agreement.** The employment relationship between Executive and the Company created under this Agreement shall terminate before the expiration of the stated term of this Agreement upon the occurrence of any one of the following events:

(a) **Death or Permanent Disability.** This Agreement, and Executive's employment, shall be terminated effective on the death or permanent disability of Executive. For this purpose, "**Permanent Disability**" shall mean the inability of Executive to perform his essential duties and responsibilities under this Agreement with or without reasonable accommodation for a continuous period exceeding 90 days or for a total of 180 days during any period of 12 consecutive months as a result of a physical or mental illness, disease or personal injury he has incurred.

(b) **Termination by the Company for Cause.** The Company may terminate Executive's employment hereunder for Cause at any time after providing written notice to Executive. For purposes of this Agreement, the term "**Cause**" shall mean any of the following:

- (i) Executive being charged with, or convicted of, a crime or Executive's commission of any unlawful acts (including, but not limited to, misrepresentation, theft, misappropriation, fraud, harassment, discrimination or retaliation) that may cause harm to the reputation or business of the Company, as determined in the Board's reasonable discretion;
- (ii) Executive's material breach of this Agreement or any other agreement with the Company;
- (iii) Executive's refusal to perform, or intentional disregard of, in any material respect, Executive's duties and responsibilities;
- (iv) Executive's refusal to abide by or comply with the lawful directives of the Board;
- (v) Executive's dishonesty, fraud, or willful gross misconduct with respect to the business or affairs of the Company;
- (vi) Executive's intentional damage to any property of the Company of substantial value; or

- (vii) Conduct by Executive which demonstrates gross unfitness to serve;

provided, however, that “Cause” shall not include: (x) any act or omission which is taken at the direction of the Board; or (y) any refusal to take any action that, in Executive’s good faith judgment would be unlawful.

In each such event listed in clauses (ii), (iii), (iv) and (vii) above, if the circumstances are curable as determined in the Board’s reasonable and good faith judgment, the Company shall give Executive written notice thereof which shall specify in reasonable detail the circumstances constituting Cause, and there shall be no Cause with respect to any such circumstances if cured by Executive within thirty (30) days after such notice. Subject to Executive’s right to dispute such determination by appropriate legal action, in all cases the Board shall reasonably and in good faith determine whether Cause exists and whether, in circumstances in which Executive is provided an opportunity to cure an action or omission, such action or omission has been cured.

(c) **Termination by Executive for Good Reason.** Executive may immediately terminate his employment hereunder for Good Reason at any time by notice given to the Company. For purposes of this Agreement, the term “**Good Reason**” shall mean the occurrence of any of the following:

- (i) a material diminution by the Board without Executive’s consent in Executive’s duties or responsibilities as President and Chief Executive Officer of the Company; or
- (ii) the material breach of this Agreement by the Company;

provided, however, that an insubstantial or inadvertent action taken in good faith and which is remedied by the Company promptly after receipt of written notice thereof from Executive shall not constitute Good Reason. Executive agrees to provide the Company with such written notice describing in reasonable detail the facts and circumstances that are alleged to otherwise constitute Good Reason promptly following Executive’s reasonable good faith determination that Good Reason exists. In the event Good Reason exists, Executive may terminate his employment with the Company if the Company does not cure such circumstances within 30 (thirty) days after the date Executive gives such written notice to the Company.

(d) **Termination by the Company Without Cause.** The Company may terminate this Agreement and Executive’s employment at any time upon thirty (30) days written notice to Executive without Cause, during which period Executive shall not be required to perform any services for the Company other than to assist the Company in training his successor and generally preparing for an orderly transition.

(e) **Termination by Executive for any Reason.** Executive may terminate this Agreement and his employment for any reason at any time upon thirty (30) days written notice to the Company.

(f) **Separation from Service.** For purposes of this Agreement, including, without limitation, Sections 9 and 10, any references to a termination of Executive’s employment shall mean a “separation from service” as defined by Section 409A of the Internal Revenue Code of 1986, as amended (the “**Code**”) and the Treasury Regulations and other guidance issued thereunder.

10. **Compensation Upon Termination.** Upon the termination of Executive's employment under this Agreement before the expiration of the stated term in this Agreement, Executive shall be entitled to the following:

(a) **Termination by the Company for Cause or as a Result of the Resignation of Executive.** In the event that Executive's employment is terminated by the Company for Cause, or as a result of Executive's resignation without Good Reason, the Company shall pay the following amounts to Executive (or his estate or other legal representative, as the case may be) within the time period required by applicable law (and in all events within thirty (30) days of such termination):

(i) any accrued but unpaid Base Salary (as determined pursuant to Section 5(a) hereof) for services rendered to the Termination Date;

(ii) any accrued but unpaid expenses required to be reimbursed pursuant to Section 5(f) hereof;

(iii) payment for any accrued and unpaid vacation or similar pay to which he is entitled under Company policies; and

(iv) any medical, dental, life insurance or similar "welfare" benefits to which Executive may be entitled upon termination pursuant to the plans, policies, and arrangements referred to in Section 5(g) hereof, which shall be paid in accordance with the terms of such plans, policies and arrangements.

The amounts described in Sections 10(a)(i)-(iv) shall be referred to herein as the "**Accrued Obligations.**"

(b) **Termination by Reason of Death or Permanent Disability of Executive.** In the event that Executive's employment is terminated by reason of Executive's death or Permanent Disability, the Company shall pay to Executive (or his estate or other legal representative, as the case may be):

(i) the Accrued Obligations within the time period required by applicable law (and in all events within thirty (30) days after the Termination Date);

(ii) any earned but unpaid bonus under Section 5(b) relating to the calendar year prior to the calendar year in which the Termination Date occurs (a "**Prior Year Bonus**"), such amount to be paid no later than March 15 following the Termination Date;

(iii) any earned but unpaid prorated bonus under Section 5(b) relating to the calendar year in which the Termination Date occurs (a "**Current Year Bonus**"), such amount to be paid no later than March 15 of the calendar year following the calendar year in which the Termination Date occurs; and

(iv) any earned but unpaid bonus under Section 5(c).

(c) **Termination by the Company Without Cause or by Executive for Good Reason.** In the event that Executive's employment is terminated by Executive for Good Reason pursuant to Section 9(c) or by the Company without Cause pursuant to Section 9(d), the Company shall pay or provide to Executive at its expense the following:

(i) the Accrued Obligations within the time period required by applicable law (and in all events within thirty (30) days after the Termination Date);

(ii) any earned but unpaid Prior Year Bonus, such amount to be paid no later than March 15 following the Termination Date;

(iii) any earned but unpaid Current Year Bonus, such amount to be paid no later than March 15 of the calendar year following the calendar year in which the Termination Date occurs;

(iv) any earned but unpaid bonus under Section 5(c); and

(v) subject to compliance with his obligations under Sections 6, 7 and 8 and the execution and timely return by Executive of a Release of Claims (as defined below) and subject to the provisions of Section 11 below:

(1) Severance pay in an amount equal to Executive's Base Salary for twelve (12) months payable in equal monthly installments with the first installment commencing on the 10th day following the termination of Executive's employment; provided, however, if Executive is retained or re-employed during such twelve (12) month period the severance pay shall thereafter equal the difference between Executive's Base Salary and the amount of base salary or base compensation paid to Executive by virtue of such retention or re-employment during the balance of such twelve (12) month period; and

(2) Commencing on the Termination Date and for the twelve (12) month period thereafter, or until Executive becomes eligible for comparable employer sponsored health plan benefits, whichever is sooner, all health plan benefits to which the Executive is entitled prior to the Termination Date under any such benefit plans or arrangements maintained by the Company in which the Executive participated, which benefits shall be determined and paid in accordance with this Agreement and plans or arrangements and shall be provided pursuant to COBRA with the relative costs therefor being paid by the Company and Executive in the same proportion as existed while Executive was an active employee of the Company:

(3) In the event Executive fails to comply with his obligations under Sections 6, 7 and 8 or does not timely execute and return (or otherwise revokes) a release of claims in the form and substance reasonably requested by the Company, no amount shall be payable to Executive pursuant to this Section 10(c)(v).

(4) The Release of Claims required under this Section 10(c)(v), shall be in a form reasonably required by the Company but shall exclude therefrom the following claims that Executive may have: (i) any claims for indemnification which may be available to Executive under Section 11(l), (ii) any claims under policies of insurance maintained by the Company, (iii) any claims under employee benefit plans of the Company; and (iv) any claims relating to future obligations of the Company under the Employment Agreement, including, without limitation, the obligations of the Company under this Section 10(c) thereof.

(d) **Termination Upon Expiration of Term.** In the event that Executive's employment is terminated as a result of the expiration of the term of the Agreement without any renewal or extension thereof, the Company shall pay or provide to Executive at its expense the following:

- (i) the Accrued Obligations within the time period required by applicable law (and in all events within thirty (30) days after the Termination Date);
- (ii) any earned but unpaid Prior Year Bonus;
- (iii) any earned but unpaid Current Year Bonus, such amount to be paid no later than March 15 of the calendar year following the calendar year in which the Termination Date occurs; and
- (iv) any earned but unpaid bonus under Section 5(c).

(e) **No Mitigation.** In no event shall Executive be obligated to seek other employment or take any other action to mitigate the amounts payable to Executive under this Section 10, nor shall the amount of any payment under this Section 10 be reduced by any compensation earned as a result of Executive's employment by another employer except as set forth herein.

11. **Other Provisions.**

(a) **Remedies; Legal Fees.** Each of the parties to this Agreement shall be entitled to enforce its rights under this Agreement, specifically, to recover damages by reason of any breach of any provision of this Agreement and to exercise all other rights existing in its favor. In the event that either party pursues any legal action against the other party resulting from a breach of this Agreement, the prevailing party shall be entitled to it or his attorneys' fees.

(b) **Limitations on Assignment.** In entering into this Agreement, the Company is relying on the unique personal services of Executive; services from another person will not be an acceptable substitute. Except as provided in this Agreement, neither party may assign this Agreement or any of the rights or obligations set forth in this Agreement without the explicit written consent of the other party. Any attempted assignment in violation of this Section 11(b) shall be void. Except as provided in this Agreement, nothing in this Agreement entitles any person other than the parties to the Agreement to any claim, cause of action, remedy, or right of any kind, including, without limitation, the right of continued employment.

(c) **Severability and Reformation.** The parties intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. If, however, any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future law, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof, and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance. In lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible, and the Company and Executive hereby request the court to whom disputes relating to this Agreement are submitted to reform the otherwise unenforceable covenant in accordance with this Section 11(c).

(d) **Notices.** Any notice or other communication required, permitted or desired to be given under this Agreement shall be deemed delivered when personally delivered; the business day, if delivered by overnight courier; the same day, if transmitted by e-mail on a business day before noon, Central Time; the next business day, if otherwise transmitted by e-mail; and the third business day after mailing, if mailed by prepaid certified mail, return receipt requested, as addressed or transmitted as follows (as applicable):

If to Executive:

Gregory Cash

5601 Bimini Drive
Minnetonka, Minnesota 55343
e-mail: gregorydcash@gmail.com

With a Copy to:

Gregory D. Pusch
Lapp, Libra, Thomson, Stoebner & Pusch, Chartered
120 South Sixth Street, Suite 2500
Minneapolis, MN 55402
e-mail: gpusch@lapplibra.com

If to the Company:

BioSig Technologies, Inc.

Attention: Ken Londoner
Executive Chairman
12424 Wilshire Boulevard, Suite 745
Los Angeles, CA 90025
klondoner@biosigtech.com

(e) **Further Acts.** Whether or not specifically required under the terms of this Agreement, each party shall execute and deliver such documents and take such further actions as shall be reasonably necessary in order for such party to perform all of his or its obligations specified in the Agreement or reasonably implied from the Agreement's terms.

(f) **Publicity and Advertising.** Executive agrees that the Company may use his name, picture, or likeness for any advertising, publicity or other business purpose at any time, during the term of this Agreement and may continue to use materials generated during the term of this Agreement for a period of six (6) months thereafter. The use of Executive's name, picture, or likeness shall not be deemed to result in any invasion of Executive's privacy or in violation of any property right Executive may have; and Executive shall receive no additional consideration if his name, picture or likeness is so used. Executive further agrees that any negatives, prints or other material for printing or reproduction purposes prepared in connection with the use of his name, picture or likeness by the Company shall be and are the sole property of the Company.

(g) **GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS (RULES) OR CHOICE OF LAWS (RULES) THEREOF.

(h) **Venue.** Venue of any litigation arising from this Agreement or any disputes relating to the Executive's employment shall be in the United States District Court for the District of Delaware, or a state district court of competent jurisdiction in New Castle County, Delaware. Executive consents to personal jurisdiction of the United States District Court for District of Delaware, or a state district court of competent jurisdiction in New Castle County, Delaware for any dispute relating to or arising out of this Agreement or Executive's employment, and Executive agrees that Executive shall not challenge personal or subject matter jurisdiction in such courts.

(i) **Waiver.** A party's waiver of any breach or violation of any Agreement provisions shall not operate as, or be construed to be, a waiver of any later breach of the same or other Agreement provision.

(j) **Entire Agreement, Amendment, Binding Effect.** This Agreement, including the documents and agreements referred to herein, constitutes the entire agreement between the parties concerning the subject matter in this Agreement. No oral statements or prior written material not specifically incorporated in this Agreement shall be of any force and effect, and no changes in or additions to this Agreement shall be recognized, unless incorporated in this Agreement by written amendment, such amendment to become effective on the date stipulated in it. Executive acknowledges and represents that in executing this Agreement, he does not rely, and has not relied, on any communications, promises, statements, inducements, or representation(s), oral or written, by the Company, except as expressly contained in this Agreement. Executive and the Company have relied on their own judgment in entering into this Agreement. Any amendment to this Agreement must be signed by all parties to this Agreement. This Agreement will be binding on and inure to the benefit of the parties hereto and their respective successors, heirs, legal representatives, and permitted assigns (if any). This Agreement supersedes any prior agreements between Executive and the Company concerning the subject matter of this Agreement.

(k) **Counterparts.** This Agreement may be executed in counterparts, with the same effect as if both parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together and shall constitute one and the same instrument.

(l) **Indemnification.** The Company will indemnify and hold Executive harmless against any liability, damage, cost or expense as and when incurred in connection with the defense of any action, suit or proceeding to which he is a party, or threat thereof, by reason of his being or having been an officer or director of the Company or any affiliate of the Company to the fullest extent permitted or required by the Company's certificate of incorporation or bylaws and applicable laws as in effect on the date hereof and notwithstanding any subsequent amendment thereof that would otherwise reduce, eliminate or adversely affect the Executive's rights to indemnification.

(m) **Expenses.** All costs and expenses (including attorneys' fees) incurred by the Company in connection with the negotiation and preparation of this Agreement shall be paid by the Company. If this Agreement is executed and delivered by both parties, the Company agrees to pay, upon presentation of reasonable documentation in connection therewith, all costs and expenses incurred by Executive in connection with the negotiation, preparation, execution and delivery of this Agreement, including, without limitation, the reasonable fees and out-of-pocket expenses of counsel in an amount not to exceed six thousand dollars (\$6,000).

12. **Section 409A of the Code.**

(a) To the extent (i) any payments to which Executive becomes entitled under this Agreement, or any agreement or plan referenced herein, in connection with Executive's termination of employment with the Company constitute deferred compensation subject to Section 409A of the Code; (ii) Executive is deemed at the time of his separation from service to be a "specified employee" under Section 409A of the Code; and (iii) at the time of Executive's separation from service the Company is publicly traded (as defined in Section 409A of Code), then such payments (other than any payments permitted by Section 409A of the Code to be paid within six (6) months of Executive's separation from service) shall not be made until the earlier of (x) the first day of the seventh month following Executive's separation from service or (y) the date of Executive's death following such separation from service. Upon the expiration of the applicable deferral period, any payments which would have otherwise been made during that period (whether in a single sum or in installments) in the absence of this Section 12 shall be paid to Executive or Executive's beneficiary in one lump sum.

(b) It is intended that this Agreement comply with or be exempt from the provisions of Section 409A of the Code and the Treasury Regulations and guidance of general applicability issued thereunder so as to not subject Executive to the payment of additional interest and taxes under Section 409A of the Code, and in furtherance of this intent, this Agreement shall be interpreted, operated and administered in a manner consistent with these intentions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first indicated above.

THE COMPANY:

BIOSIG TECHNOLOGIES, INC.

By: /s/ Kenneth L. Londoner
Name: Kenneth L. Londoner
Title: Executive Chairman

EXECUTIVE:

/s/ Gregory Cash
Gregory Cash

BIOSIG TECHNOLOGIES, INC.
2012 EQUITY INCENTIVE PLAN
STOCK OPTION AGREEMENT

Unless otherwise defined herein, the terms defined in the 2012 Equity Incentive Plan (the "Plan") shall have the same defined meanings in this Stock Option Agreement (the "Option Agreement").

I. NOTICE OF STOCK OPTION GRANT

Name: Gregory Cash

Address: 5601 Bimini Drive, Minnetonka, Minnesota 55343

The undersigned Participant has been granted an Option to purchase Common Stock of the Company, subject to the terms and conditions of the Plan and this Option Agreement, as follows:

Date of Grant:	July 15, 2014 (the "Effective Date")
Date:	Vesting Commencement Effective Date
Exercise Price per Share:	\$2.21
Granted:	Total Number of Shares <u>1,265,769</u>
Total Exercise Price:	<u>\$2,797,349.49</u>
Type of Option:	<u> x </u> Incentive Stock Option <u> </u> Nonstatutory Stock Option
Term/Expiration Date:	<u>ten (10) years from the Effective Date</u>

Vesting Schedule:

This Option shall be exercisable, in whole or in part, according to the following vesting schedule. Of the 1,265,769 total number of shares of Common Stock subject to this Option:

(i) 542,473 shares of Common Stock shall vest and become exercisable in **11** equal installments of **45,206** shares of Common Stock and one final installment of **45,207** shares of Common Stock on a quarterly basis with the first installment vesting on the Effective Date and subsequent installments vesting every three months thereafter;

(ii) 180,824 shares of Common Stock shall vest and become exercisable immediately upon the completion of a Qualified Financing (as defined in the Executive Employment Agreement, dated July 15, 2014, by and between the Company and Participant);

(iii) 180,824 shares of Common Stock shall vest and become exercisable immediately upon the listing of the Common Stock on a recognized U.S. national securities exchange (e.g., NYSE, MKT LLC, The Nasdaq Stock Market LLC or the New York Stock Exchange);

(iv) 180,824 shares of Common Stock shall vest and become exercisable immediately upon the 510(k) clearance or any other type of clearance deemed necessary by the U.S. Food and Drug Administration of the Company's PURE (Precise Uninterrupted Real-time evaluations of Electrograms) EP technology platform; and

(v) 180,824 shares of Common Stock shall vest and become exercisable immediately upon the Company achieving a market capitalization of at least one hundred and fifty million dollars (\$150,000,000) and maintaining such market capitalization for at least ninety (90) consecutive calendar days.

Termination Period:

This Option shall be exercisable for three (3) months after Participant ceases to be a Service Provider, unless such termination is due to Participant's death or Disability, in which case this Option shall be exercisable for twelve (12) months after Participant ceases to be a Service Provider. Notwithstanding the foregoing sentence, in no event may this Option be exercised after the Term/Expiration Date as provided above and this Option may be subject to earlier termination as provided in Section 13 of the Plan.

II. AGREEMENT

1. Grant of Option. The Administrator of the Company hereby grants to the Participant named in the Notice of Stock Option Grant in Part I of this Agreement ("Participant"), an option (the "Option") to purchase the number of Shares set forth in the Notice of Stock Option Grant, at the exercise price per Share set forth in the Notice of Stock Option Grant (the "Exercise Price"), and subject to the terms and conditions of the Plan, which is incorporated herein by reference. Subject to Section 18 of the Plan, in the event of a conflict between the terms and conditions of the Plan and this Option Agreement, the terms and conditions of the Plan shall prevail.

If designated in the Notice of Stock Option Grant as an Incentive Stock Option ("ISO"), this Option is intended to qualify as an Incentive Stock Option as defined in Section 422 of the Code. Nevertheless, to the extent that it exceeds the \$100,000 rule of Code Section 422(d), this Option shall be treated as a Nonstatutory Stock Option ("NSO"). Further, if for any reason this Option (or portion thereof) shall not qualify as an ISO, then, to the extent of such nonqualification, such Option (or portion thereof) shall be regarded as a NSO granted under the Plan. In no event shall the Administrator, the Company or any Parent or Subsidiary or any of their respective employees or directors have any liability to Participant (or any other person) due to the failure of the Option to qualify for any reason as an ISO.

2. Exercise of Option.

(a) Right to Exercise. This Option shall be exercisable during its term in accordance with the Vesting Schedule set out in the Notice of Stock Option Grant and with the applicable provisions of the Plan and this Option Agreement.

(b) Method of Exercise. This Option shall be exercisable by delivery of an exercise notice in the form attached as Exhibit A (the "Exercise Notice") or in a manner and pursuant to such procedures as the Administrator may determine, which shall state the election to exercise the Option, the number of Shares with respect to which the Option is being exercised (the "Exercised Shares"), and such other representations and agreements as may be required by the Company. The Exercise Notice shall be accompanied by payment of the aggregate Exercise Price as to all Exercised Shares, together with any applicable tax withholding. This Option shall be deemed to be exercised upon receipt by the Company of such fully executed Exercise Notice accompanied by the aggregate Exercise Price, together with any applicable tax withholding.

No Shares shall be issued pursuant to the exercise of an Option unless such issuance and such exercise comply with Applicable Laws. Assuming such compliance, for income tax purposes the Shares shall be considered transferred to Participant on the date on which the Option is exercised with respect to such Shares.

3. Participant's Representations. In the event the Shares have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), at the time this Option is exercised, Participant shall, if required by the Company, concurrently with the exercise of all or any portion of this Option, deliver to the Company his or her Investment Representation Statement in the form attached hereto as Exhibit B.

4. Lock-Up Period. Participant hereby agrees that Participant shall not offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any Common Stock (or other securities) of the Company or enter into any swap, hedging or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any Common Stock (or other securities) of the Company held by Participant (other than those included in the registration) for a period specified by the representative of the underwriters of Common Stock (or other securities) of the Company not to exceed one hundred and eighty (180) days following the effective date of any registration statement of the Company filed under the Securities Act (or such other period as may be requested by the Company or the underwriters to accommodate regulatory restrictions on (i) the publication or other distribution of research reports and (ii) analyst recommendations and opinions, including, but not limited to, the restrictions contained in NASD Rule 2711(f)(4) or NYSE Rule 472(f)(4), or any successor provisions or amendments thereto).

Participant agrees to execute and deliver such other agreements as may be reasonably requested by the Company or the underwriter which are consistent with the foregoing or which are necessary to give further effect thereto. In addition, if requested by the Company or the representative of the underwriters of Common Stock (or other securities) of the Company, Participant shall provide, within ten (10) days of such request, such information as may be required by the Company or such representative in connection with the completion of any public offering of the Company's securities pursuant to a registration statement filed under the Securities Act. The obligations described in this Section 4 shall not apply to a registration relating solely to employee benefit plans on Form S-1 or Form S-8 or similar forms that may be promulgated in the future, or a registration relating solely to a Commission Rule 145 transaction on Form S-4 or similar forms that may be promulgated in the future. The Company may impose stop-transfer instructions with respect to the shares of Common Stock (or other securities) subject to the foregoing restriction until the end of said one hundred and eighty (180) day (or other) period. Participant agrees that any transferee of the Option or shares acquired pursuant to the Option shall be bound by this Section 4.

5. Method of Payment. Payment of the aggregate Exercise Price shall be by any of the following, or a combination thereof, at the election of the Participant:

(a) cash;

(b) check;

(c) consideration received by the Company under a formal cashless exercise program adopted by the Company in connection with the Plan; or

(d) surrender of other Shares which (i) shall be valued at its Fair Market Value on the date of exercise, and (ii) must be owned free and clear of any liens, claims, encumbrances or security interests, if accepting such Shares, in the sole discretion of the Administrator, shall not result in any adverse accounting consequences to the Company.

6. Restrictions on Exercise. This Option may not be exercised until such time as the Plan has been approved by the stockholders of the Company, or if the issuance of such Shares upon such exercise or the method of payment of consideration for such shares would constitute a violation of any Applicable Law.

7. Non-Transferability of Option.

(a) This Option may not be transferred in any manner otherwise than by will or by the laws of descent or distribution and may be exercised during the lifetime of Participant only by Participant. The terms of the Plan and this Option Agreement shall be binding upon the executors, administrators, heirs, successors and assigns of Participant.

(b) Further, until the Company becomes subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, or after the Administrator determines that it is, will, or may no longer be relying upon the exemption from registration of Options under the Exchange Act as set forth in Rule 12h-1(f) promulgated under the Exchange Act (the "Reliance End Date"), Participant shall not transfer this Option or, prior to exercise, the Shares subject to this Option, in any manner other than (i) to persons who are "family members" (as defined in Rule 701(c)(3) of the Securities Act) through gifts or domestic relations orders, or (ii) to an executor or guardian of Participant upon the death or disability of Participant. Until the Reliance End Date, the Options and, prior to exercise, the Shares subject to this Option, may not be pledged, hypothecated or otherwise transferred or disposed of, including by entering into any short position, any "put equivalent position" or any "call equivalent position" (as defined in Rule 16a-1(h) and Rule 16a-1(b) of the Exchange Act, respectively), other than as permitted in clauses (i) and (ii) of this paragraph.

8. Term of Option. This Option may be exercised only within the term set out in the Notice of Stock Option Grant, and may be exercised during such term only in accordance with the Plan and the terms of this Option Agreement.

9. Tax Obligations.

(a) Tax Withholding. Participant agrees to make appropriate arrangements with the Company (or the Parent or Subsidiary employing or retaining Participant) for the satisfaction of all Federal, state, local and foreign income and employment tax withholding requirements applicable to the Option exercise. Participant acknowledges and agrees that the Company may refuse to honor the exercise and refuse to deliver the Shares if such withholding amounts are not delivered at the time of exercise.

(b) Notice of Disqualifying Disposition of ISO Shares. If the Option granted to Participant herein is an ISO, and if Participant sells or otherwise disposes of any of the Shares acquired pursuant to the ISO on or before the later of (i) the date two (2) years after the Date of Grant, or (ii) the date one (1) year after the date of exercise, Participant shall immediately notify the Company in writing of such disposition. Participant agrees that Participant may be subject to income tax withholding by the Company on the compensation income recognized by Participant.

(c) Code Section 409A. Under Code Section 409A, an Option that vests after December 31, 2004 (or that vested on or prior to such date but which was materially modified after October 3, 2004) that was granted with a per Share exercise price that is determined by the Internal Revenue Service (the "IRS") to be less than the Fair Market Value of a Share on the date of grant (a "discount option") may be considered "deferred compensation." An Option that is a "discount option" may result in (i) income recognition by Participant prior to the exercise of the Option, (ii) an additional twenty percent (20%) federal income tax, and (iii) potential penalty and interest charges. The "discount option" may also result in additional state income, penalty and interest tax to the Participant. Participant acknowledges that the Company cannot and has not guaranteed that the IRS will agree that the per Share exercise price of this Option equals or exceeds the Fair Market Value of a Share on the date of grant in a later examination. Participant agrees that if the IRS determines that the Option was granted with a per Share exercise price that was less than the Fair Market Value of a Share on the date of grant, Participant shall be solely responsible for Participant's costs related to such a determination.

10. Entire Agreement: Governing Law. The Plan is incorporated herein by reference. The Plan and this Option Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof, and may not be modified adversely to the Participant's interest except by means of a writing signed by the Company and Participant. This Option Agreement is governed by the internal substantive laws but not the choice of law rules of Delaware.

11. No Guarantee of Continued Service. PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE VESTING OF SHARES PURSUANT TO THE VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUING AS A SERVICE PROVIDER AT THE WILL OF THE COMPANY (OR THE PARENT OR SUBSIDIARY EMPLOYING OR RETAINING PARTICIPANT) AND NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS OPTION OR ACQUIRING SHARES HEREUNDER. PARTICIPANT FURTHER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE IN ANY WAY WITH PARTICIPANT'S RIGHT OR THE RIGHT OF THE COMPANY (OR THE PARENT OR SUBSIDIARY EMPLOYING OR RETAINING PARTICIPANT) TO TERMINATE PARTICIPANT'S RELATIONSHIP AS A SERVICE PROVIDER AT ANY TIME, WITH OR WITHOUT CAUSE.

Participant acknowledges receipt of a copy of the Plan and represents that he or she is familiar with the terms and provisions thereof, and hereby accepts this Option subject to all of the terms and provisions thereof. Participant has reviewed the Plan and this Option in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Option and fully understands all provisions of the Option. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan or this Option. Participant further agrees to notify the Company upon any change in the residence address indicated below.

PARTICIPANT

BIOSIG TECHNOLOGIES, INC.

/s/ Gregory Cash

Signature

/s/ Kenneth L. Londoner

By

Gregory Cash

Print Name

Kenneth L. Londoner

Print Name

Executive Chairman

Title

Residence Address

EXHIBIT A

2012 EQUITY INCENTIVE PLAN

EXERCISE NOTICE

BioSig Technologies, Inc.

Attention: Plan Administrator

1. Exercise of Option. Effective as of today, _____, _____, the undersigned (“Participant”) hereby elects to exercise Participant’s option (the “Option”) to purchase _____ shares of the Common Stock (the “Shares”) of BioSig Technologies, Inc. (the “Company”) under and pursuant to the 2012 Equity Incentive Plan (the “Plan”) and the Stock Option Agreement dated _____, _____ (the “Option Agreement”).

2. Delivery of Payment. Participant herewith delivers to the Company the full purchase price of the Shares, as set forth in the Option Agreement, and any and all withholding taxes due in connection with the exercise of the Option.

3. Representations of Participant. Participant acknowledges that Participant has received, read and understood the Plan and the Option Agreement and agrees to abide by and be bound by their terms and conditions.

4. Rights as Stockholder. Until the issuance of the Shares (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a stockholder shall exist with respect to the Common Stock subject to an Award, notwithstanding the exercise of the Option. The Shares shall be issued to Participant as soon as practicable after the Option is exercised in accordance with the Option Agreement. No adjustment shall be made for a dividend or other right for which the record date is prior to the date of issuance except as provided in Section 13 of the Plan.

5. Company’s Right of First Refusal. Before any Shares held by Participant or any transferee (either being sometimes referred to herein as the “Holder”) may be sold or otherwise transferred (including transfer by gift or operation of law), the Company or its assignee(s) shall have a right of first refusal to purchase the Shares on the terms and conditions set forth in this Section 5 (the “Right of First Refusal”).

(a) Notice of Proposed Transfer. The Holder of the Shares shall deliver to the Company a written notice (the “Notice”) stating: (i) the Holder’s bona fide intention to sell or otherwise transfer such Shares; (ii) the name of each proposed purchaser or other transferee (“Proposed Transferee”); (iii) the number of Shares to be transferred to each Proposed Transferee; and (iv) the bona fide cash price or other consideration for which the Holder proposes to transfer the Shares (the “Offered Price”), and the Holder shall offer the Shares at the Offered Price to the Company or its assignee(s).

(b) Exercise of Right of First Refusal. At any time within thirty (30) days after receipt of the Notice, the Company and/or its assignee(s) may, by giving written notice to the Holder, elect to purchase all, but not less than all, of the Shares proposed to be transferred to any one or more of the Proposed Transferees, at the purchase price determined in accordance with subsection (c) below.

(c) Purchase Price. The purchase price ("Purchase Price") for the Shares purchased by the Company or its assignee(s) under this Section 5 shall be the Offered Price. If the Offered Price includes consideration other than cash, the cash equivalent value of the non-cash consideration shall be determined by the Board of Directors of the Company in good faith.

(d) Payment. Payment of the Purchase Price shall be made, at the option of the Company or its assignee(s), in cash (by check), by cancellation of all or a portion of any outstanding indebtedness of the Holder to the Company (or, in the case of repurchase by an assignee, to the assignee), or by any combination thereof within thirty (30) days after receipt of the Notice or in the manner and at the times set forth in the Notice.

(e) Holder's Right to Transfer. If all of the Shares proposed in the Notice to be transferred to a given Proposed Transferee are not purchased by the Company and/or its assignee(s) as provided in this Section 5, then the Holder may sell or otherwise transfer such Shares to that Proposed Transferee at the Offered Price or at a higher price, *provided* that such sale or other transfer is consummated within one hundred and twenty (120) days after the date of the Notice, that any such sale or other transfer is effected in accordance with any applicable securities laws and that the Proposed Transferee agrees in writing that the provisions of this Section 5 shall continue to apply to the Shares in the hands of such Proposed Transferee. If the Shares described in the Notice are not transferred to the Proposed Transferee within such period, a new Notice shall be given to the Company, and the Company and/or its assignees shall again be offered the Right of First Refusal before any Shares held by the Holder may be sold or otherwise transferred.

(f) Exception for Certain Family Transfers. Anything to the contrary contained in this Section 5 notwithstanding, the transfer of any or all of the Shares during the Participant's lifetime or on the Participant's death by will or intestacy to the Participant's immediate family or a trust for the benefit of the Participant's immediate family shall be exempt from the provisions of this Section 5. "Immediate Family" as used herein shall mean spouse, lineal descendant or antecedent, father, mother, brother or sister. In such case, the transferee or other recipient shall receive and hold the Shares so transferred subject to the provisions of this Section 5, and there shall be no further transfer of such Shares except in accordance with the terms of this Section 5.

(g) Termination of Right of First Refusal. The Right of First Refusal shall terminate as to any Shares upon the earlier of (i) the first sale of Common Stock of the Company to the general public, or (ii) a Change in Control in which the successor corporation has equity securities that are publicly traded.

6. Call Right. In the event Participant's continuous status as a Service Provider terminates for any or no reason (including death or Disability), the Company shall, upon the date of such termination (as reasonably fixed and determined by the Company), have an irrevocable, exclusive option for a period of six (6) months from such date to repurchase the Shares at the Fair Market Value of the Shares on the date of such repurchase (the "Repurchase Price") pursuant to the terms and conditions set forth in this Section 6 (the "Call Right").

(a) Exercise of Call Right. The Call Right shall be exercised by the Company by delivering written notice to Participant or Participant's executor AND, at the Company's option, (i) by delivering to Participant or Participant's executor a check in the amount of the aggregate Repurchase Price, (ii) by the Company canceling an amount of Participant's indebtedness to the Company equal to the aggregate Repurchase Price, (iii) by the Company issuing Participant a promissory note with a principle amount equal to the aggregate Repurchase Price payable over seven years at an annual interest rate of 5% percent, compounded annually, or (iv) by a combination of (i), (ii), and/or (iii) so that the combined payment, cancellation of indebtedness, and or principle amount of the promissory note equals such aggregate Repurchase Price. Upon delivery of such notice and the payment of the aggregate Repurchase Price in any of the ways described above, the Company shall become the legal and beneficial owner of the Shares being repurchased and all rights and interests therein or relating thereto, and the Company shall have the right to retain and transfer to its own name the number of Shares being repurchased by the Company.

(b) Assignment of Call Right. Whenever the Company shall have the right to repurchase the Shares hereunder, the Company may designate and assign one or more employees, officers, directors or shareholders of the Company or other persons or organizations to exercise all or a part of the Company's Call Right to purchase all or a part of the Shares. If the Fair Market Value of the Shares to be repurchased on the date of such designation or assignment (the "Repurchase FMV") exceeds the aggregate Repurchase Price of the Shares, then each such designee or assignee shall pay the Company cash equal to the difference between the Repurchase FMV and the aggregate Repurchase Price of Unreleased Shares to be purchased.

(c) Termination of Call Right. The Call Right shall terminate as to any Shares upon the earlier of (i) the first sale of Common Stock of the Company to the general public, or (ii) a Change in Control in which the successor corporation has equity securities that are publicly traded. The Call Right shall also terminate if the Company or its assignee does not elect to exercise the Call Right by giving the requisite notice within six (6) months following Participant's termination as a Service Provider.

7. Tax Consultation. Participant understands that Participant may suffer adverse tax consequences as a result of Participant's purchase or disposition of the Shares. Participant represents that Participant has consulted with any tax consultants Participant deems advisable in connection with the purchase or disposition of the Shares and that Participant is not relying on the Company for any tax advice.

8. Restrictive Legends and Stop-Transfer Orders.

(a) Legends. Participant understands and agrees that the Company shall cause the legends set forth below or legends substantially equivalent thereto, to be placed upon any certificate(s) evidencing ownership of the Shares together with any other legends that may be required by the Company or by state or federal securities laws:

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT") AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER THE ACT OR, IN THE OPINION OF COUNSEL SATISFACTORY TO THE ISSUER OF THESE SECURITIES, SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION IS IN COMPLIANCE THEREWITH.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER AND A RIGHT OF FIRST REFUSAL HELD BY THE ISSUER OR ITS ASSIGNEE(S) AS SET FORTH IN THE EXERCISE NOTICE BETWEEN THE ISSUER AND THE ORIGINAL HOLDER OF THESE SHARES, A COPY OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE ISSUER. SUCH TRANSFER RESTRICTIONS AND RIGHT OF FIRST REFUSAL ARE BINDING ON TRANSFEREES OF THESE SHARES.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON TRANSFER FOR A PERIOD OF TIME FOLLOWING THE EFFECTIVE DATE OF THE UNDERWRITTEN PUBLIC OFFERING OF THE COMPANY'S SECURITIES SET FORTH IN AN AGREEMENT BETWEEN THE ISSUER AND THE ORIGINAL HOLDER OF THESE SHARES AND MAY NOT BE SOLD OR OTHERWISE DISPOSED OF BY THE HOLDER PRIOR TO THE EXPIRATION OF SUCH PERIOD WITHOUT THE CONSENT OF THE COMPANY OR THE MANAGING UNDERWRITER.

(b) Stop-Transfer Notices. Participant agrees that, in order to ensure compliance with the restrictions referred to herein, the Company may issue appropriate "stop transfer" instructions to its transfer agent, if any, and that, if the Company transfers its own securities, it may make appropriate notations to the same effect in its own records.

(c) Refusal to Transfer. The Company shall not be required (i) to transfer on its books any Shares that have been sold or otherwise transferred in violation of any of the provisions of this Exercise Notice or (ii) to treat as owner of such Shares or to accord the right to vote or pay dividends to any purchaser or other transferee to whom such Shares shall have been so transferred.

9. Successors and Assigns. The Company may assign any of its rights under this Exercise Notice to single or multiple assignees, and this Exercise Notice shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth, this Exercise Notice shall be binding upon Participant and his or her heirs, executors, administrators, successors and assigns.

10. Interpretation. Any dispute regarding the interpretation of this Exercise Notice shall be submitted by Participant or by the Company forthwith to the Administrator, which shall review such dispute at its next regular meeting. The resolution of such a dispute by the Administrator shall be final and binding on all parties.

11. Governing Law; Severability. This Exercise Notice is governed by the internal substantive laws, but not the choice of law rules, of Delaware. In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Exercise Notice shall continue in full force and effect.

12. Entire Agreement. The Plan and Option Agreement are incorporated herein by reference. This Exercise Notice, the Plan, the Option Agreement and the Investment Representation Statement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof, and may not be modified adversely to the Participant's interest except by means of a writing signed by the Company and Participant.

Submitted by:
PARTICIPANT

Accepted by:
BIOSIG TECHNOLOGIES, INC.

Signature

By

Gregory Cash

Print Name

Print Name

Title

Address:

Address:

Date Received

EXHIBIT B

INVESTMENT REPRESENTATION STATEMENT

PARTICIPANT :
COMPANY : BIOSIG TECHNOLOGIES, INC.
SECURITY : COMMON STOCK
AMOUNT :
DATE :

In connection with the purchase of the above-listed Securities, the undersigned Participant represents to the Company the following:

(a) Participant is aware of the Company's business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire the Securities. Participant is acquiring these Securities for investment for Participant's own account only and not with a view to, or for resale in connection with, any "distribution" thereof within the meaning of the Securities Act of 1933, as amended (the "Securities Act").

(b) Participant acknowledges and understands that the Securities constitute "restricted securities" under the Securities Act and have not been registered under the Securities Act in reliance upon a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of Participant's investment intent as expressed herein. In this connection, Participant understands that, in the view of the Securities and Exchange Commission, the statutory basis for such exemption may be unavailable if Participant's representation was predicated solely upon a present intention to hold these Securities for the minimum capital gains period specified under tax statutes, for a deferred sale, for or until an increase or decrease in the market price of the Securities, or for a period of one (1) year or any other fixed period in the future. Participant further understands that the Securities must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. Participant further acknowledges and understands that the Company is under no obligation to register the Securities. Participant understands that the certificate evidencing the Securities shall be imprinted with any legend required under applicable state securities laws.

(c) Participant is familiar with the provisions of Rule 701 and Rule 144, each promulgated under the Securities Act, which, in substance, permit limited public resale of "restricted securities" acquired, directly or indirectly from the issuer thereof, in a non-public offering subject to the satisfaction of certain conditions. Rule 701 provides that if the issuer qualifies under Rule 701 at the time of the grant of the Option to Participant, the exercise shall be exempt from registration under the Securities Act. In the event the Company becomes subject to the reporting requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, ninety (90) days thereafter (or such longer period as any market stand-off agreement may require) the Securities exempt under Rule 701 may be resold, subject to the satisfaction of the applicable conditions specified by Rule 144, including in the case of affiliates (1) the availability of certain public information about the Company, (2) the amount of Securities being sold during any three (3) month period not exceeding specified limitations, (3) the resale being made in an unsolicited "broker's transaction", transactions directly with a "market maker" or "riskless principal transactions" (as those terms are defined under the Securities Exchange Act of 1934) and (4) the timely filing of a Form 144, if applicable.

In the event that the Company does not qualify under Rule 701 at the time of grant of the Option, then the Securities may be resold in certain limited circumstances subject to the provisions of Rule 144, which may require (i) the availability of current public information about the Company; (ii) the resale to occur more than a specified period after the purchase and full payment (within the meaning of Rule 144) for the Securities; and (iii) in the case of the sale of Securities by an affiliate, the satisfaction of the conditions set forth in sections (2), (3) and (4) of the paragraph immediately above.

(d) Participant further understands that in the event all of the applicable requirements of Rule 701 or 144 are not satisfied, registration under the Securities Act, compliance with Regulation A, or some other registration exemption shall be required; and that, notwithstanding the fact that Rules 144 and 701 are not exclusive, the Staff of the Securities and Exchange Commission has expressed its opinion that persons proposing to sell private placement securities other than in a registered offering and otherwise than pursuant to Rules 144 or 701 shall have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales, and that such persons and their respective brokers who participate in such transactions do so at their own risk. Participant understands that no assurances can be given that any such other registration exemption shall be available in such event.

PARTICIPANT

Signature

Print Name

Date



BioSig Names Med Devices Veteran Exec Gregory D. Cash CEO, President & Director

Los Angeles, CA – July 21, 2014 – BioSig Technologies, a company that has developed and is commercializing its proprietary PURE EP™ technology platform designed to significantly improve the clinical value of cardiac recordings in the electrophysiology (EP) field, today announced it has appointed Gregory D. Cash as Chief Executive Officer, President and a member of the Board of Directors.

Mr. Cash brings over 30 years of medical business experience to BioSig, including as CEO of several companies, both public and privately held, as well as running global business units of larger companies. Prior to joining BioSig, he was CEO of Argent International, a life sciences consulting firm. Previous positions include CEO of NeuroTherm, CEO of HeartSine Technologies, and CEO and a director of Vasomedical (a Nasdaq company).

Ken Londoner, BioSig Executive Chairman, said, “Greg has a terrific track record building young medical devices companies and successfully commercializing their technologies. He brings proven leadership skills, exceptional cardiac industry technology expertise and a wealth of key relationships throughout the medical devices sector. I am delighted to welcome Greg to BioSig.”

Commenting on his appointment to CEO, Greg Cash said, “BioSig’s PURE EP System is a promising technology that I believe will revolutionize the accuracy and clinical value of electrocardiograms (ECG) and intracardiac electrograms recorded during electrophysiological studies and ablation procedures, an industry segment that still relies primarily on outmoded technology. I am honored to have the opportunity to lead BioSig with the successful commercialization and launch of a system of such potential importance.”

Mr. Cash is filling the Board seat vacated by Jeffrey O’Donnell, who resigned from the Board in February 2014. BioSig thanks Mr. O’Donnell for nearly three years of valuable service to its Board of Directors.

Gregory D. Cash Bio

Greg Cash brings over 30 years of business experience and has been chief executive officer of several companies, both public and privately held, as well as run global business units of larger companies.

In addition to his experience with Argent International, NeuroTherm, HeartSine Technologies, and VasoMedical, Mr. Cash served as President, Vascular Therapy and New Businesses for Sorin Group based in Milan, Italy; Corporate VP of Datascope Corporation, and President of its subsidiary, InterVascular, Inc.; President and COO of Eminent Technology Partners and CEO of its subsidiary, Eminent Research Systems; VP and General Manager, Vascular Therapies, for U.S. Surgical Corporation, and he spent five years with Boston Scientific Corporation, ultimately as VP, Cardiology Sales and Marketing, Europe. He began his career at Medtronic, Inc., where he served 14 years in increasingly senior sales and marketing positions.

Mr. Cash has lived and worked as an expatriate in London, England, Hong Kong, Paris, France and Milan, Italy and speaks French, German and Italian. Mr. Cash holds a B.A. in International Marketing and Business Administration from the College of St. Thomas in St. Paul, Minnesota.

About BioSig Technologies

BioSig is a medical device company that has developed a proprietary technology platform designed to significantly improve the accuracy and clinical value of electrocardiograms (ECG) and intracardiac electrograms in the cardiac electrophysiology laboratory.

Led by a seasoned senior management team and an independent Board of Directors, Los Angeles based BioSig expects to commercialize its PURE EP™ System, a surface electrocardiogram and intracardiac multichannel recording and analysis system designed to dramatically minimize noise and artifacts from cardiac recordings during electrophysiology studies and ablation procedures.

BioSig is seeking FDA 510(k) approval with no requirement for clinical data for the PURE EP System. BioSig has already achieved proof of concept validation through UCLA EP & Animal Labs ongoing from May 2013 that includes comparing recordings from PURE EP System vs. current EP Recording Systems.

Forward-Looking Statements

This press release contains "forward-looking statements." Such statements may be preceded by the words "intends," "may," "will," "plans," "expects," "anticipates," "projects," "predicts," "estimates," "aims," "believes," "hopes," "potential" or similar words. 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 BioSig'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 (i) market acceptance of our PURE EP System, (ii) an inability to secure regulatory approvals for the sale of our products, (iii) intense competition in the medical device industry from much larger, multinational companies, (iv) product malfunctions, (v) legislative or regulatory reform of the healthcare system in both the U.S. and foreign jurisdictions, (vi) our efforts to successfully obtain and maintain intellectual property protection covering our products, which may not be successful and (vii) the fact that we will need to raise additional capital to meet our business requirements in the future and that such capital raising may be costly or difficult to obtain. More detailed information about BioSig and the risk factors that may affect the realization of forward looking statements is set forth in BioSig's filings with the Securities and Exchange Commission (SEC). Investors and security holders are urged to read these documents free of charge on the SEC's web site at <http://www.sec.gov>. BioSig assumes no obligation to publicly update or revise its forward-looking statements as a result of new information, future events or otherwise.