

**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): September 1, 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))
-

Item 1.01 Entry into a Material Definitive Agreement.

On September 1, 2014, BioSig Technologies, Inc. (the “*Company*”) entered into a letter agreement and release (the “*Cancellation and Release Agreement*”) with Asher Holzer, Ph.D., a member of the Company’s board of directors (the “*Board*”), pursuant to which Dr. Holzer agreed to cancel, extinguish and terminate all amounts due or owed by the Company (“*Repayment Obligation*”) for services performed by Dr. Holzer pursuant to that certain consulting agreement, dated as of August 1, 2012, as amended (the “*Consulting Agreement*”).

In connection with the cancellation of the Repayment Obligation and in exchange for Dr. Holzer waiving and releasing the Company from all possible claims related to the Repayment Obligation and the Consulting Agreement, Dr. Holzer was granted a nonstatutory stock option to purchase 75,000 shares of the Company’s common stock, par value \$0.001 per share (the “*Common Stock*”) on September 1, 2014, with (i) an exercise price equal to \$2.50 per share, which represents the fair market value of the Common Stock as of the date of grant, (ii) 100% of the optioned shares vesting on the date of grant and (iii) an option term of seven (7) years, subject to the terms and conditions of the Company’s 2012 Equity Incentive Plan (the “*Incentive Plan*”) and the standard form of nonstatutory stock option agreement.

The foregoing summary of the Cancellation and Release Agreement is not complete and is qualified in its entirety by reference to the full text of the agreement, which is attached as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference. Readers should review such agreement for a more complete understanding of its terms and conditions.

Item 1.02 Termination of a Material Definitive Agreement.

The information set forth in Item 1.01 of this report is incorporated herein by reference.

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

Gallagher Option Grant

As previously reported, on July 14, 2014, the Board appointed Patrick Gallagher as a member 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 connection with his appointment, Mr. Gallagher was granted a nonstatutory stock option to purchase 150,000 shares of the Company’s Common Stock on September 1, 2014, with (i) an exercise price equal to \$2.50 per share, which represents the fair market value of the Common Stock as of the date of grant, (ii) 50% of the optioned shares vesting on the first anniversary of the date of grant and the remaining 50% vesting over a one-year period from the first anniversary of the date grant, with one-twelfth (1/12th) of the remaining optioned shares vesting thereafter on each monthly anniversary of the date of grant, and (iii) an option term of seven (7) years, subject to the terms and conditions of the Incentive Plan and the standard form of nonstatutory stock option agreement.

Restricted Stock Awards

On September 1, 2014, the Company granted restricted stock awards of 400,000 shares of Common Stock to Kenneth Londoner, the Company’s executive chairman, and 200,000 shares of Common Stock to Steve Chaussy, the Company’s chief financial officer, pursuant to the Incentive Plan, with 100% of the restricted shares vesting on the date of grant and subject to the terms and conditions of the Incentive Plan and the standard form of restricted stock award agreement.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit Number</u>	<u>Description</u>
10.1	<u>Letter Agreement and Release, dated as of September 1, 2014, by and between BioSig Technologies, Inc. and Asher Holzer, Ph.D</u>
10.2	<u>Form of Restricted Stock Award Agreement</u>

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.

BIO SIG TECHNOLOGIES, INC.

Date: September 5, 2014

By: /s/ Gregory Cash

Name: Gregory Cash

Title: Chief Executive Officer

BIOSIG TECHNOLOGIES, INC.
12424 Wilshire Blvd., Suite 745
Los Angeles, CA 90025

September 1, 2014

Asher Holzer, Ph.D.
8 bar Giora St
R'anana Israel

RE: Letter Agreement and Release (the "Letter Agreement")

Dear Dr. Holzer:

Reference is made to that certain consulting agreement, dated as of August 1, 2012 (the "**Consulting Agreement**") by and between you and BioSig Technologies, Inc., a Delaware corporation (the "**Company**"), pursuant to which you agreed to serve as chief scientific officer of the Company and assist with the development of the Company's technology and PURE EP System, in exchange for monthly payments of \$10,000. As of December 31, 2013, there was \$152,500 due to you for services performed pursuant to the Consulting Agreement. In the first quarter of 2014, you entered into an oral amendment to the Consulting Agreement, pursuant to which you agreed to receive (i) a payment of \$65,000 (the "**Amount Payable**"), payable upon the Company closing a capital raising transaction for gross proceeds to the Company of at least \$5,000,000 and (ii) a future option grant to purchase 125,000 shares of common stock (the "**Option Shares**" and together with the Amount Payable, the "**Repayment Obligation**"), in full satisfaction of all amounts due or owed by the Company for services that you performed pursuant to the Consulting Agreement.

Effective on the date hereof, by your countersignature below, you (the "**Releasing Party**") hereby agree as follows:

- 1) The Releasing Party hereby agrees that the Repayment Obligation shall be cancelled, extinguished, terminated and of no further force or effect, effective as of the date hereof, and that the Releasing Party shall have no further rights and the Company shall have no further obligation with respect to the Repayment Obligation or any other amounts due or owed by the Company for services performed by the Releasing Party pursuant to the Consulting Agreement.
 - 2) The Releasing Party hereby voluntarily and knowingly releases and forever discharges the Company and each of its directors, officers, employees, attorneys, trustees, agents and advisors (collectively, the "**Released Parties**") from all possible claims, demands, debts, promises, actions causes of action, damages, costs, losses, expenses and liabilities whatsoever ("**Adverse Actions**"), known or unknown, anticipated or unanticipated, suspected or unsuspected, fixed, contingent, or conditional, at law or in equity, to the extent originating in whole or in part on or before the date of this Letter Agreement is executed and relating to, arising out of, or in connection with the Consulting Agreement and/or the Repayment Obligation, which the Releasing Party may now or hereafter have against the Released Parties, if any, and irrespective of whether any such Adverse Actions arise under common law, in equity or under statute (collectively, the "**Released Claims**"). The Releasing Party agrees not to initiate any action, suit or proceeding against the Company in respect of the Released Claims.
-

3) The Consulting Agreement is hereby amended to reflect the terms of this Letter Agreement. To the extent of a conflict between the terms of this Letter Agreement and the Consulting Agreement, the terms of this Letter Agreement shall control. The Consulting Agreement and this Letter Agreement shall be read and construed as one agreement.

If the foregoing terms are agreeable, please indicate your acceptance and agreement by returning an executed, counter-signed copy of this Letter Agreement to the Company.

[Signature Page Follows]

[*Signature Page to Letter Agreement*]

Very truly yours,

BioSig Technologies, Inc.

By: /s/ Gregory D. Cash

Name: Gregory D. Cash

Title: Chief Executive Officer

Acknowledged and Agreed:

/s/ Asher Holzer

Asher Holzer, Ph.D.

RESTRICTED STOCK AWARD AGREEMENT

BIOSIG TECHNOLOGIES, INC.
2012 EQUITY INCENTIVE PLAN

1. Grant of Award. Pursuant to the BioSig Technologies, Inc. 2012 Equity Incentive Plan (the “*Plan*”) for Employees, Consultants, and Directors of BioSig Technologies, Inc., a Delaware corporation (the “*Company*”), the Company grants to

(the “*Participant*”)

an Award of Restricted Stock in accordance with Section 8 of the Plan. The number of Shares awarded under this Restricted Stock Award Agreement (this “*Agreement*”) is _____ (_____) Shares (the “*Awarded Shares*”). The “*Date of Grant*” of this Award is _____, 20____. [**Delete if no purchase price: The purchase price per Share for the Awarded Shares is \$ _____ per Share (which is less than/equal to/greater than the Fair Market Value per Share as of the Date of Grant).**]

2. Subject to Plan. This Agreement is subject to the terms and conditions of the Plan, and the terms of the Plan shall control to the extent not otherwise inconsistent with the provisions of this Agreement. To the extent the terms of the Plan are inconsistent with the provisions of the Agreement, this Agreement shall control. The capitalized terms used herein that are defined in the Plan shall have the same meanings assigned to them in the Plan. This Agreement is subject to any rules promulgated pursuant to the Plan by the Board or the Committee and communicated to the Participant in writing.

3. Vesting. Except as specifically provided in this Agreement and subject to certain restrictions and conditions set forth in the Plan, the Awarded Shares shall vest as follows:

[INSERT VESTING TERMS]

4. Forfeiture of Awarded Shares. Awarded Shares that are not vested in accordance with Section 3 shall be forfeited on the date the Participant ceases to be a Service Provider. Upon forfeiture, all of the Participant’s rights with respect to the forfeited Awarded Shares shall cease and terminate, without any further obligations on the part of the Company. [**Delete if no purchase price: The Company [shall be obligated to] [may, in its sole discretion, elect to] pay the Participant, as soon as practicable after the event causing forfeiture, in cash, an amount equal to the lesser of the total consideration paid by the Participant for such forfeited Shares or the Fair Market Value of such forfeited Shares as of the date the Participant ceases to be a Service Provider, as the Committee, in its sole discretion shall select.**]

5. Restrictions on Awarded Shares. Subject to the provisions of the Plan and the terms of this Agreement, from the Date of Grant until the date the Awarded Shares are vested in accordance with Section 3 and are no longer subject to forfeiture in accordance with Section 4 (the “*Restriction Period*”), the Participant shall not be permitted to sell, transfer, pledge, hypothecate, margin, assign or otherwise encumber any of the Awarded Shares. Except for these limitations, the Committee may in its sole discretion, remove any or all of the restrictions on such Awarded Shares whenever it may determine that, by reason of changes in Applicable Laws or changes in circumstances after the date of this Agreement, such action is appropriate.

6. Delivery of Certificates. The Company, as escrow agent, will hold the Awarded Shares until the Restriction Period has expired without forfeiture pursuant to Section 4. The Awarded Shares will be released from escrow and certificates for Awarded Shares free of restriction under this Agreement shall be delivered to the Participant as soon as practicable after, and only after, the Restriction Period has expired without forfeiture pursuant to Section 4.

7. Rights of a Stockholder. Except as provided in Section 4 and Section 5 above, the Participant shall have, with respect to his or her Awarded Shares, all of the rights of a stockholder of the Company, including the right to vote the Shares, and the right to receive any dividends thereon. Any stock dividends paid with respect to Awarded Shares shall at all times be treated as Awarded Shares and shall be subject to all restrictions placed on Awarded Shares; any such stock dividends paid with respect to Awarded Shares shall vest as the Awarded Shares become vested.

8. Voting. The Participant, as record holder of the Awarded Shares, has the exclusive right to vote, or consent with respect to, such Awarded Shares until such time as the Awarded Shares are transferred in accordance with this Agreement; provided, however, that this Section 8 shall not create any voting right where the holders of such Awarded Shares otherwise have no such right.

9. Adjustment to Number of Awarded Shares. The number of Awarded Shares shall be subject to adjustment in accordance with Section 13 of the Plan.

10. Specific Performance. The parties acknowledge that remedies at law will be inadequate remedies for breach of this Agreement and consequently agree that this Agreement shall be enforceable by specific performance. The remedy of specific performance shall be cumulative of all of the rights and remedies at law or in equity of the parties under this Agreement.

11. Participant's Representations. Notwithstanding any of the provisions hereof, the Participant hereby agrees that he or she will not acquire any Awarded Shares, and that the Company will not be obligated to issue any Awarded Shares to the Participant hereunder, if the issuance of such shares shall constitute a violation by the Participant or the Company of any provision of any law or regulation of any governmental authority. Any determination in this connection by the Company shall be final, binding, and conclusive. The rights and obligations of the Company and the rights and obligations of the Participant are subject to all Applicable Laws, rules, and regulations.

12. Investment Representation. Unless the Awarded Shares are issued in a transaction registered under applicable federal and state securities laws, by his or her execution hereof, the Participant represents and warrants to the Company that all Shares which may be purchased and or received hereunder will be acquired by the Participant for investment purposes for his or her own account and not with any intent for resale or distribution in violation of federal or state securities laws. Unless the Shares are issued to him or her in a transaction registered under the applicable federal and state securities laws, all certificates issued with respect to the Shares shall bear an appropriate restrictive investment legend and shall be held indefinitely, unless they are subsequently registered under the applicable federal and state securities laws or the Participant obtains an opinion of counsel, in form and substance satisfactory to the Company and its counsel, that such registration is not required.

13. Participant's Acknowledgments. The Participant acknowledges that a copy of the Plan has been made available for his or her review by the Company, and represents that he or she is familiar with the terms and provisions thereof, and hereby accepts this Award subject to all the terms and provisions thereof. The Participant hereby agrees to accept as binding, conclusive, and final all decisions or interpretations of the Committee or the Board, as appropriate, upon any questions arising under the Plan or this Agreement.

14. Law Governing. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Delaware (excluding any conflict of laws rule or principle of Delaware law that might refer the governance, construction, or interpretation of this agreement to the laws of another state).

15. No Right to Continue Service or Employment. Nothing herein shall be construed to confer upon the Participant the right to continue in the employ or to provide services to the Company or any Subsidiary, whether as an Employee, Consultant, or Director, or to interfere with or restrict in any way the right of the Company or any Subsidiary to discharge the Participant as an Employee, Consultant, or Director at any time.

16. Legal Construction. In the event that any one or more of the terms, provisions, or agreements that are contained in this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect for any reason, the invalid, illegal, or unenforceable term, provision, or agreement shall not affect any other term, provision, or agreement that is contained in this Agreement and this Agreement shall be construed in all respects as if the invalid, illegal, or unenforceable term, provision, or agreement had never been contained herein.

17. Covenants and Agreements as Independent Agreements. Each of the covenants and agreements that are set forth in this Agreement shall be construed as a covenant and agreement independent of any other provision of this Agreement. The existence of any claim or cause of action of the Participant against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of the covenants and agreements that are set forth in this Agreement.

18. Entire Agreement. This Agreement together with the Plan supersede any and all other prior understandings and agreements, either oral or in writing, between the parties with respect to the subject matter hereof and constitute the sole and only agreements between the parties with respect to the said subject matter. All prior negotiations and agreements between the parties with respect to the subject matter hereof are merged into this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party, which are not embodied in this Agreement or the Plan and that any agreement, statement or promise that is not contained in this Agreement or the Plan shall not be valid or binding or of any force or effect.

19. Parties Bound. The terms, provisions, and agreements that are contained in this Agreement shall apply to, be binding upon, and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, and permitted successors and assigns, subject to the limitation on assignment expressly set forth herein. No person shall be permitted to acquire any Awarded Shares without first executing and delivering an agreement in the form satisfactory to the Company making such person or entity subject to the restrictions on transfer contained herein.

20. Modification. No change or modification of this Agreement shall be valid or binding upon the parties unless the change or modification is in writing and signed by the parties. Notwithstanding the preceding sentence, the Company may amend the Plan to the extent permitted by the Plan.

21. Headings. The headings that are used in this Agreement are used for reference and convenience purposes only and do not constitute substantive matters to be considered in construing the terms and provisions of this Agreement.

22. Gender and Number. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

23. Notice. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered only when actually received by the Company or by the Participant, as the case may be, at the addresses set forth below, or at such other addresses as they have theretofore specified by written notice delivered in accordance herewith:

a. Notice to the Company shall be addressed and delivered as follows:

BioSig Technologies, Inc.
12424 Wilshire Blvd., Suite 745
Los Angeles, CA 90025
Attn: Secretary
Fax: 310-820-8115

b. Notice to the Participant shall be addressed and delivered as set forth on the signature page.

24. Tax Requirements. **The Participant is hereby advised to consult immediately with his or her own tax advisor regarding the tax consequences of this Agreement, the method and timing for filing an election to include this Agreement in income under Section 83(b) of the Code, and the tax consequences of such election. By execution of this Agreement, the Participant agrees that if the Participant makes such an election, the Participant shall provide the Company with written notice of such election in accordance with the regulations promulgated under Section 83(b) of the Code.** The Company or, if applicable, any Subsidiary (for purposes of this Section 24, the term "*Company*" shall be deemed to include any applicable Subsidiary), shall have the right to deduct from all amounts paid in cash or other form in connection with the Plan, any federal, state, local, or other taxes required by law to be withheld in connection with this Award. The Company, in its sole discretion, may permit the Participant receiving Shares issued under the Plan to pay the Company the amount of any taxes that the Company is required to withhold in connection with the Participant's income arising with respect to this Award in whole or in part by: (i) paying cash; (ii) electing to have the Company withhold otherwise deliverable Shares having a Fair Market Value equal to the minimum statutory amount required to be withheld; (iii) delivering to the Company already-owned Shares having a Fair Market Value equal to the statutory amount required to be withheld, provided the delivery of such Shares will not result in any adverse accounting consequences, as the Company determines in its sole discretion; or (iv) selling a sufficient number of Shares otherwise deliverable to the Participant through such means as the Company may determine in its sole discretion (whether through a broker or otherwise) equal to the amount required by law to be withheld. The Company may, in its sole discretion, withhold any such taxes from any other cash remuneration otherwise paid by the Company to the Participant.

*[Remainder of Page Intentionally Left Blank.
Signature Page Follows]*

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer, and the Participant, to evidence his or her consent and approval of all the terms hereof, has duly executed this Agreement, as of the date specified in Section 1 hereof.

COMPANY:

BIOSIG TECHNOLOGIES, INC.

By: _____

Name: _____

Title: _____

PARTICIPANT:

Signature

Name: _____

Address: _____

SSN: _____

