
**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): February 9, 2017

BioSig Technologies, Inc.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

000-55473
(Commission File Number)

26-4333375
(IRS Employer
Identification No.)

8441 Wayzata Blvd., Suite 240
Minneapolis, Minnesota
(Address of principal executive offices)

55426
(Zip Code)

Registrant's telephone number, including area code: **(763) 999-7330**

(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 1.01 Entry into a Material Definitive Agreement

Effective February 9, 2017, BioSig Technologies, Inc. (the “Company”) entered into an amendment agreement (the “Amendment Agreement”) to amend (A) that certain Unit Purchase Agreement, dated May 26, 2016, (the “Purchase Agreement”), pursuant to which, in a closing held on June 1, 2016, the Company issued units at a price of \$1.75 per unit, with each unit consisting of (i) one share of the Company’s common stock, par value \$0.001 per share (the “Common Stock”), and (ii) a warrant to purchase one-half of one share of Common Stock at an exercise price of \$2.10 per share (collectively the “Warrants”), and (B) the Warrants, to reduce each of the purchase price per unit and the exercise price per share for the outstanding Warrants to \$1.50. All other terms of the Purchase Agreement and the Warrants remain the same. As of the Effective Date, Warrants to purchase 38,572 shares of common stock were outstanding.

The foregoing description of the Amendment Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment Agreement, which is filed as Exhibit 10.1 to this Current Report and is incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

In connection with the Amendment Agreement described in item 1.01 above, the Company issued an aggregate of 12,858 shares of Common Stock and Warrants to purchase 6,429 shares of Common Stock to three purchasers signatories to the Purchase Agreement. Such issuance of the shares of Common Stock and the Warrants was not registered under the Securities Act of 1933, as amended (the “Securities Act”), or the securities laws of any state, and was issued in reliance on the exemption from registration under the Securities Act provided by Section 4(a)(2) and Regulation D (Rule 506) under the Securities Act.

The other information called for by this item is contained in Item 1.01, which is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
10.1	<u>Amendment Agreement, dated February 9, 2017</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.

BIOSIG TECHNOLOGIES, INC.

Date: February 14, 2017

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

AMENDMENT AGREEMENT

This Amendment Agreement (this "Amendment") dated as of February 9, 2017, is made by and between BIOSIG TECHNOLOGIES, INC. (the "Company") and each purchaser identified on the signature pages hereto (each, including its successors and assigns, a "Holder" and collectively, the "Holders").

WHEREAS, the Company and the Holders are a party to that certain Unit Purchase Agreement, dated May 26, 2016, (the "Purchase Agreement"), pursuant to which the Company issued the Purchasers units at a price of \$1.75 per unit, with each unit consisting of (i) one (1) share of the Company's common stock, par value \$0.001 per share (the "Common Stock"), and (ii) an Investor Warrant (as defined in the Purchase Agreement) to purchase one-half (0.5) of one (1) share of Common Stock at an exercise price of \$2.10 per share of Common Stock (collectively the Investor Warrants that have been issued pursuant to the Purchase Agreement are referred to here as the "Warrants");

WHEREAS, the Company and the Holders desire to amend the Purchase Agreement and the Warrants as provided herein;

WHEREAS, (i) the Purchase Agreement may be amended upon the written consent of the Company and the Purchasers (as defined in the Purchase Agreement) holding at least 67% in interest of the Securities (as defined in the Purchase Agreement) then outstanding and (ii) the Warrants may be amended upon the written consent of the Company and the holders holding Warrants to acquire 67% of the Warrant Shares (as defined in the Warrants) issuable pursuant to the Warrants that were issued under the Purchase Agreement; and

WHEREAS, the Holders hold at least 67% in interest of the Securities outstanding on the date hereof and Warrants to acquire at least 67% of the Warrant Shares issuable pursuant to the Warrants that were issued under the Purchase Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

Section 1. Modification to Warrants. The Company and the Holders hereby agree that Section 2(b) of the Warrants is hereby amended and restated in its entirety to read as follows:

"(b) Exercise Price. The exercise price per share of the Common Stock under this Warrant shall be \$1.50, subject to adjustment hereunder (the "Exercise Price")."

Section 2. Modification to Purchase Agreement. The Company and the Holders hereby agree that:

2.1 The first and second paragraph of the recitals of the Purchase Agreement are hereby amended and restated in their entirety to read as follows:

"WHEREAS, the Company is offering to a limited number of persons who qualify as "accredited investors" as defined in Rule 501 of Regulation D promulgated under the Securities Act (the "Offering") up to 3,333,333.333 units (the "Units"), each Unit consisting of (i) one (1) share of the Company's common stock, par value \$0.001 per share (the "Common Stock") and (ii) a warrant to purchase one-half (0.5) of one (1) share of Common Stock, at a price per Unit of **\$1.50**;

WHEREAS, the Units are being offered on a “best efforts” basis for aggregate gross proceeds of up to a maximum of **\$5,000,000;**”

2.2 The definition of “Price Per Unit” in Section 1.1 of the Purchase Agreement is hereby amended and restated in its entirety as follows:

“Price Per Unit” means \$1.50.”

2.3 The definition of “Units” in Section 1.1 of the Purchase Agreement is hereby amended and restated in its entirety as follows:

“Units” means the Units issued pursuant to this Agreement, which shall consist of (a) one (1) share of Common Stock and (b) an Investor Warrant to purchase one half (0.5) of one (1) share of Common Stock, exercisable at a price of \$1.50 per share of Common Stock for a period of three (3) years from the date of the applicable Closing (the “Warrant”).”

Section 3. Issuance of Additional Units. Upon the execution of this Amendment, the Company shall issue each Purchaser additional Units equal to the excess of (A) the quotient of such Purchaser’s Subscription Amount (as defined in the Purchase Agreement) divided by \$1.50 minus (B) the number of Units previously issued to such Purchaser under the Purchase Agreement.

Section 4. Binding Effect; Ratification. The Purchase Agreement and the Warrants, as amended by this Amendment, continue to be obligations of the Company and the Holders. All provisions of the Purchase Agreement and the Warrants remain in full force and effect as therein written, except as amended hereby.

Section 5. Construction and Choice of Law. This Amendment may be executed in several identical counterparts all of which shall constitute one and the same instrument. This Amendment shall be construed and enforced in accordance with the laws of the State of New York and applicable United States federal law.

Section 6. Notice of Final Agreement. This Amendment embodies the entire agreement and understanding between the parties with respect to modifications of documents provided for herein and supersedes all prior conflicting or inconsistent agreements, consents and understandings relating to such subject matter, and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

[Remainder of Page Intentionally Left Blank; Signature Pages to Follow.]

Executed as of the date first written above by:

COMPANY:

BIOSIG TECHNOLOGIES, INC.

By: /s/ Kenneth Londoner

Name: Kenneth Londoner

Title: Chairman

HOLDERS:

AMERICAN EUROPEAN INSURANCE CO.

By: /s/ Nachum Stein

Name: Nachum Stein

Title: Chairman

NACHUM STEIN

By: /s/ Nachum Stein

Name: Nachum Stein

Title: Self

NIRMAL ROY

By: /s/ Nirmal Roy

Name: Nirmal Roy

Title: Self

[Signature Page to Amendment Agreement]