
**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): May 31, 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) 999-7331**

(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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Section 1 - Registrant's Business and Operations

Item 1.01 Entry into a Material Definitive Agreement.

See Item 5.02 of this report for a description of the General Release and Severance Agreement and the Restricted Stock Award Agreement, each dated as of May 31, 2017, by and between BioSig Technologies, Inc. (the "Company") and Greg Cash.

The information in Item 5.02 of this report is incorporated in this Item 1.01 by reference.

Section 5 - Corporate Governance and Management

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

Severance Agreement. On May 31, 2017, the Company entered into a General Release and Severance Agreement (the "Severance Agreement") with Gregory Cash, President, Chief Executive Officer, and Director of the Company, pursuant to which Mr. Cash's employment with the Company was terminated effective as of June 1, 2017 (the "Separation Date").

Pursuant to the Severance Agreement, the Company agreed, among other things, to: (i) make severance payments in an amount equal to Mr. Cash's base salary, less applicable taxes and other withholdings, through July 14, 2017, payable in equal installments in accordance with the normal payroll policies of the Company, with the first installment being paid on the Company's first regular pay date on or after the fortieth (40th) day following the Separation Date, which initial payment shall include all installment amounts that would have been paid during the first forty (40) days following the Separation Date had installments commenced immediately following the Separation Date; (ii) provide through December 31, 2017, or until Mr. Cash becomes eligible for comparable employer sponsored health plan benefits, whichever is sooner, all health plan benefits to which Mr. Cash was entitled prior to the Separation Date, pursuant to Mr. Cash's election of COBRA with the Company and Mr. Cash paying the relative costs therefor in the same proportion as existed while Mr. Cash was an active employee of the Company; (iii) issue 100,000 shares of restricted stock to Mr. Cash, subject to the terms and conditions of the BioSig Technologies, Inc. 2012 Equity Incentive Plan and the Award Agreement (as described below); and (iv) transfer to Mr. Cash title to certain equipment previously issued to him.

In consideration of the foregoing severance payments, Mr. Cash agreed to a release of claims against the Company and any of its affiliates, parent companies, subsidiaries, present or former officers, trustees, directors, shareholders, agents and certain other persons regarding, among other things, claims arising out of (i) his hiring, compensation, benefits, and employment with the Company, and (ii) his separation from employment with the Company. Mr. Cash also agreed to a customary covenant not to sue and a nondisclosure and confidentiality covenant.

The foregoing description of the Severance Agreement is qualified in its entirety by reference to the Severance Agreement, a copy of which is filed herewith as Exhibit 10.1 and is incorporated by reference herein.

Award Agreement. In connection with the termination of Mr. Cash's employment with the Company, on May 31, 2017, the Company also entered into a Restricted Stock Award Agreement (the "Award Agreement") with Mr. Cash, pursuant to which the Company issued 100,000 shares of restricted stock (the "Severance Shares") to Mr. Cash, subject to the terms of the Award Agreement.

Pursuant to the Award Agreement, the Severance Shares will: (i) vest 100% as of the date of grant; (ii) be subject to forfeiture immediately upon any revocation by Mr. Cash of his release of claims against the Company under the Severance Agreement; and (iii) be subject to a one-year lock-up period, during which Mr. Cash will not be permitted to sell, transfer, pledge, hypothecate, margin, assign or otherwise encumber any of the Severance Shares.

The foregoing description of the Award Agreement is qualified in its entirety by reference to the Award Agreement, a copy of which is filed herewith as Exhibit 10.2 and is incorporated by reference herein.

Section 9 - Financial Statements and Exhibits

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description of Exhibit
10.1	<u>General Release and Severance Agreement, dated May 31, 2017, by and between BioSig Technologies, Inc. and Greg Cash.</u>
10.2	<u>Restricted Stock Award Agreement, dated May 31, 2017, by and between BioSig Technologies, Inc. and Greg Cash.</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: June 2, 2017

By: /s/ Kenneth Londoner

Name: Kenneth Londoner

Title: Executive Chairman

GENERAL RELEASE AND SEVERANCE AGREEMENT

This General Release and Severance Agreement (the "Agreement"), dated as of May 31, 2017, is made and entered into by and between Gregory Cash and BioSig Technologies, Inc. (the "Company").

For good and valuable consideration, receipt of which is hereby acknowledged, in order to effect a mutually satisfactory and amicable separation of employment from the Company and to resolve and settle finally, fully and completely all matters and disputes that now or may exist between them, as set forth below, Gregory Cash and the Company agree as follows:

- 1. Parties and Status.** The parties to this Agreement are Gregory Cash, his heirs, representatives, successors and assigns (collectively "Employee"), and the Company, and any of its parents, predecessors, successors, subsidiaries, affiliates or related companies, owners, officers, directors, partners, employees, agents and/or representatives.
- 2. Separation from Employment.** Effective June 1, 2017 (the "Separation Date"), Employee's employment with the Company shall cease and he shall relinquish all positions, offices, and authority with the Company, including, without limitation as President, Chief Executive Officer and a director. On or before the Separation Date, Employee shall also execute and deliver a resignation letter confirming his resignation from the Board of Directors effective as of the Separation Date. Employee acknowledges and agrees, except for the payments and benefits described herein, Employee has no and will have no rights to any other wages and other compensation or remuneration of any kind due or owed from the Company, including, but not limited, to all wages, reimbursements, bonuses (including, without limitation, for 2016 or 2017), advances, vacation pay, severance pay, vested or unvested equity or stock options, awards, and any other incentive-based compensation or benefits to which Employee was or may become entitled or eligible.
- 3. Employment Agreement and Equity Awards.** On the Separation Date, the employment agreement between the parties dated July 15, 2014 (the "Employment Agreement") shall terminate forever and no party shall have any further obligation or liability thereunder, except that Employee acknowledges and agrees that Article 6 Confidential Information, Article 7 Ownership of Property and Rights, and Article 8 Restrictive Covenants of the Employment Agreement, and all provisions of such Articles, shall remain in full force and effect in accordance with their terms. The parties acknowledge and agree that any equity awards granted to Employee by the Company pursuant to the BioSig Technologies, Inc. 2012 Equity Incentive Plan (the "Plan") during the term of Employee's employment shall remain in full force and effect in accordance with their terms, including any terms regarding forfeiture of such awards on termination of employment.
- 4. Payment of Compensation Through Separation Date/Consideration.** On or before the Company's regular payroll date which is concurrent with or next follows the Separation Date, the Company shall pay to Employee Employee's unpaid base salary through the Separation Date, and in accordance with the Company's expense reimbursement policy shall reimburse Employee for all of the Employee's reasonable business expenses incurred in connection with the performance of Employees duties and travel on behalf of the Company in

the time and manner set forth therein. In consideration of this Agreement and the release herein, and his compliance with his obligations hereunder, the Company will provide Employee with the following: (i) severance pay in an amount equal to Employee's base salary, less applicable taxes and other withholdings, through July 14, 2017 payable in equal installments in accordance with the normal payroll policies of the Company, with the first installment being paid on the Company's first regular pay date on or after the fortieth (40th) day following the Separation Date, which initial payment shall include all installment amounts that would have been paid during the first forty (40) days following the Separation Date had installments commenced immediately following the Separation Date; (ii) the Company will provide Employee through December 31, 2017 or until Employee becomes eligible for comparable employer sponsored health plan benefits, whichever is sooner, all health plan benefits to which Employee was entitled prior to the Separation Date under any such benefit plans or arrangements maintained by the Company in which Employee participated, pursuant to Employee's election of COBRA with the Company and Employee paying the relative costs therefor in the same proportion as existed while Employee was an active employee of the Company; (iii) on the Separation Date, the Company will grant Employee an award of 100,000 shares of the Company's restricted stock, subject to the terms and conditions of the Plan and a restricted stock award agreement, which terms shall include, without limitation: (A) 100% vesting on the date of grant; (B) a one-year lock-up period commencing on the Separation Date as more specifically described in the award agreement; and (C) forfeiture of such award in the event Employee revokes the release as provided in Section 8 below; and (iv) Employee shall be permitted to keep, and the Company does hereby transfer title to Employee of, the Company-issued 2012 iMac, 2015 iPad and 2016 MacBook equipment, subject to Employee's obligations with respect to the Company's confidential information, and the Company shall include the book value of such items as income and shall deduct any required withholdings or tax obligations from other payments due Employee hereunder.

5. Transition Services. Employee agrees to cooperate with the Company and perform such services as the Company may reasonably request relating to the transition of his responsibilities and the Company's matters, files and materials from the Separation Date through July 14, 2017.

6. Release of Claims. Employee fully and irrevocably releases and discharges the Company, including all of its affiliates, parent companies, subsidiary companies, employees, owners, directors, officers, principals, agents, insurers, and attorneys from any and all claims arising or existing on, or at any time prior to, the date this Agreement is signed by Employee. Such released claims include, without limitation, claims relating to or arising out of: (i) Employee's hiring, compensation, benefits and employment with the Company, (ii) Employee's separation from employment with the Company, and (iii) all claims known or unknown or which could or have been asserted by Employee against the Company, at law or in equity, or sounding in contract (express or implied) or tort, including claims arising under any federal, state, or local laws of any jurisdiction that prohibit age, sex, race, national origin, color, disability, religion, veteran status, military status, pregnancy, sexual orientation, or any other form of discrimination, harassment, or retaliation, including, without limitation, claims under the Age Discrimination in Employment Act; the Older Workers Benefit Protection Act; the Americans with Disabilities Act; Title VII of the Civil Rights Act of 1964; the Rehabilitation Act; the Equal Pay Act; the Family and Medical Leave Act, 42 U.S.C. §1981; the Civil Rights Act of 1991; the Civil Rights Act of 1866 and/or 1871; the Occupational Safety and Health Act; the Sarbanes Oxley Act; the

Employee Polygraph Protection Act; the Uniform Services and Employment and Re-Employment Rights Act; the Worker Adjustment Retraining Notification Act; the National Labor Relations Act and the Labor Management Relations Act; the Minnesota Human Rights Act, and any other similar or equivalent state laws; the California Fair Employment and Housing Act, the California Business and Professions Code, the California Labor Code, the California Wage Orders, and any other similar or equivalent state laws; and any other federal, state, local, municipal or common law whistleblower protection claim, discrimination or anti-retaliation statute or ordinance; claims arising under the Employee Retirement Income Security Act; claims arising under the Fair Labor Standards Act; or any other statutory, contractual or common law claims. Employee does not release Employee's right to enforce the terms of this Agreement.

Employee further agrees knowingly to waive the provisions and protections of Section 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Notwithstanding the foregoing, the release in this Section 6 shall not apply to: (a) any claim for indemnification which may be available to Employee under the Employment Agreement, the certificate of incorporation or by-laws of the Company, or applicable law; (b) any claim under policies of insurance maintained by the Company; (c) any claim under any ERISA employee benefit plans of the Company; or (d) any claim by Employee to enforce this Agreement.

7. No Interference. Nothing in this Agreement is intended to interfere with Employee's right to report possible violations of federal, state or local law or regulation to any governmental or law enforcement agency or entity (including, without limitation, the Securities and Exchange Commission), or to make other disclosures that are protected under the whistleblower provisions of federal or state law or regulation. Employee further acknowledges that nothing in this Agreement is intended to interfere with Employee's right to file a claim or charge with, or testify, assist, or participate in an investigation, hearing, or proceeding conducted by, the Equal Employment Opportunity Commission (the "EEOC"), any state human rights commission, or any other government agency or entity. However, by executing this Agreement, Employee hereby waives the right to recover any damages or benefits in any proceeding Employee may bring before the EEOC, any state human rights commission, or any other government agency or in any proceeding brought by the EEOC, any state human rights commission, or any other government agency on Employee's behalf with respect to any claim released in this Agreement; provided, however, for purposes of clarity, Employee does not waive any right to any whistleblower award pursuant to Section 21F of the Securities Exchange Act of 1934 or any other similar provision.

8. Review and Consultation. Employee acknowledges that: (i) this Agreement is written in terms and sets forth conditions in a manner which he understands; (ii) he has carefully

read and understands all of the terms and conditions of this Agreement; (iii) he agrees with the terms and conditions of this Agreement; and (iv) he enters into this Agreement knowingly and voluntarily. Employee acknowledges that he does not waive rights or claims that may arise after the date this Agreement is executed, that he has been given twenty-one (21) days from receipt of this Agreement in which to consider whether he wanted to sign it, that any modifications, material or otherwise made to this Agreement do not restart or affect in any manner the original twenty-one (21) day consideration period, and that the Company advises Employee to consult with an attorney before he signs this Agreement. The Company agrees, and Employee represents that he understands, that he may revoke his acceptance of this Agreement at any time for fifteen (15) days following his execution of the Agreement and must provide notice of such revocation by giving written notice to the Company. If not revoked by written notice received on or before the sixteenth (16th) day following the date of his execution of the Agreement, this Agreement shall be deemed to have become enforceable on such sixteenth (16th) day.

9. Confidentiality. Employee agrees that he will keep both the fact of this Agreement and the terms of this Agreement confidential, and will not disclose the fact of this Agreement or the terms of this Agreement to anyone other than Employee's spouse/registered domestic partner, attorney or accountant/tax advisor, unless otherwise required to under applicable law or regulation after providing reasonable notice in writing to the Company and a reasonable opportunity to challenge any such disclosure, and Employee may disclose to anyone the fact that he has resigned from the Company.

10. No Further Services. Employee agrees that he will not seek, apply for, accept, or otherwise pursue employment, engagement, or arrangement to provide further services with or for the Company, as an employee, independent contractor or otherwise, except as provided herein.

11. Governing Law/Venue. This Agreement shall be governed by and construed under the laws of the State of Delaware. Venue of any litigation arising from this Agreement or any disputes relating to the Employee'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. Employee consents to personal jurisdiction of the United States District Court for the 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 Employee's employment, and Employee agrees that Employee shall not challenge personal or subject matter jurisdiction in such courts.

12. Voluntary. This Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the parties hereto. The parties acknowledge that they have had ample opportunity to have this Agreement reviewed by the counsel of their choice.

13. Acknowledgment. Employee acknowledges and agrees that the applicable consideration provided in Section 4 herein is consideration to which Employee is not otherwise entitled except pursuant to the terms of this Agreement, and are being provided in exchange for Employee's compliance with his obligations set forth hereunder.

14. No Admission of Liability. This Agreement shall not in any way be construed as an admission by the Company of any acts of wrongdoing or violation of any statute, law or legal right.

15. Counterparts. This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page of this Agreement by facsimile or by electronic mail in portable document format (PDF) will be effective as delivery of a manually executed signature page of this Agreement.

16. Sole Agreement and Severability. Except as set forth herein, this Agreement is the sole, entire and complete agreement of the parties relating in any way to the subject matter hereof. No statements, promises or representations have been made by any party to any other party, or relied upon, and no consideration has been offered, promised, expected or held out other than as expressly set forth herein, provided only that the release of claims in any prior agreement or release shall remain in full force and effect. The covenants contained in this Agreement are intended by the parties hereto as separate and divisible provisions, and in the event that any or all of the covenants expressed herein shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining parts, terms or provisions of this Agreement shall not be affected and such provisions shall remain in full force and effect.

PLEASE READ CAREFULLY. THIS GENERAL RELEASE AND SEVERANCE AGREEMENT INCLUDES A RELEASE OF ANY AND ALL CLAIMS, KNOWN OR UNKNOWN, AGAINST BIOSIG TECHNOLOGIES, INC.

BIOSIG TECHNOLOGIES, INC.

GREGORY CASH

By: /s/ Brian Posner

/s/ Gregory Cash

Title: Executive Chairman

Date: 05/31/2017

Date: 06/01/2017

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

Gregory Cash
(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 100,000 Shares (the “*Awarded Shares*”). The “*Date of Grant*” of this Award is May 31, 2017.

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 be 100% fully vested on the Date of Grant.

4. Forfeiture of Awarded Shares. The Awarded Shares shall be forfeited immediately upon the Participant’s revocation of his release of claims against the Company pursuant to Sections 6 and 8 of that certain General Release and Severance Agreement, dated as of May 31, 2017 (the “*Release Agreement*”). 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.

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 no longer subject to the lock-up provisions of Section 14 hereof (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. Lock-up Agreement. The Participant agrees that he shall not be permitted to sell, transfer, pledge, hypothecate, margin, assign, or otherwise encumber any of the Awarded Shares prior to the date that is the one-year anniversary of the Date of Grant. In the event of the declaration of a stock dividend, a spin-off, a stock split, an adjustment in conversion ratio, a recapitalization, or a similar transaction affecting the Company's outstanding securities without receipt of consideration, any new, substituted, or additional securities which are by reason of such transaction distributed with respect to any Awarded Shares subject to this Section 14 shall also immediately be subject to this Section 14. Appropriate adjustments to reflect the distribution of such securities or property shall be made to the

number and/or class of the Awarded Shares subject to this Section 14. The Participant's obligations under this Section 14 shall remain in effect until the earlier of (i) the date that is the one-year anniversary of the Date of Grant and (ii) the date the Awarded Shares are forfeited pursuant to Section 4 hereof. In order to enable this covenant to be enforced, the Participant hereby consents to the placing of legends or stop transfer instructions with the Company's transfer agent with respect to any Awarded Shares or securities convertible into or exercisable or exchangeable for Awarded Shares.

15. 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).

16. 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.

17. 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.

18. 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.

19. Entire Agreement. This Agreement, together with the Plan and the Release Agreement, 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, the Release Agreement, or the Plan and that any agreement, statement, or promise that is not contained in this Agreement, the Release Agreement, or the Plan shall not be valid or binding or of any force or effect.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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 25, 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: /s/ Kenneth Londoner
Name: Kenneth Londoner
Title: Executive Chairman

PARTICIPANT:

/s/ Gregory Cash
Signature

Name: Gregory Cash
Address: *