

**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 17, 2019

BioSig Technologies, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

000-55473
(Commission File Number)

26-433375
(IRS Employer
Identification No.)

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

90025
(Zip Code)

Registrant's telephone number, including area code: **(310)-620-9320**

(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.

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.001 per share	BSGM	The NASDAQ Capital Market

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

Director Resignations

In connection with their retirement from the board of directors of BioSig Technologies, Inc. (the “Company”), on May 17, 2019, each of Roy T. Tanaka and Seth H.Z. Fischer resigned as a director of the Company. Neither Mr. Tanaka’s nor Mr. Fischer’s decision to resign is the result of any dispute or disagreements with the Company on any matter relating to the Company’s operations, policies or practices.

In connection with Mr. Tanaka’s and Mr. Fischer’s resignations, on May 17, 2019, each of Mr. Tanaka and Mr. Fischer entered into an amendment to stock option agreements, (i) extending the termination period of each of his option agreements from three months after he ceases to be a service provider to two years after he ceases to be a service provider and (ii) providing that he may request the Company to withhold the number of shares deliverable upon exercise of the option as a method of payment of the exercise price, at his option.

The foregoing summary of Mr. Tanaka’s and Mr. Fischer’s first amendment to the stock option agreement is not complete and is qualified in its entirety by reference to the full text of the First Amendment to the Stock Option Agreement each of Mr. Tanaka and Mr. Fischer entered into with the Company, copies of which are filed as Exhibit 10.1 and Exhibit 10.2, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

Director Appointment

On May 17, 2019, the board of directors of the Company (the “Board”) appointed Jerome B. Zeldis as a director of the Company and to serve on the Nominating and Corporate Governance Committee of the Company, effective as of the same date, to serve for a term expiring at the next annual meeting of the Company’s stockholders or until his successor is duly elected and qualified, or his earlier death, resignation or removal. For Dr. Zeldis’s service on the Board and the Nominating and Corporate Governance Committee of the Company, Dr. Zeldis will receive compensation consistent with market practices of similarly situated companies that is consistent with the Company’s non-employee director compensation policy as may be then in effect.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
10.1	<u>First Amendment to Stock Option Agreement, dated May 17, 2019, between Roy T. Tanaka and BioSig Technologies, Inc.</u>
10.2	<u>First Amendment to Stock Option Agreement, dated May 17, 2019, between Seth H.Z. Fischer and BioSig Technologies, Inc.</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: May 22, 2019

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

**FIRST AMENDMENT TO
STOCK OPTION AGREEMENT**

This First Amendment to Stock Option Agreement (this "**Amendment**") is hereby made and entered into as of May 17, 2019 (the "**Effective Date**"), by and between BioSig Technologies, Inc., a Delaware corporation (the "**Company**"), and Roy T. Tanaka (the "**Participant**"). Terms used in this Amendment with initial capital letters that are not otherwise defined herein shall have the meanings ascribed to such terms in those certain Stock Option Agreements, dated July 18, 2012, September 1, 2014, June 22, 2015, and October 16, 2018, by and between the Company and the Participant (collectively, the "**Option Agreements**"), and in the BioSig Technologies, Inc. 2012 Equity Incentive Plan.

WHEREAS, the Company and the Participant mutually desire to amend each of the Option Agreements to (i) extend the exercise period from three months to up to two years following the date the Participant ceases to be a Service Provider and (ii) permit the Option to be exercised on a cashless basis; and

WHEREAS, pursuant to Section 10 of each of the Option Agreements, the Option Agreements may be amended by a writing signed by the parties thereto.

NOW, THEREFORE, pursuant to Section 10 of the Option Agreements, in consideration of the mutual promises, conditions, and covenants contained herein and in the Option Agreements, and other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties agree as follows, effective as of the Effective Date:

1. The "Termination Period" paragraph in Section 1 of each of the Option Agreements is hereby amended by deleting the phrase "three (3) months" from the first sentence of said paragraph and replacing it with the phrase "two (2) years".

2. Subsection 5(c) of each of the Option Agreements is hereby amended by deleting said subsection in its entirety and substituting in lieu thereof the following new subsection:

(c) by requesting the Company to withhold the number of shares otherwise deliverable upon exercise of the Option by the number of shares of Common Stock having an aggregate Fair Market Value equal to the aggregate Exercise Price at the time of exercise (*i.e.*, a cashless net exercise);
or

3. Except as expressly amended by this Amendment, the Option Agreements shall continue in full force and effect in accordance with the provisions thereof.

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

IN WITNESS WHEREOF, the parties hereto have executed this Amendment, effective as of the Effective Date.

BIOSIG TECHNOLOGIES, INC.

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

PARTICIPANT:

/s/ Roy T. Tanaka
Name: Roy T. Tanaka
Address: ***

*Signature Page to
First Amendment to Stock Option Agreement*

**FIRST AMENDMENT TO
STOCK OPTION AGREEMENT**

This First Amendment to Stock Option Agreement (this "**Amendment**") is hereby made and entered into as of May 17, 2019 (the "**Effective Date**"), by and between BioSig Technologies, Inc., a Delaware corporation (the "**Company**"), and Seth H.Z. Fischer (the "**Participant**"). Terms used in this Amendment with initial capital letters that are not otherwise defined herein shall have the meanings ascribed to such terms in those certain Stock Option Agreements, dated May 2, 2013, September 1, 2014, October 14, 2014, June 22, 2015, and December 22, 2017, by and between the Company and the Participant (collectively, the "**Option Agreements**"), and in the BioSig Technologies, Inc. 2012 Equity Incentive Plan.

WHEREAS, the Company and the Participant mutually desire to amend each of the Option Agreements to (i) extend the exercise period from three months to up to two years following the date the Participant ceases to be a Service Provider and (ii) permit the Option to be exercised on a cashless basis; and

WHEREAS, pursuant to Section 10 of each of the Option Agreements, the Option Agreements may be amended by a writing signed by the parties thereto.

NOW, THEREFORE, pursuant to Section 10 of the Option Agreements, in consideration of the mutual promises, conditions, and covenants contained herein and in the Option Agreements, and other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties agree as follows, effective as of the Effective Date:

1. The "Termination Period" paragraph in Section 1 of each of the Option Agreements is hereby amended by deleting the phrase "three (3) months" from the first sentence of said paragraph and replacing it with the phrase "two (2) years".

2. Subsection 5(c) of each of the Option Agreements is hereby amended by deleting said subsection in its entirety and substituting in lieu thereof the following new subsection:

(c) by requesting the Company to withhold the number of shares otherwise deliverable upon exercise of the Option by the number of shares of Common Stock having an aggregate Fair Market Value equal to the aggregate Exercise Price at the time of exercise (*i.e.*, a cashless net exercise);
or

3. Except as expressly amended by this Amendment, the Option Agreements shall continue in full force and effect in accordance with the provisions thereof.

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

IN WITNESS WHEREOF, the parties hereto have executed this Amendment, effective as of the Effective Date.

BIOSIG TECHNOLOGIES, INC.

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

PARTICIPANT:

/s/ Seth H.Z. Fischer
Name: Seth H.Z. Fischer
Address: ***

*Signature Page to
First Amendment to Stock Option Agreement*