
**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 2, 2020

BioSig Technologies, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-38659
(Commission File Number)

26-4333375
(IRS Employer
Identification No.)

54 Wilton Road, 2nd Floor
Westport, Connecticut
(Address of principal executive offices)

06880
(Zip Code)

(203) 409-5444
(Registrant's telephone number, including area code)

N/A
(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))

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

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

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.

Item 1.01 Entry Into a Material Definitive Agreement.

On September 2, 2020, ViralClear Pharmaceuticals, Inc. (“ViralClear”), a majority-owned subsidiary of BioSig Technologies, Inc. (the “Company”), as successor-in-interest to Trek Therapeutics, PBC (“Trek”), entered into a second amendment (the “Amendment”) to an assignment and license agreement, as amended (the “Original Agreement”), with Vertex Pharmaceuticals Incorporated (“Vertex”), originally entered into on July 12, 2016, by and among Vertex and Trek. ViralClear is developing Merimepodib for the treatment of COVID-19.

Among other modifications to the Original Agreement, pursuant to the Amendment, all references to “TREKtx” will be amended to refer to ViralClear. Additionally, the Amendment eliminates the first two milestone events (the first being the initiation of a Phase 2 clinical trial of a product in a non-HCV indication in the field of use, and the second being the initiation of a Phase 3 clinical trial of a product in a non-HCV indication in the field of use) and the associated milestone payments (totaling \$6 million) listed in the Original Agreement. The amendment enables ViralClear to execute on their program for COVID-19. The Amendment now has only two milestone events and associated milestone payments. Further, the running royalties rate has been increased in the Amendment to 6%, from 5% in the Original Agreement.

The foregoing description of the terms and conditions of the Amendment is qualified in its entirety by reference to the full text of the Amendment, a copy of which is attached hereto as Exhibit 10.1, and which is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.**(d) Exhibits**

| Exhibit Number | Description |
|-----------------------|---|
| 10.1 | Amendment No. 2 to Assignment and License Agreement, dated as of September 2, 2020, by and among ViralClear Pharmaceuticals, Inc. and Vertex Pharmaceuticals Incorporated |
| 104 | Cover Page Interactive Data File (embedded within the Inline XBRL document) |

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.

Date: September 3, 2020

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

Amendment No. 2
Assignment and License Agreement

This Amendment No. 2 (this “*Amendment*”) is dated September 2, 2020 (the “*Amendment Effective Date*”), and is between Vertex Pharmaceuticals Incorporated (“*Vertex*”) and ViralClear Pharmaceuticals, Inc. (successor-in-interest to Trek Therapeutics, PBC (“*Trek*”) and formerly known as NeuroClear Technologies, Inc. (“*ViralClear*”). Vertex and ViralClear may each be referred to herein individually as a “*Party*” or collectively as the “*Parties*.”

Whereas, Vertex and ViralClear are parties to that certain Assignment and License Agreement dated July 12, 2016, as amended (the “*Original Agreement*”);

Whereas, on March 24, 2020 ViralClear entered into an asset purchase agreement (the “*Asset Purchase Agreement*”) with Trek, pursuant to which ViralClear purchased from Trek, amongst other things, all of Trek’s rights, title and interest in the Original Agreement while concurrently assuming Trek’s liabilities under the Original Agreement; and

Whereas, Vertex and ViralClear desire to amend the Original Agreement as set forth herein;

Now, Therefore, in consideration of the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. All references in the Original Agreement to “TREKtx” shall be amended to read “ViralClear.”
2. Section 4.2 of the Original Agreement shall be amended to read in its entirety as follows:

4.2 Milestone Payments. In consideration of the rights granted to ViralClear in the Assigned Know-How and Licensed Know-How hereunder, ViralClear will pay VERTEX the milestone payments (each, a “Milestone Payment”) set forth in this Section 4.2 within 30 days after the occurrence of the corresponding milestone event (each, a “Milestone Event”). Each Milestone Payment is payable only once, regardless of the number of Products that achieve the relevant Milestone Event or the number of times the same Product(s) achieve such Milestone Event.

| Milestone Number | Milestone Event | Milestone Payment |
|------------------|---|-------------------|
| 1 | First receipt of Marketing Authorization in any country for a Product in a non-HCV Indication in the Field of Use. | \$10,000,000 |
| 2 | Second receipt of Marketing Authorization in any country for a Product in a non-HCV Indication in the Field of Use. | \$5,000,000 |

3. Section 4.3 of the Original Agreement shall be amended to read in its entirety as follows:
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4.3 Running Royalties. In consideration of the rights granted to ViralClear in the Assigned Know-How and Licensed Know-How hereunder, on a Product-by-Product and country-by-country basis, during the Royalty Term, ViralClear shall pay VERTEX royalties at a rate of 6% of the aggregate Net Sales of each Product sold by ViralClear and any other Seller in the Territory. The obligation to pay royalties will be imposed only once with respect to the same unit of a Product.

4. Section 12.3 of the Original Agreement shall be amended to read in its entirety as follows:

12.3 Notices. All demands, notices, consents, approvals, reports, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally, by mail (first class, postage prepaid, certified), or by overnight delivery using a globally recognized carrier, to the Parties at the addresses set forth below or to such other address as the addressee shall have last furnished in writing in accord with this provision to the addressor. All notices shall be deemed effective: (a) when delivered if personally delivered on a Business Day (or if delivered or sent on a non-Business Day, then on the next Business Day); or (b) on receipt if sent by mail or overnight courier.

If to VERTEX:

Vertex Pharmaceuticals Incorporated
Attn: Business Development
50 Northern Avenue
Boston, Massachusetts 02210

With a copy to:

Vertex Pharmaceuticals Incorporated
Attn: Corporate Legal
50 Northern Avenue
Boston, Massachusetts 02210

If to ViralClear:

ViralClear Pharmaceuticals, Inc.
Attn: Chief Operating Officer
54 Wilton Road, 2nd Floor
Westport, CT 06880

5. All capitalized terms used herein but not otherwise defined will have the meaning attributed to such terms in the Original Agreement.
6. Except as amended by this Amendment, the Original Agreement will remain in full force and effect in accordance with the terms thereof.

7. The laws of The Commonwealth of Massachusetts will govern this Amendment and all proceedings arising out of this Amendment notwithstanding any conflicts of laws principles that require the application of the law of another jurisdiction.

8. This Amendment may be executed in counterparts, each of which will be deemed an original, and all of which will constitute a single agreement. The Parties may execute this Amendment by electronically transmitted signature and such electronically transmitted signature will be as effective as an original executed signature page.

[Signature Page Follows]

In Witness Whereof, the Parties have entered into this Amendment by their duly authorized representatives as of the Effective Date.

Vertex Pharmaceuticals Incorporated

ViralClear Pharmaceuticals, Inc.

By: /s/ Michael Parini

Name: Michael Parini

Title: Chief Administrative, Legal and BD Officer

Date: September 3, 2020

By: /s/ Steve King

Name: Steve King

Title: COO

Date: September 2, 2020

By: /s/ Ken Londoner

Name: Ken Londoner

Title: CEO, BioSig Technologies, Inc.

Date: September 2, 2020