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 11, 2024

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

Delaware	**001-38659**	**26-4333375**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

12424 Wilshire Blvd, Ste 745 **Los Angeles, California**	**90025**
(Address of principal executive offices)	(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:

Title of each class	**Trading Symbol(s)**	**Name of exchange on which registered**
Common Stock, par value $0.001 per share	BSGM	N/A

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

As previously announced on February 27, 2024, Kenneth L. Londoner, the former chairperson ("Chairman") of the Board of Directors (the "Board") of BioSig Technologies, Inc. (the "Company") resigned from the Company. On September 11, 2024, pursuant to Section 5.2 of the Company's bylaws, the Board appointed the Company's chief executive officer, Mr. Anthony Amato, as Chairman.

On September 11, 2024, the Company entered into an Executive Employment Agreement (the "Executive Agreement") which became effective August 1, 2024, by and between the Company and Mr. Amato (the "Executive").

Pursuant to the Executive Agreement, (i) the Executive's annual base salary shall be $300,000 ("Base Salary"), less applicable taxes and other withholdings, payable in equal installments in accordance with the normal payroll policies of the Company as of August 1, 2024; the Executive shall be eligible to receive an annual discretionary bonus of 60% of the Executive's Base Salary; (iii) the Executive was granted a stock option to purchase 2,400,000 shares of the Company's common stock, par value $0.001 per share ("Common Stock"), with an exercise price equal to the fair market value on September 11, 2024 (the "Date of Grant"), $0.4479 per share (the "Options"), with 50% of the Options vesting on the Date of Grant and the remaining 50% of the Options vesting over a term of 4 years in equal bi-annual installments with vesting commencing on the Date of Grant, subject to continued service and subject to the terms and conditions of the Company's standard form of Option Award Agreement (the "Option Agreement") and a termination date of September 11, 2034; (iv) the Executive was also granted 275,000 shares of restricted Common Stock fully vested on the Date of Grant and 1,275,000 shares of restricted Common Stock that shall vest biannually over the term of 3 years in equal installments with vesting commencing on the Date of Grant, pursuant to the Company's standard form of Restricted Stock Award Agreement (the "RSA"); (v) Executive will be eligible for additional annual equity grants commencing in the first quarter of 2025 in accordance with the Company's standard practices and upon the terms and conditions approved by the Board, (vi) in the event the Executive is terminated for cause, the Executive shall receive accrued obligations following the effective date of termination, (vii) in the event the Executive is terminated without cause or for good reason, the Executive shall be eligible to receive severance payments equal to the sum of Executive's then current base salary, 100% of the Executive's annual bonus, payable in a lump sum, less customary required taxes and employment-related deductions and all of the Executive's time-based equity incentive awards scheduled to vest in the 12 month period following the termination date shall immediately accelerate (and options will become fully exercisable and restricted shares and any other equity incentive awards will become non-forfeitable) as of the later of (A) the termination date, and (B) the effective date of the separation, and the Company shall continue to provide the Executive health insurance coverage at no cost to Executive, until the earlier to occur of (A) 12 months following the Executive's termination date and (B) the date Executive elects to participate in the group health plan of another employer, (viii) in the event the Executive is terminated without cause or for good reason in connection with a change of control, within a period of 90 days prior to or 18 months following a change of control, Executive would receive an amount equal to the product of (A) the sum of (x) Executive's then-current base salary and (y) an amount equal to 100% of the Executive's annual bonus to which the Executive is entitled for the year in which Executive's employment terminates, multiplied by (B) two (2), less customary and required taxes and employment-related deductions and also be eligible to receive medical insurance coverage at no cost to Executive for a period of up to 18 months.

The foregoing description of the Executive Agreement, form of RSA and form of Option Agreement are qualified in their entirety by reference to the full text of the Executive Agreement, form of RSA and form of Option Agreement, copies of which are filed as Exhibits 10.1, 10.2 and 10.3 to this Current Report on Form 8-K and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
10.1	Executive Employment Agreement, dated September 11, 2024, by and between BioSig Technologies, Inc. and Anthony Amato
10.2	Form of Restricted Stock Award Agreement
10.3	Form of Stock Option Agreement
104	Cover Page Interactive Data File (formatted as Inline XBRL)

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: September 13, 2024

By: */s/ Anthony Amato*
Name: Anthony Amato
Title: Chief Executive Officer

Exhibit 10.1

EXECUTIVE EMPLOYMENT AGREEMENT

EXECUTIVE EMPLOYMENT AGREEMENT

This Executive Employment Agreement (the "Agreement"), made and entered into this 1st day of August 2024 (the "Effective Date"), by and between BioSig Technologies Inc. (the "Company"), and Anthony Amato ("Executive").

WHEREAS, the Company wishes to continually employ Executive as its Chief Executive Officer ("CEO"); and

WHEREAS, Executive and the Company desire to enter into an employment agreement to memorialize the terms and conditions of Executive's employment.

NOW, THEREFORE, in consideration of the mutual promises, terms, provisions, and conditions contained herein, the parties agree as follows:

1. Title; Role; Duties.

(a) Subject to the terms and conditions of this Agreement, the Company shall employ Executive as its CEO reporting to the Company's Board of Directors (the "Board"), beginning on the Commencement Date (as defined below). Executive accepts such employment upon the terms and conditions set forth herein. Executive agrees to perform, to the best of Executive's ability, the duties and responsibilities that are customary for such position, as well as, in the Board's reasonable discretion, any such other duties and responsibilities customarily associated with the position of chief executive officer. During Executive's employment with the Company, Executive shall devote all of Executive's business time, energies and efforts to the business and affairs of the Company and shall act in conformity with the written policies applicable to Executive that the Company maintains from time to time. Executive shall personally work and provide services primarily in Medford, New Jersey; provided that, Executive shall periodically travel to, and work in, the Company's office location in Los Angeles, California on a reasonable schedule to be mutually agreed upon between Executive and the Board (it being acknowledged and agreed that no such travel shall be required during any period in which Executive reasonably determines that traveling could create health or safety risks for Executive).

(b) Notwithstanding the forgoing, nothing contained in this Section 1 shall prevent or limit Executive's right to manage Executive's personal investments on Executive's own personal time, including the right to make passive investments in the securities of: (i) any entity that Executive does not control, directly or indirectly, and which business is not competitive with the Company, or (ii) any publicly held entity so long as Executive's aggregate direct and indirect interest does not exceed five percent (5%) of the issued and outstanding securities of any class of securities of such publicly held entity. Executive shall not engage in other non-Company related business activities (including board memberships) without the Company's consent (which consent will not be unreasonably withheld or delayed). Executive may be involved in civic and charitable activities, including sitting on a board or similar managing body of civic or charitable organizations, so long as such membership and activities do not interfere with Executive's duties to the Company.

(c) On or promptly following the Commencement Date, the Company shall take all steps necessary to elect Executive as the Chairman of the Board. Executive shall continue to hold his seat on the Board for a period not shorter than the period in which Executive is employed as CEO hereunder. Unless otherwise agreed upon in writing by the parties, Executive will automatically be deemed to have resigned from the Board upon the termination of his employment as CEO.

2. Term of Employment.

(a) Term. Subject to the terms hereof, Executive's renewal at-will employment hereunder shall commence on or before August 1, 2024, or such other date mutually agreed by Executive and the Company (the "Commencement Date") and shall continue until terminated hereunder by either party.

(b) Termination. Notwithstanding anything else contained in this Agreement, Executive's employment hereunder shall terminate upon the earliest to occur of the following:

(i) Death. Immediately upon Executive's death.

(ii) Termination by the Company.

(A) If, because of Executive's Disability (as defined below), upon written notice by the Company to Executive that Executive's employment is being terminated as a result of Executive's Disability, which termination shall be effective on the date of such notice or such later date as specified in writing by the Company;

(B) If, because of Executive's actions constituting Cause (as defined below), after written notice has been provided by the Company to Executive that Executive's employment is being terminated for Cause, which notice must set forth in reasonable detail the factual basis supporting the alleged Cause condition and Executive has been provided an opportunity to be heard by the Board (with the assistance of Executive's counsel if Executive so desires), and which termination shall be effective on the later of (x) the end of the applicable cure period and (y) such later date as specified in writing by the Company; provided that, if Executive has cured the circumstances giving rise to Cause, then such termination shall not be effective; or

(C) If by the Company for reasons other than Disability or Cause, after written notice has been provided by the Company to Executive that Executive's employment is being terminated, which termination shall be effective thirty (30) days after Executive's receipt of such notice or such later date as specified in writing by the Company.
(iii) Termination by Executive.

(A) If, because of the Company's actions giving rise to Good Reason (as defined below), upon written notice by Executive to the Company that Executive is terminating Executive's employment for Good Reason, which notice sets forth the factual basis supporting the alleged Good Reason, and which termination shall be effective on the date that the Company's cure period ends; provided that, if the Company has cured the circumstances giving rise to the Good Reason, then such termination shall not be effective; or

(B) If by Executive without Good Reason, upon written notice by Executive to the Company that Executive is terminating Executive's employment, which termination shall be effective at least thirty (30) days after the date of such notice; provided that, Executive and the Company may agree upon an earlier effective date.

(c) Definition of Disability. For purposes of this Agreement, "Disability" shall mean Executive's incapacity or inability to perform Executive's duties and responsibilities as contemplated herein for one hundred twenty (120) days or more within any one (1)-year period (cumulative or consecutive), because, after accounting for reasonable accommodation (if applicable), Executive's physical or mental health has become so impaired as to make it impossible or impractical for Executive to perform the duties and responsibilities contemplated hereunder (as determined by Executive's healthcare provider in his, her or its reasonable discretion).

(d) Definition of Cause. As used herein, "Cause" shall mean: (i) Executive's engagement in illegal conduct, gross misconduct or gross negligence that, in each case, is materially injurious to the Company; (ii) Executive's gross insubordination with regard to a lawful and reasonable directive by the Board, or material malfeasance or nonfeasance of duty with respect to his duties and responsibilities to the Company; provided that, Cause shall not include nonfeasance due to Executive's Disability; (iii) Executive's embezzlement, knowing misappropriation of funds, or fraud, in each case, with respect to the Company in his capacity as an employee of the Company; or (iv) Executive's material breach of this Agreement or the Confidentiality Agreement (as defined below), or Executive's material violation of a material provision of the Company's written code of conduct; provided that, if the circumstance(s) giving rise to Cause in subsection(s) (ii) or (iv) are capable of being cured, Cause shall only exist hereunder if Executive has failed to cure such circumstance(s) within a period of thirty (30) days after the date of receipt of written notice.

(e) Definition of Good Reason. As used herein, "Good Reason" shall mean the occurrence of any of the following conditions without Executive's written consent: (i) a relocation of Executive's principal place of employment to a location more than twenty-five (25) miles from Executive's principal place of residence as of the Commencement Date in Ocean City NJ (excluding Executive's periodic travel to, and work from, the Company's office location in Los Angeles, CA in accordance with Section 11(a)); (ii) a diminution in Executive's title, duties, authority or responsibilities; (iii) in connection with any election of directors to the Board upon the expiration of Executive's then-current term on the Board, the Company's failure to nominate Executive for re-election to the Board and to use reasonable efforts to have Executive re-elected; (iv) a reduction in Executive's compensation (including base salary or annual bonus); or (v) a material breach by the Company of this Agreement or any other written agreement in effect between Executive and the Company; provided that, for Executive to terminate his employment for Good Reason: (A) Executive must provide the Company with written notice that Executive intends to terminate Executive's employment hereunder for one of the circumstances set forth in this Section 2(e) within thirty (30) days of Executive's discovery of such circumstance occurring; (B) if such circumstance is capable of being cured, the Company must have failed to cure such circumstance(s) within a period of fifteen (15) days after the date of receipt of such written notice; and (C) Executive must actually terminate Executive's employment within fifteen (15) days from the expiration of such cure period. For purposes of clarification, the above-listed conditions shall apply separately to each occurrence of Good Reason, and failure to adhere to such conditions in the event of Good Reason shall not disqualify Executive from asserting Good Reason for any subsequent occurrence of Good Reason.

3. Compensation.

(a) Base Salary. The Company shall pay Executive a base salary (the "Base Salary") at the annual rate of three hundred thousand dollars ($300,000). The Base Salary shall be payable in substantially equal periodic installments in accordance with the Company's payroll practices as in effect from time to time. The Company shall deduct from each such installment all amounts required to be deducted or withheld under applicable law or under any employee benefit plan in which Executive participates.

(b) Discretionary Annual Bonus. Executive shall be eligible to receive an annual cash bonus (the "Annual Bonus") in a target amount equal to sixty percent (60%) of Executive's Base Salary. The Board (or an appropriate committee thereof) and Executive shall mutually set annual bonus milestones and goals. The amount of the Annual Bonus shall be determined by the Board (or an appropriate committee thereof), in its reasonable discretion, based on Executive's achievement of the mutually agreed upon milestones and goals. The Annual Bonus shall be paid to Executive as soon as administratively practicable after the end of, but in no event later than, March 15th of the calendar year immediately following the calendar year in which it was earned. Except as otherwise set forth herein, Executive must be employed by the Company on the final day of the fiscal year in which the Annual Bonus is awarded in order to be eligible to receive such Annual Bonus. The Company shall deduct from the Annual Bonus all amounts required to be deducted or withheld under applicable law or under any employee benefit plan in which Executive participates. For calendar year 2024, Executive shall be eligible for a prorated portion of the Annual Bonus based on the period from the Commencement Date through December 31, 2024, subject to the terms and conditions described above.

(c) Equity.

(i) Stock Options. Subject to approval by the Board, the Company will grant you an option (the "Option") to purchase 2,400,000 shares of common stock of the Company, each with an exercise price equal to the fair market value of a share of Company common stock as of the date of grant. Fifty percent (50%) of the Options will vest immediately upon signature and the other (50%) bi-annually over the term of three (3) years, subject to your continued service with the Company through each relevant vesting date.

(ii) Restricted Stock. Subject to approval by the Board, bi-the Company will immediately grant you 275,000 shares of restricted Company common stock (the "Restricted Stock"). The Company will also grant you 1,275,000 shares of restricted Company common stock (the "Restricted Stock"). The Restricted Stock shall vest bi-annually over the term of three (3) years, subject to your continued service with the Company through each vesting date.

Upon the termination of your employment, except as otherwise provided herein, the Company shall have a right to reacquire all or any part of the Restricted Stock that has not vested by the date of such termination. Such Restricted Stock grant will be governed by the Restricted Stock Agreements attached hereto as ***Exhibits B***.

(iii) Executive will be eligible for additional annual equity grants commencing in the first quarter of 2025 in accordance with the Company's standard practices and upon the terms and conditions approved by the Board.

(d) Signing Bonus. Executive shall receive a signing bonus of one dollar ($1), payable in a lump sum within thirty (30) days after the Commencement Date (the "Signing Bonus"). The Company shall deduct all amounts required to be deducted or withheld under applicable law or under any employee benefit plan in which Executive participates. Executive agrees to repay the Signing Bonus (net of the deductions and withholdings contemplated in the preceding sentence) in full if, within one (1) year after the Commencement Date, Executive's employment is terminated by the Company for Cause or by Executive without Good Reason.

(e) Paid Time Off. Executive may take up to twenty (20) business days of paid time off ("PTO") per year (or any greater number of days offered generally to executives of the Company), to be scheduled to minimize disruption to the Company's operations, the accrual and use of which shall be subject to the Company paid time off policies and practices as applied to Company senior executives. In addition, Executive shall be entitled to paid holidays and other paid leave in accordance with the Company's policies and practices as applied to Company senior executives.

(f) Benefits. Executive shall be entitled to participate in all benefit/welfare plans and fringe benefits provided to Company senior executives, if and when the Company offers such plans and benefits, subject to the terms of each applicable plan. Executive understands that, except when prohibited by applicable law, Company's benefit plans and fringe benefits may be amended or terminated by the Company from time to time in its sole discretion.

(g) Reimbursement of Expenses. The Company shall reimburse Executive for all ordinary and reasonable out-of-pocket business expenses incurred by Executive in furtherance of the Company's business, including all reasonable travel expenses and living expenses while away from home on Company business, in accordance with the Company's policies with respect thereto as in effect from time to time.

(h) Indemnification. As stated in the Company's Bylaws.

4. Payments upon Termination.

(a) Definition of Accrued Obligations. For purposes of this Agreement, "Accrued Obligations" means the portion of Executive's Base Salary that has accrued prior to any termination of Executive's employment with the Company and has not yet been paid, any Annual Bonus previously earned by Executive but not yet paid, the cash-out value of any accrued and unused vacation or sick leave (including unused PTO), and the amount of any expenses properly incurred by Executive on behalf of the Company prior to any such termination and not yet reimbursed. Executive's entitlement to any other compensation or benefit under any plan of the Company shall be governed by and determined in accordance with the terms of such plans, except as otherwise specified in this Agreement.

(b) Termination by the Company for Cause, by Executive without Good Reason, or as a Result of Executive's Disability or Death. If Executive's employment hereunder is terminated by the Company for Cause, by Executive without Good Reason, or as a result of Executive's Disability or death, then the Company shall pay the Accrued Obligations to Executive (or Executive's estate) promptly following the effective date of such termination, and Executive shall not be eligible for payments or benefits described in Sections 4(c) or 4(d).

(c) Termination by the Company without Cause or by Executive for Good Reason. If Executive's employment is terminated by action of the Company other than for Cause, Disability or death, or Executive terminates Executive's employment for Good Reason, then, in addition to the Accrued Obligations, Executive shall receive the following, subject to the terms and conditions of Section 4(e):

(i) Severance Payments. Payment in an amount equal to the sum of (A) Executive's then-current Base Salary and (B) one hundred percent (100%) of Executive's Annual Bonus, less customary and required taxes and employment-related deductions, payable in a lump sum on the Company's first payroll date following the date on which the Separation Agreement (as defined below) becomes effective and non-revocable.

(ii) Severance Bonus. Payment of a severance bonus in an amount equal to a pro-rata portion of one hundred percent (100%) of the Annual Bonus for which Executive is eligible for the year in which Executive's employment is terminated, less customary and required taxes and employment-related deductions, which will be payable in a lump sum at the time other Company executives receive their corresponding annual discretionary bonuses; provided that, no payment shall be made until the date on which the Separation Agreement becomes effective and non-revocable.

(iii) Time-Based Equity Acceleration. Notwithstanding anything to the contrary in the Equity Plan or any award agreement applicable to any outstanding equity incentive awards held by Executive, all of Executive's time-based equity incentive awards scheduled to vest in the twelve (12)- month period following the termination date shall immediately accelerate (and options will become fully exercisable and restricted shares and any other equity incentive awards will become non-forfeitable) as of the later of (A) the termination date, and (B) the effective date of the Separation Agreement. Additionally, all outstanding vested stock options held by Executive (determined after applying the preceding sentence) shall remain exercisable until the earlier of (x) the date that is three (3) years following the termination of Executive's employment and (y) the expiration of the applicable option term. Any termination or forfeiture of any unvested portion of such time-based awards that would otherwise occur on the termination date in the absence of this Agreement (and any right of the Company to reacquire all or any part of any restricted shares or other equity awards that have not vested) shall be delayed and shall occur only if the vesting pursuant to this subsection does not occur due to the absence of such Separation Agreement becoming effective. No additional vesting of the time-based awards shall occur during the period between the termination date and the date of accelerated vesting described herein. Except as provided herein, Executive's time-based equity incentive awards vested pursuant to this

Section 4(c) shall remain subject to the terms and conditions of the applicable award agreements executed by Executive pursuant thereto.

(iv) Performance-Based Equity Acceleration. Notwithstanding anything to the contrary in the Equity Plan or any award agreement applicable to any outstanding equity incentive awards held by Executive, so long as the Separation Agreement becomes effective, all of Executive's performance-based equity incentive awards shall remain outstanding for the duration of the applicable performance period and eligible vest as if Executive had remained continuously employed by the Company for the duration of such performance period. Additionally, all outstanding vested stock options held by Executive (determined after applying the preceding sentence) shall remain exercisable until the earlier of (x) the date that is three (3) years following the termination of Executive's employment and (y) the expiration of the applicable option term. Any termination or forfeiture of any unvested portion of such performance-based equity incentive awards that would otherwise occur on the termination date in the absence of this Agreement (and any right of the Company to reacquire all or any part of any performance-based equity incentive awards) shall be delayed and shall occur only if the Separation Agreement does not become effective. Performance-based equity incentive awards vested pursuant to this Section 4(c) shall remain subject to the terms and conditions of the Equity Plan or applicable award agreements executed by Executive pursuant thereto.

(v) Benefits Payments. Upon completion of appropriate forms and subject to applicable terms and conditions under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), the Company shall continue to provide Executive health insurance coverage at no cost to Executive, until the earlier to occur of (A) twelve (12) months following Executive's termination date and (B) the date Executive elects to participate in the group health plan of another employer. Subject to the Company's obligation under COBRA to provide timely notice, Executive shall bear responsibility for applying for COBRA continuation coverage.

The severance payments and benefits described in Section 4(d) shall be *in lieu* of and not *in addition* to, the severance payments and benefits described in this Section 4(c). Accordingly, if Executive is eligible for the severance payments and benefits under Section 4(d), Executive shall not be eligible for the severance payments and benefits under this Section 4(c).

(d) Termination by the Company without Cause or by Executive for Good Reason in Connection with a Change of Control. If a Change of Control (as defined in the Equity Plan) occurs, and within a period of ninety (90) days prior to, or eighteen (18) months following, such Change of Control, Executive's employment is terminated by the Company other than for Cause, Disability or death, or Executive terminates Executive's employment for Good Reason, then, in addition to the Accrued Obligations, Executive shall receive the following, subject to the terms and conditions in Section 4(e):

(i) Severance Payments. Payment in an amount equal to the product of (A) the sum of (x) Executive's then-current Base Salary and (y) an amount equal to one hundred percent (100%) of Executive's Annual Bonus to which Executive is entitled for the year in which Executive's employment terminates, multiplied by (B) two (2), less customary and required taxes and employment-related deductions, payable in a lump sum on the Company's first payroll date following the date on which the Separation Agreement becomes effective and non-revocable.

(ii) Severance Bonus. Payment of a severance bonus in an amount equal to a pro-rata portion of one hundred percent (100%) of the Annual Bonus for which Executive is eligible for the year in which Executive's employment is terminated, less customary and required taxes and employment-related deductions, which will be payable in a lump sum at the time other Company executives receive their corresponding annual discretionary bonuses; provided that, no payment shall be made until the date on which the Separation Agreement becomes effective and non-revocable.

(iii) Time-Based Equity Acceleration. Notwithstanding anything to the contrary in the Equity Plan or any award agreement applicable to any outstanding equity incentive awards held by Executive, all of Executive's time-based equity incentive awards shall immediately accelerate (and options will become fully exercisable and restricted shares and any other equity incentive awards will become non-forfeitable) as of the later of (A) the termination date, and (B) the effective date of the Separation Agreement. Additionally, all outstanding vested stock options held by Executive (determined after applying the preceding sentence) shall remain exercisable until the earlier of (x) the date that is three (3) years following the termination of Executive's employment and (y) the expiration of the applicable option term. Any termination or forfeiture of any unvested portion of such time-based awards that would otherwise occur on the termination date in the absence of this Agreement (and any right of the Company to reacquire all or any part of any restricted shares or other equity awards that have not vested) shall be delayed and shall occur only if the vesting pursuant to this subsection does not occur due to the absence of such Separation Agreement becoming effective. No additional vesting of the time-based awards shall occur during the period between the termination date and the date of accelerated vesting described herein. Except as provided herein, the time-based awards vested pursuant to this Section 4(d) shall remain subject to the terms and conditions of the Equity Plan or applicable award agreements executed by Executive pursuant thereto.

(iv) Performance-Based Equity Acceleration. Notwithstanding anything to the contrary in the Equity Plan or any award agreement applicable to any outstanding equity incentive awards held by Executive, all of Executive's performance-based equity incentive awards shall vest as if the applicable target performance goals were achieved as of the later of (A) the termination date, and (B) the effective date of the Separation Agreement. Additionally, all outstanding vested stock options held by Executive (determined after applying the preceding sentence) shall remain exercisable until the earlier of (x) the date that is three (3) years following the termination of Executive's employment and (y) the expiration of the applicable option term. Any termination or forfeiture of any unvested portion of such performance-based equity incentive awards that would otherwise occur on the termination date in the absence of this Agreement (and any right of the Company to reacquire all or any part of any performance-based equity incentive awards) shall be delayed and shall occur only if the vesting pursuant to this subsection does not occur due to the absence of such Separation Agreement becoming effective. No additional vesting of Executive's performance-based equity incentive awards shall occur during the period between the termination date and the date of accelerated vesting described herein. Performance-based equity incentive awards vested pursuant to this Section 4(d) shall remain subject to the terms and conditions of the Equity Plan or applicable award agreements executed by Executive pursuant thereto.

(v) Benefits Payments. Upon completion of appropriate forms and subject to applicable terms and conditions under COBRA, the Company shall continue to provide Executive medical insurance coverage at no cost to Executive for a period of up to eighteen (18) months. Subject to the Company's obligation under COBRA to provide timely notice, Executive shall bear responsibility for applying for COBRA continuation coverage.

(e) Execution of Separation Agreement. The Company shall not be obligated to pay Executive severance payments or benefits described in this Section 4 unless Executive has executed (without revocation) and timely returned to the Company a mutually agreed upon separation agreement no later than sixty (60) days following Executive's separation from service, which shall include a standard release of claims (the "Separation Agreement"); provided that, the Separation Agreement may include a provision to reasonably cooperate on litigation matters (in exchange for reasonable compensation) and/or a mutual non-disparagement provision.

(f) COBRA. If the payment of any COBRA or health insurance premiums by the Company on behalf of Executive as described herein would otherwise violate any applicable nondiscrimination rules or cause the reimbursement of claims to be taxable under the Patient Protection and Affordable Care Act of 2010, together with the Health Care and Education Reconciliation Act of 2010 (collectively, the "Act") or Section 105(h) of the Internal Revenue Code of 1986, as amended (the "Code"), the COBRA premiums paid by the Company shall be treated as taxable payments (subject to customary and required taxes and employment-related deductions) and be subject to imputed income tax treatment to the extent necessary to eliminate any discriminatory treatment or taxation under the Act or Section 105(h) of the Code. If the Company determines in its reasonable discretion that it cannot provide the COBRA benefits described herein under the Company's health insurance plan without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Company shall, in lieu thereof, provide to Executive a taxable lump-sum payment in an amount equal to the sum of the monthly (or then remaining) COBRA premiums that Executive would be required to pay to maintain Executive's group health insurance coverage in effect on the separation date for the remaining portion of the period for which Executive shall receive the payments described in Sections 4(c) and 4(d).

5. Prohibited Competition and Solicitation; Inventions Assignment. In light of the competitive and proprietary aspects of the business of the Company, and as a condition of employment and/or continued employment hereunder, Executive agrees to execute and abide by the Company's Invention, Non-Disclosure, Non-Solicitation and Non-Competition Agreement in the form attached hereto as ***Exhibit C*** (the "Confidentiality Agreement").

6. Property and Records. Upon the termination of Executive's employment hereunder, or if the Company otherwise requests, Executive shall: (a) return to the Company all tangible business information and copies thereof (regardless how such confidential information or copies are maintained), and

(b) deliver to the Company any Company property that may be in Executive's possession, including, but not limited to, cell phones, smart phones, laptops, products, materials, memoranda, notes, records, reports or other documents or photocopies of the same; provided, however, that the provisions of this Section 6 will not prohibit (i) retention of any documents relating to Executive's compensation, benefits from or ongoing obligations to the Company or any of its affiliates, including this Agreement and any exhibits, appendices or attachments, or (ii) copies of any information reasonably required for tax preparation purposes and copies of any contacts, calendars and personal correspondence.

7. Taxation.

(a) The intent of the parties is that payments and benefits under this Agreement comply with or otherwise be exempt from Section 409A of the Code ("Section 409A") and, accordingly, to the maximum extent permitted, this Agreement will be interpreted to be either exempt from or in compliance therewith, so that it shall not cause adverse tax consequences for Executive with respect to Section 409A, and any successor statute, regulation and guidance thereto. Executive acknowledges and agrees that the Company does not guarantee the tax treatment or tax consequences associated with any payment or benefit arising under this Agreement, including but not limited to consequences related to Section 409A.

(b) If the payments or benefits set forth in Section 4 constitute "non-qualified deferred compensation" subject to Section 409A, then the following conditions apply to such payments or benefits:

(i) Any termination of Executive's employment triggering payment of benefits under Section 4 must constitute a "separation from service" under Section 409A(a)(2)(A)(i) of the Code and Treas. Reg. §1.409A-1(h) before distribution of such benefits can commence. To the extent that the termination of Executive's employment does not constitute a separation of service under Section 409A(a)(2)(A)(i) of the Code and Treas. Reg. §1.409A-1(h) (as the result of further services that are reasonably anticipated to be provided by Executive to the Company at the time Executive's employment terminates), any such payments under Section 4 that constitute deferred compensation under Section 409A shall be delayed until after the date of a subsequent event constituting a separation of service under Section 409A(a)(2)(A)(i) of the Code and Treas. Reg. §1.409A-1(h). For purposes of clarification, this Section 7(b) shall not cause any forfeiture of benefits on Executive's part but shall only act as a delay until such time as a "separation from service" occurs.

(ii) Notwithstanding any other provision with respect to the timing of payments under Section 4, if, at the time of Executive's termination, Executive is deemed to be a "specified employee" of the Company (within the meaning of Section 409A(a)(2)(B)(i) of the Code), then limited only to the extent necessary to comply with the requirements of Section 409A, any payments to which Executive may become entitled under Section 4 that are subject to Section 409A (and not otherwise exempt from its application) shall be withheld until the first (1st) business day of the seventh (7th) month following the termination of Executive's employment, at which time Executive shall be paid an aggregate amount equal to the accumulated, but unpaid, payments otherwise due to Executive under the terms of Section 4.

(c) It is intended that each installment of the payments and benefits provided under Section 4 shall be treated as a separate "payment" for purposes of Section 409A. Neither the Company nor Executive shall have the right to accelerate or defer the delivery of any such payments or benefits except to the extent specifically permitted or required by Section 409A. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall be interpreted and at all times administered in a manner that avoids the inclusion of compensation in income under Section 409A, or the payment of increased taxes, excise taxes or other penalties under Section 409A.

(d) All reimbursements that would be considered nonqualified deferred compensation under Section 409A and provided under this Agreement shall be made or provided in accordance with the requirements of Section 409A including, where applicable, the requirement that (i) any reimbursement is for expenses incurred during Executive's lifetime (or during a shorter period of time specified in this Agreement); (ii) the amount of expenses eligible for reimbursement during a calendar year may not affect the expenses eligible for reimbursement in any other calendar year; (iii) the reimbursement of an eligible expense shall be made no later than the last day of the calendar year following the year in which the expense is incurred; and (iv) the right to reimbursement or in kind benefits is not subject to liquidation or exchange for another benefit.

(e) If any payment or benefit Executive would receive under this Agreement, when combined with any other payment or benefit Executive receives pursuant to a Change of Control (for purposes of this Section 7(e), a "Payment") would: (i) constitute a "parachute payment" within the meaning of Section 280G the Code; and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then such Payment shall be either: (A) the full amount of such Payment; or (B) such lesser amount as would result in no portion of the Payment being subject to the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state and local employments taxes, income taxes and the Excise Tax, results in Executive's receipt, on an after-tax basis, of the greater amount of the Payment notwithstanding that all or some portion of the Payment may be subject to the Excise Tax. With respect to subsection (B), if there is more than one method of reducing the payment as would result in no portion of the Payment being subject to the Excise Tax, then Executive shall determine which method shall be followed; provided that if Executive fails to make such determination within thirty (30) days after the Company has sent Executive written notice of the need for such reduction, the Company may determine the amount of such reduction in its sole and reasonable discretion. The determination as to whether and to what extent payments under this Agreement or otherwise are required to be reduced in accordance with this Section 7(e) shall be made at the Company's expense by an internationally recognized accounting firm that both Executive and the Company agree upon (the "Accountants"). In the event that any payments under this Agreement or otherwise are required to be reduced as described in this Section 7(e), the adjustment will be made first by reducing the cash severance, if any, due to the Executive pursuant to Sections 4(c) or 4(d), and/or 4(f), as applicable; second, if additional reductions are necessary, by reducing the COBRA continuation benefits due to the Executive under Sections 4(c) or 4(d), as applicable; and third, if additional reductions are still necessary, by eliminating the accelerated vesting of time-based awards, starting with those awards for which the amount required to be taken into account under Section 280G of the Code is the greatest. If there has been any underpayment or overpayment under this Agreement or otherwise as determined by the Accountants, the amount of such underpayment or overpayment shall forthwith be paid to the Executive or refunded to the Company, as the case may be, with interest at the applicable federal rate provided for in Section 7872(f)(2) of the Code.

8. Conflicting Agreements. The Company respects that Executive may have obligations to prior employers to safeguard and not use their confidential. The Company respects these obligations and expects Executive to honor them. Executive represents that Executive has disclosed and provided copies to the Company of any relevant employment contracts, restrictive covenants or other restrictions to which Executive is a party. Further, the Company expects that Executive has not taken any documents, electronic information, or any other confidential information from any previous employer, and that Executive has returned (or deleted if so instructed) such information. Executive also acknowledges that Executive shall not use in the performance of Executive's responsibilities for the Company, any proprietary business or technical information, materials or documents of a former employer, or otherwise disclose or use any former employer's confidential information.

9. Representations and Warranties. By signing this agreement, Executive represents that Executive has not been debarred under Subsection (a) or (b) of Section 306 of the United States Federal Food, Drug, and Cosmetic Act (21 U.S.C. 335a); and is not on any FDA clinical investigator enforcement lists (including the (a) Disqualified/Totally Restricted List, (b) Restricted List and (c) Adequate Assurances List).

10. Notices. Notices provided for in this Agreement shall be in writing and shall be deemed to have been duly received (a) when delivered in person, (b) on the first business day after such notice is sent by express overnight courier service, (c) on the second business day following deposit with an internationally-recognized second-day courier service with proof of receipt maintained, or (d) on the first business day after such notice is sent via electronic mail, in each case, to the following address, as applicable:

If to the Company, addressed to:

BioSig Technologies Inc. - 12424 Wilshire Blvd, Suite 745 Los Angeles, CA 90025

If to Executive, addressed to Executive's most recent physical and electronic address on file with the Company.

11. General.

(a) Modifications; Amendments; Waivers; Consents. The terms of this Agreement may be modified or amended only by written agreement executed by the parties hereto. The terms of this Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent shall be deemed to be or shall constitute a waiver or consent with respect to any other terms of this Agreement, whether or not similar. Each such waiver or consent shall be effective only in the specific instance and for the purpose for which it was given and shall not constitute a continuing waiver or consent.

(b) Assignment. The Company may assign its rights and obligations hereunder to any entity that succeeds to all or substantially all of the Company's business or that aspect of the Company's business in which Executive is principally involved so long as (i) such entity assumes, and has the financial wherewithal to perform, all obligations of the Company hereunder and (ii) such assignment does not, without Executive's consent, result in Good Reason. Executive may not assign Executive's rights and obligations under this Agreement without the prior written consent of the Company.

(c) Governing Law; Jurisdiction; Venue; Jury Waiver. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule. Any legal action permitted by this Agreement to enforce an award or for a claimed breach shall be governed by the laws of the State of Delaware and shall be commenced and maintained solely and exclusively in any state or federal court located in Kent County, Delaware, and both parties hereby submit to the jurisdiction and venue of any such court.

(d) Headings and Captions. The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and shall in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

(e) Entire Agreement. This Agreement, together with the exhibits and other agreements specifically referenced herein, embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement.

(f) Attorneys' Fees. Within thirty (30) days following receipt of an invoice, the Company shall reimburse Executive for all reasonable attorneys' fees and expenses incurred by Executive in connection with the negotiation and execution of this Agreement (and all exhibits hereto).

*****

Signature Page Follows

This Agreement may be executed in two or more counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For all purposes an electronic signature shall be treated as an original.

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

ANTHONY AMATO

/s/ Anthony Amato

BIOSIG TECHNOLOGIES INC.

/s/ Lora Mikolaitis
By: Lora Mikolaitis
Its: Secretary

Exhibit A

Stock Option Agreement

Exhibit B

Restricted Stock Agreements

Exhibit C

Invention, Non-Disclosure, Non-Solicitation and Non-Competition Agreement

Exhibit 10.2

BIOSIG TECHNOLOGIES, INC.

FORM OF RESTRICTED STOCK AWARD AGREEMENT

1. Grant of Award. Pursuant to the terms of this Restricted Stock Award Agreement (this "***Agreement***") and in exchange for services rendered to BioSig Technologies, Inc., a Delaware corporation (the "***Company***"), the Company hereby grants to

(the "***Grantee***")

an award of _____ shares of restricted stock (the "***Awarded Shares***"). The "***Date of Grant***" of this award is _____.

2. Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:

a. "***Applicable Laws***" means the requirements relating to the administration of equity-based awards under U.S. state corporate laws, U.S. federal and state securities laws, the Code, any stock exchange or quotation system on which Shares of the Company's common stock are listed or quoted and the applicable laws of any foreign country or jurisdiction where equity awards are, or will be, granted by the Company.

b. "***Board***" means the Board of Directors of the Company.

c. "***Change in Control***" means the occurrence of any of the following events:

i. Change in Ownership of the Company. A change in the ownership of the Company, which occurs on the date that any one person, or more than one person acting as a group ("***Person***"), acquires ownership of the stock of the Company that, together with the stock held by such Person, constitutes more than 50% of the total voting power of the stock of the Company, except that any change in the ownership of the stock of the Company as a result of a private financing of the Company that is approved by the Board will not be considered a Change in Control; or

ii. Change in Effective Control of the Company. If the Company has a class of securities registered pursuant to Section 12 of the Securities Exchange Act of 1934, as amended, a change in the effective control of the Company, which occurs on the date that a majority of the members of the Board is replaced during any twelve (12) month period by directors whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election. For purposes of this clause (ii), if any Person is considered to be in effective control of the Company, the acquisition of additional control of the Company by the same Person will not be considered a Change in Control; or

iii. Change in Ownership of a Substantial Portion of the Company's Assets. A change in the ownership of a substantial portion of the Company's assets, which occurs on the date that any Person acquires (or has acquired during the twelve (12) month period ending on the date of the most recent acquisition by such Person or Persons) assets from the Company that have a total gross fair market value equal to or more than 50% of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions. For purposes of this subsection (iii), gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

For purposes of this Section 2, Persons will be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with the Company.

Notwithstanding the foregoing, a transaction will not be deemed a Change in Control unless the transaction qualifies as a change in control event within the meaning of Code Section 409A, as it has been and may be amended from time to time, and any proposed or final Treasury Regulations and Internal Revenue Service guidance that has been promulgated or may be promulgated thereunder from time to time.

Further and for the avoidance of doubt, a transaction will not constitute a Change in Control if: (A) its sole purpose is to change the jurisdiction of the Company's incorporation, or (B) its sole purpose is to create a holding company that will be owned in substantially the same proportions by the Persons who held the Company's securities immediately before such transaction.

d. "***Code***" means the Internal Revenue Code of 1986, as amended. Any reference to a section of the Code herein will be a reference to any successor or amended section of the Code.

e. "***Committee***" means a committee of the Board or of other individuals satisfying Applicable Laws appointed by the Board, or by the compensation committee of the Board.

f. "***Service Provider***" means an employee, director, or consultant that provides services to the Company.

g. "***Share***" means a share of common stock of the Company, as may be adjusted in accordance with Section 9 of this Agreement.

3. Vesting. Except as specifically provided in this Agreement, the Awarded Shares shall _____ on the Date of Grant.

4. Forfeiture of Awarded Shares. Awarded Shares that are not vested in accordance with Section 3 shall be forfeited on the date the Grantee ceases to be a Service Provider. Upon forfeiture, all of the Grantee'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 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 Grantee 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 the Awarded Shares free of restriction under this Agreement shall be delivered to the Grantee 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 Grantee shall have, with respect to its 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 Grantee, 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.

a. Adjustments. In the event that any dividend or other distribution (whether in the form of cash, Shares, other securities, or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase, or exchange of Shares or other securities of the Company, or other change in the corporate structure of the Company affecting the Shares occurs, the Company, in order to prevent diminution or enlargement of the benefits or potential benefits intended to be made available under this Agreement, will adjust the number and class of shares of stock that may be delivered under this Agreement and/or the number, class, and price of shares of stock covered by this Agreement; provided, however, that the Company will make such adjustments required by Section 25102(o) of the California Corporations Code to the extent the Company is relying upon the exemption afforded thereby with respect to the award.

b. Merger or Change in Control. In the event of a merger of the Company with or into another corporation or other entity or a Change in Control, the Awarded Shares granted under this Agreement will be treated as the Company determines (subject to the provisions of the following paragraph) without the Grantee's consent, including, without limitation (i) that the Awarded Shares will be assumed, or a substantially equivalent award will be substituted, by the acquiring or succeeding corporation (or an affiliate thereof) with appropriate adjustments as to the number and kind of shares and prices; (ii) upon written notice to the Grantee, that the Awarded Shares will terminate upon or immediately prior to the consummation of such merger or Change in Control; (iii) that the Awarded Shares will vest and the restrictions applicable to the Awarded Shares will lapse, in whole or in part, prior to or upon consummation of such merger or Change in Control, and, to the extent the Company determines, terminate upon or immediately prior to the effectiveness of such merger or Change in Control; (iv) (A) the termination of this Agreement in exchange for an amount of cash and/or property, if any, equal to the amount that would have been attained upon the realization of the Grantee's rights as of the date of the occurrence of the transaction (and, for the avoidance of doubt, if as of the date of the occurrence of the transaction the Company determines in good faith that no amount would have been attained upon the realization of the Grantee's rights, then this Agreement may be terminated by the Company without payment), or (B) the replacement of the Awarded Shares with other rights or property selected by the Company in its sole discretion; or (v) any combination of the foregoing.

In the event that the successor corporation does not assume or substitute for the Awarded Shares (or portion thereof), the Grantee will fully vest in and all restrictions on the Awarded Shares will lapse.

For purposes of this subsection 9(b), the Awarded Shares will be considered assumed if, following the merger or Change in Control, they confer the right to purchase or receive, for each Share subject to this Agreement immediately prior to the merger or Change in Control, the consideration (whether stock, cash, or other securities or property) received in the merger or Change in Control by holders of the Company's common stock for each Share held on the effective date of the transaction (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding Shares).

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. Grantee's Representations. Notwithstanding any of the provisions hereof, the Grantee hereby agrees that it will not acquire any Awarded Shares, and that the Company will not be obligated to issue any Awarded Shares to the Grantee hereunder, if the issuance of such shares shall constitute a violation by the Grantee 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 Grantee are subject to all Applicable Laws, rules, and regulations.

12. Investment Representation. Notwithstanding anything herein to the contrary, the Grantee hereby represents and warrants to the Company, that:

a. The Grantee acknowledges that the Awarded Shares have not been registered under the Securities Act of 1933, as amended (the "***Securities Act***"), and that the Company's reliance on an exemption from the Securities Act depends, in part, upon the truth and accuracy of the Grantee's representations set forth herein.

b. The Grantee is acquiring the Awarded Shares for its own account, for investment purposes only, and not with a view to the distribution, resale, or other disposition not in compliance with the Securities Act and applicable state securities laws.

c. The Grantee is an "accredited investor" as such term is defined in Rule 501 promulgated under the Securities Act.

d. The decision of the Grantee to acquire the Awarded Shares for investment has been based solely upon the evaluation made by the Grantee.

e. The Grantee recognizes and understands that the Awarded Shares may not be sold, transferred, or otherwise disposed of without registration under the Securities Act or an exemption therefrom, and that in the absence of an effective registration statement or an available exemption, it must hold such Awarded Shares indefinitely. The Grantee further acknowledges that Rule 144 promulgated under the Securities Act may not be applicable to the Awarded Shares and understands that the Company will not be obligated to make the filings and reports, or make publicly available the information, which is a condition to the availability of Rule 144. The Grantee further recognizes that the Company is under no obligation to register the Awarded Shares or to comply with any exemption from such registration. The Grantee understands that the certificates representing the Awarded Shares may carry one or more legends incorporating such restrictions.

(f) The Grantee acknowledges that it is a sophisticated investor, having such knowledge and experience in financial and business matters as to be capable of making an informed investment decision with respect to the acquisition of the Awarded Shares and that it has the financial wherewithal to absorb the loss of any investment in the Awarded Shares.

(g) The Grantee acknowledges receipt of all information it considers necessary or appropriate for deciding and evaluating the merits and risks of its acquiring and holding the Awarded Shares. The Grantee acknowledge that it has had an opportunity to ask questions and to receive answers from the Company regarding the Awarded Shares and the business properties, prospects, and financial condition of the Company and to obtain additional information necessary to verify the accuracy of any information furnished to it or to which it had access.

(h) The Grantee acknowledges that applicable securities laws provide restrictions on the ability of stockholders to sell, transfer, assign, mortgage, hypothecate, or otherwise encumber their Awarded Shares and places certain other restrictions on the Grantee.

13. Grantee's Acknowledgments. The Grantee hereby acknowledges and 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 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 Grantee 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 Grantee 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 Grantee 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 supersedes 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, and that any agreement, statement or promise that is not contained in this Agreement 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.

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 Grantee, 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
info@biosigtech.com

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

24. Tax Requirements. **The Grantee is hereby advised to consult immediately with its own tax advisor regarding the tax consequences of this Agreement.** 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 to the Grantee in cash or other form any federal, state, local, or other taxes required by law to be withheld in connection with the Awarded Shares. The Company, in its sole discretion, may permit the Grantee receiving Shares issued under this Agreement to pay the Company the amount of any taxes that the Company is required to withhold in connection with the Grantee's income arising with respect to the Awarded Shares 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 Grantee 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 Grantee.

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Signature Page Follows]

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

THE COMPANY:

BIOSIG TECHNOLOGIES, INC.

By: _____
Name: _____
Title: _____

THE GRANTEE:

By: _____
Name: _____
Title: _____
Address: _____

_____

SSN: _____

Exhibit 10.3

BIOSIG TECHNOLOGIES, INC.

FORM OF STOCK OPTION AGREEMENT

I. NOTICE OF STOCK OPTION GRANT

Name:

The undersigned Optionee has been granted this Option (defined below) to purchase common stock ("Common Stock") of BioSig Technologies, a Delaware corporation, or any successor thereto (the "Company"), subject to the terms and conditions of this BioSig Technologies, Inc. Stock Option Agreement (this "Option Agreement"), as follows:

Date of Grant:

Exercise Price per Share of Common Stock: _____

Total Number of Shares of Common Stock Granted: _____

Total Exercise Price: _____

Term/Expiration Date: _____

Vesting Schedule:

This Option shall be exercisable, in whole or in part, according to the following vesting schedule: 50% of the Options vesting on the Date of Grant and the remaining 50% of the Options vesting over a term of three years in equal bi-annual installments with vesting commencing on the Date of Grant subject to continued service.

Termination Period:

This Option shall be exercisable for three (3) months after Optionee ceases to be a Service Provider, unless such termination is due to Optionee's death or Disability (defined below), in which case this Option shall be exercisable for twelve (12) months after Optionee ceases to be a Service Provider. Notwithstanding the foregoing sentence, in no event may this Option be exercised after the Term/Expiration Date as provided above and this Option may be subject to earlier termination as provided in Section III.11. of this Option Agreement.

II. DEFINITIONS

As used herein, the following definitions will apply:

1. "Applicable Laws" means the requirements relating to the administration of equity-based awards under U.S. state corporate laws, U.S. federal and state securities laws, the Code, any stock exchange or quotation system on which the Common Stock is listed or quoted, and the applicable laws of any foreign country or jurisdiction where this Option is, or will be, granted.

2. “Board” means the Board of Directors of the Company.

3. “Change in Control” means the occurrence of any of the following events:

(a) Change in Ownership of the Company. A change in the ownership of the Company which occurs on the date that any one person, or more than one person acting as a group (“Person”), acquires ownership of the stock of the Company that, together with the stock held by such Person, constitutes more than 50% of the total voting power of the stock of the Company, except that any change in the ownership of the stock of the Company as a result of a private financing of the Company that is approved by the Board will not be considered a Change in Control; or

(b) Change in Effective Control of the Company. If the Company has a class of securities registered pursuant to Section 12 of the Securities Exchange Act of 1934, as amended, a change in the effective control of the Company which occurs on the date that a majority of members of the Board is replaced during any twelve (12) month period by Directors whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election. For purposes of this subsection(b), if any Person is considered to be in effective control of the Company, the acquisition of additional control of the Company by the same Person will not be considered a Change in Control; or

(c) Change in Ownership of a Substantial Portion of the Company’s Assets. A change in the ownership of a substantial portion of the Company’s assets which occurs on the date that any Person acquires (or has acquired during the twelve (12) month period ending on the date of the most recent acquisition by such Person) assets from the Company that have a total gross fair market value equal to or more than 50% of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions. For purposes of this subsection (c), gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

For purposes of this definition of Change in Control, persons will be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with the Company.

Notwithstanding the foregoing, a transaction will not be deemed a Change in Control unless the transaction qualifies as a change in control event within the meaning of Code Section 409A, as it has been and may be amended from time to time, and any proposed or final Treasury Regulations and Internal Revenue Service guidance that has been promulgated or may be promulgated thereunder from time to time.

Further and for the avoidance of doubt, a transaction will not constitute a Change in Control if: (i) its sole purpose is to change the jurisdiction of the Company’s incorporation, or (ii) its sole purpose is to create a holding company that will be owned in substantially the same proportions by the persons who held the Company’s securities immediately before such transaction

4. “Code” means the Internal Revenue Code of 1986, as amended. Any reference to a section of the Code herein will be a reference to any successor or amended section of the Code.

5. “Consultant” means any person, including an advisor, engaged by the Company or a parent or subsidiary of the Company to render services to such entity.

6. “Director” means a member of the Board.

7. “Disability” means total and permanent disability as defined in Code Section 22(e)(3), provided that the Company in its discretion may determine whether a permanent and total disability exists in accordance with uniform and non-discriminatory standards adopted by the Company from time to time.

8. “Employee” means any person, including officers and Directors, employed by the Company or any parent or subsidiary of the Company. Neither service as a Director nor payment of a director’s fee by the Company will be sufficient to constitute “employment” by the Company

9. “Fair Market Value” means, as of any date, the value of Common Stock determined as follows:

(a) If the Common Stock is listed on any established stock exchange or a national market system, including, without limitation, the Nasdaq Global Select Market, the Nasdaq Global Market, or the Nasdaq Capital Market of The Nasdaq Stock Market, its Fair Market Value will be the arithmetic mean of the sales prices for such stock (or the closing bids, if no sales were reported) for the ten (10) trading days immediately preceding the day of determination, as quoted on such exchange or system for each such trading day, as reported in *The Wall Street Journal* or such other source as the Administrator deems reliable;

(b) If the Common Stock is regularly quoted by a recognized securities dealer but selling prices are not reported, the Fair Market Value of a share of Common Stock will be the mean between the high bid and low asked prices for the Common Stock on the day of determination (or, if no bids and asks were reported on that date, as applicable, on the last trading date such bids and asks were reported), as reported in The Wall Street Journal or such other source as the Company deems reliable; or

(c) In the absence of an established market for the Common Stock, the Fair Market Value will be determined in good faith by the Company.

10. “Service Provider” means an Employee, Director, or Consultant.

III. AGREEMENT

1. Grant of Option. The Company hereby grants to the Optionee named in the Notice of Stock Option Grant in Part I of this Option Agreement ("Optionee"), an option (this "Option") to purchase the number of shares of Common Stock set forth in the Notice of Stock Option Grant in Part I of this Option Agreement, at the Exercise Price per Share of Common Stock set forth in the Notice of Stock Option Grant in Part I of this Option Agreement (the "Exercise Price"). This Option is a "nonstatutory stock option" that shall not be treated as an "incentive stock option as defined in Code Section 422 and the regulations promulgated thereunder.

2. Exercise of Option.

(a) Right to Exercise. This Option shall be exercisable during its term in accordance with the Vesting Schedule set out in the Notice of Stock Option Grant in Part I of this Option Agreement and with the applicable provisions of this Option Agreement.

(b) Method of Exercise. This Option shall be exercisable by delivery of an exercise notice in the form attached hereto as Exhibit A (the "Exercise Notice") or in a manner and pursuant to such procedures as the Company may determine, which shall state the election to exercise the Option, the number of shares of Common Stock with respect to which this Option is being exercised (the "Exercised Shares"), and such other representations and agreements as may be required by the Company. The Exercise Notice shall be accompanied by payment of the aggregate Exercise Price as to all Exercised Shares, together with any applicable tax withholding. This Option shall be deemed to be exercised upon receipt by the Company of such fully executed Exercise Notice accompanied by the aggregate Exercise Price, together with any applicable tax withholding.

No shares of Common Stock shall be issued pursuant to the exercise of this Option unless such issuance and such exercise comply with Applicable Laws. Assuming such compliance, for income tax purposes the shares of Common Stock shall be considered transferred to Optionee on the date on which this Option is exercised with respect to such shares of Common Stock.

3. Optionee's Representations. Notwithstanding anything herein to the contrary, Optionee hereby represents and warrants to the Company, that:

(a) The Common Stock that will be received upon exercise of the Stock Option are acquired for investment purposes only for Optionee's own account and not with a view to or in connection with any distribution, re-offer, resale, or other disposition not in compliance with the Securities Act of 1933 (the "Securities Act") and applicable state securities laws;

(b) Optionee, alone or together with Optionee's representatives, possesses such expertise, knowledge, and sophistication in financial and business matters generally, and in the type of transactions in which the Company proposes to engage in particular, that Optionee is capable of evaluating the merits and economic risks of acquiring Common Stock upon the exercise of the Stock Option and holding such Common Stock;

(c) Optionee has had access to all of the information with respect to the Common Stock underlying the Stock Option that Optionee deems necessary to make a complete evaluation thereof, and has had the opportunity to question the Company concerning the Stock Option;

(d) The decision of Optionee to acquire the Common Stock upon exercise of the Stock Option for investment has been based solely upon the evaluation made by Optionee;

(e) Optionee understand that the Common Stock underlying the Stock Option constitutes "restricted securities" under the Securities Act and has not been registered under the Securities Act in reliance upon a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of Optionee's investment intent as expressed herein. Optionee further understands that the Common Stock underlying the Stock Option must be held indefinitely unless it is subsequently registered under the Securities Act or an exemption from such registration is available;

(f) Optionee acknowledges and understands that the Company is under no obligation to register the Common Stock underlying the Stock Option and that the certificates evidencing such Common Stock will be imprinted with a legend which prohibits the transfer of such Common Stock unless it is registered or such registration is not required in the opinion of counsel satisfactory to the Company and any other legend required under applicable state securities laws; and

(g) Optionee is an "accredited investor," as such term is defined in Section 501 of Regulation D promulgated under the Securities Act.

4. Method of Payment. Payment of the aggregate Exercise Price shall be by any of the following, or a combination thereof, at the election of Optionee:

(a) cash;

(b) check;

(c) consideration received by the Company under a formal cashless exercise program adopted by the Company; or

(d) surrender of other shares of Common Stock which (i) shall be valued at its Fair Market Value on the date of exercise, and (ii) must be owned free and clear of any liens, claims, encumbrances, or security interests, if accepting such shares of Common Stock, in the sole discretion of the Company, shall not result in any adverse accounting consequences to the Company.

5. Restrictions on Exercise. This Option may not be exercised if the issuance of such shares of Common Stock upon such exercise or the method of payment of consideration for such shares would constitute a violation of any Applicable Laws.

6. Non-Transferability of Option. This Option may not be transferred in any manner otherwise than by will or by the laws of descent or distribution and may be exercised during the lifetime of Optionee only by Optionee. The terms of this Option Agreement shall be binding upon the executors, administrators, heirs, successors, and assigns of Optionee.

7. Term of Option. This Option may be exercised only within the term set out in the Notice of Stock Option Grant in Part I of this Option Agreement, and may be exercised during such term only in accordance with the terms of this Option Agreement.

8. Tax Obligations.

(a) Tax Withholding. Optionee agrees to make appropriate arrangements with the Company (or the parent or subsidiary of the Company employing or retaining Optionee) for the satisfaction of all federal, state, local, and foreign income and employment tax withholding requirements applicable to the option exercise. Optionee acknowledges and agrees that the Company may refuse to honor the exercise and refuse to deliver the shares of Common Stock if such withholding amounts are not delivered at the time of exercise.

(b) Code Section 409A. Under Code Section 409A, a stock option that vests after December 31, 2004 (or that vested on or prior to such date but which was materially modified after October 3, 2004) that was granted with a per share exercise price that is determined by the Internal Revenue Service (the "IRS") to be less than the Fair Market Value of a share of Common Stock on the date of grant (a "discount option") may be considered "deferred compensation." A stock option that is a "discount option" may result in (i) income recognition by Optionee prior to the exercise of the stock option, (ii) an additional twenty percent (20%) federal income tax, and (iii) potential penalty and interest charges. The "discount option" may also result in additional state income, penalty, and interest tax to Optionee. Optionee acknowledges that the Company cannot and has not guaranteed that the IRS will agree that the per share exercise price of this Option equals or exceeds the Fair Market Value of a share of Common Stock on the date of grant in a later examination. Optionee agrees that if the IRS determines that this Option was granted with a per share exercise price that was less than the Fair Market Value of a share of Common Stock on the date of grant, Optionee shall be solely responsible for Optionee's costs related to such a determination.

9. Entire Agreement; Governing Law. This Option Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes in its entirety all prior undertakings and agreements of the Company and Optionee with respect to the subject matter hereof, and may not be modified adversely to Optionee's interest except by means of a writing signed by the Company and Optionee. This Option Agreement is governed by the internal substantive laws, but not the choice of law rules, of Delaware.

10. No Guarantee of Continued Service. OPTIONEE ACKNOWLEDGES AND AGREES THAT THE VESTING OF SHARES OF COMMON STOCK PURSUANT TO THE VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUING AS A SERVICE PROVIDER AT THE WILL OF THE COMPANY (OR THE PARENT OR SUBSIDIARY OF THE COMPANY EMPLOYING OR RETAINING OPTIONEE) AND NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS OPTION, OR ACQUIRING SHARES OF COMMON STOCK HEREUNDER. OPTIONEE FURTHER ACKNOWLEDGES AND AGREES THAT THIS OPTION AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER, AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE IN ANY WAY WITH OPTIONEE'S RIGHT OR THE RIGHT OF THE COMPANY (OR THE PARENT OR SUBSIDIARY OF THE COMPANY EMPLOYING OR RETAINING OPTIONEE) TO TERMINATE OPTIONEE'S RELATIONSHIP AS A SERVICE PROVIDER AT ANY TIME, WITH OR WITHOUT CAUSE.

11. Adjustments; Dissolution or Liquidation; Merger or Change in Control.

(a) Adjustments. In the event that any dividend or other distribution (whether in the form of cash, shares of Commons Stock, other securities, or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase, or exchange of shares of Common Stock or other securities of the Company, or other change in the corporate structure of the Company affecting Common Stock occurs, the Company, in order to prevent diminution or enlargement of the benefits or potential benefits intended to be made available hereunder, will adjust the number and class of shares of stock that may be delivered hereunder and/or the number, class, and price of shares of stock covered by the Option; provided, however, that the Company will make such adjustments to this Option required by Section 25102(o) of the California Corporations Code to the extent the Company is relying upon the exemption afforded thereby with respect to the Option.

(b) Dissolution or Liquidation. In the event of the proposed dissolution or liquidation of the Company, the Company will notify Optionee as soon as practicable prior to the effective date of such proposed transaction. To the extent it has not been previously exercised, this Option will terminate immediately prior to the consummation of such proposed action.

(c) Merger or Change in Control. In the event of a merger of the Company with or into another corporation or other entity, or a Change in Control, this Option will be treated as the Company determines (subject to the provisions of the following paragraph) without Optionee's consent, including, without limitation, that (i) this Option will be assumed, or a substantially equivalent stock option will be substituted, by the acquiring or succeeding corporation (or an affiliate thereof) with appropriate adjustments as to the number and kind of shares and prices; (ii) upon written notice to Optionee, that this Option will terminate upon or immediately prior to the consummation of such merger or Change in Control; (iii) to the extent then outstanding, the Option will vest and become exercisable, realizable, or payable, or restrictions applicable to this Option will lapse, in whole or in part, prior to or upon consummation of such merger or Change in Control, and, to the extent the Company determines, terminate upon or immediately prior to the effectiveness of such merger or Change in Control; (iv) (A) the termination of this Option in exchange for an amount of cash and/or property, if any, equal to the amount that would have been attained upon the exercise of the Option or realization of Optionee's rights as of the date of the occurrence of the transaction (and, for the avoidance of doubt, if as of the date of the occurrence of the transaction the Company determines in good faith that no amount would have been attained upon the exercise of the Option or realization of Optionee's rights, then the Option may be terminated by the Company without payment), or (B) the replacement of the Option with other rights or property selected by the Company in its sole discretion; or (v) any combination of the foregoing. In taking any of the actions permitted under this subsection (c), the Company will not be obligated to treat all stock options or other awards held by Optionee, or all awards of the same type, similarly.

In the event that the successor corporation does not assume or substitute for this Option (or portion thereof), Optionee will fully vest in and have the right to exercise the Option, to the extent then outstanding, including shares of Common Stock as to which the Option would not otherwise be vested or exercisable, and, with respect to Options with performance-based vesting, all performance goals or other vesting criteria will be deemed achieved at one hundred percent (100%) of target levels and all other terms and conditions met. In addition, if the Option is not assumed or substituted in the event of a merger or Change in Control, the Company will notify Optionee in writing or electronically that this Option will be exercisable for a period of time determined by the Company in its sole discretion, and this Option will terminate upon the expiration of such period.

For the purposes of this subsection (c), this Option will be considered assumed if, following the merger or Change in Control, this Option confers the right to purchase or receive, for each share of Common Stock subject to this Option immediately prior to the merger or Change in Control, the consideration (whether stock, cash, or other securities or property) received in the merger or Change in Control by holders of Common Stock for each share of Common Stock held on the effective date of the transaction (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding shares of Common Stock); provided, however, that if such consideration received in the merger or Change in Control is not solely common stock of the successor corporation or its parent, the Company may, with the consent of the successor corporation, provide for the consideration to be received upon the exercise of the Option for each share of Common Stock subject to the Option, to be solely common stock of the successor corporation or its parent equal in Fair Market Value to the per share consideration received by holders of Common Stock in the merger or Change in Control.

Notwithstanding anything in this subsection (c) to the contrary, a stock option that vests upon the satisfaction of one or more performance goals will not be considered assumed if the Company or its successor modifies any of such performance goals without Optionee's consent; provided, however, a modification to such performance goals only to reflect the successor corporation's post-Change in Control corporate structure will not be deemed to invalidate an otherwise valid stock option assumption.

Notwithstanding anything in this subsection (c) to the contrary, if a payment under this Option Agreement is subject to Code Section 409A and if the change in control definition contained herein does not comply with the definition of "change of control" for purposes of a distribution under Code Section 409A, then any payment of an amount that is otherwise accelerated under this Section will be delayed until the earliest time that such payment would be permissible under Code Section 409A without triggering any penalties applicable under Code Section 409A.

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Signature Page Follows]

Optionee has reviewed this Option Agreement in its entirety, has had an opportunity to obtain the advice of counsel prior to executing this Option Agreement, and fully understands all provisions of this Option Agreement. Optionee hereby agrees to accept as binding, conclusive, and final all decisions or interpretations of the Company upon any questions arising under this Option Agreement. Optionee further agrees to notify the Company upon any change in the residence address indicated below.

OPTIONEE	BIOSIG TECHNOLOGIES, INC.
Signature	By
Print Name	Print Name
	Title
Address	

EXHIBIT A
EXERCISE NOTICE

BioSig Technologies, Inc.
bsgmstock@biosigtech.com

1. Exercise of Option. Effective as of today,_____,_____, the undersigned ("Optionee") hereby elects to exercise Optionee's option (the "Option") to purchase _____ shares of the common stock (the "Shares") of BioSig Technologies, Inc. (the "Company") at $_____ per share under and pursuant to the Stock Option Agreement dated_____,_____ (the "Option Agreement") for a total of $_____. [amount of Option Shares from this foregoing Option to remain after this exercise**:** _____]

2. Delivery of Payment. Optionee herewith delivers to the Company the full purchase price of the Shares, as set forth in the Option Agreement, and any and all withholding taxes due in connection with the exercise of the Option.

3. Representations of Optionee. Optionee acknowledges that Optionee has received, read, and understood the Option Agreement and agrees to abide by and be bound by its terms and conditions.

4. Rights as Stockholder. Until the issuance of the Shares (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a stockholder shall exist with respect to the Shares subject to the Option, notwithstanding the exercise of the Option. The Shares shall be issued to Optionee as soon as practicable after the Option is exercised in accordance with the Option Agreement. No adjustment shall be made for a dividend or other right for which the record date is prior to the date of issuance except as provided in Section III.11. of the Option Agreement.

5. Tax Consultation. Optionee understands that Optionee may suffer adverse tax consequences as a result of Optionee's purchase or disposition of the Shares. Optionee represents that Optionee has consulted with any tax consultants Optionee deems advisable in connection with the purchase or disposition of the Shares and that Optionee is not relying on the Company for any tax advice.

6. Successors and Assigns. The Company may assign any of its rights under this Exercise Notice to single or multiple assignees, and this Exercise Notice shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth, this Exercise Notice shall be binding upon Optionee and his or her heirs, executors, administrators, successors, and assigns.

7. Interpretation. Any dispute regarding the interpretation of this Exercise Notice shall be submitted by Optionee to the Company, which shall review such dispute at the next regular meeting of its Board of Directors. The resolution of such a dispute by the Company shall be final and binding on all parties.

8. Governing Law; Severability. This Exercise Notice is governed by the internal substantive laws, but not the choice of law rules, of Delaware. In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Exercise Notice shall continue in full force and effect.

9. Entire Agreement. This Exercise Notice and the Option Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Optionee with respect to the subject matter hereof, and may not be modified adversely to Optionee's interest except by means of a writing signed by the Company and Optionee.

Submitted by: OPTIONEE	Accepted by: BIOSIG TECHNOLOGIES, INC.
_____	_____
Signature	By
_____	_____
Print Name	Print Name
_____	_____
Address	Title
_____	
_____	

SSN: _____

Please choose:
[ ] Certificate via FedEx signature required
Or
[ ] Book Entry shares held at transfer agent, STC