

**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**FORM 8-K**

**CURRENT REPORT**

**PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

**Date of Report (Date of earliest event reported): May 27, 2025**

**BioSig Technologies, Inc.**  
(Exact name of Registrant as Specified in its Charter)

**Delaware**  
(State or other Jurisdiction  
of Incorporation)

**001-38659**  
(Commission  
File Number)

**26-433375**  
(IRS Employer  
Identification No.)

**12424 Wilshire Blvd, Suite 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:

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

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

Emerging growth company ☐

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

**Item 1.01 Entry into a Material Definitive Agreement.**

*Finders Agreements*

As previously disclosed, on May 23, 2025, BioSig Technologies, Inc., a Delaware corporation (the "Company"), entered into a share purchase agreement (the "Share Purchase Agreement") with Streamex Exchange Corporation, a company organized under the laws of the Province of British Columbia ("Streamex"), BST Sub ULC, an unlimited liability company organized under the laws of the Province of British Columbia and a wholly-owned subsidiary of the Company ("ExchangeCo"), 1540875 B.C. Ltd., a company organized under the laws of the Province of British Columbia and a wholly-owned subsidiary of the Company ("Calco"), each shareholder of Streamex (each, a "Shareholder" and, collectively, the "Shareholders"), and 1540873 B.C. Ltd., a company organized under the laws of the Province of British Columbia, as trustee (the "Trustee") of the trust formed pursuant to the exchange rights agreement to be entered into between the Company, ExchangeCo, CalCo, and the Trustee (the "Exchange Rights Agreement").

In connection with the transactions contemplated by the Exchange Rights Agreement, on May 27, 2025, the Company and Streamex entered into agreements (the "Finder Agreements") with each of three different finders (each, a "Finder"). Pursuant to the Finder Agreements, as compensation for the Finders' introductions of Streamex to

Company management, the Company agreed to issue to the Finders shares of its common stock no later than two business days following shareholder approval of certain matters set out in the Share Purchase Agreement (the “Parent Stockholder Matters”), representing an aggregate of 3.75% of its outstanding shares immediately prior to the closing of the transactions contemplated by the Share Purchase Agreement (the “Closing”). The Finder Agreements expressly disclaim any participation by a Finder in the negotiation, structuring, advisory, or securities-related services in connection with the Share Purchase Agreement.

The foregoing description of the Finders Agreements does not purport to be complete and is qualified in its entirety by reference to the full text of the form of Finders Agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

#### *First Amendment to Share Purchase Agreement*

Also on May 27, 2025, the Company entered into the First Amendment to the Share Purchase Agreement (the “Amendment”) with Streamex, BST Sub ULC, ExchangeCo and CallCo. The Amendment revised the Share Purchase Agreement to clarify that ExchangeCo shall issue 2.046862 of its exchangeable shares (the “Exchangeable Shares”) to the Shareholders for each share of Streamex previously held, rather than 2.05 as originally set out in the Purchase Agreement, in order to achieve a precise aggregate issuance of 109,070,056.6977 Exchangeable Shares.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment, which is filed as Exhibit 10.2 to this Current Report on Form 8-K and is incorporated herein by reference.

#### **Item 2.01 Completion of Acquisition or Disposition of Assets.**

The information set forth under Item 1.01 of this Current Report on Form 8-K relating to the Amendment and the information set forth under Item 1.01 of the Current Report on Form 8-K filed on May 27, 2025 is each incorporated herein by reference. On May 28, 2025, the Company consummated (the “Closing”) the transactions contemplated by the Share Purchase Agreement.

#### **Item 3.02 Unregistered Sales of Equity Securities.**

The information set forth under Item 1.01 of this Current Report on Form 8-K regarding the issuance of the Company’s common stock pursuant to the Finder Agreements and under Item 2.01 regarding the issuance of common stock and Special Voting Preferred Stock pursuant to the Share Purchase Agreement, is incorporated herein by reference. These securities were issued in reliance on exemptions from registration under the Securities Act of 1933, as amended, pursuant to Section 4(a)(2) and/or Rule 506(b) of Regulation D.

#### **Item 3.03 Material Modification to Rights of Security Holders.**

The information contained in Item 5.03 of this Current Report on Form 8-K related to the Special Voting Certificate of Designation is incorporated by reference into this Item 3.03.

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

The information set forth under Item 2.01 of this Current Report on Form 8-K is incorporated herein by reference. In accordance with the transactions contemplated by the Share Purchase Agreement, on May 28, 2025, effective as of Closing, Anthony Amato, the Company’s Chief Executive Officer, President and Chairman of the Board of Directors of the Company (the “Board”), resigned as Chief Executive Officer, President and Chairman of the Board, and Henry McPhie, co-founder and Chief Executive Officer of Streamex, was appointed the Company’s new Chief Executive Officer. In addition, Morgan Lekstrom, co-founder and Chairman of Streamex, was appointed as the Chairman of the Board. In addition, Frederick D. Hrkac resigned from the Board and Mr. McPhie and Mr. Lekstrom were appointed as new directors of the Board. The Board is now comprised of six directors, four designated by the Company, who are Mr. Amato, Chris Baer, Donald F. Browne, Steven E. Abelman and two designated by Streamex, who are Mr. McPhie and Mr. Lekstrom.

The biographies of Mr. McPhie and Mr. Lekstrom are set forth below.

#### *Henry McPhie, Chief Executive Officer and Director*

Mr. McPhie has served as Chief Executive Officer of Streamex since September, 2023, bringing a depth of experience at the intersection of blockchain technology and financial innovation. From 2021 to 2023, Mr. McPhie served as Founder and Chief Executive Officer of Lynx Web3 Solutions, a blockchain incubation and software development firm providing infrastructure and strategic guidance for early-stage decentralized projects. Lynx Web3 Solutions is an independent company. Prior to that, in 2020, he founded FatCats Capital, a Solana-based NFT platform that grew to become the third-largest NFT project globally at the time of its launch. Except for the affiliation between the Company and Streamex as described herein, there is no affiliation between the Company and the organizations at which Mr. McPhie was previously employed.

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Mr. McPhie holds a degree in Mining Engineering from McGill University and began his career applying engineering principles to complex technological solutions. His entrepreneurial background and engineering foundation uniquely position him to lead the Company’s strategic expansion into decentralized technologies. His deep technical acumen, combined with demonstrated success in product innovation and community engagement, were key factors in the determination that he should serve as a director. Mr. McPhie’s experience aligns with the Company’s strategic focus on leveraging advanced technology to transform healthcare and other sectors.

#### *Morgan Lekstrom, Chairman of the Board*

Mr. Lekstrom has served as Chairman of Streamex’s Board of Directors since September 2023, following his role as Co-Founder and Chairman of Streamex, a blockchain infrastructure company that merged with the Company. Since March 2025, he has served as Chief Executive Officer of Premium Resources Ltd. (TSXV: PREM) (OTC Pink: PRMLF), a Canadian-based mineral exploration and development company. During the formation and build up, Mr. Lekstrom served as President and CEO of NexGold Mining Corp., where he spearheaded the development of two near-term gold mining projects in Canada. NexGold Mining Corp including its predecessor BlackWolf Copper and gold from 2022-2024. Except for the affiliation between the Company and Streamex as described herein, there is no affiliation between the Company and the organizations at which Mr. Lekstrom was previously employed.

Mr. Lekstrom’s nearly 20-year career in the global commodities sector includes senior technical and leadership roles at Freeport McMoRan (Grasberg, Indonesia, 2010–2011), Rio Tinto (Oyu Tolgoi, Mongolia, 2012–2013), and Golden Star Resources (Ghana, 2015–2017), all independent entities unaffiliated with the Company. He also served as Engineering Manager at Sabina Gold & Silver Corp. from 2017 to 2018, leading execution of the Back River Marine Laydown Project in Northern Canada.

Mr. Lekstrom’s extensive experience in operational leadership, resource development, and engineering strategy, combined with his passion for integrating traditional industries with emerging digital technologies, underpin the Board’s conclusion that he is well-qualified to serve as Chairman. Mr. Lekstrom’s background supports the Company’s long-term strategy of bridging legacy systems with transformative technologies.

In connection with the Share Purchase Agreement, Mr. McPhie and Mr. Lekstrom, as shareholders of Streamex, received 21,014,450.5490 and 20,707,421.2490 Exchangeable Shares, respectively. The Exchangeable Shares issued to Mr. McPhie and Mr. Lekstrom were issued on the same terms and conditions as those issued to the other Streamex shareholders. There is no family relationship between Mr. McPhie, Mr. Lekstrom and any director or executive officer of the Company.

Mr. Amato will continue to serve as a member of the Board. On May 28, 2025, the Company and Mr. Amato entered into (i) the First Amendment to the Executive Employment Agreement (the “First Amendment”) and (ii) a letter agreement (the “Right to Place”). Pursuant to the First Amendment, Mr. Amato is entitled to severance pay of \$400,000, less applicable deductions, payable in equal installments over eight months and full acceleration of all outstanding equity awards, fully vested and exercisable, with an extended post-resignation exercise period for his stock options. Pursuant to the Right to Place, Mr. Amato has agreed not to sell his securities of the Company for a period of 12 months without first offering them to the Company. The Right to Place also provides the Company with a limited right to purchase such shares prior to any third-party sale. Mr. Amato’s resignation did not result from any disagreement with the Company on any matter relating to its operations, policies, or practices. The forms of First Amendment and Right to Place were previously filed as Exhibits 10.4 and 10.5, respectively, to our Current Report on Form 8-K filed on May 27, 2025, and are incorporated herein by reference.

#### **Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.**

The information set forth under Item 2.01 of this Current Report on Form 8-K is incorporated herein by reference. As previously disclosed under Item 5.03 of the Current Report on Form 8-K filed by the Company on May 27, 2025, in connection with the transactions contemplated by the Share Purchase Agreement and the Exchange Rights Agreement, the Company has agreed to file the Special Voting Certificate of Designation with the Secretary of State of the State of Delaware. On and effective May 28, 2025, the Company filed the Special Voting Certificate of Designation with the Secretary of State of the State of Delaware to establish the Special Voting Preferred Stock.

#### **Item 8.01. Other Events.**

On May 28, 2025, the Company issued a press release announcing the Closing. A copy of the press release is attached as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

#### **Item 9.01 Financial Statements and Exhibits.**

##### *(a) Financial Statements of Businesses or Funds Acquired*

The financial statements required by this item are not being filed herewith. The Company will file the required financial statements as an amendment to this Current Report on Form 8-K as soon as practicable after the date hereof and not later than 71 days after the date this Current Report on Form 8-K would otherwise be required to be filed.

##### *(b) Pro Forma Financial Information*

The pro forma financial information required by this item is not being filed herewith. The Company will file the required pro forma financial information as an amendment to this Current Report on Form 8-K as soon as practicable after the date hereof and not later than 71 days after the date this Current Report on Form 8-K would otherwise be required to be filed.

##### *(d) Exhibits*

<b>Exhibit No.</b>	<b>Description</b>
10.1	<a href="#">Form of Finder Agreement</a>
10.2	<a href="#">First Amendment to Share Purchase Agreement, dated May 27, 2025, by and among BioSig Technologies, Inc., Streamex Exchange Corporation, BST Sub ULC and 1540875 B.C. Ltd.</a>
99.1	<a href="#">Press Release, dated May 28, 2025</a>
104	Cover Page Interactive Data File (embedded as Inline XBRL document).

#### **SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

#### **BIOSIG TECHNOLOGIES, INC.**

Date: May 30, 2025

By: /s/ Henry McPhie

Name: Henry McPhie

Title: Chief Executive Officer

## FORM OF FINDER AGREEMENT

This FINDER AGREEMENT (this “Agreement”) is made and entered into as of this [●] day of May, 2025, by and among [●] (“Finder”), Streamex Exchange Corp. (the “Company”) and BioSig Technologies, Inc. (the “Target Company” and together with Finder and the Company, the “Parties”).

### RECITALS

A. The Company desires an introduction to the management of the Target Company.

B. Finder has contacts with the Target Company and is willing to introduce the Company to the Target Company in consideration of the payment by the Company of a finder’s fee as specified in Section 2 this Agreement. For the avoidance of doubt, the services to be provided pursuant to this Agreement shall be for, and be strictly limited to, certain introductory services provided by the Finder to the Company only (collectively, the “Services”), and shall not include any other services, including but not limited to, negotiations, structuring, or advising of the Company or the Target Company.

### AGREEMENT

In consideration of the foregoing recitals and the mutual promises hereinafter set forth, the parties, intending to be legally bound, agree as follows:

**1. Appointment.** The Company hereby authorizes Finder, on an exclusive basis, to introduce the management of the Target Company to the Company. Finder shall (a) provide to the Company, or has already provided to the Company prior to the date hereof, the name, address, and phone number for the Chief Executive Officer or President of each Target Company; and (b) participate, or has already participated prior to the date hereof, in meetings or telephone conferences with the management of each Target Company, as reasonably requested by the Company. Finder shall take no other action with respect to any transaction or relationship between the Company and the Target Company as specified in Section 3 below.

**2. Fees.** In the event that the Company enters into an agreement with the Target Company that provides for (a) an acquisition by the Company of some or all of the securities or assets of the Target Company by way of merger, consolidation, share exchange, business combination, purchase of securities, purchase of assets, or otherwise, or (b) a joint venture between the Company and the Target Company (a “Transaction”), the Company shall pay to Finder a fixed fee equal to [●]% of the total number of shares of common stock of Target Company outstanding immediately following the consummation of the Transaction, payable in common stock of the Target Company in consideration for the Services only (the “Shares”). The Target Company acknowledges and agrees that such Shares shall be issued to Finder no later than two (2) business days following approval of the Parent Stockholder Matters, as set forth in that certain SHARE PURCHASE AGREEMENT dated May 23, 2025, by and among BIOSIG TECHNOLOGIES, INC., a Delaware corporation, BST SUB ULC, an unlimited liability company organized under the laws of the Province of British Columbia and a wholly-owned subsidiary of Parent, 1540875 B.C. Ltd., a company organized under the laws of the Province of British Columbia and a wholly-owned subsidiary of the Parent, STREAMEX EXCHANGE CORPORATION, a company organized under the laws of the Province of British Columbia, each shareholder of the Company, and 1540873 B.C. Ltd. The Parties agree and acknowledge that the Shares to be issued pursuant to this Agreement shall bear the following legend:

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“THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “1933 ACT”), AND MAY NOT BE TRANSFERRED, SOLD OR OTHERWISE DISPOSED OF EXCEPT WHILE SUCH A REGISTRATION IS IN EFFECT UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER SUCH ACT OR SUCH LAWS. HEDGING TRANSACTIONS IN THE SECURITIES ARE ALSO PROHIBITED EXCEPT IN COMPLIANCE WITH THE 1933 ACT.”

**3. Limitation of Services.** Finder shall have no role or part in the negotiations, structuring or advising or relationship, among others, between the Target Company and the Company other than as described in Section 1 above with regards to the Services, or as reasonably requested by the Company, provided that such request does not include services limited by this Section 3. Finder shall not participate in any negotiations, structuring or advising, among others, whatsoever on behalf of the Company or the Target Company. Finder shall not handle, hold, accept or otherwise any funds or securities of the Company or the Target Company, except as related to the Shares to be issued as compensation in connection with this Agreement. Finder shall not provide any information to the Target Company or the Company as to the value or the advisability of a transaction or relationship between the Company and the Target Company or any third party. Finder shall not give any information or make any representations to the Target Company in connection with the Company and Finder does not make any representations or warranties about the Target Company to the Company. Finder shall not hold any funds or securities in connection with the performance of its duties under this Agreement. Finder shall have no authority, express or implied, to bind the Company to any contractual or other legal obligation of any kind whatsoever, and shall not represent itself as having such authority or as acting on the Company’s behalf. Finder shall not perform its services hereunder by means of any form of general solicitation or general advertising, including, but not limited to, any advertisement, article, notice or other communication published in any newspaper, magazine, or similar media or broadcast over television or radio; or any seminar or meeting whose attendees have been invited by any general solicitation or general advertising. Finder shall not assist the Company or the Target Company in reviewing or completing any of the documents relating to a Transaction or relationship between the Company and the Target Company. Finder shall not facilitate the sale, exchange or transfer of any securities of the Company or any Target Company.

**4. Broker-Dealer Status.** The Parties acknowledge and agree that Finder is not (a) a registered “broker” (“Broker”) or “dealer” (“Dealer”) as such terms are defined in Section 3(a)(4) and 3(a)(5) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), (b) an investment adviser (“Investment Adviser”), as such term is defined in Section 202(a)(11) of the Investment Advisers Act of 1940, as amended, or comparable state laws, or (c) a member of the Financial Industry Regulatory Authority, Inc. (“FINRA”), is not providing services to the Company or the Target Company as a Broker, Dealer or Investment Advisor, and will not act to effect any transactions in securities for the account of the Company or the Target Company. With respect thereto and notwithstanding anything set forth herein to the contrary, in connection with performing its duties hereunder, Finder shall not carry out any activity or function that (i) may be traditionally performed by or otherwise be deemed to include those of a Broker, Dealer or Investment Adviser, or (ii) would require Finder to register itself as a Broker, Dealer or Investment Adviser. The Parties mutually agree that the Services to be provided pursuant to this Agreement and the Shares to be issued as compensation in connection with the Services are exempt from registration and that the Target Company is under no obligation to effect any such registration with respect to the Shares.

### **5. Indemnification.**

(a) The Company shall indemnify and hold harmless Finder, Finder’s officers, members, employees, consultants, attorneys and agents, and each person, if any, who controls Finder within the meaning of the Securities Act of 1933, as amended (the “Securities Act”), and the Exchange Act, against all losses, liabilities, claims, damages and expenses whatsoever (including, but not limited to, all losses to the extent of the aggregate amount paid in settlement of litigation, commenced or threatened, or of any claim whatsoever, if such settlement is effected with the Company’s written consent, which shall not be unreasonably withheld), and to reimburse the indemnified parties for all legal and other expenses incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever, whether or not resulting in any liability, to which the indemnified parties may become subject under any statute or at common law or otherwise, arising out of the Company’s performance under this Agreement.

(b) Finder shall indemnify and hold harmless the Company and its affiliates, and their respective officers, directors, employees, stockholders, consultants, attorneys and agents, and each person, if any, who controls the Company within the meaning of the Securities Act and the Exchange Act, against all losses, liabilities, claims, damages and expenses whatsoever (including, but not limited to, all losses to the extent of the aggregate amount paid in settlement of litigation, commenced or threatened, or of any claim whatsoever, including but not limited to, any such claims that may arise from Finder's representation that Finder is not a Broker, Dealer, Investment Advisor or member of FINRA, by the SEC, FINRA, the securities commissioner or department of any state, or any other regulatory or governmental body or agency or regulatory authority, if such settlement is effected with Finder's written consent, which shall not be unreasonably withheld), and to reimburse the indemnified parties for all legal and other expenses incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever, whether or not resulting in any liability, to which the indemnified parties may become subject under any statute or at common law or otherwise, arising out of or based upon Finder's gross negligence or willful misconduct in connection with Finder's performance under this Agreement.

(c) If for any reason the foregoing indemnifications are unavailable to any of the indemnified parties or are insufficient to hold such indemnified party harmless, then the indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such loss, liability, claim, damage or expense in such proportion as is appropriate to reflect not only the relative benefits received by the indemnifying party on the one hand and such indemnified party on the other hand but also the relative fault of the indemnifying party and such indemnified party, as well as any relevant equitable considerations. These indemnification provisions shall be binding upon and shall inure to the benefit of any successors, assigns, heirs and personal representatives of the indemnified parties. These indemnification provisions shall survive any termination of this letter agreement.

**6. Term.** This Agreement is effective as of the date above and shall continue in effect for a period of one (1) year and shall automatically renew for subsequent one (1) year periods. Any failure to renew this Agreement (or any other termination of this Agreement) shall not affect the Company's obligation to compensate Finder, as set forth in Section 2 above.

**7. Securities Law Compliance.** Finder has been advised that the Shares are characterized as "restricted securities" under the federal securities laws and have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws and, therefore, cannot be resold unless they are registered under the Securities Act and applicable state securities laws or unless an exemption from such registration requirements is available. Finder is aware that the Target Company is under no obligation to effect any such registration with respect to the Shares, or to file for or comply with any exemption from registration. The offer to acquire the Shares was directly communicated to Finder by the Company. Finder is not acquiring the Shares as a result of, and at no time was Finder presented with or solicited by any leaflet, advertisement, article, notice or other communication published in any newspaper, magazine, or similar media or broadcast over television or radio, or any other form of general advertising, or solicited or invited to attend a promotional meeting or any seminar or meeting by any general solicitation or general advertising. Finder agrees and acknowledges that Finder does not engage in general solicitation, general advertising or promotion of investments or securities.

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**8. Access to Information.** Finder acknowledges that the Target Company has given Finder access to the corporate records and accounts of the Company and to all information in its possession relating to the Target Company, has made its officers and representatives available for interview by Finder, and has furnished Finder with all documents and other information required for Finder to make an informed decision with respect to the acquisition of the Shares.

**9. Brokers or Finders.** Finder has not engaged any brokers, finders or agents, and the Company has not and will not incur, directly or indirectly, as a result of any action taken by Finder, any liability for brokerage or finders' fees or agents' commissions or any similar charges in connection with this Agreement or the Shares.

**10. No Disqualification Events.** With respect to the Shares to be offered and sold hereunder in reliance on Rule 506 under the Securities Act, none of the Target Company, any of its predecessors, any affiliated issuer, any director, executive officer, other officer of the Company participating in the offering hereunder, any beneficial owner of 20% or more of the Target Company's outstanding voting equity securities, calculated on the basis of voting power, nor any promoter (as that term is defined in Rule 405 under the Securities Act) connected with the Target Company in any capacity at the time of sale (an "Issuer Covered Person") is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) under the Securities Act (a "Disqualification Event"), except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3). The Company has exercised reasonable care to determine whether any Issuer Covered Person is subject to a Disqualification Event. The Company has complied, to the extent applicable, with its disclosure obligations under Rule 506(e), and has furnished to the Purchasers a copy of any disclosures provided thereunder.

**11. Independent Contractor.** The relationship between Finder and the Company is solely that of independent contractors and nothing contained herein shall be deemed to have created, by interpretation or implication, a relationship of employment, partnership, joint venture or agency.

**12. Assignment.** The rights and obligations of the parties under this Agreement may not be assigned without the prior written consent of the other party. The terms of this Agreement are binding on the parties hereto and their respective successors and assigns including any successor or assigns created through merger or other corporate reorganization.

**13. Applicable Law.** This Agreement shall be construed and governed under the laws of the State of New York, without regard to conflict of law principles.

**14. Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, then any unenforceable provision shall be severed and the rest of the Agreement shall be enforced as though the unenforceable provision(s) were not included.

**15. Entire Agreement; Amendment.** This Agreement constitutes the entire Agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements between the parties. This Agreement may be amended only by a written agreement between the parties.

**16. Regulatory Requirements.** This Agreement is made subject to all present and future orders, rules, and regulation of any regulatory body having jurisdiction over the subject matter hereof, and to the laws of the United States of America or any of its states having jurisdiction. In the event this Agreement or any of its provisions will be found contrary to, or in conflict with any such order, rule, regulation, or law, this Agreement will be deemed modified to the extent necessary to comply with such order, rule, regulation, or law and will be modified in such a way as the parties hereto mutually agree as consistent with the form, intent, and purpose of its surviving provisions.

**17. Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

*[Signature page follows]*

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IN WITNESS WHEREOF, the parties enter into this Agreement as of the date first written above.

**COMPANY:**

**STREAMEX EXCHANGE CORP.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FINDER:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TARGET COMPANY:**

**BIOSIG TECHNOLOGIES, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[Signature Page to Finder Agreement]*

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**ANNEX A**

**Target Company**

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

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**FIRST AMENDMENT TO SHARE PURCHASE AGREEMENT**

**This First Amendment** (this “First Amendment”) to the Share Purchase Agreement (as defined below) is made and entered into as of May 27, 2025, by BIOSIG TECHNOLOGIES, INC., a Delaware corporation (“Parent”), BST SUB ULC, an unlimited liability company organized under the laws of the Province of British Columbia and a wholly-owned subsidiary of Parent (“ExchangeCo”), 1540875 B.C. Ltd., a company organized under the laws of the Province of British Columbia and a wholly-owned subsidiary of the Parent (“Calco”), and STREAMEX EXCHANGE CORPORATION, a company organized under the laws of the Province of British Columbia (the “Company”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Share Purchase Agreement (defined below).

**WHEREAS**, Parent, ExchangeCo, Calco, the Company, certain shareholders of the Company and 1540873 B.C. Ltd. have entered into that certain Share Purchase Agreement, dated as of May 23, 2025 (the “Share Purchase Agreement”)

**WHEREAS**, the Parties desire to amend the terms and conditions of the Share Purchase Agreement to, among other things clarify that ExchangeCo shall issue such number of Exchangeable Shares to each Shareholder at a ratio of 2.046862 Exchangeable Shares for each Purchased Share instead of 2.05 Exchangeable Share in order to achieve an aggregate issuance of 109,070,056.6977 Exchangeable Shares.

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party hereto, the Parties agree as follows:

1. **Amendment to Agreement.** The Agreement is hereby amended as follows:
  - a. Section 1.3 of the Share Purchase Agreement is deleted in its entirety and replaced with the following:
 

“1.3 **Payment of Purchase Price.** In consideration for the purchase of the Purchased Shares from the Shareholders, ExchangeCo shall issue such number of Exchangeable Shares in its capital stock having the rights, privileges, restrictions and conditions set forth in the Exchange Rights Agreement (the “**Exchangeable Shares**”) to each Shareholder at a ratio of 2.046862 Exchangeable Shares for each Purchased Share, which total in the aggregate 109,070,056.6977 Exchangeable Shares. The final amounts of Exchangeable Shares, consistent with the foregoing, shall be set forth on the Allocation Certificate and mutually agreed to by Parent, ExchangeCo, Calco, Company and the Shareholders’ Representative on behalf of the Shareholders.
2. **No Other Changes.** Except as expressly provided in this Amendment, the Agreement shall remain in full force and effect upon its original terms. This Amendment and the Agreement constitute an integrated agreement with respect to the subject matter hereof and thereof. This Amendment may be amended, modified, and supplemented only in accordance with the terms of the Agreement.
3. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in such State, without reference to such State’s or any other state’s or other jurisdiction’s principles of conflict of laws.
4. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

**[SIGNATURE PAGE FOLLOWS]**

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**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment to be executed as of the date first written above by their respective officers thereunto duly authorized.

**BIOSIG TECHNOLOGIES, INC.**

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

**STREAMEX EXCHANGE CORPORATION**

By: /s/ Karl Henry McPhie  
 Name: Karl Henry McPhie  
 Title: Chief Executive Officer

By: /s/ Morgan Lekstrom  
 Name: Morgan Lekstrom  
 Title: Executive Chairman

**1540875 B.C. Ltd.,**

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

**BST SUB ULC,**

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

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## Streamex and BioSig Announce the Successful Closing of Share Exchange Transaction and Executive Leadership Changes Bringing a First-Mover Real World Asset Tokenization Company to the Nasdaq

May 28, 2025

Los Angeles, CA and Vancouver, BC, May 28, 2025 (GLOBE NEWSWIRE) — **BioSig Technologies, Inc.** (Nasdaq: BSGM) (“BioSig”) and **Streamex Exchange Corporation** (“Streamex”), collectively referred to as the combined company, today announced successful completion of the previously disclosed share exchange transaction and executive leadership changes, forming a company specializing in the tokenization of real-world assets, with a focus on bringing commodities on-chain.

### Key Highlights of the Transaction:

- Streamex Exchange Corporation, a British Columbia corporation, will become a wholly owned subsidiary of BioSig through an exchange of outstanding shares of Streamex for new shares of BioSig common stock.
- The combined company will be led by Mr. Henry McPhie, Co-Founder and CEO of Streamex, who will serve as Chief Executive Officer and join the Board of Directors, guiding the organization through its next phase of growth.
- Mr. Morgan Lekstrom, Co-Founder and Chairman of Streamex, will serve as Chairman of the Board of the combined company.
- Mr. Anthony Amato, current CEO of BioSig, will transition from his role as Chief Executive Officer and continue to support the combined company as a member of its Board of Directors.
- Of highlight, Streamex is strategically positioned within the US\$142.851 trillion global commodity market, aiming to unlock new value by bringing commodities on-chain through secure and scalable real world asset tokenization solutions.

Together, Henry and Morgan with Anthony’s support will lead the combined company through its next phase of strategic growth, bringing deep industry expertise and a shared vision for transforming the future of real-world asset tokenization in the commodities space.

CEO of the combined company Henry McPhie commented, “This is a landmark moment for Streamex and a major step forward for the tokenization industry. Joining forces with BioSig and entering the public markets will position us to accelerate growth, scale our technology and expand our influence within the tokenization and commodities industries. I am extremely proud of what the Streamex and BioSig team has been able to accomplish so far and am excited for what is to come.”

### Strategic Advisor Additions:

Mr. Frank Giustra has agreed to join as a Strategic Investor and Advisor on Commodities.

- Founder of Wheaton Precious Metals (\$37B)
- Founder of GoldCorp, acquired by Newmont (\$57B)
- Founder of LionsGate Films (\$2B)

Mr. Mathew August has agreed to join as a Strategic Advisor on US Capital Markets.

- Executive Chairman of Atlas Capital Partners a New York, NY based single family office investment firm and merchant bank
- Active Venture Capitalist with significant investments within the Defense Tech, FinTech, Aerospace and other diversified industries

### About Streamex Exchange Corporation

Streamex is a real-world asset (RWA) tokenization company focused in the commodities space. With the goal to bring commodity markets on chain, Streamex has developed primary issuance and exchange infrastructure that will revolutionize commodity finance. Streamex is led by a group of highly successful and seasoned executives from financial, commodities and blockchain industries.

Streamex believes the future of finance lies in tokenization, innovative investment strategies, and decentralized markets. By merging advanced financial technologies with blockchain transparency, Streamex has created infrastructure and solutions that enhance liquidity, accessibility, and efficiency. Streamex’s goal is to bridge the gap between traditional finance and the digital economy, unlocking new opportunities for investors and institutions worldwide.

### Terms of Share Exchange

- In exchange for 100% of their shares of Streamex, existing Streamex shareholders will be entitled to receive 75% of the fully diluted BioSig common stock outstanding on the date of the share exchange agreement. Initially, upon the closing, pursuant to Nasdaq listing rules, the Streamex shareholders will be entitled to receive 19.9% of the outstanding BioSig common stock pre-transaction. BioSig will then seek a vote of its current shareholders to approve the transaction; if such approval is obtained, the Streamex shareholders will have the right to receive in the aggregate the full number of shares of BioSig common stock equaling 75% of the fully diluted BioSig common stock pre-transaction.

- After shareholder approval, if obtained, current BioSig shareholders and holders of common stock equivalents will hold 25% of the fully diluted BioSig common stock outstanding.

Effective immediately, the Board of Directors of the combined company will be comprised of six members, four designated by BioSig, who are Anthony Amato, Chris Baer, Donald F. Browne, Steven E. Abelman and two designated by Streamex, who are Mr. McPhie and Mr. Lekstrom (who will also be Chairman of the combined company’s board).

To the extent required by NASDAQ’s change of control rules and regulations, the combined company will file an initial listing application for its common stock.

### Forward Looking Statements

This press release contains “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements may be preceded by the words “intends,” “may,” “will,” “plans,” “expects,” “anticipates,” “projects,” “predicts,” “estimates,” “aims,” “believes,” “hopes,” “potential” or similar words. Forward-looking statements are not guarantees of future performance, are based on certain assumptions, and are subject to various known and unknown risks and uncertainties, many of which are beyond our control. It is possible that our actual results and financial condition may differ, possibly materially, from the anticipated results and financial condition



indicated in these forward-looking statements, depending on factors including whether we will be able to realize the benefits of the transaction described herein, whether shareholder approval of the transaction will be obtained and whether we will be able to maintain compliance with Nasdaq's listing criteria in connection with the described transaction and otherwise. For a discussion of other risks and uncertainties, and other important factors, any of which could cause our actual results to differ from those contained in forward-looking statements, see our filings with the Securities and Exchange Commission, including the section titled "Risk Factors" in our Annual Report on Form 10-K, filed with the SEC on April 15, 2025. We assume no obligation to publicly update or revise our forward-looking statements as a result of new information, future events or otherwise, except as required by law.

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