

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): **December 20, 2017** (December 19, 2017)

**Nxt-ID, Inc.**

(Exact name of registrant as specified in its charter)

**Delaware**

(State or other jurisdiction  
of incorporation)

**000-54960**

(Commission File Number)

**46-0678374**

(IRS Employer  
Identification No.)

**Nxt-ID, Inc.**

**285 North Drive**

**Suite D**

**Melbourne, FL 32934**

(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: **(203) 266-2103**

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 (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Emerging growth company

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

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

On December 19, 2017, and effective as of November 29, 2017, Nxt-ID, Inc. (the “Company”) entered into an agreement with the holders of the convertible notes and common stock purchase warrants issued pursuant to that certain Securities Exchange Agreement dated as of November 29, 2016 (the “Amendment Agreement”). Pursuant to the Amendment Agreement, the parties agreed to amend the maturity dates of the notes by one year or November 29, 2018. The Company previously reported the execution of the Securities Exchange Agreement, Exchange Notes and certain related ancillary agreements in a Current Report on Form 8-K filed on November 30, 2016.

In consideration for the extension, the Company issued to the holders, an aggregate of 387,000 restricted shares of common stock. No other terms of the Exchange Notes were modified.

**Item 3.02 Unregistered Sale of Equity Securities**

The information set forth in Item 1.01 hereof is incorporated herein by reference.

The issuance of the restriction shares in consideration for the extension of the maturity was made in reliance upon exemptions from registration pursuant to Section 4(a)(2) of the Securities Act of 1933.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

| <b>Exhibit No.</b> | <b>Description</b>  |
|--------------------|---|
| Exhibit 99.1       | <a href="#">Form of Extension and Forbearance Agreement Dated December 19, 2017</a> |

**SIGNATURES**

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

Date: December 20, 2017

**NXT-ID, INC.**

By: /s/ Gino M. Pereira

Name: Gino M. Pereira

Title: Chief Executive Officer

December 19, 2017

**Via Electronic Mail**\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_**Re: Extension and Forbearance Agreement (the "Agreement")**

Gentlemen:

Reference is made to that certain Secured Subordinated Promissory Note issued to \_\_\_\_\_ (the "Investor") by Nxt-ID, Inc. (the "Company") on November 29, 2016, as amended by Amendment No. 1, dated July 11, 2017, in the original principal amount of \$ \_\_\_\_\_ (the "Note").

The Company and the Investor hereby agree as follows:

1. To extend the Maturity Date (as defined in the Note) of the Note to November 29, 2018.
2. The Investor shall forebear from exercising certain rights and remedies it may be entitled to under the Note and any and all transaction documents related to the Note, solely due to the passing of the Maturity Date (as defined in the Note) as originally set forth in the Note. No other Events of Default, if any, are waived or amended by this Agreement.
3. In consideration of items 1 and 2 above, within three (3) days from the date hereof, the Company shall issue to the Investor \_\_\_\_\_ restricted shares of the Company's common stock, par value \$0.0001 per share.
4. For the purposes of Rule 144 promulgated pursuant to the Securities Act, the Company acknowledges that the holding period of the Note shall continue to commence as of November 29, 2016. The Company agrees not to take any position in any forum contrary to the acknowledgement in this paragraph.
5. The Company shall disclose this Agreement in a Form 8K filed with the Securities and Exchange Commission within one (1) business day after the full execution of this Agreement.
6. This Agreement represents the compromise between the parties hereto and is not intended as an admission of any default, liability, fault, claim, wrongdoing, or the like of or by the Company. The Company explicitly denies any and all liability with regard to any potential claims that could be made by the Investor and the Investor acknowledges the foregoing.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to conflicts of laws principles. Except as expressly set forth herein, all of the terms and conditions of the Note and any all and transaction documents related to the Note remain unchanged and are in full force and effect. This Agreement may not be modified or amended except pursuant to a further written agreement signed by the party to be charged therewith.

Kindly confirm your agreement with the above by signing in the space indicated below and by PDFing a partially executed copy of this letter to the undersigned, and which may be executed in identical counterparts, each of which shall be deemed an original but all of which shall constitute one and the same agreement.

***[Signature pages follow]***

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Very truly yours,

Nxt-ID, Inc.

By: \_\_\_\_\_

Name: Gino M. Pereira

Title: Chief Executive Officer

**Acknowledged, Confirmed and Agreed To:**

[INVESTOR]

By: \_\_\_\_\_

Name:

Title:

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