
**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): June 9, 2017

Duos Technologies Group, Inc.

(Exact name of registrant as specified in its charter)

Florida
*(State or Other Jurisdiction
of Incorporation)*

000-55497
*(Commission
File Number)*

65-0493217
*(I.R.S. Employer
Identification No.)*

**6622 Southpoint Drive S., Suite 310
Jacksonville, Florida 32216**
(Address of Principal Executive Office) (Zip Code)

(904) 652-1601
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

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

Indicate by check mark whether the registrant is an emerging growth company as defined in 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 checkmark 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.

Letter Agreement for Conversion of Promissory Notes

On June 9, 2017, Duos Technologies Group, Inc., a Florida corporation (the “Company”), entered into letter agreements (together the “Note Holder Letter Agreements”) with six (6) investors (collectively, the “Note Holders”) holding promissory notes (collectively the “Notes”) whereby the Note Holders agreed to convert all monies due to them under the Notes into restricted shares of common stock (the “Note Conversion Shares”), all contingent upon the completion of the Company’s anticipated public offering of its securities to raise up to \$12,500,000 and list its securities on the NASDAQ (the “Offering”). The Note Holders will be due the aggregate sum of \$573,224, including principal and interest calculated through June 30, 2017 (the “Note Obligation”). Pursuant to the Note Holder Letter Agreements, the Note Obligation will automatically convert upon consummation of the Offering into the Note Conversion Shares at the price per share of common stock paid by the investors in the offering (the “Conversion Price”). As a result of the foregoing, the Company will be issuing an aggregate of 114,645 Note Conversion Shares upon the consummation of the Offering in consideration of the conversion of the Note Obligation assuming a conversion price of \$5.00, the mid-point of the estimated offering price range. The Company anticipates amending the Note Holder Letter Agreements to issue to the Note Holders an aggregate of 114,645 warrants upon the consummation of the Offering. Each entity entering into the Note Holder Letter Agreements has agreed to enter into lock-up agreements prohibiting the sale or other transfer of any securities of the Company owned by such persons for a period of between 3 and 6 months.

Letter Agreement for Related Party Conversion

On June 9, 2017, the Company entered into a letter agreement with Mr. Gianni Arcaini, the Chief Executive Officer and a Director of the Company (the “Arcaini Letter Agreement”), whereby Mr. Arcaini agreed to convert all deferred compensation owed to him under his Employment Agreement (“Arcaini Debt Obligation”) into common stock of the Company, contingent upon the completion of the Offering. The aggregate amount of \$700,543 (“Arcaini Obligation”) will be owed to Mr. Arcaini under the Arcaini Debt Obligation including interest through June 30, 2017. Pursuant to the Arcaini Letter Agreement, the Arcaini Debt Obligation will automatically convert upon consummation of the Offering into such number of restricted shares of the Company’s common stock calculated by dividing the Arcaini Debt Obligation by \$5.00 or 140,109 shares. The Company anticipates amending the Arcaini Letter Agreement to issue Mr. Arcaini 140,109 warrants upon the consummation of the Offering. Mr. Arcaini has agreed to enter into a lock-up agreement prohibiting the sale or other transfer of all securities of the Company owned by him for a period of 6 months.

Additionally, on the same date, the Company entered into a letter agreement with Mr. Adrian Goldfarb, the Chief Financial Officer of the Company (the “Goldfarb Letter Agreement”), whereby Mr. Goldfarb agreed to convert all amounts due and owing to him under that certain promissory note issued by the Company (“Goldfarb Debt Obligation”) into common stock of the Company, contingent upon the completion of the Offering. The aggregate amount of \$33,620 (“Goldfarb Obligation”) will be owed to Mr. Goldfarb under the Goldfarb Debt Obligation including interest through June 30, 2017. Pursuant to the Goldfarb Letter Agreement, the Goldfarb Debt Obligation will automatically convert upon consummation of the Offering into such number of restricted shares of the Company’s common stock calculated by dividing the Goldfarb Debt Obligation by \$5.00 or 6,724 shares. The Company anticipates amending the Goldfarb Letter Agreement to issue Mr. Goldfarb 6,724 warrants upon consummation of the Offering. Mr. Goldfarb has agreed to enter into a lock-up agreement prohibiting the sale or other transfer of all securities of the Company owned by him for a period of 6 months.

The above descriptions of the Note Holder Letter Agreements, Arcaini Letter Agreement and Goldfarb Letter Agreement (collectively, the “Agreements”) do not purport to be complete and are qualified in their entirety by reference to the Agreements, which are attached hereto as Exhibit 10.1, Exhibit 10.2 and Exhibit 10.3 to this Current Report on Form 8-K.

Item 9.01. Exhibits

| <u>Exhibit No.</u> | <u>Description</u> |
|-----------------------------|--|
| <u>10.1</u> | Form of Note Holder Letter Agreement, dated June 9, 2017 |
| <u>10.2</u> | Form of Arcaini Letter Agreement, dated June 9, 2017 |
| <u>10.3</u> | Form of Goldfarb Letter Agreement, dated June 9, 2017 |

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.

DUOS TECHNOLOGIES GROUP, INC.

Dated: June 15, 2017

By: /s/ Gianni B. Arcaini
Gianni B. Arcaini
Chief Executive Officer

June 9, 2017

VIA ELECTRONIC MAIL

Re: Agreement to Convert Promissory Note

Dear Mr. _____:

You are being sent this letter as you are currently the holder of a promissory note dated _____, _____ (the "Note"), issued by Duos Technologies Group, Inc., a Florida corporation (the "Company"), pursuant to which you are owed remaining principal and accrued interest in the amount of _____ through June 30, 2017 (the "Note Obligation").

Our Current Financing

As you may be aware, the Company is currently in the process of pursuing a public offering of its securities to raise up to \$12,500,000 and list its securities onto the NASDAQ (the "Offering"). The Company has filed a registration statement on Form S-1 related to the Offering which is being led by Joseph Gunnar & Co (the "Underwriter"). The Company believes that attaining and maintaining the listing of our common stock on NASDAQ is in the best interests of our Company and its stockholders, because if listed on NASDAQ, the Company believes that the liquidity in the trading of its common stock could be significantly enhanced, which could result in an increase in the trading price and may encourage investor interest and improve the marketability of our common stock to a broader range of investors. The Company is therefore contacting you and other holders of debt and preferred stock, to request holders to convert their holdings into common stock.

What We Need From You

By executing and delivering this letter, you will hereby agree to automatically convert, upon closing of the Offering (the "Automatic Conversion"), the Note Obligation into shares of common stock of the Company at a conversion price equal to the price per share of common stock paid by the investors in the Offering (the "Conversion Price"). Upon the triggering of Automatic Conversion, the Company shall send you prompt written notice (the "Automatic Conversion Notice") specifying the Conversion Price and date upon which such conversion was effective (the "Effective Date"). The Automatic Conversion Notice will also contain instructions on surrendering to the Company your original Note; provided, however, the Automatic Conversion shall be effective on the Effective Date whether or not you surrender the Note, which shall be null and void on the Effective Date. In addition, the Note Obligation will increase based on accrued interest in the event the Automatic Conversion occurs after June 30, 2017.

Additionally, in connection with the Automatic Conversion, you will need to execute and deliver, as a condition to the Company's issuance and delivery of the shares of common stock underlying the Automatic Conversion, a lock-up agreement prohibiting the sale or other transfer of securities that you own in the Company for a period of six (6) months beginning on the date of the closing of the Offering, in form and substance reasonably required by the Underwriter. The foregoing lock up letter will be delivered to you shortly and you will need to return such lock up letter prior to the Effective Date (such lock up letter will include language that it will be null and void in the event the Offering is not consummated on or before ninety (90) days from the date hereof).

By signing below, this Letter Agreement shall serve as written confirmation that you have reviewed this Letter Agreement (and consulted with your legal and tax advisors to the extent you deemed necessary) and agree to the terms and conditions of the Automatic Conversion at the Conversion Price as described herein. Upon the Effective Date of such conversion, you understand that you will be releasing and discharging the Company and its affiliates from any and all obligations and duties that such persons may have to you with respect to the Note and the Note Obligations. Notwithstanding anything contained herein, in the event the Offering is not consummated on or before ninety (90) days from the date hereof, this Letter Agreement will terminate and shall be of no further force and effect.

This Letter Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Letter Agreement. This Letter Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to choice of law principles.

This Letter Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. In case any provision of this Letter Agreement shall be held to be invalid, illegal or unenforceable, such provision shall be severable from the rest of this Letter Agreement, and the validity legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

The parties hereby consent and agree that if this Letter Agreement shall at any time be deemed by the parties for any reason insufficient, in whole or in part, to carry out the true intent and spirit hereof or thereof, the parties will execute or cause to be executed such other and further assurances and documents as in the reasonable opinion of the parties may be reasonably required in order more effectively to accomplish the purposes of this Letter Agreement.

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Please indicate confirmation of the terms provided herein by executing and returning this letter in the space provided below.

Very truly yours,

DUOS TECHNOLOGIES GROUP, INC.

By: _____
Name: Gianni B. Arcaini
Title: Chief Executive Officer

ACCEPTED AND AGREED:

SIGNATURE PAGE TO LETTER AGREEMENT

June 9, 2017

Mr. Gianni Arcaini

VIA ELECTRONIC MAIL

Re: Agreement to Convert Deferred Compensation

Dear Mr. Arcaini:

You are being sent this letter as you are currently owed deferred compensation under your employment agreement with Duos Technologies Group, Inc., a Florida corporation (the "Company"), in the amount of \$700,543 through June 30, 2017 (the "Debt Obligation").

Our Current Financing

As you may be aware, the Company is currently in the process of pursuing a public offering of its securities to raise up to \$12,500,000 and list its securities onto the NASDAQ (the "Offering"). The Company has filed a registration statement on Form S-1 related to the Offering which is being led by Joseph Gunnar & Co (the "Underwriter"). The Company believes that attaining and maintaining the listing of our common stock on NASDAQ is in the best interests of our Company and its stockholders, because if listed on NASDAQ, the Company believes that the liquidity in the trading of its common stock could be significantly enhanced, which could result in an increase in the trading price and may encourage investor interest and improve the marketability of our common stock to a broader range of investors. The Company is therefore contacting you and other holders of debt and preferred stock, to request holders to convert their holdings into common stock.

What We Need From You

By executing and delivering this letter, you will hereby agree to automatically convert, upon closing of the Offering (the "Automatic Conversion"), the Debt Obligation into shares of common stock of the Company at a conversion price equal to the price per share of common stock paid by the investors in the Offering (the "Conversion Price"). Upon the triggering of Automatic Conversion, the Company shall send you prompt written notice (the "Automatic Conversion Notice") specifying the Conversion Price and date upon which such conversion was effective (the "Effective Date"). In addition, the Debt Obligation will increase based on accrued interest in the event the Automatic Conversion occurs after June 30, 2017.

Additionally, in connection with the Automatic Conversion, you will need to execute and deliver, as a condition to the Company's issuance and delivery of the shares of common stock underlying the Automatic Conversion, a lock-up agreement prohibiting the sale or other transfer of securities that you own in the Company for a period of six (6) months beginning on the date of the closing of the Offering, in form and substance reasonably required by the Underwriter. The foregoing lock up letter will be delivered to you shortly and you will need to return such lock up letter prior to the Effective Date (such lock up letter will include language that it will be null and void in the event the Offering is not consummated on or before ninety (90) days from the date hereof).

By signing below, this Letter Agreement shall serve as written confirmation that you have reviewed this Letter Agreement (and consulted with your legal and tax advisors to the extent you deemed necessary) and agree to the terms and conditions of the Automatic Conversion at the Conversion Price as described herein. Upon the Effective Date of such conversion, you understand that you will be releasing and discharging the Company and its affiliates from any and all obligations and duties that such persons may have to you with respect to the Debt Obligation. Notwithstanding anything contained herein, in the event the Offering is not consummated on or before ninety (90) days from the date hereof, this Letter Agreement will terminate and shall be of no further force and effect.

This Letter Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Letter Agreement. This Letter Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to choice of law principles.

This Letter Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. In case any provision of this Letter Agreement shall be held to be invalid, illegal or unenforceable, such provision shall be severable from the rest of this Letter Agreement, and the validity legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

The parties hereby consent and agree that if this Letter Agreement shall at any time be deemed by the parties for any reason insufficient, in whole or in part, to carry out the true intent and spirit hereof or thereof, the parties will execute or cause to be executed such other and further assurances and documents as in the reasonable opinion of the parties may be reasonably required in order more effectively to accomplish the purposes of this Letter Agreement.

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Please indicate confirmation of the terms provided herein by executing and returning this letter in the space provided below.

Very truly yours,

DUOS TECHNOLOGIES GROUP, INC.

By: _____
Name: Adrian Goldfarb
Title: Chief Financial Officer

ACCEPTED AND AGREED:

Gianni B. Arcaini

SIGNATURE PAGE TO LETTER AGREEMENT

June 9, 2017

Mr. Adrian Goldfarb

VIA ELECTRONIC MAIL

Re: Agreement to Convert Promissory Note

Dear Mr. Goldfarb:

You are being sent this letter as you are currently the holder of a promissory note dated January 27, 2016 (the "Note"), issued by Duos Technologies Group, Inc., a Florida corporation (the "Company"), pursuant to which you are owed remaining principal and accrued interest in the amount of \$33,620 through June 30, 2017 (the "Note Obligation").

Our Current Financing

As you may be aware, the Company is currently in the process of pursuing a public offering of its securities to raise up to \$12,500,000 and list its securities onto the NASDAQ (the "Offering"). The Company has filed a registration statement on Form S-1 related to the Offering which is being led by Joseph Gunnar & Co (the "Underwriter"). The Company believes that attaining and maintaining the listing of our common stock on NASDAQ is in the best interests of our Company and its stockholders, because if listed on NASDAQ, the Company believes that the liquidity in the trading of its common stock could be significantly enhanced, which could result in an increase in the trading price and may encourage investor interest and improve the marketability of our common stock to a broader range of investors. The Company is therefore contacting you and other holders of debt and preferred stock, to request holders to convert their holdings into common stock.

What We Need From You

By executing and delivering this letter, you will hereby agree to automatically convert, upon closing of the Offering (the "Automatic Conversion"), the Note Obligation into shares of common stock of the Company at a conversion price equal to the price per share of common stock paid by the investors in the Offering (the "Conversion Price"). Upon the triggering of Automatic Conversion, the Company shall send you prompt written notice (the "Automatic Conversion Notice") specifying the Conversion Price and date upon which such conversion was effective (the "Effective Date"). The Automatic Conversion Notice will also contain instructions on surrendering to the Company your original Note; provided, however, the Automatic Conversion shall be effective on the Effective Date whether or not you surrender the Note, which shall be null and void on the Effective Date. In addition, the Note Obligation will increase based on accrued interest in the event the Automatic Conversion occurs after June 30, 2017.

Additionally, in connection with the Automatic Conversion, you will need to execute and deliver, as a condition to the Company's issuance and delivery of the shares of common stock underlying the Automatic Conversion, a lock-up agreement prohibiting the sale or other transfer of securities that you own in the Company for a period of six (6) months beginning on the date of the closing of the Offering, in form and substance reasonably required by the Underwriter. The foregoing lock up letter will be delivered to you shortly and you will need to return such lock up letter prior to the Effective Date (such lock up letter will include language that it will be null and void in the event the Offering is not consummated on or before ninety (90) days from the date hereof).

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Please indicate confirmation of the terms provided herein by executing and returning this letter in the space provided below.

Very truly yours,

DUOS TECHNOLOGIES GROUP, INC.

By: _____
Name: Gianni B. Arcaini
Title: Chief Executive Officer

ACCEPTED AND AGREED:

Adrian Goldfarb

SIGNATURE PAGE TO LETTER AGREEMENT