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

FORM 10-Q

(Mark One)

[X] QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the Quarterly Period Ended August 31, 2015

Or

[ ] TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____.

Commission File Number: 0-12305

REPRO MED SYSTEMS, INC.

(Exact name of registrant as specified in its charter)

New York	13-3044880
(State or Other Jurisdiction of Incorporation or Organization)	(I.R.S. Employer Identification No.)
24 Carpenter Road, Chester, New York	10918
(Address of Principal Executive Offices)	(Zip Code)

(845) 469-2042
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. [X] Yes [ ] No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes [X] No [ ]

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer [ ]	Accelerated filer [ ]
Non-accelerated filer [ ] (Do not check if a smaller reporting company)	Smaller reporting company [X]

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). [ ] Yes [X] No

As of October 2, 2015, 38,006,667 shares of common stock, $.01 par value per share, were outstanding, which excludes 2,340,625 shares of Treasury Stock.

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PART I – FINANCIAL INFORMATION

Item 1. Financial Statements

REPRO MED SYSTEMS, INC.
BALANCE SHEETS

	August 31, 2015 (Unaudited)	February 28, 2015
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$ 3,157,020	$ 2,557,235
Certificates of deposit	259,789	259,789
Accounts receivable less allowance for doubtful accounts of $31,581 and $29,865 for August 31, 2015 and February 28, 2015, respectively	1,409,461	1,623,695
Inventory	1,295,709	1,226,636
Prepaid expenses	258,727	240,688
TOTAL CURRENT ASSETS	6,380,706	5,908,043
Property and equipment, net	1,105,869	1,161,432
Patents, net of accumulated amortization of $140,566 and $134,552 at August 31, 2015 and February 28, 2015, respectively	192,431	180,558
Other assets	31,140	31,140
TOTAL ASSETS	$ 7,710,146	$ 7,281,173
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES		
Deferred capital gain - current portion	$ 22,481	$ 22,481
Accounts payable	309,796	243,217
Accrued expenses	370,508	304,041
Accrued tax liability	44,307	—
Accrued payroll and related taxes	104,961	121,917
TOTAL CURRENT LIABILITIES	852,053	691,656
Deferred capital gain - less current portion	56,216	67,454
Deferred tax liability	243,847	248,607
TOTAL LIABILITIES	1,152,116	1,007,717
STOCKHOLDERS' EQUITY		
Common stock, $0.01 par value, 50,000,000 shares authorized, 40,347,292 shares issued; 38,006,667 shares outstanding	403,473	403,473
Additional paid-in capital	3,855,188	3,855,188
Retained earnings	2,507,650	2,237,076
	6,766,311	6,495,737
Less: Treasury stock, 2,340,625 shares at cost	(166,281)	(166,281)
Less: Deferred compensation cost	(42,000)	(56,000)
TOTAL STOCKHOLDERS' EQUITY	6,558,030	6,273,456
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$ 7,710,146	$ 7,281,173

The accompanying notes are an integral part of these financial statements

REPRO MED SYSTEMS, INC.
STATEMENTS OF OPERATIONS (UNAUDITED)

	For the Three Months Ended August 31		For the Six Months Ended August 31	
	2015	**2014**	**2015**	**2014**
NET SALES	$ 3,166,177	$ 2,504,854	$ 5,796,722	$ 5,141,875
Cost of goods sold	1,159,448	868,317	2,272,133	1,979,088
Gross Profit	2,006,729	1,636,537	3,524,589	3,162,787
OPERATING EXPENSES				
Selling, general and administrative	1,391,143	1,088,059	2,869,483	2,182,124
Research and development	38,711	158,424	92,376	289,820
Depreciation and amortization	70,094	70,990	134,813	130,680
Total Operating Expenses	1,499,948	1,317,473	3,096,672	2,602,624
Net Operating Profit	506,781	319,064	427,917	560,163
Non-Operating Income/(Expense)				
Gain (Loss) currency exchange	9,313	(11,559)	(5,757)	(9,715)
Loss on disposal of fixed assets	(8,718)	—	(13,324)	—
Interest expense	—	(512)	—	(512)
Interest and other income	1,026	1,706	2,129	2,915
TOTAL OTHER INCOME (EXPENSES)	1,621	(10,365)	(16,952)	(7,312)
INCOME BEFORE TAXES	508,402	308,699	410,965	552,851
Income Tax Expense	(173,188)	(105,705)	(140,391)	(191,801)
NET INCOME	$ 335,214	$ 202,994	$ 270,574	$ 361,050
NET INCOME PER SHARE				
Basic	$ 0.01	$ 0.01	$ 0.01	$ 0.01
Diluted	$ 0.01	$ 0.01	$ 0.01	$ 0.01
WEIGHTED AVERAGE NUMBER OF COMMON SHARES OUTSTANDING				
Basic	38,006,667	37,342,537	38,006,667	37,212,102
Diluted	38,006,667	37,342,537	38,006,667	37,212,102

The accompanying notes are an integral part of these financial statements

REPRO MED SYSTEMS, INC.
STATEMENTS OF CASH FLOWS
(UNAUDITED)

	For the Six Months Ended August 31,	
	2015	**2014**
CASH FLOWS FROM OPERATING ACTIVITIES		
Net Income	$ 270,574	$ 361,050
Adjustments to reconcile net income to net cash provided by operating activities:		
Amortization of deferred compensation cost	14,000	65,750
Depreciation and amortization	134,813	130,680
Deferred capital gain - building lease	(11,240)	(11,240)
Loss on disposal of fixed assets	13,324	—
Provision for returns and doubtful accounts	152	—
Deferred taxes	(4,760)	—
Changes in operating assets and liabilities:		
Decrease in accounts receivable	214,083	128,017
Increase in inventory	(69,073)	(621,794)
Increase in prepaid expense	(18,039)	(28,889)
Increase in accounts payable	66,579	185,755
(Decrease) Increase in accrued payroll and related taxes	(16,956)	2,324
Increase in accrued expense	66,468	131,432
Increase (Decrease) in accrued tax liability	44,307	(123,089)
NET CASH PROVIDED BY OPERATING ACTIVITIES	704,232	219,996
CASH FLOWS FROM INVESTING ACTIVITIES		
Payments for property and equipment	(100,110)	(397,567)
Proceeds on disposal of fixed assets	13,550	—
Purchase of certificates of deposit	—	(629)
Payments for patents	(17,887)	(79,934)
NET CASH USED IN INVESTING ACTIVITIES	(104,447)	(478,130)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from sale of securities, net of legal and other fees of $15,000	—	273,000
NET CASH PROVIDED BY FINANCING ACTIVITIES	—	273,000
NET INCREASE IN CASH AND CASH EQUIVALENTS	599,785	14,866
CASH AND CASH EQUIVALENTS, BEGINNING OF PERIOD	2,557,235	2,227,398
CASH AND CASH EQUIVALENTS, END OF PERIOD	$ 3,157,020	$ 2,242,264
Supplemental Information		
Cash paid during the periods for:		
Interest	$ —	$ 512
Taxes	$ —	$ 314,891
NON-CASH FINANCING AND INVESTING ACTIVITIES		
Issuance of common stock as compensation	$ —	$ 84,000

The accompanying notes are an integral part of these financial statements

REPRO MED SYSTEMS, INC.
NOTES TO THE UNAUDITED FINANCIAL STATEMENTS

NOTE 1 NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

NATURE OF OPERATIONS

REPRO MED SYSTEMS, INC. (the "Company") designs, manufactures and markets proprietary medical devices primarily for the ambulatory infusion market and emergency medical applications. The Food and Drug Administration (the "FDA") regulates these products. The Company operates as one segment.

BASIS OF PRESENTATION

The accompanying unaudited financial statements as of August 31, 2015, have been prepared in accordance with generally accepted accounting principles and with instructions to SEC regulation S-X for interim financial statements.

In the opinion of the Company's management, the financial statements contain all adjustments, consisting of normal recurring accruals, necessary to present fairly the Company's financial position as of August 31, 2015, and the results of operations and cash flow for the three month and six month periods ended August 31, 2015, and 2014.

The results of operations for the three and six months ended August 31, 2015, and 2014 are not necessarily indicative of the results to be expected for the full year. These interim financial statements should be read in conjunction with the financial statements and notes thereto of the Company and management's discussion and analysis of financial condition and results of operations included in the Company's Annual Report for the year ended February 28, 2015, as filed with the Securities and Exchange Commission on Form 10-K.

SUBSEQUENT EVENTS EVALUATION

The Company has evaluated subsequent events through October 2, 2015, the date on which the financial statements were issued. There were no material subsequent events that required recognition or additional disclosure in the financial statements, except as disclosed in Note 5 to these financial statements.

USE OF ESTIMATES IN THE FINANCIAL STATEMENTS

The preparation of financial statements in conformity with U.S. generally accepted accounting principles ("U.S. GAAP") requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates. Important estimates include but are not limited to, asset lives, valuation allowances, inventory, and accruals.

RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS

In July 2015, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2015-11— Simplifying the Measurement of Inventory. The ASU was issued as part of the FASB's simplification initiative and under the ASU, inventory is measured at the lower of cost and net realizable value, which would eliminate the other two options that currently exist for the market: (1) replacement cost and (2) net realizable value less an approximately normal profit margin. This ASU is effective for interim and annual periods beginning after December 15, 2016. Early application is permitted and should be applied prospectively. The Company is assessing the impact of the adoption of the ASU on its financial statements.

In May 2014, FASB issued ASU No. 2014-09—Revenue from Contracts with Customers. The ASU clarifies the principles for recognizing revenue and develops a common revenue standard for U.S. GAAP and International Financial Reporting Standards ("IFRS") that removes inconsistencies and weaknesses in revenue requirements, provides a more robust framework for addressing revenue issues, improves comparability of revenue recognition practices across entities, industries, jurisdictions and capital markets, provides more useful information to users of the financial statements through improved disclosure requirements and simplifies the preparation of financial statements by reducing the number of requirements to which an entity must refer. The amendments in this update are effective for the annual reporting periods beginning after December 15, 2016, including interim periods within that reporting period. Full or modified retrospective adoption is required and early application is not permitted. On July 9, 2015, the FASB issued ASU No. 2015-14 Revenue from Contracts with Customers (Topic 606); Deferral of the Effective Date, which (a) delays the effective date of ASU 2014-09, Revenue from Contracts with Customers (Topic 606), by one year to annual periods beginning after December 15, 2017 and (b) allows early adoption of the ASU by all entities as of the original effective date for public entities. The Company is assessing the impact of the adoption of the ASU on its financial statements, disclosure requirements and methods of adoption.

RECLASSIFICATION

Certain reclassifications have been made to conform prior period data to the current presentation. These reclassifications had no effect on reported net income.

NOTE 2 RELATED PARTY TRANSACTIONS

CONSULTING SERVICES

On December 20, 2013, we executed an agreement effective March 1, 2014, with a Company director, Dr. Mark Baker, to provide clinical research and support services related to new and enhanced applications for the FREEDOM60® Syringe Infusion System. Authorized by the Board of Directors, the agreement provides for payment of 420,000 shares of common stock valued at $0.20 per share over a three-year period. Amortization amounted to $7,000 and $14,000 for the three and six months ended August 31, 2015 and 2014, respectively. In August, 2014, Dr. Baker was paid a previously approved bonus of $25,000 to assist him in covering taxes due on the grant of common stock.

LEASED AIRCRAFT

The Company leases an aircraft from a company controlled by the president. The lease payments aggregated were $5,375 and $10,750 for the three and six months ended August 31, 2015, and 2014, respectively. The original lease agreement has expired and the Company is currently on a month-to-month basis for rental payments.

NOTE 3 PROPERTY AND EQUIPMENT

Property and equipment consists of the following at:

	August 31, 2015	February 28, 2015
Land	$ 54,030	$ 54,030
Building	171,094	171,094
Furniture, office equipment, and leasehold improvements	940,337	887,959
Manufacturing equipment and tooling	965,027	963,843
	2,130,488	2,076,926
Less: accumulated depreciation	1,024,619	915,494
Property and equipment, net	$ 1,105,869	$ 1,161,432

NOTE 4 LEGAL PROCEEDINGS

In 2013 we commenced in the Eastern District of California a declaratory judgment action to establish the invalidity of a competitor's patent and non-infringement of the Company's needle sets. The defendant answered the complaint and asserted infringement and unfair business practice counterclaims. We responded by asserting our own unfair business practice claims against the competitor defendant. On June 16, 2015, the Court issued what it termed a "narrow" preliminary injunction against the Company from making certain statements regarding certain competitor products. The Company is complying with that order. Discovery is ongoing.

On June 25, 2015, the competitor filed a claim of patent infringement, also directed to the Company's needle sets, in the Eastern District of Texas. This patent is related to the one concerning the Company's declaratory judgment action. The Company has not yet answered or otherwise responded to the complaint in the latter filed case.

On September 11, 2015, the Company requested an *ex parte* reexamination of the patent in the first filed case, and on September 17, 2015 the Company requested an *inter partes* review of the patent in the second filed case. Decisions on whether those requests will result in formal patent proceedings are expected within three (3) and six (6) months, respectively.

Although the Company believes it has meritorious claims and defenses in these litigations and proceedings, their outcome cannot be predicted with any certainty.

NOTE 5 STOCK

On September 30, 2015, RMS's Board of Directors authorized a stock repurchase program pursuant to which the Company will make open market purchases of up to 1,000,000 shares of the Company's Outstanding Common Stock. The purchases will be made through a broker to be designated by the Company with price, timing and volume restrictions based on average daily trading volume, consistent with the safe harbor rules of the Securities and Exchange Commission for such repurchases.

On September 30, 2015, the Board of Directors also approved the 2015 Stock Option Plan authorizing the Company to grant awards to certain employees under the plan at fair market value, subject to shareholder approval. The total number of shares of common stock of the Company, par value $.01 per share ("Common Stock"), with respect to which awards may be granted pursuant to the Plan shall not exceed 2,000,000 shares.

PART I – ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS.

This Quarterly Report on Form 10-Q contains certain "forward-looking" statements (as such term is defined in the Private Securities Litigation Reform Act of 1995) and information relating to us that are based on the beliefs of the management, as well as assumptions made and information currently available.

Our actual results may vary materially from the forward-looking statements made in this report due to important factors such as uncertainties associated with future operating results, unpredictability related to Food and Drug Administration regulations, introduction of competitive products, limited liquidity, reimbursement related risks, government regulation of the home health care industry, success of the research and development effort, expanding the market of FREEDOM60, availability of sufficient capital to continue operations and dependence on key personnel. When used in this report, the words "estimate," "project," "believe," "may," "will," "anticipate," "intend," "expect" and similar expressions are intended to identify forward-looking statements. Such statements reflect current views with respect to future events based on currently available information and are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof. These statements involve risks and uncertainties with respect to the ability to raise capital to develop and market new products, acceptance in the marketplace of new and existing products, ability to penetrate new markets, our success in enforcing and obtaining patents, obtaining required Government approvals and attracting and maintaining key personnel that could cause the actual results to differ materially. Our actual results, performance and achievements could differ materially from those expressed or implied in these forward-looking statements. The Company does not undertake any obligation to release publicly any revision to these forward-looking statements to reflect events or circumstances after the date hereof or to reflect the occurrence of unanticipated events.

RESULTS OF OPERATIONS

Three Months Ended August 31, 2015 compared to August 31, 2014

Net Sales

The following table summarizes our net sales for the three months ended August 31, 2015 and 2014:

	Three Months Ended August 31,		Change from Prior Year		% of Sales	
	2015	2014	$	%	2015	2014
Sales						
Domestic	$ 2,656,449	$ 2,063,237	$ 593,212	28.8%	83.9%	82.4%
International	509,728	441,617	68,111	15.4%	16.1%	17.6%
Total	$ 3,166,177	$ 2,504,854	$ 661,323	26.4%		

Net sales for the quarter grew 26.4%, an increase of $0.7 million versus the same period last year, driven by domestic sales. This increase was mostly driven by sales of our infusion products.

Gross Profit

Our gross profit for the three months ended August 31, 2015 and 2014 is as follows:

	Three Months Ended August 31,		Change from Prior Year	
	2015	2014	$	%
Gross Profit	$ 2,006,729	$ 1,636,537	$ 370,192	22.6%
Stated as a Percentage of Net Sales	63.4%	65.3%		

Gross profit increased $0.4 million or 22.6% in the three months ended August 31, 2015, as compared to the same period in 2014. This was mostly driven by the increase in revenue for the quarter. However, stated as a percentage of net sales, our gross profit declined from 65.3% in the three month period ended August 31, 2014 to 63.4% in the three month period ended August 31, 2015. This decline is due to higher cost of goods sold resulting from consulting fees for lean initiatives, which were completed in the quarter and production equipment repairs, maintenance and validation in the three months ended August 31, 2015. Had these costs not been incurred in the quarter our gross profit percentage would have been nearly even with the same period last year. Lean manufacturing is an on-going process of continuous improvement and we anticipate improvements in our gross profit margins during the next six months of our fiscal year. We are showing initial improvements impacting our return on investment, including increased capacity and reductions of assembly labor costs, which are typical for such processes.

Selling, general and administrative and Research and development

Our selling, general and administrative expenses and research and development costs for the three months ended August 31, 2015 and 2014 are as follows:

	Three Months Ended August 31,		Change from Prior Year	
	2015	2014	$	%
Selling, general and administrative	$ 1,391,143	$ 1,088,059	$ 303,084	27.9%
Research and development	38,711	158,424	(119,713)	(75.6)%
	$ 1,429,854	$ 1,246,483	$ 183,371	14.7%
Stated as a Percentage of Net Sales	45.2%	49.8%		

Selling, general and administrative expenses increased $0.3 million during the three months ended August 31, 2015 as compared to the same period last year mostly due to legal fees incurred for our patent litigation, recruiting fees incurred to increase our sales force and regulatory consulting fees incurred for FDA reporting requirements.

Research and development expenses decreased by $0.1 million in the three months ended August 31, 2015 compared to the same period last year mostly due to a reduction in outside consulting services and from attrition in the department. We continue to be committed to our research and development efforts in order to develop new products. We continue to actively pursue new product development and enhance existing product lines based on demand from the marketplace which includes feedback from sales and marketing at RMS and our distributors, the RMS clinical advisory panel, and our strategic business partners. We believe that such efforts have been useful in helping us to maintain our competitive position, increase revenue from our existing customer base and expand our market reach. Although our research and development efforts have allowed us to develop the Freedom60, our HIgH-Flo needle sets, and the FreedomEdge in 2015, there can be no assurance that our research and development will result in additional commercially successful products.

Depreciation and amortization

Depreciation and amortization expense decreased slightly by 1.3% down to $70,094 in the three months ended August 31, 2015 compared with $70,990 in the three months ended August 31, 2014.

Net Income

	Three Months Ended August 31,		Change from Prior Year	
	2015	2014	$	%
Net Income	$ 335,214	$ 202,994	$ 132,220	65.1%
Stated as a Percentage of Net Sales	10.6%	8.1%		

Our net income for the three months ended August 31, 2015 increased $0.1 million or 65.1% compared with the same three months ended August 31, 2014. The improvement in net income is mostly driven by the increase in sales, partially offset by the increase in selling, general and administrative expenses.

Six Months Ended August 31, 2015 compared to August 31, 2014

Net Sales

The following table summarizes our net sales for the six months ended August 31, 2015 and 2014:

	Six Months Ended Aug 31,		Change from Prior Year		% of Sales	
	2015	2014	$	%	2015	2014
Sales						
Domestic	$ 4,665,523	$ 4,279,728	$ 385,795	9.0%	80.5%	83.2%
International	1,131,199	862,147	269,052	31.2%	19.5%	16.8%
Total	$ 5,796,722	$ 5,141,875	$ 654,847	12.7%		

Net sales increased in the six months ended August 31, 2015 by $0.7 million or 12.7% compared to the six months ended August 31, 2014. This increase was mostly driven by sales of our infusion products.

Gross Profit

Our gross profit for the six months ended August 31, 2015 and 2014 is as follows:

	Six Months Ended Aug 31,		Change from Prior Year	
	2015	2014	$	%
Gross Profit	$ 3,524,589	$ 3,162,787	$ 361,802	11.4%
Stated as a Percentage of Net Sales	60.8%	61.5%		

Gross profit increased $0.4 million or 11.4% in the six months ended August 31, 2015 compared to the same period in 2014. This was mostly due to the increase in sales. As a percentage of sales we showed a 0.7 basis point drop mostly due to higher cost of goods sold resulting from consulting fees for lean initiatives, which were completed in the quarter and production equipment repairs, maintenance and validation in the three months ended August 31, 2015. Had these costs not been incurred our gross profit percentage would have been nearly even with the same period last year. Lean manufacturing is an on-going process of continuous improvement and we anticipate improvements in our gross profit margins in the remaining six months of our fiscal year. We are showing initial improvements impacting our return on investment, including increased capacity and reductions of assembly labor costs, which are typical for such processes.

Selling, general and administrative and Research and development

Our selling, general and administrative expenses and research and development costs for the six months ended August 31, 2015 and 2014 are as follows:

	Six Months Ended Aug 31,		Change from Prior Year	
	2015	2014	$	%
Selling, general and administrative	$ 2,869,483	$ 2,182,124	$ 687,359	31.5%
Research and development	92,376	289,820	(197,444)	(68.1)%
	$ 2,961,859	$ 2,471,944	$ 489,915	19.8%
Stated as a Percentage of Net Sales	51.1%	48.1%		

Selling, general and administrative expenses increased $0.7 million during the six months ended August 31, 2015 as compared to the same period last year. The majority of this increase came from a reorganization effort which included a severance charge of $0.2 million and higher salary costs of $0.2 million, recruiting and consulting fees of $0.1 million and $0.2 million of legal fees incurred mostly for our patent litigation.

Research and development expenses decreased by $0.2 million in the six months ended August 31, 2015 compared to the same period last year mostly due to a reduction in outside consulting services and from attrition in the department. We continue to be committed to our research and development efforts in order to develop new products. We continue to actively pursue new product development and enhance existing product lines based on demand from the marketplace which includes feedback from sales and marketing at RMS and our distributors, the RMS clinical advisory panel, and our strategic business partners. We believe that such efforts have been useful in helping us to maintain our competitive position, increase revenue from our existing customer base and expand our market reach. Although our research and development efforts have allowed us to develop the Freedom60, our HIgH-Flo needle sets, and the FreedomEdge in 2015, there can be no assurance that our research and development will result in additional commercially successful products.

Depreciation and amortization

Depreciation and amortization expense increased by 3.2% up to $134,813 in the six months ended August 31, 2015 compared with $130,680 in the six months ended August 31, 2014 as a result of continued investment in capital assets and patents.

Net Income

	Six Months Ended Aug 31,		Change from Prior Year	
	2015	2014	$	%
Net Income	$ 270,574	$ 361,050	$ (90,476)	(25.1)%
Stated as a Percentage of Net Sales	4.7%	7.0%		

Our net income for the six months ended August 31, 2015 was $0.3 million compared with net income of $0.4 million for the six months ended August 31, 2014. This decrease of $0.1 million in net income is mostly the result of the increase in selling, general and administrative expenses of $0.7 million described above, partially offset by increased sales.

LIQUIDITY AND CAPITAL RESOURCES

Our principal source of liquidity is our cash of $3.2 million as of August 31, 2015, and cash flows from operations. Our principal source of operating cash inflows is from sales of our products to customers. Our principal cash outflows relate to the purchase and production of inventory and related costs, selling, general and administrative expenses, research and development costs, capital expenditures and patent costs.

We believe that as of August 31, 2015, cash on hand and cash expected to be generated from future operating activities will be sufficient to fund our operations, including further research and development and capital expenditures for the next 12 months. We believe the FREEDOM60® continues to find a solid following in the subcutaneous immunoglobulin market and this market is expected to continue to increase both domestically and internationally.

On September 30, 2015, RMS's Board of Directors authorized a stock repurchase program pursuant to which the Company will make open market purchases of up to 1,000,000 shares of the Company's Outstanding Common Stock. The purchases will be made through a broker to be designated by the Company with price, timing and volume restrictions based on average daily trading volume, consistent with the safe harbor rules of the Securities and Exchange Commission for such repurchases.

On September 30, 2015, the Board of Directors also approved the 2015 Stock Option Plan authorizing the Company to grant awards to certain employees under the plan at fair market value, subject to shareholder approval. The total number of shares of common stock of the Company, par value $.01 per share ("Common Stock"), with respect to which awards may be granted pursuant to the Plan shall not exceed 2,000,000 shares.

RMS HIgH-Flo™ Subcutaneous Safety Needle Sets have clearance for sale in Europe, Canada and the U.S. We believe that the RMS administration sets represent an improvement in performance and safety over competitive devices on the market. We believe we have sufficient resources to continue marketing the needle sets domestically and internationally.

Cash Flows

The following table summarizes our cash flows:

	Six Months Ended August 31, 2015	Six Months Ended August 31, 2014
Net cash provided by operating activities	$ 704,232	$ 219,996
Net cash used in investing activities	(104,447)	(478,130)
Net cash provided by financing activities	—	273,000

Operating Activities

Net cash provided by operating activities of $0.7 million for the six months ended August 31, 2015, was primarily attributable to our net income of $0.3 million, non-cash charges of $0.1 million for depreciation and amortization of long lived tangible and intangible assets, $14,000 of deferred compensation costs, a reduction of accounts receivable of $0.2 million and an increase in accounts payable and accrued expense of $0.1 million. The increase in inventory levels of $0.1 million in the six months ended August 31, 2015 was also much lower than the $0.6 million in the six months ended August 31, 2014 due to initial increases resulting from our outsourcing of subassemblies for our manufacturing process and increased finished good levels for needle sets in that period. Net cash provided by operating activities of $0.2 million for the six months ended August 31, 2014 was primarily attributable to our net income of $0.4 million, non-cash charges of $0.1 million for depreciation and amortization of long lived tangible and intangible assets and $0.1 million of deferred compensation costs, all offset mostly by an increase in inventory levels of $0.6 million in the period as described above.

Investing Activities

Our net cash used in investing activities was $0.1 million for the six months ended August 31, 2015 and $0.5 million for the six months ended August 31, 2014. The cash used was primarily attributable to capital expenditures and patent costs, of which in the prior year period we opened a second clean room, did facility upgrades and added new production equipment.

OUR PRODUCTS

FREEDOM60 SYRINGE INFUSION SYSTEM

The FREEDOM60 Syringe Infusion System (“FREEDOM60”), comprised of the FREEDOM60 Syringe Infusion Pump and RMS Precision Flow Rate Tubing™, is designed for ambulatory medication infusions. For the home care patient, FREEDOM60 is an easy-to-use lightweight mechanical pump using a 60ml syringe, completely portable and maintenance free, with no batteries to replace. FREEDOM60 offers increased safety, greater reliability and an overall higher quality infusion. For the infusion professional, FREEDOM60 delivers accurate infusion rates and class-leading flow performance. For the home infusion provider, FREEDOM60 can be used in place of electronic and disposable pumps. FREEDOM60s lower acquisition and operating costs free up significant working capital for growing infusion business.

The FREEDOM60 operates in “dynamic equilibrium,” that is, the system finds and maintains a balance between what a patient’s subcutaneous tissues are able to manage and what the pump infuses. This balance is created by a safe, limited, and controlled pressure, which adjusts the flow rate automatically to the patient’s needs providing a reliable, faster, and more comfortable administration with fewer side effects for those patients. Electronic devices will increase infusion pressure while attempting to continue an infusion at the programmed rate, while the FREEDOM60 design maintains a safe constant pressure and thereby automatically reduces the flow rate as required, if problems of administration occur.

Ambulatory infusion pumps are most prevalent in the outpatient and home care market although we believe there is potential in the hospital setting as well. Applications for the FREEDOM60 include the infusion of specialized drugs such as Immunoglobulin G (“IgG”), pain control, and chemotherapy. We are expanding into intravenous antibiotics including the widely used yet challenging to administer Vancomycin, and beta lactams which require longer infusion times as a part of antimicrobial stewardship. We have also found a following for FREEDOM60 for use in treating thalassemia with the drug Desferal®. In Europe, we find additional success in using the FREEDOM60 for pain control, specifically post-operative epidural pain administration.

The FREEDOM60 provides a high-quality delivery to the patient at costs comparable to gravity-driven infusions and is designed for the home health care industry, patient emergency transportation, and for any time a low-cost infusion is required. We continue to meet milestones in building a product franchise with FREEDOM60 and the sale of RMS Precision Flow Rate Tubing. This positions us well to expand on the technology of dynamic equilibrium for other home infusion devices.

The FREEDOM60 use for treatment of primary immune deficiency diseases by administering IgG under the skin has continued to increase during the past year. The FREEDOM60 is the leading pump in the U.S. used to infuse immune globulin medicines such as Hizentra® and Gammagard® under the skin as a subcutaneous administration ("SCIg"). For patients with Primary Immunodeficiency, Multifocal Motor Neuropathy, Idiopathic thrombocytopenic purpura, and Chronic Inflammatory Demyelinating Polyneuropathy, this method has provided vastly improved quality of life with much fewer unpleasant side effects over the traditional intravenous route. There is evidence that indications for SCIg therapy will continue to expand to other disease states. The FREEDOM60 is an ideal system for this administration since the patient is able to self-medicate at home. The pump is easily configured for this application, and the FREEDOM60 is the lowest cost infusion system available in a heavily cost constrained market.

In March, 2015, at the National Home Infusion Association Show in Phoenix, AZ, we introduced the FreedomEdge™ Syringe Infusion Pump ("FreedomEdge"). The FreedomEdge has all the trusted technology of the FREEDOM60 in a new, smaller package for use with 20ml or 30ml syringe sizes, utilizing our existing RMS Precision Flow Rate Tubing. The FreedomEdge is expected to appeal to IgG patients who do not need the larger dose capacity of the FREEDOM60 along with cephalosporin antibiotic infusion, deferoxamine administration, and foreign markets that prefer pumps with a smaller form factor. To date, we have begun shipping the FreedomEdge for product evaluation.

RMS HIGH-FLO™ SUBCUTANEOUS SAFETY NEEDLE SETS

RMS HIgH-Flo Subcutaneous Safety Needle Sets ("HIgH-Flo") are designed for self-administration of medicine under the skin. Our needles feature unique design elements specific to subcutaneous self-administration, including a 5-bevel back-cut needle designed for more comfort and less tissue damage. Our needle set design permits drug flows which are the same or faster than those achieved with larger gauge needles currently on the market. This proprietary hydraulic engineering for compatibility with the FREEDOM60 and FreedomEdge, guarantees the sensitivity of the system's dynamic equilibrium.

Reflecting RMS' dedication to clinician safety, the sets' butterfly wing closures encase needles after use and help to protect against accidental needle stick injuries, an area of concern to the medical community. The sets are called safety needle sets to reflect this safety feature as an integral part of every set.

We expanded the range of HIgH-Flo sets available, including a 24 gauge set for very high flow rates, to meet the delivery demands of new drugs on the market such as Hyqvia®. HIgH-Flo sets are also being used in major clinical trials world-wide.

RES-Q-VAC® PORTABLE MEDICAL SUCTION

The RES-Q-VAC Portable Medical Suction System ("RES-Q-VAC") is a lightweight, portable, hand-operated suction device that removes fluids from a patient's airway by attaching the RES-Q-VAC pump to various proprietary sterile and non-sterile single-use catheters sized for adult and pediatric suctioning. The bottom-hinged one-hand operation makes it extremely effective and the product is generally found in emergency vehicles, hospitals, disaster kits, mass casualty trailers, and wherever portable aspiration is a necessity, including backup support for powered suction systems. Additional markets include nursing homes, hospice, sub-acute, dental and military applications. The Full Stop Protection® filter and disposable features of the RES-Q-VAC reduce the risk of exposing the health professional to human immunodeficiency virus ("HIV") or Tuberculosis ("TB") when suctioning a patient or during post treatment cleanup. All of the parts that connect to the pump are disposable.

A critical component and significant advantage of the RES-Q-VAC system is our Full Stop Protection® filter, a patented filtering system that both prevents leakage and overflow of the aspirated fluids, even at full capacity, and traps many air- and fluid-borne pathogens and potentially infectious materials within the sealable container. This protects users from potential exposure to disease and contamination. Full Stop Protection meets the requirement of the Occupational Safety and Health Administration ("OSHA") 'Occupational Exposure to Blood Borne Pathogens" Code of Federal Regulations 29 1910.1030. The Company has received a letter from OSHA confirming that the RES-Q-VAC with Full Stop Protection falls under the engineering controls of the blood borne pathogen regulation and that the product's use would fulfill the regulatory requirements.

Centers for Disease Control ("CDC") and World Health Organization continue to emphasize the importance of minimizing aerosol production during suctioning, in order to reduce the spread of pandemic and epidemic diseases such as Ebola and Influenza. At the current time, we believe that the RES-Q-VAC with Full Stop Protection is the only portable, hand-operated device to comply with CDC directives from 2003.

Hospitals are required under the Emergency Medical Treatment and Labor Act ("EMTALA") regulations to provide emergency treatment to patients anywhere in the primary facility and up to 250 yards away. The RES-Q-VAC ensures full compliance with these regulations and helps minimize unfavorable outcomes and potential lawsuits. We provide special hospital kits, which are fully stocked to meet all hospital applications, both adult and pediatric.

We continue actively pursuing a direct sales effort into the hospital market working with direct sales and several regional distributors in the respiratory market. We also work internationally with distributors who are well represented in the hospital and emergency markets.

COMPETITION

The FREEDOM60

Competition for the FREEDOM60 for IgG includes electrically powered infusion devices, which are more costly and can create high pressures during delivery, which can cause complications for the administration of IgG. However, there can be no assurance that other companies, including those with greater resources, will not enter the market with competitive products which will have an adverse effect on our sales.

There is the potential for new drugs to enter the market which might change the market conditions for devices such as the FREEDOM60 and RMS HIgH-Flo Subcutaneous Safety Needle Sets (e.g. Hyaluronidase, which can facilitate absorption of IgG, making multiple site infusions unnecessary). We believe dynamic equilibrium (the principle behind the FREEDOM60) is ideal for new drug combinations, and that they might increase the size of the subcutaneous market, but there can be no assurance that newer drugs will have the same needs and requirements as the current drugs being used.

We are currently involved in legal proceedings with a competitor who has been offering accessories that can be used with the FREEDOM60 (see Item 1 – Legal Proceedings).

The RES-Q-VAC

We believe that the RES-Q-VAC is currently the performance leader for manual, portable suction instruments. In the hospital market, standard electric powered suction often creates a reliability disadvantage. For outpatient and rehabilitation use, RES-Q-VAC is lighter and quieter than electric units, and offers tactile feedback which is not found in electric suction.

For emergency services we believe that Full Stop Protection substantially separates the RES-Q-VAC from competitive manually operated units, which tend to leak fluid when becoming full or could pass airborne pathogens during use. There is a heightened concern from health care professionals concerning exposure to disease and we believe the RES-Q-VAC provides improved protection for these users.

RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS

In July 2015, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2015-11—Simplifying the Measurement of Inventory. The ASU was issued as part of the FASB's simplification initiative and under the ASU, inventory is measured at the lower of cost and net realizable value, which would eliminate the other two options that currently exist for the market: (1) replacement cost and (2) net realizable value less an approximately normal profit margin. This ASU is effective for interim and annual periods beginning after December 15, 2016. Early application is permitted and should be applied prospectively. The Company is assessing the impact of the adoption of the ASU on its financial statements.

In May 2014, FASB issued ASU No. 2014-09—Revenue from Contracts with Customers. The ASU clarifies the principles for recognizing revenue and develops a common revenue standard for U.S. GAAP and International Financial Reporting Standards ("IFRS") that removes inconsistencies and weaknesses in revenue requirements, provides a more robust framework for addressing revenue issues, improves comparability of revenue recognition practices across entities, industries, jurisdictions and capital markets, provides more useful information to users of the financial statements through improved disclosure requirements and simplifies the preparation of financial statements by reducing the number of requirements to which an entity must refer. The amendments in this update are effective for the annual reporting periods beginning after December 15, 2016, including interim periods within that reporting period. Full or modified retrospective adoption is required and early application is not permitted. On July 9, 2015, the FASB issued ASU No. 2015-14 Revenue from Contracts with Customers (Topic 606); Deferral of the Effective Date, which (a) delays the effective date of ASU 2014-09, Revenue from Contracts with Customers (Topic 606), by one year to annual periods beginning after December 15, 2017 and (b) allows early adoption of the ASU by all entities as of the original effective date for public entities. The Company is assessing the impact of the adoption of the ASU on its financial statements, disclosure requirements and methods of adoption.

PART I – ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK.

Not Applicable.

PART I – ITEM 4. CONTROLS AND PROCEDURES.

The Company's management, including the Company's Principal Executive Officer and Chief Financial Officer, have evaluated the effectiveness of the Company's disclosure controls and procedures as such is defined in Rule 13a-15(e) promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Based upon their evaluations, the Principal Executive Officer and Chief Financial Officer concluded that, as of the end of the period covered by this report, the Company's disclosure controls and procedures were effective for the purpose of ensuring that the information required to be disclosed in the reports that the Company files or submits under the Exchange Act with the Securities and Exchange Commission (the "SEC") (1) is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms and (2) is accumulated and communicated to the Company's management, including its Principal Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure.

There have been no changes in the Company's internal control over financial reporting during the quarter ended August 31, 2015, that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II – OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS.

In 2013 we commenced in the Eastern District of California a declaratory judgment action to establish the invalidity of a competitor's patent and non-infringement of the Company's needle sets. The defendant answered the complaint and asserted infringement and unfair business practice counterclaims. We responded by asserting our own unfair business practice claims against the competitor defendant. On June 16, 2015, the Court issued what it termed a "narrow" preliminary injunction against the Company from making certain statements regarding certain competitor products. The Company is complying with that order. Discovery is ongoing.

On June 25, 2015, the competitor filed a claim of patent infringement, also directed to the Company's needle sets, in the Eastern District of Texas. This patent is related to the one concerning the Company's declaratory judgment action. The Company has not yet answered or otherwise responded to the complaint in the latter filed case.

On September 11, 2015, the Company requested an *ex parte* reexamination of the patent in the first filed case, and on September 17, 2015 the Company requested an *inter partes* review of the patent in the second filed case. Decisions on whether those requests will result in formal patent proceedings are expected within three (3) and six (6) months, respectively.

Although the Company believes it has meritorious claims and defenses in these litigations and proceedings, their outcome cannot be predicted with any certainty.

ITEM 1A. RISK FACTORS.

Not required for smaller reporting companies.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS.

On September 30, 2015, RMS's Board of Directors authorized a stock repurchase program pursuant to which the Company will make open market purchases of up to 1,000,000 shares of the Company's Outstanding Common Stock. The purchases will be made through a broker to be designated by the Company with price, timing and volume restrictions based on average daily trading volume, consistent with the safe harbor rules of the Securities and Exchange Commission for such repurchases.

On September 30, 2015, the Board of Directors also approved the 2015 Stock Option Plan authorizing the Company to grant awards to certain employees under the plan at fair market value, subject to shareholder approval. The total number of shares of common stock of the Company, par value $.01 per share ("Common Stock"), with respect to which awards may be granted pursuant to the Plan shall not exceed 2,000,000 shares.

On December 20, 2013, we executed an agreement effective March 1, 2014, with a Company director, Dr. Mark Baker, to provide clinical research and support services related to new and enhanced applications for the FREEDOM60® Syringe Infusion System. Authorized by the Board of Directors, the agreement provides for payment of 420,000 shares of common stock valued at $0.20 per share over a three-year period.

On August 8, 2014, we executed an agreement with Horton Capital Partners Fund, an institutional investor based in Philadelphia, PA, to sell one million shares of our common stock and warrants to purchase an additional one million shares of common stock at an exercise price of $0.45 per share. The aggregate purchase price was $288,000.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES.

None.

ITEM 4. MINE SAFETY DISCLOSURES.

Not applicable.

ITEM 5. OTHER INFORMATION.

None.

ITEM 6. EXHIBITS.

4.1 Stock Option Agreement

4.2 2015 Stock Option Plan

31.1 Certification of Principal Executive Officer Pursuant to Section 302 of Sarbanes-Oxley Act 2002

31.2 Certification of Chief Financial Officer Pursuant to Section 302 of Sarbanes-Oxley Act 2002

32.1 Certification of Principal Executive Officer Pursuant to Section 906 of the Sarbanes-Oxley Act 2002

32.2 Certification of Chief Financial Officer Pursuant to Section 906 of the Sarbanes-Oxley Act 2002

101* Interactive Data Files of Financial Statements and Notes.

* In accordance with Regulation S-T, the Interactive Data Files in Exhibit 101 to the Quarterly Report on Form 10-Q shall be deemed “furnished” and not “filed”.

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 thereunto duly authorized.

REPRO MED SYSTEMS, INC.

October 2, 2015 /s/ Andrew I. Sealfon
Andrew I. Sealfon, President, Chairman of the Board, Director, Principal Executive Officer

October 2, 2015 /s/ Karen Fisher
Karen Fisher, Chief Financial Officer and Treasurer

EXHIBIT 4.1

INCENTIVE STOCK OPTION AGREEMENT

INCENTIVE STOCK OPTION AGREEMENT dated _____, 2015, between **REPRO MED SYSTEMS, INC.**, a New York corporation (the "Company"), and _____ (the "Employee"), residing at _____.

WHEREAS, the Company is of the opinion that its interests will be advanced by encouraging and enabling key employees of the Company to acquire Common Stock, par value $.01 per share, of the Company ("Common Stock") through stock options in the manner contemplated by the Internal Revenue Code, and believes that the granting of such options will stimulate the efforts of the key employees, strengthen their desire to remain with the Company, provide them with a more direct interest in its welfare, and assure a closer identification between them and the Company; and to that end the Company duly adopted the 2015 Stock Option Plan of REPRO MED SYSTEMS, INC. ("Plan"), and the Stock Option Committee ("Committee") appointed to administer the Plan has determined that it is in furtherance of the objectives of the Plan to grant an option to the Employee to purchase the number of shares of Common Stock of the Company hereinafter set forth; and

WHEREAS, it is the intention of the Committee that said option qualify as an incentive stock option entitled to special tax treatment for qualified stock options under Section 421(a) of the Internal Revenue Code;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, and other good and valuable consideration, the parties hereto agree as follows:

1. Subject to shareholder approval of the Plan as hereinafter provided, the Company hereby grants to the Employee, as a matter of incentive and to encourage stock ownership in the Company, and not in lieu of, or to provide an increase in, any salary or other compensation for his services, the right and option to purchase, on the terms and conditions hereinafter set forth, _____ shares of Common Stock, at the purchase price of $_____ per share, exercisable as hereinafter stated during the [three] year period commencing [two] years from the date of this option agreement and terminating on the date hereinafter stated (the "Option Period"); provided, however, that such number of shares and/or option price is subject to adjustment as provided in Section 6 of this Agreement. No fewer than 100 shares may be purchased at any one time unless the number purchased is the total number at the time purchasable under the option, and provided further that this option may not be exercised in whole or in any part while there is "outstanding" any other "qualified stock option" or "restricted stock option" (as those terms are defined in the Internal Revenue Code) which was granted, before the date of this option agreement, to the Employee to purchase stock in the Company at a price (determined as of the date of grant of this option) higher than the option price of this option. This option shall terminate on the fifth anniversary of the date hereof or on such earlier date as may be provided herein or fixed pursuant hereto, and shall not be exercisable thereafter either by the Employee or his legal representatives.

2. **(a)** This option, and any part thereof, may be exercised only by the giving of written notice of exercise to the [CEO or CFO?] of the Company, specifying the number of whole shares to be purchased and accompanied by payment in cash of the aggregate purchase price of the number of shares purchased; such exercise shall be effective upon the receipt of such written notice and payment by the Company. The option shall be so exercised during the Employee's lifetime only by the Employee and after his death only by his legal representatives, and not otherwise.

(b) With the consent of the Committee, as an alternative to cash, payment upon exercise may be made by delivery of shares of Common Stock of the Company acquired at least six months prior to the option exercise date and having a Fair Market Value (as defined in the Plan and determined as of the exercise date) equal to all or part of the option exercise price and a certified or official bank check (or the equivalent thereof acceptable to the Company) for any remaining portion of the full option exercise price

3. Neither the Employee nor his legal representatives shall be or have any rights or privileges of a shareholder of the Company in respect of any of the shares issuable upon exercise of this option unless and until a certificate or certificates for such shares shall have been issued upon the exercise of the option.

4. Except in the event of the death of the Employee, this option may only be exercised while the Employee is in the employ of the Company, or within the three-month period following termination of employment. Employee shall be deemed to be in the employ of the Company during any period of military, sick leave or other leave of absence meeting the requirements of Section 1.421-7(h)(2) of the Federal Income Tax Regulations, or similar or successor section. In such case, the earlier date on which any portion of the option is exercisable may be deferred by the Committee for a period of time not exceeding the number of days of such military, sick leave or other leave of absence. Except in the event of the death of the Employee, as soon as the Employee shall for any reason cease to be employed by the Company, this option will terminate to the extent that it has not be previously exercised. No change of employment will affect this option so long as the Employee continues to be an employee of the Company. In the event that the employment of the Employee is terminated by the death of the Employee after the commencement of the Option Period, his legal representatives shall have the privilege, for a period of one year after his death, but only during the Option Period, to purchase the aggregate number of shares that remain subject to exercise under this option agreement.

5. Except as herein otherwise provided, the option, rights, and privileges conferred by this option agreement shall not be transferred, assigned, pledged, or hypothecated in any way (whether by operation of law or otherwise) and shall not be subject to execution, attachment, or similar process. Upon any attempt so to transfer, assign, pledge, hypothecate, or otherwise dispose of the option, or of any right or privilege conferred hereby, contrary to the provisions hereof, or upon the levy of an attachment or similar process upon the rights and privileges conferred hereby shall immediately become null and void.

6. In the event of any change in the outstanding Common Stock by reason of a stock dividend, recapitalization, merger, consolidation, split-up, combination, exchange of shares, or the like, the number and class of shares subject to this option and the purchase price thereof shall be appropriately adjusted by the Committee, whose determination shall be conclusive, and if, in connection with any merger, consolidation, or sale or transfer by the Company of substantially all of its assets, this option is not assumed by the surviving corporation or the purchaser, the date of termination of the option granted hereby and the date on which any portion of this option, not then exercisable, may be exercise shall be advanced to a date to be fixed by the Committee, which date may be not more than fifteen days prior to such merger, consolidation, or sale or transfer.

7. The Company shall not be required to issue or deliver any certificate or certificates for shares of its Common Stock purchased upon the exercise of any part of the option granted hereby prior to (a) the admission of such shares to listing on any stock exchange on which the Common Stock may then be listed, (b) the completion of any registration or any other qualification of such shares under any State or Federal law or rules or regulations of any governmental regulatory body that the Committee shall, in its sole discretion, determine to be necessary or advisable, and (c) the obtaining of any approval or other clearance from any governmental regulatory body that the Committee shall, in its sole discretion, determine to be necessary or advisable. The Company shall make reasonable efforts to take all such steps as may be required by law and applicable regulations, including rules and regulations of the Securities and Exchange Commission, and any stock exchange on which the shares may then be listed, in connection with the issuance or sale of any shares purchased upon the exercise of such option or the listing of such shares on said exchange.

8. At the time of exercise, the Employee or his legal representatives may be required, upon the exercise of any portion of the option, to represent that any and all shares of Common Stock purchased upon the exercise of the option granted hereby shall be acquired for investment and not with a view to, or for sale in connection with, any distribution thereof, and, if so required, each notice of the exercise of any portion of the option shall be accompanied by a representation in writing signed by him or his legal representatives, as the case may be, that such shares are being acquired in good faith for investment and not with a view to, or for sale in connection with, any distribution thereof (except in the case of the Employee's legal representatives, legatees, or other testamentary beneficiaries).

9. Any notice to be given to the Company shall be addressed to the [CEO or CFO?] of the Company at its executive offices, and any notice addressed to the Employee shall be addressed to the Employee at his address set forth above, or such other address as either party may hereafter designate in writing to the above. Any such notice shall be given by first class, postage prepaid mail.

10. Noting herein contained shall confer on the Employee any right to continue in the employ of the Company or any of its subsidiaries or shall interfere in any way with the right of the Company and/or its subsidiaries to terminate the Employee's employment or change his responsibilities, duties, or compensation at any time.

11. This option is granted in pursuant of the Plan and is subject to the terms and provisions thereof.

12. If the Plan shall not be duly approved by the Company's shareholders prior to the first anniversary of adoption of the Plan by the Company, as provided in Section 3.13.1 of the Plan, this option shall be null and void as if never executed, and the Employee shall have no rights hereunder.

13. This Agreement shall be binding upon and inure to the benefit of the parties hereto and any successors to the business of the Company, but neither this Agreement nor any rights hereunder shall be assignable by the Employee.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

REPRO MED SYSTEMS, INC.

By: _____

ACCEPTED BY:

_____

Employee

EXHIBIT 4.2

REPRO MED SYSTEMS, INC.
2015 STOCK OPTION PLAN

TABLE OF CONTENTS

ARTICLE I
GENERAL

1.1. Purpose

The purpose of the Repro Med Systems, Inc. 2015 Stock Option Plan (the "Plan") is to provide for officers and other employees (including directors who are employees) of, and consultants to, Repro Med Systems, Inc. (the "Company") an incentive (a) to enter into and remain in the service of the Company, (b) to enhance the long-term performance of the Company, and (c) to acquire a proprietary interest in the success of the Company.

1.2. Administration

1.2.1. Subject to Section 1.2.6, the Plan shall be administered by the Stock Option Committee (the "Committee") of the board of directors of the Company (the "Board"), which shall consist of not less than two directors and to which the Board shall grant power to authorize the issuance of the Company's capital stock pursuant to awards granted under the Plan. The members of the Committee shall be appointed by, and serve at the pleasure of, the Board. To the extent required for transactions under the Plan to qualify for the exemptions available under Rule 16b-3 ("Rule 16b-3") promulgated under the Securities Exchange Act of 1934 (the "1934 Act"), no person may serve on the Committee if, during the year preceding such service, he was granted or awarded equity securities of the Company (including options on such securities) under the Plan or any other plan of the Company or any affiliate thereof, except that members of the Committee may be awarded options pursuant to the Company's Non Employee Directors' Option Plan.

1.2.2. The Committee shall have the authority (a) to exercise all of the powers granted to it under the Plan, (b) to construe, interpret and implement the Plan and any Plan Agreements executed pursuant to Section 2.1, (c) to prescribe, amend and rescind rules and regulations relating

to the Plan, including rules governing its own operations, (d) to make all determinations necessary or advisable in administering the Plan, (e) to correct any defect, supply any omission and reconcile any in consistency in the Plan, and (f) to amend the Plan to reflect changes in applicable law and to enable all incentive stock options to qualify as intended in Section 1.6.2. Actions of the Committee shall be taken by the vote of a majority of its members. Any action may be taken by a written instrument signed by a majority of the Committee members, and action so taken shall be fully as effective as if it had been taken by a vote at a meeting.

1.2.3. The determination of the Committee on all matters relating to the Plan or any Plan Agreement shall be final, binding and conclusive.

1.2.4. No member of the Committee shall be liable for any action or determination made in good faith with respect to the Plan or any award thereunder.

1.2.5. Notwithstanding anything to the contrary contained herein: (a) until the Board shall appoint the members of the Committee, the Plan shall be administered by the Board; and (b) the Board may, in its sole discretion, at any time and from time to time, resolve to administer the Plan. In either of the foregoing events, the term "Committee" as used herein shall be deemed to mean the Board.

1.3. Persons Eligible for Awards

Awards under the Plan may be made to such officers, directors, and executive, administrative, technical or professional employees of the Company, and to such consultants to the Company (collectively, "key persons") as the Committee shall in its sole discretion select.

1.4. Types of Awards Under Plan

Awards may be made under the Plan in the form of (a) incentive stock options and (b) non-qualified stock options. The term "award" means either of the foregoing. No incentive stock option may be granted to a person who is not an employee of the Company on the date of grant.

1.5. Shares Available for Awards

1.5.1. The total number of shares of common stock of the Company, par value $.01 per share ("Common Stock"), with respect to which awards may be granted pursuant to the Plan shall not exceed 2,000,000 shares. Such shares may be authorized but unissued Common Stock or authorized and issued Common Stock held in the Company's treasury or acquired by the Company for the purposes of the Plan. The Committee may direct that any stock certificate evidencing shares issued pursuant to the Plan shall bear a legend setting forth such restrictions on transferability as may apply to such shares pursuant to the Plan.

1.5.2. If there is any change in the outstanding shares of Common Stock by reason of a stock dividend or distribution, stock split-up, recapitalization, combination or exchange of shares, or by reason of any merger, consolidation, spinoff or other corporate reorganization in which the Company is the surviving corporation, the number of shares available for issuance both in the aggregate and with respect to each outstanding award, and the purchase price per share under outstanding awards, shall be equitably adjusted by the Committee, whose determination shall be final, binding and conclusive. After any adjustment made pursuant to this Section 1.5.2, the number of shares subject to each outstanding award shall be rounded to the nearest whole number.

1.5.3. The following shares of Common Stock shall again become available for awards under the Plan: any shares subject to an award under the Plan that remain unissued upon

the cancellation or termination of such award for any reason whatsoever. Except as provided in this Section 1.5 and in Section 2.2.5, there shall be no limit on the number or the value of the shares of Common Stock issuable to any individual under the Plan.

1.6. Definitions of Certain Terms

1.6.1. The "Fair Market Value" of a share of Common Stock on any day shall be determined as follows.

(a) If the principal market for the Common Stock (the "Market") is a national securities exchange or the NASDAQ National Market System ("NMS"), the last sale price or, if no reported sales take place on the applicable date, the average of the high bid and low asked price of Common Stock as reported for such Market on such date or, if no such quotation is made on such date, on the next preceding day on which there were quotations, provided that such quotations shall have been made within the ten (10) business days preceding the applicable date;

(b) If the Market is the NASDAQ Capital Market, the OTCQX operated by OTC Markets Group or another market, the average of the high bid and low asked price for Common Stock on the applicable date, or, if no such quotations shall have been made on such date, on the next preceding day on which there were quotations, provided that such quotations shall have been made within the ten (10) business days preceding the applicable date; or,

(c) In the event that neither paragraph (a) nor (b) shall apply, the Fair Market Value of a share of Common Stock on any day shall be determined by the Committee.

1.6.2. The term "incentive stock option" means an option that is intended to qualify for special federal income tax treatment pursuant to sections 421 and 422 of the Internal Revenue Code of 1986 (the "Code"), as now constituted or subsequently amended, or pursuant to a successor

provision of the Code, and which is so designated in the applicable Plan Agreement. Any option that is not specifically designated as an incentive stock option shall under no circumstances be considered an incentive stock option. Any option that is not an incentive stock option is referred to herein as a "non qualified stock option."

1.6.3. The term "employment" means, in the case of a grantee of an award under the Plan who is not an employee of the Company, the grantee's association with the Company as a consultant or otherwise.

1.6.4. A grantee shall be deemed to have a "termination of employment" upon ceasing to be employed by the Company and all of its subsidiaries or by a corporation assuming awards in a transaction to which section 425(a) of the Code applies. The Committee may in its discretion determine (a) whether any leave of absence constitutes a termination of employment for purposes of the Plan, (b) the impact, if any, of any such leave of absence on awards theretofore made under the Plan, and (c) when a change in a non-employee's association with the Company constitutes a termination of employment for purposes of the Plan. The Committee shall have the right to determine whether the termination of a grantee's employment is a dismissal for cause and the date of termination in such case, which date the Committee may retroactively deem to be the date of the action that is cause for dismissal. Such determinations of the Committee shall be final, binding and conclusive.

1.6.5. The terms "parent corporation" and "subsidiary corporation" have the meanings given them in section 425(e) and (f) of the Code, respectively.

ARTICLE II
AWARDS UNDER THE PLAN

2.1. Agreements Evidencing Awards

Each award granted under the Plan shall be evidenced by a written agreement ("Plan Agreement") which shall contain such provisions as the Committee may in its sole discretion deem necessary or desirable. By accepting an award pursuant to the Plan, a grantee thereby agrees that the award shall be subject to all of the terms and provisions of the Plan and the applicable Plan Agreement.

2.2. Grant of Stock Options

2.2.1. The Committee may grant incentive stock options and non qualified stock options (collectively, "options") to purchase shares of Common Stock from the Company, to such key persons, and in such amounts and subject to such terms and conditions, as the Committee shall determine in its sole discretion, subject to the provisions of the Plan.

2.2.2. Each Plan Agreement with respect to an option shall set forth the amount (the "option exercise price") payable by the grantee to the Company upon exercise of the option evidenced thereby. The option exercise price per share shall be determined by the Committee in its sole discretion; provided, however, that the option exercise price of an incentive stock option shall be at least 100% of the Fair Market Value of a share of Common Stock on the date the option is granted, and provided further that in no event shall the option exercise price be less than the par value of a share of Common Stock.

2.2.3. Each Plan Agreement with respect to an option right shall set forth the periods during which the award evidenced thereby shall be exercisable, whether in whole or in part. Such

periods shall be determined by the Committee in its sole discretion; provided, however, that no incentive stock option shall be exercisable more than 10 years after the date of grant.

2.2.4. The Committee may in its sole discretion include in any Plan Agreement with respect to an option (the "original option") a provision that an additional option (the "additional option") shall be granted to any grantee who, pursuant to Section 2.3.5(b), delivers shares of Common Stock in partial or full payment of the exercise price of the original option. The additional option shall be for a number of shares of Common Stock equal to the number thus delivered, shall have an exercise price equal to the Fair Market Value of a share of Common Stock on the date of exercise of the original option, and shall have an expiration date no later than the expiration date of the original option. In the event that a Plan Agreement provides for the grant of an additional option, such Agreement shall also provide that the exercise price of the original option be no less than the Fair Market Value of a share of Common Stock on its date of grant, and that any shares that are delivered pursuant to Section 2.3.5(b) in payment of such exercise price shall have been held for at least six months.

2.2.5. To the extent that the aggregate Fair Market Value (determined as of the time the option is granted) of the stock with respect to which incentive stock options are first exercisable by any employee during any calendar year shall exceed $100,000, or such higher amount as may be permitted from time to time under section 422 of the Code, such options shall be treated as non qualified stock options.

2.2.6. Notwithstanding the provisions of Sections 2.2.2 and 2.2.3, an incentive stock option may not be granted under the Plan to an individual who, at the time the option is granted, owns stock possessing more than 10% of the total combined voting power of all classes of stock of

his employer corporation or of its parent or subsidiary corporations (as such ownership may be determined for purposes of section 422(b)(6) of the Code).

2.3. Exercise of Options

2.3.1. Subject to the provisions of this Article II, each option granted under the Plan shall be exercisable, as determined by the Committee at the time of grant of the option.

2.3.2. Unless the applicable Plan Agreement otherwise provides, once an installment becomes exercisable, it shall remain exercisable until expiration, cancellation or termination of the award.

2.3.3. Unless the applicable Plan Agreement otherwise provides, an option right may be exercised from time to time as to all or part of the shares as to which such award is then exercisable.

2.3.4. An option shall be exercised by the filing of a written notice with the Company, on such form and in such manner as the Committee shall in its sole discretion prescribe.

2.3.5. Any written notice of exercise of an option shall be accompanied by payment for the shares being purchased. Such payment shall be made: (a) by certified or official bank check (or the equivalent thereof acceptable to the Company) for the full option exercise price; or (b) with the consent of the Committee, by delivery of shares of Common Stock acquired at least six months prior to the option exercise date and having a Fair Market Value (determined as of the exercise date) equal to all or part of the option exercise price and a certified or official bank check (or the equivalent thereof acceptable to the Company) for any remaining portion of the full option exercise price; or (c) at the discretion of the Committee and to the extent permitted by law, by such other provision, consistent with the terms of the Plan, as the Committee may from time to time prescribe.

2.3.6. Promptly after receiving payment of the full option exercise price, the Company shall, subject to the provisions of Section 3.2, deliver to the grantee or to such other person as may then have the right to exercise the award, a certificate or certificates for the shares of Common Stock for which the award has been exercised. If the method of payment employed upon option exercise so requires, and if applicable law permits, an Optionee may direct the Company to deliver the certificate(s) to the optionees stockbroker.

2.3.7. No grantee of an option right (or other person having the right to exercise such award) shall have any of the rights of a stockholder of the Company with respect to shares subject to such award until the issuance of at stock certificate to such person for such shares. Except as otherwise provided in Section 1.5.2, no adjustment shall be made for dividends, distributions or other rights (whether ordinary or extraordinary, and whether in cash, securities or other property) for which the record date is prior to the date such stock certificate is issued.

2.4. Termination of Employment: Death

2.4.1. Except to the extent otherwise provided in Section 2.4.2 or 2.4.3 or in the applicable Plan Agreement, all options not theretofore exercised shall terminate upon termination of the grantee's employment for any reason (including death).

2.4.2. If a grantee's employment terminates for any reason other than death or dismissal for cause, the grantee may exercise any outstanding option or stock appreciation right on the following terms and conditions: (a) exercise may be made only to the extent that the grantee was entitled to exercise the award on the date of employment termination; and (b) exercise must occur within three months after employment terminates, except that the three-month period shall be increased to one year if the termination is by reason of disability, but in no event after the expiration

date of the award as set forth in the Plan Agreement. In the case of an incentive stock option, the term "disability" for purposes of the preceding sentence shall have the meaning given to it by section 422(c)(7) of the Code.

2.4.3. If a grantee dies while employed by the Company or any subsidiary, or after employment termination but during the period in which the grantee's awards are exercisable pursuant to Section 2.4.2, any outstanding option shall be exercisable on the following terms and conditions: (a) exercise may be made only to the extent that the grantee was entitled to exercise the award on the date of death; and (b) exercise must occur by the earlier of the first anniversary of the grantee's death or the expiration date of the award. Any such exercise of an award following a grantee's death shall be made only by the grantee's executor or administrator, unless the grantee's will specifically disposes of such award, in which case such exercise shall be made only by the recipient of such specific disposition. If a grantee's personal representative or the recipient of a specific disposition under the grantee's will shall be entitled to exercise any award pursuant to the preceding sentence, such representative or recipient shall be bound by all the terms and conditions of the Plan and the applicable Plan Agreement which would have applied to the grantee including, without limitation, the provisions of Sections 3.2 and 3.7 hereof.

ARTICLE III
MISCELLANEOUS

3.1. Amendment of the Plan: Modification of Awards

3.1.1. The Board may from time to time suspend, discontinue, revise or amend the Plan in any respect whatsoever, except that no such amendment shall materially impair any rights or materially increase any obligations under any award theretofore made under the Plan without the consent of the grantee (or, upon the grantee's death, the person having the right to exercise the award). For purposes of this Section 3.1, any action of the Board or the Committee that alters or affects the tax treatment of any award shall not be considered to materially impair any rights of any grantee.

3.1.2. Shareholder approval shall be required with respect to any amendment which: (a) increases the aggregate number of shares which may be issued pursuant to incentive stock options or changes the class of employees eligible to receive such options; or (b) materially increases the benefits under the Plan to persons whose transactions in Common Stock are subject to Section 16(b) of the 1934 Act, materially increases the number of shares which may be issued to such persons, or materially modifies the eligibility requirements affecting such persons.

3.1.3. The Committee may amend any outstanding Plan Agreement, including, without limitation, by amendment which would (a) accelerate the time or times at which the award becomes unrestricted, or (b) waive or amend any goals, restrictions or conditions set forth in the Agreement, or (c) extend the scheduled expiration date of the award. However, any such cancellation or amendment that materially impairs the rights or materially increases the obligations of a grantee under an outstanding award shall be made only with the consent of the grantee (or, upon the grantee's death, the person having the right to exercise the award).

3.2. Restrictions

3.2.1. If the Committee shall at any time determine that any Consent (as hereinafter defined) is necessary or desirable as a condition of, or in connection with, the granting of any award under the Plan, the issuance or purchase of shares, or the taking of any other action thereunder (each such action being hereinafter referred to as a "Plan Action"), then such Plan Action shall not be taken, in whole or in part, unless and until such Consent shall have been effected or obtained to the full satisfaction of the Committee.

3.2.2. The term "Consent" as used herein with respect to any Plan Action means (a) any and all listings, registrations or qualifications in respect thereof upon any securities exchange or under any federal, state or local law, rule or regulation, (b) any and all written agreements and representations by the grantee with respect to the disposition of shares, or with respect to any other matter, which the Committee shall deem necessary or desirable to comply with the terms of any such listing, registration or qualification or to obtain an exemption from the requirement that any such listing, qualification or registration be made and (c) any and all consents, clearances and approvals in respect of a Plan Action by any governmental or other regulatory bodies.

3.3. Nonassignability

No award or right granted to any person under the Plan or under any Plan Agreement shall be assignable or transferable other than by will or by the laws of descent and distribution. All rights granted under the Plan or any Plan Agreement shall be exercisable during the life of the grantee only by the grantee or the grantee's legal representative.

3.4. Requirement of Notification of Election Under Section 83(b) of the Code

If any grantee shall, in connection with the acquisition of shares of Common Stock under the Plan, make the election permitted under section 83(b) of the Code (i.e., an election to include in gross income in the year of transfer the amounts specified in section 83(b)), such grantee shall notify the Company of such election within 10 days of filing notice of the election with the Internal Revenue Service, in addition to any filing and notification required pursuant to regulations issued under the authority of Code Section 83(b).

3.5. Requirement of Notification Upon Disqualifying Disposition Under Section 421(b) of the Code.

Each Plan Agreement with respect to an incentive stock option shall require the grantee to notify the Company of any disposition of shares of Common Stock issued pursuant to the exercise of such option under the circumstances described in section 421(b) of the Code (relating to certain disqualifying dispositions), within 10 days of such disposition.

3.6. Withholding Taxes

Whenever shares of Common Stock are to be delivered pursuant to an award under the Plan, the Company shall be entitled to require as a condition of delivery that the grantee remit to the Company an amount sufficient in the opinion of the Company to satisfy all federal, state and other governmental tax withholding requirements related thereto. With the approval of the Committee, which it shall have sole discretion to grant, the grantee may satisfy the foregoing condition by electing to have the Company withhold from delivery shares having a value equal to the amount of tax to be withheld. Such shares shall be valued at their Fair Market Value on the date as of which the amount of tax to be withheld is determined (the "Tax Date"). Fractional share amounts shall be settled in cash. Such a withholding election may be made with respect to all or any portion of the

shares to be delivered pursuant to an award. To the extent required for such a withholding of stock to qualify for the exemption available under Rule 16b-3, such an election by a grantee whose transactions in Common Stock are subject to Section 16(b) of the 1934 Act shall be: (a) subject to the approval of the Committee in its sole discretion; (b) irrevocable; (c) made no sooner than six months after the grant of the award with respect to which the election is made; and (d) made at least six months prior to the Tax Date unless such withholding election is in connection with exercise of an option and both the election and the exercise occur prior to the Tax Date in a "window period" of 10 business days beginning on the third day following release of the Company's quarterly or annual summary statement of sales and earnings.

3.7. Change in Control

3.7.1. For purposes of this Section 3.7, a "Change In Control" shall be deemed to have occurred upon the happening of any of the following events: (a) any "person," including a "group," as such terms are defined in Sections 13(d) and 14(d) of the 1934 Act and the rules promulgated thereunder, becomes the beneficial owner, directly or indirectly, whether by purchase or acquisition or agreement to act in concert or otherwise, of 15% or more of the outstanding shares of Common Stock of the Company; (b) a cash tender or exchange offer for 50% or more of the outstanding shares of Common Stock of the Company is commenced; (c) the shareholders of the Company approve an agreement to merge, consolidate, liquidate, or sell all or substantially all of the assets of the Company; or (d) two or more directors are elected to the Board without having previously been nominated and approved by the members of the Board incumbent on the day immediately preceding such election.

3.7.2. Upon the happening of a Change in Control:

(a) to the extent permitted by law, the Committee may, in its sole discretion, amend any Plan Agreement in such manner as it deems appropriate.

3.7.3. Whenever deemed appropriate by the Committee, any action referred to in Section 3.7.2(a) may be made conditional upon the consummation of the applicable Change in Control transaction.

3.8. Right of Discharge Reserved

Nothing in the Plan or in any Plan Agreement shall confer upon any grantee the right to continue in the employ of the Company or affect any right which the Company may have to terminate such employment.

3.9. Nature of Payments

3.9.1. Any and all grants of awards and issuances of shares of Common Stock under the Plan shall be in consideration of services performed for the Company by the grantee.

3.9.2. All such grants and issuances shall constitute a special incentive payment to the grantee and shall not be taken into account in computing the amount of salary or compensation of the grantee for the purpose of determining any benefits under any pension, retirement, profit-sharing, bonus, life insurance or other benefit plan of the Company or under any agreement between the Company and the grantee, unless such plan or agreement specifically provides otherwise.

3.10. Non-Uniform Determinations

The Committee's determinations under the Plan need not be uniform and may be made by it selectively among persons who receive, or are eligible to receive, awards under the Plan (whether or

not such persons are similarly situated). Without limiting the generality of the foregoing, the Committee shall be entitled, among other things, to make non-uniform and selective determinations, and to enter into non-uniform and selective Plan agreements, as to (a) the persons to receive awards under the Plan, (b) the terms and provisions of awards under the Plan, and (c) the treatment of leaves of absence pursuant to Section 1.6.4.

3.11. Other Payments or Awards

Nothing contained in the Plan shall be deemed in any way to limit or restrict the Company from making any award or payment to any person under any other plan, arrangement or understanding, whether now existing or hereafter in effect.

3.12. Section Headings

The section headings contained herein are for the purpose of convenience only and are not intended to define or limit the contents of said sections.

3.13. Effective Date and Term of Plan

3.13.1. The Plan was adopted by the Board on September 30, 2015, subject to approval by the Company's shareholders. All awards under the Plan prior to such shareholder approval are subject in their entirety to such approval. If such approval is not obtained prior to the first anniversary of the date of adoption of the Plan, the Plan and all awards thereunder shall terminate on that date.

3.13.2. Unless sooner terminated by the Board, the provisions of the Plan respecting the grant of incentive stock options shall terminate on the tenth anniversary of the adoption of the Plan by the Board, and no incentive stock option awards shall thereafter be made under the Plan. All such awards made under the Plan prior to-its termination shall remain in effect until such

awards have been satisfied or terminated in accordance with the terms and provisions of the Plan and the applicable Plan Agreements.

3.14. Governing Law

All rights and obligations under the Plan shall be construed and interpreted in accordance with the laws of the State of New York, without giving effect to principles of conflict of laws.

EXHIBIT 31.1

RULE 13A-14(A) / 15D-14(A) CERTIFICATION OF
PRINCIPAL EXECUTIVE OFFICER

I, Andrew I. Sealfon, certify that:

1) I have reviewed Form 10-Q of Repro Med Systems, Inc. (the "Report");

2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4) I am responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over Financial Reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to me by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5) I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors:

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 2, 2015

/s/ Andrew I. Sealfon
Andrew I. Sealfon
Principal Executive Officer

EXHIBIT 31.2

RULE 13A-14(A) / 15D-14(A) CERTIFICATION OF
CHIEF FINANCIAL OFFICER/TREASURER

I, Karen Fisher, certify that:

1) I have reviewed Form 10-Q of Repro Med Systems, Inc. (the "Report");

2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4) I am responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over Financial Reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to me by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5) I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors:

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 2, 2015

/s/ Karen Fisher
Karen Fisher
Chief Financial Officer and Treasurer

EXHIBIT 32.1

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350
AS ADDED BY SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Repro Med Systems, Inc. (the "Company") on Form 10-Q (the "Report") for the period ending August 31, 2015 as filed with the Securities and Exchange Commission, I, Andrew I. Sealfon, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company as of the dates and for the periods expressed in this report.

Date: October 2, 2015

/s/ Andrew I. Sealfon
Andrew I. Sealfon
Principal Executive Officer

EXHIBIT 32.2

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350
AS ADDED BY SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Repro Med Systems, Inc. (the "Company") on Form 10-Q (the "Report") for the period ending August 31, 2015 as filed with the Securities and Exchange Commission, I, Karen Fisher, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company as of the dates and for the periods expressed in this report.

Date: October 2, 2015

/s/ Karen Fisher
Karen Fisher
Chief Financial Officer and Treasurer