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

**Form 8-K**

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

Date of Report (date of earliest event reported): **February 1, 2016**

**BioCorRx Inc.**

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(Exact name of registrant as specified in its charter)

**333-153381**

(Commission File Number)

**Nevada**

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(State or other jurisdiction of Incorporation)

**26-0685980**

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(I.R.S. Employer Identification No.)

**601 N. Parkcenter Drive, Suite 103**  
**Santa Ana, California 92705**  
(Address of principal executive offices)

**(714) 462-4880**

(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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### **Item 1.01 Entry into a Material Definitive Agreement.**

#### *Convertible Note to Iconic Holdings, LLC*

On February 1, 2016, BioCorRx, Inc. ("**BioCorRx**" or the "**Company**") executed and sold to Iconic Holdings, LLC ("**Investor**") a 10% Convertible Promissory Note ("**Note**") in the principal amount of \$88,000. The sum of \$79,200 will be remitted to the Company and \$8,800 will be retained by the Investor through an original issue discount set at 10% (\$8,800).

Under the terms of the Note, the Company agreed to pay the Investor guaranteed interest equal to 10% of the principal. If the Note is paid in full within 90 days of the effective date, the Investor agreed to waive the guaranteed interest. The Company may pre-pay the Note as follows: (i) if within 90 days of the effective date, 110% of the principal amount plus interest, if applicable; or (ii) if between 91 and 180 days from the effective date, 135% of the principal amount plus interest. After 180 days, the Note may not be pre-paid without the consent of the Investor.

At any time after 180 days of the effective date, the Investor may convert all or part of the Note into shares of BioCorRx's common stock at 60% of the lowest closing price in the 10 trading days prior to the conversion.

If an event of default occurs, at the Investor's election, the Company must pay an amount equal to 125% of the outstanding principal amount plus additional interest will accrue at a rate equal to the lower of 20% per annum or the highest rate permitted by law. Further, the Company may not pre-pay the Note without the written consent of the Investor.

The Investor has agreed to restrict its ability to convert the Note and receive shares of common stock such that the number of shares of common stock held by them in the aggregate and their affiliates after such conversion or exercise does not exceed 9.99% of the then issued and outstanding shares of common stock. The Note also provides for penalties and rescission rights if BioCorRx does not deliver shares of its common stock upon conversion within the required timeframes.

BioCorRx claims an exemption from the registration requirements of the Securities Act of 1933, as amended ("**Act**"), for the private placement of these securities pursuant to Section 4(2) of the Act since, among other things, the transaction did not involve a public offering, the Investor is an accredited investor, the Investor had access to information about BioCorRx and its investment, the Investor took the securities for investment and not resale, and BioCorRx took appropriate measures to restrict the transfer of the securities.

#### *Amended Agreement to Note*

On February 5, 2016, the Company and the Investor entered into an Amended Agreement to Note (the "**Amendment**"). The Note originally required that the Company reserve and keep available for Investor authorized and unissued common stock in the amount of four times the numbers of shares of common stock issuable upon the conversion of the Note (the "**Reserve Obligation**"). However, the Company does not have enough authorized and unissued shares to satisfy the Reserve Obligation.

To resolve this issue, the Investor temporarily agreed to release the Company from the Reserve Obligation. The Company agreed to reserve 22,000,000 shares in the Investor's name for conversion under the Note. The Company further agreed to file with the Secretary of State of Nevada to increase its number of authorized shares to a level sufficient to meet the Reserve Obligation. The Company agreed to make such filing within 45 days of the Amendment and if such filing does not occur within that time period, the release agreed to by the Investor will cease and the Reserve Obligation will again become effective.

The foregoing descriptions of the Note and Amendment are qualified in their entirety by reference to such Note and Amendment which are filed as Exhibits 4.1 and 4.2 hereto and are incorporated herein by reference.

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

The descriptions of the securities described in Item 1.01 issued by the Company are incorporated herein. The issuances were made in reliance on the exemption provided by Section 4(2) of the Securities Act of 1933, as amended (the "Securities Act") for the offer and sale of securities not involving a public offering, and Regulation D promulgated under the Securities Act. The Company's reliance upon Section 4(2) of the Securities Act in issuing the securities was based upon the following factors: (a) the issuance of the securities was an isolated private transaction by us which did not involve a public offering; (b) there was only one recipient; (c) there were no subsequent or contemporaneous public offerings of the securities by the Company; (d) the securities were not broken down into smaller denominations; (e) the negotiations for the issuance of the securities took place directly between the individual and the Company; and (f) the recipient of the Note was an accredited investor.

**Item 9.01 Financial Statements and Exhibits.**

**(d) Exhibits**

<b>Exhibit Number</b>	<b>Description</b>
4.1	\$88,000 Promissory Note, dated February 1, 2016, by and between the Company and Iconic Holdings, LLC
4.2	Amended Agreement to Note, dated February 5, 2016, by and between the Company and Iconic Holdings, LLC

**SIGNATURE**

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

**BIOCORRX INC.**

Date: February 10, 2016

By: /s/ Lourdes Felix

Lourdes Felix  
Chief Financial Officer and Director

Note: February 1, 2016

NEITHER THESE SECURITIES NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

THIS NOTE DOES NOT REQUIRE PHYSICAL SURRENDER OF THE NOTE IN THE EVENT OF A PARTIAL REDEMPTION OR CONVERSION. AS A RESULT, FOLLOWING ANY REDEMPTION OR CONVERSION OF ANY PORTION OF THIS NOTE, THE OUTSTANDING PRINCIPAL SUM REPRESENTED BY THIS NOTE MAY BE LESS THAN THE PRINCIPAL SUM AND ACCRUED INTEREST SET FORTH BELOW.

**10% CONVERTIBLE PROMISSORY NOTE**

**OF**

**BIOCORRX, INC.**

**Issuance Date: February 1, 2016**  
**Total Face Value of Note: \$88,000**

THIS NOTE is a duly authorized Convertible Promissory Note of BioCorRx, Inc. a corporation duly organized and existing under the laws of the State of Nevada (the "Company"), designated as the Company's 10% Convertible Promissory Note due February 1, 2017 ("Maturity Date") in the principal amount of \$88,000 (the "Note").

FOR VALUE RECEIVED, the Company hereby promises to pay to the order of **Iconic Holdings, LLC** or its registered assigns or successors-in-interest ("**Holder**") the Principal Sum of \$88,000 (the "**Principal Sum**") and to pay "guaranteed" interest on the principal balance hereof at an amount equivalent to 10% of the Principal Sum, to the extent such Principal Sum and "guaranteed" interest and any other interest, fees, liquidated damages and/or items due to Holder herein have been repaid or converted into the Company's Common Stock (the "**Common Stock**"), in accordance with the terms hereof. If the Company pays the Note off in full within 90 days following the Effective Date and per the pre-payment terms below, the Holder agrees to waive the 10% interest charge. The sum of \$79,200 shall be remitted and delivered to the Company, and \$8,800 shall be retained by the Purchaser through an original issue discount (the "**OID**") for due diligence and legal bills related to this transaction. The OID is set at 10% of any consideration paid.

In addition to the “guaranteed” interest referenced above, and in the Event of Default pursuant to Section 2(a), additional interest will accrue from the date of the Event of Default at the rate equal to the lower of 20% per annum or the highest rate permitted by law (the “**Default Rate**”).

This Note will become effective only upon the execution by both parties, including the execution of Exhibits B, C and D and the Irrevocable Transfer Agent Instructions and delivery of the initial payment of consideration by the Holder (the “**Effective Date**”).

This Note may be prepaid by the Company, in whole or in part, according to the following schedule:

Days Since Effective Date	Prepayment Amount
Under 90	110% of Principal Amount
91-180	135% of Principal Amount

After 180 days from the Effective Date this Note may not be prepaid without written consent from Holder, which consent may be withheld, delayed, denied, or conditions in Holder’s sole and absolute discretion. Whenever any amount expressed to be due by the terms of this Note is due on any day which is not a Business Day (as defined below), the same shall instead be due on the next succeeding day which is a Business Day. If the Note is in default, per Section 2.00 below, the Company may not prepay the Note without written consent of the Holder.

For purposes hereof the following terms shall have the meanings ascribed to them below:

“**Business Day**” shall mean any day other than a Saturday, Sunday or a day on which commercial banks in the City of New York are authorized or required by law or executive order to remain closed.

“**Conversion Price**” shall be equal to 60% of the lowest closing price of the Company’s common stock during the 10 consecutive trading days prior to the date on which Holder elects to convert all or part of the Note. For the purpose of calculating the Conversion Price only, any time after 4:00 pm Eastern Time (the closing time of the Principal Market) shall be considered to be the beginning of the next Business Day. If the Company is placed on “chilled” status with the Depository Trust Company (“**DTC**”), the discount shall be increased by 10%, *i.e.*, from 40% to 50%, until such chill is remedied. If the Company is not Deposits and Withdrawal at Custodian (“**DWAC**”) eligible through their Transfer Agent and DTC’s Fast Automated Securities Transfer (“**FAST**”) system, the discount will be increased by 5%, *i.e.*, from 40% to 45%. In the case of both, the discount shall be a cumulative increase of 15%, *i.e.*, from 40% to 55%. Any default of this Note not remedied within the applicable cure period will result in a permanent additional 10% increase, *i.e.*, from 40% to 50%, in addition to any other discount, as provided above, to the Conversion Price discount.

“**Principal Amount**” shall refer to the sum of (i) the original principal amount of this Note (including the original issue discount, prorated if the Note has not been funded in full), (ii) all guaranteed and other accrued but unpaid interest hereunder, (iii) any fees due hereunder, (iv)



liquidated damages, and (v) any default payments owing under the Note, in each case previously paid or added to the Principal Amount.

**“Principal Market”** shall refer to the primary exchange on which the Company’s common stock is traded or quoted.

**“Trading Day”** shall mean a day on which there is trading or quoting for any security on the Principal Market.

**“Underlying Shares”** means the shares of common stock into which the Note is convertible (including interest, fees, liquidated damages and/or principal payments in common stock as set forth herein) in accordance with the terms hereof.

The following terms and conditions shall apply to this Note:

**Section 1.00 Conversion.**

(a) **Conversion Right.** Subject to the terms hereof and restrictions and limitations contained herein, the Holder shall have the right, at the Holder's sole option, at any time 180 days following the Effective Date, to convert in whole or in part the outstanding and unpaid Principal Amount under this Note into shares of Common Stock as per the Conversion Formula. The date of any conversion notice (“**Conversion Notice**”) hereunder shall be referred to herein as the “**Conversion Date**”.

(b) **Stock Certificates or DWAC.** The Company will deliver to the Holder, or Holder’s authorized designee, no later than 3 Trading Days after the Conversion Date, a certificate or certificates (which certificate(s) shall be free of restrictive legends and trading restrictions if the shares of Common Stock underlying the portion of the Note being converted are eligible under a resale exemption pursuant to Rule 144(b)(1)(ii) and Rule 144(d)(1)(ii) of the Securities Act of 1933, as amended) representing the number of shares of Common Stock being acquired upon the conversion of this Note. In lieu of delivering physical certificates representing the shares of Common Stock issuable upon conversion of this Note, provided the Company’s transfer agent is participating in DTC’s FAST program, the Company shall instead use commercially reasonable efforts to cause its transfer agent to electronically transmit such shares issuable upon conversion to the Holder (or its designee), by crediting the account of the Holder’s (or such designee’s) broker with DTC through its DWAC program (provided that the same time periods herein as for stock certificates shall apply).

(c) **Charges and Expenses.** Issuance of Common Stock to Holder, or any of its assignees, upon the conversion of this Note shall be made without charge to the Holder for any issuance fee, transfer tax, legal opinion and related charges, postage/ mailing charge or any other expense with respect to the issuance of such Common Stock. Company shall pay all Transfer Agent fees incurred from the issuance of the Common Stock to Holder, as well as any and all other fees and charges required by the Transfer Agent as a condition to effectuate such issuance. Any such fees or charges, as noted in this Section that are paid by the Holder (whether from the Company’s delays, outright refusal to pay, or otherwise), will be automatically added to the Principal Sum of the Note and tack back to the Effective Date for purposes of Rule 144.

(d) **Delivery Timeline.** If the Company fails to deliver to the Holder such certificate or certificates (or shares through the DWAC program) pursuant to this Section (free of

any restrictions on transfer or legends, if eligible) prior to 4 Trading Days after the Conversion Date, the Company shall pay to the Holder as liquidated damages an amount equal to \$2,000 per day, until such certificate or certificates are delivered. The Company acknowledges that it would be extremely difficult or impracticable to determine the Holder's actual damages and costs resulting from a failure to deliver the Common Stock and the inclusion herein of any such additional amounts are the agreed upon liquidated damages representing a reasonable estimate of those damages and costs. Such liquidated damages will be automatically added to the Principal Sum of the Note and tack back to the Effective Date for purposes of Rule 144.

(e) Reservation of Underlying Securities. The Company covenants that it will at all times reserve and keep available for Holder, out of its authorized and unissued Common Stock solely for the purpose of issuance upon conversion of this Note, free from preemptive rights or any other actual contingent purchase rights of persons other than the Holder, **four times** the number of shares of Common Stock as shall be issuable (taking into account the adjustments under this Section 1, but without regard to any ownership limitations contained herein) upon the conversion of this Note (consisting of the Principal Amount) to Common Stock (the "**Required Reserve**"). The Company covenants that all shares of Common Stock that shall be issuable will, upon issue, be duly authorized, validly issued, fully-paid, non-assessable and freely-tradable (if eligible). If the amount of shares on reserve in Holder's name at the Company's transfer agent for this Note shall drop below the Required Reserve, the Company will, within 2 Trading Days of notification from Holder, instruct the transfer agent to increase the number of shares so that the Required Reserve is met. In the event that the Company does not instruct the transfer agent to increase the number of shares so that the Required Reserve is met, the Holder will be allowed, if applicable, to provide this instruction as per the terms of the Irrevocable Transfer Agent Instructions attached to this Note. The Company agrees that the maintenance of the Required Reserve is a material term of this Note and any breach of this Section 1.00(e) will result in a default of the Note.

The Company agrees that this is a material term of this Note and any breach of this Section 1.00(e) will result in a default of the Note.

(f) Conversion Limitation. The Holder will not submit a conversion to the Company that would result in the Holder owning more than 9.99% of the then total outstanding shares of the Company ("Restricted Ownership Percentage").

(g) Conversion Delays. If the Company fails to deliver shares in accordance with the timeframe stated in Section 1.00(b), the Holder, at any time prior to selling all of those shares, may rescind any portion, in whole or in part, of that particular conversion attributable to the unsold shares. The rescinded conversion amount will be returned to the Principal Sum with the rescinded conversion shares returned to the Company, under the expectation that any returned conversion amounts will tack back to the Effective Date.

(h) Shorting and Hedging. Holder may not engage in any "shorting" or "hedging" transaction(s) in the Common Stock prior to conversion.

(i) Conversion Right Unconditional. If the Holder shall provide a Conversion Notice as provided herein, the Company's obligations to deliver Common Stock shall be absolute and unconditional, irrespective of any claim of setoff, counterclaim, recoupment, or alleged breach by the Holder of any obligation to the Company.



## **Section 2.00 Defaults and Remedies.**

(a) **Events of Default.** An “**Event of Default**” is: (i) a default in payment of any amount due hereunder which default continues for more than 5 Trading Days after the due date; (ii) a default in the timely issuance of underlying shares upon and in accordance with terms of Section 1.00, which default continues for 2 Trading Days after the Company has failed to issue shares or deliver stock certificates within the 3rd Trading Day following the Conversion Date; (iii) failure by the Company for 3 days after notice has been received by the Company to comply with any material provision of this Note; (iv) failure of the Company to remain compliant with DTC, thus incurring a “chilled” status with DTC; (v) if the Company is subject to any Bankruptcy Event; (vi) any failure of the Company to satisfy its “filing” obligations under Securities Exchange Act of 1934, as amended (the “1934 Act”) and the rules and guidelines issued by OTC Markets News Service, OTCMarkets.com and their affiliates; (vii) any failure of the Company to provide the Holder with information related to its corporate structure including, but not limited to, the number of authorized and outstanding shares, public float, etc. within 1 Trading Day of request by Holder; (viii) failure by the Company to maintain the Required Reserve in accordance with the terms of Section 1.00(e); (ix) failure of Company’s Common Stock to maintain a closing bid price in its Principal Market for more than 3 consecutive Trading Days; (x) any delisting from a Principal Market for any reason; (xi) failure by Company to pay any of its Transfer Agent fees in excess of \$2,000 or to maintain a Transfer Agent of record; (xii) failure by Company to notify Holder of a change in Transfer Agent within 24 hours of such change; (xiii) any trading suspension imposed by the Securities and Exchange Commission (“SEC”) under Sections 12(j) or 12(k) of the 1934 Act; (xiv) failure by the Company to meet all requirements necessary to satisfy the availability of Rule 144 to the Holder or its assigns, including but not limited to the timely fulfillment of its filing requirements as a fully-reporting issuer registered with the SEC, requirements for XBRL filings, and requirements for disclosure of financial statements on its website.

(b) **Remedies.** If an event of default occurs, the outstanding Principal Amount of this Note owing in respect thereof through the date of acceleration, shall become, at the Holder’s election, immediately due and payable in cash at the “**Mandatory Default Amount**”. The Mandatory Default Amount means 125% of the outstanding Principal Amount of this Note. Commencing 5 days after the occurrence of any Event of Default that results in the eventual acceleration of this Note, this Note shall accrue additional interest, in addition to the Note’s “guaranteed” interest, at a rate equal to the lesser of 20% per annum or the maximum rate permitted under applicable law. Finally, commencing 5 days after the occurrence of any Event of Default that results in the eventual acceleration of this Note, an additional permanent 10% increase to the Conversion Price discount will go into effect. In connection with such acceleration described herein, the Holder need not provide, and the Issuer hereby waives, any presentment, demand, protest or other notice of any kind, and the Holder may immediately and without expiration of any grace period enforce any and all of its rights and remedies hereunder and all other remedies available to it under applicable law. Such acceleration may be rescinded and annulled by the Holder at any time prior to payment hereunder and the Holder shall have all rights as a holder of the note until such time, if any, as the Holder receives full payment pursuant to this Section 2.00(b). No such rescission or annulment shall affect any subsequent event of default or impair any right consequent thereon. Nothing herein shall limit the Holder’s right to pursue any other remedies available to it at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Issuer’s failure to

timely deliver certificates representing shares of Common Stock upon conversion of the Note as required pursuant to the terms hereof.

**Section 3.00 General.**

(a) Payment of Expenses. The Company agrees to pay all reasonable charges and expenses, including attorneys' fees and expenses, which may be incurred by the Holder in successfully enforcing this Note and/or collecting any amount due under this Note.

(b) Assignment, Etc. The Holder may assign or transfer this Note to any transferee at its sole discretion. This Note shall be binding upon the Company and its successors and shall inure to the benefit of the Holder and its successors and permitted assigns.

(c) Funding Window. The Company has not entered into a convertible debt financing in the 10 trading days prior to the Effective Date of this Note and agrees not to enter into a convertible debt financing transaction with any party other than the Holder for a period of 10 Trading Days following the Effective Date. The Company agrees that this is a material term of this Note and any breach of this will result in a default of the Note.

(d) Governing Law; Jurisdiction.

(i) Governing Law. This Note will be governed by and construed in accordance with the laws of the state of California without regard to any conflicts of laws or provisions thereof that would otherwise require the application of the law of any other jurisdiction.

(ii) Jurisdiction and Venue. Any dispute or claim arising to or in any way related to this Note or the rights and obligations of each of the parties shall be brought only in the state courts of California or in the federal courts located in San Diego County, California.

(iii) No Jury Trial. The Company hereto knowingly and voluntarily waives any and all rights it may have to a trial by jury with respect to any litigation based on, or arising out of, under, or in connection with, this Note.

(iv) Delivery of Process by the Holder to the Company. In the event of an action or proceeding by the Holder against the Company, and only by the Holder against the Company, service of copies of summons and/or complaint and/or any other process that may be served in any such action or proceeding may be made by the Holder via U.S. Mail, overnight delivery service such as FedEx or UPS, email, fax, or process server, or by mailing or otherwise delivering a copy of such process to the Company at its last known attorney as set forth in its most recent SEC filing.

(v) Notices. Any notice required or permitted hereunder (including Conversion Notices) must be in writing and either personally served, sent by facsimile or email transmission, or sent by overnight courier. Notices will be deemed effectively delivered at the time of transmission if by facsimile or email, and if by overnight courier the business day after such notice is deposited with the courier service for delivery.

(g) No Bad Actor. No officer or director of the Company would be disqualified under Rule 506(d) of the Securities Act of 1933, as amended, on the basis of being a

“bad actor” as that term is established in the September 13, 2013 Small Entity Compliance Guide published by the SEC.

(h) Usury. If it shall be found that any interest or other amount deemed interest due hereunder violates any applicable law governing usury, the applicable rate of interest due hereunder shall automatically be lowered to equal the maximum rate of interest permitted under applicable law. The Company covenants (to the extent that it may lawfully do so) that it will not seek to claim or take advantage of any law that would prohibit or forgive the Company from paying all or a portion of the principal, fees, liquidated damages or interest on this Note.

*[Signature Page to Follow.]*

IN WITNESS WHEREOF, the Company has caused this Convertible Promissory Note to be duly executed on the day and in the year first above written.

**BIOCORRX, INC.**

By: Lourdes Felix

Name: Lourdes Felix

Title: CFO

Email: LF@BIOCORRX.COM

Address: 601 N. Parkcenter Dr. #103  
Santa Ana CA 92705

This Convertible Promissory Note of February 1, 2016 is accepted this 2<sup>nd</sup> day of Feb., 2016 by

**Iconic Holdings, LLC**

By: Justin Ederle  
Name: Justin Ederle  
Title: Manager

EXHIBIT A

**FORM OF CONVERSION NOTICE**

(To be executed by the Holder in order to convert all or part of that certain \$88,000 Convertible Promissory Note identified as the Note)

DATE: \_\_\_\_\_

FROM: Iconic Holdings, LLC

Re: \$88,000 Convertible Promissory Note (this "Note") originally issued by BioCorRx, Inc., a Nevada corporation, to Iconic Holdings, LLC on February 1, 2016.

The undersigned on behalf of **Iconic Holdings, LLC**, hereby elects to convert \$ \_\_\_\_\_ of the aggregate outstanding Principal Sum (as defined in the Note) indicated below of this Note into shares of Common Stock, \$0.001 par value per share, of BioCorRx, Inc. (the "Company"), according to the conditions hereof, as of the date written below. If shares are to be issued in the name of a person other than undersigned, the undersigned will pay all transfer taxes payable with respect thereto and is delivering herewith such certificates and opinions as reasonably requested by the Company in accordance therewith. No fee will be charged to the holder for any conversion, except for such transfer taxes, if any. The undersigned represents as of the date hereof that, after giving effect to the conversion of this Note pursuant to this Conversion Notice, the undersigned will not exceed the "Restricted Ownership Percentage" contained in this Note.

Conversion information:

\_\_\_\_\_   
 Date to Effect Conversion

\_\_\_\_\_   
 Aggregate Principal Sum of Note Being Converted

\_\_\_\_\_   
 Aggregate Interest on Amount Being Converted

\_\_\_\_\_   
 Remaining Principal Balance

\_\_\_\_\_   
 Number of Shares of Common Stock to be Issued

\_\_\_\_\_   
 Applicable Conversion Price

\_\_\_\_\_   
 Signature

\_\_\_\_\_   
 Name

\_\_\_\_\_   
 Address



**EXHIBIT B**

**WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF  
BIOCORRX, INC.**

The undersigned, being directors of BioCorRx, Inc., a Nevada corporation (the "Company"), acting pursuant to the Bylaws of the Corporation, do hereby consent to, approve and adopt the following preamble and resolutions:

**Convertible Note with Iconic Holdings, LLC**

The board of directors of the Company has reviewed and authorized the following documents relating to the issuance of a Convertible Promissory Note in the amount of \$88,000 with Iconic Holdings, LLC.

The documents agreed to and dated February 1, 2016 are as follows:

10% Convertible Promissory Note of BioCorRx, Inc.  
Irrevocable Transfer Agent Instructions  
Notarized Certificate of Corporate Secretary  
Disbursement Instructions

IN WITNESS WHEREOF, the undersign member(s) of the board of the Company executed this unanimous written consent as of February 1, 2016.



By: Brady Granio

Its: Co-Interim CEO

  
Lourdes Felix  
Director

**EXHIBIT C**

**NOTARIZED CERTIFICATE OF CORPORATE SECRETARY OF**

**BIOCORRX, INC.**

**(Two Pages)**

The undersigned, Brady Granice is the duly elected Corporate Secretary of BioCorRx, Inc., a Nevada corporation (the "Company").

I hereby warrant and represent that I have undertaken a complete and thorough review of the Company's corporate and financial books and records, including, but not limited to, the Company's records relating to the following:


- (A) The issuance of that certain convertible promissory note dated February 1, 2016 (the "Note Issuance Date") issued to Iconic Holdings, LLC (the "Holder") in the stated original principal amount of \$88,000 (the "Note");
- (B) The Company's Board of Directors duly approved the issuance of the Note to the Holder;
- (C) The Company has not received and does not contemplate receiving any new consideration from any persons in connection with any later conversion of the Note and the issuance of the Company's Common Stock upon any said conversion;
- (D) To my best knowledge and after completing the aforementioned review of the Company's stockholder and corporate records, I am able to certify that the Holder (and the persons affiliated with the Holder) are not officers, directors, or directly or indirectly, ten percent (10.00%) or more stockholders of the Company and none of said persons has had any such status in the one hundred (100) days immediately preceding the date of this Certificate;
- (E) The Company's Board of Directors have approved duly adopted resolutions approving the Irrevocable Instructions to the Company's Stock Transfer Agent dated February 1, 2016;
- (F) Mark the appropriate selection:

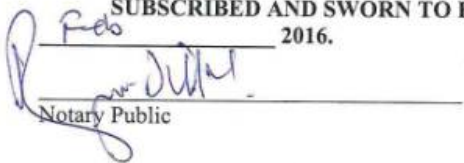
The Company represents that it is not a "shell company," as that term is defined in Section 12b-2 of the Securities Exchange Act of 1934, as amended, and has never been a shell company, as so defined; or

The Company represents that (i) it was a "shell company," as that term is defined in Section 12b-2 of the Securities Exchange Act of 1934, as amended, (ii) since 10/31/, 2011, it has no longer been a shell company, as so defined, and (iii) on 11/4/, 2011, it provided Form 10-type information in a filing with the Securities and Exchange Commission.

- (G) I understand the constraints imposed under Rule 144 on those persons who are or may be deemed to be "affiliates," as that term is defined in Rule 144(a)(1) of the Securities Act of 1933, as amended.
- (H) I understand that all of the representations set forth in this Certificate will be relied upon by counsel to Iconic Holdings, LLC in connection with the preparation of a legal opinion.

I hereby affix my signature to this Notarized Certificate and hereby confirm the accuracy of the statements made herein.

Signed:  Date: 2/2/16  
 Name: Brady Granier Title: Co-Interim CEO

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 2 DAY OF Feb 2016.  
 Commission Expires: 6-8-2018  
  
 Notary Public



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.  
 STATE OF CALIFORNIA COUNTY OF Orange  
 Subscribed and sworn to (or affirmed) before me on this 2 day of Feb  
 2016 by Brady J. Granier  
 proved to me on the basis of satisfactory evidence to be the person who appeared before me.  
  
 (Signature of Notary)

**AMENDED AGREEMENT TO NOTE**

This AMENDED AGREEMENT TO NOTE (this "AGREEMENT") is made as of February 5, 2016 by and between BioCorRx, Inc. a Nevada corporation with principal offices at 601 N. Parkcenter Drive, Suite 103, Santa Ana, CA 92705 (the "Company") and Iconic Holdings, LLC, a Delaware limited liability company with principal offices at 2251 San Diego Ave, Suite B-150, San Diego, CA 92110 (the "Investor"). As used herein, the term "Parties" shall be used to refer to the Company and Investor jointly.

**WHEREAS:**

- A. The Company issued a convertible debenture dated February 1, 2016 to the Investor with a face value of \$88,000 (the "Note").
- B. Per the Section 1.00 (e) of the Note, the Company is to reserve shares from treasury for the Investor in the amount of four times the number of shares of Common Stock as shall be issuable upon the conversion of this Note (the "Required Reserve").
- C. As of the closing date, the Company does not have enough authorized, but unissued shares to put the Required Reserve in place for the Investor.

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

The Investor agrees to **temporarily** release the Company from its responsibility under Section 1.00 (e) of the Note and the Company agrees to the following:

1. The Company will immediately reserve 22,000,000 shares in the Investor's name for conversion of the Note.
2. The Company will, within 45 calendar days from the date of this agreement, file with the Secretary of State of Nevada to increase its number of authorized common shares to a level sufficient to meet the Required Reserve of the Note. Once the increase is effective, the Company will, within 5 business days, provide its transfer agent of record with the proper documentation to increase the recorded authorized shares count and, if necessary, execute a new Transfer Agent Instruction Letter to meet the Note's Required Reserve.

The temporary relief from Section 1.00(e) allows for 45 days to file for the increase in authorized shares of common stock. If this filing does not occur within 45 calendar days, Section 1(e) of the Note immediately goes back into effect. The Company understands and agrees that it is executing this agreement to induce the investor into funding the Note and that any failure to execute on the above items will cause the Note to be out of compliance, potentially causing a default situation.

**BioCorRx, Inc.**

By: Lourdas Felix

Name: Lourdas Felix

Title: CFO

**Iconic Holdings, LLC**

By: [Signature]

Name: Justin Ederle

Title: Manager