

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

Form 8-K

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

Date of Report (date of earliest event reported): June 30, 2014

BioCorRx Inc.

(Exact name of registrant as specified in its charter)

333-153381

(Commission File Number)

Nevada

(State or other jurisdiction
of Incorporation)

26-1972677

(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.

Lourdes Felix, Chief Financial Officer of BioCorRx, Inc., a Nevada corporation (the “Company”), and Brady Granier, Chief Operating Officer of the Company, entered into Executive Service Agreements with the Company on February 28, 2013 and October 16, 2013, respectively (the “Executive Agreements”).

The Executive Agreements provided, among other things, (i) the remuneration to be received in exchange for services provided to the Company; (ii) a general description of the services to be provided to the Company; and (iii) other obligations, terms, and conditions relating to the professional relationship between Felix and Granier, as applicable, and the Company.

On June 30, 2014, each of Felix and Granier entered into an amendment to the Executive Agreements (the “Amendments”), which provide that each of Felix and Granier shall receive three percent (3%) of the Company’s gross margin of sales of then-current healthcare products, devices and/or modifications thereto thereafter for a period of fifteen years following the Termination Date, as defined in the Executive Agreements. The Amendments were approved by the unanimous consent of the disinterested directors of the Company in accordance with the requirements of the Nevada Revised Statutes.

On March 31, 2013, the Company issued convertible debentures to each of Patty Hollis and Bradley Gann (the “Debentures”), in the original principal amounts of \$250,000 and \$100,000, respectively.

Effective June 25, 2014, and executed on June 30, 2014, the Company entered into debt conversion agreements with each of Hollis and Gann (the “Debt Conversion Agreements”), whereby the parties agreed to convert the outstanding debt in the sums of \$324,917.81 and \$130,534.26 owed by the Company to Hollis and Gann, respectively, into a license fee in connection with the Company’s Ohio license territory. In exchange for which the Debentures and all past, current, and future obligations of the Company arising thereunder were terminated.

On June 30, 2014, the Company entered into a debt conversion agreement (the “Muller Debt Conversion Agreement”) with Neil Muller, President of the Company, whereby the parties agreed to convert an amount equal to \$153,916 owed to Muller by the Company into a license fee in connection with the Company’s Nevada license territory. The Muller Debt Conversion Agreement was approved by the unanimous consent of the disinterested directors of the Company in accordance with the requirements of the Nevada Revised Statutes.

The foregoing text of this Item is qualified in its entirety by the Amendments, attached hereto as Exhibit 10.1 and Exhibit 10.2, the Debt Conversion Agreements, attached hereto as Exhibit 10.3 and Exhibit 10.4, and the Muller Debt Conversion Agreement, attached hereto as Exhibit 10.5. The terms of the Amendments, the Debt Conversion Agreements, and the Muller Debt Conversion Agreement are incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities

On May 7, 2014, the Company filed Amended and Restated Articles of Incorporation whereby it authorized 80,000 shares of Preferred Stock, with no par value (“Preferred Stock”).

On May 30, 2014, the Board of Directors of the Company consented to a resolution endowing such Preferred Stock with voting rights equal to 1,000 votes per share (the “Voting Rights”).

On July 1, 2014, the Company filed a Certificate of Designation of Preferences, Rights, and Limitations of Preferred Stock (the “Certificate of Designation”) with the Secretary of State of the State of Nevada, setting forth the Voting Rights. The foregoing text of this Item is qualified in its entirety by the Certificate of Designation, attached hereto as Exhibit 4.01, the terms of which are incorporated herein by reference.

On July 1, 2014, the Company issued a total of 80,000 shares of Preferred Stock to the following accredited investors as compensation for their services to the Company:

Name	Number of Shares
Neil Muller	20,000
Kent Emry	10,000
Lourdes Felix	10,000
Brady Granier	10,000
Jorge Andrade	10,000
Scott Carley	10,000
Tom Welch	10,000

The securities described herein have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or the securities laws of any state, and were offered and issued in reliance on the exemption from registration afforded by Rule 506(b) of Regulation D of the Securities Act. The securities were offered based on the representations from each person acquiring such securities, which included, in part, that such person (i) was an "accredited investor" or was an otherwise sophisticated investor able to bear the economic risk associated with investment in the securities and had been provided with access to all requested information about the Company; (ii) that such person was acquiring such securities for investment purposes for its own account, and not with a view to resale or distribution; and (iii) that such person understood such securities are subject to the restrictions on transfer as set forth in the Securities Act and the rules promulgated thereunder by the Securities and Exchange Commission.

This Current Report on Form 8-K shall not constitute an offer to sell or the solicitation of an offer to buy, nor shall such securities be offered or sold in the United States absent registration or an applicable exemption from the registration requirements and certificates evidencing such securities contain a legend stating the same.

No brokers or finders were used and no commissions or other fees have been paid by the Company in connection with the issuance of securities described in this Current Report on Form 8-K.

Item 5.02(e) Compensatory Arrangements for Certain Officers

The information provided in Items 1.01 and 3.02 is incorporated herein by reference.

Item 9.01 Exhibits

The following exhibits are furnished as part of this Form 8-K:

Exhibit 4.01	Certificate of Designation, filed July 1, 2014.
Exhibit 10.1	Amendment No. 1 to Executive Service Agreement with Lourdes Felix, dated June 30, 2014.
Exhibit 10.2	Amendment No. 1 to Executive Service Agreement with Brady Granier, dated June 30, 2014.
Exhibit 10.3	Debt Conversion Agreement with Patty Hollis, dated June 25, 2014.
Exhibit 10.4	Debt Conversion Agreement with Bradley Gann, dated June 25, 2014.
Exhibit 10.5	Debt Conversion Agreement with Neil Muller, dated June 30, 2014.

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: July 3, 2014

By: */s/ Lourdes Felix*

Lourdes Felix
Chief Financial Officer and Director

STATE OF NEVADA



ROSS MILLER
Secretary of State

SCOTT W. ANDERSON
Deputy Secretary
for Commercial Recordings

OFFICE OF THE
SECRETARY OF STATE

Certified Copy

July 1, 2014

Job Number: C20140701-1240
Reference Number:
Expedite:
Through Date:

The undersigned filing officer hereby certifies that the attached copies are true and exact copies of all requested statements and related subsequent documentation filed with the Secretary of State's Office, Commercial Recordings Division listed on the attached report.

Document Number(s)	Description	Number of Pages
20140478122-91	Certificate of Designation	4 Pages/1 Copies



Respectfully,

ROSS MILLER
Secretary of State

Certified By: Nita Hibshman
Certificate Number: C20140701-1240
You may verify this certificate
online at <http://www.nvsos.gov/>

Commercial Recording Division
202 N. Carson Street
Carson City, Nevada 89701-4069
Telephone (775) 684-5708
Fax (775) 684-7138



ROSS MILLER
 Secretary of State
 204 North Carson Street, Suite 1
 Carson City, Nevada 89701-4520
 (775) 684-5708
 Website: www.nvsos.gov



150101

Certificate of Designation
 (PURSUANT TO NRS 78.1955)

Filed in the office of  Ross Miller Secretary of State State of Nevada	Document Number
	20140478122-91
	Filing Date and Time
	07/01/2014 9:22 AM
Entity Number	
E0059792008-4	

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

Certificate of Designation For
Nevada Profit Corporations
(Pursuant to NRS 78.1955)

1. Name of corporation:

BIOCORRX, INC.

2. By resolution of the board of directors pursuant to a provision in the articles of incorporation this certificate establishes the following regarding the voting powers, designations, preferences, limitations, restrictions and relative rights of the following class or series of stock.

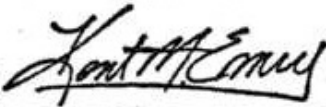
1. Voting Rights. The Corporation's Preferred Stock shall consist of up to 80,000 shares, no par value (the "Preferred Stock"), each of which shall entitle its holder to one hundred (100) votes.
2. Equal Status. Except as expressly provided herein, the Corporation's common stock, par value of \$0.001 per share (the "Common Stock") and Preferred Stock shall have the same rights and privileges and rank equally, share ratably and be identical in all respects as to all matters.
3. Conversion. Each share of Preferred Stock shall be convertible into one (1) fully paid and nonassessable share of Common Stock at the option of the holder thereof at any time upon written notice to the transfer agent of the Corporation.

Please see addendum for complete description of the preferences, rights and limitations of the Preferred Stock.

3. Effective date of filing: (optional)

(must not be later than 90 days after the certificate is filed)

4. Signature: (required)

X 

Signature of Officer

Filing Fee: \$175.00

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Nevada Secretary of State Stock Designation
 Revised: 3-6-09

BIOCORRX, INC.

**CERTIFICATE OF DESIGNATION OF PREFERENCES,
RIGHTS AND LIMITATIONS
OF
PREFERRED STOCK**

PURSUANT TO SECTION 78.1955
OF THE NEVADA REVISED STATUTES

The undersigned, Kent Emry, does hereby certify that:

1. He is the Chief Executive Officer of BioCorRx, Inc., a Nevada corporation (the "**Corporation**").
2. The Corporation is authorized to designate and issue up to 80,000 shares of preferred stock.
3. This Certificate of Designation of Preferences, Rights and Limitations of Preferred Stock was approved by a written action of the Corporation's Board of Directors (the "**Board**") on June 19, 2013.

NOW, THEREFORE, BE IT RESOLVED, that the Board does hereby designate the terms of the Preferred Stock as follows:

1. Voting Rights. The Corporation's Preferred Stock shall consist of up to 80,000 shares, no par value (the "**Preferred Stock**"), each of which shall entitle its holder to one hundred (100) votes.
2. Equal Status. Except as expressly provided herein, the Corporation's common stock, par value of \$0.001 per share (the "**Common Stock**") and Preferred Stock shall have the same rights and privileges and rank equally, share ratably and be identical in all respects as to all matters. Without limiting the generality of the foregoing, (i) in the event of a merger, consolidation or other business combination requiring the approval of the holders of the Corporation's capital stock entitled to vote thereon (whether or not the Corporation is the surviving entity), the holders of the Common Stock shall have the right to receive, or the right to elect to receive, the same form of consideration, if any, as the holders of the Preferred Stock and the holders of the Common Stock shall have the right to receive, or the right to elect to receive, at least the same amount of consideration, if any, on a per share basis as the holders of the Preferred Stock, and (ii) in the event of (x) any tender or exchange offer to acquire any shares of the Corporation's capital stock by any third party pursuant to an agreement to which the Corporation is a party or (y) any tender or exchange offer by the Corporation to acquire any shares of the Corporation's capital stock, pursuant to the terms of the applicable tender or exchange offer, the holders of the Common Stock shall have the right to receive, or the right to elect to receive, the same form of consideration as the holders of the Preferred Stock and the holders of the Common Stock shall have the right to receive, or the right to elect to receive, at least the same amount of consideration on a per share basis as the holders of the Preferred Stock.
3. Conversion. Each share of Preferred Stock shall be convertible into one (1) fully paid and nonassessable share of Common Stock at the option of the holder thereof at any time upon written notice to the transfer agent of the Corporation.

4. Reservation of Stock. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of Preferred Stock into shares of Common Stock.

5. Miscellaneous.

(a) Lost or Mutilated Preferred Stock Certificate. If a Preferred Stock certificate shall be mutilated, lost, stolen or destroyed, the Corporation shall execute and deliver, in exchange and substitution for and upon cancellation of a mutilated certificate, or in lieu of or in substitution for a lost, stolen or destroyed certificate, a new certificate for the shares of Preferred Stock so mutilated, lost, stolen or destroyed, but only upon receipt of evidence of such loss, theft or destruction of such certificate, and of the ownership hereof reasonably satisfactory to the Corporation.

(b) Severability. If any provision of this Certificate is invalid, illegal or unenforceable, the balance of this Certificate shall remain in effect, and if any provision is inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances.

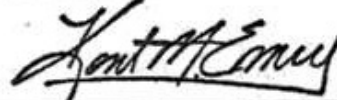
(c) Headings. The headings contained herein are for convenience only, do not constitute a part of this Certificate and shall not be deemed to limit or affect any of the provisions hereof.

(d) Status of Converted Preferred Stock. If any shares of Preferred Stock shall be converted, such shares shall resume the status of authorized but unissued shares of preferred stock and shall no longer be designated as Preferred Stock.

[Signature Page follows]

IN WITNESS WHEREOF, the undersigned has caused this Certificate to be executed this 19th day of June, 2013.

BIOCORRX, INC.

A handwritten signature in black ink, appearing to read "Kent Emery", written over a horizontal line.

Kent Emery, *Chief Executive Officer*

AMENDMENT NO. 1 TO EXECUTIVE SERVICE AGREEMENT

This AMENDMENT NO. 1 to EXECUTIVE SERVICE AGREEMENT (“**Amendment**”) dated June 30, 2014 is an amendment to that certain Executive Service Agreement (“**Executive Agreement**”) dated February 28, 2013, by and between BioCorRx, Inc., formerly known as Fresh Start Private Management, Inc, a Nevada corporation (the “**Company**”), and the undersigned individual, Lourdes Felix (the “**Executive**”).

WHEREAS, on February 28, 2103 the Executive and the Company entered into the Executive Agreement (the “**Original Agreement**”); and

WHEREAS, the Executive and the Company have agreed to enter into this Amendment to amend the Original Agreement.

NOW, THEREFORE, the Executive and the Company agree as follows:

1. Insertion of Section 5.4. The following section is inserted immediately following Section 5.3 of the Original Agreement:

“5.4 Notwithstanding the termination of this Agreement pursuant to Section 5.1, a notice of non-renewal pursuant to Section 6.1, or any other provision in Exhibit A, following the termination of this Agreement and until the fifteenth anniversary of the Termination Date, the Executive shall receive three percent (3%) of the Company’s gross margin of sales of then-current healthcare products, devices and/or modifications thereto thereafter.”

2. Affirmation of Remaining Terms and Conditions. The Company and the Executive affirm that all of the other terms and conditions of the Original Agreement shall continue in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, this Amendment has been duly executed as of the date first written above.

COMPANY:

BIOCORRX, INC.

By: /s/ Neil Muller

Name: Neil Muller

Title: President

EXECUTIVE:

By: /s/ Lourdes Felix

Name: Lourdes Felix

AMENDMENT NO. 1 TO EXECUTIVE SERVICE AGREEMENT

This AMENDMENT NO. 1 to EXECUTIVE SERVICE AGREEMENT (“**Amendment**”) dated June 30, 2014 is an amendment to that certain Executive Service Agreement (“**Executive Agreement**”) dated October 16, 2013, by and between BioCorRx, Inc., formerly known as Fresh Start Private Management, Inc, a Nevada corporation (the “**Company**”), and the undersigned individual, Brady Granier (the “**Executive**”).

WHEREAS, on October 16, 2103 the Executive and the Company entered into the Executive Agreement (the “**Original Agreement**”); and

WHEREAS, the Executive and the Company have agreed to enter into this Amendment to amend the Original Agreement.

NOW, THEREFORE, the Executive and the Company agree as follows:

1. Insertion of Section 5.4. The following section is inserted immediately following Section 5.3 of the Original Agreement:

“5.4 Notwithstanding the termination of this Agreement pursuant to Section 5.1, a notice of non-renewal pursuant to Section 6.1, or any other provision in Exhibit A, following the termination of this Agreement and until the fifteenth anniversary of the Termination Date, the Executive shall receive three percent (3%) of the Company’s gross margin of sales of then-current healthcare products, devices and/or modifications thereto thereafter.”

2. Affirmation of Remaining Terms and Conditions. The Company and the Executive affirm that all of the other terms and conditions of the Original Agreement shall continue in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, this Amendment has been duly executed as of the date first written above.

COMPANY:

BIOCORRX, INC.

By: /s/ Neil Muller

Name: Neil Muller

Title: President

EXECUTIVE:

By: /s/ Brady Granier

Name: Brady Granier

CONVERTIBLE DEBT EXCHANGE AGREEMENT

This CONVERTIBLE DEBT EXCHANGE AGREEMENT (this "Agreement") is made and entered into as of June 25, 2014 by and between BioCorRx, Inc., a Nevada corporation (the "Company"), and Patty Hollis (the "Holder"), with reference to the following facts:

WHEREAS, on March 31, 2013, the Company issued to Holder a Convertible Debenture (the "Debenture"), a copy of which is attached hereto as Exhibit A, pursuant to which the Company is indebted to the Holder in the sum of \$324,917.81 as of the date hereof (the "Outstanding Debt"); and

WHEREAS, the Company wishes to settle the Outstanding Debt with payment, in the amount of such Outstanding Debt, converted into a license fee in connection with the Company's Ohio license territory (the "License Fee"), and the Holder agrees to convert the Outstanding Debt into the License Fee.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties to this Agreement (collectively, the "parties" and individually, a "party") hereby agree as follows:

1. License Fee. In exchange for the termination of the Debenture, the Holder shall convert the Outstanding Debt into the License Fee.
2. Termination of Debenture. It is agreed and acknowledged that as of the date hereof, the Debenture shall be terminated and canceled in full and rendered null and void. All past, current, or future obligations of the parties under the Debenture shall be extinguished, except as otherwise expressly set forth in this Agreement. The Holder will return the original Debenture for cancellation by the Company as of the date hereof. The Holder acknowledges and agrees that as of the date hereof, she shall have no surviving right, title or interest in or to the Debenture or any shares issuable upon the conversion thereof.
3. Holder Representations. The Holder represents that (a) she has a pre-existing business relationship with the Company or its managers, officers or controlling persons; (b) by reason of the Holder's business or financial experience, the Holder can be reasonably assumed to have the capacity to protect her own interests in connection with the transaction contemplated by this Agreement; and (c) the License Fee shall not exceed ten percent (10%) of the Holder's net worth. The Holder further represents that (y) she is the sole owner and holder of the Debenture, and has not assigned, transferred, sold, pledged, conveyed or otherwise disposed of (or attempted any of the foregoing with respect to) the Debenture or any shares convertible thereunder and (z) she has full power and authority to enter into this Agreement, to consummate the transactions contemplated hereby and to comply with the terms, conditions and provisions hereof.
4. Company's Representations. The Company represents that (a) neither the execution or delivery of this Agreement by the Company, nor the consummation of the transactions contemplated hereby, will (i) conflict with or result in the breach of any term or provision of, or constitute a default under, the Articles of Incorporation or Bylaws of the Company or any material agreement, instrument or indenture to which the Company is a party or by which it is bound; or (ii) violate any order, writ, injunction, decree, statute, rule or regulation applicable to the Company; (b) the Company has full corporate power and authority to enter into this Agreement, to consummate the transactions contemplated hereby and to comply with the terms, conditions and provisions hereof; (c) the execution, delivery and performance by the Company of this Agreement, and the actions to be taken by the Company contemplated hereby, have been duly and validly authorized by the Board of Directors of the Company and no other corporate proceedings on the part of the Company are necessary with respect hereto or thereto; and (d) payment of the License Fee has been duly authorized on behalf of the Company.

5. Attorneys' Fees. In the event any action is brought to enforce this Agreement, the prevailing party in any such dispute or proceeding shall be entitled to recover said party's total reasonable attorneys' fees and costs arising out of or in connection with such action.
6. Binding Effect. The provisions of this Agreement will be binding upon and inure to the benefit of the heirs, executors, administrators, personal representatives, successors in interest and assigns to the respective parties to it.
7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada without giving effect to any choice of law provisions. The language and all parts of this Agreement shall be in all cases construed as a whole according to its very meaning and not strictly for or against any individual party.
8. Entire Agreement. This Agreement memorializes and constitutes the entire agreement and understanding among the parties with respect to the subject matter hereof and supersedes all prior negotiations, proposed agreements and agreements, whether written or unwritten. The parties acknowledge that no other party, nor any agent or attorney of any other party, has made any promises, representations or warranties whatsoever, expressly or impliedly, which are not expressly contained in this Agreement in reliance upon any collateral promise, representation, warranty or belief.
9. Further Cooperation. Each party shall hereafter execute the documents and do all that is necessary, convenient or desirable in the reasonable opinion of the other party to effect the provisions of this Agreement.
10. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but both of which together shall constitute but one and the same instrument. Facsimile signatures shall be treated as originals for all purposes.
11. Invalidity. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and, in lieu of such illegal or invalid provision as may be possible and, if such illegal or invalid provision cannot be so modified, then it shall be deemed not to be a part of this Agreement.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

COMPANY:

BIOCORRX, INC.

By: /s/ Neil Muller

Name: Neil Muller

Title: President

By: /s/ Lourdes Felix

Name: Lourdes Felix

Title: Chief Financial Officer

HOLDER:

By: /s/ Patty Hollis

Name: Patty Hollis

EXHIBIT A
CONVERTIBLE DEBENTURE

CONVERTIBLE DEBT EXCHANGE AGREEMENT

This CONVERTIBLE DEBT EXCHANGE AGREEMENT (this "Agreement") is made and entered into as of June 25, 2014 by and between BioCorRx, Inc., a Nevada corporation (the "Company"), and Bradley Gann (the "Holder"), with reference to the following facts:

WHEREAS, on March 31, 2013, the Company issued to Holder a Convertible Debenture (the "Debenture"), a copy of which is attached hereto as Exhibit A, pursuant to which the Company is indebted to the Holder in the sum of \$130,534.26 as of the date hereof (the "Outstanding Debt"); and

WHEREAS, the Company wishes to settle the Outstanding Debt with payment, in the amount of such Outstanding Debt, converted into a license fee in connection with the Company's Ohio license territory (the "License Fee"), and the Holder agrees to convert the Outstanding Debt into the License Fee.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties to this Agreement (collectively, the "parties" and individually, a "party") hereby agree as follows:

1. License Fee. In exchange for the termination of the Debenture, the Holder shall convert the Outstanding Debt into the License Fee.
2. Termination of Debenture. It is agreed and acknowledged that as of the date hereof, the Debenture shall be terminated and canceled in full and rendered null and void. All past, current, or future obligations of the parties under the Debenture shall be extinguished, except as otherwise expressly set forth in this Agreement. The Holder will return the original Debenture for cancellation by the Company as of the date hereof. The Holder acknowledges and agrees that as of the date hereof, he shall have no surviving right, title or interest in or to the Debenture or any shares issuable upon the conversion thereof.
3. Holder Representations. The Holder represents that (a) he has a pre-existing business relationship with the Company or its managers, officers or controlling persons; (b) by reason of the Holder's business or financial experience, the Holder can be reasonably assumed to have the capacity to protect his own interests in connection with the transaction contemplated by this Agreement; and (c) the License Fee shall not exceed ten percent (10%) of the Holder's net worth. The Holder further represents that (y) he is the sole owner and holder of the Debenture, and has not assigned, transferred, sold, pledged, conveyed or otherwise disposed of (or attempted any of the foregoing with respect to) the Debenture or any shares convertible thereunder and (z) he has full power and authority to enter into this Agreement, to consummate the transactions contemplated hereby and to comply with the terms, conditions and provisions hereof.
4. Company's Representations. The Company represents that (a) neither the execution or delivery of this Agreement by the Company, nor the consummation of the transactions contemplated hereby, will (i) conflict with or result in the breach of any term or provision of, or constitute a default under, the Articles of Incorporation or Bylaws of the Company or any material agreement, instrument or indenture to which the Company is a party or by which it is bound; or (ii) violate any order, writ, injunction, decree, statute, rule or regulation applicable to the Company; (b) the Company has full corporate power and authority to enter into this Agreement, to consummate the transactions contemplated hereby and to comply with the terms, conditions and provisions hereof; (c) the execution, delivery and performance by the Company of this Agreement, and the actions to be taken by the Company contemplated hereby, have been duly and validly authorized by the Board of Directors of the Company and no other corporate proceedings on the part of the Company are necessary with respect hereto or thereto; and (d) payment of the License Fee has been duly authorized on behalf of the Company.

5. Attorneys' Fees. In the event any action is brought to enforce this Agreement, the prevailing party in any such dispute or proceeding shall be entitled to recover said party's total reasonable attorneys' fees and costs arising out of or in connection with such action.
6. Binding Effect. The provisions of this Agreement will be binding upon and inure to the benefit of the heirs, executors, administrators, personal representatives, successors in interest and assigns to the respective parties to it.
7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada without giving effect to any choice of law provisions. The language and all parts of this Agreement shall be in all cases construed as a whole according to its very meaning and not strictly for or against any individual party.
8. Entire Agreement. This Agreement memorializes and constitutes the entire agreement and understanding among the parties with respect to the subject matter hereof and supersedes all prior negotiations, proposed agreements and agreements, whether written or unwritten. The parties acknowledge that no other party, nor any agent or attorney of any other party, has made any promises, representations or warranties whatsoever, expressly or impliedly, which are not expressly contained in this Agreement in reliance upon any collateral promise, representation, warranty or belief.
9. Further Cooperation. Each party shall hereafter execute the documents and do all that is necessary, convenient or desirable in the reasonable opinion of the other party to effect the provisions of this Agreement.
10. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but both of which together shall constitute but one and the same instrument. Facsimile signatures shall be treated as originals for all purposes.
11. Invalidity. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and, in lieu of such illegal or invalid provision as may be possible and, if such illegal or invalid provision cannot be so modified, then it shall be deemed not to be a part of this Agreement.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

COMPANY:

BIOCORRX, INC.

By: /s/ Neil Muller

Name: Neil Muller

Title: President

By: /s/ Lourdes Felix

Name: Lourdes Felix

Title: Chief Financial Officer

HOLDER:

By: /s/ Bradley Gann

Name: Bradley Gann

EXHIBIT A
CONVERTIBLE DEBENTURE

CONVERTIBLE DEBT EXCHANGE AGREEMENT

This CONVERTIBLE DEBT EXCHANGE AGREEMENT (this "Agreement") is made and entered into as of June 30, 2014 by and between BioCorRx, Inc., a Nevada corporation (the "Company"), and Neil Muller (the "Holder"), with reference to the following facts:

WHEREAS, as of the date hereof, the Company owes to the Holder the sum of \$153,916 for services rendered to the Company (the "Outstanding Debt"); and

WHEREAS, the Company wishes to settle the Outstanding Debt with payment, in the amount of such Outstanding Debt, converted into a license fee in connection with the Company's Nevada license territory (the "License Fee"), and the Holder agrees to convert the Outstanding Debt into the License Fee.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties to this Agreement (collectively, the "parties" and individually, a "party") hereby agree as follows:

1. License Fee. The Holder shall convert the Outstanding Debt into the License Fee.
2. Termination of Outstanding Debt. It is agreed and acknowledged that as of the date hereof, the Outstanding Debt shall be terminated and canceled in full and rendered null and void. All past, current, or future obligations of the parties in connection with the Outstanding Debt shall be extinguished, except as otherwise expressly set forth in this Agreement. The Holder acknowledges and agrees that as of the date hereof, he shall have no surviving right, title or interest in the Outstanding Debt.
3. Holder Representations. The Holder represents that (a) he has a pre-existing business relationship with the Company or its managers, officers or controlling persons; (b) by reason of the Holder's business or financial experience, the Holder can be reasonably assumed to have the capacity to protect his own interests in connection with the transaction contemplated by this Agreement; and (c) the License Fee shall not exceed ten percent (10%) of the Holder's net worth. The Holder further represents that (y) he is the sole owner and holder of the Outstanding Debt, and has not assigned, transferred, sold, pledged, conveyed or otherwise disposed of (or attempted any of the foregoing with respect to) the Outstanding Debt or any shares convertible thereunder and (z) he has full power and authority to enter into this Agreement, to consummate the transactions contemplated hereby and to comply with the terms, conditions and provisions hereof.
4. Company's Representations. The Company represents that (a) neither the execution or delivery of this Agreement by the Company, nor the consummation of the transactions contemplated hereby, will (i) conflict with or result in the breach of any term or provision of, or constitute a default under, the Articles of Incorporation or Bylaws of the Company or any material agreement, instrument or indenture to which the Company is a party or by which it is bound; or (ii) violate any order, writ, injunction, decree, statute, rule or regulation applicable to the Company; (b) the Company has full corporate power and authority to enter into this Agreement, to consummate the transactions contemplated hereby and to comply with the terms, conditions and provisions hereof; (c) the execution, delivery and performance by the Company of this Agreement, and the actions to be taken by the Company contemplated hereby, have been duly and validly authorized by the Board of Directors of the Company and no other corporate proceedings on the part of the Company are necessary with respect hereto or thereto; and (d) payment of the License Fee has been duly authorized on behalf of the Company.

5. Attorneys' Fees. In the event any action is brought to enforce this Agreement, the prevailing party in any such dispute or proceeding shall be entitled to recover said party's total reasonable attorneys' fees and costs arising out of or in connection with such action.
6. Binding Effect. The provisions of this Agreement will be binding upon and inure to the benefit of the heirs, executors, administrators, personal representatives, successors in interest and assigns to the respective parties to it.
7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada without giving effect to any choice of law provisions. The language and all parts of this Agreement shall be in all cases construed as a whole according to its very meaning and not strictly for or against any individual party.
8. Entire Agreement. This Agreement memorializes and constitutes the entire agreement and understanding among the parties with respect to the subject matter hereof and supersedes all prior negotiations, proposed agreements and agreements, whether written or unwritten. The parties acknowledge that no other party, nor any agent or attorney of any other party, has made any promises, representations or warranties whatsoever, expressly or impliedly, which are not expressly contained in this Agreement in reliance upon any collateral promise, representation, warranty or belief.
9. Further Cooperation. Each party shall hereafter execute the documents and do all that is necessary, convenient or desirable in the reasonable opinion of the other party to effect the provisions of this Agreement.
10. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but both of which together shall constitute but one and the same instrument. Facsimile signatures shall be treated as originals for all purposes.
11. Invalidity. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and, in lieu of such illegal or invalid provision as may be possible and, if such illegal or invalid provision cannot be so modified, then it shall be deemed not to be a part of this Agreement.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

COMPANY:

BIOCORRX, INC.

By: /s/ Lourdes Felix

Name: Lourdes Felix

Title: Chief Financial Officer

By: /s/ Brady Granier

Name: Brady Granier

Title: Chief Operating Officer

HOLDER:

By: /s/ Neil Muller

Name: Neil Muller