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): **July 7, 2014**

BioCorRx Inc.

(Exact name of registrant as specified in its charter)

333-153381
(Commission File Number)

Nevada	**26-0685980**
(State or other jurisdiction of Incorporation)	(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)

Item 1.01 Entry into a Material Definitive Agreement.

On April 8, 2013, BioCorRx Inc., formerly Fresh Start Private Management, Inc. (the "Company"), entered into a License Agreement (the "License Agreement") with Kryptonite Investments LLC (the "Licensee") and Trinity Rx Solutions, LLC. The License Agreement provided, among other things, that (i) the Company would grant to the Licensee the exclusive right to use, sell, and offer for sale, the Naltrexone Implant (the "Product"), as defined in the License Agreement, and to the educational resources, proprietary elements and know-how associated with the Product; and (ii) the Licensee would pay to the Company a license fee.

On July 7, 2014, the Company and the Licensee entered into a Restatement of Sublicense Agreement (the "Restatement"), which fully restates the material terms of the License Agreement. The execution date of the License Agreement shall remain the effective date of the Restatement and all obligations of the parties thereunder.

On April 5, 2013, the Company issued a Convertible Debenture (the "Original Note") to various holders in the principal sum of $425,000, convertible into common stock of the Company. On July 7, 2014, the Company executed various Amended and Restated Promissory Notes (the "Amended Notes"), the form of which is attached hereto as Exhibit 10.2, to the holders of the Note, in the aggregate principal amount of $545,217.81 ("Amended Principal"), which is equal to the principal sum of the Original Note, plus the interest accrued thereon as of the date of the Amended Notes. Pursuant to the Amended Notes, the Amended Principal, plus interest thereon at a rate of twelve percent (12%) per annum payable in equal monthly installments, with the balance payable on or before July 15, 2016. The Amended Notes are not convertible into shares of common stock. In the event that the Company fails to make a timely payment or to perform any term of the Amended Notes, the holders thereof shall have the right to declare the full, unpaid balance thereof immediately payable.

On April 5, 2013, the Company issued a Series A Warrant for the Purchase of Shares of Common Stock (the "Warrant") to various holders for the purchase of an aggregate of 1,275,000 shares of common stock of the Company at the purchase price of $1.00 per share. On July 7, 2014, the Company executed an Amendment and Restatement of Warrant for the Purchase of Shares of Common Stock (the "Amended Warrant"), which provided that the number of common shares that the holder has the right to purchase equals 1,275,000 at $0.25 per share. The issuance was made pursuant to Section 4(2) of the Securities Act of 1933, as amended. The proceeds shall be used for general corporate purposes.

The foregoing text of this Item 1.01 is qualified in its entirety by the Restatement, a Form of Note, and a Form of Warrant, attached hereto as Exhibits 10.1, 10.2, and 10.3, respectively. The terms of the Restatement, the Form of Note, and the Form of Warrant are incorporated by reference herein.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation.

The information contained in Item 1.01 is incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

The information contained in Item 1.01 is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

Exhibits

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

Exhibit 10.1	Restatement of Sublicense Agreement, dated July 7, 2014.*
Exhibit 10.2	Form of Note.
Exhibit 10.3	Form of Warrant.

_____

*A portion of Exhibit 10.1 has been omitted pursuant to a Confidential Treatment Request filed with the Securities and Exchange Commission.

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 11, 2014

By: */s/ Lourdes Felix*

Lourdes Felix
Chief Financial Officer and Director

EXHIBIT 10.1

RESTATEMENT OF SUBLICENSE AGREEMENT

This Restatement of Sublicense Agreement (the "Agreement") is entered into and made effective July 7, 2014 (the "Effective Date") between BIOCORRX, INC., whose principal place of business is at 601 Parkcenter Drive, Suite 103, Santa Ana, California 92705 (hereinafter referred to as "LICENSOR") and, Kryptonite Investments, LLC, whose principal place of business is P.O. Box 464, Brimfield, IL 61517 (hereinafter referred to as "LICENSEE").

BioCorRx, Inc. is formerly known as Fresh Start Private Management, Inc All parties are aware of and acknowledge the name change and proceed with that understanding.

This Restatement appropriately and fully states the intent and understanding of all parties and shall serve to clarify issues which have become known to the parties since the execution of the License Agreement on April 8, 2013. The execution date of April 8, 2013 shall remain the effective date for establishment and granting of the License and all calculations of performance deadlines and relevant obligations between the parties. In the event that any of the terms contained herein may conflict or contradict terms called for in the License Agreement executed on April 8, 2013, it is acknowledged and agreed by all parties that terms stated herein shall fully supersede any and all prior agreements and/or understandings between the parties whether written or oral.

LICENSOR possesses a master license granted to LICENSOR by Trinity Rx Solutions, whose principal place of business is 217-21 Rockaway Point Blvd, Breezy Point New York, 11695 (hereinafter referred to as "TRINITY"). TRINITY is aware of, and acknowledges and grants to LICENSOR all rights necessary to grant the SUBLICENSE described herein to LICENSEE. TRINITY'S acknowledgement of LICENSOR'S right to SUBLICENSE to LICENSEE is expressly confirmed as evidenced by the signature of TRINITY representative and owner SAL AMODEO.

WITNESSETH

WHEREAS, Trinity has granted to LICENSOR exclusive, worldwide licensing rights except for Australia and New Zealand (the "Licensor Rights") pursuant to that certain License Agreement entered into between LICENSOR and Trinity dated October 28, 2010 (the "Trinity License Agreement") for Naltrexone Implants that have been designed to treat alcoholism and Opioid addiction (the "Implant");

WHEREAS, LICENSOR has developed and owns worldwide rights to the Start Fresh Coaching Program (the "Coaching Program");

WHEREAS, LICENSOR has developed certain Know-How as defined below;

WHEREAS, LICENSEE desires to sub-license from Licensor the Licensor Rights solely for use in the License Territory (as defined below), upon the terms and conditions provided herein;

WHEREAS, LICENSEE desires to acquire an exclusive license to distribute and sell, solely in the License Territory, the Implant and Coaching Program upon the terms and conditions contained herein; and

WHEREAS, LICENSEE desires to acquire an exclusive license to utilize, solely in the License Territory, the Know-How.

NOW THEREFORE, for these and other valuable considerations defined herein, the parties agree as follows:

l. DEFINITIONS

1.1 "Affiliate" shall mean any corporation or other business entity controlled by, controlling or under common control with LICENSOR or LICENSEE. For purposes of this Agreement, "control" shall mean direct or indirect beneficial ownership of at least a fifty percent (50%) of the voting interest in such entity, or such other relationship as in fact, constitutes actual control.

1.2 "Know-How" shall mean trade secrets, inventions, data, processes, procedures, devices, methods, formulas, protocols, trademarks, logos, marketing materials, copyrights, patents, information and other know-how, whether or not patentable, which is owned or controlled by LICENSOR during the License Term and is necessary or useful for the commercial exploitation of the Implants and Coaching Program.

1.3 "License Territory" shall mean the entire state of Arizona.

1.4 "Regulatory Authority" shall mean the United States federal government, any state or local agency, or any other medical licensing or regulatory authority in any jurisdiction.

2. GRANT OF LICENSES

2.1 **Grant of Sub-License.** In consideration of the fees to be paid and other mutual promises further described herein, LICENSOR hereby grants to LICENSEE an exclusive sublicense in the License Territory to obtain, market, use, sell, and offer for sale, the Implants pursuant to the terms contained herein.

2.2 **Grant of Other Licenses.** In consideration of the fees to be paid and other mutual promises further described herein, LICENSOR also grants to LICENSEE an exclusive, license to, solely within the License Territory: (i) obtain, market, use, sell, and offer for sale the Coaching Program; and (ii) utilize the Know-How, which shall specifically include, but not be limited to, the logo and certain marketing materials currently utilized by Licensor, as well as the characteristics of the compound formula of the Implant solely for the purposes described herein.

2.3 **Acknowledgement by Trinity.** Trinity acknowledges that Licensor currently has the exclusive rights to sub-license the use of the Implants and to grant the sub-license contained herein; provided, however, that in the event that Licensor no longer has the Licensor Rights granted pursuant to the Trinity License Agreement, or the ability to grant the sub-license granted under Section 2.1, Trinity agrees for the term of this agreement that it shall grant to Licensee the same rights as granted to Licensor pursuant to the Trinity License Agreement with respect to Licensee's rights to utilize the Implants as further described herein.

2.4 **Further Actions.** It is agreed that the LICENSOR will grant LICENSEE the right to communicate directly with Trinity, with any and all written communications to include copied communications to LICENSOR; provided, however, that LICENSEE agrees not to circumvent the LICENSOR with any of its business dealings with Trinity. Notwithstanding the foregoing, LICENSEE agrees to follow instructions for program and implant ordering pursuant to Exhibit B.

2.5 **Exclusivity**. The license and sub-license granted herein shall be exclusive in nature for the License Territory, and LICENSOR agrees only LICENSEE shall have the right to market and sell the Implants and Coaching Program, and utilize the Know-How in the License Territory, and further, that LICENSEE may seek an injunction or other temporary relief preventing any third party, including LICENSOR, from selling the Implants or Coaching Program in the License Territory or taking any action to specifically divert business away from LICENSEE in the License Territory.

3. TERM

3.1 So long as all minimal annual milestones are achieved, all payment installments received, and any alleged breaches by LICENSEE are timely cured this Agreement shall remain in effect in perpetuity. Any failure by LICENSEE, in whole or in part, to achieve all minimum annual milestones, make payment installments on time and/or cure any material breach on the part of LICENSEE shall allow LICENSOR to terminate this SUBLICENSE AGREEMENT with all rights conferred to LICENSEE reverting back to LICENSOR.

4. REPRESENTATIONS AND WARRANTIES

4.1 **Mutual Representations and Warranties.** Each party represents and warrants that: (i) it possesses the legal capacity and is authorized to execute and deliver this Agreement and to perform its obligations hereunder; (ii) this Agreement is a legal and valid obligation binding upon it and enforceable in accordance with its terms; and (iii)to the best of its knowledge the execution, delivery and performance of this Agreement does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.

4.2 **Representations and Warranties of LICENSOR.**

(a) LICENSOR represents and warrants that LICENSOR owns the rights to the Coaching Program and Know-How and has sufficient rights and power to grant the licenses to the Coaching Program and Know-How which LICENSOR purports to grant herein.

(b) LICENSOR represents and warrants that: (i) LICENSOR has the LICENSOR Rights and is not in breach of the Trinity License Agreement; (ii) LICENSOR will not willfully breach the Trinity License Agreement at any time after the Effective Date; and (iii) that LICENSOR has the sufficient rights and power to grant the sub-license to LICENSEE described in Section 2.1.

(c) LICENSOR represents that, to the best of its knowledge, except as set forth, there are no outstanding liens, encumbrances, agreements or understandings of any kind, either written, oral or implied, regarding the Coaching Program or Know-How which are inconsistent or in conflict with any provision of this Agreement.

(d) LICENSOR represents and warrants that it has no knowledge of any outstanding and unresolved claim or accusation that the Implants, Coaching Program, or Know-How infringes or may infringe any third-party patent right(s). Furthermore, Licensor represents that it has no knowledge of any claim or threatened legal action that could impair the Licensor Rights, or any license or sub-license granted to LICENSEE herein.

(e) LICENSOR represents and warrants that it has not received any written notice, or been threatened that any Regulatory Agency plans to take any action that would be materially adverse to the Implants, the Coaching Program, or the Know-How.

(f) LICENSOR represents and warrants that it possesses product liability insurance as of the effective date and will continue to retain such insurance for the term of this agreement unless denied by insurance carriers due to circumstances out of LICENSOR’s control.

4.3 **Representations and Warranties of LICENSEE.**

(a) LICENSEE represents that it has the financial resources required to open and operate a business location to promote the Implants and Coaching Program (the "Licensee Business"), and is aware of and will comply with all laws and requirements necessary to lawfully operate the Licensee Business.

(b) LICENSEE represents that it will use its best efforts to promote the positive image of the Implants and the Coaching Program.

(c) LICENSEE represents that it has no current legal claims from parties that may inhibit LICENSEE's ability to operate the Licensee Business.

(d) LICENSEE warrants that it will identify and ensure compliance with all medical codes of conduct and applicable laws and statutes in the License Territory as applicable to the Licensee Business.

(e) LICENSEE represents that it will use commercially reasonable efforts to maintain the confidentiality of the Know-How.

(f) LICENSEE represents that they meet the criteria to be an Accredited Investor.

(g) LICENSEE represents that it will not intentionally market the implant or program outside of the License Territory without consent from LICENSOR or 3rd Party that may have license or distribution rights to the specific territory targeted with marketing.

(h) LICENSEE represents and warrants that it possesses product liability insurance as of the effective date and will continue to retain such insurance for the term of this agreement unless denied by insurance carriers due to circumstances out of LICENSEE’s control.

4.4 **Representations and Warranties of Trinity.**

(a) Trinity represents and warrants that: (i) Licensor is not in breach of the Trinity License Agreement; and (ii) Licensor has a valid, perpetual, irrevocable license right to distribute the Implant and a right to sublicense such rights. Furthermore, as of the Effective Date, Trinity represents and warrants that it has taken no action, or is contemplating any such action, to terminate the Licensor Rights, or Licensor's ability to grant the sublicense contained in Section 2.1.

(b) Trinity represents and warrants that it will not license the rights to market, sell, or use the Implants to any third party in the License Territory without the express written consent of LICENSEE.

5. *

6. ASSIGNMENT

Neither party shall assign this Agreement without the consent of the other party, such consent to not be unreasonably withheld.

7. BINDING EFFECT

This Agreement shall extend to and be fully binding upon the successors and legal representatives and permitted assigns of LICENSOR and LICENSEE.

8. NOTICE

All correspondence to LICENSEE shall be addressed as follows below, or to any new address as supplied subsequent to the signing of this Agreement:

Kryptonite Investments, LLC
P.O. Box 464
Brimfield, IL 61517

All correspondence to LICENSOR shall be addressed, as follows:

BioCorRx, Inc.
601 N. Parkcenter Dr, Suite 103
Santa Ana, California 92705
Attention: Mr. Brady Granier

Either party may change the address to which correspondence to it is to be addressed by notification as provided herein.

* Information omitted pursuant to a Confidential Treatment Request filed with the Securities and Exchange Commission.

9. TERMINATION

9.1 **Termination by LICENSOR.** LICENSOR shall have the right to terminate this Agreement if LICENSEE commits a material breach of an obligation under this Agreement and such breach is not cured by LICENSEE within sixty (60) days from the date LICENSOR notifies LICENSEE in writing of the breach.

9.2 **Termination by LICENSEE.** LICENSEE shall have the right to terminate this Agreement for any reason, or no reason at all upon sixty (60) days notice to LICENSOR. In the event that LICENSEE terminates this Agreement pursuant to this Section 9.2, LICENSEE agrees not to engage in a competitive business with LICENSOR in the License Territory for a period of two (2) years following the effective date of termination. For purposes of this Agreement, the term "competitive business" shall mean the treatment of alcoholism or opioid addiction through the use of an implanted device and/or coaching or counseling.

9.3 **Effect of Termination.** Upon a termination of this Agreement, the licenses granted herein shall immediately terminate and each party shall immediately return or destroy any Confidential Information of the other party; provided, however, that each party may keep any portion of the Confidential Information required to be maintained by such party by any Regulatory Agency.

10. CONFIDENTIALITY

10.1 Confidential Information means (i) all proprietary or confidential information of either party hereto or its customers which is: (a) designated in writing as such; or (b) that by nature of the circumstances surrounding the disclosures in good faith ought to be treated as proprietary or confidential, including, but not limited to, the Coaching Program, the Know-How, and any information concerning any patient of LICENSEE.

10.2 Each party shall use the Confidential Information only for the purposes as set forth in the Agreement and shall disclose the Confidential Information only as specifically authorized in Section 10.3 below. Neither party shall remove any confidentiality, copyright, or similar notices or legends from the Confidential Information and shall implement such safeguards and controls as may be necessary or appropriate to protect against unauthorized uses or disclosures of the Confidential Information.

10.3 The receiving party shall not disclose Confidential Information except (i) to its employees, consultants or any third party having a legitimate business purpose and having a need to know such Confidential Information and (ii) in accordance with judicial or other governmental order, provided the receiving party gives reasonable notice to the other party prior to such disclosure and shall comply with any protective order or equivalent.

10.4 If any employee, officer, director, consultant, or agent of either party violates the provisions of this Section 10, or if any third party obtains any Confidential Information through one party without the other party’s authorization, then such disclosing party shall take, at its own expense, all actions that may be required to remedy such violation, or recover such Confidential Information and to prevent such employee, officer, director, agent, consultant, or third party from using or disseminating such Confidential Information, including, but not limited to, legal actions for seizure and injunctive relief, if then available under local law. If the disclosing party fails to take such actions in a timely and adequate manner, the other party or its designee may take such actions in its own name or disclosing party’s name and at the disclosing party’s expense.

11. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of California and both parties agree that any action brought under this Agreement by either party shall exclusively be brought in the courts of Los Angeles County, CA.

12. SEVERABILITY

Should any part or provision of this Agreement be held unenforceable or in conflict with the applicable laws or regulations of any jurisdiction, the invalid or unenforceable part or provision shall be replaced with a provision which accomplishes, to the extent possible, the original business purpose of such part or provision in valid and enforceable manner, and the remainder of the Agreement shall remain binding upon the parties hereto.

13. SURVIVAL

Sections 4, 10 and 11 shall survive the termination of this Agreement.

14. OWNERSHIP

All Confidential Information, including all copies, disclosed by LICENSOR to the LICENSEE under this Agreement, shall be and remain property of LICENSOR notwithstanding the integration of such Confidential Information into a new document by LICENSEE. Upon.: (i) written request by LICENSOR; (ii) termination of this agreement; or(iii) conclusion of the Parties' business relationship, all of LICENSOR's Confidential Information, including all copies thereof and records, notes and other written, printed or tangible material pertaining thereto that is in possession of the LICENSEE, shall be returned to LICENSOR promptly and shall not thereafter be retained in any form by LICENSEE; provided, however, that documents created by LICENSEE that include both LICENSOR's and LICENSEE's Confidential Information do not need to be delivered to LICENSOR and may instead be destroyed by LICENSEE in a manner which preserves its confidentiality. The LICENSEE shall provide written certification that all of LICENSOR's confidential information has been destroyed.

15. AMENDMENT

No amendment or modification of the terms of this Agreement shall be binding on either party unless reduced to writing and signed by an authorized officer of the party to be bound

16. WAIVER

No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be deemed a waiver of any other right hereunder.

17. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto respecting the subject matter hereof, and supersedes and terminates all prior agreements respecting the subject matter hereof, whether written or oral, and may be amended only by an instrument in writing executed by both parties hereto.

18. ATTORNEYS FEES

The prevailing party in any dispute that arises out of or is related to this agreement shall be entitled to recover their reasonable attorney's fees and litigation costs associated with the dispute.

19. COUNTERPARTS

This Agreement may be executed in counterparts and each such counterpart shall be deemed an original hereof.

20. INDEMNIFICATION

20.1 **LICENSOR Indemnification.** LICENSOR hereby agrees to indemnify and hold harmless LICENSEE, and its members, successors, employees, and agents ("LICENSEE Indemnified Parties") from and against any loss, damages or costs incurred by the LICENSEE Indemnified Parties as a result of: (i) a breach of any representation or warranty by LICENSOR; or (ii) any breach of this Agreement related to the grossly negligent or intentional actions of LICENSOR.

20.2 **LICENSEE Indemnification.** LICENSEE hereby agrees to indemnify and hold harmless LICENSOR, and its members, successors, employees, and agents ("LICENSOR Indemnified Parties") from and against any loss, damages or costs incurred by the LICENSOR Indemnified Parties as a result of: (i) a breach of any representation or warranty by LICENSEE; or (ii) any breach of this Agreement related to the grossly negligent or intentional actions of LICENSEE.

21. NO FURTHER ASSURANCES

This Agreement contains all rights and interests conveyed and shall supersede any and all other agreements, proposals, communications and understandings, whether intended or not, which may have occurred prior to the execution of this Agreement. By entering into this Agreement LICENSEE acknowledges and confirms that it has no anticipation or expectation of any additional consideration whether in the form of additional or expanded territories or otherwise. LICENSOR is under no obligation to offer LICENSEE any other territories or the right to match any proposed offers to LICENSOR for other territories, if any, that may be presented to LICENSOR in the future.

IN WITNESS WHERE OF, the parties here to have caused this Agreement to be executed by their respective officers there unto duly authorized to be effective as of the Effective Date.

LICENSEE

Kryptonite Investments, LLC

By: /s/ *Karen Kansfield*
Name: Karen Kansfield
Title: President

LICENSOR

BioCorRx, Inc.

By: /s/ *Neil Muller*
Name: Neil Muller
Title: President

By: /s/ *Brady Granier*
Name: Brady Granier
Title: Chief Operating Officer

By: /s/ *Lourdes Felix*
Name: Lourdes Felix
Title: Chief Financial Officer

With respect to Sections 2.3, and 4.4 only:

Trinity
Trinity Rx Solutions, Inc.

By: /s/ *Sal Amodeo*
Name: Sal Amodeo
Title: President

Exhibit A*

* Information omitted pursuant to a Confidential Treatment Request filed with the Securities and Exchange Commission.

Exhibit B*

* Information omitted pursuant to a Confidential Treatment Request filed with the Securities and Exchange Commission.

Exhibit C

Note Payable (See Exhibit 10.2)

Exhibit D*

_____

* Information omitted pursuant to a Confidential Treatment Request filed with the Securities and Exchange Commission.

EXHIBIT 10.2

FORM OF
PROMISSORY NOTE

DATE: July 07, 2014 **CITY:** Santa Ana **STATE:** California

PRINCIPAL AMOUNT: _____

LENDER: _____

BORROWER: BioCorRx, Inc.
601 North Parkcenter Drive, Suite 103
Santa Ana, California 92705
E.I.N.: 26-1972677

RECITALS:

This note amends and restates in its entirety that certain Convertible Note dated April 5, 2013, made by the Borrower in favor of the Lender in the original principal amount of _____ ($____) (the "Existing Note"); provided, that this Note is given solely in substitution of the Existing Note and not in repayment or satisfaction thereof. The Borrower hereby acknowledges and agrees that simultaneously with the Borrower's execution and delivery of this Note to the Lender, the Lender has agreed to deliver, and is in fact delivered, to the Borrower the Existing Note, marked "cancelled".

1. **PAYMENT AMOUNT:** For value received, Borrower promises to pay to the order of Lender the sum of ($_____) as set forth in Exhibit A, together with interest and other charges provided herein pursuant to the terms of this Note.

2. **INTEREST:** Interest on the balance due shall accrue from the date of this Note at the rate of twelve percent (12%) per annum.

3. **INSTALLMENT PAYMENTS AND BALOON PAYMENT:** Borrower will make monthly installment payments, which include principal and interest, of not less than _____ ($____), beginning on August 15, 2014 and continuing on the fifteenth (15th) day of each month until July 15, 2016. Borrower agrees to pay the remaining principal balance and interest on or before July 15, 2016.

4. **PREPAYMENT:** Any portion or all of the balance due on this Note may be prepaid at any time without penalty.

5. **PLACE OF PAYMENT:** All payments shall be made payable to Lender and delivered or sent to the address of Lender as provided below, or at such other place as Lender may hereafter designate in writing.

6. **LATE PAYMENT CHARGE:** If any payment is fifteen (15) or more days in arrears then, without notice of delinquency, a charge of five percent (5%) of the payment shall be charged to Borrower and added to the balance due on this Note and shall bear interest at the rate herein described. Such late payment charge shall be paid by Borrower within seven (7) days of the date it is incurred. Lender shall have the continued right to declare a breach of this agreement for Borrower's failure to pay such late payment charge and/or the payment on which it is based. Failure to enforce payment of this late payment charge and/or the payment on which it is based shall not constitute a waiver of Lender's right to assert such breach nor a waiver of Lender's right to enforce any provision of this Promissory Note.

7. **DEFAULT/TIME OF ESSENCE:** Time of payment and performance is of the essence of this Promissory Note. In the event that Borrower shall fail to make any payment due or to perform any of the terms of this agreement, Lender, at Lender's option and subject to the requirements of notice provided herein, shall have the following rights (no one of which shall be waived by exercise of another):

a. To declare the full, unpaid balance of this Note, plus interest and other charges accruing thereon, immediately due and payable;

b. To specifically enforce the terms of this agreement by suit in equity;

c. To bring an action for the unpaid and overdue payments without waiving the right to pursue the principal balance, interest, and additions thereto which are due pursuant to the terms of this Note; and

d. To pursue any and all other rights and remedies provided in law or equity.

8. **DEFAULT NOTICE:** Lender shall not be required to give notice of Borrower's failure to make payments provided herein. However, Borrower shall not be deemed in default for failing to perform any covenant or condition of this Promissory Note, other than the making of payments due hereunder, until notice of said default has been given by Lender to Borrower and Borrower shall have failed to remedy said default within ten (10) days after the giving of the notice. Notice for this purpose shall be deemed to have been given by the deposit in the mail of a certified letter containing said notice and addressed to Borrower at the address herein described. Unless Borrower sends payment by certified mail, Borrower specifically accepts the risk of loss of any payment in the mail or in transfer to the Lender or Lender's agent; and it shall be Borrower's duty to verify that the payment actually has been received if Borrower desires such verification.

9. **NON-WAIVER:** Failure by Lender at any time to require performance by Borrower of any of the provisions hereof shall in no way affect Lender's right hereunder to enforce the same nor shall any waiver by Lender of any breach hereof be held to be a waiver of any succeeding breach or waiver of this non-waiver clause.

10. **MODIFICATION:** This Promissory Note may be modified only by written agreement signed by both Lender and Borrower.

11. **APPLICABLE LAW:** Notwithstanding the fact that Borrower is a Nevada corporation with its principal place of business located in California, the parties acknowledge, agree and have negotiated that this Note shall be governed by the laws of the State of California and jurisdiction shall be deemed proper at Los Angeles County, California.

12. **ATTORNEY FEES:** If this Promissory Note is placed in the hands of an attorney for collection, Borrower promises and agrees to pay Lender's reasonable attorney and legal assistant fees and collection costs, including title and financing statement search costs, even though no suit or action is filed hereon; however, if a suit or an action is filed hereon, the amount of such reasonable attorney and legal assistant fees and other costs shall be fixed by the court or courts, in which the suit or action, including any appeal therefrom, is tried, heard, or decided. In the event that Borrower files for protection under the U.S. Bankruptcy Act during the term of this agreement, Borrower shall pay to Lender all of Lender's attorney fees and costs incurred to protect Lender's interest during the term of the bankruptcy, whether or not Lender is the prevailing party.

BORROWER:

BioCorRx, Inc.
a Nevada corporation

By: */s/ Brady Granier*
Name: Brady Granier
Its: Chief Operating Officer

By: */s/ Neil Muller*
Name: Neil Muller
Its: President

By: */s/ Lourdes Felix*
Name: Lourdes Felix
Its: Chief Financial Officer

LENDER:

By: */s/ Lender*
Name: Lender
Its:

EXHIBIT 10.3

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR UNDER THE SECURITIES LAWS OF ANY STATE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE ACT AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER TO THE EFFECT THAT ANY PROPOSED TRANSFER OR RESALE IS IN COMPLIANCE WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

BIOCORRX INC.

AMENDMENT AND RESTATEMENT OF

WARRANT FOR THE PURCHASE OF SHARES OF COMMON STOCK

No. _____ 1,275,000 Shares

This AMENDMENT AND RESTATEMENT OF WARRANT FOR THE PURCHASE OF SHARES OF COMMON STOCK is made as of July 07, 2014 WHEREAS BioCorRx Inc., a Nevada corporation (the "Company"), with its principal office at 601 N. Parkcenter Drive, Suite 103, Santa Ana, California 92705, and _____, _____, _____ and _____ (collectively, the "Holder") as set forth on Exhibit I;

WHEREAS the Company and the Holder entered into a SERIES A WARRANT FOR THE PURCHASE OF SHARES OF COMMON STOCK, dated as of April 5, 2013.

WHEREAS, this restatement appropriately and fully states the intent and understanding of all parties and shall serve to clarify issues which have become known to the parties since the execution of the SERIES A WARRANT FOR THE PURCHASE OF SHARES OF COMMON STOCK on April 5, 2013. It is acknowledged and agreed by all parties that terms stated herein shall fully supersede any and all prior agreements and/or understandings between parties whether written or oral.

WHEREAS in accordance with Section 1. The Company shall issue a Warrant in favor of the Holder pursuant to which the number of common shares that the Holder has the right to purchase equals One Million Two Hundred Seventy-Five Thousand (1,275,000); and

NOW, THEREFORE, FOR VALUE RECEIVED, the Company hereby certifies that the Holder, or its assigns (hereinafter referred to, collectively, as the "Holder" as the context requires), is entitled, subject to the provisions of this Warrant, to purchase from the Company, at any time before 5:00 p.m. (Pacific Time) on the expiration date of five (5) years following the execution of this Amendment and Restatement dated as of July 07, 2014 (the "Expiration Date"), the number of fully paid and nonassessable Warrant Shares of the Company set forth above, subject to adjustment as hereinafter provided.

Holder may purchase such number of Warrant Shares at a purchase price per share of Twenty-five Cents ($0.25) (the "Exercise Price"). The term "Common Stock" shall mean the aforementioned Common Stock of the Company, together with any other equity securities that may be issued by the Company in addition thereto or in substitution therefor as provided herein.

Section 1. Exercise of Warrant.

(a) This Warrant may be exercised in whole or in part on any business day, commencing on the date of this Warrant, and ending prior to the Expiration Date (collectively, the "Exercise Period"), by presentation and surrender hereof to the Company at its principal office at the address set forth in the initial paragraph hereof (or at such other address as the Company may hereafter notify Holder in writing) with the Purchase Form annexed hereto duly executed and accompanied by proper payment of the Exercise Price in lawful money of the United States of America in the form of cash, by wire transfer or by check, subject to collection, for the number of Warrant Shares specified in the Purchase Form. If this Warrant should be exercised in part only, the Company shall, upon surrender of this Warrant, execute and deliver a new Warrant evidencing the rights of Holder thereof to purchase the balance of the Warrant Shares purchasable hereunder. Upon receipt by the Company of this Warrant and such Purchase Form, together with proper payment of the Exercise Price, at such office, Holder shall be deemed to be the holder of record of the Warrant Shares, notwithstanding that the stock transfer books of the Company shall then be closed or that certificates representing such Warrant Shares shall not then be actually delivered to Holder. The Company shall pay any and all documentary stamp or similar issue or transfer taxes payable in respect of the issue or delivery of the Warrant Shares.

Section 2. Reservation of Shares. The Company hereby agrees that at all times there shall be reserved for issuance and delivery upon exercise of this Warrant all shares of its Common Stock or other shares of capital stock of the Company from time to time issuable upon exercise of this Warrant; *provided, however*, that if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the exercise of all of the outstanding Warrants, the Company shall use commercially reasonable efforts to take such corporate action as necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose, including without limitation engaging in commercially reasonable efforts to obtain the requisite shareholder approval. All such shares shall be duly authorized and, when issued upon such exercise in accordance with the terms of this Warrant, shall be validly issued, fully paid and nonassessable, free and clear of all liens, security interests, charges and other encumbrances or restrictions on sale (other than as provided in the Company's articles of incorporation and any restrictions on sale set forth herein or pursuant to applicable federal and state securities laws) and free and clear of all preemptive rights.

Section 3. Fractional Interest. The Company will not issue a fractional share of Common Stock upon exercise of a Warrant. Instead, the Company will deliver its check for the current market value of the fractional share. The current market value of a fraction of a share is determined as follows: multiply the current market price of a full share by the fraction of a share and round the result to the nearest cent.

The current market price of a share of Common Stock for purposes of this Section is the last reported sales price of the Common Stock as reported by the Financial Industry Regulatory Authority OTC Bulletin Board electronic inter-dealer quotation system, or the primary national securities exchange on which the Common Stock is then quoted, on the last trading day prior to the exercise date; *provided, however*, that if the Common Stock is neither traded on a national securities exchange, the price referred to above shall be the price reflected in the OTC Bulletin Board as reported by FINRA, the OTC Markets Group Inc. electronic inter-dealer quotation system, including OTCQX, OTCQB and OTC Pink, or any organization performing a similar function.

Section 4. Assignment of Loss of Warrant.

(a) Except as provided in Section 9, Holder shall be entitled, without obtaining the consent of the Company, to assign its interest in this Warrant in whole or in part to any person or persons. Subject to the provisions of Section 9, upon surrender of this Warrant to the Company or at the office of its stock transfer agent or warrant agent, with the Assignment Form annexed hereto duly executed and funds sufficient to pay any transfer tax, the Company shall, without charge, execute and deliver a new Warrant or Warrants in the name of the assignee or assignees named in such instrument of assignment (any such assignee will then be a "Holder" for purposes of this Warrant) and, if Holder's entire interest is not being assigned, in the name of Holder, and this Warrant shall promptly be canceled.

(b) Upon receipt of evidence satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant, and (in the case of loss, theft or destruction) of indemnification satisfactory to the Company, and upon surrender and cancellation of this Warrant, if mutilated, the Company shall execute and deliver a new Warrant of like tenor and date.

Section 5. Rights of Holder. Holder shall not, by virtue hereof, be entitled to any rights of a stockholder in the Company, either at law or equity, and the rights of Holder are limited to those expressed in this Warrant. Nothing contained in this Warrant shall be construed as conferring upon Holder hereof the right to vote or to consent or to receive notice as a stockholder of the Company on any matters or with respect to any rights whatsoever as a stockholder of the Company. No dividends or interest shall be payable or accrued in respect of this Warrant or the interest represented hereby or the Warrant Shares purchasable hereunder until, and only to the extent that, this Warrant shall have been exercised in accordance with its terms.

Section 6. Adjustment of Exercise Price. The Exercise Price shall be subject to adjustment from time to time as set forth in this Section 6. The Company shall give the Holder notice of any event described below which requires an adjustment pursuant to this Section 6 in accordance with the notice provisions set forth in Section 6(c).

(b) Stock Dividends, Subdivisions and Combinations. If at any time the Company shall:

(i) make or issue or set a record date for the holders of the Common Stock for the purpose of entitling them to receive a dividend payable in, or other distribution of, shares of Common Stock,

(ii) subdivide its outstanding shares of Common Stock into a larger number of shares of Common Stock, or

(iii) combine its outstanding shares of Common Stock into a smaller number of shares of Common Stock, then (1) the number of shares of Common Stock for which this Warrant may be exercised immediately after the occurrence of any such event shall be adjusted to equal the number of shares of Common Stock which a record holder of the same number of shares of Common Stock for which this Warrant is exercisable immediately prior to the occurrence of such event would own or be entitled to receive after the happening of such event, and (2) the Exercise Price then in effect shall be adjusted to equal (A) the Exercise Price then in effect multiplied by the number of shares of Common Stock for which this Warrant is exercisable immediately prior to the adjustment divided by (B) the number of shares of Common Stock for which this Debenture is exercisable immediately after such adjustment.

(c) *Notice of Certain Actions.* In the event that:

(i) the Company shall authorize the issuance to all holders of its Common Stock of rights, warrants, options or convertible securities to subscribe for or purchase shares of its Common Stock or of any other subscription rights, warrants, options or convertible securities; or

(ii) the Company shall authorize the distribution to all holders of its Common Stock of evidences of its indebtedness or assets (other than cash dividends or cash distributions payable out of consolidated current or retained earnings as shown on the books of the Company and paid in the ordinary course of business); or

(iii) the Company shall authorize any capital reorganization or reclassification of the Common Stock (other than a subdivision or combination of the outstanding Common Stock and other than a change in par value of the Common Stock) or of any consolidation or merger to which the Company is a party and for which approval of any stockholders of the Company is required (other than a consolidation or merger in which the Company is the continuing corporation and that does not result in any reclassification or change of the Common Stock outstanding), or of the conveyance or transfer of the properties and assets of the Company as an entirety or substantially as an entirety; or

(iv) the Company is the subject of a voluntary or involuntary dissolution, liquidation or winding-up procedure; or

(v) the Company proposes to take any action that would require an adjustment of the Exercise Price pursuant to this Section 6,

then the Company shall cause to be mailed by first-class mail to Holder, at least twenty (20) days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date as of which the holders of Common Stock of record to be entitled to receive any such rights, warrants or distributions are to be determined, or (y) the date on which any such consolidation, merger, conveyance, transfer, dissolution, liquidation or winding-up is expected to become effective, and the date as of which it is expected that holders of Common Stock of record shall be entitled to exchange their shares of Common Stock for securities or other property, if any, deliverable upon such reorganization, reclassification, consolidation, merger, conveyance, transfer, dissolution, liquidation or winding-up.

Section 7. Officers' Certificate. Whenever the Exercise Price shall be adjusted as required by the provisions of Section 6, the Company shall forthwith file in the custody of its Secretary or an Assistant Secretary at its principal office an officers' certificate showing the adjusted Exercise Price determined as herein provided, setting forth in reasonable detail the facts requiring such adjustment and the manner of computing such adjustment. Each such officers' certificate shall be signed by the chairperson, president or chief financial officer of the Company and by the secretary or any assistant secretary of the Company. Each such officers' certificate shall be made available at all reasonable times for inspection by Holder.

Section 8. Reclassification, Reorganization, Consolidation or Merger. In the event of any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the Company (other than a subdivision or combination of the outstanding Common Stock and other than a change in the par value of the Common Stock) or in the event of any consolidation or merger of the Company with or into another corporation (other than a merger (excluding a reverse triangular merger or similar transaction) in which the Company is the continuing corporation and that does not result in any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the class issuable upon exercise of this Warrant) or in the event of any sale, lease, transfer or conveyance to another corporation of the property and assets of the Company as an entirety or substantially as an entirety, the Company shall, as a condition precedent to such transaction, cause effective provisions to be made so that Holder shall have the right thereafter, by exercising this Warrant at any time prior to the Expiration Date, to purchase the kind and amount of shares of stock and other securities and property (including cash) receivable upon such reclassification, capital reorganization and other change, consolidation, merger, sale or conveyance by a holder of the number of shares of Common Stock that might have been received upon exercise of this Warrant immediately prior to such reclassification, capital reorganization, change, consolidation, merger, sale or conveyance. Any such provision shall include provisions for adjustments in respect of such shares of stock and other securities and property that shall be as nearly equivalent as may be practicable to the adjustments provided for in this Warrant. The foregoing provisions of this Section 8 shall similarly apply to successive reclassifications, capital reorganizations and changes of shares of Common Stock and to successive consolidations, mergers, sales or conveyances. The issuer of any shares of stock or other securities or property thereafter deliverable on the exercise of this Warrant shall be responsible for all of the agreements and obligations of the Company hereunder.

Section 9. Transfer to Comply with the Securities Act of 1933. This Warrant may not be exercised and neither this Warrant nor any of the Warrant Shares, nor any interest in either, may be offered, sold, assigned, pledged, hypothecated, encumbered or in any other manner transferred or disposed of, in whole or in part, except in compliance with applicable United States federal and state securities or blue sky laws and the terms and conditions hereof. Each Warrant shall bear a legend in substantially the same form as the legend set forth on the first page of this Warrant. Each certificate for Warrant Shares issued upon exercise of this Warrant, unless at the time of exercise such Warrant Shares are acquired pursuant to a registration statement that has been declared effective under the Act or are eligible for transfer pursuant to Rule 144(k) under the Securities Act of 1933, as amended (the "Securities Act"), and applicable blue sky laws shall bear a legend substantially in the following form:

> THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT") AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER THE ACT OR, IN THE OPINION OF COUNSEL OR BASED ON OTHER WRITTEN EVIDENCE IN THE FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER OF THESE SECURITIES, SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION IS IN COMPLIANCE THEREWITH.

Any certificate for any Warrant Shares issued at any time in exchange or substitution for any certificate for any Warrant Shares bearing such legend (except a new certificate for any Warrant Shares (i) issued after the acquisition of such Warrant Shares pursuant to a registration statement that has been declared effective under the Act or in a transaction in compliance with Rule 144 under the Securities Act, or (ii) that are then eligible for transfer pursuant to Rule 144(k) under the Securities Act) shall also bear such legend unless, in the opinion of counsel for the Company, the Warrant Shares represented thereby need no longer be subject to the restriction contained herein. The provisions of this Section 9 shall be binding upon all subsequent holders of certificates for Warrant Shares bearing the above legend and all subsequent holders of this Warrant, if any. Nothing in this Section 9 or elsewhere in this Warrant shall be deemed to restrict the ability of the holder hereof to transfer Warrant Shares to an affiliate, partner or former partner of such holder in compliance with the Securities Act, nor shall any legal opinion be required in respect thereof.

Section 10. Registration Rights**.**

(a) *Piggyback Registration*. If the Company at any time proposes to file a registration statement under the Securities Act respecting any securities of the Company on a form appropriate for registration of a sale of Warrant Shares (excluding registrations of shares of Common Stock to be offered in connection with the Company's employee benefit plans and registrations of securities to be offered by the Company in connection with acquisitions, mergers or similar transactions), it will at such time give written notice to Holder of its intention to do so. Upon the written request of Holder given within 15 days after receipt of any such notice (which request shall specify the Warrant Shares intended to be sold or disposed of by Holder and describe the nature of any proposed sale or other disposition thereof), the Company shall use commercially reasonable efforts, but shall not be obligated, to cause all such Warrant Shares specified in such request to be so registered. In the event that any such registration shall be underwritten, if the underwriters notify the Company in writing that the inclusion in such underwriting of such Warrant Shares would materially and adversely affect the underwriting, the Company shall have the right not to include such Warrant Shares.

(b) *Other Registrations*. If, in connection with a registration under the Securities Act, any Warrant Shares require registration or qualification with or approval of any United States or state governmental official or authority other than registration under the Securities Act before the Warrant Shares may be sold, the Company shall use commercially reasonable efforts to cause any such Warrant Shares to be duly registered or approved as may be required; *provided, however*, that the Company shall not be required to give a general consent to service of process or to qualify as a foreign corporation or subject itself to taxation as doing business in any such state.

(c) *Registration Obligations*. The Company shall deliver to Holder after effectiveness of any registration under this Warrant such reasonable number of copies of a definitive prospectus included in such registration statement and of any revised or supplemental prospectus filed as Holder may from time to time request. The Company shall file post-effective amendments or supplements to such registration statement for a period of up to 90 days after the commencement of the offering and so long as a prospectus is required to be delivered under the Act in order that the registration statement may be effective at all times during such period and at all times comply with the various applicable federal and state securities laws (after which period the Company may withdraw such Warrant Shares from registration), and shall deliver copies of the prospectus contained therein as hereinabove provided. Holder shall notify the Company when his sales are completed.

Prior to filing a registration statement which includes Warrant Shares, the Company shall (i) provide copies of such registration statement at a reasonable time before it is filed for the review of Holder and the underwriters of Holder; and (ii) make available to such Holders or underwriters the appropriate employees and records for purposes of performing the requisite "due diligence".

(d) *Expenses*. In any registration pursuant to Section 10 of this Warrant, Holder shall pay the Company for the incremental portion of the federal and state registration and filing fees attributable to the Warrant Shares and shall pay all underwriting commissions, discounts, underwriting expenses and taxes attributable to the Warrant Shares.

(e) *Indemnity*. The Company shall indemnify Holder and each underwriter of Warrant Shares (and any person who controls such underwriter within the meaning of Section 15 of the Securities Act) against all claims, losses, damages, liabilities and expenses resulting from any untrue statement or alleged untrue statement of a material fact contained in a prospectus or in any related registration statement, notification or the like or from any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as the same may have been based upon information furnished in writing to the Company by Holder or such underwriter expressly for use therein and used in accordance with such writing.

Holder shall furnish to the Company such information concerning Holder as may be requested by the Company which is necessary in connection with any registration or qualification of Warrant Shares pursuant to Section 10(a) hereof, and to indemnify the Company, its officers and directors and each underwriter of the Company's securities (and any person who controls the Company or any such underwriter within the meaning of Section 15 of the Securities Act), against all claims, losses, damages, liabilities and expenses resulting from any untrue statement or alleged untrue statement of material fact contained in a prospectus or any related registration statement, notification or the like, or omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, to the extent the same was derived from information furnished in writing to the Company by Holder expressly for use therein and used in accordance with such writing.

If any action is brought or any claim is made against any persons indemnified pursuant to this Section in respect of which indemnity may be sought against the indemnitor pursuant to this Section, such person shall promptly notify the indemnitor in writing of the institution of such action or the making of such claim and the indemnitor shall promptly notify the indemnitor in writing of the institution of such action or the making of such claim and the indemnitor shall assume the defense of such action or claim, including the employment of counsel and payment of expenses. Such person shall have the right to employ his own counsel in any such case, but the fees and expenses of such counsel shall be at the expense of such person unless the employment of such counsel shall have been authorized in writing by the indemnitor in connection with the defense of such action or claim or the indemnitor shall not have employed counsel to have charge of the defense of such action or claim or such indemnified party or parties shall have reasonably concluded that there may be defenses available to him which are different from or additional to those available to the indemnitor (in which the case the indemnitor shall have the right to direct any different or additional defense of such action or claim on behalf of the indemnified party or parties), in any of which events such fees and expenses of not more than one additional counsel for the indemnified person shall be borne by the indemnitor. Except as expressly provided above, in the event that the indemnitor shall not previously have assumed the defense of any such action or claim, at such time as the indemnitor does not assume the defense of such action or claim, the indemnitor shall thereafter be liable to any person indemnified pursuant to this Section for any legal or other expenses subsequently incurred by such person in investigating, preparing or defending against such action or claim. Anything in this Section to the contrary notwithstanding, the indemnitor shall not be liable for any settlement of any such claim or action effected without its written consent.

Section 12. Modification and Waiver. Neither this Warrant nor any term hereof may be changed, waived, discharged or terminated other than by an instrument in writing signed by the Company and by Holder.

Section 13. No Dilution or Impairment. The Company shall not participate in any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities, or take any other voluntary action, for the purpose of avoiding or seeking to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company, but shall at all times in good faith assist in carrying out all such action as may be reasonably necessary or appropriate in order to protect the exercise rights of the holder of this Warrant against dilution or other impairment.

Section 14. Notices. Any notice, request, direction, demand, consent, waiver, approval or other communication required or permitted to be given hereunder shall not be effective unless it is given in writing and shall be delivered (a) by electronic mail but only to the extent the receiving party acknowledges in writing (by reply email or otherwise) receipt and acceptance of service thereof by electronic mail, with such notice being effective upon such acknowledgement and acceptance, (b) by personal service or (c) by next business day delivery via a commercial overnight courier that guarantees next day delivery and provides a receipt, and addressed to the Holder at its address as shown on the books of the Company or to the Company at the address indicated therefor in the first paragraph of this Warrant. The giving of notice to any counsel or other advisors to a party hereto shall not constitute the giving of notice to a party hereto. Service of any such notice or other communications pursuant to clauses (b) or (c) above shall be deemed effective on the day of actual delivery (whether accepted or refused) and as confirmed by the courier service if by courier; provided, however, that if such actual delivery occurs after 5:00 p.m. (local time where received) or on a non-Business Day, then such notice or demand so made shall be deemed effective on the first Business Day immediately following the day of actual delivery. Except as provided herein to the contrary, no communications via electronic mail shall be effective to give any notice, request, direction, demand, consent, waiver, approval or other communications hereunder. Any notice, request or other document required or permitted to be given or delivered to Holder or the Company shall be delivered or shall be sent by certified mail, postage prepaid, to Holder at its address as shown on the books of the Company or to the Company at the address indicated therefor in the first paragraph of this Warrant.

Section 15. Payment of Taxes. The Company will pay all taxes (other than taxes based upon income) and other governmental charges that may be imposed with respect to the issue or delivery of Warrant Shares upon exercise of this Warrant, excluding any tax or other charge imposed in connection with any transfer involved in the issue and delivery of Warrant Shares in a name other than that in which the Warrant so exercised was registered.

Section 16. Descriptive Headings and Governing Law. The descriptive headings of the several sections and paragraphs of this Warrant are inserted for convenience only and do not constitute a part of this Warrant. This Warrant shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of California, without regard to its conflicts of laws principles.

[remainder intentionally left blank; signatures on following page]

IN WITNESS WHEREOF, the Company has duly caused this Warrant to be signed by its duly authorized officer and to be dated as of July 07, 2014.

BIOCORRX INC.

By: /s/ *Neil Muller*
Name: Neil Muller
Title: President

By: /s/ *Brady Granier*
Name: Brady Granier
Title: Chief Operating Officer

By: /s/ *Lourdes Felix*
Name: Lourdes Felix
Title: Chief Financial Officer

ACCEPTED AND AGREED:

Holder 1
Holder 2
Holder 3
Holder 4

By: /s/ *Holder 1*
Name: Holder 1
Title:

By: /s/ *Holder 2*
Name: Holder 2
Title:

By: /s/ *Holder 3*
Name: Holder 3
Title:

By: /s/ *Holder 4*
Name: Holder 4
Title:

PURCHASE FORM

Dated _____, 201____

The undersigned hereby elects:

o to purchase _____ shares of Common Stock pursuant to the terms of the attached Warrant, and tenders herewith payment of the exercise price in full, together with all applicable transfer taxes, if any;

o to purchase the number of shares of Common Stock pursuant to the terms of the net exercise provisions set forth in Section 1(b) of the attached Warrant as shall be issuable upon net exercise of the portion of the attached Warrant relating to _____ shares, and shall tender payment of all applicable transfer taxes, if any;

The undersigned represents and warrants to BioCorRx Inc., a Nevada corporation, as of the date hereof the same statements with respect to the shares being acquired upon exercise of this warrant as are set forth in the Subscription Document dated _____, 2013, pursuant to which the above-referenced warrant was sold, regarding the securities purchased thereby.

Holder

By: _____

Print Name: _____

Title: _____

ASSIGNMENT FORM

Dated _____, 201____

FOR VALUE RECEIVED, _____ hereby sells, assigns and transfers unto

_____ (the "Assignee"),
(please type or print in block letters)

_____
(insert address)

its right to purchase up to _____ shares of Common Stock represented by this Warrant No. _____ and does hereby irrevocably constitute and appoint _____ attorney, to transfer the same on the books of the Company, with full power of substitution in the premises.

Holder

By: _____
Print
Name: _____
Title: _____