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): August 15, 2014

BioCorRx Inc.

(Exact name of registrant as specified in its charter)

333-153381

(Commission File Number)

Nevada

(State or other jurisdiction of Incorporation)

26-0685980

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

601 N. Parkcenter Drive, Suite 103 <u>Santa Ana, California 92705</u> (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 October 2, 2013, BioCorRx Inc., formerly Fresh Start Private Management, Inc. (the "Company"), entered into a License and Access Agreement (the "Agreement") with Fresh Start Alcohol Recovery Clinic, Inc. ("Medical Group"). The Agreement provided, among other things, that (i) the Company would grant to Medical Group the exclusive, non-sublicensible and non-transferrable right and license to access Naltrexone Implant Products, as defined in the Agreement, in such quantities as Medical Group may from time to time order during the term of the Agreement, and to the educational resources, proprietary elements and know-how associated with the Coaching Programs, as defined in the Agreement, which Medical Group may deploy or facilitate for patients; and (ii) Medical Group would pay to the Company a license fee, which includes access to the Naltrexone Implant Product.

On May 1, 2014, the Company entered into an amendment to the Agreement which provided that (i) retroactively effective January 1, 2014, the license fee to be paid by Medical Group to the Company for the Naltrexone Implant was amended; and (ii) effective May 1, 2014, the term "Territory," as defined in the Agreement, was amended to include procedures originating out of the city limits of Atlanta, Georgia.

On August 13, 2014, Medical Group and the Company entered into a Second Amendment to the Agreement (the "Second Amendment"), which provides the following:

1. Effective August 13, 2014, the term "Territory," as defined in the Agreement, shall be amended to include procedures originating out of the Metropolitan Area of Chicago, Illinois.

The foregoing text of this Item 1.01 is qualified in its entirety by the Second Amendment, attached hereto as Exhibit 99.1. The terms of the Second Amendment are incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

Exhibits

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

Exhibit 99.1 Second Amendment to License and Access Agreement dated August 13, 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: August 15, 2014

By: <u>/s/ Lourdes Felix</u> Lourdes Felix Chief Financial Officer and Director

SECOND AMENDMENT TO AGREEMENT

WHEREAS the parties herein previously entered into and executed a "License and Access Agreement between START FRESH ALCOHOL RECOVERY CLINIC, INC. and BioCorRx Inc. (*formerly known as* FRESH START PRIVATE MANAGEMENT, INC.) on or about October 2, 2013, "Agreement." It is their mutual desire to amend Agreement for the sole purpose(s) described and contained in this Amendment. Unless specifically provided herein no other terms and/or obligations undertaken by parties in Agreement shall be altered or excused.

It is agreed that:

1) Effective as of August 13, 2014 the term "Territory" as defined in Paragraph 1.8 of Agreement shall be amended to include procedures originating out of the Metropolitan Area of Chicago, Illinois with SFR's offices located at 8707 Skokie Blvd., Suite 308, Skokie, IL 60077.

IN WITNESS WHEREOF, the parties hereto have agreed and executed this Second Amendment to Agreement.

AGREED AND ACCEPTED:

Start Fresh Recovery, Inc.

BioCorRx, Inc.

By: <u>/s/ George Fallieras</u> Name: George Fallieras, MD Title: Managing Member By: <u>/s/ Neil Muller</u> Name: Neil Muller Title: President and Director

By: <u>/s/ Lourdes Felix</u> Name: Lourdes Felix Title: CFO and Director

By: /s/ Brady Granier Name: Brady Granier Title: COO and Director