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): **October 1, 2015**

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 October 1, 2015, BioCorRx Inc., a Nevada corporation (the "Company"), entered into and closed a securities purchase agreement (the "St. George SPA") with St. George Investments LLC ("St. George"), pursuant to which the Company (1) sold to St. George a convertible promissory note in the principal amount of $85,000 (the "Master Note"), for a purchase price of $75,000, and (2) has the option to issue two (2) subsequent promissory notes, each in the principal amount of $82,500 (each a "Subsequent Note", and together with the Master Note, the "Notes"), each for a purchase price of $75,000, convertible into shares of common stock, $0.001 par value per share (the "Common Stock"). The Notes are convertible into Common Stock at a conversion price equal to 60% of the lowest closing intra-day trade price of the common stock for the twenty five trading days prior to conversion. Repayment of each Note is due one year from the date of issuance. The Notes accrue interest at the rate of 12% per year, due at maturity. The Company may prepay the Notes at any time on or before the date that is one hundred twenty (120) days from the applicable issuance date of the Notes.

A copy of the St. George SPA and Master Note are filed herewith, as Exhibits 10.1 and 10.2 and are incorporated herein by this reference.

The foregoing summary description of the St. George SPA, Mater Note and Subsequent Notes are not complete and are qualified in their entirety by reference to the full text of the St. George SPA, Mater Note and Subsequent Notes. St. George SPA, Mater Note and Subsequent Notes also contain customary events of default. For further information regarding the terms and conditions of the St. George SPA, Mater Note and Subsequent Notes, this reference is made to such agreement, which the Company has filed as an exhibit to this Current Report on Form 8-K and is incorporated herein by this reference.

ITEM 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information provided in response to Item 1.01 of this report is incorporated by reference into this Item 2.03.

ITEM 3.02 Unregistered Sales of Equity Securities.

The information provided in response to Item 1.01 of this report is incorporated by reference into this Item 3.02.

ITEM 9.01 Financial Statements and Exhibits

(d) Exhibits

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

Exhibit 10.1	Securities Purchase Agreement, by and between the Company and St George Investments, LLC, dated October 1, 2015
Exhibit 10.2	Convertible Promissory Note, by and between the Company and St. George Investments, LLC, dated October 1, 2015

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: October 13, 2015

By: */s/ Lourdes Felix*
Lourdes Felix
Chief Financial Officer and Director

SECURITIES PURCHASE AGREEMENT

This **SECURITIES PURCHASE AGREEMENT** (this "**Agreement**"), dated as of October 1, 2015, is entered into by and between BIOCORRX, INC., a Nevada corporation ("**Company**"), and ST. GEORGE INVESTMENTS LLC, a Utah limited liability company, its successors and/or assigns ("**Investor**").

A. Company and Investor are executing and delivering this Agreement in reliance upon the exemption from securities registration afforded by the rules and regulations as promulgated by the United States Securities and Exchange Commission (the "**SEC**") under the Securities Act of 1933, as amended (the "**1933 Act**").

B. Investor desires to purchase and Company desires to issue and sell, upon the terms and conditions set forth in this Agreement (i) a Master Convertible Promissory Note, in the form attached hereto as Exhibit A, in the original principal amount of $85,000.00 (the "**Master Note**"), and (ii) two (2) Subsequent Promissory Notes, in the form attached hereto as Exhibit B, each in the original principal amount of $82,500.00 (each, a "**Subsequent Note**", and together with the Master Note, the "**Notes**"), convertible into shares of common stock, $0.001 par value per share, of Company (the "**Common Stock**"), upon the terms and subject to the limitations and conditions set forth in such Note. This Agreement, the Notes, and all other certificates, documents, agreements, resolutions and instruments delivered to any party under or in connection with this Agreement, as the same may be amended from time to time, are collectively referred to herein as the "**Transaction Documents**".

C. For purposes of this Agreement: "**Conversion Shares**" means all shares of Common Stock issuable upon conversion of all or any portion of the Notes; and "**Securities**" means the Notes and the Conversion Shares, as applicable.

NOW, THEREFORE, Company and Investor hereby agree as follows:

1. Purchase and Sale of Securities.

1.1. Purchase of Securities. On the Closing Date (as defined below), Company shall issue and sell to Investor and Investor agrees to purchase from Company the Master Note.

1.2. Form of Payment. On the Closing Date, (i) Investor shall pay $75,000.00 as full consideration for the Master Note to be issued and sold to it at the Closing (as defined below) (the "**Purchase Price**") by wire transfer of immediately available funds to Company, in accordance with Company's written wiring instructions, against delivery of the Master Note, and (ii) Company shall execute and deliver the Master Note on behalf of Company, to Investor, against delivery of the Purchase Price. Company will not issue the Subsequent Notes at Closing; rather, the payment of the purchase price for each Subsequent Note will be paid, if ever, upon the mutual agreement of Investor and Company and in accordance with the terms of the Master Note. Company will issue any applicable Subsequent Note to Investor upon payment of the purchase price for such Subsequent Note.

1.3. Closing Date. Subject to the satisfaction (or written waiver) of the conditions set forth in Section 5 and Section 6 below, the date and time of the issuance and sale of the Securities pursuant to this Agreement (the "**Closing Date**") shall be 5:00 p.m., Eastern Time on or about October 1, 2015, or such other mutually agreed upon time. The closing of the transactions contemplated by this Agreement (the "**Closing**") shall occur on the Closing Date by means of the exchange by express courier and email of .pdf documents and by wire transfer of funds, but shall be deemed to have occurred at the offices of Hansen Black Anderson Ashcraft PLLC in Lehi, Utah.

1.4. Original Issue Discount; Transaction Expenses. The Master Note carries an original issue discount of $7,500.00 (the "**OID**"). In addition, Company agrees to pay $2,500.00 to

Investor to cover Investor's legal fees, accounting costs, due diligence, monitoring and other transaction costs incurred in connection with the purchase and sale of the Securities (the "**Transaction Expense Amount**"), all of which amount is included in the initial principal balance of the Master Note. The Purchase Price for the Master Note, therefore, shall be $75,000.00, computed as follows: $85,000.00 original principal balance, less the OID, less the Transaction Expense Amount.

2. Investor's Representations and Warranties. Investor represents and warrants to Company that: (i) this Agreement has been duly and validly authorized; (ii) this Agreement has been duly executed and delivered on behalf of Investor, and this Agreement constitutes a valid and binding agreement of Investor enforceable in accordance with its terms; and (iii) Investor is an "accredited investor" as that term is defined in Rule 501(a) of Regulation D.

3. Company's Representations and Warranties. Company represents and warrants to Investor that: (i) Company is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation and has the requisite corporate power to own its properties and to carry on its business as now being conducted; (ii) Company is duly qualified as a foreign corporation to do business and is in good standing in each jurisdiction where the nature of the business conducted or property owned by it makes such qualification necessary; (iii) Company has registered its Common Stock under Section 12(g) of the Securities Exchange Act of 1934, as amended (the "**1934 Act**"), and is obligated to file reports pursuant to Section 13 or Section 15(d) of the 1934 Act; (iv) each of the Transaction Documents and the transactions contemplated hereby and thereby, have been duly and validly authorized by Company; (v) this Agreement, the Master Note, and the other Transaction Documents have been duly executed and delivered by Company and constitute the valid and binding obligations of Company enforceable in accordance with their terms, subject as to enforceability only to general principles of equity and to bankruptcy, insolvency, moratorium, and other similar laws affecting the enforcement of creditors' rights generally; (vi) the execution and delivery of the Transaction Documents by Company, the issuance of Securities in accordance with the terms hereof, and the consummation by Company of the other transactions contemplated by the Transaction Documents do not and will not conflict with or result in a breach by Company of any of the terms or provisions of, or constitute a default under (a) Company's formation documents or bylaws, each as currently in effect, (b) any indenture, mortgage, deed of trust, or other material agreement or instrument to which Company is a party or by which it or any of its properties or assets are bound, including any listing agreement for the Common Stock, or (c) any existing applicable law, rule, or regulation or any applicable decree, judgment, or order of any court, United States federal or state regulatory body, administrative agency, or other governmental body having jurisdiction over Company or any of Company's properties or assets; (vii) no further authorization, approval or consent of any court, governmental body, regulatory agency, self-regulatory organization, or stock exchange or market or the stockholders or any lender of Company is required to be obtained by Company for the issuance of the Securities to Investor; (viii) none of Company's filings with the SEC contained, at the time they were filed, any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; (ix) Company has filed all reports, schedules, forms, statements and other documents required to be filed by Company with the SEC under the 1934 Act on a timely basis or has received a valid extension of such time of filing and has filed any such report, schedule, form, statement or other document prior to the expiration of any such extension; (x) Company has not consummated any financing transaction that has not been disclosed in a periodic filing with the SEC under the 1934 Act; (xi) Company is not, nor has it been at any time in the previous twelve (12) months, a "Shell Company," as such type of "issuer" is described in Rule 144(i)(1) under the 1933 Act; (xii) with respect to any commissions, placement agent or finder's fees or similar payments that will or would become due and owing by Company to any person or entity as a result of this Agreement or the transactions contemplated hereby (**"Broker Fees"**), any such Broker Fees will be made in full compliance with all applicable laws and regulations and only to a person or entity that is a registered investment adviser or registered broker-dealer; (xiii) Investor shall have no obligation with respect to any Broker Fees or with respect to any claims made by or on behalf of other persons for fees of a type contemplated

in this subsection that may be due in connection with the transactions contemplated hereby and Company shall indemnify and hold harmless each of Investor, Investor's employees, officers, directors, stockholders, managers, agents, and partners, and their respective affiliates, from and against all claims, losses, damages, costs (including the costs of preparation and attorneys' fees) and expenses suffered in respect of any such claimed or existing Broker Fees; (xiv) when issued, the Conversion Shares will be duly authorized, validly issued, fully paid for and non-assessable, free and clear of all liens, claims, charges and encumbrances; (xv) upon execution by Company, each Subsequent Note will have been duly executed and delivered by Company and upon receipt of the purchase price for any Subsequent Note, such Subsequent Note shall constitute the valid and binding obligation of Company enforceable in accordance with its terms, subject as to enforceability only to general principles of equity and to bankruptcy, insolvency, moratorium, and other similar laws affecting the enforcement of creditors' rights generally; (xvi) neither Investor nor any of its officers, directors, members, managers, employees, agents or representatives has made any representations or warranties to Company or any of its officers, directors, employees, agents or representatives except as expressly set forth in the Transaction Documents and, in making its decision to enter into the transactions contemplated by the Transaction Documents, Company is not relying on any representation, warranty, covenant or promise of Investor or its officers, directors, members, managers, employees, agents or representatives other than as set forth in the Transaction Documents; and (xvii) Company has performed due diligence and background research on Investor and its affiliates including, without limitation, John M. Fife, and, to its satisfaction, has made inquiries with respect to all matters Company may consider relevant to the undertakings and relationships contemplated by the Transaction Documents including, among other things, the following: http://investing.businessweek.com/research/stocks/people/person.asp?personId=7505107&ticker=UAHC; SEC Civil Case No. 07-C-0347 (N.D. Ill.); SEC Civil Action No. 07-CV-347 (N.D. Ill.); and FINRA Case #2011029203701. Company, being aware of the matters described in subsection (xvii) above, acknowledges and agrees that such matters, or any similar matters, have no bearing on the transactions contemplated by the Transaction Documents and covenants and agrees it will not use any such information as a defense to performance of its obligations under the Transaction Documents or in any attempt to avoid, modify or reduce such obligations.

4. Company Covenants. Until all of Company's obligations under all of the Transaction Documents are paid and performed in full, or within the timeframes otherwise specifically set forth below, Company shall comply with the following covenants: (i) so long as Investor beneficially owns any of the Securities and for at least twenty (20) Trading Days (as defined in the Master Note) thereafter, Company shall file all reports required to be filed with the SEC pursuant to Sections 13 or 15(d) of the 1934 Act, and shall take all reasonable action under its control to ensure that adequate current public information with respect to Company, as required in accordance with Rule 144 of the 1933 Act, is publicly available, and shall not terminate its status as an issuer required to file reports under the 1934 Act even if the 1934 Act or the rules and regulations thereunder would permit such termination; (ii) the Common Stock shall be listed or quoted for trading on any of (a) NYSE, (b) NASDAQ, (c) OTCQX, or (d) OTCQB; (iii) trading in Company's Common Stock shall not be suspended, halted, chilled, frozen, reach zero bid or otherwise cease on the Company's principal trading market; (iv) when issued, the Conversion Shares will be validly issued, fully paid for and non-assessable, free and clear of all liens, claims, charges and encumbrances; (v) Company shall not have at any given time more than three (3) Variable Security Holders (as defined below), excluding Investor, without Investor's prior written consent; (vi) at Closing and on the first day of each calendar quarter for so long as any Note remains outstanding or on any other date during which any Note is outstanding, as may be requested by Investor, the President of Company shall provide to Investor a certificate in substantially the form attached hereto as Exhibit C (the **"Officer's Certificate"**) certifying the number of Variable Security Holders of Company; (vii) Company shall not make any Variable Security Issuance (as defined below) in an amount less than $75,000.00, without Investor's prior written consent; and (viii) upon Investor's payment of the purchase price therefore, Company will execute and deliver to Investor each applicable Subsequent Note for which the purchase price has been paid. For purposes hereof, the term **"Variable Security Holder"** means any holder of any Company securities that are convertible into Common Stock (including without

limitation convertible debt, warrants or convertible preferred stock) with a conversion price that varies with the market price of the Common Stock (each, a **"Variable Security Issuance"**).

5. Conditions to Company's Obligation to Sell. The obligation of Company hereunder to issue and sell the Securities to Investor at the Closing is subject to the satisfaction, at or before the Closing Date, of each of the following conditions:

5.1. Investor shall have executed this Agreement and delivered the same to Company.

5.2. Investor shall have delivered the Purchase Price to Company in accordance with Section 1.2 above.

6. Conditions to Investor's Obligation to Purchase. The obligation of Investor hereunder to purchase the Securities at the Closing is subject to the satisfaction, at or before the Closing Date, of each of the following conditions, provided that these conditions are for Investor's sole benefit and may be waived by Investor at any time in its sole discretion:

6.1. Company shall have executed this Agreement and delivered the same to Investor.

6.2. Company shall have delivered to Investor the duly executed Master Note in accordance with Section 1.2 above.

6.3. Company shall have delivered to Investor a duly executed Officer's Certificate.

6.4. The Irrevocable Letter of Instructions to Transfer Agent substantially in the form attached hereto as Exhibit D shall have been delivered to and acknowledged and agreed to in writing by Company's transfer agent (the **"Transfer Agent"**).

6.5. Company shall have delivered to Investor a fully executed Secretary's Certificate substantially in the form attached hereto as Exhibit E evidencing Company's approval of the Transaction Documents.

6.6. Company shall have delivered to Investor a fully executed Share Issuance Resolution substantially in the form attached hereto as Exhibit F to be delivered to the Transfer Agent.

6.7. Company shall have delivered to Investor fully executed copies of all other Transaction Documents required to be executed by Company herein.

7. Reservation of Shares. At all times during which any Note is convertible, Company will reserve from its authorized and unissued Common Stock to provide for the issuance of Common Stock upon the full conversion of all outstanding Notes at least three (3) times the number of shares of Common Stock necessary to convert the total Outstanding Balance (as defined in the Master Note) of each of the outstanding Notes (the **"Share Reserve"**), but in any event not less than 10,000,000 shares of Common Stock shall be reserved at all times for such purpose (the **"Transfer Agent Reserve"**). Company further agrees that it will cause its Transfer Agent to immediately add shares of Common Stock to the Transfer Agent Reserve in increments of 100,000 shares as and when requested by Investor in writing from time to time, provided that such incremental increases do not cause the Transfer Agent Reserve to exceed the Share Reserve. In furtherance thereof, from and after the date hereof and until such time that the Notes have been paid in full, Company shall require its Transfer Agent to reserve for the purpose of issuance to Investor pursuant to conversions under the Notes a number of shares of Common Stock equal to the Transfer Agent Reserve. Company shall further require its Transfer Agent to hold such shares of Common Stock exclusively for the benefit of Investor and to issue such shares to Investor promptly upon Investor's delivery of a conversion notice under a Note. Finally, Company shall require the Transfer

Agent to issue shares of Common Stock pursuant to the Notes to Investor out of its authorized and unissued shares, and not the Transfer Agent Reserve, to the extent shares of Common Stock have been authorized, but not issued, and are not included in the Transfer Agent Reserve. The Transfer Agent shall only issue shares out of the Transfer Agent Reserve to the extent there are no other authorized shares available for issuance and then only with Investor's written consent.

8. Miscellaneous. The provisions set forth in this Section 8 shall apply to this Agreement, as well as all other Transaction Documents as if these terms were fully set forth therein.

8.1. Cross Default. Any Event of Default (as defined in the Master Note) under any Note shall be deemed a default under this Agreement. Upon a default of this Agreement by Company, Investor shall have all those rights and remedies available at law or in equity, including without limitation those remedies set forth in the Note.

8.2. Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah for contracts to be wholly performed in such state and without giving effect to the principles thereof regarding the conflict of laws. Each party consents to and expressly agrees that exclusive venue for Arbitration (as defined in Exhibit G) of any dispute arising out of or relating to any Transaction Document or the relationship of the parties or their affiliates shall be in Salt Lake County or Utah County, Utah. Without modifying the parties obligations to resolve disputes hereunder pursuant to the Arbitration Provisions (as defined below), for any litigation arising in connection with any of the Transaction Documents, each party hereto hereby (a) consents to and expressly submits to the exclusive personal jurisdiction of any state or federal court sitting in Salt Lake County, Utah, (b) expressly submits to the exclusive venue of any such court for the purposes hereof, and (c) waives any claim of improper venue and any claim or objection that such courts are an inconvenient forum or any other claim or objection to the bringing of any such proceeding in such jurisdictions or to any claim that such venue of the suit, action or proceeding is improper.

8.3. Arbitration. The parties shall submit all Claims (as defined in Exhibit G) arising under this Agreement or any other Transaction Document or other agreements between the parties and their affiliates to binding arbitration pursuant to the arbitration provisions set forth in Exhibit G attached hereto (the "**Arbitration Provisions**"). The parties hereby acknowledge and agree that the Arbitration Provisions are unconditionally binding on the parties hereto and are severable from all other provisions of this Agreement. By executing this Agreement, Company represents, warrants and covenants that Company has reviewed the Arbitration Provisions carefully, consulted with legal counsel about such provisions (or waived its right to do so), understands that the Arbitration Provisions are intended to allow for the expeditious and efficient resolution of any dispute hereunder, agrees to the terms and limitations set forth in the Arbitration Provisions, and that Company will not take a position contrary to the foregoing representations. Company acknowledges and agrees that Investor may rely upon the foregoing representations and covenants of Company regarding the Arbitration Provisions.

8.4. Calculation Disputes. Notwithstanding the Arbitration Provisions, in the case of a dispute as to any determination or arithmetic calculation under the Transaction Documents, including without limitation, calculating the Outstanding Balance, Conversion Price, Conversion Shares, or VWAP (as defined in the Master Note) (each, a "**Calculation**"), Company or Investor (as the case may be) shall submit the disputed Calculation via facsimile or email with confirmation of receipt (a) within two (2) Trading Days after receipt of the applicable notice giving rise to such dispute to Company or Investor (as the case may be) or (b) if no notice gave rise to such dispute, at any time after Investor learned of the circumstances giving rise to such dispute. If Investor and Company are unable to agree upon such Calculation within two (2) Trading Days of such disputed Calculation being submitted to Company or Investor (as the case may be), then Investor shall, within two (2) Trading Days, submit via facsimile the disputed Calculation to Unkar Systems Inc. ("**Unkar Systems**"). Company shall cause Unkar Systems to perform the Calculation and notify Company and Investor of the results no later than ten (10) Trading

Days from the time it receives such disputed Calculation. Unkar Systems' determination of the disputed Calculation shall be binding upon all parties absent demonstrable error. Unkar Systems' fee for performing such Calculation shall be paid by the incorrect party, or if both parties are incorrect, by the party whose Calculation is furthest from the correct Calculation as determined by Unkar Systems. In the event Company is the losing party, no extension of the Delivery Date shall be granted and Company shall incur all effects for failing to deliver the applicable shares in a timely manner as set forth in the Transaction Documents. Notwithstanding the foregoing, Investor may, in its sole discretion, designate an independent, reputable investment bank or accounting firm other than Unkar Systems to resolve any such dispute and in such event, all references to "Unkar Systems" herein will be replaced with references to such independent, reputable investment bank or accounting firm so designated by Investor.

8.5. Counterparts. Each Transaction Document may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. The parties hereto confirm that any electronic copy of another party's executed counterpart of a Transaction Document (or such party's signature page thereof) will be deemed to be an executed original thereof.

8.6. Headings. The headings of this Agreement are for convenience of reference only and shall not form part of, or affect the interpretation of, this Agreement.

8.7. Severability. In the event that any provision of this Agreement is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform to such statute or rule of law. Any provision hereof which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision hereof.

8.8. Entire Agreement; Amendments. This Agreement, together with the other Transaction Documents, contains the entire understanding of the parties with respect to the matters covered herein and therein and, except as specifically set forth herein or therein, neither Company nor Investor makes any representation, warranty, covenant or undertaking with respect to such matters. No provision of this Agreement may be waived or amended other than by an instrument in writing signed by the parties hereto.

8.9. No Reliance. Company acknowledges and agrees that neither Investor nor any of its officers, directors, representatives or agents has made any representations or warranties to Company or any of its agents, representatives, officers, directors, managers, members or employees except as expressly set forth in the Transaction Documents and, in making its decision to enter into the transactions contemplated by the Transaction Documents, Company is not relying on any representation, warranty, covenant or promise of Investor or its officers, directors, agents or representatives other than as set forth in the Transaction Documents.

8.10. Notices. Any notice required or permitted hereunder shall be given in writing (unless otherwise specified herein) and shall be deemed effectively given on the earliest of: (a) the date delivered, if delivered by personal delivery as against written receipt therefor or by e-mail to an executive officer, or by facsimile (with successful transmission confirmation), (b) the earlier of the date delivered or the third Trading Day after deposit, postage prepaid, in the United States Postal Service by certified mail, or (c) the earlier of the date delivered or the third Trading Day after mailing by express courier, with delivery costs and fees prepaid, in each case, addressed to each of the other parties thereunto entitled at the following addresses (or at such other addresses as such party may designate by five (5) calendar days' advance written notice similarly given to each of the other parties hereto):

If to Company:

BIOCORRX, INC.
Attn: Kent Emry
601 North Parkcenter Drive, Suite 103
Santa Ana, California 92705

If to Investor:

ST. GEORGE INVESTMENTS LLC
Attn: John Fife
303 East Wacker Drive, Suite 1040
Chicago, Illinois 60601

With a copy to (which copy shall not constitute notice):

HANSEN BLACK ANDERSON ASHCRAFT PLLC
Attn: Jonathan Hansen
3051 West Maple Loop Drive, Suite 325
Lehi, Utah 84043

8.11. Successors and Assigns. This Agreement or any of the severable rights and obligations inuring to the benefit of or to be performed by Investor hereunder may be assigned by Investor to a third party, including its financing sources, in whole or in part, without the need to obtain Company's consent thereto. Company may not assign its rights or obligations under this Agreement or delegate its duties hereunder without the prior written consent of Investor.

8.12. Survival. The representations and warranties of Company and the agreements and covenants set forth in this Agreement shall survive the Closing hereunder notwithstanding any due diligence investigation conducted by or on behalf of Investor. Company agrees to indemnify and hold harmless Investor and all its officers, directors, employees, attorneys, and agents for loss or damage arising as a result of or related to any breach or alleged breach by Company of any of its representations, warranties and covenants set forth in this Agreement or any of its covenants and obligations under this Agreement, including advancement of expenses as they are incurred.

8.13. Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

8.14. Investor's Rights and Remedies Cumulative; Liquidated Damages. All rights, remedies, and powers conferred in this Agreement and the Transaction Documents are cumulative and not exclusive of any other rights or remedies, and shall be in addition to every other right, power, and remedy that Investor may have, whether specifically granted in this Agreement or any other Transaction Document, or existing at law, in equity, or by statute, and any and all such rights and remedies may be exercised from time to time and as often and in such order as Investor may deem expedient. The parties acknowledge and agree that upon Company's failure to comply with the provisions of the Transaction Documents, Investor's damages would be uncertain and difficult (if not impossible) to accurately estimate because of the parties' inability to predict future interest rates and future share prices, Investor's increased risk, and the uncertainty of the availability of a suitable substitute investment opportunity for Investor, among other reasons. Accordingly, any fees, charges, and default interest due under any Note and the other Transaction Documents are intended by the parties to be, and shall be deemed, liquidated damages

(under Company's and Investor's expectations that any such liquidated damages will tack back to the Closing Date for purposes of determining the holding period under Rule 144). The parties agree that such liquidated damages are a reasonable estimate of Investor's actual damages and not a penalty, and shall not be deemed in any way to limit any other right or remedy Investor may have hereunder, at law or in equity. The parties acknowledge and agree that under the circumstances existing at the time this Agreement is entered into, such liquidated damages are fair and reasonable and are not penalties. All fees, charges, and default interest provided for in the Transaction Documents are agreed to by the parties to be based upon the obligations and the risks assumed by the parties as of the Closing Date and are consistent with investments of this type. The liquidated damages provisions of the Transaction Documents shall not limit or preclude a party from pursuing any other remedy available at law or in equity; *provided, however*, that the liquidated damages provided for in the Transaction Documents are intended to be in lieu of actual damages.

8.15. Ownership Limitation. Notwithstanding anything to the contrary contained in this Agreement or the other Transaction Documents, if at any time Investor shall or would be issued shares of Common Stock under any of the Transaction Documents, but such issuance would cause Investor (together with its affiliates) to beneficially own a number of shares exceeding the Maximum Percentage (as defined in the Master Note), then Company must not issue to Investor the shares that would cause Investor to exceed the Maximum Percentage. The shares of Common Stock issuable to Investor that would cause the Maximum Percentage to be exceeded are referred to herein as the "**Ownership Limitation Shares**". Company will reserve the Ownership Limitation Shares for the exclusive benefit of Investor. From time to time, Investor may notify Company in writing of the number of the Ownership Limitation Shares that may be issued to Investor without causing Investor to exceed the Maximum Percentage. Upon receipt of such notice, Company shall be unconditionally obligated to immediately issue such designated shares to Investor, with a corresponding reduction in the number of the Ownership Limitation Shares. For purposes of this Section, beneficial ownership of Common Stock will be determined under Section 13(d) of the 1934 Act.

8.16. Attorneys' Fees and Cost of Collection. In the event of any arbitration or action at law or in equity to enforce or interpret the terms of this Agreement or any of the other Transaction Documents, the parties agree that the party who is awarded the most money shall be deemed the prevailing party for all purposes and shall therefore be entitled to an additional award of the full amount of the attorneys' fees, deposition costs, and expenses paid by such prevailing party in connection with arbitration or litigation without reduction or apportionment based upon the individual claims or defenses giving rise to the fees and expenses. Nothing herein shall restrict or impair an arbitrator's or a court's power to award fees and expenses for frivolous or bad faith pleading. If (a) any Note is placed in the hands of an attorney for collection or enforcement prior to commencing arbitration or legal proceedings, or is collected or enforced through any arbitration or legal proceeding, or Investor otherwise takes action to collect amounts due under any Note or to enforce the provisions of the applicable Note; or (b) there occurs any bankruptcy, reorganization, receivership of Company or other proceedings affecting Company's creditors' rights and involving a claim under any Note; then Company shall pay the costs incurred by Investor for such collection, enforcement or action or in connection with such bankruptcy, reorganization, receivership or other proceeding, including, without limitation, attorneys' fees, expenses, deposition costs, and disbursements.

8.17. Waiver. No waiver of any provision of this Agreement shall be effective unless it is in the form of a writing signed by the party granting the waiver. No waiver of any provision or consent to any prohibited action shall constitute a waiver of any other provision or consent to any other prohibited action, whether or not similar. No waiver or consent shall constitute a continuing waiver or consent or commit a party to provide a waiver or consent in the future except to the extent specifically set forth in writing.

8.18. Waiver of Jury Trial. EACH PARTY TO THIS AGREEMENT IRREVOCABLY WAIVES ANY AND ALL RIGHTS SUCH PARTY MAY HAVE TO DEMAND THAT ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE RELATIONSHIPS OF THE PARTIES HERETO BE TRIED BY JURY. THIS WAIVER EXTENDS TO ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY ARISING UNDER COMMON LAW OR ANY APPLICABLE STATUTE, LAW, RULE OR REGULATION. FURTHER, EACH PARTY HERETO ACKNOWLEDGES THAT SUCH PARTY IS KNOWINGLY AND VOLUNTARILY WAIVING SUCH PARTY'S RIGHT TO DEMAND TRIAL BY JURY.

8.19. Time of the Essence. Time is expressly made of the essence of each and every provision of this Agreement and the other Transaction Documents.

8.20. Voluntary Agreement. Company has carefully read this Agreement and each of the other Transaction Documents and has asked any questions needed for Company to understand the terms, consequences and binding effect of this Agreement and each of the other Transaction Documents and fully understand them. Company has had the opportunity to seek the advice of an attorney of Company's choosing and is executing this Agreement and each of the other Transaction Documents voluntarily and without any duress or undue influence by Investor or anyone else.

[Remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the undersigned Investor and Company have caused this Agreement to be duly executed as of the date first above written.

SUBSCRIPTION AMOUNT:

Principal Amount of the Master Note:	$85,000.00
Purchase Price:	$75,000.00

INVESTOR:

ST. GEORGE INVESTMENTS LLC

By: Fife Trading, Inc., Manager

By: _____
John M. Fife, President

COMPANY:

BIOCORRX, INC.

By: Lourdes Felix
Printed Name: Lourdes Felix
Title: CFO

ATTACHED EXHIBITS:

Exhibit A	Note
Exhibit B	Subsequent Notes
Exhibit C	Officer's Certificate
Exhibit D	Irrevocable Transfer Agent Instructions
Exhibit E	Secretary's Certificate
Exhibit F	Share Issuance Resolution
Exhibit G	Arbitration Provisions

EXHIBIT G

ARBITRATION PROVISIONS

1. Dispute Resolution. For purposes of this Exhibit G, the term "**Claims**" means any disputes, claims, demands, causes of action, liabilities, damages, losses, or controversies whatsoever arising from related to or connected with the transactions contemplated in the Transaction Documents and any communications between the parties related thereto, including without limitation any claims of mutual mistake, mistake, fraud, misrepresentation, failure of formation, failure of consideration, promissory estoppel, unconscionability, failure of condition precedent, rescission, and any statutory claims, tort claims, contract claims, or claims to void, invalidate or terminate the Agreement or any of the other Transaction Documents. The term "Claims" specifically excludes a dispute over Calculations. The parties hereby agree that the arbitration provisions set forth in this Exhibit G ("**Arbitration Provisions**") are binding on the parties hereto and are severable from all other provisions in the Transaction Documents. As a result, any attempt to rescind the Agreement or declare the Agreement or any other Transaction Document invalid or unenforceable for any reason is subject to these Arbitration Provisions. These Arbitration Provisions shall also survive any termination or expiration of the Agreement. Any capitalized term not defined in these Arbitration Provisions shall have the meaning set forth in the Agreement.

2. Arbitration. Except as otherwise provided herein, all Claims must be submitted to arbitration ("**Arbitration**") to be conducted exclusively in Salt Lake County or Utah County, Utah and pursuant to the terms set forth in these Arbitration Provisions. The parties agree that the award of the arbitrator (the "**Arbitration Award**") shall be final and binding upon the parties (subject to the appear right set forth in Section 4 below); shall be the sole and exclusive remedy between them regarding any Claims, counterclaims, issues, or accountings presented or pleaded to the arbitrator; and shall promptly be payable in United States dollars free of any tax, deduction or offset (with respect to monetary awards). Any costs or fees, including without limitation attorneys' fees, incident to enforcing the arbitrator's award shall, to the maximum extent permitted by law, be charged against the party resisting such enforcement. The award shall include Default Interest (as defined in the Master Note) both before and after the award. Judgment upon the award of the arbitrator will be entered and enforced by a state court sitting in Salt Lake County, Utah. The parties hereby incorporate herein the provisions and procedures set forth in the Utah Uniform Arbitration Act, U.C.A. § 78B-11-101 *et seq.* (as amended or superseded from time to time, the "**Arbitration Act**"). Pursuant to Section 105 of the Arbitration Act, in the event of conflict between the terms of these Arbitration Provisions and the provisions of the Arbitration Act, the terms of these Arbitration Provisions shall control.

3. Arbitration Proceedings. Arbitration between the parties will be subject to the following procedures:

3.1 Pursuant to Section 110 of the Arbitration Act, the parties agree that a party may initiate Arbitration by giving written notice to the other party ("**Arbitration Notice**") in the same manner that notice is permitted under Section 8.10 of the Agreement; *provided, however*, that the Arbitration Notice may not be given by email or fax. Arbitration will be deemed initiated as of the date that the Arbitration Notice is deemed delivered under Section 8.10 of the Agreement (the "**Service Date**"). After the Service Date, information may be delivered, and notices may be given, by email or fax pursuant to Section 8.10 of the Agreement or any other method permitted thereunder. The Arbitration Notice must describe the nature of the controversy, the remedies sought, and the election to commence Arbitration proceedings. All Claims in the Arbitration Notice must be pleaded consistent with the Utah Rules of Civil Procedure.

3.2 Within ten (10) calendar days after the Service Date, Investor shall select and submit to Company the names of three (3) arbitrators that are designated as "neutrals" or qualified arbitrators by Utah ADR Services (http://www.utahadrservices.com) (such three (3) designated persons hereunder are referred to herein as the "**Proposed Arbitrators**"). For the avoidance of doubt, each Proposed Arbitrator must be qualified as a "neutral" with Utah ADR Services. Within ten (10) calendar days after Investor has submitted to Company the names of the Proposed Arbitrators, Company must select, by written notice to Investor, one (1) of the Proposed Arbitrators to act as the arbitrator for the parties under these Arbitration Provisions. If Company fails to select one of the Proposed Arbitrators in writing within such 10-day period, then Investor may select the arbitrator from the Proposed Arbitrators by providing written notice of such selection to Company. If Investor fails to identify the Proposed Arbitrators within the time period required above, then Company may at any time prior to Investor designating the Proposed Arbitrators, select the names of three

(3) arbitrators that are designated as "neutrals" or qualified arbitrators by Utah ADR Service by written notice to Investor. Investor may then, within ten (10) calendar days after Company has submitted notice of its selected arbitrators to Investor, select, by written notice to Company, one (1) of the selected arbitrators to act as the arbitrator for the parties under these Arbitration Provisions. If Investor fails to select in writing and within such 10-day period one of the three (3) arbitrators selected by Company, then Company may select the arbitrator from its three (3) previously selected arbitrators by providing written notice of such selection to Investor. Subject to Paragraph 3.12 below, the cost of the arbitrator must be paid equally by both parties; *provided, however*, that if one party refuses or fails to pay its portion of the arbitrator fee, then the other party can advance such unpaid amount (subject to the accrual of Default Interest thereupon), with such amount added to or subtracted from, as applicable, the award granted by the arbitrator. If Utah ADR Services ceases to exist or to provide a list of neutrals, then the arbitrator shall be selected under the then prevailing rules of the American Arbitration Association. The date that the selected arbitrator agrees in writing to serve as the arbitrator hereunder is referred to herein as the "**Arbitration Commencement Date**".

3.3 An answer and any counterclaims to the Arbitration Notice, which must be pleaded consistent with the Utah Rules of Civil Procedure, shall be required to be delivered to the other party within twenty (20) calendar days after the Service Date. Upon request, the arbitrator is hereby instructed to render a default award, consistent with the relief requested in the Arbitration Notice, against a party that fails to submit an answer within such time period.

3.4 The party that delivers the Arbitration Notice to the other party shall have the option to also commence concurrent legal proceedings with any state court sitting in Salt Lake County, Utah ("**Litigation Proceedings**"), subject to the following: (i) the complaint in the Litigation Proceedings is to be substantially similar to the claims set forth in the Arbitration Notice, provided that an additional cause of action to compel arbitration will also be included therein, (ii) so long as the other party files an answer to the complaint in the Litigation Proceedings and an answer to the Arbitration Notice, the Litigation Proceedings will be stayed pending an Arbitration Award hereunder, (iii) if the other party fails to file an answer in the Litigation Proceedings or an answer in the Arbitration Proceedings, then the party initiating Arbitration shall be entitled to a default judgment consistent with the relief requested, to be entered in the Litigation Proceedings, and (iv) any legal or procedural issue arising under the Arbitration Act that requires a decision of a court of competent jurisdiction may be determined in the Litigation Proceedings. Any award of the arbitrator may be entered in such Litigation Proceedings pursuant to the Arbitration Act.

3.5 Pursuant to Section 118(8) of the Arbitration Act, the parties agree that discovery shall be conducted in accordance with the Utah Rules of Civil Procedure; *provided, however*, that incorporation of such rules will in no event supersede the Arbitration Provisions set forth herein, including without limitation the time limitation set forth in Paragraph 3.9 below, and the following:

a. Discovery will only be allowed if the likely benefits of the proposed discovery outweigh the burden or expense, and the discovery sought is likely to reveal information that will satisfy a specific element of a claim or defense already pleaded in the Arbitration. The party seeking discovery shall always have the burden of showing that all of the standards and limitations set forth in these Arbitration Provisions are satisfied. The scope of discovery in the Arbitration proceedings shall also be limited as follows:

(i) To facts directly connected with the transactions contemplated by the Agreement.

(ii) To facts and information that cannot be obtained from another source that is more convenient, less burdensome or less expensive.

b. No party shall be allowed (i) more than fifteen (15) interrogatories (including discrete subparts), (ii) more than fifteen (15) requests for admission (including discrete subparts), (iii) more than ten (10) document requests (including discrete subparts), or (iv) more than three depositions (excluding expert depositions) for a maximum of seven (7) hours per deposition.

3.6 Any party submitting any written discovery requests, including interrogatories, requests for production, subpoenas to a party or a third party, or requests for admissions, must prepay the estimated attorneys' fees and costs, as determined by the arbitrator, before the responding party has any obligation to produce or respond.

(a) All discovery requests must be submitted in writing to the arbitrator and the other party before issuing or serving such discovery requests. The party issuing the written discovery requests must

include with such discovery requests a detailed explanation of how the proposed discovery requests satisfy the requirements of these Arbitration Provisions and the Utah Rules of Civil Procedure. Any party will then be allowed, within ten (10) calendar days of receiving the proposed discovery requests, to submit to the arbitrator an estimate of the attorneys' fees and costs associated with responding to such written discovery requests and a written challenge to each applicable discovery request. After receipt of an estimate of attorneys' fees and costs and/or challenge(s) to one or more discovery requests, the arbitrator will make a finding as to the likely attorneys' fees and costs associated with responding to the discovery requests and issue an order that (A) requires the requesting party to prepay the attorneys' fees and costs associated with responding to the discovery requests, and (B) requires the responding party to respond to the discovery requests as limited by the arbitrator within a certain period of time after receiving payment from the requesting party. If a party entitled to submit an estimate of attorneys' fees and costs and/or a challenge to discovery requests fails to do so within such 10-day period, the arbitrator will make a finding that (A) there are no attorneys' fees or costs associated with responding to such discovery requests, and (B) the responding party must respond to such discovery requests (as may be limited by the arbitrator) within a certain period of time as determined by the arbitrator.

(b) In order to allow a written discovery request, the arbitrator must find that the discovery request satisfies the standards set forth in these Arbitration Provisions and the Utah Rules of Civil Procedure. The arbitrator must strictly enforce these standards. If a discovery request does not satisfy any of the standards set forth in these Arbitration Provisions or the Utah Rules of Civil Procedure, the arbitrator may modify such discovery request to satisfy the applicable standards, or strike such discovery request in whole or in part.

(c) Discovery deadlines will be set forth in a scheduling order issued by the arbitrator. The parties hereby authorize and direct the arbitrator to take such actions and make such rulings as may be necessary to carry out the parties' intent for the arbitration proceedings to be efficient and expeditious.

3.7 Each party may submit expert reports (and rebuttals thereto), provided that such reports must be submitted by the deadlines established by the arbitrator. Expert reports must contain the following: (a) a complete statement of all opinions the expert will offer at trial and the basis and reasons for them; (b) the expert's name and qualifications, including a list of all publications within the preceding 10 years, and a list of any other cases in which the expert has testified at trial or in a deposition or prepared a report within the preceding 10 years; and (c) the compensation to be paid for the expert's report and testimony. The parties are entitled to depose any other party's expert witness one time for no more than 4 hours. An expert may not testify in a party's case-in-chief concerning any matter not fairly disclosed in the expert report.

3.8 All information disclosed by either party during the Arbitration process (including without limitation information disclosed during the discovery process) shall be considered confidential in nature. Each party agrees not to disclose any confidential information received from the other party during the discovery process unless (i) prior to or after the time of disclosure such information becomes public knowledge or part of the public domain, not as a result of any inaction or action of the receiving party, (ii) such information is required by a court order, subpoena or similar legal duress to be disclosed if such receiving party has notified the other party thereof in writing and given it a reasonable opportunity to obtain a protective order from a court of competent jurisdiction prior to disclosure; or (iii) disclosed to the receiving party's agents, representatives and legal counsel on a need to know basis who each agree in writing not to disclose such information to any third party. Pursuant to Section 118(5) of the Arbitration Act, the arbitrator is hereby authorized and directed to issue a protective order to prevent the disclosure of privileged information and confidential information upon the written request of either party.

3.9 The parties hereby authorize and direct the arbitrator to take such actions and make such rulings as may be necessary to carry out the parties' intent for the arbitration proceedings to be efficient and expeditious. Pursuant to Section 120 of the Arbitration Act, the parties hereby agree that an Arbitration Award must be made within 150 days after the Arbitration Commencement Date. The arbitrator is hereby authorized and directed to hold a scheduling conference within ten (10) calendar days after the Arbitration Commencement Date in order to establish a scheduling order with various binding deadlines for discovery, expert testimony, and the submission of documents by the parties to enable the arbitrator to render a decision prior to the end of such 150-day period. The Utah Rules of Evidence will apply to any final hearing before the arbitrator.

3.10 The arbitrator shall have the right to award or include in the Arbitration Award any relief which the arbitrator deems proper under the circumstances, including, without limitation, specific performance and injunctive relief, provided that the arbitrator may not award exemplary or punitive damages.

3.11 If any part of these Arbitration Provisions is found to violate applicable law or to be illegal, then such provision shall be modified to the minimum extent necessary to make such provision enforceable under applicable law.

3.12 The arbitrator is hereby directed to require the losing party to (i) pay the full amount of any unpaid costs and fees of the arbitrator, and (ii) reimburse the prevailing party the reasonable attorneys' fees, arbitrator costs, deposition costs, and other discovery costs incurred by the prevailing party.

4. Appeals.

4.1 Following the entry of the Arbitration Award, either party (the "**Appellant**") shall have a period of thirty (30) days in which to notify the other party (the "**Appellee**"), in writing, that it elects to appeal (the "**Appeal**") the Arbitration Award (such notice, an "**Appeal Notice**"). The date the Appellant delivers an Appeal Notice to the Appellee is referred to herein as the "**Appeal Date**". The Appeal Notice must be delivered to the Appellee in accordance with the provisions of Paragraph 3.1 above with respect to delivery of an Arbitration Notice and must describe the nature of the appeal and the remedies sought. In addition, together with its delivery of an Appeal Notice to the Appellee, the Appellant must also pay for (and provide proof of such payment to the Appellee together with its delivery of the Appeal Notice) a bond in the amount of 110% of the sum it owes to the Appellee as a result of the final decision made by the arbitrators that it is appealing. In the event neither party delivers an Appeal Notice to the other within the deadline prescribed in this Paragraph 4.1, each party shall lose its right to appeal and the decision of the arbitrator shall be final.

4.2 In the event an Appellant delivers an Appeal Notice to the Appellee in compliance with the provisions of Paragraph 4.1 above, the following provisions shall apply with respect to the Appeal:

(a) The Appeal will be heard by a three (3) person arbitration panel (the "**Appeal Panel**"). Within ten (10) calendar days after the Appeal Date, the Appellee shall select and submit to the Appellant the names of five (5) arbitrators that are designated as "neutrals" or qualified arbitrators by Utah ADR Services (http://www.utahadrservices.com) (such five designated persons hereunder are referred to herein as the "**Proposed Appeal Arbitrators**"). For the avoidance of doubt, each Proposed Appeal Arbitrator must be qualified as a "neutral" with Utah ADR Services. Within ten (10) calendar days after the Appellee has submitted to the Appellant the names of the Proposed Appeal Arbitrators, the Appellant must select, by written notice to the Appellee, three (3) of the Proposed Appeal Arbitrators to act as the members of the Appeal Panel. If the Appellant fails to select three (3) of the Proposed Appeal Arbitrators in writing within such 10-day period, then the Appellee may select such three (3) arbitrators from the Proposed Appeal Arbitrators by providing written notice of such selection to the Appellant. If the Appellee fails to identify the Proposed Appeal Arbitrators within the time period required above, then the Appellant may at any time prior to the Appellee designating the Proposed Appeal Arbitrators, select the names of the five (5) Proposed Appeal Arbitrators. The Appellee may then, within ten (10) calendar days after the Appellant has submitted notice of its Proposed Appeal Arbitrators to the Appellee, select, by written notice to the Appellant, three (3) of the Proposed Appeal Arbitrators to serve on the Appeal Panel. If the Appellee fails to select in writing and within such 10-day period the three (3) members of the Appeal Panel, then the Appellant may select such three (3) members of the Appeal Panel by providing written notice of such selection to the Appellee. After the three (3) members of the Appeal Panel are selected, the Appellee shall designate in writing to the Appellant the name of one of such three (3) arbitrators to serve as the lead arbitrator. Subject to Paragraph 4.2(d) below, the cost of the Appeal Panel must be paid entirely by the Appellant. If Utah ADR Services ceases to exist or to provide a list of neutrals, then the arbitrators shall be selected under the then prevailing rules of the American Arbitration Association. The date that all three (3) selected arbitrators agree in writing to serve as the arbitrators hereunder is referred to herein as the "**Appeal Commencement Date**".

(b) Within seven (7) days of the Appeal Commencement Date, Appellant shall deliver to the Appeal Panel and to Appellee a memorandum in support of appeal describing in detail its basis and arguments for appealing the Arbitration Award (the "**Memorandum in Support**"). Within seven (7) days of Appellant's delivery of the Memorandum in Support, Appellee shall deliver to the Appeal Panel and to Appellant a memorandum in opposition to the Memorandum in Support (the "**Memorandum in Opposition**"). Within

seven (7) days of Appellee's delivery of the Memorandum in Opposition, Appellant shall deliver to the Appeal Panel and to Appellee a reply memorandum to the Memorandum in Opposition.

(c) The parties hereby agree that the Appeal must be heard by the Appeal Panel within thirty (30) calendar days of the Appeal Commencement Date and that the Appeal Panel's Arbitration Award must be made within thirty (30) days after the Appeal is heard, and in any event within sixty (60) days of the Appeal Commencement Date. The Utah Rules of Evidence will apply to any final hearing before the Appeal Panel.

(d) The Appeal Panel is hereby directed to require the losing party to (i) pay the full amount of any unpaid costs and fees of the Appeal Panel, and (ii) reimburse the prevailing party the reasonable attorneys' fees, arbitrator costs, deposition costs, and other discovery costs incurred by the prevailing party.

[*Remainder of page intentionally left blank*]

MASTER CONVERTIBLE PROMISSORY NOTE

Effective Date: October 1, 2015 U.S. $85,000.00

FOR VALUE RECEIVED, BIOCORRX, INC., a Nevada corporation ("**Borrower**"), promises to pay to ST. GEORGE INVESTMENTS LLC, a Utah limited liability company, or its successors or assigns ("**Lender**"), $85,000.00 and any interest, fees, charges and penalties in accordance with the terms set forth herein. This Master Convertible Promissory Note (this "**Master Note**") is issued and made effective as of October 1, 2015 (the "**Effective Date**"). For purposes hereof, the "**Outstanding Balance**" of each Note (as defined below) means the Purchase Price (as defined below) of such Note, as reduced or increased, as the case may be, pursuant to the terms hereof for payment, redemption, conversion or otherwise, plus any original issue discount ("**OID**"), the Transaction Expense Amount (as defined below), accrued but unpaid interest, collection and enforcements costs, and any other fees or charges (including without limitation late charges) incurred under each such Note. This Master Note and each of the Subsequent Notes (as defined below) are issued pursuant to that certain Securities Purchase Agreement dated October 1, 2015, as the same may be amended from time to time (the "**Purchase Agreement**", and together with this Master Note and each of the Subsequent Notes, the "**Transaction Documents**") by and between Borrower and Lender. Certain capitalized terms used herein are defined in Section 13.

The purchase price for this Master Note is $75,000.00 (the "**Purchase Price**") payable by wire transfer. The initial Outstanding Balance of this Master Note shall include the Purchase Price, a $7,500.00 OID, and $2,500.00 to cover Lender's legal fees, accounting costs, due diligence, monitoring and other transaction costs incurred in connection with the purchase and sale of the Notes (the "**Transaction Expense Amount**"). Borrower agrees that this Master Note is fully paid for as of the Effective Date. For purposes hereof, the term "**Purchase Price Date**" means the date the Purchase Price is delivered by Lender to Borrower.

Lender shall have the right, but only with the consent of Borrower, to lend additional funds to Borrower in up to two (2) additional tranches, each in the amount of $75,000.00, at any time or from time to time beginning on the Effective Date and ending one (1) year from the date that the entire Outstanding Balance of the most recently funded Note has been repaid (the "**Option Expiration Date**"). On the date Lender pays the Purchase Price for any Subsequent Note (the "**Subsequent Note Payment Date**"), Borrower will execute and issue to Lender a Subsequent Promissory Note in the form attached hereto as Exhibit B (each, a "**Subsequent Note**", and together with this Master Note, the "**Notes**", and each of the Notes individually, a "**Note**"). Each Subsequent Note shall have an initial Outstanding Balance of $82,500.00, consisting of $75,000.00 payable by wire (to be deemed the "Purchase Price" for such Subsequent Note) and a $7,500.00 OID. Each of the Subsequent Notes shall be executed by Borrower and issued to Lender on the applicable Subsequent Note Payment Date. Upon issuance to Lender, each Subsequent Note shall be an unconditional, valid, binding and enforceable obligation of Borrower not subject to offset, deduction or counterclaim of any kind. Each Subsequent Note shall be considered a separate instrument from this Master Note and each other Subsequent Note.

This Master Note and each Subsequent Note shall have its own separate maturity date, which shall be the date that is one (1) year (for each Note, the "**Maturity Date**") from the applicable Purchase Price Date for each applicable Note. For the avoidance of doubt, each Note will have a separate Purchase Price Date corresponding to the date the Purchase Price for the applicable Note is delivered by Lender to Borrower. On each separate Maturity Date, the applicable Outstanding Balance shall be due and payable. Borrower and Lender agree that for Rule 144 purposes each Subsequent Note shall be considered fully paid and the applicable holding period shall begin on the Subsequent Note Payment Date for such Subsequent Note. The terms of each Subsequent Note are incorporated by reference and made a part of this Master Note. In the case of any conflict between this Master Note and any Subsequent Note, the

terms of this Master Note shall govern except with respect to any terms expressly supplied by such Subsequent Note.

Subject to the adjustments described in this paragraph, and provided that no Event of Default (as defined below) has occurred, the conversion price for each Note shall be equal to the product of 60% (as adjusted pursuant to this paragraph, the "**Conversion Factor**") multiplied by the lowest intra-day trade price of Borrower's common stock, $0.001 par value per share ("**Common Stock**"), in the twenty-five (25) Trading Days immediately preceding the Conversion (as defined below) (the "**Conversion Price**"). Additionally, if at any time after the Effective Date, Borrower is not DWAC Eligible, then the Conversion Factor will automatically be reduced by 5% for all future Conversions under all Notes. If at any time after the Effective Date, Borrower is not DTC Eligible, then the Conversion Factor will automatically be reduced by an additional 5% for all future Conversions under all Notes. Finally, in addition to the Default Effect (as defined below), if any Major Default occurs after the Effective Date, the Conversion Factor shall automatically be reduced for all Notes for all future Conversions by 5% for each of the first three (3) Major Defaults that occur after the Effective Date (for the avoidance of doubt, each occurrence of any Major Default shall be deemed to be a separate occurrence for purposes of the foregoing reductions in Conversion Factor, even if the same Major Default occurs three (3) separate times). Notwithstanding the foregoing, the Conversion Factor shall not be reduced below 50% pursuant to the terms of this paragraph. For example, the first time Borrower is not DWAC Eligible, the Conversion Factor for all future Conversions under all Notes thereafter will be reduced from 60% to 55%. Following such event, the first time Borrower is not DTC Eligible, the Conversion Factor for all future Conversions under all Notes will be reduced from 55% to 50%. By way of a second example, if Borrower remains DWAC Eligible, but there are three (3) separate occurrences of a Major Default pursuant to Section 4.1(xv), then for purposes of this example the Conversion Factor for all Notes would be reduced from 60% to 55% for the first such occurrence, then to 50% for the second occurrence, but the Conversion Factor would not be reduced below 50% for the third such occurrence.

1. Prepayment; Interest. Borrower may repay any Note at any time on or before the date that is one hundred twenty (120) days from the applicable Purchase Price Date (the "**Prepayment Opportunity Date**"). If Borrower repays a Note on or before the applicable Prepayment Opportunity Date, the interest rate shall be ZERO PERCENT (0%). If Borrower does not repay the entire Outstanding Balance of the applicable Note on or before the applicable Prepayment Opportunity Date, a one-time interest charge of 12% (the "**Interest Charge**") shall be applied to the Outstanding Balance of such Note. Any interest payable is in addition to any applicable OID and the Transaction Expense Amount. Any OID and the Transaction Expense Amount remain payable regardless of the time and manner of payment by Borrower. Following the Prepayment Opportunity Date of each Note, such Note may only be prepaid by Borrower with the prior written consent of Lender. If Lender consents to Borrower's prepayment of all or any portion of a Note, Borrower shall pay to Lender 125% of the portion of the Outstanding Balance of such Note that Lender allows Borrower to prepay.

2. Conversion. Lender has the right at any time after the date that is one hundred twenty (120) days from the Effective Date, at its election, to convert (each instance of conversion is referred to herein as a "**Conversion**") all or any part of the Outstanding Balance of such Note into shares ("**Conversion Shares**") of fully paid and non-assessable Common Stock as per the following conversion formula: the number of Conversion Shares equals the amount being converted (the "**Conversion Amount**") divided by the Conversion Price. Conversion notices, in the form attached hereto as Exhibit A (a "**Conversion Notice**"), under any of the Notes may be effectively delivered to Borrower by any method of Lender's choice (including but not limited to facsimile, email, mail, overnight courier, or personal delivery), and all Conversions shall be cashless and not require further payment from Lender. If no objection is delivered from Borrower to Lender regarding any variable or calculation of the Conversion Notice within 24 hours of delivery of the Conversion Notice, Borrower shall have been

thereafter deemed to have irrevocably confirmed and irrevocably ratified such Conversion Notice and waived any objection thereto. Borrower shall deliver the Conversion Shares from any Conversion to Lender within three (3) Trading Days of Lender's delivery of the Conversion Notice to Borrower (the "**Delivery Date**").

3. Conversion Delays. If Borrower fails to deliver Conversion Shares in accordance with the timeframes stated in Section 2, Lender, at any time prior to selling all of those Conversion Shares, may rescind in whole or in part that particular Conversion attributable to the unsold Conversion Shares, with a corresponding increase to the applicable Outstanding Balance (any returned Conversion Amount will tack back to the Purchase Price Date of the applicable Note). In addition, for each Conversion, in the event that Conversion Shares are not delivered by the Delivery Date, a late fee equal to the greater of (i) $500.00 per day and (ii) 2% of the applicable Conversion Share Value rounded to the nearest multiple of $100.00 (but in any event the cumulative amount of such late fees for each Conversion shall not exceed 200% of the applicable Conversion Share Value) will be assessed for each day after the Delivery Date until Conversion Share delivery is made; and such late fee will be added to the Note being converted (such fees, the "**Conversion Delay Late Fees**"). For illustration purposes only, if Lender delivers a Conversion Notice to Borrower pursuant to which Borrower is required to deliver 100,000 Conversion Shares to Lender and on the Delivery Date such Conversion Shares have a Conversion Share Value of $20,000.00 (assuming a Closing Trade Price on the Delivery Date of $0.20 per share of Common Stock), then in such event a Conversion Delay Late Fee in the amount of $500.00 per day (the greater of $500.00 per day and $20,000.00 multiplied by 2%, which is $400.00) would be added to the Outstanding Balance of the Note until such Conversion Shares are delivered to Lender. For purposes of this example, if the Conversion Shares are delivered to Lender twenty (20) days after the applicable Delivery Date, the total Conversion Delay Late Fees that would be added to the Outstanding Balance would be $10,000.00 (20 days multiplied by $500.00 per day). If the Conversion Shares are delivered to Lender one hundred (100) days after the applicable Delivery Date, the total Conversion Delay Late Fees that would be added to the Outstanding Balance would be $40,000.00 (100 days multiplied by $500.00 per day, but capped at 200% of the Conversion Share Value).

4. Default.

4.1. Events of Default. The following are events of default under the Notes (each, an "**Event of Default**"): (i) Borrower shall fail to pay any principal, interest, fees, charges, or any other amount when due and payable hereunder; or (ii) Borrower shall fail to deliver any Conversion Shares in accordance with the terms hereof; or (iii) a receiver, trustee or other similar official shall be appointed over Borrower or a material part of its assets and such appointment shall remain uncontested for twenty (20) days or shall not be dismissed or discharged within sixty (60) days; or (iv) Borrower shall become insolvent or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, subject to applicable grace periods, if any; or (v) Borrower shall make a general assignment for the benefit of creditors; or (vi) Borrower shall file a petition for relief under any bankruptcy, insolvency or similar law (domestic or foreign); or (vii) an involuntary proceeding shall be commenced or filed against Borrower; or (viii) Borrower, at any time after the Effective Date, is not DWAC Eligible; or (ix) Borrower shall default or otherwise fail to observe or perform any covenant, obligation, condition or agreement of Borrower contained herein or in any other Transaction Document, or in any Subsequent Note, other than those specifically set forth in this Section 4.1 and Section 4 of the Purchase Agreement; or (x) any representation, warranty or other statement made or furnished by or on behalf of Borrower to Lender herein or in connection with the issuance of the Notes shall be false, incorrect, incomplete or misleading in any material respect when made or furnished; or (xi) Borrower shall fail to maintain the Share Reserve as required under the Purchase Agreement; or (xii) Borrower effectuates a reverse split of its Common Stock without twenty (20) Trading Days prior written notice to Lender; or (xiii) any money judgment, writ or similar process shall be entered or filed against Borrower or any subsidiary of Borrower

or any of its property or other assets for more than $100,000.00, and shall remain unvacated, unbonded or unstayed for a period of twenty (20) calendar days unless otherwise consented to by Lender; or (xiv) Borrower shall fail to observe or perform any covenant set forth in Section 4 of the Purchase Agreement.

4.2. Cross Default. A breach or default by Borrower of any covenant or other term or condition contained in any Other Agreements shall, at the option of Lender, be considered an Event of Default under each Note, in which event Lender shall be entitled (but in no event required) to apply all rights and remedies of Lender under the terms of the Notes. For the avoidance of doubt, all existing and future loan transactions between Borrower and Lender and their respective affiliates will be cross-defaulted with each other loan transaction and with all other existing and future debt of Borrower to Lender.

5. Remedies. At any time and from time to time after Lender becoming aware of the occurrence of any Event of Default, Lender may accelerate all the Notes for which the applicable Purchase Price has been paid by written notice to Borrower, with the Outstanding Balance of each such Note becoming immediately due and payable in cash at the Mandatory Default Amount. Notwithstanding the foregoing, at any time following the occurrence of any Event of Default, Lender may, at its option, elect to increase the Outstanding Balance by applying the Default Effect (subject to the limitation set forth below) via written notice to Borrower without accelerating the Outstanding Balance, in which event the Outstanding Balance shall be increased as of the date of the occurrence of the applicable Event of Default pursuant to the Default Effect, but the Outstanding Balance shall not be immediately due and payable unless so declared by Lender (for the avoidance of doubt, if Lender elects to apply the Default Effect pursuant to this sentence, it shall reserve the right to declare the Outstanding Balance immediately due and payable at any time and no such election by Lender shall be deemed to be a waiver of its right to declare the Outstanding Balance immediately due and payable as set forth herein unless otherwise agreed to by Lender in writing). Notwithstanding the foregoing, upon the occurrence of any Event of Default described in clauses (iii), (iv), (v), (vi) or (vii) of Section 4.1, each Outstanding Balance as of the date of acceleration shall become immediately and automatically due and payable in cash at the Mandatory Default Amount, without any written notice required by Lender. At any time following the occurrence of any Event of Default, upon written notice given by Lender to Borrower, interest shall accrue on the Outstanding Balance beginning on the date the applicable Event of Default occurred at an interest rate equal to the lesser of 22% per annum or the maximum rate permitted under applicable law ("**Default Interest**"). Additionally, following the occurrence of any Event of Default, Borrower may, at its option, pay any Conversion in cash instead of Conversion Shares by paying to Lender on or before the applicable Delivery Date a cash amount equal to the number of Conversion Shares set forth in the applicable Conversion Notice multiplied by the highest intra-day trading price of the Common Stock that occurs during the period beginning on the date the applicable Event of Default occurred and ending on the date of the applicable Conversion Notice. In connection with such acceleration described herein, Lender need not provide, and Borrower hereby waives, any presentment, demand, protest or other notice of any kind, and Lender may immediately and without expiration of any grace period enforce any and all of its rights and remedies hereunder and all other remedies available to it under applicable law. Such acceleration may be rescinded and annulled by Lender at any time prior to payment hereunder and Lender shall have all rights as a holder of the applicable Note until such time, if any, as Lender receives full payment pursuant to this Section 5. No such rescission or annulment shall affect any subsequent Event of Default or impair any right consequent thereon. Nothing herein shall limit Lender's right to pursue any other remedies available to it at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to Borrower's failure to timely deliver Conversion Shares upon Conversion of the Notes as required pursuant to the terms hereof.

6. Effect of Certain Events.

6.1. Adjustment Due to Distribution. If Borrower shall declare or make any distribution of its assets (or rights to acquire its assets) to holders of Common Stock as a dividend, stock repurchase, by way of return of capital or otherwise (including any dividend or distribution to Borrower's stockholders in cash or shares (or rights to acquire shares) of capital stock of a subsidiary (i.e., a spin-off)) (a "**Distribution**"), then Lender shall be entitled, upon any conversion of any Note after the date of record for determining stockholders entitled to such Distribution, to receive the amount of such assets which would have been payable to Lender with respect to the shares of Common Stock issuable upon such conversion had Lender been the holder of such shares of Common Stock on the record date for the determination of stockholders entitled to such Distribution.

6.2. Adjustments for Stock Split. Notwithstanding anything herein to the contrary, any references to share numbers or share prices shall be appropriately adjusted for any stock dividend, stock split, stock combination or other similar transaction.

7. No Offset. Borrower acknowledges that each Note is an unconditional, valid, binding and enforceable obligation of Borrower not subject to offset, deduction or counterclaim of any kind. Borrower hereby waives any rights of offset it now has or may have hereafter against Lender, its successors and assigns, and agrees to make the payments or conversions called for herein in accordance with the terms of the Notes.

8. Ownership Limited to 9.99% of Common Stock Outstanding. Notwithstanding anything to the contrary contained in any of the Notes (except as set forth below in this section), the Notes shall not be convertible by Lender, and Borrower shall not effect any conversion of the Notes or otherwise issue any shares of Common Stock pursuant to Section 2 hereof, to the extent (but only to the extent) that Lender together with any of its affiliates would beneficially own in excess of 9.99% (the "**Maximum Percentage**") of the Common Stock outstanding. To the extent the foregoing limitation applies, the determination of whether a Note shall be convertible (vis-à-vis other convertible, exercisable or exchangeable securities owned by Lender or any of its affiliates) and of which such securities shall be convertible, exercisable or exchangeable (as among all such securities owned by Lender and its affiliates) shall, subject to such Maximum Percentage limitation, be determined on the basis of the first submission to Borrower for conversion, exercise or exchange (as the case may be). No prior inability to convert a Note, or to issue shares of Common Stock, pursuant to this section shall have any effect on the applicability of the provisions of this section with respect to any subsequent determination of convertibility. The shares of Common Stock issuable to Lender that would cause the Maximum Percentage to be exceeded are referred to herein as the "**Ownership Limitation Shares**". Borrower will reserve the Ownership Limitation Shares for the exclusive benefit of Lender. From time to time, Lender may notify Borrower in writing of the number of the Ownership Limitation Shares that may be issued to Lender without causing Lender to exceed the Maximum Percentage. Upon receipt of such notice, Borrower shall be unconditionally obligated to immediately issue such designated shares to Lender, with a corresponding reduction in the number of the Ownership Limitation Shares. For purposes of this section, beneficial ownership and all determinations and calculations (including, without limitation, with respect to calculations of percentage ownership) shall be determined in accordance with Section 13(d) of the 1934 Act (as defined below) and the rules and regulations promulgated thereunder. The provisions of this section shall be implemented in a manner otherwise than in strict conformity with the terms of this section to correct this section (or any portion hereof) which may be defective or inconsistent with the intended Maximum Percentage beneficial ownership limitation herein contained or to make changes or supplements necessary or desirable to properly give effect to such Maximum Percentage limitation. The limitations contained in this section shall apply to a successor holder of this Master Note and shall be unconditional, irrevocable and non-waivable. For any reason at any time, upon the written or oral request of Lender, Borrower shall within one (1) Trading Day confirm orally and in writing to Lender the number of shares of Common Stock then outstanding, including by virtue of any prior conversion or exercise of

convertible or exercisable securities into Common Stock, including, without limitation, pursuant to this Master Note. By written notice to Borrower, Lender may increase, decrease or waive the Maximum Percentage as to itself but any such waiver will not be effective until the 61st day after delivery thereof. The foregoing 61-day notice requirement is enforceable, unconditional and non-waivable and shall apply to all affiliates and assigns of Lender.

9. Survival. This Master Note shall survive until the later of (i) the Option Expiration Date, and (ii) the date the last funded Subsequent Note has been repaid or converted in full.

10. Opinion of Counsel. In the event that an opinion of counsel is needed for any matter related to any Note, Lender has the right to have any such opinion provided by its counsel. Lender also has the right to have any such opinion provided by Borrower's counsel.

11. Time of the Essence. Time is expressly made of the essence with respect to each and every provision of this Master Note. If the last day of any time period stated herein shall fall on a Saturday, Sunday or non-Trading Day, then such time period shall be extended to the next Trading Day.

12. Liquidated Damages. Lender and Borrower agree that in the event Borrower fails to comply with any of the terms or provisions of any Note, Lender's damages would be uncertain and difficult (if not impossible) to accurately estimate because of the parties' inability to predict future interest rates, future share prices, future trading volumes and other relevant factors. Accordingly, Lender and Borrower agree that any fees, balance adjustments, Default Interest, or other charges assessed under any Note are not penalties but instead are intended by the parties to be, and shall be deemed, liquidated damages (under Lender's and Borrower's expectations that any such liquidated damages will tack back to the applicable Purchase Price Date for purposes of determining the holding period under Rule 144).

13. Definitions.

13.1. **"Closing Bid Price"** and **"Closing Trade Price"** means the last closing bid price and last closing trade price, respectively, for the Common Stock on its principal market, as reported by Bloomberg, or, if its principal market begins to operate on an extended hours basis and does not designate the closing bid price or the closing trade price (as the case may be) then the last bid price or last trade price, respectively, of the Common Stock prior to 4:00:00 p.m., New York time, as reported by Bloomberg, or, if its principal market is not the principal securities exchange or trading market for the Common Stock, the last closing bid price or last trade price, respectively, of the Common Stock on the principal securities exchange or trading market where the Common Stock is listed or traded as reported by Bloomberg, or if the foregoing do not apply, the last closing bid price or last trade price, respectively, of the Common Stock in the over-the-counter market on the electronic bulletin board for the Common Stock as reported by Bloomberg, or, if no closing bid price or last trade price, respectively, is reported for the Common Stock by Bloomberg, the average of the bid prices, or the ask prices, respectively, of any market makers for the Common Stock as reported by OTC Markets Group, Inc., and any successor thereto. If the Closing Bid Price or the Closing Trade Price cannot be calculated for the Common Stock on a particular date on any of the foregoing bases, the Closing Bid Price or the Closing Trade Price (as the case may be) of the Common Stock on such date shall be the fair market value as mutually determined by Lender and Borrower. If Lender and Borrower are unable to agree upon the fair market value of the Common Stock, then such dispute shall be resolved in accordance with the procedures in Section [8.5] of the Purchase Agreement. All such determinations shall be appropriately adjusted for any stock dividend, stock split, stock combination or other similar transaction during such period.

13.2. **"Conversion Share Value"** means the product of the number of Conversion Shares deliverable pursuant to any Conversion multiplied by the Closing Trade Price of the Common Stock on the Delivery Date for such Conversion.

13.3. **"Default Effect"** means a calculation obtained by multiplying the Outstanding Balance as of the date the applicable Event of Default occurred by (i) 15% for each occurrence of any Major Default, or (ii) 5% for each occurrence of any Minor Default, and then adding the resulting product to the Outstanding Balance as of the date the applicable Event of Default occurred, with the sum of the foregoing then becoming the Outstanding Balance under the applicable Note as of the date the applicable Event of Default occurred; provided that the Default Effect may only be applied three (3) times hereunder with respect to Major Defaults and three (3) times hereunder with respect to Minor Defaults; and provided further that the Default Effect shall not apply to any Event of Default pursuant to Section 4.1(ii) hereof.

13.4. **"DTC"** means the Depository Trust Company.

13.5. **"DTC Eligible"** means, with respect to the Common Stock, that such Common Stock is eligible to be deposited in certificate form at the DTC, cleared and converted into electronic shares by the DTC and held in the name of the clearing firm servicing Lender's brokerage firm for the benefit of Lender.

13.6. **"DTC/FAST Program"** means the DTC's Fast Automated Securities Transfer Program.

13.7. **"DWAC"** means Deposit Withdrawal at Custodian as defined by the DTC.

13.8. **"DWAC Eligible"** means that (i) the Common Stock is eligible at the DTC for full services pursuant to DTC's operational arrangements, including without limitation transfer through DTC's DWAC system, (ii) Borrower has been approved (without revocation) by the DTC's underwriting department, (iii) Borrower's transfer agent is approved as an agent in the DTC/FAST Program, (iv) the Conversion Shares are otherwise eligible for delivery via DWAC; (v) Borrower's transfer agent does not have a policy prohibiting or limiting delivery of the Conversion Shares via DWAC; and (vi) Borrower has previously delivered all Conversion Shares to Lender under the Note via DWAC.

13.9. **"Major Default"** means any Event of Default occurring under Sections 4.1(i), (xi), or (xiv) of this Master Note.

13.10. **"Mandatory Default Amount"** means the greater of (i) the applicable Outstanding Balance divided by the Conversion Price on the date the Mandatory Default Amount is demanded, multiplied by the VWAP on the date the Mandatory Default Amount is demanded, or (ii) the Default Effect.

13.11. **"Minor Default"** means any Event of Default that is not a Major Default.

13.12. **"Other Agreements"** means, collectively, all existing and future agreements and instruments between, among or by Borrower (or an affiliate), on the one hand, and Lender (or an affiliate), on the other hand.

13.13. **"Trading Day"** means any day on which the Common Stock is traded or tradable for any period on the principal securities exchange or other securities market on which the Common Stock is then being traded.

13.14. "**VWAP**" means volume weighted average price.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, Borrower has caused this Master Note to be duly executed as of the Effective Date set out above.

BORROWER:

BIOCORRX, INC.

By: Lourdes Felix
Name: Lourdes Felix
Title: CEO

ACKNOWLEDGED, ACCEPTED AND AGREED:

LENDER:

ST. GEORGE INVESTMENTS LLC

By: Fife Trading, Inc., Manager

By: _____
John M. Fife, President

[Signature Page to Master Convertible Promissory Note]

EXHIBIT A

CONVERSION NOTICE

ST. GEORGE INVESTMENTS LLC
303 EAST WACKER DRIVE, SUITE 1040
CHICAGO, ILLINOIS 60601

Date: _____
BioCorRx, Inc.
601 North Parkcenter Drive, Suite 103
Santa Ana, California 92705
Attn: Kent Emry

CONVERSION NOTICE

The above-captioned Lender hereby gives notice to BioCorRx, Inc., a Nevada corporation (the "**Company**"), pursuant to that certain Master Convertible Promissory Note made by the Company in favor of Lender on October 1, 2015 or a Subsequent Note thereunder, as applicable (the "**Note**"), that Lender elects to convert the portion of the Outstanding Balance of the Note set forth below into fully paid and non-assessable shares of Common Stock of the Company as of the date of conversion specified below. Such conversion shall be based on the Conversion Price set forth below. In the event of a conflict between this Conversion Notice and the Note, the Note shall govern, or, in the alternative, at the election of Lender in its sole discretion, Lender may provide a new form of Conversion Notice to conform to the Note.

Master Note or Subsequent Note #:_____

A. Date of conversion: _____
B. Conversion #: _____
C. Conversion Amount: _____
D. Lowest trade price: ____ (lowest intra-day trade price in the twenty-five (25) trading days as per Exhibit A)
E. Conversion Factor: _____ (60%, as may be adjusted per the Note)
F. Conversion Price: _____ (D multiplied by E)
G. Conversion Shares: _____ (C divided by F)
H. Remaining Outstanding Balance of Note: _____*

* Subject to adjustments for corrections, defaults, and other adjustments permitted by the Master Note the terms of which shall control in the event of any dispute between the terms of this Conversion Notice and the Master Note.

Please transfer the Conversion Shares electronically (via DWAC) to the following account:

Broker: _____ Address: _____
DTC#: _____ _____
Account #: _____ _____
Account Name: _____

To the extent the Conversion Shares are not able to be delivered to Lender electronically via the DWAC system, please deliver all such certificated shares to Lender via reputable overnight courier after receipt of this Conversion Notice (by facsimile transmission or otherwise) to:

_____
_____
_____

Sincerely,

ST. GEORGE INVESTMENTS LLC

By: Fife Trading, Inc., Manager

By: _____
John M. Fife, President

EXHIBIT A-1

CONVERSION WORKSHEET

Trading Day	lowest intra-day trade price	Lowest	

EXHIBIT B

SUBSEQUENT PROMISSORY NOTES #1 – #2

(See Attached)

SUBSEQUENT PROMISSORY NOTE #1

Purchase Price Date: _____, 201_ U.S. $82,500.00

FOR VALUE RECEIVED, BIOCORRX, INC., a Nevada corporation ("**Borrower**"), promises to pay ST. GEORGE INVESTMENTS LLC, a Utah limited liability company, or its successors or assigns ("**Lender**"), $82,500.00 and any other interest and fees according to the terms herein. This Subsequent Promissory Note (this "**Subsequent Note**") is made effective as of the Purchase Price Date set forth above. All capitalized terms not defined herein shall have the meanings ascribed to such terms in that certain Master Convertible Promissory Note issued by Borrower in favor of Lender on October 1, 2015 (the "**Master Note**").

1. The Purchase Price for this Subsequent Promissory Note is $75,000.00. The initial Outstanding Balance of this Subsequent Note includes the $75,000.00 Purchase Price and a $7,500.00 OID. Borrower acknowledges that the full and complete Purchase Price was received on the Purchase Price Date.

2. This Subsequent Note shall be considered a separate instrument from the Master Note and from each other Subsequent Note.

3. Borrower acknowledges that this Subsequent Note is an unconditional, valid, binding and enforceable obligation of Borrower not subject to offset, deduction or counterclaim of any kind. Borrower and Lender agree that the Rule 144 holding period of this Subsequent Note will begin on the Purchase Price Date.

4. This Subsequent Note shall be subject to and governed in accordance with the terms and conditions set forth in the Master Note and the Purchase Agreement. All the terms and provisions of the Master Note are hereby incorporated by reference and made a part of this Subsequent Note. In the case of any conflict between the Master Note and this Subsequent Note, the terms of the Master Note shall govern except with respect to any terms expressly supplied by this Subsequent Note.

IN WITNESS WHEREOF, Borrower has caused this Subsequent Note to be duly executed as of the Purchase Price Date set forth above.

BORROWER:

BIOCORRX, INC.

By: _____
Name: _____
Title: _____

ACKNOWLEDGED, ACCEPTED AND AGREED:

LENDER:

ST. GEORGE INVESTMENTS LLC

By: Fife Trading, Inc., Manager

By: _____
John M. Fife, President

SUBSEQUENT PROMISSORY NOTE #2

Purchase Price Date: _____, 201_ U.S. $82,500.00

FOR VALUE RECEIVED, BIOCORRX, INC., a Nevada corporation (**"Borrower"**), promises to pay ST. GEORGE INVESTMENTS LLC, a Utah limited liability company, or its successors or assigns (**"Lender"**), $82,500.00 and any other interest and fees according to the terms herein. This Subsequent Promissory Note (this **"Subsequent Note"**) is made effective as of the Purchase Price Date set forth above. All capitalized terms not defined herein shall have the meanings ascribed to such terms in that certain Master Convertible Promissory Note issued by Borrower in favor of Lender on October 1, 2015 (the **"Master Note"**).

1. The Purchase Price for this Subsequent Promissory Note is $75,000.00. The initial Outstanding Balance of this Subsequent Note includes the $75,000.00 Purchase Price and a $7,500.00 OID. Borrower acknowledges that the full and complete Purchase Price was received on the Purchase Price Date.

2. This Subsequent Note shall be considered a separate instrument from the Master Note and from each other Subsequent Note.

3. Borrower acknowledges that this Subsequent Note is an unconditional, valid, binding and enforceable obligation of Borrower not subject to offset, deduction or counterclaim of any kind. Borrower and Lender agree that the Rule 144 holding period of this Subsequent Note will begin on the Purchase Price Date.

4. This Subsequent Note shall be subject to and governed in accordance with the terms and conditions set forth in the Master Note and the Purchase Agreement. All the terms and provisions of the Master Note are hereby incorporated by reference and made a part of this Subsequent Note. In the case of any conflict between the Master Note and this Subsequent Note, the terms of the Master Note shall govern except with respect to any terms expressly supplied by this Subsequent Note.

IN WITNESS WHEREOF, Borrower has caused this Subsequent Note to be duly executed as of the Purchase Price Date set forth above.

BORROWER:

BIOCORRX, INC.

By: _____
Name: _____
Title: _____

ACKNOWLEDGED, ACCEPTED AND AGREED:

LENDER:

ST. GEORGE INVESTMENTS LLC

By: Fife Trading, Inc., Manager

By: _____
John M. Fife, President