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

FORM 8-K

CURRENT REPORT

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

Date of Report (date of earliest event reported): **February 13, 2017**

BioCorRx Inc.

(Exact name of registrant as specified in its charter)

000-54208

(Commission File Number)

Nevada

(State or other jurisdiction of Incorporation)

90-0967447

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

2390 East Oranewood Avenue, Suite 575

Anaheim, California 92806

(Address of principal executive offices)

(714) 462-4880

(Registrant's telephone number, including area code)

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

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

Subscription Agreements

Starting on February 13, 2017 and through and including March 6, 2017, BioCorRx Inc., a Nevada corporation (the “Company”), entered into subscription agreements (the “Subscription Agreements”) with nine investors (the “Investors”), pursuant to which the Investors purchased shares of the Company’s common stock, par value \$0.001 per share (the “Common Stock”). Seven of the Investors purchased a total of 27 million shares at a purchase price of \$0.02 per share for a total of \$540,000 invested. Two of the Investors purchased a total of 16,666,667 million shares at a purchase price of \$0.024 per share for a total of \$400,000 invested. In total, the Company issued 43,666,667 shares in exchange for \$940,000.

The foregoing description of the Subscription Agreements does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the form of Subscription Agreement, a copy of which is filed hereto as Exhibit 10.1 and incorporated herein by reference.

Amendment to Convertible Note Purchase Agreement Entered into with BICX Holding Company LLC

As previously disclosed, on June 14, 2016, the Company sold to BICX Holding Company LLC (“BICX Holding”) an 8% Senior Secured Convertible Promissory Note (the “Note”) in the principal amount of \$2,500,000. BICX Holding is an entity controlled by Alpine Creek Capital Partners.

BICX Holding had the right, until December 10, 2016, to purchase another convertible note from the Company in a principal amount of up to \$2,500,000 for a total aggregate purchase price of \$5,000,000 (the “Maximum Purchase Price”). The Company and BICX Holding agreed to extend this deadline and, on March 3, 2017, the parties entered into a First Amendment to the Note (the “First Amendment”). Pursuant to the First Amendment, BICX Holding invested another \$1,660,000 for a total aggregate purchase price of \$4,160,000. Based on the amount invested, BICX Holding will return the Note and the Company will issue BICX Holding a new note for \$4,160,000 convertible into 42.43% of the Company’s total authorized common stock. The other terms of the new note will be identical to the Note. Pursuant to the First Amendment, the parties agreed that BICX Holding does not have the right to appoint a consultant or, if the Company’s common stock is listed on a national securities exchange, an independent member of the Board. In addition, the Company is not entitled to a break-up fee.

The new note is a long-term debt obligation that is material to the Company. The new note contains certain events of default and, in the event of default, BICX Holding may, at its option, consider the new note immediately due and payable.

The foregoing description of the First Amendment is qualified in its entirety by reference to the provisions of the First Amendment which is filed hereto as Exhibit 10.2 and which is incorporated herein by reference.

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

The information provided in Item 1.01 of this Report is incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

The information provided in Item 1.01 of this Report is incorporated herein by reference.

The issuance of the new note and the issuance of 43,666,667 shares of common stock was made in reliance upon the exemption from registration provided by Section 4(a)(2) of the Securities Act of 1933, as amended (the “Securities Act”) and Rule 506 of Regulation D promulgated thereunder. The Investors and BICX Holding each represented to the Company that they are “accredited investors” as defined in Rule 501(a) under the Securities Act and that the new note and the shares of common stock were being acquired for investment purposes.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
<u>10.1</u>	<u>First Amendment to Senior Secured Convertible Note Purchase Agreement by and between the Company and BICX Holding Company LLC, dated March 3, 2017</u>
<u>10.2</u>	<u>Form of Subscription Agreement entered into between the Company and Investors during February and March 2017</u>

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: March 9, 2017

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

FIRST AMENDMENT TO
SENIOR SECURED CONVERTIBLE NOTE PURCHASE AGREEMENT

This First Amendment to Senior Secured Convertible Note Purchase Agreement is made this 3rd day of March, 2017 (the "First Amendment"), by and among BioCorRx Inc., a Nevada corporation (the "Company"), and BICX Holding Company LLC (the "Purchaser"), the parties to that certain Senior Secured Convertible Note Purchase Agreement (the "Initial Agreement"), dated June 10, 2016 (the "Initial Financing").

WHEREAS, on June 14, 2016, the Company and the Purchaser closed the Initial Financing which consisted of the issuance of a note of \$2,500,000 to the Purchaser in exchange for an investment of the same amount;

WHEREAS, the Initial Agreement gave the Purchaser, for a period of six (6) months from the closing of the Initial Financing, the right but not the obligation to invest up to an additional \$2,500,000 on the same terms and conditions as were set forth in the Initial Agreement;

WHEREAS, the Purchaser wishes to invest another \$1,660,000 in the Company (the "New Investment");

WHEREAS, the Company is in need of additional financing and will receive substantial benefit from the New Investment;

WHEREAS, the Company is willing to waive certain rights it has under the Initial Agreement;

WHEREAS, the Purchaser will receive substantial benefit from the Company's waiver of certain rights; and

WHEREAS, the Purchase is willing to waive certain rights it has under the Initial Agreement.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby consent and agree as follows:

1. All capitalized terms used, and not otherwise defined, herein, shall have the meanings ascribed to them in the Initial Agreement.

2. The Purchaser agrees that, within five (15) business days of the date of this First Amendment, it shall have delivered the previously issued Note and \$1,660,000 to the Company by wire transfer or by check.

3. The Company agrees that, subsequent to the Purchaser's delivery of the previously issued Note and \$1,660,000 to the Company, and within the same five (15) business days of the date of this First Amendment, the Company shall deliver or cause to be delivered to the Purchaser (x) a new Note in the amount of \$4,000,000, which will replace the previously issued Note, and (y) any other documents required to be delivered at a Closing pursuant to the Initial Agreement.

4. The Company and the Purchaser agree that the delivery of \$1,660,000 by the Purchaser and the delivery of the \$4,000,000 Note by the Company shall constitute the Final Closing pursuant to the Initial Agreement.

5. The Company and Purchaser agree that, pursuant to Section 1.5 of the Initial Agreement, the Note will be convertible into that number of shares of Common Stock as is equal to 42.43% of the total authorized common stock of the Company as of the date of the Final Closing.

6. The Company agrees to waive its rights, pursuant to Section 1.6 of the Initial Agreement, to receive a break-up fee or to increase the Conversion Price of the Note.

7. The Purchaser agrees to waive any and all rights it would have possessed pursuant to the Initial Agreement had it invested the Maximum Purchase Price, including, but not limited to, its rights pursuant to Sections 3.14 (subsequent financings), 3.21 (the right to appoint a consultant) and 3.22 (the right to appoint an independent director upon an application to a national securities exchange).

8. All other terms of the Transaction Documents shall remain unamended and in full force and effect.

9. This First Amendment constitutes the entire agreement among the parties, and supersedes all prior and contemporaneous agreements and understandings of the parties, in connection with the subject matter of this First Amendment. No changes, modifications, terminations or waivers of any of the provisions hereof shall be binding unless in writing and signed by all of the parties thereto.

10. This First Amendment may be executed in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. This First Amendment may also be executed by either party hereto by facsimile signature, which shall be deemed to be an original signature of such party hereon.

[-signature page follows-]

IN WITNESS WHEREOF, the undersigned have executed and delivered this First Amendment as of the date first written above.

“COMPANY”
BIOCORRX INC.
a Nevada corporation

“PURCHASER”
BICX HOLDING COMPANY LLC

By: _____
 Lourdes Felix
Its: Chief Financial Officer

By: _____
 Travis Mullen
Its: _____

COVER SHEET WITH SUBSCRIPTION INSTRUCTIONS

Enclosed herewith are the documents necessary to subscribe for shares of common stock (the “**Securities**”) of BioCorRx Inc., a corporation organized under the laws of Nevada (the “**Company**”). Set forth herein are instructions for the execution of the enclosed documents.

Each person considering subscribing for Securities should review the following instructions:

- Subscription Agreement: Two copies of the Subscription Agreement must be completed, executed and delivered to the Company. The Company will execute both copies of the Subscription Agreement and return one copy to you for your records. The Company shall have the right to accept or reject any subscription, in whole or in part. An acknowledgment of the acceptance of your subscription for the Securities subscribed will be returned to you promptly after acceptance.
- Payment: Payment for the Securities subscribed for shall be made by cashier’s check or the wiring of immediately available funds or other means approved by the Company at or prior to the Closing (as defined in Section 3 of the Subscription Agreement).

Subscription Agreement

THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED OR THE SECURITIES LAWS OF ANY STATE OR ANY OTHER JURISDICTION. THERE ARE FURTHER RESTRICTIONS ON THE TRANSFERABILITY OF THE SECURITIES DESCRIBED HEREIN.

ANY NON-PUBLIC MATERIAL INFORMATION OBTAINED FROM THE COMPANY, IN CONNECTION WITH THE COMPANY, THE SECURITIES, THIS SUBSCRIPTION AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS SUBSCRIPTION AGREEMENT, IS CONFIDENTIAL. BY ACCEPTING SUCH INFORMATION CONTAINED, THE RECIPIENT ACKNOWLEDGES ITS EXPRESS AGREEMENT WITH BIOCORRX INC. TO MAINTAIN IN CONFIDENCE SUCH INFORMATION PURSUANT TO SECTION 8 OF THIS SUBSCRIPTION AGREEMENT. BIOCORRX INC. HAS CAUSED THESE MATERIALS TO BE DELIVERED TO YOU IN RELIANCE UPON YOUR AGREEMENT TO MAINTAIN THE CONFIDENTIALITY OF THIS INFORMATION AND PURSUANT TO REGULATION FD PROMULGATED BY THE SECURITIES AND EXCHANGE COMMISSION.

THE PURCHASE OF THE SECURITIES INVOLVES A HIGH DEGREE OF RISK AND SHOULD BE CONSIDERED ONLY BY PERSONS WHO CAN BEAR THE RISK OF THE LOSS OF THEIR ENTIRE INVESTMENT.

BIOCORRX INC.

BioCorRx Inc.
2390 East Orangewood Avenue
Suite 575
Anaheim, California 92806

Dear _____:

The undersigned understands that BioCorRx Inc., a corporation organized under the laws of Nevada (the “**Company**”), desired to sell shares of its common stock, par value \$0.001 per share (the “**Securities**”), at a purchase price of \$0.02 per share (the “**Purchase Price**”). The undersigned further understands that the Securities will not be registered under the Securities Act of 1933, as amended (the “**Securities Act**”), or any securities law of any state of the United States or of any other jurisdiction, in reliance upon the exemption from securities registration afforded by Section 4(a)(2) of the Securities Act of 1933, as amended (the “**Securities Act**”), Rule 506 of Regulation D of as promulgated by the Securities and Exchange Commission (the “**SEC**”), under the Securities Act, or Regulation S, as promulgated by the SEC under the Securities Act.

1. Subscription. Subject to the terms and conditions hereof, the undersigned hereby irrevocably subscribes for the Securities set forth in Appendix A hereto for the aggregate purchase price set forth in Appendix A, which is payable as described in **Section 4** hereof. The undersigned acknowledges that the Securities will be subject to restrictions on transfer as set forth in this subscription agreement (the “**Subscription Agreement**”).

2. Acceptance of Subscription and Issuance of Securities. It is understood and agreed that the Company shall have the sole right, at its complete discretion, to accept or reject this subscription, in whole or in part, for any reason and that the same shall be deemed to be accepted by the Company only when it is signed by a duly authorized officer of the Company and delivered to the undersigned at the Closing referred to in **Section 3** hereof. Subscriptions need not be accepted in the order received, and the Securities may be allocated among undersigneds. Notwithstanding anything in this Subscription Agreement to the contrary, the Company shall have no obligation to issue any of the Securities to any person who is a resident of a jurisdiction in which the issuance of Securities to such person would constitute a violation of the securities, “blue sky” or other similar laws of such jurisdiction (collectively referred to as the “**State Securities Laws**”).

3. The Closing. The closing of the purchase and sale of the Securities (the “**Closing**”) shall take place at such time and place as the Company may designate by notice to the undersigned.

4. Payment for Securities. Payment for the Securities shall be received by the Company from the undersigned by cashier’s check or the wiring of immediately available funds or other means approved by the Company at or prior to the Closing, in the amount as set forth in Appendix A hereto. The Company shall deliver certificates representing the Securities to the undersigned at the Closing bearing an appropriate legend referring to the fact that the Securities were sold in reliance upon an exemption from registration under the Securities Act.

5. Representations and Warranties of the Company. As of the Closing, the Company represents and warrants that:

(a) The Company is duly formed and validly existing under the laws of Nevada, with full power and authority to conduct its business as it is currently being conducted and to own its assets; and has secured any other authorizations, approvals, permits and orders required by law for the conduct by the Company of its business as it is currently being conducted, and is duly qualified to do business and in good standing in each jurisdiction in which the failure to be so qualified would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect on the Company. “**Material Adverse Effect**” means, with respect to any person (including all natural persons, corporations, business trusts, associations, companies, partnerships, joint ventures and other entities), a material adverse effect on the business, financial condition, operations, results of operations, assets, customer, supplier or employee relations or future prospects of such person.

(b) The Company has all requisite authority and power, authorizations, consents and approvals to enter into and deliver this Subscription Agreement and any other certificate, agreement, document or instrument to be executed and delivered by the Company in connection with the transactions contemplated hereby and thereby and to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Subscription Agreement by the Company and the performance by the Company of its obligations hereunder and thereunder and the consummation by the Company of the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of the Company. This Subscription Agreement has been duly and validly authorized and approved, executed and delivered by the Company.

(c) The Securities have been duly authorized and, when issued, delivered and paid for in the manner set forth in this Subscription Agreement, will be validly issued, fully paid and nonassessable.

6. Representations and Warranties of the undersigned. The undersigned hereby represents and warrants to and covenants with the Company that:

(a) General.

(i) The undersigned has all requisite authority (and in the case of an individual, the capacity) to purchase the Securities, enter into this Subscription Agreement and to perform all the obligations required to be performed by the undersigned hereunder, and such purchase will not contravene any law, rule or regulation binding on the undersigned or any investment guideline or restriction applicable to the undersigned.

(ii) The undersigned is a resident of or a corporation or other entity with its principal business address of the place set forth on the signature page hereto and is not acquiring the Securities as a nominee or agent or otherwise for any other person.

(iii) The undersigned will comply with all applicable laws and regulations in effect in any jurisdiction in which the undersigned purchases or sells Securities and obtain any consent, approval or permission required for such purchases or sales under the laws and regulations of any jurisdiction to which the undersigned is subject or in which the undersigned makes such purchases or sales, and the Company shall have no responsibility therefore.

(iv) Neither the execution or delivery by the undersigned of this Subscription Agreement to which the undersigned is a party, nor the consummation or performance by the undersigned of the transactions contemplated hereby or thereby will, directly or indirectly, (a) contravene, conflict with, or result in a violation of any provision of the organizational documents of the undersigned (if the undersigned is not a natural person); (b) contravene, conflict with, constitute a default (or an event or condition which, with notice or lapse of time or both, would constitute a default) under, or result in the termination or acceleration of, any agreement or instrument to which the undersigned is a party or by which the properties or assets of the undersigned are bound; or (c) contravene, conflict with, result in any breach of, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, impair the rights of the undersigned under, or alter the obligations of any person under, or create in any person the right to terminate, amend, accelerate or cancel, or require any notice, report or other filing (whether with a governmental authority or any other person) pursuant to, or result in the creation of a lien on any of the assets or properties of the undersigned under, any note, bond, mortgage, indenture, contract, lease, license, permit, franchise or other instrument or obligation to which the undersigned is a party or any of the undersigned's assets and properties are bound or affected.

(v) There is no action pending against, or to the knowledge of the undersigned, threatened against or affecting, the undersigned by any governmental authority or other person with respect to the undersigned that challenges, or may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the transactions contemplated by this Subscription Agreement.

(b) No Brokers or Finders. No person has, or as a result of the transactions contemplated herein will have, any right or valid claim against the undersigned for any commission, fee or other compensation as a finder or broker, or in any similar capacity, based upon arrangements made by or on behalf of the undersigned and the undersigned will indemnify and hold the Company and its affiliates harmless against any liability or expense arising out of, or in connection with, any such claim.

(c) Investment Representations. The undersigned severally, and not jointly, hereby represents and warrants, solely with respect to itself and not any other investor, to the Company as follows:

(i) Purchase Entirely for Own Account. The undersigned is acquiring such the Securities proposed to be acquired hereunder for investment for its own account and not with a view to the resale or distribution of any part thereof, and the undersigned has no present intention of selling or otherwise distributing such Securities, except in compliance with applicable securities laws.

(ii) Restricted Securities. The undersigned understands that the Securities are characterized as “restricted securities” under the Securities Act inasmuch as this Subscription Agreement contemplates that, if acquired by the shareholder pursuant hereto, the Securities would be acquired in a transaction not involving a public offering. The issuance of the Securities hereunder is being effected in reliance upon an exemption from registration afforded by Section 4(2) of the Securities Act. The undersigned further acknowledges that if the Securities are issued to the undersigned in accordance with the provisions of this Subscription Agreement, such Securities may not be resold without registration under the Securities Act or the existence of an exemption therefrom. The undersigned represents that he is familiar with Rule 144, as presently in effect, and understands the resale limitations imposed thereby and by the Securities Act

(iii) Acknowledgment of Non-Registration. The undersigned understands and agrees that the Securities to be issued pursuant to this Subscription Agreement have not been registered under the Securities Act or the securities laws of any state of the United States of America (the “U.S.”).

(iv) Status. By its execution of this Subscription Agreement, the undersigned represents and warrants to the Company as indicated on its signature page to this Subscription Agreement, that the undersigned is, and will be at the Closing, an Accredited Investor (as defined below). The undersigned understands that the Securities are being sold to the undersigned in reliance upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings of the undersigned set forth in this Subscription Agreement, in order that the Company may determine the applicability and availability of the exemptions from registration of the Securities on which the Company is relying.

(v) Additional Representations and Warranties. The undersigned, severally and not jointly, further represents and warrants to the Company as follows: (i) such person qualifies as an Accredited Investor or is not a “U.S. Person” (both as defined below); (ii) such person consents to the placement of a legend on any certificate or other document evidencing the Securities substantially in the form set forth in **Section 6(d)**; (iii) such person has sufficient knowledge and experience in finance, securities, investments and other business matters to be able to protect such person’s or entity’s interests in connection with the transactions contemplated by this Subscription Agreement; (iv) such person has consulted, to the extent that it has deemed necessary, with its tax, legal, accounting and financial advisors concerning its investment in the Securities and can afford to bear such risks for an indefinite period of time, including, without limitation, the risk of losing its entire investment in the Securities; (v) such person has had access to the Company’s filings with the SEC (the “**SEC Reports**”); (vi) such person has been furnished during the course of the transactions contemplated by this Subscription Agreement with all other public information regarding the Company that such person has requested and all such public information is sufficient for such person to evaluate the risks of investing in the Securities; (vii) such person has been afforded the opportunity to ask questions of and receive answers concerning the Company and the terms and conditions of the issuance of the Securities; (viii) such person is not relying on any representations and warranties concerning the Company made by the Company or any officer, employee or agent of the Company, other than those contained in this Subscription Agreement or the SEC Reports; (ix) such person will not sell or otherwise transfer the Securities, unless either (A) the transfer of such securities is registered under the Securities Act or (B) an exemption from registration of such securities is available; (x) such person understands and acknowledges that the Company is under no obligation to register the Securities for sale under the Securities Act; (xi) such person understands and acknowledges that the Securities have not been recommended by any federal or state securities commission or regulatory authority, that the foregoing authorities have not confirmed the accuracy or determined the adequacy of any information concerning the Company that has been supplied to such person and that any representation to the contrary is a criminal offense; and (xii) such person acknowledges that the representations, warranties and agreements made by such person herein shall survive the execution and delivery of this Subscription Agreement and the purchase of the Securities. “**Accredited Investor**” has the meaning set forth in Rule 501 under the Securities Act.

(vi) Additional Representations, Warranties and Covenants of Non-United States Persons. The undersigned, if it is not a U.S. Person (as defined below), severally and not jointly, further represents and warrants to the Company as follows: (i) the undersigned understands that the Securities offered hereunder has not been registered under the Securities Act and the undersigned understands that such undersigned is purchasing the Securities without being furnished any offering literature or prospectus. The undersigned is acquiring the Securities for the undersigned's own account, for investment purposes only, and not with a view towards resale or distribution; (ii) at the time the undersigned was offered the Securities, it was not, and at the date hereof, such undersigned is not a "U.S. Person" which is defined below:

(A) Any natural person resident in the United States;

(B) Any partnership or corporation organized or incorporated under the laws of the United States;

(C) Any estate of which any executor or administrator is a U.S. person;

(D) Any trust of which any trustee is a U.S. person;

(E) Any agency or branch of a foreign entity located in the United States;

(F) Any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person;

(G) Any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident of the United States; and

(H) Any partnership or corporation if (i) organized or incorporated under the laws of any foreign jurisdiction and (ii) formed by a U.S. person principally for the purpose of investing in securities not registered under the Securities Act, unless it is organized or incorporated, and owned, by accredited investors (as defined in Rule 501(a) of Regulation D promulgated under the Securities Act) who are not natural persons, estates or trusts.

"United States" or "U.S." means the United States of America, its territories and possessions, any State of the United States, and the District of Columbia; (iii) The undersigned understands that no action has been or will be taken in any jurisdiction by the Company that would permit a public offering of the Securities in any country or jurisdiction where action for that purpose is required; (iv) the undersigned (i) as of the execution date of this Agreement is not located within the United States, and (ii) is not purchasing the Securities for the account or benefit of any U.S. person except in accordance with one or more available exemptions from the registration requirements of the Securities Act or in a transaction not subject thereto; (v) the undersigned will not resell the Securities except in accordance with the provisions of Regulation S (Rule 901 through 905 and Preliminary Notes thereto), pursuant to a registration under the Securities Act, or pursuant to an available exemption from registration; (vi) the undersigned will not engage in hedging transactions with regard to shares of the Company prior to the expiration of the distribution compliance period specified in Category 2 or 3 (paragraph (b)(2) or (b)(3)) in Rule 903 of Regulation S, as applicable, unless in compliance with the Securities Act; and as applicable, shall include statements to the effect that the securities have not been registered under the Securities Act and may not be offered or sold in the United States or to U.S. persons (other than distributors) unless the securities are registered under the Securities Act, or an exemption from the registration requirements of the Securities Act is available; and (vii) no form of "directed selling efforts" (as defined in Rule 902 of Regulation S under the Securities Act), general solicitation or general advertising in violation of the Securities Act has been or will be used nor will any offers by means of any directed selling efforts in the United States be made by the undersigned or any of their representatives in connection with the offer and sale of the Securities.

(vii) Opinion. The undersigned will not transfer any or all of the undersigned's Securities absent an effective registration statement under the Securities Act and applicable state securities law covering the disposition of the undersigned's Securities, without first providing the Company with an opinion of counsel (which counsel and opinion are reasonably satisfactory to the Company) to the effect that such transfer will be exempt from the registration and the prospectus delivery requirements of the Securities Act and the registration or qualification requirements of any applicable U.S. state securities laws

(viii) Consent. The undersigned understands and acknowledges that the Company may refuse to transfer the Securities, unless the undersigned complies with **Section 6(d)** and any other restrictions on transferability set forth herein. The undersigned consents to the Company making a notation on its records or giving instructions to any transfer agent of the Company's common stock in order to implement the restrictions on transfer of the Securities

(d) Stock Legends. The undersigned hereby agrees with the Company as follows: The certificates evidencing the Securities issued to the undersigned who is Accredited Investors, and each certificate issued in transfer thereof, will bear the following or similar legend:

[NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE [CONVERTIBLE] [EXERCISABLE] HAVE BEEN] [THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN] REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL TO THE HOLDER (IF REQUESTED BY THE COMPANY), IN A FORM REASONABLY ACCEPTABLE TO THE COMPANY, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD OR ELIGIBLE TO BE SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES; PROVIDED THAT IN CONNECTION WITH ANY FORECLOSURE OR TRANSFER OF THE SECURITIES, THE TRANSFEROR SHALL COMPLY WITH THE PROVISIONS HEREIN, IN THE SUBSCRIPTION AGREEMENT AND THE REGISTRATION RIGHTS AGREEMENT, AND UPON FORECLOSURE OR TRANSFER OF THE SECURITIES, SUCH FORECLOSING PERSON OR TRANSFEREE SHALL COMPLY WITH ALL PROVISIONS CONTAINED HEREIN, IN THE SUBSCRIPTION AGREEMENT AND THE REGISTRATION RIGHTS AGREEMENT.]

(i) Other Legends. The certificates representing such Securities, and each certificate issued in transfer thereof, will also bear any other legend required under any applicable law, including, without limitation, any state corporate and state securities law, or contract.

(ii) Residency; Foreign Securities Laws. The undersigned acknowledges that the Company makes no representation or warranty that any Securities issued outside of the U.S. have been offered or sold in compliance with the laws of the jurisdiction into which such Securities were issued. The undersigned warrants to the Company that no filing is required by the Company with any governmental authority in the undersigned's jurisdiction in connection with the transactions contemplated hereby. The undersigned has satisfied itself as to the full observance of the laws of its jurisdiction in connection with the acquisition of the Securities or any use of this Subscription Agreement, including (i) the legal requirements within its jurisdiction for the purchase of the Securities, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale or transfer of the Securities. The undersigned's acquisition of and payment for, and its continued ownership of the Securities, will not violate any applicable securities or other laws of his, her or its jurisdiction.

(e) Disclosure. No representation or warranty of the undersigned contained in this Subscription Agreement and no statement or disclosure made by or on behalf of the undersigned to the Company or any of its Subsidiaries pursuant to this Subscription Agreement herein contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein or therein not misleading.

(f) Non-reliance.

(i) The undersigned represents that it is not relying on (and will not at any time rely on) any communication (written or oral) of the Company, as investment advice or as a recommendation to purchase the Securities, it being understood that information and explanations related to the terms and conditions of the Securities and the other transaction documents shall not be considered investment advice or a recommendation to purchase the Securities.

(ii) The undersigned confirms that the Company has not (A) given any guarantee or representation as to the potential success, return, effect or benefit (either legal, regulatory, tax, financial, accounting or otherwise) an of investment in the Securities or (B) made any representation to the undersigned regarding the legality of an investment in the Securities under applicable legal investment or similar laws or regulations. In deciding to purchase the Securities, the undersigned is not relying on the advice or recommendations of the Company and the undersigned has made its own independent decision that the investment in the Securities is suitable and appropriate for the undersigned.

7. Conditions to Obligation of the undersigned and the Company.

(a) Conditions to Obligation of the undersigned. The obligations of the undersigned to enter into and perform their respective obligations under this Subscription Agreement are subject, at the option of the undersigned, to the fulfillment on or prior to the Closing of the following conditions, any one or more of which may be waived by the undersigned in writing:

(i) The representations and warranties of the Company set forth in this Subscription Agreement shall be true and correct in all material respects as of the Closing (except to the extent such representations and warranties are specifically made as of a particular date, in which case such representations and warranties shall be true and correct as of such date);

(ii) No event, change or development shall exist or shall have occurred since the date of this Agreement that has had or is reasonably likely to have a Material Adverse Effect on the Company; and

(iii) The Company shall have duly executed and delivered to the undersigned this Subscription Agreement.

(b) Conditions to Obligation of the Company. The obligations of the Company to enter into and perform its obligations under this Subscription Agreement are subject, at the option of the Company, to the fulfillment on or prior to the Closing of the following conditions, any one or more of which may be waived by the Company:

(i) The representations and warranties of the undersigned set forth in this Subscription Agreement shall be true and correct in all material respects as of the Closing (except to the extent such representations and warranties are specifically made as of a particular date, in which case such representations and warranties shall be true and correct as of such date); and

(ii) The undersigned shall have executed this Subscription Agreement to which it is a party and completed its investor questionnaire substantially in form attached hereto as **Exhibit A** and delivered the same to the Company.

8. Confidentiality. The undersigned shall maintain in confidence, and will cause their respective directors, officers, employees, agents, and advisors to maintain in confidence, any written, oral, or other, non-public material information obtained from the Company in connection with the Company, the Securities, this Subscription Agreement or the transactions contemplated by this Subscription Agreement, unless (a) such information becomes publicly available through no fault of such Party, or (b) the furnishing or use of such information is required by or necessary or appropriate in connection with legal proceedings.

9. Demand Registration Rights. The undersigned has the right to demand that the Company prepare and file with the SEC a Registration Statement on Form S-1 or such other Registration Statement as the Company then qualifies to use, as determined by the Company in its sole discretion, to effect a registration of the Securities covering the resale of the Securities. The Company will utilize reasonable commercial efforts to prepare and file such Registration Statement with the SEC within one hundred twenty (120) days after such demand. The Company may also include in such Registration Statement, in its sole discretion, shares for sale by the Company or the Company may file a separate Registration Statement covering shares to be sold by the Company before, at the same time, or after the Company files a Registration Statement covering resale of the Securities by the undersigned.

10. Waiver, Amendment. Neither this Subscription Agreement nor any provisions hereof shall be modified, changed, discharged or terminated except by an instrument in writing, signed by the party against whom any waiver, change, discharge or termination is sought.

11. Assignability. Neither this Subscription Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by either the Company or the undersigned without the prior written consent of the other party.

12. Waiver of Jury Trial. THE UNDERSIGNED IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF THE TRANSACTIONS CONTEMPLATED BY THIS SUBSCRIPTION AGREEMENT.

13. Submission to Jurisdiction. With respect to any suit, action or proceeding relating to any offers, purchases or sales of the Securities by the undersigned, the undersigned irrevocably submits to the jurisdiction of the federal or state courts located in the City of Los Angeles, California which submission shall be exclusive unless none of such courts has lawful jurisdiction over such proceedings.

14. Governing Law. This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Section and Other Headings. The section and other headings contained in this Subscription Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Subscription Agreement.

16. Counterparts. This Subscription Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement.

17. Notices. All notices (including change of addresses) and other communications provided for herein shall be in writing and shall be deemed to have been duly given if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid to the following addresses (or such other address as either party shall have specified by notice in writing to the other):

If to the Company: BioCorRx Inc.
2390 East Orangewood Avenue
Suite 575
Anaheim, California 92806

Attn: Lourdes Felix, CFO/COO
Telephone No.: (714) 462-4880

If to the Purchaser: _____
Attention: _____

with a copy to: _____
Attention: _____

18. Binding Effect. The provisions of this Subscription Agreement shall be binding upon and accrue to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

19. Survival. All representations, warranties and covenants contained in this Subscription Agreement shall survive (i) the acceptance of the subscription by the Company and (ii) the death or disability of the undersigned.

20. Notification of Changes. The undersigned hereby covenants and agrees to notify the Company upon the occurrence of any event prior to the closing of the purchase of the Securities pursuant to this Subscription Agreement which would cause any representation, warranty, or covenant of the undersigned contained in this Subscription Agreement to be false or incorrect.

21. Severability. If any term or provision of this Subscription Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Subscription Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement this _____ day of February, 2017.

PURCHASER (if an individual):

By: _____
Name: _____

PURCHASER (if an entity):

Legal Name of Entity

By: _____
Name: _____
Title: _____

Place of Domicile or Formation: _____

Aggregate Subscription Amount: \$ _____

The offer to purchase Securities as set forth above is confirmed and accepted by the Company as to _____ shares of its common stock.

BIOCORRX INC.

By: _____
Name: Lourdes Felix
Title: CFO/COO

APPENDIX A

CONSIDERATION TO BE DELIVERED

<u>Securities to Be Acquired</u>	<u>Purchase Price</u>	<u>Aggregate Purchase Price to be Paid</u>
_____ shares of the Company's common stock	\$0.02 per share	\$ _____

EXHIBIT A
INVESTOR QUESTIONNAIRE

See the attached.