
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): **March 16, 2017**

BioCorRx Inc.

(Exact Name of Registrant as Specified in Charter)

<u>Nevada</u>	<u>000-54208</u>	<u>90-0967447</u>
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification Number)

2390 East Oranewood Avenue, Suite 575
Anaheim, California 9280
(Address of Principal Executive Offices) (Zip Code)

(714) 462-4880
(Registrant's telephone number, including area code)

N/A
(Former name or former address, if changed since last report)

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:

- 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 Definitive Material Agreement.

On March 16, 2017, BioCorRx Inc. (the “Company”) entered into a Settlement Agreement with Lucas Hoppel (the “Hoppel Settlement Agreement”). As previously disclosed in a Current Report on Form 8-K filed on October 27, 2016 (the “October 2016 8-K”), Mr. Hoppel had lent \$100,000 to the Company in exchange for a \$110,000 8% Convertible Promissory Note (the “Hoppel Note”) and 400,000 shares of the Company’s common stock. Through March 16, the Company had not paid any principal or interest owed pursuant to the Hoppel Note and Mr. Hoppel had not submitted conversion notices to the Company. Pursuant to the Hoppel Settlement Agreement, the Company will issue 6,831,000 shares of restricted common stock to Mr. Hoppel and the Hoppel Note will be considered paid in full.

On March 20, 2017, the Company entered into a Settlement Agreement with Vista Capital Investments, LLC (the “Vista Settlement Agreement”). As previously disclosed in the October 2016 8-K, Vista Capital Investments, LLC (“Vista”) had lent \$100,000 to the Company in exchange for a \$110,000 8% Convertible Promissory Note (the “Vista Note”) and 400,000 shares of the Company’s common stock. Through March 20, the Company had not paid any principal or interest owed pursuant to the Vista Note and Vista had not submitted conversion notices to the Company. Pursuant to the Vista Settlement Agreement, the Company will issue 6,831,000 shares of restricted common stock to Vista and the Vista Note will be considered paid in full.

Item 1.02 Termination of a Definitive Material Agreement.

The description in Item 1.01 is incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

The description in Item 1.01 of the shares to be issued by the Company to each of Mr. Hoppel and Vista is incorporated herein. The issuance of the shares set forth herein was made in reliance on the exemption provided by Section 4(a)(2) of the Securities Act of 1933, as amended (the “Securities Act”) for the offer and sale of securities not involving a public offering. The Company’s reliance upon Section 4(a)(2) of the Securities Act in issuing the securities was based upon the following factors: (a) the issuance of the securities was an isolated private transaction by us which did not involve a public offering; (b) there were only two recipients; (c) there were no subsequent or contemporaneous public offerings of the securities by the Company; (d) the securities were not broken down into smaller denominations; (e) the negotiations for the issuance of the securities took place directly between the individual lenders and the Company; and (f) the recipients of the securities are accredited investors.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
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10.1	Settlement Agreement with Lucas Hoppel, dated March 16, 2017
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10.2	Settlement Agreement with Vista Capital Investments, LLC dated March 20, 2017
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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 22, 2017

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

SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE (this “Agreement”), dated March 16, 2017 (the “Effective Date”), is executed by and between BioCorRx, Inc., a Nevada corporation (the “Company”) and Lucas Hoppel. The Company and Mr. Hoppel are each respectively referred to herein as a “Party” and collectively as “the Parties.”

WHEREAS, the Parties entered into that certain Securities Purchase Agreement dated as of October 20, 2016 pursuant to which the Company issued Mr. Hoppel a convertible promissory note in the principal amount of \$110,000 in exchange for Mr. Hoppel lending the Company \$100,000 (the “Note”);

WHEREAS, the amount outstanding pursuant to the Note, as of March 7, 2017, is at least \$136,000;

WHEREAS, in lieu of the Company paying back the amount owed pursuant to the Note, the Company has agreed to issue and Mr. Hoppel has agreed to accept, shares of the Company’s common stock as full repayment of the Note; and

WHEREAS, the Parties desire to fully and finally settle all claims between them with respect to the Note.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, it is stipulated and agreed, by and among the undersigned, that any claims arising from any amounts owed by the Company to Mr. Hoppel pursuant to the Note (including due to any events of default under the Note) (the “Settled Claims”) are fully and finally settled upon the following terms and conditions:

Section 1. Settlement. In exchange for Mr. Hoppel’s settlement and release of the Settled Claims, the Company shall issue 6,831,000 shares of the Company’s common stock (the “Settlement Shares”) to Mr. Hoppel on or before March 21, 2017. Upon issuance of the Settlement Shares, the Note shall be considered fully repaid and Mr. Hoppel shall return the Note to the Company.

Section 2. Default. In the event that the Company defaults in issuing the Settlement Shares to Mr. Hoppel on or before March 21, 2017, this Agreement shall be deemed null and void at the sole option of Mr. Hoppel. Notwithstanding anything in this Agreement to the contrary, in the event that an exemption under Rule 144 is unavailable to Mr. Hoppel with respect to the Settlement Shares on April 20, 2017, then this Agreement shall be deemed null and void at the sole option of Mr. Hoppel.

Section 3. Release by Mr. Hoppel. Upon issuance of the Settlement Shares, and subject to the other conditions in this Agreement, Mr. Hoppel, on his own behalf, and on behalf of his respective past, present or future employees, agents, attorneys, administrators, heirs, executors, trustees, beneficiaries, representatives, successors, assigns, and related business entities (collectively, the “Hoppel Releasing Parties”), hereby absolutely, unconditionally and irrevocably RELEASE and FOREVER DISCHARGE the Company, its subsidiaries, and each of its respective past, present or future parent entities, divisions, affiliates, subsidiaries, related business entities, shareholders, members, partners, limited partners, directors, managing directors, managers, officers, control persons, employees, agents, attorneys, administrators, representatives, successors and assigns (collectively, the “Company Released Parties”) from any and all claims, actions, causes of action, suits, debts, liabilities, obligations, sums of money, accounts, covenants, contracts, controversies, agreements, promises, damages, judgments, executions, claims and demands, whether known or unknown, suspected or unsuspected, absolute or contingent, direct or indirect or nominally or beneficially possessed or claimed by any of the Hoppel Releasing Parties, whether the same be at law, in equity or mixed, which such Hoppel Releasing Party ever had, now has, or hereafter can, shall or may have against any or all of the Company Released Parties, in respect of or arising from the Settled Claims, (collectively the “Hoppel Released Claims”); provided, however, that nothing contained in this Agreement shall be construed to prohibit Mr. Hoppel from bringing appropriate proceedings to enforce the obligations of the Company set forth in this Agreement and/or to fulfill its obligations hereunder, none of which are released hereby until Mr. Hoppel’s receipt of the Settlement Shares (subject to the conditions in Section 2).

Section 5. Release by the Company. Upon the execution of this Agreement, the Company, on its own behalf, and on behalf of its respective past, present or future parent entities, divisions, affiliates, subsidiaries, related business entities, shareholders, members, partners, limited partners, present and former directors, managing directors, managers, officers, control persons, shareholders, employees, agents, attorneys, administrators, heirs, executors, trustees, beneficiaries, representatives, successors and assigns (collectively, the “Company Releasing Parties”), hereby absolutely, unconditionally and irrevocably RELEASE and FOREVER DISCHARGE each of Mr. Hoppel and each of his respective past, present or future employees, agents, attorneys, administrators, heirs, executors, trustees, beneficiaries, representatives, successors, assigns, and related business entities (collectively, the “Hoppel Released Parties”) from any and all claims, actions, causes of action, suits, debts, liabilities, obligations, sums of money, accounts, covenants, contracts, controversies, agreements, promises, damages, judgments, executions, claims and demands, whether known or unknown, suspected or unsuspected, absolute or contingent, direct or indirect or nominally or beneficially possessed or claimed by any of the Company Releasing Parties, whether the same be at law, in equity or mixed, which such Company Releasing Party ever had, now has, or hereafter can, shall or may have against any or all of the Hoppel Released Parties, in respect of or arising from the Settled Claims, (collectively, the “Company Released Claims”); provided, however, that nothing contained in this Agreement shall be construed to prohibit the Company from bringing appropriate proceedings to enforce the obligations of Mr. Hoppel hereunder, none of which are released hereby until the Company’s receipt of the Note.

Section 6. Power, Authority and Capacity. Each Party represents and warrants to the other Party that it has the power, authority and capacity to enter into this Agreement.

Section 7. Preparation of Agreement. Each Party represents to the other that its counsel has negotiated and participated in the drafting of, and are legally authorized to negotiate and draft, this Agreement. Each Party to this Agreement acknowledges that this Agreement was drafted jointly by the Parties hereto and each Party has contributed substantially and materially to the preparation of this Agreement. The Agreement shall be construed as having been made and entered into as the result of arms-length negotiations, entered into freely and without coercion or duress, between parties of equal bargaining power. The language in this Agreement and any documents executed in connection therewith shall be interpreted as to its fair meaning and not strictly for or against any Party.

Section 8. No Assignment of Released Claims. Each Releasing Party represents and warrants to the Released Parties that there has been no assignment or other transfer of any interest in any Released Claim.

Section 9. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

Section 10. Amendment; Governing Law. This Agreement may not be amended, modified or supplemented except in a writing signed by the Parties. This Agreement shall be governed by and construed under the laws of the State of Nevada without regard to principles of conflicts of law.

Section 11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 12. Waiver. No delay in exercising any right hereunder shall be deemed a waiver thereof, and no waiver shall be deemed to have any application to any future default or exercise of rights hereunder.

Section 13. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by all Parties hereto. No Party has relied on any representations not contained within or referred to in this Agreement and the documents delivered herewith.

Section 14. Captions. The captions of the various sections and paragraphs of this Agreement have been inserted only for the purposes of convenience; such captions are not a part of this Agreement and shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first above written.

BIOCORRX, INC.

By: _____

Name: Lourdes Felix

Title: Chief Financial Officer

LUCAS HOPPEL

SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE (this “Agreement”), dated March 20, 2017 (the “Effective Date”), is executed by and between BioCorRx, Inc., a Nevada corporation (the “Company”) and Vista Capital Investments, LLC (“Vista”). The Company and Vista are each respectively referred to herein as a “Party” and collectively as “the Parties.”

WHEREAS, the Parties entered into that certain Securities Purchase Agreement dated as of October 20, 2016 pursuant to which the Company issued Vista a convertible promissory note in the principal amount of \$110,000 in exchange for Vista lending the Company \$100,000 (the “Note”);

WHEREAS, the amount outstanding pursuant to the Note, as of March 7, 2017, is at least \$136,000;

WHEREAS, in lieu of the Company paying back the amount owed pursuant to the Note, the Company has agreed to issue and Vista has agreed to accept, shares of the Company’s common stock as full repayment of the Note; and

WHEREAS, the Parties desire to fully and finally settle all claims between them with respect to the Note.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, it is stipulated and agreed, by and among the undersigned, that any claims arising from any amounts owed by the Company to Vista pursuant to the Note (including due to any events of default under the Note) (the “Settled Claims”) are fully and finally settled upon the following terms and conditions:

Section 1. Settlement. In exchange for Vista’s settlement and release of the Settled Claims, the Company shall issue 6,831,000 shares of the Company’s common stock (the “Settlement Shares”) to Vista on or before March 27, 2017. Upon issuance of the Settlement Shares, the Note shall be considered fully repaid and Vista shall return the Note to the Company.

Section 2. Default. In the event that the Company defaults in issuing the Settlement Shares to Vista on or before March 27, 2017, this Agreement shall be deemed null and void at the sole option of Vista. Notwithstanding anything in this Agreement to the contrary, in the event that an exemption under Rule 144 is unavailable to Vista with respect to the Settlement Shares on April 20, 2017, then this Agreement shall be deemed null and void at the sole option of Vista.

Section 3. Release by Vista. Upon issuance of the Settlement Shares, and subject to the other conditions in this Agreement, Vista, on its own behalf, and on behalf of its respective past, present or future parent entities, divisions, affiliates, subsidiaries, related business entities, shareholders, members, partners, limited partners, present and former directors, managing directors, managers, officers, control persons, shareholders, employees, agents, attorneys, administrators, heirs, executors, trustees, beneficiaries, representatives, successors and assigns (collectively, the “Vista Releasing Parties”), hereby absolutely, unconditionally and irrevocably RELEASE and FOREVER DISCHARGE the Company, its subsidiaries, and each of its respective past, present or future parent entities, divisions, affiliates, subsidiaries, related business entities, shareholders, members, partners, limited partners, directors, managing directors, managers, officers, control persons, employees, agents, attorneys, administrators, representatives, successors and assigns (collectively, the “Company Released Parties”) from any and all claims, actions, causes of action, suits, debts, liabilities, obligations, sums of money, accounts, covenants, contracts, controversies, agreements, promises, damages, judgments, executions, claims and demands, whether known or unknown, suspected or unsuspected, absolute or contingent, direct or indirect or nominally or beneficially possessed or claimed by any of the Vista Releasing Parties, whether the same be at law, in equity or mixed, which such Vista Releasing Party ever had, now has, or hereafter can, shall or may have against any or all of the Company Released Parties, in respect of or arising from the Settled Claims, (collectively the “Vista Released Claims”); provided, however, that nothing contained in this Agreement shall be construed to prohibit Vista from bringing appropriate proceedings to enforce the obligations of the Company set forth in this Agreement and/or to fulfill its obligations hereunder, none of which are released hereby until Vista’s receipt of the Settlement Shares (subject to the conditions in Section 2).

Section 5. Release by the Company. Upon the execution of this Agreement, the Company, on its own behalf, and on behalf of its respective past, present or future parent entities, divisions, affiliates, subsidiaries, related business entities, shareholders, members, partners, limited partners, present and former directors, managing directors, managers, officers, control persons, shareholders, employees, agents, attorneys, administrators, heirs, executors, trustees, beneficiaries, representatives, successors and assigns (collectively, the “Company Releasing Parties”), hereby absolutely, unconditionally and irrevocably RELEASE and FOREVER DISCHARGE each of Vista, its respective affiliates and each of its respective past, present or future entities, divisions, affiliates, subsidiaries, related business entities, shareholders, members, partners, limited partners, directors, managing directors, managers, officers, control persons, employees, independent contractors, agents, attorneys, administrators, representatives, successors and assigns (collectively, the “Vista Released Parties”) from any and all claims, actions, causes of action, suits, debts, liabilities, obligations, sums of money, accounts, covenants, contracts, controversies, agreements, promises, damages, judgments, executions, claims and demands, whether known or unknown, suspected or unsuspected, absolute or contingent, direct or indirect or nominally or beneficially possessed or claimed by any of the Company Releasing Parties, whether the same be at law, in equity or mixed, which such Company Releasing Party ever had, now has, or hereafter can, shall or may have against any or all of the Vista Released Parties, in respect of or arising from the Settled Claims, (collectively, the “Company Released Claims”); provided, however, that nothing contained in this Agreement shall be construed to prohibit the Company from bringing appropriate proceedings to enforce the obligations of Vista hereunder, none of which are released hereby until the Company’s receipt of the Note.

Section 6. Power, Authority and Capacity. Each Party represents and warrants to the other Party that it has the power, authority and capacity to enter into this Agreement.

Section 7. Preparation of Agreement. Each Party represents to the other that its counsel has negotiated and participated in the drafting of, and are legally authorized to negotiate and draft, this Agreement. Each Party to this Agreement acknowledges that this Agreement was drafted jointly by the Parties hereto and each Party has contributed substantially and materially to the preparation of this Agreement. The Agreement shall be construed as having been made and entered into as the result of arms-length negotiations, entered into freely and without coercion or duress, between parties of equal bargaining power. The language in this Agreement and any documents executed in connection therewith shall be interpreted as to its fair meaning and not strictly for or against any Party.

Section 8. No Assignment of Released Claims. Each Releasing Party represents and warrants to the Released Parties that there has been no assignment or other transfer of any interest in any Released Claim.

Section 9. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part of degree will remain in full force and effect to the extent not held invalid or unenforceable.

Section 10. Amendment; Governing Law. This Agreement may not be amended, modified or supplemented except in a writing signed by the Parties. This Agreement shall be governed by and construed under the laws of the State of Nevada without regard to principles of conflicts of law.

Section 11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 12. Waiver. No delay in exercising any right hereunder shall be deemed a waiver thereof, and no waiver shall be deemed to have any application to any future default or exercise of rights hereunder.

Section 13. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by all Parties hereto. No Party has relied on any representations not contained within or referred to in this Agreement and the documents delivered herewith.

Section 14. Captions. The captions of the various sections and paragraphs of this Agreement have been inserted only for the purposes of convenience; such captions are not a part of this Agreement and shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first above written.

BIOCORRX, INC.

By: _____
Name: Lourdes Felix
Title: Chief Financial Officer

VISTA CAPITAL INVESTMENTS, LLC
