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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): **January 26, 2018**

**BioCorRx Inc.**

(Exact name of registrant as specified in its charter)

**000-54209**

(Commission File Number)

**Nevada**

(State or other jurisdiction of Incorporation)

**90-0967447**

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

**2390 East Orangewood 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.**

On January 26, 2018, BioCorRx Inc., a Nevada corporation (the “Company”), issued and sold two promissory notes, each in the principal amount of \$125,000 or \$250,000 in the aggregate (the “Notes”), to two investors, (the “Investors”) The Notes bear interest at a rate of eight percent (8%) per annum. The Notes are due and payable on or before July 26, 2018 and may be prepaid at any time without penalty.

In the event the Company fails to make any payment due or to perform any terms of the Notes, the Investors have the right to (i) to declare the full, unpaid balance of the Notes, plus interest and other charges; accruing thereon, immediately due and payable; (ii) to specifically enforce the terms of the Notes by suit in equity; (iii) to bring an action for the unpaid and overdue payments without waiving the right to pursue the principal balance, interest, and additions thereto which are due pursuant to the terms of the Notes; and (iv) to pursue any and all other rights and remedies provided in law or equity.

As additional consideration for the Notes, the Company will issue an aggregate of 100,000 shares of the Company’s common stock (the “Inducement Shares”) to the Investors within fifteen (15) days of receipt of funds from the Investors.

The Notes are short-term debt obligations that are material to the Company.

The foregoing description of the Notes does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Form of Promissory Note, a copy of which is attached hereto as Exhibit 10.1 and 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 applicable information provided in Item 1.01 of this Report is incorporated herein by reference.

**Item 3.02 Unregistered Sale of Equity Securities.**

The applicable information set forth in Item 1.01 of this Report is incorporated by reference in this Item 3.02.

The Inducement Shares have not been registered under the Securities Act of 1933, as amended (the “Securities Act”) and are “restricted securities” as that term is defined by Rule 144 promulgated under the Securities Act.

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 for the offer and sale of securities not involving any public offering.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

[Exhibit 10.1\\*](#) [Form of Promissory Note](#)

\*Filed herewith

**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: February 1, 2018

By: /s/ Lourdes Felix

Lourdes Felix  
Chief Financial Officer

PROMISSORY NOTE

DATE: January 26, 2018

CITY: Anaheim

STATE: California

PRINCIPAL AMOUNT: 125,000

**LENDER:** Lender Name  
Address  
City, State Zip

**BORROWER:** BioCorRx, Inc.  
2390 E. Orangewood Avenue, Suite 575  
Anaheim, CA 92806

**FOR VALUE RECEIVED**, Borrower promises to pay to the order of Lender the sum of One Hundred Thousand Twenty-Five Dollars (\$125,000), together with interest and other charges provided herein pursuant to the terms of this Note.

1. **INTEREST:** Interest on the balance due shall accrue from the date of this Note at the rate of eight percent (8%) per annum.

2. **BALLOON PAYMENT:** The Principal Amount of this Promissory Note together with (accrued and unpaid interest) is due and payable on or before July 26, 2018 (the "Maturity Date").

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

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

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

- a. To declare the full, unpaid balance of this Note, plus interest and other charges accruing thereon, immediately due and payable;
- b. To specifically enforce the terms of this agreement by suit in equity;
- c. To bring an action for the unpaid and overdue payments without waiving the right to pursue the principal balance, interest, and additions thereto which are due pursuant to the terms of this Note; and
- d. To pursue any and all other rights and remedies provided in law or equity.

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

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

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

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

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

11. **ADDITIONAL CONSIDERATION FOR LOAN:** As Additional consideration to Lender for the loan to Borrower, Borrower shall issue to Lender Fifty Thousand (50,000) shares of common stock of Borrower. The issuance of shares of common stock by Borrower to Lender shall occur within fifteen (15) days of receiving funds from Lender.

**BORROWER:**

BioCorRx, Inc.  
a Nevada corporation

By: /s/ Lourdes Felix  
Name: Lourdes Felix  
Its: Chief Financial and Operating Officer