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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): **June 13, 2018**

**BioCorRx Inc.**

(Exact name of registrant as specified in its charter)

<u>Nevada</u> (State or other jurisdiction of incorporation)	<u>000-54208</u> (Commission File Number)	<u>90-0967447</u> (IRS Employee Identification No.)
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**2390 East Oranewood Avenue, Suite 575**  
**Anaheim, California 92806**  
(Address of principal executive offices) (Zip Code)

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

**Not applicable**

(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 (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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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## **Item 1.01 Entry into a Material Definitive Agreement.**

### Bonus Plan

On June 13, 2018, the Board of Directors (the "Board") of BioCorRx, Inc. approved the Executive Management Bonus Plan effective June 13, 2018 (the "Bonus Plan"). The Company's three executives (currently Messrs. Granier and Welch and Ms. Felix) are eligible (the "Eligible Executives") to receive a portion of the Executive Bonus Pool (as defined in the Bonus Plan) which will be set at a minimum of 10% EBITDA, if any. The Chief Executive Officer has the authority to recommend other people be eligible to participate in the Bonus Plan subject to the Board's sole authority to approve such participation.

Prior to each quarterly meeting, the Chief Executive Officer will submit a report, which shall be based on the bonus calculation performed by the Chief Financial Officer as described in the Bonus Plan, to the members of the Board for each Eligible Executive's performance objectives, measureable goals, accomplishments against each goal and score for each goal. The Board will review the proposal and make the final decision regarding the amount of the bonus, if any, for each Eligible Executive.

The foregoing description of the Bonus Plan is qualified in its entirety by reference to the Plan, a copy of which is included as Exhibit 10.1 hereto and is incorporated herein by reference.

### Executive Service Agreements

On June 13, 2018 the Company entered into an Executive Service Agreement with the Company's Chief Executive Officer, Mr. Brady Granier (the "Granier Executive Agreement"). Mr. Granier's annual salary remains \$175,000, includes a \$500.00 per month car allowance and reimbursements for health and medical insurance. Mr. Granier was also granted a ten-year stock option to purchase an aggregate of 7,500,000 shares of the Company's common stock at an exercise price of \$0.14 per share and shall be granted to Mr. Granier (the "Granier Option") in accordance with the terms and conditions of the Company's 2018 Equity Incentive Plan (the "2018 Plan") and the applicable stock option award agreement. Mr. Granier is also eligible to participate in the Company's Bonus Plan. The Granier Executive Agreement is at-will and may be terminated with or without cause. Mr. Granier is also eligible to receive certain severance benefits in accordance with the Granier Executive Agreement including, but not limited to, severance payments for a period of twelve months following termination and any accrued, but unpaid salary.

On June 13, 2018 the Company entered into an Executive Service Agreement with the Chief Financial Officer and Chief Operating Officer of the Company, Ms. Lourdes Felix (the "Felix Executive Agreement"). Ms. Felix's annual salary is now \$175,000, includes a \$500.00 per month car allowance and reimbursements for health and medical insurance. Ms. Felix was also granted a ten-year stock option to purchase an aggregate of 7,500,000 shares of the Company's common stock at an exercise price of \$0.14 per share and shall be granted to Ms. Felix (the "Felix Option", together with the "Granier Option" and "Welch Option", the "Executive Options") in accordance with the terms and conditions of the Company's 2018 Equity Incentive Plan (the "2018 Plan") and the applicable stock option award agreement. Ms. Felix is also eligible to participate in the Company's Bonus Plan. The Felix Executive Agreement is at-will and may be terminated with or without cause. Ms. Felix is also eligible to receive certain severance benefits in accordance with the Felix Executive Agreement including, but not limited to, severance payments for a period of twelve months following termination and any accrued, but unpaid salary.

On June 13, 2018 the Company entered into an Executive Service Agreement with the Company's Vice President of Operations, Mr. Tom Welch (the "Welch Executive Agreement"). Mr. Welch's annual salary is now \$150,000, includes a \$500.00 per month car allowance and reimbursements for health and medical insurance. Mr. Welch was also granted a ten-year stock option to purchase an aggregate of 7,500,000 shares of the Company's common stock at an exercise price of \$0.14 per share and shall be granted to Mr. Welch (the "Welch Option") in accordance with the terms and conditions of the Company's 2018 Equity Incentive Plan (the "2018 Plan") and the applicable stock option award agreement. Mr. Welch is also eligible to participate in the Company's Bonus Plan. The Welch Executive Agreement is at-will and may be terminated with or without cause. Mr. Welch is also eligible to receive certain severance benefits in accordance with the Welch Executive Agreement including, but not limited to, severance payments for a period of twelve months following termination and any accrued, but unpaid salary.

The foregoing descriptions of the Granier Executive Agreement, Felix Executive Agreement and Welch Executive Agreement are qualified in their entirety by reference to the Granier Executive Agreement, Felix Executive Agreement and Welch Executive Agreement, copies of which are included hereto as Exhibit 10.2, 10.3, and 10.4, respectively and are incorporated herein by reference.

### Board of Directors Services Agreements

On June 13, 2018 the Company entered into Directors Services Agreements (the “Director Agreements”) with Mr. Brady Granier, Mr. Kent Emry and Ms. Lourdes Felix (each a “Director”, collectively, the “Directors”) whereby the Directors are to continue to serve as members of the Board of the Company. Pursuant to the Director Agreements, the Company shall grant an aggregate of 3,000,000 stock options (the "Stock Options") to each Director under its 2018 Stock Option Plan (the "Stock Option Plan"). The Stock Options shall expire in ten (10) years from the date of grant and the exercise price shall be U.S. \$0.14 per share of common stock. The 3,000,000 Stock Options shall be granted to the Directors in accordance with the terms and conditions of the Company’s 2018 Stock Option Plan and the respective stock option award agreement with each Director.

The foregoing descriptions of the Director Agreements are qualified in their entirety by reference to the Emry Director Compensation Agreement, the Granier Director Compensation Agreement and the Felix Director Compensation Agreement, copies of which are included hereto as Exhibit 10.5, 10.6, and 10.7, respectively and are incorporated herein by reference.

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

The applicable information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated by reference in this Item 3.02.

The Executive Options and Stock Options issued pursuant to the Granier Executive Agreement, Welch Executive Agreement and Felix Executive Agreement and Director Agreements 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. The Company’s reliance upon Section 4(a)(2) of the Securities Act in issuing the shares was based upon the following factors: (a) the issuance of the shares was an isolated private transaction by us which did not involve a public offering; (b) there were no subsequent or contemporaneous public offerings of the shares by the Company; (c) the shares were not broken down into smaller denominations.

### **Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

The applicable information set forth in Item 1.01 and Item 3.02 of this Current Report on Form 8-K is incorporated by reference in this Item 5.02.

### **Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

<a href="#"><u>Exhibit 10.1</u></a>	<a href="#"><u>Executive Management Bonus Plan effective June 13, 2018</u></a>
<a href="#"><u>Exhibit 10.2</u></a>	<a href="#"><u>Executive Service Agreement by and between the Company and Brady Granier, dated June 13, 2018</u></a>
<a href="#"><u>Exhibit 10.3</u></a>	<a href="#"><u>Executive Service Agreement by and between the Company and Lourdes Felix, dated June 13, 2018</u></a>
<a href="#"><u>Exhibit 10.4</u></a>	<a href="#"><u>Executive Service Agreement by and between the Company and Tom Welch, dated June 13, 2018</u></a>
<a href="#"><u>Exhibit 10.5</u></a>	<a href="#"><u>Director Compensation Agreement by and between the Company and Kent Emry, dated June 13, 2018</u></a>
<a href="#"><u>Exhibit 10.6</u></a>	<a href="#"><u>Director Compensation Agreement by and between the Company and Brady Granier dated June 13, 2018</u></a>
<a href="#"><u>Exhibit 10.7</u></a>	<a href="#"><u>Director Compensation Agreement by and between the Company and Lourdes Felix, dated June 13, 2018</u></a>

**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: June 14, 2018

By: /s/ Lourdes Felix

Lourdes Felix  
Chief Financial Officer

## EXHIBIT A

## EXECUTIVE MANAGEMENT BONUS PLAN

EFFECTIVE June 13, 2018

## BIOCORRX INC.

- Purpose** BioCorRx Inc.'s (the "Company") executive compensation strategy is to pay a combination of base salary and bonuses that are competitive to market rates in the aggregate, and to reward executives for corporate financial performance and the achievement of individual goals important to implementing the corporate operating and strategic plans of the Company.
- Eligibility** The three persons eligible to receive a bonus under this Executive Management Bonus Plan (the "Plan") are the President/CEO, CFO/COO and VP of Operations of the Company designated by the Board of Directors of the Company (the "Board") as eligible to participate in the Plan concurrent with their employment or service agreement .
- Notwithstanding the foregoing, the Chief Executive Officer has the authority to recommend eligible persons for approval by the Board. The Board has the sole authority to approve eligible persons for participation in the Plan. The term "Eligible Executive" as used herein shall refer to any person designated as such by the Board and any eligible person recommended by the Chief Executive Officer and approved by the Board.
- An Eligible Executive shall cease to be eligible to earn a bonus under this Plan upon the occurrence of the following: (1) the termination of the Eligible Executive's service agreement, (2) the Board determines that such Eligible Executive is no longer eligible to participate in the Plan, (3) the Eligible Executive transfers to a position that is not covered by this Plan or is compensated other than as provided in the Plan, or (4) termination of the Plan by the Board. Notwithstanding the foregoing, if the Eligible Executive has entered into an Employment Agreement with the Company, then the terms of such Employment Agreement shall be read in conjunction with this Plan.
- Bonus Criteria** Criteria for this bonus plan are comprised of financial performance (operational income), annual performance objectives and long term performance objectives (2-5 year period).
- Bonus Plan Outline** Company performance achievement will be assessed by the Board within 10-14 days of the date that Chief Executive Officer submits the report for an Eligible Executive's performance objectives, measureable goals and accomplishments as set forth under "Payment of Bonus" below. The Eligible Executives may earn the following:
- Executive Bonus Pool** The Eligible Executives serving in the three positions listed under "Eligibility" above shall have a bonus opportunity consisting of the Executive Bonus Pool. The Executive Bonus Pool will be established based on earnings before interest, taxes, depreciation and amortization (EBIDTA). The amount of Executive Bonus Pool shall be currently set at a minimum of 10% of EBIDTA. In the event that the Board determines that any other persons shall become Eligible Executives, the Board shall establish a separate bonus pool for bonus payments to such persons.
- In addition to the Executive Bonus Pool, the Eligible Executives shall also be eligible for:
- Performance Objectives**  
Each Eligible Executive will have a discretionary bonus opportunity based on quantifiable and measureable objectives to be determined by the disinterested members of the Board; plus

**Long Term Performance Objectives**

Each Eligible Executive will have a discretionary bonus opportunity based on quantifiable and measurable long-term objectives to be determined by the disinterested members of the Board.

The Company’s Chief Financial Officer shall perform the bonus calculations under this Plan and shall provide the Chief Executive Officer with a written statement documenting the bonus calculations.

The Board of Directors shall have the authority to interpret the plan and resolve disputes. All decisions made by the Board pursuant to the provisions of the Plan shall be final and binding on the Company and the Eligible Executives.

**Payment of Bonus**

Prior to each quarterly meeting, the Chief Executive Officer will submit a report, which shall be based on the bonus calculation performed by the Chief Financial Officer as described above, to the members of the Board for each Eligible Executive’s performance objectives, measurable goals, accomplishments against each goal and score for each goal. The Board will review the proposal and make the final decision regarding the amount of the bonus, if any, for each Eligible Executive. To the extent that a Board member is also an Eligible Executive, any decision made with respect such Board member’s bonus shall be made by the disinterested members of the Board.

The bonus payments approved by the Board shall be paid to each Eligible Executive in one cash payment within 30 days after the date the Board approves the bonus and bonus amount; provided that the Eligible Executive is employed by the Company on the date of payment.

Notwithstanding the foregoing, in the event that an Eligible Executive is terminated by the Company without Cause or by the Eligible Executive for Good Reason (as such terms are defined in the Eligible Executive’s employment agreement), the Eligible Executives will be eligible for a prorated bonus payment for the year in which the date of termination occurs, based on attainment of the applicable performance goals for that year, pursuant to the terms and conditions set forth herein (the “Prorated Bonus”). The Prorated Bonus, if earned, will be an amount in cash equal to the Eligible Executive’s bonus target for the year in which the date of termination occurs, multiplied by a fraction, the numerator of which is the number of days that Eligible Executive was employed by the Company during the year of termination and the denominator of which is three hundred and sixty five (365). Payment of the Prorated Bonus will be made in a lump sum at the same time that other Executives of the Company are paid their bonuses for the calendar year hereunder. The foregoing provision shall be read in conjunction with the provisions of an Eligible Executive’s employment agreement and shall not serve to provide an Eligible Executive with duplication of the Prorated Bonus.

**Non-Assignability**

The Eligible Executives may not assign or transfer any right to payment under this Plan, and his right to payment may not be attached by creditors.

**No Continued Employment**

Nothing contained in this Plan shall be construed as guaranteeing continued employment to the Eligible Executives.

**Unfunded Plan**

The Plan shall be unfunded. Neither the Company nor the Board shall be required to establish any special or separate fund or to segregate any assets to assure the performance of its obligations under the Plan.

As adopted by the Board of Directors of BioCorRx Inc. on June 13, 2018.

EXECUTIVE SERVICE AGREEMENT

THIS EXECUTIVE SERVICE AGREEMENT dated as of June 13, 2018 (the "Agreement") is by and between BioCorRx Inc., a Nevada corporation (the "Company"), and Souface LLC [Brady Granier] (the "Executive").

**WHEREAS**, the Company is an addiction rehabilitation service company and developer of the BioCorRx Recovery Program;

**WHEREAS**, since October 16, 2013, Executive has been retained by the Company [pursuant to that certain Executive Services Agreement entered into by and between the Executive and the Company<sup>1</sup>, dated October 16, 2013 (the "Prior Services Agreement")], and the Company desires to continue to retain the services of Executive and provide Executive with certain compensation and benefits in return for Executive's services, and Executive agrees to be retained by the Company and to receive the compensation and benefits on the terms and conditions set forth herein; and

**WHEREAS**, the Company and Executive desire to enter into this Agreement to become effective and replace and supersede the Prior Services Agreement, subject to Executive's signature below, upon the date of the agreement (the "Effective Date"), in order to memorialize the terms and conditions of Executive's service agreement by the Company upon and following the Effective Date.

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein:

**I. SERVICES; RESPONSIBILITIES; COMPENSATION*****A. Position; Responsibility; Loyalty.***

1. Subject to the terms of this Agreement, Executive is retained in the position of President and Chief Executive Officer of the Company, and shall perform the functions and responsibilities of that position. Executive hereby agrees to be subject to the direction and supervision of, and to have such authority as is delegated to the Executive by, the Board of Directors of the Company (the "Board"), consistent with such position. Additional or different duties may be assigned by the Company from time to time. Executive's position, job descriptions, duties and responsibilities may be modified from time to time in the sole discretion of the Company. Executive acknowledges and agrees that, by virtue of such office, Executive may also be required to serve as member of the Board.

2. Executive shall devote his full-time attention and energies to the performance of Executive's work responsibilities. During Executive's term with the Company, it shall not be a violation of this Agreement for Executive to (i) serve on corporate board or committees; (ii) serve on civic or charitable boards or committees; (ii) deliver lectures or fulfill speaking engagements; and (iii) manage personal investments, in each case, so long as such activities do not materially interfere with the performance of Executive's responsibilities as an Executive of the Company in accordance with this Agreement. Notwithstanding the foregoing, in the case of the foregoing (i), board or committee membership relating to Executive's role with the Company or the business of the Company shall be approved by the Board, which approval shall not be unreasonably withheld and, in the case of the foregoing (ii) and (iii) Executive shall provide notice of such activities to the Board, except for activities which do not relate to Executive's role with the Company or the business of the Company. Executive further agrees to comply with all policies of the Company in effect from time to time, and to comply with all laws, rules and regulations, including those applicable to the Company.

3. The parties desire this Agreement will not be an employment agreement but, rather, the executive will provide the general services hereunder as an independent contractor.

**B. Compensation.** As consideration for the services and covenants described in this Agreement, the Company agrees to compensate Executive in the following manner:

1. The Company shall pay Executive base salary at the annual rate of \$175,000 payable bi-monthly (the "Base Salary"), as may be adjusted from time to time by action of the Board. The Company shall also provide Executive with an expense allowance in such amounts as may from time to time be agreed to by Executive and the Board, including an amount to cover Executive's monthly cell phone bill. In addition to the foregoing, the Company shall provide Executive with a car allowance in the amount of \$500.00 per month, payable on the first regularly scheduled pay date of each month.

2. Notwithstanding any prior issuances of common stock of the Company, the Company shall grant an aggregate of 7,500,000 stock options (the "Stock Options") to the Executive under its 2018 Stock Option Plan (the "Stock Option Plan"). The Stock Options shall expire in ten (10) years from the date of grant and the exercise price shall be U.S. \$0.14 per common share. The 7,500,000 Stock Options shall be granted to Executive in accordance with the terms and conditions of the Company's 2018 Stock Option Plan and the respective stock option award agreement with the Executive.

3. Executive shall also be eligible to participate in the Executive Management Bonus Plan adopted by the Board, effective June 15, 2016 (the "Bonus Plan"), pursuant to the terms and conditions of the Bonus Plan (which is attached hereto as Exhibit A).

4. Executive shall be reimbursed for health and medical insurance, dental and vision insurance.

5. The Executive shall be entitled to a yearly vacation as may be determined by the board.

6. The Company shall reimburse Executive for all business expenses that are reasonable and necessary and incurred by Executive while performing his duties under this Agreement, upon presentation of expense statements, receipts and/or vouchers or such other information and documentation as the Company may reasonably require. Executive will be subject to the same business expense policy applicable to other Company employees generally, if any.

## **II. TERMINATION**

### ***A. Termination of the agreement.***

1. The parties acknowledge that Executive's relationship with the Company is at-will, meaning either the Company or Executive may terminate Executive's agreement at any time, with or without cause or advance notice. The provisions in the below subsection B govern the amount of compensation, if any, that Executive may be eligible for upon a qualifying termination of this agreement and do not alter this at-will status.

2. Executive's agreement with the Company shall be terminated (i) immediately upon the death of Executive, (ii) upon Executive's Permanent Disability, (iii) by the Company for Cause, (iv) by Executive for Good Reason, or (v) by the Company without Cause or by Executive without Good Reason. For purposes of this Article II, "date of termination" means the date of Executive's death, the date of Executive's Permanent Disability, or the date of Executive's "separation from service," as defined in Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations promulgated thereunder (the "Code Section 409A").

3. For purposes hereof:

a) "Permanent Disability" shall mean either (A) Executive's inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, or (B) by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, Executive's receiving income replacement benefits for a period of not less than three months under an accident and health plan covering the Company's employees. Executive will be deemed permanently disabled if determined to be totally disabled by the Social Security Administration or if determined to be disabled in accordance with a disability insurance program that applies a definition of disability that complies with the requirements of this paragraph.

b) "Good Reason" shall mean the occurrence of one or more of the following conditions without Executive's consent: (A) a material breach by the Company of any material provision of this Agreement; (B) the relocation of Executive's principal place of business, without Executive's consent, in a manner that lengthens Executive's one-way commute distance by fifty (50) or more miles from Executive's then-current principal place of business immediately prior to such relocation (which, for avoidance of doubt, does not include required travel on Company business to an extent substantially consistent with Executive's obligations under this Agreement); (C) in any year of service, a material reduction in Executive's Base Salary in effect at the relevant time of at least five percent (5%) or (D) termination of the Company's active bonus plan, as described in Paragraph I.B.5. above or the exclusion of the Executive from eligibility for, or a material reduction in, Executive's award levels under such plan. Notwithstanding anything herein to the contrary, Good Reason will exist only if Executive provides notice to the Company of the existence of the condition otherwise constituting Good Reason within 30 days of the initial existence of the condition, the Company fails to reasonably remedy the condition on or before the 30th day following its receipt of such notice, and Executive resigns within 30 days following the end of such cure period.

c) "Cause" for termination shall mean that the Company has determined in its sole discretion that Executive has engaged in any of the following: Gross negligence, gross misrepresentation, fraud, conviction of a crime constituting a felony under applicable law, immoral or disreputable conduct, or any violation of company policy or misconduct that adversely affects the business of the Company

4. If Executive's agreement is terminated under any of the foregoing circumstances, all future compensation to which Executive is otherwise entitled and all future benefits for which Executive is eligible, other than that already earned but which is unpaid, shall cease and terminate as of the date of termination, except as specifically provided in this Paragraph II. Any other payments or benefits by or on behalf of Company are limited to those which may be payable pursuant to the terms of Company's Executive benefit plans or required by any applicable federal, state or local law.

## **B. Severance Eligibility.**

### 1. Termination by Company Without Cause or by Executive For Good Reason.

a) If Executive's agreement is terminated by the Company without Cause (and not due to death or Permanent Disability) or by Executive for Good Reason Executive complies with his continuing obligations to the Company, and provided that Executive satisfies the Release Requirement in Paragraph II(B)(4) below, Executive shall be eligible to receive the following (collectively, the "Severance Benefits"):

(1) The Company will pay Executive, on the Company's first payment date after Executive's date of termination of agreement, (i) Executive's accrued but unpaid salary through the date of termination, (ii) any unreimbursed business expenses incurred by Executive payable in accordance with the Company's standard expense reimbursement policies, and (iii) benefits owed to Executive under any qualified retirement plan or health and welfare benefit plan in which Executive was a participant in accordance with applicable law and the provisions of such plan (collectively, the "Accrued Obligations").

(2) Severance pay in the form of continuation of Executive's final Base Salary for a period of twelve (12) months following termination (the "Severance Payments"). Subject to Paragraph II(B)(5) below, the Severance Payments shall be made on the Company's regular payment schedule in effect following Executive's termination date; provided, however that any such payments that are otherwise scheduled to be made prior to the Release Effective Date (as defined below) shall instead accrue and be made on the first regular payroll date following the Release Effective Date. For such purposes, Executive's final Base Salary will be calculated prior to giving effect to any reduction in Base Salary that would give rise to Executive's right to resign for Good Reason.

(3) Notwithstanding the terms of any equity plan or award agreement to the contrary, the time-based vesting conditions applicable to Executive's stock options and/or other equity awards subject to time-based vesting requirements that are outstanding and not vested as of Executive's termination date shall accelerate and deemed to be satisfied as of the date of Executive's termination. For the avoidance of doubt, the accelerated vesting provided under this section shall not apply to any liquidity event or performance-based vesting conditions applicable to any of Executive's outstanding stock options or other equity awards as of the date of termination. In all other respects, such time-based stock options and/or other equity awards shall continue to be governed by the terms of the applicable equity plan and award agreements.

(4) Executive will be eligible for a prorated bonus payment for the year in which the date of termination occurs, based on attainment of the applicable performance goals for that year, pursuant to the terms and conditions of the Bonus Plan (the "Prorated Bonus"). The Prorated Bonus, if earned, will be an amount in cash equal to the Executive's bonus target for the year in which the date of termination occurs, multiplied by a fraction, the numerator of which is the number of days that Executive was employed by the Company during the year of termination and the denominator of which is three hundred and sixty five (365). Payment of the Prorated Bonus will be made in a lump sum at the same time that other employees of the Company are paid their bonuses for the calendar year under the Bonus Plan or, if later, the Release Effective Date.

(5) If Executive timely elects continued coverage under the Consolidated Omnibus Budget Reconciliation Act (“COBRA”), the Company will reimburse Executive for the monthly COBRA cost of continued health coverage paid by Executive under the applicable health plan of the Company pursuant to Section 4980B of the Code until the earliest of (i) twelve (12) months following the termination date; (ii) the date when Executive becomes eligible for substantially equivalent health insurance coverage in connection with new employment or self-employment; or (iii) the date Executive ceases to be eligible for COBRA continuation coverage for any reason (the “COBRA Premium Period”). In the event Executive becomes covered under another group health plan or otherwise ceases to be eligible for COBRA during the COBRA Premium Period, Executive must immediately notify the Company of such event. Notwithstanding the foregoing, if the Company determines, in its sole discretion, that it cannot reimburse the COBRA premiums without potentially incurring financial costs or penalties under applicable law (including, without limitation, Section 2716 of the Public Health Service Act), regardless of whether Executive elects or is eligible for COBRA coverage, the Company instead shall pay to Executive, on the first day of each calendar month following the termination date, a fully taxable cash payment equal to the applicable COBRA premiums for that month. Executive may, but is not obligated to, use such Special Cash Payments toward the cost of COBRA premiums.

2. Termination Due to Death or Permanent Disability. If Executive’s agreement is terminated because of death or Permanent Disability, Executive shall not be entitled to the Severance Pay provided for in this Agreement (or any other severance benefits), except that the Company shall pay Executive (or his estate or other representative, as applicable) the Accrued Obligations.

3. Termination by Executive without Good Reason or by the Company for Cause. If Executive terminates his agreement without Good Reason or is terminated by the Company for Cause, Executive shall not be entitled to the Severance Pay provided for in this Agreement (or any other severance benefits), except that the Company shall pay Executive the Accrued Obligations.

4. Release Requirement. To be eligible for any of the Severance Benefits, Executive must satisfy the following release requirement (the “Release Requirement”): return to the Company a signed and dated general release of all known and unknown claims in a termination agreement acceptable to the Company (the “Release”) within the applicable deadline set forth therein, but in no event later than forty-five (45) days following Executive’s termination date, and permit the Release to become effective and irrevocable in accordance with its terms (such effective date of the Release, the “Release Effective Date”). No Severance Benefits will be provided hereunder prior to the Release Effective Date. Accordingly, if Executive breaches the preceding sentence and/or refuses to sign and deliver to the Company an executed Release or signs and delivers to the Company the Release but exercises Executive’s right, if any, under applicable law to revoke the Release (or any portion thereof), then Executive will not be entitled to any severance, payment or benefit under this Agreement.

5. Cooperation with Company after Termination of Agreement. Following termination of Executive’s agreement for any reason, Executive agrees to cooperate fully with the Company in connection with its actual or contemplated defense, prosecution, or investigation of any claims or demands by or against third parties, or other matters arising from events, acts, or failures to act that occurred during the period of Executive’s agreement with the Company. Such cooperation includes, without limitation, making Executive available to the Company upon reasonable notice, without subpoena, to provide complete, truthful and accurate information in witness interviews, depositions and trial testimony. In addition, for six months after Executive’s agreement with the Company ends for any reason, the Company will reimburse Executive for reasonable out-of-pocket expenses Executive incurs in connection with any such cooperation (excluding forgone wages, salary, or other compensation) and will make reasonable efforts to accommodate Executive’s scheduling needs.

### III. MISCELLANEOUS

#### A. Notice.

1. All notices to be given with respect to this Agreement, unless otherwise provided for, shall be given to the Company and the Executive at the respective addresses, fax numbers and email addresses shown below or otherwise communicated by the Parties to each other for such notice and service matters during the currency of this Agreement.

2. All notices, requests, demands or other communications made by a Party will be deemed to have been duly delivered: (i) on the date of personal delivery utilizing a process server, courier or other means of physical delivery to the intended recipient ("Personal Service"); or (ii) on the date of facsimile transmission (the "Fax") on proof of receipt of the Fax; or (iii) on the date of electronic mail (the "email") with verifiable proof of receipt of such email; or (iv) on the seventh (7<sup>th</sup>) day after mailing by registered mail with postage prepaid ("Registered Mail"), to the Party's address, Fax number, email address set out in this Agreement or such other addresses Fax numbers or email address as the Parties or their Representatives may have from time to time during the currency of this Agreement or thereafter and communicated to the other Parties for the purposes of this Agreement.

To: BioCorRx Inc.  
2390 E. Orangewood Ave. #575  
Anaheim, CA 92806

To: Brady Granier

**B. Entire Agreement and Severance.** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof. This Agreement is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein, and it supersedes and replaces any other agreements or promises made to Executive by anyone concerning Executive's agreement terms, compensation or benefits, whether oral or written (including but not limited to the Prior Services Agreement). In the event that any provision of this Agreement will be held to be invalid, illegal or unenforceable in any circumstances, the remaining provisions will nevertheless remain in full force and effect and will be construed as if the unenforceable portion or portions were deleted.

**C. Assignments.** This Agreement shall be binding upon and inure to the benefit of the heirs and legal representatives of Executive and the permitted assigns and successors of the Company, but neither this Agreement nor any rights or obligations hereunder shall be assignable or otherwise subject to hypothecation by Executive (except by will or by operation of the laws of intestate succession) or by the Company, except that the Company may assign this Agreement to any successor (whether by merger, purchase or otherwise), if such successor expressly agrees to assume the obligations of the Company hereunder.

**D. Amendment.** This Agreement may be amended only by writing signed by Executive and by a duly authorized representative of the Company (other than Executive), with the exception of those changes expressly reserved to the Company's discretion in this Agreement.

**E. Beneficiaries; References.** Executive shall be entitled to select (and change, to the extent permitted under any applicable law) a beneficiary or beneficiaries to receive any compensation or benefit payable hereunder following Executive's death, and may change such election, in either case by giving the Company written notice thereof. In the event of Executive's death or a judicial determination of his incompetence, reference in this Agreement to Executive shall be deemed, where appropriate, to refer to his beneficiary, estate or other legal representative. Any reference to the masculine gender in this Agreement shall include, where appropriate, the feminine.

**F. Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICTS OF LAW THEREOF.

**G. Jurisdiction.** Unless otherwise mutually agreed to in writing by the Parties, any action, proceeding or arbitration in regard to a dispute or direction relating to the subject matter of this Agreement will be solely within the jurisdiction of the appropriate court, tribunal or arbitrator of competent jurisdiction within the State of California.

**H. Dispute Resolution.** To ensure the rapid and economical resolution of disputes that may arise in connection with Executive's agreement with the Company, Executive and the Company agree that any and all disputes, claims, or causes of action, in law or equity, including but not limited to statutory claims, arising from or relating to the enforcement, breach, performance, or interpretation of this Agreement, Executive's agreement with the Company, or the termination of Executive's agreement from the Company, will be resolved pursuant to the Federal Arbitration Act, 9 U.S.C. §1-16, and to the fullest extent permitted by law, by final, binding and confidential arbitration conducted in Orange County, California by JAMS, Inc. ("JAMS") or its successors, under JAMS' then applicable rules and procedures for agreement disputes (which can be found at <http://www.jamsadr.com/rules-clauses/>, and which will be provided to Executive on request); provided that the arbitrator shall: (a) have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be permitted by law; and (b) issue a written arbitration decision including the arbitrator's essential findings and conclusions and a statement of the award. Executive and the Company shall be entitled to all rights and remedies that either would be entitled to pursue in a court of law. Both Executive and the Company acknowledge that by agreeing to this arbitration procedure, they waive the right to resolve any such dispute through a trial by jury or judge or administrative proceeding. The Company shall pay all filing fees in excess of those which would be required if the dispute were decided in a court of law, and shall pay the arbitrator's fee. Nothing in this Agreement is intended to prevent either the Company or Executive from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration

**I. Currency.** Unless otherwise expressly provided for herein or agreed upon in writing by the Parties, all references to money or money consideration are deemed to be in United States Currency (“US\$”).

**J. Non-Waiver.** The failure by either party to insist upon the performance of any one or more terms, covenants or conditions of this Agreement shall not be construed as a waiver or relinquishment of any right granted hereunder or of any future performance of any such term, covenant or condition, and the obligation of either party with respect hereto shall continue in full force and effect, unless such waiver shall be in writing signed by the Company (other than Executive) and Executive.

**K. Counterparts and Execution Electronically.** Where the Parties hereto or their authorized signatories have signed, sealed and duly executed this Agreement effective the date above shown whether as a whole document in original form or in several counterparts; each such counterpart shall be considered as an original and in combination comprises the formal execution hereof. The Parties acknowledge and consent to the execution of this Agreement and all related documents and notices pursuant hereto by electronically scanned signatures or facsimile transmission, either of which will constitute good and sufficient execution, service and notice for all intents and purposes hereunder and will be deemed to be as effective as if an originally “signed-in-hand” physical document was used instead.

*[Signature page to follow]*

IN WITNESS WHEREOF this Agreement is hereby signed, sealed and duly executed by the Parties on the Effective Date first above written.

BioCorRx Inc.

Date: June 13, 2018

By: \_\_\_\_\_  
Lourdes Felix  
Title: CFO/COO

Date: June 13, 2018

By: \_\_\_\_\_  
Brady Granier  
Executive

EXECUTIVE SERVICE AGREEMENT

THIS EXECUTIVE SERVICE AGREEMENT dated as of June 13, 2018 (the "Agreement") is by and between BioCorRx Inc., a Nevada corporation (the "Company"), and Felix Financial Enterprise LLC [Lourdes Felix] (the "Executive").

**WHEREAS**, the Company is an addiction rehabilitation service company and developer of the BioCorRx Recovery Program;

**WHEREAS**, since February 28, 2013, Executive has been retained by the Company pursuant to that certain Executive Services Agreement entered into by and between the Executive and the Company, dated February 28, 2013 (the "Prior Services Agreement"), and the Company desires to continue to retain the services of Executive and provide Executive with certain compensation and benefits in return for Executive's services, and Executive agrees to be retained by the Company and to receive the compensation and benefits on the terms and conditions set forth herein; and

**WHEREAS**, the Company and Executive desire to enter into this Agreement to become effective and replace and supersede the Prior Services Agreement, subject to Executive's signature below, upon the date of the agreement, in order to memorialize the terms and conditions of Executive's service agreement by the Company upon and following the Effective Date.

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein:

**I. SERVICES; RESPONSIBILITIES; COMPENSATION*****A. Position; Responsibility; Loyalty.***

1. Subject to the terms of this Agreement, Executive is retained in the position of Chief Financial Officer and Chief Operating Officer of the Company, and shall perform the functions and responsibilities of that position. Executive hereby agrees to be subject to the direction and supervision of, and to have such authority as is delegated to the Executive by, the Board of Directors of the Company (the "Board"), consistent with such position. Additional or different duties may be assigned by the Company from time to time. Executive's position, job descriptions, duties and responsibilities may be modified from time to time in the sole discretion of the Company. Executive acknowledges and agrees that, by virtue of such office, Executive may also be required to serve as member of the Board.

2. Executive shall devote her full-time attention and energies to the performance of Executive's work responsibilities. During Executive's term with the Company, it shall not be a violation of this Agreement for Executive to (i) serve on corporate board or committees; (ii) serve on civic or charitable boards or committees; (ii) deliver lectures or fulfill speaking engagements; and (iii) manage personal investments, in each case, so long as such activities do not materially interfere with the performance of Executive's responsibilities as an Executive of the Company in accordance with this Agreement. Notwithstanding the foregoing, in the case of the foregoing (i), board or committee membership relating to Executive's role with the Company or the business of the Company shall be approved by the Board, which approval shall not be unreasonably withheld and, in the case of the foregoing (ii) and (iii) Executive shall provide notice of such activities to the Board, except for activities which do not relate to Executive's role with the Company or the business of the Company. Executive further agrees to comply with all policies of the Company in effect from time to time, and to comply with all laws, rules and regulations, including those applicable to the Company.

3. The parties desire this Agreement will not be an employment agreement but, rather, the executive will provide the general services hereunder as an independent contractor.

**B. Compensation.** As consideration for the services and covenants described in this Agreement, the Company agrees to compensate Executive in the following manner:

1. The Company shall pay Executive base salary at the annual rate of \$175,000 payable bi-monthly (the "Base Salary"), as may be adjusted from time to time by action of the Board. The Company shall also provide Executive with an expense allowance in such amounts as may from time to time be agreed to by Executive and the Board, including an amount to cover Executive's monthly cell phone bill. In addition to the foregoing, the Company shall provide Executive with a car allowance in the amount of \$500.00 per month, payable on the first regularly scheduled pay date of each month.

2. Notwithstanding any prior issuances of common stock of the Company, the Company shall grant an aggregate of 7,500,000 stock options (the "Stock Options") to the Executive under its 2018 Stock Option Plan (the "Stock Option Plan"). The Stock Options shall expire in ten (10) years from the date of grant and the exercise price shall be U.S. \$0.14 per common share. The 7,500,000 Stock Options shall be granted to Executive in accordance with the terms and conditions of the Company's 2018 Stock Option Plan and the respective stock option award agreement with the Executive.

3. Executive shall also be eligible to participate in the Executive Management Bonus Plan adopted by the Board, effective June 15, 2016 (the "Bonus Plan"), pursuant to the terms and conditions of the Bonus Plan (which is attached hereto as Exhibit A).

4. Executive shall be reimbursed for health and medical insurance, dental and vision insurance.

5. The Executive shall be entitled to a yearly vacation as may be determined by the board.

6. The Company shall reimburse Executive for all business expenses that are reasonable and necessary and incurred by Executive while performing his duties under this Agreement, upon presentation of expense statements, receipts and/or vouchers or such other information and documentation as the Company may reasonably require. Executive will be subject to the same business expense policy applicable to other Company employees generally, if any.

## **II. TERMINATION**

### ***A. Termination of the agreement.***

1. The parties acknowledge that Executive's relationship with the Company is at-will, meaning either the Company or Executive may terminate Executive's agreement at any time, with or without cause or advance notice. The provisions in the below subsection B govern the amount of compensation, if any, that Executive may be eligible for upon a qualifying termination of this agreement and do not alter this at-will status.

2. Executive's agreement with the Company shall be terminated (i) immediately upon the death of Executive, (ii) upon Executive's Permanent Disability, (iii) by the Company for Cause, (iv) by Executive for Good Reason, or (v) by the Company without Cause or by Executive without Good Reason. For purposes of this Article II, "date of termination" means the date of Executive's death, the date of Executive's Permanent Disability, or the date of Executive's "separation from service," as defined in Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations promulgated thereunder (the "Code Section 409A").

3. For purposes hereof:

a) "Permanent Disability" shall mean either (A) Executive's inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, or (B) by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, Executive's receiving income replacement benefits for a period of not less than three months under an accident and health plan covering the Company's employees. Executive will be deemed permanently disabled if determined to be totally disabled by the Social Security Administration or if determined to be disabled in accordance with a disability insurance program that applies a definition of disability that complies with the requirements of this paragraph.

b) "Good Reason" shall mean the occurrence of one or more of the following conditions without Executive's consent: (A) a material breach by the Company of any material provision of this Agreement; (B) the relocation of Executive's principal place of business, without Executive's consent, in a manner that lengthens Executive's one-way commute distance by fifty (50) or more miles from Executive's then-current principal place of business immediately prior to such relocation (which, for avoidance of doubt, does not include required travel on Company business to an extent substantially consistent with Executive's obligations under this Agreement); (C) in any year of service, a material reduction in Executive's Base Salary in effect at the relevant time of at least five percent (5%), or (D) termination of the Company's active bonus plan, as described in Paragraph I.B.5. above or the exclusion of the Executive from eligibility for, or a material reduction in, Executive's award levels under such plan. Notwithstanding anything herein to the contrary, Good Reason will exist only if Executive provides notice to the Company of the existence of the condition otherwise constituting Good Reason within 30 days of the initial existence of the condition, the Company fails to reasonably remedy the condition on or before the 30th day following its receipt of such notice, and Executive resigns within 30 days following the end of such cure period.

c) "Cause" for termination shall mean that the Company has determined in its sole discretion that Executive has engaged in any of the following: Gross negligence, gross misrepresentation, fraud, conviction of a crime constituting a felony under applicable law, immoral or disreputable conduct, or any violation of company policy or misconduct that adversely affects the business of the Company.

4. If Executive's agreement is terminated under any of the foregoing circumstances, all future compensation to which Executive is otherwise entitled and all future benefits for which Executive is eligible, other than that already earned but which is unpaid, shall cease and terminate as of the date of termination, except as specifically provided in this Paragraph II. Any other payments or benefits by or on behalf of Company are limited to those which may be payable pursuant to the terms of Company's Executive benefit plans or required by any applicable federal, state or local law.

**B. Severance Eligibility.**

1. Termination by Company Without Cause or by Executive For Good Reason.

a) If Executive's agreement is terminated by the Company without Cause (and not due to death or Permanent Disability) or by Executive for Good Reason Executive complies with his continuing obligations to the Company, and provided that Executive satisfies the Release Requirement in Paragraph II(B)(4) below, Executive shall be eligible to receive the following (collectively, the "Severance Benefits"):

(1) The Company will pay Executive, on the Company's first payment date after Executive's date of termination of agreement, (i) Executive's accrued but unpaid salary through the date of termination, (ii) any unreimbursed business expenses incurred by Executive payable in accordance with the Company's standard expense reimbursement policies, and (iii) benefits owed to Executive under any qualified retirement plan or health and welfare benefit plan in which Executive was a participant in accordance with applicable law and the provisions of such plan (collectively, the "Accrued Obligations").

(2) Severance pay in the form of continuation of Executive's final Base Salary for a period of twelve (12) months following termination (the "Severance Payments"). Subject to Paragraph II(B)(5) below, the Severance Payments shall be made on the Company's regular payment schedule in effect following Executive's termination date; provided, however that any such payments that are otherwise scheduled to be made prior to the Release Effective Date (as defined below) shall instead accrue and be made on the first regular payroll date following the Release Effective Date. For such purposes, Executive's final Base Salary will be calculated prior to giving effect to any reduction in Base Salary that would give rise to Executive's right to resign for Good Reason.

(3) Notwithstanding the terms of any equity plan or award agreement to the contrary, the time-based vesting conditions applicable to Executive's stock options and/or other equity awards subject to time-based vesting requirements that are outstanding and not vested as of Executive's termination date shall accelerate and deemed to be satisfied as of the date of Executive's termination. For the avoidance of doubt, the accelerated vesting provided under this section shall not apply to any liquidity event or performance-based vesting conditions applicable to any of Executive's outstanding stock options or other equity awards as of the date of termination. In all other respects, such time-based stock options and/or other equity awards shall continue to be governed by the terms of the applicable equity plan and award agreements.

(4) Executive will be eligible for a prorated bonus payment for the year in which the date of termination occurs, based on attainment of the applicable performance goals for that year, pursuant to the terms and conditions of the Bonus Plan (the "Prorated Bonus"). The Prorated Bonus, if earned, will be an amount in cash equal to the Executive's bonus target for the year in which the date of termination occurs, multiplied by a fraction, the numerator of which is the number of days that Executive was employed by the Company during the year of termination and the denominator of which is three hundred and sixty five (365). Payment of the Prorated Bonus will be made in a lump sum at the same time that other employees of the Company are paid their bonuses for the calendar year under the Bonus Plan or, if later, the Release Effective Date.

(5) If Executive timely elects continued coverage under the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), the Company will reimburse Executive for the monthly COBRA cost of continued health coverage paid by Executive under the applicable health plan of the Company pursuant to Section 4980B of the Code until the earliest of (i) twelve (12) months following the termination date; (ii) the date when Executive becomes eligible for substantially equivalent health insurance coverage in connection with new employment or self-employment; or (iii) the date Executive ceases to be eligible for COBRA continuation coverage for any reason (the "COBRA Premium Period"). In the event Executive becomes covered under another group health plan or otherwise ceases to be eligible for COBRA during the COBRA Premium Period, Executive must immediately notify the Company of such event. Notwithstanding the foregoing, if the Company determines, in its sole discretion, that it cannot reimburse the COBRA premiums without potentially incurring financial costs or penalties under applicable law (including, without limitation, Section 2716 of the Public Health Service Act), regardless of whether Executive elects or is eligible for COBRA coverage, the Company instead shall pay to Executive, on the first day of each calendar month following the termination date, a fully taxable cash payment equal to the applicable COBRA premiums for that month. Executive may, but is not obligated to, use such Special Cash Payments toward the cost of COBRA premiums.

2. Termination Due to Death or Permanent Disability. If Executive's agreement is terminated because of death or Permanent Disability, Executive shall not be entitled to the Severance Pay provided for in this Agreement (or any other severance benefits), except that the Company shall pay Executive (or his estate or other representative, as applicable) the Accrued Obligations.

3. Termination by Executive without Good Reason or by the Company for Cause. If Executive terminates his agreement without Good Reason or is terminated by the Company for Cause, Executive shall not be entitled to the Severance Pay provided for in this Agreement (or any other severance benefits), except that the Company shall pay Executive the Accrued Obligations.

4. Release Requirement. To be eligible for any of the Severance Benefits, Executive must satisfy the following release requirement (the "Release Requirement"): return to the Company a signed and dated general release of all known and unknown claims in a termination agreement acceptable to the Company (the "Release") within the applicable deadline set forth therein, but in no event later than forty-five (45) days following Executive's termination date, and permit the Release to become effective and irrevocable in accordance with its terms (such effective date of the Release, the "Release Effective Date"). No Severance Benefits will be provided hereunder prior to the Release Effective Date. Accordingly, if Executive breaches the preceding sentence and/or refuses to sign and deliver to the Company an executed Release or signs and delivers to the Company the Release but exercises Executive's right, if any, under applicable law to revoke the Release (or any portion thereof), then Executive will not be entitled to any severance, payment or benefit under this Agreement.

5. Cooperation with Company after Termination of Agreement. Following termination of Executive's agreement for any reason, Executive agrees to cooperate fully with the Company in connection with its actual or contemplated defense, prosecution, or investigation of any claims or demands by or against third parties, or other matters arising from events, acts, or failures to act that occurred during the period of Executive's agreement with the Company. Such cooperation includes, without limitation, making Executive available to the Company upon reasonable notice, without subpoena, to provide complete, truthful and accurate information in witness interviews, depositions and trial testimony. In addition, for six months after Executive's agreement with the Company ends for any reason, the Company will reimburse Executive for reasonable out-of-pocket expenses Executive incurs in connection with any such cooperation (excluding forgone wages, salary, or other compensation) and will make reasonable efforts to accommodate Executive's scheduling needs.

### **III. MISCELLANEOUS**

#### ***A. Notice.***

1. All notices to be given with respect to this Agreement, unless otherwise provided for, shall be given to the Company and the Executive at the respective addresses, fax numbers and email addresses shown below or otherwise communicated by the Parties to each other for such notice and service matters during the currency of this Agreement.

2. All notices, requests, demands or other communications made by a Party will be deemed to have been duly delivered: (i) on the date of personal delivery utilizing a process server, courier or other means of physical delivery to the intended recipient ("Personal Service"); or (ii) on the date of facsimile transmission (the "Fax") on proof of receipt of the Fax; or (iii) on the date of electronic mail (the "email") with verifiable proof of receipt of such email; or (iv) on the seventh (7<sup>th</sup>) day after mailing by registered mail with postage prepaid ("Registered Mail"), to the Party's address, Fax number, email address set out in this Agreement or such other addresses Fax numbers or email address as the Parties or their Representatives may have from time to time during the currency of this Agreement or thereafter and communicated to the other Parties for the purposes of this Agreement.

To: BioCorRx Inc.  
2390 E. Orangewood Ave. #575  
Anaheim, CA 92806

To: Lourdes Felix

**B. Entire Agreement and Severance.** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof. This Agreement is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein, and it supersedes and replaces any other agreements or promises made to Executive by anyone concerning Executive's agreement terms, compensation or benefits, whether oral or written (including but not limited the Prior Services Agreement). In the event that any provision of this Agreement will be held to be invalid, illegal or unenforceable in any circumstances, the remaining provisions will nevertheless remain in full force and effect and will be construed as if the unenforceable portion or portions were deleted.

**C. Assignments.** This Agreement shall be binding upon and inure to the benefit of the heirs and legal representatives of Executive and the permitted assigns and successors of the Company, but neither this Agreement nor any rights or obligations hereunder shall be assignable or otherwise subject to hypothecation by Executive (except by will or by operation of the laws of intestate succession) or by the Company, except that the Company may assign this Agreement to any successor (whether by merger, purchase or otherwise), if such successor expressly agrees to assume the obligations of the Company hereunder.

**D. Amendment.** This Agreement may be amended only by writing signed by Executive and by a duly authorized representative of the Company (other than Executive), with the exception of those changes expressly reserved to the Company's discretion in this Agreement.

**E. Beneficiaries; References.** Executive shall be entitled to select (and change, to the extent permitted under any applicable law) a beneficiary or beneficiaries to receive any compensation or benefit payable hereunder following Executive's death, and may change such election, in either case by giving the Company written notice thereof. In the event of Executive's death or a judicial determination of his incompetence, reference in this Agreement to Executive shall be deemed, where appropriate, to refer to his beneficiary, estate or other legal representative. Any reference to the masculine gender in this Agreement shall include, where appropriate, the feminine.

**F. Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICTS OF LAW THEREOF.

**G. Jurisdiction.** Unless otherwise mutually agreed to in writing by the Parties, any action, proceeding or arbitration in regard to a dispute or direction relating to the subject matter of this Agreement will be solely within the jurisdiction of the appropriate court, tribunal or arbitrator of competent jurisdiction within the State of California.

**H. Dispute Resolution.** To ensure the rapid and economical resolution of disputes that may arise in connection with Executive's agreement with the Company, Executive and the Company agree that any and all disputes, claims, or causes of action, in law or equity, including but not limited to statutory claims, arising from or relating to the enforcement, breach, performance, or interpretation of this Agreement, Executive's agreement with the Company, or the termination of Executive's agreement from the Company, will be resolved pursuant to the Federal Arbitration Act, 9 U.S.C. §1-16, and to the fullest extent permitted by law, by final, binding and confidential arbitration conducted in Orange County, California by JAMS, Inc. ("JAMS") or its successors, under JAMS' then applicable rules and procedures for agreement disputes (which can be found at <http://www.jamsadr.com/rules-clauses/>, and which will be provided to Executive on request); provided that the arbitrator shall: (a) have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be permitted by law; and (b) issue a written arbitration decision including the arbitrator's essential findings and conclusions and a statement of the award. Executive and the Company shall be entitled to all rights and remedies that either would be entitled to pursue in a court of law. Both Executive and the Company acknowledge that by agreeing to this arbitration procedure, they waive the right to resolve any such dispute through a trial by jury or judge or administrative proceeding. The Company shall pay all filing fees in excess of those which would be required if the dispute were decided in a court of law, and shall pay the arbitrator's fee. Nothing in this Agreement is intended to prevent either the Company or Executive from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration

**I. Currency.** Unless otherwise expressly provided for herein or agreed upon in writing by the Parties, all references to money or money consideration are deemed to be in United States Currency ("US\$").

**J. Non-Waiver.** The failure by either party to insist upon the performance of any one or more terms, covenants or conditions of this Agreement shall not be construed as a waiver or relinquishment of any right granted hereunder or of any future performance of any such term, covenant or condition, and the obligation of either party with respect hereto shall continue in full force and effect, unless such waiver shall be in writing signed by the Company (other than Executive) and Executive.

**K. Counterparts and Execution Electronically.** Where the Parties hereto or their authorized signatories have signed, sealed and duly executed this Agreement effective the date above shown whether as a whole document in original form or in several counterparts; each such counterpart shall be considered as an original and in combination comprises the formal execution hereof. The Parties acknowledge and consent to the execution of this Agreement and all related documents and notices pursuant hereto by electronically scanned signatures or facsimile transmission, either of which will constitute good and sufficient execution, service and notice for all intents and purposes hereunder and will be deemed to be as effective as if an originally "signed-in-hand" physical document was used instead.

[Signature page to follow]

IN WITNESS WHEREOF this Agreement is hereby signed, sealed and duly executed by the Parties on the Effective Date first above written.

BioCorRx Inc.

Date: June 13, 2018

By: \_\_\_\_\_  
Brady Granier  
Title: CEO/President

Date: June 13, 2018

By: \_\_\_\_\_  
Lourdes Felix  
Executive

EXECUTIVE SERVICE AGREEMENT

THIS EXECUTIVE SERVICE AGREEMENT dated as of June 13, 2018 (the "Agreement") is by and between BioCorRx Inc., a Nevada corporation (the "Company"), and Tom Welch (the "Executive").

**WHEREAS**, the Company is an addiction rehabilitation service company and developer of the BioCorRx Recovery Program;

**WHEREAS**, since February 26, 2015, Executive has been retained by the Company, and the Company desires to continue to retain the services of Executive and provide Executive with certain compensation and benefits in return for Executive's services, and Executive agrees to be retained by the Company and to receive the compensation and benefits on the terms and conditions set forth herein; and

**WHEREAS**, the Company and Executive desire to enter into this Agreement to become effective and replace and supersede all prior agreements and understandings, subject to Executive's signature below, upon the date of the agreement, in order to memorialize the terms and conditions of Executive's service agreement by the Company upon and following the Effective Date.

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein:

**I. SERVICES; RESPONSIBILITIES; COMPENSATION*****A. Position; Responsibility; Loyalty.***

1. Subject to the terms of this Agreement, Executive is retained in the position of Vice President of Operations of the Company, and shall perform the functions and responsibilities of that position. Executive hereby agrees to be subject to the direction and supervision of, and to have such authority as is delegated to the Executive by, the Board of Directors of the Company (the "Board"), consistent with such position. Additional or different duties may be assigned by the Company from time to time. Executive's position, job descriptions, duties and responsibilities may be modified from time to time in the sole discretion of the Company.

2. Executive shall devote his full-time attention and energies to the performance of Executive's work responsibilities. During Executive's term with the Company, it shall not be a violation of this Agreement for Executive to (i) serve on corporate board or committees; (ii) serve on civic or charitable boards or committees; (ii) deliver lectures or fulfill speaking engagements; and (iii) manage personal investments, in each case, so long as such activities do not materially interfere with the performance of Executive's responsibilities as an Executive of the Company in accordance with this Agreement. Notwithstanding the foregoing, in the case of the foregoing (i), board or committee membership relating to Executive's role with the Company or the business of the Company shall be approved by the Board, which approval shall not be unreasonably withheld and, in the case of the foregoing (ii) and (iii) Executive shall provide notice of such activities to the Board, except for activities which do not relate to Executive's role with the Company or the business of the Company. Executive further agrees to comply with all policies of the Company in effect from time to time, and to comply with all laws, rules and regulations, including those applicable to the Company.

3. The parties desire this Agreement will not be an employment agreement but, rather, the executive will provide the general services hereunder as an independent contractor.

**B. Compensation.** As consideration for the services and covenants described in this Agreement, the Company agrees to compensate Executive in the following manner:

1. The Company shall pay Executive base salary at the annual rate of \$150,000 payable bi-monthly (the "Base Salary"), as may be adjusted from time to time by action of the Board. The Company shall also provide Executive with an expense allowance in such amounts as may from time to time be agreed to by Executive and the Board, including an amount to cover Executive's monthly cell phone bill. In addition to the foregoing, the Company shall provide Executive with a car allowance in the amount of \$500.00 per month, payable on the first regularly scheduled pay date of each month.

2. Notwithstanding any prior issuances of common stock of the Company, the Company shall grant an aggregate of 7,500,000 stock options (the "Stock Options") to the Executive under its 2018 Stock Option Plan (the "Stock Option Plan"). The Stock Options shall expire in ten (10) years from the date of grant and the exercise price shall be U.S. \$0.14 per common share. The 7,500,000 Stock Options shall be granted to Executive in accordance with the terms and conditions of the Company's 2018 Stock Option Plan and the respective stock option award agreement with the Executive.

3. Executive shall also be eligible to participate in the Executive Management Bonus Plan adopted by the Board, effective June 15, 2016 (the "Bonus Plan"), pursuant to the terms and conditions of the Bonus Plan (which is attached hereto as Exhibit A).

4. Executive shall be reimbursed for health and medical insurance, dental and vision insurance.

5. The Executive shall be entitled to a yearly vacation as may be determined by the board.

6. The Company shall reimburse Executive for all business expenses that are reasonable and necessary and incurred by Executive while performing his duties under this Agreement, upon presentation of expense statements, receipts and/or vouchers or such other information and documentation as the Company may reasonably require. Executive will be subject to the same business expense policy applicable to other Company employees generally, if any.

## **II. TERMINATION**

### ***A. Termination of the agreement.***

1. The parties acknowledge that Executive's relationship with the Company is at-will, meaning either the Company or Executive may terminate Executive's agreement at any time, with or without cause or advance notice. The provisions in the below subsection B govern the amount of compensation, if any, that Executive may be eligible for upon a qualifying termination of this agreement and do not alter this at-will status.

2. Executive's agreement with the Company shall be terminated (i) immediately upon the death of Executive, (ii) upon Executive's Permanent Disability, (iii) by the Company for Cause, (iv) by Executive for Good Reason, or (v) by the Company without Cause or by Executive without Good Reason. For purposes of this Article II, "date of termination" means the date of Executive's death, the date of Executive's Permanent Disability, or the date of Executive's "separation from service," as defined in Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations promulgated thereunder (the "Code Section 409A").

3. For purposes hereof:

a) "Permanent Disability" shall mean either (A) Executive's inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, or (B) by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, Executive's receiving income replacement benefits for a period of not less than three months under an accident and health plan covering the Company's employees. Executive will be deemed permanently disabled if determined to be totally disabled by the Social Security Administration or if determined to be disabled in accordance with a disability insurance program that applies a definition of disability that complies with the requirements of this paragraph.

b) "Good Reason" shall mean the occurrence of one or more of the following conditions without Executive's consent: (A) a material breach by the Company of any material provision of this Agreement; (B) the relocation of Executive's principal place of business, without Executive's consent, in a manner that lengthens Executive's one-way commute distance by fifty (50) or more miles from Executive's then-current principal place of business immediately prior to such relocation (which, for avoidance of doubt, does not include required travel on Company business to an extent substantially consistent with Executive's obligations under this Agreement); (C) in any year of service, a material reduction in Executive's Base Salary in effect at the relevant time of at least five percent (5%) or (D) termination of the Company's active bonus plan, as described in Paragraph I.B.5. above or the exclusion of the Executive from eligibility for, or a material reduction in, Executive's award levels under such plan. Notwithstanding anything herein to the contrary, Good Reason will exist only if Executive provides notice to the Company of the existence of the condition otherwise constituting Good Reason within 30 days of the initial existence of the condition, the Company fails to reasonably remedy the condition on or before the 30th day following its receipt of such notice, and Executive resigns within 30 days following the end of such cure period.

c) "Cause" for termination shall mean that the Company has determined in its sole discretion that Executive has engaged in any of the following: Gross negligence, gross misrepresentation, fraud, conviction of a crime constituting a felony under applicable law, immoral or disreputable conduct, or any violation of company policy or misconduct that adversely affects the business of the Company.

4. If Executive's agreement is terminated under any of the foregoing circumstances, all future compensation to which Executive is otherwise entitled and all future benefits for which Executive is eligible, other than that already earned but which is unpaid, shall cease and terminate as of the date of termination, except as specifically provided in this Paragraph II. Any other payments or benefits by or on behalf of Company are limited to those which may be payable pursuant to the terms of Company's Executive benefit plans or required by any applicable federal, state or local law.

## **B. Severance Eligibility.**

### **1. Termination by Company Without Cause or by Executive For Good Reason.**

a) If Executive's agreement is terminated by the Company without Cause (and not due to death or Permanent Disability) or by Executive for Good Reason Executive complies with his continuing obligations to the Company, and provided that Executive satisfies the Release Requirement in Paragraph II(B)(4) below, Executive shall be eligible to receive the following (collectively, the "Severance Benefits"):

(1) The Company will pay Executive, on the Company's first payment date after Executive's date of termination of agreement, (i) Executive's accrued but unpaid salary through the date of termination, (ii) any unreimbursed business expenses incurred by Executive payable in accordance with the Company's standard expense reimbursement policies, and (iii) benefits owed to Executive under any qualified retirement plan or health and welfare benefit plan in which Executive was a participant in accordance with applicable law and the provisions of such plan (collectively, the "Accrued Obligations").

(2) Severance pay in the form of continuation of Executive's final Base Salary for a period of twelve (12) months following termination (the "Severance Payments"). Subject to Paragraph II(B)(5) below, the Severance Payments shall be made on the Company's regular payment schedule in effect following Executive's termination date; provided, however that any such payments that are otherwise scheduled to be made prior to the Release Effective Date (as defined below) shall instead accrue and be made on the first regular payroll date following the Release Effective Date. For such purposes, Executive's final Base Salary will be calculated prior to giving effect to any reduction in Base Salary that would give rise to Executive's right to resign for Good Reason.

(3) Notwithstanding the terms of any equity plan or award agreement to the contrary, the time-based vesting conditions applicable to Executive's stock options and/or other equity awards subject to time-based vesting requirements that are outstanding and not vested as of Executive's termination date shall accelerate and deemed to be satisfied as of the date of Executive's termination. For the avoidance of doubt, the accelerated vesting provided under this section shall not apply to any liquidity event or performance-based vesting conditions applicable to any of Executive's outstanding stock options or other equity awards as of the date of termination. In all other respects, such time-based stock options and/or other equity awards shall continue to be governed by the terms of the applicable equity plan and award agreements.

(4) Executive will be eligible for a prorated bonus payment for the year in which the date of termination occurs, based on attainment of the applicable performance goals for that year, pursuant to the terms and conditions of the Bonus Plan (the "Prorated Bonus"). The Prorated Bonus, if earned, will be an amount in cash equal to the Executive's bonus target for the year in which the date of termination occurs, multiplied by a fraction, the numerator of which is the number of days that Executive was employed by the Company during the year of termination and the denominator of which is three hundred and sixty five (365). Payment of the Prorated Bonus will be made in a lump sum at the same time that other employees of the Company are paid their bonuses for the calendar year under the Bonus Plan or, if later, the Release Effective Date.

(5) If Executive timely elects continued coverage under the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), the Company will reimburse Executive for the monthly COBRA cost of continued health coverage paid by Executive under the applicable health plan of the Company pursuant to Section 4980B of the Code until the earliest of (i) twelve (12) months following the termination date; (ii) the date when Executive becomes eligible for substantially equivalent health insurance coverage in connection with new employment or self-employment; or (iii) the date Executive ceases to be eligible for COBRA continuation coverage for any reason (the "COBRA Premium Period"). In the event Executive becomes covered under another group health plan or otherwise ceases to be eligible for COBRA during the COBRA Premium Period, Executive must immediately notify the Company of such event. Notwithstanding the foregoing, if the Company determines, in its sole discretion, that it cannot reimburse the COBRA premiums without potentially incurring financial costs or penalties under applicable law (including, without limitation, Section 2716 of the Public Health Service Act), regardless of whether Executive elects or is eligible for COBRA coverage, the Company instead shall pay to Executive, on the first day of each calendar month following the termination date, a fully taxable cash payment equal to the applicable COBRA premiums for that month. Executive may, but is not obligated to, use such Special Cash Payments toward the cost of COBRA premiums.

2. Termination Due to Death or Permanent Disability. If Executive's agreement is terminated because of death or Permanent Disability, Executive shall not be entitled to the Severance Pay provided for in this Agreement (or any other severance benefits), except that the Company shall pay Executive (or his estate or other representative, as applicable) the Accrued Obligations.

3. Termination by Executive without Good Reason or by the Company for Cause. If Executive terminates his agreement without Good Reason or is terminated by the Company for Cause, Executive shall not be entitled to the Severance Pay provided for in this Agreement (or any other severance benefits), except that the Company shall pay Executive the Accrued Obligations.

4. Release Requirement. To be eligible for any of the Severance Benefits, Executive must satisfy the following release requirement (the "Release Requirement"): return to the Company a signed and dated general release of all known and unknown claims in a termination agreement acceptable to the Company (the "Release") within the applicable deadline set forth therein, but in no event later than forty-five (45) days following Executive's termination date, and permit the Release to become effective and irrevocable in accordance with its terms (such effective date of the Release, the "Release Effective Date"). No Severance Benefits will be provided hereunder prior to the Release Effective Date. Accordingly, if Executive breaches the preceding sentence and/or refuses to sign and deliver to the Company an executed Release or signs and delivers to the Company the Release but exercises Executive's right, if any, under applicable law to revoke the Release (or any portion thereof), then Executive will not be entitled to any severance, payment or benefit under this Agreement.

5. Cooperation with Company after Termination of Agreement. Following termination of Executive's agreement for any reason, Executive agrees to cooperate fully with the Company in connection with its actual or contemplated defense, prosecution, or investigation of any claims or demands by or against third parties, or other matters arising from events, acts, or failures to act that occurred during the period of Executive's agreement with the Company. Such cooperation includes, without limitation, making Executive available to the Company upon reasonable notice, without subpoena, to provide complete, truthful and accurate information in witness interviews, depositions and trial testimony. In addition, for six months after Executive's agreement with the Company ends for any reason, the Company will reimburse Executive for reasonable out-of-pocket expenses Executive incurs in connection with any such cooperation (excluding forgone wages, salary, or other compensation) and will make reasonable efforts to accommodate Executive's scheduling needs.

### **III. MISCELLANEOUS**

#### ***A. Notice.***

1. All notices to be given with respect to this Agreement, unless otherwise provided for, shall be given to the Company and the Executive at the respective addresses, fax numbers and email addresses shown below or otherwise communicated by the Parties to each other for such notice and service matters during the currency of this Agreement.

2. All notices, requests, demands or other communications made by a Party will be deemed to have been duly delivered: (i) on the date of personal delivery utilizing a process server, courier or other means of physical delivery to the intended recipient ("Personal Service"); or (ii) on the date of facsimile transmission (the "Fax") on proof of receipt of the Fax; or (iii) on the date of electronic mail (the "email") with verifiable proof of receipt of such email; or (iv) on the seventh (7<sup>th</sup>) day after mailing by registered mail with postage prepaid ("Registered Mail"), to the Party's address, Fax number, email address set out in this Agreement or such other addresses Fax numbers or email address as the Parties or their Representatives may have from time to time during the currency of this Agreement or thereafter and communicated to the other Parties for the purposes of this Agreement.

To: BioCorRx Inc.  
2390 E. Orangewood Ave #575  
Anaheim, CA 92806

To: Tom Welch

**B. Entire Agreement and Severance.** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof. This Agreement is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein, and it supersedes and replaces any other agreements or promises made to Executive by anyone concerning Executive's agreement terms, compensation or benefits, whether oral or written (including but not limited the Prior Services Agreement). In the event that any provision of this Agreement will be held to be invalid, illegal or unenforceable in any circumstances, the remaining provisions will nevertheless remain in full force and effect and will be construed as if the unenforceable portion or portions were deleted.

**C. Assignments.** This Agreement shall be binding upon and inure to the benefit of the heirs and legal representatives of Executive and the permitted assigns and successors of the Company, but neither this Agreement nor any rights or obligations hereunder shall be assignable or otherwise subject to hypothecation by Executive (except by will or by operation of the laws of intestate succession) or by the Company, except that the Company may assign this Agreement to any successor (whether by merger, purchase or otherwise), if such successor expressly agrees to assume the obligations of the Company hereunder.

**D. Amendment.** This Agreement may be amended only by writing signed by Executive and by a duly authorized representative of the Company (other than Executive), with the exception of those changes expressly reserved to the Company's discretion in this Agreement.

**E. Beneficiaries; References.** Executive shall be entitled to select (and change, to the extent permitted under any applicable law) a beneficiary or beneficiaries to receive any compensation or benefit payable hereunder following Executive's death, and may change such election, in either case by giving the Company written notice thereof. In the event of Executive's death or a judicial determination of his incompetence, reference in this Agreement to Executive shall be deemed, where appropriate, to refer to his beneficiary, estate or other legal representative. Any reference to the masculine gender in this Agreement shall include, where appropriate, the feminine.

**F. Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICTS OF LAW THEREOF.

**G. Jurisdiction.** Unless otherwise mutually agreed to in writing by the Parties, any action, proceeding or arbitration in regard to a dispute or direction relating to the subject matter of this Agreement will be solely within the jurisdiction of the appropriate court, tribunal or arbitrator of competent jurisdiction within the State of California.

**H. Dispute Resolution.** To ensure the rapid and economical resolution of disputes that may arise in connection with Executive's agreement with the Company, Executive and the Company agree that any and all disputes, claims, or causes of action, in law or equity, including but not limited to statutory claims, arising from or relating to the enforcement, breach, performance, or interpretation of this Agreement, Executive's agreement with the Company, or the termination of Executive's agreement from the Company, will be resolved pursuant to the Federal Arbitration Act, 9 U.S.C. §1-16, and to the fullest extent permitted by law, by final, binding and confidential arbitration conducted in Orange County, California by JAMS, Inc. ("JAMS") or its successors, under JAMS' then applicable rules and procedures for agreement disputes (which can be found at <http://www.jamsadr.com/rules-clauses/>, and which will be provided to Executive on request); provided that the arbitrator shall: (a) have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be permitted by law; and (b) issue a written arbitration decision including the arbitrator's essential findings and conclusions and a statement of the award. Executive and the Company shall be entitled to all rights and remedies that either would be entitled to pursue in a court of law. Both Executive and the Company acknowledge that by agreeing to this arbitration procedure, they waive the right to resolve any such dispute through a trial by jury or judge or administrative proceeding. The Company shall pay all filing fees in excess of those which would be required if the dispute were decided in a court of law, and shall pay the arbitrator's fee. Nothing in this Agreement is intended to prevent either the Company or Executive from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration

**I. Currency.** Unless otherwise expressly provided for herein or agreed upon in writing by the Parties, all references to money or money consideration are deemed to be in United States Currency ("US\$").

**J. Non-Waiver.** The failure by either party to insist upon the performance of any one or more terms, covenants or conditions of this Agreement shall not be construed as a waiver or relinquishment of any right granted hereunder or of any future performance of any such term, covenant or condition, and the obligation of either party with respect hereto shall continue in full force and effect, unless such waiver shall be in writing signed by the Company (other than Executive) and Executive.

**K. Counterparts and Execution Electronically.** Where the Parties hereto or their authorized signatories have signed, sealed and duly executed this Agreement effective the date above shown whether as a whole document in original form or in several counterparts; each such counterpart shall be considered as an original and in combination comprises the formal execution hereof. The Parties acknowledge and consent to the execution of this Agreement and all related documents and notices pursuant hereto by electronically scanned signatures or facsimile transmission, either of which will constitute good and sufficient execution, service and notice for all intents and purposes hereunder and will be deemed to be as effective as if an originally "signed-in-hand" physical document was used instead.

*[Signature page to follow]*

IN WITNESS WHEREOF this Agreement is hereby signed, sealed and duly executed by the Parties on the Effective Date first above written.

BioCorRx Inc.

Date: June 13, 2018

By: \_\_\_\_\_  
Brady Granier  
Title: CEO/President

Date: June 13, 2018

By: \_\_\_\_\_  
Tom Welch  
Executive

**BioCorRx, Inc.**  
**Board of Directors Services Agreement**

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This Board of Directors Services Agreement (the "Agreement"), dated June 13, 2018 is entered into between BioCorRx, Inc., a Nevada corporation ("the Company"), and, Kent Emry an individual with a principal place of residence in Salem, Oregon ("Director").

**WHEREAS**, the Company desires to retain the services of Chairman of the Board of Directors for the benefit of the Company and its stockholders; and

**WHEREAS**, Director desires to continue to serve on the Company's Board of Directors for the period of time and subject to the terms and conditions set forth herein;

**NOW, THEREFORE**, for consideration and as set forth herein, the parties hereto agree as follows:

1. **Board Duties.** Director agrees to provide services to the Company as a member of the Board of Directors. Director shall, for so long as he remains a member of the Board of Directors, but in any case not less than one year from the date hereof, meet with the Company upon written request, at dates and times mutually agreeable to Director and the Company, to discuss any matter involving the Company or its Subsidiaries, which involves or may involve issues of which Director has knowledge and cooperate in the review, defense or prosecution of such matters. Director acknowledges and agrees that the Company may rely upon Director's expertise in product development, marketing or other business disciplines where Director has a deep understanding with respect to the Company's business operations and that such requests may require substantial additional time and efforts in addition to Director's customary service as a member of the Board of Directors. Director will notify the Company promptly if he is subpoenaed or otherwise served with legal process in any matter involving the Company or its subsidiaries. Director will notify the Company if any attorney who is not representing the Company contacts or attempts to contact Director (other than Director's own legal counsel) to obtain information that in any way relates to the Company or its Subsidiaries, and Director will not discuss any of these matters with any such attorney without first so notifying the Company and providing the Company with an opportunity to have its attorney present during any meeting or conversation with any such attorney.

2. **Compensation.** As compensation for the services provided herein, the Company shall grant an aggregate of 3,000,000 stock options (the "Stock Options") to the Director under its 2018 Stock Option Plan (the "Stock Option Plan"). The Stock Options shall expire in ten (10) years from the date of grant and the exercise price shall be U.S. \$0.14 per common share. The 3,000,000 Stock Options shall be granted to Executive in accordance with the terms and conditions of the Company's 2018 Stock Option Plan and the respective stock option award agreement with the Director.

3. **Benefits and Expenses.** The Company will reimburse Director for reasonable business expenses incurred on behalf of the Company prior to the date hereof. The Company shall also reimburse Director for reasonable out-of-pocket expenses incurred in connection with discharging his duties as a Board member. Any additional expenses shall be pre-approved by the CEO or CFO of the Company and will be reimbursed subject to receiving reasonable substantiating documentation relating to such expenses.

4. **Mutual Non-Disparagement.** Director and the Company mutually agree to forbear from making, causing to be made, publishing, ratifying or endorsing any and all disparaging remarks, derogatory statements or comments made to any party with respect to either of them. Further, the parties hereto agree to forbear from making any public or non-confidential statement with respect to the any claim or complain against either party without the mutual consent of each of them, to be given in advance of any such statement.

6. **Cooperation.** In the event of any claim or litigation against the Company and/or Director based upon any alleged conduct, acts or omissions of Director during the tenure of Director as an officer of the Company, whether known or unknown, threatened or not as of the time of this writing, the Company will cooperate with Director and provide to Director such information and documents as are necessary and reasonably requested by Director or his counsel, subject to restrictions imposed by federal or state securities laws or court order or injunction. The Company shall cooperate in all respects to ensure that Director has access all available insurance coverage and shall do nothing to damage Director's status as an insured, and shall provide all necessary information for Director to make or tender any claim under applicable coverage.

7. **Board of Directors Status of Director.** Membership on the Board shall require adherence to board member conduct policies adopted by the board and enforced equally upon all directors.

Director may voluntarily resign his position on the Board of Directors at any time and without penalty or liability of any kind.

8. **Confidentiality.** Subject to exceptions mutually agreed upon by the parties to this Agreement in advance and in writing, the terms and conditions of this Agreement shall remain confidential and protected from disclosure except as required by law in connection with any registration or filing, in relation to a lawful subpoena, or as may be necessary for purposes of disclosure to accountants, financial advisors or other experts, who shall be made aware of and agree to be bound by the confidentiality provisions hereof.

9. **Governing Law.** This Agreement shall be governed by the law of the State of California. In the event of any dispute regarding the performance or terms hereof, the prevailing party in any litigation shall be entitled to an award of reasonable attorneys' fees and costs of suit, together with any other relief awarded hereunder or in accordance with governing law.

**In witness whereof**, the parties hereto enter into this Agreement as of the date first set forth above.

THE COMPANY:

CHAIRMAN:

\_\_\_\_\_  
Name: Brady Granier  
Title: Director

\_\_\_\_\_  
Kent Emry

\_\_\_\_\_  
Name: Lourdes Felix  
Title: Director

**BioCorRx, Inc.**  
**Board of Directors Services Agreement**

---

This Board of Directors Services Agreement (the "Agreement"), dated June 13, 2018 is entered into between BioCorRx, Inc., a Nevada corporation ("the Company"), and Brady Granier an individual with a principal place of residence in Los Angeles, California ("Director").

**WHEREAS**, the Company desires to retain the services of Director for the benefit of the Company and its stockholders; and

**WHEREAS**, Director desires to continue to serve on the Company's Board of Directors for the period of time and subject to the terms and conditions set forth herein;

**NOW, THEREFORE**, for consideration and as set forth herein, the parties hereto agree as follows:

1. **Board Duties.** Director agrees to provide services to the Company as a member of the Board of Directors. Director shall, for so long as he remains a member of the Board of Directors, but in any case not less than one year from the date hereof, meet with the Company upon written request, at dates and times mutually agreeable to Director and the Company, to discuss any matter involving the Company or its Subsidiaries, which involves or may involve issues of which Director has knowledge and cooperate in the review, defense or prosecution of such matters. Director acknowledges and agrees that the Company may rely upon Director's expertise in product development, marketing or other business disciplines where Director has a deep understanding with respect to the Company's business operations and that such requests may require substantial additional time and efforts in addition to Director's customary service as a member of the Board of Directors. Director will notify the Company promptly if he is subpoenaed or otherwise served with legal process in any matter involving the Company or its subsidiaries. Director will notify the Company if any attorney who is not representing the Company contacts or attempts to contact Director (other than Director's own legal counsel) to obtain information that in any way relates to the Company or its Subsidiaries, and Director will not discuss any of these matters with any such attorney without first so notifying the Company and providing the Company with an opportunity to have its attorney present during any meeting or conversation with any such attorney.

2. **Compensation.** As compensation for the services provided herein, the Company shall grant an aggregate of 3,000,000 stock options (the "Stock Options") to the Director under its 2018 Stock Option Plan (the "Stock Option Plan"). The Stock Options shall expire in ten (10) years from the date of grant and the exercise price shall be U.S. \$0.14 per common share. The 3,000,000 Stock Options shall be granted to Executive in accordance with the terms and conditions of the Company's 2018 Stock Option Plan and the respective stock option award agreement with the Director.

3. **Benefits and Expenses.** The Company will reimburse Director for reasonable business expenses incurred on behalf of the Company prior to the date hereof. The Company shall also reimburse Director for reasonable out-of-pocket expenses incurred in connection with discharging his duties as a Board member. Any additional expenses shall be pre-approved by the CEO or CFO of the Company and will be reimbursed subject to receiving reasonable substantiating documentation relating to such expenses.

4. **Mutual Non-Disparagement.** Director and the Company mutually agree to forbear from making, causing to be made, publishing, ratifying or endorsing any and all disparaging remarks, derogatory statements or comments made to any party with respect to either of them. Further, the parties hereto agree to forbear from making any public or non-confidential statement with respect to the any claim or complain against either party without the mutual consent of each of them, to be given in advance of any such statement.

6. **Cooperation.** In the event of any claim or litigation against the Company and/or Director based upon any alleged conduct, acts or omissions of Director during the tenure of Director as an officer of the Company, whether known or unknown, threatened or not as of the time of this writing, the Company will cooperate with Director and provide to Director such information and documents as are necessary and reasonably requested by Director or his counsel, subject to restrictions imposed by federal or state securities laws or court order or injunction. The Company shall cooperate in all respects to ensure that Director has access all available insurance coverage and shall do nothing to damage Director's status as an insured, and shall provide all necessary information for Director to make or tender any claim under applicable coverage.

7. **Board of Directors Status of Director.** Membership on the Board shall require adherence to board member conduct policies adopted by the board and enforced equally upon all directors.

Director may voluntarily resign his position on the Board of Directors at any time and without penalty or liability of any kind.

8. **Confidentiality.** Subject to exceptions mutually agreed upon by the parties to this Agreement in advance and in writing, the terms and conditions of this Agreement shall remain confidential and protected from disclosure except as required by law in connection with any registration or filing, in relation to a lawful subpoena, or as may be necessary for purposes of disclosure to accountants, financial advisors or other experts, who shall be made aware of and agree to be bound by the confidentiality provisions hereof.

9. **Governing Law.** This Agreement shall be governed by the law of the State of California. In the event of any dispute regarding the performance or terms hereof, the prevailing party in any litigation shall be entitled to an award of reasonable attorneys' fees and costs of suit, together with any other relief awarded hereunder or in accordance with governing law.

**In witness whereof**, the parties hereto enter into this Agreement as of the date first set forth above.

THE COMPANY:

DIRECTOR:

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Name: Kent Emry  
Title: Chairman

---

Brady Granier

Name: Lourdes Felix  
Title: Director

**BioCorRx, Inc.**  
**Board of Directors Services Agreement**

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This Board of Directors Services Agreement (the "Agreement"), dated June 13, 2018 is entered into between BioCorRx, Inc., a Nevada corporation ("the Company"), and Lourdes Felix an individual with a principal place of residence in Rancho Santa Margarita, California ("Director").

**WHEREAS**, the Company desires to retain the services of Director for the benefit of the Company and its stockholders; and

**WHEREAS**, Director desires to continue to serve on the Company's Board of Directors for the period of time and subject to the terms and conditions set forth herein;

**NOW, THEREFORE**, for consideration and as set forth herein, the parties hereto agree as follows:

1. **Board Duties.** Director agrees to provide services to the Company as a member of the Board of Directors. Director shall, for so long as he remains a member of the Board of Directors, but in any case not less than one year from the date hereof, meet with the Company upon written request, at dates and times mutually agreeable to Director and the Company, to discuss any matter involving the Company or its Subsidiaries, which involves or may involve issues of which Director has knowledge and cooperate in the review, defense or prosecution of such matters. Director acknowledges and agrees that the Company may rely upon Director's expertise in product development, marketing or other business disciplines where Director has a deep understanding with respect to the Company's business operations and that such requests may require substantial additional time and efforts in addition to Director's customary service as a member of the Board of Directors. Director will notify the Company promptly if he is subpoenaed or otherwise served with legal process in any matter involving the Company or its subsidiaries. Director will notify the Company if any attorney who is not representing the Company contacts or attempts to contact Director (other than Director's own legal counsel) to obtain information that in any way relates to the Company or its Subsidiaries, and Director will not discuss any of these matters with any such attorney without first so notifying the Company and providing the Company with an opportunity to have its attorney present during any meeting or conversation with any such attorney.

2. **Compensation.** As compensation for the services provided herein, the Company shall grant an aggregate of 3,000,000 stock options (the "Stock Options") to the Director under its 2018 Stock Option Plan (the "Stock Option Plan"). The Stock Options shall expire in ten (10) years from the date of grant and the exercise price shall be U.S. \$0.14 per common share. The 3,000,000 Stock Options shall be granted to Executive in accordance with the terms and conditions of the Company's 2018 Stock Option Plan and the respective stock option award agreement with the Director.

3. **Benefits and Expenses.** The Company will reimburse Director for reasonable business expenses incurred on behalf of the Company prior to the date hereof. The Company shall also reimburse Director for reasonable out-of-pocket expenses incurred in connection with discharging his duties as a Board member. Any additional expenses shall be pre-approved by the CEO or CFO of the Company and will be reimbursed subject to receiving reasonable substantiating documentation relating to such expenses.

4. **Mutual Non-Disparagement.** Director and the Company mutually agree to forbear from making, causing to be made, publishing, ratifying or endorsing any and all disparaging remarks, derogatory statements or comments made to any party with respect to either of them. Further, the parties hereto agree to forbear from making any public or non-confidential statement with respect to the any claim or complain against either party without the mutual consent of each of them, to be given in advance of any such statement.

6. **Cooperation.** In the event of any claim or litigation against the Company and/or Director based upon any alleged conduct, acts or omissions of Director during the tenure of Director as an officer of the Company, whether known or unknown, threatened or not as of the time of this writing, the Company will cooperate with Director and provide to Director such information and documents as are necessary and reasonably requested by Director or his counsel, subject to restrictions imposed by federal or state securities laws or court order or injunction. The Company shall cooperate in all respects to ensure that Director has access all available insurance coverage and shall do nothing to damage Director's status as an insured, and shall provide all necessary information for Director to make or tender any claim under applicable coverage.

7. **Board of Directors Status of Director.** Membership on the Board shall require adherence to board member conduct policies adopted by the board and enforced equally upon all directors.

Director may voluntarily resign his position on the Board of Directors at any time and without penalty or liability of any kind.

8. **Confidentiality.** Subject to exceptions mutually agreed upon by the parties to this Agreement in advance and in writing, the terms and conditions of this Agreement shall remain confidential and protected from disclosure except as required by law in connection with any registration or filing, in relation to a lawful subpoena, or as may be necessary for purposes of disclosure to accountants, financial advisors or other experts, who shall be made aware of and agree to be bound by the confidentiality provisions hereof.

9. **Governing Law.** This Agreement shall be governed by the law of the State of California. In the event of any dispute regarding the performance or terms hereof, the prevailing party in any litigation shall be entitled to an award of reasonable attorneys' fees and costs of suit, together with any other relief awarded hereunder or in accordance with governing law.

**In witness whereof**, the parties hereto enter into this Agreement as of the date first set forth above.

THE COMPANY:

DIRECTOR:

\_\_\_\_\_  
Name: Kent Emry  
Title: Chairman

\_\_\_\_\_  
Lourdes Felix

\_\_\_\_\_  
Name: Brady Granier  
Title: Director