

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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event Reported): March 30, 2023

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 Employer Identification No.)
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2390 East Orangewood Avenue, Suite 500
Anaheim, CA 92806
(Address of principal executive offices) (Zip Code)

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

(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))

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
N/A	N/A	N/A

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.

Item 1.01 Entry into a Material Definitive Agreement.

Galligan Subscription Agreement

On March 29, 2023, BioCorRx Inc., a Nevada corporation (the “Company”), entered into a Subscription Agreement (the “Galligan Subscription Agreement”) with The J and R Galligan Revocable Trust, managed by Mr. Joseph Galligan, a member of the Company’s Board of Directors (the “Board”).

Although the Galligan Subscription Agreement was dated and signed on March 29, 2023, it did not become effective until the aggregate purchase price owed pursuant to the Galligan Subscription Agreement was paid in cash to the Company on March 30, 2023.

Pursuant to the Galligan Subscription Agreement, Mr. Galligan (i) purchased shares of the Company’s common stock, par value \$0.001 per share (the “Common Stock”), in the aggregate amount of \$300,000 at a purchase price of \$1.75 per share, for a total of 171,296 shares of Common Stock and (ii) was issued a warrant to purchase up to 171,296 shares of Common Stock (the “Galligan Warrant”). The Galligan Warrant is exercisable for three (3) years from the date of issuance at an exercise price of \$4 per share.

Lucido Subscription Agreement

On March 29, 2023, the Company entered into a Subscription Agreement (the “Lucido Subscription Agreement” and, together with the Galligan Subscription Agreement, the “Agreements”) with Louis C Lucido and Carolyn M. Lucido, or their Successors, as Trustee of the Lucido Family Trust, Dated May 23, 2017, managed by Mr. Louis Lucido, a member of the Board.

Although the Lucido Subscription Agreement was dated and signed on March 29, 2023, it did not become effective until the aggregate purchase price owed pursuant to the Lucido Subscription Agreement was paid in cash to the Company on April 3, 2023.

Pursuant to the Lucido Subscription Agreement, Mr. Lucido (i) purchased shares of Common Stock in the aggregate amount of \$300,000 at a purchase price of \$1.75 per share, for a total of 171,296 shares of Common Stock and (ii) was issued a warrant to purchase up to 171,296 shares of Common Stock (the “Lucido Warrant” and, together with the Galligan Warrant, the “Warrants”). The Lucido Warrant is exercisable for three (3) years from the date of issuance at an exercise price of \$4 per share.

The foregoing description of the Agreements and the Warrants does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the form of the Agreements and the Warrants, copies of which are attached hereto as Exhibit 10.1 and Exhibit 4.1, respectively, and incorporated herein by reference.

Lucido Debt Exchange Agreement

On April 3, 2023, the Company entered into an Exchange Agreement (the “Exchange Agreement”) with Mr. Lucido. Pursuant to the Exchange Agreement, the Company agreed to issue 183,606 shares of Common Stock to Mr. Lucido and Mr. Lucido agreed to exchange and surrender that certain Promissory Note dated November 1, 2022 held by Mr. Lucido in the aggregate amount of \$313,892, including interest (the “Note”). Upon Mr. Lucido’s surrender of the Note, such Note was canceled on the books and records of the Company and all of Mr. Lucido’s right and interest in the Note automatically terminated.

The foregoing description of the Exchange Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the form of Exchange agreement, a copy of which is attached hereto as Exhibit 10.2 and incorporated herein by reference.

Item 3.02 Unregistered Sales 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 shares of Common Stock issued pursuant to the Agreements and Exchange Agreement and issuable pursuant to the Warrants 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 of Common Stock 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 a public offering. The Company's reliance upon Section 4(a)(2) of the Securities Act in issuing the shares of Common Stock was based upon the following factors: (a) the issuance of the shares of Common Stock was an isolated private transaction by the Company which did not involve a public offering; (b) there were only two recipients; (c) there were no subsequent or contemporaneous public offerings of the shares of Common Stock by the Company; (d) the shares of Common Stock were not broken down into smaller denominations; (e) the negotiations for the issuance of the shares of Common Stock took place directly between each individual and the Company; and (f) the recipients of the shares of Common Stock are accredited investors.

Item 9.01 Financial Statements and Exhibits.

(d) *Exhibits.*

The following documents are filed as exhibits to this current report on Form 8-K or incorporated by reference herein. Any document incorporated by reference is identified by a parenthetical reference to the Commission filing that included such document.

Exhibit No.	Description
4.1	Form of Warrant
10.1	Form of Subscription Agreement by and between BioCorRx Inc. and each of the Lucido and Galligan Trusts initially effective March 30, 2023
10.2	Form of Exchange Agreement
104	Cover Page Interactive Data File (formatted as inline XBRL).

SIGNATURES

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: April 5, 2023

By: /s/ Lourdes Felix
Lourdes Felix
Chief Executive Officer

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR UNDER THE SECURITIES LAWS OF ANY STATE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE ACT AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER TO THE EFFECT THAT ANY PROPOSED TRANSFER OR RESALE IS IN COMPLIANCE WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

BIOCORRX INC.

WARRANT FOR THE PURCHASE OF SHARES OF COMMON STOCK

No. _____ 171,296 Shares

This WARRANT FOR THE PURCHASE OF SHARES OF COMMON STOCK is made as of March 29, 2023 WHEREAS BioCorRx Inc., a Nevada corporation (the "Company"), with its principal office at 2390 E Orangewood Avenue, Suite 500, Anaheim, California 92806, and _____ (collectively, the "Holder");

WHEREAS the Company and the Holder entered into a WARRANT FOR THE PURCHASE OF SHARES OF COMMON STOCK, dated as of March 29, 2023.

WHEREAS, this appropriately and fully states the intent and understanding of all parties and shall serve to clarify issues which have become known to the parties since the execution of the WARRANT FOR THE PURCHASE OF SHARES OF COMMON STOCK on March 29, 2023. It is acknowledged and agreed by all parties that terms stated herein shall fully supersede any and all prior agreements and/or understandings between parties whether written or oral.

WHEREAS the Company shall issue a Warrant in favor of the Holder pursuant to which the number of common shares that the Holder has the right to purchase equals 171,296; and

NOW, THEREFORE, FOR VALUE RECEIVED, the Company hereby certifies that the Holder, or its assigns (hereinafter referred to, collectively, as the "Holder" as the context requires), is entitled, subject to the provisions of this Warrant, to purchase from the Company, at any time before 5:00 p.m. (Pacific Time) on the expiration date of three (3) years following the execution of this Warrant dated as of March 29, 2026 (the "Expiration Date"), the number of fully paid and nonassessable Warrant Shares of the Company set forth above, subject to adjustment as hereinafter provided.

Holder may purchase such number of Warrant Shares at a purchase price per share of Four Dollars (\$4.00) (the "Exercise Price"). The term "Common Stock" shall mean the aforementioned Common Stock of the Company, together with any other equity securities that may be issued by the Company in addition thereto or in substitution therefor as provided herein.

Section 1. Exercise of Warrant.

(a) This Warrant may be exercised in whole or in part on any business day, commencing on the date of this Warrant, and ending prior to the Expiration Date (collectively, the "Exercise Period"), by presentation and surrender hereof to the Company at its principal office at the address set forth in the initial paragraph hereof (or at such other address as the Company may hereafter notify Holder in writing) with the Purchase Form annexed hereto duly executed and accompanied by proper payment of the Exercise Price in lawful money of the United States of America in the form of cash, by wire transfer or by check, subject to collection, for the number of Warrant Shares specified in the Purchase Form. If this Warrant should be exercised in part only, the Company shall, upon surrender of this Warrant, execute and deliver a new Warrant evidencing the rights of Holder thereof to purchase the balance of the Warrant Shares purchasable hereunder. Upon receipt by the Company of this Warrant and such Purchase Form, together with proper payment of the Exercise Price, at such office, Holder shall be deemed to be the holder of record of the Warrant Shares, notwithstanding that the stock transfer books of the Company shall then be closed or that certificates representing such Warrant Shares shall not then be actually delivered to Holder. The Company shall pay any and all documentary stamp or similar issue or transfer taxes payable in respect of the issue or delivery of the Warrant Shares.

Section 2. Reservation of Shares. The Company hereby agrees that at all times there shall be reserved for issuance and delivery upon exercise of this Warrant all shares of its Common Stock or other shares of capital stock of the Company from time to time issuable upon exercise of this Warrant; *provided, however,* that if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the exercise of all of the outstanding Warrants, the Company shall use commercially reasonable efforts to take such corporate action as necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose, including without limitation engaging in commercially reasonable efforts to obtain the requisite shareholder approval. All such shares shall be duly authorized and, when issued upon such exercise in accordance with the terms of this Warrant, shall be validly issued, fully paid and nonassessable, free and clear of all liens, security interests, charges and other encumbrances or restrictions on sale (other than as provided in the Company's articles of incorporation and any restrictions on sale set forth herein or pursuant to applicable federal and state securities laws) and free and clear of all preemptive rights.

Section 3. Fractional Interest. The Company will not issue a fractional share of Common Stock upon exercise of a Warrant. Instead, the Company will deliver its check for the current market value of the fractional share. The current market value of a fraction of a share is determined as follows: multiply the current market price of a full share by the fraction of a share and round the result to the nearest cent.

The current market price of a share of Common Stock for purposes of this Section is the last reported sales price of the Common Stock as reported by the Financial Industry Regulatory Authority OTC Bulletin Board electronic inter-dealer quotation system, or the primary national securities exchange on which the Common Stock is then quoted, on the last trading day prior to the exercise date; *provided, however,* that if the Common Stock is neither traded on a national securities exchange, the price referred to above shall be the price reflected in the OTC Bulletin Board as reported by FINRA, the OTC Markets Group Inc. electronic inter-dealer quotation system, including OTCQX, OTCQB and OTC Pink, or any organization performing a similar function.

Section 4. Assignment of Loss of Warrant.

(a) Except as provided in Section 9, Holder shall be entitled, without obtaining the consent of the Company, to assign its interest in this Warrant in whole or in part to any person or persons. Subject to the provisions of Section 9, upon surrender of this Warrant to the Company or at the office of its stock transfer agent or warrant agent, with the Assignment Form annexed hereto duly executed and funds sufficient to pay any transfer tax, the Company shall, without charge, execute and deliver a new Warrant or Warrants in the name of the assignee or assignees named in such instrument of assignment (any such assignee will then be a "Holder" for purposes of this Warrant) and, if Holder's entire interest is not being assigned, in the name of Holder, and this Warrant shall promptly be canceled.

(b) Upon receipt of evidence satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant, and (in the case of loss, theft or destruction) of indemnification satisfactory to the Company, and upon surrender and cancellation of this Warrant, if mutilated, the Company shall execute and deliver a new Warrant of like tenor and date.

Section 5. Rights of Holder. Holder shall not, by virtue hereof, be entitled to any rights of a stockholder in the Company, either at law or equity, and the rights of Holder are limited to those expressed in this Warrant. Nothing contained in this Warrant shall be construed as conferring upon Holder hereof the right to vote or to consent or to receive notice as a stockholder of the Company on any matters or with respect to any rights whatsoever as a stockholder of the Company. No dividends or interest shall be payable or accrued in respect of this Warrant or the interest represented hereby or the Warrant Shares purchasable hereunder until, and only to the extent that, this Warrant shall have been exercised in accordance with its terms.

Section 6. Adjustment of Exercise Price. The Exercise Price shall be subject to adjustment from time to time as set forth in this Section 6. The Company shall give the Holder notice of any event described below which requires an adjustment pursuant to this Section 6 in accordance with the notice provisions set forth in Section 6(c).

(b) Stock Dividends, Subdivisions and Combinations. If at any time the Company shall:

(i) make or issue or set a record date for the holders of the Common Stock for the purpose of entitling them to receive a dividend payable in, or other distribution of, shares of Common Stock,

(ii) subdivide its outstanding shares of Common Stock into a larger number of shares of Common Stock, or

(iii) combine its outstanding shares of Common Stock into a smaller number of shares of Common Stock, then (1) the number of shares of Common Stock for which this Warrant may be exercised immediately after the occurrence of any such event shall be adjusted to equal the number of shares of Common Stock which a record holder of the same number of shares of Common Stock for which this Warrant is exercisable immediately prior to the occurrence of such event would own or be entitled to receive after the happening of such event, and (2) the Exercise Price then in effect shall be adjusted to equal (A) the Exercise Price then in effect multiplied by the number of shares of Common Stock for which this Warrant is exercisable immediately prior to the adjustment divided by (B) the number of shares of Common Stock for which this Debenture is exercisable immediately after such adjustment.

(c) Notice of Certain Actions. In the event that:

(i) the Company shall authorize the issuance to all holders of its Common Stock of rights, warrants, options or convertible securities to subscribe for or purchase shares of its Common Stock or of any other subscription rights, warrants, options or convertible securities; or

(ii) the Company shall authorize the distribution to all holders of its Common Stock evidences of its indebtedness or assets (other than cash dividends or cash distributions payable out of consolidated current or retained earnings as shown on the books of the Company and paid in the ordinary course of business); or

(iii) the Company shall authorize any capital reorganization or reclassification of the Common Stock (other than a subdivision or combination of the outstanding Common Stock and other than a change in par value of the Common Stock) or of any consolidation or merger to which the Company is a party and for which approval of any stockholders of the Company is required (other than a consolidation or merger in which the Company is the continuing corporation and that does not result in any reclassification or change of the Common Stock outstanding), or of the conveyance or transfer of the properties and assets of the Company as an entirety or substantially as an entirety; or

(iv) the Company is the subject of a voluntary or involuntary dissolution, liquidation or winding-up procedure; or

(v) the Company proposes to take any action that would require an adjustment of the Exercise Price pursuant to this Section 6, then the Company shall cause to be mailed by first-class mail to Holder, at least twenty (20) days prior to the applicable record or effective date hereinafter specified, a notice stating the date as of which the holders of Common Stock of record to be entitled to receive any such rights, warrants or distributions are to be determined, or (y) the date on which any such consolidation, merger, conveyance, transfer, dissolution, liquidation or winding-up is expected to become effective, and the date as of which it is expected that holders of Common Stock of record shall be entitled to exchange their shares of Common Stock for securities or other property, if any, deliverable upon such reorganization, reclassification, consolidation, merger, conveyance, transfer, dissolution, liquidation or winding-up.

Section 7. Officers' Certificate. Whenever the Exercise Price shall be adjusted as required by the provisions of Section 6, the Company shall forthwith file in the custody of its Secretary or an Assistant Secretary at its principal office an officers' certificate showing the adjusted Exercise Price determined as herein provided, setting forth in reasonable detail the facts requiring such adjustment and the manner of computing such adjustment. Each such officers' certificate shall be signed by the chairperson, president or chief financial officer of the Company and by the secretary or any assistant secretary of the Company. Each such officers' certificate shall be made available at all reasonable times for inspection by Holder.

Section 8. Reclassification, Reorganization, Consolidation or Merger. In the event of any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the Company (other than a subdivision or combination of the outstanding Common Stock and other than a change in the par value of the Common Stock) or in the event of any consolidation or merger of the Company with or into another corporation (other than a merger (excluding a reverse triangular merger or similar transaction) in which the Company is the continuing corporation and that does not result in any reclassification, capital reorganization or other change of outstanding shares of Common Stock of the class issuable upon exercise of this Warrant) or in the event of any sale, lease, transfer or conveyance to another corporation of the property and assets of the Company as an entirety or substantially as an entirety, the Company shall, as a condition precedent to such transaction, cause effective provisions to be made so that Holder shall have the right thereafter, by exercising this Warrant at any time prior to the Expiration Date, to purchase the kind and amount of shares of stock and other securities and property (including cash) receivable upon such reclassification, capital reorganization and other change, consolidation, merger, sale or conveyance by a holder of the number of shares of Common Stock that might have been received upon exercise of this Warrant immediately prior to such reclassification, capital reorganization, change, consolidation, merger, sale or conveyance. Any such provision shall include provisions for adjustments in respect of such shares of stock and other securities and property that shall be as nearly equivalent as may be practicable to the adjustments provided for in this Warrant. The foregoing provisions of this Section 8 shall similarly apply to successive reclassifications, capital reorganizations and changes of shares of Common Stock and to successive consolidations, mergers, sales or conveyances. The issuer of any shares of stock or other securities or property thereafter deliverable on the exercise of this Warrant shall be responsible for all of the agreements and obligations of the Company hereunder.

Section 9. Transfer to Comply with the Securities Act of 1933. This Warrant may not be exercised and neither this Warrant nor any of the Warrant Shares, nor any interest in either, may be offered, sold, assigned, pledged, hypothecated, encumbered or in any other manner transferred or disposed of, in whole or in part, except in compliance with applicable United States federal and state securities or blue sky laws and the terms and conditions hereof. Each Warrant shall bear a legend in substantially the same form as the legend set forth on the first page of this Warrant. Each certificate for Warrant Shares issued upon exercise of this Warrant, unless at the time of exercise such Warrant Shares are acquired pursuant to a registration statement that has been declared effective under the Act or are eligible for transfer pursuant to Rule 144(k) under the Securities Act of 1933, as amended (the "Securities Act"), and applicable blue sky laws shall bear a legend substantially in the following form:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT") AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER THE ACT OR, IN THE OPINION OF COUNSEL OR BASED ON OTHER WRITTEN EVIDENCE IN THE FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER OF THESE SECURITIES, SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION IS IN COMPLIANCE THEREWITH.

Any certificate for any Warrant Shares issued at any time in exchange or substitution for any certificate for any Warrant Shares bearing such legend (except a new certificate for any Warrant Shares (i) issued after the acquisition of such Warrant Shares pursuant to a registration statement that has been declared effective under the Act or in a transaction in compliance with Rule 144 under the Securities Act, or (ii) that are then eligible for transfer pursuant to Rule 144(k) under the Securities Act) shall also bear such legend unless, in the opinion of counsel for the Company, the Warrant Shares represented thereby need no longer be subject to the restriction contained herein. The provisions of this Section 9 shall be binding upon all subsequent holders of certificates for Warrant Shares bearing the above legend and all subsequent holders of this Warrant, if any. Nothing in this Section 9 or elsewhere in this Warrant shall be deemed to restrict the ability of the holder hereof to transfer Warrant Shares to an affiliate, partner or former partner of such holder in compliance with the Securities Act, nor shall any legal opinion be required in respect thereof.

Section 10. Registration Rights.

(a) *Piggyback Registration.* If the Company at any time proposes to file a registration statement under the Securities Act respecting any securities of the Company on a form appropriate for registration of a sale of Warrant Shares (excluding registrations of shares of Common Stock to be offered in connection with the Company's employee benefit plans and registrations of securities to be offered by the Company in connection with acquisitions, mergers or similar transactions), it will at such time give written notice to Holder of its intention to do so. Upon the written request of Holder given within 15 days after receipt of any such notice (which request shall specify the Warrant Shares intended to be sold or disposed of by Holder and describe the nature of any proposed sale or other disposition thereof), the Company shall use commercially reasonable efforts, but shall not be obligated, to cause all such Warrant Shares specified in such request to be so registered. In the event that any such registration shall be underwritten, if the underwriters notify the Company in writing that the inclusion in such underwriting of such Warrant Shares would materially and adversely affect the underwriting, the Company shall have the right not to include such Warrant Shares.

(b) *Other Registrations.* If, in connection with a registration under the Securities Act, any Warrant Shares require registration or qualification with or approval of any United States or state governmental official or authority other than registration under the Securities Act before the Warrant Shares may be sold, the Company shall use commercially reasonable efforts to cause any such Warrant Shares to be duly registered or approved as may be required; *provided, however,* that the Company shall not be required to give a general consent to service of process or to qualify as a foreign corporation or subject itself to taxation as doing business in any such state.

(c) *Registration Obligations.* The Company shall deliver to Holder after effectiveness of any registration under this Warrant such reasonable number of copies of a definitive prospectus included in such registration statement and of any revised or supplemental prospectus filed as Holder may from time to time request. The Company shall file post-effective amendments or supplements to such registration statement for a period of up to 90 days after the commencement of the offering and so long as a prospectus is required to be delivered under the Act in order that the registration statement may be effective at all times during such period and at all times comply with the various applicable federal and state securities laws (after which period the Company may withdraw such Warrant Shares from registration), and shall deliver copies of the prospectus contained therein as hereinabove provided. Holder shall notify the Company when his sales are completed.

Prior to filing a registration statement which includes Warrant Shares, the Company shall (i) provide copies of such registration statement at a reasonable time before it is filed for the review of Holder and the underwriters of Holder; and (ii) make available to such Holders or underwriters the appropriate employees and records for purposes of performing the requisite "due diligence".

(d) *Expenses.* In any registration pursuant to Section 10 of this Warrant, Holder shall pay the Company for the incremental portion of the federal and state registration and filing fees attributable to the Warrant Shares and shall pay all underwriting commissions, discounts, underwriting expenses and taxes attributable to the Warrant Shares.

(e) *Indemnity.* The Company shall indemnify Holder and each underwriter of Warrant Shares (and any person who controls such underwriter within the meaning of Section 15 of the Securities Act) against all claims, losses, damages, liabilities and expenses resulting from any untrue statement or alleged untrue statement of a material fact contained in a prospectus or in any related registration statement, notification or the like or from any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as the same may have been based upon information furnished in writing to the Company by Holder or such underwriter expressly for use therein and used in accordance with such writing.

Holder shall furnish to the Company such information concerning Holder as may be requested by the Company which is necessary in connection with any registration or qualification of Warrant Shares pursuant to Section 10(a) hereof, and to indemnify the Company, its officers and directors and each underwriter of the Company's securities (and any person who controls the Company or any such underwriter within the meaning of Section 15 of the Securities Act), against all claims, losses, damages, liabilities and expenses resulting from any untrue statement or alleged untrue statement of material fact contained in a prospectus or any related registration statement, notification or the like, or omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, to the extent the same was derived from information furnished in writing to the Company by Holder expressly for use therein and used in accordance with such writing.

If any action is brought or any claim is made against any persons indemnified pursuant to this Section in respect of which indemnity may be sought against the indemnitor pursuant to this Section, such person shall promptly notify the indemnitor in writing of the institution of such action or the making of such claim and the indemnitor shall promptly notify the indemnitor in writing of the institution of such action or the making of such claim and the indemnitor shall assume the defense of such action or claim, including the employment of counsel and payment of expenses. Such person shall have the right to employ his own counsel in any such case, but the fees and expenses of such counsel shall be at the expense of such person unless the employment of such counsel shall have been authorized in writing by the indemnitor in connection with the defense of such action or claim or the indemnitor shall not have employed counsel to have charge of the defense of such action or claim or such indemnified party or parties shall have reasonably concluded that there may be defenses available to him which are different from or additional to those available to the indemnitor (in which the case the indemnitor shall have the right to direct any different or additional defense of such action or claim on behalf of the indemnified party or parties), in any of which events such fees and expenses of not more than one additional counsel for the indemnified person shall be borne by the indemnitor. Except as expressly provided above, in the event that the indemnitor shall not previously have assumed the defense of any such action or claim, at such time as the indemnitor does not assume the defense of such action or claim, the indemnitor shall thereafter be liable to any person indemnified pursuant to this Section for any legal or other expenses subsequently incurred by such person in investigating, preparing or defending against such action or claim. Anything in this Section to the contrary notwithstanding, the indemnitor shall not be liable for any settlement of any such claim or action effected without its written consent.

Section 12. Modification and Waiver. Neither this Warrant nor any term hereof may be changed, waived, discharged or terminated other than by an instrument in writing signed by the Company and by Holder.

Section 13. No Dilution or Impairment. The Company shall not participate in any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities, or take any other voluntary action, for the purpose of avoiding or seeking to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company, but shall at all times in good faith assist in carrying out all such action as may be reasonably necessary or appropriate in order to protect the exercise rights of the holder of this Warrant against dilution or other impairment.

Section 14. Notices. Any notice, request, direction, demand, consent, waiver, approval or other communication required or permitted to be given hereunder shall not be effective unless it is given in writing and shall be delivered (a) by electronic mail but only to the extent the receiving party acknowledges in writing (by reply email or otherwise) receipt and acceptance of service thereof by electronic mail, with such notice being effective upon such acknowledgement and acceptance, (b) by personal service or (c) by next business day delivery via a commercial overnight courier that guarantees next day delivery and provides a receipt, and addressed to the Holder at its address as shown on the books of the Company or to the Company at the address indicated therefor in the first paragraph of this Warrant. The giving of notice to any counsel or other advisors to a party hereto shall not constitute the giving of notice to a party hereto. Service of any such notice or other communications pursuant to clauses (b) or (c) above shall be deemed effective on the day of actual delivery (whether accepted or refused) and as confirmed by the courier service if by courier; provided, however, that if such actual delivery occurs after 5:00 p.m. (local time where received) or on a non-Business Day, then such notice or demand so made shall be deemed effective on the first Business Day immediately following the day of actual delivery. Except as provided herein to the contrary, no communications via electronic mail shall be effective to give any notice, request, direction, demand, consent, waiver, approval or other communications hereunder. Any notice, request or other document required or permitted to be given or delivered to Holder or the Company shall be delivered or shall be sent by certified mail, postage prepaid, to Holder at its address as shown on the books of the Company or to the Company at the address indicated therefor in the first paragraph of this Warrant.

Section 15. Payment of Taxes. The Company will pay all taxes (other than taxes based upon income) and other governmental charges that may be imposed with respect to the issue or delivery of Warrant Shares upon exercise of this Warrant, excluding any tax or other charge imposed in connection with any transfer involved in the issue and delivery of Warrant Shares in a name other than that in which the Warrant so exercised was registered.

Section 16. Descriptive Headings and Governing Law. The descriptive headings of the several sections and paragraphs of this Warrant are inserted for convenience only and do not constitute a part of this Warrant. This Warrant shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of California, without regard to its conflicts of laws principles.

[remainder intentionally left blank; signatures on following page]

IN WITNESS WHEREOF, the Company has duly caused this Warrant to be signed by its duly authorized officer and to be dated as of March 29, 2023.

BIOCORRX INC.

By: _____

Name: Lourdes Felix

Title: Chief Executive Officer

ACCEPTED AND AGREED:

By: _____

PURCHASE FORM

Dated _____, 2023

The undersigned hereby elects:

o to purchase _____ shares of Common Stock pursuant to the terms of the attached Warrant, and tenders herewith payment of the exercise price in full, together with all applicable transfer taxes, if any;

o to purchase the number of shares of Common Stock pursuant to the terms of the net exercise provisions set forth in Section 1(b) of the attached Warrant as shall be issuable upon net exercise of the portion of the attached Warrant relating to _____ shares, and shall tender payment of all applicable transfer taxes, if any;

The undersigned represents and warrants to BioCorRx Inc., a Nevada corporation, as of the date hereof the same statements with respect to the shares being acquired upon exercise of this warrant as are set forth in the Subscription Document dated _____, 2023, pursuant to which the above-referenced warrant was sold, regarding the securities purchased thereby.

Holder

By: _____

Print
Name: _____

Title: _____

ASSIGNMENT FORM

Dated _____, 2023

FOR VALUE RECEIVED, _____ hereby sells, assigns and transfers unto
_____ (the "Assignee"), (please type or print in block letters)

(insert address)

its right to purchase up to _____ shares of Common Stock represented by this Warrant No. _____ and does hereby irrevocably constitute and appoint _____ attorney, to transfer the same on the books of the Company, with full power of substitution in the premises.

Holder

By: _____

Print
Name: _____

Title: _____

BioCorRx Inc.

2390 East Orangewood Avenue
Suite 500
Anaheim, California 92806

The undersigned understands that BioCorRx Inc., a corporation organized under the laws of Nevada (the “**Company**”), desired to: (i) sell shares of its common stock, par value \$0.001 per share (the “**Common Stock**”), at a purchase price of \$1.75 per share (based on the average of the closing price for the last 20-trading days) (the “**Purchase Price**”); and (ii) one warrant to purchase one share of Common Stock for every one share of Common Stock purchased (the “**Warrants**”) (the shares of Common Stock and Warrants are collectively referred to herein as the “**Securities**”). Each Warrant shall have a term of 3 years with an exercise price of \$4.00. The undersigned further understands that the Securities will not be registered under the Securities Act of 1933, as amended (the “**Securities Act**”), or any securities law of any state of the United States or of any other jurisdiction, in reliance upon the exemption from securities registration afforded by Section 4(a)(2) of the Securities Act of 1933, as amended (the “**Securities Act**”), or Rule 506 of Regulation D of as promulgated by the Securities and Exchange Commission (the “**SEC**”), under the Securities Act, or Regulation S, as promulgated by the SEC under the Securities Act.

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

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

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

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

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

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

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

(c) Neither the execution or delivery by the undersigned of this Subscription Agreement to which the Company is a party, nor the consummation or performance by the Company of the transactions contemplated hereby or thereby will, directly or indirectly, (a) contravene, conflict with, or result in a violation of any provision of the organizational documents of the Company; (b) contravene, conflict with, constitute a default (or an event or condition which, with notice or lapse of time or both, would constitute a default) under, or result in the termination or acceleration of, any agreement or instrument to which the Company is a party or by which the properties or assets of the Company are bound; or (c) contravene, conflict with, result in any breach of, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, impair the rights of the undersigned under, or alter the obligations of any person under, or create in any person the right to terminate, amend, accelerate or cancel, or require any notice, report or other filing (whether with a governmental authority or any other person) pursuant to, or result in the creation of a lien on any of the assets or properties of the Company under, any note, bond, mortgage, indenture, contract, lease, license, permit, franchise or other instrument or obligation to which the Company is a party or any of the Company's assets and properties are bound or affected.

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

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

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

(a) General.

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

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

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

(iv) Neither the execution or delivery by the undersigned of this Subscription Agreement to which the undersigned is a party, nor the consummation or performance by the undersigned of the transactions contemplated hereby or thereby will, directly or indirectly, (a) contravene, conflict with, or result in a violation of any provision of the organizational documents of the undersigned (if the undersigned is not a natural person).

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

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

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

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

(ii) Restricted Securities. The undersigned understands that the Securities are characterized as “restricted securities” under the Securities Act inasmuch as this Subscription Agreement contemplates that, if acquired by the shareholder pursuant hereto, the Securities would be acquired in a transaction not involving a public offering. The issuance of the Securities hereunder is being effected in reliance upon an exemption from registration afforded by Section 4(a)(2) of the Securities Act, or Rule 506 of Regulation D of as promulgated by the SEC under the Securities Act, or Regulation S, as promulgated by the SEC under the Securities Act. The undersigned further acknowledges that if the Securities are issued to the undersigned in accordance with the provisions of this Subscription Agreement, such Securities may not be resold without registration under the Securities Act or the existence of an exemption therefrom. The undersigned represents that he is familiar with Rule 144 under the Securities Act (“**Rule 144**”), as presently in effect, and understands the resale limitations imposed thereby and by the Securities Act.

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

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

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

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

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

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

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

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

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

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

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

(H) Any partnership or corporation if (i) organized or incorporated under the laws of any foreign jurisdiction and (ii) formed by a U.S. person principally for the purpose of investing in securities not registered under the Securities Act, unless it is organized or incorporated, and owned, by accredited investors (as defined in Rule 501(a) of Regulation D promulgated under the Securities Act) who are not natural persons, estates or trusts. "United States" or "U.S." means the United States of America, its territories and possessions, any State of the United States, and the District of Columbia; (iii) The undersigned understands that no action has been or will be taken in any jurisdiction by the Company that would permit a public offering of the Securities in any country or jurisdiction where action for that purpose is required; (iv) the undersigned (i) as of the execution date of this Agreement is not located within the United States, and (ii) is not purchasing the Securities for the account or benefit of any U.S. person except in accordance with one or more available exemptions from the registration requirements of the Securities Act or in a transaction not subject thereto; (v) the undersigned will not resell the Securities except in accordance with the provisions of Regulation S (Rule 901 through 905 and Preliminary Notes thereto), pursuant to a registration under the Securities Act, or pursuant to an available exemption from registration; (vi) the undersigned will not engage in hedging transactions with regard to shares of the Company prior to the expiration of the distribution compliance period specified in Category 2 or 3 (paragraph (b) (2) or (b)(3)) in Rule 903 of Regulation S, as applicable, unless in compliance with the Securities Act; and as applicable, shall include statements to the effect that the securities have not been registered under the Securities Act and may not be offered or sold in the United States or to U.S. persons (other than distributors) unless the securities are registered under the Securities Act, or an exemption from the registration requirements of the Securities Act is available; and (vii) no form of "directed selling efforts" (as defined in Rule 902 of Regulation S under the Securities Act), general solicitation or general advertising in violation of the Securities Act has been or will be used nor will any offers by means of any directed selling efforts in the United States be made by the undersigned or any of their representatives in connection with the offer and sale of the Securities.

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

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

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

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL TO THE HOLDER (IF REQUESTED BY THE COMPANY), IN A FORM REASONABLY ACCEPTABLE TO THE COMPANY, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD OR ELIGIBLE TO BE SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES; PROVIDED THAT IN CONNECTION WITH ANY FORECLOSURE OR TRANSFER OF THE SECURITIES, THE TRANSFEROR SHALL COMPLY WITH THE PROVISIONS HEREIN, IN THE SUBSCRIPTION AGREEMENT AND THE REGISTRATION RIGHTS AGREEMENT, AND UPON FORECLOSURE OR TRANSFER OF THE SECURITIES, SUCH FORECLOSING PERSON OR TRANSFEREE SHALL COMPLY WITH ALL PROVISIONS CONTAINED HEREIN, IN THE SUBSCRIPTION AGREEMENT AND THE REGISTRATION RIGHTS AGREEMENT.

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

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

(f) Non-Reliance.

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

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

(g) Section 13 or Section 16 Filings. The undersigned acknowledges and agrees that the undersigned is solely responsible for determining whether the undersigned is required to make any filings under Section 13 or Section 16 of the Exchange Act of 1934, as amended, and making all such filings. The undersigned shall be solely responsible for any attorneys' fees or other costs associated with such determinations and filings.

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

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

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

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

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

(iv) Company shall have completed, executed, and delivered to the undersigned a Warrant (a form of the Warrant is attached hereto as

Exhibit B).

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

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

(ii) The undersigned shall have executed this Subscription Agreement to which it is a party and delivered the same to the Company.

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

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

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement this 29th day of March, 2023.

PURCHASER (if an individual):

PURCHASER (if an entity):

By _____
Name:

Legal Name of Entity

By _____
Name:
Title:

By _____
Name:
Title:

Place of Domicile or Formation:

Aggregate Subscription Amount: \$300,000

The offer to purchase Securities as set forth above is confirmed and accepted by the Company as to 171,296 shares of Common Stock and 171,296 Warrants to purchase shares of Common Stock .

BIOCORRX INC.

By: _____
Name: Lourdes Felix
Title: CEO

APPENDIX A

CONSIDERATION TO BE DELIVERED

<u>Securities to Be Acquired</u>	<u>Purchase Price</u>	<u>Aggregate Purchase Price to be Paid</u>
(i) 171,296 shares of Common Stock; and (ii) one warrant to purchase one share of the Company's common stock for every one share of Common Stock purchased. Each Warrant shall have a term of 3 years with an exercise price of \$4.00.	\$1.75 (based on the average of the closing price for the last 20-trading days per share)	\$300,000

EXHIBIT B

WARRANT

See the attached.

EXCHANGE AGREEMENT

THIS EXCHANGE AGREEMENT, is dated as of April 03, 2023 (this “**Agreement**”), by and among **BioCorRx Inc.**, a Nevada corporation (the “**Company**”) and, (the “**Holder**”).

WHEREAS, the Holder is the holder of (i) Exhibit A; describe other securities being exchanged for shares of common stock;

WHEREAS, the Company and Holder have agreed pursuant hereto to an exchange of the Promissory Note owned by the Holder for shares of the Company’s common stock, par value \$0.001 per share (the “**Common Stock**”); and

WHEREAS, the exchange provided for hereby is being made in reliance upon the exemption from registration provided by Section 4(a)(2) of the Securities Act of 1933, as amended (the “**Securities Act**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Exchange. Effective as of the date hereof, the Holder shall exchange the Promissory Note for that number of shares of Common Stock set forth in Schedule A hereto. Holder shall exchange Promissory Note owned by it by surrendering to the Company such Promissory Note (and the corresponding certificates, if any, evidencing the same) (the “**Holder Deliveries**”). Upon such surrender, the Company shall issue to the Holder the number of shares of Common Stock set forth on Schedule A hereto. Upon surrender of the Holder Deliveries, the Promissory Note owned by the Holder shall be canceled on the books of the Company and all of such Holder’s rights with respect thereto shall automatically cease and terminate, and such Holder, by executing and becoming a party to this Agreement, shall be deemed to have consented to the cancellation of the Promissory Note.

2. Representations and Warranties of the Company. The Company hereby represents and warrants to the Holder that:

(a) the Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada;

(b) all corporate action on the part of the Company necessary for the authorization, execution and delivery of this Agreement, and the performance of all obligations hereunder, have been taken on or prior to the date hereof. This Agreement has been validly authorized, executed and delivered by the Company, and constitutes the legal, valid and binding obligations of the Company, enforceable against them in accordance with their terms, except as such enforceability may be limited by general principles of equity or by applicable bankruptcy, insolvency, reorganization, moratorium, liquidation and other similar laws relating to, or affecting generally, the enforcement of applicable creditors’ rights and remedies; and

(c) the shares of Common Stock issued in accordance herewith have been duly authorized and validly issued and are fully paid and non-assessable.

3. Representations and Warranties of the Holder. The Holder hereby represents and warrants to the Company that:

(a) Holder is an individual;

(b) all actions on the part of the Holder necessary for the authorization, execution and delivery of this Agreement, and the performance of all obligations hereunder, have been taken on or prior to the date hereof; this Agreement is validly authorized, executed and delivered by the Holder and constitutes the legal, valid and binding obligations of the Holder, enforceable against the Holder in accordance with its terms, except as such enforcement may be limited by general principles of equity or by applicable bankruptcy, insolvency, reorganization, moratorium, liquidation and other similar laws relating to, or affecting generally, the enforcement of applicable creditors' rights and remedies;

(c) Holder is acquiring the shares of Common Stock for its own account only and not with view towards, or for sale in connection with, the public sale or distribution thereof;

(d) Holder is an "accredited investor" as that term is defined in Rule 501 of Regulation D, as promulgated under the Securities Act;

(e) Holder understands that the shares of Common Stock for are being issued to it in reliance on specific exemptions from the registration requirements of United States federal and state securities laws and that the Company is relying in part upon the truth and accuracy of, and such Holder's compliance with, the representations, warranties, acknowledgements, and understandings of such Holder set forth herein in order to determine the availability of such exemptions and the eligibility of such Holder to acquire the shares of Common Stock;

(f) Holder and its advisors, if any, have been furnished with all materials relating to the business, finances and operations of the Company and materials relating to the offer and issuance of the shares of Common Stock; Holder has had the opportunity to review the Company's filings with the Securities and Exchange Commission; Holder and its advisors, if any, have been afforded the opportunity to ask questions of the Company; neither such inquiries nor any other due diligence investigations conducted by Holder or its advisors, if any, or its representatives shall modify, amend or affect Holder's right to rely on the Company's representations and warranties contained herein; Holder has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision with respect to its acquisition of the shares of Common Stock; Holder is relying solely on its own accounting, legal and tax advisors, and not on any statements of the Company or any of its agents or representatives, for such accounting, legal and tax advice with respect to its acquisition of the shares of Common Stock and the transactions contemplated by this Agreement;

(g) Holder understands that no United States federal or state agency or any other government or governmental agency has passed on or made any recommendation or endorsement of the shares of Common Stock or the fairness or suitability of the investment nor have such authorities passed upon or endorsed the merits of the offering of the shares of Common Stock; and

(h) Holder understands and acknowledges that, upon its execution of this Agreement, any and all Promissory Note owned by it will be automatically cancelled and any and all Warrants owned by it will be automatically forfeited, in each instance without further action on the part of the Company or Holder except as otherwise set forth herein, and Holder releases the Company from any and all obligations of the Company to Holder under the Promissory owned by it; without limiting the generality of the preceding sentence, such Holder hereby surrenders and waives all rights that it has in respect of all of its Promissory Note and the Warrants.

4. Miscellaneous.

(a) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Nevada without giving effect to principles of conflicts of law.

(b) Entire Agreement. This Agreement contain the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements or understandings between the parties with respect thereto.

(c) Successors. This Agreement will inure to the benefit of any successor in interest to a party or any person that after the date hereof may acquire any subsidiary or division of a party.

(d) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which will constitute the same agreement.

[Signature Page(s) Follow this Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year set forth above.

BIOCORRX INC.

By: _____

Name: Lourdes Felix

Title: CEO & CFO

HOLDER:

By: _____
Name:

SCHEDULE A

Name and Address of Holder	Promissory Note including interest Exchanged/Surrendered as of []	Shares of Common Stock Issuable in Exchange as determined based on the average closing price on the twenty trading days immediately preceding the date of this executed agreement.

