
**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 25, 2018**

ICOX INNOVATIONS INC.

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction
of incorporation)

000-55049

(Commission
File Number)

27-3098487

(IRS Employer
Identification No.)

4101 Redwood Ave., Building F, Los Angeles, CA 90066

(Address of principal executive offices and Zip Code)

Registrant's telephone number, including area code: **424.570.9446**

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:

- 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.

Item 1.01 Entry into a Material Definitive Agreement

Effective as of June 25, 2018, we entered into an amendment agreement to amend the business services agreement dated October 18, 2017 with Business Instincts Group Inc. (“BIG”), whereby the parties agreed to increase the base fee for BIG’s provision of strategic leadership, analysis, project management and administrative management to \$105,000 per month from \$35,000 per month, effective as of June 1, 2018. We also agreed to pay BIG a bonus in the amount of \$280,000 payable on or before June 30, 2018. All other terms of the business services agreement are unaffected and continue in full force and effect. Our chairman and director, Cameron Chell, is a director, officer and an indirect shareholder of BIG.

Item 9.01 Financing Statements and Exhibits

(d) *Exhibits*

10.1 [Amendment Agreement dated effective as of June 25, 2018 with Business Instincts Group Inc.](#)

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.

ICOX INNOVATIONS INC.

/s/ Bruce Elliott

Bruce Elliott
President

June 29, 2018

AMENDMENT AGREEMENT

This Amendment Agreement dated effective as of June 25, 2018 (this “**Agreement**”) between Business Instincts Group Inc. (“**BIG**”) and ICOx Innovations Inc. (“**ICOx**”).

WHEREAS:

- A. BIG and ICOx are parties to that certain Business Services Agreement dated October 18, 2017 (the “**BSA**”) (each, a “**Party**” and together, the “**Parties**”); and
- B. The Parties wish to amend the BSA on the terms and conditions of this Agreement.

THIS AGREEMENT WITNESSES that, in consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties, the Parties agree as follows:

1. Interpretation

- 1.1. All capitalized terms in this Agreement not otherwise defined shall have the meanings as specified in the BSA.

2. Amendment

- 2.1. Each of the Parties agree that Schedule A is amended as follows:

- (a) the Base Fee be increased from \$35,000 to \$105,000 per month effective as of June 1, 2018; and
- (b) the following be added to Schedule A:

“In addition to the above fees, the Client agrees to pay BIG a bonus of \$280,000 payable on or before June 30, 2018.”

3. Miscellaneous

- 3.1. The execution and delivery of this Agreement by the Parties and all other agreements and instruments as contemplated in this Agreement have been duly authorized by all necessary corporate action, and do not conflict with either Party’s constating documents or agreements or instruments of such Party.
 - 3.2. Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of United States.
 - 3.3. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable in the Province of British Columbia.
 - 3.4. This Agreement may only be amended, supplemented or otherwise modified by written agreement signed by all of the Parties.
 - 3.5. Except as amended hereby, each of the Parties agree that the BSA continues to be binding, unchanged, and in full force and effect. Upon execution of this Agreement by each of the Parties, the BSA and this Agreement will be read and construed as one agreement (together, the “**Amended Agreement**”). The Amended Agreement contains the entire understanding of the Parties with respect to the subject matter of this Agreement and the BSA and cancels and supersedes any prior understandings, agreements, negotiations and discussions, whether written or oral, between the Parties.
 - 3.6. The Parties agree to execute and deliver such further and other papers, cause such meetings to be held and resolutions passed enacted, exercise their vote and influence, and do and perform and cause to be done and performed, such further and other acts and things that may be necessary or desirable in order to give full effect to this Agreement and every part thereof.
 - 3.7. This Agreement may be executed in any number of counterparts (including counterparts by facsimile or other electronic transmission) and all such counterparts taken together will be deemed to constitute one and the same instrument. The Party sending the facsimile or other electronic transmission will also deliver the original signed counterpart to the other Party, however, failure to deliver the original signed counterpart shall not invalidate this Agreement.
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IN WITNESS WHEREOF the Parties have executed this Amendment Agreement on June 26, 2018.

ICOX INNOVATIONS INC.

By: /s/ Michael Blum

Name: Michael Blum

Title: Chief Financial Officer

BUSINESS INSTINCTS GROUP INC.

By: /s/ Cameron Chell

Name: Cameron Chell

Title: Chief Executive Officer
