

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "DIGICORP, INC.", FILED IN THIS OFFICE ON THE THIRTIETH DAY OF MAY, A.D. 2006, AT 5:26 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

4159867 8100

060519726



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State
AUTHENTICATION: 4794154

DATE: 06-02-06

CERTIFICATE OF INCORPORATION

OF

DIGICORP, INC.

FIRST: The name of the Corporation (hereinafter called the "Corporation") is

Digicorp, Inc.

SECOND: The address of the Corporation's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801; and the registered agent of the Corporation in the State of Delaware at such address is The Corporation Trust Company.

THIRD: The nature of the business and the purposes to be conducted and promoted by the Corporation are as follows:

To conduct any lawful business, to promote any lawful purpose, and to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH: The Corporation is authorized to issue two classes of stock. One class of stock shall be Common Stock, par value \$0.001 per share. The second class of stock shall be Preferred Stock, par value \$0.001 per share. The Preferred Stock, or any series thereof, shall have such designations, preferences and relative, participating, optional or other special rights and qualifications, limitations or restrictions thereof as shall be expressed in the resolution or resolutions providing for the issue of such stock adopted by the Board of Directors and may be made dependent upon facts ascertainable outside such resolution or resolutions of the Board of Directors, provided that the matter in which such facts shall operate upon such designations, preferences, rights and qualifications; limitations or restrictions of such class or series of stock is clearly and expressly set forth in the resolution or resolutions providing for the issuance of such stock by the Board of Directors.

The total number of shares of stock of each class which the Corporation shall have authority to issue and the par value of each share of each class of stock are as follows:

<u>Class</u>	<u>Par Value</u>	<u>Authorized Shares</u>
Common	\$0.001	60,000,000
Preferred	\$0.001	<u>1,000,000</u>
Total:		<u>61,000,000</u>

FIFTH: The name and the mailing address of the incorporator are as follows:

NAME

MAILING ADDRESS

William B. Horne

c/o Digicorp, Inc.
4143 Glencoe Avenue
Marina Del Rey, CA 90292

SIXTH: The Corporation is to have perpetual existence.

SEVENTH: For the management of the business and for the conduct of the affairs of the Corporation, and in further definition, limitation, and regulation of the powers of the Corporation and of its directors and of its stockholders or any class thereof, as the case may be, it is further provided:

(a) Powers and Numbers of Directors. The management of the business and the conduct of the affairs of the Corporation shall be vested in its Board of Directors. The number of directors which shall constitute the whole Board of Directors shall be fixed exclusively by one or more resolutions adopted by the Board of Directors and not inconsistent with the Certificate of Incorporation of the Corporation.

(b) Removal of Directors. Except as may otherwise be provided by Delaware General Corporation Law, any director or the entire Board of Directors may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors.

(c) Vacancies. Subject to the rights of the holders of any series of Preferred Stock, any vacancies on the Board of Directors resulting from death, resignation, disqualification, removal or other causes and any newly created directorships resulting from any increase in the number of directors, shall, unless the Board of Directors determines by resolution that any such vacancies or newly created directorships shall be filled by the stockholders, except as otherwise provided by law, be filled only by the affirmative vote of a majority of the directors then in office, even though less than a quorum of the Board of Directors, and not by the stockholders. Any director elected in accordance with the preceding sentence shall hold office for the remainder of the full term of the director for which the vacancy was created or occurred and until such director's successor shall have been elected and qualified.

(d) Bylaw Amendments. The Board is expressly empowered to adopt, amend or repeal the Bylaws of the Corporation. The stockholders shall also have power to adopt, amend or repeal the Bylaws of the Corporation; provided, however, that, in addition to any vote of the holders of any class or series of stock of the Corporation required by law or by this Certificate of Incorporation, the affirmative vote of the holders of a majority of the voting power of all of the then-outstanding shares of the capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required to adopt, amend or repeal any provision of the Bylaws of the Corporation. The directors of the Corporation need not be elected by written ballot unless the Bylaws so provide.

(e) Stockholder Action. No action shall be taken by the stockholders of the Corporation except at an annual or special meeting of stockholders called in accordance with the Bylaws.

(f) Advance Notice. Advance notice of stockholder nominations for the election of directors and of business to be brought by stockholders before any meeting of the stockholders of the Corporation shall be given in the manner provided in the Bylaws of the Corporation.

EIGHTH:

(a) A current or former director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability: (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders; (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law; (iii) under Section 174 of the General Corporation Law of the State of Delaware; or (iv) for any transaction from which the director derived any improper personal benefit. If the General Corporation Law of the State of Delaware is hereafter amended to further reduce or to authorize, with the approval of the Corporation's stockholders, further reductions in the liability of the Corporation's directors for breach of fiduciary duty, then a current or former director of the Corporation shall not be liable for any such breach to the fullest extent permitted by the General Corporation Law of the State of Delaware as so amended.

(b) To the extent permitted by applicable law, this Corporation is also authorized to provide indemnification of, and advancement of expenses to, its agents (and any other persons to which Delaware law permits this Corporation to provide indemnification) in excess of the indemnification and advancement otherwise permitted by Section 145 of the General Corporation Law of the State of Delaware through bylaw provisions, agreements with such agents (or other persons), the requisite vote of stockholders or disinterested directors or otherwise, subject only to limits created by applicable Delaware law (statutory or non-statutory), with respect to actions for breach of duty to the Corporation, its stockholder and others.

(c) Any repeal or modification of any of the foregoing provisions of this section shall be prospective and shall not adversely affect any right or protection of a director, officer, agent or other person existing at the time of, or increase the liability of any director of the Corporation with respect to any acts or omissions of such director occurring prior to, such repeal or modification.

NINTH: The Corporation shall, to the fullest extent permitted by the provisions of Section 145, and any other relevant provisions, of the General Corporation Law of the State of Delaware, as the same may be amended and supplemented, indemnify any and all persons whom it shall have power to indemnify under said section from and against any and all of the expenses, liabilities, or other matters referred to in or covered by said section, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified

may be entitled under any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such person.

TENTH: From time to time any of the provisions of this certificate of incorporation may be amended, altered, or repealed, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted in the manner and at the time prescribed by said laws, and all rights at any time conferred upon the stockholders of the Corporation by this certificate of incorporation are granted subject to the provisions of this Article TENTH.

I, The Undersigned, for the purpose of forming a corporation under the laws of the State of Delaware, do make, file and record this Certificate, and do certify that the facts herein stated are true, and I have accordingly hereunto set my hand this 30th day of May 2006.

/s/ William B. Horne

William B. Horne

Incorporator



State of Utah
DEPARTMENT OF COMMERCE
Division of Corporations & Commercial Code

File Number:

Non-Refundable Processing Fee:	
<input type="checkbox"/> Domestic	\$25.00
<input checked="" type="checkbox"/> Foreign	\$35.00

Articles of Merger / Share Exchange

Digicorp
the non-surviving corporation

Into
Digicorp, Inc.
the surviving corporation

ARTICLE I - Surviving Corporation

Section 1

The name of the corporation surviving the merger is Digicorp, Inc.
and such name ☐ has ☒ has not been changed as a result of the merger.

Section 2

- A. The surviving corporation is a domestic corporation existing pursuant to the provisions of the Utah Revised Business Corporation Act incorporated on _____.
- B. The surviving corporation is a foreign corporation incorporated under the laws of the State of Delaware and ☐ qualified ☒ not qualified to do business in Utah.
Note: If application for Certificate of Authority to Transact Business is filed concurrently herewith state "Upon approval of Application for Certificate of Authority."
- C. The effective date of the merger described herein shall be the date upon which these Articles are filed with the Utah Division of Corporations and Commercial Code, or _____.

ARTICLE II - Non-surviving Corporation(s)

The name, state of incorporation, and date incorporation or qualification (if applicable) respectively, of each Utah domestic corporation and Utah qualified foreign corporation, other than the survivor, which is party to the merger are as follows:

Name of Corporation:	<u>Digicorp</u>	Date of Incorporation / Qualification in Utah:	<u>July 19, 1983</u>
State of Domicile:	<u>Utah</u>		
Name of Corporation:	_____	Date of Incorporation / Qualification in Utah:	_____
State of Domicile:	_____		
Name of Corporation:	_____	Date of Incorporation / Qualification in Utah:	_____
State of Domicile:	_____		
Name of Corporation:	_____	Date of Incorporation / Qualification in Utah:	_____
State of Domicile:	_____		
Name of Corporation:	_____	Date of Incorporation / Qualification in Utah:	_____
State of Domicile:	_____		

ARTICLE III - Plan of Merger or Share Exchange

The Plan of Merger or Share Exchange, containing such information as required by Utah Code 16-10a-1101, is set forth in "Exhibit A", attached hereto and made a part hereof.

ARTICLE IV - Manner of Adoption & Vote of Surviving Corporation (must complete Section 1 or 2)

Section 1

☐ Shareholder vote not required.

The merger/ share exchange was adopted by the incorporators or board of directors without shareholder action and shareholder action was not required.

Section 2

☒ Vote of shareholders (complete either A or B)

The designation (i.e., common, preferred or any classification where different classes of stock exist), number of outstanding shares, number of votes entitled to be cast by each voting group entitled to vote separately on the merger / share exchange and the number of votes of each voting group represented at the meeting is set forth below:

A. Unanimous written consent executed on July 14, 2006 and signed by all shareholders entitled to vote.

B. Vote of shareholders during a meeting called by the Board of Directors.

Designation of each voting group (i.e. preferred and common)
Number of outstanding shares
Number of votes entitled to be cast
Number of votes represented at meeting
Shares voted in favor
Shares voted against

<u>TOTAL</u>	<u>A</u>	<u>B</u>	<u>C</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

ARTICLE V - Manner of Adoption & Vote of Non-surviving Corporation (must complete Section 1 or 2)**Section 1**

☐ Shareholder vote not required.

The merger/ share exchange was adopted by the incorporators or board of directors without shareholder action and shareholder action was not required.

Section 2

☒ Vote of shareholders (complete either A or B)

The designation (i.e., common, preferred or any classification where different classes of stock exist), number of outstanding shares, number of votes entitled to be cast by each voting group entitled to vote separately on the merger / share exchange and the number of votes of each voting group represented at the meeting is set forth below:

A. Unanimous written consent executed on _____, 20__ and signed by all shareholders entitled to vote.

B. Vote of shareholders during a meeting called by the Board of Directors.

Designation of each voting group (i.e. preferred and common)
Number of outstanding shares
Number of votes entitled to be cast
Number of votes represented at meeting
Shares voted in favor
Shares voted against

<u>TOTAL</u>	<u>A</u>	<u>B</u>	<u>C</u>
common	_____	_____	_____
37,239,002	_____	_____	_____
37,239,002	_____	_____	_____
26,442,046	_____	_____	_____
26,435,446	_____	_____	_____
6,400	_____	_____	_____

In Witness Whereof, the undersigned being the CEO of the surviving corporation executes these Articles of Merger / Share Exchange and verifies, subject to penalties of perjury that the statements contained herein are true, this 6 day of October, 2006

Signature

Jay Rifkin

Printed Name

Mail In: PO Box 146705
 Salt Lake City, UT 84114-6705
 Walk In: 160 East 300 South, Main Floor
 Information Center: (801) 530-4849
 Toll Free: (877) 526-3994 (within Utah)
 Fax: (801) 530-6438
 Web Site: <http://www.commerce.utah.gov>

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER adopted by Digicorp, a corporation organized under the laws of the State of Utah (the "Company"), by resolution of its Board of Directors on October 6, 2006, and adopted by Digicorp, Inc., a corporation organized under the laws of the State of Delaware ("Digicorp"), by resolution of its Board of Directors on October 6, 2006. The names of the corporations planning to merge are Digicorp, a corporation organized under the laws of the State of Utah, and Digicorp, Inc., a corporation organized under the laws of the State of Delaware. The name of the surviving corporation into which the Company plans to merge is Digicorp, Inc., a Delaware corporation.

1. The Company and Digicorp shall, pursuant to the provisions of Section 16-10a-1107 of the Utah Business Corporation Act and the provisions of the laws of the jurisdiction of organization of the surviving corporation, be merged with and into a single corporation, to wit, Digicorp, which shall be the surviving corporation at the effective time and date of the merger and which is sometimes hereinafter referred to as the "surviving corporation", and which shall continue to exist as said surviving corporation under its present name pursuant to the provisions of laws of the jurisdiction of its organization. The separate existence of the Company, which is sometimes hereinafter referred to as the "non-surviving corporation", shall cease at the effective time and date of the merger in accordance with Section 16-10a-1107 of the Utah Business Corporation Act.
 2. The present Certificate of Incorporation of the surviving corporation shall be the Certificate of Incorporation of said surviving corporation and said Certificate of Incorporation shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the laws of the jurisdiction of organization of the surviving corporation.
 3. The present bylaws of the surviving corporation will be the bylaws of said surviving corporation and will continue in full force and effect until changed, altered, or amended as therein provided and in the manner prescribed by the provisions of the laws of the jurisdiction of organization of the surviving corporation.
 4. The directors and officers in office of the surviving corporation at the effective time and date of the merger shall be the members of the first Board of Directors and the first officers of the surviving corporation, all of whom shall hold their respective offices until their successors are elected and qualified, or until their tenure is otherwise terminated in accordance with the bylaws of the surviving corporation.
 5. Each issued share of the non-surviving corporation immediately before the effective time and date of the merger shall be converted into one share of the surviving corporation. The issued shares of the surviving corporation shall not be converted or exchanged in any manner, but each said share which is issued at the effective time and date of the merger shall continue to represent one issued share of the surviving corporation.
 6. The Plan of Merger herein made and approved shall be submitted to the shareholders of the non-surviving corporation and to the shareholders of the surviving corporation for their approval or rejection in the manner prescribed by the provisions of Section 16-10a-1105 of
-

the Utah Business Corporation Act and the provisions of the laws of the jurisdiction of incorporation of the surviving corporation.

7. In the event that the Plan of Merger shall have been approved by the shareholders entitled to vote of the non-surviving corporation in the manner prescribed by Section 16-10a-1107 of the Utah Business Corporation Act and by the shareholders entitled to vote of the surviving corporation in the manner prescribed by the laws of the jurisdiction of its incorporation, the non-surviving corporation and the surviving corporation hereby stipulate that they will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the State of Utah, and that they will cause to be performed all necessary acts therein and elsewhere to effectuate the merger.

8. The Board of Directors and the proper officers of the non-surviving corporation and the Board of Directors and the proper officers of the surviving corporation, respectively, are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan of Merger or of the merger herein provided for.

Dated: October 6, 2006

DIGICORP
a Utah corporation

By: 
Name: Jay Rifkin
Title: Chief Executive Officer

DIGICORP, INC.
a Delaware corporation

By: 
Name: Jay Rifkin
Title: Chief Executive Officer

**STATE OF DELAWARE
CERTIFICATE OF MERGER OF
FOREIGN CORPORATION INTO
A DOMESTIC CORPORATION**

Pursuant to Title 8, Section 252 of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is Digicorp, Inc.
Digicorp, a Delaware corporation, and the name
of the corporation being merged into this surviving corporation is
Digicorp, a Utah
corporation.

SECOND: The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations pursuant to Title 8 Section 252 of the General Corporation Law of the State of Delaware.

THIRD: The name of the surviving corporation is Digicorp, Inc.
, a Delaware corporation.

FOURTH: The Certificate of Incorporation of the surviving corporation shall be its Certificate of Incorporation. (If amendments are affected please set forth)

FIFTH: The authorized stock and par value of the non-Delaware corporation is 50,000,000 shares authorized; \$0.001 par value

SIXTH: The merger is to become effective on October 6, 2006

SEVENTH: The Agreement of Merger is on file at 4143 Glencoe Ave, Unit B
Marina Del Rey, CA 90292 (and included as an attachment hereto), an office of
the surviving corporation.

EIGHTH: A copy of the Agreement of Merger will be furnished by the surviving corporation on request, without cost, to any stockholder of the constituent corporations.

IN WITNESS WHEREOF, said surviving corporation has caused this certificate to be signed by an authorized officer, the 6th day of October, A.D., 2006

By: [Signature]
Authorized Officer

Name: Jay Rifkin
Print or Type

Title: CEO

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER adopted by Digicorp, a corporation organized under the laws of the State of Utah (the "Company"), by resolution of its Board of Directors on October 6, 2006, and adopted by Digicorp, Inc., a corporation organized under the laws of the State of Delaware ("Digicorp"), by resolution of its Board of Directors on October 6, 2006. The names of the corporations planning to merge are Digicorp, a corporation organized under the laws of the State of Utah, and Digicorp, Inc., a corporation organized under the laws of the State of Delaware. The name of the surviving corporation into which the Company plans to merge is Digicorp, Inc., a Delaware corporation.

1. The Company and Digicorp shall, pursuant to the provisions of Section 16-10a-1107 of the Utah Business Corporation Act and the provisions of the laws of the jurisdiction of organization of the surviving corporation, be merged with and into a single corporation, to wit, Digicorp, which shall be the surviving corporation at the effective time and date of the merger and which is sometimes hereinafter referred to as the "surviving corporation", and which shall continue to exist as said surviving corporation under its present name pursuant to the provisions of laws of the jurisdiction of its organization. The separate existence of the Company, which is sometimes hereinafter referred to as the "non-surviving corporation", shall cease at the effective time and date of the merger in accordance with Section 16-10a-1107 of the Utah Business Corporation Act.
 2. The present Certificate of Incorporation of the surviving corporation shall be the Certificate of Incorporation of said surviving corporation and said Certificate of Incorporation shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the laws of the jurisdiction of organization of the surviving corporation.
 3. The present bylaws of the surviving corporation will be the bylaws of said surviving corporation and will continue in full force and effect until changed, altered, or amended as therein provided and in the manner prescribed by the provisions of the laws of the jurisdiction of organization of the surviving corporation.
 4. The directors and officers in office of the surviving corporation at the effective time and date of the merger shall be the members of the first Board of Directors and the first officers of the surviving corporation, all of whom shall hold their respective offices until their successors are elected and qualified, or until their tenure is otherwise terminated in accordance with the bylaws of the surviving corporation.
 5. Each issued share of the non-surviving corporation immediately before the effective time and date of the merger shall be converted into one share of the surviving corporation. The issued shares of the surviving corporation shall not be converted or exchanged in any manner, but each said share which is issued at the effective time and date of the merger shall continue to represent one issued share of the surviving corporation.
 6. The Plan of Merger herein made and approved shall be submitted to the shareholders of the non-surviving corporation and to the shareholders of the surviving corporation for their approval or rejection in the manner prescribed by the provisions of Section 16-10a-1105 of
-

the Utah Business Corporation Act and the provisions of the laws of the jurisdiction of incorporation of the surviving corporation.

7. In the event that the Plan of Merger shall have been approved by the shareholders entitled to vote of the non-surviving corporation in the manner prescribed by Section 16-10a-1107 of the Utah Business Corporation Act and by the shareholders entitled to vote of the surviving corporation in the manner prescribed by the laws of the jurisdiction of its incorporation, the non-surviving corporation and the surviving corporation hereby stipulate that they will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the State of Utah, and that they will cause to be performed all necessary acts therein and elsewhere to effectuate the merger.

8. The Board of Directors and the proper officers of the non-surviving corporation and the Board of Directors and the proper officers of the surviving corporation, respectively, are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan of Merger or of the merger herein provided for.

Dated: October 6, 2006

DIGICORP
a Utah corporation

By: 
Name: Jay Rifkin
Title: Chief Executive Officer

DIGICORP, INC.
a Delaware corporation

By: 
Name: Jay Rifkin
Title: Chief Executive Officer

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

Form 10-QSB

(Mark One)

☒ QUARTERLY REPORT UNDER SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT
OF 1934 FOR THE QUARTERLY PERIOD ENDED SEPTEMBER 30, 2006

☐ TRANSITION REPORT UNDER SECTION 13 OR 15(d) OF THE EXCHANGE ACT
FOR THE TRANSITION PERIOD FROM _____ TO _____
COMMISSION FILE NUMBER _____

DIGICORP, INC.

(Exact name of small business issuer in its charter)

Delaware

87-0398271

(State or other jurisdiction of
incorporation or organization)

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

4143 Glencoe Avenue, Marina Del Rey, CA 90292

(Address of principal executive offices)

Issuer's telephone Number: (310) 728-1450

DIGICORP

(Former name, former address and former fiscal year,
if changed since last report)

Check whether the issuer (1) filed all reports required to be filed by Section
13 or 15(d) of the Exchange Act during the past 12 months (or for such shorter
period that the registrant was required to file such reports), and (2) has been
subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant is a shell company (as defined in
Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

APPLICABLE ONLY TO CORPORATE ISSUERS

State the number of shares outstanding of each of the issuer's classes of common
equity, as of the latest practicable date: As of December 4, 2006, the issuer
had 37,239,002 outstanding shares of Common Stock, \$.001 par value.

Transitional Small Business Disclosure Format (check one): Yes ☐ No ☒

TABLE OF CONTENTS

Page

PART I - FINANCIAL INFORMATION

Item 1.	Financial Statements (Unaudited).....	1
Item 2.	Management's Discussion and Analysis or Plan of Operation.....	12
Item 3.	Controls and Procedures.....	21

PART II - OTHER INFORMATION

Item 1.	Legal Proceedings.....	21
Item 2.	Unregistered Sales of Equity Securities and Use of Proceeds.....	21
Item 3.	Defaults Upon Senior Securities.....	21
Item 4.	Submission of Matters to a Vote of Security Holders.....	21
Item 5.	Other Information.....	21
Item 6.	Exhibits.....	21

SIGNATURES.....	22
-----------------	----

PART I - FINANCIAL INFORMATION

Item 1.	Financial Statements.
---------	-----------------------

DIGICORP

Consolidated Balance Sheets (Unaudited)

<TABLE>
<CAPTION>

September 30,
2006

December 31,
2005

ASSETS

CURRENT ASSETS

<S>	<C>		<C>
Cash and cash equivalents	\$	18,732	\$ 54,518
Accounts receivable, net		46,893	64,408
Inventories		76,672	130,168
Other current assets		51,339	253,633

TOTAL CURRENT ASSETS	193,636	502,727
Other long term assets	--	48,922
Property and equipment, net	257,974	83,016
Intangible assets, net	863,391	796,256
TOTAL ASSETS	\$ 1,315,001	\$ 1,430,921

LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)		
CURRENT LIABILITIES		
Accounts payable	\$ 310,932	\$ 189,095
Accrued liabilities	244,583	128,145
Revolving credit line - related party	50,000	--
Note payable - related party	293,000	73,000
Deferred revenue	72,432	80,211
TOTAL CURRENT LIABILITIES	970,947	470,451
LONG TERM LIABILITIES		
Convertible note payable - related party	556,307	556,307
Debt discount - beneficial conversion feature	(164,639)	(193,694)
TOTAL LONG TERM LIABILITIES	391,668	362,613
TOTAL LIABILITIES	1,362,615	833,064
COMMITMENTS AND CONTINGENCIES		
STOCKHOLDERS' EQUITY (DEFICIT)		
Common stock, \$0.001 par value: 50,000,000 shares authorized; 37,239,002 shares issued and outstanding as of September 30, 2006;		
36,737,184 shares issued and outstanding at December 31, 2005	37,239	36,737
Paid-in capital	3,981,435	958,982
Accumulated deficit	(4,066,288)	(397,862)
TOTAL STOCKHOLDERS' EQUITY (DEFICIT)	(47,614)	597,857
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)	\$ 1,315,001	\$ 1,430,921

</TABLE>

The accompanying notes are an integral part of these consolidated financial statements.

DIGICORP

Consolidated Statements of Operations (Unaudited)

<TABLE>

<CAPTION>

	Three Months Ended		Nine Months Ended	
	September 30, 2006	September 30, 2005	September 30, 2006	September 30, 2005
<S>	<C>	<C>	<C>	<C>
REVENUE				
Sales	\$ 88,043	\$ 52,046	\$ 755,791	\$ 55,128
Licensing fees	7,779	4,218	7,779	85,205
Total revenue	95,822	56,264	763,570	140,333
OPERATING EXPENSES				
Cost of sales	65,526	31,433	484,659	43,465
Selling, general and administrative expenses	1,325,138	118,495	3,946,537	247,054
Total operating expenses	1,390,664	149,928	4,431,196	290,519
LOSS BEFORE INCOME TAXES	(1,294,842)	(93,664)	(3,667,626)	(150,186)
PROVISION FOR INCOME TAXES	--	--	800	800

NET LOSS	\$ (1,294,842)	\$ (93,664)	\$ (3,668,426)	\$ (150,986)
	=====	=====	=====	=====
BASIC AND DILUTED NET LOSS PER COMMON SHARE	\$ (0.03)	\$ (0.01)	\$ (0.10)	\$ (0.01)
	=====	=====	=====	=====
WEIGHTED AVERAGE COMMON SHARES OUTSTANDING	37,239,002	15,530,104	37,118,319	15,530,104
	=====	=====	=====	=====

</TABLE>

The accompanying notes are an integral part of these consolidated financial statements.

2

DIGICORP

Consolidated Statements of Cash Flows (Unaudited)

<TABLE>

<CAPTION>

	Nine Months Ended	
	September 30, 2006	September 30, 2005
	-----	-----
<S>	<C>	<C>
Cash flows from operating activities:		
Net loss	\$ (3,668,426)	\$ (150,986)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation	4,660	577
Amortization of licenses	72,465	86,825
Amortization of debt discount	29,054	--
Stock-based compensation to employees and directors	2,429,313	--
Stock-based compensation to consultants	8,242	--
Changes in operating assets and liabilities:		
Accounts receivable	17,515	(27,290)
Inventories	53,496	(36,243)
Other current assets	202,294	(10,568)
Other long term assets	48,922	--
Accounts payable and accrued liabilities	238,275	9,686
Deferred revenue	(7,779)	(87,560)
	-----	-----
Net cash used in operating activities	(571,969)	(215,559)
	-----	-----
Cash flows from investing activities:		
Purchases of licenses and developed content	(119,600)	(327,000)
Proceeds from disposal of licenses	140,000	--
Purchases of property and equipment	(27,617)	(14,214)
	-----	-----
Net cash used in investing activities	(7,217)	(341,214)
	-----	-----
Cash flows from financing activities:		
Proceeds from issuance of common stock	273,400	--
Proceeds from revolving credit line - related party	50,000	--
Proceeds from related party note	220,000	552,321
	-----	-----
Net cash provided by financing activities	543,400	552,321
	-----	-----
Net decrease in cash and cash equivalents	(35,786)	(4,452)
Cash and cash equivalents at beginning of period	54,518	7,856
	-----	-----
Cash and cash equivalents at end of period	\$ 18,732	\$ 3,404
	=====	=====
Supplemental disclosures of cash flow information:		
Income taxes	\$ 1,200	\$ --
Interest paid	\$ --	\$ --
Non-cash investing and financing activity:		
Acquisition of intangible assets for common stock	\$ 160,000	\$ --
Acquisition of fixed assets for common stock	\$ 152,000	\$ --

</TABLE>

The accompanying notes are an integral part of these consolidated financial statements.

3

DIGICORP

1. DESCRIPTION OF BUSINESS

Digicorp ("the Company") was organized under the laws of the State of Utah on July 19, 1983. On July 1, 1995, the Company became a development stage enterprise as defined in Statements of Financial Accounting Standards ("SFAS") No. 7 when it sold its assets and changed its business plan. On December 29, 2005, the Company ceased being a development stage enterprise when it acquired all of the issued and outstanding capital stock of Rebel Crew Films, Inc., a California corporation ("Rebel Crew Films"), pursuant to a recapitalization transaction (see note 4).

Rebel Crew Films operates as a wholly-owned operating subsidiary of the Company. Rebel Crew Films was organized under the laws of the State of California on August 7, 2002 to distribute Latino home entertainment products. Rebel Crew Films distributes Spanish language films and serves wholesale, retail, catalog, and e-commerce accounts. Rebel Crew Film's titles are sold via the internet and can be found at major retail outlets and independent video outlets across the United States of America and Canada.

The Company, including its operating subsidiary, generated revenue through the direct sales of licensed content and licensing agreements with third parties that distributed the Company's licensed content. The Company has reduced its sales force to reflect a shift in its emphasis from smaller retailers, which require a much larger infrastructure to support, in favor of what we expect to be the more profitable large wholesalers and retailers. Further, the Company intends to significantly reduce or eliminate future licensing agreements with third parties.

The Company is organized in a single operating segment. All of the Company's revenues are generated in the United States, and the Company has no long-lived assets outside the United States.

2. BASIS OF PRESENTATION AND SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying consolidated financial statements do not include all the information and disclosures required by accounting principles generally accepted in the United States of America. The preparation of financial statements in conformity with accounting principles generally accepted in the U.S. requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. The actual results may differ from management's estimates.

The interim consolidated financial information is unaudited, but reflects all normal adjustments that are, in the opinion of management, necessary to provide a fair statement of results for the interim periods presented. The consolidated balance sheet as of December 31, 2005, was derived from the Company's audited financial statements. Operating results for the interim periods presented are not necessarily indicative of the results to be expected for the fiscal year ending December 31, 2006. The interim consolidated financial statements should be read in connection with the Company's audited financial statements for the year ended December 31, 2005.

Principles of Consolidation

The accompanying consolidated financial statements include the accounts of the Company and its wholly-owned subsidiary, Rebel Crew Films. All significant intercompany accounts and transactions have been eliminated in consolidation.

DIGICORP

Notes to Consolidated Financial Statements - Unaudited (continued)
September 30, 2006

Going Concern

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern which contemplates the realization of assets and satisfaction of liabilities in the normal course of business. At September 30, 2006, the Company has an accumulated deficit of approximately \$4.1 million and a working capital deficit of \$777,000, which includes a deferred revenue balance of \$72,000, as discussed below. During the nine months ended September 30, 2006, the Company incurred a loss of approximately \$3.7 million. During the nine months ended September 30, 2006, the Company primarily relied upon revenues generated from the direct sales of its Latino home entertainment content and on debt and equity investments to fund its operations. These conditions raise substantial doubt about the Company's ability to continue as a going concern. Management is currently seeking additional financing and believes, however no assurances can be made, that these avenues will continue to be available to the Company to fund its operations. The accompanying financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Recent Accounting Pronouncements

In June 2006, the Financial Accounting Standards Board ("FASB") issued FASB Interpretation Number 48 ("FIN 48"), Accounting for Uncertainty in Income Taxes--an interpretation of FASB Statement No. 109. The interpretation contains a two step approach to recognizing and measuring uncertain tax positions accounted for in accordance with SFAS No. 109. The first step is to evaluate the

tax position for recognition by determining if the weight of available evidence indicates it is more likely than not that the position will be sustained on audit, including resolution of related appeals or litigation processes, if any. The second step is to measure the tax benefit as the largest amount which is more than 50% likely of being realized upon ultimate settlement. Effective for the Company beginning January 1, 2007, FIN 48 is not expected to have any impact on the Company's financial position, results of operations or cash flows.

In September 2006, the Financial Accounting Standards Board ("FASB") issued Statement of Financial Accounting Standards ("SFAS") No. 157, Fair Value Measurements ("SFAS No. 157"). The purpose of SFAS No. 157 is to define fair value, establish a framework for measuring fair value and enhance disclosures about fair value measurements. The measurement and disclosure requirements are effective for the Company beginning in the first quarter of fiscal 2008. The Company is currently evaluating the impact of adopting SFAS No. 157 on its financial statements.

In September 2006, the FASB issued SFAS No. 158, Employers' Accounting for Defined Benefit Pension and Other Postretirement Plans--An Amendment of FASB Statements No. 87, 88, 106, and 132R ("SFAS No. 158"). SFAS No. 158 requires that the funded status of defined benefit postretirement plans be recognized on the company's balance sheet, and changes in the funded status be reflected in comprehensive income. SFAS No. 158 also requires the measurement date of the plan's funded status to be the same as the company's fiscal year-end. Effective for the Company beginning January 1, 2007, SFAS No. 158 is not expected to have any impact on the Company's financial position, results of operations or cash flows.

3. ACCOUNTS RECEIVABLE

Accounts receivable are recorded at the invoice amount and do not bear interest. Accounts receivable at September 30, 2006 and December 31, 2005 are presented net of an allowance for doubtful accounts of \$10,000 and \$15,000, respectively.

5

DIGICORP

Notes to Consolidated Financial Statements - Unaudited (continued)
September 30, 2006

4. RECAPITALIZATION

On December 29, 2005, the Company completed the acquisition of Rebel Crew Films. Pursuant to the stock purchase agreement, the Company acquired all of the outstanding equity stock of Rebel Crew Films from the Rebel Crew Films Shareholders. As consideration for the acquisition the Company agreed to issue 21,207,080 shares of the Company's common stock (the "Purchase Price") to the shareholders of Rebel Crew Films.

Following completion of the acquisition the Company's previous shareholders owned 15,530,104 common shares and Rebel Crew Films shareholders owned 21,207,080, or approximately 57.7% of the outstanding shares of the Company's common stock. For accounting purposes the transaction is considered to be a recapitalization where Digicorp is the surviving legal entity, and Rebel Crew Films is considered to be the accounting acquirer. Accordingly, the historical financial statements prior to December 29, 2005 are those of Rebel Crew Films. Following the acquisition, Digicorp changed its fiscal year end from June 30 to December 31.

5. OTHER CURRENT ASSETS

The Company had an agreement with Sichenzia Ross Friedman Ference LLP ("Sichenzia") for legal representation that extended through March 31, 2007. In consideration for Sichenzia's services, the Company agreed to a fixed fee of \$50,000 and to issue Sichenzia 500,000 shares of the Company's common stock. The common stock issued to Sichenzia was valued at \$325,000 and was being amortized over the term of the agreement. On September 15, 2006, Sichenzia terminated the agreement. As a result of Sichenzia's termination of the agreement, the Company recognized an expense of \$147,000, during the three months ended September 30, 2006, in connection with the write-off of the unamortized prepaid expense balance. The remaining balance recorded in other current assets relates to an amount due the Company for reimbursable expenses from a related party of \$11,000, security deposits of \$31,000, and other items which amount to \$9,000.

6. INTANGIBLE ASSETS

Intangible assets consist of capitalized license fees for licensed content the Company acquired from owners including producers, studios and distributors as well as the Company's iCodemedia and Perreoradio suite of websites and internet properties and all related intellectual property (the "iCodemedia Assets").

The Perreoradio suite of websites consists of the following Internet domain names and all materials, intellectual property, goodwill and records in connection therewith: Perreoradio.com, Radioperreo.com, Perreomobile.com, Perreotv.com, Puroperreo.com, Puroreggaeton.com, Purosandungueo.com, Sandungueoradio.com, Machetemusic.net, Machetemusic.org, Machetemusica.com and Musicamachete.com. As consideration for the Perreoradio Assets, the Company issued an aggregate of 100,000 shares of its common stock valued at \$160,000.

The iCodemedia suite of websites consists of the websites www.icodemedia.com, www.iplaylist.com, www.tunecast.com, www.tunebucks.com, www.podpresskit.com and www.tunespromo.com. The Company intends to use these websites to provide a suite of applications and services to enable content creators to publish and deliver content to existing and next generation devices. The iCodemedia Assets are presently under development. As consideration for the iCodemedia Assets, the Company issued 1,000,000 shares of its common stock valued at \$300,000.

The Perreoradio and iCodemedia Assets were determined to have an indefinite useful life based primarily on the renewability of the proprietary domain names. Intangible assets with an indefinite life are not subject to amortization, but will be subject to periodic evaluation for impairment

DIGICORP

Notes to Consolidated Financial Statements - Unaudited (continued)
September 30, 2006

Licensed content acquired is capitalized at the time of purchase. The term of the licensed content agreements usually vary between one to five years (the "Title Term"). At the end of the Title Term, the Company generally has the option of discontinuing distribution of the title or extending the Title Term.

The Company amortizes the capitalized license fees, on a straight line basis over the Title Term. During the nine months ended September 30, 2006 and 2005, amortization expense related to the licensed content was \$72,000 and \$87,000, respectively.

Intangible assets and accumulated amortization at September 30, 2006 and December 31, 2005 are comprised of the following:

	September 30, 2006	December 31, 2005
iCodemedia Assets	\$ 300,000	\$ 300,000
Perreoradio Assets	160,000	--
Licensed and developed content	665,599	686,000
Less: accumulated amortization	(262,208)	(189,744)
	=====	=====
Intangible assets, net	\$ 863,391	\$ 796,256
	=====	=====

7. INCOME (LOSS) PER COMMON SHARE

Income (loss) per common share is based on the weighted average number of common shares outstanding. The Company complies with SFAS No. 128, "Earnings Per Share," which requires dual presentation of basic and diluted earnings per share on the face of the statements of operations. Basic per share earnings or loss excludes dilution and is computed by dividing income (loss) available to common stockholders by the weighted-average common shares outstanding for the period. Diluted per share earnings or loss reflects the potential dilution that could occur if convertible preferred stock or debentures, options and warrants were to be exercised or converted or otherwise resulted in the issuance of common stock that then shared in the earnings of the entity.

Options and warrants issued pursuant to our Stock Option Plan and warrants that were issued outside our Stock Option Plan which were outstanding as of September 30, 2006 to purchase 8,762,500 and 550,000 shares of common stock, respectively, and 500,000 shares issuable upon conversion of an outstanding convertible note were not included in the computation of diluted net loss per common share for the three and nine months ended September 30, 2006, as their inclusion would have been antidilutive. At September 30, 2005 there were no outstanding options, warrants or convertible notes.

DIGICORP

Notes to Consolidated Financial Statements - Unaudited (continued)
September 30, 2006

8. ACCRUED LIABILITIES

Accrued liabilities at September 30, 2006 and December 31, 2005 are comprised of the following:

	September 30, 2006	December 31, 2005
Obligations on license agreements	\$ 58,100	\$ 58,500
Accrued salaries	150,000	37,500
Accrued professional fees	--	29,000
Accrued interest	27,844	--
Income taxes payable	--	800
Other	8,639	2,345
	=====	=====
	\$ 244,583	\$ 128,145
	=====	=====

9. CONVERTIBLE NOTE PAYABLE - RELATED PARTY

In connection with the acquisition of Rebel Crew Films on December 29, 2005, the Company entered into a Securities Purchase Agreement with one of the shareholders of Rebel Crew Films, Rebel Holdings, LLC, a California limited liability company ("Rebel Holdings"), pursuant to which the Company purchased a \$556,000 principal amount loan receivable owed by Rebel Crew Films to Rebel Holdings, LLC in exchange for the issuance of a \$556,000 principal amount secured convertible note to Rebel Holdings, LLC. The secured convertible note accrues simple interest at the rate of 4.5%, matures on December 29, 2010 and is secured by all of the Company's assets now owned or hereafter acquired. The secured convertible note is convertible into 500,000 shares of the Company's

common stock at the rate of \$1.112614 per share. Jay Rifkin, the Company's Chief Executive Officer and a director, is the sole managing member of Rebel Holdings, LLC.

As the effective conversion price of the note on the date of issuance was below the fair market value of the underlying common stock, the Company recorded debt discount in the amount of \$194,000 based on the intrinsic value of the beneficial conversion feature of the note. The debt discount recorded as a result of the beneficial conversion feature will be amortized as non-cash interest expense over the term of the debt. During the three and nine months ended September 30, 2006, interest expense of \$29,000 and \$10,000, respectively, has been recorded from the debt discount amortization, and as of September 30, 2006, the remaining debt discount balance attributable to the beneficial conversion feature was \$165,000.

10. REVOLVING LINE OF CREDIT AGREEMENT - RELATED PARTY

Revolving Line of Credit Agreement

During the period March 23, 2006 through September 28, 2006, the Company was a party to a Revolving Line of Credit Agreement (the "Revolving Line of Credit") with Ault Glazer Bodnar Acquisition Fund, LLC ("AGB Acquisition Fund"). The Revolving Line of Credit allowed the Company to request advances totaling an aggregate of up to \$150,000 from AGB Acquisition Fund. At September 30, 2006, the Company had borrowed \$50,000 against the Revolving Line of Credit and incurred interest expense of \$1,600. Amounts borrowed against the Revolving Line of Credit are evidenced by Convertible Secured Promissory Notes (the "Convertible Notes") which allow for the conversion of all or any part of the outstanding principal balance of the Convertible Notes including any accrued interest thereon, to shares of the Company's common stock at a price equal to the lesser of the closing price of the Company's common stock on March 23, 2006 or the share price of the Company's common stock offered in the Company's next round of financing in a private placement offering completed while the principal balance of the Convertible Notes are outstanding. The Company's Chief Financial Officer is also the Chief Financial Officer of AGB Acquisition Fund.

8

DIGICORP

Notes to Consolidated Financial Statements - Unaudited (continued)
September 30, 2006

11. STOCK BASED COMPENSATION

Effective July 20, 2005, the Board of Directors of the Company approved the 2005 Stock Option and Restricted Stock Plan (the "2005 Plan"). The Plan reserves 15,000,000 shares of common stock for grants of incentive stock options, nonqualified stock options, warrants and restricted stock awards to employees, non-employee directors and consultants performing services for the Company. Options and warrants granted under the Plan have an exercise price equal to or greater than the fair market value of the underlying common stock at the date of grant and become exercisable based on a vesting schedule determined at the date of grant. The options expire 10 years from the date of grant whereas warrants generally expire 5 years from the date of grant. Restricted stock awards granted under the Plan are subject to a vesting period determined at the date of grant.

The Company accounts for stock-based compensation awards in accordance with the provisions of SFAS No. 123(R), Share-Based Payment, which addresses the accounting for employee stock options. SFAS 123(R) requires that the cost of all employee stock options, as well as other equity-based compensation arrangements, be reflected in the financial statements over the vesting period based on the estimated fair value of the awards. The Company adopted SFAS 123(R) as of January 1, 2005. Prior to the adoption date, there were no stock options or other equity-based compensation awards outstanding.

A summary of stock option activity for the nine months ended September 30, 2006 is presented below:

<TABLE>

<CAPTION>

		Outstanding Options		
	Shares Available for Grant	Number of Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life (years)
<S>	<C>	<C>	<C>	<C>
December 31, 2005	6,687,500	8,312,500	\$ 0.75	8.64
Grants	(450,000)	450,000	\$ 1.54	8.83
Cancellations	41,667	(41,667)	\$ 1.10	4.67
September 30, 2006	6,279,167	8,720,833	\$ 0.79	7.96
Options exercisable at:				
December 31, 2005		2,137,500	\$ 0.25	5.34
September 30, 2006		2,145,833	\$ 0.25	4.59

</TABLE>

All outstanding stock-based compensation awards were granted by the Company at the per share fair market value on the grant date. The fair value of each option grant is estimated on the date of grant using the Black-Scholes option-pricing model. For options granted during the nine months ended September 30, 2006, the following assumptions were used: volatility 143% to 155%; expected life 5 years;

risk-free interest rate 3.75%; dividend yield 0%.

During the three and nine months ended September 30, 2006 stock-based compensation totaling \$764,000 and \$2,438,000, respectively, was recorded by the Company. As of September 30, 2006, total unrecognized compensation cost related to unvested stock options was \$2,833,000.

9

DIGICORP

Notes to Consolidated Financial Statements - Unaudited (continued)
September 30, 2006

12. WARRANTS

During 2005, the Company issued a total of 550,000 warrants, outside of its 2005 Plan, to purchase shares of common stock at prices ranging from \$0.145 to \$0.65 per share to consultants. No warrants, other than warrants that were issued pursuant to the 2005 Plan, were issued by the Company during the nine months ended September 30, 2006.

The following table summarizes information about common stock warrants outstanding at September 30, 2006:

<TABLE>

<CAPTION>

Outstanding				Exercisable	
Exercise Price	Number Outstanding	Weighted Average Remaining Contractual Life (Years)	Weighted Average Exercise Price	Weighted Number Exercisable	Average Exercise Price
<S> <C>	<C>	<C>	<C>	<C>	<C>
\$ 0.10 - 0.25	250,000	4.25	\$ 0.145	250,000	\$ 0.145
\$ 0.50 - 0.75	300,000	4.00	0.65	300,000	0.65
\$ 0.10 - 0.75	550,000	4.11	\$ 0.42	550,000	\$ 0.42

</TABLE>

13. RELATED PARTY TRANSACTIONS

At September 30, 2006 and December 31, 2005 the Company has a liability of \$73,000 due to the sole member of Rebel Holdings, LLC, a California limited liability company ("Rebel Holdings"), an entity whose sole managing member is the Company's Chief Executive Officer that owned approximately 52% of the outstanding shares of the Company's common stock at September 30, 2006. In connection with the borrowings, the Company issued a promissory note in the amount of \$73,000 to the member (the "Note") on December 29, 2005. The monies loaned by the member to the Company were utilized to pay for certain capitalized license agreements and operating expenses of the Company. The Note was due on June 30, 2006 with 5.0% simple interest.

On July 13, 2006, William Horne, the Company's Chief Financial Officer, loaned the Company \$5,000. As consideration for the loan, the Company issued Mr. Horne a demand promissory note at a rate equal to the prime rate published in The Wall Street Journal from time to time, and currently 8.25%, to the date of payment in full.

From July 14, 2006 through September 27, 2006, Jay Rifkin, the Company's Chairman and Chief Executive Officer, loaned the Company a total of \$215,000. As consideration for the loans, the Company issued Mr. Rifkin demand promissory notes at a rate equal to the prime rate published in The Wall Street Journal from time to time to the date of payment in full.

Other current assets at September 30, 2006 includes \$11,000 owed to the Company by Ault Glazer Bodnar & Company, Inc. ("AGB & Company") based on an agreement to reimburse the Company for salaries paid in connection with the recapitalization of the Company. The Company's Chief Financial Officer is also the Chief Financial Officer of AGB & Company.

10

14. SUBSEQUENT EVENTS

From October 13, 2006 through November 17, 2006, Mr. Rifkin loaned the Company an additional \$95,000. As consideration for the loans, the Company issued Mr. Rifkin demand promissory notes at a rate equal to the prime rate published in The Wall Street Journal from time to time to the date of payment in full.

Pursuant to shareholder approval, which was obtained at our annual meeting of stockholders held July 14, 2006, on October 6, 2006, the Board of Directors of the Company approved and authorized the Company to enter into an Agreement and Plan of Merger by and between the Company and Digicorp, Inc., a Delaware corporation and newly formed wholly-owned subsidiary of the Company that was incorporated under the Delaware General Corporation Law for the purpose of effecting a change of domicile. Upon the Company's change in domicile from Utah to Delaware, which was declared effective on October 15, 2006, the name of the surviving corporation became Digicorp, Inc.

The Company was a party to a Production Services Agreement (the "Services Agreement") between RC3 Cine, Arte & Entretenimiento S.A. de C.V. ("Producer") and Rebel Crew Films, with an effective date of May 18, 2006. Pursuant to the terms of the Agreement, the Company was obligated to pay the Producer a series of payments totaling \$120,000 of which the Company had made payments of \$12,000. On November 1, 2006, due to the Company's current financial condition and its inability to fund the additional \$108,000 financial obligation the Company's Board of Directors approved and authorized the Company to assign to Jay Rifkin its rights in the Services Agreement and write-off the previously capitalized payments of \$12,000.

11

Item 2. Management's Discussion and Analysis or Plan of Operation.

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our financial statements and the related notes thereto contained elsewhere in this Form 10-QSB. This discussion contains forward-looking statements that involve risks and uncertainties. All statements regarding future events, our future financial performance and operating results, our business strategy and our financing plans are forward-looking statements. In many cases, you can identify forward-looking statements by terminology, such as "may," "should," "expects," "intends," "plans," "anticipates," "believes," "estimates," "predicts," "potential," or "continue" or the negative of such terms and other comparable terminology. These statements are only predictions. Known and unknown risks, uncertainties and other factors could cause our actual results to differ materially from those projected in any forward-looking statements. In evaluating these statements, you should specifically consider various factors, including, but not limited to, those set forth under "Risk Factors" appearing at the end of this Management's Discussion and Analysis ("MD&A").

The following "Overview" section is a brief summary of the significant issues addressed in this MD&A. Investors should read the relevant sections of the MD&A for a complete discussion of the issues summarized below. The entire MD&A should be read in conjunction with Item 1. Financial Statements.

OVERVIEW

From June 30, 1995, when we sold our assets, until September 19, 2005 Digicorp, Inc., a Delaware corporation, (referred to herein as the "Company," "we," "us," and "our") was a development stage enterprise. We had no operations other than issuing shares of common stock for financing the preparation of financial statements and for preparing filings for the SEC.

On September 19, 2005, we entered into an asset purchase agreement to purchase the iCodemedia suite of websites and internet properties and all related intellectual property (the "iCodemedia Assets"). The iCodemedia suite of websites consists of the websites www.icodemedia.com, www.iplaylist.com, www.tunecast.com, www.tunebucks.com, www.podpresskit.com and www.tunespromo.com.

On December 29, 2005, we acquired all of the issued and outstanding capital stock of Rebel Crew Films, Inc., a California corporation ("Rebel Crew Films"), in consideration for the issuance of 21,207,080 shares of common stock to the shareholders of Rebel Crew Films. Rebel Crew Films was organized under the laws of the State of California on August 7, 2002 to distribute Latino home entertainment products. Our products are developed to target Spanish speaking consumers who increasingly demand new Latino content and classic Spanish language movies. We offer producers and content-providers a flexible option to the larger Hollywood studio distributors and have emerged as a company that attracts premiere home entertainment products.

Pursuant to shareholder approval, which was obtained at our annual meeting of stockholders held July 14, 2006, on October 6, 2006, the Board of Directors of the Company approved and authorized the Company to enter into an Agreement and Plan of Merger by and between the Company and Digicorp, Inc., a Delaware corporation and newly formed wholly-owned subsidiary of the Company that was incorporated under the Delaware General Corporation Law for the purpose of effecting a change of domicile. Upon the Company's change in domicile from Utah to Delaware, which was declared effective on October 15, 2006, the name of the surviving corporation became Digicorp, Inc.

Rebel Crew Films currently maintains approximately 300 Spanish language films and plans to serve the nation's largest wholesale, retail, catalog, and e-commerce accounts. Our titles can be found at Wal-Mart, Best Buy, Blockbuster, K-Mart, as well as independent video outlets across the United States of America and Canada. Our diverse programming includes: new releases, classic Mexican cinema, animation, cult, sports, martial arts, family entertainment, and more.

12

On February 7, 2006, we entered into an asset purchase agreement pursuant to which we purchased the following Internet domain names and all materials, intellectual property, goodwill and records in connection therewith (the "Perreoradio Assets"): Perreoradio.com, Radioperreo.com, Perreomobile.com, Perreotv.com, Puroperreo.com, Puroreggaeton.com, Purosandungueo.com, Sandungueoradio.com, Machetemusic.net, Machetemusic.org, Machetemusica.com and Musicamachete.com.

We are primarily engaged in the business of developing, marketing and distributing programming content, multi-media technologies, and advertising via the internet. We are currently expanding our advertising to video and music-on-demand ("VOD"), and other alternative music and video programming formats in the United States and internationally. We continue to focus a significant amount of our available resources on the development of our

intellectual property, specifically, on further development of ViraCast. ViraCast is our proprietary, patent pending technology which melds a wide range of media assets to deliver interactive, full motion video with advanced features.

We currently generate the majority of our revenue through direct sales of our film content. However, we have reduced our sales force to reflect a shift in our emphasis from smaller retailers, which require a much larger infrastructure to support, in favor of what we expect to be the more profitable large wholesalers and retailers.

Our primary operations are conducted through our wholly owned subsidiary: Rebel Crew Films. In addition, we have focused and will continue to focus development efforts of our intellectual property, such as the Perreoradio and iCodemedia Assets.

CRITICAL ACCOUNTING POLICIES AND ESTIMATES

The below discussion and analysis of our financial condition and results of operations is based upon the accompanying financial statements. The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements. Critical accounting policies are those that are both important to the presentation of our financial condition and results of operations and require management's most difficult, complex, or subjective judgments. Our most critical accounting policies relate to the determination of stock based compensation, revenue recognition and the assessment of impairment of our intangible assets.

Stock-Based Compensation

The Company accounts for stock-based compensation awards in accordance with the provisions of SFAS No. 123(R), Share-Based Payment, which addresses the accounting for employee stock options. SFAS 123(R) revises the disclosure provisions of SFAS 123 and supercedes APB Opinion No. 25. SFAS 123(R) requires that the cost of all employee stock options, as well as other equity-based compensation arrangements, be reflected in the financial statements over the vesting period based on the estimated fair value of the awards. This statement is effective for the Company as of the beginning of the first annual reporting period that begins after June 15, 2005. The Company adopted SFAS 123(R) as of January 1, 2005.

Revenue Recognition

The Company primarily generates revenue through either the direct sales of licensed content or through licensing agreements whereby the Company receives advance payments as consideration for rights granted to third parties that distribute the Company's licensed content. Revenues from direct sales are recorded upon shipment. Advance payments received under licensing agreements are initially recorded as deferred revenue. The Company recognizes revenue under its licensing agreements as royalties are earned upon shipment of licensed content to customers by the sub-licensor. The Company may be entitled to receive additional royalty payments under the licensing agreements, but only to the extent that royalties calculated under the terms of the licensing agreements exceed the amount of the advance payments.

13

Intangible Assets

The Company accounts for intangible assets in accordance with SFAS No. 142, Goodwill and Other Intangible Assets, which provides accounting and reporting standards for acquired intangible assets. Under SFAS No. 142, goodwill and other intangible assets with indefinite useful lives are no longer amortized but tested for impairment at least annually. The Company will perform an impairment test on all intangible assets, in accordance with the guidance provided by SFAS No. 144, Accounting for the Impairment of Disposal of Long-Lived Assets, at least annually, unless events and circumstances indicate that such assets might be impaired.

The Company has concluded that both its iCodemedia and Perreoradio Assets have indefinite useful lives. The iCodemedia Assets are currently under development with development focused upon commercializing the software to allow for a more intuitive experience by the user, greater stability and scalability of the platform, as well as other improvements. However, a time frame for when final development of the iCodemedia Assets will be completed is subject to our raising a significant amount of additional capital. Although we believe we will be successful in completing an equity financing, until such time as the equity financing is completed we cannot predict when final development of the iCodemedia Assets will be completed. Since we have not yet fully developed the iCodemedia Assets we have not yet begun to recognize any related revenue. In the event that we become aware of commercially deployed software solutions that offer similar services as our iCodemedia Assets we will perform an impairment analysis reflecting these competing solutions. Currently, we are in the process of establishing an infrastructure, to monetize the Perreoradio Assets primarily using an advertising business model. Although we are still creating much of the infrastructure, we believe that future anticipated cash flows justify the indefinite useful life treatment of the Perreoradio Assets. At present we have not identified any legal, regulatory, contractual, competitive, economic, or other factors that would limit the useful life of the iCodemedia or Perreoradio Assets.

LIQUIDITY AND CAPITAL RESOURCES

Our total assets were \$1,315,000 at September 30, 2006 versus

\$1,431,000 at December 31, 2005. The change in total assets is attributable to decreases in current assets of \$309,000 and other long term assets of \$49,000 which is partially offset by increases in property and equipment of \$175,000 and intangible assets of \$67,000.

The decrease in current assets and other long term assets is primarily due to the write-off of prepaid legal fees. At December 31, 2005, pursuant to the terms of the May 5, 2005 legal retainer agreement, as amended, with Sichenzia Ross Friedman Ference LLP ("Sichenzia"), prepaid legal fees of \$245,000 were reflected in our financial statements. During the nine months ended September 30, 2006, we recorded \$98,000 related to the amortization of prepaid legal fees. The term of the legal retainer agreement was through March 31, 2007, however, on September 15, 2006, Sichenzia terminated the agreement. As a result of Sichenzia's termination of the agreement, the Company recognized an expense of \$147,000 due to the write-off of the unamortized balance of the prepaid expense. The remaining decrease of \$115,000 is primarily attributed to a decrease in accounts receivable and inventories stemming from an overall decrease in sales of our Spanish language films.

The increase in property and equipment is primarily attributed to our April 24, 2006, purchase of a software application known as iTunesBucks and its associated assets therewith (the "Assets") from EAI Technologies, LLC, ("EAI") a Virginia corporation. As consideration for the Assets, we issued EAI an aggregate of 138,182 shares of our common stock valued at \$152,000. Such amount represented both the cost to develop iTunesBucks as well as the April 24, 2006 closing price of our common stock, \$1.10 per common share, as reported on OTC Bulletin Board.

The increase in intangible assets is primarily due to both the acquisition of additional licensed content as well as our acquisition of the Perreoradio suite of websites. During the nine months ended September 30, 2006, we acquired additional licensed content for \$105,000 and produced our first music video for \$18,000. These increases were offset by the amortization of our licensed content in the amount of \$72,000 and the disposal of certain licenses for an additional \$140,000. As consideration for assets acquired in the acquisition of the Perreoradio suite of websites, we issued an aggregate of 100,000 shares of our common stock valued at \$160,000. The Perreoradio assets were determined to have an indefinite useful life based primarily on the renewability of the proprietary domain names. Intangible assets with an indefinite life are not subject to amortization, but will be subject to periodic evaluation for impairment.

14

We had a working capital deficit of \$777,000 at September 30, 2006 and we continue to have recurring losses. In the past we have primarily relied upon loans from related parties to fund our operations and, to a lesser extent, revenues generated from licensing our film content, on a non-exclusive basis, to other distributors of Latino home entertainment content. We believe that expected future revenues combined with either loans or direct equity investments into the Company will be sufficient to fund our operations for the 12 months subsequent to September 30, 2006. We expect to undertake additional debt and equity financings to better enable us to grow and meet our future operating and capital requirements, however, there is no assurance that we will be successful in obtaining the necessary level of funding. The last equity financing that we received was in April 2006 from our Chief Financial Officer. From July 13, 2006 through December 4, 2006, as a result of the absence of any recent funds being received through debt or equity financings, a series of loans totaling \$265,000 were made to us primarily from Jay Rifkin, our Chairman and Chief Executive Officer. As consideration for the loans, we have issued demand promissory notes at a rate equal to the prime rate published in The Wall Street Journal from time to time to the date of payment in full. We cannot guarantee that Mr. Rifkin would be willing to further invest in the Company and if we are unable to secure additional sources of financing our operations would be negatively materially impacted.

During the three months ended September 30, 2006 we did not raise any funds through equity financings and during the three months ended June 30, 2006, the only equity financing that we entered into was a Subscription Agreement with our Chief Financial Officer in April 2006 relating to the issuance and sale of our common stock. Pursuant to the Subscription Agreement, we received gross proceeds of \$55,000 from the issuance of 50,000 shares at a price of \$1.10 per share. During the three months ended March 31, 2006 we entered into subscription agreements with unrelated accredited investors, pursuant to which we sold a total of 213,636 shares of our common stock at a price of \$1.10 per share. We received gross proceeds of \$235,000 from the sale of the stock. Additionally, from March 23, 2006 through September 28, 2006, the Company was a party to a Revolving Line of Credit Agreement (the "Revolving Line of Credit") with Ault Glazer Bodnar Acquisition Fund, LLC ("AGB Acquisition Fund"). The Revolving Line of Credit allowed us to request advances totaling an aggregate of up to \$150,000 from AGB Acquisition Fund. At September 30, 2006, we had borrowed \$50,000 against the Revolving Line of Credit, all of which is due January 31, 2006. Amounts borrowed against the Revolving Line of Credit are evidenced by Convertible Secured Promissory Notes (the "Convertible Notes") which allow for the conversion of all or any part of the outstanding principal balance of the Convertible Notes including any accrued interest thereon, into shares of our common stock at a price equal to the lesser of the closing price of our common stock on March 23, 2006 or the share price of our common stock offered in our next round of financing in a private placement offering completed while the principal balance of the Convertible Notes are outstanding.

Operating activities used \$572,000 of cash during the nine months ended September 30, 2006, compared to using \$216,000 during the nine months ended September 30, 2005.

Cash used in investing activities for the nine months ended September

30, 2006 and 2005 of \$7,000, and \$341,000, respectively, resulted primarily from the purchases of licensed Spanish language film content that was capitalized. During the nine months ended September 30, 2006, purchases of licensed Spanish language film content was offset by proceeds of \$140,000 from the disposal of certain licenses.

RESULTS OF OPERATIONS

REVENUES

We generated revenues of \$96,000 and \$764,000 for the three and nine months ended September 30, 2006, respectively, as compared with revenues of \$56,000 and \$140,000 for the three and nine months ended September 30, 2005, respectively. During the three and nine months ended September 30, 2005 a significant amount of our revenues were generated through licensing agreements. The licensing agreements provide for us to receive advance payments as consideration for rights granted to third parties that distribute our licensed content. The advance payments are initially recorded as deferred revenue and subsequently recognized in income as royalties are earned upon shipment of licensed content to customers by the sub-licensor. Deferred revenue balances of \$72,000 and \$80,000 at September 30, 2006 and December 31, 2005, respectively, represent advance royalty payments that are expected to be earned over the subsequent twelve month periods.

15

During the three and nine months ended September 30, 2006, we recognized licensing revenue of \$8,000. The remaining \$88,000 and \$756,000, respectively, in revenue primarily represents revenue generated through the direct sales of our licensed content. We expect that our continued efforts in the development of our intellectual property will ultimately result in a large component of our revenue being derived from advertising and that direct sales, as a percentage of total revenue, may become insignificant to our business.

EXPENSES

Operating expenses, which were \$4,431,000 during the nine months ended September 30, 2006 as compared with \$291,000 during the nine months ended September 30, 2005, reflected an increase of \$4,141,000. A significant component of the overall increase that occurred in operating expenses during the nine months ended September 30, 2006, related to cost of sales of \$485,000, an increase in salaries and employee benefits of \$584,000 and stock based compensation expense from grants of nonqualified stock options to our employees and non-employee directors of \$2,429,000. All outstanding stock-based compensation awards were granted by us at the per share fair market value on the grant date. The fair value of each option grant is estimated on the date of grant using the Black-Scholes option-pricing model. For options granted during the nine months ended September 30, 2006, the following assumptions were used: volatility 143% to 155%; expected life 5 years; risk-free interest rate 3.75%; dividend yield 0%. The costs associated with cost of sales, increases in salaries and employee benefits, and stock based compensation, which were insignificant or non-existent during the nine months ended September 30, 2005, reflect a shift in our revenue mix from revenue generated primarily through licensing agreements which do not have any costs of sales to that of direct sales which not only have cost of sales but also the need of a sales force. The remaining operating expenses consisted of professional fees, rent expense, amortization expense and general and administrative expenses.

Professional fees were \$410,000 higher during the nine months ended September 30, 2006 compared to the nine months ended September 30, 2005 due to significant increases in amounts paid for legal, consulting and accounting fees. Legal fees comprised the majority of this increase, representing an increase of \$362,000. Of this increase, \$98,000 related to the amortization of prepaid legal fees to Sichenzia pursuant to the terms of the May 5, 2005 legal retainer agreement, as amended, and \$147,000 was caused by the write-off of the unamortized balance of the prepaid expense related to stock issued to Sichenzia. The remaining increase in legal fees of \$119,000 is attributed to work performed on content licensing agreements, an ongoing royalty audit, and acquisition related work, all of which were outside the scope of our agreement with Sichenzia.

Amounts paid to consultants increased by \$10,000 related to an ongoing royalty audit that we initiated during the quarter ended March 31, 2006 combined with amounts paid to primarily two consultants. Amounts paid to the two consultants related to services in generating direct sales at a large retailer and operational services.

Rent expense increased by \$72,000 during the nine months ended September 30, 2006 compared to the nine months ended September 30, 2005 due in part to our relocation into commercial office space in August 2005, with base rent of \$6,000 per month combined with periods of low rates of rent during the nine months ended September 30, 2005.

Amortization expense decreased by \$14,000 during the nine months ended September 30, 2006 compared to the nine months ended September 30, 2005 due to an adjustment recorded by us in September 2006 related to the disposal of certain licenses with a September 30, 2005 value of \$140,000.

16

General and administrative expense increased by \$219,000 during the nine months ended September 30, 2006 compared to the nine months ended September 30, 2005 and is attributed to the overall expansion of the business throughout 2006 combined with the financial constraints placed on us as a result of limited

amounts of available working capital during the nine months ended September 30, 2005.

OFF-BALANCE SHEET ARRANGEMENTS

We do not have any off balance sheet arrangements that are reasonably likely to have a current or future effect on our financial condition, revenues, results of operations, liquidity or capital expenditures.

RISK FACTORS

Our business involves a high degree of risk. Potential investors should carefully consider the risks and uncertainties described below and the other information in this report before deciding whether to invest in shares of our common stock. Each of the following risks may materially and adversely affect our business, results of operations and financial condition. These risks may cause the market price of our common stock to decline, which may cause you to lose all or a part of the money you paid to buy our common stock.

RISKS RELATED TO OUR BUSINESS

WE HAVE A HISTORY OF LOSSES WHICH MAY CONTINUE AND WHICH MAY NEGATIVELY IMPACT OUR ABILITY TO ACHIEVE OUR BUSINESS OBJECTIVES AND OUR FINANCIAL RESULTS.

For the nine-month periods ended September 30, 2006 and 2005, we generated revenues of \$764,000 and \$140,000, respectively, and incurred net losses of \$3,668,000 and \$151,000, respectively. At September 30, 2006, we had a working capital deficit of \$777,000 and an accumulated deficit of \$4,066,000. Our failure to increase our revenues significantly or improve our gross margins will harm our business. Even if we do achieve profitability, we may not be able to sustain or increase profitability on a quarterly or annual basis in the future. If our revenues grow more slowly than we anticipate, our gross margins fail to improve, or our operating expenses exceed our expectations, our operating results will suffer. If we are unable to sell or license our products at acceptable prices relative to our costs, or if we fail to develop and introduce on a timely basis new products from which we can derive additional revenues, our financial results will suffer.

OUR LICENSE REVENUES ARE DEPENDENT UPON THE REVENUES OF OUR CUSTOMERS. IF THE CONTENT WHICH WE LICENSE TO CUSTOMERS IS NOT USED IN VIDEOS WHICH BECOME POPULAR AMONG THE VIEWING PUBLIC, OUR REVENUES MAY DECLINE.

We generate revenue through either licensing agreements with third parties that distribute our licensed content or through direct sales. Our typical licensing agreement consists of a three to five-year contract that carries a 15% - 50% royalty on gross sales of licensed product. If the content which we license to customers is not used in videos which become popular among the viewing public, our revenues may decline.

OUR OPERATING SUBSIDIARY REBEL CREW FILMS HAS A LIMITED OPERATING HISTORY AND THEREFORE WE CANNOT ENSURE THE LONG-TERM SUCCESSFUL OPERATION OF OUR BUSINESS OR THE EXECUTION OF OUR BUSINESS PLAN.

Our operating subsidiary Rebel Crew Films was organized under the laws of the State of California on August 7, 2002. Because Rebel Crew Films has a limited operating history, our prospects must be considered in light of the risks, expenses and difficulties frequently encountered by growing companies in evolving markets, such as the Latino home video distribution market in which we operate. While to date we have not experienced these problems, we must meet many challenges including:

17

- o Establishing and maintaining broad market acceptance of our products and converting that acceptance into direct and indirect sources of revenue;
- o Establishing and maintaining our brand name;
- o Timely and successfully developing new content and films;
- o Developing content that results in high popularity among the viewing public;
- o Developing and maintaining strategic relationships to enhance the distribution and features of our video content.

Our business strategy may be unsuccessful and we may be unable to address the risks we face in a cost-effective manner, if at all. If we are unable to successfully address these risks our business will be harmed and we may experience a decrease in revenues.

IF WE ARE UNABLE TO LICENSE OR ACQUIRE COMPELLING CONTENT AT REASONABLE COSTS OR IF WE DO NOT DEVELOP COMPELLING CONTENT, THE NUMBER OF USERS OF OUR SERVICES MAY NOT GROW AS ANTICIPATED, OR MAY DECLINE, WHICH COULD HARM OUR OPERATING RESULTS.

Our future success depends in part upon our ability to aggregate compelling content and deliver that content through our online and other multi-media properties and programming and delivery technologies. We distribute some of the content that we license on our online properties, such as audio and video content from third parties. We have been providing increasing amounts of audio and video content to our users as reflected in the increase in direct sales of our content and we believe that users will increasingly demand high-quality audio and video content, such as music, film, and other special events. Such content may require us to make substantial payments to third parties from whom we license or acquire such content. For example, our

entertainment properties rely on film producers and distributors, and other organizations for a large portion of the content available on our properties. Our ability to maintain and build relationships with third-party content providers will be critical to our success. In addition, as new methods for accessing and delivering content through media formats becomes available, including through alternative devices, we may need to enter into amended content agreements with existing third-party content providers to cover the new devices. We may be unable to enter into new, or preserve existing, relationships with the third parties whose content we seek to obtain. In addition, as competition for compelling content increases both domestically and internationally, our content providers may increase the prices at which they offer their content to us, and potential content providers may not offer their content on terms agreeable to us. An increase in the prices charged to us by third-party content providers could harm our operating results and financial condition. Further, some of our content licenses with third parties may be non-exclusive. Accordingly, content providers and other media sources such as radio or television may be able to offer similar or identical content and technologies. This increases the importance of our ability to deliver compelling content and media technologies in order to differentiate from other businesses. If we are unable to license or acquire compelling content at reasonable prices, if other companies acquire develop and/or distribute content that is similar to or the same as that provided by us, or if we do not develop compelling content or media technologies, the number of users of our services may not grow as anticipated, or may decline, which could harm our operating results.

WE MAY INCUR SUBSTANTIAL COSTS ENFORCING OUR INTELLECTUAL PROPERTY RIGHTS AND ANY DIFFICULTY WITH ENFORCING SUCH RIGHTS MAY CAUSE OUR RESULTS OF OPERATIONS AND FINANCIAL CONDITION TO SUFFER.

The decreasing cost of electronic and computer equipment and related technology has made it easier to create unauthorized versions of audio and audiovisual products such as compact discs, videotapes and DVDs. Similarly, advances in Internet technology have increasingly made it possible for computer users to share audio and audiovisual information without the permission of the copyright owners and without paying royalties to holders of applicable intellectual property or other rights. Unauthorized copies and piracy of these products compete against legitimate sales of these products. Our revenues are derived from our licensed video content that is potentially subject to unauthorized copying and widespread, uncompensated dissemination on the Internet. If our proprietary video content is copied and distributed without authorization we may incur substantial costs enforcing our intellectual property rights. If we fail to obtain appropriate relief or enforcement through the judicial process, or if we fail to develop effective means of protecting our intellectual property, our results of operations and financial condition may suffer.

18

OUR CONTENT ASSETS MAY NOT BE COMMERCIALY SUCCESSFUL WHICH WOULD CAUSE OUR REVENUES TO DECLINE.

Our revenue comes from the production and distribution of video content for use in Latino home video. The success of content offerings depends primarily upon their acceptance by the public, which is difficult to predict. The market for these products is highly competitive and competing products are often released into the marketplace at the same time. The commercial success of a video production depends on several variable factors, including the quality and acceptance of competing offerings released into the marketplace at or near the same time and the availability of alternative forms of entertainment and leisure time activities. Our business is particularly dependent on the success of a limited number of releases, and the commercial failure of just a few of these releases can have a significant adverse impact on results. Our failure to obtain broad consumer appeal in the Latino community could materially harm our business, financial condition and prospects for growth.

FAILURE TO PROPERLY MANAGE OUR POTENTIAL GROWTH POTENTIAL WOULD BE DETRIMENTAL TO HOLDERS OF OUR SECURITIES.

Since we have limited operating history and our total assets at September 30, 2006 consisted only of \$19,000 in cash and total current assets of \$194,000, any significant growth will place considerable strain on our financial resources and increase demands on our management and on our operational and administrative systems, controls and other resources. There can be no assurance that our existing personnel, systems, procedures or controls will be adequate to support our operations in the future or that we will be able to successfully implement appropriate measures consistent with our growth strategy. As part of this growth, we may have to implement new operational and financial systems, procedures and controls to expand, train and manage our employees and maintain close coordination among our technical, accounting, finance, marketing, sales and editorial staff. We cannot guarantee that we will be able to do so, or that if we are able to do so, we will be able to effectively integrate them into our existing staff and systems. We may fail to adequately manage our anticipated future growth. We will also need to continue to attract, retain and integrate personnel in all aspects of our operations. Failure to manage our growth effectively could hurt our business.

IF WE DO NOT MAINTAIN THE CONTINUED SERVICE OF OUR EXECUTIVE OFFICERS, WE MAY NEVER DEVELOP BUSINESS OPERATIONS.

Our success is dependent upon the continued service of our current executive officers. To date, we have entered into a written employment agreement with Jay Rifkin, our Chief Executive Officer, and Philip Gatch, our Chief Technology Officer, and none of our other executive officers. We do not have key man life insurance on any of our executive officers. While none of our executive officers currently has any definitive plans to retire or leave our company in the near future, any of such persons could decide to leave us at any time to

pursue other opportunities. The loss of services of any of our executive management team could cause us to lose revenue.

RISKS RELATED TO OUR COMMON STOCK

OUR HISTORIC STOCK PRICE HAS BEEN VOLATILE AND THE FUTURE MARKET PRICE FOR OUR COMMON STOCK IS LIKELY TO CONTINUE TO BE VOLATILE. FURTHER, THE LIMITED MARKET FOR OUR SHARES WILL MAKE OUR PRICE MORE VOLATILE. THIS MAY MAKE IT DIFFICULT FOR YOU TO SELL OUR COMMON STOCK FOR A POSITIVE RETURN ON YOUR INVESTMENT.

19

The public market for our common stock has historically been very volatile. Over the past two fiscal years subsequent interim quarterly periods, the market price for our common stock as quoted on the OTC Bulletin Board has ranged from \$0.06 to \$2.05. The closing sale price for our common stock on December 4, 2006 was \$0.10 per share. Any future market price for our shares is likely to continue to be very volatile. This price volatility may make it more difficult for you to sell shares when you want at prices you find attractive. We do not know of any one particular factor that has caused volatility in our stock price. However, the stock market in general has experienced extreme price and volume fluctuations that have often been unrelated or disproportionate to the operating performance of companies. Broad market factors and the investing public's negative perception of our business may reduce our stock price, regardless of our operating performance. Further, the market for our common stock is limited and we cannot assure you that a larger market will ever be developed or maintained. The average daily trading volume of our common stock has historically been insignificant. Market fluctuations and volatility, as well as general economic, market and political conditions, could reduce our market price. As a result, this may make it difficult or impossible for you to sell our common stock or to sell our common stock for a positive return on your investment.

OUR COMMON STOCK IS SUBJECT TO THE "PENNY STOCK" RULES OF THE SEC AND THE TRADING MARKET IN OUR SECURITIES IS LIMITED, WHICH MAKES TRANSACTIONS IN OUR STOCK CUMBERSOME AND MAY REDUCE THE VALUE OF AN INVESTMENT IN OUR STOCK.

The SEC has adopted Rule 3a51-1 which establishes the definition of a "penny stock," for the purposes relevant to us, as any equity security that has a market price of less than \$5.00 per share or with an exercise price of less than \$5.00 per share, subject to certain exceptions. For any transaction involving a penny stock, unless exempt, Rule 15c-9 requires:

- o that a broker or dealer approve a person's account for transactions in penny stocks; and
- o the broker or dealer receive from the investor a written agreement to the transaction, setting forth the identity and quantity of the penny stock to be purchased.

In order to approve a person's account for transactions in penny stocks, the broker or dealer must:

- o obtain financial information and investment experience objectives of the person; and
- o make a reasonable determination that the transactions in penny stocks are suitable for that person and the person has sufficient knowledge and experience in financial matters to be capable of evaluating the risks of transactions in penny stocks.

The broker or dealer must also deliver, prior to any transaction in a penny stock, a disclosure schedule prescribed by the SEC relating to the penny stock market, which, in highlight form:

- o sets forth the basis on which the broker or dealer made the suitability determination; and
- o that the broker or dealer received a signed, written agreement from the investor prior to the transaction.

Disclosure also has to be made about the risks of investing in penny stocks in both public offerings and in secondary trading and about the commissions payable to both the broker-dealer and the registered representative, current quotations for the securities and the rights and remedies available to an investor in cases of fraud in penny stock transactions. Finally, monthly statements have to be sent disclosing recent price information for the penny stock held in the account and information on the limited market in penny stocks.

Generally, brokers may be less willing to execute transactions in securities subject to the "penny stock" rules. This may make it more difficult for investors to dispose of our common stock and cause a decline in the market value of our stock.

20

Item 3. Controls and Procedures.

As of the end of the period covered by this report, we conducted an evaluation, under the supervision and with the participation of our chief executive officer and chief financial officer of our disclosure controls and procedures (as defined in Rule 13a-15(e) and Rule 15d-15(e) of the Exchange Act). Based upon this evaluation, our chief executive officer and chief financial officer concluded that our disclosure controls and procedures are effective to ensure that all information required to be disclosed by us in the

reports that we file or submit under the Exchange Act is: (1) accumulated and communicated to our management, including our chief executive officer and chief financial officer, as appropriate to allow timely decisions regarding required disclosure; and (2) recorded, processed, summarized and reported, within the time periods specified in the Commission's rules and forms. There was no change in our internal controls or in other factors that could affect these controls during our last fiscal quarter that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II

Item 1. Legal Proceedings.

We are not a party to any pending legal proceeding, nor is our property the subject of a pending legal proceeding, that is not in the ordinary course of business or otherwise material to the financial condition of our business. None of our directors, officers or affiliates is involved in a proceeding adverse to our business or has a material interest adverse to our business.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.

Not applicable.

Item 3. Defaults Upon Senior Securities.

Not applicable.

Item 4. Submission of Matters to a Vote of Security Holders.

Not applicable.

Item 5. Other Information.

Not applicable.

Item 6. Exhibits.

<TABLE>
<CAPTION>
Exhibit
Number

Description

<S>	<C>
3.1*	Certificate of Incorporation of Digicorp, Inc.
3.2*	State of Utah Articles of Merger of Digicorp, a Utah corporation, into Digicorp, Inc., a Delaware corporation
3.3*	State of Delaware Articles of Merger of Digicorp, a Utah corporation, into Digicorp, Inc., a Delaware corporation
4.1*	Demand Promissory Note in the principal amount of \$5,000 issued September 15, 2006 to Jay Rifkin
4.2*	Demand Promissory Note in the principal amount of \$75,000 issued September 27, 2006 to Jay Rifkin
4.3*	Demand Promissory Note in the principal amount of \$10,000 issued October 13, 2006 to Jay Rifkin
4.4*	Demand Promissory Note in the principal amount of \$10,000 issued November 1, 2006 to Jay Rifkin
4.5*	Demand Promissory Note in the principal amount of \$25,000 issued November 8, 2006 to Jay Rifkin
4.6*	Demand Promissory Note in the principal amount of \$50,000 issued November 17, 2006 to Jay Rifkin
31.1	Certification by Chief Executive Officer, required by Rule 13a-14(a) or Rule 15d-14(a) of the Exchange Act
31.2	Certification by Chief Financial Officer, required by Rule 13a-14(a) or Rule 15d-14(a) of the Exchange Act
32.1	Certification by Chief Executive Officer, required by Rule 13a-14(b) or Rule 15d-14(b) of the Exchange Act and Section 1350 of Chapter 63 of Title 18 of the United States Code
32.2	Certification by Chief Financial Officer, required by Rule 13a-14(b) or Rule 15d-14(b) of the Exchange Act and Section 1350 of Chapter 63 of Title 18 of the United States Code

</TABLE>

* Filed herewith.

21

SIGNATURES

In accordance with the requirements of the Exchange Act, the registrant caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

DIGICORP, INC.

Date: December 13, 2006

By: /s/ Jay Rifkin

Jay Rifkin
Chief Executive Officer

Date: December 13, 2006

By: /s/ William B. Horne

William B. Horne
Chief Financial Officer

22

DEMAND PROMISSORY NOTE

\$5,000

September 15, 2006

FOR VALUE RECEIVED, Digicorp, a corporation organized under the laws of Delaware with an address at 4143 Glencoe Avenue, Marina Del Rey, CA 90292 (Fax No.: (310) 651-9629) (the "Maker"), hereby promises to pay to Jay Rifkin with an address at 1723 Cloverfield Blvd., Santa Monica, CA 90404, or assigns (the "Holder"), the principal sum of Five Thousand Dollars (\$5,000) in lawful money of the United States, plus interest thereon at the rate set forth below, ON DEMAND.

1. Payments.

Maker promises to pay interest on the principal amount of this Note outstanding at a rate equal to the "prime rate" published in The Wall Street Journal from time to time to the date of payment in full. Maker hereby agrees to repay the principal amount of this Note, and the interest which shall accrue on this Note, upon written demand therefor by the Holder. When any date on which principal and interest are due and payable falls on a Saturday, Sunday or legal holiday, then such payment shall be due and payable on the first business day immediately following.

Prepayment of all or any part of the principal due and owing on this Note may be made on any date without any additional premium or penalty. All payments made on this Note shall be applied first to amounts other than principal and interest which may then be due hereunder, then to interest accrued to the date of the payment and then to the outstanding principal amount of this Note.

In the event any payment due hereunder is not made within five (5) days after the due date, interest shall accrue on such unpaid amount at the rate of fifteen percent (15%) per annum from the due date.

2. Waivers.

No delay or failure on the part of the Holder in exercising any right, privilege or option hereunder shall operate as a waiver thereof or of any event of default, nor shall any single or partial exercise of any such right, privilege or option preclude any further exercise thereof, or the exercise of any other right, privilege or option.

Makers waive demand, presentment for payment, notice of dishonor, protest and notice of protest and any notice or demands of any kind are hereby expressly waived.

3. Miscellaneous.

(a) Makers shall be responsible for all costs and expenses, including court costs and reasonable attorneys' fees incurred in connection with collection of payments due under this Note.

(b) This Note shall be governed by and interpreted in accordance with the laws of the State of California applicable to agreements made and to be performed within such State. Makers (a) hereby irrevocably submit to the jurisdiction of the state courts of the State of California and the jurisdiction of the United States District Courts in the State of California for the purpose of any suit, action or other proceeding arising out of or based upon this Note, or the subject matter hereof brought by Holder and (b) hereby waive and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or this Note or the subject matter hereof may not be enforced in or by such court, and (c) hereby waive in any such action, suit, or proceeding any offsets or counterclaims. Makers hereby consent to service of process by certified mail at their address set forth herein and agree that this submission to jurisdiction and this consent to service of process by mail is made for the express benefit of Holder. Final judgment against Makers in any such action, suit or proceeding shall be conclusive, and may be enforced in other

jurisdictions (i) by suit, action or proceeding on the conclusive evidence of the fact and of the amount of any indebtedness or liability of Makers therein described or (ii) in any other manner provided by or pursuant to the laws of such other jurisdiction; provided, however, that Holder may at its option bring suit, or institute other judicial proceedings, against Makers or any of their assets in any state or Federal court of the United States or of any country or place where Makers or their assets may be found.

(c) MAKERS HEREBY WAIVE THEIR RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS NOTE. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that related to the subject matter of this Note, including without limitation, contract claims, tort claims, breach of duty claims, and all other common law and statutory claims. Makers hereby acknowledge that this waiver is a material inducement to enter into a business relationship, that Holder has already relied on the waiver in entering into this Note and that Holder will continue to rely on the waiver in related future dealings. This waiver shall apply to any subsequent amendments, renewals, supplements or modifications to this Note.

(d) All notices, consents and other communications provided for in this Note or otherwise required by law shall be in writing and may be given to or made upon the respective parties at the addresses specified in the first paragraph of this Note.

Notices shall be effective upon the date of receipt; provided, however, that a notice sent by certified or registered U.S. mail, with postage prepaid, shall be presumed received no later than three (3) business days following the date of mailing. Notices may also be given by facsimile transmission to the FAX number specified in the first paragraph of this Note and shall be deemed received on the date transmitted.

(e) Time is of the essence with respect to this Note.

2

IN WITNESS WHEREOF, this Note has been executed and delivered by Maker on the 15th day of September 2006.

DIGICORP

By /s/ William B. Horne

Name: William B. Horne

Title: Chief Financial Officer

3

DEMAND PROMISSORY NOTE

\$75,000

September 27, 2006

FOR VALUE RECEIVED, Digicorp, a corporation organized under the laws of Delaware with an address at 4143 Glencoe Avenue, Marina Del Rey, CA 90292 (Fax No.: (310) 651-9629) (the "Maker"), hereby promises to pay to Jay Rifkin with an address at 1723 Cloverfield Blvd., Santa Monica, CA 90404, or assigns (the "Holder"), the principal sum of Seventy Five Thousand Dollars (\$75,000) in lawful money of the United States, plus interest thereon at the rate set forth below, ON DEMAND.

1. Payments.

Maker promises to pay interest on the principal amount of this Note outstanding at a rate equal to the "prime rate" published in The Wall Street Journal from time to time to the date of payment in full. Maker hereby agrees to repay the principal amount of this Note, and the interest which shall accrue on this Note, upon written demand therefor by the Holder. When any date on which principal and interest are due and payable falls on a Saturday, Sunday or legal holiday, then such payment shall be due and payable on the first business day immediately following.

Prepayment of all or any part of the principal due and owing on this Note may be made on any date without any additional premium or penalty. All payments made on this Note shall be applied first to amounts other than principal and interest which may then be due hereunder, then to interest accrued to the date of the payment and then to the outstanding principal amount of this Note.

In the event any payment due hereunder is not made within five (5) days after the due date, interest shall accrue on such unpaid amount at the rate of fifteen percent (15%) per annum from the due date.

2. Waivers.

No delay or failure on the part of the Holder in exercising any right, privilege or option hereunder shall operate as a waiver thereof or of any event of default, nor shall any single or partial exercise of any such right, privilege or option preclude any further exercise thereof, or the exercise of any other right, privilege or option.

Makers waive demand, presentment for payment, notice of dishonor, protest and notice of protest and any notice or demands of any kind are hereby expressly waived.

3. Miscellaneous.

(a) Makers shall be responsible for all costs and expenses, including court costs and reasonable attorneys' fees incurred in connection with collection of payments due under this Note.

(b) This Note shall be governed by and interpreted in accordance with the laws of the State of California applicable to agreements made and to be performed within such State. Makers (a) hereby irrevocably submit to the jurisdiction of the state courts of the State of California and the jurisdiction of the United States District Courts in the State of California for the purpose of any suit, action or other proceeding arising out of or based upon this Note, or the subject matter hereof brought by Holder and (b) hereby waive and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or this Note or the subject matter hereof may not be enforced in or by such court, and (c) hereby waive in any such action, suit, or proceeding any offsets or counterclaims. Makers hereby consent to service of process by certified mail at their address set forth herein and agree that this submission

to jurisdiction and this consent to service of process by mail is made for the express benefit of Holder. Final judgment against Makers in any such action, suit or proceeding shall be conclusive, and may be enforced in other jurisdictions (i) by suit, action or proceeding on the conclusive evidence of the fact and of the amount of any indebtedness or liability of Makers therein described or (ii) in any other manner provided by or pursuant to the laws of such other jurisdiction; provided, however, that Holder may at its option bring suit, or institute other judicial proceedings, against Makers or any of their assets in any state or Federal court of the United States or of any country or place where Makers or their assets may be found.

(c) MAKERS HEREBY WAIVE THEIR RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS NOTE. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that related to the subject matter of this Note, including without limitation, contract claims, tort claims, breach of duty claims, and all other common law and statutory claims. Makers hereby acknowledge that this waiver is a material inducement to enter into a business relationship, that Holder has already relied on the waiver in entering into this Note and that Holder will continue to rely on the waiver in related future dealings. This waiver shall apply to any subsequent amendments, renewals, supplements or modifications to this Note.

(d) All notices, consents and other communications provided for in this Note or otherwise required by law shall be in writing and may be given to or made upon the respective parties at the addresses specified in the first paragraph of this Note.

Notices shall be effective upon the date of receipt; provided, however, that a notice sent by certified or registered U.S. mail, with postage prepaid, shall be presumed received no later than three (3) business days following the date of mailing. Notices may also be given by facsimile transmission to the FAX number specified in the first paragraph of this Note and shall be deemed received on the date transmitted.

(e) Time is of the essence with respect to this Note.

2

IN WITNESS WHEREOF, this Note has been executed and delivered by Maker on the 27th day of September 2006.

DIGICORP

By /s/ William B. Horne

Name: William B. Horne

Title: Chief Financial Officer

3

DEMAND PROMISSORY NOTE

\$10,000

October 13, 2006

FOR VALUE RECEIVED, Digicorp, a corporation organized under the laws of Delaware with an address at 4143 Glencoe Avenue, Marina Del Rey, CA 90292 (Fax No.: (310) 651-9629) (the "Maker"), hereby promises to pay to Jay Rifkin with an address at 1723 Cloverfield Blvd., Santa Monica, CA 90404, or assigns (the "Holder"), the principal sum of Ten Thousand Dollars (\$10,000) in lawful money of the United States, plus interest thereon at the rate set forth below, ON DEMAND.

1. Payments.

Maker promises to pay interest on the principal amount of this Note outstanding at a rate equal to the "prime rate" published in The Wall Street Journal from time to time to the date of payment in full. Maker hereby agrees to repay the principal amount of this Note, and the interest which shall accrue on this Note, upon written demand therefor by the Holder. When any date on which principal and interest are due and payable falls on a Saturday, Sunday or legal holiday, then such payment shall be due and payable on the first business day immediately following.

Prepayment of all or any part of the principal due and owing on this Note may be made on any date without any additional premium or penalty. All payments made on this Note shall be applied first to amounts other than principal and interest which may then be due hereunder, then to interest accrued to the date of the payment and then to the outstanding principal amount of this Note.

In the event any payment due hereunder is not made within five (5) days after the due date, interest shall accrue on such unpaid amount at the rate of fifteen percent (15%) per annum from the due date.

2. Waivers.

No delay or failure on the part of the Holder in exercising any right, privilege or option hereunder shall operate as a waiver thereof or of any event of default, nor shall any single or partial exercise of any such right, privilege or option preclude any further exercise thereof, or the exercise of any other right, privilege or option.

Makers waive demand, presentment for payment, notice of dishonor, protest and notice of protest and any notice or demands of any kind are hereby expressly waived.

3. Miscellaneous.

(a) Makers shall be responsible for all costs and expenses, including court costs and reasonable attorneys' fees incurred in connection with collection of payments due under this Note.

(b) This Note shall be governed by and interpreted in accordance with the laws of the State of California applicable to agreements made and to be performed within such State. Makers (a) hereby irrevocably submit to the jurisdiction of the state courts of the State of California and the jurisdiction of the United States District Courts in the State of California for the purpose of any suit, action or other proceeding arising out of or based upon this Note, or the subject matter hereof brought by Holder and (b) hereby waive and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or this Note or the subject matter hereof may not be enforced in or by such court, and (c) hereby waive in any such action, suit, or proceeding any offsets or counterclaims. Makers hereby consent to service of process by certified mail at their address set forth herein and agree that this submission to jurisdiction and this consent to service of process by mail is made for the express benefit of Holder. Final judgment against Makers in any such action, suit or proceeding shall be conclusive, and may be enforced in other

jurisdictions (i) by suit, action or proceeding on the conclusive evidence of the fact and of the amount of any indebtedness or liability of Makers therein described or (ii) in any other manner provided by or pursuant to the laws of such other jurisdiction; provided, however, that Holder may at its option bring suit, or institute other judicial proceedings, against Makers or any of their assets in any state or Federal court of the United States or of any country or place where Makers or their assets may be found.

(c) MAKERS HEREBY WAIVE THEIR RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS NOTE. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that related to the subject matter of this Note, including without limitation, contract claims, tort claims, breach of duty claims, and all other common law and statutory claims. Makers hereby acknowledge that this waiver is a material inducement to enter into a business relationship, that Holder has already relied on the waiver in entering into this Note and that Holder will continue to rely on the waiver in related future dealings. This waiver shall apply to any subsequent amendments, renewals, supplements or modifications to this Note.

(d) All notices, consents and other communications provided for in this Note or otherwise required by law shall be in writing and may be given to or made upon the respective parties at the addresses specified in the first paragraph of this Note.

Notices shall be effective upon the date of receipt; provided, however, that a notice sent by certified or registered U.S. mail, with postage prepaid, shall be presumed received no later than three (3) business days following the date of mailing. Notices may also be given by facsimile transmission to the FAX number specified in the first paragraph of this Note and shall be deemed received on the date transmitted.

(e) Time is of the essence with respect to this Note.

2

IN WITNESS WHEREOF, this Note has been executed and delivered by Maker on the 13th day of October 2006.

DIGICORP

By /s/ William B. Horne

Name: William B. Horne

Title: Chief Financial Officer

3

DEMAND PROMISSORY NOTE

\$10,000

November 1, 2006

FOR VALUE RECEIVED, Digicorp, a corporation organized under the laws of Delaware with an address at 4143 Glencoe Avenue, Marina Del Rey, CA 90292 (Fax No.: (310) 651-9629) (the "Maker"), hereby promises to pay to Jay Rifkin with an address at 1723 Cloverfield Blvd., Santa Monica, CA 90404, or assigns (the "Holder"), the principal sum of Ten Thousand Dollars (\$10,000) in lawful money of the United States, plus interest thereon at the rate set forth below, ON DEMAND.

1. Payments.

Maker promises to pay interest on the principal amount of this Note outstanding at a rate equal to the "prime rate" published in The Wall Street Journal from time to time to the date of payment in full. Maker hereby agrees to repay the principal amount of this Note, and the interest which shall accrue on this Note, upon written demand therefor by the Holder. When any date on which principal and interest are due and payable falls on a Saturday, Sunday or legal holiday, then such payment shall be due and payable on the first business day immediately following.

Prepayment of all or any part of the principal due and owing on this Note may be made on any date without any additional premium or penalty. All payments made on this Note shall be applied first to amounts other than principal and interest which may then be due hereunder, then to interest accrued to the date of the payment and then to the outstanding principal amount of this Note.

In the event any payment due hereunder is not made within five (5) days after the due date, interest shall accrue on such unpaid amount at the rate of fifteen percent (15%) per annum from the due date.

2. Waivers.

No delay or failure on the part of the Holder in exercising any right, privilege or option hereunder shall operate as a waiver thereof or of any event of default, nor shall any single or partial exercise of any such right, privilege or option preclude any further exercise thereof, or the exercise of any other right, privilege or option.

Makers waive demand, presentment for payment, notice of dishonor, protest and notice of protest and any notice or demands of any kind are hereby expressly waived.

3. Miscellaneous.

(a) Makers shall be responsible for all costs and expenses, including court costs and reasonable attorneys' fees incurred in connection with collection of payments due under this Note.

(b) This Note shall be governed by and interpreted in accordance with the laws of the State of California applicable to agreements made and to be performed within such State. Makers (a) hereby irrevocably submit to the jurisdiction of the state courts of the State of California and the jurisdiction of the United States District Courts in the State of California for the purpose of any suit, action or other proceeding arising out of or based upon this Note, or the subject matter hereof brought by Holder and (b) hereby waive and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or this Note or the subject matter hereof may not be enforced in or by such court, and (c) hereby waive in any such action, suit, or proceeding any offsets or counterclaims. Makers hereby consent to service of process by certified mail at their address set forth herein and agree that this submission to jurisdiction and this consent to service of process by mail is made for the express benefit of Holder. Final judgment against Makers in any such action, suit or proceeding shall be conclusive, and may be enforced in other jurisdictions (i) by suit, action or proceeding on the conclusive evidence of

the fact and of the amount of any indebtedness or liability of Makers therein described or (ii) in any other manner provided by or pursuant to the laws of such other jurisdiction; provided, however, that Holder may at its option bring suit, or institute other judicial proceedings, against Makers or any of their assets in any state or Federal court of the United States or of any country or place where Makers or their assets may be found.

(c) MAKERS HEREBY WAIVE THEIR RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS NOTE. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that related to the subject matter of this Note, including without limitation, contract claims, tort claims, breach of duty claims, and all other common law and statutory claims. Makers hereby acknowledge that this waiver is a material inducement to enter into a business relationship, that Holder has already relied on the waiver in entering into this Note and that Holder will continue to rely on the waiver in related future dealings. This waiver shall apply to any subsequent amendments, renewals, supplements or modifications to this Note.

(d) All notices, consents and other communications provided for in this Note or otherwise required by law shall be in writing and may be given to or made upon the respective parties at the addresses specified in the first paragraph of this Note.

Notices shall be effective upon the date of receipt; provided, however, that a notice sent by certified or registered U.S. mail, with postage prepaid, shall be presumed received no later than three (3) business days following the date of mailing. Notices may also be given by facsimile transmission to the FAX number specified in the first paragraph of this Note and shall be deemed received on the date transmitted.

(e) Time is of the essence with respect to this Note.

2

IN WITNESS WHEREOF, this Note has been executed and delivered by Maker on the 1st day of November 2006.

DIGICORP

By /s/ William B. Horne

Name: William B. Horne

Title: Chief Financial Officer

3

DEMAND PROMISSORY NOTE

\$25,000

November 8, 2006

FOR VALUE RECEIVED, Digicorp, a corporation organized under the laws of Delaware with an address at 4143 Glencoe Avenue, Marina Del Rey, CA 90292 (Fax No.: (310) 651-9629) (the "Maker"), hereby promises to pay to Jay Rifkin with an address at 1723 Cloverfield Blvd., Santa Monica, CA 90404, or assigns (the "Holder"), the principal sum of Twenty Five Thousand Dollars (\$25,000) in lawful money of the United States, plus interest thereon at the rate set forth below, ON DEMAND.

1. Payments.

Maker promises to pay interest on the principal amount of this Note outstanding at a rate equal to the "prime rate" published in The Wall Street Journal from time to time to the date of payment in full. Maker hereby agrees to repay the principal amount of this Note, and the interest which shall accrue on this Note, upon written demand therefor by the Holder. When any date on which principal and interest are due and payable falls on a Saturday, Sunday or legal holiday, then such payment shall be due and payable on the first business day immediately following.

Prepayment of all or any part of the principal due and owing on this Note may be made on any date without any additional premium or penalty. All payments made on this Note shall be applied first to amounts other than principal and interest which may then be due hereunder, then to interest accrued to the date of the payment and then to the outstanding principal amount of this Note.

In the event any payment due hereunder is not made within five (5) days after the due date, interest shall accrue on such unpaid amount at the rate of fifteen percent (15%) per annum from the due date.

2. Waivers.

No delay or failure on the part of the Holder in exercising any right, privilege or option hereunder shall operate as a waiver thereof or of any event of default, nor shall any single or partial exercise of any such right, privilege or option preclude any further exercise thereof, or the exercise of any other right, privilege or option.

Makers waive demand, presentment for payment, notice of dishonor, protest and notice of protest and any notice or demands of any kind are hereby expressly waived.

3. Miscellaneous.

(a) Makers shall be responsible for all costs and expenses, including court costs and reasonable attorneys' fees incurred in connection with collection of payments due under this Note.

(b) This Note shall be governed by and interpreted in accordance with the laws of the State of California applicable to agreements made and to be performed within such State. Makers (a) hereby irrevocably submit to the jurisdiction of the state courts of the State of California and the jurisdiction of the United States District Courts in the State of California for the purpose of any suit, action or other proceeding arising out of or based upon this Note, or the subject matter hereof brought by Holder and (b) hereby waive and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or this Note or the subject matter hereof may not be enforced in or by such court, and (c) hereby waive in any such action, suit, or proceeding any offsets or counterclaims. Makers hereby consent to service of process by certified mail at their address set forth herein and agree that this submission to jurisdiction and this consent to service of process by mail is made for the express benefit of Holder. Final judgment against Makers in any such action, suit or proceeding shall be conclusive, and may be enforced in other jurisdictions (i) by suit, action or proceeding on the conclusive evidence of

the fact and of the amount of any indebtedness or liability of Makers therein described or (ii) in any other manner provided by or pursuant to the laws of such other jurisdiction; provided, however, that Holder may at its option bring suit, or institute other judicial proceedings, against Makers or any of their assets in any state or Federal court of the United States or of any country or place where Makers or their assets may be found.

(c) MAKERS HEREBY WAIVE THEIR RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS NOTE. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that related to the subject matter of this Note, including without limitation, contract claims, tort claims, breach of duty claims, and all other common law and statutory claims. Makers hereby acknowledge that this waiver is a material inducement to enter into a business relationship, that Holder has already relied on the waiver in entering into this Note and that Holder will continue to rely on the waiver in related future dealings. This waiver shall apply to any subsequent amendments, renewals, supplements or modifications to this Note.

(d) All notices, consents and other communications provided for in this Note or otherwise required by law shall be in writing and may be given to or made upon the respective parties at the addresses specified in the first paragraph of this Note.

Notices shall be effective upon the date of receipt; provided, however, that a notice sent by certified or registered U.S. mail, with postage prepaid, shall be presumed received no later than three (3) business days following the date of mailing. Notices may also be given by facsimile transmission to the FAX number specified in the first paragraph of this Note and shall be deemed received on the date transmitted.

(e) Time is of the essence with respect to this Note.

2

IN WITNESS WHEREOF, this Note has been executed and delivered by Maker on the 8th day of November 2006.

DIGICORP

By /s/ William B. Horne

Name: William B. Horne

Title: Chief Financial Officer

3

DEMAND PROMISSORY NOTE

\$50,000

November 17, 2006

FOR VALUE RECEIVED, Digicorp, a corporation organized under the laws of Delaware with an address at 4143 Glencoe Avenue, Marina Del Rey, CA 90292 (Fax No.: (310) 651-9629) (the "Maker"), hereby promises to pay to Jay Rifkin with an address at 1723 Cloverfield Blvd., Santa Monica, CA 90404, or assigns (the "Holder"), the principal sum of Fifty Thousand Dollars (\$50,000) in lawful money of the United States, plus interest thereon at the rate set forth below, ON DEMAND.

1. Payments.

Maker promises to pay interest on the principal amount of this Note outstanding at a rate equal to the "prime rate" published in The Wall Street Journal from time to time to the date of payment in full. Maker hereby agrees to repay the principal amount of this Note, and the interest which shall accrue on this Note, upon written demand therefor by the Holder. When any date on which principal and interest are due and payable falls on a Saturday, Sunday or legal holiday, then such payment shall be due and payable on the first business day immediately following.

Prepayment of all or any part of the principal due and owing on this Note may be made on any date without any additional premium or penalty. All payments made on this Note shall be applied first to amounts other than principal and interest which may then be due hereunder, then to interest accrued to the date of the payment and then to the outstanding principal amount of this Note.

In the event any payment due hereunder is not made within five (5) days after the due date, interest shall accrue on such unpaid amount at the rate of fifteen percent (15%) per annum from the due date.

2. Waivers.

No delay or failure on the part of the Holder in exercising any right, privilege or option hereunder shall operate as a waiver thereof or of any event of default, nor shall any single or partial exercise of any such right, privilege or option preclude any further exercise thereof, or the exercise of any other right, privilege or option.

Makers waive demand, presentment for payment, notice of dishonor, protest and notice of protest and any notice or demands of any kind are hereby expressly waived.

3. Miscellaneous.

(a) Makers shall be responsible for all costs and expenses, including court costs and reasonable attorneys' fees incurred in connection with collection of payments due under this Note.

(b) This Note shall be governed by and interpreted in accordance with the laws of the State of California applicable to agreements made and to be performed within such State. Makers (a) hereby irrevocably submit to the jurisdiction of the state courts of the State of California and the jurisdiction of the United States District Courts in the State of California for the purpose of any suit, action or other proceeding arising out of or based upon this Note, or the subject matter hereof brought by Holder and (b) hereby waive and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or this Note or the subject matter hereof may not be enforced in or by such court, and (c) hereby waive in any such action, suit, or proceeding any offsets or counterclaims. Makers hereby consent to service of process by certified mail at their address set forth herein and agree that this submission to jurisdiction and this consent to service of process by mail is made for the express benefit of Holder. Final judgment against Makers in any such action, suit or proceeding shall be conclusive, and may be enforced in other jurisdictions (i) by suit, action or proceeding on the conclusive evidence of

the fact and of the amount of any indebtedness or liability of Makers therein described or (ii) in any other manner provided by or pursuant to the laws of such other jurisdiction; provided, however, that Holder may at its option bring suit, or institute other judicial proceedings, against Makers or any of their assets in any state or Federal court of the United States or of any country or place where Makers or their assets may be found.

(c) MAKERS HEREBY WAIVE THEIR RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS NOTE. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that related to the subject matter of this Note, including without limitation, contract claims, tort claims, breach of duty claims, and all other common law and statutory claims. Makers hereby acknowledge that this waiver is a material inducement to enter into a business relationship, that Holder has already relied on the waiver in entering into this Note and that Holder will continue to rely on the waiver in related future dealings. This waiver shall apply to any subsequent amendments, renewals, supplements or modifications to this Note.

(d) All notices, consents and other communications provided for in this Note or otherwise required by law shall be in writing and may be given to or made upon the respective parties at the addresses specified in the first paragraph of this Note.

Notices shall be effective upon the date of receipt; provided, however, that a notice sent by certified or registered U.S. mail, with postage prepaid, shall be presumed received no later than three (3) business days following the date of mailing. Notices may also be given by facsimile transmission to the FAX number specified in the first paragraph of this Note and shall be deemed received on the date transmitted.

(e) Time is of the essence with respect to this Note.

2

IN WITNESS WHEREOF, this Note has been executed and delivered by Maker on the 17th day of November 2006.

DIGICORP

By /s/ William B. Horne

Name: William B. Horne

Title: Chief Financial Officer

3

CERTIFICATION

I, Jay Rifkin, Chief Executive Officer of Digicorp, Inc., certify that:

1. I have reviewed this quarterly report on Form 10-QSB of Digicorp, Inc. for the quarter ended September 30, 2006;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the small business issuer as of, and for, the periods presented in this report;
4. The small business issuer's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the small business issuer and have:
 - (a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the small business issuer is made known to us by others, particularly during the period in which this report is being prepared;
 - (b) evaluated the effectiveness of the small business issuer's disclosure controls and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (c) disclosed in this report any change in the small business issuer's internal control over financial reporting that occurred during the small business issuer's most recent fiscal quarter (the small business issuer's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the small business issuer's internal control over financial reporting; and
5. The small business issuer's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the small business issuer's auditors and the audit committee of the small business issuer's board of directors (or persons performing the equivalent functions);
 - (a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the small business issuer's ability to record, process, summarize and report financial information; and
 - (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the small business issuer's internal control over financial reporting.

December 13, 2006

/s/ Jay Rifkin
Jay Rifkin
Chief Executive Officer

CERTIFICATION

I, William B. Horne, Chief Financial Officer of Digicorp, Inc., certify that:

1. I have reviewed this quarterly report on Form 10-QSB of Digicorp, Inc. for the quarter ended September 30, 2006;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the small business issuer as of, and for, the periods presented in this report;

4. The small business issuer's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the small business issuer and have:

(a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the small business issuer is made known to us by others, particularly during the period in which this report is being prepared;

(b) evaluated the effectiveness of the small business issuer's disclosure controls and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(c) disclosed in this report any change in the small business issuer's internal control over financial reporting that occurred during the small business issuer's most recent fiscal quarter (the small business issuer's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the small business issuer's internal control over financial reporting; and

5. The small business issuer's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the small business issuer's auditors and the audit committee of the small business issuer's board of directors (or persons performing the equivalent functions);

(a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the small business issuer's ability to record, process, summarize and report financial information; and

(b) any fraud, whether or not material, that involves management or other employees who have a significant role in the small business issuer's internal control over financial reporting.

December 13, 2006

/s/ William B. Horne
William B. Horne
Chief Financial Officer

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the quarterly report of Digicorp, Inc. (the "Company") on Form 10-QSB for the fiscal quarter ended September 30, 2006 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Jay Rifkin, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities and Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

December 13, 2006

/s/ Jay Rifkin

Jay Rifkin
Chief Executive Officer

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the quarterly report of Digicorp, Inc. (the "Company") on Form 10-QSB for the fiscal quarter ended September 30, 2006 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, William B. Horne, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities and Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

December 13, 2006

/s/ William B. Horne

William B. Horne
Chief Financial Officer