Risk Factors Comparison 2025-03-20 to 2024-04-01 Form: 10-K

Legend: **New Text** ~~Removed Text~~ Unchanged Text Moved Text Section

~~A delisting of~~ **The Federal Anti- Kickback Statute (42 U. S. C. § 1320a- 7b) is broadly worded and prohibits the knowing and willful offer, payment, solicitation** ~~our~~ **or** ~~common stock~~ **receipt** of any form of remuneration in return for,or to induce, (i) the referral of a person covered by Medicare,Medicaid or other governmental programs,(ii) the furnishing or arranging for the furnishing of items or services reimbursable under Medicare,Medicaid or other governmental programs or (iii) the purchasing,leasing or ordering or arranging or recommending purchasing,leasing or ordering of any item or service reimbursable under Medicare,Medicaid or other governmental programs.In addition,a person or entity does not need to have actual knowledge of this statute or specific intent to violate it to have committed a violation.Moreover,the government may assert that a claim including items or services resulting ~~from~~ from **a violation of** the ~~Nasdaq could adversely affect~~ **Anti- Kickback Statute constitutes a false** ~~our~~ **or fraudulent claim for purposes** ~~business, financial condition and results~~ of **the False Claims Act, we do not expect to apply to our** operations ~~and our ability~~ **as we do not plan** to **seek payment** ~~attract new investors, reduce the price at which our common stock trades, decrease, investors' ability to make transactions in our common stock, decrease the liquidity of our outstanding shares, increase the transaction costs inherent in trading such shares, and reduce our flexibility to raise additional capital without overall negative effects~~ for our **services from** ~~stockholders. Market Overview The Market for ED Products According to a January 2022 report published by Verified Market Research,~~ the **federal government** ~~Global Erectile Dysfunction Drugs Market size was valued at $ 3~~ . **Violations** ~~63 billion in 2020, mainly due to the increase in patient awareness and the early adoption~~ of ~~sedentary lifestyle. Verified Market Research also projects that~~ the **Anti** ~~total Global Dysfunction Drugs Market size will contract to $ 2. 95 billion in 2028. The expected reason for this contraction is poor patient compliance with erectile dysfunction drugs and the future availability of cost~~ - ~~effective imitation medicines~~ **Kickback Statute can result in exclusion from Medicare** , **Medicaid or other governmental programs** as well as ~~side~~ **civil and criminal penalties and fines. Imposition of any of these remedies could have a material adverse** ~~effects~~ - **effect on our business, financial condition and results** of **operations** ~~ED drugs~~ . We do not anticipate our ~~Mango ED drug suffering from~~ **current operations being subject to** ~~these~~ -- **the** ~~limitations,~~ **Anti- Kickback Statute** as we ~~believe our~~ **do not seek reimbursement under a federal health care program. U. S. FDA Regulation The FDA regulates** product **promotion** ~~is easy to use~~ and **noncompliance and this could result in the FDA requesting** that we **modify our product promotion or subject us to regulatory and / or legal enforcement actions, including the issuance of a warning letter, injunction, seizure, civil fine, and criminal penalties. Other federal, state or foreign enforcement authorities also monitor product promotion and** have ~~priced~~ **the authority to levy significant fines** ~~our~~ - **or penalties under** ~~product competitively. Separately, Grand View Research, in a July 2022 report, projects that the~~ **other statutory authorities, such as laws prohibiting false claims** ~~U. S. market (where we are initially marketing our ED product)~~ for **reimbursement** ~~erectile dysfunction drugs estimated at approximately $ 1. 1 billion as of 2021~~ , ~~will increase at a 7~~ **if violations of applicable law or regulations occur** . **We** ~~4 % compound annual growth rate though 2030. It is~~ also ~~estimated that nearly 3- in- 5 men in the US have suffered from erectile dysfunction, according to a survey reported in February 2022, by LetsGetChecked, a leading at- home health screening and insights company (based on research carried out by Opinium Research among 2, 006 men in the USA, 1, 178 of whom had previously experienced erectile dysfunction, from February 7- 10, 2020). According to that study, age isn' t that big a factor either, with 56 % of men 18 to 34 years old being affected, compared to 63 % of those over the age of 55. The study also determined that most men blame psychological factors for ED -- with 41 % blaming stress, 34 % blaming having " too much on their mind, " and 31 % believing it is performance anxiety. The Market for Mango GROW According to the website of the American Hair Loss Association, (a) two- thirds of American men will experience some degree of hair loss by the age of 35, (b) by age 50, around 85 percent of men have significantly thinning hair; and (c) for around 25 % of men, the start of male pattern baldness can begin before the age of 21. Additionally, and contrary to societal belief, we~~ believe that ~~most men who suffer~~ **the FDA will likely consider our compounded combination products to be different** from **previously** ~~male pattern baldness are unhappy with their situation and would take steps to change that. In our experience, hair loss affects every aspect of the hair loss sufferer' s life including interpersonal relationships as well as the professional lives of those suffering. According to a May 2022 market study entitled, " Hair Loss Prevention Products Market Forecast to 2028 -- COVID- 19 Impact and Global Analysis -- by Product Type (Shampoos and Conditioners, Oils, Serums, and Others), Category (Natural & Organic, and Conventional), End User (Men, Women, and Unisex), and Distribution Channel (Supermarkets and Hypermarkets, Convenience Stores, Online Retail, and Others) ", by The Insight Partners, the hair loss prevention products market size was valued at $ 23. 6 billion in 2021 and is projected to reach $ 31. 5 billion by 2028, growing at a projected compound annual growth rate of 4. 2 % from 2021 to 2028. Mordor Intelligence LLP believes that the major factors driving the hair loss prevention market are changing lifestyle patterns, adoption of a hectic schedule that increases stress levels, which in turn results in frequent hair loss at an earlier stage among the young population, growing disposable income, and increased emphasis on appearances. Competition and Competitive Advantages We mainly compete with other companies offering men' s wellness products, including Hims & Hers Health, Inc. and Roman, and with our Mango ED products, we compete against much larger pharmaceutical companies who offer ED branded drugs like Viagra (Pfizer) and Cialis (marketed by Lilly ICOS LLC, a joint venture between Eli Lilly and Company and ICOS Corporation) and their generic forms. With our Mango GROW product, we compete against the much larger pharmaceutical company Merck & Co., which offers the branded hair loss product Propecia, and Johnson & Johnson, the owner of Rogaine ® -- a branded form of Minoxidil. These companies have much greater resources than we do and well- known~~

brand names. Our future men' s wellness products will also likely need to compete against other traditional healthcare providers, pharmacies, and large retailers that sell non- prescription products. Furthermore, we compete with other companies, which have greater resources and a greater advertising budget, and which are also selling ED related products with either or both Tadalafil and Sildenafil (or similar products), in an oral disintegrating tablet and who are selling compounded Minoxidil and Finasteride in both topical form (e. g., gels, foams, liquid solutions) and in oral capsule, tablet or pill form. For example, we are aware of other companies that are currently selling oral disintegrating tablets for ED, including those using a combination of Tadalafil and Sildenafil (the active ingredient in Viagra). However, we are not aware of any companies that are selling a compound consisting of Minoxidil and Finasteride in an oral disintegrating tablet form. We compete against these competitors based on our branding, advertising, unique compounding, and product delivery system (i. e., our Mango ED and Mango GROW products have been designed to be taken sublingually, rather than in pill form). Relative to other online direct to consumer telemedicine companies that are selling both generic ED medication and generic hair loss medications, we believe we have priced both our Mango ED products and Mango GROW product at a premium, due to the cost of compounding the product and the use of multiple ingredients. We are currently aware of a handful of other direct to consumer companies that are also selling compounded hair loss and ED medications and who are selling their products at a higher price than Mango' s current price. When comparing the current market for various pharmaceutical related hair loss and ED products, we have attempted to position our pricing to be slightly above average as we anticipate marketing our Mango ED and Mango GROW products to a demographic that we expect will pay a premium for what we believe to be a premium product relative to the competition for the treatment of hair loss and erectile dysfunction. Regulatory Environment We currently produce and sell our Mango ED and Mango GROW products, and plan to produce and sell future pharmaceutical products, under an exemption provided by Section 503A of the FFDCA Act. Section 503A describes the conditions under which compounded human drug products are exempt from the FFDCA Act sections on FDA approval, prior to marketing, current good manufacturing practice (" cGMP ") requirements and labeling with adequate directions for use. One of these conditions is that the drugs must be compounded based on the receipt of valid patient- specific prescriptions; another condition limits " copying " of FDA- approved products, **and** which restricts compounding drugs that have **the FDA will not likely allow us to rely on any FDA- approved labeling or prescribing information. To qualify for the exemptions under section 503A of the FFDCA Act, among** the **other** same active ingredients and route of administration as ingredients **requirements, a drug must be compounded by a licensed pharmacist or a licensed physician that does not compound regularly or in inordinate amounts any drug products** that are used in other FDA approved drugs which are commercially available. The FDA also prohibits any marketing or promotional statements that are " false or misleading in any particular, " including making any unsupported superiority claims against other products or the failure to disclose a material fact. Notwithstanding the above, under relevant FDA guidance, the FDA generally does not consider a compounded drug to be " essentially **copies** a copy " of a commercially available drug if the compounded drug has a different route of administration as compared with the approved alternative, and our Mango ED and Mango GROW products are for a different route of administration (e. g., sublingual). In addition, the FDA does not consider a compounded drug to be " essentially a copy " of a commercially available drug if the approved product cannot be used for the prescribed route of administration, which is available in the compounded version (which we believe it cannot, as discussed below). Finally, we do not expect that we will be deemed to have engaged in such " copying ", because our Mango ED and Mango GROW products are based on a prescriber' s determination for each patient that the change associated with the compounded product (our Mango ED and Mango GROW products) produces for the patient a significant difference as compared with the commercially available drug product. Under relevant FDA guidance, the FDA does not consider a compounded drug " essentially a copy " if a prescriber determines that there is a change, made for an identified individual patient, which produces for that patient a significant difference from the commercially available product. Under Section 503A of the FFDCA Act, it is the prescribing practitioner who determines if a compounded drug is necessary for the identified patient and whether the change associated with the compounded product produces for the patient a significant difference as compared with the commercially available drug product. FDA' s guidance states that FDA generally does not intend to question prescriber determinations that are appropriately documented. Our Mango ED and Mango GROW compounded products have been formulated as a Rapid Dissolve Tablet using a sublingual (applied under the tongue) delivery system to bypass the stomach and liver. We believe this offers a significant difference based on the fact that the approved versions are not available in the same route of administration (i. e., sublingual). A sublingual formulation may be able to meet the clinical needs of a particular patient who desires a more rapid onset of action compared to an FDA- approved oral formulation. In addition, because the prevalence of ED generally increases with age, older patients who may have difficulty swallowing an FDA- approved oral formulation may benefit from a sublingual formulation that dissolves under the tongue. Compounded drugs, like our Mango ED and Mango GROW products, are not FDA- approved. This means that the FDA does not verify the safety or effectiveness of such drugs. Instead, consumers rely on the determination of a prescribing physician that the compounded drug is necessary for the individual patient. Compounded drugs also lack an FDA finding of manufacturing quality before such drugs are marketed. The FDA has the authority to impose significant restrictions on products through regulations on advertising, promotional and distribution activities. In particular, the FDA will object to any promotional activity (including through testimonials and surrogates) that is " false or misleading in any particular, " including the failure to disclose material facts. For example, the FDA will expect adequate substantiation for an efficacy claim, which would require substantial evidence derived from adequate and well- controlled clinical trials. We believe we can conduct truthful and non- misleading promotional activities, including activities involving the use of testimonials and surrogates, with limited claims that do not require substantial evidence derived from adequate and well- controlled clinical trials and which do not include efficacy claims. We are also aware of data in the scientific literature supporting how the proposed combination of the compounds which make up our Mango ED products (i. e., Tadalafil or Sildenafil, Oxytocin, and L- arginine) might be expected to perform in ED patients. Previous clinical studies (none of which we have paid for or undertaken ourselves)

have suggested that either Sildenafil Tadalafil and L- arginine in combination for treatment of ED may be more effective than either compound alone (see L. Gallo et al., The Daily Therapy With L- Arginine 2, 500 mg and Tadalafil 5 mg in Combination and in Monotherapy for the Treatment of Erectile Dysfunction: A Prospective, Randomized Multicentre Study, 8 Sex Med 178, 184 (June 2020) – finding that in general, combination therapy with Tadalafil and L- Arginine was superior to monotherapies for the treatment of ED; and M. Abu El- Hamd & E. Mohammed Hegazy, Comparison of the clinical efficacy of daily use of L- arginine, tadalafil and combined L- arginine with tadalafil in the treatment of elderly patients with erectile dysfunction, 52 Andrologia e13640, 3 (Aug. 2020) (" Hamd and Hegazy ") – finding that the combined daily use of L- arginine with Tadalafil therapy for elderly male patients with ED could significantly increase Sexual Health Inventory for Men (SHIM) scores and levels of total testosterone in comparison to L- arginine, or Tadalafil alone) — This is because L- arginine may increase nitric oxide, that in turn may increase cyclic guanosine monophosphate, which has relaxation and vasodilation (dilatation of blood vessels) effects on smooth muscle to assist in the treatment of ED (see Hamd and Hegazy paper). Furthermore, Oxytocin is a neurotransmitter linked to increased levels of social interaction, well- being, and anti- stress effects and clinical studies suggest administration of Oxytocin may stimulate certain aspects of social interaction, and may cause anti- anxiety and anti- stress effects (see Hamd and Hegazy paper). Furthermore, we are aware of data in the scientific literature supporting the efficacy of Minoxidil as an oral treatment (as discussed below), as opposed to topical treatments that have been more traditionally used and marketed for hair growth to date. Topical Minoxidil and oral Finasteride are current the standard first- line treatments for androgenetic alopecia (AGA) (male pattern baldness). Minoxidil in an oral formulation has been previously used for the treatment of severe and uncontrolled hypertension at a dose of 10 – 40 mg. Unintentionally, the early trials of oral minoxidil as an antihypertensive drug documented side effects such as hypertrichosis (excessive hair growth anywhere on the body) and hirsutism (excess hair most often noticeable around the mouth and chin) with chronic use. A study conducted by Ratchathorn Panchaprateep & Suparuj Lueangarun, and published in the September 24, 2020 edition of Dermatology and Therapy, found that oral minoxidil at a dose of 5 mg taken once daily, significantly increased hair growth in men with AGA after 12 and 24 weeks of treatment (Panchaprateep, R., Lueangarun, S. Efficacy and Safety of Oral Minoxidil 5 mg Once Daily in the Treatment of Male Patients with Androgenetic Alopecia: An Open- Label and Global Photographic Assessment. Dermatol Ther (Heidelb) 10, 1345 – 1357 (2020)). Separately, Finasteride taken orally in the amount of 1 mg per day has shown to promote scalp hair growth and prevent further hair loss in a significant proportion of men with male pattern hair loss (McClellan, K. J., Markham, A. Finasteride. Drugs 57, 111 – 126 (1999). Neither we, nor our representatives have had any conversations with the FDA staff regarding whether our Mango ED and Mango GROW products can be sold pursuant to Section 503A of the FFDCA Act and future conversations with the FDA may result in the FDA staff raising issues with such sales pursuant to Section 503A of the FFDCA, requiring certain pre- requisites or changes to our current business plan, which may be costly or time consuming, and / or may result in us being prohibited from selling our Mango ED and Mango GROW products pursuant to Section 503A of the FFDCA Act. Government Regulation We, as are many other companies, are also subject to environmental laws, rules and regulations which could affect our operations, including those disclosed below. As a consumer- focused health and wellness company delivering comprehensive telehealth technologies and services and health and wellness prescription based products, in addition to the typical legal and regulatory considerations faced by a technology- based company, we are required to comply with complex healthcare laws and regulations, and consumer protection laws and regulations, all at both the state and federal level. Our business and operations are subject to extensive regulation, including with respect to the practice of medicine, the use of telehealth, relationships with healthcare providers, privacy and security of personal health information, product safety and pharmacy operations. Government regulation of healthcare generally Generally speaking, the healthcare industry is one of the most highly regulated industries in the United States. Healthcare- related businesses are subject to a broad array of governmental regulation at the federal, state, and local levels. While portions of our business are subject to significant regulations, some of the more well- known healthcare regulations do not apply to the Company because of the way our current operations are structured. We currently accept payments only from our customers — not any third- party payors, such as government healthcare programs or health insurers. Because of this approach, we are not subject to many of the laws and regulations that impact other participants in healthcare industry. If we begin accepting reimbursement payments from insurance providers or other third- party payors such as a government program, we will become subject to some of these additional healthcare laws and regulations. Irrespective of our business model, the healthcare industry is subject to changing political, economic and regulatory influences that may affect health and wellness companies like Mangoceuticals. During the past several years, the healthcare industry has been subject to an increase in governmental regulation and subject to potential disruption due to legislative initiatives and government regulation, as well as judicial interpretations thereof. While these regulations may not directly impact us or our offerings in any given case, they will affect the healthcare industry as a whole and may impact customer use of the Company' s solutions and will have a direct impact on the Company' s expenditures as this would require additional capital resources to remain in compliance. If the government asserts broader regulatory control over companies like us or if we accept payment from and / or participate in third- party payor programs in the future, the complexity of our operations and our compliance obligations will materially increase. Government regulation of the practice of medicine and telehealth The practice of medicine is subject to various federal, state, and local certification and licensing laws, regulations, approvals and standards, relating to, among other things, the qualifications of the provider, the practice of medicine (including specific requirements when providing health care utilizing telehealth technologies and the provision of remote care), the continuity and adequacy of medical care, the maintenance of medical records, the supervision of personnel, and the prerequisites for the prescription of medication and ordering of tests. Because the practice of telehealth is relatively new and rapidly developing, regulation of telehealth is evolving and the application, interpretation and enforcement of these laws, regulations and standards can be uncertain or uneven. Similarly, the ability of our related party pharmacy to fulfill prescriptions and distribute pharmaceutical products, including compounded pharmaceutical products, is dependent upon the laws that govern licensed pharmacies and the fulfillment and distribution of

~~prescription medication and other pharmaceutical products, which include in some cases requirements relating to telehealth. As a result, we must continually monitor legislative, regulatory, and judicial developments regarding the practice of medicine, telehealth and pharmaceutical laws in order to support our related party pharmacy (Epiq Scripts) and third- party doctor' s network (Doctegrity). Physicians who provide professional clinical services via telehealth must, in most instances, hold a valid license to provide the applicable professional services in the state in which the patient is located. As such, the physicians provided to us through our relationship with BrighterMD, LLC dba Doctegrity,~~ discussed under " Item 1. Business — Material Agreements — Master Services Agreement with Epiq Scripts " ~~and " — First Amendment to MSA~~ , " are required to be licensed under..... — First Amendment to MSA, " we have entered into an agreement with Epiq Scripts, a related party, ~~51~~ **52** % owned and controlled by Jacob D. Cohen, our Chairman and Chief Executive Officer, to provide us compounding and other pharmacy services. Our operations are subject to extensive government regulation, from the entry into agreements with physicians or groups of physicians to provide telehealth services to our potential customers, to the marketing and promotion of our products, the creation of our products, and the sale of our products through licensed pharmacists. Risk of Litigation Additionally, federal and state statutes provide for private causes of action to plaintiffs alleging misleading marketing claims, or otherwise making allegations which are found to be in violation of such laws. As such, misleading promotional statements and practices can lead to litigation under state consumer protection and unfair trade practices laws. To date, there has been a substantial amount of litigation under these laws challenging the marketing and sale of compound drugs and we may face legal actions, and be subject to significant penalties, judgments and damages, if we are found to have violated these laws. Health Information Privacy and Security Laws Numerous U. S. state and federal laws and regulations govern the collection, dissemination, use, privacy, confidentiality, security, availability, integrity, and other processing of health information. We believe that, because of our operating processes, we are not a covered entity or a business associate under the Health Insurance Portability and Accountability Act and the implementing regulations (" HIPAA "), which establishes a set of national privacy and security standards for the protection of protected health information by health plans, healthcare clearinghouses, and certain healthcare providers, referred to as covered entities, and the business associates with whom such covered entities contract for services. Because we need to use and disclose customers' health and personal information in order to provide our services, we develop and maintain policies and procedures to protect that information in the future. In addition to HIPAA, numerous other federal, state, and foreign laws and regulations protect the confidentiality, privacy, availability, integrity and security of health information and other types of personal information. These laws and regulations are often uncertain, contradictory, and subject to changing or differing interpretations. Additionally, these laws may be similar to or even more protective than, and may not be preempted by, HIPAA and other federal privacy laws. The privacy and data protection laws in many states in which we operate are more restrictive than HIPAA and / or may apply more broadly than HIPAA. In certain cases, it may be necessary to modify our operations and procedures to comply with these more stringent state laws. Not only may some of these state laws impose fines and penalties upon violators, but also some, unlike HIPAA, may afford private rights of action to individuals who believe their personal information has been misused. We expect new laws, rules and regulations regarding privacy, data protection, and information security to be proposed and enacted in the future; as state laws are changing rapidly. For example, as of the date of this Report, ~~thirteen~~ **twenty** states — California, Colorado, Connecticut, Delaware, **Florida,** Indiana, Iowa, **Kentucky, Maryland,** Montana **, Minnesota, Montana, New Hampshire, Nebraska** , New Jersey, Oregon **, Rhode Island** , Tennessee, Texas, Utah, and Virginia — have enacted consumer data privacy laws. The data privacy laws have a number of things in common with each other, including allowing residents of those states the right to access and delete their personal information and to opt- out of the sale of their personal information, among others. Other provisions require commercial websites or online services to post a privacy policy that describes the types of personal information collected, what information is shared with third parties, and how consumers can request changes to certain information. Our compliance with these and future rules may increase our operating and expenses and our failure to comply with these rules could subject us to fines, penalties and litigation. In addition to the above, proposed or new legislation and regulations could also significantly affect our business. There currently are a number of proposals pending before federal, state, and foreign legislative and regulatory bodies. Product Liability As a distributor of men' s health and wellness products, the Company faces an inherent risk of exposure to product liability claims, regulatory action and litigation if its future products are alleged to have caused significant loss or injury. In addition, the sale of our products involves the risk of injury to consumers due to tampering by unauthorized third parties or product contamination. Previously unknown adverse reactions resulting from human consumption of our products alone or in combination with other medications or substances could occur. We may be subject to various product liability claims, including, among others, that our future products caused injury or illness, include inadequate instructions for use or include inadequate warnings concerning possible side effects or interactions with other substances. A product liability claim or regulatory action against the Company could result in increased costs, could adversely affect our reputation with our clients and consumers generally, and could have a material adverse effect on our results of operations and financial condition of the Company. For example, a 2014 study published in The Journal of the American Medical Association determined that Sildenafil (the active ingredient in Viagra) may be associated with a higher risk of developing melanoma. The study evaluated data from more than 25, 000 men who used Sildenafil and found that Sildenafil use was significantly associated with an increased risk of subsequent melanoma, after considering other risk factors. It is possible that the ingredients we use in our Mango ED and Mango GROW products or any other products we sell in the future could be found in the future to result in increases in the likelihood of developing cancer or other diseases, which could subject us to litigation, penalties or recalls. ~~We have an insurance policy in effect that includes customary coverage and protection for professional liability, general liability, employee benefits and protection against claims including technology products, services and against cyber security. Our insurance policy also covers exposure to product liability claims, including both technology product claims related to customer data breaches, copyright infringement and / or misrepresentation and fraud and any claims made in connection with any physical products and services sold through the~~

Company' s website. Material Agreements Physician Services Agreement with Doctegrity Pursuant to the Physicians Agreement, Doctegrity, which provides online telemedicine technology services and provides access to independently contracted licensed physicians and providers, agreed to (a) arrange for the services of a physician or, where appropriate, a mid-level practitioner with delegated authority from a physician, licensed in the appropriate state the practice of medicine will take place, who will establish a physician / patient relationship with patients associated with the Company' s platform in accordance with the laws and regulations of the appropriate state (s) and also provide physician review and assessment and quality control of the Company' s or related brands' advertising of services, medical questionnaires and related prescription requests; and (b) provide an asynchronous telehealth platform (and in certain cases, synchronous capabilities in certain U. S. states where and when available and applicable) which provides patient access to licensed physicians in the state from which the patient, who is participating under our platform, resides. We chose to contract with Doctegrity after reviewing and comparing the fees and services offered by similar telehealth platform companies that facilitate visits between health care professionals and patients. After a patient visits our website and submits a request for a consultation with a health care professional, Doctegrity will communicate the patient' s information to one of its affiliated physicians. Doctegrity and the physicians are responsible for conducting the telehealth consultation and any ongoing communication with the patient in accordance with applicable laws. The physicians make a determination, in their sole discretion, as to whether or not to prescribe our products (currently our Mango ED and Mango GROW products) to potential customers. If the physicians prescribe our Mango ED or Mango GROW products, then the customers pay us for our products. In turn, Epiq Scripts, LLC, pursuant to the Master Services Agreement discussed below, is provided information on the customer and compounding of our product, compound the product, and ship the product to customers using packaging and shipping materials which we supply. We pay Doctegrity for each physician visit conducted in response to request made by a patient on our website, regardless of whether the physician prescribes our product to the patient. The fee we pay Doctegrity is fixed, set in advance and was negotiated at arms' length after comparing the prices offered by similar services. We are not a party to any contracts between Doctegrity and any health professionals or physician groups and do not control how Doctegrity reimburses these providers. Although our arrangement with Doctegrity, as summarized above, is structured to comply with applicable laws, including those restricting the corporate practice of medicine and fee splitting, there may be a risk that a state agency, now or in the future as these laws (and interpretations of them) evolve, would conclude that the arrangement and fee structure between Doctegrity and its contracted physicians and / or our agreement with Doctegrity violates the corporate practice of medicine doctrine and fee splitting restrictions in Texas or in another state where a patient who uses our Mangoceuticals platform is located. The Physicians Agreement has a term of one year subject to automatic one- year renewals unless and until terminated in accordance with the Physicians Agreement, including by either party with 90 days' prior written notice with or without cause and for cause with ten days' written notice. The Physicians Agreement requires us and Doctegrity to maintain certain minimum levels of insurance, and contains customary representations and warranties, force majeure provisions and confidentiality obligations. Pursuant to the Physicians Agreement, each party is required to indemnify and hold harmless the other party, its affiliates and representatives, from and against any third party claims, liabilities, damages, judgments or other losses (including reasonable attorneys' fees) imposed upon or incurred by them arising out of or as a result of: (i) any acts or omissions by or the willful misconduct of the other party, its affiliates or representatives in connection with the performance of any of their respective obligations under the agreement; and (ii) any material breach of the agreement by the other party, or its affiliates or representatives; except to the extent that such losses arising pursuant to (i) and / or (ii), arise from the bad faith, willful misconduct or gross negligence of the party seeking indemnification. The Physicians Agreement also includes customary limitation of liability language, whereby each party waived any liability from the other for any indirect, incidental, exemplary, punitive or consequential damages. Doctegrity' s physicians are tasked with determining whether patients seeking Mango ED or Mango GROW products are eligible to be prescribed our Mango ED and Mango GROW products, respectively, with the sole purpose of the telemedicine engagement being for the determination, in the physician' s sole judgment, of whether the patient is qualified to obtain a prescription for the Mango ED or Mango GROW products. Doctegrity' s physicians are required to electronically send prescriptions to Epiq Scripts (the Company' s designated and accredited pharmacy partner), which financial relationship is required to be disclosed in writing to the patient via the Terms and Conditions listed on the Company' s website, including informed consent, and also informing the patient that the prescription is sent to the Company' s designated pharmacy partner. Doctegrity' s physicians are only able to prescribe Mango ED or Mango GROW products to patients seeking ED medical and / or treatment hair loss, respectively, through our customer portal. The agreement also includes certain covenants restricting our operations, restricting us and our owners, directors, officers, and managers, during the term of the agreement and for 12 months thereafter from providing to or for any customer any services or products, solutions, of the type provided by Doctegrity, using confidential information received during the term of the agreement. Master Services Agreement with Epiq Scripts On September 1, 2022, and effective on August 30, 2022, we entered into a Master Services Agreement with Epiq Scripts, which at the time was 51 %- owned by American International. Mr. Cohen, our Chairman and Chief Executive Officer, served as the Chief Executive Officer and a director of, and had voting control over, American International at the time of the entry into the Master Services Agreement, and currently serves on the Board of Directors of American International. The Company was wholly- owned by American International until June 16, 2022, when control of the Company was sold to Cohen Enterprises, which is owned by Mr. Cohen. Epiq Scripts was formed in January 2022, and only began compounding drugs for patients in November 2022. On February 15, 2023, the 51 % of Epiq Scripts then owned by American International was transferred to Mr. Cohen as part of an exchange transaction, whereby Mr. Cohen agreed to cancel his preferred stock of American International, which provided him voting control over American International, in exchange for among other assets, American International' s ownership of Epiq Scripts. As a result, Epiq Scripts is currently 51 % owned by Mr. Cohen, our Chairman and Chief Executive Officer. Additionally, Mr. Cohen has served as the co- Manager of Eqiq Scripts since January 2022. Pursuant to the Master Services Agreement and a related statement of work (" SOW "), Epiq

Scripts agreed to provide pharmacy and related services to the Company, the Company agreed to exclusively use Epiq Scripts as the provider of the Services (defined below) during the term of the agreement, so long as Epiq Scripts complies with the terms of the Master Services Agreement. The agreement also includes a 30 day right of first refusal for Epiq Scripts to provide pharmacy services for any new product that Mango may introduce during the term of the agreement. Pursuant to the SOW, Epiq Scripts agreed to provide for the online fulfillment, specialty compounding, packaging, shipping, dispensing and distribution (collectively, the " Services ") of products sold exclusively via our website that may be prescribed as part of a telehealth consultation on our platform. Epiq Scripts also agreed to provide mail service pharmacy services to us on an exclusive basis during the term of the SOW. We agreed to provide Epiq Scripts with all custom packaging materials, including but not limited to, individual sachet and / or blister packaging materials, outer box packaging, and any custom inserts and / or marketing information to accompany the prescription shipment, if any and to provide Epiq Scripts with quarterly sales forecasts to ensure Epiq Scripts has enough packaging materials on hand to cover a 90 day period. We agreed to pay for all direct shipping, delivery and related courier costs and to provide Epiq Scripts with direct access to any online accounts to access and generate shipping labels for the fulfillment and delivery of our products. The SOW has a term through December 31, 2025, automatically renewable thereafter for successive one- year terms unless either party terminates the agreement at least 90 days before renewal thereof and the SOW is subject to the same termination rights of the parties as set forth in the Master Services Agreement (discussed below). Pursuant to the SOW, we agreed to pay Epiq Scripts certain fixed rate fees for prescription fulfillment, processing and packaging (per prescription) and drug compounding (per pill), provided the per pill rate is reduced upon us exceeding 3, 500 product packages per month. Under the Master Services Agreement, we are solely responsible for billing and collecting funds from our customers and Epiq Scripts is paid out of funds that we actually collect. The Master Services Agreement has a term of five years, automatically renewable to additional one- year terms thereafter unless either party provides the other notice of termination at least 90 days prior to the date of automatic renewal. The Master Services Agreement can be terminated (i) upon breach of the agreement by the other party, subject to a 90- day cure right, (ii) if a party enters into bankruptcy or fails to pay its debts as they become due, or (iii) if Epiq Scripts becomes unable to perform the services covered by the Master Services Agreement and any statements of work associated therewith. Payments under the Master Services Agreement are due within 15 days after the end of each month during which collections are received. The Master Services Agreement contains customary confidentiality obligations, record retention provisions, audit rights, and representations and warranties of the parties. Each party to the Master Services Agreement agreed to indemnify, defend, and hold harmless the other and the other party' s officers, directors, shareholders, employees, and agents from and against any and all nonparty claims, or actions for damages, liabilities (including strict liability), penalties, costs and expenses (including reasonable legal fees, expenses and costs) to the proportionate extent caused by (1) the negligence or willful misconduct of the indemnitor or any of its employees or agents in connection with the performance of the agreement, or (2) any breach of any representation, warranty or covenant under the agreement by the indemnitor or any of its employees or agents. Additionally, the parties agreed that neither party will be liable to the other for special, incidental, or exemplary damages, subject to certain limited exceptions. The Master Services Agreement does not address product liability claims or assign any rights of indemnification or contribution in connection therewith. We paid Epiq Scripts a total of $ 60, 000 upon our entry into the Master Services Agreement, comprising $ 45, 000 as a one- time non- refundable technology systems setup and implementation fee and $ 15, 000 as an upfront retainer to be credited towards the future provision of pharmacy and related services as outlined and detailed in the Master Services Agreement and SOW, of which $ 11, 745 remained outstanding as of December 31, 2022 and $ 60, 953 remained outstanding as of December 31, 2023. All costs related to the pharmacy services provided by Epiq Scripts are listed as related party costs of revenues on our statement of operations. Epiq Scripts has filed with the Utilization Review Accreditation Commission (" URAC ") to obtain its pharmacy accreditation and obtained its first state license in the State of Texas in February 2022. Epiq Scripts has State Board of Pharmacy (or its equivalent) licenses to operate in the District of Columbia and the following 47 states: Alaska, Arizona, Arkansas, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming and plans to eventually obtain licenses in all 50 states by the end of the second quarter 2024, with some state licenses easier to obtain and quicker to obtain than others. As a result of the above, Epiq Scripts can currently only provide the Services to the Company in the District of Columbia and 47 states described above, and the Company will be unable to sell its products to any customers in any states other than those named above, until Epiq Scripts is able to obtain licenses in other states and will thereafter be limited to selling products to customers only in the states in which Epiq Scripts holds a license. Consulting Agreement With Epiq Scripts On September 15, 2023, we entered into a Consulting Agreement (the " Consulting Agreement ") with Epiq Scripts. Pursuant to the Consulting Agreement, Epiq Scripts agreed to provide pharmacy consulting services in connection with the Company' s global expansion efforts, and as reasonably requested by the Company, during the term of the agreement, which is for five years, unless otherwise earlier terminated (a) due to breach of the agreement by either party and the failure to cure such breach 30 days after written notice thereof; (b) the mutual agreement of the parties; or (c) the date that Epiq Scripts provides the Company written notice of termination, which may be at any time and for any reason. In consideration for agreeing to provide the services under the agreement, the Company agreed to pay Epiq Scripts (1) a one- time payment of $ 65, 000, payable within ten days of the entry into the agreement, which was timely paid; and (2) a set fee, payable for each prescription drug pill sold by the Company for cash, to the extent such pill must be prescribed by a medical doctor, or sold through retail pharmacies over the counter, in jurisdictions where a doctor' s prescription is not required for the sale of such drugs, and sold in a Territory (defined below), which consideration per pill decreases each year that the agreement is in effect, and is only payable for the first five years of the agreement. The Consulting Agreement further provides that no payments are

due for the sale of any prescription pills until the First Sale. Under the Consulting Agreement, (a) " Territory " means worldwide, except for the United States, including its territories and possessions and the District of Columbia; and (b) " First Sale " means the date that the first commercial sale of prescription pills occurs in the Territory. Future payments are also required to be offset equitably for any prescription pill sold which is later refunded, charged back, returned, or reimbursed to a purchaser. The agreement includes customary representations of the parties, confidentiality and non- solicitation provisions, rights of Epiq Scripts to audit the sales of prescription pills, subject to certain limitations and requirements, and the requirement that the Company reimburse certain expenses of Epiq Scripts, subject to certain limitations and pre- approvals. First Amendment to MSA On September 15, 2023, we entered into a First Addendum to Master Services Agreement (" MSA ") with Epiq Scripts (the " First Amendment "). Pursuant to the First Amendment, the parties agreed to amend the MSA to include certain Right of first negotiation rights and right of first refusal rights (each as discussed below). Additionally, the First Amendment provides for certain rights to Epiq Scripts in the event that the Company seeks to obtain pharmaceutical services in connection with certain Company products (collectively, " Pharmaceutical Services ") in jurisdictions other than the United States, including, without limitation, Mexico and the United Kingdom, where Epiq Scripts does not currently maintain licenses or permits (" Future Jurisdictions ", which shall also include, to the extent applicable, any state in the United States in which Epiq Scripts does not then hold required permits or licenses for the provision of the Pharmaceutical Services) and / or to terminate Epiq Scripts' rights to provide exclusive Pharmaceutical Services in any current state of the United States or Future Jurisdiction where Epiq Scripts may then be providing Pharmaceutical Services to the Company (each a " Current Jurisdiction "). Specifically, the parties agreed in the First Amendment that should the Company decide to transfer any services provided by Epiq Scripts in a Current Jurisdiction to another pharmaceutical service provider (" Transferred Services "), the Company will be required to pay Epiq Scripts a fee of 1 % of the total gross sales of all Prescription Products (defined below) by the Company resulting from the Transferred Services in the Current Jurisdiction, for a period of the lesser of (a) five (5) years from the date the Company transferred the Transferred Services; and (b) through the end of the term of the MSA (including where applicable, any renewal term) (the " Non- Use Fee "). The Non- Use Fee is payable monthly in arrears, for calendar quarters, by the 15th day following the end of each calendar quarter. " Prescription Products " means Products (as defined in the MSA) sold by the Company which must be prescribed by a medical doctor. Notwithstanding the above, the Non- Use Fee shall not apply, and the Company shall not be obligated to pay any Non- Use Fee (a) in the event that the Transferred Services are provided directly by the Company or a majority- owned subsidiary of the Company; (b) in the event the Company decides to enter into an agreement with another pharmaceutical service provider to provide Pharmaceutical Services in a Future Jurisdiction; or (c) in connection with any services provided by any parties in any Future Jurisdictions. The First Amendment also provides that until the fifth anniversary of the First Amendment, the Company shall notify Epiq Scripts in writing of any plans to (a) expand its need for pharmacy services outside of those contemplated by the MSA; (b) expand its need for pharmacy services into a new jurisdiction which Epiq Scripts does not then operate in (including, but not limited to new countries); or (c) begin providing pharmacy services internally (either through organic growth or acquisition). Thereafter Epiq Scripts has the right to provide the Company written notice of its intention to provide such services (as described in (a) or (b) above, whereafter the Company is required to discuss and negotiate such services in good faith with Epiq Scripts for a period of not less than 15 days). Otherwise, in the event of the occurrence of an event discussed in (c) above, the Company is required to discuss the possibility of Epiq Scripts either co-operating the pharmacy or providing management services to the Company in good faith for 15 days. In the event after such 15 day period, the Company and Epiq Scripts cannot come to a mutually agreeable agreement, the Company is under no further obligation regarding the matter set forth in the notice provided to Epiq Scripts. Finally, the First Amendment includes a requirement whereby if Epiq Scripts receives notice of any proposed fundamental transaction involving Epiq Scripts or its assets, including any agreement, arrangement, offer or proposal (including a letter of intent, term sheet, form of definitive agreement or definitive agreement) for an asset sale or acquisition, merger, acquisition or sale of securities, or redemption or repurchase of securities, Epiq Scripts must provide the Company notice of such offer within three days, after which receipt the Company will have the right of first refusal for 30 days to become the purchaser in connection with the notified transaction, on the terms, and subject to the conditions, set forth in such notified offer and pursuant to the conditions of the First Amendment. Consulting Agreements On September 6, 2022, we entered into a Consulting Agreement with PHX Global, LLC (" PHX "), which is owned by Peter " Casey " Jensen, who was a member of the Board of Directors of American International. Pursuant to the Consulting Agreement, PHX agreed to provide consulting and general business advisory services as reasonably requested by the Company during the term of the agreement, which was for 12 months, unless otherwise earlier terminated due to breach of the agreement by either party, and the failure to cure such breach 30 days after written notice thereof. In consideration for agreeing to provide the services under the agreement, the Company issued PHX 50, 000 shares of restricted common stock. The agreement contains customary confidentiality and non- solicitation provisions. We also agreed to include the shares issued to PHX in the Resale Prospectus, which shares of common stock were included therein. On September 6, 2022, we entered into a Consulting Agreement with Ezekiel Elliott (" Elliott "), currently a professional football player in the National Football League (NFL), to provide consulting and general business advisory services as reasonably requested by the Company during the term of the agreement, which was for 12 months unless otherwise earlier terminated due to breach of the agreement by either party and the failure to cure such breach 30 days after written notice thereof. In consideration for agreeing to provide the services under the agreement, the Company issued Elliott 100, 000 shares of restricted common stock. The agreement contains customary confidentiality and non- solicitation provisions. We also agreed to include the shares issued to Elliott in the Resale Prospectus, which shares of common stock were included therein. On September 15, 2022, we entered into a Consulting Agreement with David Sandler, an individual (" Sandler "), to provide consulting and general business advisory services as reasonably requested by the Company during the term of the agreement, which was for six months, unless otherwise earlier terminated due to breach of the agreement by either party, and the failure to cure such breach 30 days after written notice thereof. In consideration for

agreeing to provide the services under the agreement, the Company issued Sandler 10, 000 shares of restricted common stock. The agreement contains customary confidentiality and non- solicitation provisions. We also agreed to include the shares issued to Sandler in the Resale Prospectus, which shares of common stock were included therein. On September 15, 2022, we entered into a Consulting Agreement with Hsiaoching Chou, an individual (" Chou "), to provide consulting and general business advisory services as reasonably requested by the Company during the term of the agreement, which was for six months, unless otherwise earlier terminated due to breach of the agreement by either party, and the failure to cure such breach 30 days after written notice thereof. In consideration for agreeing to provide the services under the agreement, the Company issued Chou 5, 000 shares of restricted common stock. The agreement contains customary confidentiality and non- solicitation provisions. We also agreed to include the shares issued to Chou in the Resale Prospectus, which shares of common stock were included therein. On September 22, 2022, we entered into a service agreement with Greentree Financial Group, Inc. (" Greentree " and the " Service Agreement "). Pursuant to the Service Agreement, Greentree agreed to perform the following services: (a) bookkeeping services for the Company for the period from October 1, 2022 through June 30, 2023; (b) advice and assistance to the Company in connection with the conversion of its financial reporting systems, including its projected financial statements, to a format that is consistent with United States Generally Accepted Accounting Principles (" US GAAP "); (c) assistance to the Company with compliance filings for the quarters ended September 30, 2022, March 31, 2023, June 30, 2023 and the year ended December 31, 2022, including the consolidation structure and entries as well as assistance with US GAAP footnotes; (d) reviewing, and providing advice to the Company on, all documents and accounting systems relating to its finances and transactions, with the purpose of bringing such documents and systems into compliance with US GAAP or disclosures required by the SEC; and (e) providing necessary consulting services and support as a liaison for the Company to third party service providers, including coordination amongst the Company and its attorneys, CPAs and transfer agent. Since February 2015, Eugene M. Johnston, our Chief Financial Officer (who was appointed October 1, 2022), has served as Audit Manager for Greentree. The Company agreed to issue Greentree 100, 000 shares of the Company' s restricted common stock upon the parties' entry into the agreement, and to pay Greentree $ 50, 000 in cash, payable as follows: (a) $ 12, 500 on or before September 30, 2022, which has been paid; (b) $ 12, 500 on or before December 31, 2022, which has been paid; (c) $ 12, 500 or before March 31, 2023; and (d) $ 12, 500 on or before June 30, 2023. We also agreed to include the 100, 000 shares of common stock issued to Greentree in the Resale Prospectus, which shares of common stock are included therein, and to reimburse Greentree for its reasonable out- of- pocket expenses incurred in connection with Greentree' s activities under the agreement, including the reasonable fees and travel expenses for the meetings on behalf of the Company. The Service Agreement continued in effect through August 14, 2023. The Service Agreement includes customary indemnification obligations requiring the Company to indemnify Greentree and its affiliates with regard to certain matters. On November 1, 2022, we entered into a Consulting Agreement with White Unicorn, LLC (" White Unicorn "), to provide business advisory services related to product packaging, strategic marketing, branding, advertising and future product development as reasonably requested by the Company during the term of the agreement, which was for 12 months unless otherwise earlier terminated due to breach of the agreement by either party and the failure to cure such breach 30 days after written notice thereof. In consideration for agreeing to provide the services under the agreement, the Company issued White Unicorn 100, 000 shares of restricted common stock. The agreement contains customary confidentiality and non- solicitation provisions. On December 21, 2022, we entered into a Consulting Agreement with Chartered Services, LLC (" Chartered Services "), to provide strategic marketing services for advertising and consulting, product distribution, digital marketing and identifying creative and constructive brand awareness to the Company during the term of the agreement, which was for six months unless otherwise earlier terminated due to breach of the agreement by either party and the failure to cure such breach 30 days after written notice thereof. In consideration for agreeing to provide the services under the agreement, the Company agreed to pay Chartered Services $ 150, 000 in cash (with $ 75, 000 payable upon entry into the agreement and $ 75, 000 payable on January 31, 2023, which amount has been paid to date) and issued Chartered Services 250, 000 shares of restricted common stock. The agreement contains customary confidentiality and non- solicitation provisions. On January 3, 2023, we entered into a Consulting Agreement with DojoLabs Group, Inc. (" DojoLabs "), to provide various strategic marketing related services to the Company pursuant to a defined scope of work during the term of the agreement, which is the earlier of a) all deliverables being received by the Company pursuant to the scope of work, or b) if terminated due to breach of the agreement by either party and the failure to cure such breach 30 days after written notice thereof. In consideration for agreeing to provide the services under the agreement, the Company agreed to pay DojoLabs $ 100, 000 in cash and issued DojoLabs 50, 000 shares of restricted common stock with registration rights (the registration of the resale of which shares were included in the Resale Prospectus) and fully vest upon the completion of all work performed under the scope of work. The agreement contains customary confidentiality and non- solicitation provisions. On January 6, 2023, we entered into a Consulting Agreement with Bethor, Ltd. (" Bethor "), to provide strategic advisory services to the Company during the term of the agreement, which was for 12 months unless otherwise earlier terminated due to breach of the agreement by either party and the failure to cure such breach 30 days after written notice thereof. In consideration for agreeing to provide the services under the agreement, the Company issued Bethor 250, 000 shares of restricted common stock with registration rights (the registration of the resale of which shares were included in the Resale Prospectus). The agreement contains customary confidentiality and non- solicitation provisions. On January 6, 2023, the Company established an advisory board (the " Advisory Board ") and approved and adopted a charter (the " Advisory Board Charter ") to govern the Advisory Board. Pursuant to the Advisory Board Charter, the Advisory Board shall be comprised of a minimum of two (2) members, all of whom shall be appointed and subject to removal by the Board of Directors at any time. In addition to the enumerated responsibilities of the Advisory Board in the Advisory Board Charter, the primary function of the Advisory Board is to assist the Board of Directors in its general oversight of the Company' s development of new business ventures and strategic planning. In connection with the establishment of the Advisory Board, the Board of Directors appointed Dr. Brian Rudman (" Dr. Rudman ") and Mr. Jarrett Boon (" Mr. Boon "),

both of whom are independent, non- Board members and non- Company employees, to the Advisory Board. Dr. Rudman serves as Chairman of the Advisory Board. In connection with Dr. Rudman' s appointment to the Advisory Board, the Company entered into an Advisor Agreement (the " Dr. Rudman Consulting Agreement "), dated effective January 6, 2023, with Dr. Rudman, whereby the Company agreed to issue Dr. Rudman 25, 000 shares of the Company' s restricted common stock, pay Dr. Rudman $ 2, 000 per month in cash, and reimburse Dr. Rudman for reasonable out- of- pocket expenses, including, without limitation, travel expenses incurred by him in connection with the Company' s requests of the performance of his duties to the Company in service on the Advisory Board. In connection with Mr. Boon' s appointment to the Advisory Board, the Company entered into an Advisor Agreement (the " Mr. Boon Consulting Agreement "), dated effective January 6, 2023, with Mr. Boon, whereby the Company agreed to issue Mr. Boon 25, 000 shares of the Company' s restricted common stock and to reimburse Mr. Boon for reasonable out- of- pocket expenses, including, without limitation, travel expenses incurred by him in connection with the Company' s requests of the performance of his duties to the Company in service on the Advisory Board. On January 24, 2023, we entered into Consulting Agreements with four consultants to the Company: (1) Sultan Haroon; (2) John Helfrich; (3) Justin Baker; and (4) Maja Matthews, each of whom is also an employee of Epiq Scripts. Pursuant to the Consulting Agreements, the Consultants agreed to provide us services related to the research, development, packaging and marketing for additional pharmaceutical and other over- the- counter related products during the term of the agreement, which each had a term of 18 months unless otherwise earlier terminated due to breach of the agreement by either party and the failure to cure such breach 30 days after written notice thereof. In consideration for agreeing to provide the services under the agreement, the Company issued an aggregate of 350, 000 shares of common stock to the consultants as follows: (1) Sultan Haroon 150, 000 shares of restricted common stock; (2) John Helfrich 25, 000 shares of restricted common stock; (3) Justin Baker 25, 000 shares of restricted common stock; and (4) Maja Matthews 150, 000 shares of restricted common stock. The shares issued to Haroon and Matthews vest at the rate of 50, 000 shares upon entry into the agreement, 50, 000 shares upon the Company' s successful launch of a new product category, and 50, 000 shares upon the Company' s successful launch of a second and additional new product category, in each case prior to the 18- month anniversary of the applicable agreement. The shares issued to Helfrich and Baker vest at the rate of 10, 000 shares upon entry into the agreement, 7, 500 shares upon the Company' s successful launch of a new product category, and 7, 500 shares upon the Company' s successful launch of a second and additional new product category, in each case prior to the 18- month anniversary of the applicable agreement. Any shares not vested by the eighteen- month anniversary of the applicable agreement are forfeited. The agreement contains customary confidentiality and non- solicitation provisions. On May 1, 2023, we entered into a Software Development Agreement with Redlime Solutions, Inc. (" Redlime ") to provide software development services during the term of the agreement, which is for 12 months. In consideration for agreeing to provide the services under the agreement, the Company agreed to pay Redlime $ 300, 000 in cash and issue Redlime 180, 000 shares of restricted common stock. The shares were valued at $ 1. 00 per share for a total of $ 180, 000. On May 25, 2023, the Board of Directors appointed Mr. Aaron Andrew, an independent, non- Board member and non- Company employee, to the Advisory Board. In connection with Mr. Andrew' s appointment to the Advisory Board, the Company entered into an Advisor Agreement (the " Andrew Consulting Agreement "), dated effective May 25, 2023, with Mr. Andrew, whereby the Company agreed to issue Mr. Andrew 50, 000 shares of the Company' s restricted common stock under the 2022 Plan and to reimburse Mr. Andrew for reasonable out- of- pocket expenses, including, without limitation, travel expenses incurred by him in connection with the Company' s requests of the performance of his duties to the Company in service on the Advisory Board. The shares were valued at $ 1. 10 per share for a total of $ 55, 000. On June 1, 2023, we entered into a Consulting Agreement with Major Dodge (" Major "), to provide acting and production related services to the Company during the term of the agreement, which is for 12 months unless otherwise earlier terminated due to breach of the agreement by either party and the failure to cure such breach 30 days after written notice thereof. In consideration for agreeing to provide the services under the agreement, the Company issued Major 20, 000 shares of restricted common stock under the 2022 Plan. The agreement contains customary confidentiality and non- solicitation provisions. The shares were valued at $ 1. 10 per share for a total of $ 22, 000. On June 1, 2023, we entered into a Production and Broadcasting Agreement with New To The Street Group, LLC (" New To The Street "), to provide production, broadcasting and other marketing related services to the Company during the term of the agreement, which was for 3 months unless otherwise earlier terminated. In consideration for agreeing to provide the services under the agreement, the Company issued New To The Street 50, 000 shares of restricted common stock and agreed to pay New To The Street a monthly cash payment of $ 5, 000. The shares were valued at $ 1. 10 per share for a total of $ 55, 000. On September 1, 2023, we entered into a service agreement with Greentree. Pursuant to the Service Agreement, Greentree agreed to perform the following services: (a) bookkeeping services for the Company for the period from October 1, 2023 through September 30, 2024; (b) advice and assistance to the Company in connection with the conversion of its financial reporting systems, including its projected financial statements, to a format that is consistent with US GAAP; (c) assistance to the Company with compliance filings for the quarters ended September 30, 2023, March 31, 2024, June 30, 2024 and the year ended December 31, 2023, including the structure and entries as well as assistance with US GAAP footnotes; (d) reviewing, and providing advice to the Company on, all documents and accounting systems relating to its finances and transactions, with the purpose of bringing such documents and systems into compliance with US GAAP or disclosures required by the SEC; and (e) providing necessary consulting services and support as a liaison for the Company to third party service providers, including coordination amongst the Company and its attorneys, CPAs and transfer agent. Since February 2015, Eugene (Gene) M. Johnston, our Chief Financial Officer (who was appointed October 1, 2022) has served as an Audit Manager for Greentree. The Company agreed to issue Greentree 75, 000 shares of the Company' s restricted common stock upon the parties' entry into the agreement, and to pay Greentree $ 40, 000 in cash, payable as follows: (a) $ 20, 000 on or before September 30, 2023; (b) $ 20, 000 on or before March 31, 2024. We also agreed to reimburse Greentree for its reasonable out- of- pocket expenses incurred in connection with Greentree' s activities under the agreement, including the reasonable fees and travel expenses for the meetings

on behalf of the Company. The Service Agreement includes customary indemnification obligations requiring the Company to indemnify Greentree and its affiliates with regard to certain matters. The shares were valued at $ 1. 13 per share for a total of $ 84, 750. On November 1, 2023, the Board of Directors appointed Dr. Douglas Christianson (" Dr. Christianson ") an independent, non- Board member and non- Company employee, to the Advisory Board. In connection with Dr. Christianson' s appointment to the Advisory Board, the Company entered into an Advisor Agreement (the " Christianson Consulting Agreement "), dated effective November 1, 2023, with Dr. Christianson, whereby the Company agreed to issue Dr. Christianson 50, 000 shares of the Company' s common stock under the 2022 Plan, which vest six months from the issuance date, and to reimburse Dr. Christianson for reasonable out- of- pocket expenses, including, without limitation, travel expenses incurred by him in connection with the Company' s requests of the performance of his duties to the Company in his service on the Advisory Board. The agreement has a one year term, but can be terminated with written notice from either party with 30 days' notice. The agreement includes customary confidentiality obligations relating to Dr. Christianson and indemnification obligations of the parties, requiring each party to indemnify and hold harmless the other against breaches of the agreement and intentionally misconduct or gross negligence (Dr. Christianson) and the operations of the Company (the Company). The shares were valued at $ 0. 65 per share for a total of $ 32, 500. On November 1, 2023, we entered into an Influencer Contract with Jason Szkup (" Scoop "), to provide influencer and marketing related services to the Company during the term of the agreement, including posting social media videos. The agreement has a term of three months, unless otherwise earlier terminated. In consideration for agreeing to provide the services under the agreement, the Company agreed to pay Scoop $ 10, 000 and to issue Scoop 30, 000 shares of common stock under the 2022 Plan. The agreement contains customary confidentiality and non- disclosure provisions. The shares were valued at $ 0. 65 per share for a total of $ 19, 500. On November 7, 2023, we entered into a subsequent Consulting Agreement with PHX to provide consulting and general business advisory services as reasonably requested by the Company during the term of the agreement, which was for 12 months, unless otherwise earlier terminated due to breach of the agreement by either party, and the failure to cure such breach 30 days after written notice thereof. In consideration for agreeing to provide the services under the agreement, the Company paid PHX $ 25, 000 in cash and issued PHX 200, 000 shares of common stock under the 2022 Plan. The agreement contains customary confidentiality and non- solicitation provisions. On January 2, 2024, we entered into a Consulting Agreement with G & P General Consulting (" G & P "), Pursuant to the Consulting Agreement, G & P agreed to provide consulting and general business advisory services as it relates to the expansion of the Company' s products into additional international territory' s, including, but not limited to, the United Arab Emirates (UAE), China, Japan, Korea, and in certain regions of Asia and additional services as reasonably requested by the Company during the Term of this Agreement as reasonably requested by the Company during the term of the agreement, which was for 12 months, unless otherwise earlier terminated due to breach of the agreement by either party, and the failure to cure such breach 30 days after written notice thereof. In consideration for agreeing to provide the services under the agreement, the Company issued G & P 250, 000 shares of common stock. G & P will receive an additional 500, 000 shares in 90 days, if the agreement is still in place. The Consulting Shares we / will be issued under, and subject to the terms of, the Company' s 2022 Equity Incentive Plan (as amended) (the " 2022 Equity Incentive Plan "). The agreement contains customary confidentiality and non- solicitation provisions. The shares were valued at $ 0. 28 per share for a total of $ 70, 000. On January 10, 2024, we renewed a Consulting Agreement with Luca Consulting, LLC (" Luca "), to provide certain management and consulting services to the Company during the term of the agreement, which is for three months unless otherwise earlier terminated due to breach of the agreement by either party. In consideration for agreeing to provide the services under the agreement, the Company issued 200, 000 shares of the Company' s restricted common stock upon the parties' entry into the agreement and to pay Luca $ 15, 000 in cash, payable as follows: (a) $ 5, 000 on the signing of the agreement; and (b) $ 5, 000 on the tenth of each month throughout the remainder of the agreement. The Service Agreement includes customary indemnification obligations requiring the Company to indemnify Luca and its affiliates with regard to certain matters. The shares were valued at $ 0. 28 per share for a total of $ 56, 000. On January 11, 2024, we entered into a Consulting Agreement with First Level Capital (" First Level "), to provide certain management and consulting services to the Company during the term of the agreement, which is for six months unless otherwise earlier terminated due to breach of the agreement by either party. In consideration for agreeing to provide the services under the agreement, the Company issued an initial 250, 000 shares of the Company' s restricted common stock upon the parties' entry into the agreement, an additional 250, 000 shares of the Company' s restricted common stock before the end of the term of the agreement and to pay First Level $ 60, 000 in cash, payable as follows: (a) $ 60, 000 on the signing of the agreement; and (b) $ 60, 000 on the approval by the Company. The Service Agreement includes customary indemnification obligations requiring the Company to indemnify First Level and its affiliates with regard to certain matters. The initial shares were valued at $ 0. 28 per share for a total of $ 70, 000. Master Services Agreement with Global Career Networks On December 1, 2022, the Company entered into a Master Services Agreement with Global Career Networks, Inc. (" GCN "). Pursuant to the agreement, we issued GCN 100, 000 shares of restricted common stock with registration rights (which shares were included in the Resale Prospectus) and GCN agreed to assist us with a planned twitter marketing campaign. The agreement has a one year term (provided the individual project described therein had a six- month term, beginning December 1, 2022), and may be renewed thereafter for additional one year terms with the mutual approval of the parties. Either party may terminate the agreement at any time for any reason, with at least 60 days' notice, or upon the occurrence of any breach or default under the agreement, which remains uncured within 30 days of written notice thereof, or if the non- terminating party is subject to bankruptcy. The agreement contains customary confidentiality, indemnification obligations, and limitations of liability. Intellectual Property We believe that our ability to obtain and maintain intellectual property protection for our technology platform, preserve the confidentiality of our trade secrets, and operate without violating the intellectual property rights of others will be important to our success. We rely on a combination of trademark, copyright, trade secret, including federal, state and common law rights in the United States and other countries, nondisclosure agreements, and other measures to protect our

~~intellectual property, and may seek patent protection of our intellectual property in the future. Despite any measures taken to protect our intellectual property, unauthorized parties may attempt to copy aspects of our products or to obtain and use information that we regard as proprietary. Our business is affected by our ability to protect against misappropriation and infringement of our intellectual property and other proprietary rights. Our intellectual property includes the content of our websites, our registered domain names, our unregistered trademarks, and certain trade secrets. We have been granted with the United States Patent and Trademark Office for a federal trademark for the following word mark on October 13, 2024 with Reg. No. 7, 184, 368: Additionally, the Company has been granted with the United States Patent and Trademark Office for the following federal trademarks:- If You Take It They Will Come April 11, 2023 Reg. No. 7, 025, 954- It Takes Two To Mango May 16, 2023 Reg. No. 7, 055, 400- Orange Is The New Blue December 19, 2023 Reg. No. 7, 246, 645- Big Mango Energy November 28, 2023 Reg. No. 7, 232, 305The Company has also applied with the United States Patent and Trademark Office for the following federal trademarks:- TreatMint- Make Every Day Hump DayEmployees The Company is currently operated and managed by (a) the Founder, Chairman and Chief Executive Officer, Jacob D. Cohen, (b) Amanda Hammer, the Chief Operating Officer of the Company, and (c) Eugene Johnston, the Chief Financial Officer of the Company. The Company utilizes the assistance of various independent contractors for administrative and technology development related services. We anticipate establishing a compensation program designed to align the compensation of our employees with performance and to provide the proper incentives to attract, retain and motivate employees to achieve superior results in the future. The structure of our compensation program will balance incentives earnings for both short- term and long- term performance such as incentive bonuses and flexible schedules. The Company also intends to develop a culture of inclusion and diversity and places a high value on diversity and inclusion. Our future success will depend partially on our ability to attract, retain and motivate qualified personnel. We are not a party to any collective bargaining agreements and have not experienced any strikes or work stoppages. We consider our relations with our employees to be satisfactory. Mr. Cohen, Mrs. Hammer and Mr. Johnston, are currently party to employment agreements with the Company as discussed below under " Item 11. Executive Compensation — Employment Agreements. "~~ Implications of Being an Emerging Growth Company As a company with less than $ 1. 235 billion in revenue during our last fiscal year, we qualify as an " emerging growth company " under the Jumpstart Our Business Startups Act of 2012, or the JOBS Act. As an emerging growth company, we have elected to take advantage of reduced reporting requirements and are relieved of certain other significant requirements that are otherwise generally applicable to public companies. As an emerging growth company: ● we may present only two years of audited financial statements and only two years of related Management' s Discussion and Analysis of Financial Condition and Results of Operations; ● we are exempt from the requirement to obtain an attestation and report from our auditors on whether we maintained effective internal control over financial reporting under the Sarbanes- Oxley Act; ● we are permitted to provide less extensive disclosure about our executive compensation arrangements; and ● we are not required to give our shareholders non- binding advisory votes on executive compensation or golden parachute arrangements. We may take advantage of these provisions until December 31, 2028 (the last day of the fiscal year following the fifth anniversary of our initial public offering) if we continue to be an emerging growth company. We would cease to be an emerging growth company if we have more than $ 1. 235 billion in annual revenue, have more than $ 700 million in market value of our shares held by non- affiliates or issue more than $ 1. 0 billion of non- convertible debt over a three- year period. We may choose to take advantage of some but not all of these reduced burdens. We have elected to provide two years of audited financial statements. Additionally, we have elected to take advantage of the extended transition period provided in Section 7 (a) (2) (B) of the Securities Act, for complying with new or revised accounting standards that have different effective dates for public and private companies until the earlier of the date we (i) are no longer an emerging growth company or (ii) affirmatively and irrevocably opt out of the extended transition period provided in Section 7 (a) (2) (B) of the Securities Act. Item 1A. Risk Factors. Our business is subject to numerous risks and uncertainties that you should be aware of in evaluating our business. If any such risks and uncertainties actually occur, our business, prospects, financial condition and results of operations could be materially and adversely affected, and the value of our securities may decline in value or become worthless. The risks described below are not the only risks that we face. Additional risks and uncertainties not currently known to us, or that we currently deem to be immaterial may also materially adversely affect our business, prospects, financial condition and results of operations. The risk factors described below should be read together with the other information set forth in this Report, including our **consolidated** financial statements and the related notes, as well as in other documents that we file with the SEC. Summary Risk Factors Our business is subject to numerous risks and uncertainties, including those described below and elsewhere in this Report. These risks include, but are not limited to, the following: ● Our need for additional funding, the availability and terms of such funding, and dilution caused thereby; ● We have a limited operating history, have produced only a limited amount of products and have generated only limited revenues to date; ● Our ability to execute our growth strategy and scale our operations and risks associated with such growth, and our ability to attract members and customers; ● The effect of pandemics and governmental responses thereto on our operations, those of our vendors, our customers and the economy in general; ● Risks associated with our ED product which has not been, and will not be, approved by the FDA and has not had the benefit of the FDA' s clinical trial protocol which seeks to prevent the possibility of serious patient injury and death; ● Risks that the FDA may determine that the compounding of our planned products does not fall within the exemption from the FFDCA Act provided by Section 503A; ● Our significant reliance on related party transactions and risks associated with such related party relationships and agreements; ● The effect of data security breaches, malicious code and / or hackers; ● Competition and our ability to create a well- known brand name; ● Changes in consumer tastes and preferences; ● Material changes and / or terminations of our relationships with key parties; ● Significant product returns from customers, product liability, recalls and litigation associated with tainted products or products found to cause health issues; ● Our ability to innovate, expand our offerings and compete against competitors which may have greater resources; ● Our ~~Chairman and Chief Executive Officer, Jacob D. Cohen, has significant voting control over the company which may deter~~

~~some investors; ● Our~~ ability to prevent credit card and payment fraud; ● Risks associated with inflation, and increases in interest rates and economic downturns, including potential recessions, as well as macroeconomic, geopolitical, health and industry trends, pandemics, acts of war (including the ongoing Ukraine / Russian conflict and Israel / Hamas conflict) and other large- scale crises; ● The risk of unauthorized access to confidential information; ● Our ability to protect our intellectual property and trade secrets, claims from third- parties that we have violated their intellectual property or trade secrets and potential lawsuits in connection therewith; ● Our and our providers' ability to comply with government regulations, changing regulations and laws, penalties associated with any non- compliance (inadvertent or otherwise), the effect of new laws or regulations, and our ability to comply with such new laws or regulations; ● Our reliance on our current management and the terms of their employment agreements with us; ● The outcome of ~~future~~ lawsuits, litigation, regulatory matters or claims; ● The fact that certain recent initial public offerings of companies with public floats comparable to the public float of the Company have experienced extreme volatility that was seemingly unrelated to the underlying performance of the respective company; and the fact that we may experience similar volatility, which may make it difficult for investors to assess the value of our common stock; ● Certain terms and provisions of our governing documents which may prevent a change of control, and which provide for indemnification of officers and directors, limit the liability of officers or directors, and provide for the board of director' s ability to issue blank check preferred stock; and ● The volatile nature of the trading price of our common stock; dilution experienced by investors in the offering; and dilution which may be caused by future sales of securities. Risks Related to our Operating History and Need for Funding We ~~were recently formed,~~ have a limited operating history and have generated only limited revenues to date and there is no assurance that we can generate revenues or sell any commercial amount of our products in the future. We will need to raise additional funding to support our operations in the future. We ~~were only recently formed and~~ have a limited operating history. We launched our website in mid- November 2022 ~~. To date we have sold only a small number of products and generated only limited revenues~~ and have not sold sufficient quantities of our ~~Mango ED~~ **PRIME and /** or **Compounded** ~~Mango GROW products~~ **Products to date** to support our operations. There is no assurance that we can generate revenues sufficient to support our operations, and even if additional revenues are generated, there is no assurance that we can generate sufficient net income to support our operations. As reflected in the accompanying financials, the Company had a net loss of $ ~~9~~ **8** , ~~170~~ **707** , ~~435~~ **226** for the year ended December 31, ~~2023~~ **2024** and an accumulated deficit of $ ~~11~~ **20** , ~~186~~ **806** , ~~191~~ **595** as of December 31, ~~2023~~ **2024** . Additionally, the Company had a net loss of $ ~~1~~ **9** , ~~998~~ **212** , ~~055~~ **417** for the year ended December 31, ~~2022~~ **2023 ,** and an accumulated deficit of $ ~~2~~ **11** , ~~015~~ **228** , ~~756~~ **173** as of December 31, ~~2022~~ **2023** . We have experienced recurring net losses since inception. We believe that we will continue to incur substantial operating expenses in the foreseeable future as we continue to invest to ~~bring our Mango ED and Mango GROW products to~~ market **our PRIME** and **Compounded Products** ~~to attract customers~~ , expand ~~the~~ product offerings and enhance technology and infrastructure **and further invest into, develop and market our recently acquired intellectual properties, including our patented respiratory illness prevention technology and Dermytol** . These efforts may prove more expensive than we anticipate, and we may not succeed in generating commercial revenues or net income to offset these expenses. Accordingly, we may not be able to achieve profitability, and we may incur significant losses for the foreseeable future. Our independent registered public accounting firm included an explanatory paragraph in its report on our **consolidated** financial statements as of December 31, ~~2023~~ **2024** , included herein. As of the date of this Report, our current capital resources, combined with the net proceeds from ~~the~~ **recent** ~~offering~~ **offerings** , ~~,~~ are expected to be sufficient for us to fund operations for the next 12 months. We will need funding in ~~addition to the funding raised~~ in **the future however** ~~our IPO and Follow On Offering~~ to support our operations ~~in the future~~ . We may also seek to acquire additional businesses or assets in the future, which may require us to raise funding. We currently anticipate such funding, if required, being raised through the offering of debt or equity. Such additional financing may not be available on favorable terms, if at all. If debt financing is available and obtained, our interest expense may increase and we may be subject to the risk of default, depending on the terms of such financing. If equity financing is available and obtained it may result in our shareholders experiencing significant dilution. If such financing is unavailable, we may be forced to curtail our business plan, which may cause the value of our securities to decline in value. Since we have a limited operating history, it is difficult for potential investors to evaluate our business and our business is in a relatively new consumer product segment, which is difficult to forecast. Our limited operating history in the health and wellness industry may hinder our ability to successfully meet our objectives and makes it difficult for potential investors to evaluate our business or prospective operations. As an early-stage company, we are subject to all the risks inherent in the financing, expenditures, operations, regulatory compliance, complications and delays inherent in a new business. Accordingly, our business and success face risks from uncertainties faced by developing companies in a competitive environment. The likelihood of our success must be considered in light of the problems, expenses, difficulties, regulatory challenges, complications and delays frequently encountered in connection with the formation of a new business, the development of a new strategy and the competitive environment in which we operate. There can be no assurance that our efforts will be successful or that we will ultimately be able to attain profitability. Additionally, our industry segment is relatively new ~~,~~ and ~~is~~ constantly evolving. As a result, there is a lack of available information with which to forecast industry trends or patterns. There is no assurance that sustainable industry trends or preferences will develop that will lead to predictable growth or earnings forecasts for individual companies or the industry segment as a whole. We are also unable to determine what impact future governmental regulation may have on trends and preferences or patterns within our industry segment. We need additional capital which may not be available on commercially acceptable terms, if at all, and this raises questions about our ability to continue as a going concern. We need additional capital to support our operations and continue to market and commercialize our current **Pharmaceutical** ~~Mango ED and Mango GROW products~~ **Products** . We may also require additional funding in the future to support our operations, expand our product line, pay expenses, or expand or complete acquisitions. The most likely source of future funds presently available to us will be through the sale of equity capital or debt. Any sale of equity or convertible equity or debt will result in dilution to existing shareholders. Furthermore, we may incur debt

in the future, and may not have sufficient funds to repay our future indebtedness or may default on our future debts, jeopardizing our business viability. We may not be able to borrow or raise additional capital in the future to meet our needs or to otherwise provide the capital necessary to expand our operations and business, which might result in the value of our securities decreasing in value or becoming worthless. Additional financing may not be available to us on terms that are acceptable. Consequently, we may not be able to proceed with our intended business plans. Obtaining additional financing contains risks, including: ● additional equity financing may not be available to us on satisfactory terms and any equity or convertible equity or debt we are able to issue could lead to dilution for current shareholders; ● loans or other debt instruments may have terms and / or conditions, such as interest rate, restrictive covenants and control or revocation provisions, which are not acceptable to management or our directors; ● the current environment in capital markets combined with our capital constraints may prevent us from being able to obtain adequate debt financing; and ● if we fail to obtain required additional financing to commercialize our products and grow our business, we would need to delay or scale back our business plan, reduce our operating costs, or delay product launches, each of which would have a material adverse effect on our business, future prospects, and financial condition. Additionally, we may have difficulty obtaining additional funding, and we may have to accept terms that would adversely affect our shareholders. For example, the terms of any future financings may impose restrictions on our right to declare dividends (provided that none are currently planned) or on the manner in which we conduct our business. Additionally, lending institutions or private investors may impose restrictions on a future decision by us to make capital expenditures, acquisitions or significant asset sales. If we are unable to raise additional funds, we may be forced to curtail or even abandon our business plan. ~~We are restricted from selling our securities until March 20, 2024, subject to certain exceptions, unless otherwise agree by Boustead. We and our directors, executive officers, and shareholders holding 5 % or more of our outstanding common stock previously agreed, in connection with our IPO, subject to certain exceptions and without the approval of Boustead, not to offer, issue, sell, contract to sell, encumber, grant any option for the sale of or otherwise dispose of any of our securities until March 20, 2024, and any directors or officers who did not enter into a lock- up agreement in connection with our IPO entered into a lock- up agreement in connection with the Follow On Offering, agreeing to not to offer, issue, sell, contract to sell, encumber, grant any option for the sale of or otherwise dispose of any of our securities for a period of 90 days after December 14, 2023. As a result, we may be prohibited from undertaking transactions involving our equity securities which would otherwise be accretive to shareholders through March 20, 2024, and may be prohibited from raising funding through the sale of equity, which may have a material adverse effect on our ability to have sufficient cash flow for our operations. The representative of the IPO' s and / or the Follow On Offering may, at any time, release, or authorize us to release, as the case may be, all or a portion of our common stock subject to the foregoing lock- up provisions without required notice. If the restrictions under the lock- up provisions of the lock- up agreements entered into in connection with the IPO and / or the Follow On Offering are waived, shares of our common stock may become available for sale into the market, subject to applicable law, which could reduce the market price for our common stock.~~ Risks Related to Our Business Activities We may not be able to successfully commercialize our **Pharmaceutical** ~~Mango ED or Mango GROW products~~ **Products** or any other potential future men' s wellness products. We may not be able to effectively commercialize our **Pharmaceutical** ~~Mango ED or Mango GROW products~~ **Products** or any other potential future men' s wellness products. If we are unable to successfully commercialize our **Pharmaceutical** ~~Mango ED and Mango GROW products~~ **Products** or successfully develop, produce, launch and commercialize any other potential future men' s wellness products, our ability to generate product sales will be severely limited, which will have a material adverse impact on our business, financial condition, and results of operations. We expect to face intense competition, often from companies with greater resources and experience than we have. The health, wellness, and telemedicine industries are highly competitive and subject to rapid change. The industries continue to expand and evolve as an increasing number of competitors and potential competitors enter the market. Many of these competitors and potential competitors have substantially greater financial, technological, managerial and research and development resources and experience than we have. We mainly compete with other companies offering men' s **compounded health and** wellness products, including Hims & Hers Health, Inc. ~~and~~ **,** Roman **, and Henry Meds** , and with our Mango ED products, we are also competing against much larger pharmaceutical companies who offer ED branded drugs like Viagra (Pfizer) and Cialis (marketed by Lilly ICOS LLC, a joint venture between Eli Lilly and Company and ICOS Corporation) and their generic forms. With our Mango GROW product, we compete against the much larger pharmaceutical company Merck & Co., which offers the branded hair loss product Propecia, and Johnson & Johnson, the owner of Rogaine ® – a branded form of Minoxidil. **With our Mango SLIM product, we compete against the much larger pharmaceutical company Novo Nordisk., which offers the branded glucagon- like peptide- 1 (GLP- 1) products under the brand name Ozempic ® and Wegovy ®.** The majority of these competitors and potential competitors have more experience than we have in the development of health and wellness services and products. In addition, our planned services and products will compete with service and product offerings from large and well- established companies that have greater marketing and sales experience and capabilities than we or the parties with which we contract have. If we are unable to compete successfully, we may be unable to grow and sustain our revenue. We believe that our ability to compete depends upon many factors both within and beyond our control, including: ● our marketing efforts; ● the flexibility and variety of our product offerings relative to our competitors, and our ability to timely launch new product initiatives; ● the quality and price of products offered by us and our competitors; ● our reputation and brand strength relative to our competitors; ● customer satisfaction; ● the size and composition of our customer base; ● the convenience of the experience that we provide; ● our ability to comply with, and manage the costs of complying with, laws and regulations applicable to our business; and ● our ability to cost- effectively source and distribute the products we offer and to manage our operation. Many competitors also have longer operating histories, and will have larger fulfillment infrastructures, greater technical capabilities, faster shipping times, lower- cost shipping, lower operating costs, greater financial, marketing, institutional and other resources and larger consumer bases than we do. These factors may also allow our competitors to derive greater revenue and profits from their existing consumer bases, acquire

consumers at lower costs or respond more quickly than we are able to, to new or emerging technologies and changes in product trends and consumer shopping behavior. These competitors may engage in more extensive research and development efforts, enter or expand their presence in any or all of the ecommerce or retail channels where we compete, undertake more far- reaching marketing campaigns, and adopt more aggressive pricing policies, which may allow them to build larger consumer bases or generate revenue from their existing consumer bases more effectively than we are able to. As a result, these competitors may be able to offer comparable or substitute products to consumers at similar or lower costs. This could put pressure on us to lower our prices, resulting in lower revenue and margins or cause us to lose market share even if we lower prices. Furthermore, companies with greater resources or more well- known brand names may attempt to compete with us, and as a result, we may lose current or potential customers and may be unable to generate sufficient revenues to support our operations, any one of which could have a material adverse effect on our ability to grow and our results of operations. We may not successfully compete with larger competitors that have greater financial, sales, technical and other resources. Companies with greater resources may acquire our competitors or launch new products, and they may be able to use their resources and scale to respond to competitive pressures and changes in consumer preferences by reducing prices or increasing promotional activities, among other things. **We face, and may continue to face, intellectual property infringement or misappropriation, and other claims that could be costly to defend, result in significant damage awards or other costs (including indemnification awards), and limit our ability to sell certain products. We are currently party to, and may in the future continue to be party to, litigation based on allegations of infringement or other violations of intellectual property rights, including patent, copyright, trade secrets, and trademarks. Adverse results in any of these lawsuits may include awards of monetary damages, costly royalty or licensing agreements (if licenses are available at all), or orders limiting our ability to sell our products in the U. S. or elsewhere, including by preventing us from selling some or all of our Compounded Products. They may also cause us to change our business practices in ways that could result in a loss of revenues for us and otherwise harm our business. Some of our agreements with our partners require us to defend against certain intellectual property infringement claims and in some cases indemnify them for certain intellectual property infringement claims against them, which could result in increased costs for defending such claims or significant damages if there was an adverse ruling in any such claims. Regardless of their merits, intellectual property claims are often time consuming and expensive to litigate or settle. To the extent such claims are successful, they could harm our business, including our product offerings, financial condition, and operating results. In the event we were prohibited from selling certain, or all of our Compounded Products, and / or were forced to pay significant damages, we may be forced to curtail our business operations and seek bankruptcy protection. For additional information about the ongoing material legal proceedings to which we are subject, see Legal Proceedings in Item 3 of this Annual Report on Form 10- K. We may enter into strategic transactions in the future which may result in a material change in our operations and / or a change of control. The costs and expenses of our public reporting obligations are material, and materially affect our quarterly results of operations and profitability. The Company has recently initiated a formal review process to evaluate strategic alternatives for the Company. The Board of Directors and management team are committed to acting in the best interests of the Company, its stockholders and its stakeholders. There is no deadline or definitive timetable set for completion of the strategic alternatives review process and there can be no assurance that this process will result in the Company pursuing a transaction or any other strategic outcome. Transactions which may be undertaken by the Company, may include, but are not limited to, business combinations, liquidations of assets and / or a sale of the Company or its assets. The Company does not intend to make any further public comment regarding the review of strategic alternatives until it has been completed or the Company determines that a disclosure is required by law or otherwise deemed appropriate. As a result of the above, in the future, we or our majority stockholders, may enter into transactions with parties seeking to merge and / or acquire us and / or our operations. While we have not entered into any agreements or understandings with any such parties to date, in the event that we do enter into such a transaction or transactions in the future, our majority stockholder (s) will likely change and new shares of common stock or preferred stock could be issued resulting in substantial dilution to our then current stockholders. As a result, our new majority stockholders may change the composition of our Board of Directors and may replace our current management. Any future transaction may also result in a change in our business focus. We have not entered into any agreements relating to any strategic transaction involving the Company as of the date of this filing and may not enter into such agreements in the future. Any future strategic transaction involving the Company or its operations may have a material effect on our operations, cash flows, results of operations, prospects, plan of operations, the listing of our common stock on Nasdaq, our officers, directors and majority stockholder (s), and the value of our securities.** If we fail to successfully provide a good customer experience, including by developing new product offerings, our ability to attract members and customers may be materially adversely affected. Our ability to obtain customers and retain future customers, attract customers and increase customer engagement with us will depend in part on our ability to successfully implement and improve our customer experience, including by continuing to create and introduce new product offerings, improving upon and enhancing our existing product offerings and strengthening our customers interactions with our brand and products. If new or enhanced product offerings are unsuccessful, we may be unable to attract or retain customers and our operating results could be materially adversely affected. Furthermore, new or shifting customer demands, tastes or interests, superior competitive offerings or a deterioration in our product offering quality or our ability to bring new or enhanced product offerings to market quickly and efficiently could negatively affect the attractiveness of our products and the economics of our business and require us to make substantial changes to and additional investments in our product offerings or business model. Counterfeit versions of our products could harm our customers and have a negative impact on our revenues, earnings, reputation and business. Our industry is subject to illegal counterfeiting and the presence of counterfeit products in certain of our markets and over the Internet. Third parties may illegally distribute and sell counterfeit versions of our products, which do not meet our

manufacturing and testing standards, and which contain varying ingredients. To customers counterfeit products may be visually indistinguishable from the authentic version. Counterfeit products pose a risk to customer health and safety because of the conditions under which they are manufactured as well as the lack of regulation of their ingredients. The sale of counterfeit products could adversely impact our business and reputation by impacting customer confidence in our authentic products, potentially resulting in lost sales, product recalls, and an increased threat of litigation. We may expend our limited resources to pursue particular products or services and may fail to capitalize on products or services that may be more profitable or for which there is a greater likelihood of success. Because we have limited financial and managerial resources, we must focus our efforts on particular service programs and products. As a result, we may forego or delay pursuit of opportunities with other services or products that later prove to have greater commercial potential. Our resource allocation decisions may cause us to fail to capitalize on viable commercial products or profitable market opportunities. Any such failure could result in missed opportunities and / or our focus on products or services with low market potential, which would harm our business and financial condition. Our current use of proceeds is specifically focused on among other things, the marketing and selling of our current **Pharmaceutical** ~~Mango ED and Mango GROW products~~ **Products** and includes capital allocated for future products or services anticipated to be sold in the future under the ' ~~Mango~~ **MangoRx** ' label and brand. We have entered into a Master Services Agreement and Statement of Work with Epiq Scripts, LLC, a related party, which entity is currently licensed to provide pharmacy services in only ~~47~~ **49** states and the District of Columbia. As described in greater detail under " Item 1. Business — Material Agreements — Master Services Agreement with Epiq Scripts " **.** ~~and " — First Amendment to MSA, "~~ we have entered into a Master Services Agreement and SOW for Epiq Scripts, a related party, ~~51~~ **52** % owned and controlled by Jacob D. Cohen, our Chairman and Chief Executive Officer, to provide us pharmacy and compounding services. Epiq Scripts has filed with the ~~Utilization Review Accreditation Commission (" URAC ")~~ to obtain its pharmacy accreditation and has State Board of Pharmacy (or its equivalent) licenses in the District of Columbia and ~~47~~ **49** states: Alaska, Arizona, Arkansas, **California,** Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, **South Carolina** South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming. It is also in the process of applying for additional state licenses and plans to eventually obtain licenses in all 50 states by the end of the first quarter of ~~2024~~ **2025** . As a result of the above, Epiq Scripts can currently only provide the Services to us in the ~~47~~ **49** states described above and the District of Columbia, and we are unable to sell products to any customers in any states other than those ~~47~~ **49** states and the District of Columbia, until Epiq Scripts is able to obtain licenses in other states and is limited to selling products to customers only in the states in which Epiq Scripts holds licenses. The Master Services Agreement does not address product liability claims which may result in us bringing legal claims or actions against Epiq Scripts to attempt to seek indemnification or contribution for product liability claims. Each party to the Master Services Agreement agreed to indemnify, defend, and hold harmless the other and the other party' s officers, directors, shareholders, employees, and agents from and against any and all nonparty claims, or actions for damages, liabilities (including strict liability), penalties, costs and expenses (including reasonable legal fees, expenses and costs) to the proportionate extent caused by (1) the negligence or willful misconduct of the indemnitor or any of its employees or agents in connection with the performance of the agreement, or (2) any breach of any representation, warranty or covenant under the agreement by the indemnitor or any of its employees or agents. Additionally, the parties agreed that neither party will be liable to the other for special, incidental, or exemplary damages, subject to certain limited exceptions. The Master Services Agreement does not address product liability claims or assign any rights of indemnification or contribution in connection therewith. As a result, in the event of product liability claims, we may be forced to bring legal claims or actions against Epiq Scripts to attempt to seek indemnification or contribution for product liability claims, to the extent that we are sued in connection with such claims and Epiq Scripts isn' t sued or that we are found primarily liable for such claims. Such claims may be costly, time consuming, and may not ultimately result in a favorable outcome to us, all of which may have an adverse effect on the value of our securities. We currently owe certain rights to Epic Scrips under the Management Services Agreement which may limit our future operations and / or have a material adverse effect on our operations and cash flow. As described in greater detail under " Item 1. Business — Material Agreements — Master Services Agreement with Epiq Scripts " ~~and " — First Amendment to MSA~~ , ~~"~~ we have entered into a Master Services Agreement and SOW for Epiq Scripts, a related party, ~~51~~ **52** % owned and controlled by Jacob D. Cohen, our Chairman and Chief Executive Officer, to provide us pharmacy and compounding services. Pursuant to the Master Services Agreement and a related SOW, Epiq Scripts agreed to provide pharmacy and related services to us, we agreed to exclusively use Epiq Scripts as the provider of online fulfillment, specialty compounding, packaging, shipping, dispensing and distribution services relating to products sold exclusively via our website, that may be prescribed as part of a telehealth consultation on our platform, during the term of the Master Services Agreement, so long as Epiq Scripts complies with the terms of the Master Services Agreement. The agreement also includes a 30- day right of first refusal for Epiq Scripts to provide pharmacy services for any new product that Mango may introduce during the term of the Master Services Agreement. Pursuant to the Master Services Agreement, as amended, Epiq Scripts has certain rights in the event that the Company seeks to obtain pharmaceutical services in connection with certain Company products ~~(collectively, " Pharmaceutical Services ")~~ in jurisdictions other than the United States, including, without limitation, Mexico and the United Kingdom, where Epiq Scripts does not currently maintain licenses or permits ~~(" Future Jurisdictions ", which shall also include, to the extent applicable, any state in the United States in which Epiq Scripts does not then hold required permits or licenses for the provision of the Pharmaceutical Services)~~ and / or to terminate Epiq Scripts' rights to provide exclusive Pharmaceutical Services in any current state of the United States or Future Jurisdiction where Epiq Scripts may then be providing Pharmaceutical Services to the Company ~~(each a " Current Jurisdiction ")~~ . Specifically, should the Company decide to transfer any services provided by Epiq Scripts in a Current Jurisdiction to another pharmaceutical service

provider ~~(" Transferred Services ")~~, the Company will be required to pay Epiq Scripts a fee of 1 % of the total gross sales of all Prescription Products (defined below) by the Company resulting from the Transferred Services in the Current Jurisdiction, for a period of the lesser of (a) five (5) years from the date the Company transferred the Transferred Services; and (b) through the end of the term of the Master Services Agreement (including where applicable, any renewal term) ~~(the " Non- Use Fee ")~~. The Non- Use Fee is payable monthly in arrears, for calendar quarters, by the 15th day following the end of each calendar quarter. ~~" Prescription Products " means Products~~ **Notwithstanding the above, the Non- Use Fee shall not apply, and the Company shall not be obligated to pay any Non- Use Fee** (~~as defined~~ **a)** in the ~~Master~~ **event that the Transferred** Services ~~Agreement~~ **are provided directly by the Company or a majority- owned subsidiary of the Company; (b**) ~~sold~~ **in the event the Company decides to enter into an agreement with another pharmaceutical service provider to provide Pharmaceutical Services in a Future Jurisdiction; or (c) in connection with any services provided** by **any parties in any Future Jurisdictions** ~~the Company which must be prescribed by a medical doctor~~. Pursuant to the Master Services Agreement, as amended, until September 15, 2028, the Company is required to notify Epiq Scripts in writing of any plans to (a) expand its need for pharmacy services outside of those contemplated by the Master Services Agreement; (b) expand its need for pharmacy services into a new jurisdiction which Epiq Scripts does not then operate in (including, but not limited to new countries); or (c) begin providing pharmacy services internally (either through organic growth or acquisition). Thereafter Epiq Scripts has the right to provide the Company written notice of its intention to provide such services (as described in (a) or (b) above, whereafter the Company is required to discuss and negotiate such services in good faith with Epiq Scripts for a period of not less than 15 days). Otherwise, in the event of the occurrence of an event discussed in (c) above, the Company is required to discuss the possibility of Epiq Scripts either co- operating the pharmacy or providing management services to the Company in good faith for 15 days. In the event after such 15 day period, the Company and Epiq Scripts cannot come to a mutually agreeable agreement, the Company is under no further obligation regarding the matter set forth in the notice provided to Epiq Scripts. The rights and obligations set forth above could have a material adverse effect on the Company, its plans for future products and expansions, or make such future products or expansion more costly or time consuming. We currently exclusively rely, and continue to exclusively rely, on Epiq Scripts, a related party entity ~~with a limited operating history~~, for our pharmacy compounding services. As disclosed herein, we have entered into a Master Services Agreement with Epiq Scripts, a related party, ~~51~~ **52** % owned and controlled by Jacob D. Cohen, our Chairman and Chief Executive Officer, to operate as our sole and exclusive licensed pharmacy to **fulfill and** compound our **Compounded** ~~Mango ED and Mango GROW products~~ **Products** to customers, assuming **our Compounded** ~~such Mango ED and Mango GROW products~~ **Products** are prescribed by physicians pursuant to our ~~agreement~~ **agreements** with **our Telemedicine Providers** ~~Doctegrity. Epiq Scripts was only formed in January 2022, and has only been compounding drugs for patients for a short period of time~~. We currently exclusively rely, and continue to exclusively rely, on Epiq Scripts. We face risks relying on a newly formed pharmacy with limited operations. Those risks include risks that Epiq Scripts will not be able to follow applicable regulatory guidelines relating to, will not be able to timely or cost effectively complete, or may not correctly, fulfill, specialty compound, package, ship, dispense and / or distribute our **Pharmaceutical** ~~Mango ED and Mango GROW products~~ **Products** . If Epiq Scripts is not able to scale its operations to meet the demand of our operations, or is unable to undertake any of the actions described above, our business may be materially and adversely affected, we may need to find a new partner pharmacy, which may charge us more money for its services or may not have as favorable contract terms, we may be delayed or prevented from selling our **Pharmaceutical** ~~Mango ED and Mango GROW products~~ **Products** , and may face fines, penalties or litigation. In the event of the occurrence of any of the above, the value of our securities may decline in value or become worthless. The use of social media and influencers may materially and adversely affect our reputation or subject us to fines or other penalties. We use third- party social media platforms as part of our marketing strategy. We also maintain relationships with social media influencers. As existing e- commerce and social media platforms continue to rapidly evolve and new platforms develop, we expect to maintain a presence on these existing platforms and expect them to be an important part of our marketing strategy. If we are unable to cost- effectively use social media platforms as marketing tools, if the social media platforms we use change their policies or algorithms, or if evolving laws and regulations limit how we can market through these channels, if at all, we may not be able to fully optimize our use of such platforms and our ability to retain current customers and acquire new customers may suffer. Any such failure could adversely affect our reputation, revenue, and results of operations. In addition, an increase in the use of social media for product promotion and marketing may increase the burden on us to monitor compliance related thereto, and increase the risk that such materials could contain problematic product or marketing claims in violation of applicable regulations. For example, in some cases, the Federal Trade Commission has sought enforcement action where an endorsement has failed to clearly and conspicuously disclose a financial relationship or material connection between an influencer and an advertiser. We do not control the content of what our influencers post on social media, and if we were held responsible for any false, misleading, or otherwise unlawful content of their posts or their actions, we could be fined or subjected to other monetary liabilities or required to alter our practices, which could have an adverse impact on our business, reputation, cash flows and ability to operate. Negative commentary regarding our business, or influencers who endorse our products and other third parties who are affiliated with or endorse us, may also be posted on social media platforms. Influencers with whom we maintain endorsement arrangements could engage in behavior or use their platforms to communicate with our customers in a manner that reflects poorly on our brand and may be attributed to us or otherwise adversely affect our reputation. Any such negative commentary could impact our reputation or brand and affect our ability to attract and retain customers, which could have a material adverse effect on our business and results of operations. Our business depends on our brand, and any failure to maintain, protect or enhance our brand, including as a result of events outside our control, could materially adversely affect our business. We believe our future success depends on our ability to maintain and grow the value of the " Mango " brand. Maintaining, promoting and positioning our brand and reputation will depend on, among other factors, the success of our marketing and merchandising efforts and our ability to

provide a consistent, high- quality customer experience. Any negative publicity, regardless of its accuracy, could materially adversely affect our business. Brand value is based in large part on perceptions of subjective qualities, and any incident that erodes the loyalty of our customers, including adverse publicity or a governmental investigation or litigation, could significantly reduce the value of our brand and significantly damage our business. The value of our brand also depends on effective customer support to provide a high- quality customer experience, which requires significant personnel expense. If not managed properly, this expense could impact our profitability. Failure to manage or train our own or outsourced customer support representatives properly, or our inability to hire sufficient customer support representatives could result in lower- quality customer support and / or increased customer response times, compromising our ability to handle customer complaints effectively. Our ability to gain and increase market acceptance and generate commercial revenues is subject to a variety of risks, many of which are out of our control. Our **Pharmaceutical** ~~Mango ED and Mango GROW products~~ **Products** and **our** ~~any other potential~~ future men' s wellness products may not gain or increase market acceptance among physicians, patients, healthcare payors or the medical community. We believe that the degree of market acceptance and our ability to generate commercial revenues from such products will depend on a number of factors, including: ● our ability to expand the use of our products through targeted patient and physician education; ● competition and timing of market introduction of competitive products; ● quality, safety and efficacy in the approved setting; ● prevalence and severity of any side effects, including those of the components of our products; ● emergence of previously unknown side effects, including those of the generic components of our products; ● potential or perceived advantages or disadvantages over alternative treatments; ● the convenience and ease of purchasing the product, as perceived by potential patients; ● strength of sales, marketing and distribution support; ● price, both in absolute terms and relative to alternative treatments; ● the effectiveness of any future collaborators' sales and marketing strategies; ● the effect of current and future healthcare laws; ● availability of coverage and reimbursement from government and other third- party payors; ● recommendations for prescribing physicians to complete certain educational programs for prescribing drugs; ● the willingness of patients to pay out- of- pocket in the absence of government or third- party coverage; and ● product labeling, product insert, or new studies or trial requirements of the FDA or other regulatory authorities. Our **Pharmaceutical Products** ~~Mango ED and Mango GROW~~ and / or future products may fail to achieve market acceptance or generate significant revenue to achieve sustainable profitability. In addition, our efforts to educate the medical community and third- party payors on the safety and benefits of our drugs may require significant resources and may not be successful. We may be unable to scale our operations fast enough to bring down our cost of sales and generate revenues sufficient to support our operations. We believe that in general, the faster we are able to scale up our operations, the lower our cost of sales, as a percentage of revenue, will be, as we believe that certain economies of scale exist with our operations. If we are unable to grow our business fast enough to take advantage of these economies of scale, our operations may suffer, and we may not be profitable. Economic downturns or a change in consumer preferences, perception and spending habits **has in the past, and** could **in the future,** limit consumer demand for our products and negatively affect our future business. The products that we sell ~~and plan to sell in the future~~ (including our **Pharmaceutical** ~~Mango ED and Mango GROW products~~ **Products**) **and plan to sell in the future have been in the past, and** may **in the future** be **,** adversely affected from time to time by economic downturns that impact consumer spending, including discretionary spending. Future economic conditions such as employment levels, business conditions, housing starts, market volatility, interest rates, inflation rates, energy and fuel costs and tax rates, or our actions in response to these conditions, such as price increases, could reduce consumer spending or change consumer purchasing habits. Our performance depends significantly on factors that may affect the level and pattern of consumer spending in the markets in which we operate. Such factors include consumer preference, consumer confidence, consumer income, consumer perception of the safety and quality of our future products and shifts in the perceived value for our products relative to alternatives. A general decline in the consumption of our future products could occur at any time as a result of change in consumer preference, perception, confidence and spending habits, including an unwillingness to pay a premium or an inability to purchase our products due to financial hardship or increased price sensitivity, which may be exacerbated by inflationary pressures, interest rates, and economic uncertainty. If consumer preferences shift away from our products, our business, financial condition and results of operations could be adversely affected. The success of our products depends on a number of factors including our ability to accurately anticipate changes in market demand and consumer preferences, our ability to differentiate the quality of our future products from those of our competitors, and the effectiveness of our marketing and advertising campaigns for our products. We may not be successful in identifying trends in consumer preferences and developing products that respond to such trends in a timely manner. We also may not be able to effectively promote our products by our marketing and advertising campaigns and gain market acceptance. If our products fail to gain market acceptance, are restricted by regulatory requirements or have quality problems, we may not be able to fully recover costs and expenses incurred in our operation, and our business, financial condition, results of operations and prospects could be adversely affected. We rely upon independent third- party transportation providers for all of our product shipments and are subject to increased shipping costs as well as the potential inability of our third- party transportation providers to deliver on a timely basis. We rely upon independent third- party transportation providers for all of our product shipments, including shipments from our related party pharmacy to our customers. Our utilization of these third- party delivery services for shipments is subject to risks which may impact a shipping company' s ability to provide delivery services that adequately meet our shipping needs, including risks related to employee strikes, labor and capacity constraints, port security considerations, trade policy changes or restrictions, military conflicts, acts of terrorism, accidents, natural disasters and inclement weather. Any interruption in service provided by our shipping companies could cause temporary disruptions in our business, a loss of sales and profits, and other material adverse effects. In addition, we are subject to increased shipping costs when fuel prices increase, as we use expedited means of transportation such as air freight. If we change the shipping company we use, we could face logistical difficulties that could adversely affect deliveries, and we would incur costs and expend resources in connection with such change. The failure of our **Telemedicine** ~~physician services provider~~

Providers ~~, Doctegrity,~~ to attract and retain physicians in a competitive labor market could limit our ability to execute our growth strategy, resulting in a slower rate of growth. The success of our wellness business will depend on the ability of ~~Doctegrity~~ **our Telemedicine Providers** and any future contracted telemedicine services provider (s) to continue to recruit and retain a sufficient number of qualified licensed doctors. Although we believe such provider (s) will have an effective recruitment process, there is no assurance that such provider (s) will be able to secure arrangements with sufficient numbers of licensed doctors or retain the services of such practitioners. If ~~Doctegrity~~ **our Telemedicine Providers** or any provider (s) we engage in the future, experience delays or shortages in obtaining access to qualified physicians, we would be unable to operate and may be forced to seek alternative arrangements which could be more costly or may be forced to suspend our business operations. **Our business could be adversely affected if physicians were classified as employees of the Telemedicine Providers instead of independent contractors. Our Telemedicine Providers typically engage physicians that perform services through our platform as independent contractors. The Telemedicine Providers believe that the physicians are independent contractors because, among other things, they can choose whether, when, and where to provide services on our platform and are free to provide services on our competitors' platforms. Nevertheless, recent legislative and judicial activity have in some jurisdictions created more restrictive standards or enforcement uncertainty with respect to the classification of workers within certain industries. The Telemedicine Providers may not be successful in defending the independent contractor status of physicians in some or all jurisdictions in which we and / or they operate. Furthermore, the costs associated with defending, settling, or resolving pending and future lawsuits (including demands for arbitration) relating to the independent contractor status of physicians could be material to the Telemedicine Providers. Foreign, state, and local laws governing the definition or classification of independent contractors, or changes thereto, or judicial decisions regarding independent contractor classification, could require classification of physicians as employees (or workers or quasi- employees where those statuses exist) of the Telemedicine Providers. If the Telemedicine Providers are required to classify physicians as employees (or as workers or quasi- employees where applicable), it could result in significant additional expenses, potentially including expenses associated with the application of wage and hour laws (including minimum wage, overtime, and meal and rest period requirements), employee benefits, social security contributions, taxes, and penalties. Further, any such reclassification could add significant complexity to our business model and could force us to have to modify or renegotiate our relationships with the Telemedicine Providers, which may not be possible on mutually agreeable terms, and could have an adverse effect on our business, financial condition, and results of operations. Disruption in our global supply chain could negatively impact our business. The compounds found in the products we sell are sourced from a wide variety of vendors, and any future disruption in our supply chain or inability to find qualified vendors and access compounds that meet requisite quality and safety standards in a timely and efficient manner could adversely impact our business. While we have not experienced material supply chain issues to date, the loss or disruption of such supply arrangements for any reason, including as a result of ongoing conflict arising out of the Russian invasion of Ukraine and the hostilities and conflict in the Middle East, other acts of war or terrorism, trade sanctions, inflation, tariffs, health epidemics or pandemics, labor disputes, loss or impairment of key manufacturing sites, inability to procure sufficient raw materials, quality control issues, ethical sourcing issues, a supplier' s financial distress, natural disasters, looting or other external factors over which we have no control, could interrupt product supply and, if not effectively managed and remedied, have a material adverse impact on our business, results of operations and financial condition. Additionally, any major changes in tax or trade policy, such as the imposition of additional tariffs or duties on imported products, or trade sanctions, between the U. S. and countries from which we or our vendors source merchandise, directly or indirectly, could require us to take certain actions, such as raising prices on our offerings or seeking alternative sources of supply from vendors with whom we have less familiarity, which could adversely affect our reputation, revenue, and our results of operations.** If we are unable to maintain or enter into future agreements with suppliers or our suppliers fail to supply us with our **Compounded** ~~Mango ED and Mango GROW products~~ **Products** ingredients or any other potential future men' s wellness products, we may experience delays in selling our products. We may not be successful in maintaining or entering into new supply agreements on reasonable terms or at all or that we or our suppliers will be able to obtain or maintain the necessary regulatory approvals or state and federal controlled substances registrations for current or potential future suppliers in a timely manner or at all. If we are unable to obtain a sufficient quantity of active pharmaceutical ingredients manufactured at a facility that is registered and listed with the FDA and required to produce products, there could be a delay in producing products, which could adversely affect our product sales and operating results materially, which could significantly harm our business. This has not occurred to date. We currently do not have any manufacturing facilities and ~~intend~~ **instead** ~~to~~ rely on third parties for the supply of our products (~~such as~~ **currently just** Epiq Scripts, which is a related party), as well as for the supply of materials. However, we cannot be certain that we or our suppliers will be able to obtain or maintain the necessary regulatory approvals or registrations for these suppliers in a timely manner or at all. Our business is exposed to risks associated with credit card and other online payment chargebacks and fraud. A majority of our revenue is, and is expected to be, processed through credit cards and other online payments. If we experience refunds or chargebacks, our processors could require us to create reserves, increase fees or terminate contracts with us, which would have an adverse effect on our financial condition. Our failure to limit fraudulent transactions conducted on our website, such as through the use of stolen credit card numbers, could also subject us to liability and adversely impact our reputation. Under credit card association rules, penalties may be imposed at the discretion of the association for inadequate fraud protection. Any such potential penalties would be imposed on our credit card processor by the association. However, we face the risk that we may fail to maintain an adequate level of fraud protection and that one or more credit card associations or other processors may, at any time, assess penalties against us or terminate our ability to accept credit card payments or other form of online payments from customers, which would have a material adverse effect on our business, financial condition and operating results. We could also

incur significant fines or lose our ability to give customers the option of using credit cards to pay for our products if we fail to follow payment card industry data security standards, even if there is no compromise of customer information. Although we believe that we operate in compliance with payment card industry data security standards, it is possible that at times we may not be in full compliance with these standards. Accordingly, we could be fined, which could impact our financial condition, or our ability to accept credit and debit cards as payment could be suspended, which would cause us to be unable to process payments using credit cards. If we are unable to accept credit card payments, our business, financial condition and operating results may be adversely affected. In addition, we could be liable if there is a breach of the payment information. Online commerce and communications depend on the secure transmission of confidential information over public networks. We rely on encryption and authentication technology to authenticate and secure the transmission of confidential information, including cardholder information. However, this technology may not prevent breaches of the systems we use to protect cardholder information. In addition, some of our contracting parties may also collect or possess information about our customers, and we may be subject to litigation or our reputation may be harmed if our contracting parties fail to protect our customers' information or if they use it in a manner inconsistent with our policies and practices. Data breaches can also occur as a result of non- technical issues. Under contracts with processors, if there is unauthorized access to, or disclosure of, credit card information we store, we could be liable to the credit card issuing banks for their cost of issuing new cards and related expenses. Security breaches, loss of data and other disruptions could compromise sensitive information related to our business or customers, or prevent us from accessing critical information and expose us to liability, which could adversely affect our business and our reputation. In the ordinary course of our business, we collect, store, use and disclose sensitive data, including health information and other types of personally identifiable information, or PII. We also process and store, and use additional third parties to process and store, confidential and proprietary information such as intellectual property and other proprietary business information, including that of our customers, providers and contracting parties. Security breaches of this infrastructure, including physical or electronic break- ins, computer viruses, attacks by hackers and similar breaches, and employee or contractor error, negligence or malfeasance, can create system disruptions, shutdowns or unauthorized disclosure or modifications of information, causing sensitive, confidential or proprietary information to be accessed or acquired without authorization or to become publicly available. Because of the nature of the sensitive, confidential and proprietary information that we expect to collect, store, transmit, and otherwise process, the security of our technology platform and other aspects of our services, including those provided or facilitated by our third- party service providers, will be important to our operations and business strategy. Measures taken to protect our systems, those of our third- party service providers, or sensitive, confidential and proprietary information that we or our third- party service providers process or maintain, may not adequately protect us from the risks associated with the collection, storage and transmission of such information. A security breach or privacy violation that leads to disclosure or unauthorized use or modification of, or that prevents access to or otherwise impacts the confidentiality, security, or integrity of, sensitive, confidential, or proprietary information we or our third- party service providers maintain or otherwise process, could harm our reputation, compel us to comply with breach notification laws, and cause us to incur significant costs for remediation, fines, penalties, notification to individuals and governmental authorities, implementation of measures intended to repair or replace systems or technology and to prevent future occurrences, potential increases in insurance premiums, and forensic security audits or investigations. As a result, a security breach or privacy violation could result in increased costs or loss of revenue. Any actual or suspected security breach or other compromise of our security measures or those of our third- party vendors, whether as a result of hacking efforts, denial- of- service attacks, viruses, malicious software, break- ins, phishing attacks, social engineering or otherwise, could harm our reputation and business, damage our brand and make it harder to retain existing customers or acquire new ones, require us to expend significant capital and other resources to address the breach, and result in a violation of applicable laws, regulations or other legal obligations. Our insurance policies may not cover, or may not be adequate to reimburse us for, losses caused by any such security breach. We rely on email and other messaging services to connect with our existing and potential customers. Our customers may be targeted by parties using fraudulent spoofing and phishing emails to misappropriate passwords, payment information or other personal information or to introduce viruses through Trojan horse programs or otherwise through our customers' computers, smartphones, tablets or other devices. Despite our efforts to mitigate the effectiveness of such malicious email campaigns through product improvements, spoofing and phishing may damage our brand and increase our costs. Any of these events or circumstances could materially adversely affect our business, financial condition and operating results. As of the date of this filing, **we are** ~~there have been no~~ **not** ~~such~~ **aware of the occurrence of any** data breaches or other security related issues. We may experience fluctuations in our tax obligations and effective tax rate, which could adversely affect our business, results of operations, and financial condition. We are subject to taxes in every jurisdiction in which we operate. We record tax expense based on current tax liabilities and our estimates of future tax liabilities, which may include reserves for estimates of probable settlements of tax audits. At any one- time, multiple tax years are subject to audit by various taxing jurisdictions. The results of these audits and negotiations with taxing authorities may affect the ultimate settlement of these issues. Further, our effective tax rate in a given financial statement period may be materially impacted by changes in tax laws, changes in the mix and level of earnings by taxing jurisdictions, or changes to existing accounting rules or regulations. Fluctuations in our tax obligations and effective tax rate could adversely affect our business, results of operations, and financial condition. If we become subject to product liability claims, we may be required to pay damages that exceed our insurance coverage, if any. Our products are subject to risks for product liability claims due to inherent potential side effects. We may be unable to obtain or maintain product liability coverage. A product liability claim in excess of, or excluded from, our insurance coverage which currently covers exposure to product liability claims, both technology products and physical products, would have to be paid out of cash reserves and could have a material adverse effect upon our business, financial condition and results of operations. Product liability insurance is expensive even with large self-insured retentions or deductibles, difficult to maintain, and current or increased coverage may not continue to be available on

acceptable terms, if at all. If we cannot successfully defend ourselves against a product liability claim, we may incur substantial liabilities. Regardless of merit or eventual outcome, liability claims may result in: ● injury to our reputation; ● costs of defending the claim and / or related litigation; ● cost of any potential adverse verdict; ● substantial monetary awards to patients or other claimants; and ● the inability to commercialize our products. Damages awarded in a product liability action could be substantial and could have a negative impact on our financial condition. Whether or not we were ultimately successful in product liability litigation, such litigation would consume substantial amounts of our financial and managerial resources, and might result in adverse publicity, all of which would impair our business. For example, a 2014 study published in The Journal of the American Medical Association determined that Sildenafil (the active ingredient in Viagra and one of the ingredients we alternatively use, together with Sildenafil in our Mango ED product) may be associated with a higher risk of developing melanoma. The study evaluated data from more than 25, 000 men who used Sildenafil and found that Sildenafil use was significantly associated with an increased risk of subsequent melanoma, after considering other risk factors. It is possible that the ingredients we use in our **Compounded** ~~Mango ED and Mango GROW products~~ **Products** ~~or any other products we sell~~ (including our Mango ED product, which is made with Sildenafil as an alternative to Tadalafil) **or any other products we sell, including PRIME** , could be found to result in increases in the likelihood of developing cancer or other diseases, which could subject us to litigation, penalties or recalls, all of which could have a material adverse effect on our operations and cause the value of our securities to decline in value or become worthless. Furthermore, our use of Sildenafil in our products could subject us to litigation, penalties or recalls, all of which could have a material adverse effect on our operations and cause the value of our securities to decline in value or become worthless. Disruptions in our data and information systems could harm our reputation and our ability to run our business. We rely extensively on data and information systems for our supply chain, financial reporting, human resources and various other operations, processes and transactions. Furthermore, a significant portion of the communications between us, our suppliers and customers depend on information technology. Our data and information systems are subject to damage or interruption from power outages, computer and telecommunications failures, computer viruses, security breaches (including breaches of our transaction processing or other systems that could result in the compromise of confidential customer data), catastrophic events, data breaches and usage errors by our employees or third- party service providers. Our data and information technology systems may also fail to perform as we anticipate, and we may encounter difficulties in adapting these systems to changing technologies or expanding them to meet the future needs of our business. If our systems are breached, damaged or cease to function properly, we may have to make significant investments to fix or replace them, suffer interruptions in our operations, incur liability to our customers and others or face costly litigation, and our reputation with our customers may be harmed. We also rely on third parties for a majority of our data and information systems, including for third- party hosting and payment processing. If these facilities fail, or if they suffer a security breach or interruption or degradation of service, a significant amount of our data could be lost or compromised and our ability to operate our business and deliver our product offerings could be materially impaired. In addition, various third parties, such as our suppliers and payment processors, also rely heavily on information technology systems, and any failure of these systems could also cause loss of sales, transactional or other data and significant interruptions to our business. Any material interruption in the data and information technology systems we rely on, including the data or information technology systems of third parties, could materially adversely affect our business, financial condition and operating results. Risks Related to Legal, Regulatory and Government We incur significant costs to ensure compliance with U. S. and Nasdaq reporting and corporate governance requirements. We incur significant costs associated with our public company reporting requirements and with applicable U. S. and Nasdaq corporate governance requirements, including requirements under the Sarbanes- Oxley Act of 2002 and other rules implemented by the SEC and Nasdaq. **All** ~~We expect all~~ of these applicable rules and regulations ~~to~~ significantly increase our legal and financial compliance costs and ~~to~~ make some activities more time- consuming and costly. ~~We also expect that these~~ **These** applicable rules and regulations ~~may~~ **also** make it more difficult and more expensive for us to retain director and officer liability insurance and **as a result,** we may be required to accept reduced policy limits and coverage or incur substantially higher costs to obtain the same or similar coverage. As a result, it may be more difficult for us to attract and retain qualified individuals to serve on our Board of Directors or as executive officers. If we fail to comply with government laws and regulations it could have a materially adverse effect on our business. The health care industry is subject to extensive federal, state and local laws and regulations relating to licensure, conduct of operations, ownership of facilities, addition of facilities and services, payment for services and prices for services that are extremely complex and for which, in many instances, the industry does not have the benefit of significant regulatory or judicial interpretation. We exercise care in structuring our arrangements with physicians and other referral sources to attempt to comply in all material respects with applicable laws. We also take such laws into account when planning future marketing and other activities, and expect that our operations are in compliance with applicable laws. The laws, rules and regulations described above are complex and subject to interpretation. In the event of a determination that we are in violation of such laws, rules or regulations, or if further changes in the regulatory framework occur, any such determination or changes could have a material adverse effect on our business. There can be no assurance however that we will not be found in noncompliance in any particular situation. Separately, Federal law limits compounded drugs that are " essentially copies " of commercially available FDA approved drugs, including those with the same route of administration. If our **Compounded** ~~Mango ED and Mango GROW products~~ **Products** , or any future products we may choose to market in the future are deemed to be " essentially copies " of commercially available FDA approved drugs we would be prohibited from compounding such drugs and would be unable to sell our **Compounded Products** ~~Mango ED and Mango GROW drug~~ or future products. If that were to occur, we would need to change our business plan which would require substantial additional expenses and would have a material adverse effect on our cash flows and the value of our securities. Marketing activities for our **Pharmaceutical** ~~Mango ED and Mango GROW products~~ **Products** are subject to strict governmental regulation which may limit our ability to market or promote such product. Our business model depends on qualifying for certain statutory exemptions for drugs that are

compounded by pharmacies in accordance with applicable requirements. Pharmacy compounding is also subject to state oversight and regulation. Federal requirements include obtaining individual prescriptions establishing that the compounded drug is necessary for each drug prescribed for each of our customers. Federal law also limits compounded drugs that are " essentially copies " of commercially available FDA approved drugs, including those with the same route of administration. These restrictions will limit our ability to market compounded drugs that have the same active ingredients and route of administration as FDA- approved drugs, unless the compounded version offers a significant difference that the prescriber determines is necessary for each individual patient. The FDA also has the authority to impose significant restrictions on approved products through regulations on advertising, promotional and distribution activities. In particular, the FDA will object to any promotional activity (including through testimonials and surrogates) that is " false or misleading in any particular, " including the failure to disclose material facts. For example, the FDA will expect adequate substantiation for an efficacy claim, which would require substantial evidence derived from adequate and well- controlled clinical trials. We believe we can conduct truthful and non-misleading promotional activities, including activities involving the use of testimonials and surrogates, with limited claims that do not require substantial evidence derived from adequate and well- controlled clinical trials and which do not include efficacy claims. If our products ~~(including our Mango ED and Mango GROW products)~~ are marketed in contradiction with FDA laws and regulations, the FDA may issue warning letters that require specific remedial measures to be taken, as well as an immediate cessation of the impermissible conduct, resulting in adverse publicity. The FDA may also require that all future promotional materials receive prior agency review and approval before use. Certain states have also adopted regulations and reporting requirements surrounding the promotion of pharmaceuticals. Failure by us or any of our collaborators to comply with state requirements may affect our ability to promote or sell future products in certain states. This, in turn, could have a material adverse impact on our financial results and financial condition and could subject us to significant liability, including civil and administrative remedies as well as criminal sanctions. These restrictions may be more burdensome for compounded products as compared with FDA approved products because the latter have substantial evidence of safety and effectiveness, which will limit our ability to compete against the sale of comparable FDA- approved products. Evolving government regulations and enforcement activities may require increased costs or adversely affect our results of operations. Our operations may be subject to direct and indirect adoption, expansion or reinterpretation of various laws and regulations. Compliance with these evolving laws, regulations and interpretations may require us to change our practices at an undeterminable and possibly significant initial monetary and annual expense. These additional monetary expenditures may increase future overhead, which could have a material adverse effect on our results of operations. There could also be laws and regulations applicable to our business that we have not identified or that, if changed, may be costly to us, and we cannot predict all the ways in which implementation of such laws and regulations may affect us. Additionally, the introduction of new products may require us to comply with additional, yet undetermined, laws and regulations. Compliance may require obtaining appropriate federal, state, or local licenses or certificates, increasing our security measures and expending additional resources to monitor developments in applicable rules and ensure compliance. The failure to adequately comply with these future laws and regulations may delay or possibly prevent our products from being offered to customers, which could have a material adverse effect on our business, financial condition, and results of operations. Failure to comply with federal, state and foreign laws and regulations relating to privacy, data protection and consumer protection, or the expansion of current or the enactment of new laws or regulations relating to privacy, data protection and consumer protection, could adversely affect our business and our financial condition. A variety of federal, state and foreign laws and regulations govern the collection, use, retention, sharing and security of consumer data. Laws and regulations relating to privacy, data protection and consumer protection are evolving and subject to potentially differing interpretations. These requirements may be interpreted and applied in a manner that is inconsistent from one jurisdiction to another or may conflict with other rules or our practices. As a result, our practices may not comply with all such laws, regulations, requirements and obligations. Any failure, or perceived failure, by us to comply with any federal, state or foreign privacy or consumer protection- related laws, regulations, industry self- regulatory principles, industry standards or codes of conduct, regulatory guidance, orders to which we may be subject or other legal obligations relating to privacy or consumer protection could adversely affect our reputation, brand and business, and may result in claims, investigations, proceedings or actions against us by governmental entities or others or other liabilities or require us to change our operations. We collect, store, process, and use personal information and other customer data, and will rely on third parties that are not directly under our control to manage certain of these operations and to collect, store, process and use payment information. Our customers' personal information may include names, addresses, phone numbers, email addresses, payment card data, and payment account information, as well as other information. Due to the volume and sensitivity of the personal information and data we and these third parties manage, the security features of our information systems are critical. If our security measures, some of which are managed by third parties, are breached or fail, unauthorized persons may be able to access sensitive customer data, including payment card data. If we or our independent service providers or business partners experience a breach of systems that collect, store or process our members' and customers' sensitive data, our brand could be harmed, sales of our products could decrease, and we could be exposed to claims, losses, administrative fines, litigation or regulatory and governmental investigations and proceedings. Any such claim, investigation, proceeding or action could hurt our reputation, brand and business, force us to incur significant expenses in defense of such proceedings, distract our management, increase our costs of doing business, result in a loss of customers and suppliers and may result in the imposition of monetary penalties and administrative fines. Depending on the nature of the information compromised, we may also have obligations to notify users, law enforcement, or payment companies about the incident and may need to provide some form of remedy, such as refunds, for the individuals affected by the incident. Privacy laws, rules, and regulations are constantly evolving in the United States and abroad and may be inconsistent from one jurisdiction to another. We expect that new industry standards, laws and regulations will continue to be proposed regarding privacy, data protection and information security in many jurisdictions, including privacy acts previously adopted by

~~the~~ **20** states **as of the date of this Report, including the states** of California, Colorado, Connecticut, Delaware, **Florida,** Indiana, Iowa, **Kentucky, Maryland,** Montana **, Minnesota, Montana, New Hampshire, Nebraska** , New Jersey, Oregon **, Rhode Island** , Tennessee, Texas, Utah, and Virginia, certain of which are already effective, and certain of which become effective during ~~2023~~ **2025** , ~~and from 2024 to~~ 2026. We cannot yet determine the impact such future laws, regulations and standards may have on our business. Complying with these evolving obligations is costly. For instance, expanding definitions and interpretations of what constitutes " personal data " (or the equivalent) within the United States and elsewhere may increase our compliance costs. Any failure to comply could give rise to unwanted media attention and other negative publicity, damage our customer and consumer relationships and reputation, and result in lost sales, claims, administrative fines, lawsuits or regulatory and governmental investigations and proceedings and may harm our business and results of operations. Our **Compounded** ~~Mango ED and Mango GROW products~~ **Products** have not been, and will not be, approved by the FDA. The use of such products may cause serious side effects which could subject us to material litigation, damages and penalties. Our **Compounded** ~~Mango ED and Mango GROW products~~ **Products** have not been, and will not be, approved by the FDA. It is compounded using bulk drug substances and as such, we believe it is exempt from specific FDA approval, provided that it is compounded in accordance with statutory requirements. Because compounded drugs are not FDA- approved, the FDA does not verify their safety, effectiveness, or quality before they are marketed. In addition, poor compounding practices can result in serious drug quality problems, such as contamination or a drug that contains too much or too little active ingredient, among other possible quality deficiencies. We are not aware of any clinical studies involving the administration of Sildenafil or Tadalafil sublingually at the doses we intend to provide patients, or the compounding of Sildenafil or Tadalafil, Oxytocin, and L- arginine to treat ED, as is contemplated by our Mango ED products. We are also not aware of any clinical studies involving the administration of Minoxidil and Finasteride sublingually at the dose we provide patients, or the compounding of Minoxidil, Finasteride, Vitamin D3 and Biotin, to attempt to treat hair loss, as is contemplated by our Mango GROW product. **We are also not aware of any clinical studies involving the administration of Enclomiphene Citrate, Pregnenolone, and DHEA sublingually at the dose we provide patients, or the compounding of these ingredients to attempt to manage and balance hormones, as is contemplated by our Mango MOJO product. We are also not aware of any clinical studies involving the administration of Semaglutide sublingually at the dose we provide patients, or the compounding of Semaglutide with Vitamin B6 to attempt to assist with weight management, as is contemplated by our Mango SLIM product.** Because our **Compounded** ~~Mango ED and Mango GROW products~~ **Products** have not been, and will not be, approved by the FDA, our products have not had the benefit of the FDA' s clinical trial protocol which seeks to prevent the possibility of serious patient injury and death. If this were to occur, we could be subject to litigation and governmental action, which could result in costly litigation, significant fines, judgments or penalties. For example, in October 2012, a pharmacy in Massachusetts shipped compounded drugs that were contaminated with a fungus throughout the country, and these drugs were injected into patients' spines and joints. More than 750 people in 20 states developed fungal infections, and more than 60 people died. This type of action could have a significant negative impact on our brand name, results of operations and cash flows, and result in us having to cease selling products, curtailing our business plan, or seeking bankruptcy protection. The main ingredients of our **Compounded** ~~Mango ED and Mango GROW products~~ **Products** are publicly disclosed and ~~separately our Mango ED products~~ are being specially compounded for the customer by a pharmacist with a physician' s prescription, and as a result, our **Compounded** ~~Mango ED and Mango GROW products~~ **Products** formula can be replicated by other companies. ~~Our Mango ED~~ **Because our Compounded** ~~products~~ **Products** ~~are made up of the following three ingredients: (1) Either Sildenafil (50 milligrams (mg) or Tadalafil (10 (mg)), Oxytocin (100 International units (IU)) and L- Arginine (50mg); and (2) either Sildenafil (100mg) or Tadalafil (20mg), Oxytocin (100IU) and L- Arginine (50mg), an amino acid that is available as a dietary supplement. However, the fact that Sildenafil, Tadalafil and Oxytocin are used in FDA approved drugs, and L- arginine is available as a dietary supplement, does not mean that these ingredients will prove safe when combined into a single formulation to treat ED. Further, our Mango GROW product currently includes the following amounts of the four ingredients discussed below: (1) Minoxidil (2. 5mg), (2) Finasteride (1mg), (3) Vitamin D3 (2000IU), and (4) Biotin (1mg). However, the fact that Minoxidil and Finasteride are used in FDA approved drugs, and Vitamin D3 and Biotin are available as a dietary supplement, does not mean that these ingredients will prove safe when combined into a single formulation to treat hair growth. We currently offer two dosage levels of our Mango ED products and one dosage level of our Mango GROW product and anticipate a prescribing doctor prescribing a dosage based on the needs and medical history of the patient. Additionally, because our Mango ED and Mango GROW products~~ are being specially compounded for ~~the customer~~ **customers** by a pharmacist with a physician' s prescription and because the ingredients for our **Compounded** ~~Mango ED and Mango GROW products~~ **Products** are publicly disclosed, these product formulas can be replicated by other companies. As a result, competitors, including those with greater resources, marketing, and brand recognition, may compete against us in the future using our exact product ingredients or variations thereof. We may be unable to distinguish our **Compounded** ~~Mango ED and Mango GROW products~~ **Products** from copycat products and may not be able to differentiate our product from competitors in the marketplace. As a result, we may fail to obtain a significant market share, or may lose any market share we may obtain in the future, may be unable to compete with competitors, and may be forced to abandon or curtail our business plan, which could cause the value of our shares to decline in value or become worthless. Our **Compounded** ~~Mango ED and Mango GROW products~~ **Products** need to be compounded by licensed pharmacists who are subject to risks regarding applicable exemptions from the **FFDCA** ~~Federal Food, Drug, and Cosmetic~~ Act. Section 503A of the FFDCA describes the conditions under which compounded human drug products are exempt from the FFDCA sections on FDA approval prior to marketing, current good manufacturing practice ~~(" cGMP ")~~ requirements, and labeling with adequate directions for use. One of these conditions is that the drugs must be compounded based on the receipt of valid patient- specific prescriptions. Our ~~ED~~ **Compounded** ~~product~~ **Products** needs to be compounded by licensed pharmacists, after being prescribed by a licensed physician. Licensed pharmacists who compound drug products in accordance

with Section 503A of the FFDCA are not required to comply with CGMP requirements and the drugs that they compound are not required to be approved by the FDA, provided that the compounding complies with applicable requirements. Therefore, the FDA is often not aware of potential problems with compounded drug products or compounding practices unless it receives a complaint, such as a report of a serious adverse event or visible contamination. As such, the compounding of our products is subject to limited FDA oversight, which could lead to such products not being compounded safely and could lead to product recalls and litigation which could have a significant negative impact on our brand name, results of operations and cash flows, and result in us having to cease selling products, curtailing our business plan, or seeking bankruptcy protection. Neither we, nor our representatives have had any conversations with the FDA staff regarding whether our **Compounded** ~~Mango ED or Mango GROW products~~ **Products** can be sold pursuant to Section 503A of the FFDCA Act and future conversations with the FDA may result in the FDA staff raising issues with such sales pursuant to Section 503A of the FFDCA, requiring certain pre-requisites or changes to our current business plan, which may be costly or time consuming, and / or may result in us being prohibited from selling our **Compounded** ~~Mango ED and Mango GROW products~~ **Products** pursuant to Section 503A of the FFDCA Act. We also face risks that the compounding of our products does not fall within the exemption from the FFDCA provided by Section 503A thereof. For example, if the FDA determined that any of our products are essentially a copy of an FDA approved product, we would be severely limited in our ability to compound such a product. If any of the above were to apply, we may need to change our business plan or compounding activities, which could force us to curtail our business plan or expend significant additional resources to obtain FFDCA or FDA approval for our products. Notwithstanding the above, under relevant FDA guidance, the FDA generally does not consider a compounded drug to be " essentially a copy " of a commercially available drug if the compounded drug has a different route of administration as compared with the approved alternative, and our **Compounded** ~~Mango ED and Mango GROW products~~ **Products** are for a different route of administration (e. g., sublingual). In addition, we do not expect that we will be deemed to have engaged in such " copying ", because our **Compounded** ~~Mango ED and Mango GROW products~~ **Products** are based on a prescriber' s determination for each patient that the change associated with the compounded product (our **Compounded** ~~Mango ED and Mango GROW products~~ **Products**) produces for the patient a significant difference as compared with the commercially available drug product. Under relevant FDA guidance, the FDA does not consider a compounded drug " essentially a copy " if a prescriber determines that there is a change, made for an identified individual patient, which produces for that patient a significant difference from the commercially available product. Health care services, including arrangements with health care professionals, are heavily regulated at the state level, and the laws and regulations may be changed or subject to new interpretations. Each state separately licenses health care professionals and determines when and under what conditions they may interact with and provide services to patients. Telehealth consultations initiated through our platform must be offered in accordance with the laws and regulations of the state where a patient is located, which may include laws that restrict the corporate practice of medicine and fee splitting. Each state' s laws are subject to legislative and regulatory changes, as well as judicial interpretations, and future changes or interpretations of state laws restricting the corporate practice of medicine and fee splitting could adversely affect the permissibility of (a) our relationship with ~~Doctegrity~~ **the Telemedicine Providers** ; and / or (b) ~~Doctegrity~~ **the Telemedicine Providers** ' ~~s~~ **relationships with their contracted physicians. If our** relationship with ~~its contracted physicians. If~~ **the Telemedicine Providers and /** ~~our~~ **or the Telemedicine Providers'** ~~relationship~~ **relationships** with **their** ~~Doctegrity and / or Doctegrity' s relationship with its~~ contracted physicians needed to be restructured in light of any such adverse changes or interpretations, that restructuring could negatively affect our ability to connect consumers with medical providers in certain states, and thus those customers' ability to ultimately receive our products. We do not have a pharmacy and depend on a related party to compound our ~~Mango~~ **Compounded** ~~product~~ **Products** and other potential future men' s wellness products. We rely on a related party pharmacy for the manufacture of our Mango product and will rely on this pharmacy or others for any potential future men' s wellness products we market and we cannot assure you that they will be successful. This subjects us to a number of risks, including the following: ● we may not be able to control the commercialization of our products, including the amount, timing and quality of resources that our contracting parties may devote to our products; ● our contracting parties may experience financial, regulatory or operational difficulties, which may impair their ability to fulfill their contractual obligations; ● business combinations or significant changes in a contracting parties' business strategy may adversely affect a contracting party' s willingness or ability to perform their obligations under any arrangement; ● legal disputes or disagreements may occur with one or more of our contracting parties or between our contracting parties and our suppliers or former contracting parties; and ● a contracting party could independently move forward with a competing product developed either independently or in collaboration with others, including with one of our competitors. If any of our contracting parties fail to fulfill their future contractual obligations, our business may be negatively affected and we may receive limited or no revenues under our agreements with them. See also the risk factor, " The related party pharmacy we have entered into an agreement with may not receive licenses in all of the 50 United States to provide national coverage for us to sell our **Pharmaceutical** ~~Mango ED and Mango GROW products~~ **Products** and future products " below. Our use and disclosure of personally identifiable information, including health information, is subject to federal and state privacy and security regulations, and our failure to comply with those regulations or to adequately secure the information we hold could result in significant liability or reputational harm and, in turn, a material adverse effect on our client base and revenue. Numerous state and federal laws and regulations govern the collection, dissemination, use, privacy, confidentiality, security, availability and integrity of personally identifiable information, or PII, including protected health information, or PHI. These laws and regulations include the Health Information Portability and Accountability Act of 1996 (" HIPAA "), as amended by the Health Information Technology for Economic and Clinical Health Act, or HITECH, and their implementing regulations (referred to collectively as " HIPAA "). HIPAA establishes a set of basic national privacy and security standards for the protection of PHI. HIPAA requires us to develop and maintain policies and procedures with respect to PHI that is used or disclosed, including the adoption of administrative, physical and technical

safeguards to protect such information. HIPAA imposes mandatory penalties for certain violations. Penalties for violations of HIPAA and its implementing regulations start at $ 100 per violation and are not to exceed $ 50, 000 per violation, subject to a cap of $ 1. 5 million for violations of the same standard in a single calendar year. However, a single breach incident can result in violations of multiple standards. HIPAA also authorizes state attorneys general to file suit on behalf of their residents. Courts are able to award damages, costs and attorneys' fees related to violations of HIPAA in such cases. While HIPAA does not create a private right of action allowing individuals to sue us in civil court for violations of HIPAA, its standards have been used as the basis for duty of care in state civil suits such as those for negligence or recklessness in the misuse or breach of PHI. In addition, HIPAA mandates that the Secretary of Health and Human Services, or HHS, conduct periodic compliance audits of HIPAA covered entities or business associates for compliance with the HIPAA Privacy and Security Standards. It also tasks HHS with establishing a methodology whereby harmed individuals who were the victims of breaches of unsecured PHI may receive a percentage of the Civil Monetary Penalty fine paid by the violator. HIPAA further requires that patients be notified of any unauthorized acquisition, access, use or disclosure of their unsecured PHI that compromises the privacy or security of such information, with certain exceptions related to unintentional or inadvertent use or disclosure by employees or authorized individuals. HIPAA specifies that such notifications must be made " without unreasonable delay and in no case later than 60 calendar days after discovery of the breach. " If a breach affects 500 patients or more, it must be reported to HHS without unreasonable delay, and HHS will post the name of the breaching entity on its public web site. Breaches affecting 500 patients or more in the same state or jurisdiction must also be reported to the local media. If a breach involves fewer than 500 people, the covered entity must record it in a log and notify HHS at least annually. Numerous other federal and state laws protect the confidentiality, privacy, availability, integrity and security of PII, including PHI. These laws in many cases are more restrictive than, and may not be pre- empted by, the HIPAA rules and may be subject to varying interpretations by courts and government agencies, creating complex compliance issues for us and our clients and potentially exposing us to additional expense, adverse publicity and liability. Because of the extreme sensitivity of the PII we store and transmit, the security features of our technology platform are very important. If our security measures are breached or fail, unauthorized persons may be able to obtain access to sensitive client data, including HIPAA- regulated PHI. As a result, our reputation could be severely damaged, adversely affecting client confidence. In addition, we could face litigation, damages for contract breach, penalties and regulatory actions for violation of HIPAA and other applicable laws or regulations and significant costs for remediation, notification to individuals and for measures to prevent future occurrences. Any potential security breach could also result in increased costs associated with liability for stolen assets or information, repairing system damage that may have been caused by such breaches, incentives offered to clients in an effort to maintain our business relationships after a breach and implementing measures to prevent future occurrences, including organizational changes, deploying additional personnel and protection technologies, training employees and engaging third- party experts and consultants. Risks Related to Related Party Relationships and Transactions and Our Management We depend heavily on our senior management, including our Chief Executive Officer, who may have a conflict of interest with regard to various matters. The ability of certain key employees to devote adequate time to us is critical to the success of our business, and failure to do so may adversely affect our revenues and as a result could materially adversely affect our business, financial condition and results of operations. We must retain the services of our key employees and strategically recruit and hire new talented employees. Our future business and results of operations depend in significant part upon the continued contributions of our senior management personnel, particularly our Chairman and Chief Executive Officer, Jacob D. Cohen. Mr. Cohen is currently a co- Manager and ~~51~~ **52** % owner of Epiq Scripts, and as Chief Executive Officer of Ronin Equity Partners, Inc., a private investment company, and in various positions with other entities and groups. Mr. Cohen currently spends approximately 95 % of his time on Company matters. As a result, Mr. Cohen dedicates only a portion of his professional efforts to our business and operations, and there is no contractual obligation for him to spend a specific amount of his time with us. Mr. Cohen may not be able to dedicate adequate time to our business and operations and we could experience an adverse effect on our operations due to the demands placed on him from his other professional obligations. Such involvement in other businesses may therefore present a conflict of interest regarding decisions he makes for us or with respect to the amount of time available for us. If we lose his services or if he fails to perform in his current position, or if we are not able to attract and retain skilled personnel as needed, our business could suffer. Significant turnover in our senior management could significantly deplete our institutional knowledge held by our existing senior management team. We depend on the skills and abilities of these key personnel in managing our operations, product development, marketing and sales aspects of our business, any part of which could be harmed by turnover in the future. Moving forward, should the services of Mr. Cohen be lost for any reason, we will incur costs associated with recruiting replacements and any potential delays in operations which this may cause. If we are unable to replace such individual with a suitably trained alternative individual (s), we may be forced to scale back or curtail our business plan. Separately, if our executive officers do not devote sufficient time towards our business, we may never be able to effectuate our business plan. We have engaged **,** and in the future may engage **,** in transactions with related parties and such transactions present possible conflicts of interest that could have an adverse effect on us. We have entered, and may continue to enter, into transactions with related parties for financing, corporate, business development and operational services. Included in such transactions is a Master Services Agreement and Statement of Work **and Consulting Agreement** with Epiq Scripts, LLC, a related party, ~~51~~ **52** % owned and controlled by Jacob D. Cohen, our Chairman and Chief Executive Officer, as discussed in greater detail under " Item 1. Business — Material Agreements ~~— Master Services Agreement with Epiq Scripts~~ " ~~and " — First Amendment to MSA~~ , " for pharmacy and compounding services **, which has been assigned to Mango & Peaches** . Such transactions may not have been / may not be, entered into on an arm' s- length basis, and we may have achieved more or less favorable terms because such transactions were entered into with our related parties. This could have a material effect on our business, results of operations and financial condition. Such conflicts could cause an individual in our management to seek to advance his or her economic interests or the economic interests of certain related parties

above ours. Further, the appearance of conflicts of interest created by related party transactions could impair the confidence of our investors. We are significantly reliant on related party relationships. We have entered into a Master Services Agreement and Statement of Work **and Consulting Agreement** with Epiq Scripts, LLC, a related party, ~~51~~ **52** % owned and controlled by Jacob D. Cohen, our Chairman and Chief Executive Officer, who also serves as a co- Manager of Epiq Scripts, as discussed in greater detail under " Item 1. Business — Material Agreements ~~— Master Services Agreement with Epiq Scripts~~ " ~~and " — First Amendment to MSA~~ , ~~"~~ for pharmacy and compounding services **, which has been assigned to Mango & Peaches** . In the event that relationship is terminated, our costs may increase, and we may be unable to effectively obtain the services currently provided by Epiq Scripts, LLC. Additionally, certain of our consultants are employed by Epiq Scripts, LLC. We also anticipate entering into other related party relationships in the future. While we believe that all related party agreements have been and will be on arms- length terms, such significant related party relationships may be perceived negatively by potential shareholders or investors and / or may result in conflicts of interest. Each of our officers and directors (including those discussed above) presently has, and any of them in the future may have, additional fiduciary or contractual obligations to other entities pursuant to which such officer or director may be required to present a business opportunity to such entity, subject to his or her fiduciary duties under applicable law. Additionally, such persons may have conflicts of interest in allocating their time among various business activities. These conflicts may not be resolved in our favor. Our significant related party relationships and transactions, the terms of such relationships and transactions, and / or the termination of any such relationships or transactions, may have a material adverse effect on our results of operations moving forward and / or create conflicts of interest or perceived conflicts of interest which may have a material adverse effect on the value of our securities. The related party pharmacy we have entered into an agreement with may not receive licenses in all of the 50 United States to provide national coverage for us to sell our **Pharmaceutical** ~~Mango ED and Mango GROW products~~ **Products** and future products. We have entered into a Master Services Agreement and Statement of Work **and Consulting Agreement** with Epiq Scripts, LLC, a related party, ~~51~~ **52** % owned and controlled by Jacob D. Cohen, our Chairman and Chief Executive Officer, as discussed in greater detail under " Item 1. Business — Material Agreements — Master Services Agreement ~~with Epiq Scripts~~ , " for pharmacy and compounding services **, which has been assigned to Mango & Peaches** . Epiq Script' s ability to provide pharmacy services in each state is subject to, among other things, receipt of regulatory approvals and licenses in the states in which it operates. Currently Epiq Scripts holds State Board of Pharmacy (or its equivalent) licenses to operate in the District of Columbia and ~~47~~ **49** states: Alaska, Arizona, Arkansas, **California,** Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island **, South Carolina** , South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming. Its failure to receive regulatory approval or licenses in the other states in which we hope to operate, or loss of such licenses in the future, may prohibit us from selling our Mango products to customers that reside in those states limiting our ability to grow and compete with other companies that have those capabilities. Any of the above may have an adverse effect on our revenues, operations and cash flow and cause the value of our securities to decline in value or become worthless. We also face related party conflicts associated with our engagement of Epiq Scripts, LLC as discussed in greater detail above. **Assuming the shareholder approval of the issuance of the Mango & Peaches Common Shares and Mango & Peaches Series A Shares,** Jacob D. Cohen, our Chairman and Chief Executive Officer **will** ~~, beneficially owns a significant percentage of our outstanding common stock and as such~~ exercise ~~significant~~ **majority** voting control over ~~us~~ **Mango & Peaches, which following the transactions related to the Contribution Agreement, holds substantially all of our assets and operations** , which limits shareholders' abilities to influence corporate matters and could delay or prevent a change in corporate control. **Pursuant to the December 13, 2024, Contribution Agreement, the Company contributed substantially all of its assets, including ownership of: (a) its 98 % ownership of MangoRx Mexico S. A. de C. V., a Mexican Stock Company; and (b) its 100 % ownership of MangoRx UK Limited, a company incorporated under the laws of the United Kingdom, to Mango & Peaches, in order to restructure the ownership and operations of the Company, better segregate such operations and liabilities and provided for the issuance of a portion of the capital of Mango & Peaches to Mr.** Jacob ~~D.~~ Cohen, **the** ~~our Chairman and~~ Chief Executive Officer **of the Company** , ~~beneficially owns approximately 38~~ **as additional consideration to Mr** . ~~9~~ **Cohen, as discussed in greater detail below under " Item 11. Executive Compensation " — " Employment and Consulting Agreements " — " Jacob D. Cohen, Chief Executive Officer ", pursuant to which the Company agreed to issue Mr. Cohen (a) 1, 700, 000 shares of the common stock of Mango & Peaches (representing 25. 4** % of **Mango and Peaches'** ~~the~~ **then** outstanding shares of ~~our~~ common stock **); and (b) 100 shares Series A Super Majority Voting Preferred Stock of Mango & Peaches, discussed in greater detail below, which issuances are subject to shareholder approval, which shareholder approval the Company expects to solicit from shareholders in the near future. In consideration for the transfer of the assets, the Company received 4, 999, 999 shares of Mango & Peaches' common stock, bringing its ownership to 5, 000, 000 shares of common stock of Mango & Peaches upon the closing of the Contribution Agreement. Pursuant to the Contribution Agreement, Mango & Peaches assumed all of the liabilities of the Company relating to the Contributed Assets contributed, but none of the other liabilities of the Company and the Company agreed to indemnify Mango & Peaches against any damages relating to a breach of any representation or warranty of the Company in the Contribution Agreement, or any claim relating to the Contributed Assets, before the Contribution Effective Date; and Mango & Peaches agreed to indemnify the Company against any damages relating to a breach of any representation or warranty of Mango & Peaches in the Contribution Agreement, or any claim relating to the Contributed Assets, after the Contribution Effective Date. The Contribution Agreement and the contribution and assumption provided for therein was effective December 15, 2024. The Mango & Peaches Series A Shares have the right to vote on all shareholder matters (including, but not limited to at every meeting of the stockholders of Mango & Peaches**

and upon any action taken by stockholders of Mango & Peaches with or without a meeting) equal to fifty- one percent (51 %) of the total vote, and for so long as Series A Preferred Stock is outstanding, Mango & Peaches shall not, without the affirmative vote of the holders of at least 66- 2 / 3 % of all outstanding shares of Series A Preferred Stock, voting separately as a class (i) amend, alter or repeal any provision of the Certificate of Formation or the Bylaws of Mango & Peaches so as to adversely affect the designations, preferences, limitations and relative rights of the Series A Preferred Stock, (ii) effect any reclassification of the Series A Preferred Stock, (iii) designate any additional series of preferred stock, the designation of which adversely effects the rights, privileges, preferences or limitations of the Series A Preferred Stock; or (iv) amend, alter or repeal any provision of the Series A Designation (except in connection with certain non- material technical amendments). Additionally, subject to the rights of series of preferred stock which may from time to time come into existence, so long as any shares of Series A Preferred Stock are outstanding, Mango & Peaches cannot without first obtaining the approval (by written consent, as provided by law) of the holders of a majority of the then outstanding shares of Series A Preferred Stock, voting together as a class: (a) issue any additional shares of Series A Preferred Stock after the original issuance of shares of Series A Preferred Stock; (b) increase or decrease the total number of authorized or designated shares of Series A Preferred Stock; (c) effect an exchange, reclassification, or cancellation of all or a part of the Series A Preferred Stock; (d) effect an exchange, or create a right of exchange, of all or part of the shares of another class of shares into shares of Series A Preferred Stock; or (e) alter or change the rights, preferences or privileges of the shares of Series A Preferred Stock so as to affect adversely the shares of such series, including the rights set forth in the Series A Designation . As a result **of the issuance of the Mango & Peaches Common Shares and Mango & Peaches Series A Shares , Mr. Cohen will obtain majority control over substantially all of the assets and operations of the Company at the time of the entry into the Contribution Agreement, which following the Contribution Effective Date, are held by Mango & Peaches, including the right to vote 75. 5 % of Mango & Peaches outstanding voting shares as result of his ownership of Mango & Peaches Common Shares and the Mango & Peaches Series A Shares, which will provide him the right to approve any merger or consolidation of Mango & Peaches and / or any amendment to the Certificate of Formation of Mango & Peaches. Additionally, Mr. Cohen, pursuant to the terms of his Employment Agreement, as amended, discussed in greater detail below under " Item 11. Executive Compensation " — " Employment and Consulting Agreements " — " Jacob D. Cohen, Chief Executive Officer ", has the right to earn up to $ 10 million bonus (the " Mango & Peaches Bonus "), which is convertible at his option, at a conversion price of $ 0. 50 per share, into up to 20, 000, 000 shares of common stock of Mango & Peaches. In the event the full amount of the Mango & Peaches Bonus, vests to Mr. Cohen and** he ~~has significant influence on~~ **converts such entire Mango & Peaches Bonus into 20, 000, 000 Mango & Peaches Bonus Shares pursuant to the conversion terms thereof,** ~~the~~ **he will own 81. 3 % of Mango & Peaches outstanding common stock (not factoring in any other issuances), and 92. 8 % of Mango & Peaches' outstanding voting stock (as a result of the ownership of the Mango & Peaches Series A Shares and not factoring in any future issuances). There is no assurance that any of the milestones will be reached by Mango & Peaches and / or that any portion of the Mango & Peaches Bonus will vest to Mr. Cohen or that any Mango & Peaches Bonus Shares will be issued to Mr. Cohen. As a result, Mr. Cohen will control the Mango & Peaches** shareholder vote. Consequently, he has the ability to influence matters affecting ~~our shareholders~~ **Mango & Peaches** and therefore exercise significant control in determining the outcome of **all** ~~a number of~~ corporate transactions or other matters **involving Mango & Peaches** , including (i) making amendments to ~~our~~ **Mango & Peaches'** certificate of formation; (ii) whether to issue additional shares of common stock and preferred stock **of Mango & Peaches** , including to himself; (iii) employment decisions, including compensation arrangements; (iv) whether to enter into material transactions with related parties; (v) election of directors; and (vi) any merger or significant corporate transactions, including with himself or other related parties. Additionally, it will be difficult if not impossible for investors to remove ~~our current directors (including, but not limited to~~ Mr. Cohen ~~)~~ **as a director of Mango & Peaches** , which will mean he will remain in control of who serves as officers of the Company as well as whether any changes are made in the Board of Directors. ~~As a potential investor in the Company, you should keep in mind that even if you own shares of our common stock and wish to vote them at annual or special shareholder meetings, your shares will have little effect on the outcome of corporate decisions.~~ Because Mr. Cohen will significantly influence the vote on all **Mango & Peaches** shareholder matters, investors may find it difficult to replace our management if they disagree with the way our business is being operated. The interests of Mr. Cohen may not coincide with our interests or the interests of other shareholders ~~. Mr. Cohen acquired his shares~~ of ~~common stock~~ **the Company** ~~for~~ **or Mango & Peaches** ~~substantially less than the price of the shares of common stock acquired in our IPO and our Follow On Offering, and / or the current trading price of our common stock, and may have interests, with respect to their common stock, that are different from other investors and the concentration of voting power held by Mr. Cohen may have an adverse effect on the price of our common stock~~ . In addition, this concentration of ownership might adversely affect the market price of our common stock by: (1) delaying, deferring or preventing a change of control of our Company **or Mango & Peaches** ; (2) impeding a merger, consolidation, takeover or other business combination involving our Company **or Mango & Peaches** ; or (3) discouraging a potential acquirer from making a tender offer or otherwise attempting to obtain control of our Company **or Mango & Peaches** . Potential competition from our existing executive officers, after they leave their employment with us, and subject to the non- compete terms of their employment agreements, could negatively impact our profitability. Although our Chief Executive Officer, Jacob D. Cohen ~~,~~ and our Chief Operating Officer, Amanda Hammer, are prohibited from competing with us while they are employed with us and for 12 months thereafter (subject to the terms of, and exceptions set forth in, their employment agreements with the Company), none of such individuals will be prohibited from competing with us after such 12- month period ends. Additionally, the Federal Trade Commission ~~recently~~ **has previously** proposed a ~~new~~ rule that, if it becomes effective, would ban employers from imposing non- competes on their workers, which if effective could prohibit the Company from enforcing, or invalidate, the non- competes in our executive' s and

in certain other employee' s, employment agreements. Finally, various states have recently enacted rules banning non- competes, including California. Accordingly, any of these individuals could be in a position to use industry experience gained while working with us to compete with us. Such competition could distract or confuse customers, reduce the value of our intellectual property and trade secrets, or reduce our future revenues, earnings or growth prospects. Risks Related to Intellectual Property We operate in an industry with the risk of intellectual property litigation. Claims of infringement against us may hurt our business. We must protect the proprietary nature of the intellectual property used in our business. There can be no assurance that trade secrets and other intellectual property will not be challenged, invalidated, misappropriated or circumvented by third parties. Additionally, our success depends, in part, upon non- infringement of intellectual property rights owned by others and being able to resolve claims of intellectual property infringement without major financial expenditures or adverse consequences. Participants that own, or claim to own, intellectual property may aggressively assert their rights. From time to time, we may be subject to legal proceedings and claims relating to the intellectual property rights of others. Future litigation may be necessary to defend us by determining the scope, enforceability, and validity of third- party proprietary rights or to establish its proprietary rights. Our competitors have substantially greater resources and are able to sustain the costs of complex intellectual property litigation to a greater degree and for longer periods of time. In addition, patent holding companies that focus solely on extracting royalties and settlements by enforcing patent rights may target us. Regardless of whether claims that we are infringing patents or other intellectual property rights have any merit, these claims are time- consuming and costly to evaluate and defend and could: ● cause delays or stoppages in providing products; ● divert management' s attention and resources; ● require technology changes to our products that would cause our Company to incur substantial cost; ● subject us to significant liabilities; and ● require us to cease some or all of our activities. In addition to liability for monetary damages, which may be tripled and may include attorneys' fees, or, in some circumstances, damages against clients, we may be prohibited from developing, commercializing, or continuing to provide some or all of our products unless we obtain licenses from, and pay royalties to, the holders of the patents or other intellectual property rights, which may not be available on commercially favorable terms, or at all. Risks Related to the Telehealth Operations of Our Contracting Parties The telehealth business of our telehealth provider could be adversely affected by ongoing legal challenges or by new state actions restricting the ability to provide telehealth services in certain states. We use telehealth providers to provide telehealth consultations and related services on our Mangoceuticals platform, which connects users / customers with third- party health care providers and Epiq Scripts, LLC, a related party pharmacy. We have entered into ~~an agreement~~ **agreements** with ~~Doctegrity~~ **our Telemedicine Providers**, pursuant to which ~~Doctegrity~~ **our Telemedicine Providers** ~~provides~~ **provide** clinical services directly to our customers via telehealth. Through these arrangements, the professionals or professional entities are responsible for the practice of medicine and control of the clinical decision- making. Our ability to conduct business operations in each state is dependent upon the state' s treatment of medicine under such state' s laws, and rules and policies governing the practice of physician supervised services, which are subject to changing political, regulatory and other influences. We depend on our contracted parties to maintain appropriate telehealth licenses to be able to provide telehealth services to our potential customers and prescribe them our products, which are required to be prescribed by licensed physicians. In the event we are not able to maintain relationships with telehealth providers, state licensing laws make it harder, more costly or impossible to provide telehealth services, or our customers are otherwise unable to obtain prescriptions for our products, we may be unable to sell products, which could result in us having to curtail our business plan or cease operating. Our contracting parties' telehealth business could be adversely affected by ongoing legal challenges to their business model or by new state actions restricting their ability to provide the full range of services in certain states. The ability of our contracted parties' telehealth operations in each state is dependent upon the state' s treatment of medicine under such state' s laws, rules and policies governing the practice of physician supervised services, which are subject to changing political, regulatory and other influences. In the event our contracted parties are unable to provide telehealth services for any reason, it would have a material adverse effect on our ability to sell products and in turn our revenues and operating results. Risks Related to Our Governing Documents and Texas Law Our Certificate of Formation, Bylaws and Texas law provide for indemnification of officers and directors at our expense and limit the liability of our directors, which may result in a major cost to us and hurt the interests of our shareholders because corporate resources may be expended for the benefit of officers or directors. Our Certificate of Formation, Bylaws and Texas law provide for us to indemnify and hold harmless, to the fullest extent permitted by applicable law, each person who is or was made a party or is threatened to be made a party to or is otherwise involved in any threatened, pending or completed action, suit or proceeding by reason of the fact that he or she is or was a director or officer of the Company or, while a director or officer of the Company, is or was serving at the request of the Company as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, other enterprise or nonprofit entity, including service with respect to an employee benefit plan. Our Certificate of Formation also provides that the personal liability of our directors is eliminated to the fullest extent permitted by the Texas Business Organizations Code, as such may be amended or supplemented. These indemnification obligations and limitations of liability may result in a major cost to us and hurt the interests of our shareholders because corporate resources may be expended for the benefit of officers or directors. We have been advised that, in the opinion of the SEC, indemnification for liabilities arising under federal securities laws is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification for liabilities arising under federal securities laws, other than the payment by us of expenses incurred or paid by a director, officer or controlling person in the successful defense of any action, suit or proceeding, is asserted by a director, officer or controlling person in connection with our activities, we will (unless in the opinion of our counsel, the matter has been settled by controlling precedent) submit to a court of appropriate jurisdiction, the question whether indemnification by us is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue. The legal process relating to this matter if it were to occur is likely to be very costly and may result in us receiving negative publicity, either of which factors is likely to materially reduce the market and price for our shares. We have established

preferred stock which can be designated by our Board of Directors without shareholder approval. We have 10, 000, 000 shares of preferred stock authorized **, of which 6, 000 shares have been designated as Series B Convertible Preferred Stock, discussed in greater detail under " Item 7** . ~~The~~ **Management' s Discussion and Analysis of Financial Condition and Results of Operations — Liquidity and Capital Resources — Funding Arrangements " and 6, 250, 000 shares have been designated as Series C Preferred Stock, discussed in greater detail under " Item 1. Business — Material Agreements — Patent Purchase Agreements — Intramont Technologies ", which are also discussed in greater detail below under " Risks Related to our Preferred Stock ". Additional** shares of our preferred stock may be issued from time to time in one or more series, each of which shall have a distinctive designation or title as shall be determined by our Board of Directors prior to the issuance of any shares thereof. The preferred stock shall have such voting powers, full or limited, or no voting powers, and such preferences and relative, participating, optional or other special rights and such qualifications, limitations or restrictions thereof as adopted by the Board of Directors. Because the Board of Directors is able to designate the powers and preferences of the preferred stock without the vote of a majority of our shareholders, our shareholders will have no control over what designations and preferences our preferred stock will have. The **currently outstanding preferred stock or** issuance of **additional** shares of preferred stock or the rights associated therewith, could cause substantial dilution to our existing shareholders. Additionally, the dilutive effect of any preferred stock which we **have or** may issue may be exacerbated given the fact that such preferred stock may have voting rights and / or other rights or preferences which could provide the preferred shareholders with substantial voting control over us and / or give those holders the power to prevent or cause a change in control, even if that change in control might benefit our shareholders. As a result, the issuance of shares of preferred stock may cause the value of our securities to decrease. Anti- takeover provisions in our Certificate of Formation and our Bylaws, as well as provisions of Texas law, might discourage, delay or prevent a change in control of our company or changes in our management and, therefore, depress the trading price of our common stock. Our Certificate of Formation, Bylaws and Texas law contain provisions that may discourage, delay or prevent a merger, acquisition or other change in control that shareholders may consider favorable, including transactions in which you might otherwise receive a premium for your shares of our common stock. These provisions may also prevent or delay attempts by our shareholders to replace or remove our management. Our corporate governance documents include provisions: ● requiring advance notice of shareholder proposals for business to be conducted at meetings of our shareholders and for nominations of candidates for election to our Board of Directors; ● authorizing blank check preferred stock, which could be issued with voting, liquidation, dividend and other rights superior to our common stock; and ● providing indemnification to, our directors and officers. The existence of the foregoing provisions and anti- takeover measures could limit the price that investors might be willing to pay in the future for shares of our common stock. They could also deter potential acquirers of our company, thereby reducing the likelihood that you could receive a premium for your common stock in an acquisition. Risks Related to Our **Preferred Stock Our Series B Convertible Preferred Stock and 6 % Series C Convertible Cumulative Preferred Stock include a liquidation preference. Our Series B Preferred Stock includes a liquidation preference of $ 1, 100 per share, which may be increased from time to time pursuant to the terms of such Series B Preferred Stock (currently totaling an aggregate of $ 2, 809, 400 for all 2, 554 outstanding shares of Series B Preferred Stock) which is payable upon liquidation, before any distribution to our common stock shareholders. Our Series C Preferred Stock includes a liquidation preference of $ 20 per share, which may be increased from time to time pursuant to the terms of such Series C Preferred Stock (currently totaling an aggregate of $ 19, 600, 000 for all outstanding shares of Series C Preferred Stock) which is payable upon liquidation, before any distribution to our common stock shareholders, but after distributions to our Series B Preferred Stock holders. As a result, if we were to dissolve, liquidate or sell our assets, the holders of our Series B Preferred Stock would have the right to receive up to the first approximately $ 2, 809, 400 in proceeds from any such transaction and holders of our Series C Preferred Stock would have the right to receive up to approximately $ 19. 6 million of the remaining proceeds from any such transaction. The payment of the liquidation preferences could result in common stock shareholders not receiving any consideration if we were to liquidate, dissolve or wind up, either voluntarily or involuntarily. Additionally, the existence of the liquidation preferences may reduce the value of our common stock, make it harder for us to sell shares of common stock in offerings in the future, or prevent or delay a change of control. Because our Board of Directors is entitled to designate the powers and preferences of the preferred stock without a vote of our shareholders, subject to Nasdaq rules and regulations, our shareholders will have no control over what designations and preferences our future preferred stock, if any, will have. The issuance of common stock upon conversion of the Series B Preferred Stock and Series C Preferred Stock and upon exercise of the Warrants will cause immediate and substantial dilution to existing shareholders. Each holder of Series B Preferred Stock may, at its option, convert its shares of Series B Preferred Stock into that number of shares of common stock equal to the Stated Value of such share of Series B Preferred Stock (initially $ 1, 100 per share), divided by $ 1. 50. Each holder of Series C Preferred Stock may, at its option, convert its shares of Series C Preferred Stock into that number of shares of common stock equal to the Stated Value of such share of Series C Preferred Stock, divided by the conversion price of $ 150. 00 per share (i. e., initially a 2- for- 1 conversion ratio), subject to adjustment for stock splits and stock dividends, with any fractional shares rounded up to the nearest whole share. The issuance of common stock upon conversion of the Series B Preferred Stock and Series C Preferred Stock will result in immediate and substantial dilution to the interests of other stockholders since the holders of the Series B Preferred Stock and Series C Preferred Stock may ultimately receive and sell the full amount of shares issuable in connection with the conversion of such Series B Preferred Stock and Series C Preferred Stock. Although the Series B Preferred Stock, and Series C Preferred Stock may not be converted by the holders thereof if such conversion would cause such holder to own more than 4. 99 % (4. 999 % in the case of the Series C Preferred Stock) of our outstanding common stock (which may be increased to 9. 999 % with at least 61 days prior written notice on a per shareholder basis for holders of our Series C**

Preferred Stock), these restrictions do not prevent such holders from converting some of their holdings, selling those shares, and then converting the rest of their holdings, while still staying below the 4. 99 % / 9. 999 % limit. In this way, the holders of the Series B Preferred Stock and Series C Preferred Stock could sell more than these limits while never actually holding more shares than the limits allow. If the holders of the Series B Preferred Stock or Series C Preferred Stock choose to do this, it will cause substantial dilution to the then holders of our common stock. The availability of shares of common stock upon conversion of the Series B Preferred Stock and Series C Preferred Stock for public resale, as well as any actual resales of these shares, could adversely affect the trading price of our common stock. We cannot predict the size of future issuances of our common stock upon the conversion of our Series B Preferred Stock and Series C Preferred Stock and / or upon exercise of warrants, or the effect, if any, that future issuances and sales of shares of our common stock may have on the market price of our common stock. Sales or distributions of substantial amounts of our common stock upon the conversion of our Series B Preferred Stock and Series C Preferred Stock and upon exercise of warrants, or the perception that such sales could occur, may cause the market price of our common stock to decline. In addition, the common stock issuable upon the conversion of our Series B Preferred Stock and Series C Preferred Stock and upon exercise of warrants may represent overhang that may also adversely affect the market price of our common stock. Overhang occurs when there is a greater supply of a company' s stock in the market than there is demand for that stock. When this happens the price of our stock will decrease, and any additional shares which stockholders attempt to sell in the market will only further decrease the share price. If the share volume of our common stock cannot absorb shares sold by holders of the Series B Preferred Stock and Series C Preferred Stock and warrants, then the value of our common stock will likely decrease. We have filed a registration statement to permit the public resale of certain of the shares of common stock that may be issued upon the conversion of the Series B Preferred Stock and Series C Preferred Stock and the exercise of certain of our warrants. The influx of those shares into the public market could potentially have a negative effect on the trading price of our common stock. Our outstanding Series B Preferred Stock previously accrued, and our Series C Preferred Stock accrues a dividend. From and after the issuance date of the Series B Preferred Stock, of which 2, 554 shares are currently outstanding, each share of Series B Preferred Stock was entitled to receive, when, as and if authorized and declared by the Board of Directors of the Company, out of any funds legally available therefor, cumulative dividends in an amount equal to (i) the 10 % per annum on the stated value (initially $ 1, 100 per share or $ 110 per year) as of the record date for such dividend (as described in the Series B Designation), and (ii) on an as- converted basis, any dividend or other distribution, whether paid in cash, in- kind or in other property, authorized and declared by the Board of Directors on the issued and outstanding shares of common stock in an amount determined by assuming that the number of shares of common stock into which such shares of Series B Preferred Stock could be converted on the applicable record date for such dividend or distribution. Effective on March 20, 2025, with the filing of an amendment to the Series B Designation, the rights to dividends on the Series B Preferred Stock, unless declared on the common stock, in which case the Series B Preferred Stock will participate on an as- converted basis, were terminated. From and after the issuance date of the Series C Preferred Stock, each share of Series C Preferred Stock is entitled to receive, when, as and if authorized and declared by the Board of Directors of the Company, out of any funds legally available therefor, cumulative dividends in an amount equal to (i) the 6 % per annum on the stated value (initially $ 20 per share) as of the record date for such dividend (as described in the Series C Designation), and (ii) on an as- converted basis, any dividend or other distribution, whether paid in cash, in- kind or in other property, authorized and declared by the Board of Directors on the issued and outstanding shares of common stock in an amount determined by assuming that the number of shares of common stock into which such shares of Series C Preferred Stock could be converted on the applicable record date for such dividend or distribution. Accrued dividends may be settled in cash, subject to applicable law, shares of common stock (valued at the closing price on the date the dividend is due) or in- kind, by increasing the stated value by the amount of the quarterly dividend. In the event dividends are paid in common stock of the Company, the number of shares payable will be calculated by dividing the accrued dividend by the closing sales price of the Company' s common stock. If the Company is prohibited from paying, or chooses not to pay the dividend in cash or common stock, the Company may pay the dividend by increasing the Stated Value of the preferred stock. We may choose not to pay such dividends in cash, may not have sufficient available cash to pay the dividends as they accrue or may be prohibited contractually, or pursuant to applicable law, from paying such dividends in cash. The payment of the dividends could reduce our available cash on hand, have a material adverse effect on our results of operations and cause the value of our stock to decline in value. Additionally, the issuance of shares of common stock or an increase in the Stated Value of our Series C Preferred Stock in lieu of cash dividends (and the subsequent conversion of such Series C Preferred Stock into common stock pursuant to the terms of such Series C Preferred Stock) could cause substantial dilution to the then holders of our common stock. Risks Related to Our Common Stock ~~We~~ **Stockholders may be diluted significantly through our efforts to obtain financing and satisfy obligations through the issuance of additional shares of our common stock. Wherever possible, our Board of Directors will attempt to use non- cash consideration to satisfy obligations. In many instances, we believe that the non- cash consideration will consist of restricted shares of our common stock or where shares** are ~~currently not in compliance with~~ **to be issued to our officers, directors and applicable consultants. Our Board of Directors has authority, without action or vote of the stockholders, but subject to** Nasdaq rules and regulations (which generally require stockholder approval for any transactions which would result in the issuance of more than 20 % of our then outstanding shares of common stock or voting rights representing over 20 % of our then outstanding shares of stock),to issue all or part of the authorized but unissued shares of common stock.In addition,we may attempt to raise capital by selling shares of our common stock,possibly at a discount to market.These actions will result in dilution of the ownership interests of existing stockholders,which may further dilute common stock book value,and that dilution may be

material.Such issuances may also serve to enhance existing management ' s **ability to maintain control of the Company because the shares may be issued to parties or entities committed to supporting existing management. Our common stock prices have been, and may** ~~continued~~ **continue** ~~listing requirements~~ **to be, volatile and could decline substantially following the date of this Report. The market price of our common stock may be highly volatile and subject to wide fluctuations. Our financial performance, government regulatory action, tax laws, interest rates, and market conditions in general could have a significant impact on the future market price of our common stock. Some of the factors that could negatively affect or result in fluctuations in the market price of our common stock include: ● actual or anticipated variations in our quarterly operating results; ● changes in market valuations of similar companies; ● adverse market reaction to the level of our indebtedness; ● additions or departures of key personnel; ● actions by shareholders; ● speculation in the press or investment community; ● general market, economic, and political conditions, including** ~~and~~ **an economic slowdown or dislocation in the global credit markets; ● announcements by us or our competitors of significant acquisitions, strategic partnerships, joint ventures, collaborations, or capital commitments; ● general economic and market conditions; ● disputes or** ~~there~~ **other commitments;● general economic and market conditions;● disputes or other** developments related to our intellectual property or other proprietary rights,including litigation;● our operating performance and the performance of other similar companies;● changes in accounting principles;and ● passage of legislation or other regulatory developments that adversely affect us or our industry.If our stock price fluctuates **after the offering,** you could lose a significant part of your investment.The market price of our common stock could be subject to wide fluctuations in response to,among other things,the risk factors described in this Report,and other factors beyond our control,such as fluctuations in the valuation of companies perceived by investors to be comparable to us For example,since our common stock began trading on the Nasdaq Capital Market in connection with our IPO on March 20,2023,the trading price of our common stock has traded as high as $ ~~65~~ **4** . ~~55~~ **37** and as low as $ ~~2~~ **0** . ~~07~~ **256** per share.Furthermore,the stock markets have experienced price and volume fluctuations that have affected and continue to affect the market prices of equity securities of many companies.These fluctuations often have been unrelated or disproportionate to the operating performance of those companies.These broad market and industry fluctuations,as well as general economic,political,and market conditions,such as recessions,interest rate changes or international currency fluctuations,may negatively ~~affect the market price of our common stock.In the past,many companies that have~~ is no guarantee that our common stock will continue to trade on **the** Nasdaq **Capital Market** . **Our** ~~As a condition to consummating our IPO, we were required to list our~~ common stock **is currently listed** ~~on Nasdaq and in March 2023, our common stock was approved for listing~~ on Nasdaq under the symbol " MGRX ". ~~Notwithstanding such listing, there~~ **There** is no guarantee that we will be able to maintain our listing on ~~NASDAQ~~ **Nasdaq** for any period of time. Among the conditions required for continued listing on Nasdaq, ~~NASDAQ~~ **Nasdaq** requires us to maintain at least $ 2. 5 million in stockholders' equity, $ 35 million in market value of listed securities, or $ 500, 000 in net income over the prior two years or two of the prior three years, to have a majority of independent directors (subject to certain " controlled company " exemptions ~~, which we do not currently meet~~), to comply with certain audit committee requirements, and to maintain a stock price over $ 1. 00 per share. ~~Our stockholders' equity is currently not above NASDAQ' s $ 2. 5 million minimum, as discussed below, we may not generate over $ 500, 000 of yearly net income moving forward, we may not maintain $ 35 million in market value of listed securities, we may not be able to maintain independent directors (to the extent required), and as discussed below, we do not currently have a stock price over $ 1. 00 per share. Nasdaq' s determination that we fail to meet the continued listing standards of NASDAQ may result in our securities being delisted from Nasdaq.~~ On October 30, 2023, ~~we~~ **the Company** received written notice **(the " Notification Letter ")** from the Listing Qualifications Department of **The** Nasdaq **Stock Market LLC (" Nasdaq ")** notifying ~~us~~ **the Company** that ~~we were~~ **it is** not in compliance with the minimum bid price requirements set forth in Nasdaq Listing Rule 5550 (a) (2) for continued listing on **The** Nasdaq **Capital Market** . Nasdaq Listing Rule 5550 (a) (2) requires listed securities to maintain a minimum bid price of $ 1. 00 per share, and Listing Rule 5810 (c) (3) (A) provides that a failure to meet the minimum bid price requirement exists if the deficiency continues for a period of thirty (30) consecutive business days. ~~Based on the closing bid price of our common stock for the thirty (30) consecutive business days from September 15, 2023 to October 27, 2023, we no longer meet the minimum bid price requirement.~~ The **Notification** ~~letter~~ **Letter** did not impact the **Company' s** listing of ~~our~~ **its** common stock on **the** Nasdaq **Capital Market at that time** . **The Notification** ~~Instead, the letter~~ **Letter** stated that ~~we have~~ **the Company had** 180 calendar days or until April 29, 2024, to regain compliance with Nasdaq Listing Rule 5550 (a) (2) **, provided that such date was subsequently extended to October 28, 2024, upon request to Nasdaq, and in accordance with Nasdaq' s rules** . To regain compliance, the bid price of ~~our~~ **the Company' s** common stock must have a closing bid price of at least $ 1. 00 per share for a minimum of 10 consecutive business days. ~~If~~ **On October 30, 2024,** we **were provided notice from Nasdaq that** ~~do not regain compliance by April 29, 2024, an additional 180 days may be granted to regain compliance, so long~~ as **a result of the Reverse Stock Split,** we **had gained** ~~meet Nasdaq' s initial listing criteria (except for the bid price requirement) (which we do not currently meet, as we do not have stockholders' equity of at least $ 5 million) and notify Nasdaq in writing of our intention to cure the deficiency during the second compliance period by effecting a reverse stock split, if necessary. If we do not qualify for the second compliance period or fail to regain compliance during the second 180- day period, our common stock will be subject to delisting, at which point we would have an opportunity to appeal the delisting determination to a Hearings Panel. At a special meeting of stockholders held on March 25, 2024, the stockholders approved an amendment to the Company' s Second Amended and Restated Certificate of Incorporation, as amended, to effect a reverse stock split of the Company' s issued and outstanding shares of our common stock, par value $ 0. 0001 per share, by a ratio of between one- for- two to one- for- fifty inclusive, with the exact ratio to be set at a whole number to be determined by the Company' s Board of Directors or a duly authorized committee thereof in its discretion, at any time after approval of the amendment and prior to March 25, 2025. No formal determination has been made by the Board of Directors of the Company regarding the reverse stock split ratio, whether or not to~~

~~move forward with a reverse stock split, or the timing thereof. We intend to monitor the closing bid price of our common stock and may, if appropriate, consider implementing available options to regain~~ compliance with the minimum bid price requirement **of** ~~under the~~ Nasdaq ~~Listing Rules~~ . **Our** ~~Separately, on November 3, 2023, we received a letter from the Listing Qualifications Department of Nasdaq notifying us that our~~ stockholders' equity ~~as~~ **has** ~~reported~~ in ~~our Quarterly Report on Form 10- Q for~~ the **past** ~~period ending September 30, 2023 (the " Form 10- Q "), did~~ not **been above Nasdaq** ~~meet the minimum stockholders~~ ' **s** ~~equity requirement for continued listing on Nasdaq. Nasdaq Listing Rule 5550 (b) (1) (the " Rule ") requires companies listed on Nasdaq to maintain stockholders' equity of at least~~ $ 2 **. 5 million minimum** , **we may not generate over $** 500, 000 **of yearly net income moving forward** ~~. In our Form 10- Q~~ , we ~~reported stockholders' equity~~ **may not maintain $ 35 million in market value** of **listed securities, we may not be able to maintain independent directors (to the extent required), and as discussed above, we have in the past not maintained a stock price over** $ 1 ~~, 354, 821, which is below the minimum stockholders' equity required for continued listing pursuant to Nasdaq Listing Rule 5550 (b) (1)~~ . **00 per** ~~Additionally, we do not meet the alternative Nasdaq continued listing standards under Nasdaq Listing Rules. This notice of noncompliance had had no immediate impact on the continued listing or trading of our common stock on Nasdaq, which continues to be listed and traded on Nasdaq, subject to our compliance with the other continued listing requirements. Nasdaq provided the Company until December 18, 2023 to submit to Nasdaq a plan to regain compliance. We submitted the plan to regain compliance in a timely manner, and on January 24, 2024, Nasdaq advised the Company that it has determined to grant the Company an extension to regain compliance with the Rule. The terms of the extension are~~ **share** ~~as follows: on or before April 29, 2024, the Company must complete certain transactions described in greater detail in the compliance plan, contemplated to result in the Company increasing its stockholders' equity to more than $ 2~~ . ~~5 million, and opt for one of the two following alternatives to evidence compliance with the Rule: Alternative 1: The Company must furnish to the SEC and Nasdaq a publicly available report (e. g., a Form 8- K) including: 1. A disclosure of Staff' s deficiency letter and the specific deficiency (ies) cited; 2. A description of the completed transaction or event that enabled the Company to satisfy the stockholders' equity requirement for continued listing; and 3. An affirmative statement that, as of the date of the report, the Company believes it has regained compliance with the stockholders' equity requirement based upon the specific transaction or event referenced in Step 2; or Alternative 2: The Company must furnish to the SEC and Nasdaq a publicly available report including: 1. Steps 1 & 2 set forth above; 2. A balance sheet no older than 60 days with pro forma adjustments for any significant transactions or event occurring on or before the report date; and 3. that the Company believes it satisfies the stockholders' equity requirement as of the report date. The pro forma balance sheet must evidence compliance with the stockholders' equity requirement. Additionally, in either case the Company is required to disclose that Nasdaq will continue to monitor the Company' s ongoing compliance with the stockholders' equity requirement and, if at the time of its next periodic report the Company does not evidence compliance, that it may be subject to delisting. Regardless of which alternative the Company chooses, if the Company fails to evidence compliance upon filing its next periodic report with the SEC following the end of such compliance period, the Company may be subject to delisting. In the event the Company does not satisfy these terms, Nasdaq will provide written notification that its securities will be delisted. At that time, the Company may appeal~~ Nasdaq' s determination **that we fail** to ~~a Hearings Panel~~ **meet the continued listing standards of Nasdaq may result in our securities being delisted from Nasdaq** . The **absence** ~~Company is currently evaluating various courses~~ of ~~action to regain compliance and is hopeful that it can regain compliance with Nasdaq' s minimum stockholders' equity standard within the compliance period. However, there can be no assurance that the Company will be able to complete the transactions contemplated in the compliance plan, which the Company expects will allow it to regain compliance with the Rule, or that~~ such **a** ~~transactions will result in the Company regaining compliance with the rules, within the compliance period granted by Nasdaq, if at all. Even if we demonstrate compliance with the requirements of Nasdaq as discussed above, we will have to continue to meet other objective and subjective~~ listing ~~requirements to continue to be listed~~ on Nasdaq ~~. Delisting from Nasdaq could make trading our common stock more difficult for investors, potentially leading to declines in our share price and liquidity. Without a Nasdaq listing, stockholders may have a difficult time getting a quote for the sale or purchase of our stock, the sale or purchase of our stock would likely be made more difficult, and the trading volume and liquidity of our stock could decline. Delisting from Nasdaq could also result in negative publicity and could also make it more difficult for us to raise additional capital. The absence of such a listing~~ may adversely affect the acceptance of our common stock as currency or the value accorded by other parties. Further, if we are delisted, we would also incur additional costs under state blue sky laws in connection with any sales of our securities. These requirements could severely limit the market liquidity of our common stock and the ability of our stockholders to sell our common stock in the secondary market. If our common stock is delisted by Nasdaq, our common stock may be eligible to trade on an over- the- counter quotation system, such as the OTCQB Market or the ~~OTC~~ Pink **Open** ~~market~~ **Market** , where an investor may find it more difficult to sell our ~~stock~~ **securities** or obtain accurate quotations as to the market value of our **securities** ~~common stock~~ . In the event our common stock is delisted from Nasdaq **in the future** , we may not be able to list our common stock on another national securities exchange or obtain quotation on an over- the counter quotation system. A **delisting** ~~reverse stock split may not increase our stock price and have the desired effect~~ of **our** ~~maintaining compliance with the rules of the Nasdaq. The Company received stockholder approval at a special meeting of stockholders held on March 25, 2024, of an amendment to the Company' s Second Amended and Restated Certificate of Incorporation, to effect a reverse stock split of the Company' s issued and outstanding shares of~~ common stock **from** ~~, by a ratio of between one- for- two to one- for- fifty, inclusive, with the exact ratio to be set at a whole number to be determined by the Company' s Board of Directors or a duly authorized committee thereof in its discretion, at any time prior to March 25, 2025. The Board expects that a reverse stock split of our common stock will increase the market price of our common stock so that we are able to regain and maintain compliance with~~ the Nasdaq minimum bid price listing standard. However..... market price of our common stock also could adversely affect our **business, financial condition and results of operations and our** ability to ~~issue additional shares of~~ **attract new investors, reduce the price at which our** common stock ~~or other securities~~

and our trades, decrease, investors' ability to obtain additional financing in the future. No assurance can be given that an active market -- make transactions in our common shares will develop or be sustained. If an active market does not develop, holders of our common stock , decrease may be unable to readily sell the liquidity of our outstanding shares , increase they - the transaction costs inherent in trading such hold or may not be able to sell their shares at all. Our common stock prices have been , and reduce may continue to be, volatile and could decline substantially following the date of this Report. The market price of our common stock may be highly volatile and subject to wide fluctuations. Our financial performance, government regulatory action, tax laws, interest rates, and market conditions in general could have a significant impact on the future market price of our common stock. Some of the factors that could negatively affect or our flexibility result in fluctuations in the market price of our common stock include: ● actual or anticipated variations in our quarterly operating results; ● changes in market valuations of similar companies; ● adverse market reaction to raise the level of our indebtedness; ● additions additional or departures of key personnel; ● actions by shareholders; ● speculation in the press or investment community; ● general market, economic, and political conditions, including an economic slowdown or dislocation in the global credit markets; ● announcements by us or our competitors of significant acquisitions, strategic partnerships, joint ventures, collaborations, or capital without overall commitments; ● general economic and market..... or international currency fluctuations, may negatively -- negative affect effects for the market price of our stockholders common stock. In the past, many companies that have experienced volatility in the market price of their stock have been subject to securities class action litigation. We may be the target of this type of litigation in the future. Securities litigation against us could result in substantial costs and divert our management' s attention from other business concerns, which could seriously harm our business . If securities or industry analysts do not publish research or reports , or publish unfavorable research or reports about us, or our business if they adversely change their recommendations regarding our common stock , then our stock price and trading volume could may decline. The trading market for our common stock is influenced by relies in part on the research and reports that industry or securities financial analysts publish about us, our industry and business, our markets and our competitors. We do not control these analysts. If securities analysts do not cover our common stock, the lack of research coverage may adversely affect the market price of our common stock . If no Furthermore, if one or more of the analyst analysts elects to who do cover us downgrade and publish research or our reports stock or if those analysts issue other unfavorable commentary about us , the market for - or our business, common stock could be severely limited and our stock price could would likely decline be adversely affected . If one or As a small- cap company, we are more of these likely than our larger competitors to lack coverage from securities analysts . In addition, even if we receive analyst coverage, if one or more analysts ceases - cease coverage of us or fails to regularly publish reports on us, we could lose visibility in the financial markets - market and interest in our stock could decrease , which in turn could cause our stock price or trading volume to decline . If one and may also impair or our ability more analysts who elect to expand cover us issue negative reports or our adversely change their recommendations regarding business with existing customers and attract new customers. Certain of our outstanding warrants include anti- dilution and reset rights. We currently have outstanding warrants to purchase 2, 062, 333 shares of common stock with a weighted average exercise price of $ 2. 84 per share. The exercise price of a total of 1 , 650, 000 of those warrants, with an exercise price of $ 1. 50 per share have anti- dilutive rights, such that if the Company our - or any subsidiary at any time while the warrants are outstanding, shall sell, enter into an agreement to sell or grant any option to purchase, or sell or grant any right to reprice, or otherwise dispose of or issue (or announce any offer, sale, grant or any option to purchase or other disposition) any common stock or common stock equivalents, at an effective price per share less than the exercise price of the warrants then in effect (such lower price, the " Base Share Price " and such issuances collectively, a " Dilutive Issuance ") then simultaneously with the consummation (or, if earlier, the announcement) of each Dilutive Issuance the exercise price shall be reduced and only reduced to equal the Base Share Price. No adjustment however is to be made for certain customary exempt issuances. The warrants also include customary buy- in rights in the event the Company fails to timely deliver the shares of common stock issuable upon exercise thereof. Anti- dilutive rights of the warrants may cause the exercise price of the warrants to decrease significantly, may result to significant dilution to existing stockholders, and may prevent us from completing otherwise accretive transactions. The sale of shares of common stock under an Equity Purchase Agreement may cause significant dilution to existing shareholders. The issuance of shares of common stock pursuant to the terms of an April 5, 2024, Equity Purchase Agreement (the " ELOC "), discussed in greater below under " Item 7. Management' s Discussion and Analysis of Financial Condition and Results of Operations — Liquidity and Capital Resources — Funding Arrangements ", will have a dilutive effect on the Company' s existing stockholders, including, over time, the voting power of the existing stockholders. The issuance of shares of common stock pursuant to the terms of the ELOC (pursuant to which we are able to sell up to $ 25 million shares of common stock, subject to certain requirements, of which $ 1, 185, 019 of gross proceeds or 305, 000 total shares of common stock have been sold to date) will also dilute the ownership interests of our existing stockholders. The availability of these shares for public resale, as well as any actual resales of these shares, could adversely affect the trading price of our common stock. We cannot predict the size of future issuances of our common stock pursuant to the terms of the ELOC, or the effect, if any, that future issuances and sales of shares of our common stock may have on the market price of our common stock. Sales or distributions of substantial amounts of our common stock pursuant to the terms of the ELOC, or the perception that such sales could occur, may cause the market price of our common stock to decline . In addition, the common stock issuable pursuant to the terms of the ELOC may represent overhang that may also adversely affect the market price of our common stock. Overhang occurs when there is a greater supply of a company' s stock in the market than there is demand for that stock. When this happens the price of our stock will decrease, and any additional shares which stockholders attempt to sell in the market will only further decrease the share price. If the share volume of our common stock cannot absorb shares sold by the

Purchaser, then the value of our common stock will likely decrease. We have filed a registration statement to permit the public resale of the shares of common stock issuable pursuant to the terms of the ELOC. The influx of those shares into the public market could potentially have a negative effect on the trading price of our common stock. The shares of common stock to be sold pursuant to the terms of the ELOC are to be sold based on a discount to fluctuating market prices and as a result, we are unable to accurately forecast or predict with certainty the total amount of shares of Company common stock that may be issued to the Purchaser under the ELOC; however, we expect such sales, if any to cause significant dilution to existing shareholders . Future sales of our common stock, other securities convertible into our common stock, or preferred stock could cause the market value of our common stock to decline and could result in dilution of your shares. Our Board of Directors is authorized, without your approval, to cause us to issue additional shares of our common stock or to raise capital through the creation and issuance of **additional** preferred stock, other debt securities convertible into common stock, options, warrants and other rights, on terms and for consideration as our Board of Directors in its sole discretion may determine. ~~Additionally, pursuant to the Resale Prospectus, we registered the resale of an aggregate of 4, 765, 000 shares of common stock, which shares of common stock are available for immediate resale in the public market (which number includes 2, 000, 000 shares of common stock issuable upon the exercise of warrants, of which 975, 500 shares of common stock remain issuable thereunder as of the date of this Report). An additional (a) 87, 500 shares of common stock are issuable upon exercise of outstanding warrants to purchase shares at $ 5. 00 per share, which were issued in connection with the IPO; and (b) 322, 000 shares of common stock are issuable upon exercise of outstanding warrants to purchase shares at $ 0. 375 per share, which were issued in connection with the Follow On Offering.~~ Sales of substantial amounts of our common stock or of preferred stock could cause the market price of our common stock to decrease significantly. We cannot predict the effect, if any, of future sales of our common stock, or the availability of our common stock for future sales, on the value of our common stock. Sales of substantial amounts of our common stock by large shareholders, or the perception that such sales could occur, may adversely affect the market price of our common stock. We have no intention of declaring dividends **on our common stock** in the foreseeable future. The decision to pay cash dividends on our common stock rests with our Board of Directors and will depend on our earnings, unencumbered cash, capital requirements and financial condition. We do not anticipate declaring any dividends **on our common stock** in the foreseeable future, as we intend to use any excess cash to fund our operations. Investors in our common stock should not expect to receive dividend income on their investment, and investors will be dependent on the appreciation of our common stock to earn a return on their investment. The issuance and sale of common stock upon exercise of outstanding warrants may cause substantial dilution to existing shareholders and may also depress the market price of our common stock. Outstanding warrants to purchase shares of our common stock have cashless exercise rights. As of the date of this Report, we had a total of ~~1~~ **2** , ~~385~~ **062** , ~~000~~ **333** warrants outstanding with a weighted average exercise price of $ ~~1~~ **2** . ~~11~~ **84** per share and term ranging from August 16, 2027 through ~~January 19~~ **February 13** , ~~2029~~ **2030** . If the holders of the warrants choose to exercise the warrants, it may cause significant dilution to the then holders of our common stock. If exercises of the warrants and sales of such shares issuable upon exercise thereof take place, the price of our common stock may decline. In addition, the common stock issuable upon exercise of the warrants may represent overhang that may also adversely affect the market price of our common stock. Overhang occurs when there is a greater supply of a company' s stock in the market than there is demand for that stock. When this happens the price of our stock will decrease, and any additional shares which shareholders attempt to sell in the market will only further decrease the share price. If the share volume of our common stock cannot absorb shares sold by the warrant holders, then the value of our common stock will likely decrease ~~. A total of 409, 500 of the warrants discussed above (which have an exercise price of $ 5. 00 per share (87, 500) and $ 0. 375 (322, 000)) currently allow for cashless exercise rights. In a ' cashless exercise', the holder reduces the number of shares of common stock issuable upon exercise of the warrants in amount equal to the aggregate value of the exercise price of the exercised warrants. For example, if our common stock was trading at $ 2. 00 per share and a holder desires to exercise warrants to purchase 100 shares of common stock with an exercise price of $ 1. 00 per share on a cashless basis, the number of shares of common stock issuable to the holder upon such exercise would be reduced by 50 shares, equal in value to $ 100 ($ 2. 00 per share x 50 shares), and the holder would receive 50 shares of common stock upon such exercise. We do not receive any cash upon a cashless exercise and as such, while a cashless exercise reduces the dilution which would otherwise exist upon a warrant exercise, it is also not as beneficial to us, as it does not bring in any new investment proceeds. Additionally, holders of warrants with cashless exercise provisions may be more likely to exercise their warrants as they do not have to come out of pocket with any cash exercise payments~~ . General Risk Factors Our industry and the broader U. S. economy experienced higher than expected inflationary pressures during 2022 related to continued supply chain disruptions, labor shortages and geopolitical instability, and if these conditions persist, our business, results of operations and cash flows could be materially and adversely affected. saw significant increases in the costs of labor and certain materials and equipment, and longer lead times for such materials and equipment, as a result of availability constraints, supply chain disruption, increased demand, labor shortages associated with a fully employed U. S. labor force, high inflation and other factors. Supply and demand fundamentals have been further aggravated by disruptions in global energy supply caused by multiple geopolitical events, including the ongoing conflict between Russia and Ukraine. ~~Recent~~ **It is also currently unknown how the** supply chain **will react to tariffs threated and actually imposed by President Trump, and counties reactions thereto. Supply chain** constraints and inflationary pressures **have in the past, and** may in the future **,** adversely impact our operating costs, and as a result, our business, financial condition, results of operations and cash flows could be materially and adversely affected. We and the health and wellness industry in general may be adversely affected during periods of high inflation, primarily because of higher shipping and product manufacturing costs. While we plan to attempt to pass on increases in our costs through increased sales prices, market forces may limit our ability to do so. If we are unable to raise sales prices enough to compensate for higher costs, our future revenues, gross profit margin and revenues could be adversely affected. Economic uncertainty may affect our access to capital and / or increase the costs of such capital. Global economic conditions

continue to be volatile and uncertain due to, among other things, consumer confidence in future economic conditions, fears of recession and trade wars, the price of energy, fluctuating interest rates, the availability and cost of consumer credit, the availability and timing of government stimulus programs, levels of unemployment, ~~increased~~ **changes in** inflation **and key rates**, tax rates, and the war between Ukraine and Russia which began in February 2022, and has continued through the date of this Report, as well as the current ongoing war between Hamas and Israel, which began in October 2023, and has continued through the date of this Report. These conditions remain unpredictable and create uncertainties about our ability to raise capital in the future. In the event required capital becomes unavailable in the future, or more costly, it could have a material adverse effect on our business, future results of operations, and financial condition. Our business may be materially and adversely disrupted by epidemics or pandemics in the future ~~, including COVID- 19~~. An epidemic, pandemic or similar serious public health issue, and the measures undertaken by governmental authorities to address it, could significantly disrupt or prevent us from operating our business in the ordinary course for an extended period, and thereby, and / or along with any associated economic and / or social instability or distress, have a material adverse impact on our financial statements ~~. On March 11, 2020, the World Health Organization characterized the outbreak of COVID- 19 as a global pandemic and recommended containment and mitigation measures. On March 13, 2020, the United States declared a national emergency concerning the outbreak, and several states and municipalities have declared public health emergencies. The U. S. Congress formally ended the COVID- 19 national emergency on April 10, 2023. Although COVID- 19 has to date not had a material impact on our operations, should the COVID- 19 public health effort re- intensify to such an extent that we cannot operate, if there are new government restrictions on our business and our customers, and / or an extended economic recession or significant inflation, we could be unable to produce significant revenues and cash flows sufficient to conduct our business. Such a circumstance could, among other things, exhaust our available liquidity (and ability to access liquidity sources) and / or trigger an acceleration to pay a significant portion or all of our then- outstanding debt obligations, which we may be unable to do~~. Our business could be disrupted by catastrophic events and man- made problems, such as power disruptions, data security breaches, and terrorism. Our systems are vulnerable to damage or interruption from the occurrence of any catastrophic event, including earthquake, fire, flood, or other weather event, power loss, telecommunications failure, software or hardware malfunction, cyber- attack, war, terrorist attack, or incident of mass violence, which could result in lengthy interruptions in access to our systems. In addition, acts of terrorism, including malicious internet-based activity, could cause disruptions to the internet or the economy as a whole. If our systems were to fail or be negatively impacted as a result of a natural disaster or other event, our ability to provide products to customers would be impaired or we could lose critical data. We do not carry business interruption insurance sufficient to compensate us for the potentially significant losses, including the potential harm to our business, financial condition and results of operations that may result from interruptions in access to our platform as a result of system failures. Economic uncertainty may affect consumer purchases of discretionary items, which may affect demand for our products. Our products may be considered discretionary items for consumers. Factors affecting the level of consumer spending for such discretionary items include general economic conditions and other factors such as consumer confidence in future economic conditions, fears of recession and trade wars, the price of energy, fluctuating interest rates, the availability and cost of consumer credit, the availability and timing of government stimulus programs, levels of unemployment, inflation, and tax rates. As U. S. economic conditions continue to be volatile or economic uncertainty remains, and with increasing inflation and interest rates, trends in consumer discretionary spending also remain unpredictable and subject to reductions as a result of significant increases in employment, financial market instability, and uncertainties about the future. Unfavorable economic conditions have led, and in the future may lead, consumers to reduce their spending on men' s wellness products, which in turn has in the past led to a decrease in the demand for such products. Consumer demand for the Company' s products may decline as a result of an economic downturn, or economic uncertainty. The sensitivity to economic cycles and any related fluctuation in consumer demand may have a material adverse effect on the Company' s business, results of operations, and financial condition. ~~In February 2022, an armed conflict escalated between Russia and Ukraine. The sanctions announced by the United States and other countries against Russia and Belarus following Russia' s invasion of Ukraine to date include restrictions on selling or importing goods, services, or technology in or from affected regions and travel bans and asset freezes impacting connected individuals and political, military, business, and financial organizations in Russia and Belarus. The United States and other countries could impose wider sanctions and take other actions should the conflict further escalate. Separately, in October 2023, Israel and certain Iranian- backed Palestinian forces began an armed conflict in Israel, the Gaza Strip, and surrounding areas. This conflict currently threatens to spread to other Middle Eastern countries, and may ultimately result in the United States and other countries becoming involved in the conflict. Although the Company does not, and does not plan to, do business in Russia, Belarus, Ukraine, Israel, or the Middle East, it is not possible to predict the broader consequences of these ongoing conflicts, which could include further sanctions, embargoes, regional instability, and geopolitical shifts. It is also not possible to predict with certainty these ongoing conflicts and additional adverse effects on existing U. S. macroeconomic conditions, consumer spending habits, currency exchange rates, and financial markets, all of which could impact the business, financial condition, and results of operations of the Company.~~ Global economic conditions could materially adversely affect our business, results of operations, financial condition and growth. Adverse macroeconomic conditions, including inflation, slower growth or recession, new or increased tariffs, changes to fiscal and monetary policy, tighter credit, higher interest rates, high unemployment and currency fluctuations could materially adversely affect our operations, expenses, access to capital and the market for our products. In addition, consumer confidence and spending could be adversely affected in response to financial market volatility, negative financial news, conditions in the real estate and mortgage markets, declines in income or asset values, changes to fuel and other energy costs, labor and healthcare costs and other economic factors. In addition, uncertainty about, or a decline in, global or regional economic conditions could have a significant impact on our expected funding sources, suppliers and partners. Potential effects include financial instability; inability to obtain credit to finance operations and purchases of our products; and insolvency. A downturn in the economic

environment could also lead to limitations on our ability to issue new debt; reduced liquidity; and declines in the fair value of our financial instruments. These and other economic factors could materially adversely affect our business, results of operations, financial condition and growth. We may become party to litigation, mediation and / or arbitration from time to time given our product focus. We may become party to regulatory proceedings, litigation, mediation and / or arbitration from time to time in the ordinary course of business which could adversely affect our business. Monitoring and defending against legal actions, whether or not meritorious, can be time- consuming, divert management' s attention and resources and cause us to incur significant expenses. In addition, legal fees and costs incurred in connection with such activities may be significant and we could, in the future, be subject to judgments or enter into settlements of claims for significant monetary damages. While we expect to have insurance in the future that may cover the costs and awards of certain types of litigation, the amount of our future insurance may not be sufficient to cover any costs or awards. Substantial litigation costs or an adverse result in any litigation may adversely impact our business, operating results or financial condition. Higher labor costs due to statutory and regulatory changes could materially adversely affect our business, financial condition and operating results. Various federal and state labor laws ~~, including new laws and regulations enacted in response to COVID- 19,~~ govern our relationships with our employees and affect operating costs. These laws include employee classifications as exempt or non- exempt, minimum wage requirements, unemployment tax rates, workers' compensation rates, overtime, family leave, workplace health and safety standards, payroll taxes, citizenship requirements and other wage and benefit requirements for employees classified as non- exempt. As certain of our employees are paid at rates set at, or above but related to, the applicable minimum wage, further increases in the minimum wage could increase our labor costs. Significant additional government regulations could materially adversely affect our business, financial condition and operating results. Failure to adequately manage our planned aggressive growth strategy may harm our business or increase our risk of failure. For the foreseeable future, we intend to pursue an aggressive growth strategy for the expansion of our operations through increased marketing. Our ability to rapidly expand our operations will depend upon many factors, including our ability to work in a regulated environment, establish and maintain strategic relationships with suppliers, and obtain adequate capital resources on acceptable terms. Any restrictions on our ability to expand may have a materially adverse effect on our business, results of operations, and financial condition. Accordingly, we may be unable to achieve our targets for sales growth, and our operations may not be successful or achieve anticipated operating results. Additionally, our growth may place a significant strain on our managerial, administrative, operational, and financial resources and our infrastructure. Our future success will depend, in part, upon the ability of our senior management to manage growth effectively. This will require us to, among other things: ● implement additional management information systems; ● further develop our operating, administrative, legal, financial, and accounting systems and controls; ● hire additional personnel; ● develop additional levels of management within our company; ● locate additional office space; and ● maintain close coordination among our operations, legal, finance, sales and marketing, and client service and support personnel. As a result, we may lack the resources to deploy our services on a timely and cost- effective basis. Failure to accomplish any of these requirements could impair our ability to deliver services in a timely fashion or attract and retain new customers. If we make any acquisitions, they may disrupt or have a negative impact on our business. If we make acquisitions in the future, we could have difficulty integrating the acquired company' s assets, personnel and operations with our own. We do not anticipate that any acquisitions or mergers we may enter into in the future would result in a change of control of the Company. In addition, the key personnel of the acquired business may not be willing to work for us. We cannot predict the effect expansion may have on our core business. Regardless of whether we are successful in making an acquisition, the negotiations could disrupt our ongoing business, distract our management and employees and increase our expenses. In addition to the risks described above, acquisitions are accompanied by a number of inherent risks, including, without limitation, the following: ● the difficulty of integrating acquired products, services or operations; ● the potential disruption of the ongoing businesses and distraction of our management and the management of acquired companies; ● difficulties in maintaining uniform standards, controls, procedures and policies; ● the potential impairment of relationships with employees and customers as a result of any integration of new management personnel; ● the potential inability or failure to achieve additional sales and enhance our customer base through cross- marketing of the products to new and existing customers; ● the effect of any government regulations which relate to the business acquired; ● potential unknown liabilities associated with acquired businesses or product lines, or the need to spend significant amounts to retool, reposition or modify the marketing and sales of acquired products or operations, or the defense of any litigation, whether or not successful, resulting from actions of the acquired company prior to our acquisition; and ● potential expenses under the labor, environmental and other laws of various jurisdictions. Our business could be severely impaired if and to the extent that we are unable to succeed in addressing any of these risks or other problems encountered in connection with an acquisition, many of which cannot be presently identified. These risks and problems could disrupt our ongoing business, distract our management and employees, increase our expenses and adversely affect our results of operations. Claims, litigation, government investigations, and other proceedings may adversely affect our business and results of operations. We may be subject to actual and threatened claims, litigation, reviews, investigations, and other proceedings, including proceedings relating to products offered by us and by third parties, and other matters. Any of these types of proceedings, may have an adverse effect on us because of legal costs, disruption of our operations, diversion of management resources, negative publicity, and other factors. The outcomes of these matters are inherently unpredictable and subject to significant uncertainties. Determining legal reserves and possible losses from such matters involves judgment and may not reflect the full range of uncertainties and unpredictable outcomes. Until the final resolution of such matters, we may be exposed to losses in excess of the amount recorded, and such amounts could be material. Should any of our estimates and assumptions change or prove to have been incorrect, it could have a material effect on our business, consolidated financial position, results of operations, or cash flows. In addition, it is possible that a resolution of one or more such proceedings, including as a result of a settlement, could require us to make substantial future payments, prevent us from offering certain products or services, require us to change our business

practices in a manner materially adverse to our business, requiring development of non- infringing or otherwise altered products or technologies, damaging our reputation, or otherwise having a material effect on our operations. We may incur indebtedness in the future which could reduce our financial flexibility, increase interest expense and adversely impact our operations and our costs. We may incur significant amounts of indebtedness in the future. Our level of indebtedness could affect our operations in several ways, including the following: ● a significant portion of our cash flows is required to be used to service our indebtedness; ● a high level of debt increases our vulnerability to general adverse economic and industry conditions; ● covenants contained in the agreements governing our outstanding indebtedness limit our ability to borrow additional funds and provide additional security interests, dispose of assets, pay dividends and make certain investments; ● a high level of debt may place us at a competitive disadvantage compared to our competitors that are less leveraged and, therefore, may be able to take advantage of opportunities that our indebtedness may prevent us from pursuing; and ● debt covenants may affect our flexibility in planning for, and reacting to, changes in the economy and in our industry. A high level of indebtedness increases the risk that we may default on our debt obligations. We may not be able to generate sufficient cash flows to pay the principal or interest on our debt, and future working capital, borrowings or equity financing may not be available to pay or refinance such debt. If we do not have sufficient funds and are otherwise unable to arrange financing, we may have to sell significant assets or have a portion of our assets foreclosed upon which could have a material adverse effect on our business, financial condition and results of operations. **Market and economic conditions may negatively impact our business, financial condition and share price. Concerns over medical epidemics, energy costs, geopolitical issues, the U. S. mortgage market and a deteriorating real estate market, unstable global credit markets and financial conditions, and volatile oil prices have led to periods of significant economic instability, diminished liquidity and credit availability, declines in consumer confidence and discretionary spending, diminished expectations for the global economy and expectations of slower global economic growth, increased unemployment rates, and increased credit defaults in recent years. Our general business strategy may be adversely affected by any such economic downturns, volatile business environments and continued unstable or unpredictable economic and market conditions. If these conditions continue to deteriorate or do not improve, it may make any necessary debt or equity financing more difficult to complete, more costly, and more dilutive. Failure to secure any necessary financing in a timely manner and on favorable terms could have a material adverse effect on our growth strategy, financial performance, and share price and could require us to delay or abandon development or commercialization plans. Future sales and issuances of our common stock could result in additional dilution of the percentage ownership of our stockholders and could cause our share price to fall. In addition, the perception that sales of our common stock could occur, could cause our stock price to fall. We expect that significant additional capital will be needed to continue our planned operations, including increased marketing, hiring new personnel, commercializing our products, and continuing activities as an operating public company. To the extent we raise additional capital by issuing equity securities, our stockholders may experience substantial dilution. We may sell common stock, convertible securities or other equity securities in one or more transactions at prices and in a manner we determine from time to time. If we sell common stock, convertible securities or other equity securities in more than one transaction, investors may be materially diluted by subsequent sales. Such sales may also result in material dilution to our existing stockholders, and new investors could gain rights superior to our existing stockholders. Furthermore, sales of a substantial number of our shares of common stock in the public markets or the perception that such sales could occur, could depress the market price of our common stock and impair our ability to raise capital through the sale of additional equity securities. The number of shares of our common stock available for future issuance or sale could adversely affect the per share trading price of our common stock. We cannot predict whether future issuances or sales of our common stock or the availability of shares for resale in the open market will decrease the per share trading price of our common stock. The issuance of a substantial number of shares of our common stock in the public market or the perception that such issuances might occur could adversely affect the per share trading price of our common stock. We are an " emerging growth company " and will be able to avail ourselves of reduced disclosure requirements applicable to emerging growth companies, which could make our common stock less attractive to investors. We are an " emerging growth company, " as defined in the JOBS Act and we intend to take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not " emerging growth companies " including not being required to comply with the auditor attestation requirements of Section 404 (b) of the Sarbanes- Oxley Act, reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements, and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and stockholder approval of any golden parachute payments not previously approved. In addition, pursuant to Section 107 of the JOBS Act, as an " emerging growth company " we intend to take advantage of the extended transition period provided in Section 7 (a) (2) (B) of the Securities Act, for complying with new or revised accounting standards. In other words, an " emerging growth company " can delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. We cannot predict if investors will find our common stock less attractive because we may rely on these exemptions. If some investors find our common stock less attractive as a result, there may be a less active trading market for our common stock and our stock price may be more volatile. We may take advantage of these reporting exemptions until we are no longer an " emerging growth company. " We will remain an " emerging growth company " until the earliest of (i) the last day of the fiscal year in which we have total annual gross revenues of $ 1. 235 billion or more; (ii) the last day of our fiscal year following the fifth anniversary of the date of the completion of our initial public offering (i. e., December 31, 2028); (iii) the date on which we have issued more than $ 1 billion in nonconvertible debt during the previous three years; or (iv) the date on which we are deemed to be a large accelerated filer under the rules of the SEC. Financial reporting obligations of being a public company in the U. S. are expensive and time- consuming, and**

our management will be required to devote substantial time to compliance matters. As a publicly- traded company we incur significant additional legal, accounting and other expenses. The obligations of being a public company in the U. S. require significant expenditures and place significant demands on our management and other personnel, including costs resulting from public company reporting obligations under the Exchange Act and the rules and regulations regarding corporate governance practices, including those under the Sarbanes- Oxley Act, the Dodd- Frank Wall Street Reform and Consumer Protection Act, and the listing requirements of The Nasdaq Capital Market. These rules require the establishment and maintenance of effective disclosure and financial controls and procedures, internal control over financial reporting and changes in corporate governance practices, among many other complex rules that are often difficult to implement, monitor and maintain compliance with. Moreover, despite recent reforms made possible by the JOBS Act, the reporting requirements, rules, and regulations will make some activities more time- consuming and costly, particularly after we are no longer an " emerging growth company " or a " smaller reporting company. " Our management and other personnel will need to devote a substantial amount of time to ensure that we comply with all of these requirements and to keep pace with new regulations, otherwise we may fall out of compliance and risk becoming subject to litigation or being delisted, among other potential problems. For all of the foregoing reasons and others set forth herein, an investment in our securities involves a high degree of risk. Item 1B. Unresolved Staff Comments.