FORM 8-K

Current report filing

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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported): **September 15, 2023**

MANGOCEUTICALS, INC.
(Exact name of registrant as specified in its charter)

Texas	001-41615	87-3841292
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

15110 N. Dallas Parkway, Suite 600 Dallas, Texas	75248
(Address of principal executive offices)	**(Zip Code)**

Registrant's telephone number, including area code: (214) 242-9619

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, $0.0001 Par Value Per Share	MGRX	The NASDAQ Stock Market LLC (Nasdaq Capital Market)

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

Emerging growth company ☒

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

Item 1.01 Entry into a Material Definitive Agreement.

On September 15, 2023, Mangoceuticals, Inc. (the "Company", "we" and "us") entered into (1) a Consulting Agreement (the "Consulting Agreement") with Epiq Scripts, LLC ("Epiq Scripts"), which is 51%-owned by Jacob D. Cohen, our Chairman and Chief Executive Officer, who also serves as the Manager of Epiq Scripts; and (2) a First Addendum to Master Services Agreement with Epiq Scripts (the "First Amendment"), which amended that certain Master Services Agreement dated September 1, 2022, by and between the Company and Epiq Scripts (the "MSA").

Consulting Agreement

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; 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 First Amendment 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

As previously reported, on September 1, 2022, and effective on August 30, 2022, we entered into the MSA with Epiq Scripts. Pursuant to the MSA and a related statement of work ("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 MSA, so long as Epiq Scripts complies with the terms of the MSA. 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 MSA.

The MSA has a term of five years, automatically renewable for 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 MSA 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 MSA and any statements of work associated therewith.

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.

* * * * *

Copies of the Consulting Agreement and First Amendment are filed as Exhibits 10.1 and 10.3 to this Current Report on Form 8-K and are incorporated herein by reference. The above description of the terms of the Consulting Agreement and First Amendment is qualified in its entirety by reference to such exhibits.

Item 9.01. Financial Statements and Exhibits

Exhibit No.	Description of Exhibit
10.1*£	Consulting Agreement dated September 15, 2023, by and between Mangoceuticals, Inc. and Epiq Scripts, LLC
10.2£	Master Services Agreement and Statement of Work dated September 1, 2022, and effective August 31, 2022, between Epiq Scripts, LLC and Mangoceuticals, Inc. (filed as Exhibit 10.4 to the Registration Statement on Form S-1 filed by the

	Company with the Securities and Exchange Commission on January 13, 2023, and incorporated herein by reference)(File Number: 333-269240)
10.3*	First Addendum to Master Services Agreement dated September 15, 2023, by and between Mangoceuticals, Inc. and Epiq Scripts, LLC
104	Inline XBRL for the cover page of this Current Report on Form 8-K

* Filed herewith.

£ Certain portions of these Exhibits have been omitted in accordance with Regulation S-K Item 601 because they are both (i) not material to investors and (ii) the type of information that the Registrant customarily and actually treats as private or confidential, and have been marked with "[***]" to indicate where omissions have been made. The Registrant agrees to furnish supplementally an unredacted copy of the Exhibit to the SEC upon its request.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

MANGOCEUTICALS, INC.

Date: September 21, 2023

By: /s/ Jacob D. Cohen
Jacob D. Cohen
Chief Executive Officer

Exhibit 10.1

CERTAIN CONFIDENTIAL PORTIONS OF THIS EXHIBIT HAVE BEEN OMITTED AND REPLACED WITH "[***]". SUCH IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS (I) NOT MATERIAL AND (II) THE REGISTRANT CUSTOMARILY AND ACTUALLY TREATS THAT INFORMATION AS PRIVATE OR CONFIDENTIAL.

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (this "**Agreement**") is made this 15th day of September 2023 (the "**Effective Date**"), by and between Mangoceuticals, Inc., a Texas corporation (the "**Company**"), and Epiq Scripts, LLC, a Texas limited liability company (the "**Consultant**") (each of the Company and Consultant is referred to herein as a "**Party**", and collectively referred to herein as the "**Parties**").

W I T N E S S E T H:

WHEREAS, the Company desires to obtain the services of Consultant, and Consultant desires to provide consulting services to the Company upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, the agreements herein contained and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as of the Effective Date as follows:

ARTICLE I.
ENGAGEMENT; TERM; SERVICES

1.1. Services. Pursuant to the terms and conditions hereinafter set forth, the Company hereby engages Consultant, and Consultant hereby accepts such engagement, 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 this Agreement (the "**Services**").

1.2. Term. Consultant shall begin providing Services hereunder on the date of this Agreement above (the "**Effective Date**"), and this Agreement shall remain in effect until the earlier of (a) five (5) years, or (b) terminated as provided in ARTICLE III, below (the "**Term**").

1.3. Allocation of Time and Energies. The Consultant hereby promises to perform and discharge faithfully the Services which may be requested from the Consultant from time to time by the Company and duly authorized representatives of the Company. The Consultant shall provide the Services required hereunder in a diligent and professional manner.

ARTICLE II.
CONSIDERATION; EXPENSES; INDEPENDENT CONTRACTOR; TAXES

2.1. Consideration. During the Term of this Agreement, for all Services rendered by Consultant hereunder and all covenants and conditions undertaken by the Parties pursuant to this Agreement, the Company shall pay, and Consultant shall accept, as compensation:

2.1.1 A one-time payment of $65,000, payable within ten (10) days of the Effective Date (the "**Initial Payment**");

2.1.2 Consideration based on the number of Prescription Pills Sold, as follows, provided that no such consideration shall be due until the First Sale (defined below):

(i) [***] for every Prescription Pill Sold (each as defined below) by the Company throughout the Territory for cash consideration, after the First Sale, during the period from the Effective Date until the 1st anniversary of the Effective Date (the "**Year 1 Payments**"), if any;

(ii) [***] for every Prescription Pill Sold by the Company throughout the Territory for cash consideration, after the First Sale, during the period from the 1st anniversary of the Effective Date until the 2nd anniversary of the Effective Date (the "**Year 2 Payments**"), if any;

(iii) [***] for every Prescription Pill Sold by the Company throughout the Territory for cash consideration, after the First Sale, during the period from the 2nd anniversary of the Effective Date until the 3rd anniversary of the Effective Date (the "**Year 3 Payments**"), if any;

(iv) [***] for every Prescription Pill Sold by the Company throughout the Territory for cash consideration, after the First Sale, during the period from the 3rd anniversary of the Effective Date until the 4th anniversary of the Effective Date (the "**Year 4 Payments**"), if any; and

(v) [***] for every Prescription Pill Sold by the Company throughout the Territory for cash consideration, after the First Sale, during the period from the 4th anniversary of the Effective Date until the 5th anniversary of the Effective Date, if any (the "**Year 5 Payments**", and the Year 5 Payments, together with the Year 1 Payments, Year 2 Payments, Year 3 Payments and Year 4 Payments, collectively, the "**Sales Payments**", and the Sales Payments together with the Initial Payment, the "**Consulting Fees**").

"**Territory**" means worldwide, except for the United States, including its territories and possessions and the District of Columbia.

"**First Sale**" means the date that the first commercial sale of Prescription Pills occurs in the Territory. For the sake of clarity, no Sales Payments shall be due for the sale of any Prescription Pills until the First Sale, nor shall the Consultant be due any Sales Payments for Prescription Pills sold prior to the First Sale or in a jurisdiction other than the Territory.

"**Prescription Pills**" means each prescription drug pill sold by the Company 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.

"**Sold**" means that a Prescription Pill is sold for cash, which is actually received by the Company during the applicable period, and does not include any Prescription Pill for which the Company does not receive cash consideration or which cash consideration is subsequently refunded, including, but not limited, as a result of returns, rejections, discounts, rebates, chargebacks and other refunds relating to Prescription Pills, and allowances and adjustments actually credited to customers for Prescription Pills that are spoiled, damaged, outdated, obsolete, returned or otherwise recalled, but only if and to the extent the same are in accordance with sound business practices and not in excess of customary industry standards. To the extent that the purchase price of any Prescription Pill which is Sold is subsequently refunded, charged back, returned, or reimbursed to a purchaser (each a "**Refund**"), the Company shall be able to set off the amount of any Sales Payments already paid in connection with such Refunded Prescription Pills, against future Sales Payments.

2.2. Accounting For, and Payments In Connection with, Sales Payments.

2.2.1 Beginning on the first calendar month after the Effective Date, and for every subsequent calendar month thereafter during the Term, the Company will pay the applicable Sales Payments per calendar month for each Prescription Pill Sold in accordance with the above schedule based on each Prescription Pill Sold for which the Company received cash. Such payments will be payable to Consultant in arrears, on a calendar quarterly basis during the Term, by each of January 15th, April 15th, July 15th, and October 15th, for each of the quarters ended December 31st, March 31st, June 30th and September 30th, respectively, beginning on the 15th calendar day of the calendar month following the calendar month during which the First Sale occurs, provided that if any of the above payment dates shall fall on a non-Business Day, such payment shall be due on the next Business Day following such stated payment date. The final payment due hereunder shall be paid on the Termination Date for the period between the end of the last calendar quarter and the Termination Date.

2.2.2 In connection with each Sales Payment, the Company shall provide a statement setting forth the calculation of the Sales Payment (the "**Accountings**").

2.2.3 Future Sales Payments shall be offset equitably by the Company for any Prescription Pill Sold which is later Refunded (collectively "**Adjustments**"), which Adjustments shall be made to the aggregate Sales Payments in the calendar month during which they are incurred by the Company, and shall be included in the Accountings.

2.2.4 All payments by the Company hereunder shall be made in the lawful money of the United States of America in immediately available funds on the dates specified herein and shall be delivered to Consultant or its designee as follows:

(i) If via wire transfer, pursuant to wire instructions provided from time to time by Consultant for deposit into an account designated from time to time by Consultant for Consultant's benefit; or

(ii) If via check, to the address or to the attention of such other person as specified by prior written notice to Consultant.

2.2.5 Time is of the essence in all obligations of the Company hereunder, including, without limitation, payment of the Sales Payments as expressly provided herein.

2.3. Records and Audit Right. The Company agrees that it shall keep accurate and complete records and books of account concerning all Prescription Pills Sold during the Term of this Agreement and for two years thereafter. All records and documents relating to Prescription Pills Sold shall be subject to examination, inspection, copying, or audit by personnel authorized by Consultant and/or any third party auditor or accountant designated by Consultant. Except in the event of a good faith dispute between the Parties, such audits shall occur no more than once per 12 month period, upon prior written request. The Company shall provide Consultant with the requested documents or provide adequate and appropriate workspace at the Company's location in order to conduct such audits. During the two (2) year period after expiration or termination of this Agreement or one (1) year following the completion of any litigation between the Parties, delivery of and access to these items will be at no cost to Consultant. Any audit under this Section 2.3 may only be conducted during reasonable business hours. If the audit reveals Consultant has been underpaid by more than five percent (5%), the Company will reimburse Consultant for all costs and expenses incurred in connection with such audit. The Company will promptly pay Consultant any amounts shown by any such audit to be owing with interest at 10% per annum, from the original date due.

2.4. Independent Contractor. It is the express intention of the Company and Consultant that Consultant perform the Services as an independent contractor to the Company. Nothing in this Agreement shall in any way be construed to constitute Consultant as an agent or employee of the Company. Without limiting the generality of the foregoing, Consultant is not authorized to bind the Company to any liability or obligation or to represent that Consultant has any such authority in connection with the Services. Consultant acknowledges and agrees that Consultant is obligated to report as income all compensation received by Consultant pursuant to this Agreement. Consultant agrees to and acknowledges the obligation to pay all self-employment and other taxes on such income. The Company and Consultant agree that Consultant will receive no Company-sponsored benefits from the Company pursuant to this Agreement.

2.5. Expenses. The Company agrees to reimburse Consultant for its reasonable, documented out-of-pocket expenses associated with the Services (the "**Expenses**"), subject to the Company's normal and usual reimbursement policies of its employees and consultants, provided that the Consultant shall receive written authorization of any one-time Expense greater than $500 not included in a pre-approved budget relating to the Services. Additionally, in the event that any employees of the Consultant are required to travel more than 50 miles in order to perform the Services, the Company will pay the Consultant, upon prior written approval thereof, a per diem of $1,000 per day, in addition to the reimbursement of Expenses, subject to the above.

2.6. Taxes. The Company makes no representations or warranties with respect to the tax consequences of the payments and any other consideration provided to Consultant under the terms of this Agreement. Consultant agrees and understands that it is responsible for payment, if any, of local, state, and/or federal taxes on the payments and any other consideration provided hereunder by the Company and any penalties or assessments thereon. Consultant agrees to indemnify and hold harmless the Company and its affiliates and their directors, officers and employees from and against all taxes, losses, damages, liabilities, costs and expenses, including attorneys' fees and other legal expenses, arising solely from or in connection with (i) any obligation imposed on the Company to pay withholding taxes or similar items, or (ii) any determination by a court or agency that the Consultant is not an independent contractor pursuant to this Agreement.

ARTICLE III.
TERMINATION

3.1. Termination. The obligations under this Agreement shall begin on the Effective Date and continue to bind the Parties until the earlier of the (a) the expiration of the Term; (b) the date this Agreement is mutually terminated by the Parties; (c) the date this Agreement is terminated by the Company due to the breach by the Consultant of any term or condition of this Agreement, which breach is not cured within thirty (30) days of written notice thereof by the Company to the Consultant; and (d) the date the Consultant issues a written termination notice to the Company, which may be issued at any time, for any reason or no reason.

3.2. Termination Date. "**Termination Date**" shall mean the date on which Consultant's engagement with the Company hereunder is actually terminated.

3.3. Rights Upon Termination. Upon termination of the Term, the Consultant shall be paid any and all Consulting Fees accrued and due through the Termination Date, which shall represent the sole compensation and fees due to Consultant. The Consultant shall also continue to comply with the terms of ARTICLE IV hereof following the Termination Date.

ARTICLE IV.
CONFIDENTIAL/TRADE SECRET INFORMATION; COMPANY PROPERTY; NON-SOLICITATION

4.1. Confidential/Trade Secret Information/Non-Disclosure/Non-Solicitation.

4.1.1 Confidential/Trade Secret Information Defined. During the course of Consultant's engagement, Consultant will have access to various Confidential/Trade Secret Information of the Company and information developed for the Company. For purposes of this Agreement, the term "**Confidential/Trade Secret Information**" is information that is not generally known to the public and, as a result, is of economic benefit to the Company in the conduct of its business, and the business of the Company's subsidiaries. Consultant and the Company agree that the term "**Confidential/Trade Secret Information**" includes but is not limited to all information developed or obtained by the Company, including its affiliates, and predecessors, and comprising the following items, whether or not such items have been reduced to tangible form (e.g., physical writing, computer hard drive, disk, tape, etc.): all methods, techniques, processes, ideas, research and development, product designs, engineering designs, plans, models, production plans, business plans, add-on features, trade names, service marks, slogans, forms, pricing structures, business forms, marketing programs and plans, layouts and designs, financial structures, operational methods and tactics, cost information, the identity of and/or contractual arrangements with suppliers and/or vendors, accounting procedures, and any document, record or other information of the Company relating to the above. Confidential/Trade Secret Information includes not only information directly belonging to the Company which existed before the date of this Agreement, but also information developed by Consultant for the Company, including its subsidiaries, affiliates and predecessors, during the term of Consultant's engagement with the Company. Confidential/Trade Secret Information does not include any information which (a) was in the lawful and unrestricted possession of Consultant prior to its disclosure to Consultant by the Company, its subsidiaries, affiliates or predecessors, or owned thereby, which shall be included in Confidential/Trade Secret Information, (b) is or becomes generally available to the public by lawful acts other than those of Consultant after receiving it, or (c) has been received lawfully and in good faith by Consultant from a third party who is not and has never been a Consultant of the Company, its subsidiaries, affiliates or predecessors, and who did not derive it from the Company, its subsidiaries, affiliates or predecessors.

4.1.2 Restriction on Use of Confidential/Trade Secret Information. Consultant agrees that during the Term and the two-year period following the Termination Date, its use of Confidential/Trade Secret Information is subject to the following restrictions so long as the Confidential/Trade Secret Information has not become generally known to the public:

(i) Non-Disclosure. Consultant agrees that it will not publish or disclose, or allow to be published or disclosed, Confidential/Trade Secret Information to any person without the prior written authorization of the Company unless pursuant to or in connection with Consultant's job duties to the Company under this Agreement; and

(ii) Non-Removal/Surrender. Consultant agrees that it will not remove any Confidential/Trade Secret Information from the offices of the Company or the premises of any facility in which the Consultant is performing services for the Company, except pursuant to its duties under this Agreement. Consultant further agrees that it shall surrender to the Company

all documents and materials in its possession or control which contain Confidential/Trade Secret Information and which are the property of the Company upon the termination of its engagement with the Company, and that it shall not thereafter retain any copies of any such materials.

4.2. Non-Solicitation of Employees and Consultants. Consultant agrees that during the Term and the twelve-month period following the Termination Date, it shall not, directly or indirectly, solicit or otherwise encourage any employees or consultants of the Company to leave the employ or service of the Company, or solicit, directly or indirectly, any of the Company's employees or consultants for employment or service; provided, however, that Consultant may solicit an employee or consultant if (i) such employee or consultant has resigned voluntarily (without any solicitation from Consultant), and at least one (1) year has elapsed since such employee's or consultant's resignation from employment or termination of service with the Company, (ii) such employee's employment or consultant's services was terminated by the Company, and if one (1) year has elapsed since such employee or consultant was terminated by the Company, (iii) the Company has consented to the solicitation of such employee or consultant in writing, which consent the Company may withhold in its sole discretion, or (iv) such solicitation solely occurs by general solicitations for employment to the public.

4.3. Non-Solicitation of Contacts. Consultant agrees that during the Term and the twelve-month period following the Termination Date, Consultant shall not: (a) interfere with the Company's business relationship with its customers or suppliers, (b) solicit, directly or indirectly, or otherwise encourage any of the Company's customers or suppliers to terminate their business relationship with the Company, or (c) solicit, directly or indirectly, or otherwise encourage any employees of the Company to leave the employ of the Company, or solicit any of the Company's employees for employment.

4.4. Breach of Provisions. If Consultant materially breaches any of the provisions of this ARTICLE IV, or in the event that any such breach is threatened by Consultant, in addition to and without limiting or waiving any other remedies available to the Company at law or in equity, the Company shall be entitled to immediate injunctive relief in any court, domestic or foreign, having the capacity to grant such relief, to restrain any such breach or threatened breach and to enforce the provisions of this ARTICLE IV.

4.5. Reasonable Restrictions. The Parties acknowledge that the foregoing restrictions, as well as the duration and the territorial scope thereof as set forth in this ARTICLE IV, are under all of the circumstances reasonable and necessary for the protection of the Company and its business.

4.6. Specific Performance. Consultant acknowledges and agrees that the Company's remedies at law for a breach or threatened breach of any of the provisions of ARTICLE IV would be inadequate and, in recognition of this fact, Consultant agrees that, in the event of such a breach or threatened breach, in addition to any remedies at law, the Company, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available.

4.7. Company Property. Upon termination of this Agreement, or on demand by the Company during the Term of this Agreement, Consultant will immediately deliver to the Company, and will not keep in its possession, recreate or deliver to anyone else, any and all Company property, records, data, notes, notebooks, reports, files, proposals, lists, correspondence, specifications, drawings blueprints, sketches, materials, photographs, charts, all documents and property, and reproductions of any of the aforementioned items that were developed by Consultant pursuant to the terms of this Agreement, obtained by Consultant in connection with the provision of the Services, or otherwise belonging to the Company or its successors or assigns.

ARTICLE V.
MUTUAL REPRESENTATIONS, COVENANTS AND WARRANTIES OF THE PARTIES; LIMITATION OF LIABILITY

5.1. Power and Authority. The Parties have all requisite power and authority, corporate or otherwise, to execute and deliver this Agreement and to consummate the transactions contemplated hereby and thereby. The Parties have duly and validly executed and delivered this Agreement and will, on or prior to the consummation of the transactions contemplated herein, execute, such other documents as may be required hereunder and, assuming the due authorization, execution and delivery of this Agreement by the Parties hereto and thereto, this Agreement constitutes, the legal, valid and binding obligation of the Parties enforceable against each Party in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the Parties rights generally and general equitable principles.

5.2. Execution and Delivery. The execution and delivery by the Parties of this Agreement and the consummation of the transactions contemplated hereby and thereby do not and shall not, by the lapse of time, the giving of notice or otherwise: (a) constitute a violation of any law; or (b) constitute a breach or violation of any provision contained in the Certificate of Formation, Bylaws or Operating Agreement, or such other document(s) regarding organization and/or management of the Parties, if applicable; or (c) constitute a breach of any provision contained in, or a default under, any governmental approval, any writ, injunction, order, judgment or decree of any governmental authority or any contract to which the Parties are bound or affected.

5.3. Authority of Entities. Any individual executing this Agreement on behalf of an entity has authority to act on behalf of such entity and has been duly and properly authorized to sign this Agreement on behalf of such entity.

5.4. In no event will either Party be liable to the other Party for any claim or cause of action requesting or claiming any incidental, consequential, special, indirect, statutory, punitive or reliance damages. Any claim or cause of action requesting or claiming such damages is specifically waived and barred, whether such damages were foreseeable or not or a Party was notified in advance of the possibility of such damages. Damages prohibited under this Agreement will include, without limitation, damage or loss of property or equipment, loss of profits, revenues or savings, cost of capital, cost of replacement services, opportunity costs and cover damages.

ARTICLE VI.
MISCELLANEOUS

6.1. Notices. All notices, approvals, consents, requests, and other communications hereunder shall be in writing and shall be delivered (i) by personal delivery, or (ii) by national overnight courier service, or (iii) by certified or registered mail, return receipt requested, or (iv) via facsimile transmission, with confirmed receipt, or (v) via email. Notice shall be effective upon receipt except for notice via fax (as discussed above) or email, which shall be effective only when the recipient, by return or reply email or notice delivered by other method provided for in this Section 6.1, acknowledges having received that email (with an automatic "**read receipt**" or similar notice not constituting an acknowledgement of an email receipt for purposes of this Section 6.1, or which such recipient 'replies' to such prior email). Such notices shall be sent to the applicable party or parties at the address specified below:

If to the Company:	Mangoceuticals, Inc. Attn: Jacob Cohen 15110 Dallas Parkway, Suite 600 Dallas, Texas 75248 Email: jacob@mangorx.com
If to the Consultant:	Epiq Scripts, LLC Attn: Sultan Haroon 465 W. President George Bush Hwy, Suite 240 Richardson, Texas 75080 Email: sultan@epiqscripts.com

6.2. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, heirs, successors and assigns. Consultant may not assign any of its rights or obligations under this Agreement. The Company may assign its rights and obligations under this Agreement to any successor entity.

6.3. Severability. If any provision of this Agreement, or portion thereof, shall be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall attach only to such provision or portion thereof, and shall not in any manner affect or render invalid or unenforceable any other provision of this Agreement or portion thereof, and this Agreement shall be carried out as if any such invalid or unenforceable provision or portion thereof were not contained herein. In addition, any such invalid or unenforceable provision or portion thereof shall be deemed, without further action on the part of the Parties hereto, modified, amended or limited to the extent necessary to render the same valid and enforceable.

6.4. Waiver. No waiver by a Party of a breach or default hereunder by the other Party shall be considered valid, unless expressed in a writing signed by such first Party, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or any other nature.

6.5. Entire Agreement. This Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior agreements between the Company and Consultant, whether written or oral, relating to any or all matters covered by and contained or otherwise dealt with in this Agreement. This Agreement does not constitute a commitment of the Company with regard to Consultant's engagement, express or implied, other than to the extent expressly provided for herein.

6.6. Amendment. No modification, change or amendment of this Agreement or any of its provisions shall be valid, unless in a writing signed by the Parties.

6.7. Captions. The captions, headings and titles of the sections of this Agreement are inserted merely for convenience and ease of reference and shall not affect or modify the meaning of any of the terms, covenants or conditions of this Agreement.

6.8. Governing Law. This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of Texas, including its statutes of limitations, without regard to any borrowing statute that would result in the application of the statute of limitations of any other jurisdiction. Any actions and proceedings arising out of or relating directly or indirectly to this Agreement or any ancillary agreement or any other related obligations shall be litigated solely and exclusively in the state or federal courts located in Dallas County, Texas, and those such courts are convenient forums. Each Party hereby submits to the personal jurisdiction of such courts for purposes of any such actions or proceedings.

6.9. Survival. The termination of Consultant's engagement with the Company pursuant to the provisions of this Agreement shall not affect Consultant's obligations to the Company hereunder which by the nature thereof are intended to survive any such termination, including, without limitation, Consultant's obligations under ARTICLE IV of this Agreement.

6.10. No Presumption from Drafting. This Agreement has been negotiated at arm's-length between persons knowledgeable in the matters set forth within this Agreement. Accordingly, given that all Parties have had the opportunity to draft, review and/or edit the language of this Agreement, no presumption for or against any Party arising out of drafting all or any part of this Agreement will be applied in any action relating to, connected with or involving this Agreement. In particular, any rule of law, legal decisions, or common law principles of similar effect that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it, is of no application and is hereby expressly waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the intentions of the Parties.

6.11. Review and Construction of Documents. Each Party herein expressly represents and warrants to all other Parties hereto that (a) before executing this Agreement, said Party has fully informed itself of the terms, contents, conditions and effects of this Agreement; (b) said Party has relied solely and completely upon its own judgment in executing this Agreement; (c) said Party has had the opportunity to seek and has obtained the advice of its own legal, tax and business advisors before executing this Agreement; (d) said Party has acted voluntarily and of its own free will in executing this Agreement; and (e) this Agreement is the result of arm's length negotiations conducted by and among the Parties and their respective counsel.

6.12. Interpretation. When used in this Agreement, unless a contrary intention appears: (i) a term has the meaning assigned to it; (ii) "**or**" is not exclusive; (iii) "**including**" means including without limitation; (iv) words used herein regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires; (v) any agreement, instrument or statute defined or referred to herein or in any instrument or certificate delivered in connection herewith means such agreement, instrument or statute as from time to time amended, modified or supplemented and includes (in the case of agreements or instruments) references to all attachments thereto and instruments incorporated therein; (vi) the words "**hereof**", "**herein**" and "**hereunder**" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision hereof; (vii) references contained herein to Article, Section, Schedule and Exhibit, as applicable, are references to Articles, Sections, Schedules and Exhibits in this Agreement unless otherwise specified; and (viii)

references to "**writing**" include printing, typing, lithography and other means of reproducing words in a visible form, including, but not limited to email.

6.13. Electronic Signatures and Counterparts. This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments hereto or thereto, may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail (any such delivery, an "**Electronic Delivery**") shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any Party, each other Party shall re execute the original form of this Agreement and deliver such form to all other Parties. No Party shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such Party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written, to be effective as of the Effective Date.

"**COMPANY**"

Mangoceuticals, Inc.

By: */s/ Jonathan Arango*
Its: President

Printed Name: Jonathan Arango

"**CONSULTANT**"

Epiq Scripts, LLC

By: */s/ Sultan Haroon*
Its: Director

Printed Name: Sultan Haroon

Exhibit 10.3

FIRST ADDENDUM TO MASTER SERVICES AGREEMENT

THIS FIRST ADDENDUM TO MASTER SERVICES AGREEMENT (this "**Addendum**"), entered into and effective as of September 15, 2023 (the "**Effective Date**"), will act to modify, amend and serve as an addendum to, that certain Master Services Agreement (as amended from time to time, the "**Agreement**") dated September 1, 2022 between Epiq Scripts, LLC ("**Epiq Scripts**"), and Mangoceuticals, Inc. ("**Customer**"), each a "**Party**" and collectively the "**Parties**". Unless expressly defined herein, all defined terms referenced herein shall have the same definitions as set forth in the Agreement. If any term in the Agreement conflicts with any provision of this Addendum, the provision of this Addendum shall take precedence and govern, and any such term shall be of no effect whatsoever to the extent applied to the subject matter of this Addendum.

WHEREAS, Epiq Scripts and Customer entered into the Agreement, for Epiq Scripts, as Customer's exclusive provider, to provide certain pharmacy and related services (defined as Services in the Agreement) to Customer in the United States;

WHEREAS, Epiq Scripts agrees to provide Customer with all compounding records in association with all Mango CPI and any future Mango CPI (as defined below);

WHEREAS, the Parties also desire to amend the Agreement to include certain Right of First Negotiation Rights and Right of First Refusal Rights, as well as certain exclusivity rights, on the terms and subject to the conditions set forth below;

WHEREAS, the Agreement provides for Epiq Scripts to be the Customer's exclusive provider of Services during the Term of the Agreement as long as Epiq Scripts complies with the terms of the Agreement;

WHEREAS, Customer desires to expand its operations beyond the United States to other countries, 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 (as defined below)); and

WHEREAS, Epiq Scripts and Customer desire to enter into this Addendum to provide for certain rights to Epiq Scripts in the event that the Customer seeks to obtain Services or pharmaceutical services in connection with the Products (collectively, "**Pharmaceutical Services**") in a Future Jurisdiction and/or to terminate Epiq Scripts' rights to provide exclusive Services in any current state of the United States or Future Jurisdiction where Epiq Scripts may then be providing Services to Customer (each a "**Current Jurisdiction**"), as set forth in greater detail below.

NOW THEREFORE, in recognition of the above Recitals and in consideration of the agreements, mutual covenants, terms and conditions set forth in the Agreement and this Addendum, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confirmed, the Parties hereby agree as follows:

ARTICLE I.
DEFINITIONS.

Unless otherwise required by the context in which a defined term appears, or otherwise set forth, the following terms shall have the meanings specified in this ARTICLE I. Terms that are defined in other Articles shall have the meanings given to them in those Articles.

1.1. "**Affiliate**" means with respect to a specified Person, any Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Person specified.

1.2. "**Asset Sale**" means any sale, exchange, assignment, conveyance, transfer, delivery, license, liquidation or other disposition of any of Epiq Scripts' or any of its subsidiaries' properties or assets, including Epiq Scripts' or any of its subsidiaries' executory contracts

and associated resources, other than in the ordinary course of business consistent with Epiq Scripts' and its subsidiaries' historic past practice.

1.3. "**Beneficial Owner**" has the meaning ascribed to it in Rules 13d-3 and 13d-5 under the Securities Exchange Act of 1934, as amended.

1.4. "**Business Day**" means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of Texas are authorized or required by law or other governmental action to close.

1.5. "**Extraordinary Transaction**" means any of the following: (i) any merger, reorganization, share exchange, consolidation or other business combination involving Epiq Scripts or any of its subsidiaries, other than (A) a merger or consolidation of Epiq Scripts in which the holders of capital stock or membership interests of Epiq Scripts immediately prior to such merger or consolidation continue to hold a majority of the capital stock or membership interests of Epiq Scripts or the surviving entity after giving effect to such merger or consolidation, and (B) any merger or similar transaction effected solely to change the domicile of Epiq Scripts or any of its subsidiaries; (ii) any acquisition by any Person or Group (including any "**person**" within the meaning of Section 13(d) of the Securities Exchange Act of 1934, as amended) as a result of which, such Person (or any Group of which such Person is a member) or Group becomes a Beneficial Owner of 20% or more of the issued and outstanding shares of capital stock or membership interests of Epiq Scripts or any of its subsidiaries in any single transaction or a series of related transactions; (iii) any sale, liquidation or transfer of all or substantially all of the assets of Epiq Scripts; or (iv) the redemption or repurchase of shares or membership interests of Epiq Scripts, the effect of which is that any Person or Group that did not beneficially own a majority of the voting power of the outstanding shares of capital stock or membership interests of Epiq Scripts immediately prior to such redemption or repurchase owns at least a majority of such voting power of the outstanding shares of capital stock or membership interests of Epiq Scripts after such redemption or repurchase.

1.6. "**Future Improvements**" means all Mango CPI known to, created by, obtained by, or invented by, Epiq Scripts after the Effective Date and relating to (a) the Mango CPI; or (b) any other product(s) sold by Customer.

1.7. "**Gross Sales**" means an amount (not less than zero) determined as of the end of any applicable period of determination, for any applicable period of determination, equal to **(a)** the sum of any cash revenues actually received by the Customer in connection with the sale of Prescription Products for such applicable period of determination, minus **(b)**(x) the amount of any returns, rejections, discounts, rebates, chargebacks and other refunds relating to Prescription Products, and allowances and adjustments actually credited to customers for Prescription Products that are spoiled, damaged, outdated, obsolete, returned or otherwise recalled, but only if and to the extent the same are in accordance with sound business practices and not in excess of customary industry standards, each during the applicable period, or for any other period during which the Non-Use Fee has previously been paid, if affected during the current period, and each in the case of (a) or (b), as determined in accordance with Generally Accepted Accounting Principles (GAAP) consistently applied.

1.8. "**Group**" means two or more Persons acting as a partnership, limited partnership, syndicate or other group for the purpose of acquiring, holding or disposing of the applicable securities referred to herein.

1.9. "**Mango CPI**" means all production methods, processes, formulations, technology, documents, technical information concerning equipment, services, processes, technologies and methods, compounding training methods or records and training processes created by, invented or known to Epiq Scripts relating to the Products.

1.10. "**Person**" means any natural person, corporation, limited liability company, general partnership, limited partnership, trust, proprietorship, joint venture, business organization or government, political subdivision, agency or instrumentality.

1.11. "**Prescription Products**" means Products sold by the Customer which must be prescribed by a medical doctor.

1.12. "**Proposal**" means any agreement, arrangement, offer or proposal (including a letter of intent, term sheet, form of definitive agreement or definitive agreement) for a Sale Event; provided, however, that the term Proposal shall not include any Proposal by Customer.

1.13. "**Representatives**" means, with respect to a Person, such Person's legal, financial, internal and independent accounting and other advisors and representatives.

1.14. "**Right of First Negotiation Rights**" means those rights of Epiq Scripts set forth in ARTICLE V hereof.

1.15. "**ROFR Term**" means the period from the Effective Date until the fifth (5^{th}) anniversary of the Effective Date, unless mutually agreed by the Parties in writing.

1.16. "**Sale Event**" means any Asset Sale or Extraordinary Transaction.

ARTICLE II.
TERMINATION OF EXCLUSIVITY
AS TO FUTURE JURISDICTIONS OR CURRENT JURISDICTIONS.

2.1. The Parties agree that should Customer decide to transfer any Services provided by Epiq Scripts in a Current Jurisdiction to another pharmaceutical service provider ("**Transferred Services**"), the Customer shall pay Epiq Scripts a fee of One Percent (1%) of the total Gross Sales of all Prescription Products (defined below) by Customer resulting from the Transferred Services in the Current Jurisdiction, for a period of the lesser of (a) five (5) years from the date Customer transferred the Transferred Services; and (b) through the end of the Term of the Agreement (including where applicable, any Renewal Term)(the "**Non-Use Fee**"). The Non-Use Fee shall be payable monthly in arrears, for calendar quarters, by the 15^{th} day following the end of each calendar quarter.

2.2. The Parties confirm and acknowledge that the Non-Use Fee shall not apply, and Customer shall not be obligated to pay any Non-Use Fee (a) in the event that the Transferred Services are provided directly by Customer or a majority-owned subsidiary of Customer; (b) in the event the Customer decides to enter into an agreement with another pharmaceutical service provider to provide Pharmaceutical Services in a Future Jurisdiction ("**New Services**"); or (c) in connection with any services provided by any parties in any Future Jurisdictions.

ARTICLE III.
RIGHT OF FIRST NEGOTIATION FOR FUTURE PHARMACY SERVICES

3.1. During the ROFR Term, Customer agrees to notify Epiq Scripts in writing of any plans to (a) expand its need for pharmacy services outside of those contemplated by the 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) (the "**Customer Notice**").

3.2. Upon receipt of such Customer Notice, Epiq Scripts shall have a period of thirty (30) days to determine whether (i) in connection with Section 5.1(a) Epiq Scripts desires to seek to expand its operations to meet the demand contemplated by Customer Notice; or (ii) in connection with Section 5.1(b) Epiq Scripts desires to seek to expand its operations into the new jurisdiction described in the Customer Notice, and in the case of an affirmative determination pursuant to (i) or (ii), Epiq Scripts shall notify Customer of its intention and the contemplated timing of such actions (a "**Customer Notice Response**").

3.3. In the event that Epiq Scripts has provided Customer a Customer Notice Response, Customer shall discuss and negotiate the Customer Notice Response in good faith with Epiq Scripts for a period of not less than fifteen (15) days. In the event the Parties are unable to come to mutually agreeable terms on Epiq Scripts' provision of future services to Customer as contemplated by Customer Notice, after such fifteen (15) day negotiation period, for any reason, Customer shall be under no further obligation under this ARTICLE V in regards to such matter descried in Customer Notice.

3.4. In the event Customer has provided a Customer Notice pursuant to Section 5.1(c), Customer shall discuss the Customer Notice in good faith with Epiq Scripts and the possibility of Epiq Scripts either co-operating the pharmacy or providing management

services to Customer in connection with the event described in the Customer Notice, the fees in connection therewith and services to be provided in connection therewith, for a period of not less than fifteen (15) days. In the event the Parties are unable to come to mutually agreeable terms regarding such matters after such fifteen (15) day negotiation period, for any reason, Customer shall be under no further obligation under this ARTICLE V in regards to such matter described in the applicable Customer Notice.

ARTICLE IV.
RIGHT OF FIRST REFUSAL FOR EPIQ SCRIPTS SALE

4.1. Notice of Proposal.

2.1.1 Within three (3) days of receiving any contemplated Proposal, and prior to agreeing to, entering into, or becoming bound in any way in connection with, such Proposal, Epiq Scripts shall provide a written notice of such Proposal (the "**Epiq Scripts Notice**") to Customer. The Epiq Scripts Notice shall include (i) a true and correct copy of the Proposal, including all schedules, exhibits and ancillary documents related thereto, and (ii) the expected date of consummation of such transaction contemplated by the Proposal.

2.1.2 Immediately after delivering the Epiq Scripts Notice to Customer, Epiq Scripts shall provide Customer and its Representatives access to, and, if requested, copies of, the information and other diligence materials, including all non-public information of Epiq Scripts or its subsidiaries, that are or have been supplied to any third party or any third party's Representatives in connection with the Proposal.

4.2. Right of First Refusal.

2.1.3 *Right of First Refusal with Respect to an Extraordinary Transaction*. Upon receipt of Epiq Scripts Notice with respect to an Extraordinary Transaction, Customer shall have the irrevocable and exclusive option, at its sole discretion, to become, or to have any of its Affiliates become, the purchaser with respect to the Extraordinary Transaction on substantially the same financial terms as provided in the Proposal. If Customer elects to become, or to have any of its Affiliates become, the purchaser, Customer shall deliver a written notice (the "**Customer Proposal Notice**") to Epiq Scripts of such election within thirty (30) days from Customer receipt of Epiq Scripts Notice (such thirty (30) day period, the "**Extraordinary Transaction Proposal Review Period**"). Upon receipt by Epiq Scripts of the Customer Proposal Notice, Epiq Scripts shall not enter into or agree to the Proposal relating to the Extraordinary Transaction and shall enter into an agreement with Customer or any of its Affiliates (as designated by Customer) on substantially the same financial terms and containing substantially the same representations and warranties, exclusivity (including any no-shop or other similar provisions) and indemnities in favor of Customer or any of its Affiliates (as designated by Customer) as provided in the Proposal.

2.1.4 *Right of First Refusal with Respect to an Asset Sale*. Upon receipt of the Proposal Notice with respect to an Asset Sale, Customer shall have the irrevocable and exclusive option, at its sole discretion, to purchase, or to have any of its Affiliates purchase, any or all of the properties or assets involved in such Asset Sale on substantially the same financial terms as provided in the Proposal, as adjusted for the specific properties or assets Customer elects to purchase, or to have any of its Affiliates purchase, as compared to all of the properties and assets subject to the Proposal. If Customer elects to purchase, or to have any of its Affiliates purchase, any or all of the properties or assets involved in such Asset Sale, Customer shall deliver a written notice (the "**Asset Sale Proposal Notice**") to Epiq Scripts of such election within (i) thirty (30) days from the date Customer has received an Epiq Scripts Notice, if such Asset Sale is with respect to all or substantially all of Epiq Scripts' or any of its subsidiaries' properties or assets or (ii) thirty (30) days from the date Customer has received an Epiq Scripts Notice, specifying the properties or assets it elects to purchase if such Asset Sale is with respect to less than all or substantially all of Epiq Scripts' or any of its Subsidiaries' properties or assets (such thirty (30) day period, as applicable, the "**Asset Sale Proposal Review Period**", and together with the Extraordinary Transaction Proposal Review Period, the "**ROFR Review Period**"). Upon receipt by Epiq Scripts of the Asset Sale Proposal Notice, Epiq Scripts shall (i) either (A) not enter into or agree to the Proposal governing the Asset Sale if Customer elects to purchase, or to have any of its Affiliates purchase, all of the properties or assets included in such Asset Sale or (B) amend the Proposal governing the Asset Sale to exclude the properties or assets that Customer elects to purchase, or to have any of its Affiliates purchase, and (ii) enter into an agreement with Customer or any of its Affiliates (as designated by Customer) (A) on substantially the same financial terms as provided in the Proposal, as adjusted as set forth above for the specific properties or assets Customer elects to purchase, or to have any of its Affiliates purchase, and (B)

containing substantially the same representations and warranties, exclusivity (including any no-shop or other similar provision) and indemnities in favor of Customer or any of its Affiliates (as designated by Customer) as provided in the Proposal.

4.3. Procedure Upon Right of First Refusal.

2.1.5 With respect to each Proposal for which Customer received an Epiq Scripts Notice and for which Epiq Scripts and its subsidiaries complied with all of the applicable procedures and requirements of this ARTICLE VI (the "**Noticed Proposal**"), in the event that (i) Customer does not deliver a Customer Notice or Asset Sale Notice, as applicable, to Epiq Scripts prior to the expiration of the applicable ROFR Review Period or (ii) Customer delivers to Epiq Scripts prior to the expiration of the applicable ROFR Review Period an Asset Sale Notice that excludes any properties or assets that were subject of the applicable Proposal (such excluded properties or assets, the "**Excluded Assets**"), then, and only then, Epiq Scripts or its subsidiaries, as applicable, shall be free, for a period of sixty (60) days following expiration of the applicable ROFR Review Period (the "**Noticed Proposal Period**"), to enter into a letter of intent or other definitive agreement with respect to (x) in the case of clause (i), the Sale Event contemplated in such Noticed Proposal with the Person or Persons subject of such Noticed Proposal on terms and conditions substantially similar to, and in any event not more favorable in any material respect to such Person or Persons than, the terms and conditions described in the Noticed Proposal and (y) in the case of clause (ii), the Excluded Assets on terms and conditions substantially similar to, and in any event not more favorable in any material respect to such Person or Persons, as adjusted for the specific properties or assets Customer elected to purchase, or to have any of its Affiliates purchase, as compared to all of the properties and assets subject to the applicable Proposal; provided, however, that no such letter of intent or other definitive agreement shall provide for the payment of any fees and expenses, including any termination or break-up fees, or any similar provisions with any Person with respect to Customer's rights hereunder with respect to a new Proposal resulting from a Material Change (defined below) as set forth in Section 2.1.6 or that otherwise imposes limitations or restrictions on Epiq Scripts' or any of its Subsidiaries' ability to comply with all of the terms of this Agreement.

2.1.6 If, during a ROFR Review Period or a Noticed Proposal Period, any change or amendment to the applicable Proposal or Noticed Proposal is made that individually or in the aggregate with any other changes or amendments, is more favorable in any material respect to Customer or purchasers (a "**Material Change**"), then such Proposal or Noticed Proposal as changed or amended shall constitute a new Proposal subject to the terms and conditions of this ARTICLE VI.

4.4. **Additional Information Rights**. Epiq Scripts will furnish to Customer such other information as Customer may reasonably request in connection with any Proposal.

4.5. **Term of Right of First Refusal Rights**. The rights and obligations of Epiq Scripts as set forth above in this ARTICLE VI shall apply for the ROFR Term.

ARTICLE V.
SPECIFIC ENFORCEMENT

5.1. Each Party shall be entitled to obtain injunctive or other equitable relief (including a temporary restraining order, a preliminary injunction and a final injunction) against the other Party to prevent any actual or threatened breach of this Agreement and to enforce specifically the terms and provisions hereof, without the necessity of posting a bond or other security or of proving actual damages, in each case in addition to all other rights and remedies existing in its favor.

ARTICLE VI.
INCORPORATION BY REFERENCE.

6.1. Sections 16, 17.2, 17.3, 17.4, 17.5, 17.8, 17.9, 17.10, and 17.11 of the Agreement are incorporated by reference into this Addendum in their entirety, as if set forth herein (with the substitution of the term "Addendum" in the place of "Agreement" where necessary or warranted).

ARTICLE VII.
MISCELLANEOUS

7.1. Except as expressly modified by a term set forth herein, all terms and conditions of the Agreement shall remain in full force and effect.

7.2. This Addendum may be executed in any number of separate counterparts by the Parties hereto, all of which when so executed shall be deemed to be an original, but all such counterparts shall constitute one and the same Addendum.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum on the day and date first above written.

"Epiq Scripts"	**"Customer"**
EPIQ SCRIPTS, LLC	**MANGOCEUTICALS, INC.**
By: */s/ Sultan Haroon*	By: */s/ Jonathan Arango*
Name: Sultan Haroon	Name: Jonathan Arango
Title: Director	Title: President

Cover	Sep. 15, 2023
Cover [Abstract]	
Document Type	8-K
Amendment Flag	false
Document Period End Date	Sep. 15, 2023
Entity File Number	001-41615
Entity Registrant Name	MANGOCEUTICALS, INC.
Entity Central Index Key	0001938046
Entity Tax Identification Number	87-3841292
Entity Incorporation, State or Country Code	TX
Entity Address, Address Line One	15110 N. Dallas Parkway
Entity Address, Address Line Two	Suite 600
Entity Address, City or Town	Dallas
Entity Address, State or Province	TX
Entity Address, Postal Zip Code	75248
City Area Code	(214)
Local Phone Number	242-9619
Written Communications	false
Soliciting Material	false
Pre-commencement Tender Offer	false
Pre-commencement Issuer Tender Offer	false
Title of 12(b) Security	Common Stock, $0.0001 Par Value Per Share
Trading Symbol	MGRX
Security Exchange Name	NASDAQ
Entity Emerging Growth Company	true
Elected Not To Use the Extended Transition Period	false

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      "http://www.xbrl.org/lrr/role/negated-2009-12-16.xsd",
      "http://www.xbrl.org/lrr/role/net-2009-12-16.xsd",
      "https://www.xbrl.org/2020/extensible-enumerations-2.0.xsd",
      "https://www.xbrl.org/dtr/type/2020-01-21/types.xsd",
      "https://www.xbrl.org/dtr/type/2022-03-31/types.xsd",
      "https://xbrl.fasb.org/srt/2023/elts/srt-2023.xsd",
      "https://xbrl.fasb.org/srt/2023/elts/srt-roles-2023.xsd",
      "https://xbrl.fasb.org/srt/2023/elts/srt-types-2023.xsd",
      "https://xbrl.fasb.org/us-gaap/2023/elts/us-gaap-2023.xsd",
      "https://xbrl.fasb.org/us-gaap/2023/elts/us-roles-2023.xsd",
      "https://xbrl.fasb.org/us-gaap/2023/elts/us-types-2023.xsd",
      "https://xbrl.sec.gov/country/2023/country-2023.xsd",
      "https://xbrl.sec.gov/dei/2023/dei-2023.xsd"
     ]
    },
    "labelLink": {
     "local": [
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     ]
    },
    "presentationLink": {
     "local": [
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     ]
    }
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   "segmentCount": 0,
   "elementCount": 59,
   "unitCount": 3,
   "baseTaxonomies": {
    "http://xbrl.sec.gov/dei/2023": 24
   },
   "report": {
    "R1": {
     "role": "http://mangorx.com/role/Cover",
     "longName": "00000001 - Document - Cover",
     "shortName": "Cover",
     "isDefault": "true",
     "groupType": "document",
     "subGroupType": "",
     "menuCat": "Cover",
     "order": "1",
     "firstAnchor": {
      "contextRef": "AsOf2023-09-15",
      "name": "dei:DocumentType",
      "unitRef": null,
      "xsiNil": "false",
      "lang": "en-US",
      "decimals": null,
      "ancestors": [
       "span",
       "b",
       "span",
       "p",
       "body",
       "html"
      ],
      "reportCount": 1,
      "baseRef": "form8-k.htm",
      "first": true,
      "unique": true
     },
     "uniqueAnchor": {
      "contextRef": "AsOf2023-09-15",
      "name": "dei:DocumentType",
      "unitRef": null,
      "xsiNil": "false",
      "lang": "en-US",
      "decimals": null,
      "ancestors": [
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       "span",
       "p",
       "body",
       "html"
      ],
      "reportCount": 1,
      "baseRef": "form8-k.htm",
      "first": true,
      "unique": true
     }
    }
   },
   "tag": {
    "dei_CoverAbstract": {
     "xbrltype": "stringItemType",
     "nsuri": "http://xbrl.sec.gov/dei/2023",
     "localname": "CoverAbstract",
     "lang": {
      "en-us": {
       "role": {
        "label": "Cover [Abstract]",
        "documentation": "Cover page."
       }
      }
     },
     "auth_ref": []
    },
    "dei_LocalPhoneNumber": {
     "xbrltype": "normalizedStringItemType",
     "nsuri": "http://xbrl.sec.gov/dei/2023",
     "localname": "LocalPhoneNumber",
     "presentation": [
      "http://mangorx.com/role/Cover"
     ],
     "lang": {
      "en-us": {
       "role": {
        "label": "Local Phone Number",
        "documentation": "Local phone number for entity."
       }
      }
     },
     "auth_ref": []
    },
    "dei_DocumentFiscalYearFocus": {
     "xbrltype": "gYearItemType",
     "nsuri": "http://xbrl.sec.gov/dei/2023",
     "localname": "DocumentFiscalYearFocus",
     "presentation": [
      "http://mangorx.com/role/Cover"
     ],
     "lang": {
      "en-us": {
       "role": {
        "label": "Document Fiscal Year Focus",
        "documentation": "This is focus fiscal year of the document report in YYYY format. For a 2006 annual report, which may also provide financial information from prior periods, fiscal 2006 should be given as the fiscal year focus. Example: 2006."
       }
      }
     },
     "auth_ref": []
    },
    "dei_EntityCurrentReportingStatus": {
     "xbrltype": "yesNoItemType",
     "nsuri": "http://xbrl.sec.gov/dei/2023",
     "localname": "EntityCurrentReportingStatus",
     "presentation": [
      "http://mangorx.com/role/Cover"
     ],
     "lang": {
      "en-us": {
       "role": {
        "label": "Entity Current Reporting Status",
        "documentation": "Indicate 'Yes' or 'No' whether registrants (1) have filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that registrants were required to file such reports), and (2) have been subject to such filing requirements for the past 90 days. This information should be based on the registrant's current or most recent filing containing the related disclosure."
       }
      }
     },
     "auth_ref": []
    },
    "dei_Extension": {
     "xbrltype": "normalizedStringItemType",
     "nsuri": "http://xbrl.sec.gov/dei/2023",
     "localname": "Extension",
     "presentation": [
      "http://mangorx.com/role/Cover"
     ],
     "lang": {
      "en-us": {
       "role": {
        "label": "Extension",
        "documentation": "Extension number for local phone number."
       }
      }
     },
     "auth_ref": []
    },
    "dei_EntityEmergingGrowthCompany": {
     "xbrltype": "booleanItemType",
     "nsuri": "http://xbrl.sec.gov/dei/2023",
     "localname": "EntityEmergingGrowthCompany",
     "presentation": [
      "http://mangorx.com/role/Cover"
     ],
     "lang": {
      "en-us": {
       "role": {
        "label": "Entity Emerging Growth Company",
        "documentation": "Indicate if registrant meets the emerging growth company criteria."
       }
      }
     },
     "auth_ref": [
      "r2"
     ]
    },
    "dei_DocumentFiscalPeriodFocus": {
     "xbrltype": "fiscalPeriodItemType",
     "nsuri": "http://xbrl.sec.gov/dei/2023",
     "localname": "DocumentFiscalPeriodFocus",
     "presentation": [
      "http://mangorx.com/role/Cover"
     ],
     "lang": {
      "en-us": {
       "role": {
        "label": "Document Fiscal Period Focus",
        "documentation": "Fiscal period values are FY, Q1, Q2, and Q3.  1st, 2nd and 3rd quarter 10-Q or 10-QT statements have value Q1, Q2, and Q3 respectively, with 10-K, 10-KT or other fiscal year statements having FY."
       }
      }
     },
     "auth_ref": []
    },
    "dei_EntityShellCompany": {
     "xbrltype": "booleanItemType",
     "nsuri": "http://xbrl.sec.gov/dei/2023",
     "localname": "EntityShellCompany",
     "presentation": [
      "http://mangorx.com/role/Cover"
     ],
     "lang": {
      "en-us": {
       "role": {
        "label": "Entity Shell Company",
        "documentation": "Boolean flag that is true when the registrant is a shell company as defined in Rule 12b-2 of the Exchange Act."
       }
      }
     },
     "auth_ref": [
      "r2"
     ]
    },
    "dei_EntityInteractiveDataCurrent": {
     "xbrltype": "yesNoItemType",
     "nsuri": "http://xbrl.sec.gov/dei/2023",
     "localname": "EntityInteractiveDataCurrent",
     "presentation": [
      "http://mangorx.com/role/Cover"
     ],
     "lang": {
      "en-us": {
       "role": {
        "label": "Entity Interactive Data Current",
        "documentation": "Boolean flag that is true when the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files)."
       }
      }
     },
     "auth_ref": [
      "r16"
     ]
    },
    "dei_CurrentFiscalYearEndDate": {
     "xbrltype": "gMonthDayItemType",
     "nsuri": "http://xbrl.sec.gov/dei/2023",
     "localname": "CurrentFiscalYearEndDate",
     "presentation": [
      "http://mangorx.com/role/Cover"
     ],
     "lang": {
      "en-us": {
       "role": {
        "label": "Current Fiscal Year End Date",
        "documentation": "End date of current fiscal year in the format --MM-DD."
       }
      }
     },
     "auth_ref": []
    },
    "dei_EntityCentralIndexKey": {
     "xbrltype": "centralIndexKeyItemType",
     "nsuri": "http://xbrl.sec.gov/dei/2023",
     "localname": "EntityCentralIndexKey",
     "presentation": [
      "http://mangorx.com/role/Cover"
     ],
     "lang": {
      "en-us": {
       "role": {
        "label": "Entity Central Index Key",
        "documentation": "A unique 10-digit SEC-issued value to identify entities that have filed disclosures with the SEC. It is commonly abbreviated as CIK."
       }
      }
     },
     "auth_ref": [
      "r2"
     ]
    },
    "dei_EntityWellKnownSeasonedIssuer": {
     "xbrltype": "yesNoItemType",
     "nsuri": "http://xbrl.sec.gov/dei/2023",
     "localname": "EntityWellKnownSeasonedIssuer",
     "presentation": [
      "http://mangorx.com/role/Cover"
     ],
     "lang": {
      "en-us": {
       "role": {
        "label": "Entity Well-known Seasoned Issuer",
        "documentation": "Indicate 'Yes' or 'No' if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Is used on Form Type: 10-K, 10-Q, 8-K, 20-F, 6-K, 10-K/A, 10-Q/A, 20-F/A, 6-K/A, N-CSR, N-Q, N-1A."
       }
      }
     },
     "auth_ref": [
      "r17"
     ]
    },
    "dei_EntityAddressPostalZipCode": {
     "xbrltype": "normalizedStringItemType",
     "nsuri": "http://xbrl.sec.gov/dei/2023",
     "localname": "EntityAddressPostalZipCode",
     "presentation": [
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"http://mangorx.com/role/Cover"
],
"lang": {
"en-us": {
"role": {
"label": "Entity Address, Postal Zip Code",
"documentation": "Code for the postal or zip code"
}
}
},
"auth_ref": []
},
"dei_SolicitingMaterial": {
"xbrltype": "booleanItemType",
"nsuri": "http://xbrl.sec.gov/dei/2023",
"localname": "SolicitingMaterial",
"presentation": [
"http://mangorx.com/role/Cover"
],
"lang": {
"en-us": {
"role": {
"label": "Soliciting Material",
"documentation": "Boolean flag that is true when the Form 8-K filing is intended to satisfy the filing obligation of the registrant as soliciting material pursuant to Rule 14a-12 under the Exchange Act."
}
}
},
"auth_ref": [
"r10"
]
},
"dei_EntityPrimarySicNumber": {
"xbrltype": "sicNumberItemType",
"nsuri": "http://xbrl.sec.gov/dei/2023",
"localname": "EntityPrimarySicNumber",
"presentation": [
"http://mangorx.com/role/Cover"
],
"lang": {
"en-us": {
"role": {
"label": "Entity Primary SIC Number",
"documentation": "Primary Standard Industrial Classification (SIC) Number for the Entity."
}
}
},
"auth_ref": [
"r14"
]
},
"dei_EntityAddressAddressLine1": {
"xbrltype": "normalizedStringItemType",
"nsuri": "http://xbrl.sec.gov/dei/2023",
"localname": "EntityAddressAddressLine1",
"presentation": [
"http://mangorx.com/role/Cover"
],
"lang": {
"en-us": {
"role": {
"label": "Entity Address, Address Line One",
"documentation": "Address Line 1 such as Attn, Building Name, Street Name"
}
}
},
"auth_ref": []
},
"dei_PreCommencementIssuerTenderOffer": {
"xbrltype": "booleanItemType",
"nsuri": "http://xbrl.sec.gov/dei/2023",
"localname": "PreCommencementIssuerTenderOffer",
"presentation": [
"http://mangorx.com/role/Cover"
],
"lang": {
"en-us": {
"role": {
"label": "Pre-commencement Issuer Tender Offer",
"documentation": "Boolean flag that is true when the Form 8-K filing is intended to satisfy the filing obligation of the registrant as pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act."
}
}
},
"auth_ref": [
"r7"
]
},
"dei_DocumentShellCompanyEventDate": {
"xbrltype": "dateItemType",
"nsuri": "http://xbrl.sec.gov/dei/2023",
"localname": "DocumentShellCompanyEventDate",
"presentation": [
"http://mangorx.com/role/Cover"
],
"lang": {
"en-us": {
"role": {
"label": "Document Shell Company Event Date",
"documentation": "Date of event requiring a shell company report."
}
}
},
"auth_ref": [
"r13"
]
},
"dei_AnnualInformationForm": {
"xbrltype": "booleanItemType",
"nsuri": "http://xbrl.sec.gov/dei/2023",
"localname": "AnnualInformationForm",
"presentation": [
"http://mangorx.com/role/Cover"
],
"lang": {
"en-us": {
"role": {
"label": "Annual Information Form",
"documentation": "Boolean flag with value true on a form if it is an annual report containing an annual information form."
}
}
},
"auth_ref": [
"r14"
]
},
"dei_OtherReportingStandardItemNumber": {
"xbrltype": "otherReportingStandardItemNumberItemType",
"nsuri": "http://xbrl.sec.gov/dei/2023",
"localname": "OtherReportingStandardItemNumber",
"presentation": [
"http://mangorx.com/role/Cover"
],
"lang": {
"en-us": {
"role": {
"label": "Other Reporting Standard Item Number",
"documentation": "\"Item 17\" or \"Item 18\" specified when the basis of accounting is neither US GAAP nor IFRS."
}
}
},
"auth_ref": [
"r13"
]
},
"dei_Security12bTitle": {
"xbrltype": "securityTitleItemType",
"nsuri": "http://xbrl.sec.gov/dei/2023",
"localname": "Security12bTitle",
"presentation": [
"http://mangorx.com/role/Cover"
],
"lang": {
"en-us": {
"role": {
"label": "Title of 12(b) Security",
"documentation": "Title of a 12(b) registered security."
}
}
},
"auth_ref": [
"r1"
]
},
"dei_EntityIncorporationStateCountryCode": {
"xbrltype": "edgarStateCountryItemType",
"nsuri": "http://xbrl.sec.gov/dei/2023",
"localname": "EntityIncorporationStateCountryCode",
"presentation": [
"http://mangorx.com/role/Cover"
],
"lang": {
"en-us": {
"role": {
"label": "Entity Incorporation, State or Country Code",
"documentation": "Two-character EDGAR code representing the state or country of incorporation."
}
}
},
"auth_ref": []
},
"dei_DocumentQuarterlyReport": {
"xbrltype": "booleanItemType",
"nsuri": "http://xbrl.sec.gov/dei/2023",
"localname": "DocumentQuarterlyReport",
"presentation": [
"http://mangorx.com/role/Cover"
],
"lang": {
"en-us": {
"role": {
"label": "Document Quarterly Report",
"documentation": "Boolean flag that is true only for a form used as an quarterly report."
}
}
},
"auth_ref": [
"r12"
]
},
"dei_EntityExTransitionPeriod": {
"xbrltype": "booleanItemType",
"nsuri": "http://xbrl.sec.gov/dei/2023",
"localname": "EntityExTransitionPeriod",
"presentation": [
"http://mangorx.com/role/Cover"
],
"lang": {
"en-us": {
"role": {
"label": "Elected Not To Use the Extended Transition Period",
"documentation": "Indicate if an emerging growth company has elected not to use the extended transition period for complying with any new or revised financial accounting standards."
}
}
},
"auth_ref": [
"r19"
]
},
"dei_WrittenCommunications": {
"xbrltype": "booleanItemType",
"nsuri": "http://xbrl.sec.gov/dei/2023",
"localname": "WrittenCommunications",
"presentation": [
"http://mangorx.com/role/Cover"
],
"lang": {
"en-us": {
"role": {
"label": "Written Communications",
"documentation": "Boolean flag that is true when the Form 8-K filing is intended to satisfy the filing obligation of the registrant as written communications pursuant to Rule 425 under the Securities Act."
}
}
},
"auth_ref": [
"r18"
]
},
"dei_EntityBankruptcyProceedingsReportingCurrent": {
"xbrltype": "booleanItemType",
"nsuri": "http://xbrl.sec.gov/dei/2023",
"localname": "EntityBankruptcyProceedingsReportingCurrent",
"presentation": [
"http://mangorx.com/role/Cover"
],
"lang": {
"en-us": {
"role": {
"label": "Entity Bankruptcy Proceedings, Reporting Current",
"documentation": "For registrants involved in bankruptcy proceedings during the preceding five years, the value Yes indicates that the registrant has filed all documents and reports required to be filed by Section 12, 13 or 15(d) of the Securities Exchange Act of 1934 subsequent to the distribution of securities under a plan confirmed by a court; the value No indicates the registrant has not. Registrants not involved in bankruptcy proceedings during the preceding five years should not report this element."
}
}
},
"auth_ref": [
"r6"
]
},
"dei_DocumentAnnualReport": {
"xbrltype": "booleanItemType",
"nsuri": "http://xbrl.sec.gov/dei/2023",
"localname": "DocumentAnnualReport",
"presentation": [
"http://mangorx.com/role/Cover"
],
"lang": {
"en-us": {
"role": {
"label": "Document Annual Report",
"documentation": "Boolean flag that is true only for a form used as an annual report."
}
}
},
"auth_ref": [
"r11",
"r13",
"r14"
]
},
"dei_NoTradingSymbolFlag": {
"xbrltype": "trueItemType",
"nsuri": "http://xbrl.sec.gov/dei/2023",
"localname": "NoTradingSymbolFlag",
"presentation": [
"http://mangorx.com/role/Cover"
],
"lang": {
"en-us": {
"role": {
"label": "No Trading Symbol Flag",
"documentation": "Boolean flag that is true only for a security having no trading symbol."
}
}
},
"auth_ref": []
},
"dei_EntityPublicFloat": {
"xbrltype": "monetaryItemType",
"nsuri": "http://xbrl.sec.gov/dei/2023",
"localname": "EntityPublicFloat",
"crdr": "credit",
"presentation": [
"http://mangorx.com/role/Cover"
],
"lang": {
"en-us": {
"role": {
"label": "Entity Public Float",
"documentation": "The aggregate market value of the voting and non-voting common equity held by non-affiliates computed by reference to the price at which the common equity was last sold, or the average bid and asked price of such common equity, as of the last business day of the registrant's most recently completed second fiscal quarter."
}
}
},
"auth_ref": []
},
"dei_DocumentRegistrationStatement": {
"xbrltype": "booleanItemType",
"nsuri": "http://xbrl.sec.gov/dei/2023",
"localname": "DocumentRegistrationStatement",
"presentation": [
"http://mangorx.com/role/Cover"
],
"lang": {
"en-us": {
"role": {
"label": "Document Registration Statement",
"documentation": "Boolean flag that is true only for a form used as a registration statement."
}
}
},
"auth_ref": [
"r0"
]
},
"dei_EntityFileNumber": {
"xbrltype": "fileNumberItemType",
"nsuri": "http://xbrl.sec.gov/dei/2023",
"localname": "EntityFileNumber",
"presentation": [
"http://mangorx.com/role/Cover"
],
"lang": {

  "en-us": {
   "role": {
    "label": "Entity File Number",
    "documentation": "Commission file number. The field allows up to 17 characters. The prefix may contain 1-3 digits, the sequence number may contain 1-8 digits, the optional suffix may contain 1-4 characters, and the fields are separated with a hyphen."
   }
  }
 },
 "auth_ref": []
},
"dei_EntityRegistrantName": {
 "xbrltype": "normalizedStringItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2023",
 "localname": "EntityRegistrantName",
 "presentation": [
  "http://mangorx.com/role/Cover"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Entity Registrant Name",
    "documentation": "The exact name of the entity filing the report as specified in its charter, which is required by forms filed with the SEC."
   }
  }
 },
 "auth_ref": [
  "r2"
 ]
},
"dei_DocumentType": {
 "xbrltype": "submissionTypeItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2023",
 "localname": "DocumentType",
 "presentation": [
  "http://mangorx.com/role/Cover"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Document Type",
    "documentation": "The type of document being provided (such as 10-K, 10-Q, 485BPOS, etc). The document type is limited to the same value as the supporting SEC submission type, or the word 'Other'."
   }
  }
 },
 "auth_ref": []
},
"dei_TradingSymbol": {
 "xbrltype": "tradingSymbolItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2023",
 "localname": "TradingSymbol",
 "presentation": [
  "http://mangorx.com/role/Cover"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Trading Symbol",
    "documentation": "Trading symbol of an instrument as listed on an exchange."
   }
  }
 },
 "auth_ref": []
},
"dei_EntityAddressStateOrProvince": {
 "xbrltype": "stateOrProvinceItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2023",
 "localname": "EntityAddressStateOrProvince",
 "presentation": [
  "http://mangorx.com/role/Cover"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Entity Address, State or Province",
    "documentation": "Name of the state or province."
   }
  }
 },
 "auth_ref": []
},
"dei_DocumentPeriodEndDate": {
 "xbrltype": "dateItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2023",
 "localname": "DocumentPeriodEndDate",
 "presentation": [
  "http://mangorx.com/role/Cover"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Document Period End Date",
    "documentation": "For the EDGAR submission types of Form 8-K: the date of the report, the date of the earliest event reported; for the EDGAR submission types of Form N-1A: the filing date; for all other submission types: the end of the reporting or transition period. The format of the date is YYYY-MM-DD."
   }
  }
 },
 "auth_ref": []
},
"dei_SecurityExchangeName": {
 "xbrltype": "edgarExchangeCodeItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2023",
 "localname": "SecurityExchangeName",
 "presentation": [
  "http://mangorx.com/role/Cover"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Security Exchange Name",
    "documentation": "Name of the Exchange on which a security is registered."
   }
  }
 },
 "auth_ref": [
  "r4"
 ]
},
"dei_DocumentShellCompanyReport": {
 "xbrltype": "booleanItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2023",
 "localname": "DocumentShellCompanyReport",
 "presentation": [
  "http://mangorx.com/role/Cover"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Document Shell Company Report",
    "documentation": "Boolean flag that is true for a Shell Company Report pursuant to section 13 or 15(d) of the Exchange Act."
   }
  }
 },
 "auth_ref": [
  "r13"
 ]
},
"dei_EntityAddressAddressLine3": {
 "xbrltype": "normalizedStringItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2023",
 "localname": "EntityAddressAddressLine3",
 "presentation": [
  "http://mangorx.com/role/Cover"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Entity Address, Address Line Three",
    "documentation": "Address Line 3 such as an Office Park"
   }
  }
 },
 "auth_ref": []
},
"dei_AmendmentDescription": {
 "xbrltype": "stringItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2023",
 "localname": "AmendmentDescription",
 "presentation": [
  "http://mangorx.com/role/Cover"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Amendment Description",
    "documentation": "Description of changes contained within amended document."
   }
  }
 },
 "auth_ref": []
},
"dei_EntityAddressCountry": {
 "xbrltype": "countryCodeItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2023",
 "localname": "EntityAddressCountry",
 "presentation": [
  "http://mangorx.com/role/Cover"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Entity Address, Country",
    "documentation": "ISO 3166-1 alpha-2 country code."
   }
  }
 },
 "auth_ref": []
},
"dei_Security12gTitle": {
 "xbrltype": "securityTitleItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2023",
 "localname": "Security12gTitle",
 "presentation": [
  "http://mangorx.com/role/Cover"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Title of 12(g) Security",
    "documentation": "Title of a 12(g) registered security."
   }
  }
 },
 "auth_ref": [
  "r5"
 ]
},
"dei_EntityFilerCategory": {
 "xbrltype": "filerCategoryItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2023",
 "localname": "EntityFilerCategory",
 "presentation": [
  "http://mangorx.com/role/Cover"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Entity Filer Category",
    "documentation": "Indicate whether the registrant is one of the following: Large Accelerated Filer, Accelerated Filer, Non-accelerated Filer. Definitions of these categories are stated in Rule 12b-2 of the Exchange Act. This information should be based on the registrant's current or most recent filing containing the related disclosure."
   }
  }
 },
 "auth_ref": [
  "r2"
 ]
},
"dei_PreCommencementTenderOffer": {
 "xbrltype": "booleanItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2023",
 "localname": "PreCommencementTenderOffer",
 "presentation": [
  "http://mangorx.com/role/Cover"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Pre-commencement Tender Offer",
    "documentation": "Boolean flag that is true when the Form 8-K filing is intended to satisfy the filing obligation of the registrant as pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act."
   }
  }
 },
 "auth_ref": [
  "r8"
 ]
},
"dei_EntityTaxIdentificationNumber": {
 "xbrltype": "employerIdItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2023",
 "localname": "EntityTaxIdentificationNumber",
 "presentation": [
  "http://mangorx.com/role/Cover"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Entity Tax Identification Number",
    "documentation": "The Tax Identification Number (TIN), also known as an Employer Identification Number (EIN), is a unique 9-digit value assigned by the IRS."
   }
  }
 },
 "auth_ref": [
  "r2"
 ]
},
"dei_EntityVoluntaryFilers": {
 "xbrltype": "yesNoItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2023",
 "localname": "EntityVoluntaryFilers",
 "presentation": [
  "http://mangorx.com/role/Cover"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Entity Voluntary Filers",
    "documentation": "Indicate 'Yes' or 'No' if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act."
   }
  }
 },
 "auth_ref": []
},
"dei_EntityAddressAddressLine2": {
 "xbrltype": "normalizedStringItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2023",
 "localname": "EntityAddressAddressLine2",
 "presentation": [
  "http://mangorx.com/role/Cover"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Entity Address, Address Line Two",
    "documentation": "Address Line 2 such as Street or Suite number"
   }
  }
 },
 "auth_ref": []
},
"dei_SecurityReportingObligation": {
 "xbrltype": "securityReportingObligationItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2023",
 "localname": "SecurityReportingObligation",
 "presentation": [
  "http://mangorx.com/role/Cover"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Security Reporting Obligation",
    "documentation": "15(d), indicating whether the security has a reporting obligation under that section of the Exchange Act."
   }
  }
 },
 "auth_ref": [
  "r9"
 ]
},
"dei_DocumentAccountingStandard": {
 "xbrltype": "accountingStandardItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2023",
 "localname": "DocumentAccountingStandard",
 "presentation": [
  "http://mangorx.com/role/Cover"
 ],
 "lang": {
  "en-us": {
   "role": {
    "label": "Document Accounting Standard",
    "documentation": "The basis of accounting the registrant has used to prepare the financial statements included in this filing This can either be 'U.S. GAAP', 'International Financial Reporting Standards', or 'Other'."
   }
  }
 },
 "auth_ref": [
  "r13"
 ]
},
"dei_CityAreaCode": {
 "xbrltype": "normalizedStringItemType",
 "nsuri": "http://xbrl.sec.gov/dei/2023",
 "localname": "CityAreaCode",
 "presentation": [

"http://mangorx.com/role/Cover"
],
"lang": {
"en-us": {
"role": {
"label": "City Area Code",
"documentation": "Area code of city"
}
}
},
"auth_ref": []
},
"dei_DocumentPeriodStartDate": {
"xbrltype": "dateItemType",
"nsuri": "http://xbrl.sec.gov/dei/2023",
"localname": "DocumentPeriodStartDate",
"presentation": [
"http://mangorx.com/role/Cover"
],
"lang": {
"en-us": {
"role": {
"label": "Document Period Start Date",
"documentation": "The start date of the period covered in the document, in YYYY-MM-DD format."
}
}
},
"auth_ref": []
},
"dei_CountryRegion": {
"xbrltype": "normalizedStringItemType",
"nsuri": "http://xbrl.sec.gov/dei/2023",
"localname": "CountryRegion",
"presentation": [
"http://mangorx.com/role/Cover"
],
"lang": {
"en-us": {
"role": {
"label": "Country Region",
"documentation": "Region code of country"
}
}
},
"auth_ref": []
},
"dei_EntityCommonStockSharesOutstanding": {
"xbrltype": "sharesItemType",
"nsuri": "http://xbrl.sec.gov/dei/2023",
"localname": "EntityCommonStockSharesOutstanding",
"presentation": [
"http://mangorx.com/role/Cover"
],
"lang": {
"en-us": {
"role": {
"label": "Entity Common Stock, Shares Outstanding",
"documentation": "Indicate number of shares or other units outstanding of each of registrant's classes of capital or common stock or other ownership interests, if and as stated on cover of related periodic report. Where multiple classes or units exist define each class/interest by adding class of stock items such as Common Class A [Member], Common Class B [Member] or Partnership Interest [Member] onto the Instrument [Domain] of the Entity Listings, Instrument."
}
}
},
"auth_ref": []
},
"dei_EntityAddressCityOrTown": {
"xbrltype": "normalizedStringItemType",
"nsuri": "http://xbrl.sec.gov/dei/2023",
"localname": "EntityAddressCityOrTown",
"presentation": [
"http://mangorx.com/role/Cover"
],
"lang": {
"en-us": {
"role": {
"label": "Entity Address, City or Town",
"documentation": "Name of the City or Town"
}
}
},
"auth_ref": []
},
"dei_EntitySmallBusiness": {
"xbrltype": "booleanItemType",
"nsuri": "http://xbrl.sec.gov/dei/2023",
"localname": "EntitySmallBusiness",
"presentation": [
"http://mangorx.com/role/Cover"
],
"lang": {
"en-us": {
"role": {
"label": "Entity Small Business",
"documentation": "Indicates that the company is a Smaller Reporting Company (SRC)."
}
}
},
"auth_ref": [
"r2"
]
},
"dei_AmendmentFlag": {
"xbrltype": "booleanItemType",
"nsuri": "http://xbrl.sec.gov/dei/2023",
"localname": "AmendmentFlag",
"presentation": [
"http://mangorx.com/role/Cover"
],
"lang": {
"en-us": {
"role": {
"label": "Amendment Flag",
"documentation": "Boolean flag that is true when the XBRL content amends previously-filed or accepted submission."
}
}
},
"auth_ref": []
},
"dei_DocumentTransitionReport": {
"xbrltype": "booleanItemType",
"nsuri": "http://xbrl.sec.gov/dei/2023",
"localname": "DocumentTransitionReport",
"presentation": [
"http://mangorx.com/role/Cover"
],
"lang": {
"en-us": {
"role": {
"label": "Document Transition Report",
"documentation": "Boolean flag that is true only for a form used as a transition report."
}
}
},
"auth_ref": [
"r15"
]
},
"dei_DocumentsIncorporatedByReferenceTextBlock": {
"xbrltype": "textBlockItemType",
"nsuri": "http://xbrl.sec.gov/dei/2023",
"localname": "DocumentsIncorporatedByReferenceTextBlock",
"presentation": [
"http://mangorx.com/role/Cover"
],
"lang": {
"en-us": {
"role": {
"label": "Documents Incorporated by Reference [Text Block]",
"documentation": "Documents incorporated by reference."
}
}
},
"auth_ref": [
"r3"
]
},
"dei_AuditedAnnualFinancialStatements": {
"xbrltype": "booleanItemType",
"nsuri": "http://xbrl.sec.gov/dei/2023",
"localname": "AuditedAnnualFinancialStatements",
"presentation": [
"http://mangorx.com/role/Cover"
],
"lang": {
"en-us": {
"role": {
"label": "Audited Annual Financial Statements",
"documentation": "Boolean flag with value true on a form if it is an annual report containing audited financial statements."
}
}
},
"auth_ref": [
"r14"
]
}
}
}
},
"std_ref": {
"r0": {
"role": "http://www.xbrl.org/2003/role/presentationRef",
"Publisher": "SEC",
"Name": "Exchange Act",
"Number": "240",
"Section": "12"
},
"r1": {
"role": "http://www.xbrl.org/2003/role/presentationRef",
"Publisher": "SEC",
"Name": "Exchange Act",
"Number": "240",
"Section": "12",
"Subsection": "b"
},
"r2": {
"role": "http://www.xbrl.org/2003/role/presentationRef",
"Publisher": "SEC",
"Name": "Exchange Act",
"Number": "240",
"Section": "12",
"Subsection": "b-2"
},
"r3": {
"role": "http://www.xbrl.org/2003/role/presentationRef",
"Publisher": "SEC",
"Name": "Exchange Act",
"Number": "240",
"Section": "12",
"Subsection": "b-23"
},
"r4": {
"role": "http://www.xbrl.org/2003/role/presentationRef",
"Publisher": "SEC",
"Name": "Exchange Act",
"Number": "240",
"Section": "12",
"Subsection": "d1-1"
},
"r5": {
"role": "http://www.xbrl.org/2003/role/presentationRef",
"Publisher": "SEC",
"Name": "Exchange Act",
"Number": "240",
"Section": "12",
"Subsection": "g"
},
"r6": {
"role": "http://www.xbrl.org/2003/role/presentationRef",
"Publisher": "SEC",
"Name": "Exchange Act",
"Number": "240",
"Section": "12, 13, 15d"
},
"r7": {
"role": "http://www.xbrl.org/2003/role/presentationRef",
"Publisher": "SEC",
"Name": "Exchange Act",
"Number": "240",
"Section": "13e",
"Subsection": "4c"
},
"r8": {
"role": "http://www.xbrl.org/2003/role/presentationRef",
"Publisher": "SEC",
"Name": "Exchange Act",
"Number": "240",
"Section": "14d",
"Subsection": "2b"
},
"r9": {
"role": "http://www.xbrl.org/2003/role/presentationRef",
"Publisher": "SEC",
"Name": "Exchange Act",
"Number": "240",
"Section": "15",
"Subsection": "d"
},
"r10": {
"role": "http://www.xbrl.org/2003/role/presentationRef",
"Publisher": "SEC",
"Name": "Exchange Act",
"Section": "14a",
"Number": "240",
"Subsection": "12"
},
"r11": {
"role": "http://www.xbrl.org/2003/role/presentationRef",
"Publisher": "SEC",
"Name": "Form 10-K",
"Number": "249",
"Section": "310"
},
"r12": {
"role": "http://www.xbrl.org/2003/role/presentationRef",
"Publisher": "SEC",
"Name": "Form 10-Q",
"Number": "240",
"Section": "308",
"Subsection": "a"
},
"r13": {
"role": "http://www.xbrl.org/2003/role/presentationRef",
"Publisher": "SEC",
"Name": "Form 20-F",
"Number": "249",
"Section": "220",
"Subsection": "f"
},
"r14": {
"role": "http://www.xbrl.org/2003/role/presentationRef",
"Publisher": "SEC",
"Name": "Form 40-F",
"Number": "249",
"Section": "240",
"Subsection": "f"
},
"r15": {
"role": "http://www.xbrl.org/2003/role/presentationRef",
"Publisher": "SEC",
"Name": "Forms 10-K, 10-Q, 20-F",
"Number": "240",
"Section": "13",
"Subsection": "a-1"
},
"r16": {
"role": "http://www.xbrl.org/2003/role/presentationRef",
"Publisher": "SEC",
"Name": "Regulation S-T",
"Number": "232",
"Section": "405"
},
"r17": {
"role": "http://www.xbrl.org/2003/role/presentationRef",
"Publisher": "SEC",
"Name": "Securities Act",
"Number": "230",
"Section": "405"
},
"r18": {
"role": "http://www.xbrl.org/2003/role/presentationRef",
"Publisher": "SEC",
"Name": "Securities Act",
"Number": "230",
"Section": "425"
},
"r19": {
"role": "http://www.xbrl.org/2003/role/presentationRef",
"Publisher": "SEC",
"Name": "Securities Act",
"Number": "7A",
"Section": "B",
"Subsection": "2"
}
}
}