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

FORM 8-K

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

Date of Report (Date of earliest event Reported): **March 4, 2025**

BioCorRx Inc.

(Exact name of registrant as specified in its charter)

Nevada	**000-54208**	**90-0967447**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

2390 East Orangewood Avenue, Suite 570
Anaheim, CA 92806
(Address of principal executive offices) (Zip Code)

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

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

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

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

Emerging growth company ☐

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

Item 1.01 Entry into a Material Definitive Agreement.

Asset Purchase Agreement

On March 4, 2025, BioCorRx Inc., a Nevada corporation (the "Company"), BioCorRx Pharmaceuticals, Inc. (the "Subsidiary"), a majority owned subsidiary of the Company, and USWM, LLC (the "Seller") entered into an Asset Purchase Agreement (the "APA"). The Seller does business as US WorldMeds.

Pursuant to the APA, the Subsidiary purchased certain assets and assumed certain liabilities related to Lucemyra, a U.S. Food and Drug Administration (the "FDA") approved prescription medication for opioid withdrawal. The upfront purchase price was $400,000 to be paid via Seller's retention, until such amounts equal $400,000 of fifty percent (50%) of the Net Sales (as defined in the APA) of Lucemyra and fifty percent (50%) of the Net Distributable Profits of the generic version of Lucemyra.

Securities Purchase Agreement

As a condition to the closing of the APA, the Company and the Seller entered into a Securities Purchase Agreement (the "SPA") whereby the Company, as part of the consideration paid to the Seller for the purchase of the assets, agreed to issue five hundred thousand (500,000) shares (the "Shares") of the Company's common stock, par value $0.001 per share (the "Common Stock") and to issue a warrant to the Seller for the purchase of five hundred thousand (500,000) shares of Common Stock (the "Warrant). The Warrant is exercisable for two years and has an exercise price of $1.00 per share.

The foregoing description of the APA, the SPA, and the Warrant does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the form of the APA, the SPA, and the Warrant, copies of which are attached hereto as Exhibit 10.1, Exhibit 10.2, and Exhibit 4.1, respectively, and incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

The applicable information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated by reference in this Item 3.02.

The Shares and the Warrant and the issuance of the shares of Common Stock underlying the Warrant upon the exercise of the Warrant have not been registered under the Securities Act of 1933, as amended (the "Securities Act") and are or will be, as the case may be, "restricted securities" as that term is defined by Rule 144 promulgated under the Securities Act.

The issuance of the Shares and the Warrant and the issuance of the shares of Common Stock underlying the Warrant upon the exercise of the Warrant (collectively, the "Securities") was made or will be made, as the case may be, in reliance on the exemption provided by Section 4(a)(2) of the Securities Act of 1933, as amended (the "Securities Act") for the offer and sale of securities not involving a public offering. The Company's reliance upon Section 4(a)(2) of the Securities Act in issuing the Securities was based upon the following factors: (a) the issuance of the Securities was an isolated private transaction by the Company which did not involve a public offering; (b) there was only one recipient; (c) there were no subsequent or contemporaneous public offerings of the Securities by the Company; (d) the Securities were not broken down into smaller denominations; (e) the negotiations for the issuance of the Securities took place directly between the Seller and the Company; and (f) the Seller is an accredited investor.

Item 8.01 Other Events.

On March 10, 2025, the Company issued a press release regarding the closing of the transactions pursuant to the parties' entrance into the APA and the SPA. A copy of the press release is filed as Exhibit 99.1 hereto and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) *Exhibits*.

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

Exhibit No.	Description
4.1	Form of Warrant
10.1*	Asset Purchase Agreement by and among BioCorRx Pharmaceuticals, Inc., BioCorRx Inc., and USWM, LLC, dated March 4, 2025
10.2	Securities Purchase Agreement by and between BioCorRx Inc. and USWM, LLC, dated March 4, 2025
99.1	Press Release dated March 10, 2025
104	Cover Page Interactive Data File (formatted as inline XBRL).

* Certain schedules and exhibits have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Company agrees to furnish a copy of such schedules and exhibits, or any sections thereof, to the SEC or its staff upon request. In addition, portions of this exhibit are redacted pursuant to Item 601(b)(10)(iv) of Regulation S-K. The Company agrees to promptly furnish supplementally an unredacted copy of the exhibit to the SEC or its staff upon 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.

BioCorRx Inc.

Date: March 11, 2025

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

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

BIOCORRX INC.

WARRANT FOR THE PURCHASE OF SHARES OF COMMON STOCK

No. 2025-001 500,000 Shares

This WARRANT FOR THE PURCHASE OF SHARES OF COMMON STOCK is made as of March 4, 2025 WHEREAS BioCorRx Inc., a Nevada corporation (the "Company"), with its principal office at 2390 E Orangewood Avenue, Suite 570, Anaheim, California 92806, and USWM, LLC, a Delaware limited liability company (collectively, the "Holder");

WHEREAS the Company and the Holder entered into a WARRANT FOR THE PURCHASE OF SHARES OF COMMON STOCK, dated as of March 4, 2025.

WHEREAS, this appropriately and fully states the intent and understanding of all parties and shall serve to clarify issues which have become known to the parties since the execution of the WARRANT FOR THE PURCHASE OF SHARES OF COMMON STOCK on March 4, 2025. It is acknowledged and agreed by all parties that terms stated herein shall fully supersede any and all prior agreements and/or understandings between parties whether written or oral.

WHEREAS the Company shall issue a Warrant in favor of the Holder pursuant to which the number of common shares that the Holder has the right to purchase equals 500,000; and

NOW, THEREFORE, FOR VALUE RECEIVED, the Company hereby certifies that the Holder, or its assigns (hereinafter referred to, collectively, as the "Holder" as the context requires), is entitled, subject to the provisions of this Warrant, to purchase from the Company, at any time before 5:00 p.m. (Pacific Time) on the expiration date of two (2) years following the execution of this Warrant dated as of March 4, 2027 (the "Expiration Date"), the number of fully paid and nonassessable Warrant Shares of the Company set forth above, subject to adjustment as hereinafter provided.

Holder may purchase such number of Warrant Shares at a purchase price per share of One Dollar ($1.00) (the "Exercise Price"). The term "Common Stock" shall mean the aforementioned Common Stock of the Company, together with any other equity securities that may be issued by the Company in addition thereto or in substitution therefor as provided herein.

Section 1. Exercise of Warrant.

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

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

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

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

Section 4. Assignment of Loss of Warrant.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 10. Registration Rights**.**

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

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

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

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

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

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

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

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

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

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

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

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

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

[remainder intentionally left blank; signatures on following page]

IN WITNESS WHEREOF, the Company has duly caused this Warrant to be signed by its duly authorized officer and to be dated as of March 4, 2025.

BIOCORRX INC.

By: _____
Name: Lourdes Felix
Title: Chief Executive Officer

ACCEPTED AND AGREED:

By: _____
[redacted]

PURCHASE FORM

Dated _____, 2025

The undersigned hereby elects:

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

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

The undersigned represents and warrants to BioCorRx Inc., a Nevada corporation, as of the date hereof the same statements with respect to the shares being acquired upon exercise of this warrant as are set forth in the Subscription Document dated _____, 2025, pursuant to which the above-referenced warrant was sold, regarding the securities purchased thereby.

Holder

By: _____

Print Name: _____

Title: _____

ASSIGNMENT FORM

Dated _____, 2025

FOR VALUE RECEIVED, _____ hereby sells, assigns and transfers unto

_____ (the "Assignee"),
(please type or print in block letters)

_____
(insert address)

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

Holder

By: _____

Print
Name: _____

Title: _____

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT, dated as of March 4, 2025 (the "Agreement"), between BioCorRx Pharmaceuticals, Inc., a Nevada corporation ("Buyer"), a majority-owned subsidiary of BioCorRx Inc. (as more specifically described herein, "Buyer's Parent"), and USWM, LLC, a Delaware limited liability company ("Seller").

RECITALS

A. Seller is engaged in the business of developing, manufacturing (whether by Seller or a Third Party), selling, marketing, distributing and commercializing the Product (as defined herein) at various locations (the "Business") and is the owner of the Purchased Assets (as defined herein).

B. Seller wishes to sell to Buyer, and Buyer wishes to purchase from Seller, the Purchased Assets (as defined herein), and in connection therewith Buyer is willing to assume the Assumed Liabilities (as defined herein), all upon the terms and subject to the conditions set forth herein.

AGREEMENT

In consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Definitions. As used in this Agreement, the following initially capitalized terms whether used in the singular or plural form, shall have the meanings set forth in this Section 1.1:

"Affiliate" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"AG Product" means the authorized generic version of the Branded Product for sale by [redacted]

"Assignment of Intellectual Property Agreement" means an instrument of assignment and assumption in the form attached hereto as Annex 5, pursuant to which Seller shall transfer to Buyer all of the Purchased Intellectual Property.

"Assumption Agreement" means an instrument of assignment and assumption in the form attached hereto as Annex 6, pursuant to which Seller shall assign to Buyer and Buyer shall assume the Assumed Liabilities.

"Branded Product" means the pharmaceutical product Lucemyra® (lofexidine hydrochloride) tablets approved pursuant to New Drug Application No. 209229.

"Bill of Sale" means a bill of sale in the form attached hereto as Annex 7, pursuant to which Seller shall transfer to Buyer all of the Purchased Assets (other than the Purchased Intellectual Property).

"Business Day" means any day except Saturday, Sunday or any other day on which commercial banks located in The City of New York are authorized or required by applicable Law to be closed for business.

"Buyer's Parent" means BioCorRx Inc., a Nevada corporation with a principal place of business at 2390 E. Orangewood Ave., Suite 570,Anaheim, CA 92806

"Calendar Quarter" means any consecutive three-month period commencing with January 1, April 1, July 1 or October 1.

"Commercially Reasonable Efforts" means, as to a Party, the reasonable, diligent and good faith efforts and resources normally used by a pharmaceutical company of comparable size and resources for a product owned by it or to which it has rights, which is of similar market potential at a similar stage in its product life, without regard to the particular circumstances of Party, including any other product opportunities of such Party and without regard to any payments owed by such Party to the other Party under this Agreement, but, notwithstanding the foregoing, shall take into account the competitiveness of the marketplace, applicable regulatory circumstances and the likelihood of success of commercialization. With respect to a Party, Commercially Reasonable Efforts will not in any event require that a Party take any action that would be reasonably likely to result in a breach of any other provision of this Agreement, or any other agreement between the Parties, or that the Party in good faith believes may violate any applicable Law.

"Disclosure Schedules" means the disclosure schedules delivered by Seller to Buyer concurrently with the execution and delivery of this Agreement attached hereto as Annex 10.

"Domain Names" means those domain names listed in Annex 1.

"Drug Substance" means the active pharmaceutical ingredient lofexidine hydrochloride contained in the Product.

"GAAP" means United States generally accepted accounting principles, consistently applied.

"Governmental Authority" means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority.

"Governmental Grants" means the governmental grants from the National Institute of Health and National Institute on Drug Abuse as set forth in Annex 4.

"Governmental Order" means any order, writ, judgment, injunction, decree, stipulation, determination, or award entered by or with any Governmental Authority.

"Inventory" means all stock of Drug Substance and/or Product that are primarily and specifically related to (and for use in), or necessary for use in, the Business and that are maintained, held, or stored by or on behalf of Seller and/or its Affiliates, as set forth in Annex 8.

"Know-How" means all existing and available technical information, know-how and data, including inventions (whether patentable or not), discoveries, trade secrets, package specifications, instructions, processes, formulae, reports and other technology and techniques, including all biological, chemical, pharmacological toxicological, pharmaceutical, physical and analytical, clinical safety, manufacturing and quality control, preclinical and clinical data to the extent relevant to the manufacture, registration, use or commercialization of the Product.

"Knowledge of Seller or Seller's Knowledge" or any other similar knowledge qualification, means the knowledge, after due inquiry, of those Persons listed on Schedule 1.1 of the Disclosure Schedules.

"Laws" means any and all statutes, ordinances, regulations or rules of any kind whatsoever and any and all requirements under permits, orders, decrees, judgments or directives and requirements of applicable Governmental Authorities, in each case pertaining to any of the activities contemplated by this Agreement

"Liabilities" means any and all debts, liabilities, responsibilities, commitments, expenses and obligations, of any nature or kind whether accrued or fixed, known or unknown, absolute or contingent, matured or not or determined or determinable, and whether due or to become due including with respect to product liability claims, and, more generally, any liability arising under any law, Action or governmental order and any liability arising under any contract or undertaking.

"Marketing Authorization" means the marketing authorization or equivalent regulatory approval for the Product listed in Annex 2.

"Marketing Authorization Data" means the accessible dossiers containing the relevant Know-How used to obtain and maintain the Marketing Authorization, in each case, that are owned by Seller and/or its Affiliates at the Closing Date.

"Net Distributable Profit" [redacted]

"Net Revenue" means, for any period of determination, all net revenue of the Product determined in accordance with GAAP.

"Net Sales" means, for any period of determination, the aggregate of the gross amounts invoiced or otherwise billed by or on behalf of Seller or, as applicable, Buyer (or its respective Affiliates, successors, licensees, licensee's sublicensees or assigns) ("Selling Party") for arm's length sales or other commercial disposition of the Branded Product to a third party purchaser, less the following to the extent related to the Product sold or disposed of and actually allowed, incurred, paid, accrued or specifically allocated or taken by the Selling Party during such period, and without duplication (collectively, "Net Sales Deductions"):

(a) normal and customary cash, trade, commercial, quantity or prompt settlement discounts (including chargebacks and allowances);

(b) credits or allowances taken by reason of rejection, returns or recalls of goods, rebates or bona fide price reductions;

(c) fees paid pursuant to any inventory management and distribution agreements provided that any such fees relate to the management and distribution of the Product consistently across all channels of trade;

(d) amounts written off by reason of uncollectible debt; provided that, if the debt is thereafter paid, the corresponding amount shall be added to the Net Sales of the period during which it is paid;

(e) insurance, freight, postage, shipping, warehousing, handling, and other transportation costs incurred by a Selling Party in shipping Product to a third party;

(f) customs duties, surcharges and other Governmental Authority charges incurred in connection with such sales of such Product; and

(g) import taxes, export taxes, excise taxes, sales tax, duties or other Governmental Authority charges or taxes levied on, absorbed or otherwise imposed on sale of such Product (which does not include income, withholding, or similar taxes) to the extent related to the invoiced Product, including value-added taxes, or other governmental charges otherwise measured by the billing amount, as adjusted for rebates and refunds, but specifically excluding taxes based on net income of the Selling Party.

Such Net Sales Deductions shall be determined from the books and records of the Selling Party, maintained in accordance with GAAP or such similar accounting principles, consistently applied by such Person across all of such Person's products. Net Sales will be calculated on an accrual basis.

"Payment Claims" means, to the extent related to the Product or the Business, any rebates, returns, and/or chargebacks, and without limiting the foregoing, includes prompt payment discounts, distribution service fees, and administrative fees charged by Product customers.

"Person" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

"Product" means the Branded Product and the AG Product being referred to together.

"Purchased Intellectual Property" means (i) the Trademarks, (ii) the Domain Names, and (iii) any Know-How, in each case, solely to the extent (i) exclusively related to, or necessary for, the development, manufacture, registration, use or commercialization of the Product and/or the Drug Substance and (ii) owned by and accessible to Seller and/or its Affiliates at the Closing Date.

"Representative" means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

"Sales Report" means a written report certified by an officer of Buyer showing each of: (a) gross Product revenue; (b) Net Revenue; (c) an itemized calculation of Net Revenue showing deductions from gross Product taken during each calendar month; and (d) Royalties payable for the Product during the reporting period. For the avoidance of doubt such written report shall also show details on the aforementioned (a) to (d) items for: (i) Buyer, its Affiliates and authorized sub-licensees; (ii) last Calendar Quarter and year to date data, for example, up to the last month of the last Calendar Quarter.

"Taxes" means all federal, state, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property, windfall profits, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

"Third Party Agreements" means the agreements existing at the Closing Date between Seller and/or any of its Affiliates, on the one hand, and Third Parties, on the other hand, that are identified in Annex 3.

"Trademarks" means the registered trademarks, and applications therefore as listed in Annex 1, including all goodwill associated therewith.

"Transaction Documents" mean, collectively, this Agreement and the Ancillary Agreements.

"Transition Services Agreement" means the transition services agreement to be negotiated and executed between the Parties within sixty (60) days of the Closing Date, pursuant to which the Seller will provide Buyer with certain services, in each case on a limited and transitional basis, in order to ensure an orderly transition of the Business from the Seller to the Buyer. Absent an mutual agreement between the parties, the fees in respective such services shall (i) equal the fully loaded internal costs of the respective service provider plus a fixed margin of ten percent (10%) and (ii) any third party costs incurred but not otherwise included shall be passed through, at cost, to Buyer with payments for same to be made concurrently with any payments for service fees.

ARTICLE II
PURCHASE AND SALE

Section 2.1 Purchase and Sale of the Assets. Upon the terms and subject to the conditions of this Agreement, at the Closing, Seller shall sell and deliver to Buyer all of Seller's right, title, ownership, and interest, direct or indirect, in and to the following enumerated assets, properties and rights of Seller, related to, used or held for use in connection with the Business, as the same shall exist on the Closing Date, other than the Excluded Assets (collectively, the "Purchased Assets") including but not limited to (a) the Marketing Authorization; (b) the Marketing Authorization Data; (c) the Purchased Intellectual Property; (d) the Third Party Agreements; (e) the Inventory; (f) the Product, (g) subject to Section 5.5, the Governmental Grants; and (h) all permits, licenses, consents, and authorizations owned or maintained by Seller which are specific to the Purchased Assets ("Permits") and all applications pending before any third party for the issuance of any Permits or the renewal thereof. For the avoidance of doubt, "Permits" do not include any permits, licenses, consents and authorizations owned or maintained by Seller which are either specific to Seller as a Person or otherwise indivisible, unassignable, or nontransferable to Buyer. There are no Permits that are material to Seller or the Business that Seller has not obtained. All Permits material to the conduct of the Business or uses of the Purchased Assets are in full force and effect. Seller is not in default, nor has it received any written notice of, nor is there, to Seller's Knowledge, any claim or threatened claim of default, with respect to any such Permit.

Section 2.2 Excluded Assets. Notwithstanding anything contained in Section 2.1 to the contrary, Seller is not selling, and Buyer is not purchasing, any of the following assets of Seller, all of which shall be retained by Seller (collectively, the "Excluded Assets"): (a) all of Seller's cash and cash equivalents; (b) all contracts that are not Third Party Agreements; (c) each of Seller's bank accounts; (d) all interest in or right to any refund of Taxes relating to the Business, the Purchased Assets or the Assumed Liabilities for, or applicable to, any taxable period (or portion thereof) ending on or prior to the Closing Date; (e) all rights in the name "US WorldMeds" or any variation or derivation of the foregoing, or any trademark, service mark, trade dress, logo, trade name or corporate name similar or related thereto (the "Retained Trade Names"); (f) the accounts receivable and the accounts payable including accruals, prepaid expenses and any cash or cash equivalents of Seller or any of its Affiliates relating to the Business, the Product or the Purchased Assets for the period prior to the Closing Date; (g) all real property or leaseholds (together with all fixtures and fittings related to any property), physical plant, machinery, equipment, motor vehicles or office equipment; (h) all rights, claims and causes of action relating to any Excluded Asset, any Excluded Liability or under Seller's insurance policies or self-insurance; (i) originals of any (i) books and records relating to internal corporate proceedings, tax records, work papers and books and records that Seller is required by applicable Law to retain; (ii) accounting records (including records relating to Taxes) and internal reports relating to the business activities of Seller that are not Purchased Assets; or (iii) Seller and/or its Affiliates are otherwise required to retain pursuant to any applicable Law; provided, however, that (x) Seller and its Affiliates, as applicable, shall provide copies (redacted to the extent necessary to remove any confidential information not related to the Business, Product or Drug Substance) of such books and records to the extent related to the Business, Product or Drug Substance, upon Buyer's reasonable request and (y) subject to (x) above, Seller and its Affiliates, as applicable, may destroy such books and records in accordance with their prevailing records retention procedures to the extent such books and records are no longer required to be retained by applicable Law; and (j) all rights of Seller under this Agreement and the Ancillary Agreements (as defined in Section 2.5).

Section 2.3 Assumed Liabilities. In connection with purchase and sale of the Purchased Assets pursuant to this Agreement, at the Closing, Buyer shall assume and agree to pay, perform and discharge when due any and all liabilities of Seller arising out of or relating to the Business or the Purchased Assets on or after the Closing, other than the Excluded Liabilities, including, without limitation, the following Liabilities and obligations (the "Assumed Liabilities"): (a) all Liabilities to make royalty, milestone or deferred payments or any other contingent payments to Third Parties accruing subsequent to the Closing in connection with the Business or the Product; (b) all Liabilities arising from product liability claims or from trademark infringement claims, actions or lawsuits brought by any Third Party relating to the Product or Drug Substance after the Closing Date in any country; (c) all Liabilities related to compliance with FDA post-market requirements; (d) all Liabilities to contract manufacturing organizations in respect of the manufacturing or production of the Drug Substance or the Product to be performed on or after, or in respect of periods following, the Closing; (e) all Liabilities of Seller under Third Party Agreements to be performed on or after, or in respect of periods following, the Closing; and (f) all Liabilities accruing under, arising out of or relating to the conduct or operation of the Business or the ownership or use of the Purchased Assets following the Closing Date.

Section 2.4 Excluded Liabilities. Subject to the provisions of this Agreement, Seller shall remain responsible for and pay, perform and discharge any and all Liabilities of Seller and/or its Affiliates accruing under, arising out of or relating to (i) any Excluded Asset and/or (ii) the conduct or operation of the Business or the ownership or use of the Purchased Assets before, or in respect of periods preceding, the Closing Date (the "Excluded Liabilities").

Section 2.5 Ancillary Agreements. On or prior to the Closing Date, Seller and Buyer shall execute, and file as necessary, such other documents as are (a) necessary to complete the transfer of the Purchased Assets to, and the assumption of the Assumed Liabilities by, Buyer, (b) otherwise necessary to complete the transactions contemplated hereby, and (c) reasonably requested by either party, including those documents listed on Annex 5, Annex 6, Annex 7 and Annex 9 (collectively, the "Ancillary Agreements") and such other document that do not conflict with any of a party's rights or obligations under this Agreement.

Section 2.6 Consideration.

(a) Upfront Purchase Price; Retention Mechanism. The upfront purchase price for the Purchased Assets and Assumed Liabilities shall total $400,000.00 (the "Upfront Purchase Price"). Buyer shall not make a direct cash payment at Closing. Instead, Seller shall retain an amount equal to (i) fifty percent (50%) of the Net Sales of the Branded Product, and (ii) fifty percent (50%) of Net Distributable Profits of the AG Product, until the aggregate amount of (i) and (ii) retained by Seller equals the Upfront Purchase Price. For the avoidance of doubt, the remittance of the remaining fifty percent (50%) of the Net Sales of the Branded Product and fifty percent (50%) of Net Distributable Profits of the AG Product shall be addressed via the DSA as described in Section 5.4. Seller shall provide Buyer with a written report within thirty (30) days after the end of each calendar month detailing (a) the Net Sales of the Branded Product, (b) the Net Distributable Profits of the AG Product, and (c) and the amount retained pursuant to this Section 2.6. Interest shall accrue on any outstanding amounts due on the Upfront Purchase Price from the Closing Date until the final payment date at a rate equal to five percent (5%) per annum.

(b) Royalty Payments. [redacted]

(c) Stock Consideration and Warrants. As additional consideration for the Purchased Assets and Assumed Liabilities, at Closing Buyer's Parent shall:

(i) issue to Seller five hundred thousand (500,000) shares of Buyer's Parent's common stock (the "Stock Consideration"), subject to customary adjustments for stock splits, dividends, or other capital events, and recapitalizations; and

(ii) issue to Seller five hundred thousand (500,000) warrants (the "Warrants"), each exercisable upon issuance for one share of Buyer's common stock at an exercise price of $1.00 per share, subject to customary adjustments for stock splits, dividends, or other capital events, and recapitalizations. The Warrants shall have a term of two (2) years from the date of issuance.

The Stock Consideration and the Warrants shall be issued pursuant to a securities purchase agreement in the form attached hereto as Annex 12 and in compliance with any and all applicable Laws.

(d) Taxes. Buyer shall bear any sales, use, transfer, value added or similar Tax imposed in any jurisdiction in connection with the transactions contemplated in this Agreement and shall make any corresponding tax declarations in any jurisdiction that may be required. Each Party shall be responsible for any Tax obligations of its own due to this Agreement (including income tax, capital gains tax and sales tax). Neither Party shall have any obligation towards the other Party in case the other Party fails to fully comply with its tax obligations. Seller and Buyer shall make all reasonable efforts to obtain relief or reduction of withholding tax under the applicable tax treaties, including but not limited to the submission or issuance of requisite forms and information. For all tax purposes, both Parties agree to report the transactions contemplated by this Agreement in a manner consistent with its terms and to not take any position inconsistent therewith in any tax return, refund claim, litigation, or otherwise.

Section 2.7 Closing. Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement shall take place at a closing (the "Closing") to be held electronically by exchange of documents and signatures (or their electronic counterparts) at 10:00 a.m., Eastern Time on February 28, 2025 or at such place or at such other time or on such other date as Seller and Buyer mutually may agree in writing. The date on which the Closing is to occur is herein referred to as the "Closing Date".

Section 2.8 Closing Deliverables.

(a) At the Closing, Seller shall deliver to Buyer the following: (i) the Purchased Assets; (ii) duly executed counterparts of the Ancillary Agreements; (iii) the Seller Closing Certificate; (iv) resolutions of Seller authorizing the transactions contemplated by the Transaction Documents; and, (v) any other documents or materials required to complete this transaction.

(b) At the Closing, Buyer shall deliver to Seller the following: (i) duly executed counterparts of the Ancillary Agreements; (ii) the Buyer Closing Certificate; (iii) resolutions of Buyer authorizing the transactions contemplated by the Transaction Documents; and, (iv) any other documents or materials required to complete this transaction.

Section 2.9 Non-assignable Assets.

(a) Notwithstanding anything to the contrary in this Agreement, and subject to the provisions of this Section 2.9, to the extent that the sale, assignment, transfer, conveyance or delivery, or attempted sale, assignment, transfer, conveyance or delivery, to Buyer of any Purchased Asset would result in a violation of applicable Law, or would require the consent, authorization, approval or waiver of a Person who is not a party to this Agreement or an Affiliate of a party to this Agreement (including any Governmental Authority), and such consent, authorization, approval or waiver shall not have been obtained prior to the Closing, this Agreement shall not constitute a sale, assignment, transfer, conveyance or delivery, or an attempted sale, assignment, transfer, conveyance or delivery, thereof; *provided, however*, that, the Closing shall occur notwithstanding the foregoing without any adjustment to the consideration pursuant to Section 2.6 on account thereof. Following the Closing, Seller and Buyer shall use commercially reasonable efforts, and shall cooperate with each other, to obtain any such required consent, authorization, approval or waiver, or any release, substitution or amendment required to assign all liabilities and obligations under any and all Third Party Agreements or other liabilities that constitute Assumed Liabilities or to obtain in writing the unconditional release of all parties to such arrangements, so that, in any case, Buyer shall be solely responsible for such liabilities and obligations from and after the Closing Date; provided, however, that neither Seller nor Buyer shall be required to pay any consideration therefor. Once such consent, authorization, approval, waiver, release, substitution or amendment is obtained, Seller shall sell, assign, transfer, convey and deliver to Buyer the relevant Purchased Asset to which such consent, authorization, approval, waiver, release, substitution or amendment relates for no additional consideration.

(b) To the extent that any Purchased Asset and/or Assumed Liability cannot be transferred to Buyer following the Closing pursuant to this Section 2.9, Buyer and Seller shall use commercially reasonable efforts to enter into such arrangements (such as sublicensing or subcontracting) to provide to the parties the economic and, to the extent permitted under applicable Law, operational equivalent of the transfer of such Purchased Asset and/or Assumed Liability to Buyer as of the Closing and the performance by Buyer of its obligations with respect thereto. Buyer shall, as agent or subcontractor for Seller pay, perform and discharge fully the liabilities and obligations of Seller thereunder from and after the Closing Date. To the extent permitted under applicable Law, Seller shall, at Buyer's expense, hold in trust for and pay to Buyer promptly upon receipt thereof, such Purchased Asset and all income, proceeds and other monies received by Seller to the extent related to such Purchased Asset in connection with the arrangements under this Section 2.9.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer as follows:

Section 3.1 Organization. Seller is a limited liability company duly organized, validly existing and in good standing under the laws of Delaware and has full corporate power and authority to own, lease and operate the Purchased Assets and to carry on the Business. Seller is duly qualified or licensed as a foreign corporation to do business, and is in good standing, in each jurisdiction where the ownership or operation of the Purchased Assets or the nature of the Business makes such qualification or licensing necessary, except as would not, individually or in the aggregate, have a material adverse effect on the Purchased Assets or the Business (a "Material Adverse Effect").

Section 3.2 Authority. Seller has full limited liability company power, and any necessary rights, title, ownership, interests and authority to execute, deliver and perform its obligations under this Agreement and each of the Ancillary Agreements. The execution, delivery and performance by Seller of this Agreement and each of the Ancillary Agreements, and the consummation of the transactions contemplated hereby and thereby, have been duly and validly authorized by all necessary limited liability company action on the part of Seller. This Agreement has been, and each of the Ancillary Agreements have been, duly executed and delivered by Seller, and is, and each of the Ancillary Agreements are, legal, valid, binding and enforceable upon and against Seller.

Section 3.3 No Conflict; Required Filings and Consents. The execution, delivery and performance by Seller of this Agreement and the Ancillary Agreements]and the consummation by Seller of the transactions contemplated hereby and thereby do not and will not (a) violate any provision of the certificate of formation or limited liability company agreement of Seller; (b) violate any federal, state or local statute, law, regulation, order, injunction or decree ("Law") applicable to Seller, the Business or the Purchased Assets; (c) conflict with, create a breach or default under, require any consent of or notice to or give to any third party any right of modification, acceleration or cancellation, or result in the creation of any Encumbrance (as defined below) upon any of the Purchased Assets pursuant to, any contract, agreement, license, permit or other instrument to which Seller is a party or by which Seller, the Business or any of the Purchased Assets may be bound, affected or benefited; or (d) allow the imposition of any fees or penalties or require the offering or making of any payment to a third party on the part of Seller or the Business.

Section 3.4 Material Third Party Agreements. Annex 3 lists all Third Party Agreements relating to the Business or the Purchased Assets that are material to the Business (each, a "Material Third Party Agreement"). Each Material Third Party Agreement is valid, binding and enforceable, and is in full force and effect. No party thereto is in default (with or without notice or lapse of time or both). Seller has delivered to Buyer true and complete copies of all Material Third Party Agreements, including any amendments thereto.

Section 3.5 Intellectual Property Matters.

(a) Schedule 3.5 of the Disclosure Schedules is a true, complete and correct list of all intellectual property registrations which form a part of the Purchased Intellectual Property (setting forth, for each intellectual property registration, the title, mark or design, applicable jurisdiction, owner, application or registration number, as applicable).

(b) Except as set forth on Schedule 3.5 of the Disclosure Schedules, Seller exclusively owns all right, title and interest in, or has the valid and binding right to use all of the Purchased Intellectual Property, free and clear of Encumbrances (except Permitted Encumbrances). Seller is and has been in compliance in all material respects with all applicable Laws and legal requirements applicable to Purchased Intellectual Property and the ownership, rights and use thereof by Seller.

Section 3.6 Brokers. No broker, finder or agent engaged by Seller will have any claim against Buyer for any fees or commissions in connection with the transactions contemplated by this Agreement based on arrangements made by or on behalf of Seller.

Section 3.7 Regulatory. To its Knowledge, neither Seller, nor any employee, agent or subcontractor of Seller, involved in the development and/or commercialization of the Drug Substance or the Product in the United States has been debarred under Subsection (a) or (b) of Section 306 of the Federal Food, Drug and Cosmetic Act (21 U.S.C. 335a); (ii) no Person who is Known by Seller to have been debarred under Subsection (a) or (b) of Section 306 of said Act was or is (as of the Closing Date) employed by Seller in the performance of any activities hereunder; and (iii) to the Knowledge of Seller, no Person on any of the FDA clinical investigator enforcement lists (including, but not limited to, the (1) Disqualified/Totally Restricted List, (2) Restricted List and (3) Adequate Assurances List) will participate in the performance of any activities hereunder.

Section 3.8 Except as otherwise set forth in Schedule 3.8 of the Disclosure Schedules, Seller has been at all times and is currently in compliance, in all material respects, with all applicable Laws regarding the Business and the use of the Purchased Assets. There is no pending or, to Seller's Knowledge, threatened allegations, claims, suits or investigations relating to Seller's violation of any Law. To Seller's Knowledge, there is no basis for such an allegation, claim, suit, or investigation and Seller has not been fined, penalized or other sanction imposed on Seller, and Seller has not been excluded or suspended from participation in any Health Care Program.

Section 3.9 Proceedings. There is no pending proceeding that has been commenced against Seller or the Purchased Assets that challenges, or may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the transactions contemplated hereby, and, to Seller's Knowledge, no such proceeding has been threatened.

Section 3.10 No Other Representations and Warranties. Except for the representations and warranties contained in this Article III (including the related portions of the Disclosure Schedules), neither Seller nor any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of Seller, including any representation or warranty as to the accuracy or completeness of any information regarding the Business and the Purchased Assets furnished or made available to Buyer and its Representatives (including any information, documents or material made available to Buyer, management presentations or in any other form in expectation of the transactions contemplated hereby) or as to the future revenue, profitability or success of the Business, or any representation or warranty arising from statute or otherwise in law.Buyer Investigation; Acknowledgements. Buyer acknowledges that it, its Affiliates and their respective Representatives have been permitted full access to the books and records, facilities, equipment, personnel, contracts and other properties and assets of the Purchased Assets, the Assumed Liabilities and the Business that it, its Affiliates and their respective Representatives have desired or requested to see and review, and that it, its Affiliates and their respective Representatives have had a full opportunity to meet with the officers and employees of Seller and its Affiliates to discuss the Purchased Assets, the Assumed Liabilities and the Business. Buyer acknowledges and agrees that (i) neither Seller nor any other Person has made any representation or warranty as to Seller, the Business, the Purchased Assets, the Assumed Liabilities or this Agreement, except as expressly set forth in this Agreement, (ii) no Person, shall have any claim (whether in warranty, contract, tort (including negligence, strict liability or innocent or negligent misrepresentation or misstatement) or otherwise) or right to indemnification (or otherwise) with respect to any information, documents or materials made available or otherwise furnished to or for Buyer, its Affiliates or their respective Representatives by Seller, any of its Affiliates, or any of their respective Representatives, including any financial projections or other statements regarding future performance, the "teaser" and "information package" regarding, among other things, the Product, provided to Buyer, its Affiliates or their respective Representatives and any other information, documents or materials, whether oral or written, made available to Buyer, its Affiliates or their respective Representatives in any data site, management presentation, break-out discussions, responses to questions submitted on behalf of Buyer, its Affiliates or their respective Representatives or otherwise furnished to Buyer, its Affiliates or their respective Representatives in any form in expectation of the transactions contemplated hereby, and (iii) and the Purchased Assets and Assumed Liabilities are being transferred on an "as -is, where is, with all faults" basis. Without limiting the foregoing, Buyer acknowledges and agrees that (a) neither Seller, nor its officers, directors, employees, stockholders, affiliates or Representatives have made or make any representation or warranty to Buyer with respect to any financial projection or forecast relating to the Product or the Purchased Assets, (b) the only warranties applicable to the Business are contained within Article III hereto, and (c) Seller, its Affiliates and its Representative hereby expressly disclaim, in each case, any representations or warranties, express or implied, oral or written, at law or in equity, relating to or in respect of (x) the operation of the Purchased Assets or the Business by Buyer after the Closing, (y) the probable success or profitability of any Purchased Assets or the Business or (z) any other matter with respect to the transactions contemplated hereby.

Section 3.11 Except as set forth inSchedule 3.11 of the Disclosure Schedules, Seller represents and warrants that all Purchased Assets are (a) in good operating condition and repair, normal wear and tear excepted; (b) are suitable for the uses intended therefor; (c) are free from material defects (patent and latent); and (d) have been maintained in accordance with customary industry practice.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller as follows:

Section 4.1 Organization. Buyer is a corporation duly organized, validly existing and in good standing under the laws of Nevada.

Section 4.2 Authority. Buyer has full corporate power and authority to execute, deliver and perform its obligations under this Agreement and each of the Ancillary Agreements. The execution, delivery and performance by Buyer of this Agreement and each of the Ancillary Agreements, and the consummation of the transactions contemplated hereby and thereby, have been duly and validly authorized by all necessary corporate action on the part of Buyer. This Agreement has been, and upon their execution each of the Ancillary Agreements have been, duly executed and delivered by Buyer, and is legal, valid, binding and enforceable upon and against Buyer.

Section 4.3 Required Filings and Consents. The execution, delivery and performance by Buyer of this Agreement and each of the Ancillary Agreements and the consummation by Buyer of the transactions contemplated hereby and thereby do not and will not require any consent or approval of, registration or filing with, or notice to any Governmental Authority.

Section 4.4 No Conflict. Neither the execution and delivery of this Agreement or the Ancillary Agreements nor the consummation or performance of any of the transactions contemplated hereby or thereby will (i) violate any provision of Buyer's, or its applicable Affiliate's, organizational documents; (ii) violate any applicable Laws applicable to Buyer, or its applicable Affiliate, or the transactions contemplated hereby; or (iii) result in the breach or violation of, or constitute a default under, any material contract or agreement to which Buyer, or its applicable Affiliate, is a party or by which Buyer, or its applicable Affiliate, may be bound, except in the case of clause (iii) for such violation, breach, or default which would not reasonably be expected to prevent, delay or otherwise interfere with the consummation or performance of any of the transactions contemplated hereby.

Section 4.5 Proceedings. There is no pending proceeding that has been commenced against Buyer that challenges, or may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the transactions contemplated hereby, and, to Buyer's knowledge, no such proceeding has been threatened.

Section 4.6 Regulatory. Neither Buyer, nor, to the actual knowledge of Buyer, any employee, agent or subcontractor of Buyer, involved or to be involved in the development and/or commercialization of the Drug Substance or the Product in the United States has been debarred under Subsection (a) or (b) of Section 306 of the Federal Food, Drug and Cosmetic Act (21 U.S.C. 335a); (ii) no Person who is known by Buyer to have been debarred under Subsection (a) or (b) of Section 306 of said Act will be employed by Buyer in the performance of any activities hereunder; and (iii) to the actual knowledge of Buyer, no Person on any of the FDA clinical investigator enforcement lists (including, but not limited to, the (1) Disqualified/Totally Restricted List, (2) Restricted List and (3) Adequate Assurances List) will participate in the performance of any activities hereunder.

Section 4.7 Brokers. No broker, finder or agent will have any claim against Seller for any fees or commissions in connection with the transactions contemplated by this Agreement based on arrangements made by or on behalf of Buyer.

ARTICLE V
COVENANTS

Section 5.1 Confidentiality. Each party shall, and shall cause its Affiliates and Representatives to, keep confidential for a period of not less than five (5) years the date of execution of this Agreement, disclose only to its respective Affiliates or Representatives and use only in connection with the transactions contemplated by this Agreement all information and data obtained by them from the other party or its respective Affiliates or Representatives relating to the Business or the transactions contemplated hereby (other than information or data that is or becomes available to the public other than as a result of a breach of this Section), unless disclosure of such information or data is required by applicable Law.

Section 5.2 Further Assurances. Each of the parties agrees to work diligently, expeditiously and in good faith to consummate the transactions contemplated by this Agreement. From time to time after the Closing Date, Seller shall execute and deliver to Buyer such instruments of sale, transfer, conveyance, assignment, consent, assurance, power of attorney, and other such instruments as may be reasonably requested by Buyer in order to vest in Buyer all right, title, and interest in and to the Purchased Assets and the Business. Buyer and Seller shall each provide the other with such assistance as reasonably may be requested by the other in connection with the transition of the Business and the preparation of any tax return, an audit or examination of any such return by any taxing authority or any judicial or administrative proceeding relating to liability for Taxes and shall each retain and provide the other with any records or other information which may be relevant to such a return, audit, examination or proceeding.

Section 5.3 Press Releases. Each Party hereto agrees not to issue, and shall cause its Affiliates, representatives and agents not to issue, any press release or other public statement disclosing the existence of, or relating to this Agreement, including without limitation its terms and substance, without the prior written consent of the other Party (not to be unreasonably denied, withheld or delayed); provided, however, that neither Party shall be prevented from complying with any duty of disclosure it may have under applicable Law (including stock market regulations), in which case the affected Party shall consult with the other Party and takes into account their reasonable requests in relation to the content of the relevant announcement before it is made

Section 5.4 Post-Closing Distribution Services; Third Party Agreements.

(a) Commencing on the execution of this Agreement, Buyer will exercise commercially reasonable efforts to promptly establish distribution channels for the Product for the period after the Closing Date. Following the execution of this Agreement, the parties will negotiate a definitive distribution services agreement (the "DSA") pursuant to which Seller will be engaged as a distributor of the Product on behalf of Buyer for a limited time after the Closing Date until Buyer has established such distribution channels. The DSA will be on commercially reasonable terms, and will (i) contain a detailed list of the specific services desired to be performed and (ii) include terms and conditions regarding the escrowing of necessary funds by Buyer in order to facilitate timely and full payment in respect of any Payment Claims.

(b) Where only part of a Third Party Agreement relates to the Product sold to Buyer under this Agreement or where such Third Party Agreement is not exclusively related to the Product including those Third Party Agreements listed in Annex 3, then nothing in this Agreement shall oblige Seller to assign such Third Party Agreement to Buyer and Seller shall remove the Product from the scope of the Third Party Agreement as soon as practicable after the Closing, unless otherwise agreed in writing between the Parties.

Section 5.5 Post-Closing Obligations; Governmental Grants. Following the Closing, each of the parties, acting and cooperating in good faith with the other Party, shall use their commercially reasonable efforts to deliver any notices or consents required by the FDA or other Governmental Authority with respect to the Marketing Authorization and the transfer thereof to Buyer. Notwithstanding Section 2.1 of this Agreement, the parties acknowledge and agree that the Governmental Grants will be transferred from the Buyer to the Seller and that such transfer may occur after Closing. Each of the parties agrees to work diligently, expeditiously and in good faith to consummate the transfer of the Governmental Grants contemplated by this Agreement. From time to time after the Closing Date, each party shall take such further actions necessary, including the execution and delivery to the other party such instruments of sale, transfer, conveyance, assignment, consent, assurance, power of attorney, and other such instruments as may be reasonably required in order to vest in Buyer all right, title, and interest in and to the Governmental Grants as the other party may request in order for the party to obtain and achieve its rights under this Agreement. Buyer and Seller shall each provide the other with such assistance as reasonably may be requested by the other in connection with the transition of the Governmental Grants.

Section 5.6 Use of Names; Inventory.

(a) Seller is not conveying ownership rights or granting Buyer or any Affiliate of Buyer a license (except as explicitly provided in Section 5.6(b) hereto) to use any of the Retained Trade Names or any trade name, trademark, service mark, logo or domain name incorporating the Retained Trade Names and, after the Closing, Buyer shall not use, or permit any Affiliate of Buyer to use, in any manner the names or marks of Seller or any Affiliate of Seller or any word that is similar in sound or appearance to such names or marks. In the event Buyer or any Affiliate of Buyer violates any of its obligations under this Section 5.6, Seller may proceed against it in law or in equity for such damages or other relief as a court may deem appropriate. Buyer acknowledges that a violation of this Section 5.6 may cause Seller and its Affiliates irreparable harm which may not be adequately compensated for by money damages. Buyer therefore agrees that in the event of any actual or threatened violation of this Section 5.6, Seller shall be entitled, in addition to other remedies that it may have, to a temporary restraining order and to preliminary and final injunctive relief against Buyer or such Affiliate of Buyer to prevent any violations of this Section 5.6.

(b) Subject to the terms and conditions of this Section 5.6(b) and for the duration set forth in Section 5.6(b)(i) (the "License Term"), Seller grants to Buyer a non-exclusive, non-transferrable, non-sublicensable (except to the extent required in connection with the Third Party Agreements), revocable, royalty-free, fully-paid up license in the United States of America under the licensed marks set forth on Annex 11 (the "Licensed Marks"), solely to market, offer for sale, sell, and/or commercialize the Inventory purchased hereunder (the "License").

(i) The License will terminate automatically, without action of any party, upon the earliest of (i) the Buyer's sale of all Inventory purchased hereunder and (ii) twelve (12) months from the Closing Date.

(ii) In promoting and selling the Inventory, Buyer shall comply with all applicable Laws including, without limitations the FDA's regulations and guidelines concerning the advertising and promotion of prescription drug products, promotional guidance from the FDA's Office of Prescription Drug Promotion, the PhRMA Code on Interactions with Healthcare Providers, the Prescription Drug Marketing Act of 1987, as amended, the rules and regulations promulgated thereunder and federal and state antikickback legal requirements, and legal requirements with respect to submission of false claims to governmental or private health care payors, which may be applicable to the promotion or sale of the Inventory. Buyer shall not do anything that may reasonably be expected to impair or diminish the value of the Licensed Marks. If either Party becomes aware of any claim or challenge to, the validity of the Licensed Marks, it shall promptly inform the other Party. Subject to Section 5.6(a), the License is personal to Buyer and may not be assigned by any act of Buyer or by operation of Law, except, in each case, with the prior written consent of Seller. Buyer agrees that Seller retains the right to use the Licensed Marks for any and all purposes.

(iii) After the Closing Date, without prejudice to the representations and warranties of Seller specifically contained in Article III, (X) Buyer shall bear sole responsibility for submitting to the FDA any promotional materials relating to the Inventory, as well as complying with all Law requirements applicable to the commercialization of the Inventory, and (Y) to the extent necessary, the parties shall take such further actions as may be reasonably required to notify the FDA, other Governmental Authorities, Product manufacturers and any third parties of the transactions effected by this Agreement, including providing notice that Buyer is the "responsible party" with respect to the Inventory and the Product following the Closing Date.

(iv) During the License Term, Seller shall refer any oral or written report concerning the possible failure of the Inventory to meet any of its specifications, such as quality, purity, quantity, weight, pharmacologic activity, labeling, identity or appearance (" Product Complaints") that it receives concerning the Inventory to Buyer as soon as reasonably practicable. All Product Complaints shall be directed to the attention of Buyer's customer service provider.

Section 5.7 Non-Disparagement. Each party hereby covenants and agrees that, from and after the Closing, it will not, directly or indirectly (on such party's own behalf, or as a partner, owner, principal, stockholder, member, proprietor, agent, officer, director, manager, employee, consultant, joint venturer, investor or in any other capacity), using reasonable judgment, should have reasonably known could disparage, defame or denigrate any the other party hereto, the Products, Purchased Assets, or any of its past, present, or future agents, officers, members, partners, equity holders, managers, directors, or employees, whether to the public, the media, any individual or to any other third party. Nothing in this Section 5.7 will prohibit either party from truthfully responding to any subpoena or otherwise truthfully responding when required by applicable Law.

ARTICLE VI
INDEMNIFICATION

Section 6.1 Indemnification by Seller. Seller shall save, defend, indemnify and hold harmless Buyer and its Affiliates and the respective Representatives, successors and assigns of each of the foregoing (as an "Indemnified Party") from and against any and all actions, losses, damages, liabilities, deficiencies, claims, interest, awards, fines, judgments, penalties, costs and expenses (including reasonable attorneys' fees, costs and other out-of-pocket expenses incurred in investigating, preparing or defending the foregoing) (hereinafter collectively, "Losses"), asserted against, incurred, sustained or suffered by any of the foregoing as a result of, arising out of or relating to: (a) any breach of any representation or warranty made by Seller contained in this Agreement or any Ancillary Agreement or any schedule, certificate or other document delivered pursuant hereto or thereto or in connection with the transactions contemplated hereby or thereby; (b) any breach of any covenant or agreement by Seller contained in this Agreement or any Ancillary Agreement; (c) any wilfull misconduct or negligent acts or omissions of Seller related to the Purchased Assets or this transaction prior to the Closing Date; (d) any failure to comply with any applicable Law by Seller; and/or (e) any of the Excluded Liabilities.

Section 6.2 Indemnification by Buyer. Buyer shall save, defend, indemnify and hold harmless Seller and its Affiliates and the respective Representatives, successors and assigns of each of the foregoing (as an "Indemnified Party") from and against any and all Losses asserted against, incurred, sustained or suffered by any of the foregoing as a result of, arising out of or relating to: (a) any breach of any representation or warranty made by Buyer contained in this Agreement or any Ancillary Agreement or any schedule, certificate or other document delivered pursuant hereto or thereto or in connection with the transactions contemplated hereby or thereby; (b) any breach of any covenant or agreement by Buyer contained in this Agreement or any Ancillary Agreement; (c) any wilfull misconduct or negligent acts or omissions of Buyer related to the Purchased Assets or this transaction after the Closing Date; (d) any failure to comply with any applicable Law by Buyer; and/or (e) any Assumed Liability.

Section 6.3 Survival of Representations and Warranties. The representations and warranties of Seller and Buyer contained in this Agreement and any schedule, certificate or other document delivered pursuant hereto or in connection with the transactions contemplated hereby shall survive the Closing until the date that is eighteen (18) months from the Closing Date; provided, however, that: (a) the representations and warranties set forth in Sections 3.1 and 4.1, Sections 3.2 and 4.2, and Section 3.3 and 4.3 are collectively referred to herein as the "Fundamental Representations"), and any representation in the case of fraud, intentional misrepresentation or intentional breach, shall survive the full period of all applicable statutes of limitations (giving effect to any waiver, mitigation or extension thereof); and (b) neither Seller nor Buyer shall have any liability whatsoever with respect to any such representations and warranties unless notice of a claim is given to the other party prior to the expiration of the survival period for such representation and warranty, in which case such representation and warranty shall survive as to such claim until such claim has been finally resolved, without the requirement of commencing any action in order to extend such survival period or preserve such claim.

Section 6.4 Procedures. An Indemnified Party shall give the indemnifying party prompt written notice (a "Claim Notice") of any Loss or discovery of facts on which an Indemnified Party intends to base a request for indemnification under Section 6.1 or Section 6.2. Each Claim Notice must contain a description of the claim and the nature and amount of the related Loss (to the extent that the nature and amount of the Loss are known at the time), and must also specify whether it arises as a result of a claim by any Person against the Indemnified Party (a "Third Party Claim") or whether the Claim Notice is asserted directly by the Indemnified Party. Indemnified Party shall furnish promptly to the indemnifying party copies of all papers and official documents received in respect of any Loss. All indemnification obligations in this Agreement are conditioned upon the Indemnified Party:

(a) delivering the Claim Notice and related documents under this Section 6.4, as promptly as practicable after the date on which the Indemnified Party becomes aware of the relevant event;

(b) allowing the indemnifying party, if such party requests, to undertake, conduct, and control, through reputable independent counsel of its own choosing, the defense, appeal or settlement of any Third Party Claim that is reasonably likely to give rise to an indemnification claim under Section 6.1 or Section 6.2;

(c) cooperating with the indemnifying party in the defense of any Third Party Claim and any related settlement negotiations; and

(d) not compromising or settling any Third Party Claim without prior written consent of the indemnifying party, which shall not be unreasonably withheld, conditioned, or delayed.

Section 6.5 Limitations. The liability of Seller to Buyer shall be limited as follows:

(a) if the aggregate of all amounts due pursuant to Section 6.1(a) does not exceed $50,000.00, provided that in case such $50,000.00 threshold is exceeded, Seller shall be liable only for the exceeding amount; and

(b) the maximum aggregate liability of Seller shall be limited to an amount equal to the Upfront Purchase Price.

(c) Notwithstanding the foregoing, the limitations of this Section 6.5 shall not apply with respect to amounts due with respect to the breach of a Fundamental Representation, fraud, intentional misrepresentation or intentional breach.

Section 6.6 Reductions. The Parties agree that:

(a) any amount to be paid by the indemnifying Party under Section 6.1 or Section 6.2 shall be reduced by the amount of any insurance or similar payment that the Indemnified Party has actually received from any third party in connection with the event giving rise to indemnification, provided that, in each case, the relevant claim shall be increased by (i) an amount equal to the amount of any reasonable and documented third party costs and expenses incurred by the Indemnified Party in seeking the payment of such amounts and (ii) the taxes for which the Indemnified Party is liable by reason of its receipt of such amounts;

(b) the Indemnified Party shall not be entitled to recover more than once in respect of any one matter giving rise to any claim for any Loss;

(c) in the calculation of any Loss no reference will be made to any multiples or ratios which the parties may have used for the purpose of determining the Upfront Purchase Price; and

(d) nothing in this Agreement shall restrict or limit the Indemnified Party's obligation to take reasonable action to mitigate any Loss which it may incur as consequence of any fact, matter or circumstance giving rise to any claim.

Section 6.7 Sole Remedy. After Closing, the indemnification provisions of Section 6.1 and Section 6.2 shall be the sole and exclusive remedies of the Indemnified Party for any Loss that the Indemnified Party may at any time suffer or incur, or become subject to, as a result of or in connection with any breach of any representation or warranty, undertaking or covenant contained in this Agreement (other than any injunctive or equitable relief allowed under other provisions of this Agreement).

Section 6.8 Right to Offset. Upon advance written notice to the indemnifying party, the Indemnified Party which is entitled to indemnification under this Article VI may offset any Loss against amounts otherwise payable to the indemnifying party or any Affiliate of such party, including without limitation, on the hand of the Buyer, any paid or payable Upfront Purchase Price or Royalty payment, and on the hand of the Seller, any amount payable to Buyer pursuant to the DSA. The exercise of such right of offset by either party hereto in good faith, whether or not ultimately determined to be justified, will not constitute an event of default under this Agreement or any other agreement. If after the Indemnified Party exercises such right of offset, a court having jurisdiction over the matter finally determines that such exercise of the Indemnified Party's offset rights was not justified, the Indemnified Party shall promptly repay any portion of the offset amount that is determined belongs to the indemnifying party. Neither the exercise of nor the failure to exercise such right of offset will constitute an election of remedies or limit the Indemnified Party in any manner in the enforcement of any other remedies that may be available to it.

ARTICLE VII
GENERAL PROVISIONS

Section 7.1 Fees and Expenses. Except as otherwise provided herein, all fees and expenses incurred in connection with or related to this Agreement and the Ancillary Agreements and the transactions contemplated hereby and thereby shall be paid by the party incurring such fees or expenses, whether or not such transactions are consummated. In any action to enforce this Agreement, the prevailing party will be entitled to receive an award of all its costs in such action including the costs of court filings, investigation, settlement, expert witnesses and reasonable attorneys' fees, together with all such reasonable additional costs incurred in collecting any award or judgment rendered.

Section 7.2 Amendment and Modification. This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed on behalf of each party.

Section 7.3 Waiver. No failure or delay of either party in exercising any right or remedy hereunder shall operate as a waiver thereof. Any such waiver by a party shall be valid only if set forth in writing by such party.

Section 1.1 Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly given if delivered personally or sent by email, overnight courier or registered or certified mail, postage prepaid, to the address set forth below, or to such other address as may be designated in writing by such party:

if to Buyer, to:

BioCorRx Pharmaceuticals Inc.
2390 E. Orangewood Ave., Ste 570
Anaheim, CA 92806
Attention: Lourdes Felix
E-mail: LF@biocorrx.com

if to Seller, to:

USWM, LLC
[redacted]

Section 7.4 Entire Agreement. This Agreement constitutes the entire agreement, and supersedes all prior written agreements, arrangements and understandings and all prior and contemporaneous oral agreements, arrangements and understandings between the parties with respect to the subject matter of this Agreement. No party to this Agreement shall have any legal obligation to enter into the transactions contemplated hereby unless and until this Agreement shall have been executed and delivered by each of the parties.

Section 7.5 Third-Party Beneficiaries. Except as provided in Article VI, nothing in this Agreement shall confer upon any Person other than the parties and their respective successors and permitted assigns any right of any nature.

Section 7.6 Governing Law. This Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware. Each of the parties waives any objection based on forum non conveniens and waives any objection to venue of any action instituted hereunder. Nothing in this paragraph shall affect the rights of the parties hereto to serve legal process in any other manner permitted by law.

Section 7.7 Assignment; Successors. This Agreement may not be assigned by either party without the prior written consent of the other party, not to be unreasonably withheld, except that either party may assign this Agreement to any of its respective Affiliates. Subject to the preceding sentence, this Agreement will be binding upon the parties and their respective successors and assigns.

Section 7.8 Severability. If any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable Law, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

Section 7.9 Waiver of Trial by Jury. EACH OF THE PARTIES WAIVES THE RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY PROCEEDING SEEKING ENFORCEMENT OF SUCH PARTY'S RIGHTS UNDER THIS AGREEMENT.

Section 7.10 Cooperation. In the event and for so long as either a party is actively contesting or defending against any matter in connection with (a) the Agreement, the Business, Purchased Intellectual Property, the Assumed Liabilities or the Purchased Assets, or (b) any fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act or transaction on or prior to the date hereof involving the Business, a party will reasonably cooperate with such other party and its counsel in the contest or defense, make available its representatives, and provide such testimony and access to its books and records as will be reasonably necessary in connection with the contest or defense, all at the sole cost and expense of the contesting or defending party (unless, and to the extent that, the contesting or defending party is entitled to indemnification therefor under this Agreement).

Section 7.11 Counterparts. This Agreement may be executed in counterparts (including facsimile and electronic transmission counterparts), all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Buyer, Buyer's Parent, and Seller have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

BioCorRx Pharmaceuticals, Inc.

By: _____
Name: Lourdes Felix
Title: President

BioCorRx Inc.

By: _____
Name: Lourdes Felix
Title: Chief Executive Officer

USWM, LLC

By: _____
[redacted]

[*Signature Page to Asset Purchase Agreement*]

Annex 1 Trademarks and Domain Names

Annex 2 Marketing Authorization

Annex 3 Third Party Agreements

Annex 4 Governmental Grants

Annex 5 Form of Assignment of Intellectual Property Agreement

Annex 6 Form of Assumption Agreement

Annex 7 Form of Bill of Sale

Annex 8 Inventory

Annex 9 Transition Services Agreement

Annex 10 Disclosure Schedules

Annex 11 Licensed Marks

Annex 12 Securities Purchase Agreement

Annex 1

Trademarks and Domain Names

Trademarks:

Grantor	Trademark	Reg. No.
USWM, LLC	LUCEMYRA	5,915,208
USWM, LLC	Lucemyra (stylized)	5,753,183
USWM, LLC	Luminate Support Program (stylized mark)	5,777,505

Domain Names:

[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]

Annex 2

Marketing Authorization

Country	MA #	Field
US	NDA 209229	The mitigation of opioid withdrawal symptoms to facilitate abrupt opioid discontinuation in adults.

Annex 3

Third Party Agreements

Material Third Party Agreements:

Non-Material Third Party Agreements:

LUCEMYRA Non-Material Contracts				
Other Party	**Agreement Type**	**Effective Date**	**Transaction Type(s)**	**Assignability**
[redacted]				

Annex 4

Governmental Grants

Grant Number	Project Title	Institution	CFDA	OC	PCC	Award Issue Date
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Annex 5

Form of Assignment of Intellectual Property Agreement

Annex 6

Form of Assumption Agreement

Annex 7

Form of Bill of Sale

Annex 8

Inventory

Annex 9

Transition Services Agreement

Annex 10

Disclosure Schedules

Annex 11

Licensed Marks

Mark	Filing Number
US WorldMeds	87/221,573
US WorldMeds (stylized logo)	87/221,576

Annex 12

Securities Purchase Agreement

EXHIBIT 10.2

SECURITIES PURCHASE AGREEMENT

This **SECURITIES PURCHASE AGREEMENT** (this "**Agreement**"), dated as of March 4, 2025, is entered into by and between BioCorRx Inc., a Nevada corporation, (the "**Company**") and USWM, LLC, a Delaware limited liability company ("**USWM**").

A. The Company, the Company's majority owned subsidiary, BioCorRx Pharmaceuticals, Inc., a Nevada corporation (the "**Subsidiary**") and USWM are entering into an Asset Purchase Agreement dated as of March 4, 2025, whereby the Subsidiary is purchasing certain assets from USWM (the "**Asset Purchase Agreement**").

B. As part of the consideration to be paid to USWM for the assets pursuant to the Asset Purchase Agreement, upon the terms and conditions stated in this Agreement, the Company has agreed to issue to USWM (a) five hundred thousand (500,000) shares (the "**Shares**") of the Company's common stock, par value $0.001 per share (the "**Common Stock**") and (b) a warrant to purchase five hundred thousand (500,000) shares of Common Stock with an exercise price of $1.00 per share and expiration date on the two year anniversary of the date of issuance (the "**Warrant**") in reliance upon the exemption from securities registration afforded by the rules and regulations as promulgated by the United States Securities and Exchange Commission (the "**SEC**") under the Securities Act of 1933, as amended (the "**1933 Act**").

NOW THEREFORE, the Company and USWM hereby agree as follows:

1. Purchase and Sale. On the Closing Date (as defined below), the Company shall issue and sell to USWM and USWM shall purchase from the Company the (i) the Shares and (ii) the Warrant (collectively, the "**Securities**").

1.1. Form of Payment. On March 4, 2025, USWM shall transfer the assets to the Subsidiary pursuant to the Asset Purchase Agreement and (ii) on the Closing Date, the Company shall deliver, or have its transfer agent deliver, as the case may be, the Securities, to USWM, against delivery of the assets to the Subsidiary.

1.2. Closing Date. The date and time of the issuance and sale of the Securities pursuant to this Agreement (the "**Closing Date**") shall be on or prior to March 14, 2025, or such other mutually agreed upon time. The closing of the transactions contemplated by this Agreement (the "**Closing**") shall occur on the Closing Date at such location as may be agreed to by the parties.

1.3. Business Day. The term "**Business Day**" means any day other than a Saturday, a Sunday or a legal holiday or a day on which banking institutions are authorized or obligated by law to close in New York, New York.

2. USWM's Investment Representations; Governing Law; Miscellaneous.

2.1 USWM's Investment Representations.

(a) USWM understands that the Securities are not registered under the 1933 Act, on the basis that the sale provided for in this Agreement and the issuance of securities hereunder is exempt from registration under the 1933 Act pursuant to Section 4(a)(2) thereof, and that the Company's reliance on such exemption is predicated on USWM's representations set forth herein. USWM realizes that the basis for the exemption may not be present if, notwithstanding such representations, USWM has in mind merely acquiring shares of the Securities for a fixed or determinable period in the future, or for a market rise, or for sale if the market does not rise. USWM does not have any such intention.

(b) USWM understands that the Securities may not be sold, transferred, or otherwise disposed of without registration under the 1933 Act or an exemption therefrom, and that in the absence of an effective registration statement covering the Securities or an available exemption from registration under the 1933 Act, the Stock must be held indefinitely. In particular, USWM is aware that the Securities may not be sold pursuant to Rule 144 or Rule 701 promulgated under the 1933 Act unless all of the conditions of the applicable Rules are met. Among the conditions for use of Rule 144 is the availability of current information to the public about the Company. USWM represents that, in the absence of an effective registration statement covering the Securities, it will sell, transfer, or otherwise dispose of the Securities only in a manner consistent with its representations set forth herein.

(c) USWM represents and warrants to the Company that it is an "accredited investor" within the meaning of Securities and Exchange Commission Rule 501 of Regulation D, as presently in effect and, for the purpose of Section 25102(f) of the California Corporations Code, he or she is excluded from the count of "purchasers" pursuant to Rule 260.102.13 thereunder.

2.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada without regard to principles of conflicts of laws. Any action brought by either party against the other concerning the transactions contemplated by this Agreement shall be brought only in the state courts of Nevada or in the federal courts located in Reno, Nevada. The parties to this Agreement hereby irrevocably waive any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon *forum non conveniens*. In the event that any provision of this Agreement or any other agreement delivered in connection herewith is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any such provision which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision of any agreement. Each party hereby irrevocably waives personal service of process and consents to process being served in any suit, action or proceeding in connection with this Agreement by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law. THE COMPANY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

2.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party.

2.4 Headings. The headings of this Agreement are for convenience of reference only and shall not form part of, or affect the interpretation of, this Agreement.

2.5 Severability. In the event that any provision of this Agreement is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any provision hereof which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision hereof.

2.6 Entire Agreement; Amendments. This Agreement and the instruments referenced herein contain the entire understanding of the parties with respect to the matters covered herein and therein and, except as specifically set forth herein or therein, neither the Company nor USWM makes any representation, warranty, covenant or undertaking with respect to such matters. No provision of this Agreement may be waived or amended other than by an instrument in writing signed by USWM.

2.7 Notices. Any notice required or permitted hereunder shall be given in writing (unless otherwise specified herein) and shall be deemed effectively given on the earliest of:

2.7.1 the date delivered, if delivered by personal delivery as against written receipt therefor or by e-mail to an executive officer, or by confirmed facsimile,

2.7.2 the fifth Business Day after deposit, postage prepaid, in the United States Postal Service by registered or certified mail, or

2.7.3 the third Business Day after mailing by domestic or international express courier, with delivery costs and fees prepaid, in each case, addressed to each of the other parties thereunto entitled at the following addresses (or at such other addresses as such party may designate by ten (10) calendar days' advance written notice similarly given to each of the other parties hereto):

If to the Company, to:

BioCorRx Inc.
2390 E. Orangewood Ave., Ste 570
Anaheim, CA 92806
Attention: Lourdes Felix
E-mail: LF@biocorrx.com

If to USWM:

[redacted]

2.8 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. Notwithstanding anything to the contrary herein, the rights, interests or obligations of the Company hereunder may not be assigned, by operation of law or otherwise, in whole or in part, by the Company without the prior written consent of USWM, which consent may be withheld at the sole discretion of USWM; *provided, however*, that in the case of a merger, sale of substantially all of the Company's assets or other corporate reorganization, USWM shall not unreasonably withhold, condition or delay such consent. This Agreement or any of the severable rights and obligations inuring to the benefit of or to be performed by USWM hereunder may be assigned by USWM to a third party, including its financing sources, in whole or in part.

2.9 Third Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

2.10 Survival. The agreements and covenants set forth in this Agreement shall survive the Closing hereunder notwithstanding any due diligence investigation conducted by or on behalf of USWM. The Company agrees to indemnify and hold harmless USWM and all its officers, directors, employees, attorneys, and agents for loss or damage arising as a result of or related to any breach or alleged breach by the Company of any of its representations, warranties and covenants set forth in this Agreement or any of its covenants and obligations under this Agreement, including advancement of expenses as they are incurred.

2.11 No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

2.12 Remedies. The Company acknowledges that a breach by it of its obligations hereunder will cause irreparable harm to USWM by vitiating the intent and purpose of the transaction contemplated hereby. Accordingly, the Company acknowledges that the remedy at law for a breach of its obligations under this Agreement will be inadequate and agrees, in the event of a breach or threatened breach by the Company of the provisions of this Agreement, that USWM shall be entitled, in addition to all other available remedies at law or in equity, and in addition to the penalties assessable herein, to an injunction or injunctions restraining, preventing or curing any breach of this Agreement and to enforce specifically the terms and provisions hereof, without the necessity of showing economic loss and without any bond or other security being required.

2.13 USWM's Rights and Remedies Cumulative. All rights, remedies, and powers conferred in this Agreement on USWM are cumulative and not exclusive of any other rights or remedies, and shall be in addition to every other right, power, and remedy that USWM may have, whether specifically granted in this Agreement, or existing at law, in equity, or by statute; and any and all such rights and remedies may be exercised from time to time and as often and in such order as USWM may deem expedient.

2.14 Ownership Limitation. If at any time after the Closing, USWM shall or would receive shares of Common Stock upon exercise of the Warrant, so that USWM would, together with other shares of Common Stock held by it or its Affiliates (as defined by 1933 Act Rule 405), own or beneficially own by virtue of such action or receipt of additional shares of Common Stock a number of shares exceeding 9.99% of the number of shares of Common Stock outstanding on such date (the "**Maximum Percentage**"), the Company shall not be obligated and shall not issue to USWM shares of Common Stock which would exceed the Maximum Percentage, but only until such time as the Maximum Percentage would no longer be exceeded by any such receipt of shares of Common Stock by USWM. The foregoing limitations are enforceable, unconditional and non-waivable and shall apply to all Affiliates and assigns of USWM.

2.15 No Shorting. For so long as Investor holds any securities of Company, neither USWM nor any of its Affiliates will engage in or effect, directly or indirectly, any short sale of the Common Stock.

2.16 Attorneys' Fees and Cost of Collection. In the event of any action at law or in equity to enforce or interpret the terms of this Agreement, the parties agree that the prevailing party shall be entitled to an additional award of the full amount of the attorneys' fees and expenses paid by such prevailing party in connection with the litigation and/or dispute without reduction or apportionment based upon the individual claims or defenses giving rise to the fees and expenses. Nothing herein shall restrict or impair a court's power to award fees and expenses for frivolous or bad faith pleading.

[Remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the undersigned USWM and the Company have caused this Agreement to be duly executed as of the date first above written.

THE COMPANY:

BioCorRx Inc.

By: _____
Lourdes Felix
Chief Executive Officer

USWM, LLC

By: _____
Name: Title:

BioCorRx Pharmaceuticals Inc. announces that it has acquired LUCEMYRA® (lofexidine), an FDA-Approved Opioid Withdrawal Medication, from USWM, LLC

ANAHEIM, CA & Louisville, KY, March 10, 2025 – BioCorRx Inc. (OTCQB: BICX) (the "Company"), a developer and provider of innovative treatment programs for substance abuse and related disorders and USWM LLC, a specialty pharmaceutical company dedicated to addressing unmet medical needs, today announced that the Company's subsidiary BioCorRx Pharmaceuticals Inc., entered into a definitive agreement to acquire LUCEMYRA (lofexidine), a U.S. Food and Drug Administration (FDA) approved prescription medication for opioid withdrawal from USWM, LLC.

LUCEMYRA is the first and only non-opioid medication approved by the FDA to mitigate opioid withdrawal symptoms, providing critical relief for patients undergoing opioid detoxification. BioCorRx Pharmaceuticals Inc. projects LUCEMYRA to continue generating meaningful sales, positioning it as a key asset in BioCorRx Pharmaceutical Inc.'s expanding product line and represents its first FDA approved commercialized product.

Under the general terms of the agreement, USWM, LLC will retain a portion of future sales up to a capped amount in lieu of a direct cash payment at closing, BioCorRx Pharmaceuticals will pay a low single digit royalty to USWM, LLC, and USWM, LLC will receive shares of common stock and warrants from BioCorRx Inc.

Lourdes Felix, CEO, CFO, and Director of BioCorRx Inc., and President, and Chairman of BioCorRx Pharmaceuticals Inc., commented: "This acquisition represents a significant milestone as we expand our addiction treatment offerings. LUCEMYRA provides a critical solution for patients experiencing opioid withdrawal, and we are excited to integrate it into our portfolio. We believe this strategic move will drive revenue growth and reinforce our commitment to combating the opioid crisis. Acquiring LUCEMYRA aligns with our mission to deliver innovative, non-opioid treatment solutions. By leveraging our expertise in behavioral health and our strong network of treatment centers, we aim to expand LUCEMYRA's market presence and improve access to opioid withdrawal treatment for those who need it most. Additionally, we believe that this acquisition will generate positive cash flow as we further develop our product pipeline and take the necessary steps to bring BICX104 to regulatory/FDA approval".

P. Breckinridge Jones, Sr., CEO of USWM LLC, stated, "We are proud of the impact LUCEMYRA has had in helping patients manage opioid withdrawal symptoms. Finding the right partner to continue its legacy was important to us, and BioCorRx's deep commitment to addiction treatment makes them an ideal fit. We look forward to working together through this transition and seeing the continued success of LUCEMYRA under BioCorRx's leadership."

About BioCorRx Inc.

BioCorRx Inc. (OTCQB: BICX) is an addiction treatment solutions company offering a unique approach to the treatment of substance use and other related disorders. Beat Addiction Recovery is a substance use disorder recovery program that typically includes BioCorRx's proprietary Cognitive Behavioral Therapy (CBT) modules along with peer support via mobile app along with medication prescribed by an independent treating physician under their discretion. The UnCraveRx® Weight Loss Program is also a medication-assisted weight loss program that includes access to concierge on-demand wellness specialists: nutritionists, fitness experts, and personal support from behavioral experts, please visit www.uncraverx.com for more information on UnCraveRx®. The Company also controls BioCorRx Pharmaceuticals Inc., a clinical-stage drug development subsidiary currently seeking FDA approval for BICX104, an implantable naltrexone pellet for the treatment of alcohol and opioid use disorders. For more information on BICX and its subsidiary pipeline, please visit www.BioCorRx.com.

About USWM LLC

USWM LLC is a privately held specialty pharmaceutical company that develops, licenses, and markets unique healthcare products designed to improve the lives of patients with challenging conditions and unmet medical needs. More information on USWM LLC can be found at www.usworldmeds.com.

About LUCEMYRA (lofexidine)
LUCEMYRA (lofexidine), an oral tablet, is a central alpha 2-adrenergic agonist that reduces the release of norepinephrine to suppress the neurochemical surge that produces opioid withdrawal. It is indicated for mitigation of opioid withdrawal symptoms to facilitate abrupt opioid discontinuation in adults. In clinical trials, LUCEMYRA reduced the severity of withdrawal symptoms compared to placebo, as reported by patients experiencing opioid withdrawal. LUCEMYRA is administered A orally for up to 14 days, with dosing guided by symptoms. LUCEMYRA should be discontinued with gradual dose reduction over two to four days. The most common adverse reactions are orthostatic hypotension, bradycardia, hypotension, dizziness, somnolence, sedation, and dry mouth.

About Opioid Withdrawal Opioids lower norepinephrine, a brain chemical that supports vital functions like respiration and consciousness. With continued opioid use, the brain establishes a new equilibrium by increasing compensatory norepinephrine production in order to maintain normal functioning. When opioids are removed, or the dose is significantly reduced, the brain's increased norepinephrine levels are no longer offset by the presence of the opioids. This results in a norepinephrine surge that produces the acute symptoms of withdrawal.

Forward-Looking Statements

This press release contains forward-looking statements. These forward-looking statements generally are identified by the words "believe," "project," "estimate," "become," "plan," "will," and similar expressions. These forward-looking statements involve known and unknown. risks as well as uncertainties. Although the Company believes that its expectations are based on reasonable assumptions, the actual results that the Company may achieve may differ materially from any forward-looking statements, which reflect the opinions of the management of the Company only as of the date hereof.

Important Safety Information

What is LUCEMYRA?
LUCEMYRA is a non-opioid prescription medicine used in adults to help with the symptoms of opioid withdrawal that may happen when you stop taking an opioid suddenly. LUCEMYRA will not completely prevent the symptoms of opioid withdrawal and is not a treatment for opioid use disorder.

Important Safety Information
LUCEMYRA can cause serious side effects, including low blood pressure, slow heart rate, and fainting. Watch for symptoms of low blood pressure or heart rate, including dizziness, lightheadedness, or feeling faint at rest or when quickly standing up; if you experience these symptoms, call your healthcare provider right away and do not take your next dose of LUCEMYRA until you have talked to your healthcare provider. Avoid becoming dehydrated or overheated and be careful not to stand up too suddenly from lying or sitting, as these may increase your risk of low blood pressure and fainting. When your treatment is complete, you will need to stop taking LUCEMYRA gradually, or your blood pressure could increase. After a period of not using opioid drugs, you can become more sensitive to the effects of opioids if you start using them again. This may increase your risk of overdose and death. Before taking LUCEMYRA, tell your healthcare provider about all your medical conditions, including if you have low blood pressure, slow heart rate, any heart problems including history of heart attack or a condition called long QT syndrome, liver or kidney problems, or if you drink alcohol. Tell your healthcare provider if you are pregnant, plan on becoming pregnant, or are breastfeeding; it is not known if LUCEMYRA can harm your unborn baby or whether LUCEMYRA passes into your breast milk. Especially tell your healthcare provider if you take benzodiazepines, barbiturates, tranquilizers, or sleeping pills, as taking these with LUCEMYRA can cause serious side effects. The most common side effects of LUCEMYRA include low blood pressure or symptoms of low blood pressure such as lightheadedness, slow heart rate, dizziness, sleepiness, and dry mouth. **To report SUSPECTED ADVERSE REACTIONS or product complaints, contact US WorldMeds at 1-833-LUCEMYRA. You may also report SUSPECTED ADVERSE REACTIONS to the FDA at 1-800-FDA-1088 or www.fda.gov/medwatch.**

Click here to see full Prescribing Information.

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