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) May 6, 2014

eWELLNESS HEALTHCARE CORPORATION

(Exact name of registrant as specified in its charter)

Nevada	**26-1607874**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
11825 Major Street, Culver City, California	**90230**
(Address of principal executive offices)	(Zip Code)

(310) 915-9700
(Registrant's telephone number, including area code)

Dignyte, Inc.
605 W Knox Rd., Suite 202, Tempe AZ, 85284
(Former name or former address, if changed since last report)

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

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

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

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

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

CAUTIONARY NOTICE REGARDING FORWARD-LOOKING STATEMENTS

This Current Report on Form 8-K ("Form 8-K") and other reports filed by the Registrant (collectively the "Filings") from time to time with the Securities and Exchange Commission (the "SEC") contain or may contain forward-looking statements and information that are based upon beliefs of, and information currently available to, the Registrant's management as well as estimates and assumptions made by the Registrant's management. When used in the filings the words "anticipate," "believe," "estimate," "expect," "future," "intend," "plan," "may," "will," or the negative of these terms and similar expressions as they relate to the Registrant or the Registrant's management identify forward-looking statements. Such statements reflect the current view of the Registrant with respect to future events and are subject to risks, uncertainties, assumptions and other factors (including the risks contained in the section of this report entitled "Risk Factors") relating to the Registrant's industry, the Registrant's operations and results of operations and any businesses that may be acquired by the Registrant. Should one or more of these risks or uncertainties materialize, or should the underlying assumptions prove incorrect, actual results may differ significantly from those anticipated, believed, estimated, expected, intended or planned.

Although the Registrant believes that the expectations reflected in the forward-looking statements are reasonable, the Registrant cannot guarantee future results, levels of activity, performance or achievements. Except as required by applicable law, including the securities laws of the United States, the Registrant does not intend to update any of the forward-looking statements to conform these statements to actual results. The following discussion should be read in conjunction with the financial statements of eWellness Corporation and pro forma financial statements and the related notes filed with this Form 8-K, the financial statements of the Registrant for the year ended December 31, 2013, which are included in the Registrant's Annual Report on Form 10-K, filed with the SEC on March 5, 2014.

Unless otherwise indicated, in this Form 8-K, for periods following the Merger, references to "we," "our," "us," the "Company" or the "Registrant" refer to eWellness Healthcare Corporation., a Nevada corporation, and its wholly owned subsidiary eWellness Corporation, a private Nevada corporation.

All share amounts and share prices set forth herein been adjusted to give effect to the Share Exchange.

Item 1.01 Entry into a Material Definitive Agreement.

As disclosed in the Current Report on form 8-K that eWellness Healthcare Corporation (f/k/a Dignyte, Inc.), (the "Company", "we", "us", "our") filed on April 11, 2014, we entered into a share exchange agreement (the "Initial Exchange Agreement") pursuant to which we agreed to issue, 9,200,000 shares of our unregistered common stock, $.001 par value (the "common stock") to the shareholders of eWellness Corporation, a Nevada corporation ("eWellness"). In addition, our former chief executive officer agreed to tender 5,000,000 shares of common stock back to the Company for cancellation and also to assign from his holdings an additional 2,500,000 shares to the shareholders of eWellness Corporation resulting in a total of 11,700,000 shares owned by those shareholders, as well as a further assignment of an additional 2,100,000 shares to other parties as stated therein. There were no warrants, options or other equity instruments issued in connection with the share exchange agreement.

The closing of the Initial Exchange Agreement was conditioned upon certain, limited customary representations and warranties, as well as, among other things, our compliance with Rule 419 ("Rule 419) of Regulation C under the Securities Act of 1933, as amended and the consent of our shareholders as required under Rule 419. However, Rule 419 required that the share exchange transaction (the "Share Exchange") contemplated by the Initial Exchange Agreement occur on or before March 18, 2014. Accordingly, after numerous discussions with management and eWellness, the parties entered into an Amended and Restated Share Exchange Agreement (the "Share Exchange Agreement") to reflect a revised business combination structure, pursuant to which we would: (i) file a registration statement on Form 8-A ("Form 8A") to register our common stock pursuant to Section 12(g) of the Exchange Act, which we did on May 1, 2014 and (ii) seek to convert the participants of the 419 transaction into participants of a similarly termed private offering (the "Converted Offering"). We also agreed to change our name to eWellness Healthcare Corporation to more accurately reflect our new business and operations after the Share Exchange, which occurred and is effective as of April 25, 2014.

As the parties satisfied all of the closing conditions, on April 30, 2014, we closed the Share Exchange. As a result, eWellness is now our wholly owned subsidiary and its shareholders own approximately 76.97% of the our issued and outstanding common stock, after giving effect to the cancellation of 5,000,000 shares of our common stock held by Andreas A. McRobbie-Johnson, our former chief executive officer and the further assignment of his shares of common stock as described therein.

Prior to the execution and delivery of the Share Exchange Agreement, the board of directors of Dignyte, Inc. approved the Share Exchange and the transactions contemplated thereby. Similarly, the board of directors of eWellness approved the Share Exchange. On April 25, 2014, immediately prior to the execution and delivery of the Share Exchange Agreement, Dignyte amended its certificate of incorporation to change its corporate name from "Dignyte, Inc." to "eWellness Healthcare Corporation."

The Share Exchange closed concurrently with the execution and delivery of the Share Exchange Agreement. Reference is hereby made to Item 2.01 regarding the completion of the Share Exchange.

As used in this Current Report on Form 8-K, all references to the "Combined Company" refer to Dignyte, Inc. (renamed eWellness Healthcare Corporation) and its wholly owned subsidiary: eWellness Corporation.

Following the Share Exchange, we have abandoned our prior business plan and we are now pursuing eWellness's historical businesses and proposed businesses. eWellness is in the initial phase of developing a unique telemedicine platform that offers Distance Monitored Physical Therapy Programs ("DMpt") to pre-diabetic, cardiac and health challenged patients, through contracted physician practices and healthcare systems specifically designed to help prevent patients that are pre-diabetic from becoming diabetic. Our historical business and operations will continue independently.

The foregoing description of the Share Exchange Agreement does not purport to be complete and is qualified in its entirety by the Share Exchange Agreement, a copy of which is attached to this Current Report on Form 8-K as Exhibit 10.1 which is incorporated herein by reference.

Accounting Treatment of the Merger

For financial reporting purposes, the Share Exchange represents a "reverse merger" rather than a business combination and eWellness is deemed to be the accounting acquirer in the transaction. The Share Exchange is being accounted for as a reverse-merger and recapitalization. eWellness is the acquirer for financial reporting purposes and the Company (eWellness Healthcare Corporation, formerly known as Dignyte, Inc.) is the acquired company. Consequently, the assets and liabilities and the operations that will be reflected in the historical financial statements prior to the Share Exchange will be those of eWellness and will be recorded at the historical cost basis of eWellness, and the consolidated financial statements after completion of the Share Exchange will include the assets and liabilities of the Company and eWellness, and the historical operations of eWellness and operations of the Combined Company from the closing date of the Share Exchange.

Item 2.01 Completion of Acquisition or Disposition of Assets.

The Merger and Related Transactions

As described in Item 1.01 above, on April 30, 2014, the Company and eWellness closed the Share Exchange. eWellness is an early-stage Los Angeles based privately held Nevada corporation that provides a unique telemedicine platform that offers DMpt to pre-diabetic, cardiac and health challenged patients, through contracted physician practices and healthcare systems. The following sets forth information about the agreements and events relating to the Share Exchange.

Tax Treatment and Small Business

The Share Exchange is intended to constitute a tax free reorganization within the meaning of the Internal Revenue Code of 1986. Following the Share Exchange, the Combined Company continues to be a "smaller reporting company," as defined in Item 10(f)(1) of Regulation S-K, as promulgated by the SEC.

FORM 10 INFORMATION

Prior to the Share Exchange, we were a public reporting "shell company," as defined in Rule 12b-2 of the Securities Exchange Act of 1934, as amended and the rules and regulations promulgated thereunder ("Exchange Act"). Accordingly, pursuant to the requirements of Item 2.01(f) of Form 8-K, set forth below is the information that would be required if we were filing a general form for registration of securities on Form 10 under the Exchange Act for our common stock, which is the only class of our securities subject to the reporting requirements of Section 13 or Section 15(d) of the Exchange Act upon consummation of the Share Exchange.

Appointment of Director

Immediately after the effective time of the Share Exchange, our sole director, Andreas McRobbie-Johnson resigned from such position and the following persons were appointed to our Board: Douglas MacLellan (Chairman), Darwin Fogt, Curtis Hollister, David Markowski and Douglas Cole.

Appointment of Executive Officers

Immediately after the effective time of the Share Exchange Mr. McRobbie-Johnson and Mrs. Donna Moore resigned from their respective positions as our CEO/President and CFO, respectively and the following persons were appointed as our executive officers: Mr. Fogt as our President and Chief Executive Officer, David Markowski as our Chief Financial Officer, Secretary and Treasurer, and Curtis Hollister as our Chief Technology Officer.

Corporate Headquarters

In connection with the closing of the Share Exchange, our corporate headquarters shall now be 11825 Major Street, Culver City, California, 90230.

Additional information regarding the officers and directors listed above is contained below in " *Directors and Officers*".

BUSINESS

eWellness was incorporated in Nevada in May 2013. eWellness is an early-stage Los Angeles based privately held corporation that will provide a unique telemedicine platform that offers Distance Monitored Physical Therapy Programs to pre-diabetic, cardiac and health challenged patients, through contracted physician practices and healthcare systems.

Our Distance Monitored Physical Therapy ("DMpt") program, including: design, testing, exercise intervention, follow-up, and exercise demonstration, has been developed by accomplished Los Angeles based physical therapist Darwin Fogt. Mr. Fogt has extensive experience and education working with diverse populations from professional athletes to morbidly obese. He understands the most beneficial exercise prescription to achieve optimal results and has had great success in motivating all patient types to stay consistent in working toward their goals. Additionally, his methods have proven effective and safe as he demonstrates exercises with attention to proper form to avoid injury. Mr. Fogt has established himself as a national leader in his field and has successfully implemented progressive solutions to delivering physical therapy. He has bridged the gap between physical therapy and fitness by opening Evolution Fitness, which uses licensed physical therapists to teach high intensity circuit training fitness classes. He also founded one of the first exclusive prenatal and postnatal physical therapy clinic in the country . Mr. Fogt is a leader in advancing the profession to incorporate research-based methods and focus on, not only rehabilitation but also wellness, functional fitness, performance, and prevention. He is able to recognize that the national healthcare structure (federal and private insurance) is moving toward a model of prevention and that the physical therapy profession will take a larger role in providing wellness services to patients.

As of the date of this Report, our initial service contract covers the New York City and northern New Jersey tri-borough area (19.8 million people), the most populated region in the United States. We are first to market with an innovative Distance Monitored Physical Therapy Telemedicine Program that has been specifically designed to help prevent pre-diabetic patients from becoming diabetic. Our program combines in-office direct-contact physical therapy evaluations, re-evaluations and physical performance testing with an on-line telemedicine exercise program. This business model allows us to bill for traditional in-office patient visits and for our telemedicine exercise program sessions. We also offer to enroll our patients in a no-cost online healthy living nutrition and meal planning platform developed by the American Diabetes Association.

We compete against typical brick and mortar physical therapy practices that are limited significantly by the number of patients that can be seen in an 8 hour shift. The national average is approximately 16 patients per day per Physical Therapist ("PT") or PT assistant ("PTA"). Our PTs and PTAs are anticipated to average approximately 137 patients per day. We anticipate being able to deliver up to 850% more patient volume per PT and PTA.

Before completing the Share Exchange, we accomplished the following:

- **Pre-development planning and product design commenced: August, 2012.**
- **Executed Supply and Distribution agreement with Millennium Healthcare, Inc. ("MHI"): May, 2013.**
- **Finalized design of our Cloud based VPN & patient monitoring system: September, 2013.**
- **Finalized design and scripting of initial 26 exercise videos: August, 2013.**
- **Executed human resources contract with ExecuSearch in NYC: October, 2013.**
- **Finalized the development of our insurance reimbursement policy: November, 2013.**
- **Executed DMpt licensing agreement with an Ontario Canada based telemedicine company: December, 2013.**

Now that we closed the Share Exchange, assuming we have sufficient capital, our immediate plans for the next six months include:

- **Cloud-based system engineering and testing planned in second quarter of 2014.**
- **Planned Initial PT & PTA hiring and the opening of our NYC monitoring offices: by August 1, 2014.**
- **Planned DMpt program launch at selected MHI physician practices: August, 2014.**

Now that the Share Exchange is complete, upon receipt of at least an additional $1,200,000, we anticipate becoming profitable by the fourth quarter of fiscal 2014 at a run rate of at least 194 new patients per week. According to our business model, this profitability can be accomplished with only 8 patient intake locations and 1,735 patients within the program, after projecting a 52% attrition rate. We are fully aware that the growth that we are projecting is significant. However, we have a strategic relationship with MHI - described below - which offers a potential patient based beyond our projected growth.

Our Partnership with Millennium Healthcare, Inc. On May 24, 2013, we entered into an exclusive 25 year Supply and Distribution agreement with Millennium Healthcare, Inc. ("MHI") covering the following 14 states **:** Maine, New Hampshire, Massachusetts, Rhode Island, Connecticut, New York, New Jersey, Delaware, Maryland, Virginia, North Carolina, South Carolina, Georgia and Florida. Under the agreement, eWellness agrees to provide its DMpt program to MHI affiliated physicians within the terms of the Agreement. MHI will market the eWellness DMpt and agrees to assist in managing the insurance reimbursement to eWellness for PT evaluations, te-evaluations and physical tests that would be performed by eWellness staff that will be located at selected MHI facilities. eWellness will be charged a 20% billing fee by MHI for marketing the DMpt Program and assisting in the processing of insurance reimbursement for eWellness. (See also, "Certain Relationships and Related Transactions" below.

About Millennium HealthCare, Inc. MHI, through its wholly owned operating subsidiaries provide primary care physician practices, physician groups and healthcare facilities of all sizes with cutting edge medical devices focused primarily on preventive care through early detection. MHI currently provides their services to 70 medical group offices in New York City and approximately 130 in Northern New Jersey. There are over 400 individual physicians in these various practices and these physicians have approximately 75,000 patient visits per week. Approximately 20 percent of those patient visits are re-ccurring visits. Over 90 percent of the physicians are general practitioners. Over 50 percent of the MHI patients are pre-diabetic, diabetic or have coronary issues. These patients are the target market for our DMpt program. MHI has plans to expand into an additional 12 states including: Maine, New Hampshire, Massachusetts, Rhode Island, Connecticut, Delaware, Maryland, Virginia, North Carolina, Georgia and Florida. The Company also provides advanced billing and coding services and practice development and management services specializing in cardiology. Millennium Medical Devices ("MMD") targets partnerships with medical device companies that provide innovative medical devices that are cost effective, utilize cutting edge technology and are FDA approved. The devices MMD distributes have been selected due to their ability to detect medical issues early with a positive medical outcome. All of the products the company distributes are reimbursable. Millennium Coding & Billing offers all aspects of medical billing along with medical diagnosis and procedure coding and training for ICD-10. Millennium's Clinical Documentation Improvement Program Services include concurrent and retrospective CDI Reviews, DRG Validation Services and secure remote and on-site coding. Millennium Vascular Management Group offers physician practice development and management services to AMB- SURG facilities and physician practices with a focus on vascular disorders.

Why our DMpt Program is so valuable and important. Our DMpt program has been specifically designed to help prevent patients that are pre-diabetic from becoming diabetic. Our DMpt program promotes a healthy lifestyle through wellness exercises. Our initial services and business plan is specifically built around a partnership with MHI. The 400- plus MHI physicians currently see approximately 75,000 patients per week in over 200 practices in metropolitan New York and Northern New Jersey. A majority of the MHI patients are pre- diabetic with some coronary issues and are sedentary.

According to information released on March 25, 2011 by the New York State Department of Health - Division of Chronic Disease and Injury Prevention:

- Between 1999 and 2009, the prevalence of diagnosed diabetes in adults in New York State increased from 5.7 percent to 8.9 percent. During the same years, the prevalence of obesity in adults increased from 17.4 percent to 24.6 percent.

- Because obesity is a leading risk factor for diabetes, the increase in obesity prevalence translates to nearly one million additional New Yorkers being at higher risk for developing diabetes.

- The total cost of diabetes in New York State was estimated to be $12.9 billion in 2007 (the most recent information given by the NY State Health Department), including $8.7 billion in diabetes-related medical expenditures and $4.2 billion attributed to lost productivity costs.

- New York State ranks second among states in adult obesity-related medical expenditures, with total spending estimated at nearly $7.6 billion.

- The risk of developing diabetes can be reduced by 58 percent in adults diagnosed with pre-diabetes through programs that modify eating and physical activity and helping adults achieve and maintain modest weight loss of 5-7 percent.

- Estimated number of people on Long Island who have diabetes: 208,000.

- Estimated number of people on Long Island who have pre-diabetes: 540,000.

- People in New York State who have been diagnosed with diabetes: 1.1 million.

- People in New York State who have pre-diabetes: 4 million.

- People in New Jersey State who have pre-diabetes: 1 million.

eWellness DMpt Program Cost Savings for the Insurance Industry. Diabetes is not only common and serious; it is also a very costly disease. The cost of treating diabetes is staggering. According to the American Diabetes Association, the annual cost of diabetes in medical expenses and lost productivity rose from $98 billion in 1997 to $132 billion in 2002 and to $174 billion in 2007. The American Diabetes Association released new research on March 6, 2013 estimating the total costs of diagnosed diabetes have risen to $245 billion in 2012 from $174 billion in 2007, when the cost was last examined. This figure represents a 41 percent increase over a five year period. The average yearly health care costs for a person without diabetes is $2,560; for a person with diabetes, that figure soars to $11,744 or an increase of $9,184 per year. Over a 25-year period this figure increases to $229,600. Much of the human and financial costs can be avoided with proven diabetes prevention and management steps. Our 6-month DMpt program has a simple goal of preventing pre-diabetics from becoming diabetic. As an example of the magnitude of potential savings, based upon successfully taking 10,000 patients through our program and lowering their BMI and weight and significantly improving their wellness, the cost savings to the insurance industry could be significant. For every 10,000 patients that do not become diabetic, it would create a savings of approximately $2.296 billion over a 25-year period or $91.84 million per year. The program costs to insurers for those 10,000 patients would have otherwise been approximately $17.82 million.

The DMpt Exercise Program

A Monitored In-office & Telemedicine Exercise Program: Our 6-month DMpt exercise program has been designed to provide patients, who are accepted into the program, with traditional one-on-one PT evaluations, ee-evaluations (every two to four weeks throughout the DMpt program depending on type of insurance), and at the conclusion of the program a Physical Performance Test. These PTs are known as Induction & Evaluation Physical Therapists ("IEPTs"). All patient medical data, information and records are retained in the files of the IEPT. The IEPT will also evaluate the progress of the patient's participation in our DMpt program.

- **Physician Diagnosis:** Following a physician's diagnosis of a patient with non-acute back pain, who is also likely overweight and pre-diabetic, a physician may prescribe the patient to participate in the eWellness DMpt exercise program.

- **Enrollment Process:** The accepted patients are assessed by our in-office PTs and PTAs, located at selected MHI physician offices and then enrolled in our DMpt program by going online to our DMpt program virtual private network ("VPN") and creating a login name and password. The patient will then populate their calendar with planned times when they anticipate exercising. They will also be provided with a free exercise ball, resistance stretch bands, stretch strap and yoga mat - all fulfilled and delivered through Amazon.com.

- **Exercising Begins:** The day after the patient receives the equipment, the patient will log on to our VPN at least 3 times per week, to watch and follow the prescribed 40 minute on-line exercise program. The DMpt platform also allows two-way communication (videoconferencing) with one of our On-line Physical Therapists ("OLPT's"), who is responsible for monitoring on-line patients. The OLPT's are also available to answer patient's questions. When available the patients exercise sessions are recorded and stored in our system as proof that they completed the prescribed exercises. There are 26 various 40-minute exercise videos that are viewed by our patients in successive order.

- **Open 6am-9pm 7 days per week:** Our DMpt system has a calendar function so that patients can schedule when they will login to our DMpt system. This calendar enables us to better spread the load of patients participating in any forty-minute on-line exercise program during our 15 hours of daily operations, 6am through 9pm 7 days per week. Also, if the patient is not on-line at the planned exercise time, our system can send them an automated reminder, via text, voicemail and or e-mail messaging.

Trackable Physical Therapy. The exercise DMpt prescription and instruction will be delivered with a series of on-line videos easily accessed by each patient on the internet. Each video will be 40 minutes in length with exercises, which will specifically address the common impairments associated with diabetes and/or obesity. Exercise programs will be able to be performed within each patient's own home or work location without requiring standard gym equipment. Each patient will be required to log in to the system with will monitor performance automatically in order to ensure their compliance. Each patient will be required to follow up with their referring physician and PT at designated intervals and metrics such as blood pressure, blood sugars, BMI, etc. will be recorded to ensure success of the program.

Patient Program Goals. On average each patient is targeted to lose 2 pounds per week, totaling up to 48 pounds over the duration of the program to progress toward healthier defined BMI, reduction body fat percentage by at least 8%, reduced reliance on medication for blood glucose regulation and dosage or frequency and a goal of at least a 50% adherence to continuing the DMpt program independently at conclusion of program.

Trackable Video Exercise Program. The On-Line DMpt video content will include all aspects of wellness preventative care to ensure the best results: cardiovascular training, resistance training, flexibility, and balance and stabilization; research studies on all such distinct impairments have shown to provide effective treatment results. Each video will integrate each of the four components to guarantee a comprehensive approach to the wellness program, but each video will specifically highlight one of the four components. All of our DMpt video content will be fully mobile application compliant and are also available on all desktops, tablets, PC's and MAC computers and devices. Multiple DMpt exercise videos will be shot to improve adherence to the program and limit redundancy for the patients. Our plan is to recruit recognizable athletes and celebrities to participate as subjects in the videos to improve interest for the patients and improve compliance.

Specific Video Programs. Each MHI patient would receive a prescription for six months (26 week) of physical therapy and exercise that is provided by viewing on-line programs produced by eWellness where the patient can do these exercises and stretching on their own at least 3 days per week for at least 40 minutes. The DMpt videos can be watched on a smart phone, I-pad or desktop computer. In order to view the videos the patient would log onto the eWellness web-site and would be directed to watch the appropriate video in sequence. As the patient is logged-in, eWellness will be able to monitor how often and if the entire video session was viewed. This data would be captured and sent weekly to the prescribing MHI physician and eWellness PT for review. At all times, a licensed OLPT/PTA will have access to each patient utilizing the videos and will be able to communicate with a patient via video-conferencing and/or instant messaging. This will help improve adherence to the program as well as the success and safety of the patients' treatments. A patient will also be instructed to walk or ride a bike at least 30 minutes three days per week in addition to participating in our program.

If the patient is not viewing the videos, then the prescribing MHI physician and/or the eWellness PT would reach out to the patient by telephone and/or e-mail to encourage the patient to keep up their physical fitness regime. After each series the patient returns for an office visit to MHI for blood tests, blood pressure and a weight management check- up as well as a follow-up visit with the PT for assessment of the patient's progress toward established goals.

Exercise Patient Kits. Each patient will receive free of charge a home exercise tool kit, which will include: an inflatable exercise ball, a hand pump, a yoga mat, a yoga strap, and varying levels of resistance bands. Each of the DMpt exercise videos will include exercises that incorporate the items in the tool kit. By using a bare minimum of equipment, patients should be able to participate more easily at home or at their workplace. The estimated cost of the kit is $49, which we have factored in to our revenue stream and projections.

Program Partnership Economics. PT evaluations, re-evaluations and physical performance test will be performed by the eWellness staff located at selected MHI facilities. MHI will charge eWellness a 20% fee on received reimbursements from insurance companies to eWellness for assisting in processing the insurance reimbursement and providing marketing services. MHI would also receive a 10% equity interest in the Company, based upon delivering incremental patient billing of a total of $1 million. (Please see "Certain Relationships and Related Transactions" below.)

Patient Ramp Rate: Most patients are pre-diabetic, with some cardiac issues and/or are diabetic and are sedentary. It is anticipated that we would be in a position to begin seeing patients in August 2014. It is anticipated that in week number one, we will have at least 5 PTs and PTAs processing up to 525 patients per week. Each month beginning in August 2014, based upon demand, we will plan to add two additional MHI physician practices per month over the three-year business plan. During the first 90 days of operations we anticipate for cash flow purposes, we will be able to finance 80% of our accounts payable for an approximate cost of up to 10% on each dollar borrowed for the 60-120 day period it takes to be reimbursed by insurance companies.

Our Cloud-based DMpt System Design. Our CTO and co-founder Curtis Hollister operates two video content platform based businesses in Ottawa Canada: ripplefire.com and socialpixels.tv. They have already developed approximately 80% of our DMpt platform components, rules and systems. The remaining efforts to build-out our cloud-based platform will be completed by August 2014 with a planned launch in August 2014. Our platform will be built based on the Zendesk® highly-scalable customer service application platform. Initially, all system maintenance, updates and upgrades will be made by Mr. Hollister's team in Ottawa.

Text based Patient Engagement Protocol & Engagement Tools. We intend on using text based messaging to assist in continuous patient engagement in order to improve on our patient program drop-out rate, which is anticipated to be 50%, spread-out over the 6-month program. eWellness' Text based Patient Engagement Protocol will initially include:

- Exercise reminder after 3 minutes past the anticipated start time, if the patient is not logged into our exercise system at the time noted in their patient calendar.
- Daily meal suggestions for breakfast, lunch and dinner to be sent out daily at 5:30am, 11:00am and 5:00pm.
- Four hours after a patient has watched an exercise video, each will be asked how they feel: more energy, less energy, tired, in pain?
- Remind patients on days off days to fit in cardio that day by riding a bike, walking and taking the stairs for at least 30 minutes.
- Recommend for the more advanced patients to have them add up to 100 squats per day to their work out. Remind them daily in the morning and then ask them in the afternoon if they did the squats.

Follow-on Program. Upon conclusion of the prescribed exercise prescription, each successful patient shall be given the option of continuing to have access to the library of videos for continued independent progression for a nominal fee of $29.95 per year. New video content with exercises specifically designed for the assigned population prescribed and demonstrated by a licensed PT will be filmed to maintain interest in the exercises among the viewing audience.

Treatment & Reimbursement Strategy. We have formulated a treatment and reimbursement strategy that eliminates 80% of our reimbursement risk associated with billing for telemedicine sessions. After thoroughly reviewing our DMpt program with MHI, it is clear that our initial operations will be highly focused on in-office physical therapy patient visits rather than telemedicine sessions. In fact, we now anticipate that telemedicine visits will only account for approximately 20% of total billing in year one. We have developed three new DMpt Program Reimbursement Plans that allow us to provide our program to all patients that have insurance.

MHI Installs Vasoscan™ Cardiovascular Assessment Test in selected Physician Groups. VasoScan™ determines the coronary health of at-risk patients in approximately three minutes. It also assesses the ability of the circulatory system to tolerate emotional and physical stresses. The test utilizes a proprietary algorithm to measure a biomarker called Pulse Wave Velocity. MHI has an exclusive right to market this product in the United States. Patients with elevated VasoScan™ scores will be good candidates for our DMpt program. eWellness plans to locate its IEPTs, PTs and PTAs at MHI physician offices that are already using the VasoScan™ diagnostic equipment. Currently approximately 100 MHI physician groups are using the VasoScan ™ equipment.

VasoScan™ is an FDA cleared, non-invasive device that provides a reproducible assessment of arterial elasticity and stiffness which determines plaque levels in the arterial walls. Plaque buildup in the arteries can inhibit blood flow and could lead to stroke and heart attack. The cholesterol plaques of atherosclerosis are the primary cause of heart attacks, strokes, and peripheral arterial disease. These conditions together are called cardiovascular disease.

MHI Physican Collaboration Process. MHI acts as our marketing department to its various physicians. Early in 2013, MHI's internal physician guidance members reviewed our proposed DMpt program and provided us and MHI with a verbal "Thumbs-up" in support of program. This then led MHI and eWellness to draft and execute our 25-year services distribution agreement.

Beginning in late July 2014, we anticipate beginning the process of directly pitching various MHI physician group about the value proposition of our DMpt program. Physicians have very limited free time so our pitch will be limited to less than 30 minutes. We will be focusing on practices that have had good success with the VasoScan™ testing product.

We will provide each participating physician with market-value rent for one of their treatment room's on a monthly basis, to house one of our PTs and PTAs. Our onsite team will induct patients into our program and complete ongoing assessments of patients as they proceed through our 6-month program.

Additionally, each patient who is participating in our DMpt program is required to return to the physical office location at monthly or bi-monthly intervals (depending on the type of health insurance plan), at which time they may also have a follow-up office visit with their physician. This represents at least 5 additional in-office visits for each patient.

Physicians can confidently prescribe the eWellness program to qualified patients and be sure that those patients are receiving the best guidance and support with respect to physical activity and diet in order to reduce their risk factors associated with diabetes and obesity. The remote-based treatments also represent additional opportunities for each patient to perform preventative biometric screening which may have been prescribed by the physician and be reimbursable.

The physician will only need to sign a prescription for the physical therapy for qualified patients in order for them to become enrolled into the eWellness DMpt program. The physician is not responsible for any additional paperwork or treatment.

OLPT Physical Therapy Operational Assumptions. 4 teams with 1 OLPT and 4 PTs, totaling 20 professionals per shift: two shifts per day or 40 professionals plus 4 operational managers 5 days per week. On weekends, we will be staffing the same shifts without operational managers. As a patient requests a video conference, that patient is switched over to the OLPT for any answers to questions. The patient will continue to be monitored for the remainder of the session by the OLPT.

Based upon discussions with various healthcare professionals, the most active work out times are between 6:00am and 9:00am (40%), 9:00am to 4:00pm (25%) and 4:00pm to 8:00pm (30%) and 8:00pm to 6:00am (5%). We will also know through our calendar what times the patient has selected for his/her the work outs, which will also be a guide to staffing. We will need to try to drive patients into open slots in our OLPT/PTA schedule. We will need to develop two OLPT shifts throughout the day. Initial service hours will be from 6:00am to 9:00pm (15 hours per day), 7-days per week. Accordingly, there will be a total of 21 various work shifts per week. All time listed are EST.

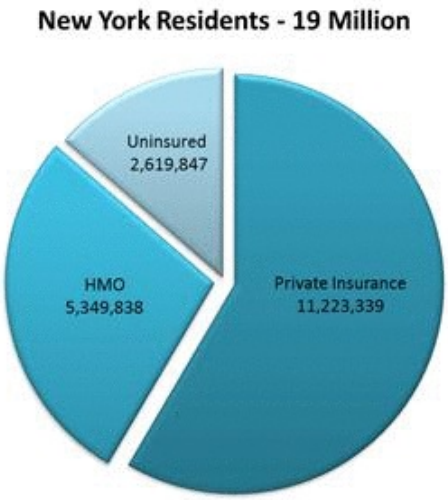
OLPT/PTA Activities Shifts. Team 1: 5:45am - 1:45pm. OLPT teams include a PT and 4 PTAs for monitoring patients; each team takes staggered bathroom breaks and lunch breaks so that we always have three teams operational plus completing and processing patient on-line paperwork for all on-line patient sessions and billing; Team 2's shift starts at 1:30pm and ends at 9:00pm.

Each OLPT/PTA team member thus has a total of approximately 5 hours or 300 minutes of on-line time equating to a total of 7.5 40 minute sessions with 25 patients per session. With a maximum theoretical per day patient load of 187.5 patients. We may need to cut off patient adds to the OLPT/PTA when they are 40 minutes from a break period, which would reduce the theoretical maximum patients per day closer to 137 per day per OLPT/PTA. With 8 OLPT/PTA teams over 15 operational hours at maximum capacity we will be able to process a theoretical per day patient load of 4,383 patients per day or 30,688 per week.

Initiation of eWellness Services at MHI's Facilities. It is anticipated that eWellness will be in a position to begin seeing patients at MHI facilities by August 2014. It is anticipated that in week number one, we will ramp up to at least 5 induction PT's and assistance PT's located at MHI physician practices that are capable of processing at least 525 patients per week. In order to grow our business, each month beginning in August 2014, we anticipate adding an additional two PTs and PTAs to MHI physician practices over the initial three-year business development. During the first 90 days of operations we anticipate for cash flow purposes, we will be able to finance 80% of our accounts receivable for the approximate cost of up to 10% on each dollar borrowed for the 60-120 day period it takes to be reimbursed by insurance companies.

Insurance/Reimbursement

New York Medical Statistics. According to the Kaiser Family Foundation Private and Public Health Insurance Markets, after an era of consolidation in New York and nationally, four health plans, Excellus, Empire BlueCross BlueShield, Oxford Health Plans/UnitedHealthcare, and Health Insurance Plan of New York/Group Health Incorporated (HIP/GHI) — collected nearly two-thirds of all patient premiums. Empire is a leader in commercial enrollment, with solid enrollment among public employees, but is not a player in New York's largest public programs. Oxford/UnitedHealthcare is active in both public and private markets, as is Excellus. HIP/GHI, also known as "EmblemHealth" since the two companies affiliated under a common board in 2006, have a strong public program enrollment, but much of its commercial enrollment is concentrated among public employees.



New York Insurance Companies & Reimbursement Policies for Telemedicine. There are 16 health insurance companies operating in the New York market. Approximately 61.3 percent of New York insured patients are insured by one of the four major insurance companies noted below. The other 12 insurance companies cover 38.7 percent of the market. Of these four insurers two firms (Empire Blue Cross and Excellus Blue Cross), which are 30.8 percent of the market currently allow for Physical Therapy Telemedicine Reimbursement. The other two firms (United Healthcare and WellCare), which are 30.5 percent of the market will need to be approached to accept our DMpt program.

For patients whose insurance companies provide little or no reimbursement for Physical Therapy Telemedicine Reimbursement, they will have higher co-payments for our services.

New Jersey Insurance Companies & Reimbursement Policies for Telemedicine . There are 3 health insurance companies operating in the New Jersey market including: AmeriHealth New Jersey, Horizon Blue Cross Blue Shield of New Jersey and United Healthcare Oxford of New Jersey. Of these three insurers, only one firm - Horizon Blue Cross Blue Shield of New Jersey, which insures approximately 45% of the market - currently allows for Physical Therapy Telemedicine Reimbursement. The other two firms will need to be approached to accept our DMpt program.

Telemedicine Physical Therapy Reimbursement: We anticipate having significant patient data on the value of monitored patients verses non-monitored patients after the initial 6-months of running our DMpt Program and we suspect this data will show that active monitoring significantly improves outcomes. Thus, we believe that private insurers and Medicare/Medicaid will start reimbursing for our telemedicine visits some time in year two. Accordingly, in year one 20% of gross revenues will be telemedicine reimbursements, year two 30% and year 3 up to 60%. Additional revenue in year 1 will come from patients whose insurance does not cover telemedicine, but who want to be monitored and pays the $49 per month fee. Based on our understanding of this industry and the current and anticipated state of medical insurance and reimbursement, we have based our projections on the belief that approximately 5% of the patients whose insurance does not cover telemedicine would choose this option.

Three Separate Reimbursement Plans.

- **Program A -** 6 in-office visits and 24 monitored telemedicine sessions: We anticipate that in year 1, approximately 15% of our patients will have private health insurance that accepts physical therapy telemedicine billing and that our average per patient reimbursement will be approximately $2,935.16 for the completed six-month DMpt program that includes 6 in-office visits and 24 telemedicine sessions. In year 2, we anticipate that insurance covered segment to grow to approximately 30% of our patients and in year 3, to approximately 60% of our patient load. Gross margins on this business segment are anticipated to be approximately 83%.

- **Program B -** 14 in-office visits reimbursed via insurance and up to 78 monitored telemedicine sessions for $49.00 per month via out-of-pocket: We anticipate that in year 1 through year 3, approximately 5% of our patients will have private insurance that initially does not reimburse for physical therapy telemedicine, but will reimburse for in-office visits. We anticipate that our average per patient reimbursement will be approximately $1,375.25 for a completed six-month DMpt program that includes 14 in-office visits and up to 78 monitored telemedicine sessions per month for an out of pocket cost of $49.00 per month. Gross margins on this business segment are anticipated to be approximately 57%.

- **Program C -** 12 in-office visits and no monitored telemedicine sessions: We anticipate that in year 1, approximately 80% of our patients will have Medicare or state insurance that does not initially reimburse for physical therapy telemedicine, but will reimburse for in-office visits. We anticipate that the average per patient reimbursement will be approximately $1,032.25 for a completed six-month DMpt program that includes 12 in-office patient visits and no monitored telemedicine sessions. The patients in this segment will watch our on-line exercise classes and receive engagement communications from our system without direct monitoring; if needed, these patients will also be able to log-in and communicate with one of our OBPTs between 6:00am and 9:00pm, 7 days per week. In year 2, we anticipate this segment to decline to 65% and to approximately 35% in year 3. Gross margins on this business segment are anticipated to be approximately 56%.

Expansion into other markets where telemedicine has high support. On December 20th 2013, we executed a 25-year licensing agreement with a London, Ontario based telemedicine company Physical Relief Telemedicine Health Care Services ("PRTHCS"), for our DMpt Program. They have a known track-record in the telemedicine industry in Canada. They will pay us all costs to setup their own cloud-based system and to film a Canadian version of our exercise video in Ontario. PRTHCS currently anticipates provisioning services to patients in Ontario by July 2014. They will also pay us a 20% monthly royalty fee on gross billing for services under our DMpt program. The currently forecasted direct revenue from this agreement is anticipated to be: Year 1: $1.3 million; Year 2: $11.2 million and Year 3: $35 million. We will have some small costs associated with this contract, but not more than 5% of the funds received. Thus, at least 95% of these revenues reach our bottom line as additional earnings.

Our Planned Expansion into other States where Telemedicine has high support. The most common path being taken by states is to cover telemedicine services in their Medicaid program. 42 states now provide some form of Medicaid reimbursement for telemedicine services (mostly physician to physician consultations). More importantly 16 states have now expanded their definition of telemedicine to include physical therapy and have also required that state and private insurance plans cover telemedicine services. Those 16 states with the broadest telemedicine policies include: Alaska, Georgia, Hawaii, Louisiana, Maine, Maryland, Michigan, Mississippi, Missouri, Montana, New Mexico, Oklahoma, Oregon, Texas, Virginia and Vermont.

Company Development Costs. As of the date of this Report, we have spent approximately 14 months developing our unique business model and our design for eWellness's automated website and systems for the DMpt program. We also structured and negotiated the highly valuable exclusive 25-year 14 state agreement with MHI, for the marketing of our DMpt program. Over the course of the 14-month development phase we expended approximately $46,694 in travel expenses, legal, consulting services and miscellaneous expenses. Additionally, we expended a total of approximately 2,575 professional man-hours between the various management team members that if billed at a rate of $200.00 per hour equates to approximately $515,000 in professional time. Thus, our imbedded development costs have totaled approximately $561,694.

Healthcare Professionals. We have developed a human resources relationship with the Execu|Search Group that specializes in healthcare professionals. They are headquartered in New York City with additional offices in Stamford, Connecticut, Bridgewater and Parsippany, New Jersey, Melville, Long Island, and Waltham, Massachusetts. The Execu|Search Group is now one of the largest executive recruitment firms in the region. They will be providing applicants for the various full and temporary positions we need to meet the needs of our program with MHI, such as Director of Operations; Billing & Reimbursement Auditor; Finance Manager; PTs and PTAs.

Market Information

Diabetes Statistics. According to the American Diabetes Association ("ADA"), the data from the 2011 National Diabetes Fact Sheet (released Jan. 26, 2011) the overall prevalence of diabetes includes 25.8 million children and adults in the United States or approximately 8.3% of the population. In 2007, diabetes was listed as the underlying cause on 71,382 deaths and was listed as a contributing factor on an additional 160,022 deaths. This means that diabetes contributed to a total of 231,404 deaths. There were approximately 1.9 million new cases of diabetes diagnosed in people aged 20 years and older in 2010.

Economic Costs of Diabetes in the U.S. in 2012 . According to the ADA 2012 Economic Study the total estimated costs of diagnosed diabetes have increased 41%, to $245 billion from $174 billion in 2007. Direct medical costs are $176 billion, which includes costs for hospital and emergency care, office visits, and medications. Indirect medical costs total $69 billion, which includes costs for absenteeism, reduced productivity, unemployment caused by diabetes-related disability, and lost productivity due to early mortality. Medical expenditures for people with diabetes are 2.3 times higher than for those without diabetes. More than 1 in 10 health care dollars in the U.S. are spent directly on diabetes and its complications, and more than 1 in 5 health care dollars in the U.S. goes to the care of people with diagnosed diabetes. The absolute cost of hospital inpatient care for people with diabetes has risen from $58 billion in 2007 to $76 billion in 2012. However, hospital inpatient care costs have fallen from 50 percent to 43 percent of total direct medical costs.

Diabetes Costs in Specific Populations. According to the ADA, most of the cost for diabetes care in the U.S., 62.4%, is provided by government insurance (including Medicare, Medicaid, and the military). The rest is paid by private insurance (34.4%) or by the uninsured (3.2%). People with diabetes who do not have health insurance have 79% fewer physician office visits and are prescribed 68% fewer medications than people with insurance coverage, but they also have 55% more emergency department visits than people who have insurance. Total per-capita health care expenditures are lower among Hispanics ($5,930) and higher among non-Hispanic blacks ($9,540) than among non-Hispanic whites ($8,101). Non-Hispanic blacks also have 75% more emergency department visits than the population with diabetes as a whole. Total per-capita health expenditures are higher among women than men ($8,331 vs. $7,458). Compared to non-Hispanic whites, per capita hospital inpatient costs are 41.3% higher among non-Hispanic blacks and 25.8% lower among Hispanics. Among states, California has the largest population with diabetes and thus the highest costs, at $27.6 billion. Although Florida's total population is 4th among states behind California, Texas, and New York, Florida is 2nd in costs at $18.9 billion.

Diabetes and Exercise. A recent ADA study indicated that 150 minutes of physical activity a week (30 minutes, five times a week) helped prevent or delay type 2 diabetes. In this study, people also lost 10 to 20 pounds by making changes in their eating habits. The Top10 Benefits of Being Active include:

- Improved blood glucose management. Activity makes your body more sensitive to the insulin you make and activity also burns glucose (calories). Both actions lower blood glucose.
- Lower blood pressure. Activity helps your heart pump stronger and slower.
- Improved blood fats. Exercise can raise good cholesterol (HDL) and lower bad cholesterol (LDL) and triglycerides (heart healthy changes).
- Reduced insulin or diabetes pills. Activity can lower blood glucose and weight. Both of these may lower the amount of insulin or diabetes pills required.
- Weight loss and maintaining loss. Activity burns calories. If you burn enough calories, you'll trim a few pounds. Stay active and you'll keep the weight off.
- Lower risk for other health problems such as heart attack or stroke, some cancers, and bone loss.
- Gain more energy and sleep better.
- Reduced stress, anxiety, and depression. Work out or walk off daily stress.
- Build stronger bones and muscles. Weight-bearing activities, such as walking, make bones stronger. Strength-training activities makes muscles strong.
- Be more flexible. Move easier when you are active.

Diabetes, Exercise & The Affordable HealthCare Act. The diabetes and obesity epidemic in America is on the rise and presents the health care community with a unique opportunity to capitalize on wellness and prevention measures to address the large populations requiring intervention. The Affordable Health Care Act (Obamacare) has a provision requiring insurance companies to cover preventative techniques. Insurance companies understand that preventative measures for this population is not only an effective but also a cost-efficient approach. One of the most efficacious treatments of Type II diabetes and obesity is a prescribed exercise plan. There is an abundance of controlled studies, which demonstrate the benefits of exercise with this patient population. Unfortunately, health information delivered to the patient alone is not an effective approach for successful outcomes. A guided, monitored exercise protocol that holds patients accountable to their health is the best way to achieve results.

Diabetes & Cardiac Physical Therapy. Physical therapists are uniquely trained and experienced in exercise prescription especially with special patient populations such as those with diabetes. The specialty is positioned to be the health care professionals of the future who are responsible for wellness and preventative care in addition to rehabilitation services, which have been historically performed. No other healthcare profession has as much knowledge of proper exercise prescription, biomechanics, posture, and safe execution of occupational and functional tasks as PTs. The diabetic and obese populations have a specific set of complications and considerations with their conditions and PTs are well qualified to deliver education and instruction on effective modes and types of exercise to reduce co-morbidities and improve overall health.

Initial Program Patient Inclusion Criteria.

While eWellness hopes to be able to provide assistance to as many people as possible, we do have some requirements for entrance into our program. Each individual must be:

- **Cleared for cardiovascular exercise.**
- **Covered by private health insurance or federal or state insurance.**
- **Experiencing some level of back pain and be overweight.**
- **Screened and identified as pre-diabetic or early-stage Type II (NIDDM) diabetes.**
- **Capable of accessing a smart phone or computer with internet access.**
- **Experiencing no neuropathy.**

Insurance Company Partnerships. We will also be seeking partnership agreements with various insurance companies that include six of the biggest health insurance companies: WellPoint, CIGNA, Aetna, Humana, United Healthcare and BlueCross BlueShield, although the latter works on a state-by-state basis. The five biggest health insurance companies insure approximately half of the insured population, or well over 100 million people.

Intellectual Property

With adequate funding, we anticipate the development of various Application and Pioneering Methods patent protect and Trademark protection associated with our technology platform and unique physical therapy treatments.

Early in April 2014, we received a Preliminary Provisional Patent Application Acceptance Letter from the United States Patent and Trademark Office ("USPTO") for our Distance Monitored Physical Therapy Program.

A provisional patent is filed without any formal patent claims, oath or declaration, or any information disclosure or prior art statement. Under United States patent law, a provisional application establishes an early filing date for the related invention, but which does not mature into an issued patent unless the applicant files a regular non-provisional patent application within one year. There is no such thing as a "provisional patent". A provisional application can establish an early effective filing date in one or more continuing patent applications later claiming the priority date of an invention disclosed in earlier provisional applications by one or more of the same inventors.

A "provisional" is automatically abandoned (expires) one year after it is filed. The provisional filing date is not counted as part of the 20-year life of any patent that may issue with a claim to the provisional filing date.

A provisional application, as such, is never examined by the USPTO, and therefore can never become a patent. It is also not "published", but will become a part of any later non-provisional application file that references it, and thus becomes "public" upon issuance of a patent claiming its priority benefit. We anticipate that we can file an application for a patent within the next 10 months. If approved, of which there can be no guarantee, the patent would provide us with certain level of intellectual property rights to our DMpt system.

REGULATIONS AND HEALTHCARE REFORM

Numerous federal, state and local regulations regulate healthcare services and those who provide them. Some states into which we may expand have laws requiring facilities employing health professionals and providing health-related services to be licensed and, in some cases, to obtain a certificate of need (that is, demonstrating to a state regulatory authority the need for, and financial feasibility of, new facilities or the commencement of new healthcare services). Only one of the states in which we intend to roll out our services requires a certificate of need for the operation of our physical therapy business functions. Our therapists however, are required to be licensed, as determined by the state in which they provide services. Failure to obtain or maintain any required certificates, approvals or licenses could have a material adverse effect on our business, financial condition and results of operations.

Stark Law. Provisions of the Omnibus Budget Reconciliation Act of 1993 (42 U.S.C. § 1395nn) (the "Stark Law") prohibit referrals by a physician of "designated health services" which are payable, in whole or in part, by Medicare or Medicaid, to an entity in which the physician or the physician's immediate family member has an investment interest or other financial relationship, subject to several exceptions. Unlike the Fraud and Abuse Law, the Stark Law is a strict liability statute. Proof of intent to violate the Stark Law is not required. Physical therapy services are among the "designated health services". Further, the Stark Law has application to the Company's management contracts with individual physicians and physician groups, as well as, any other financial relationship between us and referring physicians, including any financial transaction resulting from a clinic acquisition. The Stark Law also prohibits billing for services rendered pursuant to a prohibited referral. Several states have enacted laws similar to the Stark Law. These state laws may cover all (not just Medicare and Medicaid) patients. Many federal healthcare reform proposals in the past few years have attempted to expand the Stark Law to cover all patients as well. As with the Fraud and Abuse Law, we consider the Stark Law in planning our clinics, marketing and other activities, and believe that our operations are in compliance with the Stark Law. If we violate the Stark Law, our financial results and operations could be adversely affected. Penalties for violations include denial of payment for the services, significant civil monetary penalties, and exclusion from the Medicare and Medicaid programs.

HIPAA. In an effort to further combat healthcare fraud and protect patient confidentially, Congress included several anti-fraud measures in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). HIPAA created a source of funding for fraud control to coordinate federal, state and local healthcare law enforcement programs, conduct investigations, provide guidance to the healthcare industry concerning fraudulent healthcare practices, and establish a national data bank to receive and report final adverse actions. HIPAA also criminalized certain forms of health fraud against all public and private insurers. Additionally, HIPAA mandates the adoption of standards regarding the exchange of healthcare information in an effort to ensure the privacy and electronic security of patient information and standards relating to the privacy of health information. Sanctions for failing to comply with HIPAA include criminal penalties and civil sanctions. In February of 2009, the American Recovery and Reinvestment Act of 2009 ("ARRA") was signed into law. Title XIII of ARRA, the Health Information Technology for Economic and Clinical Health Act ("HITECH"), provided for substantial Medicare and Medicaid incentives for providers to adopt electronic health records ("EHRs") and grants for the development of health information exchange ("HIE"). Recognizing that HIE and EHR systems will not be implemented unless the public can be assured that the privacy and security of patient information in such systems is protected, HITECH also significantly expanded the scope of the privacy and security requirements under HIPAA. Most notable are the new mandatory breach notification requirements and a heightened enforcement scheme that includes increased penalties, and which now apply to business associates as well as to covered entities. In addition to HIPAA, a number of states have adopted laws and/or regulations applicable in the use and disclosure of individually identifiable health information that can be more stringent than comparable provisions under HIPAA.

We believe that our future business operations will be fully compliant with applicable standards for privacy and security of protected healthcare information. We cannot predict what negative effect, if any, HIPAA/HITECH or any applicable state law or regulation will have on our business.

Other Regulatory Factors. Political, economic and regulatory influences are fundamentally changing the healthcare industry in the United States. Congress, state legislatures and the private sector continue to review and assess alternative healthcare delivery and payment systems. Based upon newly finalized FDA rules, we believe that our planned DMpt is exempt from Federal Drug Administration ("FDA") regulation. Yet, in the unlikely event that these rules change in the future, the FDA could then require us to seek 510K approvals for our on-line services that could create delays in provisioning our DMpt services. (See FDA ruling noted below) Also, potential alternative approaches could include mandated basic healthcare benefits, controls on healthcare spending through limitations on the growth of private health insurance premiums, the creation of large insurance purchasing groups, and price controls. Legislative debate is expected to continue in the future and market forces are expected to demand only modest increases or reduced costs. For instance, managed care entities are demanding lower reimbursement rates from healthcare providers and, in some cases, are requiring or encouraging providers to accept capitated payments that may not allow providers to cover their full costs or realize traditional levels of profitability. We cannot reasonably predict what impact the adoption of any federal or state healthcare reform measures or future private sector reform may have on our business.

FDA Ruling: Examples of Mobile App's which it Intends to Exclude from Regulation. On September 25, 2013, the FDA issued Finalized Guidance of medical mobile applications ("Apps"). The FDA has issued a ruling on Apps that may meet the definition of a medical device, but they have determined that they will not exercise enforcement on these Apps. The Guidance contains an appendix that provides examples of mobile apps that MAY meet the definition of medical device but for which FDA intends to exercise enforcement discretion. These mobile apps may be intended for use in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment, or prevention of disease. Even though these mobile apps may meet the definition of medical device, the FDA intends to exercise enforcement discretion for these mobile apps because they pose lower risk to the public. The FDA understands that there may be other unique and innovative mobile apps that may not be covered in this list that may also constitute healthcare related mobile apps. This list is not exhaustive; it is only intended to provide clarity and assistance in identifying the mobile apps that will not be subject to regulatory requirements at this time. Based on our understanding of the Guidance, although there can be no guarantee, we believe our DMpt services will not be subject to regulatory requirements at this time because such services seem to fall within the statutory examples.

Property

Initial Southern New York & Northern New Jersey Operational Offices: Our eWellness OLPT Operational Office Space Model calls for approximately 500 square feet of office space with a net per square foot rental price of approximately $100.00 per square foot per month. Required tenant improvements would be added to the rent. We anticipate a 1-year lease with one 1-year renewal option. These offices are anticipated to be occupied by August 1, 2014. We have located multiple locations in mid-town Manhattan that meet our criteria, but as of the date of this Report, have not entered into any lease. All tenant improvements will be part of our monthly lease payment. The anticipated cost for the computers, software packages telephone system, routers, cabling, racking, servers and equipment and supplies is approximately $50,000 to provision services by two OLPT/PTA teams on one DMpt platform. This would initially allow us to build out a theoretical limit of approximately 1,095 patient visit per day or 7,670 per week. Given that each patient will log-in three times per week, our initial platform is anticipated to handle up to 2,557 patients per week. As this platform utilization rate exceeds 65% we will plan to add on another platform until we reach a total of 6 platforms, which are anticipated to be able to handle 6,576 patient visit per day or 46,032 per week.

Playa Vista (Los Angeles) Corporate Offices: Our eWellness Corporate Offices are located in Culver City, California. We lease this 150 foot space for $500 per month from Evolution Physical Therapy, a company owned by our CEO, Mr. Fogt. (See "Certain Relationships and Related Transactions" below)

All of our front-line Program Evaluation and Follow-up ("PEF") PTs and PTAs will be located at selected MHI physician practices in the New York and Northern New Jersey area. We will be contracting with individual MHI physician offices in order to rent approximately 150- 200 square feet of office space from them in order for our PEF PTs and PTAs to perform their patient evaluations, program sign-up's and re-evaluations.

Employees. As of May 6, 2014, we had 4 employees and various consultants. None of our employees are represented by a labor organization and we consider our relationship with our employees to be good.

Legal Proceedings. We are currently not a party to any material legal or administrative proceedings and are not aware of any pending legal or administrative proceedings against us. We may from time to time become a party to various legal or administrative proceedings arising in the ordinary course of our business.

RISK FACTORS

You should carefully consider each of the following risks and all of the other information set forth in this Form 8-K. The following risks relate principally to our business and our common stock. These risks and uncertainties are not the only ones facing our company. Additional risks and uncertainties not presently known to us or that we currently believe to be immaterial may also adversely affect our business. If any of the risks and uncertainties develop into actual events, this could have a material adverse effect on our business, financial condition or results of operations. In that case, the trading price of our common stock could decline. please also see the section "Regulations and Healthcare Reform" above.

If we fail to raise additional capital, our ability to implement our business model and strategy could be compromised. We have limited capital resources and operations. To date, our operations have been funded entirely from the proceeds from equity and debt financings or loans from our management. Based upon raising at least an additional $1,200,000 pursuant to the private placement described in Item 3.02 below, we anticipate having sufficient funds to launch our DMpt program with selected MHI physician practices in the New York City area. If we take on additional markets in the United States, we will likely require substantial additional capital in the near future to develop and market new products, services and technologies.

Accordingly, if we do not complete the private placement by June 1, 2014, we will likely be unable to carry out our business. As of the date of this Report, we have only received verbal indications of interest in purchasing our securities from accredited investors and cannot guarantee the outcome of such indications. We may not be able to obtain additional financing on terms acceptable to us, or at all. Even if we obtain financing for our near term operations and product development, we may require additional capital beyond the near term. If we are unable to raise capital when needed, our business, financial condition and results of operations would be materially adversely affected, and we could be forced to reduce or discontinue our operations.

eWellness is an early stage company with a short operating history and a relatively new business model in an emerging and rapidly evolving market, which makes it difficult to evaluate its future prospects. eWellness is a pre-revenue, early stage entity and is subject to all of the risks inherent in a young business enterprise, such as, among other things, lack of market recognition and limited banking and financial relationships. As a result, we have little operating history to aid in assessing future prospects. We will encounter risks and difficulties as an early stage company in a new and rapidly evolving market. We may not be able to successfully address these risks and difficulties, which could materially harm our business and operating results.

Our telemedicine platform is new and unproven . eWellness' is in the initial phase of developing a unique telemedicine platform that is new and unproven that will offer Distance Monitored Physical Therapy Program ("DMpt program") to pre-diabetic, cardiac and health challenged patients, through contracted physician practices and healthcare systems specifically designed to help prevent patients that are pre-diabetic from becoming diabetic.

Our success is currently dependent upon our ability to develop the relationship with MHI. As mentioned elsewhere in this Report, we recently executed a Purchase and Supply Distribution Agreement with MHI, pursuant to which we will supply our DMpt program to MHI affiliated physicians, who will help market our program.

However, our success will depend upon our ability to develop our relationship and carry out the terms of our agreement with MHI. If MHI does not service as many patients as anticipated or does not utilize our program as much as we expect, we may not have alternative streams of revenue and therefore we may need to cease operations until such time as we find an alternative provider or forever.

Dependence on Key Existing and Future Personnel. Our success will depend, to a large degree, upon the efforts and abilities of our officers and key management employees. The loss of the services of one or more of our key employees could have a material adverse effect on our operations. In addition, as our business model is implemented, we will need to recruit and retain additional management and key employees in virtually all phases of our operations. Key employees will require a strong background in our industry. We cannot assure that we will be able to successfully attract and retain key personnel.

We operate in a highly competitive industry. We encounter competition from local, regional or national entities, some of which have superior resources or other competitive advantages. Intense competition may adversely affect our business, financial condition or results of operations. We may also experience competition from companies in the wellness space. These competitors may be larger and more highly capitalized, with greater name recognition. We will compete with such companies on brand name, quality of services, level of expertise, advertising, product and service innovation and differentiation of product and services. As a result, our ability to secure significant market share may be impeded.

Limited product development activities; our product development efforts may not result in commercial products. We intend to build out the technology platform and video library necessary to execute our planned business strategy. Of course, there may be other factors that prevent us from marketing a product including, but not limited to, our limited cash resources. We cannot guarantee we will be able to produce commercially successful products. Further, our proposed reimbursement plan and the eventual operating results could susceptible to varying interpretations by scientists, medical personnel, regulatory personnel, statisticians and others, which may delay, limit or prevent our executing our proposed business plan.

We face substantial competition, and others may discover, develop, acquire or commercialize products before or more successfully than we do. We operate in a highly competitive environment. Our products compete with other products or treatments for diseases for which our products may be indicated. Other healthcare companies have greater clinical, research, regulatory and marketing resources than us. In addition, some of our competitors may have technical or competitive advantages for the development of technologies and processes. These resources may make it difficult for us to compete with them to successfully discover, develop and market new products.

We depend upon reimbursement by third-party payers. Substantially all of our revenues are anticipated to be derived from private third-party payers. Initiatives undertaken by industry and government to contain healthcare costs affect the profitability of our clinics. These payers attempt to control healthcare costs by contracting with healthcare providers to obtain services on a discounted basis. We believe that this trend will continue and may limit reimbursement for healthcare services. If insurers or managed care companies from whom we receive substantial payments were to reduce the amounts paid for services, our profit margins may decline, or we may lose patients if we choose not to renew our contracts with these insurers at lower rates. In addition, in certain geographical areas, our operations may be approved as providers by key health maintenance organizations and preferred provider plans. Failure to obtain or maintain these approvals would adversely affect our financial results.

We depend upon the cultivation and maintenance of relationships with the physicians in our markets. Our success is dependent upon referrals from physicians in the communities we will service and our ability to maintain good relations with these physicians and other referral sources. Physicians referring patients to our clinics are free to refer their patients to other therapy providers or to their own physician owned therapy practice. If we are unable to successfully cultivate and maintain strong relationships with physicians and other referral sources, our business may decrease and our net operating revenues may decline.

We also depend upon our ability to recruit and retain experienced physical therapists. Our future revenue generation is dependent upon referrals from physicians in the communities our clinics serve, and our ability to maintain good relations with these physicians. Our therapists are the front line for generating these referrals and we are dependent on their talents and skills to successfully cultivate and maintain strong relationships with these physicians. If we cannot recruit and retain our base of experienced and clinically skilled therapists, our business may decrease and our net operating revenues may decline.

Our revenues may fluctuate due to weather. We anticipate having a significant number of clinical locations in states that normally experience snow and ice during the winter months . Also, a significant number of our clinics may be located in states along the Gulf Coast and Atlantic Coast, which are subject to periodic winter storms, hurricanes and other severe storm systems. Periods of severe weather may cause physical damage to our facilities or prevent our staff or patients from traveling to our clinics, which may cause a decrease in our future net operating revenues.

We may incur closure costs and losses. The competitive, economic or reimbursement conditions in the markets in which we operate may require us to reorganize or to close certain clinical locations. In the event a clinic is reorganized or closed, we may incur losses and closure costs. The closure costs and losses may include, but are not limited to, lease obligations, severance, and write-down or write-off of intangible assets.

Certain of our internal controls, particularly as they relate to billings and cash collections, are largely decentralized at our clinic locations. Our future clinical operations are largely decentralized and certain of our internal controls, particularly the processing of billings and cash collections, occur at the clinic level. Taken as a whole, we believe our future internal controls for these functions at our clinical facilities will be adequate. Our controls for billing and collections largely depend on compliance with our written policies and procedures and separation of functions among clinic personnel. We also intend to maintain corporate level controls, including an audit compliance program, that are intended to mitigate and detect any potential deficiencies in internal controls at the clinic level. The effectiveness of these controls to future periods are subject to the risk that controls may become inadequate because of changes in conditions or the level of compliance with our policies and procedures deteriorates.

Risks Related to Regulation

Our products may be subject to product liability legal claims, which could have an adverse effect on our business, results of operations and financial condition. Certain of our products provide applications that relate to patient clinical information. Any failure by our products to provide accurate and timely information concerning patients, their medication, treatment and health status, generally, could result in claims against us which could materially and adversely impact our financial performance, industry reputation and ability to market new system sales. In addition, a court or government agency may take the position that our delivery of health information directly, including through licensed practitioners, or delivery of information by a third party site that a consumer accesses through our websites, exposes us to assertions of malpractice, other personal injury liability, or other liability for wrongful delivery/handling of healthcare services or erroneous health information. We anticipate that in the future we will maintain insurance to protect against claims associated with the use of our products as well as liability limitation language in our end-user license agreements, but there can be no assurance that our insurance coverage or contractual language would adequately cover any claim asserted against us. A successful claim brought against us in excess of or outside of our insurance coverage could have an adverse effect on our business, results of operations and financial condition. Even unsuccessful claims could result in our expenditure of funds for litigation and management time and resources.

Certain healthcare professionals who use our Cloud-based products will directly enter health information about their patients including information that constitutes a record under applicable law that we may store on our computer systems. Numerous federal and state laws and regulations, the common law and contractual obligations, govern collection, dissemination, use and confidentiality of patient-identifiable health information, including:

- state and federal privacy and confidentiality laws;
- contracts with clients and partners;
- state laws regulating healthcare professionals;
- Medicaid laws;
- the HIPAA and related rules proposed by the Health Care Financing Administration; and
- Health Care Financing Administration standards for Internet transmission of health data.

HIPAA establishes elements including, but not limited to, federal privacy and security standards for the use and protection of Protected Health Information. Any failure by us or by our personnel or partners to comply with applicable requirements may result in a material liability to us.

Although we have systems and policies in place for safeguarding Protected Health Information from unauthorized disclosure, these systems and policies may not preclude claims against us for alleged violations of applicable requirements. Also, third party sites and/or links that consumers may access through our web sites may not maintain adequate systems to safeguard this information, or may circumvent systems and policies we have put in place. In addition, future laws or changes in current laws may necessitate costly adaptations to our policies, procedures, or systems.

There can be no assurance that we will not be subject to product liability claims, that such claims will not result in liability in excess of our insurance coverage, that our insurance will cover such claims or that appropriate insurance will continue to be available to us in the future at commercially reasonable rates. Such product liability claims could adversely affect our business, results of operations and financial condition.

There is significant uncertainty in the healthcare industry in which we operate, and we are subject to the possibility of changing government regulation, which may adversely impact our business, financial condition and results of operations. The healthcare industry is subject to changing political, economic and regulatory influences that may affect the procurement processes and operation of healthcare facilities. During the past several years, the healthcare industry has been subject to an increase in governmental regulation of, among other things, reimbursement rates and certain capital expenditures.

Recently enacted public laws reforming the U.S. healthcare system may have an impact on our business. The Patient Protection and Affordable Care Act (H.R. 3590; Public Law 111-148) ("PPACA") and The Health Care and Education Reconciliation Act of 2010 (H.R. 4872) (the "Reconciliation Act"), which amends the PPACA (collectively the "Health Reform Laws"), were signed into law in March 2010. The Health Reform Laws contain various provisions which may impact us and our patients. Some of these provisions may have a positive impact, while others, such as reductions in reimbursement for certain types of providers, may have a negative impact due to fewer available resources. Increases in fraud and abuse penalties may also adversely affect participants in the health care sector, including us.

Various legislators have announced that they intend to examine further proposals to reform certain aspects of the U.S. healthcare system. Healthcare providers may react to these proposals, and the uncertainty surrounding such proposals, by curtailing or deferring investments, including those for our systems and related services. Cost-containment measures instituted by healthcare providers as a result of regulatory reform or otherwise could result in a reduction of the allocation of capital funds. Such a reduction could have an adverse effect on our ability to sell our systems and related services. On the other hand, changes in the regulatory environment have increased and may continue to increase the needs of healthcare organizations for cost-effective data management and thereby enhance the overall market for healthcare management information systems. We cannot predict what effect, if any, such proposals or healthcare reforms might have on our business, financial condition and results of operations.

As existing regulations mature and become better defined, we anticipate that these regulations will continue to directly affect certain of our products and services, but we cannot fully predict the effect at this time. We have taken steps to modify our products, services and internal practices as necessary to facilitate our compliance with the regulations, but there can be no assurance that we will be able to do so in a timely or complete manner. Achieving compliance with these regulations could be costly and distract management's attention and divert other company resources, and any noncompliance by us could result in civil and criminal penalties.

Developments of additional federal and state regulations and policies have the potential to positively or negatively affect our business.

Our software is not anticipated to be considered a medical device by the FDA. Yet, if it were, it could be subject to regulation by the U.S. Food and Drug Administration ("FDA") as a medical device. Such regulation could require the registration of the applicable manufacturing facility and software and hardware products, application of detailed record-keeping and manufacturing standards, and FDA approval or clearance prior to marketing. An approval or clearance requirement could create delays in marketing, and the FDA could require supplemental filings or object to certain of these applications, the result of which could adversely affect our business, financial condition and results of operations.

We may be subject to false or fraudulent claim laws. There are numerous federal and state laws that forbid submission of false information or the failure to disclose information in connection with submission and payment of physician claims for reimbursement. In some cases, these laws also forbid abuse of existing systems for such submission and payment. Any failure of our services to comply with these laws and regulations could result in substantial liability including, but not limited to, criminal liability, could adversely affect demand for our services and could force us to expend significant capital, research and development and other resources to address the failure. Errors by us or our systems with respect to entry, formatting, preparation or transmission of claim information may be determined or alleged to be in violation of these laws and regulations. Determination by a court or regulatory agency that our services violate these laws could subject us to civil or criminal penalties, invalidate all or portions of some of our client contracts, require us to change or terminate some portions of our business, require us to refund portions of our services fees, cause us to be disqualified from serving clients doing business with government payers and have an adverse effect on our business.

We are subject to the Stark Law, which may result in significant penalties.

Provisions of the Omnibus Budget Reconciliation Act of 1993 (42 U.S.C. § 1395nn) (the "Stark Law") prohibit referrals by a physician of "designated health services" which are payable, in whole or in part, by Medicare or Medicaid, to an entity in which the physician or the physician's immediate family member has an investment interest or other financial relationship, subject to several exceptions. Unlike the Fraud and Abuse Law, the Stark Law is a strict liability statute. Proof of intent to violate the Stark Law is not required. Physical therapy services are among the "designated health services". Further, the Stark Law has application to the Company's management contracts with individual physicians and physician groups, as well as, any other financial relationship between us and referring physicians, including any financial transaction resulting from a clinic acquisition. The Stark Law also prohibits billing for services rendered pursuant to a prohibited referral. Several states have enacted laws similar to the Stark Law. These state laws may cover all (not just Medicare and Medicaid) patients. Many federal healthcare reform proposals in the past few years have attempted to expand the Stark Law to cover all patients as well. As with the Fraud and Abuse Law, we consider the Stark Law in planning our clinics, marketing and other activities, and believe that our operations are in compliance with the Stark Law. If we violate the Stark Law, our financial results and operations could be adversely affected. Penalties for violations include denial of payment for the services, significant civil monetary penalties, and exclusion from the Medicare and Medicaid programs.

If our products fail to comply with evolving government and industry standards and regulations, we may have difficulty selling our products. We may be subject to additional federal and state statutes and regulations in connection with offering services and products via the Internet. On an increasingly frequent basis, federal and state legislators are proposing laws and regulations that apply to Internet commerce and communications. Areas being affected by these regulations include user privacy, pricing, content, taxation, copyright protection, distribution, and quality of products and services. To the extent that our products and services are subject to these laws and regulations, the sale of our products and services could be harmed.

We incur significant costs as a result of operating as a public company and our management will have to devote substantial time to public company compliance obligations. The Sarbanes-Oxley Act of 2002, as well as rules subsequently implemented by the Securities and Exchange Commission ("SEC"), and the stock exchange, has imposed various requirements on public companies, including requiring changes in corporate governance practices. Our management and other personnel will need to devote a substantial amount of time to these compliance requirements and any new requirements that the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 may impose on public companies. Moreover, these rules and regulations, along with compliance with accounting principles and regulatory interpretations of such principles, have increased and will continue to increase our legal, accounting and financial compliance costs and have made and will continue to make some activities more time-consuming and costly. For example, we expect these rules and regulations to make it more difficult and more expensive for us to obtain director and officer liability insurance, and we may be required to accept reduced policy limits and coverage or incur substantial costs to maintain the same or similar coverage. These rules and regulations could also make it more difficult for us to attract and retain qualified persons to serve on our board of directors or our board committees, or as executive officers. We will evaluate the need to hire additional accounting and financial staff with appropriate public company experience and technical accounting and financial knowledge. We estimate the additional costs we expect to be incurred as a result of being a public company to be up to$500,000 annually.

Part of the requirements as a public company will be to document and test our internal control procedures in order to satisfy the requirements of Section 404 of the Sarbanes-Oxley Act of 2002, which requires annual management assessments of the effectiveness of our internal controls over financial reporting and a report by our independent registered public accounting firm addressing these assessments. The process of designing and implementing effective internal controls is a continuous effort that requires us to anticipate and react to changes in our business and the economic and regulatory environments and to expend significant resources to maintain a system of internal controls that is adequate to satisfy our reporting obligations as a public company.

Effective internal controls are necessary for us to provide reliable financial reports and to effectively prevent fraud. We maintain a system of internal control over financial reporting, which is defined as a process designed by, or under the supervision of, our principal executive officer and principal financial officer, or persons performing similar functions, and effected by our board of directors, management and other personnel, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles.

We cannot assure that we will not, in the future, identify areas requiring improvement in our internal control over financial reporting. We cannot assure that the measures we will take to remediate any areas in need of improvement will be successful or that we will implement and maintain adequate controls over our financial processes and reporting in the future as we continue our growth. If we are unable to maintain appropriate internal financial reporting controls and procedures, it could cause us to fail to meet our reporting obligations, result in the restatement of our financial statements, harm our operating results, subject us to regulatory scrutiny and sanction, cause investors to lose confidence in our reported financial information and have a negative effect on the market price for shares of our common stock.

Risks related to our Common Stock

There is not now, and there may never be, an active market for our common stock and we cannot assure you that the common stock will become liquid or that it will be listed on a securities exchange

There currently is no market for our common stock. We plan to list our common stock as soon as practicable. However, we cannot assure that we will be able to meet the initial listing standards of any stock exchange, or that we will be able to maintain any such listing. An investor may find it difficult to obtain accurate quotations as to the market value of the common stock and trading of our common stock may be extremely sporadic. For example, several days may pass before any shares may be traded. A more active market for the common stock may never develop. In addition, if we failed to meet the criteria set forth in SEC regulations, various requirements would be imposed by law on broker-dealers who sell our securities to persons other than established customers and accredited investors. Consequently, such regulations may deter broker-dealers from recommending or selling the common stock, which may further affect its liquidity. This would also make it more difficult for us to raise additional capital.

We cannot assure you that following the Share Exchange with eWellness, our common stock will be listed on NASDAQ or any other securities exchange; and if listed we may be subject to penny stock rules.

Following the Share Exchange, we shall seek the listing of our common stock on NASDAQ or the American Stock Exchange. However, we cannot assure you that we will be able to meet the initial listing standards of either, or any other stock exchange, or that we will be able to maintain a listing of common stock on either of those or any other stock exchange. Until our common stock is listed on the NASDAQ or another stock exchange, we expect that our common stock will be eligible to trade on the OTC Bulletin Board, another over-the-counter quotation system, or on the "pink sheets," where our stockholders may find it more difficult to dispose of shares or obtain accurate quotations as to the market value of our common stock.

In addition, after such listing, our securities may be classified as penny stock. The SEC has adopted Rule 15g-9 which establishes the definition of a "penny stock," for purposes relevant to us, as any equity security that has a market price of less than $5.00 per share or with an exercise price of less than $5.00 per share whose securities are admitted to quotation but do not trade on the Nasdaq Capital Market or on a national securities exchange. For any transaction involving a penny stock, unless exempt, the rules require delivery of a document to investors stating the risks, special suitability inquiry, regular reporting and other requirements. Prices for penny stocks are often not available and investors are often unable to sell this stock. Consequently, such rule may deter broker-dealers from recommending or selling our common stock, which may further affect its liquidity. This would also make it more difficult for us to raise additional capital following a business combination.

We do not intend to pay dividends on our common stock for the foreseeable future. We currently intend to retain any earnings to support our growth strategy and may begin paying dividends in late 2015.

The majority of our issued and outstanding capital stock is owned and controlled by our Officers.

Our officers currently own the majority of our issued and outstanding capital stock, and therefore control our operations and will have the ability to control all matters submitted to stockholders for approval, including:

- election of our board of directors;
- removal of any directors;
- amendment of our Certificate of Incorporation or Bylaws; and
- adoption of measures that could delay or prevent a change in control or impede a merger, takeover or other business combination.

These stockholders thus have complete control over our management and affairs. Accordingly, their ownership may have the effect of impeding a merger, consolidation, takeover or other business consolidation, or discouraging a potential acquirer from making a tender offer for our common stock, which may further affect its liquidity.

We intend to issue more shares to raise capital, which will result in substantial dilution.

Our Certificate of Incorporation authorizes the issuance of a maximum of 100,000,000 shares of common stock and 10,000,000 shares of preferred stock. Any additional financings effected by us may result in the issuance of additional securities without stockholder approval and the substantial dilution in the percentage of common stock held by our then existing stockholders. Moreover, the common stock issued in any such transaction may be valued on an arbitrary or non-arm's-length basis by our management, resulting in an additional reduction in the percentage of common stock held by our current stockholders. Our board of directors has the power to issue any or all of such authorized but unissued shares without stockholder approval. To the extent that additional shares of common stock or preferred stock are issued in connection with a financing, dilution to the interests of our stockholders will occur and the rights of the holder of common stock might be materially and adversely affected.

Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis of the results of operations and financial condition of eWellness for the fiscal years ended December 31, 2013 and 2012 should be read in conjunction with the consolidated financial statements of eWellness, and the notes to those consolidated financial statements that are included elsewhere in this Form 8-K. Our discussion includes forward-looking statements based upon current expectations that involve risks and uncertainties, such as eWellness' plans, objectives, expectations and intentions. Actual results and the timing of events could differ materially from those anticipated in these forward-looking statements as a result of a number of factors, including those set forth under the Risk Factors, Cautionary Notice Regarding Forward-Looking Statements and Business sections in this Current Report on Form 8-K. We use words such as "anticipate," "estimate," "plan," "project," "continuing," "ongoing," "expect," "believe," "intend," "may," "will," "should," "could," and similar expressions to identify forward-looking statements.

For a discussion and analysis of the Company's financial condition and results of operations prior to the Share Exchange, please refer to the information set forth under the heading "Management's Discussion and Analysis of Financial Condition and Results of Operations," as well as the related financial statements, in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2013 filed with the SEC on March 6, 2014, which information and financial statements are incorporated herein by reference.

Overview

eWellness is in the initial phase of developing a unique telemedicine platform that offers Distance Monitored Physical Therapy Program ("DMpt program") to pre-diabetic, cardiac and health challenged patients, through contracted physician practices and healthcare systems specifically designed to help prevent patients that are pre-diabetic from becoming diabetic.

On May 24, 2013, eWellness entered into an exclusive 25 year Supply and Distribution agreement with Millennium Healthcare, Inc. ("MHI") covering the following 14 states**:** Maine, New Hampshire, Massachusetts, Rhode Island, Connecticut, New York, New Jersey, Delaware, Maryland, Virginia, North Carolina, South Carolina, Georgia and Florida. Under the agreement eWellness shall provide its DMpt Program to MHI affiliated physicians within the terms of the Agreement. MHI will market the DMpt Program and agrees to assist in managing the insurance reimbursement to for PT Evaluations, Re-evaluations and Physical tests that would be performed by eWellness staff that will be located at selected MHI facilities. eWellness will be charged a 20% billing fee by MHI for marketing the DMpt Program and assisting in the processing of insurance reimbursement for eWellness.

Results of Operations of eWellness for the Twelve-month Period Ended December 31, 2013 vs. 2012

REVENUES: eWellness reported revenues of $0 from operations for the year ended December 31, 2013 and for the year ended December 31, 2012. We anticipate beginning to generate revenue in the 3rd quarter of 2014.

OPERATING EXPENSES: Total operating expenses increased from $95,058 for the year ended December 31, 2012 to $466,636 for the year ended December 31, 2013. The principal reason for this increase was due to contributed capital as executive compensation expense and increased costs of legal and accounting services.

NET LOSS: eWellness incurred a net loss of $466,636 for the year ended December 31, 2013, compared with a net loss of $95,058 for the year ended December 31, 2012, which reflects an increase of $371,578. The principal reason for the increase is contributed capital as executive compensation expense and increased costs of legal and accounting services.

LIQUIDITY AND CAPITAL RESOURCES

As of December 31, 2013, we had working capital of $4,770, compared to $0 working capital as of December 31, 2012. Cash flows used in investing activities was zero during both periods. Cash flows provided by financing activities were also zero for both periods.

We believe that anticipated cash flows from operations will be insufficient to satisfy our ongoing capital requirements. We are seeking financing in the form of equity capital in order to provide the necessary working capital. Our ability to meet our obligations and continue to operate as a going concern is highly dependent on our ability to obtain additional financing. We cannot predict whether this additional financing will be in the form of equity or debt, or be in another form. We may not be able to obtain the necessary additional capital on a timely basis, on acceptable terms, or at all. In any of these events, we may be unable to implement our current plans which circumstances would have a material adverse effect on our business, prospects, financial conditions and results of operations.

If we are not successful in generating sufficient liquidity from operations or in raising sufficient capital resources, on terms acceptable to us, this could have a material adverse effect on our business, results of operations liquidity and financial condition.

The independent auditors' opinion expresses doubt about eWellness' ability to continue as a going concern. The independent auditors report on eWellness' December 31, 2013 and 2012 financial statements included in this Report states that the Company's recurring losses, lack of revenues and operations and not having any cash flows since inception, raise substantial doubts about eWellness' ability to continue as a going concern.

Off-Balance Sheet Arrangements

There are no off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources that is material to investors.

CRITICAL ACCOUNTING POLICIES

Our significant accounting policies are disclosed in Note 2 of our Financial Statements included elsewhere in this Report.

Security Ownership of Certain Beneficial Owners and Management

The following table sets forth certain information regarding beneficial ownership of our common stock as of May 6, 2014 by (i) each person (or group of affiliated persons) who is known by us to own more than five percent (5%) of the outstanding shares of our common stock, (ii) each director, executive officer and director nominee, and (iii) all of our directors, executive officers and director nominees as a group.

Beneficial ownership is determined in accordance with SEC rules and generally includes voting or investment power with respect to securities. For purposes of this table, a person or group of persons is deemed to have "beneficial ownership" of any shares of common stock that such person has the right to acquire within 60 days of the date of the respective table. For purposes of computing the percentage of outstanding shares of our common stock held by each person or group of persons named above, any shares that such person or persons has the right to acquire within 60 days of the date of the respective table is deemed to be outstanding for such person, but is not deemed to be outstanding for the purpose of computing the percentage ownership of any other person. The inclusion herein of any shares listed as beneficially owned does not constitute an admission of beneficial ownership.

The business address of each beneficial owner listed is in care of 11825 Major Street, Culver City, California, 90230 unless otherwise noted. Except as otherwise indicated, the persons listed below have sole voting and investment power with respect to all shares of our common stock owned by them, except to the extent that power may be shared with a spouse.

As of May 6, 2014, we had 15,200,000 shares of common stock issued and outstanding.

Pursuant to the Share Exchange Agreement, our former sole director and CEO, Mr. McRobbie-Johnson, agreed to cancel 5,000,000 shares of common stock that he owned and to transfer an aggregate of 4,600,000 shares of our common stock that he owned. Accordingly, after the Share Exchange, Mr. McRobbie-Johnson owns 400,000 of common stock shares, or approximately 2.6%, of our issued and outstanding common stock.

Pursuant to our Supply and Distribution Agreement with Millennium Healthcare, Inc., we shall issue them 110,000 shares of our c ommon stock , up to a maximum amount of 1.1 million shares , for every $100,000.00 of insurance reimbursement received by us from MHI patients for our DMpt program (up to $1 million in billing). As of the date of this Report, we have not issued MHI any shares and such shares shall not be included in the number of our outstanding shares of common stock until they are issued, if ever; however, if all 1.1million shares were issued today, MHI would own approximately 7.2% of our outstanding common stock.

Name of Beneficial Owner	Amount and Nature of Beneficial Ownership	Percent of Class
Darwin Fogt	3,750,000(1)	24.67%
David Markowski	1,100,000	7.24%
Douglas MacLellan	3,750,000	24.67%
Curtis Hollister	1,950,000	12.83%
Douglas Cole	200,000	1.32%
All officers and directors as a group (5 persons)	10,750,000	70.72%
J.F.S. Investments, Inc. (2)	950,000	6.25%
Evolution Physical Therapy, Inc. (3)	1,000,000(1)	6.58%
Summit Capital USA, Inc. (4)	1,500,000	9.87%

(1) This includes 1,000,000 shares held by Evolution Physical Therapy, Inc., which is owned by Mr. Fogt.

(2) Joseph Salvani is the President and the sole indirect owner of, and controls, J.F.S. Investments, Inc.

(3) Darwin Fogt is the President and the sole indirect owner of, and controls, Evolution Physical Therapy, Inc.

(4) The mailing address for Summit Capital USA, Inc. is 605 W. Knox Road, Suite 202, Tempe, AZ 85284. The beneficial owners of Summit Capital are 50% owned by Summit Capital Corp, 2 Anthony Henday Center, 4914-55 St., Red Deer, AB, Canada T4N 2J4 (Summit Capital Corp is beneficially owned by Gregg C.E. Johnson and Cheryl L. McRobbie-Johnson); 25% owned by Gregg C.E. Johnson, 6081 W. Park Ave, Chandler, AZ 85226; and 25% owned by Thomas P. Madden, 1192 W. Sunrise Place, Chandler, AZ 85248.

Changes in Control

As a result of the Share Exchange, eWellness became our wholly owned subsidiary and the officers and directors appointed as of the closing of such transaction own approximately 77% of the shares of the Company outstanding post-exchange common stock. As a result, the newly appointed board members control the board.

Directors and Executive Officers

The following table and text set forth the names and ages of all directors and executive officers as of May 6, 2014. Pursuant to the Share Exchange Agreement, Mr. McRobbie-Johnson resigned as our sole director and from all offices he held prior to the Share Exchange and Donna S. Moore resigned from all of her positions with the Company, i.e. Secretary, Treasurer and CFO. Also pursuant to the Share Exchange Agreement, the following individuals were appointed as our directors, effective immediately after the close of the Share Exchange: Douglas MacLellan (Chairman), Darwin Fogt, Curtis Hollister and David Markowski (collectively, the "New Directors"); and the following individuals were appointed to the following positions: Mr. Fogt as our President and Chief Executive Officer, David Markowski as our Chief Financial Officer, Secretary and Treasurer, and Curtis Hollister as our Chief Technology Officer (collectively, the "New Officers")

There are no family relationships among our directors and executive officers. Each director is elected at our annual meeting of shareholders and holds office until the next annual meeting of shareholders, or until his successor is elected and qualified. Also provided herein are brief descriptions of the business experience of each director, executive officer and advisor during the past five years and an indication of directorships held by each director in other companies subject to the reporting requirements under the Federal securities laws. None of our officers or directors is a party adverse to us or has a material interest adverse to us.

Name	Age	Position(s)
Darwin Fogt	40	President, Chief Executive Officer and Member of the Board of Directors
David Markowski	53	Chief Financial Officer and Member of the Board of Directors
Douglas MacLellan	58	Chairman and Secretary
Curtis Hollister	41	Chief Technology Officer and Member of the Board of Directors
Douglas Cole	58	Member of the Board of Directors

Darwin Fogt, President, CEO & Director. Mr. Fogt, MPT, owner of Evolution Physical Therapy and Evolution Fitness, is a California Licensed Physical Therapist with a B.S. in Exercise Physiology from USC and a Masters degree in Physical Therapy from Cal State Long Beach. He has worked as a PT in neurological rehabilitation and in- patient settings, but has spent most of his professional career doing orthopedic and sports medicine rehabilitation. Licensed as a personal trainer through the American College of Sports Medicine, he founded Evolution Physical Therapy and Evolution Fitness to create a clinic which fostered not only exceptional patient care but also provided state of the art fitness and sport training as well as professional, research-based fitness training. Evolution Physical Therapy has been an active participant in community outreach and educational programs including preventing Childhood Obesity Programs in conjunction with the Los Angeles Clippers and hosted a variety of free lectures on various topics within the clinics.

David Markowski, Chief Financial Officer & Director. Mr. Markowski is a senior financial executive. From October 1997 to October 2002 he was CEO and Co-Founder of GFNN, Inc. coordinating all aspects of corporate development and technology expansion for this $30 million software project requiring the efforts of ninety-five highly skilled team members. Since 2002 Mr. Markowski has maintained various active roles within GFNN's spinoffs and subsidiaries including Founder, Director and CEO positions. From October 2009 to December 2011, he was the Director of Corporate Development for Visualant, Inc. From June 2003 to 2010 he was President of Angel Systems, Inc. an independent consulting firm with competencies in strategic marketing andtegic marketing and business development. From January 1998 to October 1998, Mr. Markowski served as the Vice President of Finance for Medcom USA, a NASDAQ listed company. Prior to that, he had a decade of investment banking experience on Wall Street involved in financing start-ups and public offerings. He is a business development specialist with accolades in INC Magazine and others. Mr. Markowski obtained a BA degree in Marketing from Florida State University in 1982.

D*ouglas MacLellan, Chairman of the Board*. Mr. MacLellan has over 26 years of senior level international executive business experience primarily in the financial information, pharmaceuticals, telecoms, software, consumer products and IT industries. Mr. MacLellan has been a catalyst for the development and financing of global businesses in the United States and in the countries of: Bulgaria, Cambodia, Canada, Chile, China, Hungary, India, Korea, Madagascar, Vietnam and Russia. Throughout his professional career, as a senior international business executive and or as a member of the board of directors of numerous companies, he has provided management advice and counsel on: strategic planning, operational activities, corporate finance, economic policy, asset allocation and mergers & acquisitions. He has helped raise over US$775 million for development stage, start-up and mid-cap companies. Mr. MacLellan is also a regular speaker at industry conferences and has been interviewed on various syndicated radio and television news programs in regards to his insights related to China business, selected industries and economic forecasts.

Curtis Hollister, Chief Technology Officer & Director. Mr. Hollister is the founder of Social Pixels & Ripplefire. He is a global entrepreneur and innovator known for his ability to identify and capitalize on industry trends. Having successfully grown and sold a number of his own start-ups, since 1999 Hollister is now focused on helping public companies apply online media and digital campaigning to investor relations. Mr. Hollister's technology leadership began in 1995 when he started the first successful Internet service provider in Ottawa, Canada's capital city. After selling the business in 1997, he founded another technology start-up to capitalize on the emerging Intranet application market, which was in its infancy at the time. As the company grew, hecreated a spin-off focusing on peer-to-peer networking.

Douglas Cole, Director. Mr. Cole has been in the high technology and clean tech industries as an active and successful entrepreneur since 1977, having founded or co-founded more than seven different companies. He has been a professional board member, Chairman, CEO, President, VP of Sales, investor, mentor and consultant since 1980. As a partner with Objective Equity LLC, a boutique investment bank focused on the clean tech, mining and mineral sectors, he oversees all ongoing deal activities. He also devotes time to mentoring early-stage technology companies and is very active with the University of California, Berkeley.

Involvement in Certain Legal Proceedings

To the best of the Company's knowledge, none of the following events occurred during the past ten years that are material to an evaluation of the ability or integrity of any of our executive officers or directors**:**

(1) A petition under the Federal bankruptcy laws or any state insolvency law was filed by or against, or a receiver, fiscal agent or similar officer was appointed by a court for the business or property of such person, or any partnership in which he was a general partner at or within two years before the time of such filing, or any corporation or business association of which he was an executive officer at or within two years before the time of such filing;

(2) Convicted in a criminal proceeding or is a named subject of a pending criminal proceeding (excluding traffic violations and other minor offenses);

(3) Subject of any order, judgment, or decree, not subsequently reversed, suspended or vacated, of any court of competent jurisdiction, permanently or temporarily enjoining him from, or otherwise limiting, the following activities:

(i) Acting as a futures commission merchant, introducing broker, commodity trading advisor, commodity pool operator, floor broker, leverage transaction merchant, any other person regulated by the Commodity Futures Trading Commission, or an associated person of any of the foregoing, or as an investment adviser, underwriter, broker or dealer in securities, or as an affiliated person, director or employee of any investment company, bank, savings and loan association or insurance company, or engaging in or continuing any conduct or practice in connection with such activity;

(ii) Engaging in any type of business practice; or

(iii) Engaging in any activity in connection with the purchase or sale of any security or commodity or in connection with any violation of Federal or State securities laws or Federal commodities laws;

(4) Subject of any order, judgment or decree, not subsequently reversed, suspended or vacated, of any Federal or State authority barring, suspending or otherwise limiting for more than 60 days the right of such person to engage in any activity described in paragraph (3)(i) above, or to be associated with persons engaged in any such activity;

(5) Found by a court of competent jurisdiction in a civil action or by the Commission to have violated any Federal or State securities law, and the judgment in such civil action or finding by the Commission has not been subsequently reversed, suspended, or vacated;

(6) Found by a court of competent jurisdiction in a civil action or by the Commodity Futures Trading Commission to have violated any Federal commodities law, and the judgment in such civil action or finding by the Commodity Futures Trading Commission has not been subsequently reversed, suspended or vacated;

(7) Subject of, or a party to, any Federal or State judicial or administrative order, judgment, decree, or finding, not subsequently reversed, suspended or vacated, relating to an alleged violation of:

(i) Any Federal or State securities or commodities law or regulation; or

(ii) Any law or regulation respecting financial institutions or insurance companies including, but not limited to, a temporary or permanent injunction, order of disgorgement or restitution, civil money penalty or temporary or permanent cease-and-desist order, or removal or prohibition order; or

(iii) Any law or regulation prohibiting mail or wire fraud or fraud in connection with any business entity; or

(8) Subject of, or a party to, any sanction or order, not subsequently reversed, suspended or vacated, of any self-regulatory organization, any registered entity (as defined in Section 1(a)(29) of the Commodity Exchange Act (7 U.S.C. 1(a)(29))), or any equivalent exchange, association, entity or organization that has disciplinary authority over its members or persons associated with a member.

Promoters and Certain Control Persons

In light of their efforts and services provided, we believe that Douglas MacLellan and Darwin Fogt may be deemed "promoters" (within the meaning of Rule 405 under the Securities Act), since they took the initiative in the formation of our business and received 10% of our equity securities in exchange for the contribution of property or services, during the last five years.

Director Independence

We are not currently listed on a national securities exchange or in an inter-dealer quotation system that has requirements that a majority of the board of directors be independent. However, our Board of Directors has determined that Douglas Cole would qualify as "independent" as that term is defined by Nasdaq Listing Rule 5605(a)(2). Further, Mr. Cole qualifies as "independent" under Nasdaq Listing Rules applicable to board committees.

Executive Compensation

We do not currently have any formal employment salary arrangement with any of our New Officers. However, the Board determined that the following salaries shall be payable, on a monthly basis, to the following individuals for their services:

Darwin Fogt, CEO/President	$	14,000
David Markowski, CFO	$	14,000
Curtis Hollister, CTO	$	14,000
Douglas MacLellan, Chairman	$	20,000

No retirement, pension, profit sharing, stock option or insurance programs or other similar programs have been adopted by the Company for the benefit of the Company's employees.

For a discussion and analysis of the Company's executive compensation prior to the Share Exchange, please refer to the information set forth under the heading "Executive Compensation" in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2013 filed with the SEC on March 6, 2014, which information is incorporated herein by reference.

Director's Compensation

We shall continue to maintain the policy regarding director compensation that existed prior to the Share Exchange, pursuant to which directors are not entitled to receive compensation for service rendered to us or for meeting(s) attended except for reimbursement of out-of-pocket expenses. There is no formal or informal arrangements or agreements to compensate directors for service provided as a director; however, non-employee director compensation for a new director is determined on an ad hoc basis by the existing members of the board of directors at the time a director is elected.

Compensation Policies and Practices as They Relate to the Company's Risk Management

We believe that our compensation policies and practices for all employees, including executive officers, do not create risks that are reasonably likely to have a material adverse effect on us.

Employment Contracts

We do not have any formal employment agreement with any of the New Officers. Any future compensation will be determined by the Board of Directors, and, as appropriate, an employment agreement will be executed. We do not currently have plans to pay any compensation until such time as the Company maintains a positive cash flow.

Outstanding Equity Awards at Fiscal Year-End

There were no equity awards outstanding as of the year ended December 31, 2013.

Certain Relationships and Related Transactions

Prior to the closing of the Share Exchange through December 31, 2013, a related party, a company in which our former Secretary-Treasurer and CFO also served as CFO, paid $47,763 on behalf of the Company. The amount outstanding as of December 31, 2013 and December 31, 2012 were $40,893 and $19,702, respectively. During the year ended December 31, 2013, the Company recorded $2,629 imputed interest on the amount owed to the related party.

On May 24, 2013, eWellness entered into an exclusive 25-year Supply and Distribution Agreement (the "Agreement") with Millennium Healthcare, Inc. ("MHI") for the following 14 states that include: Maine, New Hampshire, Massachusetts, Rhode Island, Connecticut, New York, New Jersey, Delaware Maryland, Virginia, North Carolina, South Carolina, Georgia and Florida. Under the agreement, eWellness agrees to provide its eWellness Distance Monitored Physical Therapy Program ("DMpt program") to MHI affiliated physicians within the terms of the Agreement. MHI will market the eWellness DMpt and agrees to use its best efforts to promote and use the DMpt program; MHI also agreed to assist in managing the insurance reimbursement to eWellness for PT evaluations, re-evaluations and physical tests that eWellness staff perform at selected MHI facilities. MHI, through its wholly owned operating subsidiaries, provide primary care physician practices, physician groups and healthcare facilities of all sizes with cutting edge medical devices focused primarily on preventive care through early detection. MHI currently provides their services to 70 medical group offices in NYC and approximately 130 in Northern New Jersey. There are approximately 400 individual physicians in these various practices. Approximately 20 percent of those patient visits are reoccurring visits.

MHI will charge eWellness a 20% billing fee on all insurance reimbursement or patient fees for marketing the DMpt Program and assisting in the processing of insurance reimbursement. We have also agreed that for every $100,000.00 of insurance reimbursement received from MHI patients for our DMpt program (up to $1 million in billing), we will issue 110,000 shares of our common stock to MHI, up to a maximum amount of 1.1 million shares. As of the date of this Report, we have not issued any shares to MHI under this Agreement.

Each party has the right to terminate the agreement upon breach of the Agreement or dissolution of either party. We may also terminate the Agreement if MHI is, for a period of 60 continuous days, restrained or prevented from transacting a substantial part of their business by reason of a judgment order or regulation of any court or authority; MHI may terminate the Agreement at any time with 30 days written notice. The parties may also terminate the Agreement if either becomes the subject to any bankruptcy or similar proceeding. The Agreement also includes standard indemnification provisions for both parties.

eWellness' rents its Culver City, CA office space from Evolution Physical Therapy ("Evolution"), a company owned by our CEO, Mr. Fogt. Evolution has agreed to cancel and contribute the annual rent for the year ended December 31, 2013 towards founding eWellness and its operations; the market value of such rent is $500 per month for 10 months, or $5,000.

Market For Registrant's Common Equity, Related Stockholder Matters And Issuer Purchases Of Equity Securities

Market Information. As of May 6, 2014, our common stock is not trading on any public trading market or stock exchange. No assurance can be given that any market for our common stock will ever develop.

Holders. As of May 6, 2014, we had 15,200,000 shares of $0.001 par value common stock issued and outstanding held by sixty one (61) shareholders of record.

Dividend Policy. We have neither declared nor paid any cash dividends on either preferred or common stock. For the foreseeable future, we intend to retain any earnings to finance the development and expansion of our business and do not anticipate paying any cash dividends on our preferred or common stock. Any future determination to pay dividends will be at the discretion of the Board of Directors and will be dependent upon then existing conditions, including its financial condition, results of operations, capital requirements, contractual restrictions, business prospects, and other factors that the Board of Directors considers relevant

Securities Authorized for Issuance under Equity Compensation Plans . The Company does not have any equity compensation plans or any individual compensation arrangements with respect to its common stock. The issuance of any of our common stock is within the discretion of our Board of Directors, which has the power to issue any or all of our authorized but unissued shares without stockholder approval.

RECENT SALES OF UNREGISTERED SECURITIES

As more fully described in Item 2.01 above, in connection with the Share Exchange Agreement, the Company issued a total of 9,200,000 shares of our common stock to eWellness. In addition, our former chief executive officer agreed to tender 5,000,000 shares of common stock back to the Company and also to assign from his holdings an additional 2,500,000 shares to the shareholders of eWellness Corporation resulting in a total of 11,700,000 shares owned by those shareholders, as well as a further assignment of an additional 2,100,000 shares to other parties as stated therein. Reference is made to the disclosures set forth under Item 2.01 of this Form 8-K, which disclosures are incorporated herein by reference. The issuance of the common stock to eWellness pursuant to the Share Exchange Agreement was exempt from registration in reliance upon Section 4(a)(2) of the Securities Act of 1933, as amended (the "1933 Act") and Regulation D of the 1933 Act.

On May 1, 2014, we sold 1,000,000 shares of our common stock (the "Converted Offering") to investors who purchased our common stock pursuant to the terms of our prospectus dated September 18, 2012 at a price of $0.10 per share for a total offering amount of $100,000. The purchase price was paid as follows: $.09 per share in cash from the Rule 419 Trust Account Balance and $0.01 per share which investors previously paid to us in connection with our Rule 419 offering discussed below.

We previously offered for sale in a direct public offering 1,000,000 shares of our common stock, pursuant to Rule 419 of the Securities Act (the "419 Transaction") and filed a Registration Statement on Form S-1 (File No. 333-181440) that was declared effective by the SEC on September 14, 2012 (the "419 Registration Statement"). We sold 1,000,000 shares of our common stock to investors for total subscription proceeds of $100,000 pursuant to the Registration Statement. We used 10% of the subscription proceeds as permitted under Rule 419 and the amount remaining in trust as of the date of the closing of the Share Exchange was $90,000 (the "Trust Account Balance").

Prior to the Share Exchange, we were considered a "blank check" company and a "shell" company and therefore, needed to fully comply with Rule 419 under the Securities Act. Among other things, Rule 419 requires that we deposit the securities being offered and proceeds of the offering contemplated by the Registration Statement into an escrow or trust account pending the execution of an agreement for an acquisition or merger. In addition, we were required to file a post effective amendment to the Registration Statement containing the same information as found in a Form 10 registration statement, upon the execution of the definitive Share Exchange Agreement. As part of the 419 Transaction, we were also required to file and mail a proxy statement pursuant to Section 14(a) of the Exchange Act, pursuant to which our stockholders needed to vote at a special meeting of stockholders to approve, among other things, the Share Exchange Agreement and the transactions contemplated therein. However, Rule 419 also required that the Share Exchange occur on or before March 14, 2014. Accordingly, to accomplish the goals originally contemplated upon entering into the initial Share Exchange Agreement with eWellness, the parties agreed that we would enter into the Amended and Restated Share Exchange Agreement reflecting the following transaction structure: (i) file a registration statement on Form 8-A ("Form 8A") to register our common stock pursuant to Section 12(g) of the Exchange Act and (ii) seek to convert the participants of the 419 transaction into participants of a similarly termed private offering (the "Converted Offering"). We filed the Form 8A on May 1, 2014 and received consent from almost all of the participants of the 419 transaction to instead participate in the Converted Offering.

The parties also agreed that we would withdraw the Registration Statement and file a new Registration Statement on Form S-1 to register all of the shares of common stock issued in the Converted Offering and all of the shares of common stock underlying the securities issued pursuant to the Private Placement, within 90 days of the closing of the Share Exchange.

DESCRIPTION OF REGISTRANT'S SECURITIES

The following description is only a summary of certain significant provisions of the rights, preferences, qualifications and restrictions of the Company's capital stock.

Authorized Capital Stock

The Company's authorized capital stock consists of 100,000,000 shares of common stock, $0.001 par value per share and 10,000,000 shares of preferred stock $0.001 par value per share.

Immediately prior to the Share Exchange, 11,000,000 shares of the Company's Common Stock were outstanding and were held of record by 51 holders. Following the Share Exchange, there were 15,200,000 shares of Common Stock outstanding held by 61 holders.

Common Stock

The holders of the Company's common stock:

1. Have equal ratable rights to dividends from funds legally available, when, as and if declared by the Board of Directors;

2. Are entitled to share ratably in all of assets available for distribution to holders of common stock upon liquidation, dissolution, or winding up of corporate affairs;

3. Do not have preemptive, subscription or conversion rights; and there are no redemption or sinking fund provisions or rights; and

4. Are entitled to one vote per share on all matters on which stockholders may vote.

Holders of the Company's common stock do not have cumulative voting rights, which means that the holders of more than 50% of the outstanding shares voting for the election of directors can elect all of the directors to be elected, if they so choose, and, in such event, the holders of the remaining shares will not be able to elect any directors.

The declaration of any cash dividend will be at the discretion of the Company's Board of Directors and will depend upon earnings, if any, capital requirements and our financial position, general economic conditions, and other pertinent conditions.

All of the New Officers and Directors are subject to a one year lock up commencing on April 25, 2014, covering all of their shares of common stock. Additionally, all of the participants of our Converted Offering are subject to a one year lock up commencing on April 25, 2014, covering 50% of the shares they received pursuant to such offering. The Company may however, in its sole discretion, release any of the lock ups on such earlier date as it deems appropriate.

Preferred Stock

The Company's amended and restated articles of incorporation authorize the issuance of 10,000,000 shares of "blank check" preferred stock, par value $0.001 per share, in one or more series, subject to any limitations prescribed by law, without further vote or action by the stockholders. Each such series of preferred stock shall have such number of shares, designations, preferences, voting powers, qualifications, and special or relative rights or privileges as shall be determined by the Company's board of directors, which may include, among others, dividend rights, voting rights, liquidation preferences, conversion rights and preemptive rights

Promissory Notes

The following is a summary of the terms of our outstanding Notes. As of the date of this Report, we have issued Notes with an aggregate principal balance of $130,000. The Notes accrue interest at the rate of 12% per annum, which is payable on the maturity date: December 31, 2014. The Notes shall automatically convert into the securities to be issued pursuant to the private financing, upon the same terms as new investors in such financing; however, the conversion rate and securities to be issued have not yet been determined.

Transfer Agent

The transfer agent and registrar for our common stock is First American Stock Transfer, Inc., 4747 N. 7th St., Suite 170, Phoenix, AZ 85014, Phone: 602 485 1346, FAX: 602 788 0423.

Acquisition of Controlling Interest

The Nevada Revised Statutes contain provisions governing acquisition of a controlling interest of a Nevada corporation. These provisions provide generally that any person or entity that acquires a certain percentage of the outstanding voting shares of a Nevada corporation may be denied voting rights with respect to the acquired shares, unless certain criteria are satisfied. Our amended and restated bylaws provide that these provisions will not apply to us or to any existing or future stockholder or stockholders.

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Our Amended and Restated Articles of Incorporation and Bylaws provide for the indemnification of a present or former director or officer. We indemnify any director, officer, employee or agent who is successful on the merits or otherwise in defense on any action or suit. Such indemnification shall include, but not necessarily be limited to, expenses, including attorney's fees actually or reasonably incurred by him. Nevada law also provides for discretionary indemnification for each person who serves as or at our request as an officer or director. We may (and in the case of an officer or director, shall) indemnify such individual against all costs, expenses and liabilities incurred in a threatened, pending or completed action, suit or proceeding brought because such individual is a director or officer. Such individual must have conducted himself in good faith and reasonably believed that his conduct was in, or not opposed to, our best interests. In a criminal action, he must not have had a reasonable cause to believe his conduct was unlawful.

FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

Reference is made to the financial statements and pro forma financial information relating to eWellness contained in Item 9.01 of this Current Report on Form 8-K, which is incorporated herein by reference.

Our audited financial statements for the fiscal years ended December 31, 2013 and 2012 are available in our Annual Report on Form 10-K for the fiscal year ended December 31, 2013 filed with the SEC on March 6, 2014, and are incorporated herein by reference.

CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

For a discussion of the Company's changes in and disagreements with accountants on accounting and financial disclosure, please refer to the information set forth under Item 4.04 in the Company's Current Report on Form 8-K filed with the SEC on November 5, 2012, which information is incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

Reference is made to the disclosures set forth in Items 1.01 and 2.01 of this Current Report on Form 8-K, which disclosures are incorporated by reference into this Item 3.02.

On March 31 and April 21, 2014, eWellness received aggregate gross proceeds of $130,000 from two (2) accredited investors pursuant to a private financing (the "Private Placement") they conducted. In light of the Share Exchange, eWellness determined to close the Private Placement. Following the closing of the Share Exchange, we have determined to commence a private financing (the "New Private Financing"), pursuant to which we will offer and issue Company securities. We have agreed, and the 2 investors have accepted, to instead invest in the New Private Financing; in connection therewith, we issued each of the investors a 12% Promissory Note (the "Note"), which shall automatically convert into the securities to be issued pursuant to the New Private Financing, upon the same terms as new investors in the New Private Financing; however, the conversion rate and securities to be issued have not yet been determined. We intend to commence the New Private Financing within the next ten (10) business days.

The information contained in this Current Report on Form 8-K is not an offer to sell or the solicitation of an offer to buy the Company's common stock or any other securities of the company, but merely included to disclose the terms of the transaction mentioned herein.

The foregoing description of the Note does not purport to be complete and is qualified in its entirety by reference to the Form of Note, which is attached hereto as Exhibit 10.3 and incorporated by reference herein. The Note has been attached as an exhibit to this Current Report on Form 8-K solely in order to provide investors and security holders with information regarding its terms. It is not intended to provide any other financial information about the Company or its subsidiaries and affiliates. The representations, warranties and covenants contained in the Notes were made only for purposes of that agreement and as of specific dates, are solely for the benefit of the parties to the Note, may be subject to limitations agreed upon by the parties thereto and may be subject to standards of materiality applicable to the parties thereto that differ from those applicable to investors. Investors should not rely on the representations, warranties or covenants or any description thereof as characterizations of the actual state of facts or condition of the Company or any of its subsidiaries or affiliates. Moreover, information concerning the subject matter of the representations, warranties and covenants may change after the date of the Note, which subsequent information may or may not be fully reflected in public disclosures by the Company.

Item 5.01 Changes in Control of Registrant.

Reference is made to the disclosures set forth in Items 1.01 and 2.01 of this Current Report on Form 8-K, which disclosures are incorporated by reference into this Item 5.01. Other than the transactions and agreements described in such Items, our officers and directors know of no arrangements that may result in a change in control of the Company at a subsequent date.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

In connection with the Share Exchange, Mr. McRobbie-Johnson, our sole director and chief executive officer resigned from his positions with our company and Ms. Moore resigned from her positions with our company. Additionally, the following appointment of members of our board of directors were made: Douglas MacLellan (Chairman), Darwin Fogt, Curtis Hollister and David Markowski; and, the following officer appointments also became effective at the closing of the Share Exchange: Mr. Fogt as our President and Chief Executive Officer, David Markowski as our Chief Financial Officer, Secretary and Treasurer, and Curtis Hollister as our Chief Technology Officer.

Reference is made to the disclosures set forth in Item 2.01 of this Current Report on Form 8-K, relating to the aforementioned individuals, which disclosures are incorporated by reference into this Item 5.02.

Item 5.06 Change in Shell Company Status.

We have determined that, as the result of the closing of the Share Exchange as described above under Item 2.01 of this Current Report on Form 8-K, we have ceased to be a shell company as that term is defined in Rule 12b-2 promulgated under the Exchange Act. Reference is made to the disclosures set forth in Item 2.01 of this Current Report on Form 8-K, which disclosures are incorporated by reference into this Item 5.06.

Item 8.01 Other Events

In connection with the Share Exchange, our Board of Directors established several committees to assist it in carrying out its duties. In particular, committees work on key issues in greater detail than would be practical at a meeting of all the members of the Board of Directors. Each committee reviews the results of its deliberations with the full Board of Directors.

The standing committees of the Board of Directors currently consist of the Audit Committee, the Compensation Committee and the Nominating and Corporate Governance Committee. Current copies of the charters for the Audit Committee, the Compensation Committee, and the Nominating and Corporate Governance Committee, as well as our Corporate Governance Guidelines, Code of Ethics and Business Conduct, may be found on our website at www.ewellnesspt.com, under the heading "Corporate Information —Governance Documents." Printed versions also are available to any stockholder who requests them by writing to our corporate Secretary at our corporate address. Our Board of Directors may, from time to time, establish certain other committees to facilitate our management.

Following the Share Exchange, the Board will consider appointing members to each of the Committees at such time as a sufficient number of independent directors are appointed to the Board or as otherwise determined by the Board.

We also approved and adopted the Governance Documents mentioned above in connection with the Share Exchange. A copy of our Code of Ethics is attached to this Current Report on Form 8-K as Exhibit 14.1 which is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

Reference is made to the shares of eWellness acquired under the Share Exchange Agreement, as described in Item 2.01, which is incorporated herein by reference. As a result of the closing of the Share Exchange, our primary operations consist of the business and operations of eWellness. Accordingly, we are presenting the financial statements of eWellness for the fiscal years ended December 31, 2013 and 2012.

(a) Financial statements of business acquired.

The audited financial statements of eWellness as of and for the fiscal years ended December 31, 2013 and 2012, including the notes to such financial statements, are incorporated herein by reference to Exhibit 99.1 of this Current Report on Form 8-K.

(b) Pro forma financial information.

The unaudited pro forma financial information of the Company and its wholly-owned subsidiary eWellness are incorporated herein by reference to Exhibit 99.2 of this Current Report on Form 8-K.

(c) Shell company transactions.

Reference is made to the disclosure set forth in Items 9.01(a) and 9.01(b), which disclosure is incorporated herein by reference.

(d) Exhibits

Exhibit	Description
10.1	Amended and Restated Share Exchange Agreement among eWellness Healthcare Corporation (f/k/a Dignyte, Inc.), Andreas A. McRobbie-Johnson, eWellness Corporation and its shareholders dated April 30, 2014.+
10.2	Form of Supply and Distribution agreement with Millennium Healthcare, Inc.+
10.3	Form of Note+
14.1	Code of Ethics and Business Conduct+
99.1	Financial Statements for eWellness for the fiscal years ended December 31, 2013 and 2012. +
99.2	Pro Forma Financial Statements+

+ Filed Herewith.

ITEM 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES

(a) Documents filed as part of this report are as follows:

(1) Financial Statements and Report of Independent Registered Public Accounting Firm

(2) Financial Statement Schedules

None required.

(3) Exhibits:

The exhibit list required by this item is incorporated by reference to the Exhibit Index included in this Current Report on Form 8-K.

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.

eWellness Healthcare Corporation

Date: May 6, 2014

By: */s/ Darwin Fogt*

Darwin Fogt,
Chief Executive Officer

AMENDED AND RESTATED
SHARE EXCHANGE

This Amended and Restated Share Exchange Agreement (the "Agreement"), is dated as of April 30, 2014, among eWellness Healthcare Corporation (f/k/a Dignyte, Inc.), a Nevada corporation ("Dignyte"), Andreas A. McRobbie-Johnson, an individual currently residing in Flagstaff, AZ being the owner of record of 10,000,000 common shares of Dignyte, eWellness Corporation, a Nevada corporation ("eWellness"); and the persons listed in ***Exhibit A*** hereof, being the owners of record of all of the issued and outstanding stock of eWellness (the "Shareholders"). Capitalized words have the meaning set forth in Section 18, unless otherwise defined herein.

R E C I T A L S

A. WHEREAS, Dignyte, eWellness and the Shareholders have heretofore entered into a Share Exchange Agreement duly executed as of April 11, 2014 (the "Initial Agreement"), establishing and providing for, among other things, the share exchange between the parties.

B. Under the Initial Agreement, Dignyte was required to conduct the transactions contemplated thereunder in compliance with Rule 419 ("Rule 419") of Regulation C under the Securities Act of 1933, as amended (the "Securities Act"); however, since the transaction was not completed within the requisite time frame of Rule 419, Dignyte is no longer permitted to conduct a 419 transaction and therefore is no longer required to comply with Rule 419 (the "419 Transaction");

C. To accomplish the goals originally contemplated upon entering into the Initial Agreement, the parties have agreed that Dignyte: (i) shall file a registration statement on Form 8-A ("Form 8A") to register its common stock pursuant to Section 12(g) of the Securities Exchange Act of 1934, as amended, (ii) will terminate the 419 Transaction and attempt to convert it into a private offering of the number of shares subscribed for in the 419 Transaction to the same purchasers who participated in the 419 Transaction (the "Dignyte Converted Offering") and (iii) file a Registration Statement on Form S-1 to register for resale the shares of common stock included in the Dignyte Converted Offering and sold pursuant to the Financing, as hereinafter defined (the "Combined Registration Statement").

D. The Shareholders currently own 100% of the issued and outstanding capital stock of eWellness.

E. In order to complete a strategy to become a publicly traded/listed company in the U.S., the Shareholders have agreed to sell to Dignyte, and Dignyte has agreed to purchase from the Shareholders 100% of the common stock of eWellness (the "eWellness Stock") in exchange for shares of the outstanding common shares of Dignyte (the "Dignyte Stock"), pursuant to the terms and conditions set forth in this Agreement.

F. eWellness will become a wholly owned subsidiary of Dignyte.

G. Digntye, eWellness and the Shareholders desire to amend and restate the Initial Agreement to read in its entirety as set forth herein (the "Agreement").

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained in this Agreement, the parties agree as follows:

1. Exchange of Stock.

(a) The Shareholders agree to transfer to Dignyte, and Dignyte agrees to purchase from the Shareholders, all of the Shareholders' right, title and interest in the eWellness Stock, representing 100% of the issued and outstanding stock of eWellness, free and clear of all mortgages, liens, pledges, security interests, restrictions, encumbrances, or adverse claims of any nature.

(b) At the Closing (as defined in Section 2 below), upon surrender by the Shareholders of the certificates evidencing the eWellness Stock, duly endorsed for transfer to Dignyte or accompanied by stock powers executed in blank by the Shareholders, Dignyte will cause 9,200,000 shares (subject to adjustment for fractionalized shares as set forth below) of the common voting stock, par value $.001 of Dignyte (the "Dignyte Stock") to be issued to the Shareholders (or their designees), in exchange for 9,200,000 shares of the common stock of eWellness, representing 100% of the issued and outstanding common stock of eWellness, as further set forth on the capitalization table annexed hereto as **Schedule 1(b)** and made a part hereof (the "Capitalization Table"). The Dignyte Stock will be issued to the Shareholders on a pro rata basis, in the same proportion as the percentage of their ownership interest in eWellness, as set forth on ***Exhibit A*** (subject to adjustment as set forth below), at the Closing. As a result of the exchange of the eWellness Stock for the Dignyte Stock, eWellness will become a wholly owned subsidiary of Dignyte. "**Surviving Company**" refers to the combined entity following the Closing.

(c) Directors of Dignyte at Closing Date. On the Closing Date, the current directors of the Dignyte shall appoint Douglas Maclellan, Darwin Fogt, Curtis Hollister and David Markowski to serve as members of Dignyte's Board, with Douglas MacLellan serving as Chairman, to be effective immediately upon the Closing (the "**Effective Time**"). All of the members of Dignyte's Board as of the day immediately before the Closing Date shall tender their resignation as a director of Dignyte to be effective at the Effective Time.

(d) Officers of Dignyte at Closing Date. On the Closing Date, Mr. Andreas A. McRobbie-Johnson and Ms. Donna S. Moore shall resign from each officer position held at Dignyte and Dignyte's Board shall appoint Darwin Fogt to serve as the President, Chief Executive Officer, David Markowski to serve as Chief Financial Officer, Treasurer and Secretary, Curtis Hollister to serve as CTO and Douglas MacLellan to serve as Chairman of the Board and assistant Secretary.

(e) Section 368 Reorganization. For U.S. federal income tax purposes, the Share Exchange is intended to constitute a " **reorganization**" within the meaning of Section 368(a)(1)(B) of the Code. The parties to this Agreement hereby adopt this Agreement as a " **plan of reorganization**" within the meaning of Sections 1.368-2(g) and 1.368-3(a) of the United States Treasury Regulations. Notwithstanding the foregoing or anything else to the contrary contained in this Agreement, the parties acknowledge and agree that no party is making any representation or warranty as to the qualification of the Share Exchange as a reorganization under Section 368 of the Code or as to the effect, if any, that any transaction consummated prior to the Closing Date has or may have on any such reorganization status. The parties acknowledge and agree that each (i) has had the opportunity to obtain independent legal and tax advice with respect to the transaction contemplated by this Agreement, and (ii) is responsible for paying its own Taxes, including without limitation, any adverse Tax consequences that may result if the transaction contemplated by this Agreement is not determined to qualify as a reorganization under Section 368 of the Code.

2. Closing.

(a) The parties to this Agreement will hold a closing (the "Closing") for the purpose of executing and exchanging all of the documents contemplated by this Agreement and otherwise effecting the transactions contemplated by this Agreement. The Closing will be held as soon as possible and it is currently anticipated that it will occur on or before May 15, 2014, or as soon thereafter as is practicable at Hunter Taubman Weiss LLP, 130 West 42 Street, Floor 10, New York, NY 10036, unless another place or time is mutually agreed upon in writing by the parties. All proceedings to be taken and all documents to be executed and exchanged at the Closing will be deemed to have been taken, delivered and executed simultaneously, and no proceeding will be deemed taken nor documents deemed executed or delivered until all have been taken, delivered and executed. If agreed to by the parties, the Closing may take place through the exchange of documents by fax and/or express courier.

(b) With the exception of any stock certificates which must be in their original form, any copy, fax, e-mail or other reliable reproduction of the writing or transmission required by this Agreement or any signature required thereon may be used in lieu of an original writing or transmission or signature for any and all purposes for which the original could be used, provided that such copy, fax, e-mail or other reproduction is a complete reproduction of the entire original writing or transmission or original signature, and the originals are promptly delivered thereafter.

3. Representations and Warranties of Dignyte.

Dignyte represents and warrants as follows:

(a) Dignyte is a corporation duly organized, validly existing, and in good standing under the laws of the State of Nevada and is licensed or qualified as a foreign corporation in all states in which the nature of its business or the character or ownership of its properties makes such licensing or qualification necessary.

(b) Dignyte has all requisite authority and power (corporate and other), governmental licenses, authorizations, consents and approvals to enter into this Agreement and to consummate the transactions contemplated by this Agreement and to perform its obligations under this Agreement other than (i) the filing of a Form 8A; (ii) the filing of a Form 8-K with the Commission within four (4) business days after the execution of this Agreement and of the Closing Date; and (iii) any filing required by FINRA. The execution, delivery and performance by Dignyte of this Agreement has been duly authorized by all necessary corporate action and do not require from Dignyte's Board any consent or approval that has not been validly and lawfully obtained. Except as provided for in the first sentence of this paragraph, the execution, delivery and performance by Dignyte of this Agreement requires no authorization, consent, approval, license, exemption of or filing or registration with any Governmental Authority or other Person other than such other customary filings with the Commission for transactions of the type contemplated by this Agreement.

(c) No Violation. Neither the execution nor the delivery by Dignyte of this Agreement, nor the consummation or performance by Dignyte of the transactions contemplated hereby or thereby will, directly or indirectly, (a) contravene, conflict with, or result in a violation of any provision of the Organizational Documents of Dignyte; (b) contravene, conflict with, constitute a default (or an event or condition which, with notice or lapse of time or both, would constitute a default) under, or result in the termination or acceleration of, or result in the imposition or creation of any Lien under, any agreement or instrument to which Dignyte is a party or by which the properties or assets of Dignyte are bound; (c) contravene, conflict with, or result in a violation of, any Law or Order to which Dignyte, or any of the properties or assets owned or used by Dignyte, may be subject; or (d) contravene, conflict with, or result in a violation of, the terms or requirements of, or give any Governmental Authority the right to revoke, withdraw, suspend, cancel, terminate or modify, any licenses, permits, authorizations, approvals, franchises or other rights held by Dignyte or that otherwise relate to the business of, or any of the properties or assets owned or used by, Dignyte, except, in the case of clauses (b), (c), or (d), for any such contraventions, conflicts, violations, or other occurrences as would not have a Material Adverse Effect.

(d) Binding Obligations. Assuming this Agreement has been duly and validly authorized, executed and delivered by the parties hereto and thereto other than Dignyte, this Agreement is duly authorized, executed and delivered by Dignyte and constitutes the legal, valid and binding obligations of Dignyte, enforceable against Dignyte in accordance with their respective terms, except as such enforcement is limited by general equitable principles, or by bankruptcy, insolvency and other similar Laws affecting the enforcement of creditors rights generally.

(e) Securities Laws. Assuming the accuracy of the representations and warranties of the Shareholders, contained in Section 4 and ***Exhibits D and E***, the issuance of the Dignyte Stock pursuant to this Agreement will be when issued in accordance with the terms of this Agreement, issued in accordance with exemptions from the registration and prospectus delivery requirements of the Securities Act and the registration permit or qualification requirements of all applicable state securities laws.

(f) The authorized capital stock of Dignyte consists of 100,000,000 shares of common stock, $0.001 par value per share, of which, 11,000,000 shares are issued and outstanding. Dignyte also has 10,000,000 shares of blank check preferred stock authorized with none issued or outstanding. To the knowledge of Dignyte, all issued and outstanding shares of Dignyte's common stock are fully paid and nonassessable.

(g) Other than as set forth on ***Schedule 3(c)*** attached hereto, there are no subscription rights, options, warrants, convertible securities, or other rights (contingent or otherwise) presently outstanding, for the purchase, acquisition, or sale of the capital stock of Dignyte, or any securities convertible into or exchangeable for capital stock of Dignyte or other securities of Dignyte, from or by Dignyte. There are no outstanding obligations of Dignyte to retire, repurchase, redeem or otherwise acquire any of its outstanding shares of capital stock of, or other ownership interests in, Dignyte or to provide funds to or make any investment (in the form of a loan, capital contribution or otherwise) in any other Person and there will be none of the foregoing outstanding at the Closing.

(b) Dignyte has no subsidiaries.

(e) The execution of this Agreement and performance by Dignyte hereunder has been duly authorized by all requisite corporate action on the part of Dignyte, and this Agreement constitutes a valid and binding obligation of Dignyte, and Dignyte's performance hereunder will not violate any provision of any charter, bylaw, indenture, mortgage, lease, or agreement, or any order, judgment, decree, or, to Dignyte's knowledge any law or regulation, to which any property of Dignyte is subject or by which Dignyte is bound.

(f) As set forth on ***Schedule 3(f)***, Dignyte has minimal assets and liabilities. Any liabilities shall not be greater than $50,000.00 at closing. It is also anticipated that Dignyte shall have approximately $62,861.00 in cash at closing, assuming the completion of all of its current initial public offering.

(g) There is no litigation or proceeding pending or to Dignyte's knowledge threatened against or relating to Dignyte, its properties or business.

(h) Other than professional retainer agreements for the provision of legal and accounting services to Dignyte, Dignyte is not a party to any material contract. For purposes of this Agreement "material" shall mean any contract, debt, liability, claim or other obligation valued or otherwise worth $2,000 or more.

(i) Other than Mr. Andreas A. McRobbie-Johnson and Ms. Donna S. Moore, Dignyte has no officers, directors or employees.

(j) Other than Mr. McRobbie Johnson who owns 10,000,000 shares of Dignyte's common stock, no current officer, director, affiliate or person known to Dignyte to be the record or beneficial owner of in excess of 5% of Dignyte's common stock, or any person known to be an associate of any of the foregoing is a party adverse to Dignyte or has a material interest adverse to Dignyte in any material pending legal proceeding.

(k) Dignyte has filed in correct form all federal, state, and other tax returns of every nature required to be filed by it and has paid all taxes and all assessments, fees and charges which it is obligated to pay by federal, state or other taxing authority to the extent that such taxes, assessments, fees and charges have become due. Dignyte has also paid all taxes which do not require the filing of returns and which are required to be paid by it. To the extent that tax liabilities have accrued, but have not become payable, they have been adequately reflected as liabilities on the books of Dignyte.

(l) Dignyte will be provided the opportunity to perform all due diligence investigations of eWellness and its business and valuations as it deems necessary or appropriate and to ask questions of the officers and directors of eWellness. Dignyte will have access to all documents and information about eWellness and will review sufficient information to allow it to evaluate the merits and risks of the transactions contemplated by this Agreement.

(o) Dignyte is acquiring the eWellness Shares to be transferred to it under this Agreement for investment and not with a view to the sale or distribution thereof.

(p) Dignyte is a publicly reporting company pursuant to Section 15(d) of the Securities Exchange Act of 1934, as amended (the "Act") and is in compliance with all reporting requirements of the Act. Dignyte's Form 10-K for the period ending December 31, 2013, and any other periodic filings made by Dignyte as filed with the Commission, including all exhibits, documents and attachments thereto, are true and correct in all material respects and do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make any statement therein not materially misleading.

(q) Compliance with Laws. The business and operations of Dignyte have been and are being conducted in accordance with all applicable Laws and Orders. Dignyte has not received notice of any violation (or any Proceeding involving an allegation of any violation) of any applicable Law or Order by or affecting Dignyte and, to the knowledge of Dignyte, no Proceeding involving an allegation of violation of any applicable Law or Order is threatened or contemplated. Dignyte is not subject to any obligation or restriction of any kind or character, nor is there, to the knowledge of Dignyte, any event or circumstance relating to Dignyte that materially and adversely affects in any way its business, properties, assets or prospects or that prohibits Dignyte from entering into this Agreement or would prevent or make burdensome its performance of or compliance with all or any part of this Agreement or the consummation of the transactions contemplated hereby.

(r) No Brokers or Finders. Except as disclosed in ***Schedule 3(r)***, no Person has, or as a result of the transactions contemplated herein will have, any right or valid claim against Dignyte for any commission, fee or other compensation as a finder or broker, or in any similar capacity.

(s) Changes. Except as set forth on ***Schedule 3(s)***, Dignyte has conducted its business in the usual and ordinary course of business consistent with past practice.

(t) Interested Party Transactions. Except as set forth on ***Schedule 3(t)***, no officer, director or stockholder of Dignyte or any Affiliate or "associate" (as such term is defined in Rule 405 of the Commission under the Securities Act) of any such Person, has or has had, either directly or indirectly, (1) an interest in any Person which (a) furnishes or sells services or products which are furnished or sold or are proposed to be furnished or sold by Dignyte, or (b) purchases from or sells or furnishes to, or proposes to purchase from, sell to or furnish Dignyte any goods or services; or (2) a beneficial interest in any contract or agreement to which Dignyte is a party or by which it may be bound or affected.

(u) Governmental Inquiries. Dignyte has provided to the Shareholders a copy of each material written inspection report, questionnaire, inquiry, demand or request for information received by Dignyte from any Governmental Authority, and Dignyte's response thereto, and each material written statement, report or other document filed by Dignyte with any Governmental Authority.

(v) Bank Accounts and Safe Deposit Boxes. Except as set forth on ***Schedule 3(v)***, Dignyte does not have any bank or other deposit or financial account, nor does Dignyte have any lock boxes or safety deposit boxes.

(w) Title to Properties. Dignyte owns (with good and marketable title in the case of real property) or holds under valid leases the rights to use all real property, plants, machinery, equipment and other personal property, if any, as set forth in its financial statements included in its Form 10-K for the year ended December 31, 2013 as filed with the Commission, free and clear of all Liens, except Permitted Liens. For purposes of this Agreement, "Permitted Liens" means with respect to any Person (A) such imperfections of title, easements, encumbrances or restrictions which do not materially impair the current use of such Person's or any of its Subsidiary's assets, (B) materialmen's, mechanics', carriers', workmen's, warehousemen's, repairmen's and other like Liens arising in the ordinary course of business, or deposits to obtain the release of such Liens, (C) Liens for Taxes not yet due and payable, or being contested in good faith, and (D) purchase money Liens incurred in the ordinary course of business.

(x) Dignyte has no stock option plans providing for the grant by Dignyte of stock options to directors, officers or employees.

(y) Money Laundering Laws. The operations of Dignyte is and has been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all U.S. and non-U.S. jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Authority (collectively, the "**Money Laundering Laws**") and no Proceeding involving Dignyte with respect to the Money Laundering Laws is pending or, to the knowledge of Dignyte, threatened.

(z) Board Recommendation. Dignyte's Board, by unanimous written consent, has determined that this Agreement and the transactions contemplated by this Agreement are advisable and in the best interests of Dignyte's stockholders and has duly authorized this Agreement and the transactions contemplated by this Agreement.

(aa) Certain Registration Matters. Except as set forth on ***Schedule 3(aa)***, Dignyte has not granted or agreed to grant any person any rights (including "piggy-back registration rights) to have any securities of Dignyte registered with the Commission or any other Governmental Authority that have not been satisfied.

4. Representations and Warranties of the Shareholders and eWellness.

The Shareholders and eWellness, severally and not jointly, represent and warrant as follows:

(a) eWellness is a corporation duly organized, validly existing, and in good standing under the laws of Nevada and is licensed or qualified as a foreign corporation in all places in which the nature of its business or the character or ownership of its properties makes such licensing or qualification necessary. The authorized capital stock of eWellness consists of 100,000,000 shares of common stock, $0.001 par value per share, of which, 9,200,000 shares are issued and outstanding. To the knowledge of eWellness and the Shareholders, all issued and outstanding shares of eWellness's common stock are fully paid and nonassessable.

(b) There are no agreements purporting to restrict the transfer of the eWellness Shares, nor any voting agreements, voting trusts or other arrangements restricting or affecting the voting of the eWellness Shares. The eWellness Shares held by the Shareholders are duly and validly issued, fully paid and non-assessable, and issued in full compliance with all federal, state, and local laws, rules and regulations. Other than as set forth on ***Schedule 4(c)*** attached hereto, there are no subscription rights, options, warrants, convertible securities, or other rights (contingent or otherwise) presently outstanding, for the purchase, acquisition, or sale of the capital stock of eWellness, or any securities convertible into or exchangeable for capital stock of eWellness or other securities of eWellness, from or by eWellness.

(c) The Shareholders have full right, power and authority to sell, transfer and deliver the eWellness Shares, and upon delivery of the certificates therefor as contemplated in this Agreement, the Shareholders will transfer to Dignyte valid and marketable title to the eWellness Shares, including all voting and other rights to the eWellness Shares free and clear of all pledges, liens, security interests, adverse claims, options, rights of any third party, or other encumbrances. Each of the Shareholders owns and holds that number and percentage of eWellness Shares that are listed opposite their names on ***Exhibit A*** attached hereto.

(d) There is no litigation or proceeding pending, or to any eWellness Shareholder's knowledge, threatened, against or relating to eWellness or to the eWellness Shares.

(e) eWellness has filed in correct form all tax returns of every nature required to be filed by it in its home jurisdiction or otherwise and has paid all taxes as shown on such returns and all assessments, fees and charges received by it to the extent that such taxes, assessments, fees and charges have become due. eWellness has also paid all taxes which do not require the filing of returns and which are required to be paid by it. To the extent that tax liabilities have accrued, but have not become payable, they have been adequately reflected as liabilities on the books of eWellness.

(f) The financial statements of eWellness as at December 31, 2013 and for the two fiscal years then ended, that have been provided to Dignyte have been prepared consistent with U.S. Generally Accepted Accounting Principles ("GAAP") and fairly present the assets and liabilities of eWellness as of the date of such statements.

(g) The current residence address or principal place of business (for any non-individual shareholder) of the Shareholders is as listed on ***Exhibit A*** attached hereto.

(h) The Shareholders have had the opportunity to perform all due diligence investigations of Dignyte and its business as they have deemed necessary or appropriate and to ask questions of Dignyte's officers and directors and have received satisfactory answers to all of their questions. The Shareholders have had access to all documents and information about Dignyte, including, but not limited to, Dignyte's current and periodic reports filed with the U.S. Securities and Exchange Commission, and have reviewed sufficient information to allow them to evaluate the merits and risks of the acquisition of the Dignyte Stock.

(i) The Shareholders are acquiring the Dignyte Stock for their own account (and not for the account of others) for investment and not with a view to the distribution therefor. The Shareholders will not sell or otherwise dispose of the Dignyte Stock without registration under the Securities Act of 1933, as amended, or an exemption therefrom, and the certificate or certificates representing the Dignyte Stock will contain a legend to the foregoing effect. By its execution of this Agreement, the Shareholder represents and warrants to the Dignyte that the Shareholder is an Accredited Investor and/or not U.S. Person.

(j) Additional Representations and Warranties of the Shareholder as an Accredited Investor. The Shareholder further makes the representations and warranties to Dignyte set forth on ***Exhibit D***.

(k) Additional Representations and Warranties of the Shareholder as a Non-U.S. Person. The Shareholder further makes the representations and warranties to Dignyte set forth on ***Exhibit E***.

(l) Stock Legends. The Shareholder hereby agrees with Dignyte as follows:

i. Securities Act Legend - Accredited Investor. The certificate(s) evidencing the Digynte Stock issued to the Shareholder, and each certificate issued in transfer thereof, will bear the following legend:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR ANY STATE SECURITIES LAWS AND NEITHER SUCH SECURITIES NOR ANY INTEREST THEREIN MAY BE OFFERED, SOLD, PLEDGED, ASSIGNED OR OTHERWISE TRANSFERRED EXCEPT (1) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS OR (2) PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS, IN WHICH CASE THE HOLDER MUST, PRIOR TO SUCH TRANSFER, FURNISH TO DIGNYTE AN OPINION OF COUNSEL, WHICH COUNSEL AND OPINION ARE REASONABLY SATISFACTORY TO DIGNYTE, THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED, ASSIGNED OR OTHERWISE TRANSFERRED IN THE MANNER CONTEMPLATED PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS.

ii. Securities Act Legend - Non-U.S. Person. The certificate(s) evidencing the Dignyte Stock issued to the Shareholder and each certificate issued in transfer thereof, will bear the following legend:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS AND NEITHER SUCH SECURITIES NOR ANY INTEREST THEREIN MAY BE OFFERED, SOLD, PLEDGED, ASSIGNED OR OTHERWISE TRANSFERRED EXCEPT (1) IN ACCORDANCE WITH THE PROVISIONS OF REGULATION S PROMULGATED UNDER THE SECURITIES ACT, AND BASED ON AN OPINION OF COUNSEL, WHICH COUNSEL AND OPINION ARE REASONABLY SATISFACTORY TO DIGNYTE, THAT THI PROVISIONS OF REGULATION S HAVE BEEN SATISFIED, (2) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS OR (3) PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS, IN WHICH CASE THE HOLDER MUST, PRIOR TO SUCH TRANSFER, FURNISH TO DIGNYTE AN OPINION OF COUNSEL, WHICH COUNSEL AND OPINION ARE REASONABLY SATISFACTORY TO DIGNYTE, THAT SUCH SECURITIES MAY BE OFFERED, SOLD PLEDGED, ASSIGNED OR OTHERWISE TRANSFERRED IN THE MANNER CONTEMPLATED PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. HEDGING TRANSACTIONS INVOLVING THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT.

iii. Other Legends. The certificate(s) representing such Dignyte Stock, and each certificate issued in transfer thereof, will also bear any other legend required under any applicable Law, including, without limitation, any U.S. state corporate and state securities law, or contract.

iv. Opinion. The Shareholder will not transfer any or all of Dignyte's Stock pursuant to Regulation S or absent an effective registration statement under the Securities Act and applicable state securities law covering the disposition of the Shareholder's Dignyte Stock, as the case may be, without first providing Dignyte with an opinion of counsel (which counsel and opinion are reasonably satisfactory to Dignyte) to the effect that such transfer will be made in compliance with Regulation S or will be exempt from the registration and the prospectus delivery requirements of the Securities Act and the registration or qualification requirements of any applicable U.S. state securities laws.

v. Consent. The Shareholders understand and acknowledge that Dignyte may refuse to transfer the Dignyte Stock, unless the Shareholders comply with this Section 4(l) and any other restrictions on transferability set forth in *Exhibits D and E*. The Shareholders consent to Dignyte making a notation on its records or giving instructions to any transfer agent of Dignyte's Common Stock in order to implement the restrictions on transfer of the Dignyte Stock.

(m) The Shareholder understands that the Dignyte Stock are being offered and sold to the Shareholder in reliance upon the truth and accuracy of the representations, warranties, agreements and understandings of the Shareholder set forth in this Agreement, in order that Dignyte may determine the applicability and availability of the exemptions from registration of the Dignyte Stock on which Dignyte is relying.

5. Conduct Prior to the Closing.

Dignyte, eWellness and the Shareholders covenant that between the date of this Agreement and the Closing as to each of them:

(a) Other than as contemplated herein, no change will be made in the charter documents, by-laws, or other corporate documents of Dignyte or eWellness.

(b) Dignyte, eWellness and the Shareholders will each use its best efforts to maintain and preserve Dignyte and eWellness's business organization, employee relationships, and goodwill intact, and will not enter into any material commitment except in the ordinary course of business.

(c) None of the Shareholders will sell, transfer, assign, hypothecate, lien, or otherwise dispose or encumber the eWellness Shares owned by them.

(d) The Shareholders and eWellness will use their best efforts to maintain and preserve the business organization, employee relationships and goodwill intact of eWellness, and will not allow eWellness to enter into any material commitment except in the ordinary course of business.

(e) Intentionally Left Blank.

(f) Each of Dignyte and eWellness will conduct its respective business in the ordinary course and in such a manner so that the representations and warranties contained herein shall continue to be true and correct in all material respects as of the Closing as if made at and as of the Closing Without the prior written consent of Dignyte or eWellness, except as required or specifically contemplated hereby, each party shall not undertake or fail to undertake any action if such action or failure would render any of said warranties and representations untrue in any material respect as of the Closing.

(g) Parties hereto shall give to the representative of the other parties prompt written notice of the occurrence or existence of any event, condition or circumstance occurring which would constitute a violation or breach of this Agreement by such party or which would render inaccurate in any material respect any of such party's representations or warranties herein.

6. Conditions to Obligations of the Shareholders and eWellness.

The Shareholders and eWellness's obligations to complete the transactions contemplated herein are subject to fulfillment on or before the Closing of each of the following conditions, unless waived in writing by the Shareholders or eWellness, as appropriate:

(a) The representations and warranties of Dignyte set forth herein will be true and correct at the Closing as though made at and as of that date, except as affected by the transactions contemplated hereby.

(b) Dignyte will have performed all covenants required by this Agreement to be performed by it on or before the Closing.

(c) Dignyte shall have received consent from at least 85% of the participants of the 419 Transaction to instead participate and invest in the Dignyte Converted Offering, which consent shall also include such participants acknowledgement and agreement to the Dignyte Lock Up.

(d) This Agreement will have been approved by the Board of Directors of Dignyte.

(e) Dignyte will have delivered to the Shareholders and eWellness the documents set forth below in form and substance reasonably satisfactory to counsel for eWellness and the Shareholders, to the effect that:

i. Dignyte is a corporation duly organized, validly existing, and in good standing by providing a certificate of good standing from Nevada's Secretary of State;

ii. Dignyte's authorized capital stock is as set forth herein;

iii. Certified copies of the resolutions of the board of directors of Dignyte authorizing the execution of this Agreement and the consummation hereof;

iv. A certificate executed by an officer of Dignyte, certifying the satisfaction of the conditions specified in Sections 6(a), (b) and (c) relating to Dignyte;

v. A Secretary's Certificate, dated the Closing Date certifying attached copies of (A) the Organizational Documents of Dignyte, as amended to reflect the Name Change, as hereinafter defined (B) the resolutions of Dignyte's Board approving this Agreement and the transactions contemplated hereby, including those actions specified in Section 6(g) below; (C) the resolution from Mr. McRobbie-Johnson and (D) the incumbency of each authorized officer of Dignyte signing this Agreement and any other agreement or instrument contemplated hereby to which Dignyte is a party;

vi. Each of this Agreement and any related agreement to which Dignyte is a party, duly executed; and,

vii. Any further document as may be reasonably requested by counsel to the Shareholders and eWellness in order to substantiate any of the representations or warranties of Dignyte set forth herein

(f) There will have occurred no material adverse change in the business, operations or prospects of Heritage.

(g) Dignyte will have received written consent (in a form acceptable to counsel for the Shareholders and eWellness) from Mr. Andreas A. McRobbie-Johnson agreeing to cancel back to Dignyte at or prior to Closing 5,000,000 shares of Dignyte Common Stock he owns. Mr. McRobbie shall also agree to transfer 3,100,000 shares of his Dignyte common stock to parties designated by eWellness and 1,500,000 shares of his common stock to Summit Capital.

(h) Dignyte Board Resolutions (i) appointing Douglas MacLellan to serve as Chairman of Dignyte to be effective at the Effective Time; (ii) appointing Darwin Fogt, Curtis Hollister and David Markowski as members of Dignyte's Board; (iii) accepting the resignation of Andreas A McRobbie-Johnson, Dignyte's sole director and of Andreas A McRobbie-Johnson and Donna S. Moore from all of their respective positions with Dignyte, and (iv) appointing Darwin Fogt as President, Chief Executive Officer, David Markowski as Chief Financial Officer, Secretary and Treasurer, Curtis Hollister as CTO and Douglas MacLellan as Chairman of the Board and assistant Secretary of Dignyte to be effective at the Closing.

(i) A statement from Dignyte's transfer agent regarding the number of issued and outstanding shares of common stock immediately before the Closing.

(j) Dignyte shall have filed the Form 8A.

(k) The written resignation of the following persons from Dignyte on the Closing Date:

i. Andreas A McRobbie-Johnson, as Dignyte's sole director and from each of his positions as CEO and President; and,

ii. Donna S. Moore as CFO and Chief Accounting Officer.

7. Conditions to Obligations of Dignyte

Dignyte's obligation to complete the transaction contemplated herein will be subject to fulfillment on or before the Closing of each of the following conditions, unless waived in writing by the Dignyte, as appropriate:

(a) The representations and warranties of the Shareholders and eWellness set forth herein will be true and correct at the Closing as though made at and as of that date, except as affected by the transactions contemplated hereby.

(b) The Shareholders and eWellness will have performed all covenants required by this Agreement to be performed by them on or before the Closing.

(c) This Agreement will have been approved by the Board of Directors of eWellness.

(d) eWellness and/or the Shareholders will have delivered to Dignyte the documents set forth below in form and substance reasonably satisfactory to counsel for Dignyte, to the effect that:

(i) eWellness is a corporation duly organized, validly existing, and in good standing;

(ii) eWellness's authorized capital stock is owned as set forth herein and in ***Exhibit A***; and

(iii) Certified copies of the resolutions of the board of directors of eWellness authorizing the execution of this Agreement and the consummation hereof;

(iv) A certificate executed by an officer of eWellness, certifying the satisfaction of the conditions specified in Sections 7(a) and (b) relating to eWellness;

(v) Copies of the Lock Up Agreement from each of eWellness' Affiliates;

(vi) each of this Agreement and any related agreement to which eWellness and the Shareholder is a party, duly executed; and,

(vii) Any further document as may be reasonably requested by counsel to Dignyte in order to substantiate any of the representations or warranties of the Shareholders and eWellness set forth herein

(e) There will have occurred no material adverse change in the business, operations or prospects of eWellness.

(f) Dignyte shall have filed the Form 8A.

(g) There must not have been made or threatened by any Person any claim asserting that such Person (a) is the holder of, or has the right to acquire or to obtain beneficial ownership of the Shares or any other stock, voting, equity, or ownership interest in, eWellness, or (b) is entitled to all or any portion of Dignyte Stock.

(h) Dignyte shall have received Proof of closing of the Financing.

(i) Intentionally Left Blank.

8. Additional Covenants.

(a) Private Financing. Prior to the Closing, eWellness shall complete a private financing pursuant to which it shall receive aggregate gross proceeds of up to $1,200,000 as consideration for the issuance of at least $100,000 in convertible promissory notes, which are convertible into an aggregate of at least 200,000 shares of eWellness Common Stock (the "**Financing**").

(b) Between the date of this Agreement and the Closing, the Shareholders, with respect to eWellness, eWellness with respect to itself and Dignyte, with respect to itself, will, and will cause their respective representatives to, (i) afford the other parties and their representatives access to their personnel, properties, contracts, books and records, and other documents and data, as reasonably requested by the other party; (ii) furnish the other parties and their representatives with copies of all such contracts, books and records, and other existing documents and data as they may reasonably request in connection with the transaction contemplated by this Agreement; and (iii) furnish the other parties and their representatives with such additional financial, operating, and other data and information as they may reasonably request. The Shareholders will cause eWellness to provide to Dignyte and Dignyte will provide to the Shareholders, complete copies of all material contracts and other relevant information on a timely basis in order to keep the other parties fully informed of the status of their respective businesses and operations.

(c) eWellness will deliver copies of its corporate books and records to Dignyte at Closing.

(d) Other than as set forth in Section 10 below, the parties agree that they will not make, and the Shareholders will not permit eWellness to make, any public announcements relating to this Agreement or the transactions contemplated herein without the prior written consent of the other parties, except as may be required upon the written advice of counsel to comply with applicable laws or regulatory requirements after consulting with the other parties hereto and seeking their consent to such announcement.

(e) Intentionally Left Blank.

(f) Between the date of this Agreement and the Closing Date, eWellness will permit Dignyte and its representatives reasonable access to all of the books and records of eWellness reasonably necessary for the preparation and amendment of the Proxy Statement and such other filings or submissions in accordance with the Commission rules and regulations as are necessary to consummate the transactions contemplated by this Agreement and as are necessary to respond to requests of the Commission's staff.

(g) Cooperation; Consents. Prior to the Closing, each party shall cooperate with the other parties and shall (i) in a timely manner make all necessary filings with, and conduct negotiations with, all authorities and other Persons the consent or approval of which, or the license or permit from which is required for the consummation of the transactions contemplated hereby and (ii) provide to each other party such information as the other party may reasonably request in order to enable it to prepare such filings and to conduct such negotiations.

(h) Name Change. Prior to the Closing, Dignyte shall have taken all steps necessary, including shareholder approval, to amend its articles of incorporation to change its corporate name to eWellness Healthcare Corporation (the "Name Change").

(i) Lock Up Agreements.

i. eWellness hereby covenants and agrees that it shall require each of its Affiliates to enter into a Lock Up Agreement in the form attached hereto as **Exhibit F**.

ii. Dignyte hereby covenants and agrees that it shall require each participant of the Dignyte Converted Offering to agree to the Dignyte Lock Up in writing, whether through a Lock Up Agreement in a form substantially similar to the one attached hereto as Exhibit F or as a term included in such participant's consent to participate in the Dignyte Converted Offering that is reasonably satisfactory to eWellness.

9. Expenses.

Except as otherwise expressly provided in this Agreement, each party to this Agreement will bear its respective expenses incurred in connection with the preparation, execution, and performance of this Agreement and the transactions contemplated by this Agreement, including all fees and expenses of agents, representatives, counsel, and accountants. In the event of termination of this Agreement, the obligation of each party to pay its own expenses will be subject to any rights of such party arising from a breach of this Agreement by another party.

10. Public Announcements and Filings.

(a) Dignyte shall promptly, but no later than four (4) business days following the effective date of this Agreement, issue a press release disclosing the transactions contemplated hereby. Dignyte shall also file with the Commission a Form 8-K describing the material terms of the transactions contemplated hereby as soon as practicable following the Closing Date but in no event more than four (4) business days following the Closing Date. Prior to the Closing Date, Dignyte and eWellness shall consult with each other in issuing the Form 8-K, the press release and any other press releases or otherwise making public statements or filings and other communications with the Commission or any regulatory agency or stock market or trading facility with respect to the transactions contemplated hereby and neither party shall issue any such press release or otherwise make any such public statement, filings or other communications without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed, except that no prior consent shall be required if such disclosure is required by law, in which case the disclosing party shall provide the other party with prior notice of no less than three (3) calendar days, of such public statement, filing or other communication and shall incorporate into such public statement, filing or other communication the reasonable comments of the other party.

(b) The Surviving Company shall, not later than 90 days following the date of this Agreement, prepare and file with the Commission a "resale" Registration Statement providing for the resale of all Registrable Securities by means of an offering to be made on a continuous basis pursuant to Rule 415. The Registration Statement shall be on Form S-1 (or another appropriate form in accordance herewith).

11. Confidentiality.

(a) Dignyte, eWellness and the Shareholders will maintain in confidence, and will cause their respective directors, officers, employees, agents, and advisors to maintain in confidence, any written, oral, or other information obtained in confidence from another party in connection with this Agreement or the transactions contemplated by this Agreement, unless (x) such information is already known to such party or to others not bound by a duty of confidentiality or such information becomes publicly available through no fault of such party, (y) the use of such information is necessary or appropriate in obtaining any consent or approval required for the consummation of the transactions contemplated by this Agreement, or (z) the furnishing or use of such information is required by or necessary or appropriate in connection with legal proceedings.

(b) In the event that any party is required to disclose any information of another party pursuant to clause (y) or (z) of Section 11(a), the party requested or required to make the disclosure (the "**disclosing party**") shall provide the party that provided such information (the "**providing party**") with prompt notice of any such requirement so that the providing party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Section 11(b). If, in the absence of a protective order or other remedy or the receipt of a waiver by the providing party, the disclosing party is nonetheless, in the opinion of counsel, legally compelled to disclose the information of the providing party, the disclosing party may, without liability hereunder, disclose only that portion of the providing party's information which such counsel advises is legally required to be disclosed, provided that the disclosing party exercises its reasonable efforts to preserve the confidentiality of the providing party's information, including, without limitation, by cooperating with the providing party to obtain an appropriate protective order or other relief assurance that confidential treatment will be accorded the providing party's information.

(c) If the transactions contemplated by this Agreement are not consummated, each party will return or destroy all of such written information each party has regarding the other party.

12. Termination.

a. This Agreement may be terminated at any time prior to the Closing Date contemplated hereby by:

i. mutual agreement of Dignyte and eWellness;

ii. Dignyte, if there has been a material breach by eWellness or any of the Shareholders of any material representation, warranty, covenant or agreement set forth in this Agreement on the part of eWellness or the Shareholders that is not cured, to the reasonable satisfaction of Dignyte, within ten business days after notice of such breach is given by Dignyte;

iii. eWellness, if there has been a material breach by Dignyte of any material representation, warranty, covenant or agreement set forth in this Agreement on the part of Dignyte that is not cured by the breaching party, to the reasonable satisfaction of eWellness, within ten business days after notice of such breach is given by Dignyte;

iv. Dignyte or eWellness, if the entire Transaction, is not closed by July 1, 2014, unless the parties hereto agree to extend such date in writing;

v. Dignyte or eWellness if any permanent injunction or other order of a governmental entity of competent authority preventing the consummation of the Transaction contemplated by this Agreement has become final and non-appealable.

b. Effect of Termination. In the event of the termination of this Agreement as provided in Section 12, this Agreement will be of no further force or effect, provided, however, that no termination of this Agreement will relieve any party of liability for any breaches of this Agreement that are based on a wrongful refusal or failure to perform any obligations.

13. Expenses.

Whether or not the Closing is consummated, each of the parties will pay all of his, her, or its own legal and accounting fees and other expenses incurred in the preparation of this Agreement and the performance of the terms and provisions of this Agreement.

14. Survival of Representations and Warranties.

The representations and warranties of the Shareholders and Dignyte set out in this Agreement will survive Closing for a period twelve months.

15. Waiver.

Any failure on the part of the parties hereto to comply with any of their obligations, agreements, or conditions hereunder may be waived in writing by the party to whom such compliance is owed.

16. Brokers.

Each party agrees to indemnify and hold harmless the other parties against any fee, loss, or expense arising out of claims by brokers or finders employed or alleged to have been employed by the indemnifying party.

17. Notices.

All notices and other communications under this Agreement must be in writing and will be deemed to have been given if delivered in person or sent by prepaid first-class certified mail, return receipt requested, or recognized commercial courier service, as follows:

If to Dignyte, to:
Laura Anthony, Esq.
Legal & Compliance, LLC
330 Clematis Street, Suite 217
West Palm Beach, FL 33401
(561) 514-0936

If to the Shareholders or eWellness to:
eWellness Corporation
c/o Hunter Taubman Weiss LLP
130 West 42 Street, Floor 10
New York, NY 10036
Attn: Louis Taubman
212-732-7184

18. Definitions.

Unless the context otherwise requires, the terms defined in this Section 18 will have the meanings herein specified for all purposes of this Agreement, applicable to both the singular and plural forms of any of the terms herein defined.

a. "**Accredited Investor**" has the meaning set forth in Regulation D under the Securities Act and set forth on ***Exhibit B***.

b. "**Affiliate**" shall mean, with respect to any Person, any other Person that (a) directly or indirectly, whether through one or more intermediaries or otherwise, controls or is controlled by or is under common control with such Person. For purposes of this definition, "control" (including with correlative meanings "controlled by" and "under common control with") of a Person means the power, direct or indirect, to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise. For the purposes of this definition, a Person shall be deemed to control any of his or her immediate family members.

c. "**Code**" means the Internal Revenue Code of 1986, as amended.

d. "**Commission**" means the Securities and Exchange Commission or any other federal agency then administering the Securities Act and the Exchange Act.

e. "**Convertible Securities**" refers to any securities of eWellness or Dignyte which would entitle the holder thereof to acquire at any time shares of either entity's common stock, including, without limitation, any debt, preferred stock, right, option, warrant or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, such common stock.

f. "**Digntye Lock Up**" refers to the participants, their assignees or nominees, in the Dignyte Converted Offering agreement not to sell, transfer, hypothecate or otherwise assign (collectively, "Transfer") 50% of the equity securities such participant(s) received in the Dignyte Converted Offering until April 25, 2015, or such earlier time as the Surviving Company may, in its sole discretion, determine.

g. "**Exhibits**" means the several exhibits referred to and identified in this Agreement.

h. *"***FINRA***"* means the Financial Industry Regulatory Authority.

i. "**GAAP**" means, with respect to any Person, United States generally accepted accounting principles applied on a consistent basis with such Person's past practices.

j. "**Governmental Authority**" means any federal or national, state or provincial, municipal or local government, governmental authority, regulatory or administrative agency, governmental commission, department, board, bureau, agency or instrumentality, political subdivision, commission, court, tribunal, official, arbitrator or arbitral body, in each case whether U.S. or non-U.S.

k. "**Laws**" means, with respect to any Person, any U.S. or non-U.S. federal, national, state, provincial, local, municipal, international, multinational or other law (including common law), constitution, statute, code, ordinance, rule, regulation or treaty applicable to such Person.

l. "**Lien**" means any mortgage, pledge, security interest, encumbrance, lien or charge of any kind, including, without limitation, any conditional sale or other title retention agreement, any lease in the nature thereof and the filing of or agreement to give any financing statement under the Uniform Commercial Code of any jurisdiction and including any lien or charge arising by Law.

m. "**Material Adverse Effect**" means any event, change or effect that is materially adverse to the condition (financial or otherwise), properties, assets, liabilities, business, operations or results of operations of a party to this Agreement, taken as a whole.

n. "**Order**" means any award, decision, injunction, judgment, order, ruling, subpoena, or verdict entered, issued, made, or rendered by any Governmental Authority.

o. "**Organizational Documents**" means (a) the articles or certificate of incorporation and the by-laws or code of regulations of a corporation; (b) the partnership agreement and any statement of partnership of a general partnership; (c) the limited partnership agreement and the certificate of limited partnership of a limited partnership; (d) the articles or certificate of formation and operating agreement of a limited liability company; (e) any other document performing a similar function to the documents specified in clauses (a), (b), (c) and (d) adopted or filed in connection with the creation, formation or organization of a Person; and (f) any and all amendments to any of the foregoing.

p. "**Person**" means all natural persons, corporations, business trusts, associations, companies, partnerships, limited liability companies, joint ventures and other entities, governments, agencies and political subdivisions.

q. "**Proceeding**" means any action, arbitration, audit, hearing, investigation, litigation, or suit (whether civil, criminal, administrative or investigative) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Authority.

r. "**Registrable Securities**" means all of the shares of common stock issued pursuant to the Financing and the Dignyte Converted Offering, including the shares of common stock underlying any Convertible Securities issued pursuant thereto.

s. "**Regulation S**" means Regulation S under the Securities Act, as the same may be amended from time to time, or any successor statute.

t. "**Securities Act**" means the Securities Act of 1933, as amended, or any similar federal statute, and the rules and regulations of the Commission thereunder, all as the same will be in effect at the time.

u. "**Taxes**" means all foreign, federal, state or local taxes, charges, fees, levies, imposts, duties and other assessments, as applicable, including, but not limited to, any income, alternative minimum or add-on, estimated, gross income, gross receipts, sales, use, transfer, transactions, intangibles, ad valorem, value-added, franchise, registration, title, license, capital, paid-up capital, profits, withholding, payroll, employment, unemployment, excise, severance, stamp, occupation, premium, real property, recording, personal property, federal highway use, commercial rent, environmental (including, but not limited to, taxes under Section 59A of the Code) or windfall profit tax, custom, duty or other tax, governmental fee or other like assessment or charge of any kind whatsoever, together with any interest, penalties or additions to tax with respect to any of the foregoing; and "Tax" means any of the foregoing Taxes.

v. "**U.S.**" means the United States of America.

w. "**U.S. Person**" has the meaning set forth in Regulation S under the Securities Act and set forth on ***Exhibit C*** hereto.

19. Signature. By signing the Signature Pages attached hereto, each of Dignyte, eWellness and the Shareholders agree that they have reviewed and agree with the information set forth in the Capitalization Table.

20. General Provisions.

(a) This Agreement will be governed by and under the laws of the State of Nevada, USA without giving effect to conflicts of law principles. If any provision hereof is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the same effect as the original provision and the remainder of this Agreement will remain in full force and effect.

(b) Any dispute arising under or in any way related to this Agreement will be submitted to binding arbitration before a single arbitrator by the American Arbitration Association in accordance with the Association's commercial rules then in effect. The arbitration will be conducted in Las Vegas, Nevada. The decision of the arbitrator will set forth in reasonable detail the basis for the decision and will be binding on the parties. The arbitration award may be confirmed by any court of competent jurisdiction.

(c) In any adverse action, the parties will restrict themselves to claims for compensatory damages and/or securities issued or to be issued and no claims will be made by any party or affiliate for lost profits, punitive or multiple damages.

(d) This Agreement constitutes the entire agreement and final understanding of the parties with respect to the subject matter hereof and supersedes and terminates all prior and/or contemporaneous understandings and/or discussions between the parties, whether written or verbal, express or implied, relating in any way to the subject matter hereof. This Agreement may not be altered, amended, modified or otherwise changed in any way except by a written agreement, signed by both parties.

(e) No party may assign any of its rights under this Agreement without the prior consent of the other parties. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of and be enforceable by the respective successors and permitted assigns of the parties. Other than as expressly stated herein, nothing expressed or referred to in this Agreement will be construed to give any Person other than the parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this Agreement and their successors and assigns

(g) The parties agree to take any further actions and to execute any further documents which may from time to time be necessary or appropriate to carry out the purposes of this Agreement.

(h) The headings of the Sections, paragraphs and subparagraphs of this Agreement are solely for convenience of reference and will not limit or otherwise affect the meaning of any of the terms or provisions of this Agreement. The references in this Agreement to Sections, unless otherwise indicated, are references to sections of this Agreement.

(i) This Agreement may be executed in counterparts, each one of which will constitute an original and all of which taken together will constitute one document. This Agreement may be executed by delivery of a signed signature page by fax to the other parties hereto and such fax execution and delivery will be valid in all respects and deemed to be an original thereof.

(j) The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

(k) The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Section" or "Sections" refer to the corresponding Section or Sections of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.

SIGNATURE PAGE FOLLOWS

EXECUTED as of the date first written above by:

eWellness Healthcare Corporation
(f/k/a DIGNYTE, INC.)

By: _____
Andreas A. McRobbie-Johnson,
as CEO

By: _____
Andreas A. McRobbie-Johnson,
in his personal capacity

eWellness Corporation

By _____
Mr. Douglas C. MacLellan, Chairman

Shareholder signature page follows

COUNTERPART SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed and delivered this Share Exchange Agreement as of the date first written above.

SHAREHOLDER:

By: _____
Name:

Circle the category under which you are an "**accredited investor**" pursuant to Exhibit B:

1 2 3 7 8

PRINT EXACT NAME IN WHICH YOU WANT
THE SECURITIES TO BE REGISTERED

Attn:
Address: _____
_____
_____
_____

Phone No. _____
Facsimile No.

Exhibit A

to
Share Exchange Agreement

Shareholder Name and Address	No. of eWellness Shares	No. of Dignyte Shares	% of Shares to be Issued
Darwin Fogt			
	2,000,000	2,000,000	21.74%
Evolution Physical Therapy			
	1,000,000	1,000,000	10.87%
Douglas MacLellan			
	3,000,000	3,000,000	32.61%
Curtis Hollister			
	1,650,000	1,650,000	17.93%
David Markowski			
	900,000	900,000	9.78%
JFS Investments			
	450,000	450,000	4.89%
Douglas Cole			
	200,000	200,000	2.17%
Total	9,200,000	9,200,000	100.0%

EXHIBIT B

Definition of "Accredited Investor"

The term "accredited investor" means:

The term "**accredited investor**" means:

(1) A bank as defined in Section 3(a)(2) of the Securities Act, or a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity; a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; an insurance company as defined in Section 2(13) of the Securities Act; an investment company registered under the Investment Company Act of 1940 (the "**Investment Company Act**") or a business development company as defined in Section 2(a)(48) of the Investment Company Act; a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; a plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions for the benefit of its employees, if such plan has total assets in excess of US $5,000,000; an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 (" **ERISA**"), if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of ERISA, which is either a bank, savings and loan association, insurance company, or registered investment advisor, or if the employee benefit plan has total assets in excess of US $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors.

(2) A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.

(3) An organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of US $5,000,000.

(4) A director or executive officer of Dignyte.

(5) A natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his or her purchase exceeds US $1,000,000.

(6) A natural person who had an individual income in excess of US $200,000 in each of the two most recent years or joint income with that person's spouse in excess of US $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year.

(7) A trust, with total assets in excess of US $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) (i.e., a person who has such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of the prospective investment).

(8) An entity in which all of the equity owners are accredited investors. (If this alternative is checked, the Shareholder must identify each equity owner and provide statements signed by each demonstrating how each is qualified as an accredited investor.)

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT C

Definition of "U.S. Person"

(1) "**U.S. person**" (as defined in Regulation S) means:

(i) Any natural person resident in the United States;

(ii) Any partnership or corporation organized or incorporated under the laws of the United States;

(iii) Any estate of which any executor or administrator is a U.S. person;

(iv) Any trust of which any trustee is a U.S. person;

(v) Any agency or branch of a foreign entity located in the United States;

(vi) Any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person;

(vii) Any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States; and

(viii) Any partnership or corporation if: (A) organized or incorporated under the laws of any foreign jurisdiction; and (B) formed by a U.S. person principally for the purpose of investing in securities not registered under the Securities Act, unless it is organized or incorporated, and owned, by accredited investors (as defined in Rule 501(a)) who are not natural persons, estates or trusts.

(2) Notwithstanding paragraph (1) above, any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. person by a dealer or other professional fiduciary organized, incorporated, or (if an individual) resident in the United States shall not be deemed a "**U.S. person.**"

(3) Notwithstanding paragraph (1), any estate of which any professional fiduciary acting as executor or administrator is a U.S. person shall not be deemed a U.S. person if:

(i) An executor or administrator of the estate who is not a U.S. person has sole or shared investment discretion with respect to the assets of the estate; and

(ii) The estate is governed by foreign law.

(4) Notwithstanding paragraph (1), any trust of which any professional fiduciary acting as trustee is a U.S. person shall not be deemed a U.S. person if a trustee who is not a U.S. person has sole or shared investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settler if the trust is revocable) is a U.S. person.

(5) Notwithstanding paragraph (1), an employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country shall not be deemed a U.S. person.

(6) Notwithstanding paragraph (1), any agency or branch of a U.S. person located outside the United States shall not be deemed a " **U.S. person**" if:

(i) The agency or branch operates for valid business reasons; and

(ii) The agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located.

(7) The International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, and their agencies, affiliates and pension plans, and any other similar international organizations, their agencies, affiliates and pension plans shall not be deemed " **U.S. persons.**"

EXHIBIT D

ACCREDITED INVESTOR REPRESENTATIONS

The Shareholders further represent and warrant to Dignyte as follows:

1. Each Shareholder qualifies as an Accredited Investor on the basis set forth on its signature page to this Agreement.

2. Each Shareholder has sufficient knowledge and experience in finance, securities, investments and other business matters to be able to protect such Shareholder's interests in connection with the transactions contemplated by this Agreement.

3. Each Shareholder has consulted, to the extent that it has deemed necessary, with its tax, legal, accounting and financial advisors concerning its investment in Dignyte Stock.

4. Each Shareholder understands the various risks of an investment in Dignyte Stock and can afford to bear such risks for an indefinite period of time, including, without limitation, the risk of losing its entire investment in Dignyte Stock.

5. The Shareholder has had access to Dignyte's publicly filed reports with the Commission. Each Shareholder has been furnished during the course of the transactions contemplated by this Agreement with all other public information regarding Dignyte that such person or entity has requested and all such public information is sufficient for such person or entity to evaluate the risks of investing in Dignyte Stock.

6. Each Shareholder has been afforded the opportunity to ask questions of and receive answers concerning Dignyte and the terms and conditions of the issuance of Dignyte Stock.

7. Each Shareholder is not relying on any representations and warranties concerning Dignyte made by Dignyte or any officer, employee or agent of Dignyte, other than those contained in this Agreement.

8. Each Shareholder is acquiring Dignyte Stock for its own account, for investment and not for distribution or resale to others.

9. Each Shareholder will not sell or otherwise transfer Dignyte Stock, unless either (a) the transfer of such securities is registered under the Securities Act or (b) an exemption from registration of such securities is available.

10. Each Shareholder understands and acknowledges that Dignyte is under no obligation to register Dignyte Stock for sale under the Securities Act.

11. Each Shareholder consents to the placement of a legend on any certificate or other document evidencing Dignyte Stock substantially in the form set forth in Section 4(l).

12. Each Shareholder represents that the address furnished on its signature page to this Agreement is its principal business address.

13. Each Shareholder understands and acknowledges that Dignyte Stock have not been recommended by any federal or state securities commission or regulatory authority, that the foregoing authorities have not confirmed the accuracy or determined the adequacy of any information concerning Dignyte that has been supplied to such Shareholder and that any representation to the contrary is a criminal offense.

14. Each Shareholder acknowledges that the representations, warranties and agreements made by such Shareholder herein shall survive the execution and delivery of this Agreement and the purchase of Dignyte Stock.

EXHIBIT E

NON U.S. PERSON REPRESENTATIONS

The Shareholder further represents and warrants to Dignyte as follows:

1 At the time of (a) the offer by Dignyte and (b) the acceptance of the offer by such person or entity, of Dignyte Stock, such person or entity was outside the United States.

2 No offer to acquire Dignyte Stock or otherwise to participate in the transactions contemplated by this Agreement was made to the Shareholder or its representatives inside the United States.

3 The Shareholder is not purchasing Dignyte Stock for the account or benefit of any U.S. person, or with a view towards distribution to any U.S. person, in violation of the registration requirements of the Securities Act.

4 The Shareholder will make all subsequent offers and sales of Dignyte Stock either (x) outside of the United States in compliance with Regulation S; (y) pursuant to a registration under the Securities Act; or (z) pursuant to an available exemption from registration under the Securities Act. Specifically, such person or entity will not resell Dignyte Stock to any U.S. person or within the United States prior to the expiration of a period commencing on the Closing Date and ending on the date that is one year thereafter (the "**Distribution Compliance Period**"), except pursuant to registration under the Securities Act or an exemption from registration under the Securities Act.

5 The Shareholder is acquiring Dignyte Stock for such Shareholder's own account, for investment and not for distribution or resale to others.

6 The Shareholder has no present plan or intention to sell Dignyte Stock in the United States or to a U.S. person at any predetermined time, has made no predetermined arrangements to sell Dignyte Stock and is not acting as a Distributor of such securities.

7 Neither the Shareholder, its Affiliates nor any Person acting on behalf of such person or entity, has entered into, has the intention of entering into, or will enter into any put option, short position or other similar instrument or position in the U.S. with respect to Dignyte Stock at any time after the Closing Date through the Distribution Compliance Period except in compliance with the Securities Act

8 The Shareholder consents to the placement of a legend on any certificate or other document evidencing Dignyte Stock substantially in the form set forth in Section 4.2.5(b).

9 The Shareholder is not acquiring Dignyte Stock in a transaction (or an element of a series of transactions) that is part of any plan or scheme to evade the registration provisions of the Securities Act.

10 The Shareholder has sufficient knowledge and experience in finance, securities, investments and other business matters to be able to protect its interests in connection with the transactions contemplated by this Agreement.

11 The Shareholder has consulted, to the extent that it has deemed necessary, with its tax, legal, accounting and financial advisors concerning its investment in Dignyte Stock.

12 The Shareholder understands the various risks of an investment in Dignyte Stock and can afford to bear such risks for an indefinite period of time, including, without limitation, the risk of losing its entire investment in Dignyte Stock.

13 The Shareholder has had access to Dignyte's publicly filed reports with the Commission.

14 The Shareholder has been furnished during the course of the transactions contemplated by this Agreement with all other public information regarding Dignyte that such person or entity has requested and all such public information is sufficient for it to evaluate the risks of investing in Dignyte Stock.

15 The Shareholder has been afforded the opportunity to ask questions of and receive answers concerning Dignyte and the terms and conditions of the issuance of Dignyte Stock.

16 The Shareholder is not relying on any representations and warranties concerning Dignyte made by Dignyte or any officer, employee or agent of Dignyte, other than those contained in this Agreement.

17 The Shareholder will not sell or otherwise transfer Dignyte Stock, unless either (A) the transfer of such securities is registered under the Securities Act or (B) an exemption from registration of such securities is available.

18 The Shareholder understands and acknowledges that Dignyte is under no obligation to register Dignyte Stock for sale under the Securities Act.

19 The Shareholder represents that the address furnished on its signature page to this Agreement is its principal business address.

20 The Shareholder understands and acknowledges that Dignyte Stock have not been recommended by any federal or state securities commission or regulatory authority, that the foregoing authorities have not confirmed the accuracy or determined the adequacy of any information concerning Dignyte that has been supplied to the Shareholder and that any representation to the contrary is a criminal offense.

21 The Shareholder acknowledges that the representations, warranties and agreements made by such person or entity herein shall survive the execution and delivery of this Agreement and the purchase of Dignyte Stock.

Exhibit F
LOCK-UP AGREEMENT

THIS LOCK-UP (the "Agreement") is made between eWellness Corporation, a Nevada corporation (the "Company"), and the undersigned listed on the Counterpart Signature Page hereof, sometimes referred to herein as the "Shareholder." For all purposes of this Agreement, "Shareholder" includes any "affiliate," controlling person of Shareholder, agent, representative or other person with whom Shareholder is acting in concert.

WHEREAS, it is intended that the shares of common stock of the Company covered by this Agreement include all shares of common stock owned by the Shareholder on the date hereof and through the Termination Date (as hereinafter defined); and

WHEREAS, the execution and delivery of this Agreement was a closing condition to the Share Exchange Agreement between the Company, Dignyte, Inc., a Nevada corporation ("Dignyte"), Andreas A. McRobbie-Johnson, and the persons listed on Exhibit A thereto (the "SEA");

WHEREAS, all terms not otherwise defined herein, shall have the meanings set forth in the SEA;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Except as otherwise expressly provided herein, and except as the Shareholder may be otherwise restricted from selling shares of the Common Stock under applicable federal or state securities laws, rules and regulations and Securities and Exchange Commission (the "SEC") interpretations thereof, the Shareholder may only sell the Common Stock one year after the date of issuance (such date being referred to as the "Termination Date").

2. Notwithstanding anything to the contrary set forth herein, the Company may, in its sole discretion and in good faith, at any time and from time to time, waive any of the conditions or restrictions contained herein. Unless otherwise agreed, all such waivers shall be pro rata, as to all of the Shareholders of the Company who have executed a Lock-Up Agreement in connection with the closing of the SEA. Notwithstanding, the Company may allow any Shareholder the right to sell or transfer the Common Stock in any private transaction, subject to receipt of an opinion of legal counsel for the Company of the availability of an exemption of the registration of such sale or transfer under the Securities Act of 1933, as amended (the "Securities Act") and the General Rules and Regulations of the SEC promulgated thereunder; and subject to any transferee's execution and delivery of a copy of this Agreement.

3. In the event of: (a) a completed tender offer to purchase all or substantially all of the Company's issued and outstanding securities; or (b) a merger, consolidation or other reorganization of the Company with or into an unaffiliated entity that results in a change of control of the Company (excluding the Exchange Agreement referenced herein), then this Agreement shall terminate as of the closing of such event, and the Common Stock restrictions on the resale of the Common Stock pursuant hereto shall terminate.

4. Except as otherwise provided in this Agreement, the Shareholder shall be entitled to all beneficial rights of ownership of the Common Stock, including the right to vote the Common Stock for any and all purposes.

5. The number of shares of Common Stock included in any allotment that can be sold by the Shareholder hereunder shall be appropriately adjusted should the Company make a dividend or distribution, undergo a forward split or a reverse split or otherwise reclassify its shares of Common Stock.

6. This Agreement may be executed in any number of counterparts with the same force and effect as if all parties had executed the same document.

7. All notices, instructions or other communications required or permitted to be given pursuant to this Agreement shall be given in writing and delivered by certified mail, return receipt requested, overnight delivery or hand-delivered to all parties to this Agreement, to the Company, at its address set forth on its most recent filing with the SEC in the SEC's Edgar Archives, and to the Shareholder, at the address on the Counterpart Signature Page hereof. All notices shall be deemed to be given on the same day if delivered by hand or on the following business day if sent by overnight delivery or the second business day following the date of mailing.

8. The resale restrictions on the Common Stock set forth in this Agreement shall be in addition to all other restrictions on transfer imposed by applicable United States and state securities laws, rules and regulations.

9. The Company or the Shareholder who fails to fully adhere to the terms and conditions of this Agreement shall be liable to every other party for any damages suffered by any party by reason of any such breach of the terms and conditions hereof. The Shareholder agrees that in the event of a breach of any of the terms and conditions of this Agreement by the Shareholder, that in addition to all other remedies that may be available in law or in equity to the non-defaulting parties, a preliminary and permanent injunction, without bond or surety, and an order of a court requiring such Shareholder to cease and desist from violating the terms and conditions of this Agreement and specifically requiring the Shareholder to perform his/her/its obligations hereunder is fair and reasonable by reason of the inability of the parties to this Agreement to presently determine the type, extent or amount of damages that the Company or any non-defaulting Shareholder may suffer as a result of any breach or continuation thereof.

10. This Agreement sets forth the entire understanding of the parties hereto with respect to the subject matter hereof, and may not be amended except by a written instrument executed by the parties hereto and approved by a majority of the members of the Board of Directors of the Company.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada applicable to contracts entered into and to be performed wholly within said State; and the Company and the Shareholder agree that any action based upon this Agreement may be brought in the United States federal and state courts situated in Nevada only, and that each shall submit to the jurisdiction of such courts for all purposes hereunder.

12. In the event of default hereunder, the non-defaulting parties shall be entitled to recover reasonable attorney's fees incurred in the enforcement of this Agreement.

13. A legend referencing this Agreement shall be imprinted on any stock certificate or successor stock certificate until the Termination Date.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement as of the day and year first above written.

eWellness Corporation

Date: _____ By _____

[Shareholder Signature Page Follows]

LOCK-UP AGREEMENT
COUNTERPART SIGNATURE PAGE

This Counterpart Signature Page for that certain Lock-Up Agreement (the "Agreement") effective as of the latest signature date hereof, among eWellness Corporation, a Nevada corporation (the "Company"); and the undersigned, by which the undersigned, through execution and delivery of this Counterpart Signature Page, intends to be legally bound by the terms of the Agreement, respecting the number of shares of the Company set forth below and represented by the stock certificate described below (or any successor stock certificate).

(Name)

(Street Address)

(City and State)

(Date)

(Signature) (Representative Capacity, if Applicable)

Schedule 3(c)
to
Share Exchange Agreement

Subscription Rights, Options and Warrants

As provided for in Dignyte's Private Offering Memorandum dated April 25, 2014 (the "Memorandum"), Dignyte shareholders who purchased common stock in its offering of common stock pursuant to its Registration Statement declared effective on September 14, 2012 (the "Rule 149 Offering") are entitled to participate in Dignyte's offering of 1,000,000 shares of its common stock at a price of $0.10 per share for a total offering amount of $100,000 (the "Offering"). The purchase price will be paid as follows: $.09 per share in cash from the trust account established by the Corporation in connection with the Rule 419 Offering and $0.01 per share which investors previously paid to the Corporation in connection with the Rule 419 Offering.

Schedule 3(f)
to
Share Exchange Agreement

Assets and Liabilities

Assets and capital contributions to Dignyte at time of Closing will include the proceeds from the Offering as described in the Memorandum to the extent such amounts are not already reflected on Dignyte's balance sheet for the year ended December 31, 2014.

Schedule 3(r)
to
Share Exchange Agreement

No Brokers or Finders

None.

Schedule 3(s)
to
Share Exchange Agreement

Changes

None.

Schedule 3(t)
to
Share Exchange Agreement

Interested Party Transactions

Certain related parties of Dignyte have an interest in the Offering.

Schedule 3(v)
to
Share Exchange Agreement

Bank Accounts and Safe Deposit Boxes

[To be provided outside of closing.]

Schedule 3(aa)
to
Share Exchange Agreement

Certain Registration Matters

Dignyte has agreed to file a registration statement covering its common stock included in the Offering no later than 90 days after completion of the Offering. In addition, investors in the Offering will be required to enter into a lock-up agreement covering 50% of shares acquired in the Offering which restricts their right for a period of one year from the date such shares are acquired to sell, pledge or otherwise dispose of (or enter into any transaction or device that is designed to, or could be expected to, result in the disposition by the investor at any time in the future of) such shares.

Schedule 1(b)
to
Share Exchange Agreement

Capitalization Table

eWelless Healthcare / eWellness Corporation
Cap Table

Founders	**eWellness Corp**	**McRobbie-Johnson 10MM - Control Block***	**Merger Transaction**	**Merger Completion**	
Darwin Fogt	2,000,000	(750,000)	750,000	2,750,000	18.09%
Evolution Physical Therapy, Inc.	1,000,000			1,000,000	6.58%
Douglas MacLellan	3,000,000	(750,000)	750,000	3,750,000	24.67%
Curtis Hollister	1,650,000	(300,000)	300,000	1,950,000	12.83%
David Markowski	900,000	(200,000)	200,000	1,100,000	7.24%
JFS Investments	450,000	(500,000)	500,000	950,000	6.25%
Doug Cole	200,000			200,000	1.32%
	9,200,000	(2,500,000)	2,500,000	11,700,000	76.97%
Additional Insiders					
Andreas McRobbie-Johnson		10,000,000	400,000	400,000	2.63%
Cancelled Shares		(5,000,000)	0		
Summit Capital		(1,500,000)	1,500,000	1,500,000	9.87%
Tom Madden		(300,000)	300,000	300,000	1.97%
Gregg Johnson		(300,000)	300,000	300,000	1.97%
		2,900,000	2,500,000	2,500,000	16.45%
		400,000 *			
eWellness Healthcare					
IPO Shareholders			1,000,000	1,000,000	6.58%
			1,000,000	1,000,000	6.58%
Total	9,200,000		6,000,000	15,200,000	100.00%

*This shows the disposition of the 10 million share control block

Schedule 4(c)

to

Share Exchange Agreement

Subscription Rights, Options and Warrants

Between March 31, 2014 and April 30, 2014, eWellness completed a private offering, pursuant to which it received $130,000 in gross proceeds and issued an aggregate of $130,000 convertible notes and warrants to purchase up to 260,000 shares of eWellness' common stock. The convertible notes are initially convertible into an aggregate of 260,000 shares of eWellness' common stock.

FORM OF

EWELLNESS CORPORATION AND MILLENIUM HEALTHCARE, INC.

SUPPLY AND DISTRIBUTION AGREEMENT

This Agreement (this "Agreement") is made and entered into effective as of May 24, 2013 (the "Effective Date") by and between:

A. **eWellness Corporation ("EWC"** and or **"EWC"),** a EWC organized under the laws of Nevada , principal place of business at 2360 Corporate Circle, Suite 400, Henderson Nevada 89074-7722 and

B. Millennium Healthcare, Inc., ("MHI"), a Delaware corporation having an address at [ ].

Each may be referred to herein as a **"Party"** or, collectively, the **"Parties."**

ARTICLE 1

DEFINITIONS

"Effective Date" shall have the meaning set forth m the introductory paragraph of this Agreement.

"EWC Products" are those Distance Monitoring Physical Therapy ("DMpt") Programs that are listed in and are attached hereto as Exhibit A, as may be amended from time to time, and all improvements thereto. EWC is under no obligation to include new technologies or platforms developed after the effective date of this agreement.

"EWC Products Territory" shall mean the 14 states that include: Maine, New Hampshire, Massachusetts, Rhode Island, Connecticut, New York, New Jersey, Delaware Maryland, Virginia, North Carolina, Georgia and Florida.

MHI may request that the EWC DMpt program can be offered by MHI in other states at the discretion of both EWC and MHI.

"EWC Shares" shall mean the shares of EWC's restricted common stock referred to in Section 2.4 of this Agreement.

ARTICLE 2

SUPPLY AND DISRTIBUTION AGREEMENT

Supply and Distribution Agreement. EWC hereby enters into a Supply and Distribution agreement with **MHI** for EWC's Product(s) for use as described in Exhibit A in the assigned EWC Products Territory. Subject to the terms and conditions set forth herein, EWC grants to MHI, and MHI hereby accepts, a limited, transferable right to use its best efforts as one of EWC's partners to promote and use the EWC's DMpt programs.

Use of Trademarks.

Ownership. MHI recognizes the validity of EWC's trademarks and trade name (collectively "Trademarks"), acknowledges that the same are the property of EWC, and agrees that MHI owns no interest in, and agrees not to infringe upon, harm or contest the rights of EWC to its Trademarks. MHI will not take any action in derogation of EWC's rights to its Trademarks.

Use of Trademarks and Trade Names. So long as this Agreement is in effect, MHI shall have the right to use EWC's Trademarks or trade names solely in connection with its activities hereunder. MHI's use shall be limited to EWC Products and marketing material provided by EWC and pre-approved sales and marketing material produced by MHI. MHI shall not use any of EWC's Trademarks, except in connection with its distribution of EWC Products under the terms of this Agreement.

Termination. MHI agrees that upon termination of this Agreement for any reason it will discontinue the use of and destroy or return as directed by EWC, any samples and materials as well as advertising, or other materials bearing any of EWC's Trademarks.

Packaging. Any packaging shall comply with the rules and regulations of any regulatory body having jurisdiction over such packaging.

Back End Customer Support. EWC shall provide the following support to MHI:

EWC representatives will be available to provide support to MHI technical service representatives within 12 to 48 hours.

Equity Earn In.

2.4.l The EWC hereby agrees that for every $100,000.00 of in revenue from MHI's for the services provided hereunder for EWC's DMpt program, it will issue 110,000 shares of EWC Shares to MHI, up to a maximum amount of 1.1 million EWC Shares, which amount represents a total of ten (10%) of the current anticipated issued and outstanding (11 million shares of common stock) common stock of the EWC at the date of this Agreement. This number will be adjusted in the case of a reverse splits, so that the current value received is continued under a lower number of shares outstanding.

MHI agrees that it is acquiring the EWC Shares for its own account for investment purposes only and not with an intention to resell or distribute such shares.

MHI agrees that the EWC Shares are restricted securities as defined in Rule 144(a)(3) promulgated under the Securities Act of 1933, as amended (the "Act"), and, as such, may not be resold or transferred except pursuant to an effective registration statement filed under the Act or an exemption from the registration requirements of the Act. EWC shall have the right to request an opinion letter reasonably acceptable to its counsel in the case of a sale or transfer not made pursuant to an effective registration statement

ARTICLE 3

PRODUCT SUPPLY AND MIN™UM PURCHASE REQUIREMENTS

3.1 Agreement to Supply and Pricing. EWC agrees to provide the EWC DMpt program identified in Exhibit A hereto attached to MHI for Distance Monitored Physical Therapy services within terms of this Agreement. EWC agrees to pay the MHI for promoting EWC's PT Evaluations, Re evaluations and Physical tests and any other services provided by EWC and or its personnel that would be performed by EWC staff and or EWC online distance monitored offerings. These services will be bill for insurance reimbursement by EWC for all evaluations testing and the 24-week On-line Exercise Programs. MHI will charge EWC a fixed billing fee for any services provided.

Quality Control. The EWC shall at all times provide their DMpt program in conformity with good practices of the physical therapy industry in the United States, which shall be no lower than such standards as are customary for the EWC's other customers obtaining comparable products or services.

Compliance. The DMpt program provided hereunder shall conform to and be in compliance with all applicable laws and regulations, be free from defect, claim, encumbrance or lien, and fit for the particular purpose and use intended by EWC patients. The EWC represents and expressly warrants that it has and shall at all times throughout the term of this Agreement has, whether by right, title or interest, including by license or otherwise, the intellectual property rights that are required to use, manufacture, market, offer to sell, sell, import and export the DMpt program in accordance with the terms of this Agreement and that neither this Agreement nor the act of any party pursuant hereto shall infringe any third party rights. The EWC further warrants that it shall comply with all applicable laws and regulations with respect to the provisioning of the MDpt program to MHI, and any Product sold and delivered by the EWC to MHI will be suitable for sale to its customers and that the DMpt program provided hereunder may be lawfully sold to the end users in the United States of America.

Conditions of Sale. These terms and conditions govern all sales and shipments by EWC and EWC hereby gives notice of refusal to honor any different or additional terms and conditions, except for such as may be expressly accepted by EWC in writing.

Limited Warranty. EWC warrants that the MDpt program is sold by it will be free of defects in workmanship or material for one (1) year as of the date of shipment to MHI. Should the EWC Products upon delivery fail to conform to this warranty, EWC shall, upon prompt written notice from MHI, correct such non-conformity either by replacement or by refund of the purchase price, at EWC's option in its sole discretion. Return of EWC Products to EWC pursuant to this paragraph shall be at EWC's risk and expense. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OF QUALITY WHETHER WRITTEN, ORAL, OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The foregoing limited warranty shall not apply to any EWC DMpt program product or part (a) which has been improperly altered, (b) subjected to misuse, misapplication, negligence or accident, or (c) used in a manner contrary to EWC's directions, or (d) t provided or for which the design was stipulated by MHI.

Limitation of liability. Whether on account of any alleged breach of this agreement or defects claimed for EWC products furnished hereunder, delays in delivery or any other claim based upon or with respect to such EWC products, in no event shall EWC be liable to MHI for special, indirect, incidental or consequential damages including, but not limited to, loss of profits or revenue, loss of use of products or facilities or services, downtime cost, or claims of customers of the MHI for such other damages. EWC's liability on any claim whether in contract, tort (including negligence) warranty, strict liability, or otherwise for any loss or damage arising out of, connected with, or from the design, manufacture, sale, delivery, resale. Repair, replacement , installation, or use of any product or part covered by or furnished under this contract shall in no case exceed the purchase price allocable to the EWC Product or part thereof which gives rise to the claim. All causes of action against EWC arising out of or relating to this contract or the performance hereof shall expire unless brought within one (1) year of the time of accrual thereof.

ARTICLE 4

RENEW AL PRICES AND PAYMENT

Payment Terms. All DMpt program billing, based upon actual insurance reimbursements received by EWC from a patient and or their insurance company, shall pay MHI for any of its associated billing fees for the services provided for within 5 business days of receipt of such funds.

Taxes and Duties. MHI agrees to pay, and to indemnify and hold EWC harmless from, any and all of the following : sales, use or privilege taxes, excise or similar taxes, value added taxes, import and export taxes, duties, or assessments and any other related charged levied by any jurisdiction pertaining to the EWC DMpt program services, other than taxes computed on the net income of EWC. If EWC agrees to advance or pay any of such taxes or charges. MHI agrees to reimburse EWC for same within thirty (30) days or presentation of billing statements for such taxes or charges.

Recalls or Corrective Actions. MHI shall fully cooperate with EWC in any decision by EWC with respect to EWC DMpt program, to recall, retrieve and/or replace its program. All costs and expenses associated with such recalls and corrective actions shall be borne solely by EWC.

No Alteration. Each party shall not remove, obliterate, or in any other manner affect, any trademark, trade name, certification mark, testing seal, means of identification, instructional or safety warning, or other marking of the other, whether affixed to the EWC DMpt program materials or otherwise. MHI shall not make any changes in the literature, warnings, labels or advertising under which EWC prescribes that the EWC ’s DMpt program is to be sold without EWC’s prior written authorization, and EWC shall deliver to MHI all such literature, warning, labels and materials to be provided by MHI to its customers.

ARTICLE 5

INDEMNIFICATION

Indemnification.

The EWC agrees to indemnify and hold MHI, its managers, members, officers, and employees (collectively, “MHI Indemnified Parties”; each, a “MHI Indemnified Party”) harmless from and against any and all costs, losses, liabilities, damages, claims or expenses (including without limitation reasonable attorney’s fees and expenses) (collectively, “Losses”) incurred by an Indemnified Party arising out of, related to, occasioned by or attributable to: (i) any claims made against a MHI Indemnified Party related to any of the Products sold, marketed or distributed by MHI; (i i) any breach by the EWC or any of its directors, officers, employees or agents of any representation, warranty or covenant made by the EWC herein; or (iii) the gross negligence or willful misconduct on the part of the EWC, or any of its directors, officers, employees or agent s in its/their performance of this Agreement. Notwithstanding anything herein to the contrary, the foregoing indemnity will not apply to Losses to the extent that such Losses have resulted from the w willful misconduct, bad faith, fraud or gross negligence of or breach of this Agreement by, a MHI Indemnified Party.

MHI shall indemnify and hold the EWC and its directors, officers, employees and shareholders (collectively, "EWC Indemnified Parties"; each, a "EWC Indemnified Party") harmless from any Losses incurred by a EWC Indemnified Party arising out of, related to, occasioned by or attributable to: (i) any breach by MHI or any of its managers, members, officers or employees of any representation, warranty or covenant made by MHI herein; or (ii) the gross negligence or willful misconduct on the part of MHI, or any of its managers, members, officers or employees in its/their performance of this Agreement. Notwithstanding anything herein to the contrary, the foregoing indemnity will not apply to Losses to the extent that such Losses have resulted from the willful misconduct, bad faith, fraud or gross negligence of, or breach of this Agreement by, a EWC Indemnified Party.

ARTICLE 6

TERM AND TERMINATION

7.1 Term. This Agreement shall become effective as of the Effective Date, and unless earlier terminated in accordance with any provision hereof, shall remain in force and effect for a period of 25 years (Twenty Five). Unless this Agreement has been terminated as provided herein, this Agreement will be renewed annually thereafter unless otherwise terminated by the parties in accordance with its terms.

Other Rights of Termination. The EWC may terminate this Agreement by giving written notice to MHI of such termination upon the occurrence of any of the following events:

any material breach of this Agreement by MHI or EWC;

dissolution of MHI or EWC for any reason;

if MHI shall be restrained, prevented or hindered for a continuous period of sixty (60) days from transacting a substantial part of its business by reason of a judgment, decree, order, rule or regulation of any court, or of any administrative or governmental authority or agency; or

if MHI and or the EWC shall become subject to any action or proceeding in the nature of a bankruptcy proceeding under United States or other law or shall make an arrangement with its creditors, or shall make an assignment for the benefit of its creditors, or a receiver, custodian, trustee, liquidator or comparable officer shall be appointed for MHI and or the EWC or its businesses.

MHI may terminate this Agreement at any time by giving 30-day written notice to the EWC. Such termination shall not relieve MHI from the requirement to make the payments under Section 3.3 above.

Effect of Termination. Upon any expiration or termination of this Agreement:

Neither party shall thereby be discharged from any liability or obligation to the other party which became due or payable prior to the effective date of such expiration or termination;

Those Sections of this Agreement which by their nature extend beyond termination, including but not limited to those in Articles 6 ("Indemnification") and 9 ("General Provisions") shall continue;

MHI's appointment as an authorized regional lab partner of EWC as more fully set forth herein shall immediately terminate, and MHI shall immediately cease any representations that it is an authorized regional lab partner ;

MHI will, upon request by EWC, transfer to EWC any product registrations, licenses or permits or other similar items which may have been obtained in the name of MHI, or jointly in the name of EWC and MHI, pursuant to this Agreement; and

The payment date of all monies due to one party by the other party shall automatically be accelerated so that they shall become due and payable on the effective date of expiration or termination.

ARTICLE 7

GENERAL PROVISIONS

Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their permitted successors and assigns, and shall be assignable by MHI to any of it's affiliates or subsidiaries. This Agreement may be assigned if, MHI is acquired by another entity.

Governing Law. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of New York, without regard to its conflicts of laws principles. Each party hereby irrevocably and unconditionally consents and agrees that all actions, suits or other proceedings arising under or in connection with this Agreement shall be tried and litigated in state or federal courts located in the county of Nassau in the State of New York, which courts shall have exclusive jurisdiction to hear and determine any and all claims, controversies and disputes arising out of or related to this Agreement and each party hereto waives any objection it may have now or hereafter have to venue or to convenience of forum.

A m e n d m e n on behalf of both parties.

Waiver. No waiver will be implied from conduct or failure to enforce rights. No waiver will be effective unless in writing signed on behalf of the party against whom the waiver is asserted.

Force Majeure. Neither party will have the right to claim damages or to terminate this Agreement as a result of the other party's failure or delay in performance due to circumstances beyond its reasonable control (except for obligations relating to fees payable under this Agreement) including, but not limited to, labor disputes, strikes, lockouts, shortages of or inability to manufacture or obtain the EWC Products hereunder, labor, energy, components , raw materials or supplies, war, riot, insurrection, epidemic, acts of God, or governmental action not the fault of the nonperforming party.

Severability. If any provision of this Agreement is held unenforceable or invalid by a court of competent jurisdiction , such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. Rather, such provision shall be stricken from this Agreement and the remaining provisions shall be fully enforceable.

Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement. Any executed signature page delivered by facsimile transmission shall be binding to the same extent as an original executed signature page, without regard to any agreement subject to the terms hereof or any amendment thereto.

Notices. All notices shall be in writing and shall be by personal delivery, or by certified or registered mail, return receipt requested, and deemed given upon personal delivery, or five (5) days after deposit in the mail. Notices shall be sent to the addresses set forth below or such other address as either party may specify in writing:

MHI:

[ ]
Millennium Healthcare, Inc.
[ ]

EWC:

Darwin Fogt, MPT
President & CEO
EWellness Corporation
2360 Corporate Circle, Suite 400
Henerson, Nevada 89074-7722

With a copies to:

Hunter Taubman Weiss
17 State Street, Floor 20
New York, NY 10004
P: 917-512-0848
F: 212-202-6380
Attention: Louis E. Taubman, Esq.
E-Mail: ltaubman@htwlaw.com

[ ]

Relationship of Parties; Use of Names. The parties to this Agreement are independent contractors. Neither party has authority to bind the other or to incur any obligation on the other party's behalf. Neither party will use the name of the other party except as necessary to comply with any applicable regulations.

Confidentiality. The parties to this Agreement respect the confidentiality of its contractual relationships. Each party agrees to not disclose any confidential information received from the other party in connection with this Agreement to any third party unless (i) such disclosure is approved in writing by the non-disclosing party or (ii) such disclosure is required by law or governmental regulation and the party requested to disclose such information has notified the other party in advance in writing. Neither party shall have any obligation with respect to the confidential information of the other party if (i) at the time of receipt, such information is in the public domain or subsequently enters the public domain without fault of the receiving party, (ii) at the time of receipt, the information was already known to the receiving party as evidenced by appropriate written records, (iii) such information becomes available to the receiving party from a bona-fide third-party source other than the disclosing party provided that such third-party source is not bound to any confidentiality obligations to the disclosing party; and (iv) such information is independently developed by the receiving party, as documented by appropriate written records. Upon termination or expiration of this Agreement, the receiving party shall cease all use of the other party's confidential information and, if requested, return all confidential information received. The obligations set forth in this Section 9.9 shall continue beyond the termination or expiration of this Agreement, and for so long as either party possesses confidential information of the other party.

Arbitration. Any disputes arising under this Agreement will be submitted to binding arbitration through the American Arbitration Association. Each party shall select one arbitrator and the two arbitrators so selected shall select a third arbitrator so that the three arbitrators shall govern the arbitration process and issue decisions that shall be binding upon the parties. Any such arbitration shall take place at a location agreed to by both parties at the time of arbitration.

Legal Fees. In the event of any legal action, arbitration or other proceeding arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred therein, in addition to any other relief to which it may be entitled.

Entire Agreement. This Agreement, including all exhibits to this Agreement, which are hereby incorporated by reference, represents the entire agreement between the parties relating to its subject matter and supersedes all prior representations, discussions, negotiations and agreements, whether written or oral.

Authority to Execute; Counterparts. Each of the undersigned represents and warrants that he/she has the right, legal capacity and authority to enter into this Agreement and that the execution of this Agreement has been authorized by the party on whose behalf the undersigned is executing this Agreement. This Agreement may be signed in counterparts which taken together shall constitute one document.

Millennium Healthcare Solutions, Inc.

eWellness Corpoartion

EXHIBIT A

THE DMpt Program

CREATING A PARTNERSIDP TO PROVIDE DISTANCE MONITORED PHYSICAL THERAPY

eWellness Corporation is a privately held Nevada corporation that provides Distance Monitored Physical Therapy Programs to diabetic and health challenged patients, through contracted physician practices and healthcare systems. EWC's plan is to become the new "Go-To" physical therapy solution in the national diabetes and obesity epidemic.

eWELLNESS DISTANCE MONITORED PHYSICAL THERAPY PROGRAM

The eWellness Distance Monitored Physical Therapy **("DMpt")** program, including: design, testing, exercise intervention, follow-up, and exercise demonstration, has been developed by accomplished Los Angeles based physical therapist Darwin Fogt. Mr. Fogt has extensive experience and education working with diverse populations from professional athletes to morbidly obese. He understands the most beneficial exercise prescription to achieve optimal results and is able to motivate all patient types to stay consistent in working toward their goals. Additionally, his methods have proven effective and safe as he demonstrates exercises with attention to proper form to avoid injury.

Fogt has established himself as a national leader in his field and has successfully implemented progressive solutions to delivering physical therapy. He has bridged the gap between physical therapy and fitness by opening Evolution Fitness, which uses licensed physical therapists to teach high intensity circuit training fitness classes. He also founded the first exclusive prenatal and postnatal physical therapy clinic in the country. Mr. Fogt is a leader in advancing the profession to incorporate research-based methods and focus on, not only rehabilitation but also wellness, functional fitness, performance, and prevention. He is able to recognize that the national healthcare structure (federal and private insurance) is moving toward a model of prevention.

TRACKABLE PHYSICAL THERAPY

The exercise **DMpt** prescription and instruction will be delivered with a series of on-line videos easily accessed by each patient on the internet. Each video will be 30 minutes in length with exercises, which will specifically address the common impairments associated with diabetes and/or obesity.

Exercise programs will be able to be performed within each patient's own home or work location without requiring standard gym equipment.

Each patient will be required to log in to the system, Upon conclusion of the prescribed exercise prescription, each successful patient shall be given the option of continuing to have access to the library of videos for continued independent progression for a nominal fee.

New video content with exercises specifically designed for the assigned population prescribed and demonstrated by a licensed physical therapist will be shot to maintain interest in the exercises among the viewing audience with monitoring performed automatically to ensure their compliance.

Each patient will be required to follow up with their referring physician at designated intervals and metrics such as blood pressure, blood sugars, BMI, etc. will be recorded to ensure success of the program.

TRACKABLE VIDEO EXERCISE PROGRAM

The ON-LINE **DMpt** video content will include all aspects of wellness preventative care to ensure the best results: cardiovascular training, resistance training, flexibility, and balance and stabilization.

Research studies on all the four distinct impairment have proven efficacious. Each video will integrate each of the four components to guarantee a comprehensive approach to the wellness program, but each video will specifically highlight one of the four components.

All of our **DMpt** video content will be fully mobile application compliant and are also available on all Desktops, Tablets, PC's and MAC computers and devises.

Multiple **DMpt** exercise videos will be shot to improve adherence to the program and limit redundancy for the patients. Recognizable athletes and celebrities shall be recruited to participate as subjects in the videos to improve interest for the patients and improve compliance.

SPECIFIC VIDEO PROGRAMS

Each MHC patient would receive a prescription for a series of three 8-week DMpt courses (24 weeks) in total of physical therapy and exercise that is provided by viewing on-line programs produced by EWC where the patient can do these exercises and stretching on their own at least 3-days per week for at least 30 minutes. There would be a total of 8 videos in each DMpt series.

The DMpt videos can be watched on a smart phone, I-pad or desktop. In order to view the videos the patient would log onto the EWC web-site and would directed to watch the appropriate video in sequence. As they are logged-in, EWC will be able to monitor how often and if the entire video session was viewed. This data would be captured and every week would be sent the prescribing MHC physician and EWC physical therapist ("PT") for review.

If the patient is not viewing the videos, then the prescribing MHC physician and/or the EWC PT would reach out to the patient by telephone and/or e-mail to encourage the patient to keep up their physical fitness regime. After each series the patient returns for an office visit to MHC for blood tests, blood pressure and weight management checkup as well as a follow-up visit with the physical therapist for assessment of patient's progress toward established goals.

These DMpt videos can be watched so that a lot of the instruction and perhaps even biofeedback can be done while walking and being outside and/or at your office desk.

EXERCISE PATIENT KITS

Each patient shall be provided a home exercise tool kit, which will includes: an inflatable exercise ball, a hand pump, a yoga mat, a yoga strap, and varying levels of resistance bands.

Each of the DMpt exercise videos will include exercises that incorporate the items given in the tool kit. By using a bare minimum of equipment, patients should be able to participate more easily at home or at their workplace. The estimated cost of the Exercise patient kit is $49.99, this amount will be refundable to the patient if they complete the program.

Yoga Mats
Yoga Straps
Exercise Ball

Exercise Bands: (each patient would get 3 various resist bands)
Pump

UP HEALTH MONITORING BANDS

In conjunction with the video program each patient would also receive UP Jawbone Health Monitor band. https ://jawbone.com/up #system . Track every move, including to distance, calories burned, active time, sleep time and quality, and activity intensity. The Jawbone has a price of $99.99 per unit, this amount will be refundable to the patient if they complete the program.

UP™ is a system that takes a holistic approach to a healthy lifestyle. The wristband tracks your movement and sleep in the background. The app displays your data, lets you add things like meals and mood, and delivers insights that keep you moving forward.

UP was designed to fit seamlessly in people's lives. Real life. It's a thoughtful combination of engineering and design, custom-made for how we live. UP is both flexible and strong. Sometimes UP needs to slide smoothly under sleeves or bend to accommodate an active lifestyle. Other times it has to be strong enough to stand up to a snowball fight without a problem (or more likely, a few thousand showers). Day and night, UP is right there with you.

iBGSTAR (For Diabetic Patients Only)

In addition to Jawbone monitoring system and access to exercise videos, patients will receive an iBGStar blood glucose monitoring system. Data from self-monitoring will be captured and monitored throughout the program.

The innovative iBGStar® is the first blood glucose meter that can be used on its own or connected directly to an Apple iPhone® or iPod touch® to easily display, manage and communicate your diabetes information. The iBGStar meets today's industry standards for accuracy.

BGStar is anticipated to be reimbursable through insurance submittal with physician prescription, with a cost of $29.99.

PATIENT BILLING

Billing & Reimbursement Cycles: We anticipate that EWC will submit bills to their patients insurance companies on a daily basis. MHI will charge EWC a fixed billing fee for any services provided.

PT Evaluations, Re-evaluations and Physical tests would be performed by EWC staff that will be located at selected MHC facilities, affiliated physician offices and non-affiliated physician offices..

FOLLOW-ON PROGRAM

Upon conclusion of the prescribed exercise prescription, each successful patient shall be given the option of continuing to have access to the library of videos for continued independent progression for a nominal fee of $29.99 for a one-year program extension.

New video content with exercises specifically designed for the assigned population prescribed and demonstrated by a licensed physical therapist will be shot to maintain interest in the exercises among the viewing audience.

FORM OF
PROMISSORY NOTE

$[ ] **[ ], 2014**

FOR VALUE RECEIVED, **eWellness Healthcare Corporation,** a Nevada corporation (referred to herein as "Borrower") with a business address at 11825 Major Street, Culver City, , CA 90230, hereby unconditionally agrees and promises to pay to the order of **[ ]** (the "Lender" and/or its successors and assigns (collectively, with the Lender, the "Holder"), at, or such other place as the Holder may from time to time designate, the principal sum of [ ] ($[ ]) DOLLARS (the "Principal Indebtedness"), together with interest on the outstanding Principal Indebtedness evidenced by this Note at the Interest Rate defined herein.

Unless otherwise expressly defined in this Note, all capitalized terms used herein shall have the same meaning as assigned to them in the Securities Purchase Agreement.

a) Principal Indebtedness of the Loan. The entire Principal Indebtedness shall be due and payable on the December 31, 2014 Maturity Date, unless converted as set forth in section (c) below.

b) Interest. Interest shall be payable on the outstanding Principal Indebtedness at the rate of twelve (12%) percent per annum (the " Interest Rate"). Interest at the Interest Rate shall be payable on the Maturity Date, together with the then outstanding Principal Indebtedness on the Maturity Date.

c) Future Security. Upon the close of Borrower's anticipated private financing (the "New Private Financing"), which is expected to commence no later than ten (10) business days following the date that the Borrower files a Current Report on Form 8-K disclosing the share exchange transaction between the Borrower, eWellness Corporation ("eWellness"), Andreas A. McRobbie-Johnson and eWellness' shareholders, this Note shall automatically convert into the securities (the "New Securities") to be issued in New Private Financing upon the same terms as new investors in the New Private Financing.

d) All payments shall be applied first to interest and then to principal. The Borrower may not prepay any amounts contemplated under this Note in full or in part prior to the Maturity Date.

e) This Note is intended to be governed by the laws of the State of Nevada.

f) It is agreed that time is of the essence in the performance of this Note.

g) It is agreed that if this Note is placed in the hands of an attorney for collection, by suit or otherwise, or to enforce its collection, the Borrower shall pay all reasonable costs of collection including reasonable attorneys' fees.

h) The Borrower hereby waive diligence, presentment, demand, protest, notice of intent to accelerate, notice of acceleration, and any other notice of any kind. No delay or omission on the part of the Holder in exercising any right hereunder shall operate as a waiver of such right or of any other remedy under this Note. A waiver on any one occasion shall not be construed as a bar to or waiver of any such right or remedy on a future occasion.

i) All agreements between the Holder and the Borrower are hereby expressly limited so that in no contingency or event whatsoever, whether by reason of acceleration or maturity of the indebtedness evidenced hereby or otherwise, shall the amount paid or agreed to be paid to the Holder for the use, forbearance, loaning or detention of the indebtedness evidenced hereby exceed the maximum permissible under applicable law.

j) Borrower acknowledges that Holder's willingness to make the loan represented by this Note is based on the facts represented to Holder by Borrower as set forth in the letter date as of this same date between the parties.

HOLDER AND BORROWER IRREVOCABLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING HEREAFTEI INSTITUTED BY OR AGAINST HOLDER OR BORROWER IN RESPECT OF THIS NOTE OR ARISING OUT OF ANY DOCUMENT, INSTRUMENT OR AGREEMENT EVIDENCING, GOVERNING OR SECURING THIS NOTE. BORROWER ACKNOWLEDGES THAT THE INDEBTEDNESS EVIDENCED BY THIS NOTE IS PART OF A COMMERCIAL TRANSACTION

IN WITNESS WHEREOF, this Note has been executed by Borrower as of the day and year first set forth above.

eWellness Healthcare Corporation
a Nevada corporation

By: _____
Name: _____
Title: _____

CODE OF ETHICS AND BUSINESS CONDUCT

eWELLNESS HEALTHCARE CORPORATION

1. Introduction.

1.1 The Board of Directors of eWellness Healthcare Corporation (the "Company") has adopted this Code of Ethics and Business Conduct (the "Code") in order to:

(a) promote honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest;

(b) promote full, fair, accurate, timely and understandable disclosure in reports and documents that the Company files with, or submits to, the Securities and Exchange Commission (the "SEC") and in other public communications made by the Company;

(c) promote compliance with applicable governmental laws, rules and regulations;

(d) promote the protection of Company assets, including corporate opportunities and confidential information;

(e) promote fair dealing practices;

(f) deter wrongdoing; and

(g) ensure accountability for adherence to the Code.

1.2 All directors, officers and employees are required to be familiar with the Code, comply with its provisions and report any suspected violations as described below in **Section 10**, Reporting and Enforcement.

2. Honest and Ethical Conduct.

2.1 The Company's policy is to promote high standards of integrity by conducting its affairs honestly and ethically.

2.2 Each director, officer and employee must act with integrity and observe the highest ethical standards of business conduct in his or her dealings with the Company's customers, suppliers, partners, service providers, competitors, employees and anyone else with whom he or she has contact in the course of performing his or her job.

3. Conflicts of Interest.

3.1 A conflict of interest occurs when an individual's private interest (or the interest of a member of his or her family or close friend(s) or business associate(s)) interferes, or even appears to interfere, with the interests of the Company as a whole. A conflict of interest can arise when an employee, officer or director (or a member of his or her family or a close friend(s) or business associate(s)) takes actions or has interests that may make it difficult to perform his or her work for the Company objectively and effectively. Conflicts of interest also arise when an employee, officer or director (or a member of his or her family or close friend(s) or business associate(s)) receives improper personal benefits as a result of his or her position in the Company.

3.2 Loans by the Company to, or guarantees by the Company of obligations of, employees or their family members or a close friend(s) or business associate(s) are of special concern and could constitute improper personal benefits to the recipients of such loans or guarantees, depending on the facts and circumstances. Loans by the Company to, or guarantees by the Company of obligations of, any director or officer or their family members or close friend(s) or business associate(s) are expressly prohibited.

3.3 Whether or not a conflict of interest exists or will exist can be unclear. Conflicts of interest should be avoided unless specifically authorized as described in **Section 3.4**.

3.4 Persons other than directors and executive officers who have questions about a potential conflict of interest or who become aware of an actual or potential conflict should discuss the matter with, and seek a determination and prior authorization or approval from, their supervisor or the Chief Financial Officer/Chief Compliance Officer, or his designee. A supervisor may not authorize or approve conflict of interest matters or make determinations as to whether a problematic conflict of interest exists without first providing the Chief Financial Officer/Chief Compliance Officer with a written description of the activity and seeking the Chief Financial Officer's/Chief Compliance Officer's written approval. If the supervisor is himself involved in the potential or actual conflict, the matter should instead be discussed directly with the Chief Financial Officer/Chief Compliance Officer.

Directors and executive officers must seek determinations and prior authorizations or approvals of potential conflicts of interest exclusively from the Audit Committee.

4. Compliance.

4.1 Employees, officers and directors should comply, both in letter and spirit, with all applicable laws, rules and regulations in the cities, states and countries in which the Company operates.

4.2 Although not all employees, officers and directors are expected to know the details of all applicable laws, rules and regulations, it is important to know enough to determine when to seek advice from appropriate personnel. Questions about compliance should be addressed to the Legal Department or the Chief Financial Officer/Chief Compliance Officer.

4.3 No director, officer or employee may purchase or sell any Company securities while in possession of material non-public information regarding the Company, nor may any director, officer or employee purchase or sell another company's securities while in possession of material non-public information regarding that company, except as otherwise permitted under the Policy on Insider Trading of eWellness Healthcare Corporation. It is against Company policies and illegal for any director, officer or employee to use material non-public information regarding the Company or any other company to:

(a) obtain profit for himself or herself; or

(b) directly or indirectly "tip" others who might make an investment decision on the basis of that information.

5. Disclosure.

5.1 The Company's periodic reports and other documents filed with the SEC, including all financial statements and other financial information, must comply with applicable federal securities laws and SEC rules.

5.2 Each director, officer and employee who contributes in any way to the preparation or verification of the Company's financial statements and other financial information must ensure that the Company's books, records and accounts are accurately maintained. Each director, officer and employee must cooperate fully with the Company's accounting and internal audit processes, controls and procedures from time to time in effect, as well as the Company's independent public accountants and counsel.

5.3 Each director, officer and employee who is involved in the Company's disclosure process must:

(a) be familiar with and comply with the Company's disclosure controls and procedures and its internal control over financial reporting; and

(b) take all necessary steps to ensure that all filings with the SEC and all other public communications about the financial and business condition of the Company provide full, fair, accurate, timely and understandable disclosure.

6. Protection and Proper Use of Company Assets.

6.1 All directors, officers and employees should protect the Company's assets and ensure their efficient use. Theft, carelessness and waste have a direct impact on the Company's profitability and are prohibited.

6.2 All Company assets should be used only for legitimate business purposes. Any suspected incident of fraud or theft should be reported for investigation immediately.

6.3 The obligation to protect Company assets includes the Company's proprietary information. Proprietary information includes, among other things, intellectual property such as trade secrets, patents, trademarks, and copyrights, as well as business and marketing plans, engineering and manufacturing ideas, designs, databases, records and any non-public financial data or reports. Unauthorized use or distribution of this information is prohibited and could also be illegal and may result in civil or criminal penalties.

7. Corporate Opportunities. All directors, officers and employees owe a duty to the Company to advance its interests when the opportunity arises. Directors, officers and employees are prohibited from taking for themselves personally (or for the benefit of friends or family members or close friend(s) or business associate(s)) opportunities that are discovered through the use of Company assets, property, information or position. Directors, officers and employees may not use Company assets, property, information or position for personal gain (including gain of friends or family members or close friend(s) or business associate(s)). In addition, no director, officer or employee may compete with the Company.

8. Confidentiality. Directors, officers and employees should maintain the confidentiality of information entrusted to them by the Company or by its customers, suppliers or partners, except when disclosure is expressly authorized or legally required. Confidential information includes all non-public information (regardless of its source) that might be of use to the Company's competitors or harmful to the Company or its customers, suppliers or partners if disclosed.

9. Fair Dealing. Each director, officer and employee must deal fairly with the Company's customers, suppliers, partners, service providers, competitors, employees and anyone else with whom he or she has contact in the course of performing his or her job. No director, officer or employee may take unfair advantage of anyone through manipulation, concealment, abuse or privileged information, misrepresentation of facts or any other unfair dealing practice.

10. Reporting and Enforcement.

10.1 Reporting and Investigation of Violations.

(a) Actions prohibited by this code involving directors or executive officers must be reported to the Audit Committee.

(b) Actions prohibited by this code involving any other person must be reported to the reporting person's supervisor or the Chief Financial Officer/Chief Compliance Officer.

(c) After receiving a report of an alleged prohibited action, the Audit Committee, the relevant supervisor or the Chief Financial Officer/Chief Compliance Officer must promptly take all appropriate actions necessary to investigate.

(d) All directors, officers and employees are expected to cooperate in any internal investigation of misconduct.

10.2 Enforcement.

(a) The Company must ensure prompt and consistent action against violations of this Code.

(b) If, after investigating a report of an alleged prohibited action by a director or executive officer, the Audit Committee determines that a violation of this Code has occurred, the Audit Committee will report such determination to the Board of Directors.

(c) If, after investigating a report of an alleged prohibited action by any other person, the relevant supervisor or the Chief Financial Officer/Chief Compliance Officer determines that a violation of this Code has occurred, the supervisor or the Chie Financial Officer/Chief Compliance Officer will report such determination to the Chief Executive Officer.

(d) Upon receipt of a determination that there has been a violation of this Code, the Board of Directors or the Chief Executive Officer will take such preventative or disciplinary action as it deems appropriate, including, but not limited to, reassignment, demotion, dismissal and, in the event of criminal conduct or other serious violations of the law, notification of appropriate governmental authorities.

10.3 Waivers.

(a) The Board of Directors sitting with active quorum and not pursuant to a delegated authority to any other committee thereof may, in its discretion, waive any violation of this Code.

(b) Any waiver for a director or an executive officer shall be disclosed as required by SEC and the rules of any securities exchange on which the Company's securities are listed.

10.4 Prohibition on Retaliation.

The Company does not tolerate acts of retaliation against any director, officer or employee who makes a good faith report of known or suspected acts of misconduct or other violations of this Code.

ADOPTED: This 30th day of April, 2014

ACKNOWLEDGMENT OF RECEIPT AND REVIEW

To be signed and returned to the Chief Financial Officer/Chief Compliance Officer.

I, _____, acknowledge that I have received and read a copy of the Code of Ethics and Business Conduct of eWellness Healthcare Corporation. I understand the contents of the Code and I agree to comply with the policies and procedures set out in the Code.

I understand that I should approach the Chie Financial Officer/Chief Compliance Officer if I have any questions about the Code generally or any questions about reporting a suspected conflict of interest or other violation of the Code.

_____

[NAME]

_____

[PRINTED NAME]

_____

[DATE]

eWELLNESS CORPORATION

Independent Auditors' Report and Financial Statements

December 31, 2013 and 2012

TABLE OF CONTENTS

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors and Shareholders
eWellness Corporation

We have audited the accompanying balance sheets of eWellness Corporation (a development stage company) (the Company) as of December 31, 2013 and 2012, and the related statements of operations, stockholders' equity, and cash flows for the periods then ended, and the period from inception on August 1, 2012 through December 31, 2013. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform an audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company has determined that it is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purposes of expressing an opinion on the effectiveness of the Company's internal controls over financial reporting. Accordingly, we express no such opinion. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of eWellness Corporation (a development stage company) as of December 31, 2013 and 2012, and the results of its operations and cash flows for the periods then ended and for the period from inception on August 1, 2012 through December 31, 2013, in conformity with accounting principles generally accepted in the United States of America.

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 2 to the financial statements, the Company has no revenues, no operations, and no operating cash flows during the period from inception (August 1, 2012) through December 31, 2013. These issues raise substantial doubt about its ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 2. The financial statements do not include any adjustment that might result from the outcome of this uncertainty.

/s/ Mantyla McReynolds
Salt Lake City, Utah
April 1, 2014

eWELLNESS CORPORATION
(A DEVELOPMENT STAGE CORPORATION)
BALANCE SHEETS

	December 31, 2013	December 31, 2012
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$ -	$ -
Other Assets	4,770	-
Total Current Assets	4,770	-
Property, Plant and Equipment, net	4,074	-
TOTAL ASSETS	$ 8,844	$ -
LIABILITIES AND STOCKHOLDERS' EQUITY		
LIABILITIES		
Accounts payable and accrued expenses	$ -	$ -
TOTAL LIABILITIES	-	-
STOCKHOLDERS' EQUITY		
Common stock, authorized, 100,000,000 shares, $.001 par value, 9,000,000 and 0 shares issued and outstanding as of December 31, 2013 and December 31, 2012, respectively	9,000	-
Additional Paid in Capital	561,538	95,058
Accumulated deficit (during development stage)	(561,694)	(95,058)
Total Stockholders' Equity	8,844	-
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$ 8,844	$ -

The accompanying notes are an integral part of these financial statements

eWELLNESS CORPORATION
(A DEVELOPMENT STAGE CORPORATION)
STATEMENTS OF OPERATIONS

	For the Year Ended December 31,	From inception (August 1, 2012) through December 31,	From inception (August 1, 2012) through December 31,
TOTAL REVENUES	$ -	$ -	$ -
EXPENSES			
Executive compensation	423,000	92,000	515,000
General and administrative	40,930	2,948	43,878
Research and development - related party	2,706	110	2,816
Total Expenses	466,636	95,058	561,694
NET LOSS	$ (466,636)	$ (95,058)	$ (561,694)
BASIC AND DILUTED LOSS PER COMMON SHARE	$ (0.05)	$ (0.01)	$ (0.06)
WEIGHTED AVERAGE NUMBER OF COMMON SHARES OUTSTANDING	9,000,000	9,000,000	9,000,000

The accompanying notes are an integral part of these financial statements

eWELLNESS CORPORATION
(A DEVELOPMENT STAGE CORPORATION)
STATEMENTS OF STOCKHOLDERS' EQUITY

	Common Shares		Additional	Accumulated Deficit Development	Total Stockholders'
	Shares	Amount	Paid in Capital	Stage	Equity
Balance at Inception (August 1, 2012)	-	$ -	$ -	$ -	$ -
Contributed services			92,000		92,000
Expenses paid by shareholders			3,058		3,058
Net loss				(95,058)	(95,058)
Balance at December 31, 2012	-	$ -	$ 95,058	$ (95,058)	$ -
Common stock issued at incorporation	9,000,000	9,000			9,000
Contributed services			414,000		414,000
Expenses paid and assets contributed by shareholders			52,480		52,480
Net loss				(466,636)	(466,636)
Balance at December 31, 2013	9,000,000	$ 9,000	$ 561,538	$ (561,694)	$ 8,844

The accompanying notes are an integral part of these financial statements

eWELLNESS CORPORATION
(A DEVELOPMENT STAGE CORPORATION)
STATEMENTS OF CASH FLOWS

	For year ended December 31,	From inception (August 1, 2012) through December 31,	From inception (August 1, 2012) through December 31,
OPERATING ACTIVITIES			
Net loss	$ (466,636)	$ (95,058)	$ (561,694)
Adjustments to reconcile from net loss to net cash used in operating activities			
Depreciation Expense	140	-	140
Contributed services	423,000	92,000	515,000
Expenses paid by shareholders	43,496	3,058	46,554
Changes in operating assets and liabilities			
Accounts payable and accrued expenses	-	-	-
Net cash used in operating activities	$ -	-	-
NET INCREASE IN CASH	-	-	-
CASH, BEGINNING OF PERIOD	-	-	-
CASH, END OF PERIOD	$ -	$ -	$ -
SUPPLEMENTAL INFORMATION			
Cash paid for income taxes	$ -	$ -	$ -
Cash paid for interest	$ -	$ -	$ -
NON CASH INVESTING AND FINANCING ACTIVITIES			
Assets contributed by shareholders	$ 8,844	$ -	$ 8,844

The accompanying notes are an integral part of these financial statements

Note 1. The Company

The Company and Nature of Business

eWellness Corporation (the "Company") it in the development stage and has yet to begin operations as of December 31, 2013. The Company was incorporated under the laws of the State of Nevada on May 20, 2013. The Company is a development stage corporation that has developed a telemedicine platform that is anticipated to provide Distance Monitored Physical Therapy ("DMpt") programs to pre-diabetic, cardiac and health challenged patients initiated through contracted physician practices and healthcare systems. The Company's DMpt program has been specifically designed for lower back pain, pre-diabetic and heart attack patients.

Commencing on August 1, 2012, the date of inception for the accompanying financial statements, the Company's founders contributed services and paid expenses on behalf of the Company. Accordingly, the balance sheets and related statements of operations, stockholders' equity and cash flows reflect activity prior to the Company's date of incorporation.

On November 13, 2013, the Company signed a non-binding Share Exchange Letter of Intent ("LOI") with another company. The LOI contemplated signing a definitive agreement on or before December 31, 2013. On January 9, 2014, the LOI closing was extended from December 31, 2013 to March 1, 2014. On February 26, 2014, the LOI closing was extended from March 1, 2014 to March 31, 2014. On April 1, 2014, the LOI closing was extended from March 31, 2014 to April 30, 2014.

Note 2. Summary of Significant Accounting Policies

Basis of Presentation

The Financial Statements and related disclosures have been prepared pursuant to the rules and regulations of the Securities and Exchange Commission ("SEC"). In accordance with ASC Topic 915, the Company has limited operations and is in the development stage of operation. The Financial Statements have been prepared using the accrual basis of accounting in accordance with U.S. GAAP.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenue and expenses during the reporting period. Actual results could differ materially from these good faith estimates and judgments.

Going Concern

The accompanying financial statements have been prepared in conformity with accounting principles generally accepted in the United States which contemplate continuation of the Company as a going concern. The Company has not established any source of revenues to cover its operating costs; as such, the Company has incurred an operating loss since inception. Further, as of December 31, 2013, the cash resources of the Company were insufficient to meet its current business plan. These and other factors raise substantial doubt about the Company's ability to continue as a going concern. The accompanying financial statements do not include any adjustments to reflect the possible future effects on the recoverability and classification of assets or the amounts and classification of liabilities that may result from the possible inability of the Company to continue as a going concern.

The Company intends on financing its future development activities and its working capital needs largely from the sale of public equity securities with some additional funding from other traditional financing sources, including term notes until such time that funds provided by operations are sufficient to fund working capital requirements.

Deferred Offering and Acquisition Costs

The Company defers as other assets the direct incremental costs of raising capital until such time as the offering is completed. At the time of the completion of the offering, the costs will be charged against the capital raised. Should the offering be terminated, the deferred offering costs will be charged to operations during the period in which the offering is terminated. Direct acquisition costs will be expensed as incurred.

Fair value of financial instruments

The Company complies with the accounting guidance under Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 820-10, *Fair Value Measurements,* as well as certain related FASB staff positions. This guidance defines fair value as the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. When determining the fair value measurements for assets and liabilities required to be recorded at fair value, the
Company considers the principal or most advantageous market in which it would transact business and considers assumptions that marketplace participants would use when pricing the asset or liability, such as inherent risk, transfer restrictions, and risk of nonperformance.

The guidance also establishes a fair value hierarchy for measurements of fair value as follows:

Level 1 – quoted market prices in active markets for identical assets or liabilities.

Level 2 – inputs other than Level 1 that are observable, either directly or indirectly, such as quoted prices in active markets for similar assets or liabilities, quoted prices for identical or similar assets or liabilities in markets that are not active, or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3 – unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

As of December 31, 2013 and 2012, the Company did not have Level 1, 2, or 3 financial assets or liabilities.

Cash and Cash Equivalents

Cash and cash equivalents includes all cash deposits and highly liquid financial instruments with an original maturity to the Company of three months or less.

Property and Equipment

Property and equipment consists of assets with useful lives longer than one year. Useful lives for assets have been determined to be 5 years for the Company.

Revenue Recognition

The Company is in the development stage and has yet to realize revenues from operations. Once the Company has commenced operations, it will recognize revenues when delivery of goods or completion of services has occurred provided there is persuasive evidence of an agreement, acceptance has been approved by its customers, the fee is fixed or determinable based on the completion of stated terms and conditions, and collection of any related receivable is probable.

Research and Development

Research and development is primarily related to developing and improving methods related to our distance monitored physical therapy program. Research and development expenses are expensed when incurred. During the periods ended December 31, 2013 and 2012, there were $2,706 and $110 of research and development expenses, respectively, incurred that were paid by a related party.

Loss per Common Share

Basic loss per share is computed by dividing the net loss attributable to the common stockholders by the weighted average number of shares of common stock outstanding during the period. Fully diluted loss per share is computed similar to basic loss per share except that the denominator is increased to include the number of additional common shares that would have been outstanding if the potential common shares had been issued and if the additional common shares were dilutive. There were no dilutive financial instruments issued or outstanding for the period ended December 31, 2013.

The Company accounted for the issuance of 9,000,000 common shares at incorporation to be a formation transaction and has reflected the shares outstanding as of the earliest period presented.

Income taxes

The Company follows ASC Topic 740 for recording the provision for income taxes. Deferred tax assets and liabilities are computed based upon the difference between the financial statement and income tax basis of assets and liabilities using the enacted marginal tax rate applicable when the related asset or liability is expected to be realized or settled. Deferred income tax expenses or benefits are based on the changes in the asset or liability each period. If available evidence suggests that it is more likely than not that some portion or all of the deferred tax assets will not be realized, a valuation allowance is recorded to reduce the deferred tax assets to the amount that is more likely than not to be realized. Future changes in such valuation allowance are included in the provision for deferred income taxes in the period of change.

Deferred income taxes may arise from temporary differences resulting from income and expense items reported for financial accounting and tax purposes in different periods. Deferred taxes are classified as current or non-current, depending on the classification of assets and liabilities to which they relate. Deferred taxes arising from temporary differences that are not related to an asset or liability are classified as current or non-current depending on the periods in which the temporary differences are expected to reverse.

The Company applies a more-likely-than-not recognition threshold for all tax uncertainties. ASC Topic 740 only allows the recognition of those tax benefits that have a greater than fifty percent likelihood of being sustained upon examination by the taxing authorities.

Recent accounting pronouncements

From time to time, new accounting pronouncements are issued by the Financial Accounting Standards Board (“FASB”) that are adopted by the Company as of the specified date. If not discussed, management believes that the impact of recently issued standards, which are not yet effective, will not have a material impact on the Company’s financial statements upon adoption.

Note 3. Property and Equipment

Property and equipment consists of computer equipment that is stated at cost $4,214 and $0, less accumulated depreciation of $140 and $0 at December 31, 2013 and 2012, respectively. Depreciation expense was $140 and $0 for the years ended December 31, 2013 and 2012, respectively. Depreciation expense is computed using the straight-line method over the estimated useful life of the assets, which is five years for computer equipment.

Note 4. Related Parties Transactions

During the periods ended December 31, 2013 and 2012, related parties contributed services, equipment and other assets to the Company in the amounts of $475,480 and $95,058, respectively.

Note 5. Income Taxes

The Company utilizes the liability method of accounting for income taxes. Under the liability method deferred tax assets and liabilities are determined based on the differences between financial reporting basis and the tax basis of the assets and liabilities and are measured using enacted tax rates and laws that will be in effect when the differences are expected to reverse.

The provision for income taxes consists of the following as of December 31, 2013 and 2012:

	12/31/2013	12/31/2012
Current Tax		
Federal	$ -	$ -
State	-	-
Deferred Tax		
Federal	(15,067)	(940)
Benefits of operating loss carry forwards	15,067	940
State	-	-
Total Provision	-	-

The tax effect of temporary differences that give rise to significant portions of the deferred tax asset are summarized below.

	12/31/2013	12/31/2012
Deferred Tax Assets		
Current	$ -	$ -
Noncurrent		
Net operating losses	15,067	940
Total noncurrent	$ 15,067	$ 940
Valuation Allowance	(15,067)	(940)
Net Deferred Taxes	$ -	$ -

The Company's provision for income taxes was $0 for the periods ended December 31, 2013 and 2012, respectively. Because the Company incurred net operating losses since inception a full valuation allowance was recorded. The Company's net federal operating loss carry forward of approximately $44,314 begins to expire in 2032.

Operating Losses Expires	Amount
2032	2,765
2033	41,549
Total	44,314

The Company's valuation allowance increased by $14,127 from the previous balance of $940 as of December 31, 2012.

A reconciliation between income taxes at statutory tax rates (34%) and the actual income tax provision for continuing operations as of December 31, 2013 and 2012 is as follows:

	12/31/2013	12/31/2012
Expected provision (based on statutory rate)	$ (158,656)	$ (32,320)
Effect of:		
Increase in valuation allowance	14,127	940
Contributed services	143,820	31,280
Non-deductible expenses	709	100
Actual provision	$ -	$ -

The Company did not identify any material uncertain tax positions of the Company on returns that have been filed or that will be filed. The Company has not had operations and has deferred items consisting entirely of unused Net Operating Losses as disclosed above. Since it is not thought that this Net Operating Loss will ever produce a tax benefit, even if examined by taxing authorities and disallowed entirely, there would be no effect on the financial statements.

The Company's policy is to recognize potential interest and penalties accrued related to unrecognized tax benefits within income tax expense. For the years ended December 31, 2013 and 2012, the Company did not recognize any interest or penalties, nor did we have any interest or penalties accrued as of December 31, 2013 and 2012 related to unrecognized benefits.

The Company will be filing for an extension of the federal income tax return in the U.S for the year ended December 31, 2013. The tax years ended December 31, 2013 and 2012 are open for examination for federal income tax purposes and by other major taxing jurisdictions to which we are subject.

Note 6. Stockholder's Equity

The total number of shares of common stock which the Company shall have authority to issue is one hundred million (100,000,000) common shares with a par value of $.001 per share. At incorporation on May 20, 2013, the Company issued 9,000,000 shares at a cumulative par value of $9,000.

Holders of common stock are entitled to cast one vote for each share on all matters submitted to a vote of shareholders; election of directors shall be decided by a plurality of the votes cast. The holders of common stock are entitled to receive ratably such dividends, if any, as may be declared by the Board of Directors out of funds legally available therefore.

Note 7. Commitments and Contingencies

The Company's corporate offices are located at 11825 Major Street, Culver City, California. These facilities are furnished rent free by one of the Company's shareholders. An imputed rent expense of $5,000 was recorded to the Statements of Operations and recorded as Additional Paid in Capital on the Balance Sheets Statement of Stockholders' Equity for the period ended December 31, 2013.

From time to time the Company may become a party to litigation matters involving claims against the Company. Management believes that there are no current matters that would have a material effect on the Company's financial position or results of operations.

The Company has engaged the services of legal counsel contingent upon completion of the Share Exchange Merger. Since the agreement stipulates that no fees will be charged until the merger is complete, the Company has recorded no expenses nor anything due for these services during the period ended December 31, 2013. If no merger is complete, there will be no expenses for the legal counsel services.

Note 8. Segment Reporting

The Company has one operating segment, which was identified based upon the availability of discrete financial information and the chief operating decision makers' regular review of financial information.

Note 9. Subsequent Events

As discussed in Note 1, the non-binding LOI was extended from December 31, 2013 to April 30, 2014.

In March 2014, the Company raised $30,000 from an independent third party.

eWellness Healthcare Corporation
(Formerly Dignyte, Inc.)
(A Development Stage Enterprise)
Pro-Forma Condensed Consolidated Balance Sheet
December 31, 2013
(unaudited)

	eWellness Healthcare Corporation	eWellness Corporation	Pro-Forma Adjustments		Pro-Forma Consolidated
ASSETS					
Current assets:					
Cash	$ 100	$ -	$ 62,761	a	$ 155,115
			130,000	b	
			(37,746)	c	
Restricted Cash	62,761	$ -	(62,761)	a	-
Prepaid expenses	-	4,770	-		4,770
Total Current Assets	62,861	4,770	92,254		159,885
Property and equipment, net	-	4,074	-		4,074
Total Assets	$ 62,861	$ 8,844	$ 92,254		$ 163,959
LIABILITIES AND STOCKHOLDERS' EQUITY					
Current liabilities:					
Accounts payable	$ 3,389	$ -	$ -		$ 3,389
Accounts payable - related party	40,893	-	-		40,893
Notes Payable	-	-	130,000	b	130,000
Total current liabilities	44,282	-	-		174,282
Total Liabilities	44,282	-	130,000		174,282
Common shares subject to redemption	65,290	-	(65,290)	e	-
Stockholders' equity:					
Preferred stock, authorized, 10,000,000 shares, $.001 par value, 0 shares issued and outstanding	-	-	-		-
Common stock, authorized, 100,000,000 shares, $.001 par value, 10,000,000 shares issued and outstanding	10,000	9,000	(10,000)	d	14,879
			(9,000)	d	
			14,200	d	
			679	e	
Additional paid in capital	7,038	561,538	10,000	d	630,949
			9,000	d	
			(14,200)	d	
			(7,038)	d	
			64,611	e	
Accumulated deficit (during development stage)	(63,749)	(561,694)	(37,746)	c	(656,151)
			7,038	d	
Total Stockholders' Equity	(46,711)	8,844	27,544		(10,323)
Total Liabilities and Stockholders' Equity	$ 62,861	$ 8,844	$ 92,254		$ 163,959

eWellness Healthcare Corporation
(Formerly Digntye, Inc.)
(A Development Stage Enterprise)
Pro-Forma Condensed Consolidated Statement of Operations
For Period Ending December 31, 2013
(unaudited)

	eWellness Healthcare Corporation	eWellness Corporation	Pro-Forma Adjustments		Pro-Forma Consolidated
Total Revenue	$ -	$ -	-		$ -
Operating expenses:					
Executive compensation	-	423,000	-		423,000
General and administrative	7,350	40,930	-		48,280
Professional fees	16,331	-	-		16,331
Research and development - related party	-	2,706	-		2,706
Total Operating Expenses	23,681	466,636	-		490,317
Net (loss) from operations	(23,681)	(466,636)	-		(490,317)
Other income and (expense)					
Interest income	32	-	-		32
Interest expense	(2,629)	-	-		(2,629)
Interest expense - related party	(22)	-	-		(22)
Total other income (expense)	(2,619)	-	-		(2,619)
Net (loss) before income taxes	(26,300)	(466,636)	-		(492,936)
Income tax expense	(50)	-	-		(50)
Net (loss)	$ (26,350)	$ (466,636)	$ -		$ (492,986)
BASIC AND DILUTED LOSS PER COMMON SHARE	$ (0.01)	$ (0.05)			$ (0.03)
WEIGHTED AVERAGE NUMBER OF COMMON SHARES OUTSTANDING	10,296,742	9,000,000	(4,418,242)	f	14,878,500

eWELLNESS HEALTHCARE CORPORATION
(Formerly Dignyte, Inc.)
(A Development Stage Enterprise)
Notes to Condensed Pro Forma Financial Statements
December 31, 2013

On April 30, 2014, eWellness Healthcare Corporation (formerly Dignyte, Inc.) (the "Company"), a Nevada corporation, and eWellness Corporation (eWellness), a Nevada corporation, entered into a Share Exchange Agreement (the "Agreement") wherein the Company agreed to issue 9,200,000 shares to the shareholders of eWellness Corporation. In addition, our former chief executive officer agreed to tender 5,000,000 shares of common stock back to the Company and also to assign from his holdings an additional 2,500,000 shares to the shareholders of eWellness Corporation resulting in a total of 11,700,000 shares owned by those shareholders. Upon completion of the transaction, eWellness will become our wholly owned subsidiary and its shareholders will own approximately 77% of the then issued and outstanding common stock of our company after giving effect to the cancellation of 5,000,000 shares of our common stock held by Andreas A. McRobbie-Johnson, our chief executive officer.

The merger of a private operating company into a non-operating public shell corporation with nominal assets is considered a capital transaction, in substance, rather than a business combination, for accounting purposes. Accordingly, we treated this transaction as a capital transaction without recording goodwill or adjusting any of its other assets or liabilities. The Company is subject to the public reporting requirements of the Securities Exchange Act of 1934, as amended.

Prior to the execution and delivery of the Agreement, the board of directors of eWellness approved the Agreement and the transactions contemplated thereby. Similarly the board of directors of the Company approved the Agreement. Upon completion of the Agreement, the current officers and director of the Company resigned and new officers and directors were appointed.

(1) UNAUDITED PRO FORMA CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

The unaudited pro forma condensed consolidated financial statements of the Company (the "pro forma financial statements") have been prepared for illustrative purposes only and are not necessarily indicative of what the combined entities condensed consolidated financial position or results of operations actually would have been had the share purchase exchange between the Company and eWellness had been completed as of the date indicated below. In addition, the unaudited pro forma condensed consolidated financial information does not purport to project the future financial position or operating results of the combined entities. Future results may vary significantly from the results reflected because of various factors.

The pro forma financial statements give effect to the share exchange as if the share exchange was already consummated. The historical financial statements have been adjusted in the pro forma financial statements to give effects to events that are (1) directly attributable to the share exchange, (2) factually supportable, and (3) with respect to the statement of operations, expected to have a continuing impact on the combined entities. The unaudited pro forma condensed consolidated statement of operations does not reflect any non-recurring charges directly related to the share exchange that the combined entities may incur upon completion of the share exchange. The pro forma financial statements were derived from and should be read in conjunction with the historical financial statements of the Company and eWellness.

The unaudited pro forma condensed consolidated balance sheet for the year ended December 31, 2013 reflects the share exchange as if it occurred on January 1, 2013.

(2) UNAUDITED PRO FORMA ADJUSTMENTS

The unaudited pro forma adjustments are as follows:

A. The adjustment reflects the 90% of funds received by the Company that was restricted per the agreement dated September 18, 2012 to become unrestricted cash at the share purchase exchange.

B. The adjustment reflects promissory notes issued for funds received. The notes will automatically convert in the Company's subsequent private placement; however, the conversion rate and shares to be issued have not yet been determined Accordingly there is no adjustment to the pro formas necessary related to the automatic conversion feature.

C. The adjustment reflects the Company's estimated payment of professional fees and other costs of $37,746 directly attributable to the share purchase exchange.

D. The adjustment eliminates the historical stockholders' equity and reflects the issuance of shares pursuant to the share exchange agreement

E. The adjustment reflects the transfer of the redeemable shares of the Company to regular shares of the Company.

F. The following sets forth the computation of the unaudited pro forma base and diluted loss per share as of December 31, 2013:

		Year Ended 12/31/2013
Pro forma basic and diluted loss per share:		
Numerator		
Net Loss	$	(492,986)
Denominator		
Weighted average common shares of eWellness Healthcare Corporation after the cancellation of 5,000,000 shares		5,678,500
Common shares Issued per the Share Exchange Agreement		9,200,000
Pro forma basic and diluted common shares outstanding		14,878,500
Pro forma basic and diluted net loss per share	$	(0.03)