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

Form 10-Q

[X] QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended September 30, 2015

[ ] TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Commission file number 000-55203

eWELLNESS HEALTHCARE CORPORATION
(Exact name of registrant as specified in its charter)

Nevada	**45-1560906**
(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)

Copies of Communications to:
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Indicate by check mark whether the issuer (1) filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes [X] No [ ]

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

Yes [X] No [ ]

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Ruble 12b-2 of the Exchange Act.

Large accelerated filer [ ] Accelerated filer [ ]

Non-accelerated filer [ ] (Do not check if a smaller reporting company) Smaller reporting company [X]

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes [ ] No [X]

The number of shares of Common Stock, $0.001 par value, outstanding on November 15, 2015 was 17,890,277 shares.

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PART I - FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

eWELLNESS HEALTHCARE CORPORATION
CONDENSED CONSOLIDATED BALANCE SHEETS

	September 30, 2015 (unaudited)	December 31, 2014
ASSETS		
CURRENT ASSETS		
Cash	$ 26,847	$ 900
Advances - related party	-	7,054
Prepaid Expenses	31,415	26,274
Total current assets	58,262	34,228
Property & equipment, net	6,385	3,231
Intangible assets, net	20,600	22,816
TOTAL ASSETS	$ 85,247	$ 60,275
LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	$ 273,387	$ 174,044
Accounts payable - related party	49,761	56,155
Accrued expenses - related party	69,684	30,181
Accrued compensation	593,000	329,000
Contingent liability	90,000	90,000
Short term note and liabilities	83,772	-
Total current liabilities	1,159,604	679,380
Convertible debt, net of discount	123,161	178,433
Total Liabilities	1,282,765	857,813
STOCKHOLDERS' EQUITY (DEFICIT)		
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, 17,890,277 and 16,421,000 issued and outstanding, respectively	17,890	16,421
Additional paid in capital	1,866,706	1,087,320
Accumulated deficit	(3,082,114)	(1,901,279)
Total Stockholders' Equity (Deficit)	(1,197,518)	(797,538)
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)	$ 85,247	$ 60,275

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

eWELLNESS HEALTHCARE CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
For the Three and Nine Months ended September 30, 2015 and 2014
(unaudited)

	Three Months Ended		Nine Months Ended	
	September 30, 2015	**September 30, 2014**	**September 30, 2015**	**September 30, 2014**
OPERATING EXPENSES				
Executive compensation	186,000	186,000	558,000	558,000
General and administrative	43,187	54,849	140,059	164,609
Professional fees	134,359	13,234	374,421	187,483
Contingent liability expense	-	90,000	-	90,000
Research and declopment - related party	-	-	-	30
Total Operating Expenses	363,546	344,083	1,072,480	1,000,122
Loss from Operations	(363,546)	(344,083)	(1,072,480)	(1,000,122)
OTHER INCOME (EXPENSE)				
Gain on extinguishment of debt	-	-	11,323	-
Loss on conversion of debt	(29,504)	-	(29,504)	-
Interest income	-	-	-	7
Interest expense, related parties	(955)	(1,011)	(2,912)	(1,619)
Interest expense	(35,871)	(7,587)	(87,262)	(7,771)
Net Loss before Income Taxes	(429,876)	(352,681)	(1,180,835)	(1,009,505)
Income tax expense	-	-	-	-
Net Loss	$ (429,876)	$ (352,681)	$ (1,180,835)	$ (1,009,505)
Basic and diluted (loss) per share	$ (0.03)	$ (0.02)	$ (0.07)	$ (0.07)
Basic and diluted weighted average shares outstanding	17,155,690	15,603,000	16,927,342	15,414,048

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

eWELLNESS HEALTHCARE CORPORATION
CONDENSED CONSOLIDATED STATEMENT OF CASH FLOWS
For the Nine Months Ended September 30, 2015 and 2014
(unaudited)

	For Nine Months Ended	
	September 30, 2015	**September 30, 2014**
Cash flows from operating activities		
Net loss	$ (1,180,835)	$ (1,009,505)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	3,268	1,348
Contributed services	292,500	292,500
Shares issued for services	39,056	41,500
Imputed interest - related party	2,912	1,619
Warrants issued for services	33,656	-
Accrued loans payable risky fee	4,688	-
Convertible debt discount amortization	45,044	-
Gain on extinguishment of debt conversion	29,505	-
Changes in operating assets and liabilities		
Advances - related parties	7,054	(683)
Prepaid expense	6,274	(28,437)
Accounts payable and accrued expenses	99,344	154,016
Accounts payable - related party	(6,395)	52,616
Accrued expenses - related party	39,503	-
Contingent liability	-	90,000
Accrued compensation	264,000	219,500
Net cash used in operating activities	(320,426)	(185,526)
Cash flows from investing activities		
Purchase of equipment	(4,207)	-
Net cash used in investing activities	(4,207)	-
Cash flows from financing activities		
Common stock subscribed	-	58,000
Proceeds from issuance of convertible debt	270,080	-
Promissory note proceeds	80,500	130,000
Net cash provided by financing activities	350,580	188,000
Net increase in cash	25,947	2,474
Cash, beginning of period	900	-
Cash, end of period	$ 26,847	$ 2,474
Supplemental Information:		
Cash paid for:		
Taxes	$ -	-
Interest Expense	$ -	$ -

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

Note 1. The Company

The Company and Nature of Business

eWellness Healthcare Corporation (f/k/a Dignyte, Inc.), (the "Company", "we", "us", "our") was incorporated in the State of Nevada on April 7, 2011, to engage in any lawful corporate undertaking, including, but not limited to, selected mergers and acquisitions. The Company has generated no revenues to date. Prior to the Share Exchange Agreement discussed below, other than issuing shares to its original shareholder, the Company never commenced any operational activities.

eWellness was incorporated in Nevada in May 2013. Following a share exchange detailed below we completed in April 2014, pursuant to which eWellness Corporation, a Nevada corporation became our wholly owned subsidiary, we abandoned our prior business plan and we are now pursuing eWellness Corporation's historical businesses and proposed businesses. Our historical business and operations will continue independently. eWellness is an early-stage Los Angeles based corporation that seeks to provide a unique telemedicine platform that offers Distance Monitored Physical Therapy (DMpt) Programs utilizing its proprietary WWW.PHZIO.COM telemedicine platform initially to pre-diabetic, cardiac and health challenged patients, through contracted physician practices and healthcare systems, in addition to in-office sessions. Based on today's insurance landscape, our main revenue source shall come from a combination of in-office and telemedicine visits. Amid ongoing challenges and changes within the healthcare industry, telemedicine is emerging as an increasingly attractive tool for delivering quality medical services.

Share Exchange Agreement

On April 11, 2014, Digntye, Inc. ("Dignyte"), a publicly held Nevada corporation and eWellness Corporation ("Private Co"), a privately held company incorporated in Nevada, executed a Share Exchange Agreement (or "Initial Exchange Agreement"). Prior to the execution and delivery of the final Amended and Restated Share Exchange Agreement (the "Agreement"), the Board of Directors of Dignyte approved the Agreement and the transactions contemplated thereby. Similarly, the Board of Directors of the Private Co. approved the exchange. On April 25, 2014, immediately prior to the execution and delivery of the Agreement, Dignyte amended its certificate of incorporation to change its corporate name from "Dignyte, Inc." to "eWellness Healthcare Corporation."

Pursuant to the Agreement, eWellness Healthcare Corporation issued 9,200,000 shares of unregistered common stock, $.001 par value per share (the "common stock") to the shareholders of the Private Co. in exchange for all outstanding shares of the Private Co.'s common stock. In addition, our former chief executive officer agreed: (i) to tender 5,000,000 shares of common stock of Dignyte back to the Company for cancellation; (ii) assign from his holdings, an additional 2,500,000 shares of Dignyte to the shareholders of the Private Co. resulting in a total of 11,700,000 shares owned by those shareholders; and, (iii) to a further assignment of an additional 2,100,000 shares of Dignyte to other parties as stated therein (collectively, the "CEO Stock Actions").

As the parties satisfied all of the closing conditions, on April 30, 2014, we closed the Share Exchange. As a result, the Private Co. shareholders own approximately 76.97% of our issued and outstanding common stock, after giving effect to CEO Stock Actions.

Following the Share Exchange, we abandoned our prior business plan and we are now pursuing the Private Co.'s historical businesses and proposed businesses. The Private Co. is the surviving company under the share exchange and became a wholly owned subsidiary of the Company.

For financial reporting purposes, the Share Exchange represents a "reverse merger" rather than a business combination. Consequently, the transaction is accounted for as a reverse-merger and recapitalization. eWellness Corporation is the acquirer for financial reporting purposes and Dignyte, Inc. is the acquired company. Consequently, the assets and liabilities and the operations that are reflected in the historical financial statements prior to the transactions are those of eWellness Corporation and are recorded at the historical cost basis of eWellness Corporation, and the consolidated financial statements after completion of the transaction include the assets, liabilities and operations of eWellness Healthcare Corporation, and eWellness Corporation from the closing date of the transaction. Additionally all historical equity accounts and awards of eWellness Corporation, including par value per share, share and per share numbers, have been adjusted to reflect the number of shares received in the transaction.

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 the Company's Current Report on Form 8-K/A as filed with the Securities and Exchange Commission on August 6, 2014. At the execution of the Share Exchange Agreement, the number of total shares of common stock outstanding was 15,200,000.

The Company has fully developed 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. The Company's activities are subject to significant risks and uncertainties, including failure to secure funding to operationalize the Company's business plan.

On July 22, 2015, the Company's wholly owned subsidiary, eWellness Corporation, was merged into the Company and, therefore, no longer exists as a separate entity.

Note 2. Summary of Significant Accounting Policies

Basis of Presentation

The interim financial information of the Company as of periods ended September 30, 2015 and September 30, 2014 is unaudited. The balance sheet as of December 31, 2014 is derived from audited financial statements of eWellness Healthcare Corporation. The accompanying financial statements have been prepared in accordance with U.S. generally accepted accounting principles for interim financial statements. Accordingly, they omit or condense footnotes and certain other information normally included in financial statements prepared in accordance with U.S. generally accepted accounting principles. The accounting policies followed for quarterly financial reporting conform to the accounting policies disclosed in ASU 2014-10. In the opinion of management, all adjustments which are necessary for a fair presentation of the financial information for the interim periods reported have been made. All such adjustments are of a normal recurring nature. The results of operations for the nine months ended September 30, 2015 are not necessarily indicative of the results that can be expected for the entire year ending December 31, 2015. The unaudited financial statements should be read in conjunction with the financial statements and the notes thereto included in the Company's annual report on Form 10-K for the year ended December 31, 2014.

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 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

For the period ended September 30, 2015, the Company has no revenues and no operations. The Company has an accumulated loss of $3,082,114. In view of these matters, there is substantive doubt about the Company's ability to continue as a going concern. The Company's ability to continue operations is dependent upon the Company's ability to raise additional capital and to ultimately achieve sustainable revenues and profitable operations, of which there can be no guarantee. The Company intends to finance 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. The financial statements of the Company do not include any adjustments relating to the recoverability and classification of recorded assets, or the amounts and classifications of liabilities that might be necessary should the Company be unable to continue as a going concern.

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 September 30, 2015 and 2014, 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 has yet to realize revenues from operations. 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.

Loss per Common Share

The Company follows ASC Topic 260 to account for the loss per share. Basic loss per common share calculations are determined by dividing net loss by the weighted average number of shares of common stock outstanding during the period. Diluted loss per common share calculations are determined by dividing net loss by the weighted average number of common shares and dilutive common share equivalents outstanding. During periods when common stock equivalents, if any, are anti-dilutive they are not considered in the computation. As the Company has no common stock equivalents and has incurred losses for the period ended September 30, 2015, no dilutive shares are added into the loss per share calculations.

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 presentation.

Note 3. Property and Equipment

Property and equipment consists of computer equipment that is stated at cost $8,420 and $4,214 less accumulated depreciation of $2,035 and $983 at September 30, 2015 and December 31, 2014, respectively. Depreciation expense was $1,053 for the nine months ended September 30, 2015 and $421 for the nine months ended September 30, 2014. 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. Intangible Assets

The Company recognizes the cost of a software license and a license for use of a programming code as intangible assets. The stated cost of these assets were $24,770 and $24,770 less accumulated amortization of $4,170 and $1,954 for the periods ended September 30, 2015 and December 31, 2014, respectively. For the periods ended September 30, 2015 and September 30, 2014, the amortization expense recorded was $2,216 and $477, respectively.

Note 5. Related Party Transactions

A company for which the Company's former Secretary-Treasurer and CFO is also serving as CFO, has paid $83,315 on the Company's behalf for various operating expenses. The amount outstanding as of September 30, 2015 and December 31, 2014 was $49,761 and $56,155, respectively. The Company recorded $2,912 and $608 imputed interest on the amount owed to the related party based on an interest rate of 8% for the nine months ended September 30, 2015 and September 30, 2014, respectively.

During 2014, the Company entered into a license agreement with a programming company in which one of our directors is Chief Technology Officer. Through the licensing agreement, we obtained a perpetual license to use the programming code created by a video management platform as a base to develop our telemedicine video service for a license fee of $20,000. The license fee is recorded as an Intangible Asset and Accounts Payable on the Balance Sheet.

The Company rents its Culver City, CA office space from a company owned by our CEO. The imputed rent expense of $500 per month is recorded in the Consolidated Statement of Operations and Additional Paid in Capital in the Balance Sheet.

The officers of the Company incur business expenses on behalf of the Company. The amounts outstanding as of September 30, 2015 and December 31, 2014 were $69,684 and $30,181, respectively.

Note 6. Income Taxes

The tax provision for interim periods is determined using an estimate of the Company's effective tax rate for the full year adjusted for discrete items, if any, that are taken into account in the relevant period. Each quarter the Company updates its estimate of the annual effective tax rate, and if the estimated tax rate changes, the Company makes a cumulative adjustment.

At September 30, 2015 and December 31, 2014, the Company has a full valuation allowance against its deferred tax assets, net of expected reversals of existing deferred tax liabilities, as it believes it is more likely than not that these benefits will not be realized.

The Company does 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.. Since the Company does not believe 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 periods ended September 30 2015, and September 30, 2014 the Company did not recognize nor accrue for any interest or penalties.

Note 7. Non-Convertible Notes Payable

On January 27, 2015, the Company issued a promissory note of $20,000 with a shareholder/consultant at an annual interest rate of 12% due and payable on April 23, 2015. On April 9, 2015, as part of the second closing of the convertible debt discussed in Note 8 below, the note for $20,000, together with accrued interest for $3,980 through March 31, 2015 and future consulting fees due and payable through October 2015 of $100,000 were converted to a convertible note of $123,980.11. The consulting fees for future months were booked to prepaid expense and were amortized over the remaining term of the consulting agreement.

On May 27, 2015, the Company received $25,000 in exchange for a 90-day Promissory Note at an interest rate of 5% per annum. As an inducement for this promissory note, the Company issued 150,000 warrants to purchase Company common stock at $.35 per share. The fair value of the warrants is $768. On August 26, 2015, the Company entered into an extension of this note for another 90 days to October 23, 2015. As an inducement for this extension, the Company issued 150,000 warrants to purchase Company common stock at $.80 per share. For the period ended September 30, 2015, the Company recorded $1,348 of accrued interest for this note.

On July 15, 2015, the Company received $18,000 in exchange for a 90-day Promissory Note at an interest rate of 5% per annum. As an inducement for this promissory note, the Company issued 150,000 warrants to purchase Company common stock at $.80 per share. The fair value of the warrants is $315. For the period ended September 30, 2015, the Company recorded $193 of accrued interest for this note.

On September 16, 2015, the Company received $22,500 in exchange for a 90-day Promissory Note at an interest rate of 12% per annum plus a risky note fee of $5,625 which is being amortized over the term of the loan. As an inducement for this promissory note, the Company issued 450,000 warrants to purchase Company common stock at $.80 per share. The fair value of the warrants is $946. For the period ended September 30, 2015, the Company recorded $105 of accrued interest for this note.

On September 16, 2015, the Company received $12,500 in exchange for a 90-day Promissory Note at an interest rate of 12% per annum plus a risky note fee of $3,125 which is being amortized over the term of the loan. As an inducement for this promissory note, the Company issued 250,000 warrants to purchase Company common stock at $.80 per share. The fair value of the warrants is $526. For the period ended September 30, 2015, the Company recorded $58 of accrued interest for this note.

On September 16, 2015, the Company received $2,500 in exchange for a 90-day Promissory Note at an interest rate of 12% per annum plus a risky loan fee of $625 which is being amortized over the term of the loan. As an inducement for this promissory note, the Company issued 50,000 warrants to purchase Company common stock at $.80 per share. The fair value of the warrants is $105. For the period ended September 30, 2015, the Company recorded $12 of accrued interest for this note.

Note 8. Convertible Notes Payable

On December 23, 2014 the Company issued $213,337 convertible promissory notes and warrants to purchase shares of common stock to four individual investors. After 2014, the overall terms of the Notes are as follows:

- Interest rate: 12% per annum. As of September 30, 2015, the Company recorded $12,447 of accrued interest.
- Due date: December 31, 2015. The Company is to pay the principal amount and all accrued and unpaid interest on or before the due date.
- Redemption right: Any time the closing price of the Company's common stock has been at or above $1.50 for 20 consecutive trading days, the Company has the right to redeem all or any part of the principal and accrued interest of the notes, following written notice to the holders of the notes.
- Optional Conversion: At the option of the holders, the notes may be converted into shares of the Company's common stock at a conversion price equal to $0.35 per share.
- Additionally, if the Company elects to exercise the redemption right, the holders have the opportunity to elect to take the cash payment or to convert all or any portion of the notes into shares of the Company's common stock.
- The conversion price is subject to proportional adjustment in the event of stock splits, stock dividends and similar corporate events.
- The notes are senior in rank to any other debt held by our officers, directors or affiliates and may not be subordinated to any other debt issued by the Company without the written consent of the holders.

- Warrants: The holders of the notes are granted the right through December 31, 2015 to purchase 609,534 additional shares of common stock at $.35 per share.

- During the time that any portion of these Notes are outstanding, if any Event of Default, as defined in the notes, occurs and such Default is not cured by the Company within sixty (60) days of the occurrence of the Event of Default (the "Cure Period"), the amount equal to one hundred fifty percent (150%) of the outstanding principal amount of this Note, together with accrued interest and other amounts owing shall become at the holder's election, immediately due and payable in cash. The holders at its option have the right, with three (3) business days advance written notice to the Company after the expiration of the Cure Period, to elect to convert the Notes into shares of the Company's common stock pursuant to the Optional Conversion rights disclosed above.

- The Company's Condensed Consolidated Balance Sheets report the following related to the convertible promissory notes:

	September 30, 2015
Principal amount	$ 105,170
Unamortized debt discount	(17,452)
Net carrying amount	$ 195,885

- The Company valued the cash conversion feature as the difference in the value of the note at its stated annual interest rate of 12% and the fair value of the note at its discounted value using an expected borrowing rate of 18%.

On September 10, 2015, a convertible promissory note with the principal value of $108,167 was converted to 309,048 shares of common stock at a conversion price of $.35 per share. The warrants associated with this note were not exercised. See Note 9 – Equity Transactions below.

On April 9, 2015, the Company issued $270,080 convertible promissory notes (including an aggregate of $123,980 that was converted from certain other outstanding notes, including accrued interest, and future contractual cash consulting fees) and warrants to purchase shares of common stock to eight individual investors. The overall terms of the notes are as follows:

- Interest rate: 12% per annum. As of September 30, 2015, the Company recorded $7,382 of accrued interest.

- Due date: April 30, 2016. The Company is to pay the principal amount and all accrued and unpaid interest on or before the due date.

- Redemption right: Any time the closing price of the Company's common stock has been at or above $1.50 for 20 consecutive trading days, the Company has the right to redeem all or any part of the principal and accrued interest of the notes, following written notice to the holders of the Notes.

- Optional Conversion: At the option of the holders, the notes may be converted into shares of the Company's common stock at a conversion price equal to $0.35 per share.

- Additionally, if the Company elects to exercise the redemption right, the holders have the opportunity to elect to take the cash payment or to convert all or any portion of the Notes into shares of the Company's common stock.

- The conversion price is subject to proportional adjustment in the event of stock splits, stock dividends and similar corporate events.

- The notes are senior in rank to any other debt held by our officers, directors or affiliates and may not be subordinated to any other debt issued by us without the written consent of the holders.

- Warrants: The holders of the notes are granted the right through April 30, 2016 to purchase 771,658 additional shares of common stock at $.35 per share. The fair value of the warrants is $1,132.

- During the time that any portion of these notes are outstanding, if any Event of Default, as defined in the notes, occurs and such Default is not cured by the Company within sixty (60) days of the occurrence of the Event of Default (the "Cure Period"), the amount equal to one hundred fifty percent (150%) of the outstanding principal amount of this Note, together with accrued interest and other amounts owing shall become at the holder's election, immediately due and payable in cash. The holders at its option have the right, with three (3) business days advance written notice to the Company after the expiration of the Cure Period, to elect to convert the Notes into shares of the Company's common stock pursuant to the Optional Conversion rights disclosed above.

- The Company's Condensed Consolidated Balance Sheets report the following related to the convertible promissory note:

	September 30, 2015
Principal amount	$ 25,000
Unamortized debt discount	(2,045)
Net carrying amount	$ 22,955

- The Company valued the cash conversion feature as the difference in the value of the note at its stated interest rate of 12% and the fair value of the note at its discounted value using an expected borrowing rate of 18%. The value of the cash conversion feature at inception of the notes was $44,189.

On July 14, 2015, convertible promissory notes with a principal value of $87,500 were converted to 250,000 shares of common stock at $.35 per share. The warrants associated with these notes were not exercised. See Note 9 –Equity Transactions below.

On August 19, 2015, convertible promissory notes with a principal value of $33,600 were converted to 96,000 shares of common stock at $.35 per share. The warrants associated with these notes were not exercised. See Note 9 –Equity Transactions below.

On September 10, 2015, a convertible promissory note with a principal value of $123,980 was converted to 354,229 shares of common stock at $.35 per share. The warrants associated with this note was not exercised. See Note 9 –Equity Transactions below.

Under the guidance of ASC 470-20 Debt With Conversion and Other Options, the common shares of the Company, pending being listed on the OTC, and the net settlement requirements of the warrants will be analyzed at the end of each quarter to determine if the conversion does become readily convertible to cash which would require derivative accounting calculations and recording.

Note 9. Equity Transactions

Preferred Stock

The total number of shares of preferred stock which the Company shall have authority to issue is 10,000,000 shares with a par value of $0.001 per share. There have been no preferred shares issued as of September 30, 2015.

Common Stock

The total number of shares of common stock which the Company shall have authority to issue is 100,000,000 shares with a par value of $0.001 per share.

On January 24, 2015, the Company authorized the issuance of 400,000 shares for consulting services at a value of $40,000 that is being amortized over the life of the contract.

On February 23, 2015, the Company authorized the issuance of 60,000 shares for consulting services for a value of $6,000 that is being amortized over the life of the contract

On July 14, 2015, the Company authorized the issuance of 250,000 shares for conversion of convertible debt of $87,500.

On August 19, 2015, the Company authorized the issuance of 96,000 shares for conversion of convertible debt of $33,600.

On September 10, 2015, the Company authorized the issuance of 663,277shares for conversion of convertible debt of $232,147.

As of the period ended September 30, 2015, the Company has 17,890,277 shares of common stock issued and outstanding.

Holders of shares of common stock are entitled to cast one vote for each share held at all stockholders' meetings for all purposes including the election of directors. The common stock does not have cumulative voting rights.

No holder of shares of stock of any class is entitled as a matter of right to subscribe for or purchase or receive any part of any new or additional issue of shares of stock of any class or of securities convertible into shares of stock of any class, whether now hereafter authorized or whether issued for money, for consideration other than money, or by way of dividend.

On behalf of the Company, Merriman Capital has filed a Form 211 with FINRA to facilitate trading of our stock in the over-the-counter market. Merriman is currently responding to FINRA's comments and we cannot estimate if, and when FINRA will approve our stock for public trading.

Warrants

On January 24, 2015, the Company authorized the issuance of 400,000 warrants that were issued as part of a consulting agreement extension that expired on October 21, 2015. The fair value of the warrants is $32,187 and the Company recorded $17,882 as consulting expense and $14,305 as prepaid expense to be amortized over the life of the contract which expires in October 2015.

On April 9, 2015, the Company authorized the issuance of 771,658 warrants that were issued as part convertible debt totaling $270,080. The fair value of the warrants is $1,132.

On May 20, 2015, the Company authorized the issuance of 250,000 warrants that were issued as part of an advisory services agreement. The fair value of the warrants is $4,598 and the Company recorded this as consulting expense.

On May 20, 2015, the Company authorized the issuance of 250,000 warrants that were issued as part of an advisory services agreement. The fair value of the warrants is $1,342 and the Company recorded $112 as consulting expense and $1,230 as prepaid expense to be amortized over the life of the contract which expires May 20, 2016.

On May 30, 2015, the Company authorized the issuance of 150,000 warrants that were issued as part of the of a promissory note. The fair value of the warrants is $768.

On July 15, 2015, the Company authorized the issuance of 150,000 warrants that were issued as part of a promissory note. The fair value of the warrants is $315.

On August 26, 2015, the Company authorized the issuance of 150,000 warrants that were issued as part of the extension of a consulting agreement dated January 24, 2015. The fair value of the warrants is $315.

On August 26, 2015, the Company authorized the issuance of 150,000 warrants that were issued as part of the extension of a promissory note dated May 26, 2015. The fair value of the warrants is $315.

On September 16, 2015, the Company authorized the issuance of 750,000 warrants that were issued as part of three promissory notes. The fair value of the warrants is $1,577.

The following is a summary of the status of all of the Company's warrants as of September 30, 2015 and changes during the nine months ended on that date:

	Number of Warrants		Weighted Average Exercise Price
Outstanding at January 1, 2015	609,533	$	0.35
Granted	2,871,658	$	0.51
Exercised	-	$	-
Cancelled	-	$	-
Outstanding at September 30, 2015	3,481,191	$	0.49

For purpose of determining the fair market value of the warrants issued during the three months ended September 30, 2015, we used the Black Scholes option valuation model. These valuations were done throughout the period at the date of issuance and not necessary as of the reporting date. As there is no current market for the Company's shares, we used $0.10 as the stock price at valuation date to be consistent with prior issuances and the stock prices of comparable companies to determine volatility. The significant assumptions used in the Black Scholes valuation of the date of issuance are as follows:

Stock price on the valuation date	$	0.10
Exercise price of warrants	$	.80
Dividend yield		0.00%
Years to maturity		1.5 – 5.0
Risk free rate		.029% - 1.57%
Expected volatility		55% - 56%

Stock Option Plan

On August 6, 2015, the Board of Directors approved the 2015 Stock Option Plan, pursuant to which certain directors, officers, employees and consultants will be eligible for certain stock options and grants. The Plan is effective as of August 1, 2015 and the maximum number of shares reserved and available for granting awards under the Plan shall be an aggregate of 3,000,000 shares of common stock, provided however that on each January 1, starting with January 1, 2016, an additional number of shares equal to the lesser of (A) 2% of the outstanding number of shares (on a fully-diluted basis) on the immediately preceding December 31 and (B) such lower number of shares as may be determined by the Board or committee charged with administering the plan. This plan may be amended at any time by the Board or appointed plan Committee.

Note 10. Commitments, Contingencies

The Company may be subject to lawsuits, administrative proceedings, regulatory reviews or investigations associated with its business and other matters arising in the normal conduct of its business. The following is a description of an uncertainty that is considered other than ordinary, routine and incidental to the business.

The closing of the Initial Exchange Agreement with Private Co. 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 (the “Securities Act”) and the consent of our shareholders as required under Rule 419. Accordingly, we conducted a “Blank Check” offering subject to Rule 419 (the “Rule 419 Offering”) and filed a Registration Statement on Form S-1 to register the shares of such offering; the Registration Statement was declared effective on September 14, 2012. We used 10% of the subscription proceeds as permitted under Rule 419 and the amount remaining in the escrow trust as of the date of the closing of the Share Exchange was $90,000 (the “Trust Account Balance”).

Rule 419 required that the Share Exchange occur on or before March 18, 2014, but due to normal negotiations regarding the transactions and the parties’ efforts to satisfy all of the closing conditions, the Share Exchange did not close on such date. Accordingly, after numerous discussions with management of both parties, they 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 Rule 419 Offering into participants of a similarly termed private offering (the “Converted Offering”), to be conducted pursuant to Regulation D, as promulgated under the Securities Act.

Fifty-two persons participated in the Rule 419 Offering and each of them gave the Company his/her/its consent to use his/her/its escrowed funds to purchase shares of the Company's restricted common stock in the Converted Offering (the "Consent") rather than have their funds returned. To avoid further administrative work for the investors, we believe that we took reasonable steps to inform investors of the situation and provided them with an appropriate opportunity to maintain their investment in the Company, if they so choose, or have their funds physically returned. Management believed the steps it took constituted a constructive return of the funds and therefore met the requirements of Rule 419.

However, pursuant to Rule 419(e)(2)(iv), "funds held in the escrow or trust account shall be returned by first class mail or equally prompt means to the purchaser within five business days [if the related acquisition transaction does not occur by a date that is 18 months after the effective date of the related registration statement]." As set forth above, rather than physically return the funds, we sought consent from the investors of the Rule 419 Offering to direct their escrowed funds to the Company to instead purchase shares in the Converted Offering. The consent document (which was essentially a form of rescission) was given to the investors along with a private placement memorandum describing the Converted Offering and stated that any investor who elected not to participate in the Converted Offering would get 90% of their funds physically returned. Pursuant to Rule 419(b)(2)(vi), a blank check company is entitled to use 10% of the proceed/escrowed funds; therefore, if a return of funds is required, only 90% of the proceed/escrowed funds need be returned. The Company received $100,000 proceeds and used $10,000 as per Rule 419(b)(2)(vi); therefore, only $90,000 was subject to possible return.

As disclosed therein, we filed the amendments to the initial Form 8-K in response to comments from the SEC regarding the Form 8-K and many of those comments pertain to an alleged violation of Rule 419. The Company continued to provide the SEC with information and analysis as to why it believes it did not violate Rule 419, but was unable to satisfy the SEC's concerns. Comments and communications indicate that Rule 419 requires a physical return of funds if a 419 offering cannot be completed because a business combination was not consummated within the required time frame; constructive return is not permitted.

As a result of these communications and past comments, we are disclosing that we did not comply with the requirements of Rule 419, which required us to physically return the funds previously submitted to escrow pursuant to the Rule 419 Offering. As a result of our failure to comply with Rule 419, the SEC may bring an enforcement action or commence litigation against us for failure to strictly comply with Rule 419. If any claims or actions were to be brought against us relating to our lack of compliance with Rule 419, we could be subject to penalties (including criminal penalties), required to pay fines, make damages payments or settlement payments. In addition, any claims or actions could force us to expend significant financial resources to defend ourselves, could divert the attention of our management from our core business and could harm our reputation.

Ultimately, the SEC determined to terminate its review of the Initial Form 8-K and related amendments, rather than provide us with additional opportunities to address their concerns and therefore, we did not clear their comments. It is not possible at this time to predict whether or when the SEC may initiate any proceedings, when this issue may be resolved or what, if any, penalties or other remedies may be imposed, and whether any such penalties or remedies would have a material adverse effect on our consolidated financial position, results of operations, or cash flows. Litigation and enforcement actions are inherently unpredictable, the outcome of any potential lawsuit or action is subject to significant uncertainties and, therefore, determining at this time the likelihood of a loss, any SEC enforcement action and/or the measurement of the amount of any loss is complex. Consequently, we are unable to estimate the range of reasonably possible loss. Our assessment is based on an estimate and assumption that has been deemed reasonable by management, but the assessment process relies heavily on an estimate and assumption that may prove to be incomplete or inaccurate, and unanticipated events and circumstances may occur that might cause us to change that estimate and assumption. In light of the uncertainty of this issue and while Management evaluates the best and most appropriate way to resolve same, management determined to create a reserve on the Company's Balance Sheet for the $90,000 that was subject to the Consent.

On or about June 23, 2014, we entered into a license agreement with Bistromatics Corp., to which one of our directors is Chief Technology Officer, pursuant to which we obtained a perpetual license to use the programming code created by a video management platform as a base to develop our telemedicine video service for a license fee of $20,000 due by September 31, 2014. The parties entered into an addendum extending the due date of the license fee to December 31, 2014, another addendum extending it to July 1, 2015, another addendum extending it to October 31, 2015 and another addendum extending it to January 31, 2016.. Intellectual property developed as a result of this license, will be our property; but Bistromatics will retain the intellectual property for the original code base. We may resell or license the resulting telemedicine platform for an extended license fee of $10,000 for each additional instance the code base will be used. Through this agreement, Bistromatics Corp. built our PHZIO.com platform; our director purchased the domain name on behalf of the Company and retains no rights to same.

The Company rents its Culver City, CA office space from a company owned by our CEO. The rental agreement provides for the value of the rent of $500 per month be recorded as contributed towards the founding eWellness and its operations. During the period ended September 30, 2015, we have recorded this rent payment in the Consolidated Statements of Operations and Additional Paid in Capital on the Balance Sheet.

In May 2014, the Company signed an Office Service Agreement for office space in New York, New York. A deposit of $17,874 was paid and recorded in prepaid expense. The utilization of the office space began on August 1, 2014 and terminated at December 31, 2014. The Company negotiated a settlement of $5,500 in April, 2015 for the cancellation of the agreement. The settlement resulted in a gain on extinguishment of debt of $11,323.

On January 24, 2015, the Company received $20,000 in consideration for a 90-day Promissory Note at an interest rate of 12% per annum. For the period ended September 30, 2015, the Company recorded $447 of accrued interest for this note. On April 9, 2015, this note and accrued interest through March 31, 2015 was converted into convertible debt.

On January 24, 2015 the Company extended a previous consulting and service agreement with a consultant from April 21, 2015 to October 20, 2015 for which the Company shall issue 400,000 shares of restricted common stock and 400,000 callable common stock purchase warrants at a strike price of $0.35 per share. These shares were issued on April 9, 2015. Putsuant to this extension agreement, the Company was to pay $10,000 per month consulting fee beginning with February 1, 2015 through the end of the agreement. As discussed in Footnote 7 above, the full $100,000 consulting fees were rolled into a convertible note. The fees for months after the period ended September 30, 2015, are recorded in prepaid expense and are being amortized over the life of the contract extension.

On February 14, 2015, the Company entered into a one-year agreement with BMT, Inc. as a consultant and advisor in connection with certain business development advisory. This agreement is on an at-will basis as determined by the Company in exchange for cash compensation to be invoiced monthly. The total compensation paid as of September 30, 2015 on this agreement is $11,950.

On February 23, 2015, the Company entered into a one-year agreement with a consultant in connection with certain corporate finance, investor relations and related business matters in exchange for 60,000 shares of restricted common stock. These shares were issued on April 14, 2015.

On March 16, 2015, the Company extended a $20,000 licensing fee payment agreement with Bistromatics, Inc. pertaining to intellectual property utilized by the Company until July 1, 2015. The Company made an initial payment of $5,000 with the remaining fees to be to be paid on or before July 1, 2015. On August 11, 2015, the Company signed an addendum to the licensing agreement with Bistromatics to extend the payment of the licensing fee to October 31, 2015. On November 10, 2015, the Company signed an additional addendum to the licensing agreement with Bistromatics to extend the payment of the licensing fee to January 30, 2016.

On April 1, 2015, the Company entered into an Operating Agreement with Evolution Physical Therapy ("EPT"), a company owned by one of the Company's officers, wherein it is agreed that EPT would be able to operate the Company's telemedicine platform www.phzio.com and offer it to selected physical therapy patients of EPT. The Company is to receive 75% of the net insurance reimbursements from the patient for use of the platform. The Company will advance capital requested by EPT for costs specifically associated with operating the www.phzio,com platform and associated physical therapy treatments – computer equipment, office or facilities rental payments, physical therapist or physical therapy assistant, administrative staff, patient induction equipment, office supplies, utilities and other associated operating costs. It is anticipated that the operation of the platform by EPT will generate positive cash flow within 90 days from the start of patient induction.

On April 17, 2015, the Company entered into an agreement with Akash Bajaj, M.D., M.P.H. The agreement is for Dr. Bajaj to serve as a consultant and as the Chairman of the Company's Clinical Advisory Board. The term of the agreement is for one year with annual renewal as desired. The agreement further sets the hourly rate to be paid at $225 per hour with payment to be at the end of each month. Further, the Company granted Dr. Bajaj a five-year non-statutory option to purchase 100,000 shares of common stock at a price of $.35 per share. The options will vest over a 12 month period at 8,333 per month. The value of the options are deemed to be zero since the Board of Directors have not yet approved the issuance of the options.

On May 20, 2015, the Company entered into an agreement with Mavericks Capital Securities LLC ("Mavericks"). The term of the contract begins on the effective date and can be terminated within 30 days upon written notice by either party. The Company is to pay Mavericks a monthly retainer fee of $10,000 that is deferred until the Company raises $250,000 in new investor funds from the effective date. In addition, the Company granted Mavericks 250,000 warrants to purchase Company common stock at $.35 per share. On September 28, 2015, the Company and Mavericks entered into an amendment to the consultant agreement pursuat to which Mavericks will also assist the Company in the acquisition of new customers, for which the Company shall pay Mavericks 10% of the revenue received by the Company, net of any pass through costs, from any such customers introduced to the Company by Mavericks; payment shall be made upon the Company's receipt of such revenues. In the amendment, the parties also further clarified the definition of Customer Acquisition.

On May 20, 2015, the Company entered into a one year agreement with financial advisory company. As the retainer, the Company granted the consultant 250,000 warrants to purchase Company common stock at $.35 per share.

On May 27, 2015, the Company received $25,000 in consideration for a 90-day Promissory Note at an interest rate of 5% per annum. As an inducement for this promissory note, the Company issued 150,000 warrants to purchase Company common stock at $.35 per share. For the period ended September 30, 2015, the Company recorded $118 of accrued interest for this note.

On July 15, 2015, the Company received $18,000 in consideration for a 90-day Promissory Note at an interest rate of 5% per annum. As an inducement for this promissory note, the Company issued 150,000 warrants to purchase Company common stock at $.80 per share. The fair value of the warrants is $315. For the period ended September 30, 2015, the Company recorded $193 of accrued interest for this note.

On August 6, 2015, the Board of Directors appointed Ms. Rochelle Pleskow as the seventh member of the Board of Directors, effective immediately. Ms. Pleskow is the current head of Healthcare Informatics at HP, and the Board is confident that Ms. Pleskow can add value to the Company's PHZIO platform through helping to create better patient outcome data. The Company agreed to pay Ms. Pleskow $2,000 per month fees, which shall accrue as of July 1, 2015 and be paid upon the first closing of our next financing, plus 250,000 5-year stock options at a price of $0.80 per share. She shall also be eligible to receive any other benefits that are offered to other directors.

On September 16, 2015, the Company received $22,500 in consideration for a 90-day Promissory Note at an interest rate of 12% per annum plus a risky note fee of $5,625 which is being amortized over the term of the loan. As an inducement for this promissory note, the Company issued 450,000 warrants to purchase Company common stock at $.80 per share. The fair value of the warrants is $946. For the period ended September 30, 2015, the Company recorded $105 of accrued interest for this note.

On September 16, 2015, the Company received $12,500 in exchange for a 90-day Promissory Note at an interest rate of 12% per annum plus a Risky Note Fee of $3,125 which is being amortized over the term of the loan. As an inducement for this promissory note, the Company issued 250,000 warrants to purchase Company common stock at $.80 per share. The fair value of the warrants is $526. For the period ended September 30, 2015, the Company recorded $58 of accrued interest for this note.

On September 16, 2015, the Company received $2,500 in consideration for a 90-day Promissory Note at an interest rate of 12% per annum plus a risky loan fee of $625 which is being amortized over the term of the loan. As an inducement for this promissory note, the Company issued 50,000 warrants to purchase Company common stock at $.80 per share. The fair value of the warrants is $105. For the period ended September 30, 2015, the Company recorded $12 of accrued interest for this note.

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

Note 11. 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 12. Subsequent Events

On October 5, 2015, the Company extended the term of an $18,000 promissory note issued on July 15, 2015 that was originally due on October 13, 2015 to December 14, 2015; however, as consideration for the extension, the Company agreed to repay the note, plus interest and the Loan Fee (as hereinafter defined), upon receipt of $100,000 or more in other financing. Interest on the note accrues at the rate of 12% per annum. Unless paid sooner as previously explained, the Company shall pay $4,500 (the "Loan Fee") on the maturity date of the note. As additional inducement for the extension, the Company also agreed to issue the lender five-year warrants to purchase up to 150,000 shares of the Company's common stock at $0.80 per share.

On October 11, 2015, the Company issued an $10,000 promissory note which matures on December 14, 2015; however, if the Company receives $100,000 or more in its current private placement of up to $2,500,000 convertible note with warrants, the note will be due within three business days of such fund settling in the Company's account, plus interest at a rate of 12% annum and a risk loan fee of $2,500.

On October 11, 2015, the Company extended the term of an $25,000 promissory note issued on July 15, 2015 that was due on October 23, 2015 to December 14, 2015; however, as a consideration for the extension, the Company agreed to repay the note, plus interest and a risk loan fee of $6,250. As additional inducement for the extension, the Company also agreed to issue the lender five-year warrants to purchase up to 150,000 shares of common stock at $0.80 per share.

On Novemer 10, 2015, the Company signed an addendum to the licensing agreement with Bistromatics to extend the payment of the licensing fee to January 30, 2016.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q, including "Management's Discussion and Analysis of Financial Condition and Results of Operations" in Item 2 of Part I of this report include forward-looking statements. These forward looking statements are based on our management's current expectations and beliefs and involve numerous risks and uncertainties that could cause actual results to differ materially from expectations. In some cases, you can identify forward-looking statements by terminology such as "may," "should," "expects," "plans," "anticipates," "believes," "estimates," "predicts," "potential," "proposed," "intended," or "continue" or the negative of these terms or other comparable terminology. You should read statements that contain these words carefully, because they discuss our expectations about our future operating results or our future financial condition or state other "forward-looking" information. Many factors could cause our actual results to differ materially from those projected in these forward-looking statements, including but not limited to: variability of our future revenues and financial performance; risks associated with product development and technological changes; the acceptance of our products in the marketplace by potential future customers; general economic conditions. You should be aware that the occurrence of any of the events described in this Quarterly Report could substantially harm our business, results of operations and financial condition, and that upon the occurrence of any of these events, the trading price of our securities could decline. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, growth rates, levels of activity, performance or achievements. We are under no duty to update any of the forward-looking statements after the date of this Quarterly Report to conform these statements to actual results.

The following discussion and analysis of financial condition and results of operations relates to the operations and financial condition reported in the financial statements of eWellness Healthcare Corporation for the nine months ended September 30, 2015 and 2014 and should be read in conjunction with such financial statements and related notes included in this report and the Company's Annual Report on Form 10-K for the year ended December 31, 2014.

THE COMPANY

Business 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.

Initially, our focus was on patients with pre-diabetes conditions. However, we have broadened our focus to include overweight patients saddled with lower back pain and knee pain caused by tissue strain and inactivity. We also decided to launch our platform in Los Angeles instead of New York after Blue Shield of California reimbursed our physical therapy telemedicine. We were poised to launch our business in New York through a partnership with Millennium Healthcare, Inc. ("MHI"), but the partnership did not provide the results we were expecting. Additionally, management determined that relocating the Company's operations closer to where the CEO and Chairman lived made the business more manageable and avoided time and monies lost due to travel. Management believes that by broadening the Company's focus to include lower back pain and knee pain caused from excess weight, provides additional opportunities for success. The Company remains committed to servicing patients diagnosed as pre-diabetes as well.

As shown in the financial statements accompanying this Quarterly Report, the Company has had no revenues to date and has incurred only losses since its inception. The Company has had no operations and has been issued a "going concern" opinion from our accountants, based upon the Company's reliance upon the sale of our common stock as the sole source of funds for our future operations.

The Company's operations and corporate offices are located at 11825 Major Street Culver City, CA, 90230, with a telephone number of (310) 915-9700.

The Company's fiscal year end is December 31.

Plan of Operations

During November and December 2014, we conducted a pilot study of our PHZIO.COM platform (the "PHZIO Study"), which included two men and six women aged between 33 and 56 years old over an eight week period; six were based in Los Angeles and two were based in Louisiana. Three of the participants were recruited from Craigslist and the rest were friends or family of the Company's management team. The goals for each were to gain physical strength, stamina, balance and to lose weight. The study required each participant to attend exercise/therapy sessions three days per week from 6:30 am – 8:30 am during the trial period. Each patient attended every scheduled session and a few lost 15 pounds by the end of the study period; most said they improved their abdominal muscle strength and flexibility. Management believes these results will only improve with a longer therapy regimen period. Management is hopeful that a larger study with more patients over a six month period may produce meaningful data that would increase the likelihood for reimbursement for Medicaid plans.

The participants of our PHZIO Study indicated that they would prefer to interact with a physical therapy exercise program provided via telemedicine rather than travel to a facility; the majority agreed (88%) that they would not have travelled to our Culver City facilities to participate in a brick and mortar program and/or their attendance record would have declined. Additionally, all participants stated that they want to continue using the PHZIO.COM platform. They also indicated that having a physical therapist provide exercise instructions via the web was not a barrier to interacting with our PHZIO.COM program.

Our initial PHZIO.COM program is focused on patients that have back, hip and or knee pain and are overweight and may be pre-diabetic. Based upon the successful development of our initial PHZIO.COM platform, and with proper funding, we intend on expanding our on-line exercise system to include various other exercise programs including dietary guidance programs, hip replacement, orthopedic exercise programs and osteoporosis exercise programs.

We have developed various key performance indicators that we anticipate using to assess our business.

Patient Induction Rate. Our DMpt programs are 26 weeks long and start with the induction. Our patient induction rate will provide us a weekly direct understanding of how we are coordinating with the referring doctors and how efficiently we are managing the inductions; it will also give us a foundation for modeling the next six months of revenue.

Patient Attrition Rate. This indicator may be the single most important indicator of long term business outlook. The long term health of our business is directly linked to the long term health of our patients. If the patient stays with the program and does well, the probability of a health changing lifestyle shift is dramatically increased. When the patient stays with the program the Company's business is rewarded with additional revenue. Furthermore, the increased success of each patient in our program enhances the insurance provider's cost/benefits actuarial view of our service and thus motivates a better reimbursement schedule and more patients for us in the long run.

New Offices Per Month. This indicator will be useful in determining how fast or slow our distribution system will be growing. It will also provide us a predictive measure for resource requirements that will be emerging over the next six months.

Selling General and Administrative Expenses (SGA). Before even launching, we have received a high indication of interest in our service. We think the demand is warranted, but recognize that in the early stages of our services, we may experience bottlenecks in our ability to meet the demand for same. Under this type of environment it is critical to maintain awareness of the Company's operational budget goals and how they are being met in our attempts to address demand. Regardless of our growth pace, it is critical to shareholder value that we are mindful of our operational spending.

Cashflow. Because the Company is "early stage" and launching with a minimum of capital, monitoring cashflow on a constant basis will be essential to growth.

During the third quarter of 2015, we pivoted our business model to focus on licensing our PHZIO.COM platform to any physical therapy clinics in the U.S. and or to have large scale employers use our platform as a corporate wellness program. The Physical Therapy industry has remained disconnected and unscalable throughout the technological revolution of the past twenty years. Over 200,000 Physical Therapists are limited to one-on-one patient treatments within a traditional clinic setting. The Physical Therapy industry measures $33 Billion in size with over 270 Million one-on-one treatments delivered annually. This technology gap and market size is the opportunity that the Company is focused on with the recent launch of its PHZIO.COM telemedicine platform. (1)

Our PHZIO.COM platform enables patients to engage with live or on-demand video based physical therapy telemedicine treatments from their home or office. Following a physicians exam and prescription for physical therapy to treat back, knee or hip pain, a patient can be examined by a physical therapist and if found appropriate inducted in eWellness' PHZIO.COM program that includes a progressive 6-month telemedicine exercise program (including weekly in-clinic exercise sessions and monthly in-clinic check ups. All PHZIO.COM treatments are monitored by a licensed therapist that sees everything the patient is doing while providing their professional guidance and feedback in real-time. This ensures treatment compliance by the patient, maintains the safety and integrity of the prescribed exercises, tracks patient metrics and captures pre and post treatment evaluation data. PHZIO.COM unlocks a host of potential for revolutionizing patient treatment models and directly links back to the established brick and mortar Physical Therapy clinic. This unique model enables any physical therapy practice to be able to execute more patient care while utilizing their same resources, and creates more value than was ever before possible.

The following video link will provide brief overview about the merits of our PHZIO.COM program. https://ewellnesshealth.com/

Through our Cooperative Operating Agreement with Evolution Physical Therapy ("EPT") their initial Marina del Rey, California (MDR) patient induction office ("PIO") located adjacent to the Cedars-Sinai owned Marina Del Rey Hospital ("MDRH"). MDRH is a 145-bed acute care, Joint Commission accredited hospital offering general acute medical services and 24/7 emergency care. The MDR POI is effectively a laboratory for us to support the licensing of our platform to the entire Physical Therapy ("PT") industry. Active PT licensing of our PHYSIO.COM platform is anticipated to begin in early 2016. We have also developed a separate vertical for our PHZIO.COM platform that focuses on the marketing of our platform as a robust Corporate Wellness program. Active marketing to the large scale employers in the Los Angeles area began in the October 2015 with the expectation of beginning at least pilot program for our Corporate Wellness program during the first quarter of 2016. Our MDR induction office is expected to have 75-100 paying patients by year end.

The following are the current PHZIO.COM Program MDR Office Metrics for the 3rd QTR of 2015. EPT has been slow to increase its new patient on-boarding, although the new patient count has begun to escalate in November due new MDR bariatric surgery referrals program. The total patients utilizing the PHZIO.COM System to during the 3rd QTR was 38 Patients. The total paying patients (where Insurance Reimbursement is being received) was 13 Patients. EPT is currently receiving reimbursement for our PHZIO.COM program from Anthem Blue Cross, Aetna and Blue Shield health insurance providers. During the 3rd quarter of 2015 three EPT patents dropped out of our PHZIO.COM program after an average of 8 sessions due to moving (i) out of the state, (ii) extensive travel schedule and (iii) loss of interest. Our PHZIO.COM program is delivering approximately 83% patient compliance rate for inducted patients (based upon patients participating in 2-3 PHZIO.COM sessions per week). The average reimbursement per PHZIO.COM session in the 3rd quarter of 2015 (We anticipate additional trailing reimbursement payments for services provided in the 3rd quarter) was $40.26. The total reimbursements received by EPT for the PHZIO.COM program during the 3rd quarter was $5,636.60. The total (Paid) monitored PHZIO.COM visits in the 3rd quarter was a 140 sessions. The total referred patients excluded from the PHZIO.COM program in the 3rd quarter (due to being fall risks, technology issues and medicare patients) was 15 patients. The EPT MDR induction office is anticipated to have up to 75-100 paying patients by year end. The Company anticipates generating initial revenues from its PHZIO.COM platform and its licensing agreement with EPT during the 4th quarter of 2015.

New Patient On-Boarding Initiatives for the EPT MDR Office include: October 15th 2015, new patient referrals began from a bariatric surgery practice in MDR (1-4 new patients per week), new physician referral outreach at MDRH continues weekly and EPT is now targeting other Los Angeles based bariatric surgery practices.

We are also actively seeking corporate partnership relationships with other telemedicine companies that if completed, would create a new channel for our corporate wellness PHZIO.COM program. Amid ongoing challenges and changes within the healthcare industry, telemedicine is emerging as an increasingly attractive tool for delivering quality medical & wellness services. The following White Paper focused on the effectiveness of our PHZIO.COM distanced monitored physical therapy ("PT") telemedicine exercise program as a reliable Corporate Wellness Solution and a general overview of the Corporate Wellness landscape.

Beginning in January 2016, we anticipate offering our PHZIO.COM program that has been designed to be the most productive physical exercise program available to corporate wellness programs and their employees. We anticipate that employers using our system can significantly improve employee wellness and decrease costs associated with workman's compensation claims. PHZIO.COM is a comprehensive lifestyle management intervention. Our PHZIO.COM exercise program documents an employee's success or failure. We can provision highly reliable Return On Investment ("ROI") metrics displayed on an easy to use HIPAA compliant dashboard for any organization using our PHZIO.COM system.

The Current State of Workplace Wellness Programs: Broadly, a workplace wellness program is an employment-based activity or employer-sponsored benefit aimed at promoting health-related behaviors (primary prevention or health promotion) and disease management (secondary prevention). It may include a combination of data collection on employee health risks and population-based strategies paired with individually focused interventions to reduce those risks. A formal and universally accepted definition of a workplace wellness program has yet to emerge, and employers define and manage their programs differently. Programs may be part of a group health plan or be offered outside of that context; they may range from narrow offerings, such as free gym memberships, to comprehensive counseling and lifestyle management interventions. (2)

Wellness programs have become very common, as 92 percent of employers with 200 or more employees reported offering them in 2009. Survey data indicate that the most frequently targeted behaviors are exercise, addressed by 63 percent of employers with programs; smoking (60 percent); and weight loss (53 percent). In spite of widespread availability, the actual participation of employees in such programs remains limited. While no nationally representative data exist, a 2010 non-representative survey suggests that typically fewer than 20 percent of eligible employees participate in wellness interventions. (2)

Wellness Program Impact: In industry surveys, employers typically express their conviction that workplace wellness programs are delivering on their promise to improve health and reduce costs. Numerous anecdotal accounts of positive program effects are consistent with this optimistic view. Further, several evaluations of individual programs and summative reviews in the scientific literature provide corroborating evidence for a positive impact. (2)

In "A Review of the U.S. Workplace Wellness Market ", the most recent scientific literature evaluating the impact of workplace wellness programs on health-related behavior and medical cost outcomes identified 33 peer-reviewed publications that met their standards for methodological rigor. They found, consistent with previous reviews, evidence for positive effects on diet, exercise, smoking, alcohol use, physiologic markers, and health care costs, but limited evidence for effects on absenteeism and mental health. They could not conclusively determine whether or not program intensity was positively correlated with impact. Positive results found in this and other studies should be interpreted with caution, as many of these programs were not evaluated with a rigorous approach, and published results may not be representative of the typical experience of a U.S. employer. (2)

1. Sources: Harris Williams & Co., Physical Therapy Market Overview, Feb 2014 IBISWorld, Physical Therapists in the US (Report 62134), May 2015

2. http://www.dol.gov/ebsa/pdf/workplacewellnessmarketreview2012.pdf

Results of Operations for the three and nine months ended September 30, 2015 and September 30, 2014.

The following discussion should be read in conjunction with our financial statements and the related notes that appear elsewhere in this Quarterly Report.

Operating Expenses

Operating expenses during the three months ended September 30, 2015 was $363,5436 compared to $344,083 for the three months ended September 30, 2014. Operating expenses for the nine months ended September 30, 2015 totaled $1,072,480 compared to $1,000,122 for the nine months ended September 30, 2014. Operating expenses increased primarily as a result of an increase in professional fees for consulting services.

Interest Expense.

Interest expense, including interest expense–related parties, was $36,826 and $8,598 for the three months ended September 30, 2015 and September 30, 2014, respectively. Interest expense, including expense-related parties was $90,174 and $9,390 for the nine months ended September 30, 2015 and September 30, 2014, respectively. The increase was related to costs of convertible debt with unrelated parties.

Net Loss

Net loss during the three months ended September 30, 2015 was $429,876 compared to $352,681 for the three months ended September 30, 2014. Net loss during the nine months ended September 30, 2015, totaled $1,180,835 compared to $1,009,505 for the nine months ended September 30, 2014. The increase in the net loss is a result of increased operating and interest expenses as discussed above.

Liquidity and Capital Resources

The Company had $26,847 and $900 cash as of September 30, 2015 and December 31, 2014, respectively.

Net cash used in operating activities was $320,426 for the nine months ended September 30, 2015, compared to $185,526 for the nine months ended September 30, 2014.

Net cash provided by financing activities during the nine months ended September 30, 2015, was $350,580 compared to $188,000 for the nine months ended September 30, 2014.

We had not yet earned any revenues as of the period ending September 30, 2015. Our current cash position is not sufficient to fund our cash requirements during the next twelve months including operations and capital expenditures. These factors raise substantial doubt about the Company's ability to continue as a going concern. The financial statements of the Company do not include any adjustments relating to the recoverability and classification of recorded assets, or the amounts and classifications of liabilities that might be necessary should the Company be unable to continue as a going concern.

We had assets at September 30, 2015 of $85,247. We will be reliant upon shareholder loans, private placements or public offerings of equity to fund any kind of operations, although there can be no guarantee we will be able to secure such finding on beneficial terms, if at all. We have secured no sources of loans.

Contingencies

The Company may be subject to lawsuits, administrative proceedings, regulatory reviews or investigations associated with its business and other matters arising in the normal conduct of its business. The following is a description of an uncertainty that is considered other than ordinary, routine and incidental to the business.

The closing of the Initial Exchange Agreement with Private Co. 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 (the "Securities Act") and the consent of our shareholders as required under Rule 419. Accordingly, we conducted a "Blank Check" offering subject to Rule 419 (the "Rule 419 Offering") and filed a Registration Statement on Form S-1 to register the shares of such offering; the Registration Statement was declared effective on September 14, 2012. We used 10% of the subscription proceeds as permitted under Rule 419 and the amount remaining in the escrow trust as of the date of the closing of the Share Exchange was $90,000 (the "Trust Account Balance").

Rule 419 required that the Share Exchange occur on or before March 18, 2014, but due to normal negotiations regarding the transactions and the parties' efforts to satisfy all of the closing conditions, the Share Exchange did not close on such date. Accordingly, after numerous discussions with management of both parties, they 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 Rule 419 Offering into participants of a similarly termed private offering (the "Converted Offering"), to be conducted pursuant to Regulation D, as promulgated under the Securities Act.

Fifty-two persons participated in the Rule 419 Offering and each of them gave the Company his/her/its consent to use his/her/its escrowed funds to purchase shares of the Company's restricted common stock in the Converted Offering (the "Consent") rather than have their funds returned. To avoid further administrative work for the investors, we believe that we took reasonable steps to inform investors of the situation and provided them with an appropriate opportunity to maintain their investment in the Company, if they so choose, or have their funds physically returned. Management believed the steps it took constituted a constructive return of the funds and therefore met the requirements of Rule 419.

However, pursuant to Rule 419(e)(2)(iv), "funds held in the escrow or trust account shall be returned by first class mail or equally prompt means to the purchaser within five business days [if the related acquisition transaction does not occur by a date that is 18 months after the effective date of the related registration statement]." As set forth above, rather than physically return the funds, we sought consent from the investors of the Rule 419 Offering to direct their escrowed funds to the Company to instead purchase shares in the Converted Offering. The consent document was given to the investors along with a private placement memorandum describing the Converted Offering and stated that any investor who elected not to participate in the Converted Offering would get 90% of their funds physically returned. Pursuant to Rule 419(b)(2)(vi), a blank check company is entitled to use 10% of the proceed/escrowed funds; therefore, if a return of funds is required, only 90% of the proceed/escrowed funds need be returned. The Company received $100,000 proceeds and used $10,000 as per Rule 419(b)(2)(vi); therefore, only $90,000 was subject to possible return.

As disclosed in the prior amendments to the Initial Form 8-K, we have filed the prior amendments in response to comments from the SEC regarding the Form 8-K and many of those comments pertain to the Company's potential violation of Rule 419. Although the Company has continued to provide the SEC with information and analysis as to why it believes it did not violate Rule 419, based upon latest communications with the persons reviewing the Form 8-K, they do not agree with the assessments the Company presented to them. Comments and communications indicate that Rule 419 requires a physical return of funds if a 419 offering cannot be completed because a business combination was not consummated within the required time frame; constructive return is not permitted.

As a result of these communications and past comments, we are disclosing that we did not comply with the requirements of Rule 419, which required us to physically return the funds previously submitted to escrow pursuant to the Rule 419 Offering. As a result of our failure to comply with Rule 419, the SEC may bring an enforcement action or commence litigation against us for failure to strictly comply with Rule 419. If any claims or actions were to be brought against us relating to our lack of compliance with Rule 419, we could be subject to penalties (including criminal penalties), required to pay fines, make damages payments or settlement payments. In addition, any claims or actions could force us to expend significant financial resources to defend ourselves, could divert the attention of our management from our core business and could harm our reputation.

Ultimately, the SEC determined to terminate its review of the Initial Form 8-K and related amendments, rather than provide us with additional opportunities to address their concerns and therefore, we did not clear their comments. It is not possible at this time to predict whether or when the SEC may initiate any proceedings, when this issue may be resolved or what, if any, penalties or other remedies may be imposed, and whether any such penalties or remedies would have a material adverse effect on our consolidated financial position, results of operations, or cash flows. Litigation and enforcement actions are inherently unpredictable, the outcome of any potential lawsuit or action is subject to significant uncertainties and, therefore, determining at this time the likelihood of a loss, any SEC enforcement action and/or the measurement of the amount of any loss is complex. Consequently, we are unable to estimate the range of reasonably possible loss. Our assessment is based on an estimate and assumption that has been deemed reasonable by management, but the assessment process relies heavily on an estimate and assumption that may prove to be incomplete or inaccurate, and unanticipated events and circumstances may occur that might cause us to change that estimate and assumption. In light of the uncertainty of this issue and while Management evaluates the best and most appropriate way to resolve same, management determined to create a reserve on the Company's Balance Sheet for the $90,000 that was subject to the Consent.

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 and Estimates

Please refer to "Management's Discussion and Analysis of Financial Condition and Results of Operations," in our Annual Report on Form 10-K for the year ended December 31, 2014, for disclosures regarding the Company's critical accounting policies and estimates, as well as any updates further disclosed in our interim financial statements as described in this Form 10-Q.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

As a "smaller reporting company", we are not required to provide the information under Item 3.

ITEM 4. CONTROLS AND PROCEDURES.

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our chief executive officer and chief financial officer, evaluated the effectiveness of our disclosure controls and procedures as defined in Rule 13a-15(e) under the Exchange Act as of the end of the period covered by this Quarterly Report on Form 10-Q. In designing and evaluating the disclosure controls and procedures, our management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. In addition, the design of disclosure controls and procedures must reflect the fact that there are resource constraints and that management is required to apply its judgment in evaluating the benefits of possible controls and procedures relative to their costs. The design of any disclosure controls and procedures also is based in part upon certain assumptions about the likelihood of future events and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions.

Based on that evaluation, our chief executive officer and chief financial officer concluded that, as of September 30, 2015, our disclosure controls and procedures were not effective to provide reasonable assurance that information we are required to disclose in reports that we file or submit under the Exchange Act is (i) recorded, processed, summarized and reported within the time periods specified in Securities and Exchange Commission rules, regulations and forms, and (ii) that such information is accumulated and communicated to our management, including our chief executive officer and chief financial officer, as appropriate, to allow timely decisions regarding required disclosure.

Changes in Internal Controls Over Financial Reporting

There were no changes in the Company's internal controls over financial reporting that occurred during the period covered by this report that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II - OTHER INFORMATION

ITEM 1. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS.

Information on any and all equity securities we have sold during the period covered by this Report that were not registered under the Securities Act of 1933, as amended is set forth below:

On July 15, 2015, the Company issued 250,000 shares of common stock for conversion of $87,500 of convertible debt. These shares were issued at $.35 per share.

On August 19, 2015, the Company authorized the issuance of 96,000 shares for conversion of $33,600 of convertible debt. These shares were issued at $.35 per share.

On September 10, 2015, the Company authorized the issuance of 663,277 shares for conversion of $232,147 of convertible debt. These shares were issued at $.35 per share.

All of the transactions listed above were made pursuant to the exemption from the registration provisions of the Securities Act of 1933, as amended, provided by Section 4(a)(2) of the Securities Act for sales not involving a public offering or Rule 506(b) of Regulation D promulgated by the SEC. The securities issued have not been registered under the Securities Act and may not be offered or sold in the United States absent registration or an applicable exemption from registration requirements.

ITEM 2. EXHIBITS.

Exhibit No.	Description
3.1	Amended & Restated Certificate of Incorporation of Registrant. (Incorporated by reference to Exhibit 4.1 to the Form 8-K/A filed on August 6, 2014)
3.2	Bylaws of the Company. (Incorporated by reference to Exhibit 3(b) to the Registration Statement on Form S-1 filed on May 15, 2012)
10.1	Securities Purchase Agreement dated December 23, 2014 (Incorporated by reference to the Company's Current Report on Form 8-K filed on January 6, 2015)
10.2	Form of 12% Senior Convertible Promissory Note (Incorporated by reference to the Company's Current Report on Form 8-K filed on January 6, 2015)
10.3	Form of Series A Warrant Agreement (Incorporated by reference to the Company's Current Report on Form 8-K filed on January 6, 2015)
10.4	Form of Registration Rights Agreement (Incorporated by reference to the Company's Current Report on Form 8-K filed on January 6, 2015)
10.5	Form of Security Agreement (Incorporated by reference to the Company's Current Report on Form 8-K filed on January 6, 2015)

10.6	Operating Agreement with Evolution Physical Therapy (Incorporated by reference to Exhibit 10.6 of the Company's Quarterly Report on Form 10-Q filed on May 12, 2015)
10.7	Medical Advisory Agreement with Akash Bajaj M.D., M.P.H. (Incorporated by reference to Exhibit 10.7 of the Company's Quarterly Report on Form 10-Q filed on May 12, 2015)
10.8	Agreement and Amendment to Letter Agreement with Mavericks Capital Securities, LLC *
31.1	Rule 13a-14(a)/15d-14(a) Principal Executive Officer Certification*
31.2	Rule 13a-14(a)/15d-14(a) Principal Financial and Accounting Officer Certification*
32.1	Certifications under Section 906 of the Sarbanes-Oxley Act (18 U.S.C. Section 1350)*
32.2	Certification under Section 906 of the Sarbanes-Oxley Act (18 U.S.C. Section 1350)*
101.INS	XBRL INSTANCE DOCUMENT *
101.SCH	XBRL TAXONOMY EXTENSION SCHEMA *
101.CAL	XBRL TAXONOMY EXTENSION CALCULATION LINKBASE *
101.DEF	XBRL TAXONOMY EXTENSION DEFINITION LINKBASE *
101.LAB	XBRL TAXONOMY EXTENSION LABEL LINKBASE *
101.PRE	XBRL TAXONOMY EXTENSION PRESENTATION LINKBASE *

* Filed herewith

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, thereunto duly authorized.

eWellness Healthcare Corporation

Date: November 16, 2015

By: */s/ Darwin Fogt*
Darwin Fogt
Director and Chief Executive Officer
(Principal Executive Officer)

Date: November 16, 2015

By: */s/ David Markowski*
David Markowski, Chief Financial Officer
(Principal Financial and Accounting Officer)

Exhibit 10.8

REVISED: September 28, 2015
Amendment Number 1 attached

May 20, 2015

Darwin Fogt, CEO & President
eWellness Healthcare Corporation
11825 Major Street
Culver City, California 90230

Dear Darwin:

This letter (the "Agreement") will confirm the agreement, effective as of the above date (the "Effective Date"), by and between Mavericks Capital LLC ("Mavericks Capital") and, to the extent required by federal and state securities laws, Mavericks Capital Securities LLC ("Mavericks Securities"), and eWellness Healthcare Corporation and its controlled subsidiaries, if any, ("eWellness", the "Company" or "you"). Whenever this Agreement refers to "Mavericks" or "we," it refers to both Mavericks Capital and Mavericks Securities and each of them is bound and has rights with respect to the terms of the Agreement. Certain other terms used herein are defined in Section 7 hereof.

Mavericks acknowledges and agrees that the primary objective of this relationship is to assist the Company in the execution of a Financing and/or Strategic Partnership transaction. Other alternatives are included as well for the sake of transparency and completeness. You may from time to time ask us to perform additional or other services beyond the engagement described in this Agreement. If you do request such services, we may need to clear conflicts of interest, and we may need to enter into a separate engagement agreement, or an amendment of this Agreement, with you. If the scope of our engagement changes, the terms set out in this Agreement will apply unless we enter into a subsequent written agreement or an amendment to this Agreement. Otherwise, we will proceed in reliance upon the description and terms set forth in this Agreement.

1. **Engagement; Strategic Advisory Services; Discretion of the Company as to Transactions; Outcomes.**

a. Engagement; Advisory Services. The Company hereby engages Mavericks, as of the Effective Date, to act during the Term (as defined herein) as non-exclusive strategic advisor to the Company in connection with one or more proposed Transactions (as defined herein), under the terms set forth in this Agreement. It is understood that eWellness has separately retained Merriman Capital, Inc. for them to seek investment(s) from Hedge Funds, Family Offices and Accredited Investors. Mavericks will advise the Company with respect to various strategic alternatives designed to maximize value for stockholders while minimizing, to the extent possible, overall risk, including execution of a Financing and/or Strategic Partnership transaction, and will, using its commercially reasonable efforts, perform the strategic advisory services for the Company, and will deliver to the Company such deliverables, as are described on Schedule A attached hereto and incorporated herein by reference. Mavericks is not undertaking to provide any advice to the Company relating to legal, regulatory, accounting or tax matters (per SEC and FINRA regulations). In furtherance thereof, the Company acknowledges and agrees that (a) the Company and its Affiliates have relied upon and will continue to rely upon the advice from their own legal, regulatory, tax and accounting advisors for all matters relating to any Transaction, and (b) neither the Company nor any of its Affiliates has received, or has relied upon, the advice of Mavericks or its affiliates regarding matters of law, regulation, taxation or accounting. Mavericks Securities, a securities broker-dealer registered with the Securities and Exchange Commission and a member of the Financial Industry Regulatory Authority ("FINRA"), will provide any services under this Agreement, and will receive any compensation, that require registration or licensing as a securities broker-dealer under federal or state law.

b. Discretion of the Company as to Transactions. The Company will have the sole discretion, by action of the Board of Directors of the Company (the "Board"), to determine whether to enter into any Transaction and to determine the terms for any such Transaction.

c. Outcomes. The Company expressly acknowledges that Mavericks cannot warrant or guarantee any particular outcome from this Agreement or as to any Transaction. Mavericks will have no liability to the Company in the event that no Transaction results from the services provided under this Agreement.

2. **Term; Termination; Tail Period; Effect of Termination.**

a. Term; Termination. The term of this Agreement (the "Term") will commence on the Effective Date and will continue until terminated by either Party as hereinafter provided. Either Party may terminate this Agreement at any time on at least thirty (30) days prior written notice to the other Party (or such shorter or longer notice period as the Parties may agree in writing).

b. Tail Period. After termination hereof, the Company will be obligated to pay Mavericks a Transaction Fee, as described in Section 3 hereof, with respect to Transactions that are consummated prior to the expiration of the period (the "Tail Period") commencing at the date of such termination and concluding twenty-four (24) months after such date of termination.

c. Effect of Termination. Upon termination of this Agreement, the obligation of Mavericks to provide services hereunder will terminate. The provisions of Sections 3 - 6 and 9 - 22 hereof, and the obligations of the Company hereunder to pay fees to and to reimburse Mavericks will survive any termination of this Agreement.

3. **Fees.** The Company will pay Mavericks, as compensation for Mavericks' services under this Agreement, the following fees. Mavericks' fees hereunder will not be reduced by any other obligation that the Company may have to any other broker, finder or advisor.

a. Commitment Fee. The Company will pay Mavericks a monthly retainer fee (the "Commitment Fee") of $10,000, prorated for partial months on a 30-day basis. This retainer initially will be deferred, cumulate, and be payable when the Company raises $250,000 in new investor funds from the Effective Date. Afterwards, it will be paid monthly in full. As part of the Commitment Fee, the Company will also grant Mavericks warrants to purchase 250,000 shares of the Company's Common Stock at an exercise price of $0.35 per share during the ten (10) year period following its issuance as well as other contain customary terms, including a net exercise (cashless exercise) provision. Any Commitment Fee paid by the Company to Mavericks will not be credited towards any Transaction Fee payable by the Company to Mavericks.

b. Transaction Fee. In addition to the Commitment Fee, the Company will pay Transaction Fees to Mavericks as set forth below:

i. Financing:

1. If a Financing is consummated with one or more Transaction Parties during the Term or Tail Period, then the Company will pay Mavericks, or Mavericks Securities if the fee is a success fee involving the purchase or sale of securities and is required by federal and state securities laws, a success fee based on the Aggregate Consideration received (the "Financing Transaction Fee"), in an amount according to the following Financing Transaction Fee Schedule:

Financing Aggregate Consideration	**Success Fee**
Total gross Financing proceeds	A cash payment equal to 6% of Financing Aggregate Consideration will be paid to at the consummation of the Financing, plus A warrant (the "Warrant"), as described below, will be issued at the closing of the Financing transaction.

a. If the Financing consists of the issuance by the Company of shares of Preferred Stock or Common Stock or a combination thereof (the "Financing Stock"), then the Warrant (1) will be exercisable to purchase a number of shares of the Financing Stock of the Company issued in such Financing equal to 3% of the total of such Financing Stock sold by the Company (i.e., if 5,000,000 shares of Preferred Stock are sold in the Financing, the Warrant will be exercisable during the ten (10) year period following its issuance for 150,000 shares of the Preferred Stock issued in the Financing), and (2) will have an exercise price per share, equal to the per share price at which such Financing Stock was sold exercisable in cash and/or cancellation of indebtedness of the Company, and (3) will contain customary terms contained in warrants issued as compensation in a financing transaction, including a net exercise (cashless exercise) provision.

b. If the Financing consists of the issuance of promissory notes of the Company ("Bridge Notes") which are by their terms convertible, into shares of its Preferred Stock or Common Stock or a combination thereof (the "Note Conversion Stock"), then the Warrant (1) will provide that it will be exercisable during the ten (10) year period following its issuance to purchase a number of shares of the Note Conversion Stock of the Company equal to 3% of the number of shares of Note Conversion Stock assuming that all Bridge Notes have been converted (i.e., if a total of 5,000,000 shares of the total number of shares of Preferred Stock issued in the Conversion Trigger Financing are issued to the holders of such converted Bridge Notes in the Conversion Trigger Financing, the Warrant will be exercisable for 150,000 shares of the Preferred Stock issued to such holders in such Conversion Trigger Financing) subject to the same anti-dilution provisions contained in the Bridge Note, and (2) will have an exercise price which is equal to the conversion per share price at which such Bridge Notes are convertible into Note Conversion Stock payable by cash and/or cancellation of indebtedness of the Company, and (3) will contain customary terms for warrants issued as compensation in a financing transaction, including a net exercise (cashless exercise) provision.

2. Notwithstanding the foregoing, if a definitive written agreement is entered into by the Company during the Term or during the Tail Period for a Financing, and such definitive agreement provides for (a) structured or tiered investment in the Financing over time or upon the occurrence of certain events, or (b) rights to acquire securities of the Company upon payment or delivery of additional consideration, then the Company will pay the Financing Transaction Fee within five (5) business days after the Company's receipt of such relevant amount of Financing Aggregate Consideration.

ii. Strategic Partnership:

1. If a Strategic Partnership is consummated during the Term or during the Tail Period, the Company will pay Mavericks Capital, or Mavericks Securities if the fee is a success fee involving the purchase or sale of securities and is required by federal and state securities laws, a success fee (the "Strategic Partnership Transaction Fee") based on the Aggregate Consideration received in an amount according to the following Strategic Partnership Transaction Fee Schedule:

Strategic Partnership Aggregate Consideration: Upfront Payment	**Success Fee**
Any purchase of securities in the Company as part of the Strategic Partnership Transaction	Financing Transaction Fee determined as provided in the Financing Transaction Fee Schedule in Section 3.b.i hereof
Up to $1M (excluding any purchase of securities)	$75,000
Over $1M (excluding any purchase of securities)	$75,000 plus 5% of amount in excess of $1M

Strategic Partnership Aggregate Consideration: Subsequent Payments incl. Milestones & Royalties	**Success Fee**
Any purchase of securities in the Company as part of the Strategic Partnership Transaction	Financing Transaction Fee determined as provided in the Financing Transaction Fee Schedule in Section 3.b.iii hereof
Up to $20M (excluding any purchase of securities)	5% of the amount of such subsequent payments
Over $20M (excluding any purchase of securities)	4% of the amount of such subsequent payments

iii. Sale of Company:

1. If (A) a Sale of Company is consummated during the Term or during the Tail Period, or (B) any party in a Strategic Partnership or Financing, as herein defined, acquires the other party pursuant to a Transaction Option, as hereinafter defined, regardless of when such exercise and Transaction Option is consummated, the Company will pay Mavericks Capital or Mavericks Securities a success fee based on Aggregate Consideration, as hereinafter defined, received (the "Sale of Company Transaction Fee"), in an amount according to the following Sale of Company Transaction Fee Schedule:

Sale of Company Aggregate Consideration	**Success Fee**
Up to $10M	Greater of 7.5% of Aggregate Consideration or $500k
$10M and less than $50M	$0.75M plus 5% of the amount in excess of $10M
$50M and less than $100M	$2.75M plus 4% of the amount in excess of $50M
Greater than $100M	$4.75M plus 3% of the amount in excess of $100M

2. In the event that a Sale of Company Transaction is structured as a tender offer, or as a merger, the Company will ensure that the binding agreements with respect to such Transaction provide for the payment to Mavericks Capital or Mavericks Securities by the Company prior to payments or proceeds going to the equity holders of the Company.

c. Break-Up Fees. If the Company is entitled to receive a break-up, termination, "topping," expense reimbursement or similar fee or payment (including, without limitation, any judgment for damages or amount in settlement of any dispute as a result of such termination, abandonment or failure to occur) (a "Break-Up Fee") from a third party and a Transaction Fee would have been due to Mavericks but for the termination, abandonment or failure of the Transaction, Mavericks will be entitled to a cash fee, payable promptly following the Company's receipt of such Break-Up Fee, equal to the lesser of (i) 25% of the aggregate amount of all such Break-Up Fees received by the Company or (ii) $500,000.00.

d. No Future Reduction in Fees. Transaction Fees due hereunder that are attributable to that part of the relevant Aggregate Consideration which is deferred or is conditional or contingent upon the occurrence of some future performance or event (excluding a customary escrow deposit if required in the case of a Sale of Company Transaction) will not be subject to termination or reduction as a result of the termination or reduction of such deferred, conditional or contingent Aggregate Consideration by the Company (or its successor-in-interest) in a subsequent transaction for material consideration. Thus, in the case where a subsequent transaction truncates the fees Mavericks would have otherwise received, the Company and Mavericks will mutually agree upon on a lump sum payment (payable at the closing of the subsequent transaction) to make Mavericks whole. If the Company and Mavericks cannot agree on that lump sum payment, the Company will pay Mavericks a Transaction Fee based on the subsequent Transaction according to the fee schedules above.

4. **Out-of-Pocket Expenses.** For expenses incurred by Mavericks during the course of executing a Transaction, the Company will reimburse Mavericks for travel and all other reasonable out-of-pocket expenses provided that Mavericks will not incur such expenses in excess of $500 individually or in the aggregate without the Company's prior written consent, which consent will not be unreasonably or untimely withheld. Mavericks will invoice a monthly fee of $300, which is a prorated charge for each of its clients for the use of several expensive databases that Mavericks has contracted on behalf of its clients. The Company will also, upon the prior written approval, pay any service provider engaged by Mavericks directly for payments over $500. Mavericks and any such service provider will provide the Company with such receipts or invoices, and in such format, as the Company may request in good faith in order for the Company to meets its requirements under IRS regulations.

5. **Timing and Method of Payments.** Unless otherwise specified in this Agreement, payment of the Commitment Fee, Transaction Fee, and expense reimbursement by the Company will be paid to Mavericks in U.S. dollars by wire transfer to the account or accounts identified by Mavericks in writing to the Company as follows: (a) as to the Commitment Fee and reimbursement of expenses, within five (5) business days after receipt by the Company from Mavericks of an invoice therefor, (b) as to a Financing or Strategic Partnership Transaction Fee, within five (5) business days after the Company's receipt (or, as relevant, the receipt by its equityholders, depending on the structure of the Transaction) of the relevant Aggregate Consideration, and (c) as a Sale of Company Transaction Fee, contiguous to the Company's receipt (or, as relevant, the receipt by its equityholders, depending on the structure of the Transaction) of the relevant Aggregate Consideration. Transaction Fees due hereunder that are attributable Aggregate Consideration which is contingent upon the occurrence of a future event (excluding a customary escrow deposit if required in the case of a Sale of Company Transaction) will be paid by the Company to Mavericks within five (5) business days after the Company's receipt of the relevant Aggregate Consideration which is contingent upon the occurrence of some future event.

6. **Reporting.** For so long as any amounts are due or potentially due to Mavericks hereunder from the Company with respect to any Transaction, the Company and any successor in interest to the Company or its assets will continue to provide such written financial reports to Mavericks Capital or to Mavericks Securities and their assigns (such as Shareholder Representative Services LLC or similar company) as will enable Mavericks Capital or Mavericks Securities to determine independently the amount of Transaction Fees due hereunder as to such Transaction, provided that such reports will contain only financial information upon which Transaction Fees are calculated to be due hereunder and will not contain any Company information deemed to be proprietary or confidential.

7. **Certain Definitions.** As used in this Agreement, the following words have the following meaning.

a. "Affiliate" means: (i) a director, executive officer, employee, consultant of the Company, or a stockholder owning at least five percent (5%) of the issued and outstanding shares of the Company Common Stock, or securities exercisable or convertible into at least 5% of the Company's assets or Common Stock, and (ii) as to a Party, a party controlling, controlled by or under common control with such Party.

b. "Aggregate Consideration" means the value of all consideration paid in a Transaction, in whatever form, including, but not limited to cash, cash equivalents, promissory notes, liabilities assumed, payments made to third parties on behalf of a Party, earn-outs, royalties, real property sold or leased, intellectual property sold or licensed, assets, products, or securities and employment agreements, consulting agreements, management agreements provided that, in the case of employment agreements, consulting agreements and management agreements, the value of the consideration paid under these agreements will only be included in the calculation of Aggregate Consideration to the extent such value exceeds the average consideration paid to such employee by the Company over the previous two years by more than 25%; and provided that payments (including milestone and/or royalty payments) due by the Company to any third party (including Affiliates) will not be deducted from, and will be included in, the calculation of Aggregate Consideration.

The fair market value of any noncash component, such as securities (whether debt or equity) or other property, which are part of Aggregate Consideration will be determined as follows:

i. The value of securities that are freely tradable on an established public market will be determined by the average closing market prices, weighted by trading volume, for the ten trading days prior to (1) the closing of the Transaction with respect to securities paid at such closing or (2) the date securities are deliverable to the Company or its stockholders with respect to such securities delivered later than the closing; it being understood that for the purposes herein, restricted securities for which there is a public market for the underlying security will be deemed to be valued at the public market price of such securities without applying any type of discount; and

ii. The value of securities that are not freely tradable or have no established public market, and the value of Aggregate Consideration that consists of other property, will be the fair market value as of the date the securities or other property are released to the Company or its stockholders, as determined in good faith by Mavericks and the Company, or a mutually agreed third party if Mavericks and the Company cannot agree to valuation.

If there is no resolution as to the value under such securities under this subsection by the Parties prior to the closing of a Transaction, then the Company will ensure that sufficient Aggregate Consideration is placed into escrow in the amount of such value claimed by Mavericks, until resolution of such value.

c. "Business day" means a day when U.S. national banks in New York are open for business.

d. "Financing" means any issuance or sale of the Company's equity or debt securities.

e. "Sale of Company" means one or a series of transactions whereby, directly or indirectly, control of or a material interest in the Company or any of its businesses or assets, such that the value of such interest or businesses or assets is equal to or greater than fifty-one percent (51%) of the total equity or value of the Company, are transferred to or combined with that of any person or one or more persons formed by or affiliated with such person, including, without limitation, an acquisition, a disposition or exchange of capital stock or assets, a merger or consolidation, a tender or exchange offer, a leveraged buyout, or the formation of a joint venture or partnership or any similar transaction; provided that if such transaction or transactions include a payment to the Company of a percentage of sales or profits of the business or assets (i.e., royalties or profit share) transferred at any time more than two (2) years after the date that the Transaction is consummated, such transaction will be defined as a Strategic Partnership rather than as a Sale of Company.

f. "Strategic Partnership" means any transaction or related series or combination of transactions whereby, directly or indirectly, the Company or an Affiliate sells, contributes, or exchanges such Party's assets (including drugs, drug candidates, medical devices, diagnostics, or the like), services, or technology (including, but not limited to, the transfer, sharing, licensing, or other transaction involving its or another party's technology or intellectual property or other assets), or enters into a joint venture, partnership, in- or out-licensing agreement, or similar transaction that does not satisfy the definition of a Sale of Company or Financing.

g. "Transaction" means, individually or collectively, a Sale of Company, Strategic Partnership, or Financing, as the case may be.

h. "Transaction Fee" means, individually or collectively, a Sale of Company Transaction Fee, Strategic Partnership Transaction Fee, or Financing Transaction Fee, as the case may be.

i. "Transaction Fee Schedule" means, individually or collectively, a Sale of Company Transaction Fee Schedule, Strategic Partnership Transaction Fee Schedule, or Financing Transaction Fee Schedule, as set forth in this Agreement, as the case may be.

j. "Transaction Option" means an option or right of the relevant Transaction Party, contained in any definitive written agreement for a Sale of Company, Strategic Partnership, or Financing which is entered into by the Company during the Term or during the Tail Period, which provides for such Transaction Party to complete a transaction after the Term and/or after the Tail Period that would be deemed a Sale of Company, Strategic Partnership, or Financing hereunder.

k. "Transaction Party" or "Transaction Parties" means any party consummating a Transaction with the Company, including without limitation, purchasers or acquirers of, strategic partners with, licensees or licensors of, and/or investors in the Company.

8. **Information.**

a. The Company will furnish, or cause to be furnished, to Mavericks such information as Mavericks believes appropriate to its engagement hereunder (all such information referred to collectively herein as "Information") and the Company represents that to the best of its knowledge, all such Information will be true, accurate and complete in all material respects as of the date provided. The Company will use commercially reasonable efforts to notify Mavericks promptly of any change that may be material in such Information. Mavericks will preserve such information according to relevant FINRA and SEC regulations.

b. Mavericks will be entitled to rely on and use the Information and other information that is either publicly available or supplied by the Company without independent verification, and will not be responsible in any respect for the accuracy, completeness or reasonableness of all such Information as it is provided to Mavericks or to conduct any independent verification or any appraisal or physical inspection of properties or assets.

c. Mavericks will assume that all financial forecasts in such Information have been reasonably prepared and reflect the best then-currently available estimates and judgments of the Company as to the expected future financial performance of the Company.

d. Mavericks acknowledges and agrees that it may, pursuant to this Agreement, be given access to, or provided with information that the Company considers to be information that is not made available to the public ("Confidential Information"). Mavericks will take necessary precautions to safeguard Confidential Information from disclosure to third parties, and will not use the Confidential Information for any purpose except in carrying out its duties hereunder, and will, if so requested in good faith by the Company, execute and deliver a customary Nondisclosure Agreement, separate from this Agreement, with respect to such Confidential Information. Mavericks may, on a case by case basis, disclose Confidential Information to third parties, including potential Transaction Parties, as necessary to carry out its duties hereunder, provided the Company has approved such disclosure to the relevant third party in writing to Mavericks in advance of the disclosure. Mavericks will cooperate in good faith with Company to assist the Company to enter into such confidentiality agreements with such third parties prior to such disclosures as the Company may require.

9. **Disclosure.** The Company acknowledges that all materials and advice given by Mavericks in connection with Mavericks' engagement hereunder is solely for the benefit and use of the executive management (Chief Executive Officer, President and Vice Presidents) and the Board in considering the Transactions. Except as required by law, the Company agrees that no such materials and advice will be used for any other purpose or be disclosed, reproduced, disseminated, quoted or referred to at any time, in any manner or for any other purpose, nor will any public reference to Mavericks be made by or on behalf of the Company, in each case without Mavericks' prior written consent, which consent will not be unreasonably or untimely withheld. The Company agrees to not use any valuation work provided as part of this engagement for the purposes of selling securities or valuing the company to an external party. The Company also agrees that such valuation is not, and should not be considered to be, a fair value opinion by Mavericks.

10. **No Third Party Beneficiaries.** The Company acknowledges and agrees that Mavericks has been retained to act as a financial advisor to the Company, and not as an advisor to or agent of any other person under this Agreement, and that the Company's engagement of Mavericks is not intended to, and does not, confer rights upon any person not a party to this Agreement (including stockholders, employees or creditors of the Company) against Mavericks or its affiliates, or their respective Directors, officers, employees or agents. This Agreement is not intended to, and does not, confer rights upon any Affiliate of Mavericks nor any of Mavericks' members or other equityholders, employees or creditors.

11. **Independent Contractor; Taxes.** Mavericks is engaged hereunder by the Company as, and will act hereunder as, an independent contractor, and any duties arising out of Mavericks' engagement hereunder will be owed solely to the Company. Neither Party has the power or the authority to bind the other Party to any third party nor to commit any obligation of the other Party to any third party. Mavericks will be responsible for payment of all taxes owed by it on all amounts paid to it by the Company hereunder.

12. **Indemnification.** The Company and Mavericks agree to the provisions with respect to the Company's indemnity of Mavericks set forth in, and other matters set forth in, Schedule B attached hereto and incorporated herein by reference.

13. **Publicity.** Upon consummation of a Transaction, Mavericks may, at Mavericks' expense, place a customary announcement in such newspapers, periodicals or other media as Mavericks may choose, stating that Mavericks has acted as a financial advisor to the Company in connection with such Transaction, provided that the Company has approved the content of such announcement in final form prior to its placement, which approval will not be unreasonably or untimely withheld. Any announcement by the Company as to the consummation of a Transaction in which Mavericks is mentioned will require the written approval of Mavericks as to such mention in the final form thereof prior to the publication of such announcement by the Company, which approval will not be unreasonably or untimely withheld.

14. **Amendments and Successors.** This Agreement may not be waived, amended, modified, or assigned in any way, in whole or in part, including by operation of law, without the prior written consent of the Company and Mavericks. The provisions of this Agreement will inure to the benefit of and be binding upon the successors and assigns of the Company and Mavericks.

15. **Entire Agreement.** This Agreement, including Schedules A and B hereto, constitutes the entire agreement between Mavericks and the Company with respect to the subject matter of this Agreement, and supersedes any prior agreements and understandings between the Parties with respect to such subject matter.

16. **Notices; Counting of Time.** All notices and other communications under this Agreement will be in writing and will be given by personal or courier delivery, or by electronic mail ("email"), and will be deemed to have been duly given upon receipt if personally delivered, including delivery by courier, or on the date of transmission if transmitted by email without rejection, to the addresses of the Parties as set forth herein. *Notices hereunder may not be delivered by facsimile or mail*. Either Party may change such Party's address for notices by notice duly given pursuant to this Section 16:

a. If to Mavericks Capital or Mavericks Securities:

Mavericks Capital LLC
(or, as applicable)
Mavericks Capital Securities LLC
Attn: Jeffrey S. Karan, Managing Partner
600 Hansen Way, Suite 200
Palo Alto, California, 94304
USA
Email: jeff.karan@maverickscap.com

b. If to the Company:

eWellness Healthcare Corporation
Attn: Darwin Fogt, President
11825 Major Street
Culver City, California 90230
USA
Email: darwin@evolution-pt.com

For purposes of counting of time under this Agreement, the day upon which the event occurs which initiates such relevant time period will not be counted, and the day immediately next thereafter will be counted as the first day of the relevant period.

17. **Headings.** Section and paragraph headings in this Agreement are intended for convenience of reference only, and will not in any way limit, define, amplify or otherwise affect the interpretation of any term of this Agreement.

18. **Severability.** The Parties believe that the provisions of this Agreement are no broader in scope and duration than is necessary to protect the legitimate interests of the Parties being protected in this Agreement, and therefore it is the intent of the Parties that such provisions be enforced to the fullest extent permissible under applicable law. If a court of competent jurisdiction declares any provision of this Agreement illegal, invalid or otherwise unenforceable, such provision will be deemed severed to the extent or scope of the illegality, invalidity or unenforceability. If it remains possible after such severance for the remaining provisions of this Agreement to achieve the essential intent of the Parties, such remaining provisions will be deemed to remain in full force and effect.

19. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together will constitute one agreement binding on each of the Parties.

20. **Electronic Storage.** This Agreement and its attendant signatures may be scanned into image or PDF document form, and the electronic copy will be deemed to carry the same legal, binding weight as the original document.

21. **Governing Law and Jurisdiction.** This Agreement and all matters relating to this Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without reference to the conflict of laws principles of the State of California. The parties hereby (a) irrevocably submit to the exclusive jurisdiction of the state courts of California, and the federal courts of the United States of America, located in Santa Clara, California in respect of the interpretation or enforcement of this Agreement and (b) waive any objection to such jurisdiction or such venue. Each of the parties hereby agrees that mailing of process or other papers in connection with any such action or proceeding in the manner provided in the notice provisions above, or in such other manner as may be permitted by law, shall be valid and sufficient service of such process or other papers.

22. **Advice of Counsel.** EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT WILL NOT BE CONSTRUED AGAINST EITHER PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

We are enthusiastic about the opportunity of working with you on this important assignment. If this letter correctly sets forth the understanding between us, please so indicate by signing on the designated space below and returning a signed copy to me by hand, or by email to me at jeff.karan@maverickscap.com.

Sincerely,

Jeffrey S. Karan
Managing Partner
Mavericks Capital LLC and
Mavericks Capital Securities LLC

Donna Fedor
Managing Director
Mavericks Capital LLC

AGREED:

eWellness Healthcare Corporation

Darwin Fogt
CEO and President

Date signed: May 20, 2015

SCHEDULE A

CERTAIN SERVICES AND DELIVERABLES BY MAVERICKS

Mavericks Capital, and Mavericks Securities when required by federal or state securities laws, may perform the following financial advisory and investment banking services for the Company under this Agreement, using commercially reasonable efforts:

1. assist the Company in analyzing the Company's business, operations, properties, financial condition and prospects;

2. assist the Company in preparing material describing the Company, its products and its technology for distribution and presentation to potential Transaction Parties previously approved by the Company;

3. work with the Company to develop and maintain a list of potential Transaction Parties, review and discuss such list with the Company on an ongoing basis, and, as directed by the Company, contact and provide information regarding the Company and assistance to such potential Transaction Parties in order that they better understand the opportunity;

4. advise the Company as to strategy and tactics for negotiations related to one or more Transactions and, if requested by the Company, participate in such negotiations;

5. assist and advise the Company with respect to the financial form and structure of the Transaction; and

6. render such other financial advisory and investment banking services as may be necessary to effectuate the Transaction(s) or as may from time to time be agreed by Mavericks and the Company in writing.

SCHEDULE B

INDEMNIFICATION

Indemnification. The Company will indemnify and hold Mavericks and Mavericks' agents, employees, members, officers, Directors, managers, principals, partners, advisors and affiliated entities and the agents, employees, members, officers, Directors, managers, principals, partners, and advisors of each affiliated entity (collectively, the "Indemnified Parties") harmless against and from all losses, claims, damages or liabilities, and all actions, claims, proceedings and investigations in respect thereof, arising out of or in connection with this Agreement, and will reimburse the Indemnified Parties for their time and all reasonable legal and other out-of-pocket expenses as incurred by the Indemnified Parties in connection with investigating, preparing or defending any such action, claim, proceeding or investigation; provided, however, that the Company will not be so liable to the extent that any such loss, claim, damage or liability is finally determined by a judge or an arbitrator to have resulted primarily and directly from any of the Indemnified Parties' fraud, gross negligence or willful misconduct. Also, the Company will not settle any claim, action, suit or proceeding related to the engagement of Mavericks under this Agreement or otherwise as to this Agreement unless the settlement also includes an unconditional release of the Indemnified Parties from all liabilities arising out of such claim, action, suit or proceeding.

If for any reason the foregoing indemnification or reimbursement is unavailable to the Indemnified Parties or is insufficient to hold the Indemnified Parties harmless, then the Company will contribute to the amount paid or payable by the Indemnified Parties as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and Mavericks on the other hand, the relative fault of the Company and of Mavericks and any relevant equitable considerations; provided that, in no event will the aggregate contribution of Mavericks hereunder exceed the amount of fees actually received by Mavericks pursuant to this Agreement (collectively, the "Contribution Obligations"). Such reimbursement and indemnity obligations together with the Contribution Obligations of the Company under this Agreement will be in addition to any liability which the Company may otherwise have, will survive the execution and any termination of this Agreement and will be binding upon any successors, assigns, and representatives of the Company.

Limitation of Mavericks' Liability. The Company will limit any and all liability or claim for damages, cost of defense or expense it seeks against any of the Indemnified Parties to a sum not to exceed the cash compensation actually realized by Mavericks under this Agreement, arising from any error, omission or negligence by Mavericks in the course of performing services under the Agreement. Such damages include, but are not limited to, lost profits, lost revenues, or consequential, incidental or special damages. This provision will survive the execution and any termination of this Agreement and will be binding upon any successors, assigns, and representatives of the Company.

AMENDMENT NUMBER 1

This Amendment Number 1 confirms the understanding and agreement between Mavericks Capital and the Company originally dated May 20, 2015 (the "Original Agreement") and adds two additions. All of the terms and provisions of the Original Agreement remain in full force and effect. The two changes / additions now incorporated in the Original Agreement are the following:

Change 1

While the primary objectives of the business relationship described in the Original Agreement hasn't changed, Mavericks may also assist eWellness in the acquisition of new customers ("Customer Acquisition").

As such, the following new section is added to the Original Agreement in Section 3 (b), after subsection iii) Sale of Company:

iv) Customer Acquisition:

If Mavericks introduces the Company to a potential customer, and that customer enters into a business relationship with the Company, Mavericks will be entitled to a customer acquisition fee (the "Customer Acquisition Transaction Fee") according to the following Customer Acquisition Transaction Fee Schedule:

Net Customer Revenue	Success Fee
Customer revenue received by the Company, net of any pass through costs	10% of that revenue, payable to Mavericks upon receipt by the Company

The Company and Mavericks must agree in writing in advance as to which potential customers of the Company are covered by this section. Email correspondence (request and confirmation) is satisfactory for the purposes of this section.

Change 2

In Section 7 (Certain Definitions), the following definition is included in alphabetical order:

"Customer Acquisition" means a transaction or series of transactions whereby the Company sells its products and/ or services to a third party (the "Customer") introduced by Mavericks, resulting in revenues to the Company. Mavericks and the Company will agree in advance, in writing, as to which Customers of the Company are subject to this definition.

If this Amendment correctly sets forth the understanding between us, please so indicate by signing on the designated space below and returning a signed copy to me.

Agreed this 28th day of September, 2015

Mavericks Capital LLC

By: _____
Name: John Selig
Title: Managing Partner

By: _____
Name: Donna Fedor
Title: Managing Director

Mavericks Capital Securities LLC

By: _____
Name: Jeffrey S. Karan
Title: Managing Partner

eWellness Corporation

By: _____
Name: Darwin Fogt
Title: Chief Executive Officer and President

Exhibit 31.1 Certification of the Chief Executive Officer of eWellness Healthcare Corporation., pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Darwin Fogt, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2015 of eWellness Healthcare Corporation (the "registrant");

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

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

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15-d-15(f)) for the registrant and have:

a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, 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;

c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

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

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the Audit Committee of the registrant's board of directors (or persons performing the equivalent functions):

a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 16, 2015

/s/ Darwin Fogt

Darwin Fogt,
Chief Executive Officer (Principal Executive Officer)

Exhibit 31.2 Certification of the Chief Financial Officer of eWellness Healthcare Corporation, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, David Markowski, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2015 of eWellness Healthcare Corporation (the "registrant");

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

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

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15-d-15(f)) for the registrant and have:

a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, 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;

c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

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

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the Audit Committee of the registrant's board of directors (or persons performing the equivalent functions):

a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 16, 2015

/s/ David Markowski

David Markowski,
Chief Financial Officer
(Principal Financial and Accounting Officer)

Exhibit 32.1 Certification of the Chief Executive Officer of eWellness Healthcare Corporation pursuant to Section 906 of the Sarbanes Oxley Act of 2002

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

In connection with the Quarterly Report on Form 10-Q of eWellness Healthcare Corporation (the "Company") for the quarterly period ended September 30, 2015 as filed with the Securities and Exchange Commission (the "Report"), the undersigned Darwin Fogt, Chief Executive Officer of the Company certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

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

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

eWellness Healthcare Corporation.

Date: November 16, 2015

By: */s/ Darwin Fogt*
Darwin Fogt, Director and Chief Executive Officer
(Principal Executive Officer)

This certification accompanies this Quarterly Report on Form 10-Q pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by such Act, be deemed filed by the Company for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Such certification will not be deemed to be incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Exchange Act, except to the extent that the Company specifically incorporates it by reference.

Exhibit 32.2 Certification of the Chief Financial Officer of eWellness Healthcare Corporation pursuant to Section 906 of the Sarbanes Oxley Act of 2002

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

In connection with the Quarterly Report on Form 10-Q of eWellness Healthcare Corporation (the "Company") for the quarterly period ended September 30, 2015 as filed with the Securities and Exchange Commission (the "Report"), the undersigned David Markowski, Chief Financial Officer of the Company, certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

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

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

eWellness Healthcare Corporation

Date: November 16, 2015

/s/ David Markowski

David Markowski, Chief Financial Officer
(Principal Financial and Accounting Officer)

This certification accompanies this Quarterly Report on Form 10-Q pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by such Act, be deemed filed by the Company for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Such certification will not be deemed to be incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Exchange Act, except to the extent that the Company specifically incorporates it by reference.