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

**Form 8-K**

**CURRENT REPORT**

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

**Date of Report (Date of earliest event reported) November 21, 2016**



**eWELLNESS HEALTHCARE CORPORATION**

(Exact name of registrant as specified in its charter)

**Nevada**

(State or other jurisdiction of  
incorporation or organization)

**11825 Major Street, Culver City, California**

(Address of principal executive offices)

**26-1607874**

(I.R.S. Employer  
Identification No.)

**90230**

(Zip Code)

(310) 915-9700

(Registrant's telephone number, including area code)

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

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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## **Item 1.01 Entry into a Material Definitive Agreement**

### **Bistromatics Services Agreement**

On November 12, 2016, eWellness Healthcare Corporation (the “Company”) entered into a Services Agreement with Bistromatics, Inc. (the “Services Agreement”), a Company incorporated under the laws of Canada (“Bistromatics”).

Pursuant to the Services Agreement, attached hereto as Exhibit 10.2, Bistromatics will provide operational oversight of the Company’s Phzio System including: development, content editing, client on boarding, clinic training, support & maintenance, billing, hosting and oversight and support of CRM and helpdesk system. As compensation for Bistromatics services, the Company has agreed to pay a monthly base fee of \$50,000 monthly until Bistromatics has successfully signed and collected the first monthly service fee for 100 Physical Therapy Clinics to start using the PHZIO platform. If and when Bistromatics provides the Company with evidence of the 100 Physical Therapy Clinics, the monthly service fee will extend to \$100,000. On or before November 15, 2016, Bistromatics will have the ability to convert any outstanding amounts that fall in arrears 60 days into common stock at the same terms as the next round of financing or the Company’s common stock market price, whichever is higher.

Additionally, as compensation for work already completed by Bistromatics, the Company will issue 25,280,899 shares of the Company’s common stock, at \$0.0089 per share, and provide Bistromatics with the right to appoint 40% of the Board seats at eWellness. Bistromatics also gains the exclusive rights to the Canadian market for all eWellness service and product offerings in perpetuity, subject to a royalty on revenues of 10% payable to eWellness. In the event of a sale of the Canadian rights and the operations associated with the Canadian market for the Phzio platform, eWellness shall forfeit any future royalties and receive a 10% commission on the sale if Bistromatics is responsible for facilitating the sale opportunity or in the event of a sale where eWellness has facilitated the sale opportunity, then eWellness shall receive a 25% commission on the sale of the Canadian operations.

## **Item 2.03 Creation of a Direct Financial Obligation or and Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The information set forth under Item 1.01 above is incorporated by reference into this Item 2.03.

Item 2.04 Triggering Events That Accelerate or Increase a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement. On August 16, 2016 the Company borrowed a principle indebtedness of \$213,255.31 from Rodney Schoemann in the form of a 90-day non-convertible note due on November 14, 2016. During that period the Company paid \$33,204.15 in principal against the note and as of November 15, 2016 the Company is in default for the remaining balance of \$178,628.91. The Company is currently in discussions with the noteholder regarding an extension of the due date, but there can be no guarantee as to the outcome of those discussions.

### **Important Notice regarding the Documents**

*The Documents have been included as exhibits to this Current Report on Form 8-K to provide investors and security holders with information regarding their terms. They are not intended to provide any other financial information about the Company or its subsidiaries. The representations, warranties and covenants contained in the Documents were made only for purposes of those agreements and as of specific dates; were solely for the benefit of the parties to the Documents; may be subject to limitations agreed upon by the parties, including being qualified by disclosures made for the purposes of allocating contractual risk between the parties to the Documents instead of establishing these matters as facts; and may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to investors. Investors should not rely on the representations, warranties and covenants or any description thereof as characterizations of the actual state of facts or condition of the Company. Moreover, information concerning the subject matter of the representations, warranties and covenants may change after the date of the Documents, which subsequent information may or may not be fully reflected in public disclosures by the Company.*

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**Section 9 – Financial Statements and Exhibits**

**Item 9.01 Financial Statements and Exhibits**

(d) Exhibits

Exhibit No.	Description
10.1	Services Agreement
10.2	Rodney Schoemann Note

+ 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 hereunto duly authorized.

eWellness Healthcare Corporation

Date: November 21, 2016

By: \_\_\_\_\_

Darwin Fogt,  
Chief Executive Officer

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# eWellness Bistromatics Service Agreement

## Binding Letter of Intent

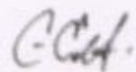
### Recitals:

eWellness Healthcare Corporation ("eWellness" and or "the Company") has struggled financially for the past 4 years of development with none of the senior management of the company receiving any of the agreed to compensation. Bistromatics Inc. ("Bistromatics") the Canadian company that eWellness licensed its PHZIO platform from has done unanticipated additional accelerated work for the past 5 months to fully engineer and construct additional novel features that were required in order to ready the PHZIO platform for launch. eWellness and Bistromatics hereinafter ("the Parties"). This additional programming cost amounts to US\$225,000. The company is not in a position to pay this bill, nor are eWellness senior executives willing to continue to work for no compensation. As a result of this financial situation, Bistromatics has offered the following solution in order to launch the PHZIO platform to the entire physical therapy ("PT") industry. This solution comes in the form of a 3-year service agreement. It is acknowledged by both Parties that they believe that this Agreement will lower the long term costs of operating the PHZIO platform for eWellness.

The following is a binding letter of intent to complete a definitive service agreement between the Parties within the next 14 business days.

### 1. eWellness outsources operational oversight to Bistromatics for the Phzio System

- Development
- Content Editing
- Client on boarding
- Clinic Training
- Support & Maintenance
- Billing
- Hosting
- Oversight and Support of CRM and Helpdesk system



Monthly base fee: \$100,000 to be paid by eWellness to Bistromatics for development, content editing, client development and support and covering the compensation costs of Curtis Hollister CTO, Darwin Fogt CEO and Mike Block Senior Programmer. Fogt and Hollister will retain there eWellness officer positions and board seats and will retain their past due compensation up through June 30, 2016.

eWellness agrees that Curtis Hollister and Darwin Fogt will participate on the Compensation Committee and that no significant share options will be issued until this committee has reviewed and approved such allocations.

Post payment of the initial \$100,000 monthly base fee, eWellness will only be obligated to pay \$50,000 monthly until Bistromatics has successfully signed and collected the first monthly service fee for 100 Physical Therapy Clinics to start using the PHZIO platform.

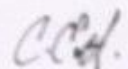
A Physical Therapy Clinic is defined as unique physical location where physical therapy services are delivered and a monthly fee is charged to the Clinic to use the PHZIO platform.

Bistromatics will provide eWellness notice and evidentiary details to show the 100 Clinics goal has been realized. Upon such notice, the Monthly Base Payment will return to \$100,000 and be paid per the existing schedule.

Expenses associated with:

- Content creation;
- Hosting;
- Software licenses fees (e.g.);
- Development & support resources
- Travel and communications; and
- other eWellness specific expenses are to be charged back to eWellness at cost +15%.

First Payment Date: On or before November 15, 2016. Bistromatics will have the ability to convert any outstanding amounts that fall in arrears 60





days into common stock at the same terms as the next round of financing or the Company's common stock price, which ever is higher.

Payments for Monthly Base Fees will be issued on the 15<sup>th</sup> calendar day of each month.

eWellness is currently a publicly traded company, in the event that eWellness is delisted and not longer a publicly trading stock, the Monthly Base Fee will automatically revert to \$100,000 monthly for any future Monthly Base Fee payments.

2. Shares issued to Bistromatics Inc. for existing work completed (\$225,000)

- 25,280,899 common shares @\$0.0089
- Right to appoint 40% of the Board seats at eWellness

3. Exclusive rights to the Canadian market for all eWellness service and product offerings in perpetuity.

- o Royalty on revenues of 10% back to eWellness
- o In the event of a sale of the Canadian rights and the operations associated with the Canadian market for the Phzio platform, eWellness shall forfeit any future royalties and:
  - Receive a 10% commission on the sale if Bistromatics is responsible for facilitating the sale opportunity
  - Or in the event of a sale where eWellness has facilitated the sale opportunity, then eWellness shall receive a 25% commission on the sale of the Canadian operations.

4. All outstanding salaries with eWellness will not be converted by any officer or director. These amounts will still be payable to respective parties.

5. All remaining outstanding expenses at eWellness will still be owed to Darwin Fogt and Curtis Hollister.

6. Darwin, Mike and Curtis will act as dedicated resources to eWellness through Bistromatics.

The Parties agree to expeditiously complete a definitive agreement on or about the above noted terms within the next 14 business days.

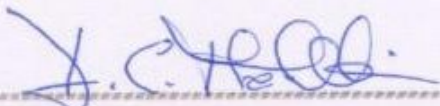
The Parties agree to the above terms and conditions on this 12<sup>th</sup> Day of November 2016.

Bistromatics Inc.

A handwritten signature in black ink, appearing to read 'C. Hollister', with a long horizontal flourish extending to the right.

Curtis Hollister, Director

eWellness Healthcare Inc.

A handwritten signature in blue ink, appearing to read 'D. MacLellan', with a long horizontal flourish extending to the right.

Douglas MacLellan, Chairman and Director



RISKY PROMISSORY  
NOTE

\$213,255.31

August 16, 2016

FOR VALUE RECEIVED, eWellness Healthcare Corporation, a Nevada corporation (referred to herein as "Borrower") with a business address at 11825 Major Street, Culver City, CA 90230, hereby unconditionally agrees and promises to pay to the order of Rodney Schoemann (the "Lender" and/or its successors and assigns (collectively, with the Lender, the "Holder"), at, or such other place as the Holder may from time to time designate, the principal sum of Two Hundred and Thirteen Thousand Two Hundred Fifty Five Dollars & 31/100 Cents (\$213,255.31) (the "Principal Indebtedness"), together with interest on the outstanding Principal Indebtedness, Risky Loan Fee(s), and Default Fee(s), as evidenced by this Note at the Interest Rate defined herein.

Holder has previous Promissory Notes from Holder to Borrower dated May 30, 2015, July 15, 2015, September 16, 2015, October 11, 2015, December 6, 2015, March 14, 2016, May 2, 2016, June 11, 2016, and July 14, 2016 (collectively, the "Notes"), in which Borrower agreed to pay back Holder in full the entire amount owed, but Borrower has failed to pay back Holder in full and been in default on all of the Notes with Holder, and to date Borrower acknowledges such defaults and that Borrower has only paid Holder a principle only payment of \$28,222.94 on December 14, 2015, leaving a balance of \$213,255.31 as of August 16, 2016. Borrower has on Nine (9) previous occasions represented to Holder that Borrower would be paying back the Notes to Holder, of which Holder has relied on these representations. Borrower acknowledges that Holder has been harmed by the various representations of the Borrower. Holder agrees to Loan Borrower the Principle Indebtedness of \$213,255.31, together with interest, Risky Loan Fee(s), and Default Fee(s) on the outstanding Principal Indebtedness evidenced by this Note at the Interest Rate, and other terms as defined herein:

a) Principal Indebtedness of the Loan. The entire Principal Indebtedness shall be due and payable on November 14, 2016. As a material inducement for Holder to enter into this Note, Borrower agrees: (i) that if Borrower receives in \$150,000.00 that Borrower will repay \$25,000.00 of the Principle Indebtedness to Holder within three business days of such funds settling in Borrowers account; (ii) that if Borrower receives in \$200,000.00 that Borrower will repay \$37,500.00 of the Principle Indebtedness to Holder within three business days of such funds settling in Borrowers account; (iii) that if Borrower receives in \$250,000.00, that Borrower will repay \$50,000.00 of the Principle Indebtedness to Holder within three business days of such funds settling in Borrowers account; (iv) that if Borrower receives in \$400,000 to \$500,000.00, that Borrower will repay \$150,000.00 of the Principle Indebtedness to Holder within three business days of such funds settling in Borrowers account; and (v) that if Borrower receives in \$750,000.00 to any amount higher than \$750,000.00, Borrower will repay the entire Principle Indebtedness plus interest, any Risky Loan Fee(s), and any Default Fee(s) to Holder, within three business days of such funds settling in Borrowers account.

b) Again, and has been for all of the Notes, at the Borrower request and representation, the Promissory Note is due and payable on November 14, 2016 (the "Maturity Date"). Interest shall be payable on the outstanding Principal Indebtedness, together with interest, Risky Loan Fee(s), and Default Fee(s) at the rate of Eighteen (18%) percent per annum (the "Interest Rate"), and Borrower specifically agrees that the Interest Rate will be from the start of the Notes, specifically May 30, 2015, until this August 16, 2016 Note is paid in full. Interest at the Interest Rate, Risky Loan Fee(s), and Default Fee(s) shall be payable, together with the outstanding Principal Indebtedness on the Maturity Date.

c) All payments shall be applied first to interest, then to Risky Loan Fee(s), then to Default Fee(s), and then to principal. The Borrower may prepay any amounts contemplated under this Note in full or in part prior to the Maturity Date.

d) If the Borrower shall fail to pay this Note promptly when due on the Maturity Date, or if the Borrower shall become insolvent or if any voluntary or involuntary proceedings are instituted against the Borrower under federal or state laws relating to bankruptcy or insolvency, or upon the death of Borrower, then all amounts due under this Note, including principal, Risky Loan Fee(s), Default Fee(s), and interest, shall at the option of the Holder become immediately due and payable, without further notice or demand, regardless of any prior forbearance.

e) This Note is secured by the Borrower to pay the amounts due hereunder. In the event of default by the Borrower, Holder may seize or make any claim against the Borrower, and Borrower will pay a default fee of twenty five percent of the total amount due Holder on the Maturity Date, to include principle, interest, Loan Fee(s), and Default Fee(s), and the per annum interest rate will be increased further to the highest amount legally allowed under in the State of Louisiana, which currently is at or about twenty seven percent.

f) As an inducement for Holder to enter into this Risky Promissory Note, Borrower has agreed to Issue Holder Six Hundred Seventy Five Thousand (675,000), five (5) year common stock purchase warrants at a strike price of Fifty Cents (\$0.50) per share (the "Common Stock Purchase Warrants"), of which Borrower represents to Holder that the most recent money raised and closed by the Borrower was at \$1.00 per share, which price may be adjusted lower, which these Common Stock Purchase Warrants are at a strike price of \$0.50 per share, which Borrower further represents to Holder, and Holder is relying on such representations of Borrower, that such warrants are currently of minimal to no value of \$0.001 cents per share, as the closing stock price of the Borrower was \$0.20 on August 16, 2016, and such stock Average 3 Month Volume has been 4,827 shares per day, but such warrants are included only as a minor inducement for Holder to enter into yet another Risky Promissory Note with the Borrower. Such Common Stock Purchase Warrant shall be executed and issued no later than five business days from the execution of this Agreement, or a one-time penalty of an additional One Hundred Thousand (100,000), five (5) year common stock purchase warrants at a strike price of \$0.50 per share will be issued to Holder. The warrant will contain customary terms, including a net exercise (cashless exercise) provision as follows: Cashless Exercise. Notwithstanding anything contained herein to the contrary, if and only if a registration statement pursuant to the 1933 Act covering the resale of all or any portion of the Warrant Shares is not available for the resale of such Warrant Shares (such unregistered portion of the Warrant Shares, the "**Unavailable Warrant Shares**"), the Holder may, in its sole discretion, exercise this Warrant solely with respect to the Unavailable Warrant Shares and, in lieu of making the cash payment otherwise contemplated to be made to the Borrower upon such exercise in payment of the aggregate Exercise Price for such Unavailable Warrant Shares, elect instead to receive upon such exercise the "Net Number" of shares of Common Stock determined according to the following formula (a "**Cashless Exercise**"):  $X = Y (A - B) / A$ , with: X = the number of Warrant Shares to be issued to the Holder, and Y = the number of Unavailable Warrant Shares with respect to which the Warrant is being exercised. A = the fair value per share of Common Stock on the date of exercise of this Warrant, and B = the then-current Exercise Price of the Warrant. Fair value per share of Common Stock shall mean (A) the average of the closing sales prices on the Trading Market for the twenty (20) Trading Days immediately preceding the date on which the Notice of Exercise is deemed to have been sent to the Borrower. For purposes of Rule 144 promulgated under the 1933 Act, it is intended, understood and acknowledged that the Warrant Shares issued in a Cashless Exercise transaction shall be deemed to have been acquired by the Holder, and the holding period for such shares shall be deemed to have commenced, on the date this Warrant was originally issued. Borrower has agreed that language in the Warrant Agreement for the Six Hundred Seventy Five Thousand (675,000), five (5) year common stock purchase warrants herein will include: "The Company and Warrant Holder hereby confirm and agree that: (i) Section 3(e) Call Provision of the Warrant shall be as follows: (e) Call Provision. Subject to the provisions of Section 3(d) and this Section 3(e), in the event the Common Stock shall be listed on a U.S. stock exchange and trade, as determined by the daily closing price, for twenty two (22) consecutive trading days at or above \$5.00 per share (the "Redemption Event"), the Company shall have the right, but not the obligation, to redeem all or any portion of the outstanding Warrant, at which time the Holder may elect to exercise the Warrant as set forth above in this Section 3(f)." The language in this August 16, 2016 Promissory Note will supersede language in any warrant agreement issued for the Notes.

g) Except as otherwise provided for herein, any and all fees and any and all expenses, if any, for example incurred in the preparation of legal opinion(s), any and all transfer agent fees, Fed Ex and postage fees,

attorney fees, to name a few, that may be required for the shares underlying all of the Common Stock Purchase Warrants as referenced herein above in Section f, pursuant to Rule 144 as promulgated under the Securities Act of 1933, and any and all other related fees or any and all expenses of such, including any and all attorney fees, court cost, expert fees, to name a few, under any and all situations that could arise from this August 16, 2016 Promissory Note, any previous Promissory Notes, Warrant Agreements, or any Agreements by and between Borrower and Holder, shall be the obligation of the Borrower.

h) If Borrower enters into any agreement where shares are sold or warrants are priced below the price of \$0.50 per share, or in any event where shares, warrants, options, or any conversion or exercise of such or other instruments are lower than \$0.50 per share, then all of the Warrants herein and referred to herein, and furthermore all of the Warrants held by Holder in previous transactions with Borrower, whether in Borrowers name or not, as stated in previous Promissory Notes, will also be adjusted down to such lower price.

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

j) It is agreed that if this Note is placed in the hands of an attorney for collection, by suit or otherwise, or to enforce its collection, the Borrower shall pay any and all costs, of collection, including any and all attorneys' fees, court cost, expert fees, and expenses, to name a few.

k) All payments of this Note by Borrower shall be made out to Rodney Schoemann, and mailed to Holder at 19130 Spyglass Hill Drive, Baton Rouge, Louisiana 70809, and Holder may change this by written instructions to Borrower.

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

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

n) Borrower hereby waives the exercise of any and all exemption rights that it holds at law or in equity with respect to the debt evidenced by this Note, and of any and all rights that it holds at law or in equity to require any valuation, appraisal or marshalling, or to have or receive any presentment, protest, demand and notice of dishonor, protest, demand and nonpayment as a condition to the Holder's exercise of any of its rights under this Note. To the maximum extent permitted by Louisiana law, Borrower confesses judgment in favor of Holder for the purpose of executory process or any other remedies available under the Uniform Commercial Code and acknowledges the indebtedness to Holder, up to the full amount of this Note, plus interest, costs, expenses, attorney fees, and other fees and charges as agreed to in this Note. Time being of the essence, Borrower further expressly waives the benefit of approval, demand for payment, the need of putting Borrower in default, citation, service, all notices and delays, including: (i) the three-day notice provided for in Article 2639 of the Louisiana Code of Civil Procedure (the "LCCP"); (ii) the Notice of Seizure provided under Articles 2293 and 2721 of the LCCP; (iii) the three (3) day Notice of Delay provided for in Articles 2331 and 2722 of the LCCP; and (iv) all other benefits provided under Articles 2331, 2722, 2723, 2332, 2336, 2723, and 2724 of the LCCP.

o) All persons now or at any time liable for payment of this Note hereby waive presentment, protest, notice of protest and dishonor. The Borrower expressly consents to any extension of payment or other performance which the Holder may grant at any time and from time to time without limitation and without any notice of further consent of the undersigned Borrower.

p) Holder is relying on the representations of the Borrower that the Borrower, is in the process of receiving various equity investments into the Borrower that will be completed on or before the Maturity Date, and is the sole reason Holder is taking the risk in making this loan to Borrower. Borrower further agrees to pay Holder the entire principle balance of this Note with interest, Risky Loan Fee(s), and Default Fee(s) before the Maturity Date, if Borrower receives in equity funds, another loan, or the like, of five hundred thousand dollars or more, within three days of such receipt of funds.

q) This Note is intended to be governed by, and construed and enforced in accordance with, the laws of the State of Louisiana.

r) The Borrower shall indemnify and hold harmless the Holder from and against any and all liabilities and damages in connection with the Borrower's ownership and operation and, without limiting the foregoing, shall pay any all of the Holder's legal fees, court costs, expert fees, and any and all expenses.

s) 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.

t) The Borrower has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the Borrower. This Agreement has been duly executed and delivered by the Borrower and constitutes the legal, valid and binding obligation of the Borrower. The performance by the Borrower of this Agreement and the consummation of the transactions contemplated hereby do not and will not (i) contravene or conflict with the Articles of Incorporation, or any agreements of the Borrower, (ii) conflict with or constitute a violation of any law, regulation, judgment, order or decree binding upon or applicable to the Borrower; or (iii) constitute a default under or give rise to any right of termination, cancellation or acceleration of any right or obligation of the Borrower or to a loss of any benefit to which the Borrower is entitled under any provision of any agreement or other instrument applicable to the Borrower.

u) Holder is requesting Borrower, and Borrower has agreed to Holder's request, to issue the warrants above herein as follows: 675,000 issued to: 1) 337,500 to Kristina M. Schoemann; 2) 337,500 to Rodney Ryan Schoemann Jr. Inter Vivos Trust of 1998, David J. Lukinovich, Trustee; AND Holder is requesting Borrower, and Borrower has agreed to Holder's request to Amend Series A Warrant 3 for Rodney Ryan Schoemann Jr. Inter Vivos Trust of 1998, and Amend Series A Warrant 5 for Kristina M. Schoemann.

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

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

**eWellness Healthcare Corporation**  
a Nevada corporation

By: 

Name: Darwin Fogt

Title: CEO