

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

ITEM 8.01 OTHER EVENTS.

On May 5, 2020, eWellness Healthcare Corporation, OTCQB: EWLL (“EWLL” or the “Company”) entered into a non-binding letter of intent (“LOI”) with Lord Global Corporation, OTC: LRDG (“LRDG”), a copy of which is attached as Exhibit 10.33 hereto.

The parties agreed, subject to the execution of a definitive agreement (“Definitive Agreement”), that the LRDG: (i) will issue to the Company shares of a newly authorized series of LRDG preferred stock (the “New LRDG Preferred Stock”) which will be convertible into a total of 2,000,000 shares of LRDG’s common stock, subject to a 4.99% “blocker” or beneficial ownership limitation; (ii) will create a U.S. marketing entity for EWLL’s PHZIO and MSK360 telemedicine physical therapy operations to independent contractors an “gig” economy workers; (iii) will provide initial funding in an amount of \$250,000 on or about May 15, 2020; (iv) will provide additional funding in an amount equal to 50% of the convertible note financing transactions entered into by LRDG during the 12-month period from the execution of the Definitive Agreement, which will occur only after EWLL’s pending registration statement on Form S-1 is declared effective by the SEC; and (v) will file a registration statement after execution of the Definitive Agreement for the registration, issuance and sale of LRDG’s equity securities for the benefit and funding of the Company’s growing telemedicine operations. The foregoing is referred to collectively, as the “LRDG Obligations”, all of which are subject to the execution of the Definitive Agreement, after customary due diligence.

In consideration for LRDG’s fulfillment of the above-referenced LRDG Obligations, the Company has agreed, subject to the execution of the Definitive Agreement, to: (i) pay to LRDG 10% of the commissions generated from the fees paid to the Company by the independent contractors and “gig” workers using the EWLL’s PHZIO and MSK360 platform in their physical therapy practices; and (ii) the assignment by the Company to LRDG of 25% of EWLL’s cash flow from its revenue stream (“EWLL’s Cash Flow”), payable in arrears on a quarterly basis, commencing on the execution of the Definitive Agreement. The foregoing is referred to, collectively, as the “EWLL Obligations.”

The parties have agreed that during the one-year period following execution of the Definitive Agreement that EWLL shall have the right to repurchase up to 20% of EWLL’s Cash Flow in consideration for the repayment of 150% of funding provided EWLL from its convertible note financing transactions. The parties further agreed that if LRDG does not provide to the Company the \$250,000 in initial funding by or about May 20, 2020, either party may terminate this non-binding LOI and the respective LRDG Obligations and EWLL Obligations shall be deemed null and void.

Item 9.01 Exhibits

[Exhibit 10.33. Non-Binding Letter of Intent dated May 5, 2020, filed herewith.](#)

SIGNATURE

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

Dated: May 8, 2020

eWellness Healthcare Corporation

By: *Darwin Fogt*
Name: Darwin Fogt
Title: Chief Executive Officer

LORD GLOBAL CORPORATION

May 1, 2020

eWellness Healthcare Corporation
333 Las Olas Way
Suite 100
Ft. Lauderdale FL 33301
Attn: Darwin Fogt, CEO

Re: Letter of Intent

Dear Mr. Fogt:

This non-binding letter of intent (this "Letter of Intent") sets forth the intention of the undersigned Lord Global Corporation, a Nevada corporation ("LRDG"), to enter into a transaction with eWellness Healthcare Corporation ("EWLL" or the "Company"), each of which may be referred to as a "Party" or, together, the "Parties"), as set forth below:

The proposed terms of the Transaction are as follows:

1. **Definitive Agreement.** Consummation of the Transaction, as contemplated, will be subject to the negotiation and execution of a mutually satisfactory Definitive Agreement by and between the Parties, together with any and all ancillary agreements and documents (collective, the "Transaction Documents"), setting forth the specific terms and conditions of the Transaction. The execution of the Definitive Agreements by the Parties is subject to the completion of a satisfactory review of the respective legal, financial and business conditions of the Parties. The Parties will use their commercially reasonable best efforts to negotiate in good faith the Definitive Agreements, which will contain, among other standard terms and conditions, including the following provisions:
2. It is the intention of the Parties that LRDG to issue EWLL shares of LRDG's newly authorized convertible preferred stock ("LRDG Convertible Preferred") the share of which will be convertible into 2 million shares of LRDG common stock, subject to a 4.9% blocker. The intention is to raise significant equity proceeds that could equal \$10 million or more for EWLL.
3. In Parties intend that LRDH will create an effective US marketing company for PHZIO and MSK360
4. The Parties plan on executing a Definitive Agreement after the current EWLL S-1 declared effective by the SEC, which is only pending approval by FINRA of the terms of the Placement Agent Agreement.
5. LRDG commits to fund the initial funding in the amount of \$250,000 for EWLL on or about May 15, 2020, which LRDG will fund by its commitment to invest in EWLL an amount equal to 50% of all convertible note financing received by LRDG during the 12 month period from the execution of the Definitive Agreement. The Parties understand that LRDG has received verbal commitments from accredited investors for convertible note funding to LRDG of at least \$250,000.
6. In addition to the funding set forth in Section 5 above, LRDG commits to file the S-1 as soon as reasonably practicable, subject to expedited preparation of the S-1 and review by LRDG's independent auditors and counsel. LRDG reasonably expect that the S-1 to raise significant equity proceeds that could equal \$10 million or more for EWLL and further expects that the S-1 will be declared effective by the SEC and that EWLL will receive the larger funding by or about July 1, 2020.

7. Presently, the Parties acknowledge that EWLL's business is growing rapidly, EWLL's existing corporate and capital structure is severely limiting the business opportunities for EWLL's continued growth.

8. LRDG has agreed in principle to become the marketing partner in the business of marketing for EWLL's PHZIO and MSK360 operations to independent contractors and gig workers, which include virtually all physical therapists in consideration for a 10% commission payable to LRDG and LRDG has further agreed to engage top marketing executives from Peloton, among other successful companies to further this marketing commitment.

9. The Parties acknowledge that LRDG has the proper capital structure to support its above commitments to EWLL, based upon the facts that LRDG presently has approximately fifty thousand shares in CEDE (the DTC System), representing the "public float" and also has one million shares of common stock issued to an LRDG founder and CEO, Joseph Frontiere, with a majority of LRDG's remaining capital stock evidenced by shares of convertible preferred stock, similar to those of EWLL's new series of preferred stock that are to be issued to management and consultants.

10. In consideration for LRDG's financing and marketing commitment to EWLL, the Definitive Agreement will provide that EWLL will assign 25% of EWLL's cash flow from its revenue stream (the "EWLL Revenue Stream") shall be paid to LRDG in arrears, on a quarterly basis, starting upon signing Definitive Agreement.

11. LRDG believes that its S-1 should be declared effective rather quickly thereby enabling EWLL to access the larger capital raise referenced in Section 6 above. The Parties agree that EWLL shall have the right during the 1-year period following execution of the Definitive Agreement to repurchase up to 20% of the allocated EWLL Revenue Stream in consideration for repayment of 150% of amount of the convertible note proceeds received by LRDG and advanced to EWLL.

12. If EWLL does not receive at least \$250,000 by or about May 20, 2020, either LRDG or EWLL may terminate the transaction.

LORD GLOBAL CORPORATION eWELLNESS HEALTHCARE CORPORATION

By: 
Name: Joseph Frontiere
Title: Chief Executive Officer

By: 
Name: Darwin Fogt
Title: Chief Executive Officer