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

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 0R 15 (D) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported) **September 11, 2017**

TELEHEALTHCARE, INC.

(Exact name of registrant as specified in its charter)

Wyoming	**80-0873491**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
1800 Camden Road, #107-196, Charlotte, NC	**28203**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: _____

Copies to:
Peter Campitiello, Esq.
Kane Kessler, P.C.
666 Third Avenue
New York, New York 10017
Tel: 212-541-6222
Fax: 212-245-3009

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

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

Item 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.

On September 11, 2017, TeleHealthCare, Inc., a Wyoming corporation (the "Registrant") executed an Agreement and Plan of Merger (the "Merger Agreement") with HeadTrainer, Inc., a North Carolina corporation ("HeadTrainer") and HT Acquisition Corp., a Wyoming corporation and wholly-owned subsidiary of the Registrant ("Acquisition") whereby Acquisition will be merged with and into HeadTrainer (the "Merger") in consideration for Fifty-Two Million Five Hundred Thousand (52,500,000) newly-issued shares of Common Stock of the Company (the "Merger Shares").

As a result of the Merger, HeadTrainer will become a wholly-owned subsidiary of the Registrant, and following the consummation of the Merger and giving effect to the securities sold in the Offering and the retirement of approximately Forty-Seven Million (47,000,000) shares, the stockholders of HeadTrainer will beneficially own approximately Fifty-Nine percent (59%) of the issued and outstanding Common Stock of the Registrant. The parties have taken the actions necessary to provide that the Merger is treated as a "tax free exchange" under Section 368 of the Internal Revenue Code of 1986, as amended. The Merger Agreement contains customary representations, warranties and covenants of the Registrant and HeadTrainer for like transactions. The foregoing descriptions of the above referenced agreements do not purport to be complete. For an understanding of their terms and provisions, reference should be made to the Merger Agreement attached as Exhibit 10.1 to this Current Report on Form 8-K. A copy of the press release dated September 13, 2017, announcing the completion of the Merger, is attached to this Form 8-K as Exhibit 99.1 and incorporated herein by reference.

At the effective time of the Merger, our board of directors and officers was reconstituted by the resignation of Derek Cahill and the appointment of Bob Finigan, Maurice Duschlag and Jay Bilas.

On August 29, 2017, the Registrant's Board of Directors approved an amendment to its Articles of Incorporation (the "Amendment") to (i) change its name to HeadTrainer, Inc.; (ii) to increase the number of its authorized capital stock to Five Hundred Ten Million (510,000,000) shares, of which Five Hundred Million (500,000,000) shares shall be Common Stock and Ten Million (10,000,000) shares shall be blank check preferred stock; and (iii) to provide that the Company may take action without a meeting on the written consent of the holders of a majority of the shares entitled to vote at such meeting.

Contemporaneous with the Merger, the Registrant accepted subscriptions for the Company's Series A Convertible Debentures (the "Debentures") in the aggregate principal amount of Two Hundred Thousand Dollars ($200,000). Commencing on the six-month anniversary of the Effective Time, the Debentures shall be convertible into shares of Company Common Stock at the rate of $0.0205 per share of Common Stock converted. Subject to adjustment to reflect any reclassifications, splits, recapitalizations, reorganizations, combinations, dividends, exchanges, or other like change to the Company Common Stock. The Investors shall not be permitted to convert any shares of Debentures if, following such conversion, the Investor would hold 4.99% or more of the number of outstanding shares of Company Common Stock. The Registrant also accepted subscriptions in a private placement offering (the "Offering") of Nine Million Six Hundred Forty Thousand Fifty Five (9,640,055) shares of its Common Stock at a purchase price of $0.0227 per share, for the aggregate offering amount of Two Hundred Twenty Thousand Thirty Five Dollars ($220,035).

POST-MERGER BENEFICIAL OWNERSHIP OF THE COMPANY'S COMMON STOCK

The following table provides information, immediately after the Merger and completion of the Offering, regarding beneficial ownership of our Common Stock by: (i) each person known to us who beneficially owns more than five percent (5%) of our common stock; (ii) each of our directors; (iii) each of our executive officers; and (iv) all of our directors and executive officers as a group.

The number of shares beneficially owned is determined under rules promulgated by the SEC, and the information is not necessarily indicative of beneficial ownership for any other purpose. The shares in the tables do not, however, constitute an admission that the named stockholder is a direct or indirect beneficial owner of those shares.

Shareholder (1)	**Beneficial Ownership**	**Percent of Class** (2)
Robert Finigan Jr.	6,508,631	6.82%
Maurice Durschlag	4,840,759	5.07%
Jay Bilas	2,720,750	2.85%
All Officers and Directors as a Group (3 persons)	14,070,140	14.75%
Other 5% Shareholders		
Signature Sports Group, LLC(3)	13,494,920	14.15%
NUWA Group LLC	7,429,716	7.79%

(1) The address for all officers, directors and beneficial owners is 1800 Camden Road, #107-196, Charlotte, NC 28203.
(2) Based upon approximately 95,373,000 shares of common stock outstanding as of September 11, 2017.
(3) Steven Hall holds voting and dispositive power over the shares owned by Signature Sports Group, LLC (“Signature”). The address for Signature is 1300 S Mint St # 405, Charlotte, NC 28203.
(4) Kevin Fickle and Devin Bosch holds voting and dispositive power over the shares owned by NUWA Group, LLC (“NUWA”). The address for NUWA is 1415 Oakland Blvd # 219, Walnut Creek, CA 94596.

MANAGEMENT

Immediately following the Merger, the Board of Directors appointed Bob Finigan as Chief Executive Officer and Chief Financial Officer. Upon Closing of the Merger, the directors and officers of the Registrant are as follows:

Name	**Age**	**Position**
Bob Finigan	42	Chief Executive Officer, Chief Financial Officer, Chairman
Maurice Durschlag	54	Director
Jay Bilas	53	Director

Bob Finigan, 42, Executive Officer, Chief Financial Officer, Chairman. Mr. Finigan has more than 20 years developing international brand strategies for retail, sports, gaming and technology brands. Bob has extensive experience with corporate strategy, branding, digital, marketing, and product development. From October, 2012 to December, 2016, Bob served as both Chief Branding Officer and Global Chief Marketing Officer of private-equity backed Modere, a global health and wellness brand. As Chief Marketing Officer, Bob's retail vision led a global transformation and rebranding effort, while playing a key force in driving growth objectives. Prior to Modere, from January, 2012 to May, 2013, Mr. Finigan was Managing Partner and Chief Creative Officer for Seismic Partners LLC, with clients including Aeropostale, Macy’s and Readers Digest. Prior to Seismic, and from January 2012 to May 2013 he served as Executive Vice President at Mood Media (TSX:MM), a provider of Experience Design solutions with more than 500,000 active client locations around the globe utilizing its digital media and content. Robert was founder, Chief Experience Officer/Creative Director of ettaingroup, Vice President at Bank of America, and has held various executive leadership roles in agencies, design firms, start-ups and new venture development concepts through his firm, Black Labs Ventures LLC.

Maurice Durschlag, 54, Directors. Since May 2014, Mr. Maurice E. (Hank) Durschlag has served as the Chairman of the Board of Directors of the HeadTrainer, Inc. Mr. Durschlag is the Founder of FUSE Science, LLC ("FUSE"), and served as its President from November 2009 to April 2011. From April 2006 to November 2009, Mr. Durschlag served as Chief Executive Officer and Chief Financial Officer for HealthSport, Inc. Mr. Durschlag was a founding partner of GlucoTec, Inc. (n/k/a Glytec) a developer and manufacturer of software related to intravenous dosing of medications (insulin) and other fluids used to manage hypoglycemia and hyperglycemia in acute care settings, and from 2006 to 2007, Mr. Durschlag served as CEO for GlucoTec, Inc. Mr. Durschlag founded Maxx Motorsports, LLC ("Maxx") a motorsports marketing and research & development company and from 1999 to 2005, Mr. Durschlag served as Maxx's President. From 1995 to 2000, Mr. Durschlag served as Vice President of Sales and Marketing for Diabetes Management Services, Inc. ("DMS"), a national diabetes products and service company with treatment modules focusing on acute care, and diabetes & pregnancy. From 1999 to 2000, Mr. Durschlag also served as a member of the Board of Directors of DMS. From 1986 to 1987, Mr. Durschlag served with the United States Army, 106th Military Intelligence Battalion, at Fort Richardson, Alaska. Mr. Durschlag is a Graduate of California University of Pennsylvania, California, PA, where he earned his Bachelor's Degree in Business Administration in 1989. Mr. Durschlag is also a Graduate of Clemson University, Clemson, SC, where he earned his Master's Degree in Business Administration in 1992. Mr. Durschlag co-authored various patent applications, including (i) "Composition for the Transdermal Delivery of Bioactive Agents," (ii) "Process for Electronically Bonding Molecules to Increase Dermal and Mucosal Tissue Absorption Characteristics," (iii) "Edible Film for Transmucosal Delivery of Nutritional Supplements," and (iv) "Systems and Methods for Accessing Diabetic Conditions."

Jay Bilas 53, Director. Jay Bilas has served as a Director since January 2015. Mr. Bilas, known for his extensive knowledge of men's basketball and insightful analysis about the sports industry, joined ESPN in 1995. Bilas calls the top men's college basketball games involving the nation's marquee teams and conferences. Bilas also writes for ESPN.com, and contributes to SportsCenter and ESPN Radio. Since 2003, Bilas has provided in-depth player scouting and analysis for ESPN's coverage of the NBA Draft. In 2007 and 2008, Bilas was nominated for an Emmy as Outstanding Studio Personality, and in 2008 Bilas was honored by the U.S. Basketball Writers Association (USBWA) for the Best Column of the Year. Sports Illustrated has twice named Bilas the best analyst in college basketball. Bilas returned to Duke in 1990 to serve as an assistant coach on Krzyzewski's staff, while also earning his law degree from Duke Law School. Bilas has been an attorney with the law firm of Moore & Van Allen, PLLC, where he has specialized in commercial litigation. Bilas serves on the Board of Advisors of the John R. Wooden Award, the Board of Advisors of the Chip Hilton Award, the National Board of the Coaches vs. Cancer Organization and the Board of Advisors of the Duke Brain Tumor Center and Duke Childrens' Hospital. Bilas hails from Rolling Hills, Calif., and now resides in Charlotte, N.C.

ITEM 2.01 COMPLETION OF ACQUISITION OR DISPOSITION OF ASSETS.

The disclosures in Item 1.01 are hereby incorporated by reference into this Item 2.01.

ITEM 3.02 UNREGISTERED SALES OF EQUITY SECURITIES

The disclosures in Item 1.01 are hereby incorporated by reference into this Item 3.02.

The Company relied on the exemption from federal registration under Section 4(2) of the Securities Act of 1933, as amended, and Rule 506 promulgated thereunder, based on its belief that the issuance of such securities did not involve a public offering, as there were fewer than 35 "non-accredited" investors, all of whom, either alone or through a purchaser representative, had such knowledge and experience in financial and business matters so that each was capable of evaluating the risks of the investment.

ITEM 5.01 CHANGES IN CONTROL OF REGISTRANT.

The disclosures set forth in Item 1.01 are hereby incorporated by reference into this Item 5.01.

ITEM 5.02 DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF CERTAIN OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS

The disclosures set forth in Item 1.01 are hereby incorporated by reference into this Item 5.02.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS.

Number	Description
2.1	Agreement and Plan of Merger by and among TeleHealthCare, Inc. (the "Company"), HeadTrainer, Inc. and HT Acquisition Corp.
4.1	Form of Series A Convertible Debenture
10.1	Form of Subscription Agreement for Series A Convertible Debenture
10.2	Form of Subscription Agreement for Common Stock
99.1	Press Release, dated September 13, 2017

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.

TELEHEALTHCARE, INC.

Date: September 14, 2017

By: */s/ Robert Finigan, Jr.*
Robert Finigan Jr.
Chief Executive Officer

EXHIBIT 2.1

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "**Agreement**") is entered into as of September 7, 2017 by and among TELEHEALTHCARE, INC., a publicly-owned Wyoming corporation (the "**Company**"), HT ACQUISITION CORP., North Carolina corporation ("**Acquisition**"), and HEADTRAINER, INC., a North Carolina corporation ("**HT**"). The Company, Acquisition and HT are sometimes hereinafter collectively referred to as the "Parties" and individually as a "Party."

WHEREAS, the Company is a Wyoming corporation with 88,373,000 shares of common stock, par value $0.0001, issued and outstanding (the "**Common Stock**") and whose shares are quoted on over-the-counter stock markets under the symbol "TLLT."

WHEREAS, Acquisition is a wholly-owned subsidiary of the Company with 1,000 shares of common stock, par value $0.00001 per share (the "**Acquisition Stock**") issued and outstanding.

WHEREAS, HT is a North Carolina corporation with 24,217,871 shares of common stock, par value $0.001 per share (the "HT Shares") issued and outstanding.

WHEREAS, the Board of Directors of each of the Company, Acquisition, and HT have determined that it is fair to, and in the best interests of, their respective companies and shareholders for Acquisition to be merged with and into HT, with HT as the surviving entity (the "**Merger**"), upon the terms and subject to the conditions set forth herein.

WHEREAS, the Board of Directors of each of the Company, Acquisition and HT shall approve the Merger in accordance with the Wyoming Business Corporation Act ("**WBCA**") and the North Carolina Business Corporation Act (the "**NCBCA**") and upon the terms and subject to the conditions set forth herein, and in the Certificate of Merger attached as **Exhibit A** hereto (the "**Certificate of Merger**").

WHEREAS, the shareholders of HT (the "**HT Shareholders**") have approved this Agreement, the Certificate of Merger, and the transactions contemplated and described hereby and thereby, including, without limitation, the Merger, and the Company, as the sole stockholder of Acquisition, has approved this Agreement, the Certificate of Merger, and the transactions contemplated and described hereby and thereby.

WHEREAS, for federal income tax purposes, it is intended that the Merger shall qualify to the extent possible as a tax-free reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended (the "Code");

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

ARTICLE I
PLAN OF MERGER

1.1. Merger. Subject to the terms and conditions of this Agreement and the Certificate of Merger, Acquisition shall be merged with and into HT in accordance with the provisions of the NCBCA and the WBCA. At the Effective Time (as hereinafter defined), the separate legal existence of Acquisition shall cease and HT shall be the surviving entity in the Merger (sometimes hereinafter referred to as the "**Surviving Company**") and shall continue its existence under the laws of the State of North Carolina.

1.2. Effective Time. The Merger shall become effective upon the filing of the Certificate of Merger with the Secretary of State of the North Carolina. The time at which the Merger shall become effective as aforesaid is referred to hereinafter as the "**Effective Time**."

1.3. Closing. The closing of the Merger (the "**Closing**") shall occur upon mutual satisfaction by the Parties of the closing conditions set forth in Articles V and VII hereof (the "**Closing Date**"). The Closing shall occur at the offices of Kane Kessler, P.C., 666 Third Avenue, New York, New York 10017 or by the exchange of signatures. At the Closing, all of the documents, certificates, agreements, and instruments referenced in **Section 1.10** will be executed and delivered as described therein. At the Effective Time, all actions to be taken at the Closing shall be deemed to be taken simultaneously.

1.4. Articles of Incorporation, Bylaws and Officers of the Surviving Company.

(a) The Articles of Incorporation of HT, as in effect immediately prior to the Effective Time, attached as **Exhibit B** hereto, shall be the Articles of Incorporation of the Surviving Company from and after the Effective Time until amended in accordance with applicable law and such Articles of Incorporation.

(b) The Bylaws of HT, as in effect immediately prior to the Effective Time in the form attached as **Exhibit C** hereto, shall be the Bylaws of the Surviving Company from and after the Effective Time until amended in accordance with applicable law, the Articles of Incorporation of the Surviving Company, and such Operating Agreement.

(c) The officers listed in **Exhibit D** hereto shall comprise the officers of the Surviving Company and each shall hold their respective office or offices from and after the Effective Time until a successor shall have been elected and shall have qualified in accordance with applicable law, or as otherwise provided in the Articles of Incorporation or Bylaws of the Surviving Company.

1.5. Assets and Liabilities. At the Effective Time, the Surviving Company shall possess all the rights, privileges, powers and franchises of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of each of Acquisition and HT (collectively, the "**Constituent Companies**"); and all the rights, privileges, powers and franchises of each of the Constituent Companies, and all property, real, personal and mixed, and all debts due to any of the Constituent Companies on whatever account, as well as all other things in action or belonging to each of the Constituent Companies, shall be vested in the Surviving Company; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectively the property of the Surviving Company as they were of the several and respective Constituent Companies, and the title to any real estate vested by deed or otherwise in either of such Constituent Companies shall not revert or be in any way impaired by the Merger; but all rights of creditors and all liens upon any property of any of the Constituent Companies shall be preserved unimpaired, and all debts, liabilities and duties of the Constituent Companies shall thenceforth attach to the Surviving Company, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

1.6. Manner and Basis of Converting Equity. At the Effective Time:

(a) By virtue of the Merger and without any action on the part of the shareholders of the Company all of the shares of Acquisition Stock, outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into the right to receive such proportionate number of HT Shares, so that at the Effective Time, the Company shall be the holder of all of the issued and outstanding HT Shares; and

(b) all of the HT Shares issued and outstanding immediately prior to the Effective time shall be converted into the right to receive: Fifty-Two Million Five Hundred Thousand (52,500,000) newly-issued shares of Common Stock of the Company (the "Merger Shares").

(c) From and after the Effective Time, all such HT Shares shall no longer be outstanding and shall automatically be cancelled and shall cease to exist, and each holder of HT Shares shall cease to have any rights with respect thereto, except the right to receive the Merger Consideration therefor upon the surrender of such HT Shares in accordance with Section 2.2, without interest thereon.

(d) Adjustment to Stock Consideration. The applicable Merger Shares shall be adjusted appropriately to reflect the effect of any stock split, reverse stock split, stock dividend (including any dividend or distribution of securities convertible into the Merger Shares), cash dividend, reorganization, recapitalization, reclassification, combination, exchange of shares or other like change with respect to Company Common Stock occurring on or after the date hereof and prior to the Effective Time.

1.7. Surrender and Exchange of Certificates. Promptly after the Effective Time and upon surrender of a certificate or certificates representing the HT Shares that were outstanding immediately prior to the Effective Time or an affidavit and indemnification in form reasonably acceptable to counsel for the Company stating that such HT Shareholders have lost their certificate or an affidavit or that such certificates have been destroyed, the Company shall issue to the HT Shareholders surrendering such certificate(s) or affidavit, a certificate or certificates registered in the name of such HT Shareholders representing the number of shares of the Merger Shares and such proportionate share of cash consideration that such HT Shareholders shall be entitled to receive as set forth in Section 1.6(b). Until the certificate(s) is or are surrendered, each certificate(s) that immediately prior to the Effective Time represented any outstanding shares of HT Shares shall be deemed at and after the Effective Time to represent only the right to receive upon surrender as aforesaid the Merger consideration as specified in Section 1.6(b) for the holder thereof or to perfect any rights of appraisal that such holder may have pursuant to the applicable provisions of the NCBCA.

1.8. The Company Capital Stock. The Company agrees that it will cause the Merger Shares at the Effective Time pursuant to **Section 1.6(b)** to be available for such purposes. The Company further covenants that at the Closing, and including the issuance of the Merger Shares, the shares of Common Stock sold in the "Offering" and underlying the "Debentures" (as those terms are defined herein) there will be no more than 95,873,000 shares of the Common Stock issued and outstanding, and that other than the Debentures (as defined herein) and options to purchase 1,000,000 shares of Common Stock at an exercise price of $0.10 per share, no other common or preferred stock or equity securities or any options, warrants, rights or other agreements or instruments convertible, exchangeable or exercisable into common or preferred stock or other equity securities shall be issued or outstanding.

1.9. Offering. Simultaneously upon the closing of the Merger, the Company shall consummate two offerings of its Securities from one or more investors (the "Investors") who shall purchase not less than:

(a) the Company's Series A Convertible Debentures (the "Debentures") in the aggregate principal amount of Two Hundred Thousand Dollars ($200,000). Commencing on the six-month anniversary of the Effective Time, the Debentures shall be convertible into shares of Company Common Stock at the rate of $0.0205 per share of Common Stock converted. Subject to adjustment to reflect any reclassifications, splits, recapitalizations, reorganizations, combinations, dividends, exchanges, or other like change to the Company Common Stock. The Investors shall not be permitted to convert any shares of Debentures if, following such conversion, the Investor would hold 4.99% or more of the number of outstanding shares of Company Common Stock. The form of Securities Purchase Agreement between the Investor and the Company and the form of Debentures are attached hereto as **Exhibit E** and **Exhibit F,** respectively.

(b) Nine Million Six Hundred Forty Thousand Fifty Five (9,640,055) shares of the Common Stock at the per share purchase price of $0.0227 for an aggregate offering amount of Two Hundred Twenty Thousand Thirty Five ($220,035). The form of Subscription Agreement between the Investors and the Company is attached hereto as **Exhibit G**.

1.10. Operation of Surviving Company. HT acknowledges that upon the effectiveness of the Merger, and the compliance by the Company and Acquisition with their respective duties and obligations hereunder, the Company shall have the absolute and unqualified right to deal with the assets and business of the Surviving Company as its own property subject only to the limitations on the disposition or use of such assets or the conduct of such business as existed prior to the Merger.

1.11. Appointment of Officers and Directors. Simultaneously upon consummation of the Closing, the persons set forth on **Exhibit H** shall be appointed to serve as the Company's officers and directors as set forth opposite each of their names to serve until such time as provided in the Bylaws of the Company.

1.12. Closing Events. At the Closing, each of the respective parties shall execute, acknowledge, and deliver (or shall cause to be executed, acknowledged, and delivered) any and all officers' certificates, opinions, financial statements, agreements, resolutions, rulings, or other instruments required by this Agreement to be so delivered at or prior to the Closing, and the documents and certificates provided in **Sections 5.2, 5.4, 6.2, 6.4** and **6.5**, together with such other items as may be reasonably requested by the parties and their respective legal counsel in order to effectuate or evidence the transactions contemplated hereby. If agreed to by the parties, the Closing may take place through the exchange of documents (other than the exchange of stock certificates) by fax, email and/or express courier.

1.13. Exemption From Registration. The Company and HT intend that the Merger Shares to be issued pursuant to the Merger will be issued in a transaction exempt from registration under the Securities Act of 1933, as amended ("**Securities Act**") and from the qualification and registration requirements of any applicable state "Blue Sky" or securities laws.

ARTICLE II
REPRESENTATIONS, COVENANTS, AND WARRANTIES OF HT

HT represents and warrants to the Company, to the knowledge of HT, that the following representations and warranties in this **Article II** are true and complete as of the date hereof and as of the Closing Date (or in the case of representations and warranties that by their terms speak as of a specified date, as of such specified date), subject to the exceptions disclosed in the disclosure schedules attached hereto (the "**Schedules**") (referencing the appropriate section and subsection numbers of this Agreement; provided, however, that the information set forth in one section or subsection of the Schedules shall be deemed to apply to each other section or subsection thereof to which its relevance is reasonably material to a Company on the face of such disclosure), which exceptions shall be deemed to be part of, and qualifications to, the representations and warranties contained in this **Article II**. For purposes of this **Article II**, the phrase "to the knowledge of HT" or any phrase of similar import shall be deemed to refer to the actual knowledge of the executive officers of HT immediately before the Closing.

2.1. Organization. HT is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina. HT has the power and is duly authorized, qualified, franchised, and licensed under all applicable laws, regulations, ordinances, and orders of public authorities to own all of its properties and assets and to carry on its business in all material respects as it is now being conducted, including qualification to do business in jurisdictions in which the character and location of the assets owned by it or the nature of the business transacted by it requires qualification except where the failure to be so qualified or in good standing, individually or in the aggregate, has not had and would not reasonably be expected to have an HT Material Adverse Effect (as hereinafter defined). The execution and delivery of this Agreement does not, and the consummation of the transactions contemplated by this Agreement in accordance with the terms hereof will not, violate any provision of HT's organizational documents. HT has taken all action required by laws, its organizational documents, certificate of business registration, or otherwise to authorize the execution and delivery of this Agreement. HT has full power, authority, and legal right and has taken or will take all action required by law, its organizational, and otherwise to consummate the transactions herein contemplated. For purposes of this Agreement, "**HT Material Adverse Effect**" means a material adverse effect on the assets, business, condition (financial or otherwise) or results of operations of HT or its subsidiaries taken as a whole.

2.2. Capitalization. As of the date of this Agreement, HT's authorized capital stock of 25,000,000 shares of common stock, par value $0.001 per share (the "HT Shares") of which 24,120,371 shares are issued and outstanding. All of the issued and outstanding HT Shares are duly authorized, validly issued, fully paid, nonassessable and free of all preemptive rights. Other than 750,000 warrants, 0 options, and $387,250 in deferred compensation or convertible debt, which will be extinguished, exercised or converted prior to Closing, there are no classes of equity, notes, or other indebtedness convertible into HT Common Stock, outstanding or authorized options, warrants, rights, agreements or commitments to which HT is a party or which are binding upon HT providing for the issuance or redemption of any of its membership interests. Except as set forth on Schedule 2.2 hereto, there are no agreements to which the HT is a party or by which it is bound with respect to the voting (including without limitation voting trusts or proxies), registration under the Securities Act, or sale or transfer (including without limitation agreements relating to pre-emptive rights, rights of first refusal, co-sale rights or "drag-along" rights) of any securities of HT. To the knowledge of HT, there are no agreements among other parties to which HT is a party and by which it is bound with respect to the voting (including without limitation voting trusts or proxies) or sale or transfer (including without limitation agreements relating to rights of first refusal, co-sale rights or "drag-along" rights) of any securities of HT. All of the issued and outstanding HT Shares were issued in compliance with applicable federal and state securities laws.

2.3. Financial Statements.

(a) With the exception of its 2016 tax returns, which HT is currently preparing, HT has filed all income tax returns required to be filed by it from its inception to the date hereof. All such returns are complete and accurate in all material respects.

(b) HT has no liabilities with respect to the payment of federal, county, local, or other taxes (including any deficiencies, interest, or penalties), except for taxes accrued but not yet due and payable, for which HT may be liable in its own right or as a transferee of the assets of, or as a successor to, any other corporation or entity.

(c) No deficiency for any taxes has been proposed, asserted or assessed against HT. There has been no tax audit, nor has there been any notice to HT by any taxing authority regarding any such tax audit, or, to the knowledge of HT, is any such tax audit threatened with regard to any taxes or HT tax returns. HT does not expect the assessment of any additional taxes of HT for any period prior to the date hereof and has no knowledge of any unresolved questions concerning the liability for taxes of HT.

(d) The books and records, financial and otherwise, of HT are in all material respects complete and correct and have been maintained in accordance with good business and accounting practices.

2.4. Disclosure. No representation or warranty by HT contained in this Agreement or in any of the agreements or other documents executed pursuant to this Agreement, and no statement contained in any document, certificate or other instrument delivered or to be delivered by or on behalf of HT pursuant to this Agreement or therein, contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary, in light of the circumstances under which it was or will be made, in order to make the statements herein or therein not misleading. HT has disclosed to the Company all material information relating to the business of HT or the transactions contemplated by this Agreement.

2.5. Undisclosed Liabilities. HT has no material liability (whether known, whether absolute or contingent, whether liquidated or unliquidated and whether due or to become due), except for (a) liabilities which have arisen in the Ordinary Course of Business (as hereinafter defined) and (b) contractual and other liabilities incurred in the Ordinary Course of Business. As used in this Article II, "**Ordinary Course of Business**" means the ordinary course of HT's business, consistent with past custom and practice (including with respect to frequency and amount).

2.6. Absence of Certain Changes or Events. Except as set forth in this Agreement, Schedule 2.6 hereto, since the date of the latest balance sheet included in the HT Financial Statements:

(a) except in the Ordinary Course of Business, there has not been (i) any material adverse change in the business, operations, properties, assets, or condition of HT; or (ii) any damage, destruction, or loss to HT (whether or not covered by insurance) materially and adversely affecting the business, operations, properties, assets, or condition of HT; and

(b) HT has not (i) borrowed or agreed to borrow any funds or incurred, or become subject to, any material obligation or liability (absolute or contingent) not otherwise in the Ordinary Course of Business; (ii) paid any material obligation or liability not otherwise in the Ordinary Course of Business (absolute or contingent) other than current liabilities reflected in or shown on the most recent HT balance sheet, and current liabilities incurred since that date in the Ordinary Course of Business; (iii) sold or transferred, or agreed to sell or transfer, any of its assets, properties, or rights not otherwise in the Ordinary Course of Business; (iv) made or permitted any amendment or termination of any contract, agreement, or license to which they are a party not otherwise in the Ordinary Course of Business if such amendment or termination is material, considering the business of HT; or (v) issued, delivered, or agreed to issue or deliver any stock, bonds or other corporate securities including debentures (whether authorized and unissued or held as treasury stock).

2.7. Litigation and Proceedings. There are no actions, suits, proceedings, or investigations pending or, to the knowledge of HT, threatened by or against HT, or affecting HT, or its properties, at law or in equity, before any court or other governmental agency or instrumentality, domestic or foreign, or before any arbitrator of any kind.

2.8. No Conflict With Other Instruments. The execution of this Agreement and the consummation of the transactions contemplated by this Agreement will not result in the breach of any term or provision of, or constitute an event of default under, any material indenture, mortgage, deed of trust, or other material contract, agreement, or instrument to which HT is a party or to which any of its properties or operations are subject.

2.9. Contracts. HT has provided, or will provide the Company, copies of all material contracts, agreements, franchises, license agreements, or other commitments to which HT is a party or by which it or any of its assets, products, technology, or properties are bound.

2.10. Compliance With Laws and Regulations. HT has complied with all applicable statutes and regulations of any federal, state, county, or other governmental entity or agency thereof, except to the extent that noncompliance would not materially and adversely affect the business, operations, properties, assets, or condition of HT.

2.11. Approval of Agreement. The Board of Directors of HT (the "**HT Board**") and the HT Shareholders will have authorized the execution and delivery of this Agreement by HT and will have approved the transactions contemplated hereby prior to the Closing. This Agreement has been duly and validly executed and delivered by HT and constitutes a valid and binding obligation of HT, enforceable against HT in accordance with its terms.

2.12. Title and Related Matters. HT has good and marketable title to all of its properties, interest in properties, and assets, real and personal, free and clear of all liens, pledges, charges, or encumbrances except statutory liens or claims not yet delinquent, those arising in the Ordinary Course of Business, and those disclosed in Schedule 2.12 hereto.

2.13. Governmental Authorizations. HT has all licenses, franchises, permits, and other government authorizations, that are legally required to enable it to conduct its business operations in all material respects as conducted on the date hereof. Except for compliance with federal and state securities or corporation laws, as hereinafter provided, no authorization, approval, consent, or order of, or registration, declaration, or filing with, any court or other governmental body is required in connection with the execution and delivery by HT of this Agreement and the consummation by HT of the transactions contemplated hereby.

2.14. Continuity of Business Enterprises. HT has no commitment or present intention to liquidate HT or sell or otherwise dispose of a material portion of its business or assets following the consummation of the transactions contemplated hereby.

2.15. HT Shareholders. The HT Shareholders have full right, power, and authority to transfer, assign, convey, and deliver their respective HT Shares; and delivery of such HT Shares at the Closing will convey to the Company good and marketable title to such HT Shares free and clear of any claims, charges, equities, liens, security interests, and encumbrances except for any such claims, charges, equities, liens, security interests, and encumbrances arising out of such HT Shares being held by the Company.

2.16. No Brokers. HT has not entered into any contract with any person, firm or other entity that would obligate HT or the Company to pay any commission, brokerage or finders' fee in connection with the transactions contemplated hereby.

2.17. Subsidiaries. Except as set forth as Schedule 2.17, HT has no subsidiaries.

2.18. Intellectual Property. HT owns or has the right to use all Intellectual Property (as hereinafter defined) necessary (a) to use, manufacture, market and distribute the products manufactured, marketed, sold or licensed, and to provide the services provided, by HT to other parties (together, the "**Customer Deliverables**") and (b) to operate the internal systems of HT that are material to its business or operations, including, without limitation, computer hardware systems, software applications and embedded systems (the "**Internal Systems**"). The Intellectual Property owned by or licensed to HT and incorporated in or underlying the Customer Deliverables or the Internal Systems is referred to herein as the "**HT Intellectual Property**"). Each item of HT Intellectual Property will be owned or available for use by the Company immediately following the Closing on substantially identical terms and conditions as it was immediately prior to the Closing. HT has taken all reasonable measures to protect the proprietary nature of each item of HT Intellectual Property. To the knowledge of HT, (i) no other person or entity has any rights to any of HT Intellectual Property owned by HT except pursuant to agreements or licenses entered into by HT and such person in the ordinary course, and (ii) no other person or entity is infringing, violating or misappropriating any of HT Intellectual Property. For purposes of this Agreement, "**Intellectual Property**" means all patents and patent applications, copyrights and registrations thereof, computer software, data and documentation, trade secrets and confidential business information, whether patentable or unpatentable and whether or not reduced to practice, know-how, manufacturing and production processes and techniques, research and development information, copyrightable works, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information, trademarks, service marks, trade names, domain names and applications and registrations therefor, and other proprietary rights relating to any of the foregoing.

2.19. Certain Business Relationships With Affiliates. Except as set forth in Schedule 2.19 hereto, or as contemplated by employment agreements, consulting agreements and the agreements contemplated by the transactions contemplated by this Agreement, no affiliate of HT (a) owns any property or right, tangible or intangible, which is used in the business of HT, (b) has any claim or cause of action against HT, or (c) owes any money to, or is owed any money by, HT.

ARTICLE III
REPRESENTATIONS, COVENANTS, AND
WARRANTIES OF THE COMPANY AND ACQUISITION

The Company and Acquisition represent and warrant to HT that the following representations and warranties in this **Article III** are true and complete as of the date hereof and as of the Closing Date (or in the case of representations and warranties that by their terms speak as of a specified date, as of such specified date), subject to the exceptions disclosed in the disclosure schedules attached hereto (the "**Schedules**") (referencing the appropriate section and subsection numbers of this Agreement; provided, however, that the information set forth in one section or subsection of the Schedules shall be deemed to apply to each other section or subsection thereof to which its relevance is reasonably Company on the face of such disclosure), which exceptions shall be deemed to be part of, and qualifications to, the representations and warranties contained in this **Article III**. For purposes of this **Article III**, the phrase "to the knowledge of the Company," "to the knowledge of Acquisition," or any phrase of similar import shall be deemed to refer to the actual knowledge of the executive officers of the Company or Acquisition, as applicable, immediately before the Closing.

3.1. Organization.

(a) The Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of Wyoming, and has the corporate power and is duly authorized, qualified, franchised, and licensed under all applicable laws, regulations, ordinances, and orders of public authorities to own all of its properties and assets and to carry on its business in all material respects as it is now being conducted, and there is no jurisdiction in which it is not qualified in which the character and location of the assets owned by it or the nature of the business transacted by it requires qualification. Included in the **Company Reports** (as hereinafter defined) are complete and correct copies of the Articles of Incorporation and Bylaws of the Company, and all amendments thereto, as in effect on the date hereof. The execution and delivery of this Agreement does not, and the consummation of the transactions contemplated hereby will not, violate any provision of the Company's Articles of Incorporation or Bylaws. The Company has taken all action required by law, its Articles of Incorporation, its Bylaws, or otherwise to authorize the execution and delivery of this Agreement, and the Company has full power, authority, and legal right and has taken all action required by law, its Articles of Incorporation, Bylaws, or otherwise to consummate the transactions contemplated hereby.

(b) Acquisition is a corporation duly organized, validly existing, and in good standing under the laws of the State of Wyoming, and has the corporate power and is duly authorized, qualified, franchised, and licensed under all applicable laws, regulations, ordinances, and orders of public authorities to own all of its properties and assets and to carry on its business in all material respects as it is now being conducted, and there is no jurisdiction in which it is not qualified in which the character and location of the assets owned by it or the nature of the business transacted by it requires qualification. Attached hereto as **Exhibits I** and **J**, respectively, are complete and correct copies of the Articles of Incorporation and Bylaws of Acquisition, and all amendments thereto, as in effect on the date hereof. The execution and delivery of this Agreement does not, and the consummation of the transactions contemplated hereby will not, violate any provision of Acquisition's Articles of Incorporation or Bylaws. Acquisition has taken all action required by law, its Articles of Incorporation, its Bylaws, or otherwise to authorize the execution and delivery of this Agreement, and Acquisition has full power, authority, and legal right and has taken all action required by law, its Articles of Incorporation, Bylaws, or otherwise to consummate the transactions contemplated hereby.

3.2. Capitalization.

(a) Following the Amendment (as that term is defined herein), the authorized capital stock of the Company shall consist of 510,000,000 shares of which 500,000,000 shares will be designated Common Stock and 10,000,000 shares will be designated blank check preferred stock, par value $0.001 per share (the "Preferred Stock"). Immediately before the Closing there will be 23,873,000 shares of the Common Stock issued and outstanding, no shares of Preferred Stock issued and outstanding and options to purchase 1,000,000 shares of Common Stock issued and outstanding. Immediately following the Closing and the Amendment, there shall be 95,373,000 shares of the Common Stock issued and outstanding, no shares of preferred stock issued and outstanding and options to purchase 1,000,000 shares of Common Stock issued and outstanding. All of the issued and outstanding shares of the Common Stock are duly authorized, validly issued, fully paid, nonassessable and free of all pre-emptive rights. There are no outstanding or authorized options, warrants, rights, agreements or commitments to which the Company is a party or which are binding upon the Company providing for the issuance or redemption of any of its capital stock. Except as set forth in this Agreement or the SEC Reports, there are no outstanding or authorized stock appreciation, phantom stock or similar rights with respect to the Company. There are no agreements to which the Company is a party or by which it is bound with respect to the voting (including without limitation voting trusts or proxies), registration under the Securities Act, or sale or transfer (including without limitation agreements relating to pre-emptive rights, rights of first refusal, co-sale rights or "drag-along" rights) of any securities of the Company. To the knowledge of the Company, there are no agreements among other parties to which the Company is a party and by which it is bound, with respect to the voting (including without limitation voting trusts or proxies) or sale or transfer (including without limitation agreements relating to rights of first refusal, co-sale rights or "drag-along" rights) of any securities of the Company. All of the issued and outstanding shares of the Common Stock were issued in compliance with applicable federal and state securities laws. The Merger Shares to be issued at the Closing pursuant this Agreement, when issued and delivered in accordance with the terms hereof, shall be duly and validly issued, fully paid and nonassessable and free of all preemptive rights.

(b) The authorized capital stock of Acquisition consists of 2,000 shares of common stock, par value $0.00001 per share, of which 1,000 shares will be issued and outstanding. All of the issued and outstanding shares of common stock of Acquisition are owned by the Company. All the issued and outstanding shares of common stock of Acquisition are duly authorized, validly issued, fully paid, nonassessable and free of all pre-emptive rights. There are no outstanding or authorized options, warrants, rights, agreements or commitments to which Acquisition is a party or which are binding upon Acquisition providing for the issuance or redemption of any of its capital stock. There are no outstanding or authorized stock appreciation, phantom stock or similar rights with respect to Acquisition. There are no agreements to which Acquisition is a party or by which it is bound with respect to the voting (including without limitation voting trusts or proxies), registration under the Securities Act, or sale or transfer (including without limitation agreements relating to pre-emptive rights, rights of first refusal, co-sale rights or "drag-along" rights) of any securities of Acquisition.

(c) Acquisition is a wholly-owned subsidiary of the Company that was formed specifically for the purpose of the Merger and that has not conducted any business or acquired any property, and will not conduct any business or acquire any property prior to the Closing Date.

3.3. Financial Statements. The audited financial statements and unaudited interim financial statements of the Company included in the Company Reports (collectively, the "**Company Financial Statements**") (a) complied as to form in all material respects with applicable accounting requirements and, as appropriate, the published rules and regulations of the SEC with respect thereto when filed, (b) were prepared in accordance with GAAP applied on a consistent basis throughout the periods covered thereby (except as may be indicated therein or in the notes thereto, and in the case of quarterly financial statements, as permitted by Form 10-Q under the Exchange Act), (c) fairly present the consolidated financial condition, results of operations and cash flows of the Company as of the respective dates thereof and for the periods referred to therein, and (d) are consistent with the books and records of the Company.

3.4. Securities Act and Exchange Act Filings. The Company has furnished or made available to HT complete and accurate copies, as amended or supplemented, of its (a) effective Registration Statement on Form S-1, as amended, which contains audited financial statements for the period December 10, 2012 (inception) through September 30, 2014 as filed with the SEC (SEC File No. 333-201391), (b) Annual Report on Form 10-K for the fiscal year ended September 30, 2016, as amended, and (c) all other reports filed by the Company under Section 13 or 15(d) of the Exchange Act and all proxy or information statements filed by the Company under subsections (a) or (c) of Section 14 of the Exchange Act with the SEC since January 8, 2015 (such documents are collectively referred to herein as the "**Company Reports**"). The Company Reports constitute all of the documents required to be filed by the Company under Section 13 or subsections (a) or (c) of Section 14 of the Exchange Act with the SEC from January 8, 2015 through the date of this Agreement. The Company Reports complied in all material respects with the requirements of the Exchange Act and the rules and regulations thereunder when filed. Each the Company Report filed under the Exchange Act was filed on or before its due date (if any) or within the applicable extension period provided under the Exchange Act. As of their respective dates, the Company Reports did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

3.5. Undisclosed Liabilities. Except as set forth in the Company Financial Statements, neither the Company nor any Subsidiary has any material liability (whether known or unknown, whether absolute or contingent, whether liquidated or unliquidated and whether due or to become due), except for (a) liabilities shown on the Company Reports, (d) liabilities which have arisen since the date of the Company Reports in the Ordinary Course of Business (as hereinafter defined) and (c) contractual and other liabilities incurred in the Ordinary Course of Business which are not required by GAAP to be reflected on a balance sheet. As used in this Article III, "**Ordinary Course of Business**" means the ordinary course of the Company's business, consistent with past custom and practice (including with respect to frequency and amount).

3.6. Absence of Certain Changes or Events. Except as set forth in this Agreement, Schedule 3.6 hereto, or in the Company Reports, since the date of the latest balance sheet included in the Company Reports:

(a) there has not been any material adverse change, financial or otherwise, in the business, operations, properties, assets, or condition of the Company or Acquisition (whether or not covered by insurance) materially and adversely affecting the business, operations, properties, assets, or condition of the Company or Acquisition;

(b) neither the Company nor Acquisition has (i) amended its Articles of Incorporation or Bylaws; (ii) declared or made, or agreed to declare or make any payment of dividends or distributions of any assets of any kind whatsoever to stockholders or purchased or redeemed, or agreed to purchase or redeem, any of its capital stock; (iii) waived any rights of value which in the aggregate are extraordinary or material considering the business of the Company or Acquisition; (iv) made any material change in its method of management, operation, or accounting; (v) entered into any other material transactions; (vi) made any accrual or arrangement for or payment of bonuses or special compensation of any kind or any severance or termination pay to any present or former officer or employee; (vii) increased the rate of compensation payable or to become payable by it to any of its officers or directors or any of its employees; or (viii) made any increase in any profit sharing, bonus, deferred compensation, insurance, pension, retirement, or other employee benefit plan, payment, or arrangement, made to, for, or with its officers, directors, or employees;

(c) neither the Company nor Acquisition has (i) granted or agreed to grant any options, warrants, or other rights for its stocks, bonds, or other corporate securities calling for the issuance thereof; (ii) borrowed or agreed to borrow any funds or incurred, or become subject to, any material obligation or liability (absolute or contingent) except liabilities incurred in the Ordinary Course of Business; (iii) paid or agreed to pay any material obligation or liability (absolute or contingent) other than current liabilities reflected in or shown on the most recent the Company Reports and current liabilities incurred since that date in the Ordinary Course of Business and professional and other fees and expenses incurred in connection with the preparation of this Agreement and the consummation of the transactions contemplated hereby; (iv) sold or transferred, or agreed to sell or transfer, any of its assets, property, or rights (except assets, property, or rights not used or useful in its business which, in the aggregate have a value of less than $25,000), or canceled, or agreed to cancel, any debts or claims (except debts or claims which in the aggregate are of a value of less than $25,000); (v) made or permitted any amendment or termination of any contract, agreement, or license to which it is a party if such amendment or termination is material, considering the business of the Company or Acquisition; or (vi) issued, delivered, or agreed to issue or deliver any stock, bonds, or other corporate securities including debentures (whether authorized and unissued or held as treasury stock), except in connection with this Agreement;

(d) to the knowledge of the Company, it has not become subject to any statute or regulation which materially and adversely affects, or in the future may adversely affect, the business, operations, properties, assets, or condition of the Company; and

(e) to the knowledge of Acquisition, it has not become subject to any statute or regulation which materially and adversely affects, or in the future may adversely affect, the business, operations, properties, assets, or condition of Acquisition.

3.7. Title and Related Matters. The Company has good and marketable title to all of its properties, interest in properties, and assets, real and personal, which are reflected in the Company Reports or acquired after that date (except properties, interest in properties, and assets sold or otherwise disposed of since such date in the Ordinary Course of Business), free and clear of all liens, pledges, charges, or encumbrances except:

(a) statutory liens or claims not yet delinquent;

(b) such imperfections of title and easements as do not and will not materially detract from or interfere with the present or proposed use of the properties subject thereto or affected thereby or otherwise materially impair present business operations on such properties; and

(c) as described in the Company Reports.

3.8. Litigation and Proceedings. There are no actions, suits, or proceedings pending or, to the knowledge of the Company, threatened by or against or affecting the Company, at law or in equity, before any court or other governmental agency or instrumentality, domestic or foreign, or before any arbitrator of any kind except as specifically disclosed in the Company Reports.

3.9. Contracts. The Company is not a party to any material contract, agreement, or other commitment, except as specifically disclosed in the Company Reports.

3.10. No Conflict With Other Instruments. The execution of this Agreement and the consummation of the transactions contemplated by this Agreement will not result in the breach of any term or provision of, or constitute a default under, any indenture, mortgage, deed of trust, or other material agreement or instrument to which the Company is a party or to which it or any of its assets or operations are subject.

3.11. Governmental Authorizations. Except as disclosed in the Company Reports, the Company is not required to have any licenses, franchises, permits, and other government authorizations, that are legally required to enable it to conduct its business operations in all material respects as conducted on the date hereof. Except for compliance with federal and state securities or corporation laws, as hereinafter provided, no authorization, approval, consent, or order of, or registration, declaration, or filing with, any court or other governmental body is required in connection with the execution and delivery by the Company of this Agreement and the consummation by the Company of the transactions contemplated hereby.

3.12. Compliance With Laws and Regulations. Except as disclosed in the Company Reports, the Company:

(a) is in compliance with each applicable law (including rules and regulations thereunder) of any federal, state, local or foreign government, or any governmental entity, except for any violations or defaults that, individually or in the aggregate, have not had and would not reasonably be expected to have a Company Material Adverse Effect (as hereinafter defined);

(b) has complied with all federal and state securities laws and regulations, including being current in all of its reporting obligations under such federal and state securities laws and regulations;

(c) has not, and the past and present officers, directors and affiliates of the Company have not, been the subject of, nor does any officer or director of the Company have any reason to believe that the Company or any of its officers, directors or affiliates will be the subject of, any civil or criminal proceeding or investigation by any federal or state agency alleging a violation of securities laws;

(d) has not been the subject of any voluntary or involuntary bankruptcy proceeding, nor has it been a party to any material litigation;

(e) has not, and the past and present officers, directors and affiliates have not, been the subject of, nor does any officer or director of the Company have any reason to believe that the Company or any of its officers, directors or affiliates will be the subject of, any civil, criminal or administrative investigation or proceeding brought by any federal or state agency having regulatory authority over such entity or person;

(f) does not and will not immediately prior to the Closing, have any liabilities, contingent or otherwise and is not a party to any executory agreements;

(g) is not a "blank check company" as such term is defined by Rule 419 adopted under the Securities Act; and

(h) is not a "shell company" as such term is defined by Rule 12b-2 adopted under the Exchange Act.

For purposes of this Agreement, a "**Company Material Adverse Effect**" means a material adverse effect on the assets, business, condition (financial or otherwise) or results of operations of the Company or its subsidiaries taken as a whole.

3.13. Insurance. the Company owns no insurable properties and carries no casualty or liability insurance.

3.14. Approval of Agreement. The board of directors of the Company (the "**Company Board**") and the Shareholders of Acquisition have authorized the execution and delivery of this Agreement by the Company and Acquisition and have approved this Agreement and the transactions contemplated hereby.

3.15. Material Transactions With Affiliates. Except as disclosed herein and in the Company Reports, there exists no material contract, agreement, or arrangement between the Company and any person who was at the time of such contract, agreement, or arrangement an officer, director, or person owning of record or known by the Company to own beneficially any common stock of the Company and which is to be performed in whole or in part after the date hereof or was entered into not more than three (3) years prior to the date hereof.

3.16. Employment Matters. The Company has no employees other than its executive officers.

3.17. No Brokers. The Company has not entered into any contract with any person, firm or other entity that would obligate HT or the Company to pay any commission, brokerage or finders' fee in connection with the transactions contemplated herein.

3.18. Subsidiaries. The Company has no subsidiaries other than Acquisition.

3.19. Disclosure. No representation or warranty by the Company contained in this Agreement, and no statement contained in any document, certificate or other instrument delivered or to be delivered by or on behalf of the Company pursuant to this Agreement or therein, contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary, in light of the circumstances under which it was or will be made, in order to make the statements herein or therein not misleading. the Company has disclosed to HT all material information relating to the business of the Company or the transactions contemplated by this Agreement.

ARTICLE IV
SPECIAL COVENANTS

4.1. Current Report. In connection with the Closing, the parties shall file a current report on Form 8-K relating to this Agreement and the transactions contemplated hereby (the "**Current Report**"). Each of HT and the Company shall cause the Current Report to be filed with the SEC no later than four (4) business days of the Closing and to otherwise comply with all requirements of applicable federal and state securities laws.

4.2. Additional Representations, Warranties and Covenants of the HT Shareholders . Promptly after the Effective Time, the Company shall cause to be mailed to HT Shareholders of record who have the right to receive the Merger Shares, a letter of transmittal ("**Letter of Transmittal**") that shall contain additional representations, warranties and covenants of such HT Shareholders, including without limitation, that (a) such HT Shareholders have full right, power and authority to deliver such HT Shares, (b) the delivery of such HT Shares will not violate or be in conflict with, result in a breach of or constitute a default under, any indenture, loan or credit agreement, deed of trust, mortgage, security agreement or other agreement or instrument to which such HT Shareholders are bound or affected, (c) such HT Shareholders have good, valid and marketable title to all shares of HT Shares indicated in such Letter of Transmittal and that such HT Shareholders are not affected by any voting trust, agreement or arrangement affecting the voting rights of such HT Shares, (d) whether such HT Shareholders are an "accredited investor," as such term is defined in Regulation D under the Securities Act and that such HT Shareholders are acquiring the Common Stock for investment purposes and not with a view to selling or otherwise distributing such the Common Stock in violation of the Securities Act or the securities laws of any state, and (e) such HT Shareholders have had an opportunity to ask and receive answers to any questions such HT Shareholders may have had concerning the terms and conditions of the Merger and the Common Stock and has obtained any additional information that such HT Shareholders have requested. Delivery shall be effected, and risk of loss and title to the HT Shares shall pass, only upon delivery to the Company (or an agent of the Company) of (x) certificates evidencing ownership thereof as contemplated by **Section 1.7** hereof (or an affidavit of lost certificate), and (y) the Letter of Transmittal containing the representations, warranties and covenants contemplated by this **Section 4.2**.

4.3. Actions of Acquisition Holder. Prior to the Closing, the Company shall cause and demonstrate to HT the following actions have been taken by the written consent of the Company, the holder of all of the outstanding shares of common stock of Acquisition:

(a) the approval of this Agreement and the transactions contemplated hereby; and

(b) such other actions as HT may determine are necessary or appropriate.

4.4. Actions of HT. Prior to the Closing, HT shall cause and demonstrate to the Company the following actions have been taken by the written consent of the holders of the outstanding HT Shares:

(a) the approval of this Agreement and the transactions contemplated hereby; and

(b) such other actions as the Company may determine are necessary or appropriate.

4.5. Access to Properties and Records. The Company and HT will each afford to the officers and authorized representatives of the other reasonable access to the properties, books, and records of the Company or HT in order that each may have full opportunity to make such reasonable investigation as it shall desire to make of the affairs of the other, and each will furnish the other with such additional financial and operating data and other information as to the business and properties of the Company or HT as the other shall from time to time reasonably request.

4.6. Delivery of Books and Records. At the Closing, HT shall deliver to the Company, HT's minute books, books of account, contracts, records, and all other books or documents.

4.7. Actions Prior to Closing by Both Parties.

(a) From and after the date of this Agreement until the Closing Date and except as permitted or contemplated by this Agreement, the Company, HT and Acquisition will each: (i) carry on its business in substantially the same manner as it has heretofore; (ii) maintain and keep its properties in states of good repair and condition as at present, except for depreciation due to ordinary wear and tear and damage due to casualty; (iii) maintain in full force and effect insurance comparable in amount and in scope of coverage to that now maintained by it; (iv) perform in all material respects all of its obligation under material contracts, leases, and instruments relating to or affecting its assets, properties, and business; (v) use its best efforts to maintain and preserve its business organization intact, to retain its key employees, and to maintain its relationship with its material suppliers and customers; and (vi) fully comply with and perform in all material respects all obligations and duties imposed on it by all federal and state laws and all rules, regulations, and orders imposed by federal or state governmental authorities.

(b) Except as set forth herein, from and after the date of this Agreement until the Closing Date, none of the Company, HT, or Acquisition will: (i) make any change in their organizational documents, charter documents or Bylaws; (ii) take any action described in **Section 2.6** in the case of HT, or in **Section 3.6** in the case of the Company or Acquisition (all except as permitted therein or as disclosed in the applicable party's schedules); (iii) enter into or amend any contract, agreement, or other instrument of any of the types described in such party's schedules, except that a party may enter into or amend any contract, agreement, or other instrument in the Ordinary Course of Business involving the sale of goods or services, or (iv) make or change any material tax election, settle or compromise any material tax liability or file any amended tax return.

4.8. Indemnification.

(a) Indemnification by HT. HT hereby agrees to defend and indemnify the Company and Acquisition and each of the officers, agents and directors of the Company and Acquisition as of the date of this Agreement against any loss, liability, claim, damage, or expense (including, but not limited to, any and all expense whatsoever reasonably incurred in investigating, preparing, or defending against any litigation, commenced or threatened, or any claim whatsoever), to which it or they may become subject arising out of or based on any inaccuracy appearing in or misrepresentation made in **Article II**. The indemnification provided for in this **Section 4.8(a)** shall not survive the Closing and consummation of the transactions contemplated hereby but shall survive the termination of this Agreement pursuant to **Section 7.1(b**).

(b) Indemnification by the Company. The Company hereby agrees to defend and indemnify HT and each of the officers or agents of HT as of the date of this Agreement against any loss, liability, claim, damage, or expense (including, but not limited to, any and all expense whatsoever reasonably incurred in investigating, preparing, or defending against any litigation, commenced or threatened, or any claim whatsoever), to which it or they may become subject arising out of or based on any inaccuracy appearing in or misrepresentation made in **Article III**. The indemnification provided for in this **Section 4.8(b)** shall survive the Closing and consummation of the transactions contemplated hereby and shall survive the termination of this Agreement pursuant to **Section 7.1(c)**. In addition, for the sake of clarity, the representations listed in Section 3.12, including Section 3.12(h), shall survive the Closing, and the Company shall be liable for, and shall pay, any and all damages, costs, expenses, legal fees, accounting fees, or other liabilities that occur based on a breach of the representation made in Section 3.12(h), including the filing of any "super" Form 8-K to provide Form 10 Information.

ARTICLE V
CONDITIONS PRECEDENT TO OBLIGATIONS OF THE COMPANY AND ACQUISITION

The obligations of the Company and Acquisition under this Agreement are subject to the satisfaction, at or before the Closing, of the following conditions:

5.1. Accuracy of Representations; Performance. The representations and warranties made by HT in this Agreement were true when made and shall be true at the Closing Date with the same force and effect as if such representations and warranties were made at and as of the Closing Date (except for changes therein permitted by this Agreement), and HT shall have performed or complied with all covenants and conditions required by this Agreement to be performed or complied with by HT prior to or at the Closing. The Company may request to be furnished with a certificate, signed by a duly authorized officer of HT and dated the Closing Date, to the foregoing effect.

5.2. Officer's Certificates. The Company shall have been furnished with a certificate dated the Closing Date and signed by a duly authorized officer of HT to the effect that no litigation, proceeding, investigation, or inquiry is pending or, to the best knowledge of HT threatened, which might result in an action to enjoin or prevent the consummation of the transactions contemplated by this Agreement, or, to the extent not disclosed in a disclosure schedule, by or against HT which might result in any material adverse change in any of the assets, properties, business, or operations of HT.

5.3. No Material Adverse Change. Prior to the Closing Date, there shall not have occurred any material adverse change in the financial condition, business, or operations of HT, nor shall any event have occurred which, with the lapse of time or the giving of notice, may cause or create any material adverse change in the financial condition, business, or operations of HT.

5.4. Other Items.

(a) The Company shall have received such further documents, certificates, or instruments relating to the transactions contemplated hereby as the Company may reasonably request.

(b) The Company shall have conducted a complete and satisfactory due diligence review of HT.

(c) The transactions contemplated by this Agreement shall have been approved by the HT Board and the HT Shareholders.

(d) Any necessary third-party consents shall be obtained prior to Closing, including but not limited to consents necessary from HT's lenders, creditors, vendors and lessors.

5.5. Delivery of Financial Statements. HT shall have delivered the HT Financial Statements required in Section 2.3(d); unless waived by the Company, but which shall be delivered not more than sixty (60) days following the Closing.

5.6. Good Standing. The Company shall have received certificates of good standing from the Secretary of State of North Carolina or other appropriate office, dated as of a date within five (5) days prior to the Closing Date certifying that HT is in good standing as corporations in the North Carolina and have filed all tax returns required to have been filed by it to date and has paid all taxes reported as due thereon.

ARTICLE VI
CONDITIONS PRECEDENT TO OBLIGATIONS OF HT

The obligations of HT under this Agreement are subject to the satisfaction, at or before the Closing, of the following conditions:

6.1. Accuracy of Representations; Performance. The representations and warranties made by the Company and Acquisition in this Agreement were true when made and shall be true as of the Closing Date (except for changes therein permitted by this Agreement) with the same force and effect as if such representations and warranties were made at and as of the Closing Date, and the Company and Acquisition shall have performed and complied with all covenants and conditions required by this Agreement to be performed or complied with by the Company and Acquisition prior to or at the Closing. HT shall have been furnished with a certificate, signed by a duly authorized executive officer of the Company and dated the Closing Date, to the foregoing effect.

6.2. Officer's Certificate. HT shall have been furnished with a certificate dated the Closing Date and signed by a duly authorized executive officer of the Company to the effect that no litigation, proceeding, investigation, or inquiry is pending or, to the best knowledge of the Company threatened, which might result in an action to enjoin or prevent the consummation of the transactions contemplated by this Agreement.

6.3. No Material Adverse Change. Prior to the Closing Date, there shall not have occurred any material adverse change in the financial condition, business, or operations of the Company nor shall any event have occurred which, with the lapse of time or the giving of notice, may cause or create any material adverse change in the financial condition, business, or operations of the Company.

6.4. Good Standing. HT shall have received certificates of good standing from the Secretary of State of the Wyoming and the Secretary of State of North Carolina, respectively, or other appropriate office, dated as of a date within five (5) days prior to the Closing Date certifying that the Company and Acquisition, respectively, are in good standing as corporations in the states of Wyoming and North Carolina and have filed all tax returns required to have been filed by it to date and has paid all taxes reported as due thereon.

6.5. Other Items.

(a) HT shall have received such further documents, certificates, or instruments relating to the transactions contemplated hereby as HT may reasonably request.

(b) HT shall have conducted a complete and satisfactory due diligence review of the Company.

(c) The transactions contemplated by this Agreement shall have been approved by the Board of Directors of the Company and Acquisition.

(d) Any necessary third-party consents shall be obtained prior to Closing, including but not limited to consents necessary from the Company's lenders, creditors, vendors and lessors.

(e) There shall have been no material adverse changes in the Company or Acquisition, financial or otherwise.

(f) Except as set forth herein, there shall be no Common Stock Equivalents outstanding as of immediately prior to the Closing. For purposes of the foregoing, "Common Stock Equivalents" means any subscriptions, warrants, options or other rights or commitments of any character to subscribe for or purchase from the Company, or obligating the Company to issue, any shares of any class of the capital stock of the Company or any securities convertible into or exchangeable for such shares.

(g) The parties shall have prepared and agreed upon the content of Form 8-K to be filed pursuant to Section 4.1 hereof.

(h) As soon as practicable following the Effective Time, the Articles of Incorporation of the Company shall be amended (the "Amendment"), in a manner reasonably acceptable to HT, to: (i) change the name of the Company to "HeadTrainer, Inc."; (ii) to increase the number of authorized capital stock of the Company to 510,000,000 shares of which 500,000,000 shares shall be common stock and 10,000,000 shares shall be Preferred Stock; and (iii) to provide that the Company may take action without a meeting on the written consent of the holders of a majority of the shares entitled to vote at such meeting.

6.6. Consummation of the Offering. The aggregate offering amount of the Offering as set forth in Section 1.9 shall have been raised.

ARTICLE VII
TERMINATION

7.1. Termination.

(a) This Agreement may be terminated by either the HT Board or the Company Board at any time prior to the Closing Date if: (i) there shall be any actual or threatened action or proceeding before any court or any governmental body which shall seek to restrain, prohibit, or invalidate the transactions contemplated by this Agreement and which, in the judgment of such board of directors, made in good faith and based on the advice of its legal counsel, makes it inadvisable to proceed with the Merger contemplated by this Agreement; (ii) any of the transactions contemplated hereby are disapproved by any regulatory authority whose approval is required to consummate such transactions or in the judgment of such board of directors, made in good faith and based on the advice of counsel, there is substantial likelihood that any such approval will not be obtained or will be obtained only on a condition or conditions which would be unduly burdensome, making it inadvisable to proceed with the Merger; (iii) there shall have been any change after the date of the latest balance sheets of HT or the Company, respectively, in the assets, properties, business, or financial condition of HT or the Company, which could have a materially adverse affect on the value of the business of HT or the Company, respectively, as the case may be, dated as of the date of execution of this Agreement; or (iv) the Closing Date shall not have occurred by August 31, 2017. In the event of termination pursuant to this **Section 7.1(a)**, no obligation, right, or liability shall arise hereunder, and each party shall bear all of the expenses incurred by it in connection with the negotiation, drafting, and execution of this Agreement and the transactions contemplated hereby.

(b) This Agreement may be terminated at any time prior to the Closing by action of the Company or Acquisition if HT fails to comply in any material respect with any of its covenants or agreements contained in this Agreement or if any of the representations or warranties of HT contained herein shall be inaccurate in any material respect, and, in either case if such failure is reasonably subject to cure, it remains uncured for three (3) days after notice of such failure is provided to HT. If this Agreement is terminated pursuant to this **Section 7.1(b)**, this Agreement shall be of no further force or effect, and no obligation, right, or liability shall arise hereunder.

(c) This Agreement may be terminated at any time prior to the Closing by action of the HT Board if the Company or Acquisition fails to comply in any material respect with any of its covenants or agreements contained in this Agreement or if any of the representations or warranties of the Company or Acquisition contained herein shall be inaccurate in any material respect, and, in either case if such failure is reasonably subject to cure, it remains uncured for three (3) days after notice of such failure is provided to the Company. If this Agreement is terminated pursuant to this **Section 7.1(c)**, this Agreement shall be of no further force or effect, and no obligation, right, or liability shall arise hereunder.

ARTICLE VIII
MISCELLANEOUS

8.1. Governing Law. This Agreement shall be governed by, enforced, and construed under and in accordance with the laws of the United States of America and, with respect to matters of state law, with the laws of Wyoming. Any dispute arising under or in any way related to this Agreement will be determined exclusively in the Federal or State Courts, for the County of New York, State of New York.

8.2. Notices. Any notices or other communications required or permitted hereunder shall be sufficiently given if personally delivered to it or sent by registered mail or certified mail, postage prepaid, or by prepaid telegram and any such notice or communication shall be deemed to have been given as of the date so delivered, mailed, or telegraphed.

8.3. Attorney's Fees. In the event that any party institutes any action or suit to enforce this Agreement or to secure relief from any default hereunder or breach hereof, the breaching party or parties shall reimburse the non-breaching party or parties for all costs, including reasonable attorneys' fees, incurred in connection therewith and in enforcing or collecting any judgment rendered therein.

8.4. Confidentiality. The Company, on the one hand, and HT, on the other hand, will keep confidential all information and materials regarding the other party designated by such party as confidential. The provisions of this **Section 8.4** shall not apply to any information which is or shall become part of the public domain through no fault of the party subject to the obligation from a third party with a right to disclose such information free of obligation of confidentiality. The Company and HT agree that no public disclosure will be made by either party of the existence of the transactions contemplated by this Agreement or any of its terms without first advising the other party and obtaining its prior written consent to the proposed disclosure, unless such disclosure is required by law, regulation or stock exchange rule.

8.5. Expenses. Except as otherwise set forth herein, each party shall bear its own costs and expenses associated with the transactions contemplated by this Agreement.

8.6. Schedules; Knowledge. Each party is presumed to have full knowledge of all information set forth in the other party's schedules delivered pursuant to this Agreement.

8.7. Third Party Beneficiaries. This contract is solely between the Company, Acquisition and HT and, except as specifically provided, no director, officer, stockholder, employee, agent, independent contractor, or any other person or entity shall be deemed to be a third party beneficiary of this Agreement.

8.8. Entire Agreement. This Agreement represents the entire agreement between the parties relating to the transaction. There are no other courses of dealing, understandings, agreements, representations, or warranties, written or oral, except as set forth herein.

8.9. Survival. The representations and warranties of the respective parties shall survive the Closing and the consummation of the transactions contemplated hereby.

8.10. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall be but a single instrument.

8.11. Amendment or Waiver. Every right and remedy provided herein shall be cumulative with every other right and remedy, whether conferred herein, at law, or in equity, and may be enforced concurrently herewith, and no waiver by any party of the performance of any obligation by the other shall be construed as a waiver of the same or any other default then, theretofore, or thereafter occurring or existing. At any time prior to the Closing Date, this Agreement may be amended by a writing signed by all parties hereto, with respect to any of the terms contained herein, and any term or condition of this Agreement may be waived or the time for performance hereof may be extended by a writing signed by the party or parties for whose benefit the provision is intended.

8.12. Press Releases and Announcements. No party shall issue any press release or public announcement relating to the subject matter of this Agreement without the prior written approval of the other parties; provided, however, that any party may make any public disclosure it believes in good faith is required by applicable law, regulation or stock market rule (in which case the disclosing party shall use reasonable efforts to advise the other parties and provide them with a copy of the proposed disclosure prior to making the disclosure).

(Signature page to follow.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above-written.

HEADTRAINER, INC.

By: _____
Name:
Title:

TELEHEALTHCARE, INC.

By: _____
Name: Derek Cahill
Title: Chief Executive Officer

HT ACQUISITION CORP.
a Nevada corporation

By: _____
Name: Derek Cahill
Title: President

SCHEDULE 2.2

Agreements Regarding HT Shares

(None.)

SCHEDULE 2.6

Material Adverse Changes

Schedule 2.6(b): HT owes $300 to Robert Finigan

Schedule 2.7: HT received a complaint from a former officer of HT, who has previously sent a notice of default and demand for accounting. HT is currently retaining counsel to handle this potential litigation.

SCHEDULE 2.12

Title and Related Matters

(None.)

SCHEDULE 2.17

Subsidiaries

(None.)

SCHEDULE 2.19

Related Party Transactions

HT has outstanding convertible debt instruments that have been documented in the HT financial statements.

SCHEDULE 3.2 (A)

Capitalization Schedule

Authorized Common Stock	500,000,000
Issued Common Stock	88,873,000
Outstanding Common Stock	88,873,000
Treasury Stock	0
Shares reserved for issuance under equity compensation plans	0
Options to purchase Common Stock	1,000,000
Warrants to purchase Common Stock	0
Authorized Preferred Stock	0
Issued Preferred Common Stock	0

SCHEDULE 3.6

Material Adverse Changes

None.

EXHIBIT A

Certificate of Merger

EXHIBIT B

HEADTRAINER, INC.
Articles of Incorporation

EXHIBIT C

HEADTRAINER, INC.
Bylaws

EXHIBIT D

Executive Officers

Name: _____ **Title:** _____

EXHIBIT E

SECURITIES PURCHASE AGREEMENT

EXHIBIT F

FORM OF
SERIES A CONVERTIBLE DEBENTURE

EXHIBIT G

SUBSCRIPTION AGREEMENT

EXHIBIT H

Executive Officers of Surviving Company

Name:	**Title:**

EXHIBIT I

ARTICLES OF INCORPORATION

EXHIBIT J

BYLAWS OF ACQUISITION

EXHIBIT 4.1

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS NOTE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL, IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

Principal Amount: [$_____] **Issue Date: August __, 2017**

SERIES A CONVERTIBLE DEBENTURE

FOR VALUE RECEIVED, **TELEHEALTHCARE**, **INC.** a Wyoming corporation (hereinafter called the "Borrower"), hereby promises to pay to the order **[_____]**, or its registered assigns (the "Holder") the sum of [$_____] together with any interest as set forth herein, on August __, 2020 (the "Maturity Date"), without interest (the "Interest Rate") from the date hereof (the "Issue Date") until the same becomes due and payable, whether at maturity or upon acceleration or by prepayment or otherwise. Any amount of principal or interest on this Series A Convertible Debenture (the "Debenture") which is not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the due date thereof until the same is paid ("Default Interest"). Interest shall commence accruing on the date that the Debenture is fully paid and shall be computed on the basis of a 365-day year and the actual number of days elapsed. All payments due hereunder (to the extent not converted into shares of the Borrower's common stock, par value $0.001 per share (the "Common Stock") in accordance with the terms hereof) shall be made in lawful money of the United States of America. All payments shall be made at such address as the Holder shall hereafter give to the Borrower by written notice made in accordance with the provisions of this Debenture. Whenever any amount expressed to be due by the terms of this Debenture is due on any day which is not a business day, the same shall instead be due on the next succeeding day which is a business day and, in the case of any interest payment date which is not the date on which this Debenture is paid in full, the extension of the due date thereof shall not be taken into account for purposes of determining the amount of interest due on such date. As used in this Debenture, the term "business day" shall mean any day other than a Saturday, Sunday or a day on which commercial banks in the city of New York, New York are authorized or required by law or executive order to remain closed.

This Debenture is free from all taxes, liens, claims and encumbrances with respect to the issue thereof and shall not be subject to preemptive rights or other similar rights of shareholders of the Borrower and will not impose personal liability upon the holder thereof.

The following terms shall apply to this Debenture:

ARTICLE I. CONVERSION RIGHTS

1.1 Conversion Right. The Holder shall have the right from time to time, following the Issue Date of this Debenture in respect of the remaining outstanding principal amount of this Debenture to convert all or any part of the outstanding and unpaid principal amount of this Debenture into fully paid and non-assessable shares of Common Stock (a "Conversion"), as such Common Stock exists on the Issue Date, or any shares of capital stock or other securities of the Borrower into which such Common Stock shall hereafter be changed or reclassified at a conversion price per share of $0.0205 per share of Common Stock (subject to equitable adjustments for stock splits, stock dividends or rights offerings by the Borrower relating to the Borrower's securities or the securities of any subsidiary of the Borrower, combinations, recapitalization, reclassifications, extraordinary distributions and similar events) (the "Conversion Price"). The number of shares of Common Stock to be issued upon each conversion of this Debenture shall be determined by dividing the Conversion Amount (as defined below) by the applicable Conversion Price then in effect on the date specified in the notice of conversion, in the form attached hereto as Exhibit A (the "Notice of Conversion"), delivered to the Borrower by the Holder in accordance with Section 1.2 below; provided that the Notice of Conversion is submitted by facsimile or e-mail (or by other means resulting in, or reasonably expected to result in, notice) to the Borrower before 6:00 p.m., New York, New York time on such conversion date (the "Conversion Date"). The term "Conversion Amount" means, with respect to any conversion of this Debenture, the sum of (1) the principal amount of this Debenture to be converted in such conversion plus (2) at the Holder's option, accrued and unpaid interest, if any, on such principal amount at the interest rates provided in this Debenture to the Conversion Date, plus (3) at the Holder's option, Default Interest, if any, on the amounts referred to in the immediately preceding clauses (1) and/or (2).

1.2 Method of Conversion.

(a) Mechanics of Conversion. Subject to Section 1.1, this Debenture may be converted by the Holder in whole or in part at any time from time to time after the Issue Date, by (A) submitting to the Borrower a Notice of Conversion (by facsimile, e-mail or other reasonable means of communication dispatched on the Conversion Date prior to 6:00 p.m., New York, New York time) at the principal office of the Borrower.

(b) Surrender of Debenture Upon Conversion. Notwithstanding anything to the contrary set forth herein, upon conversion of this Debenture in accordance with the terms hereof, the Holder shall not be required to physically surrender this Debenture to the Borrower unless the entire unpaid principal amount of this Debenture is so converted. The Holder and the Borrower shall maintain records showing the principal amount so converted and the dates of such conversions or shall use such other method, reasonably satisfactory to the Holder and the Borrower, so as not to require physical surrender of this Debenture upon each such conversion. In the event of any dispute or discrepancy, such records of the Borrower shall, *prima facie,* be controlling and determinative in the absence of manifest error. Notwithstanding the foregoing, if any portion of this Debenture is converted as aforesaid, the Holder may not transfer this Debenture unless the Holder first physically surrenders this Debenture to the Borrower, whereupon the Borrower will forthwith issue and deliver upon the order of the Holder a new Debenture of like tenor, registered as the Holder (upon payment by the Holder of any applicable transfer taxes) may request, representing in the aggregate the remaining unpaid principal amount of this Debenture. The Holder and any assignee, by acceptance of this Debenture, acknowledge and agree that, by reason of the provisions of this paragraph, following conversion of a portion of this Debenture, the unpaid and unconverted principal amount of this Debenture represented by this Debenture may be less than the amount stated on the face hereof.

(c) Payment of Taxes. The Borrower shall not be required to pay any tax which may be payable in respect of any transfer involved in the issue and delivery of shares of Common Stock or other securities or property on conversion of this Debenture in a name other than that of the Holder (or in street name), and the Borrower shall not be required to issue or deliver any such shares or other securities or property unless and until the person or persons (other than the Holder or the custodian in whose street name such shares are to be held for the Holder's account) requesting the issuance thereof shall have paid to the Borrower the amount of any such tax or shall have established to the satisfaction of the Borrower that such tax has been paid.

(d) Delivery of Common Stock Upon Conversion. Upon receipt by the Borrower from the Holder of a facsimile transmission or e-mail (or other reasonable means of communication) of a Notice of Conversion meeting the requirements for conversion as provided in this Section 1.2, the Borrower shall issue and deliver or cause to be issued and delivered to or upon the order of the Holder certificates for the Common Stock issuable upon such conversion within three (3) business days after such receipt (the "Deadline").

(e) Obligation of Borrower to Deliver Common Stock. Upon receipt by the Borrower of a Notice of Conversion, the Holder shall be deemed to be the holder of record of the Common Stock issuable upon such conversion, the outstanding principal amount and the amount of accrued and unpaid interest on this Debenture shall be reduced to reflect such conversion, and, unless the Borrower defaults on its obligations under this Article I, all rights with respect to the portion of this Debenture being so converted shall forthwith terminate except the right to receive the Common Stock or other securities, cash or other assets, as herein provided, on such conversion. If the Holder shall have given a Notice of Conversion as provided herein, the Borrower's obligation to issue and deliver the certificates for Common Stock shall be absolute and unconditional, irrespective of the absence of any action by the Holder to enforce the same, any waiver or consent with respect to any provision thereof, the recovery of any judgment against any person or any action to enforce the same, any failure or delay in the enforcement of any other obligation of the Borrower to the holder of record, or any setoff, counterclaim, recoupment, limitation or termination, or any breach or alleged breach by the Holder of any obligation to the Borrower, and irrespective of any other circumstance which might otherwise limit such obligation of the Borrower to the Holder in connection with such conversion. The Conversion Date specified in the Notice of Conversion shall be the Conversion Date so long as the Notice of Conversion is received by the Borrower before 6:00 p.m., New York, New York time, on such date.

1.3 Concerning the Shares. The shares of Common Stock issuable upon conversion of this Debenture may not be sold or transferred unless (i) such shares are sold pursuant to an effective registration statement under the Act or (ii) the Borrower or its transfer agent shall have been furnished with an opinion of counsel (which opinion shall be in form, substance and scope customary for opinions of counsel in comparable transactions) to the effect that the shares to be sold or transferred may be sold or transferred pursuant to an exemption from such registration or (iii) such shares are sold or transferred pursuant to Rule 144 under the Act (or a successor rule) ("Rule 144") or (iv) such shares are transferred to an "affiliate" (as defined in Rule 144) of the Borrower who agrees to sell or otherwise transfer the shares only in accordance with this Section 1.3. Until such time as the shares of Common Stock issuable upon conversion of this Debenture have been registered under the Act or otherwise may be sold pursuant to Rule 144 without any restriction as to the number of securities as of a particular date that can then be immediately sold, each certificate for shares of Common Stock issuable upon conversion of this Debenture that has not been so included in an effective registration statement or that has not been sold pursuant to an effective registration statement or an exemption that permits removal of the legend, shall bear a legend substantially in the following form, as appropriate:

"NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE EXERCISABLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH COUNSEL SHALL BE SELECTED BY THE HOLDER), IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES."

The legend set forth above shall be removed and the Borrower shall issue to the Holder a new certificate therefore free of any transfer legend if (i) the Borrower or its transfer agent shall have received an opinion of counsel, in form, substance and scope customary for opinions of counsel in comparable transactions, to the effect that a public sale or transfer of such Common Stock may be made without registration under the Act, which opinion shall be accepted by the Borrower so that the sale or transfer is effected or (ii) in the case of the Common Stock issuable upon conversion of this Debenture, such security is registered for sale by the Holder under an effective registration statement filed under the Act or otherwise may be sold pursuant to Rule 144 without any restriction as to the number of securities as of a particular date that can then be immediately sold.

1.4 Intentionally Omitted

1.5 Limitations on Conversion. The Borrower shall not effect any conversion of the Debenture, and the Holder shall not have the right to convert any portion of the Debenture, pursuant to Section 1.1 or otherwise, to the extent that after giving effect to such issuance after conversion, the Holder (together with the Holder's affiliates, and any other Persons acting as a group together with the Holder or any of the Holder's affiliates (such Persons, "Attribution Parties")), would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of the foregoing sentence, the number of shares of Common Stock beneficially owned by the Holder and its Attribution Parties shall include the number of shares of Common Stock issuable upon conversion of the Debenture with respect to which such determination is being made, but shall exclude the number of shares of Common Stock which would be issuable upon (i) exercise of the remaining, nonexercised shares of the Debenture beneficially owned by the Holder or any of its Attribution Parties and (ii) exercise or conversion of the unexercised or nonconverted portion of any other securities of the Borrower subject to a limitation on conversion or exercise analogous to the limitation contained herein beneficially owned by the Holder or any of its Attribution Parties. Except as set forth in the preceding sentence, for purposes of this Section 1,5, beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder, it being acknowledged by the Holder that the Borrower is not representing to the Holder that such calculation is in compliance with Section 13(d) of the Exchange Act and the Holder is solely responsible for any schedules required to be filed in accordance therewith. To the extent that the limitation contained in this Section 1.5 applies, the determination of whether the Debenture is convertible (in relation to other securities owned by the Holder together with any Attribution Parties) and of which portion of the Debenture is convertible shall be in the sole discretion of the Holder, and the submission of a Notice of Conversion shall be deemed to be the Holder's determination of whether this Debenture is exercisable (in relation to other securities owned by the Holder together with any Attribution Parties) and of which portion of this Debenture is exercisable, in each case subject to the Beneficial Ownership Limitation, and the Borrower shall have no obligation to verify or confirm the accuracy of such determination. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. For purposes of this Section 1.5, in determining the number of outstanding shares of Common Stock, a Holder may rely on the number of outstanding shares of Common Stock as reflected in (A) the Borrower most recent periodic or annual report filed with the Securities and Exchange Commission, as the case may be, (B) a more recent public announcement by the Borrower or (C) a more recent written notice by the Borrower or its transfer agent setting forth the number of shares of Common Stock outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Borrower, including the Debenture, by the Holder or its Attribution Parties since the date as of which such number of outstanding shares of Common Stock was reported. The "Beneficial Ownership Limitation" shall be 4.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock issuable upon conversion of the Debenture. The Holder, upon notice to the Borrower, may increase or decrease the Beneficial Ownership Limitation provisions of this Section 1.5, provided that the Beneficial Ownership Limitation in no event exceeds 9.99%. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 1.5 to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation herein contained or to make changes or supplements necessary or desirable to properly give effect to such limitation.

1.6 Status as Shareholder. Upon submission of a Notice of Conversion by a Holder, (i) the shares covered thereby shall be deemed converted into shares of Common Stock and (ii) the Holder's rights as a Holder of such converted portion of this Debenture shall cease and terminate, excepting only the right to receive certificates for such shares of Common Stock and to any remedies provided herein or otherwise available at law or in equity to such Holder because of a failure by the Borrower to comply with the terms of this Debenture. Notwithstanding the foregoing, if a Holder has not received certificates for all shares of Common Stock prior to the tenth (10th) business day after the delivery of a Conversion Notice, then (unless the Holder otherwise elects to retain its status as a holder of Common Stock by so notifying the Borrower) the Holder shall regain the rights of a Holder of this Debenture with respect to such unconverted portions of this Debenture and the Borrower shall, as soon as practicable, return such unconverted Debenture to the Holder or, if the Debenture has not been surrendered, adjust its records to reflect that such portion of this Debenture has not been converted. In all cases, the Holder shall retain all of its rights and remedies (including, without limitation, the right to receive Default Interest.

ARTICLE II. CERTAIN COVENANTS

2.1 Distributions on Capital Stock. So long as the Borrower shall have any obligation under this Debenture, the Borrower shall not without the written consent of a majority in interest of all Debentures outstanding (a) pay, declare or set apart for such payment, any dividend or other distribution (whether in cash, property or other securities) on shares of capital stock other than dividends on shares of Common Stock solely in the form of additional shares of Common Stock or (b) directly or indirectly or through any subsidiary make any other payment or distribution in respect of its capital stock except for distributions pursuant to any shareholders' rights plan which is approved by a majority of the Borrower's disinterested directors.

2.2 Restriction on Stock Repurchases. So long as the Borrower shall have any obligation under this Debenture, the Borrower shall not without the written consent of a majority in interest of all Debentures outstanding , repurchase or otherwise acquire (whether for cash or in exchange for property or other securities or otherwise) in any one transaction or series of related transactions any shares of capital stock of the Borrower or any warrants, rights or options to purchase or acquire any such shares.

2.3 Sale of Assets / Change in Control. So long as the Borrower shall have any obligation under this Debenture, the Borrower shall not, without the written consent of a majority in interest of all Debentures outstanding, sell, lease or otherwise dispose of any significant portion of its assets outside the ordinary course of business or engage in any change in control transaction.

ARTICLE III. EVENTS OF DEFAULT

If any of the following events of default (each, an "Event of Default") shall occur:

3.1 Failure to Pay Principal or Interest. The Borrower fails to pay the principal hereof or interest thereon when due on this Debenture, whether at maturity, upon acceleration or otherwise and such payment default shall have continued uncured for a period of three (3) business days after the date such payment was due.

3.2 Conversion and the Shares. The Borrower fails to issue shares of Common Stock to the Holder (or announces or threatens in writing that it will not honor its obligation to do so) upon exercise by the Holder of the conversion rights of the Holder in accordance with the terms of this Debenture, fails to transfer or cause its transfer agent to transfer (issue) (electronically or in certificated form) any certificate for shares of Common Stock issued to the Holder upon conversion of or otherwise pursuant to this Debenture as and when required by this Debenture, the Borrower directs its transfer agent not to transfer or delays, impairs, and/or hinders its transfer agent in transferring (or issuing) (electronically or in certificated form) any certificate for shares of Common Stock to be issued to the Holder upon conversion of or otherwise pursuant to this Debenture as and when required by this Debenture, or fails to remove (or directs its transfer agent not to remove or impairs, delays, and/or hinders its transfer agent from removing) any restrictive legend (or to withdraw any stop transfer instructions in respect thereof) on any certificate for any shares of Common Stock issued to the Holder upon conversion of or otherwise pursuant to this Debenture as and when required by this Debenture (or makes any written announcement, statement or threat that it does not intend to honor the obligations described in this paragraph) and any such failure shall continue uncured (or any written announcement, statement or threat not to honor its obligations shall not be rescinded in writing) for three (3) business days after the Holder shall have delivered a Notice of Conversion. It is an obligation of the Borrower to remain current in its obligations to its transfer agent. It shall be an event of default of this Debenture, if a conversion of this Debenture is delayed, hindered or frustrated due to a balance owed by the Borrower to its transfer agent. If at the option of the Holder, the Holder advances any funds to the Borrower's transfer agent in order to process a conversion, such advanced funds shall be paid by the Borrower to the Holder within forty eight (48) hours of a demand from the Holder.

3.3 Breach of Covenants. The Borrower breaches any material covenant or other material term or condition contained in this Debenture and any collateral documents including but not limited to the Subscription Agreement of even date herewith (the "Subscription Agreement") and such breach continues for a period of ten (10) days after written notice thereof to the Borrower from the Holder.

3.4 Breach of Representations and Warranties. Any representation or warranty of the Borrower made herein or in any agreement, statement or certificate given in writing pursuant hereto or in connection herewith (including, without limitation, the Subscription Agreement), shall be false or misleading in any material respect when made and the breach of which has (or with the passage of time will have) a material adverse effect on the rights of the Holder with respect to this Debenture.

3.5 Receiver or Trustee. The Borrower or any subsidiary of the Borrower shall make an assignment for the benefit of creditors, or apply for or consent to the appointment of a receiver or trustee for it or for a substantial part of its property or business, or such a receiver or trustee shall otherwise be appointed.

3.6 Judgments. Any money judgment, writ or similar process shall be entered or filed against the Borrower or any subsidiary of the Borrower or any of its property or other assets for more than $100,000, and shall remain unvacated, unbonded or unstayed for a period of twenty (20) days unless otherwise consented to by the Holder, which consent will not be unreasonably withheld.

3.7 Bankruptcy. Bankruptcy, insolvency, reorganization or liquidation proceedings or other proceedings, voluntary or involuntary, for relief under any bankruptcy law or any law for the relief of debtors shall be instituted by or against the Borrower or any subsidiary of the Borrower.

3.8 Delisting of Common Stock. The Borrower shall fail to maintain the listing of the Common Stock on at least one of the OTC (which specifically includes the Pink Sheets electronic quotation system) or an equivalent replacement exchange, the Nasdaq National Market, the Nasdaq SmallCap Market, the New York Stock Exchange, or the American Stock Exchange.

3.9 Failure to Comply with the Exchange Act. The Borrower shall fail to comply with the reporting requirements of the Exchange Act; and/or the Borrower shall cease to be subject to the reporting requirements of the Exchange Act.

3.10 Liquidation. Any dissolution, liquidation, or winding up of Borrower or any substantial portion of its business.

3.11 Cessation of Operations. Any cessation of operations by Borrower or Borrower admits it is otherwise generally unable to pay its debts as such debts become due, provided, however, that any disclosure of the Borrower's ability to continue as a "going concern" shall not be an admission that the Borrower cannot pay its debts as they become due.

3.12 Maintenance of Assets. The failure by Borrower to maintain any material intellectual property rights, personal, real property or other assets which are necessary to conduct its business (whether now or in the future).

Upon the occurrence of an Event of Default and at any time thereafter, if any Event of Default shall then be continuing, unless such Event of Default shall have been waived by a majority in interest of all Debentures outstanding, the Holder shall have the right to declare all obligations hereunder to become immediately due and payable and to exercise any and all rights and remedies provided for in this Agreement or under applicable law.

ARTICLE IV. MISCELLANEOUS

4.1 Failure or Indulgence Not Waiver. No failure or delay on the part of the Holder in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privileges. All rights and remedies existing hereunder are cumulative to, and not exclusive of, any rights or remedies otherwise available.

4.2 Notices. All notices, demands, requests, consents, approvals, and other communications required or permitted hereunder shall be in writing and, unless otherwise specified herein, shall be (i) personally served, (ii) deposited in the mail, registered or certified, return receipt requested, postage prepaid, (iii) delivered by reputable air courier service with charges prepaid, or (iv) transmitted by hand delivery, telegram, or facsimile, addressed as set forth below or to such other address as such party shall have specified most recently by written notice. Any notice or other communication required or permitted to be given hereunder shall be deemed effective (a) upon hand delivery or delivery by facsimile, with accurate confirmation generated by the transmitting facsimile machine, at the address or number designated below (if delivered on a business day during normal business hours where such notice is to be received), or the first business day following such delivery (if delivered other than on a business day during normal business hours where such notice is to be received) or (b) on the second business day following the date of mailing by express courier service, fully prepaid, addressed to such address, or upon actual receipt of such mailing, whichever shall first occur. The addresses for such communications shall be:

If to the Borrower, to:

TeleHealthCare, Inc.
1031 Calle Recodo, Suite B
San Clemente, California 92673

Attention: Derek Cahill
Email: derek@telehealthcare.com

With a copy (which copy shall not constitute notice):

Kane Kessler, P.C.
666 Third Avenue
New York, New York 10019
Attn: Peter Campitiello, Esq.
Email: pcampitiello@kanekessler.com
facsimile: 212-245-3009

If to the Holder:

[_____]
[_____]
[_____]

4.3 Amendments. This Debenture and any provision hereof may only be amended by an instrument in writing signed by the Borrower and the Holder. The term "Debenture" and all reference thereto, as used throughout this instrument, shall mean this instrument as originally executed, or if later amended or supplemented, then as so amended or supplemented.

4.4 Assignability. This Debenture may not be assigned by the Borrower without the prior written consent of the Holder and. This Debenture shall be binding upon the Borrower and its successors and assigns, and shall inure to be the benefit of the Holder and its successors and assigns. Each transferee of this Debenture must be an "accredited investor" (as defined in Rule 501(a) of the 1933 Act). Notwithstanding anything in this Debenture to the contrary, this Debenture may be pledged as collateral in connection with a bona fide margin account or other lending arrangement.

4.5 Cost of Collection. If default is made in the payment of this Debenture, the Borrower shall pay the Holder hereof costs of collection, including reasonable attorneys' fees.

4.6 Governing Law. This Debenture shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of laws. Any action brought by either party against the other concerning the transactions contemplated by this Debenture shall be brought only in the state courts of New York or in the federal courts located in the state and county of New York County. The parties to this Debenture hereby irrevocably waive any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon *forum non conveniens*. The Borrower and Holder waive trial by jury. The prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs. In the event that any provision of this Debenture or any other agreement delivered in connection herewith is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any such provision which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision of any agreement. Each party hereby irrevocably waives personal service of process and consents to process being served in any suit, action or proceeding in connection with this Agreement or any other Transaction Document by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law.

4.7 Certain Amounts. Whenever pursuant to this Debenture the Borrower is required to pay an amount in excess of the outstanding principal amount (or the portion thereof required to be paid at that time) plus accrued and unpaid interest plus Default Interest on such interest, the Borrower and the Holder agree that the actual damages to the Holder from the receipt of cash payment on this Debenture may be difficult to determine and the amount to be so paid by the Borrower represents stipulated damages and not a penalty and is intended to compensate the Holder in part for loss of the opportunity to convert this Debenture and to earn a return from the sale of shares of Common Stock acquired upon conversion of this Debenture at a price in excess of the price paid for such shares pursuant to this Debenture. The Borrower and the Holder hereby agree that such amount of stipulated damages is not plainly disproportionate to the possible loss to the Holder from the receipt of a cash payment without the opportunity to convert this Debenture into shares of Common Stock.

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

(Signature page to follow.)

IN WITNESS WHEREOF, Borrower has caused this Debenture to be signed as of the date set forth above.

TELEHEALTHCARE, INC.

By: _____
Name:
Title:

EXHIBIT A -- NOTICE OF CONVERSION

The undersigned hereby elects to convert $_____ principal amount of the Debenture (defined below) into that number of shares of Common Stock to be issued pursuant to the conversion of the Debenture ("Common Stock") as set forth below, of TELEHEALTHCARE, INC., a Wyoming corporation (the "Borrower") according to the conditions of the Series A Convertible Debenture of the Borrower dated as of [_____] (the "Debenture"), as of the date written below. No fee will be charged to the Holder for any conversion, except for transfer taxes, if any.

Box Checked as to applicable instructions:

☐ The Borrower shall electronically transmit the Common Stock issuable pursuant to this Notice of Conversion to the account of the undersigned or its nominee with DTC through its Deposit Withdrawal Agent Commission system ("DWAC Transfer").

Name of DTC Prime Broker:
Account Number:

☐ The undersigned hereby requests that the Borrower issue a certificate or certificates for the number of shares of Common Stock set forth below (which numbers are based on the Holder's calculation attached hereto) in the name(s) specified immediately below or, if additional space is necessary, on an attachment hereto:

_____

Date of Conversion:	_____
Applicable Conversion Price:	$_____
Amount of Principal Balance Due being converted	$_____
Number of Shares of Common Stock to be Issued Pursuant to Conversion of the Debentures:	_____
Amount of Principal Balance Due remaining Under the Debenture after this conversion:	_____

TELEHEALTHCARE, INC.

SUBSCRIPTION AGREEMENT

This Subscription Agreement (this "Agreement") is made as of the date set forth on the signature page of this Agreement by and between TeleHealthCare, Inc., a publicly-owned Wyoming corporation (the "Company"), and each party who is a signatory hereto (individually, a "Subscriber" and collectively with other signatories of similar subscription agreements entered into in connection with the Offering described below, the "Subscribers").

1. DESCRIPTION OF THE OFFERING. This Offering (the "Offering") is for Series A Convertible Debentures (the "Debentures") without interest, and due three (3) years after the date of issuance (the "Maturity Date"). The form of the Debentures is attached hereto as Appendix "A". The Debenture is convertible into shares of the Company's common stock, par value $0.001 per share (the "Common Stock"), at the rate of the amount of principal and interest accrued under the Debenture divided by $0.0205 (the "Conversion Price"). We are offering a maximum of $205,000 of principal amount of Debentures (the "Maximum Offering"). All funds sent to the Company by offerees to purchase Units will be sent to and held in a noninterest-bearing escrow account (the "Escrow Account") maintained by the Company's attorneys Kane Kessler, P.C. (the "Escrow Agent"). The subscriptions will remain in the Escrow Account until subscriptions in the Maximum Amount have been received (the "Closing"). At the Closing, the Escrow Agent will be authorized to release funds to repay the Company's creditors and repurchase approximately 64,500,000 shares of Common Stock. *See*, Section 9, Use of Proceeds.

1.1. The Offering is for a minimum Subscription of $5,000 and is being made only to accredited investors who qualify as accredited investors pursuant to suitability standards for investors described under Regulation D or non-U.S. investors as defined under Regulation S of the Securities Act of 1933, as amended (the "Securities Act") and who have no need for liquidity in their investments. Prior to this Offering there was no public market for the Debentures and no assurance can be given that a market will develop for the Debentures or if developed, that it will be maintained so that any subscribers in this Offering may avail any benefit form the same. The Company reserves the right, in its sole discretion, to accept fractional subscriptions. The Company has not engaged the services of a placement agent, but reserves the right in its sole discretion to do so in the future. If a placement agent is retained, it is anticipated the Company would be required to pay fees of funds it has actually raised for the sale of the Debentures of commissions equal to approximately ten percent (10%).

THE SECURITIES OFFERED HEREBY ARE SPECULATIVE AND INVOLVE A HIGH DEGREE OF RISK AND SHOULD NOT BE PURCHASED BY ANYONE WHO CANNOT AFFORD THE LOSS OF THEIR ENTIRE INVESTMENT. THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, OR THE SECURITIES LAWS OF ANY STATE, OR OTHER JURISDICTION AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH LAWS. THESE SECURITIES MAY NOT BE TRANSFERRED, SOLD, PLEDGED, HYPOTHECATED OR ASSIGNED EXCEPT AS PERMITTED UNDER SUCH ACT OR SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM.

2. OTHER TERMS OF THE OFFERING. The Subscriber must also complete and execute the Subscriber Questionnaire attached hereto as Appendix "B". The Company reserves the right, in its sole discretion, to reject in whole or in part, any subscription offer. If the Subscriber's offer is accepted, the Company will execute a copy of this Subscription Agreement and return it to Subscriber. The Company, may in its sole discretion, accept fractional subscriptions.

3. SUBSCRIPTION PROCEDURES. To subscribe, the Subscriber must send a completed and executed copy of each this **Subscription Agreement and the Subscriber Questionnaire** to:

TeleHealthCare, Inc.
20111 Greeley Road
Lake Mathews, CA 92570
Attn: Derek Cahill

along with, either

- payment of the Subscriber's subscribed amount by wire transfer as follows:

Signature Bank
50 West 57th Street, 3rd Floor
New York, New York

Account Name: Kane Kessler, P.C., IOLA
Account # 1501363886
ABA # 026013576

Memo: TeleHealthCare, Inc.

or

- payment of the Subscriber's subscribed amount by check payable to "Kane Kessler, P.C., Escrow Agent for TeleHealthCare, Inc.."

4. TERMS OF THE SUBSCRIPTION.

4.1. The Company hereby agrees to issue and to sell to Subscriber, and Subscriber hereby agrees to purchase from the Company, such number of Debentures at the price and for the aggregate subscription amount set forth on the signature page hereto. The Subscriber understands that this subscription is not binding upon the Company until the Company accepts it. The Subscriber acknowledges and understands that acceptance of this Subscription will be made only by a duly authorized representative of the Company executing and mailing or otherwise delivering to the Subscriber at the Subscriber's address set forth herein, a counterpart copy of the signature page to this Subscription Agreement indicating the Company's acceptance of this Subscription. The Company reserves the right, in its sole discretion for any reason whatsoever, to accept or reject this subscription in whole or in part. Following the acceptance of this Subscription Agreement by the Company, the Company shall issue and deliver to the Subscriber an original Debenture purchased by the Subscriber pursuant to this Agreement against payment in U.S. Dollars of the Purchase Price (as defined below). If this subscription is rejected, the Company and the Subscriber shall thereafter have no further rights or obligations to each other under or in connection with this Subscription Agreement.

4.2. Subscriber has hereby delivered and paid concurrently herewith the aggregate purchase price for the Debentures set forth on the signature page hereof in an amount required to purchase and pay for the Debentures subscribed for hereunder (the "Purchase Price"), which amount has been paid in U.S. Dollars by wire transfer or check, subject to collection, to the order of "Kane Kessler, P.C., Escrow Agent for TeleHealthCare, Inc.."

4.3. Subscriber understands and acknowledges that this subscription is part of a private placement by the Company of the Debentures, which offering is being made on a "best efforts" basis.

5. REPRESENTATIONS AND WARRANTIES OF SUBSCRIBER. The Subscriber agrees, represents and warrants to the Company with respect to itself and its purchase hereunder and not with respect to any of the other Subscribers, that:

5.1. Organization and Qualification. If an entity, the Subscriber is duly incorporated, organized or otherwise formed, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated, organized or otherwise formed.

5.2. Authorization. If an entity: (a) the Subscriber has the requisite corporate or other requisite power and authority to enter into and to perform its obligations under this Agreement and to consummate the transactions contemplated hereby in accordance with the terms hereof; and (b) the execution, delivery and performance of this Agreement by the Subscriber and the consummation by it of the transactions contemplated hereby have been duly authorized by the Subscriber's Board of Directors or other governing body and no further consent or authorization of the Subscriber, its Board of Directors or its shareholders, members or other interest holders is required.

5.3. Enforcement. This Agreement has been duly executed by the Subscriber and constitutes a legal, valid and binding obligation of the Subscriber enforceable against the Subscriber in accordance with its terms, subject to the effect of any applicable bankruptcy, insolvency, reorganization or moratorium or similar laws affecting the rights of creditors generally and the application of general principles of equity.

5.4. Consents. The Subscriber is not required to give any notice to, make any filing, application or registration with, obtain any authorization, consent, order or approval of or obtain any waiver from any person or entity in order to execute and deliver this Agreement or to consummate the transactions contemplated hereby.

5.5. Non-contravention. Neither the execution and the delivery by the Subscriber of this Agreement, nor the consummation by the Subscriber of the transactions contemplated hereby, will (a) violate any law, rule, injunction, or judgment of any governmental agency or court to which the Subscriber is subject or any provision of its charter, bylaws, trust agreement, or other governing documents or (b) conflict with, result in a breach of, or constitute a default under, any agreement, contract, lease, license, instrument, or other arrangement to which the Subscriber is a party or by which the Subscriber is bound or to which any of its assets is subject.

5.6. Investment Purpose. The Subscriber is purchasing the Debentures (or, the "Securities"), for its own account and not with a present view toward the public sale or distribution thereof.

5.7. Accredited Subscriber Status. The Subscriber is an "accredited investor" as defined in Regulation D and/or a non-U.S. citizen as defined in Regulation S under the Securities Act of 1933, as amended (the "Securities Act"), and has delivered to the Company a Confidential Subscriber Questionnaire substantially in the form of Appendix B attached hereto. The Subscriber hereby represents and warrants that, either by reason of the Subscriber's business or financial experience or the business or financial experience of the Subscriber's advisors (including, but not limited to, a "purchaser representative" (as defined in Rule 501(h) promulgated under Regulation D), attorney and/or an accountant each as engaged by the Subscriber at its sole risk and expense) the Subscriber (a) has the capacity to protect its own interests in connection with the transaction contemplated hereby and/or (b) the Subscriber has prior investment experience, including investments in securities of privately-held companies or companies whose securities are not listed, registered, quoted and/or traded on a national securities exchange, to the extent necessary, the Subscriber has retained, at its sole risk and expense, and relied upon appropriate professional advice regarding the investment, tax and legal merits and consequences of this Agreement and the purchase of the Debentures hereunder; if an entity, the Subscriber was not formed for the sole purpose of purchasing the Debentures.

5.8. Reliance on Exemptions. The Subscriber agrees, acknowledges and understands that the Debentures are being offered and sold to it in reliance upon specific exemptions from the registration requirements of United States federal and applicable state securities or "blue sky" laws and that the Company and its counsel are relying upon the truth and accuracy of, and the Subscriber's compliance with, the representations, warranties, covenants, agreements, acknowledgments and understandings of the Subscriber set forth herein in order to determine the availability of such exemptions and the eligibility of the Subscriber to acquire the Debentures.

5.9. No General Solicitation. No Debentures were offered or sold to it by means of any form of general solicitation or general advertising, and in connection therewith, the Subscriber did not receive any general solicitation or general advertising including, but not limited to, the Subscriber's: (i) receipt or review of any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, whether closed circuit, or generally available; or (ii) attendance at any seminar meeting or industry investor conference whose attendees were invited by any general solicitation or general advertising.

5.10. Information. The Subscriber agrees, acknowledges and understands that the Subscriber and its advisors, if any, have been furnished with all materials relating to the business, finances and operations of the Company, and materials relating to the offer and sale of the Debentures that have been requested by the Subscriber or its advisors, if any, the risk factors set forth therein. The Subscriber represents and warrants that the Subscriber and its advisors, if any, have been afforded the opportunity to ask questions of the Company. The Subscriber agrees, acknowledges and understands that neither such inquiries nor any other due diligence investigation conducted by the Subscriber or any of its advisors or representatives modify, amend or affect the Subscriber's right to rely on the Company's representations and warranties contained herein.

5.11. Governmental Review. The Subscriber agrees, acknowledges and understands that no United States federal or state agency or any other government or governmental agency has passed upon or made any recommendation or endorsement of the Debentures or an investment therein.

5.12. Transfer or Resale. The Subscriber agrees, acknowledges and understands that:

(a) the Securities have not been and, except as set forth herein, are not being registered under the Securities Act or any applicable state securities or "blue sky" laws. Consequently, the Subscriber may have to bear the risk of holding the Securities for an indefinite period of time because the Securities may not be transferred unless: (i) the resale of the Securities and is registered pursuant to an effective registration statement under the Securities Act; (ii) the Subscriber has delivered to the Company an opinion of counsel reasonably acceptable to the Company and its counsel (in form, substance and scope customary for opinions of counsel in comparable transactions) to the effect that the Securities to be sold or transferred may be sold or transferred pursuant to an exemption from such registration; or (iii) the Securities are sold or transferred pursuant to Rule 144 promulgated under the Securities Act ("Rule 144");

(b) any sale of the Securities made in reliance on Rule 144 may be made only in accordance with the terms of Rule 144 and, if Rule 144 is not applicable, any resale of the Securities under circumstances in which the seller (or the person through whom the sale is made) may be deemed to be an underwriter (as that term is defined in the Securities Act) may require compliance with some other exemption under the Securities Act or the rules and regulations of the Securities and Exchange Commission (the "Commission") promulgated thereunder; and

(c) except as set forth in herein, neither the Company nor any other person is under any obligation to register the Securities under the Securities Act or any state securities or "blue sky" laws or to comply with the terms and conditions of any exemption thereunder.

5.13. Legends.

(d) The Subscriber agrees, acknowledges and understands that the Securities and any shares of Common Stock into which the Debentures are convertible (the "Restricted Securities") will bear restrictive legends in substantially the following form (and a stop-transfer order may be placed against transfer of the certificates for such Restricted Securities):

> [NEITHER] THESE SHARES [NOR THE SECURITIES INTO WHICH THIS SECURITY IS CONVERTIBLE OR EXCHANGEABLE] HAS/HAVE [NOT] BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO THE COMPANY.

(e) The Subscriber agrees, acknowledges and understands that the Company will make a notation in the appropriate records with respect to the foregoing restrictions on the transferability of the Restricted Securities. Certificates evidencing the Restricted Securities shall not be required to contain such legend or any other legend (a) following any sale of the Restricted Securities pursuant to Rule 144, or (b) if the Restricted Securities are eligible for sale under Rule 144 or have been sold pursuant to a registration statement and in compliance with the Subscriber's obligations set forth in this Agreement, or (c) such legend is not required under applicable requirements of the Securities Act (including judicial interpretations and pronouncements issued by the Staff of the Commission), in each such case (a) through (c) to the extent reasonably determined by the Company's legal counsel.

5.14. Residency. The Subscriber is a resident of the jurisdiction set forth immediately below the Subscriber's name on the signature pages hereto.

5.15. Not a Registered Representative. The Subscriber agrees, acknowledges and understands that if it is a Registered Representative of a FINRA member firm, he or she must give such firm the notice required by FINRA's Rules of Fair Practice, receipt of which must be acknowledged by such firm in the Confidential Subscriber Questionnaire attached hereto as Appendix B.

5.16. No Brokers. The Subscriber has not engaged, consented to or authorized any broker, finder or intermediary to act on its behalf, directly or indirectly, as a broker, finder or intermediary in connection with the transactions contemplated by this Agreement. The Subscriber hereby agrees to indemnify and hold harmless the Company from and against all fees, commissions or other payments owing to any such person or firm acting on behalf of the Subscriber hereunder.

5.17. Integration. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, offers and negotiations, oral or written, with respect thereto and no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving this Agreement.

5.18. Reliance on Representations. The Subscriber agrees, acknowledges and understands that the Company and its counsel, are entitled to rely on the representations, warranties and covenants made by the Subscriber herein.

6 . REPRESENTATIONS BY THE COMPANY . The Company hereby makes the following representations and warranties to each Subscriber as follows:

6.1. Organization and Qualification. The Company is an entity duly incorporated or otherwise organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. The Company is not in violation or default of any of the provisions of its respective certificate or articles of incorporation, bylaws or other organizational or charter documents. The Company is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, does not have and would not reasonably be expected to result in (i) a material adverse effect on the legality, validity or enforceability of any material agreement to which the Company is a party (a "Material Agreement"), (ii) a material adverse effect on the results of operations, assets, business, or condition (financial or otherwise) of the Company, or (iii) a material adverse effect on the Company's ability to perform in any material respect on a timely basis its obligations under any Material Agreement (any of (i), (ii), or (iii), a "Material Adverse Effect") and no Proceeding has been instituted in any such jurisdiction revoking, limiting or curtailing or seeking to revoke, limit or curtail such power and authority or qualification.

6.2. Authorization; Enforcement. The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this Agreement and otherwise to carry out its obligations hereunder. The execution and delivery of each of the Agreement by the Company and the consummation by it of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the Company and no further action is required by the Company, the Board of Directors or the Company's stockholders in connection therewith. This Agreement has been (or upon delivery will have been) duly executed by the Company and, when delivered in accordance with the terms hereof and thereof, will constitute the valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

6.3. No Conflicts; No Violation. The execution, delivery and performance of the Agreement by the Company and the consummation by the Company of the other transactions contemplated hereby do not and will not: (i) conflict with or violate any provision of the Company's or any subsidiary's certificate or articles of incorporation, bylaws or other organizational or charter documents, or (ii) conflict with or result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company is subject (including federal and state securities laws and regulations), or by which any property or asset of the Company is bound or affected; except in the case of clause (ii), such as does not have and would not reasonably be expected to result in a Material Adverse Effect.

6.4. Filings, Consents and Approvals. The Company is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority in connection with the execution, delivery and performance by the Company of the Transaction Documents, other than the filing of Form D with the Commission and such filings as are required to be made under applicable state securities laws.

6.5. Issuance of the Securities. The Shares of the Company purchased under this Agreement, will be duly authorized and, upon issuance in accordance with the terms of this Agreement, will be validly issued, fully paid and nonassessable, free and clear of all Liens imposed by the Company other than restrictions on transfer provided for herein.

6.6. Capitalization. The capitalization of the Company is set forth on Schedule 6.6. No Person has any right of first refusal, preemptive right, right of participation, or any similar right to participate in the transactions contemplated by this Agreement. Except as set forth in Schedule 6.6, as a result of the purchase and sale of the Debentures, there are no outstanding options, warrants, scrip rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities, rights or obligations convertible into or exercisable or exchangeable for, or giving any Person any right to subscribe for or acquire, any Debentures, or contracts, commitments, understandings or arrangements by which the Company or any Subsidiary is or may become bound to issue additional Debentures. The issuance and sale of the Debentures will not obligate the Company to issue Debentures or other securities to any Person (other than the Subscribers) and will not result in a right of any holder of Company securities to adjust the exercise, conversion, exchange or reset price under any of such securities. All of the outstanding Common Stock or Common Stock Equivalents are validly issued, fully paid and nonassessable, have been issued in compliance with all federal and state securities laws, and none of such outstanding shares was issued in violation of any preemptive rights or similar rights to subscribe for or purchase securities. No further approval or authorization of any stockholder, the Board of Directors or other Person is required for the issuance and sale of the Debentures. There are no stockholders agreements, voting agreements or other similar agreements with respect to Debentures to which the Company is a party or, to the knowledge of the Company, between or among any of the Company's stockholders.

6.7. Private Placement. Assuming the accuracy of the Subscribers' representations and warranties set forth in Section 5.7, no registration under the Securities Act is required for the offer and sale of the Debentures by the Company to the Subscribers as contemplated hereby.

6.8. Disclosure. All disclosure furnished by or on behalf of the Company to the Subscribers regarding the Company, its business and the transactions contemplated hereby, including the Disclosure Schedules to this Agreement, is true and correct and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. The Company acknowledges and agrees that no Subscriber makes or has made any representations or warranties with respect to the transactions contemplated hereby other than those specifically set forth in Section 5 hereof.

6.9. No General Solicitation. Neither the Company nor any person acting on behalf of the Company has offered or sold any of the Debentures by any form of general solicitation or general advertising. The Company has offered the Debentures for sale only to the Subscribers and certain other "accredited investors" within the meaning of Rule 501 under the Securities Act.

7 . RISK FACTORS. THE SUBSCRIBER ACKNOWLEDGES THERE ARE SIGNIFICANT RISKS ASSOCIATED WITH THE PURCHASE OF THE DEBENTURES AND THAT SUCH SECURITIES ARE HIGHLY SPECULATIVE AND SHOULD NOT BE PURCHASED BY ANYONE WHO CANNOT AFFORD A TOTAL LOSS OF HIS OR HER ENTIRE INVESTMENT. The Subscriber represents and warrants that he or she has carefully considered and reviewed all the information contained within the reports the Company files with the Securities and Exchange Commission (available at www.sec.gov) which are hereby incorporated by reference to this Agreement.

8. COVENANTS OF THE COMPANY AND SUBSCRIBER.

8.1. Expenses. Each Party is liable for, and shall pay, their own expenses incurred in connection with the negotiation, preparation, execution and delivery of this Agreement, including, without limitation, attorneys' and consultants' fees and expenses.

8.2. Sales by Subscribers. The Subscriber shall sell any and all Securities purchased hereby in compliance with applicable prospectus delivery requirements, if any, or otherwise in compliance with the requirements for an exemption from registration under the Securities Act and the rules and regulations promulgated thereunder. The Subscriber will not make any sale, transfer or other disposition of the Debentures in violation of federal or state securities or "blue sky" laws and regulations.

9. USE OF PROCEEDS.

9.1. The Company shall use the first $110,000 of net proceeds, after deducting any fees and expenses related to the offering, to pay current two Lenders and repurchase [_____] shares of their Common Stock in the aggregate amount of $110,000. Thereafter, the Company intends to use a portion of the funds for legal, accounting and other expenses to be intended with its acquisition of HeadTrainer, Inc. and there to use the balance of the Offering Amount for general operating expenses and working capital.

10. MISCELLANEOUS.

10.1. Governing Law; Jurisdiction. This Agreement will be governed by and interpreted in accordance with the laws of the State of Wyoming without regard to the principles of conflict of laws. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Texas, without regard to the principles of conflict of laws thereof. Each party agrees that all legal proceedings concerning the interpretation, enforcement and defense of the transactions contemplated this Agreement shall be commenced in the state and federal courts sitting in the City of New York, County of New York (the "New York Courts"). Each party hereto hereby irrevocably submits to the exclusive jurisdiction of the New York Courts for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of any of the Transaction Documents), and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of such New York Courts, or such New York Courts are improper or inconvenient venue for such proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under the Transaction Documents and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by applicable law. Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to the Transaction Documents or the transactions contemplated hereby or thereby. If either party shall commence an action or proceeding to enforce any provisions of the Transaction Documents, then the prevailing party in such action or proceeding shall be reimbursed by the other party for its reasonable attorneys' fees and other reasonable costs and expenses incurred in the investigation, preparation and prosecution of such action or proceeding.

10.2. Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, all of which are considered one and the same agreement and will become effective when counterparts have been signed by each party and delivered to the other parties. This Agreement, once executed by a party, may be delivered to the other parties hereto by (e.g. electronic submission, facsimile transmission or e-mail of a copy of this Agreement bearing the signature of the party so delivering this Agreement).

10.3. Headings. The headings of this Agreement are for convenience of reference only, are not part of this Agreement and do not affect its interpretation.

10.4. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

10.5. Remedies. In addition to being entitled to exercise all rights provided herein or granted by law, including recovery of damages, each of the Subscriber and the Company will be entitled to specific performance under this Agreement. The parties agree that monetary damages may not be adequate compensation for any loss incurred by reason of any breach of obligations contained in this Agreement and hereby agree to waive and not to assert in any action for specific performance of any such obligation the defense that a remedy at law would be adequate.

10.6. Entire Agreement; Amendments. This Agreement (including all schedules and exhibits hereto) constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and thereof. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein or therein. This Agreement supersedes all prior agreements and understandings among the parties hereto with respect to the subject matter hereof. Except as set forth in herein, no provision of this Agreement may be waived or amended other than by an instrument in writing signed by the party to be charged with enforcement.

10.7. Successors and Assigns. This Agreement is binding upon and inures to the benefit of the parties and their successors and assigns. The Subscriber acknowledges that the Company will be assigning this Agreement and any rights or obligations hereunder without the prior written consent of the Subscriber and the Subscriber may not assign this Agreement or any rights or obligations hereunder upon the Closing without the prior written consent of the Company. This provision does not limit the Subscriber’s right to transfer the Debentures pursuant to the terms of this Agreement or to assign the Subscriber’s rights hereunder to any such transferee pursuant to the terms of this Agreement.

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

10.9. Further Assurances. Each party will do and perform, or cause to be done and performed, all such further acts and things, and will execute and deliver all other agreements, certificates, instruments and documents, as another party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

10.10. Waiver. It is agreed that a waiver by either party of a breach of any provision of this Agreement shall not operate, or be construed, as a waiver of any subsequent breach by that same party.

10.11. Other Documents. The parties agree to execute and deliver all such further documents, agreements and instruments and take such other and further action as may be necessary or appropriate to carry out the purposes and intent of this Agreement.

10.12. **WAIVER OF JURY TRIAL. IN ANY ACTION, SUIT OR PROCEEDING IN ANY JURISDICTION BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY, THE PARTIES EACH KNOWINGLY AND INTENTIONALLY, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND EXPRESSLY WAIVE FOREVER TRIAL BY JURY.**

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, THE UNDERSIGNED HAS EXECUTED THIS SUBSCRIPTION AGREEMENT ON THE DATE SET FORTH BELOW.

The undersigned Subscriber hereby subscribes for (_____) Debentures at the purchase price of $5,000 per Debenture for an aggregate investment of $_____.

The Debentures are to be issued in the name of (check one box):

____individual name

____joint tenants with rights of survivorship

____tenants in the entirety

____corporation (an officer must sign)

____Partnership (all general partners must sign)

Date: _____

Print Name of Investor: _____

Signature of Investor: _____
(and title if signing on behalf of an entity)

Print Name of Joint Investor: _____

Signature of Joint Investor: _____

Address of Investor: _____

Social Security Number (if individual): _____

Tax Identification Number (if entity): _____

State of Organization (if entity): _____

AGREED TO AND ACCEPTED:

As of _____, 2017

TELEHEALTHCARE, INC.

By: _____
Name:
Title:

APPENDIX A
SERIES A CONVERTIBLE DEBENTURE

APPENDIX B
SUBSCRIBER QUESTIONNAIRE

CONFIDENTIAL INVESTOR QUESTIONNAIRE

The Subscriber represents and warrants that he, she or it comes within category as marked below, and that for any category marked, he, she or it has truthfully set forth, where applicable, the factual basis or reason the Subscriber comes within that category. ALL INFORMATION IN RESPONSE TO THIS SECTION WILL BE KEPT STRICTLY CONFIDENTIAL. The undersigned agrees to furnish any additional information which the Company deems necessary in order to verify the answers set forth below.

The undersigned is an individual (not a partnership, corporation, etc.) whose individual net worth, or joint net worth with his or her spouse, presently exceeds $1,000,000.

> Explanation. In calculating net worth you must exclude equity in personal property and real estate, including your principal residence, cash, short-term investments, stock and securities. Equity in personal property and real estate should be based on the fair market value of such property less debt secured by such property.

The undersigned is an individual (not a partnership, corporation, etc.) who had an income in excess of $200,000 in each of the two most recent years, or joint income with his or her spouse in excess of $300,000 in each of those years (in each case including foreign income, tax exempt income and full amount of capital gains and losses but excluding any income of other family members and any unrealized capital appreciation) and has a reasonable expectation of reaching the same income level in the current year.

The undersigned is a director or executive officer of the Company which is issuing and selling the Debentures.

The undersigned is a bank; a savings and loan association; insurance company; registered investment company; registered business development company; licensed small business investment company ("SBIC"); or employee benefit plan within the meaning of Title 1 of ERISA and (a) the investment decision is made by a plan fiduciary which is either a bank, savings and loan association, insurance company or registered investment advisor, or (b) the plan has total assets in excess of $5,000,000 or (c) is a self directed plan with investment decisions made solely by Persons that are accredited Subscribers. (describe entity)

_____
_____

The undersigned is a private business development company as defined in section 202(a)(22) of the Investment Advisors Act of 1940. (describe entity)

_____
_____

The undersigned is either a corporation, partnership, Massachusetts business trust, or non-profit organization within the meaning of Section 501(c)(3) of the Internal Revenue Code, in each case not formed for the specific purpose of acquiring the Debentures and with total assets in excess of $5,000,000. (describe entity)

_____
_____

The undersigned is a trust with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the Debentures, where the purchase is directed by a "sophisticated person" as defined in Regulation 506(b)(2)(ii) under the Securities Act.

The undersigned is an entity (other than a trust) all of the equity owners of which are "accredited investors" within one or more of the above categories. If relying upon this Category H alone, each equity owner must complete a separate copy of this Agreement. (describe entity)

_____

The undersigned is not within any of the categories above and is therefore not an accredited investor.

The undersigned agrees that the undersigned will notify the Company at any time on or prior to the Closing Date in the event that the representations and warranties made by the undersigned in this Agreement shall cease to be true, accurate and complete.

SUITABILITY (please answer each question)

(a) For an individual Subscriber, please describe your current employment, including the company by which you are employed and its principal business:

_____

_____

_____

(b) For an individual Subscriber, please describe any college or graduate degrees held by you:

_____

_____

_____

(c) For all Subscribers, please list types of prior investments:

_____

_____

_____

(d) For all Subscribers, please state whether you have you participated in other private placements before:

YES_____ NO_____

(e) If your answer to question (d) above was "YES", please indicate frequency of such prior participation in private placements of:

	Public Companies	Private Companies	Public or Private Companies
Frequently			
Occasionally			
Never			

(f) For individual Subscribers, do you expect your current level of income to significantly decrease in the foreseeable future:

YES_____ NO_____

(g) For trust, corporate, partnership and other institutional Subscribers, do you expect your total assets to significantly decrease in the foreseeable future:

YES_____ NO_____

(h) For all Subscribers, do you have any other investments or contingent liabilities which you reasonably anticipate could cause you to need sudden cash requirements in excess of cash readily available to you:

YES_____ NO_____

(i) For all Subscribers, are you familiar with the risk aspects and the non-liquidity of investments such as the securities for which you seek to subscribe?

YES_____ NO_____

(j) For all Subscribers, do you understand that there is no guarantee of financial return on this investment and that you run the risk of losing your entire investment?

YES_____ NO_____

4. FINRA AFFILIATION.

Are you affiliated or associated with a FINRA member firm (please check one):

Yes _____ No _____

If yes, please describe:

_____

If Subscriber is a Registered Representative with a FINRA member firm, have the following acknowledgment signed by the appropriate party:

The undersigned FINRA member firm acknowledges receipt of the notice required by the Rules of Fair Practice.

_____
Name of FINRA Member Firm

By: _____
Authorized Officer

Date: _____

5. The undersigned is informed of the significance to the Company of the foregoing representations and answers contained in the Confidential Investor Questionnaire and such answers have been provided under the assumption that the Company, its counsel and agents will rely on them.

Sign Name: _____

Print Name: _____

Date: _____

SCHEDULE 6.6
CAPITALIZATION

Common Stock	88,373,000
Preferred Stock	0
Common Stock Warrants	193,650
Options	1,000,000

EXHIBIT 10.2

TELEHEALTHCARE, INC.

INVESTOR SUBSCRIPTION AGREEMENT (the "Subscription Agreement") dated August __, 2017 between **TELEHEALTHCARE, INC.,** a Wyoming corporation (the "Company") and the person or persons executing this Agreement on the last page (the "Subscriber"). All documents mentioned herein are incorporated by reference.

1. **Description of the Offering.** This Subscription Agreement is for shares (the "Shares") of the Company's common stock, par value $0.001 per share (the "Common Stock") at a purchase price of $0.0227 per share. This Company is offering (the "Offering") the Shares, solely to accredited investors who qualify as accredited investors pursuant to the suitability standards for investors described under Regulation D of the Securities Act of 1933, as amended (the "Securities Act") and who have no need for liquidity in their investments. Prior to this Offering there was only a limited public market for the Shares and no assurance can be given that a market will develop, or if developed, that it will be maintained so that any subscribers in this Offering may avail any benefit from the same.

THE SECURITIES OFFERED HEREBY ARE SPECULATIVE AND INVOLVE A HIGH DEGREE OF RISK AND SHOULD NOT BE PURCHASED BY ANYONE WHO CANNOT AFFORD THE LOSS OF THEIR ENTIRE INVESTMENT. THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, OR THE SECURITIES LAWS OF ANY STATE, OR OTHER JURISDICTION AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH LAWS. THESE SECURITIES MAY NOT BE TRANSFERRED, SOLD, PLEDGED, HYPOTHECATED OR ASSIGNED EXCEPT AS PERMITTED UNDER SUCH ACT OR SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM.

2. **Other Terms of the Offering**. The execution of this Subscription Agreement shall constitute an offer by the Subscriber to subscribe for the Shares in the amount and on the terms specified herein. The Subscriber must also complete and execute the Subscriber Questionnaire attached hereto. The Company reserves the right, in its sole discretion, to reject in whole or in part, any subscription offer. If the Subscriber's offer is accepted, the Company will execute a copy of this Subscription Agreement and return it to the Subscriber.

The Subscriber shall deliver the subscription payment by check made payable to "TeleHealthCare, Inc." or wire transfer according to the instructions contained on Schedule A attached hereto:

TeleHealthCare, Inc.
1031 Calle Recodo
Suite B
San Clemente, CA 92673

3. **Acceptance of Subscription**.

The Subscriber understands and agrees that pursuant to Rule 506(c) of Regulation D promulgated under the Securities Act, the Company needs to take reasonable steps to verify that the Subscribers are accredited investors directly or by a third party service and, in its sole discretion, may (i) reject the subscription of any Subscriber, whether or not qualified, in whole or in, part, and (ii) may withdraw the Offering at any time prior to the termination of the Offering. The Company shall have no obligation to accept subscriptions in the order received. This subscription shall become binding only if accepted by the Company.

4. **Representations and Warranties**.

The Subscriber hereby represents and warrants to, and agrees with, the Company as follows:

(a) The Subscriber is either (i) an "accredited investor" as that term is defined in Regulation D promulgated under the Securities Act and as set forth in Exhibit A-1 attached hereto and made a part hereof, or (ii) outside the United States when receiving and executing this Subscription Agreement and the Subscriber is not a U.S. Person as defined in Rule 902 of Regulation S promulgated under the Securities Act and as set forth in Exhibit A-2 attached hereto and made a part hereof;.

(b) The Subscriber is a "sophisticated investor" as that term is defined in Rule 506(b)(2)(ii) of Regulation D promulgated under the Securities Act.

(c) For California and Massachusetts individuals: If the subscriber is a California resident, such subscriber's investment in the Company will not exceed 10% of such subscriber's net worth (or joint net worth with his or her spouse). If the subscriber is a Massachusetts resident, such subscriber's investment in the Company will not exceed 25% of such subscriber's joint net worth with such subscriber's spouse (exclusive of principal residence and its furnishings).

(d) If a natural person, the Subscriber is a bona fide resident of the state or non-United States jurisdiction contained in the address set forth on the Signature Page of this Agreement as the Subscriber's home address, at least 21 years of age, and legally competent to execute this Agreement. If an entity, the Subscriber has its principal offices or principal place of business in the state or non-United States jurisdiction contained in the address set forth on the Signature Page of this Agreement, the individual signing on behalf of the Subscriber is duly authorized to execute this Agreement and this Agreement constitutes the legal, valid and binding obligation of the Subscriber enforceable against the Subscriber in accordance with its terms.

(e) The Subscriber recognizes that the purchase of the Shares involves a high degree of risk including, but not limited to, the following: (a) the Company remains an early stage business with limited operating history and requires substantial funds in addition to the proceeds of the Offering; (b) an investment in the Company is highly speculative, and only investors who can afford the loss of their entire investment should consider investing in the Company and the Shares; (c) the Subscriber may not be able to liquidate its investment; (d) transferability of the Shares is extremely limited; (e) in the event of a disposition, the Subscriber could sustain the loss of its entire investment; (f) the Company has not paid any dividends since its inception and does not anticipate paying any dividends in the foreseeable future; and (g) the Company may issue additional securities in the future which have rights and preferences that are senior to those of the Shares. Without limiting the generality of the representations set forth in herein, the Subscriber represents that the Subscriber has carefully reviewed the "Risk Factors" contained in the Private Placement Memorandum accompanying this Agreement (the "Risk Factors"). The Subscriber has received, read carefully and is familiar with this Agreement and the Risk Factors.

(f) The Subscriber hereby acknowledges receipt and careful review of this Agreement, the Risk Factors and any documents which may have been made available upon request as reflected therein (collectively referred to as the "Offering Materials") and hereby represents that the Subscriber has been furnished by the Company during the course of the Offering with all information regarding the Company, the terms and conditions of the Offering and any additional information that the Subscriber has requested or desired to know, and has been afforded the opportunity to ask questions of and receive answers from duly authorized officers or other representatives of the Company concerning the Company and the terms and conditions of the Offering. The Subscriber has had access to all additional information necessary to verify the accuracy of the information set forth in this Agreement and any other materials furnished herewith, and have taken all the steps necessary to evaluate the merits and risks of an investment as proposed hereunder.

(g) The Subscriber (or the Subscriber's representative) has such knowledge and experience in finance, securities, taxation, investments and other business matters so as to be able to protect the interests of the Subscriber in connection with this transaction, and the Subscriber's investment in the Company hereunder is not material when compared to the Subscriber's total financial capacity.

(h) The Subscriber understands the various risks of an investment in the Company as proposed herein and can afford to bear such risks, including, without limitation, the risks of losing the entire investment.

(i) The Subscriber acknowledges that there has been limited trading in the Company's common stock and there can be no assurance that an active trading market in the Company's common stock will either develop or be maintained and that the Subscriber may find it impossible to liquidate the investment at a time when it may be desirable to do so, or at any other time.

(j) The Subscriber has been advised by the Company that none of the Shares have been registered under the Securities Act, that the Shares will be issued on the basis of the statutory exemption provided by Rule 506(c) of the Securities Act or Regulation D promulgated thereunder or Regulation S promulgated under the Securities Act, or both, relating to transactions by an issuer not involving any public offering and under similar exemptions under certain state securities laws; that this transaction has not been reviewed by, passed on or submitted to any federal or state agency or self-regulatory organization where an exemption is being relied upon; and that the Company's reliance thereon is based in part upon the representations made by the Subscriber in this Agreement.

(k) The Subscriber acknowledges that the Subscriber has been informed by the Company of or is otherwise familiar with, the nature of the limitations imposed by the Securities Act and the rules and regulations thereunder on the transfer of the Shares. In particular, the Subscriber agrees that no sale, assignment or transfer of any of the Shares shall be valid or effective, and the Company shall not be required to give any effect to such a sale, assignment or transfer, unless (i) the sale, assignment or transfer of such Shares is registered under the Securities Act, it being understood that the Shares are not currently registered for sale and that the Company has no obligation or intention to so register the Shares, except as contemplated by the terms of this Agreement or (ii) such Shares are sold, assigned or transferred in accordance with all the requirements and limitations of Rule 144 under the Securities Act (it being understood that Rule 144 is not available at the present time for the sale of the Shares), or (iii) such sale, assignment or transfer is otherwise exempt from registration under the Securities Act. The Subscriber further understands that an opinion of counsel and other documents may be required to transfer the Shares.

(l) The Subscriber acknowledges that the Shares shall be subject to a stop transfer order and the certificate or certificates evidencing any Shares shall bear the following or a substantially similar legend or such other legend as may appear on the forms of Shares and such other legends as may be required by state blue sky laws:

For U.S. Persons:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL TO THE HOLDER (IF REQUESTED BY THE COMPANY), IN A FORM REASONABLY ACCEPTABLE TO THE COMPANY, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD OR ELIGIBLE TO BE SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

For Non-U.S. Persons:

THESE SECURITIES WERE ISSUED IN AN OFFSHORE TRANSACTION TO PERSONS WHO ARE NOT U.S. PERSONS (AS DEFINED HEREIN) PURSUANT TO REGULATION S UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"). ACCORDINGLY, NONE OF THE SECURITIES TO WHICH THIS CERTIFICATE RELATES HAVE BEEN REGISTERED UNDER THE 1933 ACT, OR ANY U.S. STATE SECURITIES LAWS, AND, UNLESS SO REGISTERED, NONE MAY BE OFFERED OR SOLD IN THE UNITED STATES (AS DEFINED HEREIN) OR, DIRECTLY OR INDIRECTLY, TO U.S. PERSONS (AS DEFINED HEREIN) EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND IN EACH CASE ONLY IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS. IN ADDITION, HEDGING TRANSACTIONS INVOLVING THE SECURITIES MAY NOT BE CONDUCTED UNLESS IN ACCORDANCE WITH THE 1933 ACT. "UNITED STATES" AND "U.S. PERSON" ARE AS DEFINED BY REGULATION S UNDER THE 1933 ACT.

(m) The Subscriber will acquire the Shares for the Subscriber's own account (or for the joint account of the Subscriber and the Subscriber's spouse either in joint tenancy, tenancy by the entirety or tenancy in common) for investment and not with a view to the sale or distribution thereof or the granting of any participation therein, and has no present intention of distributing or selling to others any of such interest or granting any participation therein.

(n) No representation, guarantee or warranty has been made to the Subscriber by any broker, the Company, any of the officers, directors, stockholders, employees or agents of either of them, or any other persons, whether expressly or by implication, that: (I) the Company or the Subscriber will realize any given percentage of profits and/or amount or type of consideration, profit or loss as a result of the Company's activities or the Subscriber's investment in the Company; or (II) the past performance or experience of the management of the Company, or of any other person, will in any way indicate the predictable results of the ownership of the Shares or of the Company's activities.

(o) In making the decision to invest in the Shares the Subscriber has relied solely upon the information provided by the Company in the Offering Materials. The Subscriber disclaims reliance on any statements made or information provided by any person or entity in the course of Subscriber's consideration of an investment in the Shares other than the Offering Materials.

(p) The Subscriber is not subscribing for the Shares as a result of or subsequent to any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, or presented at any seminar or meeting, or any solicitation of a subscription by a person other than a representative of the Company with which the Subscriber had a pre-existing relationship in connection with investments in securities generally.

(q) The Subscriber is not relying on the Company with respect to the tax and other economic considerations of an investment.

(r) The Subscriber acknowledges that the representations, warranties and agreements made by the Subscriber herein shall survive the execution and delivery of this Agreement and the purchase of the Shares.

(s) The Subscriber has consulted his own financial, legal and tax advisors with respect to the economic, legal and tax consequences of an investment in the Shares and has not relied on the Offering Materials or the Company, its officers, directors or professional advisors for advice as to such consequences.

(t) If the Subscriber is a non-U.S. Person, the Subscriber has not acquired the Common Stock as a result of, and will not itself engage in, any "directed selling efforts" (as defined in Regulation S under the Securities Act) in the United States in respect of the Common Stock which would include any activities undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the resale of the Common Stock; provided, however, that the Subscriber may sell or otherwise dispose of the Common Stock pursuant to registration thereof under the Securities Act and any applicable state and provincial securities laws or under an exemption from such registration requirements;

(u) If the Subscriber is a non-U.S. Person, the Subscriber acknowledges that the statutory and regulatory basis for the exemption from U.S registration requirements claimed for the offer of the Common Stock, although in technical compliance with Regulation S, would not be available if the offering is part of a plan or scheme to evade the registration provisions of the Securities Act or any applicable state or provincial securities laws;

5. **Indemnification**.

The Subscriber understands the meaning and legal consequences of the representations and warranties contained in Section 4, and agrees to indemnify and hold harmless the Company and each, officer, director, shareholder, employee, agent or representative thereof against any and all loss, damage or liability due to or arising out of a breach of any representation or warranty, or breach or failure to comply with any covenant, of the Subscriber, contained in this Agreement. Notwithstanding any of the representations, warranties, acknowledgments or agreements made herein by the Subscriber, the Subscriber does not thereby or in any other manner waive any rights granted to the Subscriber under federal or state securities laws.

6. **Provisions of Certain State Laws**.

IN MAKING AN INVESTMENT DECISION, SUBSCRIBERS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

7. **Additional Information**.

The Subscriber hereby acknowledges and agrees that the Company may make or cause to be made such further inquiry and obtain such additional information, as they may deem appropriate, with regard to the suitability of the Subscriber.

8. **Risk Factors**.

The Company is in the early stage of development of the Company and is therefore subject to risks and uncertainties. The occurrence of any one or more of these risks or uncertainties could have a material adverse effect on the value of any investment in the Company and the business, prospects, financial position, financial condition or operating results of the Company. Investors should carefully consider these risk factors, together with all of the other information about the Company available in its filings with the Securities and Exchange Commission which are hereby incorporated by reference.

9. **Miscellaneous**.

(a) Irrevocability; Binding Effect. The Subscriber hereby acknowledges and agrees that the subscription hereunder is irrevocable, subject to applicable state securities laws, that the Subscriber is not entitled to cancel, terminate or revoke this Agreement or any agreements of the Subscriber thereunder, and that this Agreement and such other agreements shall survive the death or disability of the Subscriber and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and assigns. If the Subscriber is more than one person, the obligations of the Subscriber hereunder shall be joint and several and the agreements, representations, warranties and acknowledgments herein contained shall be deemed to be made by and be binding upon each such person and his heirs, executors, legal representatives and assigns.

(b) Modification. Neither this Agreement nor any provisions hereof shall be waived, modified, discharged or terminated except by an instrument in writing signed by the party against whom any such waiver, modification, discharge or termination is sought.

(c) Notices. Any notice, demand or other communication which any party hereto may be required, or may elect, to give to any other party hereunder shall be sufficiently given if (a) deposited, postage prepaid, in a United States mail box, stamped registered or certified mail, return receipt requested, addressed to such address as may be listed on the books of the Company, or (b) delivered personally at such address.

(d) Counterparts. This Agreement may be executed through the use of separate signature pages or in any number of counterparts, and each such counterpart shall, for all purposes, constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

(e) Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and there are no representations, covenants or other agreements except as stated or referred to herein.

(f) Severability. Each provision of this Agreement is intended to be severable from every other provision, and the invalidity or illegality of any portion hereof shall not affect the validity or legality of the remainder hereof.

(g) Assignability. This Agreement is not transferable or assignable by the Subscriber.

(h) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming, without regard to conflict of laws principles, as applied to residents of that State executing contracts wholly to be performed in that State.

(i) Choice of Jurisdiction. The parties agree that any action or proceeding arising, directly, indirectly or otherwise, in connection with, out of or from this Agreement, any breach hereof or any transaction covered hereby shall be resolved within the State of New York. Accordingly, the parties consent and submit to the jurisdiction of the United States federal and state courts located within the County of New York, New York.

(*Remainder of page intentionally left blank*.)

IN WITNESS THEREOF, the Subscriber exercises and agrees to be bound by this Agreement by executing the Signature Page attached hereto on the date therein indicated.

SUBSCRIPTION AGREEMENT - SIGNATURE PAGE

By executing this Signature Page, the Subscriber hereby executes, adopts and agrees to all terms, conditions and representations of this Subscription Agreement and acknowledges all requirements are met by the Subscriber to purchase Shares in the Company.

The Subscriber hereby offers to purchase [_____] shares at $0.0227 per share for an aggregate investment of $_____.

Type of ownership:
_____ Individual
_____ Joint Tenants
_____ Tenants by the Entirety
_____ Tenants in Common
_____ Subscribing as Corporation or Partnership
_____ Other

IN WITNESS WHEREOF, the Subscriber has executed this Signature

Page this ___ day of August, 2017.

Exact Name in which Shares are to be Registered	Exact Name in which Shares are to be Registered
Signature	Signature
Print Name	Print Name
Tax/Passport/ID Number:	Tax Identification Number
Mailing Address	Mailing Address
Residence Phone Number	Residence Phone Number
Work Phone Number	Work Phone Number
E-Mail Address	E-Mail Address

TELEHEALTHCARE, INC. hereby accepts the subscription of [_____] Shares as of the ____ day of August, 2017.

TELEHEALTHCARE, INC.

By: _____
Name: Derek Cahill
Title: President

EXHIBIT A-1 - ACCREDITED INVESTOR PAGE FOR U.S. PURCHASERS

The undersigned Purchaser is an "accredited investor" as that term is defined in Regulation D promulgated under the Securities Act and amended by the Dodd-Frank Wall Street Reform and Consumer Protection Act by virtue of being (initial all applicable responses):

_____ A small business investment company licensed by the U.S. Small Business Administration under the *Small Business Investment Company Act of 1958*,

_____ A business development company as defined in the *Investment Company Act of 1940*,

_____ A national or state-chartered commercial bank, whether acting in an individual or fiduciary capacity,

_____ An insurance company as defined in Section 2(13) of the Securities Act,
An investment company registered under the *Investment Company Act of 1940*,

_____ An employee benefit plan within the meaning of Title I of *the Employee Retirement Income Security Act of 1974*, where the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, insurance company, or registered investment advisor, or an employee benefit plan which has total assets in excess of $5,000,000,

_____ A private business development company as defined in Section 202(a)(22) of the *Investment Advisors Act of 1940*,

_____ An organization described in Section 501(c)(3) of the *Internal Revenue Code*, a corporation or a partnership with total assets in excess of $5,000,000,

_____ A natural person whose individual net worth, or joint net worth with that person's spouse, at the time of purchase exceeds $1,000,000. For purposes of this Exhibit A-1, "net worth" means the excess of total assets at fair market value over total liabilities. For purposes of calculating net worth under this section, (i) the primary residence shall not be included as an asset, (ii) to the extent that the indebtedness that is secured by the primary residence is in excess of the fair market value of the primary residence, the excess amount shall be included as a liability, and (iii) if the amount of outstanding indebtedness that is secured by the primary residence exceeds the amount outstanding 60 days prior to the execution of this questionnaire, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability.

_____ Any trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Section 506(b)(2)(ii) of Regulation D,

_____ A natural person who had an individual income in excess of $200,000 in each of the two most recent calendar years, and has a reasonable expectation of reaching the same income level in the current calendar year. For purposes of this Exhibit A-1, "income" means annual adjusted gross income, as reported for federal income tax purposes, plus (i) the amount of any tax-exempt interest income received; (ii) the amount of losses claimed as a limited partner in a limited partnership; (iii) any deduction claimed for depletion; (iv) amounts contributed to an IRA or Keogh retirement plan; (v) alimony paid; and (vi) any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income pursuant to the provisions of Section 1202 of the Internal Revenue Code of 1986, as amended.

_____ A corporation, partnership, trust or other legal entity (as opposed to a natural person) and all of such entity's equity owners fall into one or more of the categories enumerated above. **(Note: additional documentation may be requested)**.

Name of Purchaser (Print)	Name of Joint Purchaser (if any) (Print)
Signature of Purchaser	Signature of Joint Purchaser (if any)
Capacity of Signatory (for entities)	Date

EXHIBIT A-2 - REGULATION S PAGE
FOR NON-U.S. PURCHASERS

The undersigned Purchaser (a "Reg S Person") is not a U.S. Person as defined in Section 902 of Regulation S promulgated under the Securities Act, and hereby represents that the representations in paragraphs (1) through (9) are true and correct with respect to such Reg S Person.

(1) Such Reg S Person acknowledges and warrants that (i) the issuance and sale to such Reg S Person of the Securities is intended to be exempt from the registration requirements of the Securities Act, pursuant to the provisions of Regulation S; (ii) it is not a "U.S. Person," as such term is defined in Regulation S and herein, and is not acquiring the Securities for the account or benefit of any U.S. Person; and (iii) the offer and sale of the Securities has not taken place, and is not taking place, within the United States of America or its territories or possessions. Such Reg S Person acknowledges that the offer and sale of the Securities has taken place, and is taking place in an "offshore transaction," as such term is defined in Regulation S.

(2) Such Reg S Person acknowledges and agrees that, pursuant to the provisions of Regulation S, the Securities cannot be sold, assigned, transferred, conveyed, pledged or otherwise disposed of to any U.S. Person or within the United States of America or its territories or possessions for a period of one year from and after the Closing Date, unless such Securities are registered for sale in the United States pursuant to an effective registration statement under the Securities Act or another exemption from such registration is available. Such Reg S Person acknowledges that it has not engaged in any hedging transactions with regard to the Securities.

(3) Such Reg S Person consents to the placement of a legend on any certificate, note or other document evidencing the Securities and understands that the Company shall be required to refuse to register any transfer of Securities not made in accordance with applicable U.S. securities laws.

(4) Such Reg S Person is not a "distributor" of securities, as that term is defined in Regulation S, nor a dealer in securities. Such Reg S Person is purchasing the Securities as principal for its own account, for investment purposes only and not with an intent or view towards further sale or distribution (as such term is used in Section 2(11) of the Securities Act) thereof, and has not pre-arranged any sale with any other purchaser and has no plans to enter into any such agreement or arrangement.

(5) Such Reg S Person is not an Affiliate of the Company nor is any Affiliate of such Reg S Person an Affiliate of the Company. An "Affiliate" is an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind (each of the foregoing, a "Person") that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person as such terms are used in and construed under Rule 405 under the Securities Act. With respect to a Reg S Person, any investment fund or managed account that is managed on a discretionary basis by the same investment manager as such Reg S Person will be deemed to be an Affiliate of such Reg S Person.

(6) Such Reg S Person understands that the Securities have not been registered under the Securities Act or the securities laws of any state and are subject to substantial restrictions on resale or transfer. The Securities are "restricted securities" within the meaning of Regulation S and Rule 144, promulgated under the Securities Act.

(7) Such Reg S Person acknowledges that the Securities may only be sold offshore in compliance with Regulation S or pursuant to an effective registration statement under the Securities Act or another exemption from such registration, if available. In connection with any resale of the Securities pursuant to Regulation S, the Company will not register a transfer not made in accordance with Regulation S, pursuant to an effective registration statement under the Securities Act or in accordance with another exemption from the Securities Act.

(8) Such Reg S Person represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with the offering of the Securities, including: (a) the legal requirements within its jurisdiction for the purchase of the Securities; (b) any foreign exchange restrictions applicable to such purchase; (c) any governmental or other consents that may need to be obtained; and (d) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale or transfer of the Securities. Such Reg S person's subscription and payment for, and its continued beneficial ownership of the Securities, will not violate any applicable securities or other laws of the jurisdiction of its residence.

(9) Such Reg S Person makes the representations, declarations and warranties as contained in this Exhibit A-2 with the intent that the same shall be relied upon by the Company in determining its suitability as a purchaser of such Securities.

Name of Purchaser (Print)	Name of Joint Purchaser (if any) (Print)
Signature of Purchaser	Signature of Joint Purchaser (if any)
Capacity of Signatory (for entities)	Date

EXHIBIT 99.1

HeadTrainer Acquired by Telehealthcare, Targets Athletes with Mobile App Platform

FOR IMMEDIATE RELEASE

SAN CLEMENTE, CA – 09/13/2017– San Clemente, CA based Telehealthcare, Inc. (OTC PINK: TLLT) ("Telehealthcare", or the "Company"), has announced its acquisition of HeadTrainer, Inc. a North Carolina-based technology and cognitive training company for athletes.

Telehealthcare will immediately begin to operate under the HeadTrainer brand name. Bob Finigan will become the Company's new Chairman and CEO and Derek Cahill has resigned from all positions in the Company, including Director and CEO. In connection with the merger agreement, the Company was restructured from 153,878,000 common shares issued and outstanding, to approximately 93,373,000 common shares issued and outstanding, which includes 52,500,000 common shares issued to the HeadTrainer shareholders pursuant to the agreement and plan of merger with HeadTrainer, Inc.

The HeadTrainer app provides athletes of all ages and skill levels, the ability to potentially improve cognitive skills through sports themed games, providing users with endorsements and tips from world-class athletes. The app has the potential to improve focus and concentration, helps with visual-spatial awareness, improves decision making and problem solving and can decrease the amount of time it takes a person to complete a mental task.

Mr. Finigan stated, "HeadTrainer is a mobile gaming platform that helps athletes of all ages improve their performance through the enhancement of their cognitive skills. The cognitive training market is expected to reach $7.5 billion in annual revenues by 2020 (source: http://www.prnewswire.com/news-releases/cognitive-assessment-and-training-market-worth-75-billion-usd-by-2020-523210281.html). With our sports-themed games, professional athlete endorsers, and our scientific partners, we believe HeadTrainer is well positioned for growth in this expanding marketplace."

Mr. Cahill stated, "Training, cognitive learning and mobile gaming markets are already well established with proven revenue models."

About HeadTrainer, Inc.

Designed and developed in careful coordination with a team of professionals from the fields of science and medicine, the HeadTrainer App is a series of ever-changing, mental workouts that take place in fun, challenging, sports-themed digital environments. The workouts are designed to help athletes, of all ages and skills, assess and improve their cognitive skills. World-class athletes from a variety of sports are part of Team HeadTrainer. The company is based in Charlotte, N.C. Visit www.headtrainer.com for more information.

Cautionary Statement Regarding Forward-Looking Statements

Statements in this Press Release contain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934, as amended. These statements are based on many assumptions and estimates and are not guarantees of future performance. These statements may involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements including statements regarding expected benefits of the merger. Actual results could differ materially from those projected or forecast in such forward-looking statements. Readers are cautioned not to place undue reliance on these forward-looking statements that speak only as of the date hereof. Telehealthcare, Inc. assumes no obligation to publicly update or revise these forward-looking statements for any reason, or to update the reasons actual results could differ materially from those anticipated in these forward-looking statements, even if new information becomes available in the future. Our actual results may differ materially from the results anticipated in these forward-looking statements due to a variety of factors, including, without limitation those set forth as "Risk Factors" in our filings with the Securities and Exchange Commission ("SEC"). There may be other factors not mentioned above or included in the Company's SEC filings that may cause actual results to differ materially from those projected in any forward-looking statement.

Contact:

HeadTrainer, Inc.
Email: info@headtrainer.com