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

FORM 10–Q

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended **June 30, 2018**

or

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

For the transition period from [ ] to [ ]

Commission file number: 000-55768

HealthLynked Corp.
(Exact name of registrant as specified in its charter)

Nevada	**47-1634127**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

1726 Medical Blvd Suite 101, Naples, Florida 34110
(Address of principal executive offices)

239-513-1992
(Registrant's telephone number, including area code)

(Former name, former address and former fiscal year, if changed since last report)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

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

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☒
		Emerging growth company	☒

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

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of August 14, 2018, there were 81,975,927 shares of the issuer's common stock, par value $0.0001, outstanding.

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PART I. FINANCIAL INFORMATION

Item 1. Financial Statements

HEALTHLYNKED CORP.
CONDENSED CONSOLIDATED BALANCE SHEETS

	June 30, 2018	December 31, 2017
ASSETS	*(unaudited)*	
Current Assets		
Cash	$ 38,227	$ 50,006
Accounts receivable, net	141,853	113,349
Prepaid expenses	265,770	81,892
Deferred offering costs	178,421	121,620
Total Current Assets	624,271	366,867
Property, plant and equipment, net of accumulated depreciation of $740,449 and $728,391 as of June 30, 2018 and December 31, 2017, respectively	51,519	63,376
Deposits	9,540	9,540
Total Assets	$ 685,330	$ 439,783
LIABILITIES AND SHAREHOLDERS' DEFICIT		
Current Liabilities		
Accounts payable and accrued expenses	$ 289,172	$ 253,514
Capital lease, current portion	19,877	18,348
Due to related party, current portion	396,453	363,845
Notes payable to related party, current portion	---	553,550
Notes payable, net of original issue discount and debt discount of $23,940 and $26,881 as of June 30, 2018 and December 31, 2017, respectively	61,869	70,186
Convertible notes payable, net of original issue discount and debt discount of $689,883 and $266,642 as of June 30, 2018 and December 31, 2017, respectively	350,867	811,858
Derivative financial instruments	1,389,689	398,489
Total Current Liabilities	2,507,927	2,469,790
Long-Term Liabilities		
Capital leases, long-term portion	12,232	21,406
Notes payable to related party, long term portion	665,452	---
Convertible notes payable, long term portion	795,233	---
Total Liabilities	3,980,844	2,491,196
Shareholders' Deficit		
Common stock, par value $0.0001 per share, 500,000,000 shares authorized, 77,949,491 and 72,302,937 shares issued and outstanding as of June 30, 2018 and December 31, 2017, respectively	7,795	7,230
Common stock issuable, $0.0001 par value; 18,021 and 122,101 shares as of June 30, 2018 and December 31, 2017, respectively	3,937	8,276
Additional paid-in capital	3,789,341	2,638,311
Accumulated deficit	(7,096,587)	(4,705,230)
Total Shareholders' Deficit	(3,295,514)	(2,051,413)
Total Liabilities and Shareholders' Deficit	$ 685,330	$ 439,783

See the accompanying notes to these Unaudited Condensed Consolidated Financial Statements

HEALTHLYNKED CORP.
CONDENSED CONSOLIDATED STATEMENT OF OPERATIONS
(UNAUDITED)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2018	**2017**	**2018**	**2017**
Revenue				
Patient service revenue, net	$ 566,320	$ 516,798	$ 1,211,959	$ 992,916
Operating Expenses				
Salaries and benefits	618,143	495,131	1,178,999	963,005
General and administrative	552,583	498,378	1,127,411	888,404
Depreciation and amortization	6,029	5,859	12,058	11,567
Total Operating Expenses	1,176,755	999,368	2,318,468	1,862,976
(Loss) income from operations	(610,435)	(482,570)	(1,106,509)	(870,060)
Other Income (Expenses)				
Gain (loss) on extinguishment of debt	16,864	---	(308,359)	---
Change in fair value of debt	(25,452)	---	(83,398)	---
Financing cost	(248,443)	---	(440,505)	---
Amortization of original issue and debt discounts on notes payable and convertible notes	(244,563)	(58,524)	(399,398)	(130,568)
Change in fair value of derivative financial instrument	52,786	---	38,165	---
Interest expense	(51,006)	(20,210)	(91,353)	(37,797)
Total other expenses	(499,814)	(78,734)	(1,284,848)	(168,365)
Net loss before provision for income taxes	(1,110,249)	(561,304)	(2,391,357)	(1,038,425)
Provision for income taxes	---	---	---	---
Net loss	$ (1,110,249)	$ (561,304)	$ (2,391,357)	$ (1,038,425)
Net loss per share, basic and diluted:				
Basic	$ (0.01)	$ (0.01)	$ (0.03)	$ (0.02)
Fully diluted	$ (0.01)	$ (0.01)	$ (0.03)	$ (0.02)
Weighted average number of common shares:				
Basic	75,871,643	69,411,880	74,397,741	68,028,225
Fully diluted	75,871,643	69,411,880	74,397,741	68,028,225

See the accompanying notes to these Unaudited Condensed Consolidated Financial Statements

HEALTHLYNKED CORP.
CONDENSED CONSOLIDATED STATEMENT OF CHANGES IN SHAREHOLDERS' DEFICIT
SIX MONTHS ENDED JUNE 30, 2018
(UNAUDITED)

	Number of Shares Common Stock	Common Stock	Common Stock Issuable	Additional Paid-in Capital	Accumulated Deficit	Total Shareholders' Deficit
	(#)	*($)*	*($)*	*($)*	*($)*	*($)*
Balance at December 31, 2017	**72,302,937**	**7,230**	**8,276**	**2,638,311**	**(4,705,230)**	**(2,051,413)**
Sale of common stock	5,105,657	511	---	498,971	---	499,482
Fair value of warrants allocated to proceeds of common stock	---	---	---	146,021	---	146,021
Fair value of warrants issued to extend related party notes payable	---	---	---	337,467	---	337,467
Fair value of warrants issued to extend convertible notes payable	---	---	---	10,199	---	10,199
Fair value of warrants issued for professional services	---	---	---	115,125	---	115,125
Consultant fees payable with common shares and warrants	277,147	28	(4,331)	31,659	---	27,356
Shares and options issued pursuant to employee equity incentive plan	263,750	26	(8)	11,588	---	11,606
Net loss	---	---	---	---	(2,391,357)	(2,391,357)
Balance at June 30, 2018	**77,949,491**	**7,795**	**3,937**	**3,789,341**	**(7,096,587)**	**(3,295,514)**

See the accompanying notes to these Unaudited Condensed Consolidated Financial Statements

HEALTHLYNKED CORP.
CONDENSED CONSOLIDATED STATEMENT OF CASH FLOWS
(UNAUDITED)

	Six Months Ended June 30, 2018	Six Months Ended June 30, 2017
Cash Flows from Operating Activities		
Net loss	$ (2,391,357)	$ (1,038,425)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation	12,058	11,567
Stock based compensation, including amortization of prepaid fees	97,286	48,650
Amortization of original issue discount and debt discount on convertible notes	399,398	130,568
Financing cost	440,505	---
Change in fair value of derivative financial instrument	(38,165)	---
Loss on extinguishment of debt	308,359	---
Change in fair value of debt	83,398	---
Changes in operating assets and liabilities:		
Accounts receivable	(28,504)	2,273
Prepaid expenses and deposits	(183,878)	15,921
Accounts payable and accrued expenses	45,345	3,322
Due to related party, current portion	32,608	16,488
Net cash used in operating activities	(1,222,947)	(809,636)
Cash Flows from Investing Activities		
Acquisition of property and equipment	(201)	(7,046)
Net cash used in investing activities	(201)	(7,046)
Cash Flows from Financing Activities		
Proceeds from sale of common stock	645,503	520,000
Proceeds from issuance of convertible notes	805,500	100,000
Repayment of convertible notes	(284,682)	
Proceeds from related party loans	101,450	177,470
Repayment of related party loans	(9,000)	(11,192)
Proceeds from notes payable and bank loans	73,500	---
Repayment of notes payable and bank loans	(113,257)	
Payments on capital leases	(7,645)	(9,174)
Net cash provided by financing activities	1,211,369	777,104
Net decrease in cash	(11,779)	(39,578)
Cash, beginning of period	50,006	58,716
Cash, end of period	$ 38,227	$ 19,138
Supplemental disclosure of cash flow information:		
Cash paid during the period for interest	$ 9,978	$ 699
Cash paid during the period for income tax	---	---
Schedule of non-cash investing and financing activities:		
Fair value of warrants issued to extend maturity date of convertible notes payable, recognized as discount against convertible notes payable	10,199	7,506
Fair value of beneficial conversion feature and original issue discount allocated to proceeds of convertible notes payable	1,246,005	66,190
Common stock issuable issued during period	54	---
Derivative liabilities written off with repayment of convertible notes payable	216,640	---
Fair value of warrants issued to extend related party notes payable	337,466	---
Fair of warrants issued for professional service	94,844	---
Fair value of warrants issued pursuant to Amended Investment Agreement	---	153,625

See the accompanying notes to these Unaudited Condensed Consolidated Financial Statements

HEALTHLYNKED CORP.
NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2018 AND 2017
(UNAUDITED)

NOTE 1 – BUSINESS AND BUSINESS PRESENTATION

HealthLynked Corp., a Nevada corporation (the "Company" or "HLYK") filed its Articles of Incorporation on August 4, 2014. On September 3, 2014 HLYK filed Amended Articles of Incorporation clarifying that the total authorized shares of 250,000,000 shares are broken up between 230,000,000 common shares and 20,000,000 preferred shares. On February 5, 2018, the Company filed the amendment with the Secretary of State of Nevada to increase the amount of authorized shares of common stock to 500,000,000 shares.

On September 5, 2014, HLYK entered into a share exchange agreement (the "Share Exchange Agreement") with Naples Women's Center LLC ("NWC"), a Florida Limited Liability Company ("LLC"), acquiring 100% of the LLC membership units of NWC through the issuance of 50,000,000 shares of HLYK common stock to the members of NWC (the "Restructuring").

NWC is a multi-specialty medical group including OB/GYN (both Obstetrics and Gynecology), and General Practice located in Naples, Florida.

HLYK operates an online personal medical information and record archive system, the "HealthLynked Network", which enables patients and doctors to keep track of medical information via the Internet in a cloud based system. Patients complete a detailed online personal medical history including past surgical history, medications, allergies, and family history. Once this information is entered patients and their treating physicians are able to update the information as needed to provide a comprehensive medical history.

These unaudited condensed consolidated financial statements reflect all adjustments including normal recurring adjustments, which, in the opinion of management, are necessary to present fairly the financial position, results of operations and cash flows for the periods presented in accordance with the GAAP. These unaudited condensed consolidated financial statements should be read in conjunction with the Company's consolidated financial statements and notes thereto for the years ended December 31, 2017 and 2016, respectively, which are included in the Company's Form 10-K filed with the United States Securities and Exchange Commission on April 2, 2018. The Company assumes that the users of the interim financial information herein have read, or have access to, the audited consolidated financial statements for the preceding period, and that the adequacy of additional disclosure needed for a fair presentation may be determined in that context. The results of operations for the three and six months ended June 30, 2018 are not necessarily indicative of results for the entire year ending December 31, 2018.

All significant intercompany transactions and balances have been eliminated upon consolidation. In addition, certain amounts in the prior periods' consolidated financial statements have been reclassified to conform to the current period presentation.

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES

A summary of the significant accounting policies applied in the presentation of the accompanying condensed consolidated financial statements follows:

Basis of Presentation

The accompanying unaudited condensed consolidated financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America ("US GAAP").

All amounts referred to in the notes to the condensed consolidated financial statements are in United States Dollars ($) unless stated otherwise.

Use of Estimates

The preparation of the condensed consolidated financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the condensed consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates. Significant estimates include assumptions about collection of accounts receivable, the valuation and recognition of stock-based compensation expense, valuation allowance for deferred tax assets and useful life of fixed assets.

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Patient Service Revenue

Patient service revenue is reported at the amount that reflects the consideration to which the Company expects to be entitled in exchange for providing patient care. These amounts are due from patients and third-party payors (including health insurers and government programs) and includes variable consideration for retroactive revenue adjustments due to settlement of audits, reviews, and investigations. Generally, the Company bills patients and third-party payors within days after the services are performed and/or the patient is discharged from the facility. Revenue is recognized as performance obligations are satisfied.

Performance obligations are determined based on the nature of the services provided by the Company. Revenue for performance obligations satisfied over time is recognized based on actual charges incurred in relation to total expected charges. The Company believes that this method provides a faithful depiction of the transfer of services over the term of the performance obligation based on the inputs needed to satisfy the obligation. Revenue for performance obligations satisfied at a point in time is recognized when goods or services are provided and the Company does not believe it is required to provide additional goods or services to the patient.

The Company determines the transaction price based on standard charges for goods and services provided, reduced by contractual adjustments provided to third-party payors, discounts provided to uninsured patients in accordance with the Company's policy, and/or implicit price concessions provided to uninsured patients. The Company determines its estimates of contractual adjustments and discounts based on contractual agreements, its discount policies, and historical experience. The Company determines its estimate of implicit price concessions based on its historical collection experience with this class of patients.

Agreements with third-party payors typically provide for payments at amounts less than established charges. A summary of the payment arrangements with major third-party payors follows:

- **Medicare:** Certain inpatient acute care services are paid at prospectively determined rates per discharge based on clinical, diagnostic and other factors. Certain services are paid based on cost-reimbursement methodologies subject to certain limits. Physician services are paid based upon established fee schedules. Outpatient services are paid using prospectively determined rates.

- **Medicaid:** Reimbursements for Medicaid services are generally paid at prospectively determined rates per discharge, per occasion of service, or per covered member.

- **Other:** Payment agreements with certain commercial insurance carriers, health maintenance organizations, and preferred provider organizations provide for payment using prospectively determined rates per discharge, discounts from established charges, and prospectively determined daily rates.

Laws and regulations concerning government programs, including Medicare and Medicaid, are complex and subject to varying interpretation. As a result of investigations by governmental agencies, various health care organizations have received requests for information and notices regarding alleged noncompliance with those laws and regulations, which, in some instances, have resulted in organizations entering into significant settlement agreements. Compliance with such laws and regulations may also be subject to future government review and interpretation as well as significant regulatory action, including fines, penalties, and potential exclusion from the related programs. There can be no assurance that regulatory authorities will not challenge the Company's compliance with these laws and regulations, and it is not possible to determine the impact, if any, such claims or penalties would have upon the Company. In addition, the contracts the Company has with commercial payors also provide for retroactive audit and review of claims.

Settlements with third-party payors for retroactive adjustments due to audits, reviews or investigations are considered variable consideration and are included in the determination of the estimated transaction price for providing patient care. These settlements are estimated based on the terms of the payment agreement with the payor, correspondence from the payor and the Company's historical settlement activity, including an assessment to ensure that it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur when the uncertainty associated with the retroactive adjustment is subsequently resolved. Estimated settlements are adjusted in future periods as adjustments become known, or as years are settled or are no longer subject to such audits, reviews, and investigations.

HEALTHLYNKED CORP.
NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2018 AND 2017
(UNAUDITED)

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

The Company also provides services to uninsured patients, and offers those uninsured patients a discount, either by policy or law, from standard charges. The Company estimates the transaction price for patients with deductibles and coinsurance and from those who are uninsured based on historical experience and current market conditions. The initial estimate of the transaction price is determined by reducing the standard charge by any contractual adjustments, discounts, and implicit price concessions. Subsequent changes to the estimate of the transaction price are generally recorded as adjustments to patient service revenue in the period of the change.

Cash and Cash Equivalents

For financial statement purposes, the Company considers all highly-liquid investments with original maturities of three months or less to be cash and cash equivalents.

Accounts Receivable

Trade receivables are carried at their estimated collectible amounts. Trade credit is generally extended on a short-term basis; thus trade receivables do not bear interest. Trade accounts receivable are periodically evaluated for collectability based on past collectability of the insurance companies, government agencies, and customers' accounts receivable during the related period which generally approximates 45% of total billings. Trade accounts receivable are recorded at this net amount. As of June 30, 2018 and December 31, 2017, the Company's gross accounts receivable were $286,728 and $269,501, respectively, and net accounts receivable were $141,853 and $113,349, respectively, based upon net reporting of accounts receivable.

Capital Leases

Costs associated with capitalized leases are capitalized and depreciated ratably over the term of the related useful life of the asset and/or the capital lease term. The related depreciation was $4,587 and $4,587 for the three months ended June 30, 2018 and 2017, respectively, and $9,174 and $9,174 for the six months ended June 30, 2018 and 2017, respectively. Accumulated depreciation of capitalized leases was $312,912 and $303,738 at June 30, 2018 and December 31, 2017, respectively.

Concentrations of Credit Risk

The Company's financial instruments that are exposed to a concentration of credit risk are cash and accounts receivable. There are no patients/customers that represent 10% or more of the Company's revenue or accounts receivable. Generally, the Company's cash and cash equivalents are in checking accounts.

Property and Equipment

Property and equipment are stated at cost. When retired or otherwise disposed, the related carrying value and accumulated depreciation are removed from the respective accounts and the net difference less any amount realized from disposition, is reflected in earnings. For consolidated financial statement purposes, property and equipment are recorded at cost and depreciated using the straight-line method over their estimated useful lives of 5 to 7 years. The cost of repairs and maintenance is expensed as incurred; major replacements and improvements are capitalized.

The Company examines the possibility of decreases in the value of fixed assets when events or changes in circumstances reflect the fact that their recorded value may not be recoverable. The Company recognizes an impairment loss when the sum of expected undiscounted future cash flows is less than the carrying amount of the asset. The amount of impairment is measured as the difference between the asset's estimated fair value and its book value. There was no impairment as of June 30, 2018 and December 31, 2017.

HEALTHLYNKED CORP.
NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
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NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Convertible Notes

Convertible notes are regarded as compound instruments, consisting of a liability component and an equity component. The component parts of compound instruments are classified separately as financial liabilities and equity in accordance with the substance of the contractual arrangement. At the date of issue, the fair value of the liability component is estimated using the prevailing market interest rate for a similar non-convertible instrument. This amount is recorded as a liability on an amortized cost basis until extinguished upon conversion or at the instrument's maturity date. The equity component is determined by deducting the amount of the liability component from the fair value of the compound instrument as a whole. This is recognized as additional paid-in capital and included in equity, net of income tax effects, and is not subsequently remeasured. After initial measurement, they are carried at amortized cost using the effective interest method. Convertible notes for which the maturity date has been extended and that qualify for debt extinguishment treatment are recorded at fair value on the extinguishment date and then revalue at the end of each reporting period, with the change recorded to the statement of operations under "Change in Fair Value of Debt."

Derivative Financial Instruments

The Company reviews the terms of convertible debt, equity instruments and other financing arrangements to determine whether there are embedded derivative instruments, including embedded conversion options that are required to be bifurcated and accounted for separately as a derivative financial instrument. Also, in connection with the issuance of financing instruments, the Company may issue freestanding options or warrants that may, depending on their terms, be accounted for as derivative instrument liabilities, rather than as equity. Derivative financial instruments are initially measured at their fair value. For derivative financial instruments that are accounted for as liabilities, the derivative instrument is initially recorded at its fair value and is then re-valued at each reporting date, with changes in the fair value reported as charges or credits to income. To the extent that the initial fair values of the freestanding and/or bifurcated derivative instrument liabilities exceed the total proceeds received, an immediate charge to income is recognized, in order to initially record the derivative instrument liabilities at their fair value. The discount from the face value of convertible debt instruments resulting from allocating some or all of the proceeds to the derivative instruments is amortized over the life of the instrument through periodic charges to income.

The classification of derivative instruments, including whether such instruments should be recorded as liabilities or as equity, is reassessed at the end of each reporting period. If reclassification is required, the fair value of the derivative instrument, as of the determination date, is reclassified. Any previous charges or credits to income for changes in the fair value of the derivative instrument are not reversed. Derivative instrument liabilities are classified in the balance sheet as current or non-current based on whether or not net-cash settlement of the derivative instrument could be required within twelve months of the balance sheet date. The Company does not use derivative instruments to hedge exposures to cash flow, market, or foreign currency risks.

Fair Value of Assets and Liabilities

Fair value is the price that would be received from the sale of an asset or paid to transfer a liability (i.e. an exit price) in the principal or most advantageous market in an orderly transaction between market participants. In determining fair value, the accounting standards have established a three-level hierarchy that distinguishes between (i) market data obtained or developed from independent sources (i.e., observable data inputs) and (ii) a reporting entity's own data and assumptions that market participants would use in pricing an asset or liability (i.e., unobservable data inputs). Financial assets and financial liabilities measured and reported at fair value are classified in one of the following categories, in order of priority of observability and objectivity of pricing inputs:

- *Level 1* – Fair value based on quoted prices in active markets for identical assets or liabilities

- *Level 2* – Fair value based on significant directly observable data (other than Level 1 quoted prices) or significant indirectly observable data through corroboration with observable market data. Inputs would normally be (i) quoted prices in active markets for similar assets or liabilities, (ii) quoted prices in inactive markets for identical or similar assets or liabilities or (iii) information derived from or corroborated by observable market data.

- *Level 3* – Fair value based on prices or valuation techniques that require significant unobservable data inputs. Inputs would normally be a reporting entity's own data and judgments about assumptions that market participants would use in pricing the asset or liability

HEALTHLYNKED CORP.
NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
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(UNAUDITED)

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

The fair value measurement level for an asset or liability is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques should maximize the use of observable inputs and minimize the use of unobservable inputs.

Stock-Based Compensation

The Company accounts for stock based compensation under ASC 718 "Compensation – Stock Compensation" using the fair value based method. Under this method, compensation cost is measured at the grant date based on the value of the award and is recognized over the service period, which is usually the vesting period. This guidance establishes standards for the accounting for transactions in which an entity exchanges it equity instruments for goods or services. It also addresses transactions in which an entity incurs liabilities in exchange for goods or services that are based on the fair value of the entity's equity instruments or that may be settled by the issuance of those equity instruments.

The Company uses the fair value method for equity instruments granted to non-employees and use the Black-Scholes model for measuring the fair value of options. The stock based fair value compensation is determined as of the date of the grant or the date at which the performance of the services is completed (measurement date) and is recognized over the vesting periods.

Income Taxes

The Company follows Accounting Standards Codification subtopic 740-10, Income Taxes ("ASC 740-10") for recording the provision for income taxes. Deferred tax assets and liabilities are computed based upon the difference between the financial statement and income tax basis of assets and liabilities using the enacted marginal tax rate applicable when the related asset or liability is expected to be realized or settled. Deferred income tax expenses or benefits are based on the changes in the asset or liability during each period. If available evidence suggests that it is more likely than not that some portion or all of the deferred tax assets will not be realized, a valuation allowance is required to reduce the deferred tax assets to the amount that is more likely than not to be realized. Future changes in such valuation allowance are included in the provision for deferred income taxes in the period of change. Deferred income taxes may arise from temporary differences resulting from income and expense items reported for financial accounting and tax purposes in different periods. Deferred taxes are classified as current or non-current, depending on the classification of assets and liabilities to which they relate. Deferred taxes arising from temporary differences that are not related to an asset or liability are classified as current or non-current depending on the periods in which the temporary differences are expected to reverse and are considered immaterial.

Recurring Fair Value Measurements

The carrying value of the Company's financial assets and financial liabilities is their cost, which may differ from fair value. The carrying value of cash held as demand deposits, money market and certificates of deposit, marketable investments, accounts receivable, short-term borrowings, accounts payable, accrued liabilities, and derivative financial instruments approximated their fair value.

Net Income (Loss) per Share

Basic net income (loss) per common share is computed by dividing net income (loss) by the weighted average number of shares of common stock outstanding during the period. During the three and six month periods ended June 30, 2018 and 2017, the Company reported a net loss and excluded all outstanding stock options, warrants and other dilutive securities from the calculation of diluted net loss per common share because inclusion of these securities would have been anti-dilutive. As of June 30, 2018 and 2017, potentially dilutive securities were comprised of (i) 30,486,790 and 18,566,389 warrants outstanding, respectively, (ii) 2,507,996 and 2,349,996 stock options outstanding, respectively, (iii) 13,238,582 and 7,692,143 shares issuable upon conversion of convertible notes, respectively, and (iv) 440,000 and 622,500 unissued shares subject to future vesting requirements granted pursuant to the Company's Employee Incentive Plan.

HEALTHLYNKED CORP.
NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2018 AND 2017
(UNAUDITED)

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Common stock awards

The Company grants common stock awards to non-employees in exchange for services provided. The Company measures the fair value of these awards using the fair value of the services provided or the fair value of the awards granted, whichever is more reliably measurable. The fair value measurement date of these awards is generally the date the performance of services is complete. The fair value of the awards is recognized on a straight-line basis as services are rendered. The share-based payments related to common stock awards for the settlement of services provided by non-employees is recorded on the consolidated statement of comprehensive loss in the same manner and charged to the same account as if such settlements had been made in cash.

Warrants

In connection with certain financing, consulting and collaboration arrangements, the Company has issued warrants to purchase shares of its common stock. The outstanding warrants are standalone instruments that are not puttable or mandatorily redeemable by the holder and are classified as equity awards. The Company measures the fair value of the awards using the Black-Scholes option pricing model as of the measurement date. Warrants issued in conjunction with the issuance of common stock are initially recorded at fair value as a reduction in additional paid-in capital of the common stock issued. All other warrants are recorded at fair value as expense over the requisite service period or at the date of issuance, if there is not a service period. Warrants granted in connection with ongoing arrangements are more fully described in Note 11, *Shareholders' Deficit.*

Business Segments

The Company uses the "management approach" to identify its reportable segments. The management approach designates the internal organization used by management for making operating decisions and assessing performance as the basis for identifying the Company's reportable segments. Using the management approach, the Company determined that it has one operating segment due to business similarities and similar economic characteristics.

Recent Accounting Pronouncements

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers — Topic 606*, which supersedes the revenue recognition requirements in FASB ASC 605. The new guidance primarily states that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods and services. In January 2017 and September 2017, the FASB issued several amendments to ASU 2014-09, including updates stemming from SEC Accounting Staff Announcement in July 2017. The amendments and updates included clarification on accounting for principal versus agent considerations (i.e., reporting gross versus net), licenses of intellectual property and identification of performance obligations. These amendments and updates do not change the core principle of the standard, but provide clarity and implementation guidance. The Company adopted this standard on January 1, 2018 and selected the modified retrospective transition method. The Company has modified its accounting policies to reflect the requirements of this standard, however, the planned adoption did not materially impact the Company's financial statements and related disclosures.

In January 2016, the FASB issued ASU No. 2016-01, *Financial Instruments — Overall: Recognition and Measurement of Financial Assets and Financial Liabilities.* The guidance affects the accounting for equity investments, financial liabilities under the fair value option and the presentation and disclosure requirements of financial instruments. The guidance is effective in the first quarter of fiscal 2019. Early adoption is permitted for the accounting guidance on financial liabilities under the fair value option. The Company is currently evaluating the impact of the new guidance on its financial statements.

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)* and subsequently amended the guidance relating largely to transition considerations under the standard in January 2017. The objective of this update is to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the balance sheet and disclosing key information about leasing arrangements. This ASU is effective for fiscal years beginning after December 15, 2018, including interim periods within those annual periods and is to be applied utilizing a modified retrospective approach. The Company is currently evaluating the new guidance to determine the impact it may have on its financial statements.

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NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

In August 2016, the FASB issued ASC Update No. 2016-15, (Topic 230) Classification of Certain Cash Receipts and Cash Payments. This ASC update provides specific guidance on the presentation of certain cash flow items where there is currently diversity in practice, including, but not limited to, debt prepayment or debt extinguishment costs, contingent consideration payments made after a business combination, proceeds from the settlement of insurance claims, and distributions received from equity method investees. The updated guidance is effective for interim and annual periods beginning after December 15, 2017, and should be applied retrospectively unless impracticable. The Company implemented this guidance effective January 1, 2018. The adoption of ASC Update No. 2016-15 did not have a significant impact on the Company's statement of cash flows.

In November 2016, the FASB issued ASU No. 2016-18, *Statement of Cash Flows (Topic 230): Restricted Cash*. The objective of this ASU is to eliminate the diversity in practice related to the classification of restricted cash or restricted cash equivalents in the statement of cash flows. For public business entities, this ASU is effective for annual and interim reporting periods beginning after December 15, 2017, with early adoption permitted. The amendments in this update should be applied retrospectively to all periods presented. The Company will adopt this standard on January 1, 2018 and will not have a material impact on the Company's financial statements.

In January 2017, the FASB issued ASC Update No. 2017-01, (Topic 805) Business Combinations – Clarifying the Definition of a Business. The amendments in this update provide a more robust framework to use in determining when a set of assets and activities constitute a business. This guidance narrows the definition of a business by providing specific requirements that contribute to the creation of outputs that must be present to be considered a business. The guidance further clarifies the appropriate accounting when substantially all of the fair value of the gross assets acquired (or disposed of) is concentrated in a single identifiable asset or a group of similar identifiable assets is that of an acquisition (disposition) of assets, not a business. This framework will reduce the number of transactions that an entity must further evaluate to determine whether transactions are business combinations or asset acquisitions. The updated guidance is effective for interim and annual periods beginning after December 15, 2017, and should be applied on a prospective basis. Early adoption is permitted only for transactions that have not been reported in financial statements that have been issued. The Company implemented this guidance effective January 1, 2018. The implementation of this guidance did not have an effect on the Company's financial position or results of operations.

In July 2017, the FASB issued ASU No. 2017-11, *Earnings Per Share, Distinguishing Liabilities from Equity and Derivatives and Hedging*, which changes the accounting and earnings per share for certain instruments with down round features. The amendments in this ASU should be applied using a cumulative-effect adjustment as of the beginning of the fiscal year or retrospective adjustment to each period presented and is effective for annual periods beginning after December 15, 2018, and interim periods within those periods. The Company is currently evaluating the requirements of this new guidance and has not yet determined its impact on the Company's financial statements.

On December 22, 2017 the SEC staff issued Staff Accounting Bulletin 118 (SAB 118), which provides guidance on accounting for the tax effects of the Tax Cuts and Jobs Act (the TCJA). SAB 118 provides a measurement period that should not extend beyond one year from the enactment date for companies to complete the accounting under ASC 740. In accordance with SAB 118, a company must reflect the income tax effects of those aspects of the TCJA for which the accounting under ASC 740 is complete. To the extent that a company's accounting for certain income tax effects of the TCJA is incomplete but for which they are able to determine a reasonable estimate, it must record a provisional amount in the financial statements. Provisional treatment is proper in light of anticipated additional guidance from various taxing authorities, the SEC, the FASB, and even the Joint Committee on Taxation. If a company cannot determine a provisional amount to be included in the financial statements, it should continue to apply ASC 740 on the basis of the provisions of the tax laws that were in effect immediately before the enactment of the TCJA. The Company has applied this guidance to its financial statements.

In February 2018, the Financial Accounting Standards Board ("FASB") issued ASC Update No 2018-02 (Topic 220) Income Statement – Reporting Comprehensive Income: Reclassification of Certain Tax Effects from Accumulated Other Comprehensive Income. This ASC update allows for a reclassification into retained earnings of the stranded tax effects in accumulated other comprehensive income ("AOCI") resulting from the enactment of the Tax Cuts and Jobs Act ("TCJA"). The updated guidance is effective for interim and annual periods beginning after December 15, 2018. The Company is evaluating the impact ASU 2018-09 may have on its condensed consolidated financial statements.

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NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

In March 2018, the FASB issued ASU 2018-05, Income Taxes (Topic 740) - Amendments to SEC Paragraphs Pursuant to SEC Staff Accounting Bulletin No. 118. This standard amends Accounting Standards Codification 740, Income Taxes (ASC 740) to provide guidance on accounting for the tax effects of the Tax Cuts and Jobs Act (the Tax Reform Act) pursuant to Staff Accounting Bulletin No. 118, which allows companies to complete the accounting under ASC 740 within a one-year measurement period from the Tax Act enactment date. This standard did not materially impact the Company's financial statements and related disclosures.

In June 2018, the FASB issued ASU 2018-07, Compensation - Stock Compensation (Topic 718): Improvements to Nonemployee Share-Based Payment Accounting, to expand the scope of Topic 718 to include share-based payment transactions for acquiring goods and services from nonemployees and supersedes the guidance in Subtopic 505-50, Equity - Equity-Based Payments to Non-Employees. Under ASU 2018-07, equity-classified nonemployee share-based payment awards are measured at the grant date fair value on the grant date The probability of satisfying performance conditions must be considered for equity-classified nonemployee share-based payment awards with such conditions. ASU 2018-07 is effective for fiscal years beginning after December 15, 2018, with early adoption permitted. The Company is currently evaluating the impact of the new standard on the Company's Condensed Consolidated Financial Statements.

In July 2018, the FASB issued ASU 2018-09 to provide clarification and correction of errors to the Codification. The amendments in this update cover multiple Accounting Standards Updates. Some topics in the update may require transition guidance with effective dates for annual periods beginning after December 15, 2018. The Company is evaluating the impact ASU 2018-09 may have on its condensed consolidated financial statements.

NOTE 3 – GOING CONCERN MATTERS AND LIQUIDITY

As of June 30, 2018, the Company had a working capital deficit of $1,883,656 and accumulated deficit $7,096,587. For the six months ended June 30, 2018, the Company had a net loss of $2,391,357 and net cash used by operating activities of $1,222,947. Net cash used in investing activities was $201. Net cash provided by financing activities was $1,211,369, resulting principally from $805,500 net proceeds from the issuance of convertible notes, $645,503 from the proceeds of the sale of 631,204 shares of common stock and $101,450 proceeds from related party loans. Subsequent to June 30, 2018, the Company completed a $2,000,000 private placement of common stock and warrants with an institutional investor on July 18, 2018. The Company issued 3,900,000 shares of common stock, pre-funded warrants to purchase 4,100,000 shares of common stock, and warrants to purchase 8,000,000 shares of common stock, plus additional warrants to purchase shares of common stock that may become exercisable following the registration of the securities issued in the private placement.

The Company's cash balance and revenues generated are not currently sufficient and cannot be projected to cover its operating expenses for the next twelve months from the date of this report. These matters raise substantial doubt about the Company's ability to continue as a going concern. Management's plans include attempting to improve its business profitability and its ability to generate sufficient cash flow from its operations to meet its needs on a timely basis, obtaining additional working capital funds through equity and debt financing arrangements, and restructuring on-going operations to eliminate inefficiencies to raise cash balance in order to meet its anticipated cash requirements for the next twelve months from the date of this report. However, there can be no assurance that these plans and arrangements will be sufficient to fund the Company's ongoing capital expenditures, working capital, and other requirements. Management intends to make every effort to identify and develop sources of funds. The outcome of these matters cannot be predicted at this time. There can be no assurance that any additional financings will be available to the Company on satisfactory terms and conditions, if at all.

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NOTE 3 – GOING CONCERN MATTERS AND LIQUIDITY (CONTINUED)

The ability of the Company to continue as a going concern is dependent upon its ability to raise additional capital and achieve profitable operations. The accompanying consolidated financial statements do not include any adjustments related to the recoverability or classification of asset-carrying amounts or the amounts and classification of liabilities that may result should the Company be unable to continue as a going concern.

During July 2016, HLYK entered into an Investment Agreement (the "Investment Agreement") pursuant to which the investor has agreed to purchase up to $3,000,000 of HLYK common stock over a three-year period starting upon registration of the underlying shares, with such shares put to the investor by the Company pursuant to a specified formula that limits the number of shares able to be put to the investor to the number equal to the average trading volume of the Company's common shares for the ten consecutive trading days prior to the put notice being issued. During the six months ended June 30, 2018, the Company received $327,818 from the proceeds of the sale of 1,856,480 shares pursuant to the Investment Agreement.

The Company intends that the cost of implementing its development and sales efforts related to the HealthLynked Network, as well as maintaining its existing and expanding overhead and administrative costs, will be funded principally by cash received by the Company from the put rights associated with the Investment Agreement and supplemented by other funding mechanisms, including sales of the Company's common stock, loans from related parties and convertible notes. The Company expects to repay its outstanding convertible notes, which have an aggregate face value of $1,751,750 as of June 30, 2018, from outside funding sources, including but not limited to new convertible notes payable, amounts available upon the exercise of the put rights granted to the Company under the Investment Agreement, sales of equity, loans from related parties and others or through the conversion of the convertible notes into equity. No assurances can be given that the Company will be able to access sufficient outside capital in a timely fashion in order to repay the convertible notes before they mature. If necessary funds are not available, the Company's business and operations would be materially adversely affected and in such event, the Company would attempt to reduce costs and adjust its business plan.

NOTE 4 – DEFERRED OFFERING COSTS AND PREPAID EXPENSES

Deferred Offering Costs

On July 7, 2016, the Company entered into the Investment Agreement with an accredited investor, pursuant to which an accredited investor agreed to invest up to $3,000,000 to purchase the Company's common stock, par value of $.0001 per share. The purchase price for such shares shall be 80% of the lowest volume weighted average price of the Company's common stock during the five consecutive trading days prior to the date on which written notice is sent by the Company to the investor stating the number of shares that the Company is selling to the investor, subject to certain discounts and adjustments. Further, for each $50,000 that the investor tenders to the Company for the purchase of shares of common stock, the investor was to be granted warrants for the purchase of an equivalent number of shares of common stock. The warrants were to expire five (5) years from their respective grant dates and have an exercise price equal to 130% of the weighted average purchase price for the respective "$50,000 increment."

On March 22, 2017, the Company and the investor entered into an Amended Investment Agreement (the "Amended Investment Agreement") whereby the parties agreed to modify the terms of the Investment Agreement by providing that in lieu of granting the investor warrants for each $50,000 that the investor tenders to the Company, the Company granted to the investor warrants to purchase an aggregate of 7,000,000 shares of common stock. The warrants have the following fixed exercise prices: (i) 4,000,000 shares at $0.25 per share; (ii) 2,000,000 shares at $0.50 per share; and (iii) 1,000,000 shares at $1.00 per share. The warrants also contain a "cashless exercise" provision and the shares underlying the warrants will not be registered. The fair value of the warrants was calculated using the Black-Scholes pricing model at $56,635, with the following assumptions: risk-free interest rate of 1.95%, expected life of 5 years, volatility of 40%, and expected dividend yield of zero.

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NOTE 4 – DEFERRED OFFERING COSTS (CONTINUED)

On June 7, 2017, the Company also granted warrants to purchase 200,000 shares at $0.25 per share, 100,000 shares at $0.50 per share and 50,000 shares at $1.00 per share to an advisor as a fee in connection with the Amended Investment Agreement. The fair value of the warrants was calculated using the Black-Scholes pricing model at $96,990, with the following assumptions: risk-free interest rate of 1.74%, expected life of 5 years, volatility of 40%, and expected dividend yield of zero.

This fair value of the warrants described above was recorded as a deferred offering cost and will be amortized over the period during which the Company can access the financing, which begins the day after a registration statement registering shares underlying the Investment Agreement is declared effective by the United States Securities and Exchange Commission (the "SEC"), and ends 3 years from that date. On May 15, 2017, the SEC declared effective a registration statement registering shares underlying the Investment Agreement. During the three months ended June 30, 2018 and 2017, the Company recognized $12,802 and $6,401, respectively, in general and administrative expense related to the cost of the warrants. During the six months ended June 30, 2018 and 2017, the Company recognized $25,604 and $6,401, respectively, in general and administrative expense related to the cost of the warrants.

Prepaid Expenses

On June 6, 2018, the Company granted three-year warrants to purchase 600,000 shares at an exercise price of $0.15 per share to two advisors for services to be provided over a six-month period. The fair value of the warrants was calculated using the Black-Scholes pricing model at $94,844, with the following assumptions: risk-free interest rate of 2.65%, expected life of 3 years, volatility of 286.98%, and expected dividend yield of zero. During each of the three and six months ended June 30, 2018, the Company recognized $12,439 in general and administrative expense related to the cost of the warrants.

NOTE 5 – PROPERTY, PLANT, AND EQUIPMENT

Property, plant and equipment at June 30, 2018 and December 31, 2017 are as follows:

	June 30, 2018	December 31, 2017
Capital Lease equipment	$ 343,492	$ 343,492
Telephone equipment	12,308	12,308
Furniture, Transport and Office equipment	436,168	435,967
Total Property, plant and equipment	791,968	791,767
Less: accumulated depreciation	(740,449)	(728,391)
Property, plant and equipment, net	$ 51,519	$ 63,376

Depreciation expense during the three months ended June 30, 2018 and 2017 was $6,029 and $5,859, respectively. Depreciation expense during the six months ended June 30, 2018 and 2017 was $12,058 and $11,567, respectively.

NOTE 6 – NOTES PAYABLE AND OTHER AMOUNTS DUE TO RELATED PARTY

Amounts due to related parties as of June 30, 2018 and December 31, 2017 were comprised of the following:

	June 30, 2018	December 31, 2017
Due to related party:		
Deferred compensation, Dr. Michael Dent	$ 300,600	$ 300,600
Accrued interest payable to Dr. Michael Dent	95,853	63,245
Total due to related party	396,453	363,845
Notes payable to related party:		
Notes payable to Dr. Michael Dent, current portion	---	553,550
Notes payable to Dr. Michael Dent, long term portion	665,452	---
Total notes payable to related party	$ 665,452	$ 553,550

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NOTE 6 – NOTES PAYABLE AND OTHER AMOUNTS DUE TO RELATED PARTY (CONTINUED)

Notes Payable to Dr. Michael Dent

Prior to August 2014, NWC was owned and controlled by the Company's Chief Executive Officer, Dr. Michael Dent ("DMD"). DMD first provided an up to $175,000 unsecured note payable to the Company with a 0% interest rate. During 2013 the limit on the unsecured Note Payable was increased up to $500,000 and during 2014 it was increased to $750,000 with a maturity date of December 31, 2017. During January 2017, the note was again amended to extend the maturity date until December 31, 2018, to accrue interest on outstanding balances after January 1, 2017 at a rate of 10% per annum, and to fix interest accrued on balances between January 1, 2015 and December 31, 2016 at an amount equal to $22,108 (the "$750k DMD Note"). All principal and interest is due at maturity of the $750k DMD Note. Interest accrued on the $750k DMD Note as of June 30, 2018 and December 31, 2017 was $55,665 and $43,963, respectively.

The carrying values of notes payable to Dr. Michael Dent as of June 30, 2018 were as follows:

Inception Date	Maturity Date	Borrower	Interest Rate	Amount
January 12, 2017	January 13, 2019	HLYK	10%	$ 39,295*
January 18, 2017	January 19, 2019	HLYK	10%	22,454*
January 24, 2017	January 15, 2019	HLYK	10%	56,136*
February 9, 2017	February 10, 2019	HLYK	10%	33,363*
April 20, 2017	April 21, 2019	HLYK	10%	10,911*
June 15, 2017	June 16, 2019	HLYK	10%	34,793*
August 17, 2017	August 18, 2018	HLYK	10%	20,000
August 24, 2017	August 25, 2018	HLYK	10%	37,500
September 7, 2017	September 8, 2018	HLYK	10%	35,000
September 21, 2017	September 22, 2018	HLYK	10%	26,500
September 29, 2017	September 30, 2018	HLYK	10%	12,000
December 21, 2017	December 22, 2018	HLYK	10%	14,000
January 8, 2018	January 9, 2019	HLYK	10%	75,000
January 11, 2018	January 12, 2019	HLYK	10%	9,000
January 26, 2018	January 27, 2019	HLYK	10%	17,450
January 3, 2014	December 31, 2018	NWC	10%	222,050
				$ 665,452

* - Denotes that note payable is carried at fair value

On July 18, 2018, in connection with a $2,000,000 private placement by a third party investor, Dr. Dent agreed to extend the maturity date on all of the above notes until December 31, 2019. Interest accrued on the above unsecured promissory notes as of June 30, 2018 and December 31, 2017 was $40,218 and $19,350, respectively.

On February 12, 2018, the Company issued a warrant to purchase 6,678,462 shares of common stock to DMD as an inducement to (i) extend the maturity dates of up to $439,450 loaned by Dr. Dent to the Company in 2017 and 2018 in the form of unsecured promissory notes, including $75,000 loaned from Dr. Dent to the Company in January 2018 to allow the Company to retire an existing convertible promissory note payable to Power-up Lending Group Ltd. before such convertible promissory note became eligible for conversion, and (ii) provide continued loans to the Company. The warrant is immediately exercisable at an exercise price of $0.065 per share, subject to adjustment, and expires five years after the date of issuance. The fair value of the warrants was calculated using the Black-Scholes pricing model at $337,466, with the following assumptions: risk-free interest rate of 2.56%, expected life of 5 years, volatility of 268.90%, and expected dividend yield of zero. On March 28, 2012, DMD agreed to extend the maturity dates of promissory notes with an aggregate face value of $177,500, which were originally scheduled to mature before June 30, 2018, by one year from the original maturity date. Because the fair value of the warrants was greater than 10% of the present value of the remaining cash flows under the modified promissory notes, the transaction was treated as a debt extinguishment and reissuance of new debt instruments pursuant to the guidance of ASC 470-50 "Debt – Modifications and Extinguishments" ("ASC 470-50"). A loss on debt extinguishment was recorded in the amount of $348,938, equal to the fair value of the warrants of $337,466, plus the excess of $11,472 of the fair value of the reissued debt instruments over the carrying value of the existing debt instruments. The change in fair value of the reissued debt instruments subsequent to the reissuance date was $4,532 in the three months ended June 30, 2018 and $7,981 in the six months ended June 30, 2018, which is included in "Change in fair value of debt."

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NOTE 6 – NOTES PAYABLE AND OTHER AMOUNTS DUE TO RELATED PARTY (CONTINUED)

MedOffice Direct

During 2017, the Company entered into an agreement with MedOffice Direct ("MOD"), a company majority-owned by the Company's CEO and largest shareholder, Dr. Michael Dent, pursuant to which the Company will pay rent to MOD in the amount of $2,040 per month for office space in MOD's facility used by the Company and its employees for the period from January 1, 2017 through July 31, 2018. During the three months ended June 30, 2018 and 2017, the Company recognized rent expense to MOD in the amount of $6,120 and $6,120, respectively. During the six months ended June 30, 2018 and 2017, the Company recognized rent expense to MOD in the amount of $12,240 and $12,240, respectively. The Company had prepaid an additional $18,217 toward future rent as of June 30, 2018.

During 2017, the Company entered into a separate Marketing Agreement with MOD pursuant to which MOD agreed to market the HealthLynked Network to its physician practice clients, in exchange for a semi-annual fee of $25,000. This agreement was terminated effective April 1, 2018. During the three months ended June 30, 2018 and 2017, the Company recognized general and administrative expense in the amount of $-0- and $25,000, respectively, pursuant to this agreement. During the six months ended June 30, 2018 and 2017, the Company recognized general and administrative expense in the amount of $12,500 and $25,000, respectively, pursuant to this agreement. On July 1, 2018 HLYK and MOD signed a marketing and service agreement where HLYK will include MOD offering as part of its product offering to Physicians and HLYK will receive 8% of revenue for new sales related to MOD products sold by the HLYK sales team. The revenue percentage will be split between HLYK and the HLYK sales representative.

NOTE 7 – CAPITAL LEASE

Capital lease obligations as of June 30, 2018 and December 31, 2017 are comprised of the following:

	June 30, 2018	December 31, 2017
Note payable, New Everbank Lease	$ 32,109	$ 39,754
Less: note payable, New Everbank Lease (Capital leases), current portion	(19,877)	(18,348)
Notes payable, bank loans and capital leases, long-term portion	$ 12,232	$ 21,406

In March 2015, the Company entered into a capital equipment finance lease for Ultra Sound equipment with Everbank. There was no interest on this lease. The monthly payment is $1,529 for 60 months ending in March 2020. As of June 30, 2018, the Company owed Everbank $32,109 pursuant to this capital lease. During the three months ended June 30, 2018 and 2017, the Company made payments on this capital lease of $4,587 and $4,587, respectively. During the six months ended June 30, 2018 and 2017, the Company made payments on this capital lease of $7,645 and $9,174, respectively.

Future minimum payments to which the Company is obligated pursuant to the capital leases as of June, 2018 are as follows:

2018 (July to December)	$ 10,703
2019	18,348
2020	3,058
2021	---
2022	---
Total	$ 32,109

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NOTE 8 – NOTES PAYABLE

On December 20, 2017, the Company entered into a Merchant Cash Advance Factoring Agreement ("MCA") with Power Up Lending Group, Ltd. (the "PULG") pursuant to which the Company received an advance of $75,000 before closing fees (the "December MCA"). The Company is required to repay the advance, which acts like an ordinary note payable, at the rate of $4,048 per week until the balance of $102,000 has been repaid in June 2018. At inception, the Company recognized a note payable in the amount of $102,000 and a discount against the note payable of $28,500. The discount was being amortized over the life of the instrument. During the six months ended June 30, 2018, the Company made installment payments of $89,048. The December MCA was repaid on June 1, 2018. During the six months ended June 30, 2018, the Company recognized amortization of the discount in the amount of $26,881, including $2,267 recognized to amortize the remaining discount at retirement.

On June 1, 2018, the Company entered into a new MCA with PULG pursuant to which the Company received an advance of $75,000 before closing fees (the "December MCA"). The Company is required to repay the advance at the rate of $4,048 per week until the balance of $102,000 has been repaid in November 2018. At inception, the Company recognized a note payable in the amount of $102,000 and a discount against the note payable of $28,500. The discount is being amortized over the life of the instrument. During the three and six months ended June 30, 2018, the Company recognized amortization of the discount in the amount of $4,560. As of June 30, 2018, the net carrying value of the instrument was $61,869.

NOTE 9 – CONVERTIBLE NOTES PAYABLE

Convertible notes payable as of June 30, 2018 and December 31, 2017 are comprised of the following:

	June 30, 2018	December 31, 2017
$550k Note - July 2016	$ 612,409*	$ 550,000
$50k Note - July 2016	59,771*	50,000
$111k Note - May 2017	123,053*	111,000
$53k Note - July 2017	---	53,000
$35k Note - September 2017	---	35,000
$55k Note - September 2017	---	55,000
$53k Note II - October 2017	---	53,000
$171.5k Note - October 2017	171,500	171,500
$57.8k Note - January 2018	57,750	---
$112.8k Note - February 2018	112,750	---
$83k Note - February 2018	83,000	---
$105k Note - March 2018	105,000	---
$63k Note - April 2018	63,000	---
$57.8k Note - April 2018	57,750	---
$90k Note - April 2018	90,000	---
$53k Note II - April 2018	53,000	---
$68.3k Note - May 2018	68,250	---
$37k Note May 2018	37,000	---
$63k Note II - May 2018	63,000	---
$78.8k Note - May 2018	78,750	---
	1,835,983	1,078,500
Less: unamortized discount	(689,883)	(266,642)
Convertible notes payable, net of original issue discount and debt discount	1,146,100	811,858
Less: convertible notes payable, long term portion	(795,233)	---
Convertible notes payable, current portion	$ 350,867	$ 811,858

* - Denotes that convertible note payable is carried at fair value

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NOTE 9 – CONVERTIBLE NOTES PAYABLE (CONTINUED)

Convertible Notes Payable ($550,000) – July 2016

On July 7, 2016, the Company entered into a 6% fixed convertible secured promissory note with an investor with a face value of $550,000 (the "$550k Note"). The $550k Note is convertible into shares of the Company's common stock at the discretion of the note holder at a fixed price of $0.08 per share, and is secured by all of the Company's assets. The Company received $500,000 net proceeds from the note after a $50,000 original issue discount. The $550k Note was originally scheduled to mature on April 11, 2017, but the maturity date was extended to July 7, 2018 during August 2017 and to December 31, 2019 during July 2018. The discount from the original issue discount, warrants and embedded conversion feature ("ECF") associated with the $550k Note was amortized over the original life of the note. There was no amortization of such discounts in the three or six months ended June 30, 2018 or 2017. As of June 30, 2018, the unamortized discount was $-0- and the $550k Note was convertible into 6,875,000 of the Company's common shares.

The $550k Note is carried at fair value due to an extinguishment and reissuance recorded in 2017 and is revalued at each period end, with changes to fair value recorded to the statement of operations under "Change in Fair Value of Debt." The fair value of this instrument as of June 30, 2018 was $612,408. During the three months ended June 30, 2018 and 2017, a change in fair value of debt related to this instrument was recorded in the amount of $16,110 and $-0-, respectively. During the six months ended June 30, 2018 and 2017, a change in fair value of debt related to this instrument was recorded in the amount of $62,408 and $-0-, respectively.

During the six months ended June 30, 2018 and 2017, the Company made no repayments on this instrument. During the three months ended June 30, 2018 and 2017, the Company recorded interest expense on this instrument totaling $8,227 and $8,227, respectively. During the six months ended June 30, 2018 and 2017, the Company recorded interest expense on this instrument totaling $16,364 and $16,364, respectively.

Convertible Notes Payable ($50,000) – July 2016

On July 7, 2016, the Company entered into a 10% fixed convertible commitment fee promissory note with an investor with a face value of $50,000 (the "$50k Note"). The $50k Note was originally scheduled to mature on April 11, 2017, but the maturity date was extended to July 11, 2018 during August 2017 and to December 31, 2019 during July 2018. The $50k note was issued as a commitment fee payable to the Investment Agreement investor in exchange for the investor's commitment to enter into the Investment Agreement, subject to registration of the shares underlying the Investment Agreement. The $50k Note is convertible into shares of the Company's common stock at the discretion of the note holder at a fixed price of $0.10 per share. As of June 30, 2018, the $50k Note was convertible into 500,000 of the Company's common shares.

The $50k Note is carried at fair value due to an extinguishment and reissuance recorded in 2017 and is revalued at each period end, with changes to fair value recorded to the statement of operations under "Change in Fair Value of Debt." The fair value of this instrument as of June 30, 2018 was $59,771. During the three months ended June 30, 2018 and 2017, a change in fair value of debt related to this instrument was recorded in the amount of $1,572 and $-0-, respectively. During the six months ended June 30, 2018 and 2017, a change in fair value of debt related to this instrument was recorded in the amount of $9,771 and $-0, respectively.

During the six months ended June 30, 2018 and 2017, the Company made no repayments on this instrument. During the three months ended June 30, 2018 and 2017, the Company recorded interest expense on this instrument totaling $1,247 and $1,247, respectively. During the six months ended June 30, 2018 and 2017, the Company recorded interest expense on this instrument totaling $2,479 and $2,479, respectively.

Convertible Notes Payable ($111,000) – May 2017

On May 22, 2017, the Company entered into a 10% fixed convertible secured promissory note with an investor with a face value of $111,000 (the "$111k Note"). The $111k Note is convertible into shares of the Company's common stock at the discretion of the note holder at a fixed price of $0.35 per share, and is secured by all of the Company's assets. The Company received $100,000 net proceeds from the note after an $11,000 original issue discount. At inception, the investors were also granted a five-year warrant to purchase 133,333 shares of the Company's common stock at an exercise price of $0.75 per share.

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NOTE 9 – CONVERTIBLE NOTES PAYABLE (CONTINUED)

On March 28, 2018, in exchange for a five-year warrant to purchase 125,000 shares of HLYK common stock at an exercise price of $0.05 per share, the holder of the $111k Note agreed to extend the maturity date from the original date of January 22, 2018 until July 11, 2018. The fair value of the warrants using Black/Scholes was $10,199 with the following assumptions: risk-free interest rate of 2.59%, expected life of 5 years, volatility of 578.45%, and expected dividend yield of zero. The issuance of the warrants in exchange for the maturity extension was treated as an extinguishment and reissuance of existing debt pursuant to the guidance of ASC 470-50. Accordingly, the $111k Note is carried at fair value and is revalued at each period end, with changes to fair value recorded to the statement of operations under “Change in Fair Value of Debt.” The fair value of this instrument as of June 30, 2018 was $123,503. During the three months ended June 30, 2018 and 2017, a change in fair value of debt related to this instrument was recorded in the amount of $3,238 and $-0-, respectively. During the six months ended June 30, 2018 and 2017, a change in fair value of debt related to this instrument was recorded in the amount of $3,238 and $-0, respectively. In July 2018, the maturity was further extended until December 31, 2019.

Amortization expense related to discounts on this instrument in the three months ended June 30, 2018 and 2017 was $-0- and $12,287, respectively. Amortization expense related to discounts in the six months ended June 30, 2018 and 2017 was $6,931and $12,287, respectively. As of June 30, 2018, the unamortized discount was $-0-. As of June 30, 2018, this instrument was convertible into 317,143 of the Company’s common shares.

During the six months ended June 30, 2018 and 2017, the Company made no repayments on this instrument. During the three months ended June 30, 2018 and 2017, the Company recorded interest expense on this instrument totaling $4,078 and $1,767, respectively. During the six months ended June 30, 2018 and 2017, the Company recorded interest expense on this instrument totaling $8,246 and $1,767, respectively.

<u>Convertible Notes Payable ($53,000) – July 2017</u>

On July 10, 2017, the Company entered into a securities purchase agreement for the sale of a $53,000 convertible note (the “$53k Note”) to PULG. The $53k Note included a $3,000 original issue discount, for net proceeds of $50,000. The $53k Note has an interest rate of 10% and a default interest rate of 22%. The $53k Note may be converted into common stock of the Company by the holder at any time following 180 days after the issuance date, subject to a 4.99% beneficial ownership limitation, at a conversion price per share equal to a 39% discount to the average of the three (3) lowest closing bid prices during the fifteen (15) trading days prior to the conversion date. Upon an event of default caused by the Company’s failure to deliver shares upon a conversion pursuant to the terms of the Note, 300% of the outstanding principal and any interest due amount shall be immediately due. Upon an event of default caused by the Company’s breach of any other events of default specified in the $53k Note, 150% of the outstanding principal and any interest due amount shall be immediately due.

The discount resulting from the original issue discount and embedded conversion feature was being amortized over the life of the $53k Note, which was schedule to mature on April 15, 2018. Amortization expense related to the discount in the three months ended June 30, 2018 and 2017 was $1,520 and $-0-, respectively and amortization expense in the six months ended June 30, 2018 and 2017 was $1,520 and $-0-. On January 8, 2018, the Company prepaid the balance on the $53k Note, including accrued interest, for a one-time cash payment of $74,922. The Company recognized a gain on debt extinguishment in the six months ended June 30, 2018 in connection with the repayment, as follows:

Cash repayment	$	74,922
Less face value of convertible note payable retired		(53,000)
Less carrying value of derivative financial instruments arising from ECF		(53,893)
Less accrued interest		(2,644)
Plus carrying value of discount at extinguishment		18,427
Gain on extinguishment of debt	$	(16,188)

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NOTE 9 – CONVERTIBLE NOTES PAYABLE (CONTINUED)

Convertible Notes Payable ($35,000) – September 2017

On September 7, 2017, the Company entered into a securities purchase agreement for the sale of a $35,000 convertible note (the "$35k Note") to PULG. The $35k Note included a $3,000 original issue discount, for net proceeds of $32,000. The $35k Note has an interest rate of 10% and a default interest rate of 20%. The $35k Note may be converted into common stock of the Company by the holder at any time following 180 days after the issuance date, subject to a 4.99% beneficial ownership limitation, at a conversion price per share equal to a 39% discount to the average of the three (3) lowest closing bid prices during the fifteen (15) trading days prior to the conversion date. Upon an event of default caused by the Company's failure to deliver shares upon a conversion pursuant to the terms of the $35k Note, 300% of the outstanding principal and any interest due amount shall be immediately due. Upon an event of default caused by the Company's breach of any other events of default specified in the $35k Note, 150% of the outstanding principal and any interest due amount shall be immediately due.

The discount resulting from the original issue discount and embedded conversion feature was being amortized over the life of the $35k Note, which was schedule to mature on June 15, 2018. Amortization expense related to the discount in the three months ended June 30, 2018 and 2017 was $614 and $-0-, respectively, and in the six months ended June 30, 2018 and 2017 was $614 and $-0-, respectively. On March 5, 2018, the Company prepaid the balance on the $35k Note, including accrued interest, for a one-time cash payment of $49,502. The Company recognized a gain on debt extinguishment in the six months ended June 30, 2018 in connection with the repayment, as follows:

Cash repayment	$	49,502
Less face value of convertible note payable retired		(35,000)
Less carrying value of derivative financial instruments arising from ECF		(37,269)
Less accrued interest		(1,716)
Plus carrying value of discount at extinguishment		12,705
Gain on extinguishment of debt	$	(11,778)

Convertible Notes Payable ($55,000) – September 2017

On September 11, 2017, the Company entered into a securities purchase agreement for the sale of a $55,000 convertible note (the "$55k Note") to Crown Bridge Partners LLC. The $55k Note included a $7,500 original issue discount, for net proceeds of $47,500. The 55k Note has an interest rate of 10% and a default interest rate of 12%. The $55k Note may be converted into common stock of the Company by the holder at any time after the issuance date, subject to a 4.99% beneficial ownership limitation, at a conversion price per share equal to 60% multiplied by the lowest one (1) trading price for the Common Stock during the twenty (20) trading day period ending on the last complete trading day prior to the date of conversion. If, at any time while the $55k Note is outstanding, the conversion price pursuant to this formula is equal to or lower than $0.10, then an additional ten percent (10%) discount shall be factored into the conversion price until the $55k Note is no longer outstanding. In the event that shares of the Company's Common Stock are not deliverable via DWAC following the conversion of any amount hereunder, an additional ten percent (10%) discount shall be factored into the Variable Conversion Price until the $55k Note is no longer outstanding.

The discount resulting from the original issue discount and embedded conversion feature was being amortized over the life of the $55k Note, which was schedule to mature on September 11, 2018. Amortization expense related to the discount in the three months ended June 30, 2018 and 2017 was $1,085 and $-0-, respectively, and in the six months ended June 30, 2018 and 2017 was $1,085 and $-0-, respectively. On March 13, 2018, the Company prepaid the balance on the $55k Note, including accrued interest, for a one-time cash payment of $85,258. The Company recognized a gain on debt extinguishment in the six months ended June 30, 2018 in connection with the repayment, as follows:

Cash repayment	$	85,258
Less face value of convertible note payable retired		(55,000)
Less carrying value of derivative financial instruments arising from ECF		(69,687)
Less accrued interest		(2,759)
Plus carrying value of discount at extinguishment		27,425
Gain on extinguishment of debt	$	(14,763)

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NOTE 9 – CONVERTIBLE NOTES PAYABLE (CONTINUED)

Convertible Notes Payable ($53,000) – October 2017

On October 23, 2017, the Company entered into a securities purchase agreement for the sale of a $53,000 convertible note (the "$53k Note II") to PULG. The $53k Note II included a $3,000 original issue discount, for net proceeds of $50,000. The $53k Note II has an interest rate of 10% and a default interest rate of 20%. The $53k Note II may be converted into common stock of the Company by the holder at any time after the issuance date, subject to a 4.99% beneficial ownership limitation, at a conversion price per share equal to 39% discount to the average of the three (3) lowest closing bid prices during the fifteen (15) trading days prior to the conversion date. Upon an event of default caused by the Company's failure to deliver shares upon a conversion pursuant to the terms of the Note, 300% of the outstanding principal and any interest due amount shall be immediately due. Upon an event of default caused by the Company's breach of any other events of default specified in the Note, 150% of the outstanding principal and any interest due amount shall be immediately due.

The discount resulting from the original issue discount and embedded conversion feature was being amortized over the life of the $53k Note II, which was schedule to mature on July 30, 2018. Amortization expense related to the discount in the three months ended June 30, 2018 and 2017 was $3,407 and $-0-, respectively, and in the six months ended June 30, 2018 and 2017 was $20,443 and $-0-, respectively. On April 18, 2018, the Company prepaid the balance on the $53k Note II, including accrued interest, for a one-time cash payment of $75,000. The Company recognized a gain on debt extinguishment in the six months ended June 30, 2018 in connection with the repayment, as follows:

Cash repayment	$	75,000
Less face value of convertible note payable retired		(53,000)
Less carrying value of derivative financial instruments arising from ECF		(55,790)
Less accrued interest		(2,571)
Plus carrying value of discount at extinguishment		19,496
Gain on extinguishment of debt	$	(16,865)

Convertible Notes Payable ($171,500) – October 2017

On October 27, 2017, the Company entered into a securities purchase agreement for the sale of a $171,500 convertible note (the "$171.5k Note") to an individual lender. The $171.5k Note included a $21,500 original issue discount, for net proceeds of $150,000. The $171.5k Note has an interest rate of 10% and a default interest rate of 22% and matures on October 26, 2018. The $171.5k Note may be converted into common stock of the Company by the holder at any time following 180 days after the issuance date, subject to a 4.99% beneficial ownership limitation, at a conversion price per share equal to a 35% discount to the lowest closing bid price during the twenty (20) trading days prior to the conversion date. Upon an event of default caused by the Company's failure to deliver shares upon a conversion pursuant to the terms of the $171.5k Note, 300% of the outstanding principal and any interest due amount shall be immediately due. Upon an event of default caused by the Company's breach of any other events of default specified in the $171.5k Note, 150% of the outstanding principal and any interest due amount shall be immediately due.

Amortization expense related to discounts on this instrument in the three months ended June 30, 2018 and 2017 was $42,875 and $-0-, respectively. Amortization expense related to discounts in the six months ended June 30, 2018 and 2017 was $85,279 and $-0-, respectively. As of June 30, 2018, the unamortized discount was $55,596.

During the six months ended June 30, 2018 and 2017, the Company made no repayments on this instrument. During the three months ended June 30, 2018 and 2017, the Company recorded interest expense on this instrument totaling $4,276 and $-0-, respectively. During the six months ended June 30, 2018 and 2017, the Company recorded interest expense on this instrument totaling $8,504 and $-0-, respectively.

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NOTE 9 – CONVERTIBLE NOTES PAYABLE (CONTINUED)

Convertible Notes Payable ($57,750) – January 2018

On January 2, 2018, the Company entered into a securities purchase agreement for the sale of a $57,750 convertible note (the "$58k Note"). The transaction closed on January 3, 2018. The $58k Note included a $5,250 original issue discount and $2,500 fee for net proceeds of $50,000. The $58k Note has an interest rate of 10% and a default interest rate of 18% and matures on January 2, 2019. The $58k Note was convertible into common stock of the Company by the holder at any time after the issuance date, subject to a 4.99% beneficial ownership limitation, at a conversion price per share equal to 40% discount to the lowest bid or trading price of the Company's common stock during the twenty (20) trading days prior to the conversion date. On June 26, 2018, the holder agreed, without consideration, to reduce the discount to 28% of the volume weighted average price of the Company's common stock for the 10 days prior to the conversion date. Because this the change in terms resulted in a decrease to the value of the ECF, no amounts were recorded to reflect the change in terms. Upon an event of default caused by the Company's failure to deliver shares upon a conversion pursuant to the terms of the Note, 200% of the outstanding principal and any interest due amount shall be immediately due. Upon an event of default caused by the Company's breach of any other events of default specified in the Note, 150% of the outstanding principal and any interest due amount shall be immediately due.

The fair value of the ECF of the $58k Note was calculated using the Black-Scholes pricing model at $82,652, with the following assumptions: risk-free interest rate of 1.83%, expected life of 1 year, volatility of 264.29%, and expected dividend yield of zero. Because the fair value of the ECF exceeded the net proceeds from the $58k Note, a charge was recorded to "Financing cost" for the excess of the fair value of the fair value of the ECF of $82,652 over the net proceeds from the note of $50,000, for a net charge of $32,652. The ECF qualifies for derivative accounting and bifurcation under ASC 815, "Derivatives and Hedging." The final allocation of the proceeds at inception was as follows:

Embedded conversion feature	$	82,652
Original issue discount and fees		7,750
Financing cost		(32,652)
Convertible note		---
Notes payable and bank loans, long-term portion	$	57,750

Amortization expense related to discounts on this instrument in the three months ended June 30, 2018 and 2017 was $14,398 and $-0-, respectively. Amortization expense related to discounts in the six months ended June 30, 2018 and 2017 was $28,321and $-0-, respectively. As of June 30, 2018, the unamortized discount was $29,429.

During the six months ended June 30, 2018 and 2017, the Company made no repayments on this instrument. During the three months ended June 30, 2018 and 2017, the Company recorded interest expense on this instrument totaling $1,440 and $-0-, respectively. During the six months ended June 30, 2018 and 2017, the Company recorded interest expense on this instrument totaling $2,832 and $-0-, respectively.

Convertible Notes Payable ($112,750) – February 2018

On February 2, 2018, the Company entered into a securities purchase agreement for the sale of a $112,750 convertible note (the "$113k Note"). The transaction closed on February 8, 2018. The $113k Note included $12,750 fees for net proceeds of $100,000. The $113k Note has an interest rate of 10% and a default interest rate of 24% and matures on February 2, 2019. The $113k Note may be converted into common stock of the Company by the holder at any time after the issuance date, subject to a 4.99% beneficial ownership limitation, at a conversion price per share equal to 40% discount to the lowest bid or trading price of the Company's common stock during the twenty (20) trading days prior to the conversion date. Upon an event of default caused by the Company's failure to deliver shares upon a conversion pursuant to the terms of the Note, 200% of the outstanding principal and any interest due amount shall be immediately due. Upon an event of default caused by the Company's breach of any other events of default specified in the Note, 150% of the outstanding principal and any interest due amount shall be immediately due.

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NOTE 9 – CONVERTIBLE NOTES PAYABLE (CONTINUED)

The fair value of the ECF of the $113k Note was calculated using the Black-Scholes pricing model at $161,527, with the following assumptions: risk-free interest rate of 1.88%, expected life of 1 year, volatility of 264.93%, and expected dividend yield of zero. Because the fair value of the ECF exceeded the net proceeds from the $113k Note, a charge was recorded to "Financing cost" for the excess of the fair value of the fair value of the ECF of $161,527 over the net proceeds from the note of $100,000, for a net charge of $61,527. The ECF qualifies for derivative accounting and bifurcation under ASC 815, "Derivatives and Hedging." The final allocation of the proceeds at inception was as follows:

Embedded conversion feature	$	161,527
Original issue discount and fees		12,750
Financing cost		(61,527)
Convertible note		---
Notes payable and bank loans, long-term portion	$	112,750

The discounts resulting from the original issue discount, warrants and embedded conversion feature are being amortized over the life of the $113k Note. Amortization expense related to discounts on this instrument in the three months ended June 30, 2018 and 2017 was $28,110 and $-0-, respectively. Amortization expense related to discounts in the six months ended June 30, 2018 and 2017 was $45,718 and $-0-, respectively. As of June 30, 2018, the unamortized discount was $67,032.

During the six months ended June 30, 2018 and 2017, the Company made no repayments on this instrument. During the three months ended June 30, 2018 and 2017, the Company recorded interest expense on this instrument totaling $2,811 and $-0-, respectively. During the six months ended June 30, 2018 and 2017, the Company recorded interest expense on this instrument totaling $4,572 and $-0-, respectively.

Convertible Notes Payable ($83,000) – February 2018

On February 13, 2018, the Company entered into a securities purchase agreement for the sale of a $83,000 convertible note (the "$83k Note"). The transaction closed on February 21, 2018. The $83k Note included $8,000 fees for net proceeds of $75,000. The $83k Note has an interest rate of 10% and a default interest rate of 24% and matures on February 13, 2019. The $113k Note may be converted into common stock of the Company by the holder at any time after the issuance date, subject to a 4.99% beneficial ownership limitation, at a conversion price per share equal to 40% discount to the lowest bid or trading price of the Company's common stock during the twenty (20) trading days prior to the conversion date. Upon an event of default, 200% of the outstanding principal and any interest due amount shall be immediately due.

The fair value of the ECF of the $83k Note was calculated using the Black-Scholes pricing model at $119,512, with the following assumptions: risk-free interest rate of 1.95%, expected life of 1 year, volatility of 268.44%, and expected dividend yield of zero. Because the fair value of the ECF exceeded the net proceeds from the $83k Note, a charge was recorded to "Financing cost" for the excess of the fair value of the fair value of the ECF of $119,512 over the net proceeds from the note of $75,000, for a net charge of $44,512. The ECF qualifies for derivative accounting and bifurcation under ASC 815, "Derivatives and Hedging." The final allocation of the proceeds at inception was as follows:

Embedded conversion feature	$	119,512
Original issue discount and fees		8,000
Financing cost		(44,512)
Convertible note		---
Notes payable and bank loans, long-term portion	$	83,000

The discounts resulting from the original issue discount, warrants and embedded conversion feature are being amortized over the life of the $83k Note. Amortization expense related to discounts on this instrument in the three months ended June 30, 2018 and 2017 was $20,693 and $-0-, respectively. Amortization expense related to discounts in the six months ended June 30, 2018 and 2017 was $31,153 and $-0-, respectively. As of June 30, 2018, the unamortized discount was $51,847.

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NOTE 9 – CONVERTIBLE NOTES PAYABLE (CONTINUED)

During the six months ended June 30, 2018 and 2017, the Company made no repayments on this instrument. During the three months ended June 30, 2018 and 2017, the Company recorded interest expense on this instrument totaling $2,069 and $-0-, respectively. During the six months ended June 30, 2018 and 2017, the Company recorded interest expense on this instrument totaling $3,115 and $-0-, respectively.

Convertible Notes Payable ($105,000) – March 2018

On March 5, 2018, the Company entered into a securities purchase agreement for the sale of a $105,000 convertible note (the "$105k Note"). The transaction closed on March 12, 2018. The $105k Note included $5,000 fees for net proceeds of $100,000. The $105k Note has an interest rate of 10% and a default interest rate of 24% and matures on March 5, 2019. The $113k Note may be converted into common stock of the Company by the holder at any time after the 6-month anniversary of the issuance date, subject to a 9.9% beneficial ownership limitation, at a conversion price per share equal to 40% discount to the lowest bid or trading price of the Company's common stock during the twenty (20) trading days prior to the conversion date. Upon an event of default, 110-150% of the outstanding principal and any interest due amount shall be immediately due, depending on the nature of the breach.

The fair value of the ECF of the $105k Note was calculated using the Black-Scholes pricing model at $153,371, with the following assumptions: risk-free interest rate of 2.06%, expected life of 1 year, volatility of 278.96%, and expected dividend yield of zero. Because the fair value of the ECF exceeded the net proceeds from the $105k Note, a charge was recorded to "Financing cost" for the excess of the fair value of the fair value of the ECF of $153,371 over the net proceeds from the note of $100,000, for a net charge of $53,371. The ECF qualifies for derivative accounting and bifurcation under ASC 815, "Derivatives and Hedging." The final allocation of the proceeds at inception was as follows:

Embedded conversion feature	$	153,371
Original issue discount and fees		5,000
Financing cost		(53,371)
Convertible note		---
Notes payable and bank loans, long-term portion	$	105,000

The discounts resulting from the original issue discount, warrants and embedded conversion feature are being amortized over the life of the $105k Note. Amortization expense related to discounts on this instrument in the three months ended June 30, 2018 and 2017 was $26,178 and $-0-, respectively. Amortization expense related to discounts in the six months ended June 30, 2018 and 2017 was $33,658 and $-0-, respectively. As of June 30, 2018, the unamortized discount was $71,342.

During the six months ended June 30, 2018 and 2017, the Company made no repayments on this instrument. During the three months ended June 30, 2018 and 2017, the Company recorded interest expense on this instrument totaling $2,618 and $-0-, respectively. During the six months ended June 30, 2018 and 2017, the Company recorded interest expense on this instrument totaling $3,366 and $-0-, respectively.

Convertible Notes Payable ($63,000) – April 2018

On April 2, 2018, the Company entered into a securities purchase agreement for the sale of a $63,000 convertible note (the "$63k Note"). The transaction closed on April 3, 2018. The $63k Note included $3,000 fees for net proceeds of $60,000. The $63k Note has an interest rate of 10% and a default interest rate of 22% and matures on January 15, 2019. The $63k Note may be converted into common stock of the Company by the holder at any time after the 6-month anniversary of the issuance date, subject to a 4.99% beneficial ownership limitation, at a conversion price per share equal to a 39% discount to the lowest bid or trading price of the Company's common stock during the fifteen (15) trading days prior to the conversion date. Upon an event of default caused by the Company's failure to deliver shares upon a conversion pursuant to the terms of the Note, 300% of the outstanding principal and any interest due amount shall be immediately due. Upon an event of default caused by the Company's breach of any other events of default specified in the Note, 150% of the outstanding principal and any interest due amount shall be immediately due.

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NOTE 9 – CONVERTIBLE NOTES PAYABLE (CONTINUED)

The fair value of the ECF of the $63k Note was calculated using the Black-Scholes pricing model at $83,806, with the following assumptions: risk-free interest rate of 2.08%, expected life of 0.79 years, volatility of 260.76%, and expected dividend yield of zero. Because the fair value of the ECF exceeded the net proceeds, a charge was recorded to "Financing cost" for the excess of the fair value of the fair value of the ECF of $83,806 over the net proceeds from the note of $60,000, for a net charge of $23,806. The ECF qualifies for derivative accounting and bifurcation under ASC 815, "Derivatives and Hedging." The final allocation of the proceeds at inception was as follows:

Embedded conversion feature	$	83,806
Original issue discount and fees		3,000
Financing cost		(23,806)
Convertible note		---
Notes payable and bank loans, long-term portion	$	63,000

The discounts resulting from the original issue discount, warrants and embedded conversion feature are being amortized over the life of the note. Amortization expense related to discounts on this instrument in the three and six months ended June 30, 2018 was $19,469. As of June 30, 2018, the unamortized discount was $43,531.

During the six months ended June 30, 2018 and 2017, the Company made no repayments on this instrument. During the three and six months ended June 30, 2018 and 2017, the Company recorded interest expense on this instrument totaling $1,536 and $-0-, respectively.

Convertible Notes Payable ($57,750) – April 2018

On April 16, 2018, the Company entered into a securities purchase agreement for the sale of a $57,750 convertible note (the "$57.8k Note II"). The transaction closed on April 17, 2018. The $57.8k Note II Note included $7,750 fees for net proceeds of $50,000. The $57.8k Note II Note has an interest rate of 10% and a default interest rate of 18% and matures on April 16, 2019. The $57.8k Note II Note may be converted into common stock of the Company by the holder at any time after the issuance date, subject to a 4.99% beneficial ownership limitation, at a conversion price per share equal to a 40% discount to the lowest bid or trading price of the Company's common stock during the twenty (20) trading days prior to the conversion date. Upon an event of default caused by the Company's failure to deliver shares upon a conversion pursuant to the terms of the Note, 200% of the outstanding principal and any interest due amount shall be immediately due. Upon an event of default caused by the Company's breach of any other events of default specified in the Note, 150% of the outstanding principal and any interest due amount shall be immediately due.

The fair value of the ECF of the $57.8k Note II was calculated using the Black-Scholes pricing model at $83,897, with the following assumptions: risk-free interest rate of 2.12%, expected life of 1 year, volatility of 270.41%, and expected dividend yield of zero. Because the fair value of the ECF exceeded the net proceeds, a charge was recorded to "Financing cost" for the excess of the fair value of the fair value of the ECF of $83,397 over the net proceeds from the note of $50,000, for a net charge of $33,397. The ECF qualifies for derivative accounting and bifurcation under ASC 815, "Derivatives and Hedging." The final allocation of the proceeds at inception was as follows:

Embedded conversion feature	$	83,397
Original issue discount and fees		7,750
Financing cost		(33,397)
Convertible note		---
Notes payable and bank loans, long-term portion	$	57,750

The discounts resulting from the original issue discount, warrants and embedded conversion feature are being amortized over the life of the note. Amortization expense related to discounts on this instrument in the three and six months ended June 30, 2018 was $11,866. As of June 30, 2018, the unamortized discount was $45,884.

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NOTE 9 – CONVERTIBLE NOTES PAYABLE (CONTINUED)

During the six months ended June 30, 2018 and 2017, the Company made no repayments on this instrument. During the three and six months ended June 30, 2018, the Company recorded interest expense on this instrument totaling $1,187, respectively.

Convertible Notes Payable ($90,000) – April 2018

On April 18, 2018, the Company entered into a securities purchase agreement for the sale of a $90,000 convertible note (the "$90k Note"). The transaction closed on April 18, 2018. The $90k Note included $4,500 fees for net proceeds of $85,500. The $90k Note has an interest rate of 10% and a default interest rate of 24% and matures on April 18, 2019. The $90k Note may be converted into common stock of the Company by the holder at any time after the issuance date, subject to a 4.99% beneficial ownership limitation, at a conversion price per share equal to a 40% discount to the lowest bid or trading price of the Company's common stock during the twenty (20) trading days prior to the conversion date. Upon an event of default caused by the Company's failure to deliver shares upon a conversion pursuant to the terms of the Note, the Company would incur a penalty of $250 per day beginning on the fourth day after the conversion notice, increasing to $500 per day beginning on the tenth day. Upon an event of default caused by the Company's breach of any other events of default specified in the Note, 150% of the outstanding principal and any interest due amount shall be immediately.

The fair value of the ECF of the $90k Note was calculated using the Black-Scholes pricing model at $130,136, with the following assumptions: risk-free interest rate of 2.17%, expected life of 1 year, volatility of 271.31%, and expected dividend yield of zero. Because the fair value of the ECF exceeded the net proceeds, a charge was recorded to "Financing cost" for the excess of the fair value of the fair value of the ECF of $130,136 over the net proceeds from the note of $85,500, for a net charge of $44,636. The ECF qualifies for derivative accounting and bifurcation under ASC 815, "Derivatives and Hedging." The final allocation of the proceeds at inception was as follows:

Embedded conversion feature	$	130,136
Original issue discount and fees		4,500
Financing cost		(44,636)
Convertible note		---
Notes payable and bank loans, long-term portion	$	90,000

The discounts resulting from the original issue discount, warrants and embedded conversion feature are being amortized over the life of the note. Amortization expense related to discounts on this instrument in the three and six months ended June 30, 2018 was $18,000. As of June 30, 2018, the unamortized discount was $72,000.

During the six months ended June 30, 2018 and 2017, the Company made no repayments on this instrument. During the three and six months ended June 30, 2018, the Company recorded interest expense on this instrument totaling $1,800.

Convertible Notes Payable ($53,000) – April 2018

On April 18, 2018, the Company entered into a securities purchase agreement for the sale of a $53,000 convertible note (the "$53k Note III"). The transaction closed on April 23, 2018. The $53k Note III included $3,000 fees for net proceeds of $50,000. The $53k Note III has an interest rate of 10% and a default interest rate of 22% and matures on January 30, 2019. The $53k Note III may be converted into common stock of the Company by the holder at any time after the 6-month anniversary of the issuance date, subject to a 4.99% beneficial ownership limitation, at a conversion price per share equal to a 39% discount to the lowest bid or trading price of the Company's common stock during the fifteen (15) trading days prior to the conversion date. Upon an event of default caused by the Company's failure to deliver shares upon a conversion pursuant to the terms of the Note, 300% of the outstanding principal and any interest due amount shall be immediately due. Upon an event of default caused by the Company's breach of any other events of default specified in the Note, 150% of the outstanding principal and any interest due amount shall be immediately due.

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NOTE 9 – CONVERTIBLE NOTES PAYABLE (CONTINUED)

The fair value of the ECF of the $53k Note III was calculated using the Black-Scholes pricing model at $71,679, with the following assumptions: risk-free interest rate of 2.17%, expected life of 0.79 years, volatility of 271.31%, and expected dividend yield of zero. Because the fair value of the ECF exceeded the net proceeds, a charge was recorded to "Financing cost" for the excess of the fair value of the fair value of the ECF of $71,679 over the net proceeds from the note of $50,000, for a net charge of $21,679. The ECF qualifies for derivative accounting and bifurcation under ASC 815, "Derivatives and Hedging." The final allocation of the proceeds at inception was as follows:

Embedded conversion feature	$	71,679
Original issue discount and fees		3,000
Financing cost		(21,679)
Convertible note		---
Notes payable and bank loans, long-term portion	$	53,000

The discounts resulting from the original issue discount, warrants and embedded conversion feature are being amortized over the life of the note. Amortization expense related to discounts on this instrument in the three and six months ended June 30, 2018 was $13,481. As of June 30, 2018, the unamortized discount was $39,519.

During the six months ended June 30, 2018 and 2017, the Company made no repayments on this instrument. During the three and six months ended June 30, 2018, the Company recorded interest expense on this instrument totaling $1,060.

Convertible Notes Payable ($68,250) – May 2018

On May 3, 2018, the Company entered into a securities purchase agreement for the sale of a $68,250 convertible note (the "$68.3k Note"). The transaction closed on May 4, 2018. The $68.3k Note included $3,250 fees for net proceeds of $60,000. The $68.3k Note has an interest rate of 10% and a default interest rate of 24% and matures on May 3, 2019. The $68.3k Note may be converted into common stock of the Company by the holder at any time after the 6-month anniversary of the issuance date, subject to a 4.99% beneficial ownership limitation, at a conversion price per share equal to a 40% discount to the lowest bid or trading price of the Company's common stock during the twenty (20) trading days prior to the conversion date. Upon an event of default caused by the Company's failure to deliver shares upon a conversion pursuant to the terms of the Note, the Company would incur a penalty of $250 per day beginning on the fourth day after the conversion notice, increasing to $500 per day beginning on the tenth day. Upon an event of default caused by the Company's failure to maintain a listing for its common stock, the outstanding principal shall increase by 50%. Upon an event of default caused by the Company's failure to maintain a bid price for its common stock, the outstanding principal shall increase by 20%.

The fair value of the ECF of the $68.3k Note was calculated using the Black-Scholes pricing model at $99,422, with the following assumptions: risk-free interest rate of 2.24%, expected life of 1 year, volatility of 276.40%, and expected dividend yield of zero. Because the fair value of the ECF exceeded the net proceeds, a charge was recorded to "Financing cost" for the excess of the fair value of the fair value of the ECF of $99,422 over the net proceeds from the note of $65,000, for a net charge of $34,422. The ECF qualifies for derivative accounting and bifurcation under ASC 815, "Derivatives and Hedging." The final allocation of the proceeds at inception was as follows:

Embedded conversion feature	$	99,422
Original issue discount and fees		3,250
Financing cost		(34,422)
Convertible note		---
Notes payable and bank loans, long-term portion	$	68,250

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NOTE 9 – CONVERTIBLE NOTES PAYABLE (CONTINUED)

The discounts resulting from the original issue discount, warrants and embedded conversion feature are being amortized over the life of the note. Amortization expense related to discounts on this instrument in the three and six months ended June 30, 2018 was $10,816. As of June 30, 2018, the unamortized discount was $57,434.

During the six months ended June 30, 2018 and 2017, the Company made no repayments on this instrument. During the three and six months ended June 30, 2018, the Company recorded interest expense on this instrument totaling $1,085.

Convertible Notes Payable ($37,000) – May 2018

On May 7, 2018, the Company entered into a securities purchase agreement for the sale of a $37,000 convertible note (the “$37k Note”). The transaction closed on May 9, 2018. The $37k Note included $2,000 fees for net proceeds of $35,000. The $37k Note has an interest rate of 10% and a default interest rate of 24% and matures on May 7, 2019. The $37k Note may be converted into common stock of the Company by the holder at any time after the 6-month anniversary of the issuance date, subject to a 4.99% beneficial ownership limitation, at a conversion price per share equal to a 40% discount to the lowest bid or trading price of the Company’s common stock during the twenty (20) trading days prior to the conversion date. Upon an event of default caused by the Company’s failure to deliver shares upon a conversion pursuant to the terms of the Note, the Company would incur a penalty of $250 per day beginning on the fourth day after the conversion notice, increasing to $500 per day beginning on the tenth day. Upon an event of default caused by the Company’s failure to maintain a listing for its common stock, the outstanding principal shall increase by 50%. Upon an event of default caused by the Company’s failure to maintain a bid price for its common stock, the outstanding principal shall increase by 20%.

The fair value of the ECF of the $37k Note was calculated using the Black-Scholes pricing model at $54,086, with the following assumptions: risk-free interest rate of 2.25%, expected life of 1 year, volatility of 279.44%, and expected dividend yield of zero. Because the fair value of the ECF exceeded the net proceeds, a charge was recorded to “Financing cost” for the excess of the fair value of the fair value of the ECF of $54,086 over the net proceeds from the note of $35,000, for a net charge of $19,086. The ECF qualifies for derivative accounting and bifurcation under ASC 815, “Derivatives and Hedging.” The final allocation of the proceeds at inception was as follows:

Embedded conversion feature	$	54,086
Original issue discount and fees		2,000
Financing cost		(19,086)
Convertible note		---
Notes payable and bank loans, long-term portion	$	37,000

The discounts resulting from the original issue discount, warrants and embedded conversion feature are being amortized over the life of the note. Amortization expense related to discounts on this instrument in the three and six months ended June 30, 2018 was $5,474. As of June 30, 2018, the unamortized discount was $31,526.

During the six months ended June 30, 2018 and 2017, the Company made no repayments on this instrument. During the three and six months ended June 30, 2018, the Company recorded interest expense on this instrument totaling $547.

Convertible Notes Payable ($63,000) – May 2018

On May 9, 2018, the Company entered into a securities purchase agreement for the sale of a $63,000 convertible note (the “$63k Note II”). The transaction closed on May 12, 2018. The $63k Note II included $3,000 fees for net proceeds of $60,000. The $63k Note II has an interest rate of 10% and a default interest rate of 22% and matures on May 7, 2019. The $63k Note II may be converted into common stock of the Company by the holder at any time after the 6-month anniversary of the issuance date, subject to a 4.99% beneficial ownership limitation, at a conversion price per share equal to a 39% discount to the lowest bid or trading price of the Company’s common stock during the fifteen (15) trading days prior to the conversion date. Upon an event of default caused by the Company’s failure to deliver shares upon a conversion pursuant to the terms of the Note, 300% of the outstanding principal and any interest due amount shall be immediately due. Upon an event of default caused by the Company’s breach of any other events of default specified in the Note, 150% of the outstanding principal and any interest due amount shall be immediately due.

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NOTE 9 – CONVERTIBLE NOTES PAYABLE (CONTINUED)

The fair value of the ECF of the $63k Note II was calculated using the Black-Scholes pricing model at $90,390, with the following assumptions: risk-free interest rate of 2.27%, expected life of 0.99 years, volatility of 279.53%, and expected dividend yield of zero. Because the fair value of the ECF exceeded the net proceeds, a charge was recorded to "Financing cost" for the excess of the fair value of the fair value of the ECF of $90,390 over the net proceeds from the note of $60,000, for a net charge of $30,390. The ECF qualifies for derivative accounting and bifurcation under ASC 815, "Derivatives and Hedging." The final allocation of the proceeds at inception was as follows:

Embedded conversion feature	$	90,390
Original issue discount and fees		3,000
Financing cost		(30,390)
Convertible note		---
Notes payable and bank loans, long-term portion	$	63,000

The discounts resulting from the original issue discount, warrants and embedded conversion feature are being amortized over the life of the note. Amortization expense related to discounts on this instrument in the three and six months ended June 30, 2018 was $9,025. As of June 30, 2018, the unamortized discount was $53,975.

During the six months ended June 30, 2018 and 2017, the Company made no repayments on this instrument. During the three and six months ended June 30, 2018, the Company recorded interest expense on this instrument totaling $898.

Convertible Notes Payable ($78,750) – May 2018

On May 24, 2018, the Company entered into a securities purchase agreement for the sale of a $78,750 convertible note (the "$78.8k Note"). The $78.8k Note included $3,750 fees for net proceeds of $75,000. The $78.8k Note has an interest rate of 10% and a default interest rate of 24% and matures on May 24, 2019. The $78.8k Note may be converted into common stock of the Company by the holder at any time after the 6-month anniversary of the issuance date, subject to a 4.99% beneficial ownership limitation, at a conversion price per share equal to a 40% discount to the lowest bid or trading price of the Company's common stock during the twenty (20) trading days prior to the conversion date. Upon an event of default caused by the Company's failure to deliver shares upon a conversion pursuant to the terms of the Note, the Company would incur a penalty of $250 per day beginning on the fourth day after the conversion notice, increasing to $500 per day beginning on the tenth day. Upon an event of default caused by the Company's failure to maintain a listing for its common stock, the outstanding principal shall increase by 50%. Upon an event of default caused by the Company's failure to maintain a bid price for its common stock, the outstanding principal shall increase by 20%. If nto paid at maturity, the amount due under the note increases by 10%.

The fair value of the ECF of the $63k Note II was calculated using the Black-Scholes pricing model at $116,027, with the following assumptions: risk-free interest rate of 2.28%, expected life of 1 year, volatility of 285.70%, and expected dividend yield of zero. Because the fair value of the ECF exceeded the net proceeds from the $63k Note II, a charge was recorded to "Financing cost" for the excess of the fair value of the fair value of the ECF of $116,027 over the net proceeds from the note of $75,000, for a net charge of $41,027. The ECF qualifies for derivative accounting and bifurcation under ASC 815, "Derivatives and Hedging." The final allocation of the proceeds at inception was as follows:

Embedded conversion feature	$	116,027
Original issue discount and fees		3,750
Financing cost		(41,027)
Convertible note		---
Notes payable and bank loans, long-term portion	$	78,750

The discounts resulting from the original issue discount, warrants and embedded conversion feature are being amortized over the life of the note. Amortization expense related to discounts on this instrument in the three and six months ended June 30, 2018 was $7,983. As of June 30, 2018, the unamortized discount was $70,767.

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NOTE 9 – CONVERTIBLE NOTES PAYABLE (CONTINUED)

During the six months ended June 30, 2018 and 2017, the Company made no repayments on this instrument. During the three and six months ended June 30, 2018, the Company recorded interest expense on this instrument totaling $798.

NOTE 10 – DERIVATIVE FINANCIAL INSTRUMENTS

Derivative financial instruments are comprised of the fair value of conversion features embedded in convertible promissory notes for which the conversion rate is not fixed, but instead is adjusted based on a discount to the market price of the Company's common stock. The fair market value of the derivative liabilities was calculated at inception of each convertible promissory notes for which the conversion rate is not fixed and allocated to the respective convertible notes, with any excess recorded as a charge to "Financing cost." The derivative financial instruments are then revalued at the end of each period, with the change in value recorded to "Change in fair value of on derivative financial instruments."

Derivative financial instruments and changes thereto recorded in the six months ended June 30, 2018 include the following:

	Fair Value as of December 31, 2017	Inception of Derivative Financial Instruments	Change in Fair Value of Derivative Financial Instruments	Write off Derivative Financial Instruments	Fair Value as of June 30, 2018
$53k Note - July 2017	$ 48,876	$ ---	$ 5,017	$ (53,893)	$ ---
$35k Note - September 2017	36,161	---	1,108	(37,269)	---
$55k Note - September 2017	64,656	---	5,032	(69,688)	---
$53k Note #2 - October 2017	58,216	---	(2,426)	(55,790)	---
$171.5k Note - October 2017	190,580	---	(7,953)	---	182,627
$57.8k Note - January 2018	---	82,652	(21,229)	---	61,423
$112.8k Note - February 2018	---	161,527	(8,207)	---	153,320
$83k Note - February 2018	---	119,512	(5,433)	---	114,079
$105k Note - March 2018	---	153,371	(6,482)	---	146,889
$63k Note - April 2018	---	83,806	234	---	84,040
$57.8k Note - April 2018	---	83,397	(51)	---	83,346
$90k Note - April 2018	---	130,136	(78)	---	130,058
$53k Note II - April 2018	---	71,679	172	---	71,851
$68.3k Note - May 2018	---	99,422	189	---	99,611
$37k Note May 2018	---	54,086	11	---	54,097
$63k Note II - May 2018	---	90,390	1,721	---	92,111
$78.8k Note - May 2018	---	116,027	210	---	116,237
	$ 398,489	$ 1,246,005	$ (38,165)	$ (216,640)	$ 1,389,689

During the six months ended June 30, 2018, the $53k Note, the $35k Note, the $55k Note, and the $53k Note II were each repaid in full. Accordingly, the derivative financial instruments associated with the ECFs of these convertible notes were written off in connection with the extinguishment of each convertible note.

Fair market value of the derivative financial instruments is measured using the Black-Scholes pricing model with the following assumptions: risk-free interest rate of 1.21% to 2.33%, expected life of 0.27-1.00 years, volatility of 172.67% to 303.06%, and expected dividend yield of zero. The entire amount of derivative instrument liabilities is classified as current due to the fact that settlement of the derivative instruments could be required within twelve months of the balance sheet date. The Company had no derivative financial instruments in the six months ended June 30, 2017.

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NOTE 11 – SHAREHOLDERS' DEFICIT

Issuance of Common Stock

On January 3, 2018, holders of a majority of the voting power of the outstanding capital stock of the Company, acting by written consented, authorized and approved an amendment to the Amended and Restated Articles of Incorporation of the Company increasing the amount of authorized shares of common stock to 500,000,000 shares from 230,000,000 shares. On February 5, 2018, the Company filed the amendment with the Secretary of State of Nevada to effect the increase.

On January 11, 2018, the Company sold 588,235 shares of common stock in a private placement transaction to an investor and received $50,000 in proceeds from the sale. The shares were issued at a share price of $0.085 per share. In connection with the stock sales, the Company also issued 588,235 five-year warrants to purchase shares of common stock at an exercise price of $0.15 per share.

On February 28, 2018, the Company sold 2,352,942 shares of common stock in private placement transactions to two investors and received $200,000 in proceeds from the sale. The shares were issued at a share price of $0.085 per share. In connection with the stock sales, the Company also issued 1,764,706 five-year warrants to purchase shares of common stock at an exercise price of $0.15 per share.

On May 10, 2018, the Company sold 100,000 shares of common stock in private placement transactions to an investor and received $15,500 in proceeds from the sale. The shares were issued at a share price of $0.155 per share. In connection with the stock sale, the Company also issued 50,000 five-year warrants to purchase shares of common stock at an exercise price of $0.25 per share.

On June 14, 2018, the Company sold 208,000 shares of common stock in private placement transactions to an investor and received $52,000 in proceeds from the sale. The shares were issued at a share price of $0.25 per share. In connection with the stock sale, the Company also issued 104,000 five-year warrants to purchase shares of common stock at an exercise price of $0.35 per share.

During the six months ended June 30, 2018, the Company issued 1,856,480 common shares pursuant to draws made by the Company under the Investment Agreement. The Company received an aggregate of $328,003 in net proceeds from the draws.

Common Stock Issuable

As of June 30, 2018 and December 31, 2017, the Company was obligated to issue 18,021 and 47,101 shares of common stock, respectively, in exchange for professional services provided by a third party consultant. During the six months ended June 30, 2018 and 2017, the Company recognized expense related to shares earned by the consultant of $27,354 and $28,964, respectively.

As of June 30, 2018 and December 31, 2017, the Company was obligated to issue -0- and 75,000 shares, respectively, to an employee pursuant to the EIP.

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NOTE 11 – SHAREHOLDERS' DEFICIT (CONTINUED)

Stock Warrants

Transactions involving our stock warrants during the six months ended June 30, 2018 and 2017 are summarized as follows:

	2018		2017	
	Number	Weighted Average Exercise Price	Number	Weighted Average Exercise Price
Outstanding at beginning of the period	20,526,387	$ 0.23	10,576,389	$ 0.08
Granted during the period	9,960,403	$ 0.10	7,990,000	$ 0.42
Exercised during the period	---	$ ---	---	$ ---
Terminated during the period	---	$ ---	---	$ ---
Outstanding at end of the period	30,486,790	$ 0.19	18,566,389	$ 0.23
Exercisable at end of the period	30,486,790	$ 0.19	18,566,389	$ 0.23
Weighted average remaining life	4.0 years		4.7 years	

The following table summarizes information about the Company's stock warrants outstanding as of June 30, 2018:

Warrants Outstanding				Warrants Exercisable	
Exercise Prices	Number Outstanding	Weighted-Average Remaining Contractual Life (years)	Weighted-Average Exercise Price	Number Exercisable	Weighted-Average Exercise Price
$ 0.05 to 0.09	15,192,351	4.2	$ 0.07	15,192,351	$ 0.07
$ 0.10 to 0.15	5,640,441	3.7	$ 0.13	5,640,441	$ 0.13
$ 0.25 to 0.50	8,463,998	3.9	$ 0.33	8,463,998	$ 0.33
$ 0.51 to 1.00	1,190,000	3.8	$ 0.97	1,190,000	$ 0.97
$ 0.05 to 1.00	30,486,790	4.0	$ 0.19	30,486,790	$ 0.19

During the six months ended June 30, 2018, the Company issued 9,960,403 warrants. The fair value of the warrants was calculated using the Black-Scholes pricing model with the following assumptions: risk-free interest rate of 2.32% to 2.83%, expected life of 3-5 years, volatility of 261.18% to 301.64%, and expected dividend yield of zero. The aggregate grant date fair value of warrants issued during the six months ended June 30, 2018 was $705,221.

In June 2018, the Company issued 600,000 five-year warrants with an exercise price of $0.15 to two individuals for consulting services to be performed between June 6 and December 6, 2018. The fair value of the warrants was $94,844, which is being recognized on a straight-line basis over the six-month service period. During the six months ended June 30, 2018, the Company recognized general and administrative expense of $12,439 related to these warrants.

Employee Equity Incentive Plan

On January 1, 2016, the Company instituted the Employee Equity Incentive Plan (the "EIP") for the purpose of having equity awards available to allow for equity participation by its employees. The EIP allows for the issuance of up to 15,503,680 shares of the Company's common stock to employees, which may be issued in the form of stock options, stock appreciation rights, or restricted shares. The EIP is governed by the Company's board, or a committee that may be appointed by the board in the future.

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NOTE 11 – SHAREHOLDERS' DEFICIT (CONTINUED)

The following table summarizes the status of shares issued and outstanding under the EIP outstanding as of and for the six months ended June 30, 2018 and 2017:

	2018	2017
Outstanding at beginning of the period	1,498,750	1,552,500
Granted during the period	---	---
Terminated during the period	---	(110,000)
Outstanding at end of the period	1,498,750	1,442,500
Shares vested at period-end	1,058,750	813,750
Weighted average grant date fair value of shares granted during the period	$ ---	$ ---
Aggregate grant date fair value of shares granted during the period	$ ---	$ ---
Shares available for grant pursuant to EIP at period-end	11,496,934	11,711,184

Total stock based compensation recognized for grants under the EIP was $6,445 and $6,020 during the six months ended June 30, 2018 and 2017, respectively. Total unrecognized stock compensation related to these grants was $38,335 as of June 30, 2018.

A summary of the status of non-vested shares issued pursuant to the EIP as of and for the six months ended June 30, 2018 and 2017 is presented below:

	2018		2017	
	Shares	Weighted Average Grant Date Fair Value	Shares	Weighted Average Grant Date Fair Value
Nonvested at beginning of period	628,750	$ 0.05	940,000	$ 0.04
Granted	---	$ ---	---	$ ---
Vested	(188,750)	$ 0.04	(207,500)	$ 0.04
Forfeited	---	$ ---	(110,000)	$ 0.05
Nonvested at end of period	440,000	$ 0.05	622,500	$ 0.04

Employee Stock Options

The following table summarizes the status of options outstanding as of and for the six months ended June 30, 2018 and 2017:

	2018		2017	
	Number	Weighted Average Exercise Price	Number	Weighted Average Exercise Price
Outstanding at beginning of the period	2,349,996	$ 0.12	2,349,996	$ 0.12
Granted during the period	158,000	$ 0.11	---	$ ---
Exercised during the period	---	$ ---	---	$ ---
Forfeited during the period	---	$ ---	---	$ ---
Outstanding at end of the period	2,507,996	$ 0.12	2,349,996	$ 0.12
Options exercisable at period-end	836,000		100,000	
Weighted average remaining life (in years)	7.9		9.1	
Weighted average grant date fair value of options granted during the period	$ 0.09		$ ---	
Options available for grant at period-end	11,496,934		11,711,184	

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NOTE 11 – SHAREHOLDERS' DEFICIT (CONTINUED)

The following table summarizes information about the Company's stock options outstanding as of June 30, 2018:

	Options Outstanding			Options Exercisable	
Exercise Prices	Number Outstanding	Weighted-Average Remaining Contractual Life (years)	Weighted-Average Exercise Price	Number Exercisable	Weighted-Average Exercise Price
$ --- to 0.10	1,733,000	7.6	$ 0.08	783,000	0.08
$ 0.11 to 0.20	774,996	8.5	$ 0.20	53,000	0.19
$ 0.08 to 0.20	2,507,996	7.9	$ 0.12	836,000	$ 0.09

Total stock based compensation recognized related to option grants was $3,223 and $2,750 during the three months ended June 30, 2018 and 2017, respectively, and $6,445 and $5,900 during the six months ended June 30, 2018 and 2017.

A summary of the status of non-vested options issued pursuant to the EIP as of and for the six months ended June 30, 2018 and 2017 is presented below:

	2018		2017	
	Shares	Weighted Average Grant Date Fair Value	Shares	Weighted Average Grant Date Fair Value
Nonvested at beginning of period	1,774,996	$ 0.03	2,249,996	$ 0.03
Granted	158,000	$ 0.09	---	$ ---
Vested	(261,000)	$ 0.02	---	$ ---
Forfeited	---	$ ---	---	$ ---
Nonvested at end of period	1,671,996	$ 0.03	2,249,996	$ 0.03

NOTE 12 – COMMITMENTS AND CONTINGENCIES

Service contracts

The Company carries various service contracts on its office buildings & certain copier equipment for repairs, maintenance and inspections. All contracts are short term and can be cancelled.

Litigation

From time to time, we may become involved in various lawsuits and legal proceedings, which arise, in the ordinary course of business. However, litigation is subject to inherent uncertainties, and an adverse result in these or other matters may arise from time to time that may harm our business. We are not aware of any such legal proceedings that we believe will have, individually or in the aggregate, a material adverse effect on our business, financial condition or operating results.

Leases

The Company has two real estate leases in Naples, Florida. The Company entered into an operating lease for its main office in Naples, Florida beginning on August 1, 2013 and expiring July 31, 2020. The lease is for a 6901 square-foot space. The base rent for the first full year of the lease term is $251,287 per annum with increases during the period. The Company entered into another operating lease in the same building for an additional 361 square feet space for use of the medical equipment for the same period. The base rent for the first full year of the lease term is $13,140 per annum.

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NOTE 12 – COMMITMENTS AND CONTINGENCIES (CONTINUED)

During 2017, the Company entered into an agreement with MOD pursuant to which the Company will pay rent to MOD in the amount of $2,040 per month for office space in MOD's facility used by the Company and its employees. The agreement is effective from January 1, 2017 through July 31, 2018. During the six months ended June 30, 2018 and 2017, the Company recognized rent expense related to the marketing agreement in the amount of $12,240 and $12,240, respectively, pursuant to this agreement and had prepaid an additional $18,217 toward future rent as of June 30, 2018.

Total lease expense for the three months ended June, 2018 and 2017 was $68,610 and $78,530, respectively. Total lease expense for the six months ended June, 2018 and 2017 was $146,621 and $140,290, respectively.

Future minimum lease payments (excluding real estate taxes and maintenance costs) as of June 30, 2018 are as follows:

2018 (July to December)	$	137,006
2019		273,856
2020		162,055
2021		---
2022		---
Total	$	572,917

Employment/Consulting Agreements

The Company has employment agreements with each of its four physicians. The agreements generally call for a fixed salary at the beginning of the contract with a transaction to performance based pay later in the contract. The contracts expire at various times through 2019, with early termination available upon a notice period of 30-90 days during which compensation is paid to the physician but NWC has no further severance obligation.

On July 1, 2016, HLYK entered into an employment agreement with Dr. Michael Dent, Chief Executive Officer and a member of the Board of Directors. Dr. Dent's employment agreement continues until terminated by Dr. Dent or HLYK. If Dr. Dent's employment is terminated by HLYK (unless such termination is "For Cause" as defined in his employment agreement), then upon signing a general waiver and release, Dr. Dent will be entitled to severance in an amount equal to 12 months of his then-current annual base salary, as well as the pro-rata portion of any bonus that would be due and payable to him. In the event that Dr. Dent terminates the employment agreement, he shall be entitled to any accrued but unpaid salary and other benefits up to and including the date of termination, and the pro-rata portion of any unvested time-based options up until the date of termination.

On July 1, 2016, HLYK entered into an agreement with Mr. George O'Leary, the Company's Chief Financial Officer and a member of the Board of Directors, extending his prior agreement with the Company. Mr. O'Leary's employment agreement continues until terminated by Mr. O'Leary or HLYK. If Mr. O'Leary employment is terminated by HLYK (unless such termination is "For Cause" as defined in his employment agreement), then upon signing a general waiver and release, Mr. O'Leary will be entitled to receive his base salary and the Company shall maintain his employee benefits for a period of twelve (12) months beginning on the date of termination. In the event that Mr. O'Leary terminates the agreement, he shall be entitled to any accrued by unpaid salary and other benefits up to and including the date of termination. On July 1, 2018, HLYK and Mr. O'Leary entered into an Extension Letter Agreement pursuant to which Mr. O'Leary was increased to full time employment (previously half-time) and agreed to extend the term of his employment to June 30, 2022. In addition to a base salary, the extension provides Mr. O'Leary with certain performance-based cash bonuses, stock grants, and stock option grants.

NOTE 13 – SEGMENT REPORTING

The Company has two reportable segments: NWC and HLYK. NWC is a multi-specialty medical group including OB/GYN (both Obstetrics and Gynecology), and General Practice. The practice's office is located in Naples, Florida. HLYK plans to operate an online personal medical information and record archive system, the "HealthLynked Network", which will enable patients and doctors to keep track of medical information via the Internet in a cloud based system. Patients will complete a detailed online personal medical history including past surgical history, medications, allergies, and family history. Once this information is entered patients and their treating physicians will be able to update the information as needed to provide a comprehensive medical history.

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NOTE 13 – SEGMENT REPORTING (CONTINUED)

The Company evaluates performance and allocates resources based on profit or loss from operations before income taxes. The accounting policies of the reportable segments are the same as those described in the summary of significant accounting policies.

Segment information for the three months ended June 30, 2018 and 2017 was as follows:

	Three Months Ended June 30, 2018			Three Months Ended June 30, 2017		
	NWC	HLYK	Total	NWC	HLYK	Total
Revenue						
Patient service revenue, net	$ 566,320	$ ---	$ 566,320	$ 516,798	$ ---	$ 516,798
Medicare incentives	---	---	---	---	---	---
Total revenue	566,320	---	566,320	516,798	---	516,798
Operating Expenses						
Salaries and benefits	348,955	269,188	618,143	334,484	160,647	495,131
General and administrative	190,808	361,775	552,583	213,501	284,877	498,378
Depreciation and amortization	5,575	454	6,029	5,602	257	5,859
Total Operating Expenses	545,338	631,417	1,176,755	553,587	445,781	999,368
Loss from operations	$ 20,982	$ (631,417)	$ (610,435)	$ (36,789)	$ (445,781)	$ (482,570)
Other Segment Information						
Interest expense	$ 6,005	$ 45,001	$ 51,006	$ 5,603	$ 14,607	$ 20,210
Loss on extinguishment of debt	$ ---	$ (16,864)	$ (16,864)	$ ---	$ ---	$ ---
Loss at inception of convertible notes payable	$ ---	$ 248,443	$ 248,443	$ ---	$ ---	$ ---
Amortization of original issue and debt discounts on convertible notes	$ ---	$ 244,563	$ 244,563	$ ---	$ 58,524	$ 58,524
Change in fair value of derivative financial instruments	$ ---	$ 52,786	$ 52,786	$ ---	$ ---	$ ---

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NOTE 13 – SEGMENT REPORTING (CONTINUED)

Segment information for the six months ended June 30, 2018 and 2017 was as follows:

	Six Months Ended June 30, 2018			Six Months Ended June 30, 2017		
	NWC	HLYK	Total	NWC	HLYK	Total
Revenue						
Patient service revenue, net	$ 1,211,959	$---	$ 1,211,959	$ 992,916	$ ---	$ 992,916
Medicare incentives	---	---	---	---	---	---
Total revenue	1,211,959	---	1,211,959	992,916	---	992,916
Operating Expenses						
Salaries and benefits	752,010	426,989	1,178,999	679,438	283,567	963,005
General and administrative	416,460	710,951	1,127,411	390,834	497,570	888,404
Depreciation and amortization	11,149	909	12,058	11,257	310	11,567
Total Operating Expenses	1,179,619	1,138,849	2,318,468	1,081,529	781,447	1,862,976
Loss from operations	$ 32,340	$ (1,138,849)	$ (1,106,509)	$ (88,613)	$ (781,447)	$ (870,060)
Other Segment Information						
Interest expense	$ 11,702	$ 79,651	$ 91,353	$ 11,363	$ 26,434	$ 37,797
Loss on extinguishment of debt	$ ---	$ 308,359	$ 308,359	$ ---	$ ---	$ ---
Loss at inception of convertible notes payable	$ ---	$ 440,505	$ 440,505	$ ---	$ ---	$ ---
Amortization of original issue and debt discounts on convertible notes	$ ---	$ 399,398	$ 399,398	$ ---	$ 130,568	$ 130,568
Change in fair value of derivative financial instruments	$ ---	$ 38,165	$ 38,165	$ ---	$ ---	$ ---
	As of June 30, 2018			As of December 31, 2017		
Identifiable assets	$ 238,025	$ 447,305	$ 685,330	$ 248,255	$ 108,267	$ 356,522

During the three and six months ended June 30, 2018, HLYK recognized revenue of $6,888 related to subscription revenue billed to and paid for by NWC physicians for access to the HealthLynked Network, which the Company test-launched starting in the third quarter of 2017. The revenue for HLYK and related expense for NWC were eliminated on consolidation.

NOTE 14 – FAIR VALUE OF FINANCIAL INSTRUMENTS

The carrying amounts of certain financial instruments, including cash and cash equivalents, accounts receivable and accounts payable, approximate their respective fair values due to the short-term nature of such instruments.

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NOTE 14 – FAIR VALUE OF FINANCIAL INSTRUMENTS (CONTINUED)

The Company measures certain financial instruments at fair value on a recurring basis, including certain convertible notes payable and related party loans which were extinguished and reissued and are therefore subject to fair value measurement, as well as derivative financial instruments arising from conversion features embedded in convertible promissory notes for which the conversion rate is not fixed. All financial instruments carried at fair value fall within Level 3 of the fair value hierarchy as their value is based on unobservable inputs. The Company evaluates its financial assets and liabilities subject to fair value measurements on a recurring basis to determine the appropriate level in which to classify them for each reporting period. This determination requires significant judgments to be made.

The following table summarizes the conclusions reached regarding fair value measurements as of June 30, 2018 and December 31, 2017:

	As of June 30, 2018			
	Level 1	Level 2	Level 3	Total Fair Value
Convertible notes payable	$ ---	$ ---	$ 795,233	$ 795,233
Notes payable to related party	---	---	196,952	196,952
Derivative financial instruments	---	---	1,389,689	1,389,689
Total	$ ---	$ ---	$ 2,381,874	$ 2,381,874

	As of December 31, 2017			
	Level 1	Level 2	Level 3	Total Fair Value
Convertible notes payable	$ ---	$ ---	$ ---	$ ---
Notes payable to related party	---	---	---	---
Derivative financial instruments	---	---	398,489	398,489
Total	$ ---	$ ---	$ 398,489	$ 398,489

The changes in Level 3 financial instruments that are measured at fair value on a recurring basis during the three and six months ended June 30, 2018 and 2017 were as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2018	2017	2018	2017
Convertible notes payable	$ (20,921)	$ ---	$ (75,418)	$ ---
Notes payable to related party	(4,531)	---	(7,980)	---
Derivative financial instruments	52,786	---	38,165	---
Total	$ 27,334	$ ---	$ (45,233)	$ ---

NOTE 15 – SUBSEQUENT EVENTS

On July 11, 2018, the Company issued 200,000 three-year warrants with an exercise price of $0.25 and 300,000 three-year warrants with an exercise price of $0.50 to Iconic in exchange for extending the maturity date of the $550k Note, the $50k Note and the $111k Note until July 31, 2019.

On July 13, 2018, the Company issued 175,000 three-year warrants with an exercise price of $0.25 and 75,000 three-year warrants with an exercise price of $0.50 to Iconic in exchange for further extending the maturity date of the $550k Note, the $50k Note and the $111k Note until December 31, 2019.

On July 18, 2018, the Company completed a $2,000,000 private placement of common stock and warrants with an accredited investor. The Company issued 3,900,000 shares of common stock, pre-funded warrants to purchase 4,100,000 shares of common stock, and warrants to purchase 8,000,000 shares of common stock, plus additional warrants to purchase shares of common stock that may become exercisable following the registration of the securities issued in the private placement.

On August 7, 2018, the Company repaid the $113k Note in full for a total payment of $151,536.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

Forward-Looking Statements

This Quarterly Report on Form 10-Q contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. These statements relate to future events or our future financial performance. We have attempted to identify forward-looking statements by terminology including "anticipates," "believes," "expects," "can," "continue," "could," "estimates," "expects," "intends," "may," "plans," "potential," "predict," "should" or "will" or the negative of these terms or other comparable terminology. These statements are only predictions; uncertainties and other factors may cause our actual results, levels of activity, performance or achievements to be materially different from any future results, levels or activity, performance or achievements expressed or implied by these forward-looking statements. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, levels of activity, performance or achievements. Our expectations are as of the date this Quarterly Report on Form 10-Q is filed, and we do not intend to update any of the forward-looking statements after the date this Quarterly Report on Form 10-Q is filed to confirm these statements to actual results, unless required by law.

The following discussion and analysis should be read in conjunction with the Company's financial statements and notes thereto included elsewhere in this Quarterly Report on Form 10-Q. Except for the historical information contained herein, the discussion in this prospectus contains certain forward-looking statements that involve risks and uncertainties, such as statements of the Company's plans, objectives, expectations and intentions. The cautionary statements made in this prospectus should be read as being applicable to all related forward-looking statements wherever they appear in this prospectus. The Company's actual results could differ materially from those discussed here.

Overview

HealthLynked Corp. (the "Company," "we," "our, "us" or "HLYK") was incorporated in the State of Nevada on August 4, 2014. On September 2, 2014, the Company filed Amended and Restated Articles of Incorporation setting the total number of authorized shares at 250,000,000 shares, which included up to 230,000,000 shares of common stock and 20,000,000 shares of "blank check" preferred stock. On February 5, 2018, the Company filed an Amendment to its Amended and Restated Articles of Incorporation with the Secretary of State of Nevada to increase the number of authorized shares of common stock to 500,000,000 shares. The Company also had 2,953,840 designated shares of Series A Preferred Stock in 2014, which were converted into the same number of common shares on July 30, 2016.

On September 5, 2014, the Company entered into the Share Exchange Agreement with Naples Women's Center, LLC ("NWC"), a multi-specialty medical group including OB/GYN (both Obstetrics and Gynecology), and general practice located in Naples, Florida, acquiring 100% of the LLC membership interests of NWC in exchange for an aggregate of 50,000,000 shares of the Company's common stock to the members of NWC.

The Company operates online personal medical information and record archive system, the "HealthLynked Network," which enables patients and doctors to keep track of medical information via the Internet in a cloud based system. Patients complete a detailed online personal medical history including past surgical history, medications, allergies, and family history. Once this information is entered patients and their treating physicians are able to update the information as needed to provide a comprehensive medical history.

The Company was formed for the purpose of acquiring NWC, and eventually developing its own online medical information system business as described above. Prior to the share exchange, NWC was an ongoing operation that had been in existence since 1996. NWC generated revenues since its inception.

Critical accounting policies and significant judgments and estimates

This management's discussion and analysis of the Company's financial condition and results of operations is based on the Company's condensed consolidated financial statements, which have been prepared in accordance with generally accepted accounting principles in the United States, or GAAP. The preparation of these condensed consolidated financial statements requires the Company to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the condensed consolidated financial statements, as well as the reported expenses incurred during the reporting periods. The Company's estimates are based on historical experience and on various other factors that the Company believes are reasonable under the circumstances, the results of which form the basis for making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions. The Company believes that the accounting policies discussed below are critical to understanding the Company's historical and future performance, as these policies relate to the more significant areas involving management's judgments and estimates.

Patient Service Revenue

Patient service revenue is reported at the amount that reflects the consideration to which the Company expects to be entitled in exchange for providing patient care. These amounts are due from patients and third-party payors (including health insurers and government programs) and includes variable consideration for retroactive revenue adjustments due to settlement of audits, reviews, and investigations. Generally, the Company bills patients and third-party payors within days after the services are performed and/or the patient is discharged from the facility. Revenue is recognized as performance obligations are satisfied.

Performance obligations are determined based on the nature of the services provided by the Company. Revenue for performance obligations satisfied over time is recognized based on actual charges incurred in relation to total expected charges. The Company believes that this method provides a faithful depiction of the transfer of services over the term of the performance obligation based on the inputs needed to satisfy the obligation. Revenue for performance obligations satisfied at a point in time is recognized when goods or services are provided and the Company does not believe it is required to provide additional goods or services to the patient.

The Company determines the transaction price based on standard charges for goods and services provided, reduced by contractual adjustments provided to third-party payors, discounts provided to uninsured patients in accordance with the Company’s policy, and/or implicit price concessions provided to uninsured patients. The Company determines its estimates of contractual adjustments and discounts based on contractual agreements, its discount policies, and historical experience. The Company determines its estimate of implicit price concessions based on its historical collection experience with this class of patients.

Agreements with third-party payors typically provide for payments at amounts less than established charges. A summary of the payment arrangements with major third-party payors follows:

- **Medicare:** Certain inpatient acute care services are paid at prospectively determined rates per discharge based on clinical, diagnostic and other factors. Certain services are paid based on cost-reimbursement methodologies subject to certain limits. Physician services are paid based upon established fee schedules. Outpatient services are paid using prospectively determined rates.

- **Medicaid:** Reimbursements for Medicaid services are generally paid at prospectively determined rates per discharge, per occasion of service, or per covered member.

- **Other:** Payment agreements with certain commercial insurance carriers, health maintenance organizations, and preferred provider organizations provide for payment using prospectively determined rates per discharge, discounts from established charges, and prospectively determined daily rates.

Laws and regulations concerning government programs, including Medicare and Medicaid, are complex and subject to varying interpretation. As a result of investigations by governmental agencies, various health care organizations have received requests for information and notices regarding alleged noncompliance with those laws and regulations, which, in some instances, have resulted in organizations entering into significant settlement agreements. Compliance with such laws and regulations may also be subject to future government review and interpretation as well as significant regulatory action, including fines, penalties, and potential exclusion from the related programs. There can be no assurance that regulatory authorities will not challenge the Company’s compliance with these laws and regulations, and it is not possible to determine the impact, if any, such claims or penalties would have upon the Company. In addition, the contracts the Company has with commercial payors also provide for retroactive audit and review of claims.

Settlements with third-party payors for retroactive adjustments due to audits, reviews or investigations are considered variable consideration and are included in the determination of the estimated transaction price for providing patient care. These settlements are estimated based on the terms of the payment agreement with the payor, correspondence from the payor and the Company’s historical settlement activity, including an assessment to ensure that it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur when the uncertainty associated with the retroactive adjustment is subsequently resolved. Estimated settlements are adjusted in future periods as adjustments become known, or as years are settled or are no longer subject to such audits, reviews, and investigations.

The Company also provides services to uninsured patients, and offers those uninsured patients a discount, either by policy or law, from standard charges. The Company estimates the transaction price for patients with deductibles and coinsurance and from those who are uninsured based on historical experience and current market conditions. The initial estimate of the transaction price is determined by reducing the standard charge by any contractual adjustments, discounts, and implicit price concessions. Subsequent changes to the estimate of the transaction price are generally recorded as adjustments to patient service revenue in the period of the change.

Cash and Cash Equivalents

For financial statement purposes, the Company considers all highly-liquid investments with original maturities of three months or less to be cash and cash equivalents.

Accounts Receivable

Trade receivables are carried at their estimated collectible amounts. Trade credit is generally extended on a short-term basis; thus trade receivables do not bear interest. Trade accounts receivable are periodically evaluated for collectability based on past collectability of the insurance companies, government agencies, and customers' accounts receivable during the related period which generally approximates 45% of total billings. Trade accounts receivable are recorded at this net amount.

Capital Leases

Costs associated with capitalized leases are capitalized and depreciated ratably over the term of the related useful life of the asset and/or the capital lease term.

Concentrations of Credit Risk

The Company's financial instruments that are exposed to a concentration of credit risk are cash and accounts receivable. There are no patients/customers that represent 10% or more of the Company's revenue or accounts receivable. Generally, the Company's cash and cash equivalents are in checking accounts.

Property and Equipment

Property and equipment are stated at cost. When retired or otherwise disposed, the related carrying value and accumulated depreciation are removed from the respective accounts and the net difference less any amount realized from disposition, is reflected in earnings. For consolidated financial statement purposes, property and equipment are recorded at cost and depreciated using the straight-line method over their estimated useful lives of 5 to 7 years. The cost of repairs and maintenance is expensed as incurred; major replacements and improvements are capitalized.

The Company examines the possibility of decreases in the value of fixed assets when events or changes in circumstances reflect the fact that their recorded value may not be recoverable. The Company recognizes an impairment loss when the sum of expected undiscounted future cash flows is less than the carrying amount of the asset. The amount of impairment is measured as the difference between the asset's estimated fair value and its book value.

Convertible Notes

Convertible notes are regarded as compound instruments, consisting of a liability component and an equity component. The component parts of compound instruments are classified separately as financial liabilities and equity in accordance with the substance of the contractual arrangement. At the date of issue, the fair value of the liability component is estimated using the prevailing market interest rate for a similar non-convertible instrument. This amount is recorded as a liability on an amortized cost basis until extinguished upon conversion or at the instrument's maturity date. The equity component is determined by deducting the amount of the liability component from the fair value of the compound instrument as a whole. This is recognized as additional paid-in capital and included in equity, net of income tax effects, and is not subsequently remeasured. After initial measurement, they are carried at amortized cost using the effective interest method. Convertible notes for which the maturity date has been extended and that qualify for debt extinguishment treatment are recorded at fair value on the extinguishment date and then revalue at the end of each reporting period, with the change recorded to the statement of operations under "Change in Fair Value of Debt."

Derivative Financial Instruments

The Company reviews the terms of convertible debt, equity instruments and other financing arrangements to determine whether there are embedded derivative instruments, including embedded conversion options that are required to be bifurcated and accounted for separately as a derivative financial instrument. Also, in connection with the issuance of financing instruments, the Company may issue freestanding options or warrants that may, depending on their terms, be accounted for as derivative instrument liabilities, rather than as equity. Derivative financial instruments are initially measured at their fair value. For derivative financial instruments that are accounted for as liabilities, the derivative instrument is initially recorded at its fair value and is then re-valued at each reporting date, with changes in the fair value reported as charges or credits to income. To the extent that the initial fair values of the freestanding and/or bifurcated derivative instrument liabilities exceed the total proceeds received, an immediate charge to income is recognized, in order to initially record the derivative instrument liabilities at their fair value. The discount from the face value of convertible debt instruments resulting from allocating some or all of the proceeds to the derivative instruments is amortized over the life of the instrument through periodic charges to income.

The classification of derivative instruments, including whether such instruments should be recorded as liabilities or as equity, is reassessed at the end of each reporting period. If reclassification is required, the fair value of the derivative instrument, as of the determination date, is reclassified. Any previous charges or credits to income for changes in the fair value of the derivative instrument are not reversed. Derivative instrument liabilities are classified in the balance sheet as current or non-current based on whether or not net-cash settlement of the derivative instrument could be required within twelve months of the balance sheet date. The Company does not use derivative instruments to hedge exposures to cash flow, market, or foreign currency risks.

Fair Value of Assets and Liabilities

Fair value is the price that would be received from the sale of an asset or paid to transfer a liability (i.e. an exit price) in the principal or most advantageous market in an orderly transaction between market participants. In determining fair value, the accounting standards have established a three-level hierarchy that distinguishes between (i) market data obtained or developed from independent sources (i.e., observable data inputs) and (ii) a reporting entity's own data and assumptions that market participants would use in pricing an asset or liability (i.e., unobservable data inputs). Financial assets and financial liabilities measured and reported at fair value are classified in one of the following categories, in order of priority of observability and objectivity of pricing inputs:

- *Level 1* – Fair value based on quoted prices in active markets for identical assets or liabilities

- *Level 2* – Fair value based on significant directly observable data (other than Level 1 quoted prices) or significant indirectly observable data through corroboration with observable market data. Inputs would normally be (i) quoted prices in active markets for similar assets or liabilities, (ii) quoted prices in inactive markets for identical or similar assets or liabilities or (iii) information derived from or corroborated by observable market data.

- *Level 3* – Fair value based on prices or valuation techniques that require significant unobservable data inputs. Inputs would normally be a reporting entity's own data and judgments about assumptions that market participants would use in pricing the asset or liability

The fair value measurement level for an asset or liability is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques should maximize the use of observable inputs and minimize the use of unobservable inputs.

Stock-Based Compensation

The Company accounts for our stock based compensation under ASC 718 "Compensation – Stock Compensation" using the fair value based method. Under this method, compensation cost is measured at the grant date based on the value of the award and is recognized over the service period, which is usually the vesting period. This guidance establishes standards for the accounting for transactions in which an entity exchanges it equity instruments for goods or services. It also addresses transactions in which an entity incurs liabilities in exchange for goods or services that are based on the fair value of the entity's equity instruments or that may be settled by the issuance of those equity instruments.

The Company uses the fair value method for equity instruments granted to non-employees and use the Black-Scholes model for measuring the fair value of options. The stock based fair value compensation is determined as of the date of the grant or the date at which the performance of the services is completed (measurement date) and is recognized over the vesting periods.

Income Taxes

The Company follows Accounting Standards Codification subtopic 740-10, Income Taxes ("ASC 740-10") for recording the provision for income taxes. Deferred tax assets and liabilities are computed based upon the difference between the financial statement and income tax basis of assets and liabilities using the enacted marginal tax rate applicable when the related asset or liability is expected to be realized or settled. Deferred income tax expenses or benefits are based on the changes in the asset or liability during each period. If available evidence suggests that it is more likely than not that some portion or all of the deferred tax assets will not be realized, a valuation allowance is required to reduce the deferred tax assets to the amount that is more likely than not to be realized. Future changes in such valuation allowance are included in the provision for deferred income taxes in the period of change. Deferred income taxes may arise from temporary differences resulting from income and expense items reported for financial accounting and tax purposes in different periods. Deferred taxes are classified as current or non-current, depending on the classification of assets and liabilities to which they relate. Deferred taxes arising from temporary differences that are not related to an asset or liability are classified as current or non-current depending on the periods in which the temporary differences are expected to reverse and are considered immaterial.

Recurring Fair Value Measurements

The carrying value of the Company's financial assets and financial liabilities is their cost, which may differ from fair value. The carrying value of cash held as demand deposits, money market and certificates of deposit, marketable investments, accounts receivable, short-term borrowings, accounts payable and accrued liabilities approximated their fair value.

Net Income (Loss) per Share

Basic net income (loss) per common share is computed by dividing net income (loss) by the weighted average number of shares of common stock outstanding during the period. Outstanding stock options, warrants and other dilutive securities are excluded from the calculation of diluted net loss per common share if inclusion of these securities would be anti-dilutive.

Common stock awards

The Company grants common stock awards to non-employees in exchange for services provided. The Company measures the fair value of these awards using the fair value of the services provided or the fair value of the awards granted, whichever is more reliably measurable. The fair value measurement date of these awards is generally the date the performance of services is complete. The fair value of the awards is recognized on a straight-line basis as services are rendered. The share-based payments related to common stock awards for the settlement of services provided by non-employees is recorded on the consolidated statement of comprehensive loss in the same manner and charged to the same account as if such settlements had been made in cash.

Warrants

In connection with certain financing, consulting and collaboration arrangements, the Company has issued warrants to purchase shares of its common stock. The outstanding warrants are standalone instruments that are not puttable or mandatorily redeemable by the holder and are classified as equity awards. The Company measures the fair value of the awards using the Black-Scholes option pricing model as of the measurement date. Warrants issued in conjunction with the issuance of common stock are initially recorded at fair value as a reduction in additional paid-in capital of the common stock issued. All other warrants are recorded at fair value as expense over the requisite service period or at the date of issuance, if there is not a service period. Warrants granted in connection with ongoing arrangements are more fully described in Note 11, *Shareholders' Deficit*.

Business Segments

The Company uses the "management approach" to identify its reportable segments. The management approach designates the internal organization used by management for making operating decisions and assessing performance as the basis for identifying the Company's reportable segments. Using the management approach, the Company determined that it has one operating segment due to business similarities and similar economic characteristics.

Recent Accounting Pronouncements

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers — Topic 606*, which supersedes the revenue recognition requirements in FASB ASC 605. The new guidance primarily states that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods and services. In January 2017 and September 2017, the FASB issued several amendments to ASU 2014-09, including updates stemming from SEC Accounting Staff Announcement in July 2017. The amendments and updates included clarification on accounting for principal versus agent considerations (i.e., reporting gross versus net), licenses of intellectual property and identification of performance obligations. These amendments and updates do not change the core principle of the standard, but provide clarity and implementation guidance. The Company adopted this standard on January 1, 2018 and selected the modified retrospective transition method. The Company has modified its accounting policies to reflect the requirements of this standard, however, the planned adoption did not materially impact the Company's financial statements and related disclosures.

In January 2016, the FASB issued ASU No. 2016-01, *Financial Instruments — Overall: Recognition and Measurement of Financial Assets and Financial Liabilities.* The guidance affects the accounting for equity investments, financial liabilities under the fair value option and the presentation and disclosure requirements of financial instruments. The guidance is effective in the first quarter of fiscal 2019. Early adoption is permitted for the accounting guidance on financial liabilities under the fair value option. The Company is currently evaluating the impact of the new guidance on its financial statements.

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)* and subsequently amended the guidance relating largely to transition considerations under the standard in January 2017. The objective of this update is to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the balance sheet and disclosing key information about leasing arrangements. This ASU is effective for fiscal years beginning after December 15, 2018, including interim periods within those annual periods and is to be applied utilizing a modified retrospective approach. The Company is currently evaluating the new guidance to determine the impact it may have on its financial statements.

In August 2016, the FASB issued ASC Update No. 2016-15, (Topic 230) Classification of Certain Cash Receipts and Cash Payments. This ASC update provides specific guidance on the presentation of certain cash flow items where there is currently diversity in practice, including, but not limited to, debt prepayment or debt extinguishment costs, contingent consideration payments made after a business combination, proceeds from the settlement of insurance claims, and distributions received from equity method investees. The updated guidance is effective for interim and annual periods beginning after December 15, 2017, and should be applied retrospectively unless impracticable. The Company implemented this guidance effective January 1, 2018. The adoption of ASC Update No. 2016-15 did not have a significant impact on the Company's statement of cash flows.

In November 2016, the FASB issued ASU No. 2016-18, *Statement of Cash Flows (Topic 230): Restricted Cash*. The objective of this ASU is to eliminate the diversity in practice related to the classification of restricted cash or restricted cash equivalents in the statement of cash flows. For public business entities, this ASU is effective for annual and interim reporting periods beginning after December 15, 2017, with early adoption permitted. The amendments in this update should be applied retrospectively to all periods presented. The Company will adopt this standard on January 1, 2018 and will not have a material impact on the Company's financial statements.

In January 2017, the FASB issued ASC Update No. 2017-01, (Topic 805) Business Combinations – Clarifying the Definition of a Business. The amendments in this update provide a more robust framework to use in determining when a set of assets and activities constitute a business. This guidance narrows the definition of a business by providing specific requirements that contribute to the creation of outputs that must be present to be considered a business. The guidance further clarifies the appropriate accounting when substantially all of the fair value of the gross assets acquired (or disposed of) is concentrated in a single identifiable asset or a group of similar identifiable assets is that of an acquisition (disposition) of assets, not a business. This framework will reduce the number of transactions that an entity must further evaluate to determine whether transactions are business combinations or asset acquisitions. The updated guidance is effective for interim and annual periods beginning after December 15, 2017, and should be applied on a prospective basis. Early adoption is permitted only for transactions that have not been reported in financial statements that have been issued. The Company implemented this guidance effective January 1, 2018. The implementation of this guidance did not have an effect on the Company's financial position or results of operations.

In July 2017, the FASB issued ASU No. 2017-11, *Earnings Per Share, Distinguishing Liabilities from Equity and Derivatives and Hedging*, which changes the accounting and earnings per share for certain instruments with down round features. The amendments in this ASU should be applied using a cumulative-effect adjustment as of the beginning of the fiscal year or retrospective adjustment to each period presented and is effective for annual periods beginning after December 15, 2018, and interim periods within those periods. The Company is currently evaluating the requirements of this new guidance and has not yet determined its impact on the Company's financial statements.

On December 22, 2017 the SEC staff issued Staff Accounting Bulletin 118 (SAB 118), which provides guidance on accounting for the tax effects of the Tax Cuts and Jobs Act (the TCJA). SAB 118 provides a measurement period that should not extend beyond one year from the enactment date for companies to complete the accounting under ASC 740. In accordance with SAB 118, a company must reflect the income tax effects of those aspects of the TCJA for which the accounting under ASC 740 is complete. To the extent that a company's accounting for certain income tax effects of the TCJA is incomplete but for which they are able to determine a reasonable estimate, it must record a provisional amount in the financial statements. Provisional treatment is proper in light of anticipated additional guidance from various taxing authorities, the SEC, the FASB, and even the Joint Committee on Taxation. If a company cannot determine a provisional amount to be included in the financial statements, it should continue to apply ASC 740 on the basis of the provisions of the tax laws that were in effect immediately before the enactment of the TCJA. The Company has applied this guidance to its financial statements.

In February 2018, the Financial Accounting Standards Board ("FASB") issued ASC Update No 2018-02 (Topic 220) Income Statement – Reporting Comprehensive Income: Reclassification of Certain Tax Effects from Accumulated Other Comprehensive Income. This ASC update allows for a reclassification into retained earnings of the stranded tax effects in accumulated other comprehensive income ("AOCI") resulting from the enactment of the Tax Cuts and Jobs Act ("TCJA"). The updated guidance is effective for interim and annual periods beginning after December 15, 2018. The Company is evaluating the impact ASU 2018-09 may have on its condensed consolidated financial statements.

In March 2018, the FASB issued ASU 2018-05, Income Taxes (Topic 740) - Amendments to SEC Paragraphs Pursuant to SEC Staff Accounting Bulletin No. 118. This standard amends Accounting Standards Codification 740, Income Taxes (ASC 740) to provide guidance on accounting for the tax effects of the Tax Cuts and Jobs Act (the Tax Reform Act) pursuant to Staff Accounting Bulletin No. 118, which allows companies to complete the accounting under ASC 740 within a one-year measurement period from the Tax Act enactment date. This standard did not materially impact the Company's financial statements and related disclosures.

In June 2018, the FASB issued ASU 2018-07, Compensation - Stock Compensation (Topic 718): Improvements to Nonemployee Share-Based Payment Accounting, to expand the scope of Topic 718 to include share-based payment transactions for acquiring goods and services from nonemployees and supersedes the guidance in Subtopic 505-50, Equity - Equity-Based Payments to Non-Employees. Under ASU 2018-07, equity-classified nonemployee share-based payment awards are measured at the grant date fair value on the grant date The probability of satisfying performance conditions must be considered for equity-classified nonemployee share-based payment awards with such conditions. ASU 2018-07 is effective for fiscal years beginning after December 15, 2018, with early adoption permitted. The Company is currently evaluating the impact of the new standard on the Company's Condensed Consolidated Financial Statements.

In July 2018, the FASB issued ASU 2018-09 to provide clarification and correction of errors to the Codification. The amendments in this update cover multiple Accounting Standards Updates. Some topics in the update may require transition guidance with effective dates for annual periods beginning after December 15, 2018. The Company is evaluating the impact ASU 2018-09 may have on its condensed consolidated financial statements.

Results of Operations

Comparison of Three Months Ended June 30, 2018 and 2017

The following table summarizes the changes in our results of operations for the three months ended June 30, 2018 compared with the three months ended June 30, 2017:

	Three Months Ended June 30,		Change	
	2018	**2017**	**Increase (Decrease) in $**	**Increase (Decrease) in %**
Patient service revenue, net	$ 566,320	$ 516,798	$ 49,522	10%
Salaries and benefits	618,143	495,131	123,012	25%
General and administrative	552,583	498,378	54,205	11%
Depreciation and amortization	6,029	5,859	170	3%
(Loss) income from operations	(610,435)	(482,570)	127,865	-26%
Gain on extinguishment of debt	16,864	---	(16,864)	100%
Change in fair value of debt	(25,452)	---	25,452	100%
Financing cost	(248,443)	---	248,443	100%
Amortization of original issue and debt discounts on notes payable and convertible notes	(244,563)	(58,524)	186,039	-318%
Change in fair value of derivative financial instruments	52,786	---	(52,786)	100%
Interest expense	(51,006)	(20,210)	30,796	-152%
Total other expenses	(499,814)	(78,734)	421,080	-535%
Net loss	$ (1,110,249)	$ (561,304)	$ 548,945	-98%

Patient service revenue increased by $49,522, or 10%, from three months ended June 30, 2017 to 2018, primarily as a result of an 8% increase in gross billing from existing physicians.

Salaries and benefits increased by $123,012, or 25%, in 2018 primarily as a result of increased salary expense associated with NWC production pay, HLYK's overhead and formation of the HLYK sales team.

General and administrative costs increased by $54,205, or 11%, in 2018 primarily due to higher professional costs in 2018, as well as higher information technology, sales and promotional costs associated with the rollout of the HealthLynked Network.

Depreciation and amortization increased by $170, or 3%, in 2018 primarily as a result of new property and equipment acquisitions in 2017.

Loss from operations increased by $127,865, or 26%, in 2018 primarily as a result of increased HLYK headcount, professional fees and costs associated with the rollout of the HealthLynked Network, offset by higher revenue from the NWC practice.

Gain on extinguishment of debt in the three months ended June 30, 2018 arose from the repayment of the $53k Note II in April 2018, which gave rise to a gain primarily as a result of derivative liabilities associated with this note that were written off in connection with the repayment.

Change in fair value of debt of $24,452 in 2018 arose from the treatment of the extensions of the $550k Note, the $50k Note, the $111k Note and certain notes issued to Dr. Michael Dent as extinguishment and reissuance transactions, resulting these notes being carried at fair value. The change in fair value at the end of each reporting period is recorded as “Change in fair value of debt.”

Financing cost arose from the issuance of eight new convertible promissory notes in the three months ended June 30, 2018, each of which reflected a floating conversion rate that gave rise to an ECF derivative instrument with a fair value greater than the face value of the notes. As a result, the excess of the fair value of the ECF derivative instrument over the face value of the notes totaling $248,443 was recognized as a financing cost at the time of inception of the respective notes.

Amortization of original issue and debt discounts increased by $186,039, or 318%, in 2018 as a result of the amortization of more convertible notes with larger discounts being amortized in 2018.

Change in fair value of derivative financial instruments was $52,786 in 2018 resulting from the change in fair value of derivative financial instruments embedded in convertible promissory notes.

Interest expense increased by $30,796, or 152%, in 2018 as a result of increased interest on new convertible notes issued in 2018, as well as on new notes issued to Dr. Dent during the second half of 2017 and the first quarter of 2018.

Total other expenses increased by $421,080, or 535%, in 2018 primarily as a result of financing cost related to convertible notes issued in 2018 in the amount of $248,443, higher amortization of discounts on outstanding convertible promissory notes of $244,563, and higher interest expense of $22,760 due to higher balances on convertible notes payable.

Net loss increased by $549,945, or 98%, in 2018 primarily as a result of financing costs and higher amortization of debt discounts, as well as increased salaries, benefits and overhead costs associated with preparing for the HealthLynked Network product launch and public company costs. These increases were offset by an increase in revenue of $49,522, or 10%.

Comparison of Six Months Ended June 30, 2018 and 2017

The following table summarizes the changes in our results of operations for the six months ended June 30, 2018 compared with the three months ended June 30, 2017:

	Six Months Ended June 30,		Change	
	2018	2017	Increase (Decrease) in $	Increase (Decrease) in %
Patient service revenue, net	$ 1,211,959	$ 992,916	$ 219,043	22%
Salaries and benefits	1,178,999	963,005	215,994	22%
General and administrative	1,127,411	888,404	239,007	27%
Depreciation and amortization	12,058	11,567	491	4%
(Loss) income from operations	(1,106,509)	(870,060)	236,449	-27%
Loss on extinguishment of debt	(308,359)	---	308,359	100%
Change in fair value of debt	(83,398)	---	83,398	100%
Financing cost	(440,505)	---	440,505	100%
Amortization of original issue and debt discounts on notes payable and convertible notes	(399,398)	(130,568)	268,830	-206%
Change in fair value of derivative financial instruments	38,165	---	(38,165)	100%
Interest expense	(91,353)	(37,797)	53,556	-142%
Total other expenses	(1,284,848)	(168,365)	1,116,483	-663%
Net loss	$ (2,391,357)	$ (1,038,425)	$ 1,352,932	-130%

Patient service revenue increased by $219,043, or 22%, from six months ended June 30, 2017 to 2018, primarily as a result of a 18% increase in gross billing from existing physicians.

Salaries and benefits increased by $215,994, or 22%, in 2018 primarily as a result of increased salary expense associated with NWC production pay, HLYK's overhead and formation of the HLYK sales team.

General and administrative costs increased by $239,007, or 27%, in 2018 primarily due to higher professional costs in 2018, as well as higher information technology, sales and promotional costs associated with the rollout of the HealthLynked Network.

Depreciation and amortization increased by $491, or 4%, in 2018 primarily as a result of new property and equipment acquisitions in 2017.

Loss from operations increased by $236,449, or 27%, in 2018 primarily as a result of increased HLYK headcount, professional fees and costs associated with the rollout of the HealthLynked Network, offset by higher revenue from the NWC practice.

Loss on extinguishment of debt in the six months ended June 30, 2018 arose from an extinguishment loss in the amount of $348,938 related to the extension of debt issued to Dr. Michael Dent, an extinguishment loss in the amount of $19,014 related to the extension of the $111k Note, and gains of $59,593 related to the write-off of derivative liabilities associated with convertible notes repaid during the period.

Change in fair value of debt of $83,398 in 2018 arose from the treatment of the extensions of the $550k Note, the $50k Note, the $111k Note and certain notes issued to Dr. Michael Dent as extinguishment and reissuance transactions, resulting these notes being carried at fair value. The change in fair value at the end of each reporting period is recorded as "Change in fair value of debt."

Financing cost arose from the issuance of 12 new convertible promissory notes in the six months ended June 30, 2018, each of which reflected a floating conversion rate that gave rise to an ECF derivative instrument with a fair value greater than the face value of the notes. As a result, the excess of the fair value of the ECF derivative instrument over the face value of the notes totaling $440,505 was recognized as a financing cost at the time of inception of the respective notes.

Amortization of original issue and debt discounts increased by $268,830, or 206%, in 2018 as a result of the amortization of more convertible notes with larger discounts being amortized in 2018.

Change in fair value of derivative financial instruments was $38,165 in 2018 resulting from the change in fair value of derivative financial instruments embedded in convertible promissory notes.

Interest expense increased by $53,556, or 142%, in 2018 as a result of increased interest on new convertible notes issued in 2018, as well as on new notes issued to Dr. Dent during the second half of 2017 and the first quarter of 2018.

Total other expenses increased by $1,116,483, or 663%, in 2018 primarily as a result of financing cost related to convertible notes issued in 2018 in the amount of $440,505, higher amortization of discounts on outstanding convertible promissory notes of $399,398, higher loss on extinguishment of debt by $268,830 in 2018, and higher interest expense of $91,355 due to higher balances on convertible notes payable.

Net loss increased by $1,352,932, or 130%, in 2018 primarily as a result of financing costs, higher amortization of debt discounts, and losses on extinguishment of debt, as well as increased salaries, benefits and overhead costs associated with preparing for the HealthLynked Network product launch and public company costs. These increases were offset by an increase in revenue of $219,043, or 22%.

Liquidity and Capital Resources

Going Concern

As of June 30, 2018, we had a working capital deficit of $1,883,656 and accumulated deficit $7,096,587. For the six months ended June 30, 2018, we had a net loss of $2,391,357 and net cash used by operating activities of $1,222,947. Net cash used in investing activities was $201. Net cash provided by financing activities was $1,211,369, resulting principally from $805,500 net proceeds from the issuance of convertible notes, $645,503 from the proceeds of the sale of 631,204 shares of common stock and $101,450 proceeds from related party loans. Subsequent to June 30, 2018, the Company completed a $2,000,000 private placement of common stock and warrants with an institutional investor on July 18, 2018. The Company issued 3,900,000 shares of common stock, pre-funded warrants to purchase 4,100,000 shares of common stock, and warrants to purchase 8,000,000 shares of common stock, plus additional warrants to purchase shares of common stock that may become exercisable following the registration of the securities issued in the private placement.

Our cash balance and revenues generated are not currently sufficient and cannot be projected to cover our operating expenses for the next twelve months from the date of this report. These matters raise substantial doubt about our ability to continue as a going concern. Management's plans include attempting to improve its business profitability and its ability to generate sufficient cash flow from its operations to meet its needs on a timely basis, obtaining additional working capital funds through equity and debt financing arrangements, and restructuring on-going operations to eliminate inefficiencies to raise cash balance in order to meet our anticipated cash requirements for the next twelve months from the date of this report. However, there can be no assurance that these plans and arrangements will be sufficient to fund our ongoing capital expenditures, working capital, and other requirements. Management intends to make every effort to identify and develop sources of funds. The outcome of these matters cannot be predicted at this time. There can be no assurance that any additional financings will be available to us on satisfactory terms and conditions, if at all.

Our ability to continue as a going concern is dependent upon our ability to raise additional capital and achieve profitable operations. The accompanying consolidated financial statements do not include any adjustments related to the recoverability or classification of asset-carrying amounts or the amounts and classification of liabilities that may result should we be unable to continue as a going concern.

As further discussed below in "Significant Liquidity Events," in July 2016, we entered into an Investment Agreement (the "Investment Agreement") pursuant to which the investor has agreed to purchase up to $3,000,000 of our common stock over a three-year period starting upon registration of the underlying shares, with such shares put to the investor by us pursuant to a specified formula that limits the number of shares able to be put to the investor to the number equal to the average trading volume of our common shares for the ten consecutive trading days prior to the put notice being issued. During the six months ended June 30, 2018, we received $327,818 from the proceeds of the sale of 1,856,480 shares pursuant to the Investment Agreement.

We intend that the cost of implementing our development and sales efforts related to the HealthLynked Network, as well as maintaining our existing and expanding overhead and administrative costs, will be funded principally by cash received from the put rights associated with the Investment Agreement and supplemented by other funding mechanisms, including sales of our common stock, loans from related parties and convertible notes. We expect to repay our outstanding convertible notes, which have an aggregate face value of $1,751,750 as of June 30, 2018, from outside funding sources, including but not limited to new convertible notes payable, amounts available upon the exercise of the put rights granted to us under the Investment Agreement, sales of equity, loans from related parties and others or through the conversion of the convertible notes into equity. No assurances can be given that we will be able to access sufficient outside capital in a timely fashion in order to repay the convertible notes before they mature. If necessary funds are not available, our business and operations would be materially adversely affected and in such event, we would attempt to reduce costs and adjust its business plan.

Significant Liquidity Events

Through June 30, 2018, we have funded our operations principally through a combination of convertible promissory notes, promissory notes, related party debt and private placements of our common stock, as described below.

Investment Agreement

On July 7, 2016, we entered into the Investment Agreement with an accredited investor pursuant to which an accredited investor agreed to invest up to $3,000,000 to purchase the Company’s common stock, par value of $.0001 per share. The purchase price for such shares shall be 80% of the lowest volume weighted average price of our common stock during the five consecutive trading days prior to the date on which written notice is sent by us to the investor stating the number of shares that the Company is selling to the investor, subject to certain discounts and adjustments. Further, pursuant to an Amended Investment Agreement dated March 22, 2017, we granted to the investor warrants to purchase an aggregate of seven (7) million shares of common stock with the following fixed exercise prices: (i) four million shares at $0.25 per share; (ii) two million shares at $0.50 per share; and (iii) one million shares at $1.00 per share. The warrants also contain a “cashless exercise” provision and the shares underlying the warrants will not be registered. During the six months ended June 30, 2018, we received $327,818 from the proceeds of the sale of 1,856,480 shares pursuant to the Investment Agreement.

Sales of Common Stock

During 2017, we sold 5,873,609 shares of common stock in private placement transactions to 18 investors and received $821,000 in proceeds from the sales. The shares were issued at a share price between $0.10 and $0.30 per share.

During the six months ended June 30, 2018, we sold 3,249,177 shares of common stock in private placement transactions and received $317,175 in proceeds. The shares were issued at a share price between $0.085 and $0.25 per share.

On July 18, 2018, we completed a $2,000,000 private placement of common stock and warrants with an institutional investor. We issued 3,900,000 shares of common stock, pre-funded warrants to purchase 4,100,000 shares of common stock, and warrants to purchase 8,000,000 shares of common stock, plus additional warrants to purchase shares of common stock that may become exercisable following the registration of the securities issued in the private placement.

Convertible Notes Payable

As of June 30, 2018, we had outstanding convertible notes payable with aggregate face value of $1,751,750 maturing between July and October 2018:

	Face Value	Interest Rate	Conversion Discount	Term
$550k Note - July 2016	$ 550,000	6%	$ 0.08	July 7, 2018
$50k Note - July 2016	50,000	10%	$ 0.10	July 11, 2018
$111k Note - May 2017	111,000	10%	$ 0.35	July 11, 2018
$171.5k Note - October 2017	171,500	10%	35%	October 26, 2018
$57.8k Note - January 2018	57,750	10%	40%	January 2, 2019
$112.8k Note - February 2018	112,750	10%	40%	February 2, 2019
$83k Note - February 2018	83,000	10%	40%	February 13, 2019
$105k Note - March 2018	105,000	10%	40%	March 5, 2019
$63k Note - April 2018	63,000	10%	39%	January 15, 2019
$57.8k Note - April 2018	57,750	10%	28%	April 17, 2018
$90k Note - April 2018	90,000	10%	40%	April 18, 2019
$53k Note II - April 2018	53,000	10%	39%	January 30, 2019
$68.3k Note - May 2018	68,250	10%	40%	May 3, 2019
$37k Note May 2018	37,000	10%	40%	May 7, 2019
$63k Note II - May 2018	63,000	10%	39%	February 28, 2019
$78.8k Note - May 2018	78,750	10%	40%	May 24, 2019
	$ 1,751,750			

During the six months ended June 30, 2018, we repaid four notes with aggregate face value of $196,000 and entered into the following new convertible notes payable.

<u>Plan of operation and future funding requirements</u>

Our plan of operations is to operate NWC and continue to invest in our cloud-based online personal medical information and record archiving system, the "HealthLynked Network," which enables patients and doctors to keep track of medical information via the Internet in a cloud based system.

During June 2017, we began a test-launch of the HealthLynked Network in three test markets in Florida, which continued through the third quarter of 2017. We intend to market the HealthLynked Network via direct sales force targeting physicians' offices, direct to patient marketing, affiliated marketing campaigns, co-marketing with online medical supplies retailer MedOffice Direct, and expanded southeast regional sales efforts. We intend that our initial primary sales strategy will be direct physician sales through the use of regional sales representatives whom we will hire as access to capital allows. In combination with our direct sales, we intend to also utilize Internet based marketing to increase penetration to targeted geographical areas. These campaigns will be focused on both physician providers and patient members.

If we fail to complete the development of, or successfully market, the HealthLynked Network, our ability to realize future increases in revenue and operating profits could be impacted, and our results of operations and financial position would be materially adversely affected.

On July 17, 2018, we completed a $2,000,000 private placement of common stock and warrants with an institutional investor. We issued 3,900,000 shares of common stock, pre-funded warrants to purchase 4,100,000 shares of common stock, and warrants to purchase 8,000,000 shares of common stock, plus additional warrants to purchase shares of common stock that may become exercisable following the registration of the securities issued in the private placement. The capital was raised for the purpose of technology enhancement, sales and marketing initiatives and for our planned acquisition strategy. Beginning in the second half of 2018, we plan to acquire health service businesses and offer physician owners cash, stock, and deferred compensation. We expect to initially target practices in Florida with at least $1 million in annual revenue and that demonstrate at least three current consecutive years of strong profitability.

In July 2018, we completed an equity financing of $2 million to help in properly executing our business plan and servicing our debt that matures in 2018. We anticipate that approximately 50% of this amount will be used for sales and marketing related costs and the remainder for executive compensation, IT expenses and legal and accounting expenses related to being a public company. We plan on raising additional capital to fund our recently disclosed acquisition strategy. In addition, we have extended a significant portion of our outstanding debt until December 31, 2019. Specifically, all of Dr. Michael Dent's notes payable with an with an aggregate face value of $646,000 and all of Iconic Holdings LLC convertible notes payable with an aggregate face value of $1,751,750 have been extended until December 31, 2019.

We intend that the cost of implementing our development and sales efforts related to the HealthLynked Network, as well as maintaining our existing and expanding overhead and administrative costs, will be funded principally by our recent equity financing for $2 million in addition to the cash received by us from the put rights associated with the Investment Agreement. We expect to repay outstanding convertible notes from outside funding sources, including but not limited to amounts available upon the exercise of the put rights granted to us under the Investment Agreement, sales of our equity, loans from outside parties and the conversion of such related party notes to equity. No assurances can be given that we will be able to access sufficient outside capital in a timely fashion in order to repay the convertible notes before they mature. In order to access cash available under the Investment Agreement, our common stock must be listed on a recognized stock exchange or market and the shares underlying the arrangement must be subject to an effective registration statement. On May 10, 2017, our stock began trading on the OTCQB, which qualifies as a recognized stock exchange or market pursuant to the terms of the Investment Agreement, under the symbol "HLYK." Although we have met the requirements to utilize the funds available under the Investment Agreement, there can be no assurances that we will be able to continue to meet these requirements. Additionally, the amount available to us upon the exercise of the put rights granted to us under the Investment Agreement is dependent upon the trading volume of our stock. Between May 22, 2017 and June 30, 2018, our daily trading volume averaged approximately 68,000 shares per day. Based upon increases in our volume since the end of 2017, Iconic Holdings has increased our maximum amount to access on the equity line from $150,000 maximum to $300,000 maximum. We project that amounts available to us upon the exercise of the put rights granted to us under the Investment Agreement will be sufficient to meet our capital requirements.

Historical Cash Flows

	Six Months Ended June 30, 2018	Six Months Ended June 30, 2017
Net cash (used in) provided by:		
Operating activities	$ (1,222,947)	$ (809,636)
Investing Activities	(201)	(7,046)
Financing activities	1,211,369	777,104
Net increase (decrease) in cash	$ (11,779)	$ (39,578)

Operating Activities – During the six months ended June 30, 2018, we used cash from operating activities of $1,222,947, as compared with $809,636 in the same period of 2017. The increased cash usage results from higher losses resulting primarily from increased salaries and benefits, as well an increase in professional and other overhead costs associated with preparing for product launch and operating as a public company in 2018.

Investing Activities – Our business is not capital intensive, and as such cash flows from investing activities are minimal in each period. Capital expenditures of $201 in the six months ended June 30, 2018 and $7,046 in the six months ended June 30, 2017 are comprised of computer equipment and furniture.

Financing Activities – During the six months ended June 30, 2018, we realized $805,500 net proceeds from the issuance of convertible notes, $645,503 from the proceeds of the sale of shares of common stock to investors and pursuant to the Investment Agreement, $101,450 proceeds from related party loans, and $73,500 from notes payable. We also made repayments of $284,682 against convertible notes, $113,257 against notes payable, $9,000 against related party loans and $7,645 on capital lease obligations.

Exercise of Warrants and Options

There were no proceeds generated from the exercise of warrants or options during the six months ended June 30, 2018.

Other Outstanding Obligations

Warrants

As of June 30, 2018, 30,486,790 shares of our Common Stock were issuable pursuant to the exercise of warrants with exercise prices ranging from $0.05 to $1.00.

Options

As of June 30, 2018, 2,507,996 shares of our Common Stock were issuable pursuant to the exercise of options with exercise prices ranging from $0.08 to $0.20.

Off Balance Sheet Arrangements

We did not have, during the periods presented, and we do not currently have, any off-balance sheet arrangements, as defined under applicable Securities and Exchange Commission rules.

Contractual Obligations

Our contractual obligations as of June 30, 2018 were as follows:

	Operating Leases	Capital Leases	Total Commitments
2018 (July to December)	$ 137,006	$ 10,703	$ 147,709
2019	273,856	18,348	292,204
2020	162,055	3,058	165,113
2021	---	---	---
2022	---	---	---
Total	$ 572,917	$ 32,109	$ 605,026

Operating lease commitments relate to three leases in Naples, Florida. First, the Company entered into an operating lease for its main office in Naples, Florida. The lease commenced on August 1, 2013 and expires July 31, 2020. The lease is for a 6901 square-foot space. The base rent for the first full year of the lease term is $251,287 per annum with increases during the period. Second, the Company entered into another operating lease in the same building for an additional 361 square feet space for use of the medical equipment for the same period. The base rent for the first full year of the lease term is $13,140 per annum. Third, the Company entered into an agreement with MOD pursuant to which the Company will pay rent to MOD in the amount of $2,040 per month for office space in MOD's facility used by the Company and its employees. The agreement is effective from January 1, 2017 through July 31, 2018.

Capital lease commitments are comprised of a capital equipment finance lease for Ultra Sound equipment with Everbank. There was no interest on this lease. The monthly payment is $1,529 for 60 months ending in March 2020.

Item 3. Quantitative and qualitative disclosures about market risk

Pursuant to Item 305(e) of Regulation S-K (§229.305(e)), the Company is not required to provide the information required by this Item as it is a "smaller reporting company," as defined by Rule 229.10(f)(1).

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

As of June 30, 2018, management assessed the effectiveness of our internal control over financial reporting based on the criteria for effective internal control over financial reporting established in Internal Control--Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO") and SEC guidance on conducting such assessments. Based on that evaluation, they concluded that, during the period covered by this report, such internal controls and procedures were not effective to detect the inappropriate application of US GAAP rules as more fully described below. This was due to deficiencies that existed in the design or operation of our internal controls over financial reporting that adversely affected our internal controls and that may be considered to be material weaknesses.

The material weaknesses consist of controls associated with segregation of duties and a lack of written policies and procedures for internal controls, as well as understaffing in our accounting and reporting function. To address the material weaknesses, we hired a Controller in May 2018 and have engaged outside consultants and performed additional analyses and other post-closing procedures to ensure that our consolidated financial statements were prepared in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Management believes that the material weaknesses set forth above did not have an effect on our financial results. However, management believes that the lack of a majority of outside directors on our board of directors results in ineffective oversight in the establishment and monitoring of required internal controls and procedures, which could result in a material misstatement in our financial statements in future periods.

Changes in Internal Control over Financial Reporting

There was no change in the Company's internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) of the Securities Exchange Act of 1934, as amended) during the fiscal quarter ended June 30, 2018 that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

From time to time, we may become involved in various lawsuits and legal proceedings, which arise, in the ordinary course of business. However, litigation is subject to inherent uncertainties, and an adverse result in these or other matters may arise from time to time that may harm our business. We are not aware of any such legal proceedings that we believe will have, individually or in the aggregate, a material adverse effect on our business, financial condition or operating results.

Item 1A. Risk Factors

The Company is not required to provide the information required by this Item as it is a "smaller reporting company," as defined by Rule 229.10 (f)(1).

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

Except as previously disclosed in a Current Report on Form 8-K or as set forth below, the Company has not sold securities that were not registered under the Securities Act of 1933, as amended (the "Securities Act"), during the period covered by this report.

On January 11, 2018, the Company sold 588,235 shares of common stock in a private placement transaction to an investor and received $50,000 in proceeds from the sale. The shares were issued at a share price of $0.085 per share. In connection with the sale, the Company also issued a warrant to purchase up to 588,235 shares of common stock at an exercise price of $0.15 per share. The warrant has a five-year term.

On February 12, 2018, the Company issued a warrant to purchase 6,678,462 shares of common stock to our Chief Executive Officer and Chairman, Dr. Michael Dent, as an inducement to (i) extend the maturity dates of up to $439,450 loaned by Dr. Dent to the Company in 2017 and 2018 in the form of unsecured promissory notes, including $75,000 loaned from Dr. Dent to the Company in January 2018 to allow the Company to retire an existing convertible promissory note before such convertible promissory note became eligible for conversion, and (ii) provide continued loans to the Company. The warrant is immediately exercisable at an exercise price of $0.065 per share, subject to adjustment, and expires five years after the date of issuance.

On February 28, 2018, the Company sold 2,352,942 shares of common stock in private placement transactions to two investors and received $200,000 in proceeds from the sale. The shares were issued at a share price of $0.085 per share. In connection with the sale, the Company also issued a warrants to purchase up to 1,764,706 shares of common stock at an exercise price of $0.15 per share. The warrants have a five-year term.

On March 28, 2018, the Company issued a five-year warrant to purchase up to 125,000 shares of common stock at an exercise price of $0.05 per share to the holder of a convertible note, in an exchange for an extension of the maturity date from the January 22, 2018 to July 11, 2018.

On May 10, 2018, the Company sold 100,000 shares of common stock in private placement transactions to an investor and received $15,500 in proceeds from the sale. The shares were issued at a share price of $0.155 per share. In connection with the stock sale, the Company also issued 50,000 five-year warrants to purchase shares of common stock at an exercise price of $0.25 per share.

On June 14, 2018, the Company sold 208,000 shares of common stock in private placement transactions to an investor and received $52,000 in proceeds from the sale. The shares were issued at a share price of $0.25 per share. In connection with the stock sale, the Company also issued 104,000 five-year warrants to purchase shares of common stock at an exercise price of $0.35 per share.

On June 6, 2018, the Company issued 600,000 five-year warrants with an exercise price of $0.15 to two individuals for consulting services to be performed between June 6 and December 6, 2018.

The sales of the above securities were exempt from registration under the Securities Act in reliance upon Section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder, as transactions by an issuer not involving any public offering. The recipients of the securities in each of these transactions represented their intentions to acquire the securities for investment purposes only and not with a view to or for sale in connection with any distribution thereof, and appropriate restrictive legends were placed upon the stock certificates issued in these transactions.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

None.

Item 6. Exhibits

Exhibit No.	Exhibit Description
10.1	Securities Purchase Agreement with Morningview Financial LLC dated January 2, 2018
10.2	Convertible Promissory Note with Morningview Financial LLC dated January 2, 2018
10.3	Securities Purchase Agreement with Auctus Fund LLC dated February 2, 2018
10.4	Convertible Promissory Note with Auctus Fund LLC dated February 2, 2018
10.5	Certificate of Amendment to Articles of Incorporation (Filed as Exhibit 3.1 to the Company's Current Report on Form 8-K filed with the Commission on February 6, 2018)
10.6	Securities Purchase Agreement with EMA Financial LLC dated February 13, 2018
10.7	Convertible Promissory Note with EMA Financial LLC dated February 13, 2018
10.8	Form of Warrant Agreement issued to Dr. Michael Dent (Filed as Exhibit 4.1 to the Company's Current Report on Form 8-K filed with the Commission on February 15, 2018)
10.9	Securities Purchase Agreement with LG Capital Funding LLC dated March 5, 2018 (Filed as Exhibit 10.9 to the Company's Quarterly Report on Form 10-Q filed with the Commission on May 15, 2018)
10.10	Convertible Promissory Note with LG Capital Funding LLC dated March 5, 2018 (Filed as Exhibit 10.10 to the Company's Quarterly Report on Form 10-Q filed with the Commission on May 15, 2018)
10.11	Form of Securities Purchase Agreement with Power Up Lending Group Ltd. dated April 2, 2018 (Filed as Exhibit 10.11 to the Company's Quarterly Report on Form 10-Q filed with the Commission on May 15, 2018)
10.12	Form of Convertible Promissory Note with Power Up Lending Group Ltd. dated April 2, 2018 (Filed as Exhibit 10.12 to the Company's Quarterly Report on Form 10-Q filed with the Commission on May 15, 2018)
10.13	Form of Securities Purchase Agreement with Morningview Financial LLC dated April 16, 2018 (Filed as Exhibit 10.13 to the Company's Quarterly Report on Form 10-Q filed with the Commission on May 15, 2018)
10.14	Form of Convertible Promissory Note with Morningview Financial LLC dated April 16, 2018 (Filed as Exhibit 10.14 to the Company's Quarterly Report on Form 10-Q filed with the Commission on May 15, 2018)
10.15	Form of Securities Purchase Agreement with One44 Capital LLC dated April 18, 2018 (Filed as Exhibit 10.15 to the Company's Quarterly Report on Form 10-Q filed with the Commission on May 15, 2018)
10.16	Form of Convertible Promissory Note with One44 Capital LLC dated April 18, 2018 (Filed as Exhibit 10.16 to the Company's Quarterly Report on Form 10-Q filed with the Commission on May 15, 2018)
10.17	Form of Securities Purchase Agreement with Power Up Lending Group Ltd. dated April 18, 2018 (Filed as Exhibit 10.17 to the Company's Quarterly Report on Form 10-Q filed with the Commission on May 15, 2018)
10.18	Form of Convertible Promissory Note with Power Up Lending Group Ltd. dated April 18, 2018 (Filed as Exhibit 10.18 to the Company's Quarterly Report on Form 10-Q filed with the Commission on May 15, 2018)
10.19	Form of Securities Purchase Agreement with LG Capital Funding LLC dated May 3, 2018 (Filed as Exhibit 10.19 to the Company's Quarterly Report on Form 10-Q filed with the Commission on May 15, 2018)
10.20	Form of Convertible Promissory Note with LG Capital Funding LLC dated May 3, 2018 (Filed as Exhibit 10.20 to the Company's Quarterly Report on Form 10-Q filed with the Commission on May 15, 2018)
10.21	Form of Securities Purchase Agreement with Cerberus Finance Group Ltd. dated May 7, 2018 (Filed as Exhibit 10.21 to the Company's Quarterly Report on Form 10-Q filed with the Commission on May 15, 2018)
10.22	Form of Convertible Promissory Note with Cerberus Finance Group Ltd. dated May 7, 2018 (Filed as Exhibit 10.22 to the Company's Quarterly Report on Form 10-Q filed with the Commission on May 15, 2018)
10.23	Form of Securities Purchase Agreement with Power Up Lending Group Ltd. dated May 9, 2018 (Filed as Exhibit 10.23 to the Company's Quarterly Report on Form 10-Q filed with the Commission on May 15, 2018)
10.24	Form of Convertible Promissory Note with Power Up Lending Group Ltd. dated May 9, 2018 (Filed as Exhibit 10.24 to the Company's Quarterly Report on Form 10-Q filed with the Commission on May 15, 2018)
10.25	Form of Securities Purchase Agreement with Adar Bays LLC dated May 24, 2018
10.26	Form of Convertible Promissory Note with Adar Bays LLC dated May 24, 2018
10.27	Securities Purchase Agreement, dated July 16, 2018, by and among HealthLynked Corp. and the Buyers listed therein (Filed as Exhibit 10.1 to the Company's Quarterly Report on Form 8-K filed with the Commission on July 19, 2018)
10.28	Registration Rights Agreement, dated July 16, 2018, by and among HealthLynked Corp. and the Buyers listed therein (Filed as Exhibit 10.2 to the Company's Quarterly Report on Form 8-K filed with the Commission on July 19, 2018)
10.29	Form of Series A Warrant (Filed as Exhibit 10.3 to the Company's Quarterly Report on Form 8-K filed with the Commission on July 19, 2018)
10.30	Form of Series B Warrant (Filed as Exhibit 10.4 to the Company's Quarterly Report on Form 8-K filed with the Commission on July 19, 2018)
10.31	Form of Pre-Funded Warrants (Filed as Exhibit 10.5 to the Company's Quarterly Report on Form 8-K filed with the Commission on July 19, 2018)
10.32	Amendment to Notes, dated July 16, 2018 (Filed as Exhibit 10.6 to the Company's Quarterly Report on Form 8-K filed with the Commission on July 19, 2018)
10.33	Amendment to Note, dated July 16, 2018 (Filed as Exhibit 10.7 to the Company's Quarterly Report on Form 8-K filed with the Commission on July 19, 2018)
10.34	Press Release, dated July 19, 2018 (Filed as Exhibit 10.8 to the Company's Quarterly Report on Form 8-K filed with the Commission on July 19, 2018)

Exhibit No.	Exhibit Description
31.1	Certification pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 of the Principal Executive Officer.
31.2	Certification pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 of the Principal Financial Officer and Principal Accounting Officer.
32.1	Certification pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 of the Principal Executive Officer
32.2	Certification pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 of the Principal Financial Officer and Principal Accounting Officer
101	XBRL Instance Document
	XBRL Taxonomy Extension Schema Document
	XBRL Taxonomy Extension Calculation Linkbase Document
	XBRL Taxonomy Extension Definition Linkbase Document
	XBRL Taxonomy Extension Label Linkbase Document
	XBRL Taxonomy Extension Presentation Linkbase Document

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.

Dated: August 14, 2018

HEALTHLYNKED CORP.

By: /s/ Michael Dent
Name: Michael Dent
Title: Chief Executive Officer and Chairman
(Principal Executive Officer)

Exhibit 10.25

SECURITIES PURCHASE AGREEMENT

This **SECURITIES PURCHASE AGREEMENT** (the "Agreement"), dated as of May 24, 2018, by and between **HealthLynked Corp**, a Nevada corporation, with headquarters located at 1726 Medical Blvd. Suite 101, Naples, FL 34110 (the "Company") and **ADAR BAYS, LLC**, a Florida limited liability company, with its address at 3411 Indian Creek Drive, Suite 403, Miami Beach, FL 33140 (the "Buyer").

WHEREAS:

A. The Company and the Buyer are executing and delivering this Agreement in reliance upon the exemption from securities registration afforded by the rules and regulations as promulgated by the United States Securities and Exchange Commission (the "SEC") under the Securities Act of 1933, as amended (the "1933 Act");

B. Buyer desires to purchase and the Company desires to issue and sell, upon the terms and conditions set forth in this Agreement a 10% convertible note of the Company, in the form attached hereto as Exhibit A in the aggregate principal amount of $78,750 (together with any note(s) issued in replacement thereof or as a dividend thereon or otherwise with respect thereto in accordance with the terms thereof, the "Note"), convertible into shares of common stock, of the Company (the "Common Stock"), upon the terms and subject to the limitations and conditions set forth in such Note.

C. The Buyer wishes to purchase, upon the terms and conditions stated in this Agreement, such principal amount of Note as is set forth immediately below its name on the signature pages hereto; and

NOW THEREFORE, the Company and the Buyer severally (and not jointly) hereby agree as follows:

1. Purchase and Sale of Note.

a. Purchase of Note. On the Closing Date (as defined below), the Company shall issue and sell to the Buyer and the Buyer agrees to purchase from the Company such principal amount of Note as is set forth immediately below the Buyer's name on the signature pages hereto.

Company Initials

b. Form of Payment. On the Closing Date (as defined below), (i) the Buyer shall pay the purchase price for the Note to be issued and sold to it at the Closing (as defined below) (the "Purchase Price") by wire transfer of immediately available funds to the Company, in accordance with the Company's written wiring instructions, against delivery of the Note in the principal amount equal to the Purchase Price as is set forth immediately below the Buyer's name on the signature pages hereto, and (ii) the Company shall deliver such duly executed Note on behalf of the Company, to the Buyer, against delivery of such Purchase Price.

c. Closing Date. The date and time of the first issuance and sale of the Note pursuant to this Agreement (the "Closing Date") shall be on or about May 24, 2018, or such other mutually agreed upon time. The closing of the transactions contemplated by this Agreement (the "Closing") shall occur on the Closing Date at such location as may be agreed to by the parties.

2. Buyer's Representations and Warranties. The Buyer represents and warrants to the Company that:

a. Investment Purpose. As of the date hereof, the Buyer is purchasing the Note and the shares of Common Stock issuable upon conversion of or otherwise pursuant to the Note, such shares of Common Stock being collectively referred to herein as the "Conversion Shares" and, collectively with the Note, the "Securities") for its own account and not with a present view towards the public sale or distribution thereof, except pursuant to sales registered or exempted from registration under the 1933 Act; provided, however, that by making the representations herein, the Buyer does not agree to hold any of the Securities for any minimum or other specific term and reserves the right to dispose of the Securities at any time in accordance with or pursuant to a registration statement or an exemption under the 1933 Act.

b. Accredited Investor Status. The Buyer is an "accredited investor" as that term is defined in Rule 501(a) of Regulation D (an "Accredited Investor").

c. Reliance on Exemptions. The Buyer understands that the Securities are being offered and sold to it in reliance upon specific exemptions from the registration requirements of United States federal and state securities laws and that the Company is relying upon the truth and accuracy of, and the Buyer's compliance with, the representations, warranties, agreements, acknowledgments and understandings of the Buyer set forth herein in order to determine the availability of such exemptions and the eligibility of the Buyer to acquire the Securities.

d. Information. The Buyer and its advisors, if any, have been, and for so long as the Note remain outstanding will continue to be, furnished with all materials relating to the business, finances and operations of the Company and materials relating to the offer and sale of the Securities which have been requested by the Buyer or its advisors. The Buyer and its advisors, if any, have been, and for so long as the Note remain outstanding will continue to be, afforded the opportunity to ask questions of the Company. Notwithstanding the foregoing, the Company has not disclosed to the Buyer any material nonpublic information and will not disclose such information unless such information is disclosed to the public prior to or promptly following such disclosure to the Buyer. Neither such inquiries nor any other due diligence investigation conducted by Buyer or any of its advisors or representatives shall modify, amend or affect Buyer's right to rely on the Company's representations and warranties contained in Section 3 below. The Buyer understands that its investment in the Securities involves a significant degree of risk. The Buyer is not aware of any facts that may constitute a breach of any of the Company's representations and warranties made herein.

e. Governmental Review. The Buyer 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 Securities.

f. Transfer or Re-sale. The Buyer understands that (i) the sale or re-sale of the Securities has not been and is not being registered under the 1933 Act or any applicable state securities laws, and the Securities may not be transferred unless (a) the Securities are sold pursuant to an effective registration statement under the 1933 Act, (b) the Buyer shall have delivered to the Company, at the cost of the Buyer, an opinion of counsel that shall be 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, which opinion shall be accepted by the Company, (c) the Securities are sold or transferred to an "affiliate" (as defined in Rule 144 promulgated under the 1933 Act (or a successor rule) ("Rule 144") of the Buyer who agrees to sell or otherwise transfer the Securities only in accordance with this Section 2(f) and who is an Accredited Investor, (d) the Securities are sold pursuant to Rule 144, or (e) the Securities are sold pursuant to Regulation S under the 1933 Act (or a successor rule) ("Regulation S"), and the Buyer shall have delivered to the Company, at the cost of the Buyer, an opinion of counsel that shall be in form, substance and scope customary for opinions of counsel in corporate transactions, which opinion shall be accepted by the Company; (ii) any sale of such Securities made in reliance on Rule 144 may be made only in accordance with the terms of said Rule and further, if said Rule is not applicable, any re-sale of such 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 1933 Act) may require compliance with some other exemption under the 1933 Act or the rules and regulations of the SEC thereunder; and (iii) neither the Company nor any other person is under any obligation to register such Securities under the 1933 Act or any state securities laws or to comply with the terms and conditions of any exemption thereunder (in each case). Notwithstanding the foregoing or anything else contained herein to the contrary, the Securities may be pledged as collateral in connection with a bona fide margin account or other lending arrangement.

g. Legends. The Buyer understands that the Note and, until such time as the Conversion Shares have been registered under the 1933 Act may be sold pursuant to Rule 144 or Regulation S without any restriction as to the number of securities as of a particular date that can then be immediately sold, the Conversion Shares may bear a restrictive legend in substantially the following form (and a stop-transfer order may be placed against transfer of the certificates for such Securities):

"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 Company shall issue a certificate without such legend to the holder of any Security upon which it is stamped, if, unless otherwise required by applicable state securities laws, (a) such Security is registered for sale under an effective registration statement filed under the 1933 Act or otherwise may be sold pursuant to Rule 144 or Regulation S without any restriction as to the number of securities as of a particular date that can then be immediately sold, or (b) such holder provides the Company with 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 Security may be made without registration under the 1933 Act, which opinion shall be accepted by the Company so that the sale or transfer is effected. The Buyer agrees to sell all Securities, including those represented by a certificate(s) from which the legend has been removed, in compliance with applicable prospectus delivery requirements, if any. In the event that the Company does not accept the opinion of counsel provided by the Buyer with respect to the transfer of Securities pursuant to an exemption from registration, such as Rule 144 or Regulation S, within 2 business days, it will be considered an Event of Default under the Note.

h. Authorization; Enforcement. This Agreement has been duly and validly authorized. This Agreement has been duly executed and delivered on behalf of the Buyer, and this Agreement constitutes a valid and binding agreement of the Buyer enforceable in accordance with its terms.

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

j. No Short Sales. Buyer/Holder, its successors and assigns, agree that so long as the Note remains outstanding, the Buyer/Holder shall not enter into or effect "short sales" of the Common Stock or hedging transaction which establishes a short position with respect to the Common Stock of the Company. The Company acknowledges and agrees that upon delivery of a Conversion Notice by the Buyer/Holder, the Buyer/Holder immediately owns the shares of Common Stock described in the Conversion Notice and any sale of those shares issuable under such Conversion Notice would not be considered short sales.

3. Representations and Warranties of the Company. The Company represents and warrants to the Buyer that:

a. Organization and Qualification. The Company and each of its subsidiaries, if any, is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated, with full power and authority (corporate and other) to own, lease, use and operate its properties and to carry on its business as and where now owned, leased, used, operated and conducted.

b. Authorization; Enforcement. (i) The Company has all requisite corporate power and authority to enter into and perform this Agreement, the Note and to consummate the transactions contemplated hereby and thereby and to issue the Securities, in accordance with the terms hereof and thereof, (ii) the execution and delivery of this Agreement, the Note by the Company and the consummation by it of the transactions contemplated hereby and thereby (including without limitation, the issuance of the Note and the issuance and reservation for issuance of the Conversion Shares issuable upon conversion or exercise thereof) have been duly authorized by the Company's Board of Directors and no further consent or authorization of the Company, its Board of Directors, or its shareholders is required, (iii) this Agreement has been duly executed and delivered by the Company by its authorized representative, and such authorized representative is the true and official representative with authority to sign this Agreement and the other documents executed in connection herewith and bind the Company accordingly, and (iv) this Agreement constitutes, and upon execution and delivery by the Company of the Note, each of such instruments will constitute, a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms.

c. Issuance of Shares. The Conversion Shares are duly authorized and reserved for issuance and, upon conversion of the Note in accordance with its respective terms, will be validly issued, fully paid and non-assessable, and 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 Company and will not impose personal liability upon the holder thereof.

d. Acknowledgment of Dilution. The Company understands and acknowledges the potentially dilutive effect to the Common Stock upon the issuance of the Conversion Shares upon conversion of the Note. The Company further acknowledges that its obligation to issue Conversion Shares upon conversion of the Note in accordance with this Agreement, the Note is absolute and unconditional regardless of the dilutive effect that such issuance may have on the ownership interests of other shareholders of the Company.

e. No Conflicts. The execution, delivery and performance of this Agreement, the Note by the Company and the consummation by the Company of the transactions contemplated hereby and thereby (including, without limitation, the issuance and reservation for issuance of the Conversion Shares) will not (i) conflict with or result in a violation of any provision of the Certificate of Incorporation or By-laws, or (ii) violate or conflict with, or result in a breach of any provision of, or constitute a default (or an event which with notice or lapse of time or both could become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture, patent, patent license or instrument to which the Company or any of its subsidiaries is a party, or (iii) result in a violation of any law, rule, regulation, order, judgment or decree (including federal and state securities laws and regulations and regulations of any self-regulatory organizations to which the Company or its securities are subject) applicable to the Company or any of its subsidiaries or by which any property or asset of the Company or any of its subsidiaries is bound or affected (except for such conflicts, defaults, terminations, amendments, accelerations, cancellations and violations as would not, individually or in the aggregate, have a material adverse effect). All consents, authorizations, orders, filings and registrations which the Company is required to obtain pursuant to the preceding sentence have been obtained or effected on or prior to the date hereof. The Company is not in violation of the listing requirements of the OTC marketplace (the “OTC MARKETS”) and does not reasonably anticipate that the Common Stock will be delisted by the OTC Markets in the foreseeable future, nor are the Company’s securities “chilled” by DTC. The Company and its subsidiaries are unaware of any facts or circumstances which might give rise to any of the foregoing.

f. Absence of Litigation. Except as disclosed in the Company’s public filings, there is no action, suit, claim, proceeding, inquiry or investigation before or by any court, public board, government agency, self-regulatory organization or body pending or, to the knowledge of the Company or any of its subsidiaries, threatened against or affecting the Company or any of its subsidiaries, or their officers or directors in their capacity as such, that could have a material adverse effect. Schedule 3(f) contains a complete list and summary description of any pending or, to the knowledge of the Company, threatened proceeding against or affecting the Company or any of its subsidiaries, without regard to whether it would have a material adverse effect. The Company and its subsidiaries are unaware of any facts or circumstances which might give rise to any of the foregoing.

g. Acknowledgment Regarding Buyer’ Purchase of Securities. The Company acknowledges and agrees that the Buyer is acting solely in the capacity of arm’s length purchasers with respect to this Agreement and the transactions contemplated hereby. The Company further acknowledges that the Buyer is not acting as a financial advisor or fiduciary of the Company (or in any similar capacity) with respect to this Agreement and the transactions contemplated hereby and any statement made by the Buyer or any of its respective representatives or agents in connection with this Agreement and the transactions contemplated hereby is not advice or a recommendation and is merely incidental to the Buyer’ purchase of the Securities. The Company further represents to the Buyer that the Company’s decision to enter into this Agreement has been based solely on the independent evaluation of the Company and its representatives.

h. No Integrated Offering. Neither the Company, nor any of its affiliates, nor any person acting on its or their behalf, has directly or indirectly made any offers or sales in any security or solicited any offers to buy any security under circumstances that would require registration under the 1933 Act of the issuance of the Securities to the Buyer. The issuance of the Securities to the Buyer will not be integrated with any other issuance of the Company's securities (past, current or future) for purposes of any shareholder approval provisions applicable to the Company or its securities.

i. Title to Property. The Company and its subsidiaries have good and marketable title in fee simple to all real property and good and marketable title to all personal property owned by them which is material to the business of the Company and its subsidiaries, in each case free and clear of all liens, encumbrances and defects except such as are described in Schedule 3(i) or such as would not have a material adverse effect. Any real property and facilities held under lease by the Company and its subsidiaries are held by them under valid, subsisting and enforceable leases with such exceptions as would not have a material adverse effect.

j. Bad Actor. No officer or director of the Company would be disqualified under Rule 506(d) of the Securities Act as amended on the basis of being a "bad actor" as that term is established in the September 19, 2013 Small Entity Compliance Guide published by the Securities and Exchange Commission.

k. Breach of Representations and Warranties by the Company. If the Company breaches any of the representations or warranties set forth in this Section 3, and in addition to any other remedies available to the Buyer pursuant to this Agreement, it will be considered an Event of default under the Note.

4. COVENANTS.

a. Expenses. At the Closing, the Company shall reimburse Buyer for expenses incurred by them in connection with the negotiation, preparation, execution, delivery and performance of this Agreement and the other agreements to be executed in connection herewith ("Documents"), including, without limitation, reasonable attorneys' and consultants' fees and expenses, transfer agent fees, fees for stock quotation services, fees relating to any amendments or modifications of the Documents or any consents or waivers of provisions in the Documents, fees for the preparation of opinions of counsel, escrow fees, and costs of restructuring the transactions contemplated by the Documents. When possible, the Company must pay these fees directly, otherwise the Company must make immediate payment for reimbursement to the Buyer for all fees and expenses immediately upon written notice by the Buyer or the submission of an invoice by the Buyer. The legal expenses associated with the drafting and negotiating of these documents shall be capped at $3,750.

b. Listing. The Company shall promptly secure the listing of the Conversion Shares upon each national securities exchange or automated quotation system, if any, upon which shares of Common Stock are then listed (subject to official notice of issuance) and, so long as the Buyer owns any of the Securities, shall maintain, so long as any other shares of Common Stock shall be so listed, such listing of all Conversion Shares from time to time issuable upon conversion of the Note. The Company will obtain and, so long as the Buyer owns any of the Securities, maintain the listing and trading of its Common Stock on the OTC MARKETS or any equivalent replacement market, the Nasdaq stock market ("Nasdaq") or the New York Stock Exchange ("NYSE") and will comply in all respects with the Company's reporting, filing and other obligations under the bylaws or rules of the Financial Industry Regulatory Authority ("FINRA") and such exchanges, as applicable. The Company shall promptly provide to the Buyer copies of any notices it receives from the OTC MARKETS and any other markets on which the Common Stock is then listed regarding the continued eligibility of the Common Stock for listing on such markets.

c. Corporate Existence. So long as the Buyer beneficially owns any Note, the Company shall maintain its corporate existence and shall not sell all or substantially all of the Company's assets, except in the event of a merger or consolidation or sale of all or substantially all of the Company's assets, where the surviving or successor entity in such transaction (i) assumes the Company's obligations hereunder and under the agreements and instruments entered into in connection herewith and (ii) is a publicly traded corporation whose Common Stock is listed for trading on the OTC MARKETS, Nasdaq or NYSE.

d. No Integration. The Company shall not make any offers or sales of any security (other than the Securities) under circumstances that would require registration of the Securities being offered or sold hereunder under the 1933 Act or cause the offering of the Securities to be integrated with any other offering of securities by the Company for the purpose of any stockholder approval provision applicable to the Company or its securities.

e. Filings. The Company shall include all of the Notes in its next scheduled SEC filing whether that shall be a 10Q or a 10K.

f. Breach of Covenants. If the Company breaches any of the covenants set forth in this Section 4, and in addition to any other remedies available to the Buyer pursuant to this Agreement, it will be considered an event of default under the Note.

5. Governing Law; Miscellaneous.

a. Governing Law. This Agreement 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 Agreement 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. The parties to this Agreement 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 Company and Buyer 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 Agreement 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.

b. Counterparts; Signatures by Facsimile. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party. This Agreement, once executed by a party, may be delivered to the other party hereto by facsimile transmission of a copy of this Agreement bearing the signature of the party so delivering this Agreement.

c. Headings. The headings of this Agreement are for convenience of reference only and shall not form part of, or affect the interpretation of, this Agreement.

d. Severability. In the event that any provision of this Agreement 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 provision hereof which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision hereof.

e. Entire Agreement; Amendments. This Agreement and the instruments referenced herein contain the entire understanding of the parties with respect to the matters covered herein and therein and, except as specifically set forth herein or therein, neither the Company nor the Buyer makes any representation, warranty, covenant or undertaking with respect to such matters. No provision of this Agreement may be waived or amended other than by an instrument in writing signed by the majority in interest of the Buyer.

f. 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, (iv) via electronic mail or (v) 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 delivery via electronic mail, 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 Company, to:
HealthLynked Corp
1726 Medical Blvd. Suite 101
Naples, FL 34110
Attn: Dr. Michael Dent, CEO

If to the Buyer:
ADAR BAYS, LLC
3411 Indian Creek Drive, Suite 403
Miami Beach, FL 33140
Attn: Samuel Eisenberg

Each party shall provide notice to the other party of any change in address.

g. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. Neither the Company nor the Buyer shall assign this Agreement or any rights or obligations hereunder without the prior written consent of the other. Notwithstanding the foregoing, the Buyer may assign its rights hereunder to any person that purchases Securities in a private transaction from the Buyer or to any of its “affiliates,” as that term is defined under the 1934 Act, without the consent of the Company.

h. 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.

i. Survival. The representations and warranties of the Company and the agreements and covenants set forth in this Agreement shall survive the closing hereunder notwithstanding any due diligence investigation conducted by or on behalf of the Buyer. The Company agrees to indemnify and hold harmless the Buyer and all their officers, directors, employees and agents for loss or damage arising as a result of or related to any breach or alleged breach by the Company of any of its representations, warranties and covenants set forth in this Agreement or any of its covenants and obligations under this Agreement, including advancement of expenses as they are incurred.

j. Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other 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.

k. No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

l. Remedies. The Company acknowledges that a breach by it of its obligations hereunder will cause irreparable harm to the Buyer by vitiating the intent and purpose of the transaction contemplated hereby. Accordingly, the Company acknowledges that the remedy at law for a breach of its obligations under this Agreement will be inadequate and agrees, in the event of a breach or threatened breach by the Company of the provisions of this Agreement, that the Buyer 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 Agreement and to enforce specifically the terms and provisions hereof, without the necessity of showing economic loss and without any bond or other security being required.

IN WITNESS WHEREOF, the undersigned Buyer and the Company have caused this Agreement to be duly executed as of the date first above written.

HealthLynked Corp

By: ______________________________
Attn: Dr. Michael Dent, CEO

ADAR BAYS, LLC.

By: ______________________________
Name: Samuel Eisenberg
Title: Manager

AGGREGATE SUBSCRIPTION AMOUNT:

Aggregate Principal Amount of Note:	$ 78,750.00

Aggregate Purchase Price:

Note: $78,750.00 less $3,750.00 in legal fees.

Exhibit 10.26

THIS NOTE AND THE COMMON STOCK ISSUABLE UPON CONVERSION OF THIS NOTE HAVE NOT BEEN AND WILL NOT BE REGISTERED WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE PURSUANT TO AN EXEMPTION FROM REGISTRATION PROVIDED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER (THE "1933 ACT")

US $78,750.00

HEALTHLYNKED CORP.
10% CONVERTIBLE REDEEMABLE NOTE
DUE MAY 24, 2019

FOR VALUE RECEIVED, HealthLynked Corp. (the "Company") promises to pay to the order of ADAR BAYS, LLC and its authorized successors and permitted assigns ("Holder"), the aggregate principal face amount of Seventy Eight Thousand Seven Hundred Fifty Dollars exactly (U.S. $78,750.00) on May 24, 2019 ("Maturity Date") and to pay interest on the principal amount outstanding hereunder at the rate of 10% per annum commencing on May 24, 2018. The interest will be paid to the Holder in whose name this Note is registered on the records of the Company regarding registration and transfers of this Note. The principal of, and interest on, this Note are payable at 3411 Indian Creek Drive, Suite 403, Miami Beach, FL 33140, initially, and if changed, last appearing on the records of the Company as designated in writing by the Holder hereof from time to time. The Company will pay each interest payment and the outstanding principal due upon this Note before or on the Maturity Date, less any amounts required by law to be deducted or withheld, to the Holder of this Note by check or wire transfer addressed to such Holder at the last address appearing on the records of the Company. The forwarding of such check or wire transfer shall constitute a payment of outstanding principal hereunder and shall satisfy and discharge the liability for principal on this Note to the extent of the sum represented by such check or wire transfer. Interest shall be payable in Common Stock (as defined below) pursuant to paragraph 4(b) herein.

This Note is subject to the following additional provisions:

1. This Note is exchangeable for an equal aggregate principal amount of Notes of different authorized denominations, as requested by the Holder surrendering the same. No service charge will be made for such registration or transfer or exchange, except that Holder shall pay any tax or other governmental charges payable in connection therewith.

Initials

2. The Company shall be entitled to withhold from all payments any amounts required to be withheld under applicable laws.

3. This Note may be transferred or exchanged only in compliance with the Securities Act of 1933, as amended ("Act") and applicable state securities laws. Any attempted transfer to a non-qualifying party shall be treated by the Company as void. Prior to due presentment for transfer of this Note, the Company and any agent of the Company may treat the person in whose name this Note is duly registered on the Company's records as the owner hereof for all other purposes, whether or not this Note be overdue, and neither the Company nor any such agent shall be affected or bound by notice to the contrary. Any Holder of this Note electing to exercise the right of conversion set forth in Section 4(a) hereof, in addition to the requirements set forth in Section 4(a), and any prospective transferee of this Note, also is required to give the Company written confirmation that this Note is being converted ("Notice of Conversion") in the form annexed hereto as Exhibit A. The date of receipt (including receipt by telecopy) of such Notice of Conversion shall be the Conversion Date.

4. (a) The Holder of this Note is entitled, at its option to convert all or any amount of the principal face amount of this Note then outstanding into shares of the Company's common stock (the "Common Stock") at a price ("Conversion Price") for each share of Common Stock equal to **60%** of the **lowest trading price** of the Common Stock as reported on the National Quotations Bureau OTC Market exchange which the Company's shares are traded or any exchange upon which the Common Stock may be traded in the future ("Exchange"), for the ***twenty*** prior trading days including the day upon which a Notice of Conversion is received by the Company (provided such Notice of Conversion is delivered by fax or other electronic method of communication to the Company or its transfer agent after 4 P.M. Eastern Standard or Daylight Savings Time if the Holder wishes to include the same day closing price). If the shares have not been delivered within 3 business days, the Notice of Conversion may be rescinded. Such conversion shall be effectuated by the Company delivering the shares of Common Stock to the Holder within 3 business days of receipt by the Company of the Notice of Conversion. Accrued, but unpaid interest shall be subject to conversion. No fractional shares or scrip representing fractions of shares will be issued on conversion, but the number of shares issuable shall be rounded to the nearest whole share. To the extent the Conversion Price of the Company's Common Stock closes below the par value per share, the Company will take all steps necessary to solicit the consent of the stockholders to reduce the par value to the lowest value possible under law. The Company agrees to honor all conversions submitted pending this increase. *In the event the Company experiences a DTC "Chill" on its shares, the conversion price shall be decreased to 50% instead of 60% while that "Chill" is in effect.* In no event shall the Holder be allowed to effect a conversion if such conversion, along with all other shares of Company Common Stock beneficially owned by the Holder and its affiliates would exceed 4.99% of the outstanding shares of the Common Stock of the Company (which may be increased up to 9.9% upon 60 days' prior written notice by the Investor). All the terms set forth herein, including but not limited to interest rate, prepayment terms, conversion discount or lookback period will be adjusted downward (i.e. for the benefit of the Holder) if the Company offers a more favorable conversion discount (whether via interest, rate OID or otherwise) or lookback period to another party or otherwise grants any more favorable terms to any third party than those contained herein while this note is in effect.

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Initials

(b) Interest on any unpaid principal balance of this Note shall be paid at the rate of 10% per annum. Interest outstanding after the six month anniversary of this Note, shall be paid by the Company in Common Stock ("Interest Shares"). Holder may, at any time after the six month anniversary of this Note, send in a Notice of Conversion to the Company for Interest Shares based on the formula provided in Section 4(a) above. The dollar amount converted into Interest Shares shall be all or a portion of the accrued interest calculated on the unpaid principal balance of this Note to the date of such notice.

(c) During the first 6 months this Note is in effect, the Company may redeem this Note by paying to the Holder an amount equal to 128% of the face amount plus any accrued interest. This Note may not be prepaid after the 6 month anniversary. The redemption must be closed and paid for within 3 business days of the Company sending the redemption demand or the redemption will be invalid and the Company may not redeem this Note.

(d) Upon (i) a transfer of all or substantially all of the assets of the Company to any person in a single transaction or series of related transactions, (ii) a reclassification, capital reorganization or other change or exchange of outstanding shares of the Common Stock, other than a forward or reverse stock split or stock dividend, or (iii) any consolidation or merger of the Company with or into another person or entity in which the Company is not the surviving entity (other than a merger which is effected solely to change the jurisdiction of incorporation of the Company and results in a reclassification, conversion or exchange of outstanding shares of Common Stock solely into shares of Common Stock) (each of items (i), (ii) and (iii) being referred to as a "Sale Event"), then, in each case, the Company shall, upon request of the Holder, redeem this Note in cash for 150% of the principal amount, plus accrued but unpaid interest through the date of redemption, or at the election of the Holder, such Holder may convert the unpaid principal amount of this Note (together with the amount of accrued but unpaid interest) into shares of Common Stock immediately prior to such Sale Event at the Conversion Price.

(e) In case of any Sale Event (not to include a sale of all or substantially all of the Company's assets) in connection with which this Note is not redeemed or converted, the Company shall cause effective provision to be made so that the Holder of this Note shall have the right thereafter, by converting this Note, to purchase or convert this Note into the kind and number of shares of stock or other securities or property (including cash) receivable upon such reclassification, capital reorganization or other change, consolidation or merger by a holder of the number of shares of Common Stock that could have been purchased upon exercise of the Note and at the same Conversion Price, as defined in this Note, immediately prior to such Sale Event. The foregoing provisions shall similarly apply to successive Sale Events. If the consideration received by the holders of Common Stock is other than cash, the value shall be as determined by the Board of Directors of the Company or successor person or entity acting in good faith.

5. No provision of this Note shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of, and interest on, this Note at the time, place, and rate, and in the form, herein prescribed.

6. The Company hereby expressly waives demand and presentment for payment, notice of non-payment, protest, notice of protest, notice of dishonor, notice of acceleration or intent to accelerate, and diligence in taking any action to collect amounts called for hereunder and shall be directly and primarily liable for the payment of all sums owing and to be owing hereto.

Initials

7. The Company agrees to pay all costs and expenses, including reasonable attorneys' fees and expenses, which may be incurred by the Holder in collecting any amount due under this Note.

8. If one or more of the following described "Events of Default" shall occur:

(a) The Company shall default in the payment of principal or interest on this Note or any other note issued to the Holder by the Company; or

(b) Any of the representations or warranties made by the Company herein or in any certificate or financial or other written statements heretofore or hereafter furnished by or on behalf of the Company in connection with the execution and delivery of this Note, or the Securities Purchase Agreement under which this note was issued shall be false or misleading in any respect; or

(c) The Company shall fail to perform or observe, in any respect, any covenant, term, provision, condition, agreement or obligation of the Company under this Note or any other note issued to the Holder; or

(d) The Company shall (1) become insolvent; (2) admit in writing its inability to pay its debts generally as they mature; (3) make an assignment for the benefit of creditors or commence proceedings for its dissolution; (4) apply for or consent to the appointment of a trustee, liquidator or receiver for its or for a substantial part of its property or business; (5) file a petition for bankruptcy relief, consent to the filing of such petition or have filed against it an involuntary petition for bankruptcy relief, all under federal or state laws as applicable; or

(e) A trustee, liquidator or receiver shall be appointed for the Company or for a substantial part of its property or business without its consent and shall not be discharged within sixty (60) days after such appointment; or

(f) Any governmental agency or any court of competent jurisdiction at the instance of any governmental agency shall assume custody or control of the whole or any substantial portion of the properties or assets of the Company; or

(g) One or more money judgments, writs or warrants of attachment, or similar process, in excess of fifty thousand dollars ($50,000) in the aggregate, shall be entered or filed against the Company or any of its properties or other assets and shall remain unpaid, unvacated, unbonded or unstayed for a period of fifteen (15) days or in any event later than five (5) days prior to the date of any proposed sale thereunder; or

(h) The Company shall have defaulted on or breached any term of any other note of similar debt instrument into which the Company has entered and failed to cure such default within the appropriate grace period; or

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Initials

(i) The Company shall have its Common Stock delisted from an exchange (including the OTC Market Exchange) or, if the Common Stock trades on an exchange, then trading in the Common Stock shall be suspended for more than 10 consecutive days or ceases to file its 1934 act reports with the SEC;

(j) If a majority of the members of the Board of Directors of the Company on the date hereof are no longer serving as members of the Board;

(k) The Company shall not deliver to the Holder the Common Stock pursuant to paragraph 4 herein without restrictive legend within 3 business days of its receipt of a Notice of Conversion; or

(l) The Company shall not replenish the reserve set forth in Section 12, within 3 business days of the request of the Holder.

(m) The Company shall not be "current" in its filings with the Securities and Exchange Commission;

(n) The Company shall lose the "bid" price for its stock in a market (including the OTC marketplace or other exchange); or

Then, or at any time thereafter, unless cured within 5 days, and in each and every such case, unless such Event of Default shall have been waived in writing by the Holder (which waiver shall not be deemed to be a waiver of any subsequent default) at the option of the Holder and in the Holder's sole discretion, the Holder may consider this Note immediately due and payable, without presentment, demand, protest or (further) notice of any kind (other than notice of acceleration), all of which are hereby expressly waived, anything herein or in any note or other instruments contained to the contrary notwithstanding, and the Holder may immediately, and without expiration of any period of grace, enforce any and all of the Holder's rights and remedies provided herein or any other rights or remedies afforded by law. Upon an Event of Default, interest shall accrue at a default interest rate of 24% per annum or, if such rate is usurious or not permitted by current law, then at the highest rate of interest permitted by law. In the event of a breach of Section 8(k) the penalty shall be $250 per day the shares are not issued beginning on the 4th day after the conversion notice was delivered to the Company. This penalty shall increase to $500 per day beginning on the 10th day. The penalty for a breach of Section 8(n) shall be an increase of the outstanding principal amounts by 20%. In case of a breach of Section 8(i), the outstanding principal due under this Note shall increase by 50%. If this Note is not paid at maturity, the outstanding principal due under this Note shall increase by 10%. Further, if a breach of Section 8(m) occurs or is continuing after the 6 month anniversary of the Note, then the Holder shall be entitled to use the lowest closing bid price during the delinquency period as a base price for the conversion. For example, if the lowest closing bid price during the delinquency period is $0.01 per share and the conversion discount is 50% the Holder may elect to convert future conversions at $0.005 per share.

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Initials

If the Holder shall commence an action or proceeding to enforce any provisions of this Note, including, without limitation, engaging an attorney, then if the Holder prevails in such action, the Holder shall be reimbursed by the Company for its attorneys' fees and other costs and expenses incurred in the investigation, preparation and prosecution of such action or proceeding.

Make-Whole for Failure to Deliver Loss. At the Holder's election, if the Company fails for any reason to deliver to the Holder the conversion shares by the by the 3rd business day following the delivery of a Notice of Conversion to the Company and if the Holder incurs a Failure to Deliver Loss, then at any time the Holder may provide the Company written notice indicating the amounts payable to the Holder in respect of the Failure to Deliver Loss and the Company must make the Holder whole as follows:

Failure to Deliver Loss = [(Highest VWAP for the 30 trading days on or after the day of exercise) x (Number of conversion shares)]

The Company must pay the Failure to Deliver Loss by cash payment, and any such cash payment must be made by the third business day from the time of the Holder's written notice to the Company.

9. In case any provision of this Note is held by a court of competent jurisdiction to be excessive in scope or otherwise invalid or unenforceable, such provision shall be adjusted rather than voided, if possible, so that it is enforceable to the maximum extent possible, and the validity and enforceability of the remaining provisions of this Note will not in any way be affected or impaired thereby.

10. Neither this Note nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument signed by the Company and the Holder.

11. The Company represents that it is not a "shell" issuer and has never been a "shell" issuer or that if it previously has been a "shell" issuer that at least 12 months have passed since the Company has reported form 10 type information indicating it is no longer a "shell issuer. Further. The Company will instruct its counsel to either (i) write a 144 opinion to allow for salability of the conversion shares or (ii) accept such opinion from Holder's counsel.

12. The Company shall issue irrevocable transfer agent instructions reserving 4,026,000 shares of its Common Stock for conversions under this Note (the "Share Reserve"). Upon full conversion of this Note, any shares remaining in the Share Reserve shall be cancelled. The Company shall pay all transfer agent costs associated with issuing and delivering the share certificates to Holder. If such amounts are to be paid by the Holder, it may deduct such amounts from the Conversion Price. The company should at all times reserve a minimum of four times the amount of shares required if the note would be fully converted. The Holder may reasonably request increases from time to time to reserve such amounts. The Company will instruct its transfer agent to provide the outstanding share information to the Holder in connection with its conversions.

13. The Company will give the Holder direct notice of any corporate actions, including but not limited to name changes, stock splits, recapitalizations etc. This notice shall be given to the Holder as soon as possible under law.

14. If it shall be found that any interest or other amount deemed interest due hereunder violates the applicable law governing usury, the applicable provision shall automatically be revised to equal the maximum rate of interest or other amount deemed interest permitted under applicable law. The Company covenants (to the extent that it may lawfully do so) that it will not seek to claim or take advantage of any law that would prohibit or forgive the Company from paying all or a portion of the principal or interest on this Note.

15. This Note shall be governed by and construed in accordance with the laws of New York applicable to contracts made and wholly to be performed within the State of New York and shall be binding upon the successors and assigns of each party hereto. The Holder and the Company hereby mutually waive trial by jury and consent to exclusive jurisdiction and venue in the courts of the State of New York or in the Federal courts sitting in the county or city of New York. This Agreement may be executed in counterparts, and the facsimile transmission of an executed counterpart to this Agreement shall be effective as an original.

Initials

IN WITNESS WHEREOF, the Company has caused this Note to be duly executed by an officer thereunto duly authorized.

Dated: ______________

HEALTHLYNKED CORP.

By: ______________________________

Title: ______________________________

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Initials

Exhibit 31.1

Certification Pursuant to Section 302 of the Sarbanes - Oxley Act of 2002

I, Michael Dent, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended June 30, 2018 of the registrant, HealthLynked Corp.;

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

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

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

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

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

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

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

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

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

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

Date: August 14, 2018

By:	/s/ Michael Dent
Name:	Michael Dent
Title:	Chief Executive Officer and Chairman (Principal Executive Officer)

Exhibit 31.2

Certification Pursuant to Section 302 of the Sarbanes - Oxley Act of 2002

I, George O'Leary, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended June 30, 2018 of the registrant, HealthLynked Corp.;

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

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

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

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

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

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

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

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

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

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

Date: August 14, 2018

By:	/s/ George O'Leary
Name:	George O'Leary
Title:	Chief Financial Officer and Director (Principal Financial Officer)

Exhibit 32.1

CERTIFICATIONS
Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
(Subsections (A) and (B) of Section 1350, Chapter 63 of Title 18, United States Code)

Pursuant to section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of section 1350, chapter 63 of title 18, United States Code), I, Michael Dent, Chief Executive Officer and Chairman of HealthLynked Corp., a Nevada corporation (the “Company”), hereby certify, to my knowledge, that:

The Quarterly Report on Form 10-Q for the quarter ended June 30, 2018 (the “Form 10-Q”) of the Company fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, and information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 14, 2018

By:	/s/ Michael Dent
Name:	Michael Dent
Title:	Chief Executive Officer and Chairman (Principal Executive Officer)

Exhibit 32.2

CERTIFICATIONS
Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
(Subsections (A) and (B) of Section 1350, Chapter 63 of Title 18, United States Code)

Pursuant to section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of section 1350, chapter 63 of title 18, United States Code), I, George O'Leary, Chief Financial Officer and Director of HealthLynked Corp., a Nevada corporation (the "Company"), hereby certify, to my knowledge, that:

The Quarterly Report on Form 10-Q for the quarter ended June 30, 2018 (the "Form 10-Q") of the Company fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, and information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 14, 2018

By:	/s/ George O'Leary
Name:	George O'Leary
Title:	Chief Financial Officer and Director (Principal Financial Officer)