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

FORM 10-K

(Mark One)

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

For the fiscal year ended **December 31, 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 **001-37807**

PRECHECK HEALTH SERVICES, INC.

(Exact name of registrant as specified in its charter)

Florida	47-3170676
(State or Other Jurisdiction of Incorporation or Organization)	(I.R.S. Employer Identification No.)

305 W. Woodard, Suite 221, Denison TX 75020
(Address of Principal Executive Offices) (Zip Code)

Registrant's telephone number, including area code: (903) 337-1872

Securities registered pursuant to Section 12(b) of the Act: None

Securities registered pursuant to Section 12(g) of the Act: Common Stock, par value $0.001 per share

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes☐ No ☒

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes☐ No ☒

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 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 such files). Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definitions of "large accelerated filer," "accelerated filer," "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	☒

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

The aggregate market value of the voting and non-voting common equity stock held by non-affiliates of the registrant was approximately $3,600,000 as of June 29, 2018, the last business day of the registrant's most recently completed second fiscal quarter, based on the last sale price of the registrant's common stock on such date of $1.12 per share, as reported on the OTC Bulletin Board.

If an emerging growth company, indicate by a 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 7(a)(2)(B) of the Securities Act. ☐

As of April 16, 2019, there were 14,205,417 shares of the registrant's common stock outstanding.

Documents incorporated by reference: None.

PRECHECK HEALTH SERVICES, INC.

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As used in this annual report, the terms "we," "us," "our," and words of like import, and the "Company" refers to Precheck Health Services, Inc. and its subsidiaries, unless the context indicates otherwise.

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Forward Looking Statements

This annual report on Form 10-K contain "forward-looking statements," within the meaning of the Private Securities Litigation Reform Act of 1995, all of which are subject to risks and uncertainties. Forward-looking statements can be identified by the use of words such as "expects," "plans," "will," "forecasts," "projects," "intends," "estimates," and other words of similar meaning. One can identify them by the fact that they do not relate strictly to historical or current facts. These statements are likely to address our growth strategy, financial results and product and development programs. One must carefully consider any such statement and should understand that many factors could cause actual results to differ from our forward looking statements. These factors may include inaccurate assumptions and a broad variety of other risks and uncertainties, including some that are known and some that are not. No forward looking statement can be guaranteed and actual future results may vary materially.

These risks and uncertainties, many of which are beyond our control, include, and are not limited to:

- We require substantial funds for our operations, including meeting our purchase requirements in order to maintain our rights under our private label agreement relating to our only product, the PC8B.
- We have recently commenced the business of marketing the PC8B, and may not be able to develop the market for our product.
- We may not be able to operate profitably or generate an acceptable gross margin. Through December 31, 2018, we have operated at a loss, and for the three months ended December 31, 2018, which was the first quarter in which we generated revenue from this product, we sold our product at cost, generating no gross profit.
- The development of our business depends upon our ability to market our product to physicians. If we cannot demonstrate to physicians that our product will benefit their practice, we will not be able to operate profitably, we will; not be able to operate profitably.
- The marketability of our product is depending upon the physician being reimbursed at acceptable rates from insurance, Medicaid and Medicare and rates and coverage are subject to change
- We are a one-product company, and subject to all of the risk incident to a one product company.
- We are dependent upon a sole supplier for our product.
- We may not be able to offer physicians equipment with the most current technology.
- We face competition from other companies as well as companies that market diagnostic tests directly to consumers, and our supplier has the right to sell equipment identical to the PC8B without our private label markings, in competition with us.
- Any recalls involving the PC8B or our supplier's product.
- We will need to hire key executive, marketing and managing personnel.
- If we continue to fail to maintain an effective system of internal controls over financial reporting, we may not be able to accurately report our financial results.

- If we raise funds through the issuance of equity, we may have to issue securities at a price which will result in material dilution to our stockholders.

- Since we are a "penny stock" it may be difficult for potential investors to purchase our stock which may adversely affect both the market for our stock and the stock price.

- Any adverse consequences resulting from a 2001 SEC order concerning our chief executive officer.

- Since our stock is thinly traded, actions by third parties to either sell or purchase our common stock in quantities that would have a significant effect on our stock price.

- Current and future economic and political conditions.

- Other assumptions described in this annual report.

- Other matters that are not within our control.

Information regarding market and industry statistics contained in this annual report is included based on information available to us that we believe is accurate. It is generally based on industry and other publications that are not produced for purposes of securities offerings or economic analysis. We have not reviewed or included data from all sources. Forecasts and other forward-looking information obtained from these sources are subject to the same qualifications and the additional uncertainties accompanying any estimates of future market size, revenue and market acceptance of products and services. We do not assume any obligation to update any forward-looking statement. As a result, you should not place undue reliance on these forward-looking statements.

The forward-looking statements in this report speak only as of the date of this report and you should not to place undue reliance on any forward-looking statements. Forward-looking statements are subject to certain events, risks, and uncertainties that may be outside of our control. When considering forward-looking statements, you should carefully review the risks, uncertainties and other cautionary statements in this report as they identify certain important factors that could cause actual results to differ materially from those expressed in or implied by the forward-looking statements. These factors include, among others, the risks described under in this report, including those described under "Business," "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" as well as in other reports and documents we file with the SEC. We undertake no obligation to revise or publicly release the results of any revision to these forward-looking statements, except as required by law. Given these risks and uncertainties, you are cautioned not to place undue reliance on such forward-looking statements.

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PART I

ITEM 1. BUSINESS

General

Prior to the fourth quarter of 2018, through our subsidiaries, we operated four restaurants that offered healthy food. In the fourth quarter of 2018, we discontinued the restaurant business, although we continue to have obligations under restaurant leases.

Our current business is the distribution of a medical screening device, the PC8B, which we purchase from the manufacturer pursuant to a private label contract. The PC8B medical device is a screening tool designed for use by physicians and medical personnel in managing patient's health. The device screens patients for biomarkers which are pre-cursors to certain diseases. The PC8B is designed to provide the physician with risk indications of multiple health issues of the patient being screened. The result of the screening is that the PC8B provides physicians with the capability to view data regarding certain biomarkers, immediately after the screening, which can assists them in preventing chronic diseases such as diabetes, cardiovascular disease, and many others. The PC8B is non-invasive, and combined with its ankle brachial index test, takes less than 8 minutes to complete an assessment.

We believe that the PC8B has a convenient and simple one page physician dashboard that provides a comprehensive overview of key elements of a patient's health, while covering eight key risk factors. The physician can use this information to determine the best course of action to resolve the patient's condition depending on the risk score for each factor.

The manufacturer has obtained FDA clearances to market its device for measuring body signs such as photo plethysmography, volume plethysmography, and galvanic skin response. The mathematical analysis of those body signals provides markers of cardio metabolic risk, autonomic neuropathy, vascular dysfunction and other risk factors. The manufacturer has obtained patent protection for its product. The PC8B is the same product that the manufacturer sells to others except that it has our private label indicia.

Marketing

We plan to market the PC8B medical device to physicians under an agreement pursuant to which the physician will pay us a fixed fee per month plus an additional fee per every test performed by the physician. Physicians are reimbursed by insurance, Medicare and Medicaid. Reimbursements vary from state to state and by payer, and coverage and reimbursement rates are subject to change. Under these arrangements, we would offer to provide the medical practice with billing and processing after the test has been performed by the practice. The tests are scheduled and administered by the physician's office. We would collect paperwork or electronic records from the practice reflecting the completion of the test. Once we have collected these records from the practice, we process them and submit them to the appropriate insurance, Medicaid, or Medicare on behalf of the practice. Once the practice receives the

reimbursement deposit from the payor, we invoice the practice and collect the fees from the practice. We do not receive any payment unless the practice receives reimbursement from the third-party payor. The administrative services are performed on our behalf by JAS Consulting, which is owned by Justin Anderson, our chief operating officer, for which we pay JAS Consulting a fee of $10 or $20 per test, depending on the test.

We also sell the PC8B to physicians. All revenue for the year ended December 31, 2018 was generated by sales of the equipment.

We are planning three marketing programs to obtain service agreements for the PC8B from the physicians -- independent medical device representatives, direct contact with physicians utilizing webinar presentations, and attendance at medical trade shows which cater to the preventive care, general care, functional medicine, and anti-aging focused physicians. We cannot assure you that we will be able to successfully implement our marketing programs.

Agreement with Supplier

On November 12, 2018, we entered into a supply and private label agreement with LD Technology, LLC pursuant to which LD Technology will manufacture and sell to us on a private label basis a non-invasive medical system that we market as the PC8B.

The agreement provides that LD Technology will provide the equipment on a private label basis is subject to our making minimum purchases on a quarterly basis based on contract years ending on November 30. The minimum purchases, based on agreed-up pricing, start at $140,000 for the first quarter, which is the quarter that ended February 28, 2019, and $202,500 per quarter for the balance of the first contract year, increasing annually to $375,000 for each quarter in the fourth contract year. We are required to make payment at the time the purchase order is placed. If we fail to meet the purchase and payment requirements for any contract quarter, we have 15 business days from the end of the contract quarter to purchase and pay for the shortfall for such quarter, and, in the event that we fail to pay for such shortfall, the agreement shall automatically terminate without any notice from LD Technology. We met our purchase requirements for the quarter ended February 28, 2019.

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Government Regulations

In order to market medical devices including the PC8B, FDA clearance is required. The manufacturer has obtained FDA clearance to market its product, which is the same equipment as the PC8B, for the diagnostic tests for which we market the PC8B.

Intellectual Property

We have no patent, trademark or other intellectual property rights.

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Research and Development Activities

We have not engaged in any research and development activities

Employees

As of December 31, 2018, we had three employees, two of whom, including our chief executive officer, are full time.

Our Organization

We are a Florida corporation organized under the name Hip Cuisine, Inc. on March 19, 2014. We changed our corporate name to Nature's Best Brand, Inc. on June 15, 2018 and to PreCheck Health Services, Inc. on January 3, 2019. Our executive offices are located at 305 W. Woodard Street, Suite 221, Denison TX 75020, telephone (903) 337-1872. Our website is www.precheckhealth.com. Any information on or derived from our website or any other

website does not constitute a part of this annual report.

ITEM 1A. RISK FACTORS

An investment in our common stock involves a high degree of risk. You should carefully consider the risks described below together with all of the other information included in this annual report before making an investment decision with regard to our securities. The statements contained in this annual report include forward-looking statements that are subject to risks and uncertainties that could cause actual results to differ materially from those set forth in or implied by forward-looking statements. The risks set forth below are not the only risks facing us. Additional risks and uncertainties may exist that could also adversely affect our business, prospects or operations. If any of the following risks actually occurs, our business, financial condition or results of operations could be harmed. In that case, the trading price of our common stock could decline, and you may lose all or a significant part of your investment.

Risks Concerning Our Business

We have not generated any gross profit from our present business and, as a start-up company, you have no way to evaluate our ability to operate profitably, and we cannot assure you that we can or will operate profitably.

We have incurred losses since inception. We commenced our business in the sale and marketing of diagnostic equipment in November 2018, and, for the year ended December 31, 2018, we generated revenue of $70,000, no gross profit and a loss from operations of $6,430,794, and a net loss of $7,926,516. As a result, you will have no way to evaluate our ability to generate revenue and profits. We are subject to risks common to start-up enterprises, including, among other factors, undercapitalization, cash shortages, dependence on one product, limitations with respect to personnel, financial and other resources and lack of revenues. Our ability to generate revenues and operate profitably is dependent upon our ability to market our equipment to medical practices and the use by the physicians of our equipment, and we have not demonstrated our ability to market our product or of the willingness of physicians to use our equipment. We cannot assure you that we will be successful in achieving profitability and the likelihood of our success must be considered in light of our early stage of operations. There can be no assurance that we will be able to operate profitably or generate positive cash flow.

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We require significant funding for our operations.

We require significant funding for our operations. Under our agreement with our supplier, we must pay for the equipment we sell or license in advance. We also require funding for operations, including the development of a distribution network, compensation, including executive compensation, and other marketing and related expenses. We cannot assure you as to the availability or the terms of any future financing. We do not have any agreements or understandings with respect to any potential financing. Our low stock price and the lack of an active market in our stock may affect our ability to raise funds and the terms on which we will be able to raise funds. Our failure to obtain necessary financing could impair our ability to operate profitably. To the extent that we raise funds through the issuance of equity securities, such issuance may result in significant dilution to our stockholders. Further, any financing involving equity or convertible securities could result in significant dilution to our stockholders and could result in a significant reset in the exercise price of outstanding warrants and the conversion price of our outstanding convertible debt and could significantly impair the price of our common stock.

Our auditors' report includes a going concern paragraph.

Our independent auditors included an explanatory paragraph in their report on the accompanying consolidated financial statements expressing concerns about our ability to continue as a going concern. We have not generated significant revenues since inception. As at December 31, 2018, we have an accumulated deficit of $7,396,651, and for the year ended December 31, 2018, had no gross margin and we sustained loss from operations of $6,430,794 and a net loss of $7,926,516. These factors among others raise substantial doubt about our ability to continue as a going concern for a reasonable period of time.

Because we are a one-product company, we are dependent upon our success in developing a market for this product.

We currently have one product which we plan to sell or license, the PC8B diagnostic equipment. Because we only market one product, we are dependent upon our ability to obtain sufficient quantity of our product and to develop and sustain a market for our product at a price that enables us to generate an acceptable gross margin. In the event that our product becomes obsolete or physicians do not wish to purchase or use our product, we have no other

product to sell, and we may not be able to continue in business. A number of factors may affect the willingness of a physician to purchase or license medical equipment, including, but not limited to, insurance reimbursement, the cost of the equipment, the availability of dedicated office space for our equipment, the ease of use, overhead, feedback from patients, problems with the equipment and the ease of obtaining maintenance for the equipment; the perceived utility of the tests performed by our equipment which could be performed by other equipment, technological developments which may make our product obsolete or less desirable, and other factors that affect the decision of a physician or medical group to allocate space, personnel and resources to medical equipment. We cannot assure you that we can develop and sustain a market for our equipment. Further, since our agreement with LD Technology only covers the equipment that we market as the PC8B and enhancements, we cannot assure you that we will be able to purchase any other equipment which LD Technology may develop or that we will be able to negotiate a supply agreement with another company to obtain other equipment. In order for us to develop our business and to reduce the risks associated with being a one-product company, we need to obtain distribution rights to complementary products both to protect ourselves against market declines in the PC8B and to develop a marketing organization that can market more than one product, and it may be difficult to change or add products to our proposed marketing program. We can give no assurance that we can or will be able to develop distribution relationships for other products and the failure to do so could impair our ability to generate revenue and operate profitably.

Because we are dependent upon one equipment supplier, the failure or inability of this supplier to deliver the equipment would affect our operations.

The PC8B diagnostic equipment is manufactured for us by LD Technology pursuant to a supply and private label agreement dated November 12, 2018. The PC8B is LD Technology's diagnostic equipment with certain private label indicia to meet our requirements. Our right to LD Technology's product is non-exclusive, and LD Technology has the right to sell the equipment to others without our private label indicia. Further, since LD Technology can sell the equipment to others and manufactures other equipment for the medical industry, we are dependent upon LD Technology's allocation of resources and we cannot assure you that LD Technology will be able to meet our requirements. The failure of LD Technology to meet our requirement could materially impair our ability to generate revenue since we do not have any other products. Since the PC8B is LD Technology's product, we cannot have the product made by another supplier. We are dependent upon LD Technology to meet our requirements and to maintain the quality of the equipment it sells to us. If LT Technologies discontinues the PB8B, we will not be able to generate revenue from the product and, if we do not obtain distribution rights for other products, we may not be able to continue in business.

Because our agreement with LD Technology is non-exclusive, LD Technology may sell the same or similar equipment to others.

Since LD Technology has the right to sell to others the same equipment that it sells to us, without our private label indicia, on such terms as it may determine, we may compete both with other distributors of LD Technology diagnostic equipment, which may include advanced version of our equipment, and with distributors of diagnostic equipment manufactured by others.

Our agreement with LD Technology automatically terminates in the event that we fail to meet the purchase order and payment requirements.

LD Technology's agreement to sell us the PC8B on a private label basis is subject to our making minimum purchases on a quarterly basis for based on contract years ending on November 30. The minimum purchases, based on agreed-up pricing, start at $140,000 for the first quarter and $202,500 per quarter for the balance of the first contract year, increasing annually to $375,000 for each quarter in the fourth contract year. We are required to make payment at the time the purchase order is placed. If we fail to meet the purchase and payment requirements for any contract quarter, we have 15 business days from the end of the contract quarter to purchase and pay for the shortfall for such quarter, and, in the event that we fails to pay for such shortfall, the agreement shall automatically terminate without any notice from LD Technology.

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Because we pass on to our customer's LD Technology's product warranty, we are dependent upon LT Technology to service products we sell and to provide warranty service.

We pass to our customers LD Technology's standard product warranty. In the event that the equipment does not function as warranted, the user will be dependent upon LD Technology's ability to address any problems which may arise on a timely basis. Even though our customers acknowledge in their agreement with us that they are relying on the manufacturer's warranty, we cannot assure you that they will not make a claim against us for any malfunction or damages and that we will not be held liable for any damages the customer may incur. Further, the failure of LD Technology to provide warranty service to our customers could impair our ability to sell our product.

We are dependent upon the ability of LD Technology to develop enhancements in the PC8B to meet the real or perceived requirements of physicians and to meet technological development.

The medical equipment field is characterized by the rapid technological changes and the development of new products or enhancements of existing product to take advantage of the latest technological advances as well as changes in the kind of equipment physicians want to purchase. We do not have any research and development capabilities, and we are dependent upon LD Technology to develop enhancements in its products. We can give no assurance that LD Technologies will develop enhancements to the PC8B to enable the product to be competitive, both in terms of price and function. Because LD Technologies offers a range of products, it may orient its research and development activities to products other than the PC8B. Our inability to offer products in the price range and with the functions desired by physicians could impair our ability to generate revenues and operate profitably.

Our manufacturer may not be able to protect its intellectual property.

We are relying LT Technologies to protect its intellectual property relating to the PC8B. We cannot assure you that any equipment we sell, whether manufactured by LT Technology or another manufacturer, will not violate the intellectual property rights of third parties. Any claim of violation of the intellectual property rights of a third party, whether or not there is infringement, could result in litigation against us and could impair our ability to generate revenue or operate profitably. Further, the failure of our manufacturer to obtain rights to intellectual property of third parties, or the potential for intellectual property litigation, could result in our manufacturer's discontinuing to offer the product.

Any recall or threat of recall of products we sell could impair our ability to generate revenues.

Medical equipment may be subject to recall or threat of recall in the event of adverse events which result from or are claimed to result from the use of the equipment. We cannot assure you that any equipment that we market will not be subject to recall. Further, word of mouth complaints about the equipment, whether raised by physicians, posted on our or LD Technology's website and in social media could impair our ability to market our product with the result that our revenues and net income could be impaired.

Our failure to offer customers a financing alternative may impair its ability to sell products.

Although we plan to market the PC8B medical device to physicians under an agreement pursuant to which the physician will pay us a fixed fee per month plus an additional fee per every test performed by the physician, we do not offer any financing arrangements to potential customers looking to purchase our equipment, and we do not have the financial ability to offer financing arrangements. Our failure or inability to offer customers a financing option may

impair our ability to market products.

Changes in insurance company, Medicare and Medicaid practices could impair the market for our products.

The market for medical equipment is strongly affected by the extent that physicians who use the equipment can receive reimbursement for the use of the equipment. Reimbursement policies are subject to change, and any changes in insurance, Medicare or Medicaid policies that make to more difficult for physicians to receive reimbursement for tests performed using our equipment could impair our ability to generate revenue and operate profitably.

Our ability to sell our products can be impaired by any action by the Federal Food and Drug Administration (the "FDA") to modify or revoke the terms of its marketing approval of our products.

Medical equipment is subject to regulations of the Food and Drug Administration, and pre-marketing approval is required before any medical equipment can be marketed. LD Technology has advised us that it has obtained FDA approval to market its equipment, any changes or any revocation of any approval previously give can impair our ability to derive revenue from the product.

We may be responsible for the operation of our products even though we do not manufacture the products.

Even though we does not manufacture its products, we may be held ultimately responsible for any defects in the products we sell. We cannot assure you that customers will not experience operational process failures or other problems, including through intentional acts, that could result in potential product safety, regulatory or environmental risks, and that we will not be held responsible for any resulting loss or damages. We do not have product liability insurance. Although our agreement with LD Technology provides that LD Technology maintain product liability insurance with covereage limited of not less that $1,000,000 which covers the products sold by LD Technology to us, we cannot assure you that LD Technology will maintian such insurance or that any insurance which LD Technology maintains will be sufficient to cover any liability to which we may be subject.

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We are dependent upon our executive officers.

We are dependent upon our executive officers, principally Lawrence Biggs, our chief executive officer, and Justin Anderson, our chief operating officer. Although we have employment agreements with Mr. Biggs and Mr. Anderson, the employment agreement do not guarantee that Mr. Biggs and Mr. Anderson will continue with us. The loss of Mr. Biggs and Mr. Anderson would materially impair our ability to conduct its business. Further, in December 2018 and January 2019, Mr. Biggs was hospitalized and, he was released from the hospital. We cannot assure you that heath issues will not impair Mr. Biggs' ability to serve as our chief executive officer. The ability of Mr. Biggs to serve us on a full-time basis is critical to our ability to develop our business and any loss of his services, even for a short period, could impair our ability to develop our business.

If we are unable to attract, train and retain marketing, technical and financial personnel, our business may be materially and adversely affected.

Our future success depends, to a significant extent, on our ability to attract, train and retain key management, marketing, technical and financial personnel. Recruiting and retaining capable personnel, particularly those with expertise in medical equipment, are vital to our success. There is substantial competition for qualified personnel, and this competition will increase. We cannot assure you we will be able to attract or retain the technical and financial personnel it requires. If we are unable to attract and retain qualified employees, our business may be materially and adversely affected.

Failure to manage our business effectively could cause our business to suffer.

As a start-up company with one product, we will need to manage our business effectively. We will need to hire, train, retain and evaluate qualified personnel, evaluate the market and marketing strategy for our products, evaluate and negotiate agreements for potential products that complement our existing product, review, evaluate and revise, on an ongoing basis our marketing strategy and its implementation, negotiate financing in advance of our immediate cash needs, insure compliance with applicable laws relating to our business, establish and enforce labor practices including non-discrimination and anti-harassment policies, and generally manage our business. Our failure to manage all aspects of our business could impair our reputation and our

ability to hire and retain qualified personnel and to generate profits from our business. We cannot assure you that we will be able to manage our business effectively or that our business will not be impaired by our failure to manage our business.

Risks Affecting our Common Stock

We have has not established internal controls over financial accounting and reporting, and a failure of our control systems to prevent error or fraud may materially harm us.

We have not established any internal controls over financial accounting and reporting, and we may be unable to establish effective internal controls. The failure to establish internal controls would leave us without the ability to reliably assimilate and compile financial information about us and could significantly impair our ability to prevent error and detect fraud, all of which would have a negative impact on us. Moreover, we do not expect that disclosure controls or internal control over financial reporting, even if established, will prevent all error and fraud. Since we few employees with an accounting background and little, if any, segregation of duties, it will be difficult, if not impossible, to establish internal controls over financial reporting. Because of the inherent limitations in all control systems, no evaluation of controls can provide assurance that all control issues and instances of fraud, if any, have been detected. Failure of our control systems to prevent error or fraud could materially adversely impact us. Further, our failure to establish internal controls could result in enforcement action by the SEC.

Because our common stock is a penny stock, you may have difficulty selling the common stock in the secondary trading market.

Our common stock is a penny stock, as defined by the SEC regulations, and therefore is subject to the rules adopted by the SEC regulating broker-dealer practices in connection with transactions in penny stocks. The SEC rules may have the effect of reducing trading activity in our common stock by making it more difficult for investors to purchase and sell their shares. The SEC's rules require a broker or dealer proposing to effect a transaction in a penny stock to deliver the customer a risk disclosure document that provides certain information prescribed by the SEC, including, but not limited to, the nature and level of risks in the penny stock market. The broker or dealer must also disclose the aggregate amount of any compensation received or receivable by him in connection with such transaction prior to consummating the transaction. In addition, the SEC's rules also require a broker or dealer to make a special written determination that the penny stock is a suitable investment for the purchaser and receive the purchaser's written agreement to the transaction before completion of the transaction. The existence of the SEC's rules may result in a lower trading volume of in our common stock and lower trading prices. Further, some broker-dealers will not process transactions in penny stocks and many clearing firms do not clear penny stocks, which could impair your ability to sell shares of our common stock.

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There is presently a thin market for our common stock, which may make it difficult for you to sell your stock.

Our common stock is quoted on the OTC Pink marketplace under the symbol HLTY. The OTC Pink market is not a national securities exchange and does not provide the benefits to stockholders which a national exchange provides. Furthermore, according to the OTC Markets website, the OTC Pink "is for all types of companies that are there by reasons of default, distress or design, which is why they are further segmented based on the level of information that they provide." The trading market for our common stock is very thin, there are days when there is no or minimal trading in our common stock and often the reported trading volume is less than 5,000 shares. Accordingly, even if an active market develops, as to which we can give no assurance, there can be no assurance as to the liquidity of our common stock, the ability of holders of our common stock to sell common stock, or the prices at which holders may be able to sell our common stock. If there is not a significant float, the reported bid and asked prices may have little relationship to the price you would pay if you wanted to buy shares or the price you would receive if you wanted to sell shares. Further, a thinly traded stock can be a target for persons seeking to manipulate the price of the common stock.

The stock price of our common stock has been volatile and your investment in our common stock could suffer a decline in value.

The dollar volume trading in our common stock is low, and we cannot assure you that any significant market will develop. As a result, any reported prices may not reflect the price at which you would be able to sell shares if you want to sell any shares you own or buy shares if you wish to buy shares. Further, stocks with a low trading volume may be more subject to manipulation than a stock that has a significant public float. The price of our stock may fluctuate significantly in response to a number of factors, many of which are beyond its control. These factors include, but are not limited to, the following, in addition to the risks described above and general market and economic conditions:

- the low stock price, which may result in a modest dollar purchase or sale of our common stock having a disproportionately large effect on the stock price;
- the market's perception as to our ability to generate positive cash flow or earnings;
- changes in our or securities analysts' estimate of our financial performance;
- our ability or perceived ability to obtain necessary financing for its operations;

- the perception of the market of our ability to generate revenue and cash flow;
- the anticipated or actual results of our operations;
- changes or anticipated changes on FDA policy or in insurance company, Medicare and Medicaid reimbursement policies;
- changes in market valuations of other companies in whose business is the sale of medical equipment;
- litigation or changes in regulations affecting medical equipment;
- concern about our lack of internal controls;
- any discrepancy between anticipated or projected results and actual results of our operations;
- actions by third parties to either sell or purchase stock in quantities which would have a significant effect on the stock price of our common stock; and
- other factors not within our control.

Raising funds by issuing equity or convertible debt securities could dilute the net tangible book value of the common stock and impose restrictions on our working capital.

If we were to raise additional capital by issuing equity securities, either alone or in connection with a non-equity financing, the net tangible book value of the then outstanding common stock could decline. If the additional equity securities were issued at a per share price less than the market price, which is customary in the private placement of equity securities, the holders of the outstanding shares would suffer a dilution, which could be significant. We may have difficulty in raising funds through the sale of debt securities because of both our financial position, the lack of any collateral on which a lender may place a value, and the absence of any history of revenue or operations. If we are able to raise funds from the sale of debt securities, the lenders may impose restrictions on our operations and may impair our working capital as we service any such debt obligations.

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Our officers, directors and principal stockholders may be able to take any action requiring stockholder approval without the vote of the other stockholders.

Our officers, directors and principal stockholders own 75.1% of our outstanding common stock, which gives them the ability, without the vote of other stockholders, to elect all directors and to take any action requiring stockholder approval.

Lawrence Biggs was the subject of an SEC order in 2001.

On August 1, 2001, the SEC announced the filing of an action in the United States District Court for the Northern District of Texas, seeking an injunction and civil penalties against Larry Biggs, Jr. and other former officers of MAX Internet Communications, Inc., a former Nasdaq-listed company. The complaint alleged that the defendants overstated MAX's sales which resulted in an increase in the stock price of MAX's common stock in violation of Sections 10(b) and 13 of the Securities Exchange Act and rules thereunder. In settling the matter, Mr. Biggs agreed to accept a permanent injunction barring future violations of the anti-fraud, record-keeping and reporting provisions of the federal securities laws. Additionally, Mr. Biggs paid a $40,000 penalty. MAX was not named as a defendant, and the SEC order does not prohibit Mr. Biggs from serving as an officer or director of a public company.

We do not intend to pay any cash dividends in the foreseeable future.

We have not paid any cash dividends on our common stock and do not intend to pay cash dividends on its common stock in the foreseeable future.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 2. PROPERTIES

The Company does not own any real estate properties.

ITEM 3. LEGAL PROCEEDINGS

None

ITEM 4. MINE SAFETY DISCLOSURE

Not Applicable.

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Part II

ITEM 5. MARKET FOR THE REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

The Company's common stock is quoted on the OTC Pink market under the symbol HLTY. Any over-the-counter market quotations reflect inter-dealer

prices, without retail mark-up, mark-down or commission and may not necessarily represent actual transaction.

Stockholders

As of the close of business on April 11, 2019, we had 57 holders of record of our common stock.

Dividends

We did not pay any dividends during 2018 and 2017, and we do not anticipate paying dividends in the foreseeable future.

Securities Authorized For Issuance Under Equity Compensation Plans

In August 2017, our directors and stockholders approved the 2017 Employee/Consultant Common Stock Compensation Plan, pursuant to which we can grant options of issue stock for up to 750,000 shares. As of December 31, 2018, we had granted 150,000 shares and 600,000 shares are available for grant pursuant to options or stock grants.

Repurchase of Securities

We did not repurchase any of shares of our common stock during 2016 and 2017.

Recent Sales of Unregistered Securities

Since January 1, 2018, we issued the following securities in transactions that were exempt from registration under the Securities Act.:

Common Stock

On January 25, 2018, we issued 12,000 shares of common stock, valued at $10,920, based on market price of $0.91 per share, for services provided to us.

On February 23, 2018, we issued 60,000 shares of common stock valued at $60,000, based on market price of $1.00 per share, to an investment banking firm for pursuant to a six-month investment banking agreement.

On May 21, 2018, issued 15,834 shares of common stock, valued at $15,674 based on the market price of the common stock on the date of issuance of $0.99, for leasehold improvements.

On October 3, 2018, we issued 60,000 shares of common stock, valued at $60,000, based on market price of $1.00 per share, for investment banking services provided to us pursuant to an investment banking agreement.

On October 11, 2018, we issued 75,000 shares of common stock, valued at $76,501, based on market price of $1.02 per share, in connection with the repayment of debt and cancellation of warrants.

On November 5, 2018, we issued 5,000,000 shares of common stock, valued at $5,850,000, based on market price of $1.17 per share, to Lawrence Biggs, our chief executive officer, pursuant to his employment agreement.

On November 5, 2018, we issued 250,000 shares of common stock, valued at $292,500, based on market price of $1.17 per share, to Justin Anderson, our chief operating officer pursuant to his employment agreement.

On January 17, 2019, we issued 25,500 shares to Justin Anderson, our chief operating officer, in consideration of Mr. Anderson making a $25,000 loan to us. The shares were valued at $25,000, based on a market price of $1.00 per share.

On January 30, 2019, we issued 50,000 shares of common stock, valued at $48,500, based on the market price of $0.97 per share, to Jacob Anderson pursuant to an employment agreement with Mr. Anderson. Jacob Anderson is the brother of Justin Anderson.

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Other Securities

In March 2018, we issued three convertible promissory notes due September 2018 in the aggregate principal amount of $321,000, of which a promissory note in the principal amount of $80,250 was issued to Doug Samuelson, our chief financial officer. In connection with these convertible notes, we issued two-year warrants to purchase a total of 300,000 shares of common stock at an exercise price of $1.20 per share. Warrants to purchase 75,000 shares of common stock were issued to Mr. Samuelson.

In August and September 2018, we entered into note amendments to cancel the 300,000 warrants through payments totaling $25,000 and 75,000 of the warrants were exchanged from 75,000 shares of common stock, valued at $1.02 per share totaling $76,501.

On November 26, 2018, we issued a non-interest bearing convertible promissory note due November 30, 2019 in the principal amount of $98,400 to Doug Samuelson, our chief financial officer, at an original issuance discount of $16,400, resulting in a purchase price of $82,000.

All of the foregoing issuances were exempt from registration pursuant to Section 4(a)(2) of the Securities Act, as transacations not involving a public offering.

ITEM 6. SELECTED FINANCIAL DATA

Not applicable.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis of financial condition and results of operations should be read in conjunction with our consolidated financial statements and related notes included elsewhere in this report. This discussion contains forward-looking statements that involve risks, uncertainties and assumptions. See "Note Regarding Forward-Looking Statements." Our actual results could differ materially from those anticipated in the forward-looking statements as a result of certain factors discussed in "Risk Factors" and elsewhere in this report.

Overview

Prior to the fourth quarter of 2018, through our subsidiaries, we operated four restaurants that offered healthy food. In the fourth quarter of 2018, we discontinued the restaurant business, although we continue to have obligations under restaurant leases. The restaurant business is treated as a discontinued operation. Our current business is the distribution of a medical screening device, the PC8B, which we purchase from the manufacturer pursuant to a private label contract. The PC8B medical device is a screening tool designed for use by physicians and medical personnel in managing patient's health.

We have a private label agreement with the manufacturer of the PC8B pursuant to which we are required to make certain minimum purchases of equipment in order to maintain the agreement. The minimum purchases, based on agreed-up pricing, start at $140,000 for the first quarter, which is the quarter that ended February 28, 2019, and $202,500 per quarter for the balance of the first contract year, increasing annually to $375,000 for each quarter in the fourth contract year. We are required to make payment at the time the purchase order is placed. If we fail to meet the purchase and payment requirements for any contract quarter, we have 15 business days from the end of the contract quarter to purchase and pay for the shortfall for such quarter, and, in the event that we fail to pay for such shortfall, the agreement shall automatically terminate without any notice. Because of our lack of cash to make our required purchases, during the fourth quarter of 2018 and the first quarter of 2019, we sold equipment at cost to an entity owned by our chief operating officer in order to generate the cash we needed to purchase the equipment for inventory.

Our business plan contemplates our placing the equipment in a physician's officer, with the physician paying us a fixed monthly fee plus an additional fee per every test performed by the physician. To date, we have not generated any revenue from this marketing plan. We also offer to sell the equipment to the physicians. Because we are a one product company, we are dependent upon our ability to market the PC8B.
If we are unable to market this equipment we may not be able to continue in business. We cannot assure you that we will be successful in either placing the equipment with physicians or selling the equipment to the physicians or otherwise generating revenue and gross profit from this product.

Results of Operations

Year ended December 31, 2018 and 2017

The following table summarizes our results of operations for the year ended December 31, 2108, and December 31, 2017:

Statement of Operations Data:	Year Ended December 31, 2018	2017	Changes
Revenue	$ 70,000	$ -	$ 70,000
Cost of Goods Sold	70,000	-	(70,000)
Gross Profit	$ -	$ -	$ -
Operating Expenses	6,430,794	175,053	(6,255,741)
Loss From Operations	$ (6,430,794)	$ (175,053)	$ (6,255,741)
Other Expenses	(348,575)	(269,511)	(79,064)
Net Loss From Continued Operations	$ (6,779,369)	$ (444,564)	$ (6,334,805)
Net Loss From Discontinued Operations	(1,147,147)	(1,055,511)	91,636
Net Loss	$ (7,926,516)	$ (1,500,075)	$ 6,426,441

For the year ended December 31, 2018, we incurred net loss from continued operations of $6,779,369 and incurred net loss from discontinued operations of $1,147,147 for total net loss of $7,926,516, as compared to net loss from continued operations of $444,564 and net loss from discontinued operations of $1,055,511 for total net loss of $1,500,075 during the year ended December 31, 2017.

For the year ended December 31, 2018, we recognized revenue of $70,000 from the sale of five PC8B units at cost to a company controlled by our chief operating officer. Operating expenses were $6,430,794 for the year ended December 31, 2018, compared to $175,053 for the year ended December 31, 2017. The increase in operations expenses was mainly due to stock based compensation of $6,142,500 incurred during the year ended December 31, 2018 for common stock issued to our newly-appointed executive chief officer ($5,850,000) and chief operating officer ($292,500) pursuant to their employment agreements. Professional fees were $278,299 for the year ended December 31, 2018, which increased by $103,246 from $175,053 for the year ended December 31, 2017. During the year ended December 31, 2018, we sustained a net loss from discontinued operations of $1,147,147 as compared with a loss from discontinued operations for the year ended December 31, 2017 of $1,055,511.

Liquidity and Capital Resources

The following table present selected information as to our cash and working capital for the year ended December 31, 2018 and 2017:

Capital Data:	December 31, 2018	December 31, 2017	Changes
Cash and Cash Equivalents	$ 4,532	$ 87,102	$ (82,570)
Current Assets	$ 77,081	$ 159,175	$ (82,094)
Current Liabilities	$ 1,172,813	$ 435,942	$ 736,871
Working Capital (Deficiency)	$ (1,095,732)	$ (276,767)	$ (818,965)

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The increase in our working capital deficiency primarily resulted from an increase in current liabilities mainly due to increase in short-term convertible notes payable and short-term advances from stockholders.

The following table summarized our cash flow for the years ended December 31, 2018 and 2017.

Cash Flow Data:	Year Ended December 31, 2018	2017	Changes
Cash Flows used in Operating Activities	$ (503,386)	$ (1,047,308)	$ 543,922
Cash Flows used in Investing Activities	(3,042)	-	(3,042)
Cash Flows provided by Financing Activities	423,858	942,750	(518,892)
Net decrease in Cash During Period	$ (82,570)	$ (104,558)	$ 21,988

For the year ended December 31, 2018, net cash used in operating activities was $503,386, principally reflecting our net loss from continued operations of $6,779,369 and net loss from discontinued operations of $1,147,147, reduced by stock-based compensation of $6,142,500, stock issued for services of $267,420, depreciation and amortization of $216,095, amortization on note discount of $201,137, loss on extinguishment of debt of $140,500, a decrease in prepaid expenses of $72,073, goodwill impairment of $37,894, an increase in accounts payable and accrued liabilities of $78,752, an increase in deposits of 8,471, a decrease in changes in net assets from discontinued operations of $11,666 and was increased by an increase in other receivable of $4,378, an increase in inventory of $28,000 and a decrease in sales tax payable of $793.

For the year ended December 31, 2017, net cash used in operating activities was $1,047,308, principally reflecting our net loss from continued operations of $444,564 and net loss from discontinued operations of $1,055,511, offset by loss on debt settlement of $266,250, stock based compensation of $366,360, a decrease in refundable sales taxes of $731, a decrease in prepaid expenses of $2,612, an increase in accounts payable and accrued liabilities of $36,363 and an increase in sales tax payable of $5,639 and was increased by bank overdraft of $407 and an increase in change in net assets from discontinued operations of $224,781.

Net cash used in investing activities was $3,042 for the year ended December 31, 2018 from the purchase of leasehold improvement. There were no investing activities during the year ended December 31, 2017.

Net cash provided by financing activities was $423,858 for the year ended December 31, 2018 mainly attributed to cash proceeds from issuance of convertible notes for $505,000 and net advances from stockholders of $195,703, offset by payments of convertible notes of $205,000 and repayment of bank loans at $71,845.

Net cash provided by financing activities was $942,750 for the year ended December 31, 2017 mainly attributed to cash proceeds from issuance of common shares for $1,000,000. The Company also has received $65,886 advances from its shareholder and $65,000 advances from another related party. The Company has made $180,500 notes payable repayment and $7,636 bank loan repayment.

We require significant financing for our operations, including the purchase of inventory of PC8B from our manufacturer. In order to meet our initial purchase requirements we sold five units at cost to a company controlled by our chief operating officer during the fourth quarter of 2018 and an additional five units during the first quarter of 2019. Unless we are obtain to find a funding source, it will be difficult for us to operate profitably. We are engaged in negotiations with respect to a bank line of credit in order to provide us with funding for working capital, including the purchase of inventory, but we cannot assure you that we will be able to negotiate a financing on reasonable, if any, terms.

Off-Balance Sheet Arrangements

We do not have any off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources that is material to investors.

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Critical Accounting Policies

Going concern

Our consolidated financial statements have been prepared on a going concern basis, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business. We have generated significant revenues since inception. As at December 31, 2018, we have an accumulated loss from continued operations of $7,396,651 and an accumulated loss from discontinued operations of $2,450,462, and we sustained a loss form continued operations of $6,779,369 and a loss from discontinued operations of $1,147,147 in year 2018. These factors among others raise substantial doubt about our ability to continue as a going concern for a reasonable period of time. The accompanying consolidated financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Our continuing operations are dependent upon our ability to raise adequate financing and to commence profitable operations in the future and pay our liabilities arising from normal business operations as they become due and we require significant additional funding for our operations and our growth. Our ability to raise financing may be impaired by the terms of our outstanding convertible notes and warrants, and we cannot assure you that we can or will be able to raise funds on favorable, if any terms. Any financing involving equity or convertible securities could result in significant dilution to our stockholders and could result in a significant reset in the exercise price of outstanding warrants and the conversion price of our outstanding convertible debt and could significantly impair the price of our common stock.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Revenue Recognition

We recognize revenue in accordance with ASC 606,"*Revenue Recognition*" following the five steps procedure:

Step 1: Identify the contract(s) with customers
Step 2: Identify the performance obligations in the contract
Step 3: Determine the transaction price
Step 4: Allocate the transaction price to performance obligations
Step 5: Recognize revenue when the entity satisfies a performance obligation

We recognize revenue when we satisfy our obligation by transferring control of the goods to the customer. A performance obligation is satisfied over time if one of the following criteria are met:

a. the customer simultaneously receives and consumes the benefits as the entity performs;
b. the entity's performance creates or enhances an asset that the customer controls as the asset is created or enhanced; or
c. the entity's performance does not create an asset with an alternative use to the entity, and the entity has an enforceable right to payment for performance completed to date.

We adopted Topic 606 as of January 1, 2018 using the modified retrospective approach applied to all contracts that were not completed at adoption based on the contract terms in existence at adoption. No adjustment was required to beginning retained earnings as a result of this adoption and none of the enhanced revenue-related disclosures were required.

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Stock-Based Compensation

ASC 718, *"Compensation - Stock Compensation,"* prescribes accounting and reporting standards for all share-based payment transactions in which employee services are acquired. Transactions include incurring liabilities, or issuing or offering to issue shares, options and other equity instruments such as employee stock ownership plans and stock appreciation rights. Share-based payments to employees, including grants of employee stock options, are recognized as compensation expense in the financial statements based on their fair values. That expense is recognized over the period during which an employee is required to provide services in exchange for the award, known as the requisite service period (usually the vesting period).

We account for stock-based compensation issued to non-employees and consultants in accordance with the provisions of ASC 505-50, *"Equity - Based Payments to Non-Employees."* Measurement of share-based payment transactions with non-employees is based on the fair value of whichever is more reliably measurable: (a) the goods or services received; or (b) the equity instruments issued. The fair value of the share-based payment transaction is determined at the earlier of performance commitment date or performance completion date. Effective January 1, 2019, the Company is accounting for stock-based compensation to non-employees pursuant to Topic 718, with the result that stock-based compensation is treated the same for employees and non-employees.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURE ABOUT MARKET RISK

Not applicable.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

The financial statements start on Page F-1

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, we conducted an evaluation of our disclosure controls and procedures as of December 31, 2018, as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act. Based on this evaluation, our principal executive officer and principal financial officer have concluded that as of December 31, 2018, the Company's disclosure controls and procedures were not effective due to the material weakness in our internal controls identified below.

Disclosure controls and procedures are designed to provide that information required to be disclosed by us in reports that we file or submit under the Exchange Act is accumulated, recorded, processed, summarized, communicated to our management, including our principal executive officer and principal financial officer and reported within the time periods specified in Securities and Exchange Commission rules and forms.

Management's Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Exchange Act Rules 13a-15(f) and 15d-15(f). Internal controls refer to the process designed by, or under the supervision of, our principal executive and principal financial officers, and effected by the board of directors, management and other personnel, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with US GAAP and includes those policies and procedures that:

1. Pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of our assets;

2. Provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with US GAAP, and that our receipts and expenditures are being made only in accordance with authorization of our management and directors; and

3. Provide reasonable assurance regarding prevention or timely detection of unauthorized acquisitions, use or disposition of our assets that could have a material effect on the financial statements.

Under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, we conducted an evaluation of the effectiveness of our internal controls of financial reporting based on the framework in Internal Control - Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on our evaluation, and due to the material weakness described below, management concluded that our internal controls were not effective as of December 31, 2018.

Our management identified the following material weakness: our inability to record transactions and provide disclosures in accordance with US GAAP. We do not have sufficient personnel in our accounting department is inexperienced in GAAP, and we rely on outside consultants to perform our accounting functions. We also do not have any independent directors to serve on an audit committee. Because of our lack of resources we do not have the personnel or systems necessary for effective internal controls and we do not believe that we will be able to implement effective internal controls until and unless we have developed our business so that it generates sufficient working capital to enable us to do so.

All internal control systems, no matter how well designed, have inherent limitations. Therefore, even those systems determined to be effective can provide only reasonable assurance with respect to financial statement preparation and presentation. Because of its inherent limitations, internal controls may not prevent or detect misstatements. Projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions or that the degree of compliance with the policies or procedures may deteriorate.

Attestation Report of the Independent Registered Public Accounting Firm

This annual report on Form 10-K does not include an attestation report of our registered public accounting firm. Our management's report was not subject to attestation by our registered public accounting firm pursuant to the rules of the Securities and Exchange Commission that permit us to provide only our management's report in this annual report.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting that occurred during our fourth fiscal quarter that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

ITEM 9B. OTHER INFORMATION

None.

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PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

The following table sets forth the name, age and position of each of our current executive officers and directors.

Name	Age	Position
Lawrence Biggs	59	Chief executive officer, president, chairman of the board and director
Justin Anderson	43	Chief operating officer and director
Douglas W. Samuelson	58	Chief financial officer

There are no family relationships between or among any of our executive officers or directors.

Lawrence Biggs has been chief executive officer and a director since October 2018. He was chief executive officer and a stockholder of Unisource Health, Inc., a company that marketed diagnostic equipment, from August 2017 until September 2018. From September 2013 to September 2015, Mr. Biggs was chief executive officer and a stockholder of Rawkin Juice, Inc. We acquired the assets of Rawkin Bliss LLC dba Rawkin Juice in April 2017 pursuant to an asset purchase agreement dated December 14, 2016, for the assumption of liabilities in the amount of approximately $300,000. Since October 2015, Mr. Biggs was owner and chief executive officer of Cardio Supply LLC, which sold medical devices through trade shows. Since April 2019, Mr. Biggs has been owner and chief executive officer of Nexus Ventures, which provides business and consulting services. We believe that Mr. Biggs experience in the marketing and sale of medical devices will be important to the ability of the Company to develop its proposed business.

Justin Anderson has been a director and chief operating officer since October 2018. He has been the chief executive officer and an owner of CPD Integrated Healthcare (formerly Center for Psychological Development, Inc.), which provides outpatient counseling and substance abuse treatment, psychological and neuropsychological testing, and psychiatric medication management in two states through six locations and 54 providers, since 2005, Serenity Counseling, Inc., which provides outpatient counseling and substance abuse treatment, psychological and neuropsychological testing, and psychiatric medication management, since 2010, Brothers Rods & Customs, LLC, which specializes in custom paint and body work for show vehicles and custom specialty vehicles, since 2013, and JAS Consulting, Inc., which provides full practice management, billing and coding services, and provider contracting to physicians and physician owned medical practices, since 2013. Mr. Anderson received his BA in business management from Oklahoma State University. The Company believes that Mr. Anderson’s experience in the medical field will be important to the ability of the Company to develop its proposed business. Mr. Anderson works for us on a part-time basis.

Douglas W. Samuelson has served as our Chief Financial Officer since September 1, 2015. He is a finance professional with progressive experience within public and private sectors with significant experience in Securities and Exchange Commission reporting and regulations, internal audit and Sarbanes-Oxley compliance, and business operations, systems, controls and processes for a wide variety of industries. From 2014 until 2015, Mr. Samuelson performed CFO contract services for a small public company, handling all SEC reporting and financial reporting responsibilities, performing consulting services to several public companies, primarily relating to Sarbanes-Oxley compliance, and assisting them with SEC financial reporting and GAAP technical consulting. From 2012 to 2014, Mr. Samuelson served as Chief Financial Officer to Medacata USA, Inc., an orthopedic distributor of hip, knee and spine implants and surgical instruments with $50 million in revenues. From 2011 to 2012, he performed consulting services to several public companies, primarily relating to Sarbanes-Oxley compliance, also assisted them with SEC financial reporting and GAAP technical consulting. From 2010-2011, Mr. Samuelson served as Director of Accounting and Financial Reporting for Response Genetics, Inc., a publicly traded company located in Loa Angeles, California . From 2005 to 2010, Mr. Samuelson was Director of Auditing Services for the CPA firm of J.H. Cohn, LLP located in Woodland Hills, California.

Each director serves for a one-year term after which they may stand for re-election at the Company’s annual meeting of stockholders. Each of our directors serves until his resignation or removal. Our officers serve at the pleasure of our board of directors.

Involvement in Certain Legal Proceedings

There are no legal proceedings that have occurred within the past ten years concerning our directors, or control persons which involved a criminal conviction, a criminal proceeding, an administrative or civil proceeding limiting one's participation in the securities or banking industries, or a finding of

securities or commodities law violations.

On August 1, 2001, the SEC announced the filing of an action in the United States District Court for the Northern District of Texas, seeking an injunction and civil penalties against Lawrence Biggs, Jr. and other former officers of MAX Internet Communications, Inc., a former Nasdaq-listed company. The complaint alleged that the defendants overstated MAX's sales which resulted in an increase in the stock price of MAX's common stock in violation of Sections 10(b) and 13 of the Securities Exchange Act and rules thereunder. In settling the matter, Mr. Biggs agreed to accept a permanent injunction barring future violations of the anti-fraud, record-keeping and reporting provisions of the federal securities laws. Additionally, Mr. Biggs paid a $40,000 penalty. MAX was not named as a defendant, and the SEC order does not prohibit Mr. Biggs from serving as an officer or director of a public company.

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Board's Role in Risk Oversight

The board of directors has responsibility for risk oversight, with reviews of certain areas being conducted by the relevant committees. These committees then provide reports to the full board. The oversight responsibility of the board and its committees is enabled by management reporting processes that are designed to provide visibility to the board about the identification, assessment, and management of critical risks. These areas of focus include strategic, operational, financial and reporting, succession and compensation, compliance, and other risks. The board and its committees oversee risks associated with their respective areas of responsibility, as summarized below.

Board Committees

The board does not have any committees.

Section 16(a) Beneficial Ownership Reporting Compliance

Section 16(a) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), requires the executive officers and directors of the Company and every person who is directly or indirectly the beneficial owner of more than 10% of any class of security of the Company to file reports of ownership and changes in ownership with the SEC. Mr. Biggs and Mr. Anderson were late in filing their Forms 3 and 4.

Code of Ethics

We have not adopted a code of ethics.

ITEM 11. EXECUTIVE COMPENSATION

The following table sets forth the cash and other compensation paid by us in 2017 and 2016 to our chief executive officer and one other officer who received total compensation greater than $100,000 in 2016.

SUMMARY COMPENSATION TABLE

Name and Principal Position	Year	Salary	Bonus	Stock Awards	Option Awards	Total
Lawrence Biggs[1], CEO	2018	$ -	$ -	$ 5,850,000	$ -	$ 5,850,000
Justin Anderson[2], COO	2018	-	-	292,500	-	292,500
Natalia Lopera[3], CEO	2018	-	-	-	-	-
	2017	-	-	-	-	-

1 Mr. Biggs was appointed chief executive officer on October 15, 2018. The stock awards represents the value of the 5,000,000 shares of common stock issued to Mr. Biggs pursuant to his employment agreement. Compensation to Mr. Biggs does not include $113,750, representing the value of 125,000 shares issued to Mr. Biggs for consulting services prior to his appointment as an officer and director.

2 Mr. Anderson was appointed chief operating officer on October 15, 2018. The stock awards represents the value of the 250,000 shares of common stock issued to Mr. Anderson pursuant to his employment agreement.

3 Ms. Lopera resigned on October 15, 2018'

Employment Agreements

Pursuant to an employment agreement dated October 31, 2018 with Lawrence Biggs, we agreed to employ Mr. Biggs as our chief executive officer for a term ending on December 31, 2021, which continues thereafter on a year-to-year basis unless terminated by Mr. Biggs or us on not less than 30 days' prior written notice. As compensation for his services, on November 5, 2018, we issued to Mr. Biggs 5,000,000 shares of common stock, valued at $1.17 per share, which was the closing price for the common stock on November 5, 2018, for a total of $5,850,000, and we agreed to pay Mr. Biggs an annual salary of $300,000, which will commence at such time as we have raised $2,000,000 from the private placement of our equity securities, at which time we believe we will have the funds to enable us to pay his salary.

Pursuant to an employment agreement dated October 31, 2018 with Justin Anderson, we agreed to employ Mr. Anderson as chief operating officer for a term ending on October 31, 2021, which continues thereafter on a year-to-year basis unless terminated by Mr. Anderson or us on not less than 30 days' prior written notice. Mr. Anderson in engaged in other business activities which do not conflict with his duties to us. Mr. Anderson is to devote such time and attention to our business as he, with the concurrence of the board of directors or the chief executive officer, shall reasonably deem necessary to enable him to fulfill his duties to us, and the concurrence of the board of directors or chief executive officer shall not be unreasonably withheld. As compensation for his services, we are to issue to Mr. Anderson 250,000 shares per year. On November 5, 2018, we issued to Mr. Anderson the initial 250,000 shares, which are valued at $1.17 per share for a total of $292,500. We are to issue 250,000 shares to Mr. Anderson on each of October 31, 2019 and October 31, 2020.

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Outstanding Equity Awards at Year-End

There were no outstanding unexercised options, unvested stock or other equity incentive plan awards held by the named executive officer as of December 31, 2018.

Pension Benefits

We do not have any pension benefit plans.

Nonqualified Deferred Compensation

We do not maintain any non-qualified defined contribution or deferred compensation plans.

Stock Compensation Plan

In August 2017, our directors and stockholders approved the 2017 Employee/Consultant Common Stock Compensation Plan, pursuant to which we can grant options of issue stock for up to 750,000 shares. As of December 31, 2018, we had granted 150,000 shares and 600,000 shares are available for grant pursuant to options or stock grants. The shares that were granted include 125,000 shares that were granted to Lawrence Biggs in January 2018. These shares were issued in January 2018 pursuant to a consulting agreement with Mr. Biggs. Mr. Biggs was not an officer or director on the date of grant.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The following table provides information as to shares of common stock beneficially owned based on 14,205,417 shares of common stock issued and outstanding as of April 11, 2019, by:

- Each director;
- Each current officer named in the summary compensation table
- Each person owning of record or known by us, based on information provided to us by the persons named below, at least 5% of our common stock; and
- All officers and directors as a group.

For purposes of the following table, "beneficial ownership" means the sole or shared power to vote, or to direct the voting of, a security, or sole or shared investment power with respect to a security, or any combination thereof, and the right to acquire such power (for example, through the exercise of warrants granted by us) within 60 days of April 16, 2019.

Name of Beneficial Owner	Amount of Beneficial Ownership	Percentage of Beneficial Ownership
Natalia A. Lopera	5,500,000	38.7%
Lawrence Biggs	5,000,000	35.2%
Justin Anderson	275,000	1.9%
All directors and executive officers as a group (two persons)	5,275,000	37.1%

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

Transactions with Related Parties

Natalia Lopera, our former chief executive officer, who is a principal stockholder, periodically made interest-free advances to us for working capital, and we made periodic repayments to her. Amounts due to our former chief executive officer on account of these advances were $387,841 at December 31, 2018. The advances are payable on demand. During the year ended December 31, 2018, the Company's former chief executive officer advanced $257,374 to the Company, and the Company repaid $127,672 to the former chief executive officer.

At December 31, 2017, we had notes payable to Doug Samuelson, our chief financial officer, for money advanced to us or pain on our behalf. During 2018,our chief financial officer advanced $90,000 cash to us for working capital and made payment of $42,000to a vendor to acquire inventory in on our behalf. During 2018, we repaid $24,000 to the Mr. Samuelson. The remaining balance of $160,000 was converted to two convertible notes payable during the year ended December 31, 2018.

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On March 20, 2018, we issued a convertible note to Mr. Samuelson in the principal amount of $80,250 with $5,250 original issuance discount and two year-warrants to purchase 75,000 shares of common stock at $1.20 per share. The note and warrant were issued in satisfaction of the Company's obligations to the chief financial officer in the principal amount of $75,000 for advances made by the chief financial officer to or for the benefit of the Company. The convertible note bears interest at a rate of 2% per annum, and was payable on September 20, 2018. The note is convertible into common

stock at a variable conversion rate commencing 180 days after issuance. In connection with the issuance of the convertible note to the chief financial officer, the Company issued to the chief financial officer two-year warrants to purchase 75,000 shares of common stock at an exercise price of $1.20 per share. The terms of the note and warrant are the terms that we issued notes in the aggregate principal amount of $321,000 in March 2018. See Note 9 of Notes to Consolidated Financial Statements.

On September 30, 2018, the Company entered into an agreement with Mr. Samuelson pursuant to which we agreed to pay $90,000 to settle the note on or prior to December 31, 2018, and we would purchase the warrants for $12,500 no later than December 31, 2018, unless Mr. Samuelson agreed to accept 37,500 shares of common stock in exchange for the warrant. Pursuant to the agreement, Mr. Samuelson agreed not to covert the note or exercise the warrant prior to December 31, 2018. As of December 31, 2018, the amount due to Mr. Samuelson in respect of the promissory note and warrants was $102,500, which could be satisfied by a payment of $90,000 and the issuance of 37,500 shares of common stock. Outstanding balance on the note totaled $100,421 at December 31, 2018 (including principal of $102,500 and unamortized debt discount of $2,079). On March 15, 2019, we entered into an extension agreement with Mr. Samuelson extending the December 31, 2018 date to May 31, 2019.

On November 26, 2018, we issued to Mr. Samuelson a non-interest bearing convertible note due November 30, 2019 in the principal amount of $98,400, reflecting an original issuance discount of $16,400 and a purchase price of $82,000. The note was issued in respect to advances made to us and on our behalf in the aggregate amount of $85,000. The convertible note is payable on November 30, 2019. The principal amount of the note is convertible at the option of the holder into such securities as are issued in the next financing, except that the amount of the principal of the note represented by the original issuance discount ($16,400) is automatically converted into securities issued in the next financing. Outstanding balance on the note totaled $88,350 at December 31, 2018 (including principal of $98,400 and unamortized debt discount of $10,050).

On January 2, 2019, we entered into an agreement with JAS Consulting, which is owned by Justin Anderson, our chief operating officer, pursuant to which JAS Consulting performs the administrative services relating to agreements that we may have with physicians whereby we are to process insurance filings on behalf of physicians who are using our equipment, for which we pay JAS Consulting a fee of $10 or $20 per test, depending on the test.

On January 17, 2019, we borrowed $25,000 from JAS Consulting on a non-interest bearing basis. The note is payable from the proceeds of any financing we may complete. As consideration for the loan, we issued 25,000 shares of common stock to Justin Anderson.

JAS also provides us with office space in its offices in Denison, Texas for no charge.

In January 2018, we issued 125,000 shares of common stock to Lawrence Biggs for consulting services relating to our prior business. At the time of the issuance, Mr. Biggs was not an officer, director or affiliate of us.

Our revenue for 2018 represented revenue generated from the sale of five of our PC8B units to JAS Consulting at cost. We sold additional units to JAS Consulting at cost during the first quarter of 2019.

On January 2, 2019, the Company entered into an employment agreement with its newly-appointed director of sales, who is the brother of the Company's chief operating officer, for a term expiring on December 31, 2019 and continuing on a quarter-to-quarter basis thereafter unless terminated by either party. The agreement provides for an annual salary of $60,000 plus a commission on sales. The director of sales' salary is deferred until the earlier of the completion by the Company of one or more private financings that raise at least $1,000,000 or four months from the date of the agreement, at which time the Company will pay the director of sales on a current basis. The Company's is to pay the amount of salary deferred when it has raised $3,000,000 from one or more private financings. On January 30, 2019, the Company issued 50,000 shares of common stock, valued at $48,500, to the director of sales in consideration of his agreement to the salary deferral provisions of his employment agreement. The stock was valued at the market price of $0.97 per share.

Director Independence

None of our directors is independent.

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ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

Pinnacle Accountancy Group of Utah served as our registered independent public accountants for the fiscal year ended December 31, 2018 and 2017. The following table sets forth the fees billed by our independent accountants, Pinnacle Accounting Group of Utah for the years ended December 31, 2018 and 2017.

	Year Ended December 31,	
	2018	**2017**
Audit fees	$ 30,000	$ 27,000
Audit – related fees	--	--
Tax fees	--	--
All other fees	--	--

Audit fees consist of fees related to professional services rendered in connection with the audit of our annual financial statements.

All other fees relate to professional services rendered in connection our registration statement.

Our policy is to pre-approve all audit and permissible non-audit services performed by the independent accountants. These services may include audit services, audit-related services, tax services and other services. Under our audit committee's policy, pre-approval is generally provided for particular services or categories of services, including planned services, project based services and routine consultations. In addition, the audit committee may also pre-approve particular services on a case-by-case basis. Our board approved all services that our independent accountants provided to us in the past two fiscal years.

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PART IV

ITEM 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES

(a) The exhibits listed on the Exhibit Index are filed as part of this Annual Report.

EXHIBIT INDEX

Exhibit No	Document Description
3.1	Amended and Restated Articles of Incorporation[1]
3.2	By laws[2]
10.1	Employment agreement dated October 31, 2018 between the Company and Lawrence Biggs[3]
10.2	Employment agreement dated October 31, 2018 between the Company and Justin E. Anderson[3]
10.3	Supply and Private Label Agreement dated November 12, 2018 between the Company and LD Technology LLC[4]
10.4	2017 Employees/Consultants Stock Compensation Plan*
10.5	Service agreement dated January 2, 2019 between JAS Consulting, Inc. and the Company.*
10.6	Promissory note dated January 17, 2019 payable to JAS Consulting, Inc.*
10.7	Note purchase agreement dated November 26, 2018 between the Company and Doug Samuelson.*
10.8	Form of securities purchase agreement dated March , 2018[5]
10.9	Form of senior convertible callable promissory note dated March , 2018[5]
10.10	Form of warrant issued in March 2018[5]
10.11	Form of extension agreement dated March 15, 2019, between the Company and the holders of outstanding senior convertible promissory notes in the aggregate principal amount of $160,500.*
23.1	Consent of Pinnacle Accountancy Group of Utah*
31.1	Certification of Principal Executive Officer pursuant to Rule 13A-14(A)/15D-14(A) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002*
31.2	Certification of the Principal Accounting and Financial Officer pursuant to Rule 13A-14(A)/15D-14(A) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002*
32.1	Certification of Principal Executive Officer Pursuant to 18 U.S.C. 1350 (Section 906 of the Sarbanes-Oxley Act of 2002)*
101.INS	XBRL Instance Document *
101.SCH	XBRL Taxonomy Extension Schema Document. *
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document *
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document *
101.LAB	XBRL Taxonomy Extension Labels Linkbase Document *
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document *

1 Filed as an exhibit to the Company's report on Form 8-K, which was filed on January 8, 2019, and incorporated herein by reference.
2 Filed as an exhibit to the Company's registration statement on Form S-1, which was filed on November 21, 2016, and incorporated herein by reference
3 Filed as an exhibit to the Company's report on Form 8-K which was filed on November 7, 2018 and incorporated hereby by reference..
4 Confidential information in this agreement has been omitted
5 Filed as an exhibit to the Company's report on Form 8-K, which was filed on March 13, 2018 and incorporated herein by reference.
* Filed herewith

Item 16. Form 10-K Summary

Not applicable.

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SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities and Exchange Act of 1934, the Company has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized, on this 16th day of April, 2019.

PRECHECK HEALTH SERVICES, INC.

/s/ Lawrence Biggs
Lawrence Biggs
Chief Executive Officer
(Principal Executive Officer)

Pursuant to the requirements of the Securities Exchange Act of 1934, this amended report has been signed below by the following persons on behalf of the Company and in the capacities indicated below and on the dates indicated.

Signatures	Title	Date
/s/ Lawrence Biggs Lawrence Biggs	Chief Executive Officer	April 16, 2019
/s/ Douglas W. Samuelson Douglas W. Samuelson	Chief Financial Officer (Principal Accounting and Financial Officer)	April 16, 2019
/s/ Justin Anderson Justin Anderson	Director	April 16, 2019

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PRECHECK HEALTH SERVICES, INC. AND SUBSIDIARIES
INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Shareholders of Precheck Health Services, Inc. (formerly Nature's Best Brands, Inc.):

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of Precheck Health Services, Inc. (formerly Nature's Best Brands, Inc.), (the "Company") as of December 31, 2018 and 2017, the related consolidated statements of operations, stockholders' equity (deficit), and cash flows for the years then ended, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2018 and 2017, and the result of its operations and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

Explanatory Paragraph Regarding Going Concern

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 3 to the financial statements, the Company has incurred losses since inception, has accumulated a significant deficit, and has not yet generated net income. These factors raise substantial doubt about its ability to continue as a going concern. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) ("PCAOB") and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits, we are required to obtain an understanding of internal control over financial reporting, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ Pinnacle Accountancy Group of Utah

We have served as the Company's auditor since 2018.

Farmington, Utah
April 16, 2019

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PRECHECK HEALTH SERVICES, INC.
Consolidated Balance Sheets

	December 31, 2018	December 31, 2017
Assets		
Current Assets		
Cash and cash equivalents	$ 4,532	$ 87,102
Other receivable	2,549	-
Prepaids	-	72,073
Inventories	70,000	-
Total Current Assets	77,081	159,175
Net assets held for sale from discontinued operations	177,828	690,231
Total Assets	$ 254,909	$ 849,406
Liabilities and Stockholders' Equity (Deficit)		
Current Liabilities		
Bank Loan, current portion	$ -	$ 9,156
Accounts payable and accrued liabilities	189,760	111,008
Sales tax payable	4,846	5,639
Deposit	8,471	-
Convertible notes payable, net of unamortized debt discount of $45,376 and $0, respectively	393,124	-
Convertible notes payable - related party, net of unamortized debt discount of $12,129 and $0, respectively	188,771	-
Due to related parties	387,841	310,139
Total Current Liabilities	1,172,813	435,942
Bank Loan, less current portion	-	62,689
Total Liabilities	1,172,813	498,631
Stockholders' Equity (Deficit)		
Preferred stock, $0.0001 par value, 10,000,000 shares authorized, no shares issued or outstanding	-	-
Common stock, $0.0001 par value, 100,000,000 shares authorized; 14,130,417 and 8,507,583 shares issued and outstanding, at December 31, 2018 and 2017, respectively	1,414	851
Additional paid-in capital	8,927,795	2,270,521
Accumulated Deficit from Discontinued Operations	(2,450,462)	(1,303,315)
Accumulated Deficit	(7,396,651)	(617,282)
Total Stockholders' Equity (Deficit)	(917,904)	350,775
Total Liabilities and Stockholders' Equity (Deficit)	$ 254,909	$ 849,406

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

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PRECHECK HEALTH SERVICES, INC.
Consolidated Statements of Operations

	Year Ended December 31,	
	2018	**2017**
Revenues – related party	$ 70,000	$ -
Cost of Goods Sold	70,000	-
Gross Profit	-	-
Operating Expenses		
General and administrative	9,995	-
Professional fees	278,299	175,053
Stock based compensation	6,142,500	-
Total Operating Expenses	6,430,794	175,053
Loss from Operations	(6,430,794)	(175,053)
Other Income (Expenses)		
Interest Income	227	633
Interest Expense	(208,302)	(3,894)
Loss on extinguishment of debt	(140,500)	-
Loss on debt settlement	-	(266,250)
Total Other Income (Expenses)	(348,575)	(269,511)
Loss Before Income Taxes	(6,779,369)	(444,564)
Provision for income taxes	-	-
Net loss from Continued Operations	$ (6,779,369)	$ (444,564)
Net loss from Discontinued Operations	(1,147,147)	(1,055,511)
Net loss	$ (7,926,516)	$ (1,500,075)
Loss from Continued Operations per share: Basic and Diluted	$ (0.71)	$ (0.06)
Loss from Discontinued Operations per share: Basic and Diluted	$ (0.12)	$ (0.13)
Net loss per share: Basic and Diluted	$ (0.83)	$ (0.19)
Basic and Diluted Weighted Average Shares of Common Stock Outstanding	9,571,486	7,841,860

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

PRECHECK HEALTH SERVICES, INC.
Consolidated Statements of Stockholders' Equity (Deficit)

	Common Stock		Additional Paid-in Capital	Accumulated Deficit	Accumulated Deficit from Discontinued Operations	Total Stockholders' Equity (Deficit)
	Number of Shares	Amount				
Balance - December 31, 2016	**6,585,333**	**$ 658**	**$ 486,664**	**$ (172,718)**	**$ (247,804)**	**$ 66,800**
Common stock issued for cash	1,250,000	125	999,875	-	-	1,000,000
Common stock issued for trademark	18,000	2	18,938	-	-	18,940
Common stock issued for services	233,000	23	251,337	-	-	251,360
Common stock issued for loan repayment	306,250	31	398,719	-	-	398,750
Common stock issued for employee compensation	115,000	12	114,988	-	-	115,000
Net loss from discontinued operations	-	-	-	-	(1,055,511)	(1,055,511)
Net loss	-	-	-	(444,564)	-	(444,564)
Balance - December 31, 2017	**8,507,583**	**$ 851**	**$ 2,270,521**	**$ (617,282)**	**$ (1,303,315)**	**350,775**
Common stock issued for services	282,000	28	267,392	-	-	267,420
Common stock issued for leasehold improvement	15,834	2	15,672	-	-	15,674
Common stock issued for loan repayment	75,000	8	76,493	-	-	76,501
Common stock issued for employee compensation	5,250,000	525	6,141,975	-	-	6,142,500
Warrants issued in conjunction with convertible notes	-	-	155,742	-	-	155,742
Net loss from discontinued operations	-	-	-	-	(1,147,147)	(1,147,147)
Net loss	-	-	-	(6,779,369)	-	(6,779,369)
Balance - December 31, 2018	**14,130,417**	**1,414**	**8,927,795**	**(7,396,651)**	**(2,450,462)**	**(917,904)**

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

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PRECHECK HEALTH SERVICES, INC.
Consolidated Statements of Cash Flows

	Year Ended December 31, 2018	2017
CASH FLOWS FROM OPERATING ACTIVITIES		
Net loss from Continued Operations	$ (6,779,369)	$ (444,564)
Net loss from Discontinued Operations	(1,147,147)	(1,055,511)
Adjustments to reconcile net loss to net cash from operating activities:		
Depreciation and amortization	216,095	-
Goodwill impairment	37,894	-
Amortization of debt discount	201,137	-
Loss on extinguishment of debt	140,500	-
Loss on debt settlement	-	266,250
Loss on disposal of leasehold improvements	279,793	-
Stock based compensation	6,142,500	366,360
Stock issued for services	267,420	-
Changes in operating assets and liabilities:		
Other receivable	(4,378)	-
Refundable sales taxes	-	731
Prepaid expenses	72,073	2,612
Inventory	(28,000)	-
Bank overdraft	-	(407)
Accounts payable and accrued liabilities	78,752	36,363
Deposits	8,471	-
Sales tax payable	(793)	5,639
Change in Assets (Liabilities) from discontinued operations	11,666	(224,781)
Net cash used in operating activities	(503,386)	(1,047,308)
CASH FLOWS FROM INVESTING ACTIVITIES	-	-
Purchase of leasehold improvements	(3,042)	-
Net cash used in investing activities	(3,042)	-
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from issuance of common stock	-	1,000,000
Proceeds from issuance of convertible notes	505,000	-
Payments of convertible notes	(205,000)	(180,500)
Payments of bank loan	(71,845)	(7,636)
Net advances from related parties	195,703	130,886
Net cash provided by financing activities	423,858	942,750
Net decrease in cash and cash equivalents	(82,570)	(104,558)
Cash and cash equivalents - beginning of period	87,102	191,660
Cash and cash equivalents - end of period	$ 4,532	$ 87,102
Supplemental Cash Flow Disclosures		
Cash paid for interest	$ 1,487	$ 35,167

Cash paid for income taxes	$ -	$ -
Non-cash Financing and Investing Activities		
Amendment to terms of convertible notes	$ 138,500	$ -
Warrants issued in connection with convertible notes payable	$ 112,696	$ -
Amendment to terms of convertible notes – related party	$ 40,900	$ -
Transfer of due to related party to convertible notes payable – related party	$ 160,000	$ -
Acquisition of inventory with convertible note payable – related party	$ 42,000	$ -
Warrants issued in connection with convertible notes payable – related party	$ 43,046	$ -
Common stock issued for acquisition of intangible assets	$ -	$ 18,940
Common stock issued as payment of Notes	$ -	$ 398,750
Common stock issued for settlement of warrants	$ 76,501	
Common stock issued for acquisition of leasehold improvements	$ 15,674	$ -
Construction in progress transferred to leasehold improvements	$ -	$ 153,930

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

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PRECHECK HEALTH SERVICES, INC.

Notes to the Consolidated Financial Statements
Years Ended December 31, 2018 and 2017

NOTE 1 – ORGANIZATION AND DESCRIPTION OF BUSINESS

PreCheck Health Services Inc. (the "Company") is a Florida corporation organized under the name Hip Cuisine, Inc. on March 19, 2014. The Company changed its corporate name to Nature's Best Brands, Inc. on June 15, 2018 and to PreCheck Health Services, Inc. on January 3, 2019. The Company is engaged in U.S. distribution of a medical screening device, the PC8B. The Company's fiscal year end is December 31.

The Company has two subsidiaries, Hip Cuisine, Inc. ("Hip Cuisine"), a Panama corporation, and Rawkin Juice, Inc. ("Rawkin Juice"), a California corporation. The Company, through these subsidiaries, operated four restaurants that offered healthy food, coffee and juice, two in Panama and two in California. As of December 31, 2018, the Company had ceased restaurant operations, although it continues to have obligations under restaurant leases. The restaurant operations are treated as discontinued operations.

Under the new management, the Company changed its business, and, during the fourth quarter of 2018, the Company commenced operations for the U.S. distribution of a medical screening device, the PC8B, which it purchases from a domestic supplier. The PC8B medical device is a screening tool for use by physicians in managing a patient's health. The Company can give no assurance that it can or will compete in the marketing of medical equipment, operate

profitably or generate positive cash flow.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The consolidated financial statements and related disclosures have been prepared pursuant to the rules and regulations of the Securities and Exchange Commission ("SEC"). These consolidated financial statements have been prepared using the accrual basis of accounting in accordance with Generally Accepted Accounting Principles ("GAAP") of the United States.

Basis of Consolidation

These consolidated condensed financial statements include the accounts of the Company and its wholly-owned subsidiaries. All material intercompany balances and transactions have been eliminated.

Foreign Currency Translation and Re-measurement

The Company's functional currency and reporting currency is the U.S. dollar. The functional currency of Hip Cuisine, which operated two restaurants in Panama, is the Panamanian Balboa. All transactions initiated in Panamanian Balboa were translated into U.S. dollars in accordance with ASC 830-30, "Translation of Financial Statements." Since the Panamanian Balboa is pegged with the U.S. dollar at par, the Company recognized no gain or loss on foreign exchange translations during the years ended December 31, 2018 and 2017.

Use of Estimates and Assumptions

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

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Cash and Cash Equivalents

The Company considers all highly liquid instruments with a maturity of three months or less at the time of issuance to be cash equivalents.

Fair Value of Financial Instruments

The Company adopted ASC Topic 820, *Fair Value Measurements* ("ASC Topic 820"), which defines fair value, establishes a framework for measuring fair value, and expands disclosures about fair value measurements. The standard provides a consistent definition of fair value which focuses on an exit price that would be received upon sale of an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The standard also prioritizes, within the measurement of fair value, the use of market-based information over entity specific information and establishes a three-level hierarchy for fair value measurements based on the nature of inputs used in the valuation of an asset or liability as of the measurement date.

The three-level hierarchy for fair value measurements is defined as follows:

Level 1 – inputs to the valuation methodology are quoted prices (unadjusted) for identical assets or liabilities in active markets; liabilities in active markets;

Level 2 – inputs to the valuation methodology include quoted prices for similar assets and liabilities in active markets, and inputs that are observable for the asset or liability other than quoted prices, either directly or indirectly, including inputs in markets that are not considered to be active; or directly or indirectly including inputs in markets that are not considered to be active;

Level 3 – inputs to the valuation methodology are unobservable and significant to the fair value measurement

The Company's financial instruments consist primarily of cash, prepaid expenses, accounts payable and accrued expenses, convertible notes and stockholder's loan. The carrying amounts of such financial instruments approximate their respective estimated fair value due to the short-term maturities and approximate market interest rates of these instruments.

Concentrations of Credit Risks

The Company's financial instruments that are exposed to concentrations of credit risk primarily consist of its cash and cash equivalents. The Company places its cash and cash equivalents with financial institutions of high credit worthiness. The Company's management plans to assess the financial strength and credit worthiness of any parties to which it extends funds, and as such, it believes that any associated credit risk exposures are limited.

Related Parties

The Company follows ASC 850, "Related Party Disclosures," for the identification of related parties and disclosure of related party transactions.

Inventories

Inventories consist of medical screening devices, the PC8B, purchased from a domestic supplier. Inventories are stated at lower of cost or net realizable value, with cost being determined on the first-in, first-out ("FIFO") method.

Only finished goods inventory are held at year-end. No reserves is considered necessary for slow moving or obsolete inventory as inventory on hand at year-end was purchased near the end of the year. The Company continuously evaluates the adequacy of these reserves and makes adjustments to these reserves as required.

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Equipment and Furniture

Property and equipment are stated at cost. Depreciation is computed on the straight-line method. The depreciation and amortization methods are designed to amortize the cost of the assets over their estimated useful lives, in years, of the respective assets as follows:

Equipment	5 Years
Furniture and Fixtures	5 Years
Leasehold Improvement	3 Years
Construction in Progress	7 Years

Maintenance and repairs are charged to expense as incurred. Improvements of a major nature are capitalized. At the time of retirement or other disposition of property and equipment, the cost and accumulated depreciation are removed from the accounts and any gains or losses are reflected in income.

The long-lived assets of the Company are reviewed for impairment in accordance with ASC 360, “Property, Plant and Equipment” (“ASC 360”), whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. The recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to the future undiscounted cash flows expected to be generated by the assets. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the fair value of the assets. During the years ended December 31, 2018 and 2017, no impairment losses have been identified.

With the cessation of the restaurant operations at the end of 2018, all the existing leasehold improvements, equipment and furniture in the Company's possession were either disposed of or reclassified and reported as net assets held for sale from discontinued operations at December 31, 2018.

Net Assets Held for Sale from Discontinued Operations

Net assets held for sale from discontinued operations represent equipment and furniture for locations that have met the criteria of "held for sale" accounting, as specified by ASC360. With the cease of the restaurant operations and the Company's move out of the restaurant locations during the year ended December 31, 2018, all the existing equipment and furniture still under the Company's possession were depreciated through the last date of their usage in respective restaurant locations. The net assets held for sale are being marketed for sale and it is the Company's intention to complete the sales of these assets within the upcoming year.

Goodwill and Other Intangible Assets

The Company accounts for goodwill and intangible assets (including trademarks) in accordance with ASC 350 "Intangibles-Goodwill and Other" ("ASC 350"). ASC 350 requires that goodwill and other intangibles with indefinite lives be tested for impairment annually or on an interim basis if events or circumstances indicate that the fair value of an asset has decreased below its carrying value. In addition, ASC 350 requires that goodwill be tested for impairment at the reporting unit level (operating segment or one level below an operating segment) on an annual basis and between annual tests when circumstances indicate that the recoverability of the carrying amount of goodwill may be in doubt. Application of the goodwill impairment test requires judgment, including the identification of reporting units; assigning assets and liabilities to reporting units, assigning goodwill to reporting units, and determining the fair value. Significant judgments required to estimate the fair value of reporting units include estimating future cash flows, determining appropriate discount rates and other assumptions. Changes in these estimates and assumptions or the occurrence of one or more confirming events in future periods could cause the actual results or outcomes to materially differ from such estimates and could also affect the determination of fair value and/or goodwill impairment at future reporting dates.

The cost of intangible assets with determinable useful lives is amortized to reflect the pattern of economic benefits consumed, either on a straight-line or accelerated basis over the estimated periods benefited. Patents, technology and other intangibles with contractual terms are generally amortized over their respective legal or contractual lives. When certain events or changes in operating conditions occur, an impairment assessment is performed and lives of intangible assets with determinable lives may be adjusted.

With the cessation of the restaurant operations at the end of 2018, the Company fully impaired all goodwill and trademarks associated with the restaurant business.

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Revenue Recognition

The Company recognizes revenue from the sale of the medical screening device, the PC8B, in accordance with ASC 606,"*Revenue Recognition*", ("Topic 606") following the five steps procedure:

Step 1: Identify the contract(s) with customers
Step 2: Identify the performance obligations in the contract
Step 3: Determine the transaction price
Step 4: Allocate the transaction price to performance obligations
Step 5: Recognize revenue when the entity satisfies a performance obligation

The Company recognizes revenue when it satisfies its obligation by transferring control of the goods to the customer. A performance obligation is satisfied over time if one of the following criteria are met:

a. the customer simultaneously receives and consumes the benefits as the entity performs;
b. the entity's performance creates or enhances an asset that the customer controls as the asset is created or enhanced; or
c. the entity's performance does not create an asset with an alternative use to the entity, and the entity has an enforceable right to payment for performance completed to date.

The adoption of Topic 606 resulted in enhanced revenue-related disclosures, including any significant judgments and changes in judgments. Additionally, this standard requires the deferral of incremental direct selling costs to the period in which the related revenue is recognized. We adopted Topic 606 as of January 1, 2018 using the modified retrospective approach applied to all contracts that were not completed at adoption based on the contract terms in existence at adoption.

Stock-Based Compensation

ASC 718, *"Compensation - Stock Compensation,"* prescribes accounting and reporting standards for all share-based payment transactions in which employee services are acquired. Transactions include incurring liabilities, or issuing or offering to issue shares, options and other equity instruments such as employee stock ownership plans and stock appreciation rights. Share-based payments to employees, including grants of employee stock options, are recognized as compensation expense in the financial statements based on their fair values. That expense is recognized over the period during which an employee is required to provide services in exchange for the award, known as the requisite service period (usually the vesting period).

For the years ended December 31, 2018 and 2017, the Company accounted for stock-based compensation issued to non-employees and consultants in accordance with the provisions of ASC 505-50, "*Equity - Based Payments to Non-Employees."* Measurement of share-based payment transactions with non-employees is based on the fair value of whichever is more reliably measurable: (a) the goods or services received; or (b) the equity instruments issued. The fair value of the share-based payment transaction is determined at the earlier of performance commitment date or performance completion date. Effective January 1, 2019, the Company is accounting for stock-based compensation to non-employees pursuant to Topic 718, with the result that stock-based compensation is treated the same for employees and non-employees.

During the year ended December 31, 2018, the Company incurred a stock-based compensation expense of $6,142,500 from the issuance of 5,250,000 shares of common stock to the employees and consultants for services. The Company did not incur any stock-based compensation expense for the year ended December 31, 2017.

Income Taxes

The Company accounts for income taxes using the asset and liability method in accordance with ASC 740, "Accounting for Income Taxes." The asset and liability method provides that deferred tax assets and liabilities are recognized for the expected future tax consequences of temporary differences between the financial reporting and tax bases of assets and liabilities and for operating losses and tax credit carry forwards. Deferred tax assets and liabilities are measured using the currently enacted tax rates and laws that will be in effect when the differences are expected to reverse. The Company records a valuation allowance to reduce deferred tax assets to the amount that is believed more likely than not to be realized. As at December 31, 2018 and 2017, the Company did not have any amounts recorded pertaining to uncertain tax positions.

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Basic and Diluted Net Loss per Share

The Company computes loss per share in accordance with ASC 260, "Earnings per Share" which requires presentation of both basic and diluted earnings per share on the face of the statement of operations. Basic loss per share is computed by dividing net losses available to common stockholders by the weighted average number of outstanding shares of common stock during the period. Diluted loss per share gives effect to all dilutive potential shares of common stock outstanding during the period unless the effect would be antidilutive. During the year ended December 31, 2017, the Company had no potential dilutive instruments and accordingly basic loss and diluted loss per share are the same. During the year ended December 31, 2018, the inclusion of potentially dilutive instruments would have been anti-dilutive.

For the year ended December 31, 2018 and 2017, respectively, the following convertible notes and warrants were excluded from the computation of diluted net loss per shares as the result of the computation was anti-dilutive:

	December 31, 2018 <Shares>	December 31, 2017 <Shares>
Convertible notes payable	640,040	-
Warrants	75,000	-
	715,040	-

	Year Ended December 31,	
	2018	2017
Net loss from Continued Operations	$ (6,779,369)	$ (444,564)
Net loss from Discontinued Operations	(1,147,147)	(1,055,511)
Net loss	**$ (7,926,516)**	**$ (1,500,075)**
Loss from Continued Operations per share: Basic and Diluted	**$ (0.71)**	**$ (0.06)**
Loss from Discontinued Operations per share: Basic and Diluted	**$ (0.12)**	**$ (0.13)**
Net loss per share: Basic and Diluted	**$ (0.83)**	**$ (0.19)**
Basic and Diluted Weighted Average Shares of Common Stock Outstanding	9,571,486	7,841,860

Recently Issued Accounting Pronouncements

The Company has reviewed all recently issued, but not yet effective, accounting pronouncements and does not believe the future adoption of any such pronouncements may be expected to cause a material impact on the Company's financial statements.

NOTE 3 – GOING CONCERN

The accompanying consolidated financial statements have been prepared on a going concern basis, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business. The Company has not generated significant revenues since inception and has discontinued its restaurant business and changed its business operation focusing on establishing ourselves as the U.S. distributor of a medical screening device. As of December 31, 2018, the Company has an accumulated deficit from continuing operations of $7,396,651 and accumulated deficit from discontinued operations of $2,450,462. During the year ended December 31, 2018, the Company sustained a net loss from continued operations of $6,779,369 and a net loss from discontinued operations of $1,147,147. These factors among others raise substantial doubt about the ability of the Company to continue as a going concern for a reasonable period of time. The accompanying consolidated financial statements do not include any adjustments that might result from the outcome of this uncertainty.

The continuing operations of the Company are dependent upon its ability to develop its proposed business of marketing medical devices used for screening, to raise adequate financing and to commence profitable operations in the future and repay its liabilities arising from normal business operations as they become due. The ability of the Company to raise financing may be impaired by the terms of the Company's outstanding convertible notes and warrants.

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NOTE 4 – INVENTORIES

Inventories consist of medical screening devices, the PC8B, purchased from a domestic supplier. Inventories are stated at lower of cost or net realizable value, with cost being determined on the first-in, first-out ("FIFO") method. As of December 31, 2018 and 2017, the Company had finished goods inventory totaling $70,000 and $0, respectively.

NOTE 5 – EQUIPMENT AND FURNITURE

	December 31, 2018	December 31, 2017
Equipment	$ 235,846	$ 233,423
Furniture	61,924	61,306
Leasehold improvements	-	543,636
Less accumulated depreciation	(119,942)	(204,232)
	$ 177,828	$ 634,133

Equipment and furniture are stated at cost. Depreciation is computed on the straight-line method. The depreciation methods are designed to amortize the cost of the assets over their estimated useful lives, in years, of the respective assets as follows:

Equipment	5 Years
Furniture and Fixtures	5 Years
Leasehold Improvement	3 Years

During the years ended December 31, 2018 and 2017, the depreciation expense was $195,226 and $158,867, respectively.

With the cessation of the restaurant operations during the year ended December 31, 2018, the Company recognized a loss on disposal of leasehold improvements of $279,793. All the existing equipment and furniture under the Company's possession were depreciated through the last date of their usage in respective restaurant locations and reported as non-current assets held for sale from discontinued operations as of December 31, 2018.

NOTE 6 – INTANGIBLE ASSETS

Intangible assets consist of the following at December 31, 2018 and 2017, respectively::

	December 31, 2018	December 31, 2017
Trademarks:		
Living Goumet[1]	$ -	$ 5,985
Medidate Coffee [2]	-	12,219
Total Trademarks	-	18,204
Goodwill[3]	-	37,894
Total Intangible Assets	**$ -**	**$ 56,098**

[1] The Company acquired the rights to the Living Gourmet trademark in February 2017 for which the Company issued 10,000 shares of common stock, valued at $0.63 per share, which was the market price of the common stock on the date of the acquisition, from an unaffiliated party. The Company agreed to pay a royalty of 20% of the net profits, as defined, generated from the use of the trademark.

[2] On June 15, 2017, the Company issued 8,000 shares of common stock valued at $12,640, based on market price of $1.58 per share, to the managing member of Medidate Coffee Ltd., pursuant to an agreement with Medidate Coffee pursuant to which the Company obtained the exclusive rights to distribute Medidate coffee in Panama, Colombia and Costa Rica and received a 10% membership interest in Medidate Coffee. The Company agreed to pay 20% of net profit derived from the sales of Medidate Coffee sold in Company-owned outlets and 20% of the net profit derived from sales of Medidate Coffee products that were produced in the kitchens of the Company's restaurants. The Company and Medidate Coffee have the exclusive right to use the Medidate Coffee brand name.

[3] Goodwill is generated from the acquisition of net assets from Rawkin Bliss LLC by Rawkin Juice.

With the cessation of the restaurant operations at the end of 2018, the Company recorded impairment on goodwill and trademarks associated with the restaurant business of $37,894. The total amount of intangible assets and goodwill included in non-current assets held for sale from discontinued operations at December 31, 2018 and 2017 totaled $0 and $56,098, respectively. During the years ended December 31, 2018 and 2017, the amortization expense totaled $20,869 and $736, respectively

NOTE 7 – BANK LOAN

The Company had the following bank loan outstanding as of December 31, 2018 and 2017:

	December 31,	
	2018	**2017**
Bank loan, at $80,000 principal, repayable in monthly installments of $829 with an annual interest rate of 2%, maturing Nov 29, 2026	$ -	$ 71,845
Less, current portion	-	(9,156)
Long-term portion	-	62,689

During the years ended December 31, 2018 and 2017, the interest expense on bank loans was $1,487 and $1,484.

NOTE 8 – RELATED PARTY TRANSACTIONS

Chief Executive Officer

Pursuant to the employment agreement with the chief executive officer, the Company agreed to employ him as its chief executive officer for a term ending

on December 31, 2021, which continues thereafter on a year-to-year basis unless terminated by either the chief executive officer or the Company on not less than 30 days' prior written notice. As compensation for his services, on November 5, 2018, the Company issued 5,000,000 shares of common stock, valued at $1.17 per share, which was the closing price for the common stock on November 5, 2018, for a total of $5,850,000, and the Company agreed to pay him an annual salary of $300,000, which will commence at such time as the Company has raised $2,000,000 from the private placement of its equity securities, at which time the Company believed it would have the funds to enable it to pay his salary.

Chief Operating Officer

Pursuant to the employment agreement with the chief operating officer, the Company agreed to employ him as chief operating officer for a term ending on October 31, 2021, which continues thereafter on a year-to-year basis unless terminated by either the chief operating officer or the Company on not less than 30 days' prior written notice. The chief operating officer has other business activities which do not conflict with his duties to the Company. The compensation for the chief executive officer consists of 750,000 shares, of which the Company, on November 5, 2018, issued the initial 250,000 shares, which are valued at $1.17 per share for a total of $292,500. The Company is to issue 250,000 shares on each of October 31, 2019 and October 31, 2020.

For the year ended December 31, 2018, the Company recognized revenue of $70,000 from the sale of five PC8B units at cost to JAS Consulting, a company owned by our chief operating officer.

JAS Consulting also provides us with office space in its offices in Denison, Texas for no charge.

On January 2, 2019, the Company entered into an agreement with JAS Consulting for performing the administrative services relating to agreements that we may have with physicians whereby we are to process insurance filings on behalf of physicians who are using our equipment, for which we pay JAS Consulting a fee of $10 or $20 per test, depending on the test.

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Chief Financial Officer

Total notes payable to the chief financial officer totaled $52,000 as of December 31, 2017. During the year ended December 31, 2018, the Company's chief financial officer advanced $90,000 cash to the Company for working capital and made payment to a vendor to acquire inventory in the amount of $42,000 on behalf of the Company. During 2018, the Company repaid $99,000 to the chief financial officer. The remaining balance of $85,000 was converted to a convertible note during the year ended December 31, 2018.

On March 20, 2018, the Company issued a convertible note to the chief financial officer in the principal amount of $80,250 with $5,250 original issuance discount and two year-warrants to purchase 75,000 shares of common stock at $1.20 per share. The note and warrant were issued in satisfaction of the Company's obligations to the chief financial officer in the principal amount of $75,000 for advances made by the chief financial officer to or for the benefit of the Company. The issuance of the note on March 20, 2018 did not have substantially different terms than the original note, and is not considered to be a debt modification under U.S. GAAP guidance. The convertible note bears interest at a rate of 2% per annum, and was payable on September 20, 2018. The note is convertible into common stock at a variable conversion rate commencing 180 days after issuance.

On September 30, 2018, the Company entered into an agreement with the chief financial officer pursuant to which the Company agreed to pay $90,000 to settle the note on or prior to December 31, 2018, and the Company would purchase the warrants for $12,500 no later than December 31, 2018, unless the chief financial officer agreed to accept 37,500 shares of common stock in exchange for the warrant. Pursuant to the agreement, the chief financial officer agreed not to covert the note or exercise the warrant prior to December 31, 2018. The change of conversion feature from the agreement is considered to be a debt modification which resulted in loss on extinguishment of debt of $22,250. As of December 31, 2018, the amount due to the chief financial officer in respect of the promissory note and warrants was $102,500, which could be satisfied by a payment of $90,000 and the issuance of 37,500 shares of common stock. Outstanding balance on the note totaled $100,421 at December 31, 2018 (including principal of $102,500 and unamortized debt discount of $2,079).

On November 26, 2018, the Company issued a non-interest bearing convertible note due November 30, 2019 to the chief financial officer in the principal amount of $98,400, reflecting an original issuance discount of $16,400. The note was issued in respect to advances made to and on behalf of the Company in the aggregate amount of $85,000. The convertible note is payable on November 30, 2019. The principal amount of the note is convertible at the option of the holder into such securities as are issued in the next financing, except that the amount of the principal of the note represented by the original issuance discount ($16,400) is automatically converted into securities issued in the next financing. Outstanding balance on the note totaled $88,350 at December 31, 2018 (including principal of $98,400 and unamortized debt discount of $10,050).

Principal Stockholder and Former Chief Executive Officer

The Company's former chief executive officer, who resigned on October 15, 2018, and who is a principal stockholder of the Company, periodically made interest-free advances to the Company for working capital, and the Company has made periodic repayments to her. Amounts due to the former chief executive officer on account of these advances were $387,841 and $258,139 at December 31, 2018 and 2017, respectively. The advances are payable on demand.

During the year ended December 31, 2018, the Company's former chief executive officer advanced $257,374 to the Company, and the Company repaid $127,672 to the former chief executive officer.

During the year ended December 31, 2017, the Company's former chief executive officer advanced $453,386 to the Company, and the Company repaid $387,500 to the former chief executive officer.

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NOTE 9 – CONVERTIBLE NOTES

On March 8, 2018 the Company issued a convertible note with principal amount of $160,500. The note was issued for a purchase price of $160,500, with an original issue discount of $10,500. The convertible note was due six months from funding are, accordingly, was treated as current liability. In connection with the issuance of the convertible note, the Company issued to the holders of the convertible note, two-year warrants to purchase 150,000 shares of common stock at an exercise price of $1.20 per share, subject to adjustment. The warrants were valued at $69,650 which is treated as a debt issuance discount. On August 20, 2018 the Company entered into a note amendment with the note settlement amount amended to $180,000 and note expiry date extended to October 16, 2018. Additionally, the warrants to purchase the original 150,000 shares of common stock will be settled by the Company through $25,000 to be paid to the warrant holder no later than October 16, 2018, or the issuance of 75,000 shares of common stock, at the option of the holder, per the modified terms. The change of conversion feature from the note amendment is considered to be a debt modification which resulted in loss on extinguishment of debt of $44,500. On October 11, 2018, the Company settled the warrants by issuing 75,000 shares of common stock, valued at $76,501, based on market price of $1.02 per share. The modification of the debt and settlement of warrants resulted in note extinguishment expense of $51,500. The note was repaid by December 31, 2018 and related debt discount was fully amortized to interest expense.

On March 20, 2018 the Company issued a convertible note with principal amount of $80,250. The note was issued for a purchase price of $80,250, with an original issue discount of $5,250. The convertible note was due six months from funding and, accordingly, was treated as current liability. In connection with the issuance of the convertible note, the Company issued to the holders of the convertible note, two-year warrants to purchase 75,000 shares of common stock at an exercise price of $1.20 per share, subject to adjustment. The warrants were valued at $43,046 which is treated as a debt issuance discount. On September 30, 2018, the Company entered into a note amendment with the note settlement amount amended to $90,000 and note expiry date extended to March 30, 2019. Additionally, the warrants to purchase the original 75,000 shares of common stock will be settled by the

Company through $12,500 to be paid to the warrant holder no later than March 30, 2019, or the issuance of 37,500 shares of common stock, at the option of the holder, per the modified terms. The change of conversion feature from the note amendment is considered to be a debt modification which resulted in loss on extinguishment of debt of $22,250. Outstanding balance on the note totaled $91,624 at December 31, 2018 (including principal of $102,500 and unamortized debt discount of $10,876).

On October 12, 2018, the Company issued a non-interest bearing convertible note to an unaffiliated party in the principal amount of $216,000 with $36,000 original issuance discount for cash proceeds of $180,000. The convertible note is payable on November 30, 2019. The note is convertible into common stock at a purchase price of the conversion securities in the next financing. Outstanding balance on the note totaled $189,000 at December 31, 2018 (including principal of $216,000 and unamortized debt discount of $27,000).

On October 17, 2018, Lucid Marketing Inc. entered into an agreement with FirstFire Global Opportunities Fund, LLC to buy out the outstanding principal amount and accrued interest of the promissory note at $120,000 with $10,000 original issuance discount. The note is non-interest bearing and matures on November 30, 2019. The note is convertible into common stock at a purchase price of the conversion securities in the next financing. Outstanding balance on the note totaled $112,500 at December 31, 2018 (including principal of $120,000 and unamortized debt discount of $7,500).

NOTE 10 – CAPITAL STOCK

Authorized Stock

On January 3, 2019, the Company amended and restated its articles of incorporation with the filing with the Secretary of State of Florida of its Amended and Restated Articles of Incorporation (the “Restated Articles”).

Under the Restated Articles, the total number of shares of capital stock which the Corporation shall have authority to issue is 110,000,000 shares, of which (i) 10,000,000 shares are preferred stock, with a par value of $0.0001 per share, and (ii) 100,000,000 shares are common stock, with a par value of $0.0001 per share. The par value of the common stock changed from $0.001 to $0.0001 per share, and the changes are retrospectively reflected in the share capital and additional paid in capital in the balance sheet.

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Common Stock

On February 7, 2017, the Company issued 10,000 shares of common stock valued at $6,300, based on market price of $0.63 per share, for the acquisition of a trademark from an unaffiliated party.

In March 2017, the Company sold 1,000,000 shares of common stock in a public offering at $0.75, from which the Company received net proceeds of $675,000 after expenses of $75,000.

On June 15, 2017, the Company issued 8,000 shares of common stock valued at $12,640, based on market price of $1.58 per share, to the managing member of Medidate Coffee Ltd., pursuant to an agreement whereby the Company obtained the exclusive rights to distribute Medidate coffee in Panama, Colombia and Costa Rica and received a 10% membership interest in Medidate Coffee.

On August 25, 2017, the Company sold 250,000 shares of common stock at $1.00 for cash proceeds of $250,000.

On October 17, 2017, the Company issued 115,000 shares of common stock valued at $1.00 per share, based on the market price of the stock, to employees of the Company as compensation.

During the year ended December 31, 2017, the Company issued 233,000 shares of common stock valued at $251,360, based on market price on the respective issuance dates, to consultants to assist in managing its locations, locating expansion of restaurants and promoting the new restaurant locations.

During the year ended December 31, 2017, the Company issued 306,250 shares of common stock valued at $398,750, based on the market price on the respective issuance dates, to repay notes of $132,500 which was assumed by the Company in connection with its acquisition of the net assets of Rawkin Bliss LLC. A loss on debt settlement of $266,250 was incurred related to the repayment of the notes.

On January 25, 2018, the Company issued 137,000 shares of common stock, valued at $124,670, based on market price of $0.91 per share, for services provided to the Company.

On January 25, 2018, the Company issued 25,000 shares of common stock, valued at $22,750, based on market price of $0.91 per share for consulting services.

On February 23, 2018, the Company issued 60,000 shares of common stock valued at $60,000, based on market price of $1.00 per share, to an investment banking firm for pursuant to a six-month investment banking agreement.

On May 21, 2018, the Company issued 15,834 shares of common stock, valued at $15,674 based on market price of $0.99 on the date of issuance, for leasehold improvements.

On October 3, 2018, the Company issued 60,000 shares of common stock, valued at $60,000, based on market price of $1.00 per share, for services provided to the Company.

On October 11, 2018, the Company issued 75,000 shares of common stock, valued at $76,501, based on market price of $1.02 per share, to repay the outstanding warrants of the promissory note, resulting in note extinguishment expense of $51,500. See Note 9.

On November 5, 2018, the Company issued 5,000,000 shares of common stock, valued at $5,850,000, based on market price of $1.17 per share, to its newly appointed chief executive officer as compensation for his service.

On November 5, 2018, the Company issued 250,000 shares of common stock, valued at $292,500, based on market price of $1.17 per share, to its newly appointed chief operating officer as compensation for his service.

W***arrants***

The Company accounts for the issuance of warrants in connection with the issuance of convertible notes as an equity instrument and recognized the warrants under the Black-Scholes valuation model based on the market price of the Company's common stock on the grant date at the exercise price of $1.20 per share. The holders of the warrants have piggyback registration rights with respect to the shares of common stock issuable upon exercise of the warrants.

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The exercise price of the warrants is subject to adjustment in the event of any issuance of common stock or convertible securities with respect to which the purchase price or the conversion or exercise price is less than the exercise price of the warrants. The adjusted exercise price would be the purchase price per share or exercise price per share in the dilutive issuance. Unlike the comparable provisions in the convertible notes, there are no excluded issuances, so any dilutive issuance, even an issuance which would not result in an adjustment of the conversion price of the convertible notes, would result in an adjustment in the exercise price of the warrants.

In March 2018, the Company issued three convertible promissory notes due September 2018 in the aggregate principal amount of $321,000. In connection with these convertible notes, the Company issued two-year warrants to purchase a total of 300,000 shares of common stock at an exercise price of $1.20 per share. The warrants were valued at $155,742. 75,000 of these warrants were issued to a related party.

On August 20, 2018, the Company entered into an agreement with the holder of a convertible note that held a warrant to purchase 150,000 shares of common stock. Pursuant to the agreement, on October 11, 2018, the Company issued 75,000 shares of common stock, valued at $76,501, based on market price of $1.02 per share, and cancelled the warrant, resulting in note extinguishment expense of $51,500. See Note 10.

On September 30, 2018, the Company entered into agreements with the holders of two convertible promissory notes, one of whom is the Company's chief financial officer, each of whom held warrants to purchase 75,000 shares of common stock. Pursuant to the agreements, the Company agreed to purchase the warrants from the each of holders for $12,500, or will issue 37,500 shares of common stock to each of them by December 31, 2018. At December 31, 2018, the note had not been paid and the warrants remained outstanding. See Notes 9 and 10.

The fair value of each warrant on the date of grant was estimated using the Black-Scholes option valuation model. The following weighted-average assumptions were used for options granted during the years ended December 31, 2018. There were no warrants issued or outstanding during 2017.The below table summarizes warrant activity during the nine months ended December 31, 2018:

The following table summarizes activity in the warrants during the year ended December 31, 2018.

	Number of Shares	Weighted - Average Exercise Price

Balances as of December 31, 2017	-	$ -
Granted	300,000	1.20
Cancellation of warrants pursuant to convertible promissory note amendments	(150,000)	-
Balances as of December 31, 2018	150,000	$ 1.20

The following table summarizes information concerning the valuation of the outstanding warrants.

	December 31, 2018
Exercise price	$ 1.20
Expected term	2 years
Expected average volatility	87%
Expected dividend yield	-
Risk-free interest rate	2.25%-2.34%

The following table summarizes information relating to outstanding and exercisable warrants as of December 31, 2018:

Warrants Outstanding			Warrants Exercisable	
Number of Shares	Weighted Average Remaining Contractual life (in years)	Weighted Average Exercise Price	Number of Shares	Weighted Average Exercise Price
150,000	1.22	$ 1.20	-	$ -

The valuation of the warrants at issuance date was $155,742, based on the Black-Sholes model discussed above, resulting in a debt discount of $155,742. During the year ended December 31, 2018, amortization of debt discount related to the warrants was $155,742. The warrants are treated as not being exercisable at December 31, 2018 pursuant to an agreement by which the holders agreed not to exercise the warrants prior to December 31, 2018. See Note 9 and Note 10.

Aggregate intrinsic value is the sum of the amounts by which the quoted market price of the Company's stock exceeded the exercise price of the warrants at December 31, 2018, for those warrants for which the quoted market price was in excess of the exercise price ("in-the-money" warrants). As of December 31, 2018, the aggregate intrinsic value of warrants outstanding was $0 based on the closing market price of $0.999 on December 31, 2018.

NOTE 11 – NET ASSETS HELD FOR SALE AND DISCONTINUED OPERATIONS

At the end of 2018, the Company discontinued operations relating to the restaurant operations as a result of the change in management and business direction as the U.S. distributor of the medical screening device.

In the fourth quarter of 2018, in connection with ceasing restaurant operations, the Company has classified various assets (including equipment and furniture) as held for sale. We expect to complete the sale of these assets within the next twelve months. Net assets held for sale from discontinued operations totaled $177,828 and $690,231 at December 31, 2018 and 2017, respectively.

Results of operations, financial position and cash flows for these businesses are separately reported as discontinued operations for all periods presented.

The following table shows the results of operations of the restaurant operations for the years ended December 31, 2018 and 2017 which are included in the net loss from discontinued operations:

	Year Ended December 31,

	2018	2017
Revenues	$ 388,713	$ 650,385
Cost of goods sold	(258,589)	(301,159)
Gross Profit	130,124	349,226
Operating Expenses		
Depreciation and amortization	216,095	159,603
General and administrative	520,134	554,304
Salaries and wages	111,888	341,403
Stock based compensation	124,670	366,360
Total Operating Expenses	972,787	1,421,670
Loss from Operations	(842,663)	(1,072,444)
Other Income (Expenses)		
Loss on disposal of leasehold improvements	(279,793)	-
Impairment on goodwill and trademark	(37,894)	-
Other income	13,203	16,933
Total Other Income (Expense)	(304,484)	16,933
Loss Before Income Taxes	(1,147,147)	(1,055,511)
Provision for income taxes	-	-
Net Loss from Discontinued Operations	**$ (1,147,147)**	**$ (1,055,511)**

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NOTE 12 – INCOME TAXES

We did not provide any current or deferred U.S. federal income tax provision or benefit for any of the periods presented because we have experienced operating losses since inception. Accounting for Uncertainty in Income Taxes when it is more likely than not that a tax asset cannot be realized through future income the Company must allow for this future tax benefit.

We provided a full valuation allowance on the net deferred tax asset, consisting of net operating loss carry forwards, because management has determined that it is more likely than not that we will not earn income sufficient to realize the deferred tax assets during the carry forward period.

On December 22, 2017, the United States enacted the Tax Cuts and Jobs Act (the "**Act**") resulting in significant modifications to existing law. The Company has completed the accounting for the effects of the Act during the year ended December 31, 2018. The Company's financial statements for the year ended December 31, 2018 reflect certain effects of the Act which includes a reduction in the corporate tax rate from 34% to 21% as well as other changes.

The components of the Company's deferred tax asset and reconciliation of income taxes computed at the statutory federal income tax rate at 21% and Panama income tax rate at 25% to the income tax amount recorded for the years ended December 31, 2018 and 2017 is as follows:

	Year Ended December 31, 2018			Year Ended December 31, 2017		
	USA	**Panama**	**Total**	**USA**	**Panama**	**Total**
Net operating loss carryforward	$ 1,516,728	$ 1,538,962	$ 3,055,690	$ 933,510	$ 620,729	$ 1,554,239
Effective tax rate	34%	25%	29%	34%	25%	30%
Deferred tax asset	515,688	384,741	900,428	317,393	155,182	472,575
Effect of change in the statutory rate	(197,175)	-	(197,175)	(121,356)	-	(121,356)

Less: Valuation allowance	(318,513)	(384,741)	(703,254)	(196,037)	(155,182)	(351,219)
Net deferred asset	$ -	$ -	$ -	$ -	$ -	$ -

At December 31, 2017, the Company had approximately $3,050,000 in net operating losses ("NOLs") that may be available to offset future taxable income, which begin to expire between 2033 and 2038. In accordance with Section 382 of the U.S. Internal Revenue Code, the usage of the Company's net operating loss carry forwards is subject to annual limitations following greater than 50% ownership changes.

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NOTE 13 – COMMITMENTS AND CONTINGENCIES

Leases

The Company's subsidiaries entered into leases for restaurant properties. The Company no longer operates any of the restaurants and is seeking to negotiate a termination of the leases or to find a subtenant. As of December 31, 2018, the Company owed a total of $38,265 with respect to its leases

which has been included in Accounts payable and accrued liabilities in the Balance Sheets. The Company has continuing lease obligations in connection with these leases.

At December 31, 2018, the Company does not have any lease obligations with respect to its continuing operations.

The following is a schedule by years of minimum future rentals on leases, all of which relate to the discontinued operations, as of December 31, 2018:

Year Ending December 31:	
2019	230,879
2020	202,010
Thereafter	286,400
Total minimum future rentals	$ 719,289

Supply and Private Label Agreement

On November 12, 2018, the Company entered into an agreement with the manufacturer of the medical screening device. Under the agreement, the manufacturer sells PC8B units to the Company on a private label basis under the contract term of 4 years commencing November 12, 2018 through August 31, 2022. In order to maintain the manufacturer's obligation to provide the Company private labeling of the product, the Company must make the agreed purchases, the failing of which would terminate the agreement.

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The following is a schedule by years of minimum future committed PC8B purchases as of December 31 2018 in order to retain its right to purchase the product:

Year Ending December 31:	
2019	857,500
2020	1,062,500
Thereafter	2,437,500
Total minimum future unit purchase	$ 4,357,500

NOTE 14 – SUBSEQUENT EVENTS

Management has evaluated subsequent events for the period of December 31, 2018 through the date that these financials were issued and noted the following subsequent events:

On January 2, 2019, the Company entered into an employment agreement with its newly-appointed director of sales, who is the brother of the Company's chief operating officer, for a term expiring on December 31, 2019 and continuing on a quarter-to-quarter basis thereafter unless terminated by either party. The agreement provides for an annual salary of $60,000 plus a commission on sales. The director of sales' salary is deferred until the earlier of the completion by the Company of one or more private financings that raise at least $1,000,000 or four months from the date of the agreement, at which time the Company will pay the director of sales on a current basis. The Company's is to pay the amount of salary deferred when it has raised $3,000,000 from

one or more private financings. On January 30, 2019, the Company issued 50,000 shares of common stock, valued at $48,500, to the director of sales in consideration of his agreement to the salary deferral provisions of his employment agreement. The stock was valued at the market price of $0.97 per share.

In January 2019, the Company's chief operating officer advanced the Company $25,000, which is to be paid, without interest, from the proceeds of the Company's next financing. In consideration of the loan, the Company issued to the chief operating officer, 25,000 shares of common stock, valued at $25,250, based at the market price of $1.01 per share on January 19, 2019.

On March 15, 2019, the Company entered into agreements with two holders of convertible notes, each in the principal amount of $80,250, to extend the agreements to May 31, 2019 both the maturity date of the notes and the Company's obligations to purchase the notes and the related warrants. One of these notes is held by the Company's chief financial officer.

Quantity information in Section 2.4 and quantity and pricing information on Exhibit B to this Agreement has been excluded because it is not material and would be competitively harmful if publicly disclosed.

SUPPLY AND PRIVATE LABEL AGREEMENT

This supply and private label agreement ("Agreement") is entered into as of 12th day of November, 2018 by and between LD Technology, LLC, a Florida limited liability company having its principal place of business at 100 North Biscayne Blvd, Suite 502, Miami, Florida, 33132 ("LD Technology"), and Nature's Best Brand, Inc., a Florida corporation having its principal place of business at 305 W. Woodard, Suite 221, Denison TX 75020 ("Nature's Best"). LD Technology and Nature's Best are sometimes collectively referred to herein as the "Parties" and each, individually, as a "Party."

RECITALS

WHEREAS, Nature's Best is looking to market diagnostic equipment, including the Product, as hereinafter defined; and

WHEREAS, LD Technology manufactures, markets and sells medical devices and is willing to sell to Nature's Best, on a private label basis, the Product, and Nature's Best is willing to purchase the Product from LD Technology, all upon the terms and subject to the conditions of this Agreement.

WHEREFORE, the Parties do hereby agree as follows:

1. Definitions

In addition to the terms defined elsewhere in this Agreement, the following terms, whenever capitalized in this Agreement, shall have the following meanings:

1.1 "Affiliate" shall mean, with respect to a Party, any person that controls, is controlled by, or is under common control with, a Party. For purposes of this Agreement, control of a person shall mean either (a) direct or indirect ownership of more than fifty percent (50%) of the voting interest in the person, (b) a greater than fifty percent (50%) or greater interest in the equity of the person or (c) the ability to control the person by contract, board representation or otherwise.

1.2 "Confidential Information" shall have the meaning set forth in Section 10.1 of this Agreement.

1.3 "Enhanced Product" shall mean any modification to the Product which enhance its capabilities or which include improvements in the technology incorporated in the Product.

1.4 "FDA" shall mean the United States Food and Drug Administration or any successor agency thereof.

1.5 "Good Manufacturing Practices" shall mean the applicable United States laws, regulations, practices, medical device industry standards and requirements in force from time to time during the Term that apply to the manufacturing of the Product, including without limitation the requirements of the Federal Food, Drug, and Cosmetic Act 21 C.F.R. Part 820 -- "Quality System Regulation"; and FDA guidance documents.

1.6 "Infringement Claim" shall mean a claim that the Product infringes upon the Proprietary Rights of any third party; it being understood that any claim relating to Nature's Best's trademarks shall not constitute an Infringement Claim.

1.7 “Know-how” shall include, but not be limited to, any proprietary know-how, use and applications know-how, technical information, product formulae and formulations, inventions, manufacturing processes, data, techniques, technology, toxicological and ecological data and information, trade secrets and similar information and materials recording or evidencing LD Technology’s proprietary expertise relating to the Product and the Specifications, regardless of whether such information is patentable; any information or other information contained in any patent application, regardless of whether a patent is ever issued with respect to such application, results of studies and surveys, in any stage of development, including, without limitation, modifications, enhancements, designs, concepts, techniques, methods, ideas, flow charts and all other proprietary and technical information, material and developments relating to the Product or otherwise owned by LD Technology.

1.8 “Know-how Documentation” shall mean all software, including source codes and object codes, all designs, manuals and materials, all trade secrets, all applications for copyrights or patents and all patent, trademark, trade dress, copyright or other intellectual property rights relating to LD Technology’s Proprietary Rights, whether such information is in oral, written, tangible, graphic or electronic form, and whether such information is copyrighted or categorized as a trade secret or know-how.

1.9 The term “person” shall be broadly construed to include any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union or other entity or governmental body.

1.10 “Private Label Indicia” shall mean the use on and in the Product of Nature’s Best name and trademarks as provide in Section 2.1.

1.11 “Product” shall mean LD Technology’s TM-Flow System, which are to be manufactured in accordance with the Specifications, and any Enhanced Product. References in this Agreement to the Product shall include any Enhanced Product.

1.12 “Proprietary Rights” shall mean patent, trademark, trade secret, trade dress, databases, copyright, or other proprietary or intellectual property rights.

1.13 “Regulatory Standards” shall mean Good Manufacturing Practices, ISO 9001 requirements and other applicable laws, rules, regulations, guidance documents, and standards of the FDA, as well as any other applicable regulatory standards with respect to the Products, as such requirements may change from time to time.

1.14 “Specifications” shall mean the written specifications for the Product that are existing as of date of this Agreement and are set forth on Exhibit A to this Agreement or they may be revised with respect to any Enhanced Product.

1.15 “Term” shall have the meaning set forth in Section 9.1.

1.16 “Third Party” shall mean an entity or person other than LD Technology, Nature’s Best or their respective Affiliates.

1.17 “LD Technology’s Intellectual Property” shall mean all of LD Technology’s Intellectual Property, whether tangible or intangible, including the Know-how, Know-how Documentation, Specifications and LD Technology’s Proprietary Rights.

1.18 “Warranty Claim” shall mean any claim under LD Technology’s warranty, including any claim that any Product is defective.

2. Purchase and Sale

2.1 Private Label. On and subject to the terms of this Agreement, LD Technology will manufacture and sell Products to Nature’s Best which will bear the product name “PC8B” in place of LD Technology’s product name, presently “TM-Flow.” The change of name shall be reflected on the physical Product as well as on the software and screen displays associated with the Product. Except as otherwise required by law, the Product shall have Nature’s Best name, address and website instead of that of LD Technology.

2.2 Pin Code. LD Technology shall develop and include as part of the Product a pin code for use in the rental by Nature’s Best of the Product and software for the first activation of the pin code.

2.3 Purchase and Sale. Subject to the terms and conditions of this Agreement, LD Technology shall manufacture the Product in accordance with the Specifications and Good Manufacturing Practices; and Nature’s Best shall purchase the Products from LD Technology in accordance with this Section 2 for and on behalf of itself, its Affiliates and its sublicensees. Nature’s Best acknowledges that its right to sell the Product is a non-exclusive right and LD Technology retains the right to sell the Product and to establish a distribution network for the Product; provided, however, that any Product sold to any person other than Nature’s Best shall not bear any of Nature’s Best’s Private Label Indicia.

2.4 Minimum Purchase Requirements. In order to maintain LD Technology’s obligation to provide private labeling of the Product, Nature’s Best’s must make the following purchases of Product:

(a) As used in this Agreement a contract year shall mean the twelve months ended on November 30, and the contract quarters shall mean the three months ended February 28/29, May 31, August 31 and November 30, except that the first contract year shall commence on the date of this Agreement and end on November 30, 2019 and the first contract quarter shall commence on the date of this Agreement and end on February 28, 2019.

(b) During the first contract year, Nature’s Best must purchase and pay for **[ ]** Products in the first contract quarter and **[ ]** Products in each of the second, third and fourth contract quarters.

(c) During the second contract year, Nature’s Best shall purchase **[ ]** Products in each contract quarter.

(d) During the third contract year, Nature’s Best shall purchase **[ ]** Products in each contract quarter.

(e) During the fourth contract year, Nature’s Best shal purchase **[ ]** Products in each contract quarter.

(f) In the event that Nature’s Best fails to meet the purchase and payment requirements for any contract quarter, Nature’s Best shall have 15 business days from the end of such contract quarter to purchase and pay for the shortfall for such quarter, and, in the event that Nature’s Best shall have failed to pay for such shortfall, this Agreement shall automatically terminate; provided, that Nature’s Best may sell any Products which it has in inventory and which have been ordered and paid for and LD Technology shall deliver any Products ordered and paid for in accordance with the terms of the purchase order. The first Product units purchased in any quarter shall be deemed to be on account of the shortfall for the preceding quarter. Notwithstanding this Section 2.4(f), in the event that Nature’s Best’s failure to meet any minimum purchase requirement results from delays by LD Technology in delivering in a timely manner Products ordered and paid for by Nature’s Best, Nature’s Best shall be given additional time to satisfy its purchase obligations resulting from the delay in delivery.

(g) Prior to the expiration of the fourth contract year, the Parties shall negotiate in good faith for purchase requirements for the following year, which shall reflect an increase in the quarterly purchase requirements of not less than 5% nor more than 10%.

2.5 Purchase Price. The purchase price for the Products is set forth on Exhibit B to this Agreement. In the event that LD Technology develops an Enhanced Product, it shall advise Nature's Best of the Specification for the Enhanced Product and standard price for the Enhanced Product and the price for the Enhanced Product to be paid by Nature's Best. In no event shall the price charged by LD Technology to Nature's Best for any Product be greater than the lowest price charged by LD Technology to other customers or distributors for Products without the Private Label Indicia.

2.6 Payment of the Purchase Price. Each purchase order shall specify the number of Products purchased, the delivery date and the delivery location. Upon acceptance of the purchase order, Nature's Best shall pay 100% of the purchase price of the Products ordered. Nature's Best understands that LD Technology will not ship any Products until payment has been received, and LD Technology agrees to ship Product as promptly as possible upon receipt of payment and, unless there is a delay in payment, LD Technology shall deliver the product to the address set forth on Nature's Best's purchase order in accordance with the delivery schedule set forth in the purchase order.

2.7 Rights. LD Technology grants Nature's Best the non-exclusive right to market and sell the Product in the United States, by itself or through subdistributors, and, to the extent necessary to market and sell the Product, LD Technology grants Nature's Best the non-exclusive right to use and deal in commerce with the LD Technology Intellectual Property. References to the United States include its commonwealths and territories.

2.8 Conflicting Terms. Notwithstanding Nature's Best's use of its standard form of purchase order for ordering or scheduling delivery of Products hereunder or LD Technology's use of its standard form of acceptance, nothing in either such form shall be deemed or construed as amending or modifying the terms of this Agreement and, in the event of any conflict between this Agreement and any purchase or delivery order or acceptance issued pursuant to this Agreement, the terms of this Agreement shall control.

2.9 Delivery. Shipping terms are FOB Nature's Best location in the United States specified in the purchase order. Risk of loss shall pass to Nature's Best when the Products are picked up by the carrier for shipment to the facility designated by Nature's Best. All freight, customs, duties, costs, taxes, insurance premiums, and other expenses relating to such transportation and delivery of Products, shall be at Nature's Best's expense. LD Technology shall ship Products under appropriate storage conditions and in accordance with any commercially-reasonable delivery and shipment terms requested by Nature's Best.

3. Manufacture; Ownership

3.1 Specifications. The Specifications for the Product are attached hereto as Exhibit A. All Products delivered to Nature's Best shall conform to the Specifications. LD Technology shall advise Nature's Best at least 60 days prior to any change in the Specification unless the change is necessary to comply with any government regulations or with any order or proposed order of any government agency. LD Technology represents and warrants that the Products are LD Technology's existing standard products, modified only as provided in this Agreement.

3.2 Ownership of LD Technology's Intellectual Property. All Know-how, Know-How Documentation and other intellectual property, including the Specifications, relating to the Products and LD Technology's other products are, and shall continue to be, owned solely by LD Technology, and except for the right granted by this Agreement, Nature's Best shall have no right or interest therein.

3.3 Manufacturing Process. LD Technology shall manufacture and sell the Products in strict accordance with the then most current Specifications and Regulatory Standards.

3.4 Testing of Products. LD Technology shall test, or cause to be tested, each batch of the Products manufactured pursuant to this Agreement before delivery to Nature's Best. Such testing shall be performed at LD Technology's facility. The requirements for such testing shall be established as part of the Specifications.

3.5 Identification Marks. Each item of the Product shall have a unique bar code. LD Technology shall account for all units of Product by bar code markings in a manner that clearly enables Nature's Best and LD Technology to know the sale or other disposition of each unit of Product. LD Technology shall mark the Product in accordance with FDA unique device identification procedures..

4. Quality Assurance; Inspection; Legal Standards

4.1 Rejected Goods/Shortages.

(a) Within thirty (30) after delivery of a shipment of the Products, Nature's Best shall notify LD Technology in writing of any claim of any shortage in quantity of any shipment of the Products. Nature's Best must notify LD Technology in writing of any obvious defects in Products within ninety (90) days after delivery of a shipment of the Products and of latent defects in Products within one hundred eighty (180) days after delivery of a shipment of the Products. In the event of any rejection or shortage and as Nature's Best's sole remedy for non-conforming Products, LD Technology shall issue a credit to Nature's Best for the amount billed by LD Technology for the rejected Products, or replace the Products or make up the shortage within twenty (20) days after receiving such notice and accepting such claim, as described below, at no additional cost to Nature's Best, and shall make arrangements with Nature's Best for the return or destruction (as designated by LD Technology) of any rejected Products, with such return shipping charges or costs of destruction to be paid by LD Technology. Upon receipt of such notice and samples or documentation, LD Technology shall have ten (10) days within which to investigate the claim of shortage or nonconformity and either accept or reject the claim. In the event of acceptance of a claim and as Nature's Best's sole remedy for non-conforming Products, LD Technology shall issue a credit to Nature's Best within ten (10) days or will replace the Products or make up the shortage within twenty (20) days of receipt of the claim for nonconformity or shortage.

(b) In the event of a conflict regarding any non-conforming Products that Nature's Best and LD Technology are unable to resolve, a sample of such Products, together with mutually agreed upon questions, shall be submitted by Nature's Best to an independent laboratory reasonably acceptable to both Parties for testing against the Specifications. The test results obtained by such laboratory shall be final and binding upon the Parties and the fees and expenses of such laboratory testing shall be borne entirely by the Party against whom such laboratory's findings are made. In the event that the test results indicate that the Products in question do not conform to the Specifications and as Nature's Best's sole remedy for non-conforming Products, LD Technology shall replace such Products with conforming Products, at no additional cost, to Nature's Best within twenty (20) days after receipt of such results.

(c) In the event of any Product recall, Nature's Best's purchase obligations shall be suspended until the second contract quarter following the quarter in which LD Technology has resolved, to Nature's Best reasonable satisfaction, the issues which resulted in the recall. Nothing in this Section 4.1(c) shall be construed to require a purchaser of a Product to accept a replacement product. All costs and expenses associated with the recall shall be paid by LD Technology.

4.2 Product Warranty. LD Technology shall provide Nature's Best's customers with its standard Product Warranty, which is set forth in Exhibit C. Any claim Warranty Claim shall be made directly by the end user to LD Technology and shall be resolved by LD Technology. LD Technology shall have no liability related to the use of CPT codes or ICD-10 used by the users.

4.3 Regulatory; Other Certifications.

(a) LD Technology will comply with all then current United States federal, state and local laws, ordinances, rules and regulations applicable to the conduct of its business, including, but not limited to, the Regulatory Standards, in manufacturing the Products and performing its other obligations hereunder. During the Term, LD Technology will maintain a manufacturing facility, personnel and quality control and quality assurance programs that comply with the Regulatory Standards.

(b) Each Party shall keep the other informed of any formal or informal inquiry by any regulatory agency of the federal government or any state authority relating to Products.

(c) Each Party shall promptly notify the other in the event such Party becomes aware of any adverse effects resulting from the use of the Product. LD Technology will promptly notify Nature's Best in the event of any Product recall or in the event that the FDA or any other United States government regulatory agency advises LD Technologies of the possibility of a Product recall.

5. Representations and Warranties

5.1 By LD Technology. LD Technology represents and warrants that: (a) it has the right to enter into and perform all of its obligations under this Agreement; (b) the execution, delivery, and performance of this Agreement does not conflict with, violate or breach, any agreement to which LD Technology is a party; (c) LD Technology owns and hold all rights to all of the LD Technology's Intellectual Property; (d) the Product does not infringe upon the Proprietary Rights of any third party; and (e) its facilities will be maintained as required herein and that the Products (i) will be manufactured in strict accordance with the Specifications and Regulatory Standards, and (ii) have been developed, labeled, packaged, manufactured, tested, stored, supplied and sold in accordance with the terms of this Agreement and the Regulatory Standards; and (d) the LD Technology has received marketing approval from the FDA for the marketing of the Product for the uses specified in the Product literature provided by LD Technology.

5.2 By Nature's Best. Nature's Best hereby represents and warrants to LD Technology that (a) it has the right to enter into and perform all of its obligations under this Agreement, and (b) the execution, delivery and performance of this Agreement does not conflict with, violate or breach any agreement to which Nature's Best is a party.

6. Infringement and Other Claims

6.1 Defense and Settlement of Infringement Claim. In the event that any Infringement Claim is made against Nature's Best or any customer of Nature's Best, whether or not an action or proceeding has been made against Nature's Best or any customer, Nature's Best shall promptly notify LD Technology, and it shall be LD Technology's responsibility, at its cost and expense, to defend any action relating to an Infringement Claim, to pay any judgment or settlement relating to an Infringement Claim and to otherwise take any action necessary to resolve the Infringement Claim. LD Technology shall also reimburse Nature's Best for any costs and expenses, including reasonable fees and expenses of counsel, which Nature's Best may incur as a result of an Infringement Claim. Nature's Best's purchase obligations shall be suspended during the period from the date Nature's Best gives LD Technology notice of an Infringement Claim until the second contract quarter following the contract quarter in which the Infringement Claim is resolved. For the avoidance of doubt, it is understood and agreed that LD Technology shall have no responsibility or liability with respect to Nature's Best's trademark or other markings requested by Nature's Best on or in the Product.

6.2 Notice of Infringement. In the event that either Party shall receive notice of any claimed infringement on the Proprietary Rights of any Third Party or in the event that an action is commenced against either Party alleging infringement, such Party shall give the other Party prompt written notice thereof, and LD Technology shall defend the action as provided in Section 6.1 of this Agreement.

6.3 Product Liability and Insurance. LD Technology shall be responsible for any loss or damage caused by the Product. LD Technology shall maintain product liability insurance with coverage limited of not less that $1,000,000 which covers the Products sold by LD Technology to Nature's Best and shall keep such insurance in force and effect during the term of this Agreement and for five years thereafter.

7. Limitation of Liability

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY BUT SUBJECT TO THE OBLIGATIONS OF LT TECHNOLOGY SET FORTH IN SECTION 6, IN NO EVENT WILL EITHER PARTY HERETO BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES SUFFERED BY THE OTHER PARTY ARISING IN ANY WAY OUT OF THIS AGREEMENT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY. THIS LIMITATION WILL APPLY EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

EACH PARTY HEREBY ACKNOWLEDGES THAT THE OTHER PARTY HAS MADE NO WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESSLY PROVIDED IN THIS AGREEMENT. EACH PARTY HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PURPOSE, OTHER THAN THAT THE PRODUCT CONFORMS TO THE SPECIFICATIONS.

8. Confidentiality

8.1 Obligations. "Confidential Information" shall mean any proprietary information which is disclosed by either Party to the other in connection with this Agreement. LD Technology's Confidential Information shall include the Know-how, the Know-how Documentation and the Specifications which is clearly marked as confidential. If any Confidential Information is disclosed orally, LD Technology shall confirm in writing as the status of the information as being confidential within ten (10) days after disclosure. Nature's Best (a) shall treat as confidential all Confidential Information provided by the other Party, (b) shall not use such Confidential Information except as expressly permitted under the terms of this Agreement or as otherwise authorized in writing by LD Technology, and (c) shall not disclose such Confidential Information to any Third Party except as may be expressly allowed under this Agreement. Without limiting the foregoing, Nature's Best shall use at least the same procedures and the degree of care to prevent the disclosure of Confidential Information as it uses to prevent the disclosure of its own confidential information of like importance. The restrictions set forth in this Section 8 will remain in effect for one year after termination or expiration of this Agreement. The Parties' obligations under this Section 8 are in addition to any other obligations of the Parties under separate confidentiality agreements between them.

8.2 Exceptions. The provisions of Section 8.1 of this Agreement shall not apply to any information or material which Nature's Best can demonstrate:

(a) Is or becomes generally known to and available for use by the public other than as a result of disclosure by Nature's Best, or

(b) Was independently developed by the Nature's Best without reference to any Confidential Information, or

(c) Was disclosed to Nature's Best by a Person who, to Nature's Best's knowledge, either (i) was not under an obligation of confidentiality to LD Technology or (ii) did not, directly or indirectly, acquire or obtain such information or material from a person who was under an obligation of confidentiality to LD Technology.

8.3 Disclosure Pursuant to Legal Process. In the event that the Nature's Best is required by applicable law, regulation or legal process, to disclose any of the LD Technology's Confidential Information, Nature's Best will notify LD Technology promptly so that LD Technology may, at its cost, seek a protective order or other appropriate remedy or, in its sole discretion, waive compliance with the terms of this Agreement. Nature's Best shall not disclose any Confidential Information until the court has made a ruling. In the event that no such protective order or other remedy is obtained, or in the event that LD Technology waives compliance with the terms of this Section 10, Nature's Best will furnish only that portion of the Confidential Information which it is advised by its counsel is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information.

8.4 Equitable Relief. Nature's Best agrees that any violation or threatened violation of any of the provisions of this Section 8 shall cause immediate and irreparable harm to LD Technology. In the event of any breach or threatened breach of this Agreement, Nature's Best agrees that LD Technology may seek preliminary and permanent injunctions by a court of competent jurisdiction prohibiting Nature's Best from any violation or threatened violation of such provisions and compelling Nature's Best to comply with such provisions. This Section 8.4 shall not affect or limit, and the injunctive relief provided in this Section 8.4 shall be in addition to, any other remedies available to LD Technology at law or in equity for any such violation.

8.5 Return of Confidential Information. Upon the expiration or termination of this Agreement, each Party shall return or destroy and remove from its computer system all Confidential Information of the other Party except that Nature's Best may maintain one (1) copy of archival purposes and either Party shall be entitled to retain any Confidential Information which is required to be maintained by regulatory authorities, in each case subject to the obligations of confidentiality set forth in this Section 8.

8.6 Obligations Survive Termination. LD Technology's obligations pursuant to this Section 8 shall survive any termination of this Agreement.

9. Term/Termination

9.1 Term and Expiration. The term of this Agreement (the "Term") shall begin on the date of this Agreement and will continue until November 30, 2022. For each contract quarter for which Nature's Best meets the minimum purchase requirements, the Term shall be extended for a period of one contract quarter. For the avoidance of doubt, for the first contract quarter for which Nature's Best meets its purchase requirement, the Term shall be extended to February 28, 2023.

9.2 Mutual Consent. This Agreement may be terminated at any time upon the written mutual agreement of the Parties.

9.3 Termination for Failure to Meet Minimum Purchase Requirements. In the event that Nature's Best fails to meet the minimum purchase and payment requirements set forth in Section 2.4 and has not made up any shortfall as provided in Section 2.4, this Agreement shall automatically terminate as provided in Section 2.4(f). Termination shall be LD Technology's sole remedy for Nature's Best's failure to meet minimum purchase requirements.

9.4 Inclusive Remedy. Except as otherwise provided in this Agreement, each Party shall have the rights and remedies set forth herein in addition to any other remedies which it may have under law or equity. Each Party shall have the sole discretion to determine which of its available rights and remedies, if any, it shall pursue and such Party shall not be required to exhaust any of its other rights or remedies before pursuing any one of the rights and remedies set forth in this Agreement.

9.5 Survival. Expiration or termination of this Agreement shall not relieve either Party of its obligations incurred prior to expiration or early termination. Notwithstanding anything to the contrary contained in this Agreement, the following provisions of this Agreement shall survive any termination: 2.3 (last sentence), 3.2, 4.1, 6, 7, 8, 9.6, 10, 11, and Section 1 to the extent definitions are embodied in the preceding listed Sections, as well such other provisions as, by their context are intended to survive such expiration or termination.

10. Governing Law; Dispute Resolution

10.1 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida applicable to agreements executed and to be performed wholly within such state and without regard to principles of conflicts of law.

10.2 Arbitration.

(a) Except as provided in Sections 8.4of this Agreement, any dispute, controversy or claim arising out of or in relation to this Agreement or the breach hereof shall be finally settled by binding arbitration in Miami, Florida in accordance with the rules then in effect of the American Arbitration Association by three (3) arbitrators, one appointed by LD Technology, one appointed by Nature's Best and the third arbitrator to be selected by mutual agreement of the initial two arbitrators. In the event that either Party appoints an arbitrator and the other Party fails to appoint an arbitrator within sixty (60) days following the appointment of the first arbitrator, the second arbitrator shall be appointed by or in accordance with a procedure established by the presiding officer of the American Arbitration Association in Miami, Florida. In the event that the two arbitrators fail to select a third arbitrator within sixty (60) days after the appointment of the second arbitrator, the third arbitrator shall be appointed in the manner set forth in the preceding sentence. The award rendered shall be final and binding upon both Parties; provided, however, that the arbitrators shall have no power or authority to amend any provisions of this Agreement. The judgment rendered by the arbitrators shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for any expert and other witnesses

(b) The provisions of Section 10.2(a) shall not apply to, and neither Party shall be prevented from, seeking injunctive or other equitable relief and/or damages from any court having jurisdiction pursuant to Section 8.4.

11. General Provisions

11.1 Independent Contractors. In all matters relating to this Agreement, Nature's Best and LD Technology shall act as independent contractors, neither shall be the employee, joint venturer, partner or agent of the other, and each shall assume any and all liability for its own acts. Neither Nature's Best nor LD Technology shall have any authority to assume or create obligations, express or implied, on behalf of the other Party or any subsidiary or Affiliate of the other Party, and neither Party shall have any authority to represent the other Party as its agent, employee, partner or in any other capacity.

11.2 Entire Agreement. This Agreement, including all exhibits hereto which constitute an integral part of this Agreement, sets forth the entire agreement and understanding between the Parties and supersedes all prior or contemporaneous written or oral agreements, promises, representations, understandings, letters of intent and negotiations, between the Parties with respect to the subject matter of this Agreement. No part of this Agreement may be modified or amended, nor may any right be waived, except by a written instrument which expressly refers to this Agreement, states that it is a modification or amendment of this Agreement or a waiver and is signed by authorized officers of the Parties to this Agreement, or, in the case of waiver, by the Party granting the waiver. No course of conduct or dealing or trade usage or custom and no course of performance shall be relied on or referred to by any Party to contradict, explain or supplement any provision of this Agreement, it being acknowledged by the Parties that this Agreement is intended to be, and is, the complete and exclusive statement of the agreement with respect to its subject matter. Any waiver shall be limited to the express terms thereof and shall not be construed as a waiver of any other provisions or the same provisions at any other time or under any other circumstances. No delay or failure by either Party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other rights.

11.3 Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns. Notwithstanding the foregoing, neither Party hereto shall have the right to assign any of its rights or obligations under this Agreement (whether by operation of law or otherwise) without the prior written consent of the other Party, except that each Party shall have the right to assign its interest in this Agreement in the event of the merger or consolidation of that Party into another entity or in the event of a sale by that Party of all or substantially all of its operating assets or, in the case of Nature's Best, its rights to distribute the Products.

11.4 Partial Invalidity. If any provision of this Agreement is finally held to be invalid, illegal or unenforceable by a court of competent jurisdiction or an arbitrator, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way and the invalid, illegal or unenforceable provision shall be reformed by such court or arbitrator to best approximate the original intent of the Parties in a manner consistent with applicable law.

11.5 Notices. All notices, requests or other communications required or permitted to be given under this Agreement to any Party shall be in writing and shall be deemed to have been sufficiently given when delivered by personal service or sent by registered mail, overnight courier services with provided evidence of delivery or attempted delivery, or email or facsimile to the recipient at the address set forth in the introductory paragraph of this Agreement to the attention of the person who signed this Agreement on behalf of such party, or at such other address or telecopy number or email as such is set forth on the signature page of this Agreement. Any Party may, by like notice, change the address, person, facsimile number or email to whom notice is directed. Notice shall be deemed given when received or when attempted delivery is made, provided that notice by email or telecopier shall be deemed given when receipt is acknowledged by the recipient. If no telecopier number is given for either Party, notice to such Party shall not be given by telecopier.

11.6 Force Majeure. If the performance of this Agreement or any obligations hereunder, other than the payment of money, is prevented, restricted or interfered with by reason of fire or other casualty or accident, strikes or labor disputes, war or other violence, terrorism, any law, order, proclamation, ordinance, demand or requirement of any government agency, or any other act or condition beyond the control of the Parties hereto, the Party so affected, upon giving prompt notice to the other Party shall be excused from such performance (other than the obligation to pay money) during such prevention, restriction or interference.

11.7 Further Instruments. Each Party shall, without payment of any additional consideration by any other Party, at any time on or after the execution of this Agreement take such further action and execute such other and further documents and instruments as the other Party may reasonably request.

11.8 Expenses. Each party shall pay its own expenses in connection with this Agreement.

11.9 Counterparts and Headings. This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Headings in this Agreement are included herein for convenience or reference only and shall not constitute a part of this Agreement for any other purpose.

11.10 Mutual Drafting. The Parties acknowledge and agree that: (a) this Agreement is the result of negotiations between the Parties and will not be deemed or construed as having been drafted by any one Party, (b) each Party and its counsel have reviewed and negotiated the terms and provisions of this Agreement and have contributed to their revision, (c) the rule of construction to the effect that any ambiguities are resolved against the drafting party will not be employed in the interpretation of this Agreement and (d) neither the drafting history nor the negotiating history of this Agreement or the Transaction Documents may be used or referred to in connection with the construction or interpretation thereof.

11.11 Delivery of Agreement. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the Party executing with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof. If less than a complete copy of this Agreement is delivered by either party, the other party is entitled to assume that delivering party accepts and agrees to all of the terms and conditions of the pages not delivered unaltered.

[The Next Page is the Signature Page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written in the Preamble hereof.

NATURE'S BEST BRANDS, INC.

By: /s/ Larry Biggs
Name: Larry Biggs
Title: CEO

LD TECHNOLOGY, LLC

By: /s/ Albert Maarek
Name: Albert MAAREK
Title: CEO LD TECHNOLOGY

Exhibit A

Specifications

"TM-FLOW System" includes the combination of proprietary hardware (Sweat C system, TBL-ABI system, LDOXI oximeter), and software which allows for the recording and analysis of sudomotor function, ankle brachial measurements and Cardiac Autonomic Reflex tests hereafter referred to as the "Product".

"PRODUCT" SPECIFICATIONS

1. **Software:** PC8B
2. Hardware: **Galvanic Skin Response**
    a. Electronic Hardware box Ref. LDT-17 (Q=1)
    b. Disposable Electrodes (Q=100)
    c. Reusable Cables: Ref. LDT-19 (Q=2)
    d. USB cable
3. Hardware: **Oximeter Ref. LD Oxy**
    a. Oximeter connection cable: Ref. OxiC OR LD OXY Bluetooth
4. Hardware: **Ankle Brachial Index (ABI)**

Standard Bluetooth Blood Pressure Cuffs (Q=3) and Large Bluetooth Blood Pressure Cuff (Q=1). Ref. TBL ABI

5. **Manometer and Mouthpieces**

Exhibit B

Pricing

Pricing is based on the quantity of units purchased per quarter.

Period	Purchase Commitment/Quarter	Price per Unit
Year 1, First quarter	[ ]	$ [ ]
Year 1, Second, third and Fourth quarters	[ ]	$ [ ]
Year 2, all quarters	[ ]	$ [ ]
Year 3, all quarters	[ ]	$ [ ]
Year 4, all quarters	[ ]	$ [ ]

Exhibit C

Product Warranty

LD Technology Products (medical devices and/or accessories) are warranted to be free from defects in materials and workmanship appearing within ONE YEAR from the date of delivery.

The OBL distributor has the option to purchase each year and for 4 years an extended warranty for $500 per year. The extended warranty will cover the hardware and accessories as well as the update of the software.

At our discretion, we will either repair or replace, free of charge, any LD Product covered by the above warranties.

Repair or replacement is our only responsibility, and your only remedy under the above warranties.

THE FOREGOING IS THE SOLE WARRANTY PROVIDED BY OUR COMPANY IN CONNECTION WITH THE PRODUCTS, AND OUR COMPANY HEREBY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IMPLIED WARRANTIES AND OTHER TERMS THAT MAY BE IMPOSED BY LAW, IF ANY, ARE LIMITIED IN DURATION TO THE PERIOD OF THE ABOVE EXPRESS WARRANTY.

OUR COMPANY SHALL NOT BE LIABLE FOR LOSS OF USE OR ANY OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT COSTS, EXPENSES OR DAMAGES.

EXHIBIT 10.4

2017 EMPLOYEES/CONSULTANTS STOCK COMPENSATION PLAN

OF

HIP CUISINE, INC.

SECTION 1. ESTABLISHMENT AND PURPOSE

The Plan was established on August __, 2017, effective August __,2017, to offer directors, officers and selected key employees, advisors and consultants an opportunity to acquire a proprietary interest in the success of the Company to receive compensation, or to increase such interest, by purchasing Shares of the Company's common stock. The Plan provides both for the direct award or sale of Shares and for the grant of Options to purchase Shares. Options granted under the Plan may include non-statutory options, as well as ISOs intended to qualify under section 422 of the Code.

The Plan is intended to comply in all respects with Rule 16.3 (or its successor) under the Exchange Act and shall be construed accordingly.

SECTION 2. DEFINITIONS.

(A) "BOARD OF DIRECTORS" shall mean the Board of Directors of the Company, as constituted from time to time.

(B) "CODE" shall mean the Internal Revenue Code of 1986, as amended.

(C) "COMMITTEE" shall mean a committee of the Board of Directors, as described in Section 3(a).

(D) "COMPANY" shall mean HIP CUISINE, INC., a Florida corporation.

(E) "EMPLOYEE" shall mean (i) any individual who is a common-law employee of the Company or of a Subsidiary, (ii) an Outside Director, (iii) an independent contractor who performs services for the Company or a Subsidiary and who is not a member of the Board of Directors, including consultants and advisors that provide professional, technical, financial, legal, accounting, capital markets related and other services. Service as an Outside Director or independent contractor shall be considered employment for all purposes of the Plan, except as provided in Subsections (a) and (b) of Section 4.

(F) "EXCHANGE ACT" shall mean the Securities Exchange Act of 1934, as amended.

(G) "EXERCISE PRICE" shall mean the amount for which one share may be purchased upon exercise of an Option, as specified by the Committee in the applicable Stock Option Agreement.

(H) "FAIR MARKET VALUE" shall mean the market price of Stock, determined by the Committee as follows:

(i) If Stock was traded on a stock exchange on the date in question, then the Fair Market Value shall be equal to the closing price reported for such date by the applicable composite-transactions report;

(ii) If stock was traded over-the-counter on the date in question and was traded on the Nasdaq system or the Nasdaq National Market, then the Fair Market Value shall be equal to the last transaction price quoted for such date by the Nasdaq system or the Nasdaq National Market;

(iii) If Stock was traded over-the-counter on the date in question but was not traded on the Nasdaq system or the Nasdaq National Market, then the Fair Market Value shall be equal to the mean between the last reported representative bid and asked prices quoted for such date by the principal automated inter-dealer quotation system on which Stock is quoted or, if the Stock is not quoted on any such system, by the "Pink Sheets" published by the National Quotation Bureau, Inc.; and

(iv) If none of the foregoing provisions is applicable, then the Fair Market Value shall be determined by the Committee in good faith on such basis as it deems appropriate.

In all cases, the determination of Fair Market Value by the Committee shall be conclusive and binding on all persons.

(I) "ISO" shall mean an employee incentive stock option described in section 422(b) of the Code.

(J) "NON-STATUTORY OPTION" shall mean an employee stock option not described in sections 422(b) or 423(b) of the Code.

(K) "OFFEREE" shall mean an individual to whom the Committee has offered the right to acquire Shares under the Plan (other than upon exercise of an Option)

(L) "OPTION" shall mean an ISO or Non-statutory Option granted under the Plan and entitling the holder to purchase Shares.

(M) "OPTIONEE" shall mean an individual who holds an Option.

(N) "OUTSIDE DIRECTOR" shall mean a member of the Board of Directors who is not a common--law employee of the Company or of a Subsidiary.

(O) COMMITTEE PROCEDURES. The Committee shall designate one of its members as chairman. The Committee may hold meetings at such times and places as it shall determine. The acts of a majority of the Committee members present at meetings at which a quorum exists, or acts reduced to or approved in writing by all Committee members, shall be valid acts of the Committee.

(P) COMMITTEE RESPONSIBILITIES. Subject to the provisions of the Plan, the Committee shall have the authority and discretion to take the following actions:

(i) To interpret the Plan and to apply its provisions;

(ii) To adopt, amend or rescind rules, procedures and forms relating to the Plan;

(iii) To authorize any person to execute, on behalf of the Company, any instrument required to carry out the purposes of the Plan;

(iv) To determine when Shares are to be awarded or offered for sale and when Options are to be granted under the Plan;

(v) To select the Offerees and Optionees;

(vi) To determine the number of Shares to be offered to each Offeree or to be made subject to each Option;

(vii) To prescribe the terms and conditions of each award or sale of Shares, including (without limitation) the Purchase Price, and to

specify the provisions of the Stock Purchase Agreement relating to such award or sale;

(viii) To prescribe the terms and conditions of each Option, including (without limitation) the Exercise Price, to determine whether such Option is to be classified as an ISO or as a Non-statutory Option, and to specify the provisions of the Stock Option Agreement relating to such Option;

(ix) To amend any outstanding Stock Purchase Agreement or Stock Option Agreement, subject to applicable legal restrictions and, to the extent such amendments adverse to the Offeree's or Optionee's interest, to the consent of the Offeree or Optionee who entered into such agreement;

(x) To prescribe the consideration for the grant of each Option or other right under the Plan and to determine the sufficiency of such consideration; and

(xi) To take any other actions deemed necessary or advisable for the administration of the Plan.

All decisions, interpretations and other actions of the Committee shall be final and binding on all Offerees, all Optionees, and all persons deriving their rights from an Offeree or Optionee. No member of the Committee shall be liable for any action that he or she has taken or has failed to take in good faith with respect to the Plan, any Option, or any right to acquire Shares under the Plan.

SECTION 3. INTENTIONALLY OMITTED

SECTION 4. ELIGIBILITY.

(A) GENERAL RULES. Only Employees (including, without limitation, independent contractors, consultants and legal counsel who are not members of the Board of Directors) shall be eligible for designation as Optionees or Offerees by the Committee. In addition, only Employees who are common-law employees of the Company or a Subsidiary shall be eligible for the grant of ISOs. Employees who are Outside Directors shall only be eligible for the grant of the Non-statutory Options described in Subsection (b) below.

(B) OUTSIDE DIRECTORS. Any other provision of the Plan notwithstanding, the participation of Outside Directors in the Plan shall be subject to the following restrictions:

(i) outside Directors shall receive no grants other than the Non-statutory options described in this Subsection (b)

(ii) All Non-statutory Options granted to an Outside Director under this Subsection (b) shall also become exercisable in fill in the event of the termination of such Outside Director's service because of death, Total and Permanent Disability or voluntary retirement at or after age 65.

(iii) The Exercise Price under all Non-statutory Options granted to an Outside Director under this Subsection (b) shall be equal to 100 percent of the Fair Market Value of a Share on the date of grant, payable in one of the forms described in Subsection (a), (b), (c) or (d) of Section 6.

(iv) Non-statutory options granted to an outside Director under this Subsection (b) shall terminate on the earliest of (A) the 10th anniversary of the date of grant, (B) the date three months after the termination of such Outside Director's service for any reason other than death or Total and Permanent Disability or (C) the date 12 months after the termination of such Outside Director's service because of death or Total and Permanent Disability.

The committee may provide that the Non-statutory Options that otherwise would be granted to an Outside Director under this Subsection (b) shall instead be granted to an affiliate of such Outside Director. Such affiliate shall then be deemed to be an Outside Director for purposes of the Plan, provided that the service—related vesting and termination provisions pertaining to the Non-statutory Options shall be applied with regard to the service of the Outside Director.

(C) ATTRIBUTION RULES. For purposes of Subsection (c) above, in determining stock ownership, an Employee shall be deemed to own the stock owned, directly or indirectly, by or for such Employee's brothers, sisters, spouse, ancestors and lineal descendants. Stock owned, directly or indirectly, by or for a corporation, partnership, estate or trust shall be deemed to be owned proportionately by or for its stockholders, partners or beneficiaries. Stock with respect to which such Employee holds an option shall not be counted.

(D) OUTSTANDING STOCK. For purposes of Subsection (c) above, “outstanding stock” shall include all stock actually issued and outstanding immediately after the grant. “Outstanding stock” shall not include shares authorized for issuance under outstanding options held by the Employee or by any other person.

SECTION 5. STOCK SUBJECT TO PLAN.

(A) BASIC LIMITATION. Shares offered under the Plan shall be authorized but unissued Shares or treasury Shares. The aggregate number of Shares which may be issued under the Plan (upon exercise of Options or other rights to acquire Shares) shall not exceed 750,000 Shares, subject to adjustment pursuant to Section 9. The number of Shares which are subject to Options or other rights outstanding at any time under the Plan shall not exceed the number of Shares which then remain available for issuance under the Plan. The Company, during the term of the Plan, shall at all times reserve and keep available sufficient Shares to satisfy the requirements of the Plan.

(B) ADDITIONAL SHARES. In the event that any outstanding Option or other right for any reason expires or is cancelled or otherwise terminated, the Shares allocable to the unexercised portion of such Option or other right shall again be available for the purposes of the Plan. In the event that Shares issued under the Plan are reacquired by the Company pursuant to a forfeiture provision, a right of repurchase or a right of first refusal. Such Shares shall again be available for the purposes of the Plan.

SECTION 6. TERMS AND CONDITIONS OF AWARDS OR SALES.

(A) AGREEMENT. Each award or sale of Shares under the Plan (other than upon exercise of an Option) shall be evidenced by an Agreement between the Offeree and the Company. Such award or sale shall be subject to all applicable terms and conditions of the Plan and may be subject to any other terms and conditions which are not inconsistent with the Plan and which the Committee deems appropriate for inclusion in an Agreement. The provisions of the various Agreements entered into under the Plan need not be identical.

(B) DURATION OF OFFERS AND NONTRANSFERABILITY OF RIGHTS. Any right to acquire Shares under the Plan (other than an Option) shall automatically expire if not exercised by the Offeree within 30 days after the grant of such right was communicated to the Offeree by the Committee. Such right shall not be transferable and shall be exercisable only by the Offeree to whom such right was granted.

(C) PURCHASE PRICE. The Purchase Price of Shares to be offered under the Plan shall not be less than 90 percent of the Fair Market Value of such Shares. Subject to the preceding sentence, the Purchase Price shall be determined by the Committee at its sole discretion. The Purchase Price shall be payable in a form described in Section 6.

(D) WITHHOLDING TAXES. As a condition to the award, sale or vesting of Shares, the Offeree shall make such arrangements as the Committee may require for the satisfaction of any federal, state, local or foreign withholding tax obligations that arise in connection with such Shares. The Committee may permit the Offeree to satisfy all or part of his or her tax obligations related to such Shares by having the Company withhold a portion of any Shares that otherwise would be issued to him or her or by surrendering any Shares that previously were acquired by him or her. The Shares withheld or surrendered shall be valued at their Fair Market Value on the date when taxes otherwise would be withheld in cash. The payment of taxes by assigning Shares to the Company, if permitted by the committee, shall be subject to such restrictions as the Committee may impose, including any restrictions required by rules of the Securities and Exchange Commission.

(E) RESTRICTIONS ON TRANSFER OF SHARES. Any Shares awarded or sold under the Plan shall be subject to such special forfeiture

conditions, rights of repurchase, rights of first refusal and other transfer restrictions as the Committee may determine. Such restrictions shall be set forth in the applicable Stock Purchase Agreement and shall apply in addition to any general restrictions that may apply to all holders of Shares.

SECTION 7. TERMS AND CONDITIONS OF OPTIONS.

(A) STOCK OPTION AGREEMENT. Each grant of an Option under the Plan shall be evidenced by a Stock Option Agreement between the Optionee and the Company. Such Option shall be subject to all applicable terms and conditions of the Plan and may be subject to any other terms and conditions which are not inconsistent with the Plan and which the Committee deems appropriate for inclusion in a Stock Option Agreement. The provisions of the various Stock Option Agreements entered into under the Plan need not be identical.

(B) NUMBER OF SHARES. Each Stock Option Agreement shall specify the number of Shares that are subject to the Option and shall provide for the adjustment of such number in accordance with Section 9. The Stock Option Agreement shall also specify whether the Option is an ISO or a Non-statutory Option.

(C) EXERCISE PRICE. Each Stock Option Agreement shall specify the Exercise Price. The Exercise Price of an ISO shall not be less than 100 percent of the Fair Market Value of a Share on the date of grant, except as otherwise provided in Section 4(c). The Exercise Price of a Non-statutory Option shall not be less than 85 percent of the Fair Market Value of a Share on the date of grant. Subject to the preceding two sentences, the Exercise Price under any Option shall be determined by the Committee at its sole discretion. The Exercise Price shall be payable in a form described in Section 8.

(D) WITHHOLDING TAXES. As a condition to the exercise of an Option, the Optionee shall make such arrangements as the Committee may require for the satisfaction of any federal, state, local or foreign withholding tax obligations that arise in connection with such exercise. The Optionee shall also make such arrangements as the Committee may require for the satisfaction of any federal, state, local or foreign withholding tax obligations that may arise in connection with the disposition of Shares acquired by exercising an Option. The Committee may permit the Optionee to satisfy all or part of his or her tax obligations related to the Option by having the Company withhold a portion of any Shares that otherwise would be issued to him or her or by surrendering any Shares that previously were acquired by him or her. Such Shares shall be valued at their Fair Market Value on the date when taxes otherwise would be withheld in cash. The payment of taxes by assigning Shares to the Company, if permitted by the Committee, shall be subject to such restrictions as the Committee may impose, including any restrictions required by rules of the Securities and Exchange Commission.

(E) EXERCISABILITY AND TERM. Each Stock Option Agreement shall specify the date when all or any installment of the Option is to become exercisable. The vesting of any Option shall be determined by the Committee at its sole discretion. A Stock Option Agreement may provide for accelerated exercisability in the event of the Optionee's death, Total and Permanent Disability or retirement or other events. The Stock Option Agreement shall also specify the term of the Option. The term shall not exceed 10 years from the date of grant, except as otherwise provided in Section 4(c). Subject to the preceding sentence, the Committee at its sole discretion shall determine when an Option is to expire.

(F) NONTRANSFERABILITY. During an Optionee's lifetime, such Optionee's Option(s) shall be exercisable only by him or her and shall not be transferable, unless permitted by the Stock Option Agreement. In the event of an Optionee's death, such Optionee's Option(s) shall not be transferable other than by will, by a beneficiary designation executed by the Optionee and delivered to the Company, or by the laws of descent and distribution.

(G) TERMINATION OF SERVICE (EXCEPT BY DEATH). If an Optionee's Service terminates for any reason other than the Optionee's death, then such Optionee's Option(s) shall expire on the earliest of the following occasions:

(i) The expiration date determined pursuant to Subsection (e) above;

(ii) The date 90 days after the termination of the Optionees Service for any reason other than Total and Permanent Disability; or

(iii) The date six months after the termination of the Optionee s Service by reason of Total and Permanent Disability.

The Optionee may exercise all or part of his or her Option(s) at any time before the expiration of such Option(s) under the preceding sentence, but only to the extent that such Option(s) had become exercisable before the Optionee's Service terminated or became exercisable as a result of the termination. The balance of such Option(s) shall lapse when the Optionee's Service terminates. In the event that the Optionee dies after the termination of the Optionee's Service but before the expiration of the Optionee's Option(s), all or part of such Option(s) may be exercised (prior to expiration) by his or her designated beneficiary (if applicable), by the executors or administrators of the Optionee's estate or by any person who has acquired such Option(s) directly from the Optionee by bequest or inheritance, but only to the extent that such Option(s) had become exercisable before the Optionee's Service terminated or became exercisable as a result of the termination.

(H) LEAVES OF ABSENCE. For purposes of Subsection (g) above, Service shall be deemed to continue while the Optionee is on sick leave or other bona fide leave of absence (as determined by the Committee) . The foregoing notwithstanding, in the case of an ISO granted under the Plan. Service shall not be deemed to continue beyond the first 90 days of such leave, unless the Optionee's reemployment rights are guaranteed by statute or by contract.

(I) DEATH OF OPTIONEE. If an Optionee dies while he or she is in Service, then such Optionee's Option(s) shall expire on the earlier of the following dates:

(i) The expiration date determined pursuant to Subsection (e) above; or

(ii) The date six months after the Optionee's death.

All or part of the Optionee's Option(s) may be exercised at any time before the expiration of such Option(s) under the preceding sentence by his or her designated beneficiary (if applicable), by the executors or administrators of the Optionee's estate or by any person who has acquired such Option(s) directly from the Optionee by bequest or inheritance, but only to the extent that such Option(s) had become exercisable before the Optionee's death or became exercisable as a result of the Optionee's death. The balance of such Option(s) shall lapse when the Optionee dies.

(J) NO RIGHTS AS A STOCKHOLDER. An Optionee, or a transferee of an Optionee, shall have no rights as a stockholder with respect to any Shares covered by his or her Option until the date of the issuance of a stock certificate for such Shares. No adjustments shall be made, except as provided

in Section 9.

(K) MODIFICATION. EXTENSION AND RENEWAL OF OPTIONS. Within the limitations of the Plan, the Committee may modify, extend or renew outstanding Options or may accept the cancellation of outstanding Options (to the extent not previously exercised) in return for the grant of new Options at the same or a different price. The foregoing notwithstanding, no modification of an option shall, without the consent of the Optionee, impair such Optionee s rights or increase his or her obligations under such Option.

(L) RESTRICTIONS ON TRANSFER OF SHARES. Any Shares issued upon exercise of an Option shall be subject to such special forfeiture conditions, rights of repurchase, rights of first refusal and other transfer restrictions as the Committee may determine. Such restrictions shall be set forth in the applicable Stock Option Agreement and shall apply in addition to any general restrictions that may apply to all holders of Shares.

SECTION 8. PAYMENT FOR SHARES.

(A) GENERAL RULE. The entire Purchase Price or Exercise Price of Shares issued under the Plan shall be payable in lawful money of the United States of America at the time when such Shares are purchased, except as follows:

(i) In the case of Shares sold under the terms of a Stock Purchase Agreement subject to the Plan, payment shall be made only pursuant to the express provisions of such Stock Purchase Agreement. However, the Committee (at its sole discretion) may specify in the Stock Purchase Agreement that payment may be made in one or all of the forms described in Subsections (e), (f) and (g) below.

(ii) In the case of an ISO granted under the Plan, payment shall be made only pursuant to the express provisions of the applicable Stock Option Agreement. However, the Committee (at its sole discretion) may specify in the Stock Option Agreement that payment may be made pursuant to Subsections (b), (c), (d), (1) or (g) below.

(iii) In the case of a Non-statutory Option granted under the Plan, the committee (at its sole discretion) may accept payment pursuant to Subsections (b), (c), (d), (f) or (g) below.

(B) SURRENDER OF STOCK. To the extent that this Subsection (b) is applicable, payment may be made all or in part with Shares which have already been owned by the Optionee or his or her representative for more than 12 months and which are surrendered to the Company in good form for transfer, Such Shares shall be valued at their Fair Market Value on the date when the new Shares are purchased under the Plan.

(C) EXERCISE/SALE. TO THE EXTENT THAT THIS SUBSECTION (C) is applicable, payment may be made by the delivery (on a form prescribed by the Company) of an irrevocable direction to a securities broker approved by the Company to sell Shares and to deliver all or part of the sales proceeds to the Company in payment of all or part of the Exercise Price and any withholding taxes.

(D) EXERCISE/PLEDGE. To the extent that this Subsection (d) is applicable, payment may be made by the delivery (on a form prescribed by the Company) of an irrevocable direction to pledge Shares to a securities broker or lender approved by the Company, as security for a loan, and to deliver all or part of the loan proceeds to the Company in payment of all or part of the Exercise Price and any withholding taxes.

(E) SERVICES RENDERED. To the extent that this Subsection (e) is applicable, Shares may be awarded under the Plan in consideration of services rendered to the Company or a Subsidiary prior to the award. If Shares are awarded without the payment of a Purchase Price in cash, the Committee shall make a determination (at the time of the award) of the value of the services rendered by the Offeree and the sufficiency of the consideration to meet the requirements of Section 6(c).

(F) PROMISSORY NOTE. To the extent that this Subsection (f) is applicable, a portion of the Purchase Price or Exercise Price, as the case may be, of Shares issued under the Plan maybe payable by a full recourse promissory note, provided that (i) the par value of such Shares must be paid in lawful money of the United States of America at the time when such Shares are purchased, (ii) the Shares are security for payment of the principal amount of the promissory note and interest thereon and (iii) the interest rate payable under the terms of the promissory note shall be no less than the minimum rate (if any) required to avoid the imputation of additional interest under the Code. Subject to the foregoing, the Committee (at its sole discretion) shall specify the term, interest rate, amortization requirements (if any) and other provisions of such note.

(G) OTHER FORMS OF PAYMENT. To the extent that this Subsection (g) is applicable, payment may be made in any other form approved by the Committee, consistent with applicable laws, regulations and rules.

SECTION 9. ADJUSTMENT OF SHARES.

(A) GENERAL. In the event of a subdivision of the outstanding Stock, a declaration of a dividend payable in Shares, a declaration of a dividend payable in a form other than Shares in an amount that has a material effect on the value of Shares, a combination or consolidation of the outstanding Stock (by reclassification or otherwise) into a lesser number of Shares, a recapitalization, a spinoff or a similar occurrence, the Committee shall make appropriate adjustments in one or more of (i) the number of Shares available for future grants under Section 5, (ii) the number of Non-statutory Options to be granted to Outside Directors under Section 4(b), (iii) the number of Shares covered by each outstanding Option or (iv) the Exercise Price under each outstanding Option.

(B) REORGANIZATIONS. In the event that the company is a party to a merger or other reorganization, outstanding Options shall be subject to the agreement of merger or reorganization. Such agreement may provide, without limitation, for the assumption of outstanding Options by the surviving corporation or its parent, for their continuation by the Company (if the Company is a surviving corporation) , for payment of a cash settlement equal to the difference between the amount to be paid for one Share under such agreement and the Exercise Price, or for the acceleration of their exercisability followed by the cancellation of Options not exercised, in all cases without the Optionees' consent. Any cancellation shall not occur until after such acceleration is effective and Optionees have been notified of such acceleration. In the case of Options that have been outstanding for less than 12 months, a cancellation need not be preceded by acceleration.

(C) RESERVATION OF RIGHTS. Except as provided in this Section 9, an Optionee or Offeree shall have no rights by reason of any subdivision or consolidation of shares of stock of any class, the payment of any dividend or any other increase or decrease in the number of shares of stock of any class. Any issue by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, shall not affect, and no adjustment by reason thereof shall be made with respect to; the number or Exercise Price of Shares subject to an Option. The grant of an Option pursuant to the Plan shall not affect in any way the right or power of the Company to make adjustments, reclassifications, reorganizations or changes of its capital or business structure, to merge or consolidate or to dissolve, liquidate, sell or transfer all or any part of its business or assets.

SECTION 10. SECURITIES LAWS.

Shares shall not be issued under the Plan unless the issuance and delivery of such Shares complies with (or is exempt from) all applicable requirements of law, including (without limitation) the Securities Act of 1933, as amended, the rules and regulations promulgated thereunder, state securities laws and regulations, and the regulations of any stock exchange on which the Company's securities may then be listed.

SECTION 11. NO RETENTION RIGHTS.

Neither the Plan nor any Option shall be deemed to give any individual a right to remain an employee, consultant or director of the Company or a Subsidiary. The Company and its Subsidiaries reserve the right to terminate the service of any employee, consultant or director. at any time, with or

without cause, subject to applicable laws, the Company's certificate of incorporation and by-laws and a written employment agreement (if any).

SECTION 12. DURATION AND AMENDMENTS.

(A) TERM OF THE PLAN. The Plan, as set forth herein, shall become effective as of August __, 2017. The Plan shall terminate automatically 10 years after its initial adoption by the Board of Directors on August __, 2027, and may be terminated on any earlier date pursuant to Subsection (b) below.

(B) RIGHT TO AMEND OR TERMINATE THE PLAN. The Board of Directors may, subject to applicable law, amend, suspend or terminate the Plan at any time and for any reason. An amendment to the Plan shall require stockholder approval only to the extent required by applicable law.

(C) EFFECT OF AMENDMENT OR TERMINATION. No Shares shall be issued or sold under the Plan after the termination thereof, except upon exercise of an Option granted prior to such termination. The termination of the Plan, or any amendment thereto shall not affect any Share previously issued or any Option previously granted under the Plan.

SECTION 13. EXECUTION.

To record the adoption of the Plan by the Board of Directors on August 10, 2017, the Company has caused its authorized officer to execute the same.

HIP CUISINE, INC.,
a Florida corporation

By: _____
Natalia Lopera, Chief Executive Officer

Service Agreement
for
Program Management

This Service Agreement is entered into between JAS Consulting, Inc. a (Hereinafter "JAS"), a "healthcare electronic claims processing and practice management services company and, PreCheck Health Services, (hereinafter "Client"), a healthcare provider.

WHEREAS, JAS is a healthcare billing and practice management services company which provides computerized claims, billing and collection services to healthcare providers and which files medical insurance claims on behalf of healthcare providers with government and commercial companies by electronic and paper means, and which also provides for billing services directly to patients or for patient's portion of healthcare provider fees not covered by insurance; and

WHEREAS, the Client desires to retain JAS to provide claims and billing services whereby JAS will file insurance claims with government and commercial companies by electronic and paper means on behalf of Client;

NOW, THEREFORE, in consideration of the promises and covenants contained herein and for other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Commencing on January 1, 2019 and will continue until December 31, 2019, JAS will process all the Client's medical insurance claims for payment by government and commercial companies by either electronic or paper means. The Client agrees to make available to JAS all information necessary to properly process the Client's claims and to submit all such billing and insurance information to JAS daily. In return, JAS will process and submit all Clients' claims within 72 hours by electronic means wherever possible, and by paper means otherwise. The scope of services provide by JAS will be as follows:
   JAS will bill all future claims.
   JAS will utilize Clinic's current software and provide JAS unlimited access to such.
2. JAS will provide Client a direct fax number and email, through which the Client will provide to JAS claims and billing information necessary for JAS to properly process the Client's claims.
3. All patient information and data provided by the Client to JAS shall be kept confidential and shall not be disclosed to anyone outside of JAS other than to the extent necessary for JAS to process and submit claims for the Client. In addition, the Client will not divulge the contents, terms or conditions of this Services Agreement to any third party without the express written consent of JAS.

4. JAS will not charge a one-time setup fee. This is normally charged to cover the cost of gathering information from the Client and setting up the Clients files for entry into the computer system. The information and initial setup covered by this fee includes, but not limited to: Doctor Profile; Listing of Current Insurance Companies Used; Referring Physicians; Facilities at Which Doctor is Accepted or Transfers Work; Diagnostic Codes; Procedure Codes and Fees; Signed Patient Registration Forms (to be kept in Client's office); Registration with Clearinghouse which will distribute claims to the carriers.
5. The Client will pay to JAS $20.00 for each ANS/ABI adjudicated test and $10.00 for each ABI only adjudicated test.
6. JAS shall provide to Client management reports regarding the practice on a timely basis. The types of Monthly Management Reports available shall be; Insurance Aging Report, Patient Aging report & Practice Analysis.
7. Client agrees to provide JAS a credit card or bank account drafting authorization; on file for payment.
8. JAS will close its books for billing purposes on the last day of each week and will bill the client for its services by the 1st day of succeeding week for the previous week's collections. If the Client fails to remit payment within the time set forth in this paragraph, the Client will be responsible for paying, in addition to the principal amount billed, a 4% per week late charge for each week or any portion thereof payment of the billing is late. If payment is not received by the 15th day proceeding payment due date, the credit card will be charged or bank account will be drafted.
9. Either party may terminate this Service Agreement at any time by providing a 30-day written notice of the deficiency and provide the other party 30 days to correct the deficiency. If no notice is given, an average collected per month will be invoiced to client.
10. JAS will be serving as a conduit of information and claims data between Client and many insurance payers, both government and commercial. Client will be providing all such claims information and data to JAS, including but not limited to the procedure codes, identifying the exact procedures Client has performed on patients. Client verifies that all such procedures were in fact performed on the patients as specified. JAS has no authority to and will not change any of these procedure codes without the express permission and direction of Client.
11. Client understands that JAS is relying entirely on the claims and billing information supplied to JAS by Client in preparing and submitting insurance claims for payment on behalf of Client. Client warrants and represents that all such claims and billing information is entirely accurate and truthful. If any investigation is initiated or if any action is brought by any individual, company or entity whatsoever regarding any of the claims filed by JAS on behalf of Client, then Client agrees to cooperate fully in any such investigation or action and shall provide all relevant supporting documentation to support the claim(s) filed.
12. Both parties agree to indemnify and hold neither harmless for any and all damages or penalties imposed, and any attorney's fees incurred by the other party in defending any such action resulting from Client's failure to provide truthful and accurate billing and claims information.

13. This Service Agreement shall be interpreted under the laws of the State of Texas and any disputes between the parties concerning the validity, interpretation or performance of any of the terms or provisions of this Service Agreement or of any rights or obligations of the parties hereto shall be resolved in Texas.
14. Any notices or communications anticipated by this Service Agreement shall be directed to the parties as follows: JAS Consulting, Inc. 305 Woodard St. Denison, TX 75020.
15. This Service Agreement represents the entire agreement between the parties and shall not be modified unless done so in writing signed by or on behalf of both parties.
16. This Service Agreement shall be binding upon and inure to the benefit on the heirs, legatees, successors, and assigns of each of the parties.

Executed this 1st day of January, 2019.

By: _____
PreCheck Health Services, Inc.

By: _____
JAS Consulting, Inc.

EXHIBIT 10.7

Dated: November 26, 2018

NATURE'S BEST BRANDS, INC.
305 W. Woodard Street, Suite 221
Denison, TX 75020

Re: Note Purchase Agreement

Ladies and Gentlemen:

The undersigned purchaser (the "Purchaser") hereby agrees to purchase from Nature's Best Brands, Inc., a Florida corporation (the "Company"), the Company's non-interest bearing convertible note due November 30, 2019 (the "Note," and, together the other notes of like tenor issues pursuant to note purchase agreements, the "Notes") set forth on the signature page of this Agreement at a purchase price equal to five-sixths of the principal amount of the Note, representing a principal amount which is 120% of the purchase price. The Notes shall be in substantially the form of Exhibit A to this Agreement. The Company is offering up to $900,000 principal amount of Notes (for a total purchase price of $750,000); however, there is no minimum principal amount of Notes which must be sold. The Company may, in its sole discretion and without notice to the Purchaser, increase the principal amount of Notes being offered. The Notes will be sold in the minimum principal amount of $60,000 (for a $50,000 purchase price); however, the Company may, in its sole discretion, accept subscriptions for an investment of less than $50,000.

1. The Purchaser shall pay the Purchase Price by wire transfer in accordance with instructions by the Company contemporaneously with the execution of this Agreement.

2. The Company represents and warrants to the Purchaser as follows:

(a) The Company is a corporation organized, validly existing and in good standing under the laws of the State of Florida, has all requisite power and authority to own and operate its properties and assets and to carry on its business as presently and proposed to be conducted. The Company has not failed to qualify to transact business as a foreign corporation in any jurisdiction where the failure to be so qualified would materially and adversely affect the business, properties, prospects or financial conditions of the Company (a "Material Adverse Effect").

(b) This Agreement and the Notes have been authorized by board of directors of the Company and, when executed by the Company and the Purchaser, will constitute the valid and binding agreements of the Company, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, liquidation, fraudulent conveyance and other similar laws relating to, or affecting generally, the enforcement of creditors' rights and remedies and except that remedies that the grant equitable relief are in the discretion of the court.

(c) Upon issuance, the Conversion Securities, as defined in the Notes, will have been authorized by the Company's board of directors and the Conversion Securities, when issued pursuant to the terms of the Notes will be free of restrictions on transfer other than restrictions on transfer under the Securities Act and other applicable state and federal securities laws and restrictions incurred by the Purchaser or to the which the Purchaser is subject.

(d) The execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated hereby will not, with or without the passage of time or giving of notice, result in any such material violation or default or result in the creation of any material lien, charge or encumbrance upon any asses of the Company or the suspension, revocation, impairment, forfeiture or nonrenewal of any material permit, license, authorization or approval applicable to the Company, its business or operations, or any of its assets or properties.

(e) There is no action, suit, proceeding or investigation pending or, to the Company's knowledge, currently threatened against the Company that questions the validity of this Agreement or the Notes or the right of the Company to enter into this Agreement, to issue the Notes or to consummate the transactions contemplated hereby, or that could reasonably be expected to result, if determined adversely to the Company, in a Material Adverse Effect. The Company is not a party to, or to the Company's knowledge named in, any order, writ, injunction, judgment or decree of any court, government agency or instrumentality.

(f) Subject in part to the truth and accuracy of the Purchaser's representations set forth in this Agreement, the offer, sale and issuance of the Notes as contemplated by this Agreement are exempt from the registration requirements of the Securities Act, and neither the Company nor any authorized agent acting on its behalf will take any action hereafter that would cause the loss of such exemption.

(g) The Company has provided the Purchaser with all the information reasonably available to the Company that the Purchaser has requested for deciding whether to purchase the Notes. The Purchaser acknowledges that the Company's filings under the Securities Act and the Securities Exchange Act of 1934 are available to the public through the Securities and Exchange Commission's EDGAR system.

(h) Neither the Company nor any of its executive officers, directors, 10% of greater equity holders (nor any other Company-related person covered by the applicable statute) is subject to any of the "bad actor" disqualifications described in Rule 506(d)(1)(i) to (viii) under the Securities Act or disclosure requirements of Rule 506(e). In 2001, the SEC filed an action filed against Larry Biggs, Jr., a director and chief executive officer of the Company, and others seeking an injunction and civil penalties against Mr. Biggs and others, who were former officers of MAX Internet Communications, Inc. In settling the matter, the defendants agreed to accept permanent injunctions barring future violations of the anti-fraud, record-keeping and reporting provisions of the federal securities laws and Mr. Biggs paid a $40,000 penalty.

(i) No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Company.

3. The Purchaser hereby represents, warrants, covenants and agrees as follows:

(a) The Purchaser understands that the offer and sale of the Notes is being made only by means of this Agreement. The Purchaser understands that the Company has not authorized the use of, and the Purchaser confirms that he is not relying upon, any other information, written or oral, other than material contained in this Agreement. **The Purchaser is aware that the purchase of the Notes involves a high degree of risk and that the Purchaser may sustain, and has the financial ability to sustain, the loss of his entire investment. The Purchaser understands that the Company is operating at a loss, and can give no assurance that the Company will ever be profitable, and the Company will need additional financing both to enable it to pay the Notes when they become due and for its operations, and the failure of the Company to raise additional funds when required is likely to have a material adverse effect upon its business and its ability to pay the Notes and to continue in business, and any financing may result in dilution to the Company's stockholders. In purchasing the Notes, the Purchaser is not relying upon any projections, forecasts or any statements of any kind relating to future revenue, earnings, operations or cash flow. Further, the Purchaser understands that in the event that that Company is not able to sell all of the $750,000 principal amount of Notes offered, the Company may not have sufficient funds for its**

immediate cash requirement.

(b) In connection with its purchase of the Notes, the Purchaser understands that the Company's business is subject to numerous risks,

including the risk that the Company may not be able to sell all of the Notes offered. In this connection, the Purchaser understands that, until recently, the Company, through its subsidiaries, operated four restaurants that offer healthy food, coffee and juice, two in Panama and two in California, and that such business has been substantially discontinued. The Company intends to negotiate a non-exclusive distribution agreement with a manufacturer of medical device systems used for various forms of screening which provides physicians and medical professionals with useful data utilized for maximizing the management of patients' health, and upon entering into such an agreement, to market the equipment. The Company has never generated any revenue from such business, and the Company can give no assurance that it can or will ever successfully negotiate a distribution agreement on acceptable terms, compete in the marketing of medical equipment, operate profitably or generate positive cash flow. The Purchaser is familiar with the medical equipment business and the significant risks involved in entering into such a business, and the Purchaser has the ability to evaluate the risks inherent in the purchase of debt securities issued by a pre-revenue company that proposes to be engaged in the medical equipment field.

(c) The Purchaser understands that there is no minimum offering and, accordingly, it is possible that the Company may not sell any Notes other than those previously sold, if any, and the Notes purchased by the Purchaser. The failure of the Company to sell all of the Notes offered may impair its ability to develop its business and operations.

(d) The Purchaser is an accredited investor and the information set forth in the Accredited Investor Questionnaire, which is set forth as Exhibit B, is true and correct.

(e) The Purchaser is a sophisticated investor, with significant prior investment experience, including investment in non-listed and non-registered securities and investments in early stage, pre-revenue companies. The Purchaser is knowledgeable about investment considerations in unregistered and restricted securities and securities issued by early-stage development companies with no history or revenue or earnings. The Purchaser has a sufficient net worth to sustain a loss of his or her entire investment in the Company and recognizes the possibility that he or she may sustain the loss of his or her entire investment. The Purchaser's overall commitment to investments which are not readily marketable is not excessive in view of the Purchaser's net worth and financial circumstances and the purchase of the Notes will not cause such commitment to become excessive. The investment is a suitable investment for the Purchaser. The Purchaser has engaged its own counsel, accountants and investment advisors to the extent that the Purchaser deems it necessary. Further, the Purchaser understands that the Conversion Securities are securities to be issued in a private placement, the terms of which and the nature of the Conversion Securities have not been determined. The Company has given no assurance that it will be able to raise funds in a private placement prior to the maturity date of the Note, and its failure to do so may impair its ability to pay the principal amount of the Notes at maturity as well as its ability to develop its business.

(f) The Purchaser understands that he or she has no registration rights with respect to the Conversion Securities, which means that the Company has no obligation to take any steps to enable the Purchaser to sell any Conversion Securities.

(g) The Purchaser is acquiring the Notes, and upon conversion, the Conversion Securities for investment and not with a view to the sale or distribution thereof, for the Purchaser's own account and not on behalf of others; has not granted any other person any interest or participation in or right or option to purchase all or any portion of the Notes; is aware that the Notes and Conversion Securities are restricted securities within the meaning of Rule 144 of the SEC under the Securities Act, and may not be sold or otherwise transferred other than pursuant to an effective registration statement or an exemption from registration.

(h) The Purchaser will not transfer any Notes or Conversion Securities except in compliance with all applicable federal and state securities laws and regulations, and, in such connection, the Company may request an opinion of counsel reasonably acceptable to it as to the availability of any exemption.

(i) If the Purchaser is a citizen or resident of any country other than the United States, the Purchaser has taken such steps as he deems necessary to satisfy itself that the purchase of the Noes by the Purchase is not in violation of the laws of such country.

(j) The Purchaser represents and warrants that no broker or finder was involved directly or indirectly in connection with the Purchaser's purchase of the Notes pursuant to this Agreement. The Purchaser shall indemnify the Company and hold it harmless from and against any manner of loss, liability, damage or expense, including fees and expenses of counsel, resulting from a breach of the Purchaser's warranty contained in this Section 3(j).

(k) The Purchaser has a pre-existing relationship with the Company and its management ("preexisting relationship"). A preexisting relationship includes any relationship consisting of personal or business contacts of a nature to enable an issuer to evaluate a prospective investor's sophistication, financial circumstances, and ability to understand the nature and risks related to an investment in the issuer.

(l) The Purchaser acknowledges and agrees that the Company will refuse to register any transfer of the Notes and Conversion Securities that is not made pursuant to an available exemption from the registration requirements of the Securities Act and in accordance with applicable state securities laws.

(m) No person has made to the Purchaser any written or oral representations:

(i) that any person will resell or repurchase any Notes or Conversion Securities;

(ii) that any person will refund the Purchase Price of any of the Notes;

(iii) as to the future price or value of the Notes or the Conversion Securities; or

(iv) the terms of any Conversion Securities.

(n) The funds used to pay the Purchase Price were not and are not directly or indirectly derived from activities that contravene (i) United States federal, state, or international laws and regulations, including anti-money laundering laws and regulations or (ii) anti-money laundering and similar laws and regulations of the country in which the Purchaser is a citizen or resident. United States federal regulations and Executive Orders administered by Office of Foreign Assets Control ("OFAC") prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals. The lists of OFAC prohibited countries, territories, persons and entities can be found on the OFAC website at http://www.treas.gov/ofac. In addition, the programs administered by OFAC (the "OFAC Programs") prohibit dealing with individuals or entities in certain countries regardless of whether such individuals or entities appear on the OFAC lists.

(o) To the best of the Purchaser's knowledge, none of: (i) the Purchaser; (ii) any person controlling or controlled by the Purchaser; (iii) any person having a beneficial interest in the Purchaser; or (iv) any person for whom the Purchaser is acting as agent or nominee in connection with the purchase of the Notes:

(i) is a country, territory, individual or entity named on an OFAC list, or a person or entity prohibited under the OFAC Programs. The Purchaser agrees to promptly notify the Company should the Purchaser become aware of any change in the information set forth in these representations; or

(ii) is a senior foreign political figure[1], or any immediate family[2] member or close associate[3] of a senior foreign political figure, as such terms are defined in the footnotes below.

(p) The Purchaser is not affiliated with a non-U.S. banking corporation.

(q) The Purchaser's address set forth on the signature page is the Purchaser's true and correct address.

(r) The information provided in the Purchaser's accredited investor questionnaire, which is Exhibit B, is true and correct in all respects. The Purchaser will promptly notify the Company in the event of any change in the Purchaser's status as an accredited investor.

(s) The Purchaser understands that the Company is relying upon the truth and accuracy of, and the Purchaser's compliance with, the representations, warranties and agreements of the Purchaser set forth herein, and the Purchaser acknowledges that he is not relying on any representation or warranty by the Company except as expressly set forth in this Agreement.

(t) Neither the Purchaser nor any affiliate of the Purchaser is a "bad actor" as defined in Section 506(d) of the SEC pursuant to the Securities Act.

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[1] A "senior foreign political figure" is defined as a senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign government-owned corporation. In addition, a "senior foreign political figure" includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure.

[2] The "immediate family" of a senior foreign political figure typically includes the figure's parents, siblings, spouse, children and in-laws.

[3] A "close associate" of a senior foreign political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the senior foreign political figure.

4. (a) This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof, superseding any and all prior or contemporaneous oral and prior written agreements, understandings, term sheets and letters of intent. This Agreement may not be modified or amended nor may any right be waived except by a writing which expressly refers to this Agreement, states that it is a modification, amendment or waiver and is signed by all parties with respect to a modification or amendment or the party granting the waiver with respect to a waiver. No course of conduct or dealing and no trade custom or usage shall modify any provisions of this Agreement.

(b) All notices provided for in this Agreement shall be in writing signed by the party giving such notice, and delivered personally or sent by overnight courier, mail or messenger against receipt thereof or sent by registered or certified mail, return receipt requested, or by facsimile transmission or similar means of communication if receipt is confirmed. Notices shall be deemed to have been received on the date of delivery or attempted personal delivery if sent by registered or certified mail, by messenger or by an overnight courier services which provides evidence of delivery or attempted delivery, of if sent by telecopier or e-mail, upon the date of receipt provided that receipt is acknowledge by the recipient. Notices shall be sent to the Company or the Purchaser at the address set forth on the signature page of this Agreement to the attention of the person who executed this Agreement on behalf of such party. Any party may, by like notice, change the address, person, telecopier number or e-mail to which notice shall be sent.

(c) This Agreement shall be governed and construed in accordance with the laws of the State of New York applicable to agreements executed and to be performed wholly within such State, without regard to any principles of conflicts of law. Each of the parties hereby (i) irrevocably consents and agrees that any legal or equitable action or proceeding arising under or in connection with this Agreement may be brought in the federal or state courts located in the County of New York in the State of New York, (ii) by execution and delivery of this Agreement, irrevocably submits to and accepts the jurisdiction of said courts, (iii) waives any defense that such court is not a convenient forum, and (iv) consent that any service of process may be made (x) in the manner set forth in Section 4(b) of this Agreement (other than by telecopier or e-mail), or (y) by any other method of service permitted by law.

(d) THE COMPANY AND THE PURCHASER WAIVE THE RIGHT TO A TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW.

(e) This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

(f) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

(g) Words importing the singular number only shall include the plural and vice versa, words importing the masculine, feminine or neuter gender shall include the other genders.

(h) The representations, warranties and covenants set forth in this Agreement or in any other writing delivered in connection with this Agreement and the purchase the Units shall survive the issuance of the Units.

(i) Each party shall pay its own expenses in connection with this Agreement

(j) If less than a complete copy of this Agreement is delivered to the Company, the Company and its advisors (including legal counsel) are entitled to assume that the Purchaser accepts and agrees, and the Purchaser shall be deemed to have accepted and agreed, to all of the terms and conditions of the pages not delivered unaltered.

[Signatures on following page]

Please confirm your agreement with the foregoing by signing this Agreement where indicated. If the Purchaser is purchasing as joint tenants, tenants in common, joint tenants with right of survivorship (JTROS) or as community property owners, all Purchasers should sign a signature page and provide the required identification.

Principal Amount of Notes Being Purchased: $98,400

Purchase Price: $82,000

Purchaser:

/s/ Doug Samuelson

Signature of Purchaser

Name: Doug Samuelson.

Title: CFO

Address of Purchaser:6025 Macadam Ct., Agoura Hills, CA 91301

Telecopier of Purchaser: NA

E-mail of Purchaser: doug.samuelson@yahoo.com

Social Security or Taxpayer Identification Number of Purchaser:

Please attach copy of passport of government-issued identification

Accepted this day of , 2018

AGREED TO:
NATURE'S BEST BRANDS, INC.
305 W. Woodard Street, Suite 221
Denison, TX 75020
Email: Larry@LarryBiggs.com

Telecopier:

NATURE'S BEST BRANDS, INC.

By: /s/ Lawrence Biggs

Name: Lawrence Biggs

Title: Chief Executive Officer

[Signature page to Nature's Best Brands, Inc. Note Purchase Agreement]

Exhibit A

NEITHER THIS NOTE NOR THE SECURITIES INTO WHICH THIS NOTE IS CONVERTIBLE HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS.

Original Issue Date: November 26, 2018 $98,400

NON-INTEREST BEARING CONVERTIBLE NOTE DUE NOVEMBER 30, 2019

FOR VALUE RECEIVED, Nature's Best Brands, Inc.., a Florida corporation (the "Company") promises to pay to Doug Samuelson or registered assigns (the "Holder"), the principal sum of $98,400 on November 30, 2019 (the "Maturity Date") or such earlier date as this Note is required or permitted to be repaid as provided hereunder. This Note and the other notes of like tenor issued pursuant to the Note Purchase Agreement are collectively referred to as the "Notes." This Note is subject to the following provisions:

Section 1. Definitions. For the purposes hereof, in addition to the terms defined elsewhere in this Note, (a) capitalized terms not otherwise defined in this Note shall have the meanings set forth in the Note Purchase Agreement, and (b) the following terms shall have the following meanings:

"Bankruptcy Event" means any of the following events: (a) the Company commences a case or other proceeding under any bankruptcy, reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar law of any jurisdiction relating to the Company, (b) there is commenced against the Company any such case or proceeding that is not dismissed within 90 days after commencement, (c) the Company is adjudicated insolvent or bankrupt or any order of relief or other order approving any such case or proceeding is entered, (d) the Company suffers any appointment of any custodian or the like for it or any substantial part of its property that is not discharged or stayed within 90 calendar days after such appointment, (e) the Company makes a general assignment for the benefit of creditors, (f) the Company calls a meeting of its creditors with a view to arranging a composition, adjustment or restructuring of its debts, or (g) the Company, by any act or failure to act, expressly indicates its consent to, approval of or acquiescence in any of the foregoing or takes any corporate or other action for the purpose of effecting any of the foregoing.

"Business Day" means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

"Conversion" shall have the meaning ascribed to such term in Section 3.

"Conversion Price" shall mean the price paid by investors in the Next Financing for the Conversion Securities.

"Conversion Securities" means, collectively, the securities issuable in the Next Financing.

"Note" means this Non-Interest Bearing Convertible Note.

"Notes" means this Note together with the other notes of like tenor issued pursuant to the Note Purchase Agreement.

"Note Purchase Agreement" means the Note Purchase Agreement between the Company, the and the original Holder, as amended, modified or supplemented from time to time in accordance with its terms and note purchase agreements of like tenor executed by the Company and other purchasers of Notes.

"Note Register" shall have the meaning set forth in Section 2.

"Event of Default" shall have the meaning set forth in Section 5(a).

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"New York Courts" shall have the meaning set forth in Section 6(d).

"Next Financing" shall mean the first private placement by the Company of its securities that follows the issuance of the Notes, regardless of whether the Company shall have sold the maximum principal amount of Notes proposed to be offered. The Company will determine when the Next Financing occurs and the terms of the Next Financing, including the securities to be issued in the Next Financing and the purchase price of the securities to be offered in the Next Financing.

"Notice of Conversion" shall mean the Notice of Conversion attached as Annex A to this Note.

"Original Issue Date" means the date of the first issuance of this Note, regardless of any transfers of this Note and regardless of the number of instruments which may be issued to evidence this Note.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

Section 2. Investment Representation; Note Register.

(a) Investment Representations. This Note has been issued subject to certain investment representations of the original Holder set forth in the Note Purchase Agreement and may be transferred or exchanged only in compliance with the Note Purchase Agreement and applicable federal and state securities laws and regulations.

(b) Reliance on Note Register. Prior to due presentment for transfer to the Company 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 Note Register as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this Note is overdue, and neither the Company nor any such agent shall be affected by notice to the contrary.

Section 3. Conversion.

(a) Notice of Next Financing. The Company shall give the Holder reasonable notice prior to the Next Financing and the proposed terms of the Next Financing. The Company shall promptly notify the Holder of any changes in the terms of the Next Financing or the Conversion Securities.

(b) Conversion. The number of, the rights of the holders of, and the terms of any Conversion Securities being issued upon conversion or all or a portion of this Note shall be determined by dividing the principal amount of this Note being converted by the purchase price of the Conversion Securities in the Next Financing, with any fractional Conversion Securities being rounded up to the next higher whole number of Conversion Securities. The Holder shall have, with respect to the Conversion Securities issued to the Holder, the same rights as are granted to the investors in the Next Financing; provided, that the Company may require the Holder to execute any documents which are executed by investors in the Next Financing in order to provide for such rights. With respect to both the automatic conversion and the optional conversion, in the event that the Company modifies the price at which the Conversion Securities are sold or the terms of the Conversion Securities after the initial issuance of Conversion Securities to the Holder in a manner which is favorable to the Holder, the Holder shall be entitled to receive the benefit of such change and the Company shall promptly issue to the Holder such additional or replacement Conversion Securities as may be necessary to provide the Holder with the more favorable terms or more favorable Conversion Securities. The Company may, as a condition to the delivery of Conversion Securities that have been modified from the Conversion Securities initially issued to the Holder, require the Holder to deliver to the Company the Conversion Securities previously issued.

(c) Automatic Conversion. The amount by which the principal amount of the Notes exceeds the purchase price of the Notes, which is the unamortized original issuance discount, is automatically converted into Conversion Securities at such time as the Company first issues Conversion Securities in the Next Financing.

(d) Optional Conversion. The principal of the Notes, other than the amount of the principal amount subject to the automatic conversion, is convertible, at the option of the holder, in whole or in part, into Conversion Securities in the Next Financing, by executing the Notice of Optional Conversion attached to this Note. **The Holder, and any assignee by acceptance of this Note, acknowledge and agree that, by reason of the provisions of this Section 3(d), following conversion of a portion of the principal amount of this Note, the unpaid and unconverted principal amount of this Note may be less than the amount stated on the face hereof.**

(e) Merger or Other Fundamental Transaction. In the event of a merger or other fundamental transaction where the Company is not the surviving party, provision shall be made in the agreement relating to the transaction to provide that the Holder will have the same rights after such transaction as the Holder had prior to the consummation of the transaction, including the provisions of this Section 3.

(f) Delivery of Conversion Securities Upon Conversion. The Company shall deliver the Conversion Securities at or about the time the Conversion Securities are delivered to investors in the Next Financing.

(g) Transfer Taxes and Expenses. The issuance of Conversion Securities on conversion of the principal of this Note shall be made without charge to the Holder hereof for any documentary stamp or similar taxes that may be payable in respect of the issue or delivery of such Conversion Securities, provided that the Holder shall pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of any Conversion Securities in a name other than that of the Holder and the Company shall not be required to issue or deliver such Conversion Securities unless or until the Person or Persons requesting the issuance thereof shall have paid to the Company or its transfer agent the amount of such tax or shall have established to the satisfaction of the Company that such tax has been paid.

Section 4. No Right of Prepayment. The Company shall have no right to prepay this Note without the consent of the Holder.

Section 5. Events of Default.

(a) "Event of Default" means, wherever used herein, any of the following events (whatever the reason for such event and whether such event shall be voluntary or involuntary or effected by operation of law or pursuant to any judgment, decree or order of any court, or any order, rule or regulation of any administrative or governmental body):

(i) any default by the Company in the payment of principal on the Note when the same is due and such failure shall continue for a period of ten Business Days;

(ii) the Company shall be subject to a Bankruptcy Event;

(b) Remedies Upon Event of Default. If any Event of Default occurs, the outstanding principal amount of this Note plus any amounts owing in respect thereof through the date of acceleration, shall become, at the Holder's election, immediately due and payable in cash. Commencing five days after the occurrence of any Event of Default that results in the eventual acceleration of this Note, the interest rate on this Note shall accrue at an interest rate equal to the lesser of 12% per annum or the maximum rate permitted under applicable law. Upon the payment in full of the Company's obligations under this Note, the Holder shall promptly surrender this Note to or as directed by the Company. In connection with such acceleration described herein, the Holder need not provide, and the Company hereby waives, any presentment, demand, protest or other notice of any kind, and the Holder may immediately and without expiration of any grace period enforce any and all of its rights and remedies hereunder and all other remedies available to it under applicable law. Such acceleration may be rescinded and annulled by Holder at any time prior to payment hereunder and the Holder shall have all rights as a holder of the Note until such time, if any, as the Holder receives full payment pursuant to this Section 5(b). No such rescission or annulment shall affect any subsequent Event of Default or impair any right consequent thereon.

Section 6. Miscellaneous.

(a) Notices. All notices, including the Notice of Conversion, provided for in this Note shall be in writing signed by the party giving such notice, and delivered personally or sent by overnight courier, mail or messenger against receipt thereof or sent by registered or certified mail, return receipt requested, or by facsimile transmission or similar means of communication if receipt is confirmed. Notices shall be deemed to have been received on the date of delivery or attempted personal delivery if sent by registered or certified mail, by messenger or by an overnight courier services which provides evidence of delivery or attempted delivery, of if sent by telecopier or e-mail, upon the date of receipt provided that receipt is acknowledge by the recipient. Notices shall be sent to the Holder at the address set forth on the Company's Note Register. Any party may, by like notice, change the address, person, telecopier number or e-mail to which notice shall be sent.

(b) Absolute Obligation. Except as expressly provided herein, 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 accrued interest, as applicable, on this Note at the time, place, and rate, and in the coin or currency, herein prescribed. This Note ranks pari passu with all other Notes now or hereafter issued under the terms set forth herein.

(c) Lost or Mutilated Note. If this Note shall be mutilated, lost, stolen or destroyed, the Company shall execute and deliver, in exchange and substitution for and upon cancellation of a mutilated Note, or in lieu of or in substitution for a lost, stolen or destroyed Note, a new Note for the principal amount of this Note so mutilated, lost, stolen or destroyed, but only upon receipt of evidence of such loss, theft or destruction of such Note, and of the ownership hereof, reasonably satisfactory to the Company and, in the case of a Note which is lost, stolen or destroyed, the Company may request indemnity and/or a bond as to the value of the Note and the Conversion Securities.

(d) Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Note shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflict of laws thereof. Each party agrees that all legal proceedings concerning the interpretation, enforcement and defense of the transactions contemplated by this Notes or the Note Purchase Agreement (whether brought against a party hereto or its respective Affiliates, directors, officers, shareholders, employees or agents) shall be commenced in the state and federal courts sitting in the County of New York in the State of New York (the "New York Courts"). Each party hereto hereby irrevocably submits to the exclusive jurisdiction of the New York Courts for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of such New York Courts, or such New York Courts are improper or inconvenient venue for such proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Note and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by applicable law. **EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS NOTE OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

(e) Legal Action. If any party shall commence an action or proceeding to enforce any provisions of this Note, then the prevailing party in such action or proceeding shall be reimbursed by the other party for its reasonable attorneys' fees and other costs and expenses incurred in the investigation, preparation and prosecution of such action or proceeding.

(f) Waiver. Any waiver by the Company or the Holder of a breach of any provision of this Note shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Note. The failure of the Company or the Holder to insist upon strict adherence to any term of this Note on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Note on any other occasion. Any waiver by the Company or the Holder must be in writing.

(g) Severability. If any provision of this Note is invalid, illegal or unenforceable, the balance of this Note shall remain in effect, and if any provision is inapplicable to any Person or circumstance, it shall nevertheless remain applicable to all other Persons and circumstances.

(h) Usury Savings Clause. If it shall be found that any interest or other amount deemed interest due hereunder violates the applicable law governing usury, the applicable rate of interest due hereunder shall automatically be lowered to equal the maximum rate of interest permitted under applicable law. The Company covenants (to the extent that it may lawfully do so) that it shall not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law or other law which would prohibit or forgive the Company from paying all or any portion of the principal of or interest on this Note as contemplated herein, wherever enacted, now or at any time hereafter in force, or which may affect the covenants or the performance of this Note, and the Company (to the extent it may lawfully do so) hereby expressly waives all benefits or advantage of any such law, and covenants that it will not, by resort to any such law, hinder, delay or impede the execution of any power herein granted to the Holder, but will suffer and permit the execution of every such as though no such law has been enacted.

(i) Remedies, Characterizations, Other Obligations, Breaches. The remedies provided in this Note shall be cumulative and in addition to all other remedies available under this Note and any of the other Transaction Documents at law or in equity (including a decree of specific performance and/or other injunctive relief), and nothing herein shall limit the Holder's right to pursue damages for any failure by the Company to comply with the terms of this Note. The Company covenants to the Holder that there shall be no characterization concerning this instrument other than as expressly provided herein. Amounts set forth or provided for herein with respect to payments, conversion and the like (and the computation thereof) shall be the amounts to be received by the Holder and shall not, except as expressly provided herein, be subject to any other obligation of the Company (or the performance thereof). The Company shall provide all information and documentation to the Holder that is requested by the Holder to enable the Holder to confirm the Company's compliance with the terms and conditions of this Note.

(j) Next Business Day. Whenever any payment or other obligation hereunder shall be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day.

(k) Headings. The headings contained herein are for convenience only, do not constitute a part of this Note and shall not be deemed to limit or affect any of the provisions hereof.

(Signature on Following Page)

IN WITNESS WHEREOF, the Company has caused this Note to be duly executed by a duly authorized officer as of the date first above indicated.

NATURE'S BEST BRANDS, INC.

By: _____
Lawrence Biggs, Chief Executive Officer
Email for Notices: Larry@LarryBiggs.com

ANNEX A

NOTICE OF CONVERSION

The undersigned hereby elects to convert principal under the Non-Interest Bearing % Convertible Note of Nature's Best Brands, Inc.., a Florida corporation (the "Company"), into Conversion Securities, as defined in the Note, according to the conditions hereof, as of the date written below. If Conversion Securities are to be issued in the name of a person other than the undersigned, the undersigned will pay all transfer taxes payable with respect thereto and is delivering herewith such certificates and opinions as reasonably requested by the Company in accordance therewith. No fee will be charged to the holder for any conversion if the shares are issued in the name of the Holder of the Note, except for such transfer taxes, if any.

In exercising the optional conversion right, the Holder represents and warrants that the representations and warranties by the Holder pursuant to Section 3 of the Note Purchase Agreement are true and correct as of the date of this notice of conversion as if made on and as of such date.

Conversion calculations:

Date to Effect Conversion: _____

Principal Amount of Note to be Converted:_____

Conversion Price:_____

Number of shares of Conversion Securities to be issued (The sum of the principal amount to be converted divided by the Conversion Price):

Signature: _____

Name:_____

Address for Delivery of Common Stock Certificates:_____

Exhibit B

Accredited Investor Questionnaire

The following are tests for an accredited investor. Please initial which tests are applicable. Please initial all that apply.

__X__ A natural person whose individual net worth or joint net worth with Purchaser's spouse, at the time of this purchase exceeds $1,000,000 (PLEASE NOTE: In calculating net worth, you include all of your assets (other than your primary residence), whether liquid or illiquid, such as cash, stock, securities, personal property and real estate based on the fair market value of such property MINUS all debts and liabilities (other than indebtedness secured by your primary residence, up to the estimated fair market value of the primary residence, unless the borrowing occurs in the 60 days preceding the purchase of the Units and is not in connection with the acquisition of the primary residence. In such cases, the debt secured by the primary residence must be treated as a liability in the net worth calculation.). In the event any incremental mortgage or other indebtedness secured by your primary residence occurs in the 60 days preceding the date of the purchase of the Units, the incremental borrowing must be treated as a liability and deducted from your net worth even though the value of your primary residence will not be included as an asset. Further, the amount of any mortgage or other indebtedness secured by your primary residence that exceeds the fair market value of the residence should also be deducted from your net worth);

_____ A natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with Purchaser's spouse in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

_____ A director or executive officer of the Company.

_____ Any bank as defined in section 3(a)(2) of the Securities Act or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity.

_____ Any broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934.

_____ Insurance company as defined in section 2(13) of the Securities Act.

_____ Investment company registered under the Investment Company Act of 1940 or a business development company as defined in section 2(a)(48) of that Act.

_____ Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958.

_____ Employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors.

_____ Any private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940.

_____ Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000.

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

_____ Any entity in which all of the equity owners are accredited investors (i.e., all of the equity owners meet one of the tests for an accredited investor#*).

_____ Any Individual Retirement Account (IRA) for the benefit of an accredited investor*.

_____

Each equity owner should complete a separate accredited investor questionnaire and should provide a copy of his passport, license or other government issued identification.

* The tests for an accredited investor who is an individual are the first three tests on this Exhibit A.

[1] A "senior foreign political figure" is defined as a senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign government-owned corporation. In addition, a "senior foreign political figure" includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure.

2 The "immediate family" of a senior foreign political figure typically includes the figure's parents, siblings, spouse, children and in-laws.

3 A "close associate" of a senior foreign political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the senior foreign political figure.

EXHIBIT 10.6

TEXAS PROMISSORY NOTE

1. **THE PARTIES.** On January 17th 2019, PreCheck Health Services, Inc. of 703 Pier Ave., #B382, Hermosa Beach, California, 90254 with Larry Biggs acting as CEO, hereinafter known as the "Borrower",

   RECEIVED AND PROMISES TO PAY

   JAS Consulting, Inc. of 305 W. Woodard St., Ste. 221, Denison, Texas, 75020 with Justin Anderson acting as CEO, referred to as the "Lender", the sum of $25,000.00 US Dollars, referred to as the "Borrowed Money", with interest accruing on the unpaid balance at a rate of 0 percent (%) per annum, referred to as the "Interest Rate", in accordance with TX FIN§ 303.009 (Interest and Usury) of the Texas Statutes, beginning on January 17th 2019 under the following terms and conditions:

2. **PAYMENTS:** The full balance of this Note, including any accrued interest and late fees, is due and payable out of the first proceeds collected. The Borrowed Money shall be paid in full at any time without penalty.

3. **SECURITY:** This note shall be secured under the following:

   The Borrower agrees to accept a $25,000 loan and repay the $25,000 loan out of the first proceeds collected and pay an additional 25,000 of company shares for providing the loan, referred to as the 'Security", which shall transfer to the possession and ownership of the Lender IMMEDIATELY if this Note should be in default. The Security may not be sold or transferred without the Lender's consent during the course of this Note. If the Borrower breaches this provision, Lender may declare all sums due under this Note immediately due and payable, unless prohibited by applicable law.

   If the Borrower defaults under this Note tr.e Lender shall have the right to obtain ownership and possession of the Security. The Lender shall have the sole-option to accept it as fill-payment for the Borrowed Money without further liabilities or obligations. If the market value of the Security does not exceed the Borrowed Money, the Borrower shall remain liable for the balance due while accruing interest at the maximum rate allowed by law.

4. **INTEREST DUE IN THE EVENT OF DEFAULT:** In the event the Borrower fails to pay the note in full on the due date, unpaid principal shall accrue interest at the maximum rate allowed by law, until the Borrower is no longer in default.

5. **ALLOCATION OF PAYMENTS:** Payments shall be first credited any late fees due, then to interest due and any remainder will be credited to principal.

6. **PREPAYMENT:** Borrower may pre-pay this Note without penalty.

7. **ACCELERATION:** If the Borrower is in default under this Note and fails to make any payment owed and such default is not cured within the minimum allotted time by law after written notice of such default, then Lender may, at its option, shall declare all outstanding sums owed on this Note to be immediately due and payable, in addition to any other rights or remedies that Lender may have under state and federal law.

   This includes rights of possession to the Security mentioned in Section 3.

8. **ATTORNEYS' FEES AND COSTS:** Borrower shall pay all costs incurred by Lender in collecting sums due under this Note after a default, including reasonable attorneys' fees. If Lender or Borrower sues to enforce this Note or obtain a declaration of its rights hereunder, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal) from the non-prevailing party.

9. **WAIVER OF PRESENTMENTS:** Borrower waives presentment for payment, notice of dishonor, protest and notice of protest .

10. **NON-WAIVER:** No failure or delay by Lender in exercising Lender's rights under this Note shall be considered a waiver of such rights.

11. **SEVERABILITY:** In the event that any provision herein is determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect.

12. **INTEGRATION:** There are no verbal or other agreements which modify or affect the terms of this Note. This Note may not be modified or amended except by written agreement signed by Borrower and Lender.

13. **CONFLICTING TERMS:** The terms of this Note shall have authority and precedence over any conflicting terms in any referenced agreement or document.

14. **NOTICE:** Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be made to the parties at the addresses listed below.

15. **GUARANTORS:** There shall be no person or entity, under the terms of this Note, that shall be responsible for the payment, late fees, and any accrued interest other than the Borrower.

16. **EXECUTION:** The Borrower executes this Note as a principal and not as a surety . If there is more than one Borrower, each Borrower shall be jointly and severally liable under this Note.

17. **GOVERNING LAW:** This note shall be governed under the laws in the State of Texas.

Wiring Instructions:

Please Wire $5,000.00 to:
SmallCapVoice.com, Inc.
Account Number-005780723152
ABA/Routing Number - 026009593 - Wires
ABA/Routing Number - 111000025 Electronic
{for Direct Deposit and Automatic Payments ACH)
Bank of America's SWIFT Code number is BOFAUS3N
Bank of America
Austin, TX

Branch Address:
201 W. Whitestone Blvd
Cedar Park, TX 78613
(512) 259-5839

Please wire $20,000 to:
Blade Worldwide, Inc.
Chase Bank
Account: 273129772
Routing: 021000021

With my signature below, I affirm that I have read and understand this promissory note.

This agreement was signed the 17th day of January, 2019 by the following:

Borrower's Signature /s/ Larry Biggs
PreCheck Health Services, Inc. with Larry Biggs acting as CEO

Lender's Signature /s/ Justin Anderson
JAS Consulting, Inc. with Justin Anderson acting as CEO

EXHIBIT 10.11

PreCheck Health Services, Inc.

March 15, 2019

[name and address
of noteholder]

Re: PreCheck Health Services, Inc.

Dear :

Reference is made to the Senior Convertible/Callable Promissory Note (the "Note") dated March 20, 2018 in the principal amount of $80,250 issued by PreCheck Health Services, Inc., a Florida corporation formerly known as Nature's Best Brands, Inc. and Hip Cuisine, Inc. (the "Company"), and the warrant (the "Warrant") to purchase 75,000 shares of the Company's common stock, par value $0.001 per share ("Common Stock"), both in the name of Doug Samuelson (the "Holder").

This Letter confirms the agreement of the Holder and the Company as of December 31, 2018 that (i) the maturity date of the Note is extended to May 31, 2019, (ii) the Holder will not exercise or convert the Warrant or convert the Note prior to May 31, 2019, regardless of whether an Event of Default, as defined in the Note, shall have occurred, (iii) the Company will purchase the Note from the Holder, and the Holder will sell the Note to the Company or its designee, for a total consideration of $90,000 not later than May 31, 2019, (iv) the Company will purchase from the Holder, and the Holder will sell to the Company or its designee, the Warrant for $12,500 not later than May 31, 2019 contemporaneously with the sale of the Note; provided, however, that the Warrant shall not be purchased if the Holder gives the Company notice, as hereinafter provided, to convert the Warrant into 37,500 shares (the "Warrant Exchange Shares") of Common Stock, (v) not request registration under the Securities Act of 1933 of the shares of Common Stock issuable upon conversion of the Warrant prior to May 31, 2019, (vi) if the Holder elects to convert the Warrant into the Warrant Exchange Shares, not publicly sell the Warrant Exchange Shares, whether pursuant to a registration statement, Rule 144, Rule 144A or Regulation S for 180 days after the Payment Date, and (vii) will not transfer or otherwise convey the Note or the Warrant unless the transferee shall agree to the provisions of this Letter.

The Holder and the Company agree that the Company's failure to purchase the Note and the Warrant by May 31, 2018 shall be deemed an Event of Default under the Note; provided, however, that the Company shall not be required to purchase the Warrant if the Holder converts the Warrant into the Warrant Exchange Shares.

The Company shall give the Holder five days' notice, which notice may be given by email to the Holder's email address on the Company's books and records, of the date on which the Company will purchase the Note and Warrant (the "Payment Date"), which shall be on or prior to May 31, 2019. If the Holder elects to take the Warrant Exchange Shares rather than the $12,500 purchase price for the Warrant, the Holder shall give the Company notice prior to the Payment Date, which notice may be given by email to the Company at the email address on the email giving notice of the Payment Date. If the Holder gives such notice, the Company shall promptly instruct its transfer agent to issue Warrant Exchange Shares which will be treated as restricted securities until the expiration of the 180-day period referred to in clause (vi) above.

This letter will amend the terms of the Note and Warrant and the purchase agreement dated March 20, 2018 between the Holder and the Company relating to the issuance of the Note and Warrant.

Very truly yours,

PRECHECK HEALTH SERVICES, INC.

By: */s/ Lawrence Biggs*
Lawrence Biggs, CEO

AGREED TO the 15th day of March, 2019

By: */s/*
Name:

EXHIBIT 23.1

CONSENT OF INDPENDENT CERTIFIED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference to the Registration Statement No. 333-221071 on Form S-8 of PreCheck Health Solutions, Inc. of our report dated April 16, 2019, relating to the consolidated financial statements of Precheck Health Services, Inc. (the "Company"), appearing in the Annual Report on Form 10-K of the Company for the year ended December 31, 2018. Our report includes an explanatory paragraph regarding the substantial doubt about the Company's ability to continue as a going concern.

Pinnacle Accountancy Group of Utah
April 16, 2019

EXHIBIT 31.1

CERTIFICATION

I, Lawrence Biggs, certify that:

1. I have reviewed this Annual Report on Form 10-K of Precheck Health Services, Inc.;

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 officer 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;

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

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

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

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

Dated: April 16, 2019

By: */s/ Lawrence Biggs*
Name: Lawrence Biggs
Title: Chief Executive Officer (Principal Executive Officer)

EXHIBIT 31.2

CERTIFICATION

I, Douglas W. Samuelson certify that:

1. I have reviewed this Annual Report on Form 10-K of Precheck Health Services, Inc.;

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 officer 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;

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

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

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

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

Dated: April 16, 2019

By: */s/ Douglas W. Samuelson*
Name: Douglas W. Samuelson
Title: Chief Financial Officer
(Principal Accounting and Financial Officer)

EXHIBIT 32.1

CERTIFICATION PURSUANT TO 18 USC. SECTION 1350

In connection with the Annual Report of Precheck Health Services, Inc. (the "Company") on Form 10-K for the year ended December 31, 2015 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned, Lawrence Biggs, Chief Executive Officer of the Company certifies, pursuant to 18 USC. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

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

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

Dated: April 16, 2019

By: */s/ Lawrence Biggs*
Name: Lawrence Biggs
Title: Chief Executive Officer (Principal Executive Officer)

Dated: April 16, 2019

By: */s/ Douglas W. Samuelson*
Name: Douglas W. Samuelson
Title: Chief Financial Officer (Principal Accounting and Financial Officer)