

GLOBAL WHOLEHEALTH PARTNERS CORP

FORM 10-Q (Quarterly Report)

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

FORM 10-Q

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

For the quarterly period ended December 31, 2020

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

For the transition period from _____ to _____

Commission file number 000-56035



GLOBAL WHOLEHEALTH PARTNERS CORPORATION

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction of incorporation or organization)

46-2316220

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

**1402 N El Camino Real
San Clemente, California**

(Address of principal executive offices)

92672

(Zip Code)

2227 Avenida Oliva, San Clemente, CA 92673

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

(714) 392-9752

(Registrant's telephone number, including area code)

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

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input checked="" type="checkbox"/>
Emerging growth company	<input type="checkbox"/>		

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

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

Indicate the number of shares outstanding of each of the issuer’s classes of common stock, as of the latest practicable date: 63,095,750 shares of common stock, par value \$0.001, were outstanding on February 5, 2021.

GLOBAL WHOLEHEALTH PARTNERS CORPORATION
FORM 10-Q

For the Quarterly Period Ended December 31, 2020

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PART I — FINANCIAL INFORMATION

Item 1. Financial StatementsGLOBAL WHOLEHEALTH PARTNERS CORPORATION
CONSOLIDATED BALANCE SHEETS

	December 31, 2020	June 30, 2020
ASSETS	(Unaudited)	
Current assets:		
Cash	\$ 6,825	\$ 14,497
Accounts receivable	651	—
Prepaid expenses and other current assets	26,418	15,064
Inventory	209,598	152,147
Total current assets	<u>243,492</u>	<u>181,708</u>
Equipment, net of accumulated depreciation of \$485	3,020	—
Total assets	<u>\$ 246,512</u>	<u>\$ 181,708</u>
LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)		
Current liabilities:		
Related party note	\$ 23,387	\$ 120,965
Convertible notes payable, net of discount of 57,604 and \$25,149 respectively	135,396	69,851
Accounts payable and accrued liabilities	24,388	46,321
Related party payables	2,062	4,306
Total current liabilities	<u>185,233</u>	<u>241,443</u>
Total liabilities	<u>185,233</u>	<u>241,443</u>
Commitments and contingencies		
Stockholders' equity (deficit):		
Preferred stock; \$0.001 par value, 10,000,000 shares authorized, no shares issued or outstanding at December 31, 2020 and June 30, 2020	—	—
Common stock; \$0.001 par value, 400,000,000 shares authorized, 59,966,358 shares issued and outstanding at December 31, 2020 and June 30, 2020	59,966	59,966
Additional paid-in capital	4,752,739	4,628,908
Common stock payable	430,000	
Retained deficit	(5,181,426)	(4,748,609)
Total stockholders' equity (deficit)	<u>61,279</u>	<u>(59,735)</u>
Total liabilities and stockholders' equity (deficit)	<u>\$ 246,512</u>	<u>\$ 181,708</u>

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

GLOBAL WHOLEHEALTH PARTNERS CORPORATION
CONSOLIDATED STATEMENTS OF OPERATIONS (UNAUDITED)

	Three Months Ended December 31,		Six Months Ended December 31,	
	2020	2019	2020	2019
Revenue	\$ 22,075	\$ —	\$ 37,460	\$ —
Cost of revenue	17,588	—	28,131	—
Gross profit	4,487	—	9,329	—
Operating expenses:				
Professional fees	13,450	21,400	47,225	35,900
Research and development - related party	55,000	—	193,310	—
Research and development	10,000	—	10,700	—
Selling, general and administrative - related party	2,551	—	10,204	—
Selling, general and administrative	18,846	29,698	44,457	33,996
Total operating expense	99,847	51,098	305,896	69,896
Loss from operations	(95,360)	(51,098)	(296,567)	(69,896)
Other income (expense)				
Interest expense	(30,968)	—	(35,874)	—
Accretion of debt discount	(59,326)	—	(100,376)	—
Total other income (expense)	(90,294)	—	(136,250)	—
Net loss	\$ (185,654)	\$ (51,098)	\$ (432,817)	\$ (69,896)
Basic and Diluted Loss per Common Share	\$ (0.00)	\$ (0.00)	\$ (0.01)	\$ (0.00)
Weighted average number of common shares outstanding - basic and diluted	60,249,492	57,804,029	60,146,776	56,960,194

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

GLOBAL WHOLEHEALTH PARTNERS CORPORATION
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY (DEFICIT) (UNAUDITED)

	Common Stock		Additional	Common	Retained	Total
	Shares	Amount	Paid-in	Stock	Deficit	Stockholders'
			Capital	Payable		Equity
						(Deficit)
FOR THE SIX MONTHS ENDED DECEMBER 31, 2020						
BALANCE JULY 1, 2020	59,966,358	\$ 59,966	\$ 4,628,908	\$ —	\$(4,748,609)	\$ (59,735)
Common stock issued for cash	—	—	—	340,000	—	340,000
Discount on convertible promissory notes due to beneficial conversion feature	—	—	123,831	—	—	123,831
Net loss for the three months ended September 30, 2020	—	—	—	—	(247,163)	(247,163)
Balance, September 30, 2020	59,966,358	59,966	4,752,739	340,000	(4,995,772)	156,933
Common stock issued for cash	—	—	—	90,000	—	90,000
Net loss for the three months ended December 31, 2020	—	—	—	—	(185,654)	(185,654)
Balance, December 31, 2020	<u>59,966,358</u>	<u>\$ 59,966</u>	<u>\$ 4,752,739</u>	<u>\$ 430,000</u>	<u>\$(5,181,426)</u>	<u>\$ 61,279</u>
FOR THE THREE MONTHS ENDED SEPTEMBER 30, 2019						
BALANCE JULY 1, 2019	56,116,358	\$ 56,116	\$ 426,784	—	\$(463,082)	\$ 19,818
Net loss for the three months ended September 30, 2019	—	—	—	—	(18,798)	(18,798)
Balance, September 30, 2019	56,116,358	56,116	426,784	—	(481,880)	1,020
Common stock issued to related party for cash at \$0.01 per share	2,000,000	2,000	18,000	—	—	20,000
Net loss for the three months ended December 31, 2019	—	—	—	—	(51,098)	(51,098)
Balance, December 31, 2019	<u>58,116,358</u>	<u>\$ 58,116</u>	<u>\$ 444,784</u>	<u>\$ —</u>	<u>\$(532,978)</u>	<u>\$ (30,078)</u>

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

GLOBAL WHOLEHEALTH PARTNERS CORPORATION
CONSOLIDATED STATEMENTS OF CASH FLOWS (UNAUDITED)

	Six Months Ended December 31,	
	2020	2019
Cash flows from operating activities		
Net loss	\$ (432,817)	\$ (69,896)
Adjustments to reconcile net loss to net cash flows used in operating activities:		
Depreciation	485	—
Accretion of debt discount	100,376	—
Changes in operating assets and liabilities:		
(Increase) decrease in accounts receivable	(651)	—
(Increase) decrease in prepaid expenses and other current assets	15,064	—
(Increase) decrease in inventory	(83,869)	(23,372)
Increase (decrease) in accounts payable and accrued expenses	(21,933)	1,272
Increase (decrease) related party payables	(744)	52,175
Net cash flows from operating activities	<u>(424,089)</u>	<u>(39,821)</u>
Cash flows used in investing activity		
Purchase of equipment	(3,505)	—
Net cash flows used in investing activity	<u>(3,505)</u>	<u>—</u>
Cash flows from financing activities		
Proceeds from sale of common stock	430,000	20,000
Proceeds from convertible promissory notes	162,000	—
Payments on convertible promissory notes	(73,000)	—
Proceeds from related party note, net	38,422	—
Payments of related party note	(137,500)	—
Net cash flows from financing activities	<u>419,922</u>	<u>20,000</u>
Change in cash	(7,672)	(19,821)
Cash at beginning of period	14,497	19,918
Cash at end of period	<u>\$ 6,825</u>	<u>\$ 97</u>
Supplemental disclosure of cash flow information:		
Interest paid in cash	\$ 27,987	\$ —
Income taxes paid in cash	\$ —	\$ —

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

GLOBAL WHOLEHEALTH PARTNERS CORPORATION
NOTES TO THE UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS
FOR THE THREE MONTHS ENDED DECEMBER 31, 2020 AND 2019

NOTE 1 –Organization, Basis of Presentation and Going Concern

Organization

Global WholeHealth Partners Corporation was incorporated on March 7, 2013 in the State of Nevada. On May 9, 2019, the Company amended its Articles of Incorporation to effect a change of name to Global WholeHealth Partners Corporation. The Company's ticker symbol changed to GWHP.

The Company sells and develop in-vitro diagnostic products, including rapid diagnostic tests, such as the COVID-19 Test, 6 minute rapid whole blood Ebola Test, 6 minute whole blood Zika test, 8 minute whole blood rapid TB test and over 75 other tests.

Basis of Presentation

The accompanying unaudited interim condensed consolidated financial statements of Global WholeHealth Partners Corporation and Subsidiary (the "Company") as of December 31, 2020, and for the three and six months ended December 31, 2020 and 2019, include the accounts of the Company and its wholly-owned and controlled subsidiary, Global WholeHealth Partners Corp, a private Wyoming corporation, and have been prepared in accordance with generally accepted accounting principles in the United States of America ("US GAAP"), for interim financial information and with the instructions to Form 10-Q and Article 8 of Regulation S-X. Certain information or footnote disclosures normally included in financial statements prepared in accordance with GAAP have been condensed or omitted.

The preparation of consolidated financial statements in conformity with U.S. GAAP 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 consolidated financial statements, and the reported amounts of expenses during the reporting periods. Actual results may differ from those estimates. The interim financial statements should be read in conjunction with the audited financial statements and notes thereto included in the Company's Annual Report on Form 10-K for the year ended June 30, 2020. In the opinion of management, the accompanying unaudited interim condensed consolidated financial statements have been prepared on the same basis as the audited financial statements and include all adjustments (including normal recurring adjustments) necessary for the fair presentation of the Company's financial position as of December 31, 2020, results of operations for the three and six months ended December 31, 2020 and 2019, and stockholders' equity and cash flows for the three and six months ended December 31, 2020 and 2019. The Company did not record an income tax provision during the periods presented due to net taxable losses. The results of operations for any interim period are not necessarily indicative of the results of operations for the entire year.

Risks and Uncertainties

In December 2019, an outbreak of the COVID-19 virus was reported in Wuhan, China. On March 11, 2020, the World Health Organization declared the COVID-19 virus a global pandemic and on March 13, 2020, President Donald J. Trump declared the virus a national emergency in the United States. This highly contagious disease has spread to most of the countries in the world and throughout the United States, creating a serious impact on customers, workforces and suppliers, disrupting economies and financial markets, and potentially leading to a world-wide economic downturn. It has caused a disruption of the normal operations of many businesses, including the temporary closure or scale-back of business operations and/or the imposition of either quarantine or remote work or meeting requirements for employees, either by government order or on a voluntary basis. The pandemic may adversely affect our operations, our employees and our employee productivity. It may also impact the ability of our subcontractors, partners, and suppliers to operate and fulfill their contractual obligations, and result in an increase in costs, delays or disruptions in performance. Our employees are working remotely and using various technologies to perform their functions. In reaction to the spread of COVID-19 in the United States, many businesses have instituted social distancing policies, including the closure of offices and worksites and deferring planned business activity. The disruption and volatility in the global and domestic capital markets may increase the cost of capital and limit our ability to access capital. Both the health and economic aspects of the COVID-19 virus are highly fluid and the future course of each is uncertain. For these reasons and other reasons that may come to light if the coronavirus pandemic and associated protective or preventative measures expand, we may experience a material adverse effect on our business operations, revenues and financial condition; however, its ultimate impact is highly uncertain and subject to change.

Going Concern

The Company's consolidated financial statements are prepared using generally accepted accounting principles in the United States of America applicable to a going concern which contemplates the realization of assets and liquidation of liabilities in the normal course of business. The Company has not yet established an ongoing source of revenues sufficient to cover its operating costs to allow it to continue as a going concern.

As shown in the accompanying financial statements, the Company incurred negative operating cash flows of \$424,089 for the six months ended December 31, 2020 and has an accumulated deficit of \$5,181,426 from inception through December 31, 2020. The ability of the Company to continue as a going concern is dependent on the Company obtaining adequate capital to fund operating losses until it becomes profitable.

In view of these conditions, the ability of the Company to continue as a going concern is in doubt and dependent upon achieving a profitable level of operations and on the ability of the Company to obtain necessary financing to fund ongoing operations. Historically, the Company has relied upon internally generated funds, and funds from the sale of stock, issuance of promissory notes and loans from its shareholders and private investors to finance its operations and growth. Management is planning to raise necessary additional funds for working capital through loans and/or additional sales of its common stock. However, there is no assurance that the Company will be successful in raising additional capital or that such additional funds will be available on acceptable terms, if at all. Should the Company be unable to raise this amount of capital its operating plans will be limited to the amount of capital that it can access. These consolidated financial statements do not give effect to any adjustments which will be necessary should the Company be unable to continue as a going concern and therefore be required to realize its assets and discharge its liabilities in other than the normal course of business and at amounts different from those reflected in the accompanying consolidated financial statements.

NOTE 2 – Significant Accounting Policies

New Accounting Pronouncements Not Yet Adopted

We evaluate all Accounting Standards Updates (ASUs) issued by the Financial Accounting Standards Board (FASB) for consideration of their applicability. ASUs not included in our disclosures were assessed and determined to be either not applicable or are not expected to have a material impact on our Consolidated Financial Statements.

Accounting Pronouncements Recently Adopted

None.

Principles of Consolidation

Global WholeHealth Partners Corp, a private Wyoming corporation was incorporated on April 9, 2019 to receive private investor funds and aggregate certain in vitro diagnostic assets.

These consolidated financial statements presented are those of Global WholeHealth Partners Corporation and its wholly owned subsidiary, Global Private. All significant intercompany balances and transactions have been eliminated.

Inventory

Inventory is comprised of finished goods and stated at the lower of cost or net realizable value. Inventory cost is determined on a weighted average basis in accordance with ASC 330-10-30-9. Provisions are made to reduce slow-moving, obsolete, or unusable inventories to their estimated useful or scrap values. When necessary, the Company establishes reserves for this purpose.

Equipment

Fixed assets are carried at cost, less accumulated depreciation. Major improvements are capitalized, while repair and maintenance are expensed when incurred. Renewals and betterments that materially extend the life of the assets are capitalized. When assets are retired or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts, and any resulting gain or loss is reflected in that period.

Depreciation is computed on a straight-line basis over estimated useful lives of the related assets. The estimated useful lives of depreciable assets are:

	Estimated Useful Lives
Computer equipment and software	3 years
Equipment, furniture and fixtures	5 years

Other intangible assets

Other definite-lived intangible assets are amortized over their useful lives. The Company reviews the recoverability of long-lived assets whenever events or changes in circumstances indicate the carrying amount of such assets may not be recoverable.

Revenue Recognition

The Company recognizes revenue from operations through the sale of products. Product revenue is comprised of the sale of consumables. To date, all products sold have been fully paid for in advance of shipment.

Revenue is recognized when control of products and services is transferred to the customer in an amount that reflects the consideration that the Company expects to receive from the customer in exchange for those products and services. This process involves identifying the contract with the customer, determining the performance obligations in the contract, determining the contract price, allocating the contract price to the distinct performance obligations in the contract, if applicable, and recognizing revenue when the performance obligations have been satisfied. A performance obligation is considered distinct from other obligations in a contract when it provides a benefit to the customer either on its own or together with other resources that are readily available to the customer and is separately identified in the contract. The Company considers a performance obligation satisfied once it has transferred control of a good or service to the customer, meaning the customer has the ability to use and obtain the benefit of the good or service. The Company recognizes revenue for satisfied performance obligations only when it determines there are no uncertainties regarding payment terms or transfer of control.

Revenue from product sales is generally recognized upon shipment to the end customer, which is when control of the product is deemed to be transferred. Invoicing typically occurs prior to shipment and the term between invoicing and when payment is due is not significant.

Revenue is recorded net of discounts, and sales taxes collected on behalf of governmental authorities. Sales commissions are recorded as selling and marketing expenses when incurred.

The Company records any payments received from customers prior to the Company fulfilling its performance obligation(s) as deferred revenue.

The Company had one customer that represented 96.0% of revenue for the three months ended December 31, 2020. The Company had one customer that represented 60.6% of revenue for the six months ended December 31, 2020. No other customers accounted for more than 10% of sales during the three and six months ended December 31, 2020.

Net Income (Loss) Per Share

Basic net loss per common share attributable to common stockholders is calculated by dividing the net loss attributable to common stockholders by the weighted-average number of common shares outstanding for the period, without consideration for common stock equivalents. Diluted net loss per common share attributable to common stockholders is computed by dividing the net loss attributable to common stockholders by the weighted-average number of common share equivalents outstanding for the period determined using the treasury-stock method. Dilutive common stock equivalents are comprised of convertible notes. For all periods presented, there is no difference in the number of shares used to calculate basic and diluted shares outstanding due to the Company's net loss position.

The potentially dilutive securities that would be anti-dilutive due to the Company's net loss are not included in the calculation of diluted net loss per share attributable to common stockholders. The anti-dilutive securities are as follows (in common stock equivalent shares):

	December 31,	
	2020	2019
Convertible promissory notes	388,629	—

NOTE 3 – Equipment

Equipment consists of the following:

	December 31, 2020	June 30, 2020
Computers, office equipment and software	\$ 3,505	\$ —
Total equipment	3,505	—
Accumulated depreciation	(485)	—
Equipment, net	\$ 3,020	\$ —

During the six months ended December 31, 2020, the Company purchased \$3,505 of computer equipment. During the three and six months ended December 31, 2020, the Company recognized depreciation expense of \$291 and \$485, respectively.

NOTE 4 – Stockholder's Equity

Preferred Stock

The Company has Preferred stock: \$0.001 par value; 10,000,000 shares authorized with no shares issued and outstanding.

Common Stock

The Company has 400,000,000 shares of Common Stock authorized of which 59,966,358 shares were issued and outstanding and 514,298 shares paid for but unissued as of December 31, 2020 and June 30, 2020.

On July 9, 2020, the Company and Dr. Scott Ford, Director, entered into a subscription agreement for the purchase 45,000 shares of common stock at a price of \$2.00 per share which represents a 50% discount to the share price due to the lack of marketability and the thinly traded nature of our common stock on the OTC. These shares were issued on February 5, 2021, and are included in the earnings per share calculation on an as-if-issued basis.

On September 24, 2020, the Company and Dr. Scott Ford, Director, entered into a subscription agreement for the purchase 219,298 shares of common stock at a price of \$1.14 per share which represents a 50% discount to the share price due to the lack of marketability and the thinly traded nature of our common stock on the OTC. These shares were issued on February 5, 2021, and are included in the earnings per share calculation on an as-if-issued basis.

On December 15, 2020, the Company sold 250,000 shares of restricted common stock for \$0.36 per share and received \$90,000. These shares were issued on February 5, 2021, and are included in the earnings per share calculation on an as-if-issued basis.

On July 22, 2020, the Company entered into a Common Stock Purchase Agreement (the “**EMC2 SPA**”) and a Registration Rights Agreement with EMC2 Capital, LLC (“**EMC2 Capital**”) pursuant to which EMC2 Capital agreed to invest up to One Hundred Million Dollars (\$100,000,000) to purchase the Company’s common stock at a purchase price as defined in the Common Stock Purchase Agreement (the “**Purchase Shares**”). As consideration for entry into the EMC2 SPA, the Company agreed to issue 1,415,094 shares of common stock (the “**Commitment Shares**”) and a warrant to purchase up to two million (2,000,000) shares of common stock (the “**Commitment Warrant**”). Additionally, the Company agreed to file a Registration Rights Agreement as an inducement to EMC2 Capital to execute and deliver the Common Stock Purchase Agreement, whereby the Company agreed to provide certain registration rights under the Securities Act of 1933, as amended, and the rules and regulations thereunder, and applicable state securities laws, with respect to the shares of common stock issuable for EMC2 Capital’s investment pursuant to the Common Stock Purchase Agreement. The right of the Company to sell Purchase Shares to EMC2 Capital is dependent on the Company satisfying certain conditions, including notice of effectiveness of the shelf registration statement registering the Purchase Shares, issuance of the Commitment Shares and Commitment Warrant. As of the date of this quarterly report, the Company has filed a registration statement on Form S-1 registering the Purchase Shares and issued the Commitment Shares. The Form S-1 was filed on January 28, 2021.

NOTE 5 – Related Party Transactions

On July 9, 2020 and September 24, 2020, the Company and Dr. Scott Ford entered into a subscription agreement for the purchase of restricted common stock resulting in the payment of \$340,000 to the Company, See “Note 4 – Stockholders’ Equity” above for additional information.

Beginning in January 2020, the Company utilizes the R&D capabilities of Pan Probe Biotech to perform studies in validation of the Company’s COVID-19 tests. Additionally, the Company is renting space at Pan Probe on a temporary basis, from April 21, 2020 through October 21, 2020, at a rate of \$2,551 per month and which was prepaid in full in April 2020. Dr. Shujie Cui is the Company’s Chief Science Officer and 100% owner of Pan Probe. During the three and six months ended December 30, 2020 the Company paid a total of \$55,000 and \$190,000 to Pan Probe and recognized \$2,551 and \$10,204 of rent expense.

Related Party Note

From time-to-time the Company receives shareholder advances from LionsGate Funding Group LLC (“**LionsGate**”) to cover operating costs. On March 29, 2020, the Company issued a Promissory Note (the “**Note**”), and on June 30, 2020, amended the Note (the “**Note Amendment**”). Pursuant to the Note and Note Amendment, the terms provide for total funding of up to \$585,000, interest at the rate of 5% per annum with the principal and interest due in-full on June 30, 2021 (the “**Maturity Date**”). If not paid by the Maturity Date, a 5% penalty will be added to the Note and the term will extend for an additional 90 days. As of June 30, 2020, the Note balance was \$120,965. During the three and six months ended December 31, 2020, LionsGate provided advances totaling \$14,012 and \$38,422, respectively. Also, during the three and six months ended December 31, 2020, the Company repaid LionsGate \$27,500 and \$137,500, respectively. The Company has borrowed amounts slightly in excess of the original Note funding amount of \$585,000. As a result, on January 27, 2021, the Company and LionsGate entered into a Loan Agreement (the “**Loan Agreement**”) and Promissory note (the “**Promissory Note**”) pursuant to which the Company may borrow up to \$250,000 at an annual interest rate of 5% and default interest rate of 15%. The Loan Agreement supersedes the Note and Note Amendment and includes a beginning balance of \$29,951.04 which was the balance of advances and accrued interest owed under the Note as of January 27, 2021. The Promissory Note matures on December 31, 2021.

LionsGate provided non interest bearing advances during the three and six months ended December 31, 2019 of \$41,175 and \$50,675, respectively.

During the three and six months ended December 31, 2020, the Company recognized \$217 and \$628, respectively, of interest expense related to the Note.

NOTE 6 – Convertible Promissory Notes

On April 18, 2020, the Company issued five separate unsecured convertible promissory notes in exchange for \$95,000 (the "Convertible Notes"). Each Convertible Note contains the same terms and conditions. The Convertible Notes bear interest of 8%, matured in six months on October 17, 2020 and are convertible at any time into shares of restricted common stock at a conversion price of \$9.00 per share. The notes are currently in default. The debt discount attributable to the fair value of the beneficial conversion feature amounted to \$42,224 for the Convertible Notes and was accreted over the term of the Convertible Notes. In December of 2020, the Company repaid, in-full, two of the Convertible Notes with principal a balance totaling \$10,000 and \$500 in interest payable.

On July 13, 2020 and August 3, 2020 and September 8, 2020 (the "Issue Dates"), the Company and Geneva Roth Remark Holdings, Inc. ("Geneva") entered into separate and identical Securities Purchase Agreements (the "Geneva SPAs") Pursuant to the Geneva SPAs, Geneva and the Company entered into separate and identical Convertible Promissory Notes also dated as of July 13, 2020 and August 3, 2020 and September 8, 2020 for principal amounts of \$63,000, \$55,000 and \$53,000, respectively (the "Geneva CPNs"). Pursuant to the terms of the Geneva CPNs, the Company received net proceeds of \$60,000, \$52,000 and \$50,000 (the proceeds from each note was funded net of \$3,000 in legal fees). The Geneva CPNs mature in one year, accrue interest of 10% and, after 180 days, are convertible into shares of common stock any time at a conversion price equal to 58% of the lowest trading price during the twenty trading day period ending on the latest complete trading day prior to the conversion date. The Geneva CPN's may be prepaid anytime upto 180 days from issuance with the following prepayment penalties: 1) The period beginning on the Issue Date and ending on the date which is ninety (90) days following the Issue Date, 125%; 2) The period beginning on the date that is ninety-one (91) day from the Issue Date and ending one hundred fifty (150) days following the Issue Date, 135%; and 3) The period beginning on the date that is one hundred fifty-one (151) day from the Issue Date and ending one hundred eighty (180) days following the Issue Date, 139%. Geneva has agreed to restrict its ability to convert the Geneva CPNs and receive shares of common stock such that the number of shares of common stock held by them in the aggregate and their affiliates after such conversion or exercise does not exceed 4.99% of the then issued and outstanding shares of common stock. The Geneva CPNs represent a debt obligation arising other than in the ordinary course of business, which constitutes a direct financial obligation of the Company. The Geneva CPNs also provide for penalties and rescission rights if the Company does not deliver shares of our common stock upon conversion within the required timeframes. In the event of default, the note interest rate increases to 22%.

On December 21, the Company paid \$90,487 as full payment of the Geneva CPN dated July 13, 2020. The payment included \$63,000 of principal, \$2,917 of interest related to the coupon and \$24,570 as a prepayment penalty recorded as interest expense.

The debt discount attributable to the fair value of the beneficial conversion feature contained in the Geneva CPNs amounted to \$123,831 and is being accreted over the term of the Geneva CPNs. In the event a Geneva CPN is paid in advance of its maturity date, the future accretion is recorded in the period the related Geneva CPN is repaid.

During the three and six months ended December 31, 2020, the Company recognized \$30,751 and \$35,246, respectively, of interest expense. During the three and six months ended December 31, 2020, the Company recognized \$59,326 and \$100,375, respectively, of accretion related to the Convertible Notes and Geneva CPNs.

NOTE 7 – Subsequent Events

Management has reviewed material events subsequent of the period ended December 31, 2020 and prior to the filing of our consolidated financial statements in accordance with FASB ASC 855 "Subsequent Events".

On January 12, 2021, Global Wholehealth Partners Corporation entered into a License Agreement ("Agreement") with Charles Strongo. Under the terms of the Agreement, the Company has the exclusive license to manufacture, sell and license to be manufactured the only Biodegradable plastic for medical devices. The devices include cassettes, midstream, small buffer bottles, urine cups, and any other plastic type of medical device used in testing or for medical services under provisional patent number 63/054,139. The Company agreed to issue 3,000,000 shares of common stock and pay a 2% fee of gross sales from use of the patent. The duration of the agreement is for an initial period of five years. The Licesne agreement was valued at \$0.46 per share or \$1,380,000 and is included on the balance sheet as an asset amortized at \$24,500 per month.

On January 5, 2021, the Board appointed a new member, Dr. Miriam Lisbeth Paez De La Cerda and issued 200,000 shares of restricted common stock to each of the six Directors for a total issuance of 1,200,000 shares valued at \$0.72 per share, the closing price of our common stock on January 5, 2020.

On January 27, 2021, the Company and LionsGate entered into the Loan Agreement and Promissory Note pursuant to which the Company may borrow up to \$250,000 at an annual interest rate of 5% and default interest rate of 15%. The Loan Agreement supersedes the Note dated March 29, 2020 and Note Amendment No. 1 dated June 30, 2020. The Promissory Note matures on December 31, 2021.

On February 5, 2021, the Company issued 264,298 shares to Dr. Scott Ford, See “Note 4 – Stockholders’ Equity” above for additional information.

On February 5, 2021, the Company issued 1,415,094 Commitment Shares to EMC2, See “Note 4 – Stockholders’ Equity” above for additional information.

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

Forward-Looking Statements

This Report on Form 10-Q contains forward-looking statements which involve assumptions and describe our future plans, strategies, and expectations, and are generally identifiable by use of words such as “may,” “will,” “should,” “expect,” “anticipate,” “estimate,” “believe,” “intend,” or “project,” or the negative of these words or other variations on these words or comparable terminology. These statements are expressed in good faith and based upon a reasonable basis when made, but there can be no assurance that these expectations will be achieved or accomplished.

Such forward-looking statements include statements regarding, among other things, (a) the potential markets for our products, our potential profitability, and cash flows, (b) our growth strategies, (c) anticipated trends in the in-vitro diagnostics industry, (d) our future financing plans, and (e) our anticipated needs for working capital. This information may involve known and unknown risks, uncertainties, and other factors that may cause our actual results, performance, or achievements to be materially different from the future results, performance, or achievements expressed or implied by any forward-looking statements. These statements may be found under “Management’s Discussion and Analysis of Financial Condition and Results of Operations” as well as in this Form 10-Q generally. Actual events or results may differ materially from those discussed in forward-looking statements as a result of various factors, including, without limitation, the matters described in this Form 10-Q generally. In light of these risks and uncertainties, there can be no assurance that the forward-looking statements contained in this filing will in fact occur. In addition to the information expressly required to be included in this filing, we will provide such further material information, if any, as may be necessary to make the required statements, in light of the circumstances under which they are made, not misleading.

Although forward-looking statements in this report reflect the good faith judgment of our management, forward-looking statements are inherently subject to known and unknown risks, business, economic and other risks and uncertainties that may cause actual results to be materially different from those discussed in these forward-looking statements. Readers are urged not to place undue reliance on these forward-looking statements, which speak only as of the date of this report. We assume no obligation to update any forward-looking statements in order to reflect any event or circumstance that may arise after the date of this report, other than as may be required by applicable law or regulation. Readers are urged to carefully review and consider the various disclosures made by us in our filings with the Securities and Exchange Commission which attempt to advise interested parties of the risks and factors that may affect our business, financial condition, results of operation and cash flows. If one or more of these risks or uncertainties materialize, or if the underlying assumptions prove incorrect our actual results may vary materially from those expected or projected.

Except where the context otherwise requires and for purposes of this Form 10-Q only, “we” “us” “our” “Company” “our Company” and “Global WholeHealth Partners” refer to Global WholeHealth Partners Corporation, a Nevada corporation.

Our Business

We sell and develop in-vitro diagnostic products, including rapid diagnostic tests, such as the COVID-19 test, 6 minute rapid whole blood Ebola test, 6 minute whole blood Zika test, 8 minute whole blood rapid TB test and over 75 other tests more than 40 which are FDA approved.

The Company was founded to develop, manufacture and market in-vitro diagnostic (“IVD”) tests for over-the-counter (“OTC” or consumer), or consumer-use and point-of-care (“POC” or professional) which includes hospitals, physicians’ offices and medical clinics, including those within penal systems throughout the US and abroad. The Company currently markets a range of diagnostic test kits for consumer use through OTC sales, and for use by health care professionals, generally located at medical clinics, physician offices and hospitals known POC, in the United States. These test kits are known as in-vitro diagnostic test kits or IVD products.

The Company believes, according to publicly available sources, that the IVD industry is a multi-billion dollar industry that is increasing each year. This assessment includes all laboratory hospital-based products, OTC devices, and rapid tests performed at the point-of-care. The Company believes that the following factors can be attributed to the increase in overall need and use of IVD test kits: an aging baby-boomer population; increasing healthcare costs; the ever-growing number of uninsured and under-insured in the U.S. and abroad; and a general increase in consumer awareness, in part due to the wealth of information available on the Internet.

The concepts that distinguish POC technology—operation simple enough for non-laboratory users; little or no maintenance requirement; and rapid, reliable results—mean that it can be applied equally well in many non-clinical settings, such as the OTC market. As advances in medical technology increasingly make it possible to diagnose diseases and physiological conditions from ever-smaller amounts of body fluids, certain diseases and conditions that once required diagnosis by physicians and/or medical technicians inside hospital emergency rooms, exam rooms/bedside studies, or private clinics, can now also be done by inexpensive, easy-to-use diagnostic devices that consumers can use in the comfort and anonymity of their home. Today, the average pharmacy, whether a privately owned neighborhood store, or chain owned, has become an outlet for selling IVD test kits for in-home use.

All of the products we sell are manufactured in a U.S. Food and Drug Administration (“**FDA**”) Approved Facility in the USA. An FDA Approved facility is a facility that meets Good Manufacturing Practices (“**GMP**”) with the FDA.

The products we sell which are not FDA approved to sell in the US are for export only.

COVID-19 Activities

In response to the novel strain of coronavirus (“**COVID-19**”) pandemic, in early January 2020, the Company set out to test and perform the studies necessary to develop a Rapid Diagnostic Test (“**RDT**”) and Real Time Polymerase Chain Reaction Test (“**RT-PCR**”). During the quarter ended March 31, 2020, the Company completed the testing necessary to develop both the RDT and RT-PCR tests. RDT test results are available in 10 minutes with an overall accuracy rate of 98%. The RT-PCR test looks for the E-Gene and RdRq-Gene markers and has proven to be 97% accurate. The test is able to be processed in any PCR machine and each test kit includes the required reagents.

On March 15, 2020, the Company received an Acknowledgment Letter from the FDA that the Center for Devices and Radiological Health of the FDA has received the Company’s Emergency Use Approval for the Real Time PCR Test. The Company’s submission has been assigned the unique document control number PEUA200084.

On April 6, 2020, the Company received an Acknowledgment Letter from the FDA that the Center for Devices and Radiological Health of the FDA has received the Company’s Rapid Diagnostic IgG/IgM 10 minute Rapid test application. The Rapid Diagnostic IgG/IgM 10 minute Rapid test requires no machine. The Company’s submission has been assigned the unique document control number EUA200181.

On May 22, 2020, the Company received a Letter of Authorization from 1drop Inc. which authorizes the Company to sell 1drop Inc.’s 1copy TM COVID-19 qPCR Multi Kit, which has received Emergency Use Authorization from the FDA.

On August 3, 2020, the Company received a Letter of Authorization from Healgen Scientific Limited which authorizes the Company to sell Healgen Scientific Limited’s SARS-COV-2 IgG/IgM Antibody Whole Blood, Serum and Plasma. As of May 29, 2020, Healgen Scientific Limited has received Emergency Use Authorization for the Healgen COVID-19 IgG/IgM rapid test cassette (WB/S/P) from the FDA.

On September 14, 2020, the Company received an Acknowledgment Letter from the FDA that the Center for Devices and Radiological Health of the FDA has received the Company’s Global Rapid Antigen Test application. The Company’s submission has been assigned the unique document control number PEUA201789.

COVID-19

In late 2019, COVID-19 was reported to have surfaced in Wuhan, China, which has since spread globally. In March 2020, the World Health Organization declared COVID-19 a global pandemic. The COVID-19 outbreak has resulted in government authorities in the United States and around the world implementing numerous measures to try to reduce the spread of COVID-19, such as travel bans and restrictions, social distancing, quarantines, shelter in place or total lock-down orders and business limitations and shutdowns. While some of these measures were relaxed or rolled back, we continue to monitor the situation as various government authorities have begun to pause the relaxation of restrictions or re-implement or modify certain restrictive measures.

Results of Operations

Three and six months ended December 31, 2020 compared with the three and six months ended December 31, 2019

Operating Expenses

A summary of our operating expense for the three and six months ended December 31, 2020 compared with the three and six months ended December 31, 2019 follows:

	<u>Three Months Ended December 31,</u>		<u>Increase/ (Decrease)</u>
	<u>2020</u>	<u>2019</u>	
Operating expenses:			
Professional fees	\$ 13,450	\$ 21,400	\$ (7,950)
Research and development	65,000	—	65,000
Selling, general and administrative	21,397	29,698	(8,301)
Total operating expenses	<u>\$ 99,847</u>	<u>\$ 51,098</u>	<u>\$ 48,749</u>
	<u>Six Months Ended December 31,</u>		<u>Increase/ (Decrease)</u>
	<u>2020</u>	<u>2019</u>	
Operating expenses:			
Professional fees	\$ 47,225	\$ 35,900	\$ 11,325
Research and development	204,010	—	204,010
Selling, general and administrative	54,661	33,996	20,665
Total operating expenses	<u>\$ 305,896</u>	<u>\$ 69,896</u>	<u>\$ 236,000</u>

Professional Fees

Professional fees relate to expenditures incurred primarily for legal and accounting services. During the three months ended December 31, 2020 compared to the three months ended December 31, 2019 professional fees decreased \$7,950 primarily due to decreased auditor related fees. During the six months ended December 31, 2020 compared to the six months ended December 31, 2019, professional fees increased \$11,325 primarily due to an increase in accounting fees related to the fiscal 2020 audit and related accounting costs.

Research and Product Development

Research and Product Development (“R&D”) costs represent costs incurred to develop our tests and are incurred pursuant to agreements with other third-party providers and certain internal R&D cost allocations when applicable. R&D costs are expensed when incurred. During the three and six months ended December 31, 2020 compared to the three and six months ended December 31, 2019, R&D costs increased \$65,000 and \$ 204,010 as a result of study costs related to COVID-19 rapid diagnostic tests we plan to sell.

Selling, General and Administrative

Selling, general and administrative (“SG&A”) costs include all expenditures related to personnel, travel and entertainment, public company compliance costs, insurance and other office related costs. SG&A costs decreased by \$8,301 to \$21,397 during the three months ended December 31, 2020 compared to \$29,698 during the three months ended December 31, 2019. The decrease is due to a decrease in personnel and stock transfer agent fees offset by the inclusion of rent expense that we did not incur in the prior year. SG&A costs increased by \$20,665 to \$54,661 during the six months ended December 31, 2020 compared to \$33,996 during the six months ended December 31, 2019. The increase is due to the inclusion of rent expense that we did not incur in the prior year offset by a decrease in personnel costs.

Other Income and (Expense)

Other expense includes interest expense recognized on our debt obligations and accretion of the debt discount related to that debt. During the three and six months ended December 31, 2020, interest expense and accretion of debt discount increased \$90,294 and \$136,250, respectively.

Liquidity and Capital Resources

As of December 31, 2020, our assets consisted of \$7,476 in cash and accounts receivable, and \$236,016 in prepaid expenses and other current assets and inventory, compared to current liabilities of \$185,233. From inception to December 31, 2020, we have incurred an accumulated deficit of \$5,181,426. This loss has been incurred through a combination of professional fees, R&D and SG&A costs to support our plans to develop our business and includes \$3,700,000 of expense related to the issuance of 1.85 million shares in exchange for services. During the six months ended December 31, 2020, the Company had revenue of \$37,460, gross profit of \$9,329 and incurred a loss from operations of \$296,567. The Company has incurred losses since inception and may not be able to generate sufficient net revenue from its business in the future to achieve or sustain profitability. The Company currently has insufficient funds to operate over the next twelve months. To finance our operations, we have entered into the EMC2 SPA, which, once our Form S-1 is declared effective, will provide us the necessary financing to remain a going concern over the next twelve months. However, our ability to obtain financing under the EMC2 SPA is dependent on the SEC declaring our Form S-1 filed on January 28, 2020 to be effective. We make no assurances or representations that the SEC will make the S-1 effective. Additionally, we are currently pursuing additional funds through equity or debt financing or a combination thereof. However, aside from the EMC2 SPA, the Company has no commitments to obtain any such financing, and there can be no assurance that financing will be available in amounts or on terms acceptable to the Company, if at all.

Summary of Cash Flows

Presented below is a table that summarizes the cash provided or used in our activities and the amount of the respective increases or decreases in cash provided by (used in) those activities between the fiscal periods:

	Six Months Ended December 31,		Increase/ Decrease
	2020	2019	
Operating activities	\$ (424,089)	\$ (39,821)	\$ (384,268)
Investing activities	(3,505)	—	(3,505)
Financing activities	419,922	20,000	399,922
Net increase (decrease) in cash and cash equivalents	<u>\$ (7,672)</u>	<u>\$ (19,821)</u>	<u>\$ 12,149</u>

Operating Activities

Net cash used in operating activities increased \$384,268 primarily due to increases in R&D, professional fees and SG&A costs.

Investing Activities

Net cash used in investing activities increased \$3,505 due to the purchase of computer equipment.

Financing Activities

During the six months ended December 31, 2020, the Company received \$430,000 upon the sale of 514,298 shares of common stock, \$162,000 from the sale of convertible promissory notes, and \$38,422 from advances under a related party note. The Company made principal payments totaling \$73,000 towards convertible promissory notes and \$137,500 towards the related party note due to LionsGate.

Other Contractual Obligations

None.

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 are material to investors.

Recently Issued Accounting Pronouncements

See Note 2 to our Financial Statements for more information regarding recent accounting pronouncements and their impact to our results of operations and financial position.

New Accounting Standards to be Adopted Subsequent to December 31, 2020

None.

Critical Accounting Policies and Significant Judgments' and Use of Estimates

We have prepared our consolidated financial statements in conformity with accounting principles generally accepted in the United States. Our preparation of these financial statements and related disclosures requires us 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 revenue and expenses during the reporting periods. These estimates can also affect supplemental disclosures including information about contingencies, risk and financial condition. Critical accounting estimates are defined as those that are reflective of significant judgments and uncertainties and potentially yield materially different results under different assumptions or conditions. Given current facts and circumstances, we believe that our estimates and assumptions are reasonable, adhere to GAAP and are consistently applied. We evaluate our estimates and judgments on an ongoing basis. Actual results may differ from these estimates under different assumptions or conditions. Our critical accounting policies are more fully described above under the Notes to Financial Statements "NOTE 2 – Summary of Significant Accounting Policies".

Related Party Transactions

For a discussion of our Related Party Transactions, refer to "Note 5 - Related Party Transactions" to our Financial Statements included elsewhere in this Quarterly Report on Form 10-Q.

Item 4. Controls and Procedures

Disclosure Controls and Procedures

Under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, we conducted an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures, as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934 (the "Exchange Act"), as of the end of the period covered by this quarterly report. Based on this evaluation, our Chief Executive Officer and Chief Financial Officer concluded that as of December 31, 2020, that our disclosure controls and procedures were effective such that the information required to be disclosed in our SEC filings is recorded, processed, summarized and reported within the time periods specified in SEC rules and forms, and is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure.

Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) that occurred during the period covered by this report that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II – OTHER INFORMATION

Item 1A. Risk Factors

COVID-19 Pandemic Impact and Risk

At this time, it is not possible to fully assess the impact of the COVID-19 pandemic on the Company's operations and capital requirements. Should the COVID-19 pandemic continue, it may adversely affect the Company's ability to (i) retain employees and consultants; (ii) obtain additional financing on terms acceptable to the Company, if at all; (iii) delay regulatory submissions and approvals; (iv) delay, limit or preclude the Company from securing manufacturing sites or partnerships; (v) delay, limit or preclude the Company from achieving technology or product development goals, milestones, or objectives; and (vi) preclude or delay entry into joint venture or partnership arrangements. The occurrence of any one or more of such events may affect the Company's ability to execute on its business plan.

The Company's priority and commitment is to the health and security of its team members, their families and its partners through this unprecedented event.

Item 5. Other information

On January 27, 2021, the Company and LionsGate entered into a Loan Agreement and Promissory Note pursuant to which the Company may borrow up to \$250,000 at an annual interest rate of 5% and default interest rate of 15%. The Loan Agreement supersedes the Note and Note Amendment and includes a beginning balance of \$29,951.04 which was the balance of advances and accrued interest owed under the Note as of January 27, 2021. The Promissory Note matures on December 31, 2021.

Item 6. Exhibits**Exhibit No** **Description of Exhibit**

2.1	Notice of Entry of Order, Eight Judicial District Court, Clark County, Nevada, Case No.: A-19-787038-P (Incorporated by reference to Form 10 filed on December 19, 2019)
3.1	Articles of Incorporation (Incorporated by reference to Form S-1 filed on January 28, 2014)
3.2	By-Laws (Incorporated by reference to Form S-1 filed on January 28, 2014)
3.3	Certificate of Change dated May 9, 2019 (Incorporated by reference to Form 10 filed on December 19, 2019)
3.4	Certificate of Amendment dated May 9, 2019 (Incorporated by reference to Form 10 filed on December 19, 2019)
3.5	Certificate of Change dated August 30, 2019 (Incorporated by reference to Form 10 filed on December 19, 2019)
4.1	Stock Purchase and Sale Agreement between the Company and Lionsgate Funding Group, LLC dated May 23, 2019 (Incorporated by reference to Form 10 filed on December 19, 2019)
4.2	Media and Marketing Services Agreement between Global WholeHealth Partners Corp and Empire Associates, Inc. dated August 18, 2020 (Incorporated by reference to the Form 8-K filed on August 21, 2020)
4.3	Form of Common Stock Purchase Agreement between Global WholeHealth Partners Corp and EMC2 Capital, LLC dated July 22, 2020 (Incorporated by reference to the Form 8-K filed on July 23, 2020)
4.4	Form of Common Stock Purchase Warrant between Global WholeHealth Partners Corp and EMC2 Capital, LLC dated July 22, 2020 (Incorporated by reference to the Form 8-K filed on July 23, 2020)
4.5	Registration Rights Agreement between Global WholeHealth Partners Corp and EMC2 Capital, LLC dated July 22, 2020 (Incorporated by reference to the Form 8-K filed on July 23, 2020)
4.6	Form of Stock Purchase Agreement between Global WholeHealth Partners Corp and Geneva Roth Remark Holdings, Inc. dated July 13, 2020 (Incorporated by reference to the Form 10-K filed on September 28, 2020)
4.7	Form of Convertible Promissory Note between Global WholeHealth Partners Corp and Geneva Roth Remark Holdings, Inc. dated July 13, 2020 (Incorporated by reference to the Form 10-K filed on September 28, 2020)
4.8	Form of Stock Purchase Agreement between Global WholeHealth Partners Corp and Geneva Roth Remark Holdings, Inc. dated August 3, 2020 (Incorporated by reference to the Form 10-K filed on September 28, 2020)
4.9	Form of Convertible Promissory Note between Global WholeHealth Partners Corp and Geneva Roth Remark Holdings, Inc. dated August 3, 2020 (Incorporated by reference to the Form 10-K filed on September 28, 2020)
10.1	Distribution Agreement and Letter of Exclusivity (Incorporated by reference to Form 10 filed on March 20, 2020)
10.2	Form of Promissory Note between LionsGate Funding Group LLC and Global WholeHealth Partners Corp. dated March 29, 2020 (Incorporated by reference to the Form 10-Q filed on May 7, 2020)
10.3	Form of convertible promissory Note dated April 18, 2020 (Incorporated by reference to the Form 10-K filed on September 28, 2020)
10.4	Loan Agreement and Promissory Note between LionsGate Funding Group LLC and Global WholeHealth Partners Corp. dated January 27, 2021*
31.1	Certification of Principal Executive Officer and Principal Financial Officer Pursuant to Rule 13a-14 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 and Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, As Adopted Pursuant to 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 - Label Linkbase Document**
101.PRE	XBRL Taxonomy Extension - Presentation Linkbase Document**

*Filed herewith

** Furnished herewith. XBRL (eXtensible Business Reporting Language) information is furnished and not filed or a part of a registration statement or prospectus for purposes of Sections 11 or 12 of the Securities Act of 1933, as amended, is deemed not filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and otherwise is not subject to liability under these sections.

SIGNATURE

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

Global WholeHealth Partners Corp.

By: /s/ Charles Strongo

Charles Strongo

Chief Executive Officer, Chief Financial Officer and Director
(Principal Executive Officer and Principal Financial Officer)

Date: February 16, 2021

LOAN AGREEMENT

THIS LOAN AGREEMENT is dated as of January 27, 2021, by and between Global WholeHealth Partners Corp., a corporation organized under the laws of the State of Nevada ("**Borrower**"), and LionsGate Funding Group LLC ("**Creditor**").

WITNESSETH:

WHEREAS, Borrower and Creditor entered into a Promissory Note dated as of March 29, 2020 and Amendment No. 1 to the Promissory Note dated June 30, 2020 (collectively, the "**Former Note**"), pursuant to which Borrower owes Creditor \$29,951.04 of principal and interest as of January 27, 2021; and

WHEREAS, Borrower and Creditor agree that this Loan Agreement shall supersede the Former Note in its entirety; and

WHEREAS, Creditor has agreed to make a loan to Borrower, and Borrower has agreed to accept a loan from Creditor, in the form of a line of credit of up to TWO HUNDRED AND FIFTY THOUSAND DOLLARS (US\$250,000) (the "**Loan Amount**") on the terms and subject to the conditions hereinafter set forth; and

WHEREAS, the beginning balance owed by Borrower under this Loan Agreement will be \$29,951.04.

NOW, THEREFORE, the parties hereto, in consideration of their mutual covenants hereinafter set forth and intending to be legally bound hereby, agree as follows:

ARTICLE I DEFINITIONS

1.01. Certain Definitions. In addition to other words and terms defined elsewhere in this Agreement, as used herein the following words and terms shall have the following meanings, respectively:

"**Agreement**" shall mean this Loan Agreement as the same may be amended, modified or supplemented from time to time.

"**Closing**" shall mean the execution and delivery of the Loan Documents by Borrower and Creditor.

"**Closing Date**" shall mean the date of each Closing.

"**Event of Default**" shall mean any of the events of default described in **Section 6.01**.

"**Loan**" shall mean loan of the up to \$250,000 to be made by Creditor to Borrower pursuant to this Agreement.

"**Loan Documents**" shall mean, collectively, this Agreement, the Promissory Note, and any and all other documents delivered by or on behalf of Borrower in connection with the Loan, as the same may be amended, modified or supplemented from time to time.

"**Note(s)**" or "**Promissory Note(s)**" shall mean each of Borrower's promissory notes in the aggregate amounts of up to \$250,000 to Creditor and attached hereto as **Exhibit A**, as said Note(s) may be extended, renewed, refinanced, refunded, amended, modified or supplemented from time to time, and any replacement or successor note.

“**Official Body**” shall mean any government or political subdivision or any agency, authority, bureau, department or instrumentality of either, or any court, tribunal, grand jury or arbitrator, in each case whether foreign or domestic.

“**Potential Default**” shall mean any condition, event, act or omission which, with the giving of notice or passage of time or both, would constitute an Event of Default as described in **Article VI** below.

1.02. Construction of Agreement. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular and vice versa. References in this Agreement to “**judgments**” of Creditor include good faith estimates by Creditor (in the case of quantitative judgments) and good faith beliefs by Creditor (in the case of qualitative judgments). The words “**hereof**,” “**herein**,” “**hereunder**,” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. The section and other headings contained in this Agreement are for reference purposes only and shall not control or affect the construction of this Agreement or the interpretation hereof in any respect. Section and subsection references are to this Agreement unless otherwise specified.

ARTICLE II THE LOAN

2.01. Agreement to Lend. Subject to the terms and conditions hereof and relying upon the representations and warranties herein set forth, Creditor agrees to make advances to the Borrower in the aggregate amount of up to \$250,000; of which \$29,951.04 was advanced to the Borrower pursuant to the Former Note, prior to execution of this Agreement. Creditor agrees to loan up to the remaining \$170,548.96 from time-to-time.

2.02 Use of Proceeds. The proceeds of the Loan will be used for general administrative purposes as Borrower sees fit.

2.03. Maturity Date. The Loan shall mature on the earlier of: (i) December 31, 2021, or (ii) the date on which Borrower has completed one or more equity financings after the date of this Agreement in which the Borrower has received an aggregate of no less than THREE MILLION DOLLARS (\$3,000,000).

2.04. Notes. The obligation of Borrower to repay the principal and interest of the Loan shall be evidenced by the Note(s).

ARTICLE III REPRESENTATIONS AND WARRANTIES

Borrower represents and warrants to Creditor that:

3.01. Authority and Authorization. Borrower has the power and authority to execute and deliver this Agreement, to make the borrowing provided for herein, to execute and deliver the Note in evidence of such borrowing, to execute and deliver the other Loan Documents to which Borrower is a party and to perform its obligations hereunder and under the Note and the other Loan Documents, and all such action has been duly and validly authorized.

3.02. Execution and Binding Effect. This Agreement, the Note and the other Loan Documents to which Borrower is a party have been duly and validly executed and delivered by Borrower and constitute legal, valid and binding obligations of Borrower, enforceable in accordance with the terms hereof and thereof, subject to the effect of bankruptcy, insolvency, reorganization, arrangement, moratorium, or other similar laws relating to or affecting the rights of creditors generally.

3.03. Authorizations and Filings. No authorization, consent, approval, license, exemption or other action by, and no registration, qualification, designation, declaration or filing with, any Official Body is or will be necessary or advisable in connection with the execution and delivery of this Agreement, the Note or the other Loan Documents, consummation of the transactions herein or therein contemplated or performance of or compliance with the terms and conditions hereof or thereof.

3.04. Absence of Conflicts. Neither the execution and delivery of this Agreement, the Note or the other Loan Documents nor consummation of the transactions herein or therein contemplated nor performance of or compliance with the terms and conditions hereof or thereof will (a) violate any law, (b) conflict with or result in a breach of or a default under any agreement or instrument to which Borrower is a party or by which either of them or any of their properties (now owned or hereafter acquired) may be subject or bound or (c) result in the creation or imposition of any lien, charge, security interest or encumbrance upon any property (now owned or hereafter acquired) of Borrower.

3.05. Financial Condition. Borrower has not applied for or consented to the appointment of a receiver, trustee or liquidator of itself or any of its property, admitted in writing its inability to pay its debts as they mature, made a general assignment for the benefit of creditors, been adjudicated a bankrupt or insolvent or filed a voluntary petition in bankruptcy, or a petition or an answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or an answer admitting the material allegations of a petition filed against it in any proceeding under any such law, and no action has been taken by Borrower for the purpose of effecting any of the foregoing. No order, judgment or decree has been entered by any court of competent jurisdiction approving a petition seeking reorganization of Borrower or all or a substantial part of the assets of Borrower, or appointing a receiver, sequestrator, trustee or liquidator of it or any of its property.

3.06. Defaults. No Event of Default and no Potential Default has occurred and is continuing or exists.

3.07. Litigation. There is no pending or (to Borrower's knowledge) threatened proceeding by or before any Official Body against or affecting Borrower which if adversely decided would have a material adverse effect on the business, operations or condition, financial or otherwise, of Borrower or on the ability of Borrower to perform its obligations under the Loan Documents.

3.08. Power to Carry On Business. Borrower has all requisite power and authority to own and operate its properties and to carry on its business as now conducted and as presently planned to be conducted.

ARTICLE IV CONDITIONS OF LENDING

The obligation of Creditor to consummate the Closing and to make the Loan is subject to the satisfaction of the following conditions:

4.01. Representations and Warranties. The representations and warranties contained in **Article III** hereof and in the other Loan Documents shall be true on and as of the Closing Date. No Event of Default and no Potential Default shall have occurred and be continuing or shall exist or shall occur and exist after the consummation of the Closing.

4.02. Miscellaneous. Borrower shall have furnished to Creditor such other instruments, documents and opinions as Creditor shall reasonably require to evidence and secure the Loan and to comply with this Agreement, the Promissory Note and the requirements of regulatory authorities to which Borrower is subject.

4.03. Details, Proceedings and Documents. All legal details and proceedings in connection with the transactions contemplated by this Agreement shall be satisfactory to Creditor and Creditor shall have received all such counterpart originals or certified or other copies of such documents and proceedings in connection with such transactions, in form and substance satisfactory to Creditor, as Creditor may from time to time request.

ARTICLE V AFFIRMATIVE COVENANTS

Borrower covenants to Creditor as follows:

5.01. Notices. Promptly upon becoming aware thereof, Borrower shall give Creditor notice of:

(a) any Event of Default or Potential Default, together with a written statement setting forth the details thereof, and the action being taken by Borrower to remedy the same; or

(b) the commencement, existence or threat of any proceeding by or before any Official Body against or affecting Borrower which, if adversely decided, would have a material adverse effect on the business, operations or condition, financial or otherwise, of Borrower or on its ability to perform its obligations under the Loan Documents.

5.02. Books and Records. Borrower shall maintain and keep proper records and books of account in which full, true and correct entries shall be made of all its dealings and business affairs.

5.03. Right to Participate in Future Financings. Creditor shall have the right, but not the obligation, so long as any part of the principal of the Loan (or any accrued and unpaid interest thereon) remains outstanding to participate, on the same terms and conditions as other investors, in any equity or debt financings effected by Borrower; and, in any such financing in which the Creditor may elect, in its sole discretion, to participate the Creditor may, at its option, apply the then outstanding principal balance of the Loan (and accrued and unpaid interest thereon) towards the purchase price of the securities acquired by it in any such financing.

5.04. Other Obligations. Borrower shall maintain all obligations of Borrower in whatsoever manner incurred, including but not limited to obligations for borrowed money or for services or goods purchased by Borrower, in a current status.

ARTICLE VI DEFAULTS

6.01. Events of Default. An Event of Default shall mean the occurrence or existence of one or more of the events or conditions (whatever the reason for such Event of Default and whether voluntary, involuntary or effected by operation of law) described below which continues and persists for thirty (30) days beyond the required date of notice of such Event of Default specified in **Section 5.01**:

- i. failure to pay any required principal repayment on the Loan when due or failure to pay any cash interest (if applicable) on the Loan within 10 days of the date upon which such interest is due;

- ii. failure to pay, or any default in the payment of, any principal of or any interest on any debt for money borrowed (other than the Loan, which is covered by (i) above) of Borrower, which remains uncured for a period of 30 days;
- iii. any material breach of representations and warranties made by Borrower, which remains uncured for a period of 30 days after notice by Creditor;
- iv. bankruptcy or insolvency of Borrower; and
- v. any final judgment, writ or warrant of attachment in an amount greater than \$100,000 filed against Borrower or its assets which remains unbonded, uninsured or unstayed for 120 days.

6.02. Consequences of an Event of Default. If an Event of Default specified in **Section 6.01** shall occur and continue after the expiration of applicable notice and grace periods, if any, set forth therein, Creditor may, by notice to Borrower, declare the unpaid principal amount of the Note and all other amounts owing by Borrower hereunder or under the Note or the other Loan Documents to be immediately due and payable without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived, and an action therefor shall immediately accrue.

ARTICLE VII MISCELLANEOUS

7.01. Further Assurances. From time to time upon the request of Creditor, Borrower shall promptly and duly execute, acknowledge and deliver any and all such further instruments and documents as Creditor may reasonably deem necessary or desirable to confirm this Agreement and the Note, to carry out the purpose and intent hereof and thereof or to enable Creditor to enforce any of its rights hereunder or thereunder.

7.02. Amendments and Waivers. Creditor and Borrower may from time to time enter into agreements amending, modifying or supplementing this Agreement or the Note or any other Loan Document or changing the rights of Creditor or of Borrower hereunder or thereunder, and Creditor may from time to time grant waivers or consents to a departure from the due performance of the obligations of Borrower hereunder or thereunder. Any such agreement, waiver or consent must be in writing and shall be effective only to the extent specifically set forth in such writing. In the case of any such waiver or consent relating to any provision hereof any Event of Default or Potential Default so waived or consented to shall be deemed to be cured and not continuing, but no such waiver or consent shall extend to any other or subsequent Event of Default or Potential Default or impair any right consequent thereto.

7.03. No Implied Waiver; Cumulative Remedies. No course of dealing and no delay or failure of Creditor in exercising any right, power or privilege under any of the Loan Documents shall affect any other exercise thereof or exercise of any other right, power or privilege. The rights and remedies of Creditor under this Agreement are cumulative and not exclusive of any rights or remedies which Creditor would otherwise have under the other Loan Documents, at law or in equity.

7.04. Notices. Any notice or other communication required or permitted hereunder shall be in writing and, unless delivery instructions are otherwise expressly set forth above herein, either delivered personally (effective upon delivery), by facsimile transmission (effective on the next day after transmission), by recognized overnight delivery service (effective on the next day after delivery to the service), or by registered or certified mail, postage prepaid and return receipt requested (effective on the third Business Day after the date of mailing), at the following addresses or facsimile transmission numbers (or at such other address(es) or facsimile transmission number(s) for a Party as shall be specified by like notice, effective day of transmission):

If to the **Borrower**, at:

Global WholeHealth Partners Corporation
1402 N El Camino Real
San Clemente, CA 92672
Attention: President & CEO

If to **Creditor**, at:

LionsGate Funding Group LLC
2227 Avenida Oliva
San Clemente, CA 92673
Attention: President

or to such other persons or at such other addresses as shall be furnished by any party by like notice to the others. No change in any of such addresses shall be effective insofar as notices under this **Section 7.04** are concerned unless such changed address shall have been given to such other party hereto as provided in this **Section 7.04**. For purposes hereof, the term “**Business Day**” means any day other than a Saturday, Sunday or any day on which banks in the State of California are authorized or required by federal law to be closed in California.

7.05. No Third Party Rights. Except as contemplated by **Section 7.08** hereof, nothing in this Agreement, whether express or implied, shall be construed to give to any person other than the parties hereto any legal or equitable right, remedy or claim under or in respect of this Agreement, which is intended for the sole and exclusive benefit of the parties hereto.

7.06. Severability. The provisions of this Agreement are intended to be severable. If any provision of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

7.07. Number and Gender. For purposes of this Agreement, the singular shall be deemed to include the plural and the neuter shall be deemed to include the masculine and feminine, and vice versa, as the context may require.

7.08. Heirs, Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Creditor, Borrower and their respective heirs, successors and assigns, except that Borrower may not assign or transfer any of its rights hereunder without the prior written consent of Creditor. Except to the extent otherwise required by the context of this Agreement, the term “**Creditor**” where used in this Agreement shall mean and include any holder of the Note originally issued to Creditor hereunder, and the holder of such Note shall be bound by and have the benefits of this Agreement the same as if such holder had been a signatory hereto.

7.09 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The exchange of copies of this Agreement or amendments thereto and of signature pages by facsimile transmission or by email transmission in portable digital format, or similar format, shall constitute effective execution and delivery of such instrument(s) as to the parties and may be used in lieu of the original Agreement or amendment for all purposes. Signatures of the parties transmitted by facsimile or by email transmission in portable digital format, or similar format, shall be deemed to be their original signatures for all purposes.

7.10. Governing Law. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of California without giving effect to the choice of law provisions thereof. The parties to this Agreement, acting for themselves and for their respective successors and assigns, without regard to domicile, citizenship or residence, hereby expressly and irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent and subject themselves to the jurisdiction of, the courts of the State of California, and/or the United States District Court for the Southern District of California, in respect of any matter arising under this Agreement. Service of process, notices and demands of such courts may be made upon any party to this Agreement by personal service at any place where it may be found or giving notice to such party as provided in **Section 7.04**.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date first above written.

GLOBAL WHOLEHEALTH PARTNERS CORPORATION

By: _____
Name: Charles Strongo
Title: President and Chief Executive Officer

LIONS GATE FUNDING GROUP LLC

By: _____
Name:
Title: President

EXHIBIT A
PROMISSORY NOTE

\$250,000

January 27, 2021

FOR VALUE RECEIVED, the undersigned Global WholeHealth Partners Corporation, a Nevada corporation having its principal place of business at 1402 N El Camino Real, San Clemente, CA 92673 (“**Borrower**”), hereby promises to pay to the order of lionsGate Funding Group LLC, a Wyoming corporation having its principal place of business at 2227 Avenida Oliva, San Clemente, CA 92673 (“**Payee**”), in lawful money of the United States of America, the principal sum of up to TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000), together with interest thereon, payable as set forth below.

This Note is being issued pursuant to the terms of the Loan Agreement dated as of even date hereof between Borrower and Payee (the “**Loan Agreement**”).

The entire balance, interest and principal, will be payable in full on the earlier of: (i) December 31, 2021, or (ii) the date on which Borrower has completed one or more equity financings after the date of the Bridge Loan Agreement in which the Borrower has received an aggregate of no less than THREE MILLION DOLLARS (\$3,000,000) (the “**Maturity Date**”).

Interest on this Note shall compound quarterly and shall accrue at the annual rate of five percent (5%) as computed on the basis of a 365-day year. Interest will begin to accrue as of the date hereof and is payable on the Maturity Date, accelerated or otherwise, when the principal and remaining accrued but unpaid interest shall be due and payable. Following the occurrence and during the continuance of an Event of Default, which, if susceptible to cure is not cured within the cure periods (if any) set forth in **Section 6.01** of the Loan Agreement, otherwise then from the first date of such occurrence until cured, the annual interest rate on this Note shall be fifteen percent (15%), and be due on demand.

This Note may be prepaid at any time, in whole or in part, without interest, penalty or premium of any kind.

If any payment of principal or interest on this Note shall become due on a day which is a Saturday, Sunday or holiday, such payment shall be made on the next succeeding business day.

Borrower hereby waives presentment for payment, demand, notice of nonpayment or dishonor, protest and notice of protest.

No delay or omission on the part of Payee or any holder hereof in exercising its rights under this Note, or course of conduct relating thereto, shall operate as a waiver of such rights or any other right of Payee or any holder hereof, nor shall any waiver by Payee or any holder hereof of any such right or rights on any one occasion be deemed a bar to, or waiver of, the same right or rights on any future occasion.

Borrower shall pay Payee on demand any reasonable out-of-pocket expenses (including reasonable legal fees) arising out of or in connection with any action or proceeding (including any action or proceeding arising in or related to any insolvency, bankruptcy or reorganization involving or affecting Borrower) taken to protect, enforce, collect, determine or assert any right or remedy under this Note.

This Note shall bind Borrower and the heirs and assigns of Borrower, and the benefits hereof shall inure to the benefit of Payee and the heirs and assigns of Payee. All references herein to “**Borrower**” shall be deemed to apply to Borrower and its heirs and assigns, and all references herein to “**Payee**” shall be deemed to apply to Payee and its heirs and assigns.

In the event one person or a group of related persons acquires more than 50% of the voting stock of Borrower (other than the current principal shareholders or Borrower's current senior management or trusts created for the benefit of the families of either the principal shareholders or the current senior management), a Change of Control will have been deemed to have occurred. In the event of a Change of Control, the Payee shall have the right, but not the obligation, to require Borrower to repurchase all or any part of Borrower's Loan at a price equal to 100% of the aggregate principal amount thereof, plus accrued and unpaid interest remaining.

This Note shall be governed by and construed in accordance with the laws of the State of California, including, but not limited to, California statutes of limitations. Any action brought by either party against the other concerning the transactions contemplated by this Agreement shall be brought only in the civil or state courts of California or in the federal courts located in the State of California. Both parties and the individual signing this Agreement on behalf of the Borrower agree to submit to the jurisdiction of such courts. The prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs. In the event that any provision of this Note is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any such provision which may prove invalid or unenforceable under any law shall not affect the validity or unenforceability of any other provision of this Note. Nothing contained herein shall be deemed or operate to preclude the Payee from bringing suit or taking other legal action against the Borrower in any other jurisdiction to collect on the Borrower's obligations to Payee, or to enforce a judgment or other decision in favor of the Payee.

IN WITNESS WHEREOF, Borrower, intending to be legally bound, has executed this Note as of the date and year first above written with the intention that this Note shall constitute a sealed instrument.

GLOBAL WHOLEHEALTH PARTNERS CORPORATION

By: _____
Name: Charles Strongo
Title: President and Chief Executive Officer

**CERTIFICATION PURSUANT TO RULE 13A-14(A) OF THE SECURITIES EXCHANGE ACT OF 1934
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Charles Strongo, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Global WholeHealth partners Corp. (the “**Registrant**”);
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. As the registrant’s certifying officer I am 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 my supervision, to ensure that material information relating to the registrant is made known to me 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 my 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 my conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. As the registrant's certifying officer I have disclosed, based on my most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant’s Board of Directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: February 16, 2021

/s/ Charles Strongo

Charles Strongo

Chief Executive Officer, Chief Financial Officer and Director

(Principal Executive Officer and Principal Financial Officer)

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

The undersigned, as the Chief Executive Officer and the Chief Financial Officer of Global WholeHealth partners Corp., certifies that, to the best of their knowledge and belief, the Quarterly Report on Form 10-Q for the three and six months ended December 31, 2020 that accompanies this certification fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and the information contained in the quarterly report fairly presents, in all material respects, the financial condition and results of operations of Global WholeHealth partners Corp. at the dates and for the periods indicated. The foregoing certification is made pursuant to 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. 1350) and shall not be relied upon for any other purpose.

Date: February 16, 2021

/s/ Charles Strongo

Charles Strongo

Chief Executive Officer, Chief Financial Officer and Director

(Principal Executive Officer and Principal Financial Officer)