

Disclosure Statement Pursuant to the Pink Basic Disclosure Guidelines

QED Connect

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74732Q300

Yearly Report

For the period ending December 31, 2023 (the "Reporting Period")

Outstanding Shares

The number of shares outstanding of our Common Stock was:

3,154,061,005 outstanding and issued 651,315,613 restricted and 2,502,745,392 unrestricted as of December 31, 2023

2,534,061,005 outstanding and issued 201,315,613 restricted and 2,332,745,392 unrestricted as of December 31, 2022

Shell Status

Indicate by check mark whether the company is a shell company (as defined in Rule 405 of the Securities Act of 1933, Rule 12b-2 of the Exchange Act of 1934 and Rule 15c2-11 of the Exchange Act of 1934):

Yes: ☐ No: ☒

Indicate by check mark whether the company's shell status has changed since the previous reporting period:

Yes: ☐ No: ☒

Change in Control

Indicate by check mark whether a Change in Control¹ of the company has occurred over this reporting period:

Yes: ☐ No: ☒

1) Name and address(es) of the issuer and its predecessors (if any)

¹ "Change in Control" shall mean any events resulting in:

- (i) Any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) becoming the "beneficial owner" (as defined in Rule 13d-3 of the Exchange Act), directly or indirectly, of securities of the Company representing fifty percent (50%) or more of the total voting power represented by the Company's then outstanding voting securities;
- (ii) The consummation of the sale or disposition by the Company of all or substantially all of the Company's assets;
- (iii) A change in the composition of the Board occurring within a two (2)-year period, as a result of which fewer than a majority of the directors are directors immediately prior to such change; or
- (iv) The consummation of a merger or consolidation of the Company with any other corporation, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or its parent) at least fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity or its parent outstanding immediately after such merger or consolidation.

In answering this item, provide the current name of the issuer any names used by predecessor entities, along with the dates of the name changes.

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The state of incorporation or registration of the issuer and of each of its predecessors (if any) during the past five years; Please also include the issuer's current standing in its state of incorporation (e.g. active, default, inactive):

New York

Describe any trading suspension orders issued by the SEC concerning the issuer or its predecessors since inception:

None

List any stock split, stock dividend, recapitalization, merger, acquisition, spin-off, or reorganization either currently anticipated or that occurred within the past 12 months:

None

The address(es) of the issuer's principal executive office:

Car 35 # 16 A sur-75 Int 106 Medellin Colombia

The address(es) of the issuer's principal place of business:

☐ Check if principal executive office and principal place of business are the same address:

Car 35 # 16 A sur-75 Int 106 Medellin Colombia

Has the issuer or any of its predecessors been in bankruptcy, receivership, or any similar proceeding in the past five years?

No: ☒ Yes: ☐ If Yes, provide additional details below:

2) Security Information

Transfer Agent

Name: Olde Monmouth Stock Transfer Company, Inc.

Phone: 732-872-2727

Email: matt@oldemonmouth.com

Address: 200 Memorial Parkway Atlantic Highlands, NJ 07716

Publicly Quoted or Traded Securities:

The goal of this section is to provide a clear understanding of the share information for its publicly quoted or traded equity securities. Use the fields below to provide the information, as applicable, for all outstanding classes of securities that are publicly traded/quoted.

Trading symbol:	<u>QEDN</u>	
Exact title and class of securities outstanding:	<u>Common</u>	
CUSIP:	Trading symbol:	<u>QEDN</u>
Exact title and class of securities outstanding:	<u>Common</u>	
CUSIP:	<u>74732Q300</u>	
Par or stated value:	<u>0.001</u>	

Total shares authorized:	<u>5,150,000,000</u>	as of date: <u>December 31, 2023</u>
Total shares outstanding:	<u>3,154,061,005</u>	as of date: <u>December 31, 2023</u>
Number of shares in the Public Float ² :	<u>688,232,011</u>	as of date: <u>December 31, 2023</u>
Total number of shareholders of record:	<u>238</u>	as of date: <u>December 31, 2023</u>

Par or stated value: 0.001

Total shares authorized:	<u>5,150,000,000</u>	as of date: <u>December 31, 2023</u>
Total shares outstanding:	<u>3,154,061,005</u>	as of date: <u>December 31, 2023</u>
Number of shares in the Public Float ³ :	<u>688,232,011</u>	as of date: <u>December 31, 2023</u>
Total number of shareholders of record:	<u>238</u>	as of date: <u>December 31, 2023</u>

All additional class(es) of publicly quoted or traded securities (if any):

Trading symbol:	<u>NONE</u>
Exact title and class of securities outstanding:	<u> </u>
CUSIP:	<u> </u>
Par or stated value:	<u> </u>
Total shares authorized:	<u> </u> as of date: <u> </u>
Total shares outstanding:	<u> </u> as of date: <u> </u>
Total number of shareholders of record:	<u> </u> as of date: <u> </u>

Other classes of authorized or outstanding equity securities:

The goal of this section is to provide a clear understanding of the share information for its other classes of authorized or outstanding equity securities (e.g. preferred shares). Use the fields below to provide the information, as applicable, for all other authorized or outstanding equity securities.

Trading symbol:	<u>QEDN</u>
Exact title and class of securities outstanding:	<u>Prefer A</u>
CUSIP:	<u>74732Q300</u>
Par or stated value:	<u> </u>
Total shares authorized:	<u>500,000,000</u> as of date: <u>December 31, 2023</u>
Total shares outstanding:	<u>500,000,000</u> as of date: <u>December 31, 2023</u>
Total number of shareholders of record:	<u>238</u> as of date: <u>December 31, 2023</u>

Trading symbol:	<u>QEDN</u>
Exact title and class of securities outstanding:	<u>Prefer B</u>
CUSIP:	<u>74732Q300</u>
Par or stated value:	<u> </u>
Total shares authorized:	<u>350,000,000</u> as of date: <u>December 31, 2023</u>

² "Public Float" shall mean the total number of unrestricted shares not held directly or indirectly by an officer, director, any person who is the beneficial owner of more than 10 percent of the total shares outstanding (a "control person"), or any affiliates thereof, or any immediate family members of officers, directors and control persons.

³ "Public Float" shall mean the total number of unrestricted shares not held directly or indirectly by an officer, director, any person who is the beneficial owner of more than 10 percent of the total shares outstanding (a "control person"), or any affiliates thereof, or any immediate family members of officers, directors and control persons.

Total shares outstanding:	<u>350,000,000</u>	<u>as of date: December 31, 2023</u>
Total number of shareholders of record:	<u>238</u>	<u>as of date: December 31, 2023</u>
Trading symbol:	<u>QEDN</u>	
Exact title and class of securities outstanding:	<u>Prefer C</u>	
CUSIP:	<u>74732Q300</u>	
Par or stated value:		
Total shares authorized:	<u>150,000,000</u>	<u>as of date: December 31, 2023</u>
Total shares outstanding:	<u>150,000,000</u>	<u>as of date: December 31, 2023</u>
Total number of shareholders of record:	<u>238</u>	<u>as of date: December 31, 2023</u>

Security Description:

The goal of this section is to provide a clear understanding of the material rights and privileges of the securities issued by the company. Please provide the below information for each class of the company's equity securities, as applicable:

1. For common equity, describe any dividend, voting and preemption rights.

Common shares have no dividend rights and any preemption rights.

2. For preferred stock, describe the dividend, voting, conversion, and liquidation rights as well as redemption or sinking fund provisions.

2.1. Rights, preferences, privileges, powers, and restrictions of preferred shares:

2.1.1 Authorizes a series of the Company's "A" shares of preferred stock, par value \$0.001 per share (the "Preferred Stock"), and hereby states the designation and number of shares, and fixes the relative rights, preferences, privileges, powers, and restrictions thereof, as follows:

I. DESIGNATION AND AMOUNT

The designation of this series consists of five hundred million (500,000,000) shares of Preferred Stock and is the Series A Preferred Stock (the "Series A Preferred Stock").

II. CERTAIN DEFINITIONS

For purposes of this Certificate of Designation, in addition to the other terms defined herein, the following terms shall have the following meanings:

- a. "Common Stock" means the common stock of the Company, par value \$0.001 per share, together with any securities into which the common stock may be reclassified.
- b. "Corporation" means the collective reference to the Company and its successors in interest.
- c. "Holder" shall mean the holder or owner of shares or his/her designee or assigns.

d. “Securities Exchange” means any one of the New York Stock Exchange, NYSE, AMEX, NASDAQ, OTC Bulletin Board, OTM Markets or any other securities exchange or recognized quotation service in the United States where the Corporation’s Common Stock may be traded.

e. “Series A Preferred Stock” shall mean the five hundred million (500,000,000) shares of Series A Preferred Stock authorized for issuance pursuant to the Certificate of Designation.

f. “Trading Day” shall mean any day on which the Common Stock is traded for any period on the Securities Exchange or other securities market on which the Common Stock is then being traded.

III. DIVIDENDS

The Holder of Series A Preferred Stock will not be entitled to receive dividends of any kind, including but not limited to and dividends paid on Common Stock.

IV. CONVERSION

The Holder of the Series A Preferred Stock shall have the right, from time to time, to convert shares of the Series A Preferred Stock at the conversion ratio of fifteen (15) shares of Common Stock for each single (1) share of Series A Preferred Stock. Shares of Series A Preferred Stock are anti-dilutive to reverse splits, and therefore in the case of a reverse split, are convertible to the number of Common Shares after the reverse split as would have been equal to the ratio herein prior to the reverse split. The conversion rate of the Series A Preferred Stock would increase proportionately in the case of forward splits, and may not be diluted by a reverse split following a forward split.

V. LIQUIDATION PREFERENCE

The Series A Preferred Stock shall have liquidation rights with respect to liquidation preference upon the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary equal to the number of shares of Common Stock as if all Series A Preferred Shares remaining issued and outstanding were converted to Common Stock.

VI. VOTING RIGHTS

a. If at least one share of Series A Preferred Stock is issued and outstanding, then the total aggregate issued shares of Series A Preferred Stock at any given time, regardless of their number, shall have voting rights equal to three (3) times the sum of:

- i. The total number of shares of Common Stock which are issued and outstanding at the time of voting, plus,

ii. The total number of votes granted to any preferred stock series which are issued and outstanding at the time of voting.

b. Each individual share of Series A Preferred Stock shall have the voting rights equal to three times the sum of all shares of Common Stock issued and outstanding at the time of voting plus the cumulative voting rights of all preferred stock series issued and outstanding at the time of voting divided by the number of shares of Series A Preferred Stock issued and outstanding at the time of voting.

VII. MISCELLANEOUS

a. Lost or Stolen Certificates. Upon receipt by the Corporation of (i) evidence of the loss, theft, destruction or mutilation of any Series A Preferred Stock Certificate(s) and (ii) in the case of loss, theft or destruction, indemnity (without and bond or other security) reasonably satisfactory to the Corporation, or in the case of mutilation, the Series A Preferred Stock Certificate(s) (surrendered for cancellation), the Corporation shall execute and deliver new Series A Stock Certificate(s) of like tenor and date. However, the Corporation shall not be obligated to reissue such lost, stolen, destroyed or mutilated Series A Preferred Stock Certificate(s) if the Holder contemporaneously requests the Corporation to convert such Series A Preferred Stock.

b. Waiver. Notwithstanding any provision in this Certificate of Designation to the contrary, any provision contained herein and any right of the Holder of Series A Preferred Stock granted hereunder may be waived as to all shares of Series A Preferred Stock (and the Holder thereof) upon the written consent of the Holder.

c. Notices. Any notices required or permitted to be given under the terms hereof shall be sent by certified or registered mail (return receipt requested) or delivered personally, by nationally recognized overnight carrier or by confirmed facsimile transmission or by confirmed email transmission, and shall be effective five days after being placed in the mail, if mailed, or upon receipt or refusal of receipt, if delivered personally or by nationally recognized overnight carrier or confirmed facsimile or email transmission, in each case addressed to party.

2.1.2 Authorizes a series of the Company's "B" shares of preferred stock, par value \$0.001 per share (the "Preferred Stock"), and hereby states the designation and number of shares, and fixes the relative rights, preferences, privileges, powers, and restrictions thereof, as follows:

I. DESIGNATION AND AMOUNT

The designation of this series consists of three hundred and fifty million (350,000,000) shares of Preferred Stock and is the Series B Preferred Stock (the "Series B Preferred Stock").

II. CERTAIN DEFINITIONS

For purposes of this Certificate of Designation, in addition to the other terms defined herein, the following terms shall have the following meanings:

- a. “Common Stock” means the common stock of the Company, par value \$0.001 per share, together with any securities into which the common stock may be reclassified.
- b. “Corporation” means the collective reference to the Company and its successors in interest.
- c. “Holder” shall mean the holder or owner of shares or his/her designee or assigns.
- d. “Securities Exchange” means any one of the New York Stock Exchange, NYSE, AMEX, NASDAQ, OTC Bulletin Board, OTM Markets or any other securities exchange or recognized quotation service in the United States where the Corporation’s Common Stock may be traded.
- e. “Series B Preferred Stock” shall mean three hundred and fifty million (350,000,000) shares of Series B Preferred Stock authorized for issuance pursuant to the Certificate of Designation.
- f. “Trading Day” shall mean any day on which the Common Stock is traded for any period on the Securities Exchange or other securities market on which the Common Stock is then being traded.

III. DIVIDENDS

The Holder of Series B Preferred Stock will not be entitled to receive dividends of any kind, including but not limited to and dividends paid on Common Stock.

IV. CONVERSION

The Holder of the Series B Preferred Stock shall have the right, from time to time, to convert shares of the Series B Preferred Stock at the conversion ratio of four (4) shares of Common Stock for each single (1) share of Series B Preferred Stock. Shares of Series B Preferred Stock are anti-dilutive to reverse splits, and therefore in the case of a reverse split, are convertible to the number of Common Shares after the reverse split as would have been equal to the ratio herein prior to the reverse split. The conversion rate of the Series B Preferred Stock would increase proportionately in the case of forward splits, and may not be diluted by a reverse split following a forward split.

V. LIQUIDATION PREFERENCE

The Series B Preferred Stock shall have liquidation rights with respect to liquidation preference upon the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary equal to the number of shares of Common

Stock as if all Series B Preferred Shares remaining issued and outstanding were converted to Common Stock.

VI. VOTING RIGHTS

- a. If at least one share of Series B Preferred Stock is issued and outstanding, then the total aggregate issued shares of Series B Preferred Stock at any given time, regardless of their number, shall have voting rights equal to four (4) times per each preferred B share.

VII. MISCELLANEOUS

a. Lost or Stolen Certificates. Upon receipt by the Corporation of (i) evidence of the loss, theft, destruction or mutilation of any Series B Preferred Stock Certificate(s) and (ii) in the case of loss, theft or destruction, indemnity (without and bond or other security) reasonably satisfactory to the Corporation, or in the case of mutilation, the Series B Preferred Stock Certificate(s) (surrendered for cancellation), the Corporation shall execute and deliver new Series B Stock Certificate(s) of like tenor and date. However, the Corporation shall not be obligated to reissue such lost, stolen, destroyed or mutilated Series B Preferred Stock Certificate(s) if the Holder contemporaneously requests the Corporation to convert such Series B Preferred Stock.

b. Waiver. Notwithstanding any provision in this Certificate of Designation to the contrary, any provision contained herein and any right of the Holder of Series B Preferred Stock granted hereunder may be waived as to all shares of Series B Preferred Stock (and the Holder thereof) upon the written consent of the Holder.

c. Notices. Any notices required or permitted to be given under the terms hereof shall be sent by certified or registered mail (return receipt requested) or delivered personally, by nationally recognized overnight carrier or by confirmed facsimile transmission or by confirmed email transmission, and shall be effective five days after being placed in the mail, if mailed, or upon receipt or refusal of receipt, if delivered personally or by nationally recognized overnight carrier or confirmed facsimile or email transmission, in each case addressed to party.

2.1.3 Authorizes a series of the Company's "C" shares of preferred stock, par value \$0.001 per share (the "Preferred Stock"), and hereby states the designation and number of shares, and fixes the relative rights, preferences, privileges, powers, and restrictions thereof, as follows:

I. DESIGNATION AND AMOUNT

The designation of this series consists of one hundred and fifty million (150,000,000) shares of Preferred Stock and is the Series C Preferred Stock (the "Series C Preferred Stock").

II. CERTAIN DEFINITIONS

For purposes of this Certificate of Designation, in addition to the other terms defined herein, the following terms shall have the following meanings:

- a. “Common Stock” means the common stock of the Company, par value \$0.001 per share, together with any securities into which the common stock may be reclassified.
- b. “Corporation” means the collective reference to the Company and its successors in interest.
- c. “Holder” shall mean the holder or owner of shares or his/her designee or assigns.
- d. “Securities Exchange” means any one of the New York Stock Exchange, NYSE, AMEX, NASDAQ, OTC Bulleting Board, OTM Markets or any other securities exchange or recognized quotation service in the United States where the Corporation’s Common Stock may be traded.
- e. “Series C Preferred Stock” shall mean the One hundred and fifty million (150,000,000) shares of Series C Preferred Stock authorized for issuance pursuant to the Certificate of Designation.
- f. “Trading Day” shall mean any day on which the Common Stock is traded for any period on the Securities Exchange or other securities market on which the Common Stock is then being traded.

III. DIVIDENDS

The Holder of Series C Preferred Stock will not be entitled to receive dividends of any kind, including but not limited to and dividends paid on Common Stock.

IV. CONVERSION

The Holder of the Series C Preferred Stock shall have the right, from time to time, to convert shares of the Series C Preferred Stock at the conversion ratio of two (2) shares of Common Stock for each single (1) share of Series C Preferred Stock. Shares of Series C Preferred Stock are anti-dilutive to reverse splits, and therefore in the case of a reverse split, are convertible to the number of Common Shares after the reverse split as would have been equal to the ratio herein prior to the reverse split. The conversion rate of the Series C Preferred Stock would increase proportionately in the case of forward splits, and may not be diluted by a reverse split following a forward split.

V. LIQUIDATION PREFERENCE

The Series C Preferred Stock shall have liquidation rights with respect to liquidation preference upon the event of any liquidation, dissolution or winding up of the

Corporation, either voluntary or involuntary equal to the number of shares of Common Stock as if all Series C Preferred Shares remaining issued and outstanding were converted to Common Stock.

VI. VOTING RIGHTS

- a. If at least one share of Series C Preferred Stock is issued and outstanding, then the total aggregate issued shares of Series C Preferred Stock at any given time, regardless of their number, shall have voting rights equal to two (2) times per each preferred C share.

VII. MISCELLANEOUS

- a. Lost or Stolen Certificates. Upon receipt by the Corporation of (i) evidence of the loss, theft, destruction or mutilation of any Series C Preferred Stock Certificate(s) and (ii) in the case of loss, theft or destruction, indemnity (without and bond or other security) reasonably satisfactory to the Corporation, or in the case of mutilation, the Series C Preferred Stock Certificate(s) (surrendered for cancellation), the Corporation shall execute and deliver new Series C Stock Certificate(s) of like tenor and date. However, the Corporation shall not be obligated to reissue such lost, stolen, destroyed or mutilated Series C Preferred Stock Certificate(s) if the Holder contemporaneously requests the Corporation to convert such Series C Preferred Stock.
- b. Waiver. Notwithstanding any provision in this Certificate of Designation to the contrary, any provision contained herein and any right of the Holder of Series C Preferred Stock granted hereunder may be waived as to all shares of Series C Preferred Stock (and the Holder thereof) upon the written consent of the Holder.
- c. Notices. Any notices required or permitted to be given under the terms hereof shall be sent by certified or registered mail (return receipt requested) or delivered personally, by nationally recognized overnight carrier or by confirmed facsimile transmission or by confirmed email transmission, and shall be effective five days after being placed in the mail, if mailed, or upon receipt or refusal of receipt, if delivered personally or by nationally recognized overnight carrier or confirmed facsimile or email transmission, in each case addressed to party.

Total preferred "A", "B" and "C" combined will be One Billion (1,000,000,000) preferred shares.

3. Describe any other material rights of common or preferred stockholders.

None

4. Describe any material modifications to rights of holders of the company's securities that have occurred over the reporting period covered by this report.

None

3) Issuance History

The goal of this section is to provide disclosure with respect to each event that resulted in any changes to the total shares outstanding of any class of the issuer's securities **in the past two completed fiscal years and any subsequent interim period**.

Disclosure under this item shall include, in chronological order, all offerings and issuances of securities, including debt convertible into equity securities, whether private or public, and all shares, or any other securities or options to acquire such securities, issued for services. Using the tabular format below, please describe these events.

A. Changes to the Number of Outstanding Shares

Indicate by check mark whether there were any changes to the number of outstanding shares within the past two completed fiscal years:

No: ☐ Yes: ☐ (If yes, you must complete the table below)

Example: A company with a fiscal year end of December 31st, in addressing this item for its Annual Report, would include any events that resulted in changes to any class of its outstanding shares from the period beginning on January 1, 2021 through December 31, 2022 pursuant to the tabular format above.

Use the space below to provide any additional details, including footnotes to the table above:

Shares Outstanding as of Second Most Recent Fiscal Year End:			*Right-click the rows below and select "Insert" to add rows as needed.						
<u>Opening Balance</u> Date <u>12/31/2020</u> Common: <u>2,202,632,434</u> Preferred: <u>500,000,000</u>									
Date of Transaction	Transaction type (e.g. new issuance, cancellation, shares returned to treasury)	Number of Shares Issued (or cancelled)	Class of Securities	Value of shares issued (\$/per share) at Issuance	Were the shares issued at a discount to market price at the time of issuance? (Yes/No)	Individual/ Entity Shares were issued to (entities must have individual with voting / investment control disclosed).	Reason for share issuance (e.g. for cash or debt conversion) -OR- Nature of Services Provided	Restricted or Unrestricted as of this filing.	Exemption or Registration Type.
<u>August 29, 2022</u>	<u>New Issuance</u> <u>Restricted</u>	<u>4,166,667</u>	<u>Common</u> <u>restricted</u>	<u>0.0014</u>	<u>yes</u>	Jorge Luis Noda	<u>Convertible Note not aged</u>	<u>Restricted</u>	_____
<u>August 29, 2022</u>	<u>New Issuance</u> <u>Restricted</u>	<u>4,166,667</u>	<u>Common</u> <u>restricted</u>	<u>0.0014</u>	<u>yes</u>	Omar Chanquin Morales	<u>Convertible Note not aged</u>	<u>Restricted</u>	_____
<u>August 29, 2022</u>	<u>New Issuance</u> <u>Restricted</u>	<u>4,166,667</u>	<u>Common</u> <u>restricted</u>	<u>0.0014</u>	<u>yes</u>	Oscar A Tejada Cruz	<u>Convertible Note not aged</u>	<u>Restricted</u>	_____
<u>September 22, 2022</u>	<u>New Issuance</u>	<u>200,000,000</u>	<u>Common</u>	<u>0.0001</u>	<u>yes</u>	MIROSLAV ZECEVIC	<u>Note Conversion</u>	<u>Not restricted</u>	<u>DWAC</u>
<u>September 26, 2022</u>	<u>New Issuance</u> <u>Restricted</u>	<u>35,000,000</u>	<u>Common</u> <u>restricted</u>	<u>.001</u>	<u>yes</u>	Zoran Cvetojevic	<u>Convertible Note not aged</u>	<u>Restricted</u>	_____
<u>November 7, 2022</u>	<u>New Issuance</u> <u>Restricted</u>	<u>2,976,190</u>	<u>Common</u> <u>restricted</u>	<u>0.0014</u>	<u>yes</u>	Jorge Luis Noda	<u>Convertible Note not aged</u>	<u>Restricted</u>	
<u>November 7, 2022</u>	<u>New Issuance</u> <u>Restricted</u>	<u>2,976,190</u>	<u>Common</u> <u>restricted</u>	<u>0.0014</u>	<u>yes</u>	Omar Chanquin Morales	<u>Convertible Note not aged</u>	<u>Restricted</u>	

<u>November 7, 2022</u>	<u>New Issuance Restricted</u>	<u>2,976,190</u>	<u>Common restricted</u>	<u>0.0014</u>	<u>yes</u>	Oscar A Tejada Cruz	<u>Convertible Note not aged</u>	<u>Restricted</u>	
<u>November 7, 2022</u>	<u>New Issuance Restricted</u>	<u>75,000,0000</u>	<u>Common restricted</u>	<u>.001</u>	<u>yes</u>	New to the Street	<u>Marketing</u>	<u>Restricted</u>	_____
<u>February 14, 2023</u>	<u>New Issuance Restricted</u>	<u>200,000,000</u>	<u>Prefer A</u>	<u>0.001</u>	<u>No</u>	Bahnsen Trust	<u>Salaries</u>	<u>Restricted</u>	
<u>February 14, 2023</u>	<u>New Issuance Restricted</u>	<u>150,000,000</u>	<u>Prefer A</u>	<u>0.001</u>	<u>No</u>	Sarah Bahnsen- Wulff	<u>Salaries</u>	<u>Restricted</u>	
<u>February 14, 2023</u>	<u>New Issuance Restricted</u>	<u>150,000,000</u>	<u>Prefer A</u>	<u>0.001</u>	<u>No</u>	Katharina Nanny Bahnsen	<u>Salaries</u>	<u>Restricted</u>	
<u>February 14, 2023</u>	<u>New Issuance Restricted</u>	<u>220,000,000</u>	<u>Common Restricted</u>	<u>0.001</u>	<u>No</u>	Katharina Nanny Bahnsen	<u>Salaries</u>	<u>Restricted</u>	
<u>February 14, 2023</u>	<u>New Issuance Restricted</u>	<u>220,000,000</u>	<u>Common Restricted</u>	<u>0.001</u>	<u>No</u>	Sarah Bahnsen - Wulff	<u>Salaries</u>	<u>Restricted</u>	
<u>February 14, 2023</u>	<u>New Issuance Restricted</u>	<u>10,000,000</u>	<u>Common Restricted</u>	<u>0.001</u>	<u>No</u>	Michelle Marie Blancato Bahnsen	<u>Salaries</u>	<u>Restricted</u>	
<u>April 4, 2023</u>	<u>New Issuance Restricted</u>	<u>170,000,000</u>	<u>Common</u>	<u>0.001</u>	<u>No</u>	David Rumbold	<u>Note Conversion</u>	<u>Not Restricted</u>	<u>DWAC</u>
Shares Outstanding on Date of This Report:									
	<u>Ending</u>	<u>Balance</u>							
<u>Ending Balance:</u>									
<u>Date</u> <u>December 31, 2023,</u>	<u>Common:</u>	<u>3,154,061,005</u>							
	<u>Preferred:</u>	<u>1,000,000,000</u>							

B. Promissory and Convertible Notes

Indicate by check mark whether there are any outstanding promissory, convertible notes, convertible debentures, or any other debt instruments that may be converted into a class of the issuer's equity securities:

No: Yes: x (If yes, you must complete the table below)

<u>Date of Note Issuance</u>	<u>Outstanding Balance (\$)</u>	<u>Principal Amount at Issuance (\$)</u>	<u>Interest Accrued (\$)</u>	<u>Maturity Date</u>	<u>Conversion Terms (e.g. pricing mechanism for determining conversion of instrument to shares)</u>	<u>Name of Noteholder (entities must have individual with voting / investment control disclosed).</u>	<u>Reason for Issuance (e.g. Loan, Services, etc.)</u>
<u>April 14, 2013</u>	<u>376,000</u>	<u>520,000</u>	<u>261,314</u>	<u>April 14, 2014</u>	<u>Conversion</u>	<u>David Rumbold</u>	<u>Loan</u>
<u>January 1, 2023</u>	<u>151,421.15</u>	<u>151,421.15</u>	<u>3,592</u>	<u>December 22, 2023</u>	<u>Conversion</u>	<u>Jalandher Bandari</u>	<u>Loan</u>
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____

Use the space below to provide any additional details, including footnotes to the table above:

4) Issuer's Business, Products and Services

The purpose of this section is to provide a clear description of the issuer's current operations. (Please ensure that these descriptions are updated on the Company's Profile on www.otcmarts.com).

A. Summarize the issuer's business operations (If the issuer does not have current operations, state "no operations")

In March 2015 the Company signed a Share Purchase Agreement to acquire the shares of Green M&A Solutions, a private US company that has 100% ownership of Green Mine Solutions ("GMS"), a Colombian company with active gold mining operations. GMS has an interest in the La Palmichala property, located in the municipality of Remedios, in the Nordeste sub region of the Antioquía 15 Department, Colombia. The region of the property is on the El Silencio geological formation, which is one of the richest formations in Colombia. Green Mine Solutions has entered into Letter of Intent (LOI) for two mines and processing plants in San Pablo and Hidalgos, located 15 and 20 minutes respectively from La Palmichala, we are in default of the loan payment on this operation and we are waiting for the outcome of the Probate hearing from the deceased owners estate in order to proceed. GMS is also very active in the areas surrounding the mine, helping farmers to grow Inca Seeds (Sacha Inchi). Inca Seed (Sacha Inchi) is a product that is very rich in Omega 3 and is the primary crop in Colombia presently used for the substitution of illegal crops, such as the coca plant. GMS Green Mind Solutions SAS a Colombian company started to work with farmers in Colombia in 2013 to develop an alternative crop to the illegal crops (Coca leaves).with Sacha Inchi a seed rich in Omega 3,6,9, and complete vegan protein with all 9 essential amino-acids and created Inca Worldwide. QED Connect invested in GMS to help them develop the Sacha Inchi seeds into a tasty snack, a powder and a beverage. Inca Worldwide was rebranded in 2021 as GMS Sacha Inchi (Colombian Brand). The seeds are transforming into a tasty Snack and a powder. In 2020 the company started to develop the Sacha Inchi beverage. The Company markets all its products to private labels and multinational companies and its brand GMS Sacha Inchi.

GMS Sacha Inchi \$QEDN has met with Nestle in on February 14, 2020 Fabio Franca Toseo and Jorge Aroyo and Jorge Gomez visit our facilities in Medellin Colombia. Fabio Franca Toseo is the director of Products for Colombia and Ecuador. GMS met again on March 9, 2020, in Bogota. Fabio Franco instructed Jorge Arroyo to work with us on the development of our products. GMS finish the beverage in Tetrapack in 2020. Nestle stated that they will only consider a beverage pack in Tetrapak. Because of Pandemia GMS \$QEDN were only able to get our beverage in Tetrapak till end of 2021 and obtain all full approval to start selling end of 2022. On December 7, 2022, GMS had a second batch of Tetrapak fully develop. Nestle received the final version of the product on January 18, 2023. Nestle has stated that they are reviewing the products of GMS Sacha Inchi and if the products are approved a formal business case will be open to start a possible negotiation with GMS Sacha Inchi \$QEDN.

QED Connect and GMS Green Mind Solutions SAS submitted the due diligence proposal to Nestle on June 14, 2023. See Notes for the complete proposal.

Energy Today has acquired Green Mind Solutions International SAS. A company located in Medellin Colombia. In 2013, GREEN MINE INTERNATIONAL CORPORATION commissioned to CONSULTORES INDEPENDIENTES EN GESTIÓN DE RECURSOS NATURALES S.A. (CRN) the preparation of a Technical Report under the Canadian Securities Administrators National Instrument 43-101 Standards of Disclosure for Mineral Projects (NI 43-101). In the mine La Pamichala. The property has a history of over a century of mining. Currently, Palmichala mine is operating under a yearly License for Exploitation, reporting to the Ministry of Mines and Energy to obtain the Mining Authorization. The Segovia-Remedios Mine District (SRMD) is located in the eastern margin of the Central Cordillera, in the Nordeste sub-region of the Antioquía Department, Colombia. This mining district has been a gold productive area for 150 years. Green Mind Solutions International is working with the owners of La Pamichala and an exporter of Gold in Colombia to obtain a lease and operating agreement to extract the minerals of this mine and other mines and to grow Sacha Inchi as part of the environmentally program require by the Colombia government. This project will be the first real Green Mind with Sacha Inchi. The Sacha Inchi will be sold to Green Mind Solutions SAS a project by QED Connect (QEDN). Sacha Inchi a seed rich in Omega 3,6,9, and complete vegan protein with all 9 essential amino acids.

B. List any subsidiaries, parent company, or affiliated companies.

1. Green Mind International SAS. A company located in Medellin Colombia. , Palmichala mine is operating under a yearly License for Exploitation, reporting to the Ministry of Mines and Energy to obtain the Mining Authorization. The Segovia-Remedios Mine District (SRMD) is located in the eastern margin of the Central Cordillera, in the Nordeste sub-region of the Antioquía Department, Colombia. Green Mind Solutions International is working with the owners of La Pamichala and an exporter of Gold in Colombia to obtain a lease and operating agreement to extract the minerals of this mine and other mines and to grow Sacha Inchi as part of the environmentally program require by the Colombia government.
2. Energy Today (NRGT) has acquired Green Mind International SAS

C. Describe the issuers' principal products or services.

QED Connect invested in GMS to help them develop the Sacha Inchi seeds into a tasty snack, a powder and a beverage. Inca Worldwide was rebranded in 2021 as GMSacha Inchi(Colombian Brand). The seeds are transforming into a tasty Snack and a powder. In 2020 the company started to develop the Sacha Inchi beverage. The Company markets all its products to private labels and multinational companies and its brand GMSacha Inchi.

QED Connect and GMS transforms Sacha Inchi seeds into a tasty snack, a powder, and a beverage. Inca Worldwide was rebranded in 2021 as GMSacha Inchi (Colombian Brand). GMS teaches and buyers Sacha Inchi Seeds from farmers in the area surrounding mining communities and other farming areas in Colombia. The seeds are transformed into a tasty snack, a powder, and a beverage. In 2020 the company started to develop the Sacha Inchi beverage. The Company markets all its products to private labels and multinational companies and its brand GMSacha Inchi is sold worldwide.

QED Connect has 25,000,000 shares of Energy Today (NRGT) and owns Green Mind Solutions International is working with the owners of La Pamichala and an exporter of Gold in Colombia to obtain a lease and operating agreement to extract the minerals of this mine and other mines and to grow Sacha Inchi as part of the environmentally program require by the Colombia government. The Sacha Inchi will be sold to Green Mind Solutions SAS a project by QED Connect (QEDN). Sacha Inchi a seed rich in Omega 3,6,9, and complete vegan protein with all 9 essential amino acids.

5) Issuer's Facilities

The goal of this section is to provide a potential investor with a clear understanding of all assets, properties or facilities owned, used or leased by the issuer and the extent in which the facilities are utilized.

In responding to this item, please clearly describe the assets, properties or facilities of the issuer, give the location of the principal plants and other property of the issuer and describe the condition of the properties. If the issuer does not have complete ownership or control of the property (for example, if others also own the property or if there is a mortgage on the property), describe the limitations on the ownership.

If the issuer leases any assets, properties or facilities, clearly describe them as above and the terms of their leases.

QED Connect and GMS work in Medellín Colombia transforming Sacha Inchi into powder and then into snack, powder, and beverage. Our facility has USDA and FDA approval. Our facility company has Halal and Kosher certification. Our facility complies with all the requirements to process our pet food in a safe manner. Every batch has a sample that is kept verifying the quality of our products. We don't use fillers or any type of product that can cause allergies to humans. We don't process any nuts in our facility. Sacha Inchi is a seed, not a nut, therefore there are no allergies. Our beverage is packed into Tetrapack to keep quality and have a shelf life of 6 months or more.

6) Officers, Directors, and Control Persons

Using the table below, please provide information, as of the period end date of this report, regarding any officers, or directors of the company, individuals or entities controlling more than 5% of any class of the issuer's securities, or any person that performs a similar function, regardless of the number of shares they own. **If any insiders listed are corporate shareholders or entities, provide the name and address of the person(s) beneficially owning or controlling such corporate shareholders, or the name and contact information (City, State) of an individual representing the corporation or entity in the note**

Names of All Officers, Directors and Control Persons	Affiliation with Company (e.g. Officer Title /Director/Owner of more than 5%)	Residential Address (City / State Only)	Number of shares owned	Share type/class	Ownership Percentage of Class Outstanding	Names of control person(s) if a corporate entity
<u>Nanny Katharina Bahnsen</u>	<u>Bahnsen Trust</u>	<u>Car 35 # 16 A sur-75 int 106 Medellin</u>	200,000,000	<u>Prefer A Control position</u>	<u>100%</u>	<u>Nanny Katharina Bahnsen</u>
<u>Nanny Katharina Bahnsen</u>	<u>Nanny Katharina Bahnsen</u>	<u>Car 35 # 16 A sur-75 int 106 Medellin</u>	150,000,000	<u>Prefer A Control position</u>	<u>100%</u>	<u>Nanny Katharina Bahnsen</u>
<u>Sarah Bahnsen-Wulff</u>	<u>Sarah Bahnsen-Wulff</u>	<u>Car 35 # 16 A sur-75 int 106 Medellin</u>	150,000,000	<u>Prefer A Control position</u>	<u>100%</u>	<u>Sarah Bahnsen-Wulff</u>
<u>Nanny Katharina Bahnsen</u>	<u>Bahnsen Trust</u>	<u>Car 35 # 16 A sur-75 int 106 Medellin</u>	350,000,000	<u>Prefer B Control position</u>	<u>100%</u>	<u>Nanny Katharina Bahnsen</u>
<u>Nanny Katharina Bahnsen</u>	<u>Bahnsen Trust</u>	<u>Car 35 # 16 A sur-75 int 106 Medellin</u>	<u>150,000,000</u>	<u>Prefer C Control position</u>	<u>100%</u>	<u>Nanny Katharina Bahnsen</u>

section.

Include Company Insiders who own any outstanding units or shares of any class of any equity security of the issuer.

The goal of this section is to provide an investor with a clear understanding of the identity of all the persons or entities that are involved in managing, controlling or advising the operations, business development and disclosure of the issuer, as well as the identity of any significant or beneficial shareholders.

7) Legal/Disciplinary History

A. Identify whether any of the persons or entities listed above have, in the past 10 years, been the subject of:

1. A conviction in a criminal proceeding or named as a defendant in a pending criminal proceeding (excluding traffic violations and other minor offenses);
None
2. The entry of an order, judgment, or decree, not subsequently reversed, suspended or vacated, by a court of competent jurisdiction that permanently or temporarily enjoined, barred,

suspended or otherwise limited such person's involvement in any type of business, securities, commodities, or banking activities;

None

3. A finding or judgment by a court of competent jurisdiction (in a civil action), the Securities and Exchange Commission, the Commodity Futures Trading Commission, or a state securities regulator of a violation of federal or state securities or commodities law, which finding or judgment has not been reversed, suspended, or vacated; or

None

4. The entry of an order by a self-regulatory organization that permanently or temporarily barred, suspended, or otherwise limited such person's involvement in any type of business or securities activities.

None

- B. Describe briefly any material pending legal proceedings, other than ordinary routine litigation incidental to the business, to which the issuer or any of its subsidiaries is a party or of which any of their property is the subject. Include the name of the court or agency in which the proceedings are pending, the date instituted, the principal parties thereto, a description of the factual basis alleged to underlie the proceeding and the relief sought. Include similar information as to any such proceedings known to be contemplated by governmental authorities.

None

8) Third Party Service Providers

Provide the name, address, telephone number and email address of each of the following outside providers. You may add additional space as needed.

Securities Counsel (must include Counsel preparing Attorney Letters).

Name: **Donald R. Keer, P.E., Esq.**
Firm: _____
Address 1: 3663 Greenwood Circle Chalfont, PA 18914
Phone: 215-962-9378
Email: Keeresq@gmail.com

Accountant or Auditor

Name: Nanny Katharina Bahnsen
Firm: _____
Address 1: Car 35 #16 A sur-75 Int 106 Medellin Colombia
Address 2: _____
Phone: 775 391-8601
Email: knb@gmsacha.com

Investor Relations

Name: New to the street
Firm: _____
Address 1: _____
Address 2: _____
Phone: _____
Email: _____

All other means of Investor Communication:

Twitter: <https://twitter.com/GMSachalInchi>
Discord: _____
LinkedIn: _____
Facebook: <https://www.facebook.com/GMSachalInchi>
[Other] www.gmsacha.us, www.gmsacha.com

Other Service Providers

Provide the name of any other service provider(s) that **that assisted, advised, prepared, or provided information with respect to this disclosure statement**. This includes counsel, broker-dealer(s), advisor(s), consultant(s) or any entity/individual that provided assistance or services to the issuer during the reporting period.

Name: _____
Firm: _____
Nature of Services: _____
Address 1: _____
Address 2: _____
Phone: _____
Email: _____

9) Financial Statements

A. The following financial statements were prepared in accordance with:

☐ IFRS
☒ U.S. GAAP

B. The following financial statements were prepared by (name of individual)⁴:

Name: Nanny Katharina Bahnsen
Title: CEO
Relationship to Issuer: CEO of QED Connect

Describe the qualifications of the person or persons who prepared the financial statements: Nanny Katharina Bahnsen is a polyglot (Spanish, German, and English along with others she is currently learning such as Italian and Japanese). She is also an MBA professional with a concentration in Finance Analysis, Certified Fraud Examiner, Bachelors of Science in Legal Studies and Bachelor in Management with minor in accounting and marketing with more than 15 years of experience in rural development especially in the banking and capital markets. Her Education: Finished High School in El Colegio Andino Master in Business Administration MBA with a concentration in Financial Analysis from DeVry, University Keller Graduate School of Accounting and Finance, Certified Fraud Examiner, Mini Masters in Business Administration Bachelor in Management with a concentration in Marketing, Hospitality, Green Energy and Global Businesses, University of Phoenix Bachelor of Science in Law National Paralegal College The University of Reno Minor in Accounting, University of San Jose Associate in Veterinary Medicine

Provide the following financial statements for the most recent fiscal year or quarter. For the initial disclosure statement (qualifying for Pink Current Information for the first time) please provide reports for the two previous fiscal years and any subsequent interim periods.

⁴ The financial statements requested pursuant to this item must be prepared in accordance with US GAAP or IFRS and by persons with sufficient financial skills.

a. Balance Sheet;

Condensed Statements of Balance Sheet		
	For the first quarter ended December 31, 2023	For the first quarter ended December 31, 2022
(Unaudited)		
ASSETS		
Current Assets:		
Cash and cash equivalents	\$ 10,227	\$ 4,189
Accounts receivable, AN	\$ 83,774	\$ 103,000
Inventory	\$ 14,504	\$ 13,803
Inventario AN	\$ 67,928	
Assets prepaid AN	\$ 58,568	
43-101 Plamichala report	\$ 44,120	\$ 44,120
NRGT shares 25,033,097	\$ 500,662	\$ 500,662
Total current assets	\$ 779,783	\$ 665,774
Furniture and Equipment, net	\$ 25,000	\$ 25,000
Plant and Equipment AN	\$ 331,269	
Other Assets:		
Intangibles	\$ 482,805	\$ 925,249
Deferred tax asset - non-current	-	-
Total other assets		\$ 925,249
Total Assets	\$ 1,618,857	\$ 1,616,023
LIABILITIES AND STOCKHOLDERS' EQUITY		
Liabilities:		
Accounts payable and accrued expenses	\$ -	\$ 910,943
Loans payable - stockholders	\$ 696,314	\$ 696,314
Current liabilities AN	\$ 134,471	
Total current liabilities	\$ 830,785	\$ 1,607,257
Non-current Liabilities		
Loans payable - net of current portion		
Total non-current liabilities	\$ 830,785	\$ 1,607,257
Stockholders' Equity (Deficit):		
Common stock, \$0.001 par value; 5,150,000,000 shares authorized, 3,154,061,005 shares issued and outstanding,	\$ 1,577,031	\$ 1,013,624
Shares on NRGT	\$ 500,662	\$ 500,662
Additional paid in capital		
Treasury stock, at cost		
Retained Earnings (Deficit)	(\$1,289,622)	(\$1,505,520)
Total Stockholder's Equity and Liabilities	\$ 1,618,856	\$ 1,616,023

b. Statement of Income;

QED-Connect (QEDN)		
Condensed Statements of Operations		
	For the year ended December 31, 2023	For the year ended December 31, 2022
(Unaudited)		
Revenue, net	\$175,452	\$333,995
Revenue, AN	\$1,118,791	
Revenue Total	\$1,294,243	
Cost of sales	\$0	\$13,776
Cost of sales, AN	\$767,935	
Contract labor	\$116,451	\$4,211
Other costs of sales	\$48,532	\$153,880
Total cost of sales	\$932,918	\$171,866
Gross profit	\$361,325	\$162,129
Operating expenses:		
Advertising		
Office expense	\$2,672	
Bank fees		
Rent		\$29,901
Salaries	\$34,432	\$22,838
Other	\$108,323	\$135,000
Transfer agent		\$22,230
Legal Fees		
OTC fees		
Travel expense		
Loss before other income and expenses		\$209,969
Other income and (expenses)		\$11,759
NRGT	\$0	
Net Gain	\$215,898	-\$59,599
Net operating loss from previous years	-\$1,505,520	-\$1,445,921
Net operating loss carry forward	-\$1,289,622	-\$1,505,520

c. Statement of Cash Flows;

QED Connect		
(QEDN)		
Condensed Statements of Cash Flows		
	For the First Quarter Ended December 31, 2023	For the First Quarter Ended December 31, 2022
(Unaudited)		
Net loss	-\$1,289,622	-\$1,505,520
Adjustments to reconcile net loss to net cash used	-\$1,289,622	-\$1,505,520
by operating activities:		
Depreciation expense		
Accounts receivable		
Prepaid expenses		
Deferred tax asset - current		
Accounts payable and accrued expenses		
Net cash provided (used) by operating activities	-\$1,289,622	-\$1,505,520
Cash flows from financing activities:		
Shareholders' loans		
Loans payable		
Net cash used by financing activities		
Net increase(decrease) in cash	\$6,038	-\$1,836
Cash at beginning of period	\$4,189	\$6,025
Cash at end of period	\$10,227	\$4,189
Supplemental cash flow information:		
Cash paid during the period for:		
Interest		
Income taxes		
Noncash Transactions		
Purchase of intangible asset for common stock		

d. Statement of Retained Earnings (Statement of Changes in Stockholders' Equity)

QED Connect									
Statement of Stockholders' Equity (Deficit)									
31-Dec-23									
(Unaudited)									
	Common Stock		Preferred Class A		Additional Paid in Capital	Treasury Stock		Retained Earnings (Deficiency)	Total Stockholders' Deficiency
	Shares	Amount	Shares	Amount		Shares	Amount		
Balance - January 1, 2023	2,534,061,005	\$0.00040	-	\$ -	\$ -	-	\$ -	\$1,013,624	\$1,013,624
Cancellation of treasury stock	-	-	-	-	-	-	-	-	-
Net loss	-	-	-	-	-	-	-	\$ 25,000	\$25,000
Balance - Dec 31, 2023	3,154,061,005	0.0005	-	-	-	-	-	\$ (1,524,798)	\$ (1,524,798)
Issuance of common stock to acquire	-	-	500,000,000	0.0001	50,000	-	-	50,000	50,000
Net loss	-	-	-	-	-	-	-	-	-
Balance - Dec 31, 2023	3,154,061,005	\$0.0005	500,000,000	0.0001	50,000	-	\$ -	\$ (1,524,798)	\$ (1,524,798)

e. Financial Notes

C. NOTE 1-OVERVIEW

1.1 Liquidity

The accompanying unaudited consolidated financial statements have been prepared assuming that the Company will continue as a going concern. This contemplates the realization of assets and the satisfaction of liabilities in the normal course of business. The company change management as of July 7, 2016, after the death of the old CEO Tom Makmann. The new CEO Kate Bahnsen has negotiated and reduce the old liabilities of the company from \$ 3,886,793 to \$646,988. GMS Green Mind Solutions SAS a Colombian company started to work with farmers in Colombia in 2013 to develop an alternative crop to the illegal crops (Coca leaves).with Sacha Inchi a seed rich in Omega 3,6,9, and complete vegan protein with all 9 essential amino-acids and created Inca Worldwide. QED Connect invested in GMS to help them develop the Sacha Inchi seeds into a tasty snack, a powder and a beverage. Inca Worldwide was rebranded in 2021 as GMSacha Inchi. GMS teaches and buyers Sacha Inchi Seeds from farmers in the area surrounding mining communities and other farming areas in Colombia. The seeds are transforming into a tasty Snack and a powder. In 2020 the company started to develop the Sacha Inchi beverage. The Company markets all its products to private labels and multinational companies and its brand GMSacha Inchi is sold worldwide. Any of the following factors could result in insufficient capital to fund the Company's operations for a period significantly shorter than twelve months:

- if the Company's capital requirements or cash flow vary materially from its current projections.
- if the Company is unable to timely raise capital for the requirements of its joint venture agreements and to cover its operating expenses; or
- if other unforeseen circumstances occur.

The Company's inability to fund its operations may require the Company to substantially curtail its business activities. These factors, among others, raise substantial doubt about the Company's ability to continue as a going concern. The Company's plans for correcting these deficiencies include ongoing efforts to raise new capital and negotiating suitable repayment terms for outstanding obligations. The unaudited consolidated financial statements do not include any adjustments to reflect the possible future effects on the recoverability and classification of assets or the amounts and classification of liabilities that may result from the inability of the Company to continue as a going concern.

1.2 NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

1.2.1 Basis of Presentation

The accompanying unaudited consolidated financial statements of QED Connect, Inc. have been prepared in conformity with accounting principles regarding interim financial reporting. Accordingly, they do not include all of the information and footnotes required by generally accepted accounting principles for annual financial statements and should be read in conjunction with the unaudited consolidated financial statements previously reported by the Company. In the opinion of management, the accompanying unaudited financial statements contain most all adjustments, consisting only of adjustments of a normal recurring nature, necessary for a fair presentation of the Company's financial position as of December 31, 2022, and its results of operations for the periods presented. These unaudited consolidated financial statements are not necessarily indicative of results to be expected for future periods. The company has changed its name to Inca Worldwide Inc. The company is currently register in New York and is register in Nevada. The company has changed its business model and will be only concentrated in its GMSacha Inchi Snack, GMSacha Inchi Powder and GMSacha Inchi Beverage. The Mining operation and any other past agreement have been cancelled or move to a private company.

The Preferred Stock for the Purchase of the right to sell GMSacha Inchi products has yet to be issued, along with other Preferred Stocks.

1.2.2 Critical Accounting Policies and Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States 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 materially from those estimates and assumptions. Certain amounts from prior periods have been reclassified to conform with current period presentation.

1.2.3 Cash and Cash Equivalents

The Company considers all cash and investments with original maturities of three months or less to be cash equivalents.

1.2.4 Property and Equipment

Property and equipment are stated at cost less accumulated depreciation. Expenditures for minor replacements, maintenance and repairs which do not increase the useful lives of the property and equipment are charged to operations as incurred. Major additions and improvements are capitalized. Depreciation and amortization are computed using the straight-line method over estimated useful lives of 5 years.

1.2.5 Intangible Assets

In accordance with ASC subtopic 350-10, Intangibles, Goodwill and Others, the goodwill impairment analysis compares the fair value of each reporting unit to its carrying value, including goodwill. The Company evaluates the remaining useful life of an intangible asset that is being amortized each reporting period to determine whether events and circumstances warrant a revision to the remaining period of amortization, and as such all Goodwill was written off in this accounting period.

1.2.6 Accounting for the Impairment of Long-Lived Assets

ASC subtopic 360-10-40, Property, Plant, and Equipment, Impairment of Disposal of Long-Lived Assets, requires that long-lived assets, such as property and equipment and purchased intangibles subject to amortization, be reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of the asset is measured by comparison of its carrying amount to undiscounted future net cash flows the asset is expected to generate. If such assets are considered to be impaired, the impairment to be recognized is measured as the amount by which the carrying amount of the asset exceeds its fair market value. Estimates of expected future cash flows represent the Company's best estimate based on currently available information and reasonable and supportable assumptions. Any impairment recognized in accordance with ASC 360-10-40 is permanent and may not be restored. For the December 31, 2022, the Company did not recognize any impairment of long-lived assets in connection with ASC 360-10-40 based on its reviews.

1.2.7 Advertising

The Company charges advertising costs to expense as incurred. There were no advertising expenses for the twelve months' periods ending December 31, 2023.

1.2.8 Concentrations of Risk

Credit losses, if any, have been provided for in the financial statements and are based on management's expectations. The Company does not believe that it is subject to any unusual risks or significant risks in the normal course of its business.

1.2.9 Revenue Recognition

We recognize revenue in accordance with Staff Accounting Bulletin ("SAB") No. 104, Revenue Recognition, Corrected Copy. Under SAB No. 104, revenue is recognized when persuasive evidence of an arrangement exists, delivery has occurred or services have been rendered, the seller's price to the buyer is fixed or determinable, and collectability is reasonably assured. Revenue is recognized net of sales tax. We apply the specific provisions of SFAS No. 48, Revenue Recognition when Right of Return Exists. Under SFAS No. 48, product revenue is recorded at the transfer of title to the products to a customer, net of estimated allowances and returns and sales incentives. Transfer of title occurs and risk of ownership passes to a customer at the time of acceptance by the customer, depending on the terms of our agreement with a particular customer. For transactions not satisfying the conditions for revenue recognition under SFAS No. 48, product revenue is deferred until the conditions are met, net of an estimate for cost of sales.

1.2.10 Income Taxes

The Company accounts for income taxes under ASC topic 740, Income Taxes, ASC topic 740 defines an asset and liability approach that requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been recognized in the Company's financial statements or tax returns. ASC topic 740 further requires that a tax position must be more likely than not to be sustained before being recognized in the financial statements, as well as the accrual of interest and penalties as applicable on unrecognized tax positions. Deferred income taxes are recognized for the tax consequences in future years of differences between the tax basis of assets and liabilities and their financial reporting amounts at each period end, based on enacted tax laws and statutory tax rates applicable to the periods in which the differences are expected to affect taxable income. Valuation allowances are established, when necessary, to reduce deferred tax assets to the amount expected to be realized. The provision for income taxes represents the tax payable for the period, if any, and the change during the period in deferred tax assets and liabilities. The Company is working with GMS (Green Mind Solutions).

1.2.11 Litigation and Other Contingencies

The Company discloses material contingencies deemed to be reasonably possible and accrues loss contingencies when, in consultation with legal advisors, the Company concludes that a loss is probable and reasonably estimable. The ability to predict the ultimate outcome of such matters involves judgments, estimates and inherent uncertainties. The actual outcome of such matters could differ materially from management's estimates.

Case No: CA10-1547

The CEO Katharina Nanny Bahnsen was able to negotiate the with Michael L Lattucca a settlement for the judgment that was paid to Mr. Michael L Lattucca in the first quarter of 2022 by Genesis Electronic Group and releasing QEDN from this liability.

On October 10, 2017 Mr. Lattucca posted on IHub:

Bazooka 1963 Tuesday, 10/10/17 02:54:19 PM Re: Greed Kills post# 54207 Post # 54208 of 54262
I have been on the sidelines for years watching and reading. It's time I come out for a brief visit to set the records straight. My name is Mike Lattuca, judgment creditor against QEDN, GEGI and Raymond F. Purdon. For the record I do not know Kate, never met her and frankly happy as hell I haven't. To me, it seems as though she and Ray Purdon are one and the same as they share the same addresses even though she claims Columbia. They treat their children the same in that Kate too lies to the court about her children and their needing of her. They both don't pay their bills legitimately but both use corporate funds as a cash dispenser. I can say with 100% certainty that Ray Purdon is a fraud. He has been found guilty of committing fraud on me, hence my punitive damages award. My wife and I (Who I don't beat LMAO) have a great relationship with Lisa Purdon, the mother of Purdon's 3 incredible children, Teddy, Abbey and Sarah. Our goal is to help make lemonade from something so incredibly awful as a father who turns his back on his kids while knowing their mother has never been the breadwinner but now must as their father is a deadbeat dad. We feel for her and the children and know someday they too will know who their father is. I have never been arrested in my entire life. Although several would like you to believe I have, so as to cloud the judgments I have against them and their sleazy fraudulent companies. I have served proudly in the United States Marine Corps. Twice honorably discharged having returned to active duty for Operation Desert Storm. What were you dirt bags doing when I was serving honorably, learning how to defraud as many as possible? Here's the game changer for all of you here at GEGI and at QEDN. I have authorized my Attorneys to put the nuclear plan into motion. What does this mean? I never did this for the money. I did this to shut you down from hurting good innocent people so here we go... I am forcing both sleazy companies into involuntary bankruptcy. I have 3 creditors minimum per each judgment debtor as required and this will cease all trading, all debit card expenses, travel to Iceland or whatever else is occurring. So, let's see the volume jump through the roof today for both as this just may be your last day of trading. To those sitting on a bunch of stock... ouffffff good luck LMAO... Sergeant, Michael Lattuca, USMC in your _SS!

This matter is under investigation at the SEC both companies QEDN and GEGI are working to file a lawsuit against Mr. Lattuca and Mr. Brad Hughes for stock manipulation.

Mr. Lattuca has also posted a banner stating there is an order dissolving GEGI

A Florida court does not have any jurisdiction over a Nevada Corporation or can dissolve a Nevada Corporation.

Mr. Lattuca and Mr. Brad Hughes are manipulation the shares of this company.

Case No: BC648277ot

On February 1, 2017 Tangiers filed a lawsuit against (QEDN) for two notes payable. The CEO has refused to issue shares to Tangiers till after March 31, 2017 because the Notes didn't had approval of the board of directors when they were signed by the old CEO. Inca Worldwide (QEDN) has thill June 16, 2017 to respond to this lawsuit.

1.2.11 Computation of Net Loss (Loss) Per Common Share.

The Company calculates income/loss per share in accordance with FASB ASC topic 260, Earnings Per Share. Basic income/loss per share is computed by dividing the net income/loss available to common shareholders by the weighted-average number of common shares outstanding. Diluted income/loss per share is computed similar to basic loss per share, except that the denominator is increased to include the number of additional common shares that would have been outstanding if the potential common shares had been issued and if the additional common shares were dilutive.

2 NOTE 2 – FAIR VALUE MEASUREMENTS

The Company's financial assets that are measured on a recurring basis at fair value.

2.1 Level 1.

The Company utilizes the market approach to determine the fair value of its assets and liabilities under Level 1 of the fair value hierarchy. The market approach pertains to transactions in active markets involving identical or comparable assets or liabilities.

2.2 Level 2.

The fair values determined through Level 2 of the fair value hierarchy are derived principally from or corroborated by observable market data. Inputs include quoted prices for similar assets, liabilities (risk adjusted), and market-corroborated inputs, such as market comparables, interest rates, yield curves, and other items that allow value to be determined.

2.3 Level 3.

The fair values determined through Level 3 of the fair value hierarchy are derived principally from unobservable inputs to the extent that observable inputs are not available, thereby allowing for situations in which there is little, if any, market activity for the asset (or similar assets) at the measurement date. As of September 30, 2016, no fair value measurements for assets or liabilities under Level 3 were recognized in the Company's consolidated financial statements. There were no changes in the Company's valuation techniques during the twelve months ending September 30, 2016. The Company is not exposed to changes in interest rates which could result in cash flow risks.

3. NOTE 3- FURNITURE AND EQUIPMENT

The above reflects US operations. Colombian Furniture and Equipment will be stated in future filings.

4. NOTE 4 – INTANGIBLE ASSETS

On June 17, 2011, the Company acquired the assets of StockProfile.com, StockProfileTV.com, and SPNewsWire.com, which operate financial news Internet sites.

The assets acquired included all intellectual property rights, goodwill and web sites for StockProfile.com, StockProfileTV.com, and SPNewsWire.com. In accordance with the terms and provisions of the agreement, the Company acquired the intellectual property rights, goodwill and web sites of StockProfile.com, StockProfileTV.com, and SPNewsWire.com in exchange for the issuance of 29,410,764 shares of the Company's restricted common stock. The shares of common stock were issued on June 17, 2011, and the transaction was valued at \$5,000,000. The fair market value of the Company's common stock on the date of issuance was \$0.17 per share. The intellectual property rights and web sites have been identified as intangible assets with indefinite useful lives. Since the Company had recognized the acquired assets as long-lived assets, the acquired assets will not be amortized but the Company will conduct an annual review for impairment of the asset values in accordance with ASC 360-10-40, and as such 100% of the value of those assets was removed from the Balance sheet as of December 31, 2015.

5 NOTE 5 – Gold Mine

On June 17, 2015, the Company acquired all the assets of the La Palmichala Mine, which operates both a Gold Mine. The assets acquired included all intellectual property rights, goodwill. In accordance with the terms and provisions of the agreement, the Company acquired the assets in exchange for the issuance \$6,000,000 in debt which originally had a payment due of \$500,000 during December 2014, with a \$1,000,000 due annually thereafter. When the Company acquired Green M&S, it elected to not book the reserves of the Gold Mine, but to keep track of its value off the Mineral deposits using the Jennings Capital formula per the ASC 360- 10-40 Report as we understood it, which based on the valuation and type of the Gold reserves at per ounce, valued the mine at \$16,318,995 when Gold was at \$1800 per oz. This valuation was also based on the Company being able to fully mechanize the mine, which has not happened. The current value of the mine based on the above formula and the current Gold values at \$1,084 less ore that has been mined as of December 31, 2014 is \$10,907,415. In July 7, 2016 the CEO and Board of directors decided to move the Gold Mine project to a private company and concentrate only in its current Sacha Inchi business.

6 NOTE 6 – ACCOUNTS PAYABLE AND OTHER ACCRUED LIABILITIES

Accounts payable and accrued expenses as of September 30, 2022, consisted of the following:

The Company no longer has details or statement histories and has not received any communication from the Venders from past due invoices for goods and or services from over seven (7) years ago and has written off \$4,592,234.74 of prior Accounts Payable.

7 NOTE 7 – CONVERTIBLE NOTES

As of December 31, 2023, the Company had outstanding \$696,314 of notes pursuant to certain convertible notes payable and the company is working to refinance this \$696,314 of notes payable. The company has negotiated with the note holders the balance of this notes to benefit the shareholders. Notes that are over 6 years old will not be honor according to statute limitation of the state of New York.

8 NOTE 8 – NOTES PAYABLE

The notes payable has been negotiated down to \$986,635. All notes payable from the Gold project have been removed.

9 NOTE 9 – INVESTMENT ACCOUNT

The company doesn't have any investment interest at the moment on any other company as of December 31, 2023.

10 NOTE 10 – SHAREHOLDERS' EQUITY

During the year ending December 31, 2023 has not issue any shares.

11 NOTE 11 – COMMITMENTS AND CONTINGENCIES

11.1 Capital Lease Obligations

The Company entered into various lease agreements during 2006 and 2007 to acquire certain equipment. Payments due under these capital lease obligations at September 30, 2016 and September 2015 were \$26,015 and \$26,015 respectively, which are in default. The Company has classified these Capital Lease Obligations as current liabilities at September 30, 2016 and September 30, 2015. The company wrote off this payment obligation in December 31, 2016.

12 Note 12- Purchase 51% of the plant where GMS process Sacha Inchi. The processing plant generated revenue in the last 2 years and has 2,400 square meter of manufacturing space and \$331,269 USD in equipment. This will allow QED-Connect and GMS process 25 to 35 Tons of GMSacha Inchi powder, over 15 ton of cereal and other products. The processing plant pass the inspection of Ingredion and the Colombian government on February 20, 2023. The purchase of 51% of the processing plant was done initially with shares and has a 2 year term to pay the remaining balance of the 51%.

12. Service Agreements

Periodically, the Company enters into various agreements for services including, but not limited to, public relations, financial consulting and sales consulting. The agreements generally are ongoing until such time as they are terminated. Compensation for services is paid either on a fixed rate, project cost or based on a percentage, as specified, and may be payable in shares of the Company's common stock or a warrant to purchase shares of the Company's common stock. These expenses are included in marketing and general and administrative expenses in the accompanying consolidated unaudited statements of operations. There are no outstanding service agreements at December 31, 2023.

12.1 Employment Contract

The Company has entered into several employment contracts for its CEO and Executive Assistant in the USA and for its COO and Social Project Manager.

12.2 Employee Retirement Plan

The Company will offer retirement plans for its employees starting 2018.

12.3 Financial Agreements

The Company has no outstanding financial agreements on December 31, 2022.

12.4 Other Contractual Obligations

During its normal course of business, the Company has made no commitments under which it will or may be required to make payments in relation to certain transactions. These include lease and services agreements. On April 29, 2014, the Company entered into an agreement to acquire Emerald Med Farms, LLC, a California based medical marijuana company for 11,000,000 shares of QED's common stock and providing up to \$2,000,000 of funding for the operations. The management has the option to repurchase up to 80% of the shares of Emerald Med Farms Inc. after 2 years after meeting the agreed to operational plan for revenue and resulting income, and realizing an agreed to return on investment from net operations. The company will be a wholly owned subsidiary of QED Connect, Inc. In March 2015, the Company has terminated its agreement with Emerald Med Farms, Inc. and is re-evaluating its position in the medical marijuana business.

3.0 Subsequent Events

In March 2015 the Company signed a Share Purchase Agreement to acquire the shares of Green M&A Solutions, a private US company that has 100% ownership of Green Mine Solutions ("GMS"), a Colombian company with active gold mining operations. GMS has an interest in the La Palmichala property, located in the municipality of Remedios, in the Nordeste sub region of the Antioquia 15 Department, Colombia. The region of the property is on the El Silencio geological formation, which is one of the richest formations in Colombia. Green Mine Solutions has entered into Letter of Intent (LOI) for two mines and processing plants in San Pablo and Hidalgos, located 15 and 20 minutes respectively from La Palmichala, we are in default of the loan payment on this operation and we are waiting for the outcome of the Probate hearing from the deceased owners estate in order to proceed. GMS is also very active in the areas surrounding the mine, helping farmers to grow Inca Seeds (Sacha Inchi). Inca Seed (Sacha Inchi) is a product that is very rich in Omega 3 and is the primary crop in Colombia presently used for the substitution of illegal crops, such as the coca plant. GMS Green Mind Solutions SAS a colombian company started to work with farmers in Colombia in 2013 to develop an alternative crop to the illegal crops (Coca leaves).with Sacha Inchi a seed rich in Omega 3,6,9, and complete vegan protein with all 9 esencial amino-acids and created Inca Worldwide. QED Connect invested in GMS to help them develop the Sacha Inchi seeds into a tasty snack, a powder and a beverage. Inca Worldwide was rebranded in 2021 as GMSacha Inchi(Colombian Brand).. The seeds are transforming into a tasty Snack and a powder. In 2020 the company started to develop the Sacha Inchi beverage. The Company markets all its products to private labels and multinational companies and its brand GMSacha Inchi.

GMSacha Inchi \$QEDN has meet with Nestle in on February 14, 2020 Fabio Franca Toseo and Jorge Aroyo and Jorge Gomez visit our facilities in Medellin Colombia. Fabio Franca Toseo is the director of Products for Colombia and Ecuador. GMS meet again on March 9, 2020, in Bogota. Fabio Franco instructed Jorge Arroyo to work with us on the development of our products. GMS finish the beverage in Tetrapack in 2020. Nestle stated that they will only consider a beverage pack in Tetrapak. Because of Pandemia GMS \$ QEDN were only able to get our beverage in Tetrapak till end of 2021 and obtain all full approval to start selling end of 2022. On December 7, 2022, GMS had a second batch of Tetrapak fully develop. Nestle received the final version of the product on January 18, 2023. Nestle has stated that they are reviewing the products of GMSacha Inchi and if the products are approved a formal business case will be open to start a possible negotiation with GMSacha Inchi \$QEDN. June 14, 2023 QEDN /GMS submitted the due diligence documents to Nestle to be part of the accelerated program.



Due Diligence - Sections 1 to 3

Dear Startup,

To help us best identify a potential collaboration, please answer the below questions of the following sections:

Section 1: Your company

Section 2: Your innovation

Section 3: Partnership opportunity

If you are unclear about any questions, please reach out to your Nestlé contact for further explanation.

Company Name*	GMS Green Mind Solutions /QED Connect
Website*	www.gmsacha.com
Your first and last names*	Nanny Katharina (Kate) Bahnsen
Your position in the company*	CEO
Your email address*	knb@gmsacha.com

*Mandatory

Section 1: Please provide your general company information to better know you.

- One sentence company pitch*
GMSacha Inchi is made from an Amazonian seed that has Omega 3,6,9, and a complete vegan protein with all 9 essential amino acids, a real superfood.
- Names of the founders*
Katharina Nanny Bahnsen, Sarah Bahnsen-Wulff and Michelle Bahnsen
- Numbers of full-time and part-time staff* 5 Full-time and 7 Part-time
- Starting year of the company* 2013
- From which country do you operate?* Colombia
- What is your revenue situation?*

No revenue ☐ Less than \$1M/year ☒ Between \$1-2M/year ☐ More than \$2M/year

- What is the stage of your funding?*

No funding ☐ Preseed ☐ Seed ☐ Serie A ☒ Serie B ☐

- What is your business model?*

B2B ☐ B2C ☐ B2B2C ☒ D2C ☐ If Other, please specify:

Section 2: Please provide your product/technology innovation to evaluate a potential partnership

- Is your product a?*

Ingredient ☒ Food/Beverage ☒ Supplement ☐ Packaging ☐ Process ☐
Digital application/service ☐ System/Machine ☐ Device/Diagnostic tool ☐

- Is your product?*

Just an idea/concept ☐ Prototype ☐ MVP ready to be commercialized ☐
Already commercialized in at least 1 market ☒

- If available, please provide a link to a short video of your prototype, MVP, product or technology or send your video to your Nestlé contact.

<https://vimeo.com/manage/videos/835982286/privacy>

4. Describe your value proposition. What type of problems do you want to solve?*

We provide a new lifestyle to farmers and consumers because:



a- **We have an alternative to illegal crops for Colombia.**

GMS works with farmers in Colombia to grow Sacha Inchi instead of illegal crops like coca leaves, to make cocaine. Sacha Inchi is the best alternative in Colombia for crop substitution because Sacha Inchi starts producing after 7 months while coca leaves can be harvested after 5 months. Every 15 days you can pick new Sacha Inchi stars while you can harvest the leaves of coca every 3 months. Sacha Inchi can be stored for up to 1 year while dry Coca leaves can be stored for up to 12 to 18 months. Coffee and Cacao are long-term crops that start producing after 1.5 years to 5 years. Sacha Inchi is a crop that provides a similar cash flow and better income to farmers that grow illegal crops and other crops like coffee, cacao, and sugar in Colombia.

GMS buys the Sacha Inchi seed and transforms the seeds into GMSacha Inchi beverage, GMSacha Inchi snack, GMSacha Inchi pet line, GMSacha Inchi premix, and GMSacha Inchi infusion. GMSacha Inchi is rich in Omega 3,6,9, and a complete vegan protein with all 9 essential amino acids. GMSacha Inchi beverage is the only beverage with Omega 3,6,9, and a complete vegan protein with all 9 essential amino acids in the market.

b- **GMS manufactures a real superfood for consumers in many different formats.**

GMS is the only company in the world that has been able to take out the bitter taste of Sacha Inchi and transform 100% of the seeds of Sacha Inchi into flour. All the other companies in the world extract the oil (Omega 3,6,9,) and leave the Husk (protein). GMS is the only company in the world that has been able to transform 100% of sacha inchi seed that has all the Omega 3,6,9, and 9 essential amino acids into flour and then into a beverage.

Current Products GMSacha Inchi for 2023



Sacha Inchi has all 9 essential amino acids for a balanced diet.

Essential amino acids	Preschoolers (2 to 5 years old)	Schoolchildren (10 to 12 years old)	Adults	Content in Sacha's Powder
Isoleucine	28	28	13	57
Leucine	66	44	19	68
Lysine	58	44	16	52
Methionine + Cysteine	25	22	17	40
Phenylalanine + Tyrosine	63	22	19	76
Threonine	34	28	9	88
Tryptophan	11	9	5	29
Valina	35	25	13	44
Histidina	19	19	16	28
Total	339	241	127	482

GMSacha Inchi has 29 grams of protein, all animal proteins have 26 grams or less protein. GMSacha Inchi is one of the best alternatives for vegan protein and Omega 3,6,9, in the market.

Sacha Inchi has more protein than pork, fish, and meat, omega 3,6,9, and fiber.

Type of protein	Gram	Omega 3	Omega 6	Omega 9	Fiber	Vitamin A	Vitamin E
Pork	27						
Meat	26						
Chicken	11						
Fish	26	x					
Eggs	13						x
Soya	36	x			x		
Almond	21				x		x
Chia	4	x			x		
Flex seeds	18	x	x		x		
Sacha Inchi	29	x	x	x	x	x	x

5. Who is your main consumer or customer?*



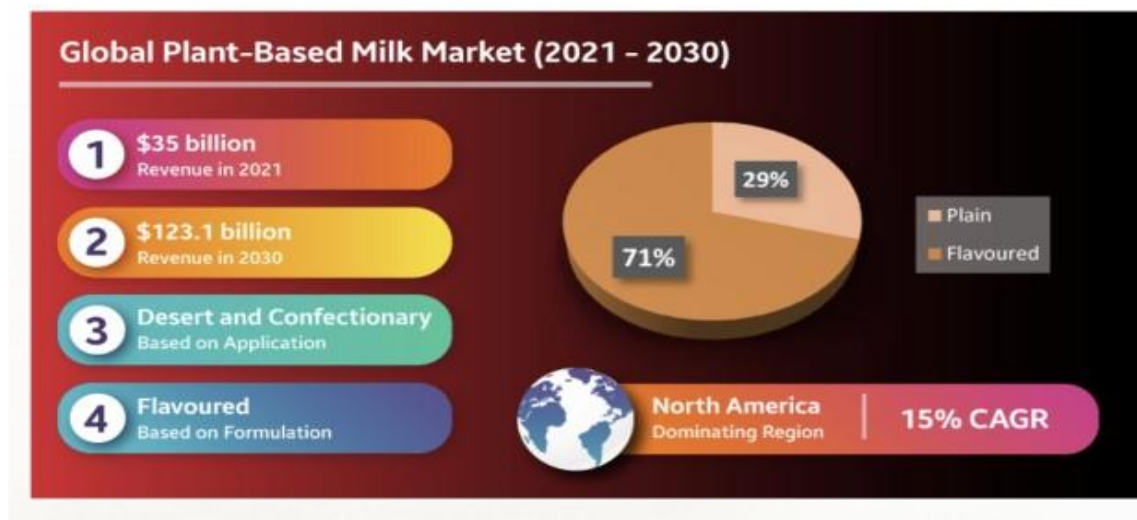


Potencial World-Market in USD	2023
Omega 3	\$11,311,720,000
Ethnic Certification	\$872,000,000
Vegan Protein	\$14,220,500,000
Non Lactose Milk	\$35,000,000,000
Pet Food	\$66,560,000,000
Total	\$127,964,220,000




The non-lactose Beverages (Milk) world market in 2021 was \$35 Billion USD and is expected to grow to over \$123.1 Billion USD by 2030. Most of the beverages (Milk) are made from almonds and have less than 0.5 grams of protein and are very high in sugar and sodium. Consumers are looking for healthy products that are low in carbohydrates, low in sodium, low in sugar, and high in protein. Almond trees need a lot of water and take between 7 to 10 years to grow. The almond industry is not good for the environment. Sacha Inchi doesn't need a lot of water and starts production after 7 months. GMSacha Inchi beverage and all GMSacha Inchi products are a better nutritional alternative to the non-lactose beverages market and many of the vegan protein, Halal, non-gluten, Kosher, pet line and organic markets.

Market estimated to reach a value of USD \$123.1 billion by 2030



<https://www.strategicmarketresearch.com/market-report/plant-based-milk-market>

The global plant-based milk market will witness a robust CAGR of 15%, valued at \$35 billion in 2021, expected to appreciate and reach \$123.1 billion by 2030, confirms Strategic Market Research. North America witnessed a sizeable market share of over 40% in 2021. Plant-based milk is a beverage manufactured from plants resembling milk in color. Plant-based milk is beverages obtained from non-dairy sources, flavored and scented with water-based plant extracts. Plant-based milk is used as a milk substitute and frequently has a creamy texture on the tongue. There are roughly 17 different kinds of plant milk; the most popular ones globally are Soy, almond, coconut, and oat. The term "milk-like plant liquid" has been used to describe beverages made from plants since the 13th century.



The first product was introduced in March 1996 by WhiteWave, Inc. at the Natural Foods Expo in [Anaheim, California](#).

In January 2010, the company introduced Silk Pure Almond, an [almond milk](#), and its first non-soy-based product.

Consumers want beverages that a low on calories and have high nutritional value. All plant-based companies are changing and manufacturing beverages low on carbohydrates, sodium, and sugars. Most of the current products in the market are water, high in sugar, high in sodium, and less than 0.5 g of protein.

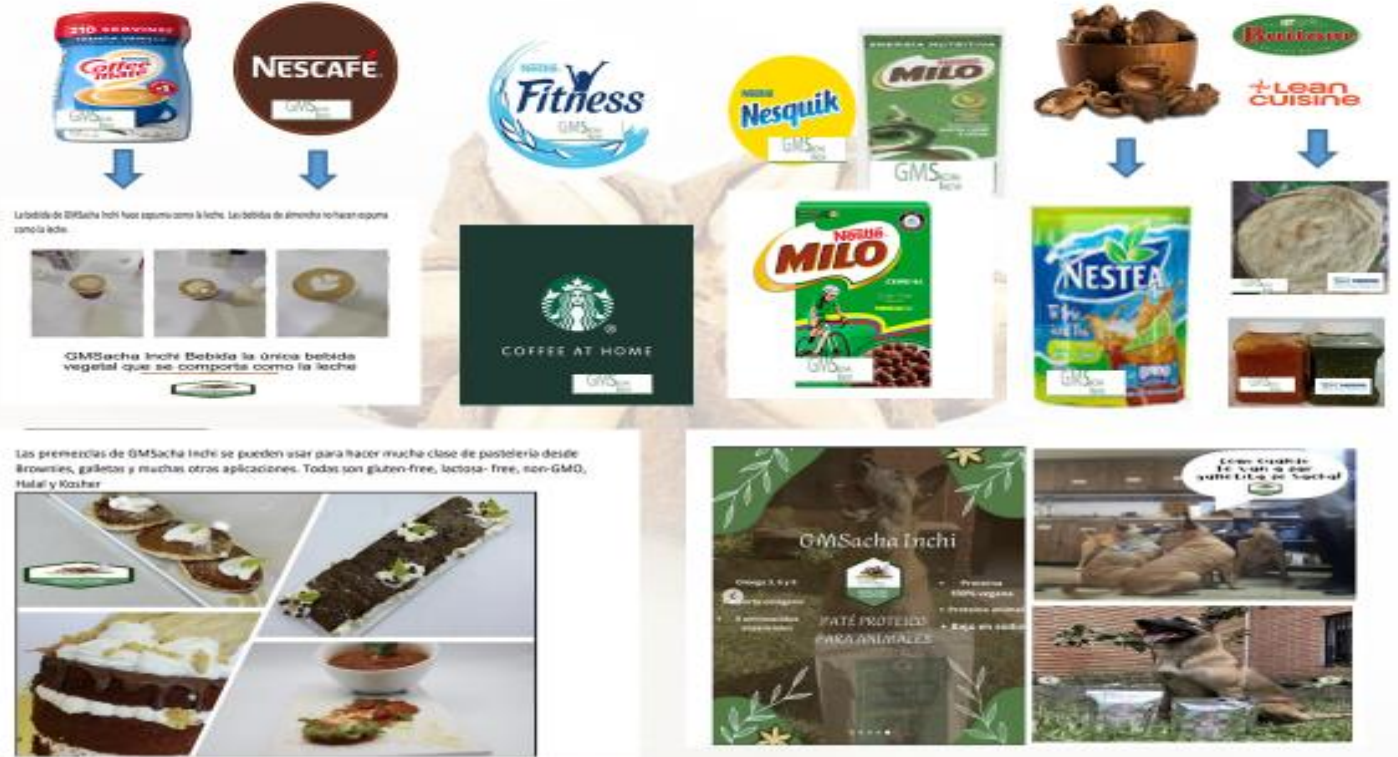
GMSacha Inchi beverage is a healthy alternative to all the plant-based beverages in the market

Almond Silk original 100 ml		Almond Blue Diamond 100 ml		GMSacha Inchi original 100 ml	
Calories	24	Calories	25	Calories	18
Totales Fat	2.5 g	Totales Fat	1.04 g	Totales Fat	1.3 g
polyunsaturated fat	0.5 g	polyunsaturated fat	0	polyunsaturated fat	1.1 g
Saturated fat	1.5 g	Saturated fat	0.5 g	Saturated fat	0.1 g
Monounsaturated fat	1.5 g	Monounsaturated fat	1.5 g	Monounsaturated fat	0.2 g
Trans fat	0 g	Trans fat	0 g	Trans fat	0 g
Cholesterol	0 mg	Cholesterol	0 mg	Cholesterol	0 g
Total carbohydrates	3.4 g	Total carbohydrates	3.33 g	Total carbohydrates	0.7 g
Fiber	0.5 g	Fiber	0.5 g	Fiber	0.3 g
Total Sugar	3 g	Total Sugar	3 g	Total Sugar	0 g
Sugar Added	3 g	Sugar Added	3 g	Sugar Added	0 g
Protein	0.5 g	Protein	0.5 g	Protein	1 g
Sodium	135 mg	Sodium	135 mg	Sodium	0 g
Vitamin A	0 mg	Vitamin A	150 mcg	Vitamin A	0 mg
Vitamin D	0 mg	Vitamin D	0	Vitamin D	0 mg
Vitamin E	0 mg	Vitamin E	17.5 mg	Vitamin E	0 mg
Iron	0 mg	Iron	0 mg	Iron	0 mg
Zinc	0 mg	Zinc	0 mg	Zinc	0 mg
Calcium	0 mg	Calcium	0 mg	Calcium	0 mg
Potassium	0 mg	Potassium	10 mg	Potassium	0 mg
Omega 3	0 mg	Omega 3	0 mg	Omega 3	0.6 g
Omega 6	0 mg	Omega 6	0 mg	Omega 6	0.5 g
Omega 9	0 mg	Omega 9	0 mg	Omega 9	0.1 g

6. How is your proposition innovative? What is unique about your product/solution?*

GMSacha Inchi has the know-how and the team to be able to put GMSacha Inchi into most of the current products of Nestle. Most of Nestle products could add the label “**good o excellent source of Omega 3,6,9**” and if needed 100% vegan protein.

Product	Flavor and description	Size	Market	Market	Competition	Notes	Finish development	In process to develop
GMSacha Inchi beverage	Original, Moca, Vanilla-Banano, Almend , Coffee, Chocolate	1 lt, 330 ml, 200 ml	Amazon, UNFI, KeHE, Carulla, Grupo Exito, Natural Stores	\$35 Billones USD en 2021 and \$123.1 Billones USD by 2030 https://www.strategicmarketresearch.com/market-report/plant-based-milk-market	Blue Desmond, Silk, Good Karma no other beverages are made from Sacha Inchi	There is no beverage made from Sacha Inchi.GMS/QEDN is the only company in the world that has been able to transform 100% of the Omega 3,6,9, and 9 essential amino acids into flour and then into a beverage.	x	
GMSacha Inchi Beverage vegan Barista for Café and Starbucks	Original o Almend , Vainilla, Chocolate for Barista	1 lt, 330 ml o powder 100 gramos	Starbucks, Amazon, UNFI, KeHE, Carulla, Grupo Exito, Natural Stores	https://www.strategicmarketresearch.com/market-report/plant-based-milk-market	Silk Barista almond alternative don't foam like milk. GMSacha Inchi foam up to 96% like milk	There is no beverage made from Sacha Inchi.GMS/QEDN is the only company in the world that has been able to transform 100% of the Omega 3,6,9, and 9 essential amino acids into flour and then into a beverage.	x	
GMSacha Inchi Snack	Mix with garbanzo, lentils, chickpeas, corn and other grains. Flavors: Original, Chocolate, sweet, spicy, Sweet and Spicy.	30 gr, 100 gr, 200 gr	Amazon, UNFI, KeHE, Amazon, UNFI, KeHE, Carulla, Grupo Exito, Natural Stores	Garbanzo market \$16.3 Millones USD 2022 and \$21 USD for 2027 https://www.marketdataforecast.com/market-reports/chick-peas-market	Hippeas,Biena, The Good Bean, Lebby	The market of grains as a snack is becoming very big. GMSacha Inchi has already a mix of prodcuts with garbanzo, lentils, corn, chickpeas and other gains	x	
GMSacha Inchi- Milo 200 ml	Milo with protein and Omega 3,6,9	200 ml	Amazon, UNFI, KeHE, Carulla, Grupo Exito, Natural Stores	Milo	Milo	Milo prodcuts with Omega 3,6,9, and vegan protein (Non-Lactose o dairy version)	x	
GMSacha Inchi- Milo powder	Milo with protein and Omega 3,6,9	Powder 160 gr	Amazon, UNFI, KeHE, Nacional (Carulla, Grupo Éxito) Natural Stores	Milo	Milo	Milo prodcuts with Omega 3,6,9, and vegan protein (Non-Lactose o dairy version)	x	
GMSacha Inchi Nescafe with protein and Omega 3,6,9	Nescafe with GMSacha Inchi (Protypo)	50 gr, 170 gr	Starbucks, Amazon, UNFI, KeHE, Carulla, Grupo Exito, Natural Stores	Nescafe	Nescafe	Nescafe with Omega 3,6,9, and vegan protein		x
GMSacha Inchi Colombian Coffee with protein and Omega 3,6,9	Gourmet coffee and GMSacha Inchi (Protypo)	50 gr, 100 gr, 1 Kilo	Starbucks,Amazon, UNFI, KeHE, Carulla, Grupo Exito, Natural Stores	Café Colombiano	Café Colombiano	Gourmet coffee and GMSacha Inchi (Protypo)		x
GMSacha Inchi Premix Brownies- Galletas without Gluten	Premix GMSacha Inchi and other flours	50 gr, 100 gr, 1 Kilo	Starbucks, Amazon, UNFI, KeHE, Carulla, Grupo Exito, Natural Stores	USD 219 Million https://www.marketdataforecast.com/market-reports/cookies-market	Noel, Grupo nutesa		x	
GMSacha Inchi Pet Line	Mix GMSacha Inchi, animal protein for cats and dogs	100 gr, 1 kilo, 7 kilos, 25 kilos	Amazon, UNFI, KeHE, Carulla, Grupo Exito, Natural Stores for pets	USD 99.1 billón in 2022 https://www.grandviewresearch.com/industry-analysis/pet-food-industry	Purina, Italcol		x	
GMSacha Inchi pizza, pesto, pizza and pasta	Premix GMSacha Inchi and other flours	5 pizzas	Amazon, UNFI, KeHE, Carulla, Grupo Exito, Natural Stores	USD \$160 Billón https://aaronallen.com/blog/pizza-industry	Bertolini		x	
GMSacha Inchi Infusión	With dry fruits	50 gramos	Amazon, UNFI, KeHE, Carulla, Grupo Exito, Natural Stores	USD 720. 7 Millón https://www.factmr.com/report/4157/tea-infusion-market#:~:text=Under%20the%20product%20type%20segment,42.3%25%20market%20share%20in%202022.	Evok		x	
GMSacha Inchi Bar	10 grams in bags	10 gr	Amazon, UNFI, KeHE, Carulla, Grupo Exito, Natural Stores	USD 4.55 billón in 2021 https://www.polarismarketresearch.com/industry-analysis/protein-bar-market	Nature's Heart		x	
GMSacha Inchi Butter	Container	100 gr,	Amazon, UNFI, KeHE, Carulla, Grupo Exito, Natural Stores	USD 5.70 billón in 2021, https://www.grandviewresearch.com/industry-analysis/peanut-butter-market-report	Jeffy, Skippy			x



7. What is your IP?*(PA: Patent application) Attachment A

PA(s) in preparation	<input type="checkbox"/>	Provisional PA(s)	<input type="checkbox"/>	PA(s)	<input type="checkbox"/>	Trademarks	<input checked="" type="checkbox"/>
Trade secret/confidential know-how	<input checked="" type="checkbox"/>	Designs	<input type="checkbox"/>	Copyright	<input type="checkbox"/>	None	<input type="checkbox"/>

8. Is the innovation has been described in any type of communication (e.g., scientific publications, clinical trials, web sites...)?*

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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9. What is the regulatory situation of your product?*

We have FDA for our Ingredients and snacks, but we need an FDA-approved tetrapak manufacturing facility. We have USDA approval for our snacks and ingredients to enter the USA. We have INVIMA (Colombia regulation) for Snacks, Ingredients and we have the first approval for our beverages, we just need one more test. We don't know what we need to export our GMSacha Inch beverages and GMSacha Inchi products to countries in Asia or Europe. We are working to get our approval to manufacture our pet line in Colombia, but we don't know what is required to export our pet line to the USA, Europe, and Asia. We are working to get other certifications like Gluten-free, non-GMO, Novel food, USDA-Organic, 100% vegan, Fairtrade, and Kosher.

Current and Future Certifications

Current Certifications



Certifications in process



10. What type of partnership are you looking for?*

Technical support <input type="checkbox"/>	Production/Scaling up <input type="checkbox"/>	Marketing/Branding <input checked="" type="checkbox"/>	Packaging <input type="checkbox"/>
Regulatory <input type="checkbox"/>	Test launch/Market access <input type="checkbox"/>	Commercial deal <input checked="" type="checkbox"/>	Investment <input checked="" type="checkbox"/>

11. Describe a high-level project scope for which you would like to partner with Nestlé
GMSacha Inchi beverages and GMSacha Inchi products can be added to many of Nestlé's products. Sacha Inchi is native to the Amazon Forest of Colombia, Peru, Ecuador, and Brazil. Sacha Inchi is currently growing in China, Vietnam, and Malesia and can grow in many other countries that have tropical weather. In all these countries that grow Sacha Inchi the companies are only extracting the oil to make Omega 3,6,9, instead of extracting oil from fish.

GMS wants to work with Nestle from planting the seed of Sacha Inchi to the final product delivered to the customer:

A- Sacha Inchi Agriculture Research Center:

In this center we will study Sacha Inchi seeds and develop a complete GAP (Good Agricultural Practices) o BPA (Buenas Practicolas Agricolas) that can be used worldwide to increase the yield per hectare and to plant Sacha Inchi in many countries where the soil and weather work for Sacha Inchi. GMS wants to partner with Nestle to open the Sacha Inchi Research Center. GMS has an expert with over 20 years of research in Sacha Inchi from Peru. He has already studied 60 varieties of Sacha Inchi in Peru. He can grow Sacha Inchi in many countries which can provide jobs to low-income families and provide better nutrition to farmers and consumers. He already worked in a project in China to plant 5,000 hectares to extract oil from Sacha Inchi for Omega 3,6,9. GMS can replicate this success worldwide. We want to plant 2 to 5 hectares of Sacha Inchi and open a research center to study Sacha Inchi in Colombia possibly close to Bugalagrande where Nestle has its current facility.

GMS has many contracts with farmers to buy Sacha Inchi seeds. The biggest are:

- 1- United Nations Office of Drug and Crime (UNODC). They manage the project funded by KOICA "Korea International Cooperation Agency" to grow 490 hectares of Sacha Inchi to benefit 700 families. This project is helping farmers to grow Sacha Inchi instead of illegal crops.



Naciones Unidas
Colombia

- 2- Fondo Colombia en Paz for 65 farmers in Cauca Antioquia to grow Sacha Inchi. GMS is the company that has the contract to purchase all the production of Sacha Inchi.

2. PRESENTACION DEL PROYECTO

Programa FONDO COLOMBIA EN PAZ – COMPONENTE 2

Nombre del Proyecto:	"Implementación de Unidades Productivas de sachá inchi y Fortalecimiento comercial en el municipio de Caucaasia, con la asociación de Sachachineros del Bajo Cauca en el Departamento de Antioquia."
Código:	2019-2500005692
Ubicación (Dpto., Mpio. Veredas):	Caucaasia, Antioquia, Veredas: El Tigre, El Brasil, La Catalina, Parcelas de Caceri
Nombre de Asociación y sigla	Asociación de Sachachineros del Bajo Cauca - ASOSACHA
Número total de Asociados:	65
Número de beneficiarios:	65 (Hombres 27, Mujeres 38)
Tipología Poblacional (indígena, afro, campesino, colono, discapacitado, víctima, etc.):	47 personas de las encuestadas (72%) son campesinos, 2 son víctimas (3%), 9 son campesinos víctimas (14%), 2 son afrodescendientes (3%) y 4 son afrodescendientes campesinos (6%), solo una persona de las encuestadas no reporta dato pero se considera campesino por sus características
Entidad ejecutora elegible - EEE:	Corporación Colombia Internacional - CCI
Nombre del aliado Comercial	GMS – Green Mind Solutions

GMS is working with the Colombia Government to grow 5,000 hectares of Sacha Inchi by 2026



Bogotá D.C., 31 de enero de 2023

Señores

Laurent Freixe
CEO de Nestlé para las Américas

Fabio Luis Toseto Franca
Vicepresidente técnico Nestlé Colombia Ecuador

Jorge Arroyo
Nuevos Negocios Nestlé

Asunto: Cultivos de Sacha Inchi en Colombia

La empresa GMS Green Mind Solutions SAS con su representante legal Nanny Katharina (Kate) Bahnsen nos ha comentado como la empresa Nestlé está interesada en los desarrollos que esta compañía ha hecho en los productos de GMS Sacha Inchi especialmente en su bebida de GMS Sacha Inchi y los desarrollos que están haciendo para Nestlé. Productos con alto potencial en el mercado dado que el Sacha Inchi es un superalimento con Omega 3,6,9, y una proteína vegana completa.

Dada la importancia de los cultivos de Sacha Inchi para Colombia. El Ministerio de Agricultura y Desarrollo Rural – MADR estima, que se podrían sembrar cerca de 5,000 hectáreas de Sacha Inchi durante el periodo 2023 – 2026, principalmente en áreas de interés para la paz como los municipios PDET, con población víctimas del conflicto y reintegrados entre otros. Estos proyectos son de importancia estratégica para la estabilización de estas regiones en el gobierno del presidente Petro.

Razones por las cuales solicitamos una reunión con Nestlé lo más pronto que les posible, para estudiar las posibles colaboraciones que podríamos tener entre Nestlé, el Ministerio de Agricultura y GMS, para la implementación de cultivos de sachá inchi en el País.

Cordialmente,

Eudoro Castro Rodríguez
Coordinador de la Cadena de Sacha Inchi
Dirección de Cadenas Agrícolas y Forestales – MADR
E-mail: Eudoro.castro@minagricultura.gov.co
Cel. 3106805109

B- GMSacha Inchi Innovation and Development Center:

GMS has the know-how to extract the bitter taste of Sacha Inchi and convert Sacha Inchi into powder and manufacture GMSacha Inchi beverage, GMSacha Inchi snack, GMSacha Inchi pet line, GMSacha Inchi premix, and GMSacha Inchi infusion and to add to many other products. GMS wants to partner with Nestle to open the GMSacha Inchi Innovations and Development Center close to the Sacha Inchi Agriculture Center. GMS team knows that each Sacha Inchi varieties have levels of Protein from 29 to 35 grams and Omega 3,6,9, can change from 48% to 56 % per kilo. The level of Omega 3,6,9, and protein can change the flavor of the final product. GMS team has only worked with two varieties out of the 60 + varieties our Peruvian expert has. Also, different varieties of Sacha Inchi grow in different weather and altitude. It is very important to research all the different 60 + varieties that our Peruvian expert has and find out which ones will work better in the final products. GMS Team also wants to integrate and create many more GMSacha Inchi products with Nestle research and development Team.

C- GMS has the equipment to manufacture up to 8 tons per month of GMSacha Inchi. GMS wants to manufacture 50, 100 to 200 tons per month of GMSacha Inchi Powder. GMS wants to partner with Nestle to become the leader of plant-based beverages and many other products. Nestle-GMS will need to guarantee at least 20,000,000 beverages so Tetrapak will lease the machine to Nestle-GMS. GMS has calculated a 30% to 40 % cost reduction by operating a tetrapak machine next to the equipment that processes GMSacha Inchi ingredients, instead of bringing the GMSacha inchi to another tetrapack facility. Initially, GMS wants to partner with Nestle to manufacture around 1,250,000 liters of GMSacha Inchi-Nestle 1-liter tetrapak per month, 250,000- 330 ml tetrapack per month and 500,000- 200 ml per month for 2023- 2024. GMS has the supply of Sacha Inchi to manufacture up to 2,000,000 tetrapack from 2023 - 2024. By 2025 to 2026 the supply of Sacha Inchi is expected to be enough to manufacture the 20,000,000 tetrapack which is the amount needed to install a tetrapack machine in Bugalagrande. GMS has negotiated contracts with farmers to grow Sacha Inchi in over 6,000 hectares in Colombia. Sacha Inchi provides a better and faster return than Coffee, Cacao, Sugar, and many other crops.

D- GMSacha Inchi would like to partner with Nestle to promote the GMSacha Inchi brand worldwide. Sacha Inchi is a superfood, but we need to educate the consumers about the benefits of Sacha Inchi and the importance of eating Omega 3,6,9, every day. The National Institute of Health recommends:

Table 1: Adequate Intakes (AIs) for Omega-3s [5]

Age	Male	Female	Pregnancy	Lactation
Birth to 6 months*	0.5 g	0.5 g		
7–12 months*	0.5 g	0.5 g		
1–3 years**	0.7 g	0.7 g		
4–8 years**	0.9 g	0.9 g		
9–13 years**	1.2 g	1.0 g		
14–18 years**	1.6 g	1.1 g	1.4 g	1.3 g
19-50 years**	1.6 g	1.1 g	1.4 g	1.3 g
51+ years**	1.6 g	1.1 g		

<https://ods.od.nih.gov/factsheets/Omega3FattyAcids-HealthProfessional/>

Very few consumers take Omega 3 every day. GMSacha Inchi 200 ml beverage has 1 gram of protein and 600 mg of Omega 3. Every child, teenager, adult, pregnant, and lactating mother should drink GMSacha Inchi beverages or consume some type of GMSacha Inchi product.

Estimated Investment by Nestle for the GMSacha Inchi project.

A- Sacha Inchi Agriculture Research Center:

Sacha Inchi Agriculture Center of Investigation Colombia				
Description	Amount	Cost per month	Months	Total USD
Plant 2 hectars of Sacha Inchi	2	\$ 7,500	1	\$ 15,000
Center of Investigation for Sacha Inchi Seed building	3	\$ 100,000	1	\$ 300,000
Center of Investigation for Sacha Inchi Seed equipment	1	\$ 75,000	1	\$ 75,000
Vehicles Trucks	3	\$ 45,000	1	\$ 135,000
Buying land to grow Sacha Inchi	3	\$ 137,500	1	\$ 412,500
Labor	1	\$ 10,000	24	\$ 240,000
Overhead	1	\$ 7,500	24	\$ 180,000
Total				\$ 1,357,500

B- GMSacha Inchi Innovation and Development Center:

GMSacha Inchi center of Innovation and Development Colombia				
Description	Amount	Cost per month	Months	Total USD
Center of investigation building remodeling	1	\$ 250,000	1	\$ 250,000
Labor	1	\$ 35,000	24	\$ 840,000
Overhead	1	\$ 12,500	24	\$ 300,000
Total				\$ 1,390,000

C- GMSacha Inchi has the equipment to expand from 8 ton to 50 tons, 100 to 200 tons:

Description	Quantity per months	Cost	Month	Total
Equipment	1	\$ 350,000	1	\$ 350,000
To manufacture and export to USA 1 liter Tetrapak	1,250,000	\$ 0.89	12	\$ 13,350,000
To manufacture and export to USA 330 ml Tetrapak	250,000	\$ 0.69	12	\$ 2,070,000
To manufacture and export to USA 200 ml Tetrapak	500,000	\$ 0.59	12	\$ 3,540,000
Buy Sacha Inchi	10,000	\$ 5.00	12	\$ 600,000
Labor	1	\$ 25,000	12	\$ 300,000
Overhead	1	\$ 10,000	12	\$ 120,000
Total				\$ 20,330,000

D-GMSacha Inchi Marketing

Fairs USD	Stand	Promotion	Traveling	Month budget	Months	2023-2024
Expo East 2023	\$ 50,000	\$ 50,000	\$ 16,500			\$ 116,500
Anuga 2023	\$ 30,000	\$ 50,000	\$ 35,000			\$ 115,000
Expo West 2024	\$ 55,000	\$ 55,000	\$ 18,150			\$ 128,150
Gulfood 2024	\$ 25,000	\$ 55,000	\$ 38,500			\$ 118,500
Expo East 2024	\$ 55,000	\$ 55,000	\$ 22,350			\$ 132,350
Otras fairs	\$ 165,000	\$ 165,000	\$ 115,500			\$ 445,500
Trent marketing				\$ 6,000	24	\$ 144,000
Social Media				\$ 50,000	24	\$ 1,200,000
Total	\$ 380,000	\$ 430,000	\$ 810,000	\$ 56,000		\$ 2,400,000

Total Estimated Budget				
Sacha Inchi Agriculture Center of Investigation Colombia				\$ 1,357,500
GMSacha Inchi Center of Innovation and Development Colombia				\$ 1,390,000
GMSacha Inchi has the equipment to expand from 8 ton to 50 tons, 100 to 200 tons				\$ 20,330,000
Marketing 2 years				\$ 2,400,000
Total				\$ 25,477,500

Estimated Profit after initial Investment of Nestle in 24 months for Beverage only.

Sales				
Description	Amount	Sales	month	Total
To manufacture and export to USA 1 liter Tetrapak	1,250,000	\$ 2.00	12	\$ 30,000,000
To manufacture and export to USA 330 ml Tetrapak	250,000	\$ 1.45	12	\$ 4,350,000
To manufacture and export to USA 200 ml Tetrapak	500,000	\$ 1.25	12	\$ 7,500,000
Total				\$ 41,850,000
Cost of Investment				\$ 25,477,500
Total Gain after sales				\$ 16,372,500

Nestle-GMS should see a return on investment within the two years.

Section 3: Please answer the below questions to help us further evaluate partnership opportunities

1. Is the company subject, do founders foresee a change in circumstances that significantly reduces the value of the company, idea or project?*	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2. Is the company or are founders involved in any litigation, pending or threatened?*	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
3. Is the company or are founders involved in any damage to human health or the environment or a violation of human rights?*	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4. Does company, do founders own the IP required to run the business?*	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/>
5. Does company, do founders have a license from a third party in relation to the product / ingredient /app / process / system?*	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
6. Is there a risk of infringement of the IP or other breach of rights of third parties?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Don't know <input type="checkbox"/>
7. Are you free to collaborate with Nestlé from a contractual, IP or any other perspective?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Don't know <input type="checkbox"/>

8. What background IP does the company or founders own or have licensed, which is relevant for the company, idea or project?*

GMSacha Inchi has the know-how and the team to be able to put GMSacha Inchi into most of the current products of Nestle. All Nestle products could add the label good source of Omega 3,6,9 to its current products and if needed 100% vegan protein.

9. Please provide links or share to your Nestlé contact any published patents or redacted versions of licenses to IP relevant for the company, idea or project:
None

10. Do you have investors?*	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
11. Do you have rights to do R&D with a third party, such as Nestlé?*	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
12. Do your investors have pre-emption rights vis a vis a third party (on licensing or commercialization of the project output or on equity investment)?*	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> NA <input type="checkbox"/>

13. Optimally please share the significant clauses of the agreements with these investors and your cap table to your Nestlé contact

GMS owns:

- 1- The registered trademark of GMSacha Inchi. Attachment A
- 2- The contract with all the farmers to grow Sacha Inchi
- 3- The know-how and the design of the equipment to transform sacha inchi into GMSacha Inchi products.
- 4- The contract with the expert from Peru to grow Sacha Inchi
- 5- The contract with the expert to transform Sacha Inchi into GMSacha Inchi products.
- 6- The contract with the expert to transform GMSacha Inchi into GMSacha Inchi beverage.

QED Connect DBS GMSacha Inchi is registered in the USA.

The company was acquired in 2015 by Nanny Katharina Bahnsen in March 2015. Nanny Katharina Bahnsen became the CEO on June 19, 2016.

QED Connect DBA GMSacha Inchi register in the USA		
Shareholder	Position in the Company	Ownership
Nanny Katharina Bahnsen	CEO	56%
Sarah Pina Bahnsen-Wulff	CFO	19%
Total control by Bahnsen Family		75%
Smaller Investors	shares	25%
Total		100%



UNFI Marketplace Supplier Agreement

Date ("Effective Date"):	January 23, 2023
Supplier Information	
Supplier (full legal name) ("Supplier"):	QED Connect dba GMSacha Inchi
Supplier's state of incorporation or organization:	New York
Supplier's principal place of business (headquarters' street address):	418 Broadway STE R Albany, NY 12207 Click or tap here to enter text.
Pricing	
Subscription Fee (Monthly): Waived until 12/31/23, then \$39.00 monthly	
Commission (Per Transaction):	
(a) Grocery (Food and Beverage, including Bulk): 15%	
(b) Non-Food, Health and Beauty, Household, Vitamins and Supplements: 18%	

This UNFI Marketplace Supplier Agreement ("Supplier Agreement") is entered into as of the Effective Date by and between United Natural Foods, Inc., on behalf of its subsidiaries and affiliates ("UNFI"), and the Supplier. Supplier desires to list certain food products, non-food products and/or supplements ("Product(s)") for sale on UNFI's marketplace website for which Supplier shall have responsibility for listing Products and fulfilling orders associated with the Products ("UNFI Marketplace") in accordance with the terms and conditions of this Supplier Agreement. By entering into this Supplier Agreement, Supplier agrees to be bound by the UNFI Marketplace Terms and Conditions ("Terms and Conditions") and the UNFI Marketplace Policies ("Marketplace Policies"), each located at <https://unfi.us.mirakl.net/mmp/cgu/download> and incorporated herein by reference. Capitalized terms used herein but not defined shall have their meanings set forth in the Terms and Conditions.

The parties have executed this Supplier Agreement by their duly authorized representatives as of the Effective Date.

United Natural Foods, Inc.

By: Maureen Hines
Signature
Name: Maureen Hines
Title: Sr Director Supplier Merchandising
Date: 01/24/23

Notices: United Natural Foods, Inc.
313 Iron Horse Way
Providence, RI 02908
Attn: Legal Department
Email: Legal.Notices@unfi.com

Supplier Name: QED Connect "GMSacha Inchi"

By: [Signature]
Signature
Name: nannybahnsen@gmsacha.com
Title: CEO of QED Connect GMSacha Inchi
Date: 01/24/23

Notices: QED Connect "GMSacha Inchi"
418 Broadway Ste R
Albany, NY 12207
Attn: Legal Department
email: knb@gmsacha.com

Last Updated: September 22, 2021
CONFIDENTIAL



Walmart Marketplace <walmartmarketplace@comms.walmart.com>
to knb

2:48 PM (2 hours ago)



Walmart Marketplace

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Hello Katharina,

We're excited to let you know your Walmart Marketplace account* has been created successfully. Now it's time to begin the onboarding process so you can start selling on Walmart.com.



*The use of Seller Center platform is governed by the accepted Terms & Conditions. Login to Seller Center and navigate to the Agreements page from the Settings dropdown menu to find the most recent version of the agreement.

14. Please send a copy of your company Articles of Association/Statutes to your Nestlé contact*

BYLAWS of QED CONNECT, INC. (the Corporation)

ARTICLE I: MEETINGS OF SHAREHOLDERS

Section 1 - Annual Meetings The annual meeting of the shareholders of the Corporation shall be held at the time fixed, from time to time, by the Board of Directors.

Section 2 - Special Meetings Special meetings of the shareholders may be called by the Board of Directors or such person or persons authorized by the Board of Directors.

Section 3 - Place of Meetings

Meetings of shareholders shall be held at the registered office of the Corporation, or at such other places, within or without the State of New York as the Board of Directors may from time to time fix.

Section 4 - Notice of Meetings A notice convening an annual or special meeting which specifies the place, day, and hour of the meeting, and the general nature of the business of the meeting, must be faxed, personally delivered or mailed postage prepaid to each shareholder of the Corporation entitled to vote at the meeting at the address of the shareholder as it appears on the stock transfer ledger of the Corporation, at least ten (10) days prior to the meeting. Accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, a shareholder will not invalidate the proceedings at that meeting.

Section 5 - Action Without a Meeting Unless otherwise provided by law, any action required to be taken at a meeting of the shareholders, or any other action which may be taken at a meeting of the shareholders, may be taken without a meeting, without prior notice and without a vote if written consents are signed by shareholders representing a majority of the shares entitled to vote at such a meeting, except however, if a different proportion of voting power is required by law, the Articles of Incorporation or these Bylaws, than that proportion of written consents is required. Such written consents must be filed with the minutes of the proceedings of the shareholders of the Corporation.

Section 6 - Quorum

a) No business, other than the election of the chairman or the adjournment of the meeting, will be transacted at an annual or special meeting unless a quorum of shareholders, entitled to attend and vote, is present at the commencement of the meeting, but the quorum need not be present throughout the meeting.

b) Except as otherwise provided in these Bylaws, a quorum is two persons present and being, or representing by proxy, shareholders of the Corporation.

c) If within half an hour from the time appointed for an annual or special meeting a quorum is not present, the meeting shall stand adjourned to a day, time and place as determined by the chairman of the meeting.

Section 7 - Voting Subject to a special voting rights or restrictions attached to a class of shares, each shareholder shall be entitled to one vote for each share of stock in his or her own name on the books of the corporation, whether represented in person or by proxy.

Section 8 - Motions No motion proposed at an annual or special meeting need be seconded.

Section 9 - Equality of Votes In the case of an equality of votes, the chairman of the meeting at which the vote takes place is not entitled to have a casting vote in addition to the vote or votes to which he may be entitled as a shareholder or proxyholder.

Section 10 - Dispute as to Entitlement to Vote In a dispute as to the admission or rejection of a vote at an annual or special meeting, the decision of the chairman made in good faith is conclusive.

Section 11 - Proxy

a) Each shareholder entitled to vote at an annual or special meeting may do so either in person or by proxy. A form of proxy must be in writing under the hand of the appointor or of his or her attorney duly authorized in writing, or, if the appointor is a corporation, either under the seal of the corporation or under the hand of a duly authorized officer or attorney. A proxyholder need not be a shareholder of the Corporation.

b) A form of proxy and the power of attorney or other authority, if any, under which it is signed or a facsimiled copy thereof must be deposited at the registered office of the Corporation or at such other place as is specified for that purpose in the notice convening the meeting. In addition to any other method of depositing proxies provided for in these Bylaws, the Directors may from time to time by resolution make regulations relating to the depositing of proxies at a place or places and fixing the time or times for depositing the proxies not exceeding 48 hours (excluding Saturdays, Sundays and holidays) preceding the meeting or adjourned meeting specified in the notice calling a meeting of shareholders.

ARTICLE II: BOARD OF DIRECTORS

Section 1 - Number, Term, Election and Qualifications

a) The first Board of Directors of the Corporation, and all subsequent Boards of the Corporation, shall consist of not less than one (1) and not more than five (5) directors. The number of Directors may be fixed and changed from time to time by ordinary resolution of the shareholders of the Corporation.

b) The first Board of Directors shall hold office until the first annual meeting of shareholders and until their successors have been duly elected and qualified or until there is a decrease in the number of directors. Thereinafter, Directors will be elected at the annual meeting of shareholders and shall hold office until the annual meeting of the shareholders next succeeding his or her election, or until his or her prior death, resignation or removal. Any Director may resign at any time upon written notice of such resignation to the Corporation.

c) A casual vacancy occurring in the Board may be filled by the remaining Directors.

d) Between successive annual meetings, the Directors have the power to appoint one or more additional Directors. A Director so appointed holds office only until the next following annual meeting of the Corporation, but is eligible for election at that meeting. So long as he or she is an additional Director, the number of Directors will be increased accordingly.

e) A Director is not required to hold a share in the capital of the Corporation as qualification for his or her office.

Section 2 - Duties, Powers and Remuneration

a) The Board of Directors shall be responsible for the control and management of the business and affairs, property and interests of the Corporation, and may exercise all powers of the Corporation, except for those powers conferred upon or reserved for the shareholders or any other persons as required under New York state law, the Corporation's Articles of Incorporation or by these Bylaws.

b) The remuneration of the Directors may from time to time be determined by the Directors or, if the Directors decide, by the shareholders.

Section 3 - Meetings of Directors

a) The President of the Corporation shall preside as chairman, unless otherwise so appointed, at every meeting of the Directors, or if the President is not present or is willing to act as chairman, the Directors present shall choose one of their number to be chairman of the meeting.

b) The Directors may meet together for the dispatch of business, and adjourn and otherwise regulate their meetings as they think fit. Questions arising at a meeting must be decided by a majority of votes. In case of an equality of votes the chairman does not have a second or casting vote. Meetings of the Board held at regular intervals may be held at the place and time upon the notice (if any) as the Board may by resolution from time to time determine.

c) A Director may participate in a meeting of the Board or of a committee of the Directors using conference telephones or other communications facilities by which all Directors participating in the meeting can hear each other and provided that all such Directors agree to such participation. A Director participating in a meeting in accordance with this Bylaw is deemed to be present at the meeting and to have so agreed. Such Director will be counted in the quorum and entitled to speak and vote at the meeting.

d) A Director may, and the Secretary on request of a Director shall, call a meeting of the Board. Reasonable notice of the meeting specifying the place, day and hour of the meeting must be given by mail, postage prepaid, addressed to each of the Directors and alternate Directors at his or her address as it appears on the books of the Corporation or by leaving it at his or her usual business or residential address or by telephone, facsimile or other method of transmitting legibly recorded messages. It is not necessary to give notice of a meeting of Directors to a Director immediately following a shareholder meeting at which the Director has been elected, or is the meeting of Directors at which the Director is appointed.

e) A Director of the Corporation may file with the Secretary a document executed by him waiving notice of a past, present or future meeting or meetings of the Directors being, or required to have been, sent to him and may at any time withdraw the waiver with respect to meetings held thereafter. After filing such waiver with respect to future meetings and until the waiver is withdrawn no notice of a meeting of Directors need be given to the Director. All meetings of the Directors so held will be deemed not to be improperly called or constituted by reason of notice not having been given to the Director.

f) The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and if not so fixed is a majority of the Directors or, if the number of Directors is fixed at one, is one Director.

g) The continuing Directors may act notwithstanding a vacancy in their body but, if and so long as their number is reduced below the number fixed pursuant to these Bylaws as the necessary quorum of Directors, the continuing Directors may act for the purpose of increasing the number of Directors to that number, or of summoning a shareholder meeting of the Corporation, but for no other purpose.

h) All acts done by a meeting of the Directors, a committee of Directors, or a person acting as a Director, will, notwithstanding that it be afterwards discovered that there was some defect in the qualification, election or appointment of the Directors, shareholders of the committee or person acting as a Director, or that any of them were disqualified, be as valid as if the person had been duly elected or appointed and was qualified to be a Director.

i) A resolution consented to in writing, whether by facsimile or other method of transmitting legibly recorded messages, by all of the Directors is as valid as if it had been passed at a meeting of the Directors duly called and held. A resolution may be in two or more counterparts which together are deemed to constitute one resolution in writing. A resolution must be filed with the minutes of the proceedings of the directors and is effective on the date stated on it or on the latest date stated on a counterpart.

j) All Directors of the Corporation shall have equal voting power.

Section 4 - Removal One or more or all the Directors of the Corporation may be removed with or without cause at any time by a vote of two-thirds of the shareholders entitled to vote thereon, at a special meeting of the shareholders called for that purpose.

Section 5 – Committees

a) The Directors may from time to time by resolution designate from among its members one or more committees, and alternate members thereof, as they deem desirable, each consisting of one or more members, with such powers and authority (to the extent permitted by law and these Bylaws) as may be provided in such resolution. Each such committee shall serve at the pleasure of the Board of Directors and unless otherwise stated by law, the Certificate of Incorporation of the Corporation or these Bylaws, shall be governed by the rules and regulations stated herein regarding the Board of Directors.

b) Each Committee shall keep regular minutes of its transactions, shall cause them to be recorded in the books kept for that purpose, and shall report them to the Board at such times as the Board may from time to time require. The Board has the power at any time to revoke or override the authority given to or acts done by any Committee.

ARTICLE III: OFFICERS

Section 1 - Number, Qualification, Election and Term of Office

a) The Corporation's officers shall have such titles and duties as shall be stated in these Bylaws or in a resolution of the Board of Directors which is not inconsistent with these Bylaws. The officers of the Corporation shall consist of a president, secretary, treasurer, and also may have one or more vice presidents, assistant secretaries and assistant treasurers and such other officers as the Board of Directors may from time to time deem advisable. Any officer may hold two or more offices in the Corporation, and may or may not also act as a Director.

b) The officers of the Corporation shall be elected by the Board of Directors at the regular annual meeting of the Board following the annual meeting of shareholders.

c) Each officer shall hold office until the annual meeting of the Board of Directors next succeeding his or her election, and until his or her successor shall have been duly elected and qualified, subject to earlier termination by his or her death, resignation or removal.

Section 2 - Resignation Any officer may resign at any time by giving written notice of such resignation to the Corporation.

Section 3 - Removal Any officer appointed by the Board of Directors may be removed by a majority vote of the Board, either with or without cause, and a successor appointed by the Board at any time, and any officer or assistant officer, if appointed by another officer, may likewise be removed by such officer.

Section 4 - Remuneration

The remuneration of the Officers of the Corporation may from time to time be determined by the Directors or, if the Directors decide, by the shareholders.

Section 5 - Conflict of Interest Each officer of the Corporation who holds another office or possesses property whereby, whether directly or indirectly, duties or interests might be created in conflict with his or her duties or interests as an officer of the Corporation shall, in writing, disclose to the President the fact and the nature, character and extent of the conflict and abstain from voting with respect to any resolution in which the officer has a personal interest.

ARTICLE V: SHARES OF STOCK

Section 1 - Certificate of Stock

a) The shares of the Corporation shall be represented by certificates or shall be uncertificated shares.

b) Certificated shares of the Corporation shall be signed, either manually or by facsimile, by officers or agents designated by the Corporation for such purposes, and shall certify the number of shares owned by the shareholder in the Corporation. Whenever any certificate is countersigned or otherwise authenticated by a transfer agent or transfer clerk, and by a registrar, then a facsimile of the signatures of the officers or agents, the transfer agent or transfer clerk or the registrar of the Corporation may be printed or lithographed upon the certificate in lieu of the actual signatures. If the Corporation uses facsimile signatures of its officers and agents on its stock certificates, it cannot act as registrar of its own stock, but its transfer agent and registrar may be identical if the institution acting in those dual capacities countersigns or otherwise authenticates any stock certificates in both capacities. If any officer who has signed or whose facsimile signature has been placed upon such certificate, shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

c) If the Corporation issued uncertificated shares as provided for in these Bylaws, within a reasonable time after the issuance or transfer of such uncertificated shares, and at least annually thereafter, the Corporation shall send the shareholder a written statement certifying the number of shares owned by such shareholder in the Corporation.

d) Except as otherwise provided by law, the rights and obligations of the holders of uncertificated shares and the rights and obligations of the holders of certificates representing shares of the same class and series shall be identical.

e) If a share certificate:

(i) is worn out or defaced, the Directors shall, upon production to them of the certificate and upon such other terms, if any, as they may think fit, order the certificate to be cancelled and issue a new certificate;

(ii) is lost, stolen or destroyed, then upon proof being given to the satisfaction of the Directors and upon and indemnity, if any being given, as the Directors think adequate, the Directors shall issue a new certificate; or

(iii) represents more than one share and the registered owner surrenders it to the Corporation with a written request that the Corporation issue in his or her name two or more certificates, each representing a specified number of shares and in the aggregate representing the same number of shares as the certificate so surrendered, the Corporation shall cancel the certificate so surrendered and issue new certificates in accordance with such request.

Section 2 - Transfers of Shares

a) Transfers or registration of transfers of shares of the Corporation shall be made on the stock transfer books of the Corporation by the registered holder thereof, or by his or her attorney duly authorized by a written power of attorney; and in the case of shares represented by certificates, only after the surrender to the Corporation of the certificates representing such shares with such shares properly endorsed, with such evidence of the authenticity of such endorsement, transfer, authorization and other matters as the Corporation may reasonably require, and the payment of all stock transfer taxes due thereon.

b) The Corporation shall be entitled to treat the holder of record of any share or shares as the absolute owner thereof for all purposes and, accordingly, shall not be bound to recognize any legal, equitable or other claim to, or interest in, such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise expressly provided by law.

Section 3 - Record Date

a) The Directors may fix in advance a date, which must not be more than 60 days permitted by the preceding the date of a meeting of shareholders or a class of shareholders, or of the payment of a dividend or of the proposed taking of any other proper action requiring the determination of shareholders as the record date for the determination of the shareholders entitled to notice of, or to attend and vote at, a meeting and an adjournment of the meeting, or entitled to receive payment of a dividend or for any other proper purpose and, in such case, notwithstanding anything in these Bylaws, only shareholders of records on the date so fixed will be deemed to be the shareholders for the purposes of this Bylaw.

b) Where no record date is so fixed for the determination of shareholders as provided in the preceding Bylaw, the date on which the notice is mailed or on which the resolution declaring the dividend is adopted, as the case may be, is the record date for such determination.

Section 4 - Fractional Shares Notwithstanding anything else in these Bylaws, the Corporation, if the Directors so resolve, will not be required to issue fractional shares in connection with an amalgamation, consolidation, exchange or conversion. At the discretion of the Directors, fractional interests in shares may be rounded to the nearest whole number, with fractions of 1/2 being rounded to the next highest whole number, or may be purchased for cancellation by the Corporation for such consideration as the Directors determine. The Directors may determine the manner in which fractional interests in shares are to be transferred and delivered to the Corporation in exchange for consideration and a determination so made is binding upon all shareholders of the Corporation. In case shareholders having fractional interests in shares fail to deliver them to the Corporation in accordance with a determination made by the Directors, the Corporation may deposit with the Corporation's Registrar and Transfer Agent a sum sufficient to pay the consideration payable by the Corporation for the fractional interests in shares, such deposit to be set aside in trust for such shareholders. Such setting aside is deemed to be payment to such shareholders for the fractional interests in shares not so delivered which will thereupon not be considered as outstanding and such shareholders will not be considered to be shareholders of the Corporation with respect thereto and will have no right except to receive payment of the money so set aside and deposited upon delivery of the certificates for the shares held prior to the amalgamation, consolidation, exchange or conversion which result in fractional interests in shares.

ARTICLE VI: DIVIDENDS

- a) Dividends may be declared and paid out of any funds available therefor, as often, in such amounts, and at such time or times as the Board of Directors may determine and shares may be issued pro rata and without consideration to the Corporation's shareholders or to the shareholders of one or more classes or series.
- b) Shares of one class or series may not be issued as a share dividend to shareholders of another class or series unless such issuance is in accordance with the Articles of Incorporation and: (i) a majority of the current shareholders of the class or series to be issued approve the issue; or (ii) there are no outstanding shares of the class or series of shares that are authorized to be issued as a dividend.

ARTICLE VII: BORROWING POWERS

- a) The Directors may from time to time on behalf of the Corporation:
 - (i) borrow money in such manner and amount, on such security, from such sources and upon such terms and conditions as they think fit,
 - (ii) issue bonds, debentures and other debt obligations either outright or as security for liability or obligation of the Corporation or another person, and 29
 - (iii) mortgage, charge, whether by way of specific or floating charge, and give other security on the undertaking, or on the whole or a part of the property and assets of the Corporation (both present and future).
- b) A bond, debenture or other debt obligation of the Corporation may be issued at a discount, premium or otherwise, and with a special privilege as to redemption, surrender, drawing, allotment of or conversion into or exchange for shares or other securities, attending and voting at shareholder meetings

of the Corporation, appointment of Directors or otherwise, and may by its terms be assignable free from equities between the Corporation and the person to whom it was issued or a subsequent holder thereof, all as the Directors may determine.

ARTICLE VIII: FISCAL YEAR The fiscal year end of the Corporation shall be fixed, and shall be subject to change, by the Board of Directors from time to time, subject to applicable law.

ARTICLE IX: CORPORATE SEAL The corporate seal, if any, shall be in such form as shall be prescribed and altered, from time to time, by the Board of Directors. The use of a seal or stamp by the Corporation on corporate documents is not necessary and the lack thereof shall not in any way affect the legality of a corporate document.

ARTICLE X: AMENDMENTS

Section 1 - By Shareholders All Bylaws of the Corporation shall be subject to alteration or repeal, and new Bylaws may be made by a majority vote of the shareholders at any annual meeting or special meeting called for that purpose.

Section 2 - By Directors The Board of Directors shall have the power to make, adopt, alter, amend and repeal, from time to time, Bylaws of the Corporation.

ARTICLE XI: DISCLOSURE OF INTEREST OF DIRECTORS

- a) A Director who is, in any way, directly or indirectly interested in an existing or proposed contract or transaction with the Corporation or who holds an office or possesses property whereby, directly or indirectly, a duty or interest might be created to conflict with his or her duty or interest as a Director, shall declare the nature and extent of his or her interest in such contract or transaction or of the conflict with his or her duty and interest as a Director, as the case may be.
- b) A Director shall not vote in respect of a contract or transaction with the Corporation in which he is interested and if he does so his or her vote will not be counted, but he will be counted in the quorum present at the meeting at which the vote is taken. The foregoing prohibitions do not apply to:
 - (i) a contract or transaction relating to a loan to the Corporation, which a Director or a specified corporation or a specified firm in which he has an interest has guaranteed or joined in guaranteeing the repayment of the loan or part of the loan;
 - (ii) a contract or transaction made or to be made with or for the benefit of a holding corporation or a subsidiary corporation of which a Director is a director or officer;
 - (iii) a contract by a Director to subscribe for or underwrite shares or debentures to be issued by the Corporation or a subsidiary of the Corporation, or a contract, arrangement or transaction in which a Director is directly or indirectly interested if all the other Directors are also directly or indirectly interested in the contract, arrangement or transaction;
 - (iv) determining the remuneration of the Directors;
 - (v) purchasing and maintaining insurance to cover Directors against liability incurred by them as Directors; or
 - (vi) the indemnification of a Director by the Corporation.

c) A Director may hold an office or place of profit with the Corporation (other than the office of Auditor of the Corporation) in conjunction with his or her office of Director for the period and on the terms (as to remuneration or otherwise) as the Directors may determine. No Director or intended Director will be disqualified by his or her office from contracting with the Corporation either with regard to the tenure of any such other office or place of profit, or as vendor, purchaser or otherwise, and, no contract or transaction entered into by or on behalf of the Corporation in which a Director is interested is liable to be voided by reason thereof.

d) A Director or his or her firm may act in a professional capacity for the Corporation (except as Auditor of the Corporation), and he or his or her firm is entitled to remuneration for professional services as if he were not a Director.

e) A Director may be or become a director or other officer or employee of, or otherwise interested in, a corporation or firm in which the Corporation may be interested as a shareholder or otherwise, and the Director is not accountable to the Corporation for remuneration or other benefits received by him as director, officer or employee of, or from his or her interest in, the other corporation or firm, unless the shareholders otherwise direct.

ARTICLE XII: ANNUAL LIST OF OFFICERS, DIRECTORS AND REGISTERED AGENT 31 The Corporation shall, within sixty days after the filing of its Articles of Incorporation with the Secretary of State, and annually thereafter on or before the last day of the month in which the anniversary date of incorporation occurs each year, file with the Secretary of State a list of its president, secretary and treasurer and all of its Directors, along with the post office box or street address, either residence or business, and a designation of its resident agent in the state of New York. Such list shall be certified by an officer of the Corporation.

ARTICLE XIII: INDEMNITY OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS

a) The Directors shall cause the Corporation to indemnify a Director or former Director of the Corporation and the Directors may cause the Corporation to indemnify a director or former director of a corporation of which the Corporation is or was a shareholder and the heirs and personal representatives of any such person against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, actually and reasonably incurred by him or them including an amount paid to settle an action or satisfy a judgment in a criminal or administrative action or proceeding to which he is or they are made a party by reason of his or her being or having been a Director of the Corporation or a director of such corporation, including an action brought by the Corporation or corporation. Each Director of the Corporation on being elected or appointed is deemed to have contracted with the Corporation on the terms of the foregoing indemnity.

b) The Directors may cause the Corporation to indemnify an officer, employee or agent of the Corporation or of a corporation of which the Corporation is or was a shareholder (notwithstanding that he is also a Director), and his or her heirs and personal representatives against all costs, charges and expenses incurred by him or them and resulting from his or her acting as an officer, employee or agent of the Corporation or corporation. In addition the Corporation shall indemnify the Secretary or an Assistant Secretary of the Corporation (if he is not a full time employee of the Corporation and notwithstanding that he is also a Director), and

his or her respective heirs and legal representatives against all costs, charges and expenses incurred by him or them and arising out of the functions assigned to the Secretary by the Corporation Act or these Articles and each such Secretary and Assistant Secretary, on being appointed is deemed to have contracted with the Corporation on the terms of the foregoing indemnity.

c) The Directors may cause the Corporation to purchase and maintain insurance for the benefit of a person who is or was serving as a Director, officer, employee or agent of the Corporation or as a director, officer, employee or agent of a corporation of which the Corporation is or was a shareholder and his or her heirs or personal representatives against a liability incurred by him as a Director, officer, employee or agent.

CERTIFIED TO BE THE BYLAWS OF: QED CONNECT, INC. per:

/s/ M. Thomas Makmann M. Thomas Makmann CEO & President

ARTICLES OF INCORPORATION

State of New York } ss: Department of State

I hereby certify, that the Certificate of Incorporation of QED CONNECT, INC. was filed on 08/11/2006, under the name of IX SYSTEMS, INC., with perpetual duration, and that a diligent examination has been made of the Corporate index for documents filed with this Department for a certificate, order, or record of a dissolution, and upon such examination, no such certificate, order or record has been found, and that so far as indicated by the records of this Department, such corporation is an existing corporation.

A Certificate of Amendment IX SYSTEMS, INC., changing its name to GUMO HOLDINGS, INC., was filed 12/08/2006.

A Certificate of Amendment GUMO HOLDINGS, INC., changing its name to QED CONNECT, INC., was filed 06/12/2007.

*WITNESS my hand and the official seal
of the Department of State at the City of
Albany, this 15th day of July, two
thousand and seven.*



Special Deputy Secretary of State

200707160408 39

3.1 Colombian Government ICBF (Intituto de Bienestar Familiar) & Ingredion


On December 7, 2023 Colombian Government ICBF (Intituto de Bienestar Familiar) & Ingredion launch a product call Bienstarina made with GMSacha Inchi to replace the powder or flaxseed oil that provide Omega 3 to this product



GMSacha Inchi is the only real Superfood with Omega 3,6,9 and a vegan protein with all 9 essential amino acids, gluten-free. GMSacha Inchi is the same ingredient in Bienestarina Mas Nuestras



Ingredion and the Colombian Government ICBF (Intituto de Bienestar Familiar) did an inspection of GMSacha Inchi -AN processing plant on February 20, 2024. Our processing plant pass the inspection and is ready to manufacture 25 to 35 tons of GMSacha Inchi powder per month.

	PROCESO ADQUISICIÓN DE BIENES Y SERVICIOS FORMATO Anexo – FICHA TÉCNICA DE LOS ALIMENTOS (FT ALIMENTOS)	A2.F1.P3.ABS	24/08/2017
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Denominación del bien o servicio	Establecer el precio de referencia para la materia prima Harina de Semilla Entera de Sacha Inchi en el marco de la ejecución del contrato 01014512022	Anexo #	2
		Fecha	15/03/2024

Las materias primas a adquirir para la Estrategia de Alimentos de Alto Valor Nutricional deben cumplir con las características técnicas, especificaciones y empaque primario contempladas en cada una de las siguientes fichas técnicas:

FICHA TÉCNICA HARINA DE SEMILLA ENTERA DE SACHA INCHI (preliminar)

Nombre Comercial	HARINA DE SEMILLA ENTERA DE SACHA INCHI
Calidad	Debe cumplir con las exigencias y recomendaciones de:
	Ley 9 de 1979, por la cual se dictan Medidas Sanitarias.
	Resolución 5109/ 2005. <i>"por la cual se establece el reglamento técnico sobre los requisitos de rotulado o etiquetado que deben cumplir los alimentos envasados y materias primas de alimentos para consumo humano."</i>
	Resolución 4254/2011. Por medio de la cual se expide el reglamento técnico que establece disposiciones relacionados con el rotulado o etiquetado de alimentos derivados de organismos genéticamente modificados-OGM para consumo humano y con la identificación de materias primas para el consumo que los contengan.
	Resolución 2674/2013. Por la cual se establecen los requisitos sanitarios que deben cumplir las personas naturales y/o jurídicas que ejercen actividades de fabricación, procesamiento, preparación, envase, almacenamiento, transporte, distribución y comercialización de alimentos y materias primas de alimentos y los requisitos para la notificación, permiso o registro sanitario de los alimentos, según el riesgo en salud pública, con el fin de proteger la vida y la salud de las personas.
	Resolución 4506/2013. Por la cual se establecen los niveles máximos de contaminantes en los alimentos destinados al consumo humano.
	Resolución 0719 de 2015. Por la cual se establece la clasificación de los alimentos para consumo humano de acuerdo con el riesgo en salud pública.
	Resolución 3709 de 2015, expedida por el ministerio de salud y protección social, por la cual se modifica parcialmente la resolución número 4506 de 2013 modificada por la resolución número 2671 de 2014.
	Resolución 1407 de 2022, expedida por el Ministerio de la Protección Social, <i>"Por el cual se establece los criterios microbiológicos que deben cumplir los alimentos y bebidas destinados para consumo humano"</i> .

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**PROCESO ADQUISICIÓN DE BIENES Y SERVICIOS**

A2.F1.P3.ABS

24/08/2017

**FORMATO Anexo – FICHA TÉCNICA
DE LOS ALIMENTOS (FT ALIMENTOS)**


Versión 2

Página 2 de
5

Nombre Comercial	HARINA DE SEMILLA ENTERA DE SACHA INCHI																																							
	<p>Se deberá dar cumplimiento a la normatividad nacional vigente, a sus modificaciones, sustituciones o adiciones.</p> <p>Las especificaciones y requisitos generales y/o específicos contenidos en la presente ficha técnica, así como las especificaciones de empaque establecidos en este documento prevalecen sobre cualquier especificación contenida en las Normas Técnicas Colombianas referenciadas en la misma.</p>																																							
Generalidades	<p>Descripción: Producto obtenido del proceso de molienda de la semilla entera de Sacha Inchi. (<i>Plukenetia volubilis</i>, <i>carolis vegae</i> y/o <i>huayllabambana</i>)</p>																																							
Requisitos generales	<p>Debe cumplir las disposiciones de Buenas Prácticas de Manufactura cumpliendo (BPM) establecidas en la Resolución 2674 de 2013 "Por la cual se reglamenta el Decreto-Ley 019 de 2012 y se dictan otras disposiciones".</p> <ul style="list-style-type: none">- Olor y color característico.- Ausencia de sustancias tóxicas y adulterantes.- Ausencia de aditivos.- Sin residuos de plaguicidas y libre de impurezas.																																							
Requisitos Específicos	<p>Características Organolépticas:</p> <table border="1"><thead><tr><th>Parámetro</th><th>Característica</th></tr></thead><tbody><tr><td>Apariencia</td><td>Harina</td></tr><tr><td>Textura</td><td>Polvo libre de material extraño</td></tr><tr><td>Color</td><td>Amarillo</td></tr><tr><td>Olor</td><td>Característico</td></tr><tr><td>Sabor</td><td>Característico</td></tr></tbody></table> <p><i>Fuente: Construcción propia.</i></p> <p>Características Físicoquímicas:</p> <table border="1"><thead><tr><th>Requisito**</th><th>Mínimo</th><th>Máximo</th></tr></thead><tbody><tr><td>Humedad, % m/m</td><td>-</td><td>5,2</td></tr><tr><td>Proteína % m/m</td><td>15,8</td><td>-</td></tr><tr><td>Grasa total, %</td><td>44,2</td><td>-</td></tr><tr><td>Grasa saturada, %</td><td>-</td><td>4</td></tr><tr><td>ácido α-linolénico (ALA)- Omega 3, %</td><td>18,83</td><td>-</td></tr><tr><td>Cenizas, % m/m</td><td>-</td><td>3,4</td></tr><tr><td>Granulometría</td><td>Mínimo</td><td>Máximo</td></tr><tr><td>Granulometría Pasa malla #20, %</td><td>100</td><td>-</td></tr></tbody></table> <p>- ** La definición de los rangos para estos parámetros está en revisión técnica por parte del equipo técnico de la Dirección de Nutrición.</p>	Parámetro	Característica	Apariencia	Harina	Textura	Polvo libre de material extraño	Color	Amarillo	Olor	Característico	Sabor	Característico	Requisito**	Mínimo	Máximo	Humedad, % m/m	-	5,2	Proteína % m/m	15,8	-	Grasa total, %	44,2	-	Grasa saturada, %	-	4	ácido α -linolénico (ALA)- Omega 3, %	18,83	-	Cenizas, % m/m	-	3,4	Granulometría	Mínimo	Máximo	Granulometría Pasa malla #20, %	100	-
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Nombre Comercial	HARINA DE SEMILLA ENTERA DE SACHA INCHI																																													
	<p>La composición se validará con base en los análisis de laboratorio.</p> <p>Características Microbiológicas:</p> <table><tr><th>Parámetro</th><th>Caso</th><th>Muestreo Clase</th><th>n</th><th>c</th><th>m</th><th>M</th></tr><tr><td>Mohos y levaduras, ufc/g</td><td>2</td><td>3</td><td>5</td><td>2</td><td>3x10³</td><td>5x10³</td></tr><tr><td>Escherichia coli, ufc/g ¹</td><td>5</td><td>3</td><td>5</td><td>2</td><td>10</td><td>10²</td></tr><tr><td>Bacillus cereus, ufc/g</td><td>7</td><td>3</td><td>5</td><td>2</td><td>5x10²</td><td>1x10³</td></tr><tr><td>Salmonella spp. /25g</td><td>10</td><td>2</td><td>5</td><td>0</td><td>Ausencia</td><td>-</td></tr></table> <p>Fuente: Resolución 1407/ 2022, numeral 7.6.</p> <p>⁽¹⁾ Cuando se utilice la técnica del Número Más Probable para coliformes y coliformes fecales se informará menor a tres (<3) NMP/g o ml, según corresponda.</p> <p>El proveedor deberá presentar junto con la ficha técnica del producto, el certificado con los resultados de laboratorio de las pruebas fisicoquímicas, microbiológicas y bromatológicas.</p> <p>Especificaciones para contaminantes:</p> <table><tr><th>Contaminante</th><th>Máximo</th></tr><tr><td>Plomo, mg/kg</td><td>0,2</td></tr><tr><td>Acrilonitrilo, mg/kg</td><td>0,02</td></tr><tr><td>Melamina, mg/kg</td><td>2,5</td></tr><tr><td>Monómero de cloruro de vinilo, mg/kg</td><td>0,01</td></tr></table> <p>Fuentes: Resolución 4506/2013.</p> <p>Especificaciones para pesticidas: Los pesticidas se aplican al producto de origen, en este caso la semilla de sacha inchi, y deben garantizarse los límites establecidos por la norma.</p> <p>Productos derivados varios de origen vegetal comestibles:</p> <p>Trifloxistrobin: Max 0.1 mg/kg</p> <p>Semillas Oleaginosas, excepto mani:</p> <p>Cipermetrin: Max 0.2 mg/kg</p> <p>Frecuencia: 2 veces al año Certificado por el proveedor.</p>	Parámetro	Caso	Muestreo Clase	n	c	m	M	Mohos y levaduras, ufc/g	2	3	5	2	3x10 ³	5x10 ³	Escherichia coli, ufc/g ¹	5	3	5	2	10	10 ²	Bacillus cereus, ufc/g	7	3	5	2	5x10 ²	1x10 ³	Salmonella spp. /25g	10	2	5	0	Ausencia	-	Contaminante	Máximo	Plomo, mg/kg	0,2	Acrilonitrilo, mg/kg	0,02	Melamina, mg/kg	2,5	Monómero de cloruro de vinilo, mg/kg	0,01
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Melamina, mg/kg	2,5																																													
Monómero de cloruro de vinilo, mg/kg	0,01																																													
Requisitos del productor y/o producto	<p>Cumplir con Resolución 2674 de 2013, del ministerio de salud y Protección Social, "Por la cual se reglamenta el artículo 126 del Decreto-ley 019 de 2012 y se dictan otras disposiciones." y todas las normas que la modifiquen, sustituyan o adicionen.</p> <p>Debe cumplir los requisitos mínimos de etiquetado:</p>																																													

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 BIENESTAR FAMILIAR	PROCESO ADQUISICIÓN DE BIENES Y SERVICIOS FORMATO Anexo – FICHA TÉCNICA DE LOS ALIMENTOS (FT ALIMENTOS)	A2.F1.P3.ABS	24/08/2017
		Versión 2	Página 4 de 5

Nombre Comercial	HARINA DE SEMILLA ENTERA DE SACHA INCHI
	<ul style="list-style-type: none"> Nombre: Harina de sachá inchi Contenido neto. Nombre y dirección del fabricante País de origen: Colombia Identificación del lote (L / lote). Fecha de vencimiento o de duración mínima (DD/MM/AA) (grabado o marcado). Condiciones de conservación <p>*En idioma español</p>
Empaque y rotulado	<p>EMPAQUE PRIMARIO: Deberá cumplir con lo indicado en:</p> <ul style="list-style-type: none"> Resolución número 683 de 2012, del Ministerio de Salud y Protección Social, <i>"Por medio de la cual se expide el reglamento Técnico sobre los requisitos sanitarios que deben cumplir los materiales, objetos, envases y equipamientos destinados a entrar en contacto con alimentos y bebidas para consumo humano"</i>. Resolución 4143 de 2012, del Ministerio de Salud y Protección Social. <i>"Por la cual se establece el reglamento técnico sobre los requisitos sanitarios que deben cumplir los materiales, objetos, envases y equipamientos plásticos y elastoméricos y sus aditivos, destinados a entrar en contacto con alimentos y bebidas para consumo humano en el territorio nacional."</i> Resolución 834 de 2013, expedido por el Ministerio de Salud y Protección Social, <i>"Por la cual se establece el reglamento técnico sobre los requisitos sanitarios que deben cumplir los materiales objetos, envases y equipamientos celulósicos y sus aditivos, destinados a entrar en contacto con alimentos y bebidas para consumo humano"</i>. <p>Y las demás que las modifiquen, sustituyan o adicionen.</p> <p>Rotulado: Deberá cumplir con todas las exigencias y recomendaciones de:</p> <ul style="list-style-type: none"> Resolución Número 5109 de 2005, del Ministerio de Salud y Protección Social, <i>"Por la cual se establece el reglamento técnico sobre los requisitos de rotulado o etiquetado que deben cumplir los alimentos envasados y materias primas de alimentos para consumo humano"</i>. <p>Y todas las normas que los modifiquen, sustituyan o adicionen.</p>
Conservación, almacenamiento y transporte	<p>Almacenamiento: El almacenamiento y conservación de los alimentos deberá cumplir lo establecido en la Resolución 2674 de 2013 y las demás que las sustituyan, modifiquen o adicionen.</p>

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	PROCESO ADQUISICIÓN DE BIENES Y SERVICIOS FORMATO Anexo – FICHA TÉCNICA DE LOS ALIMENTOS (FT ALIMENTOS)	A2.F1.P3.ABS	24/08/2017
		Versión 2	Página 5 de 5

Nombre Comercial	HARINA DE SEMILLA ENTERA DE SACHA INCHI																				
	<ul style="list-style-type: none">El almacenamiento de alimentos se debe realizar de manera que se minimice su deterioro y se eviten aquellas condiciones que puedan afectar la calidad, inocuidad, funcionalidad e integridad de estos.Debe hacerse en un lugar diferente al sitio de almacenamiento y manipulación de plaguicidas, detergentes, desinfectantes y otras sustancias peligrosas, los cuales deben estar almacenados en áreas independientes, con separación física y su manipulación sólo podrá hacerla el personal idóneo, evitando la contaminación de otros productos. Estas áreas deben estar debidamente identificadas, organizadas, señalizadas y aireadas. <p>Transporte: El transporte de alimentos, los operarios, transportadores y auxiliares del vehículo deberá cumplir lo establecido en la Resolución 2674 de 2013 y las demás que las sustituyan, modifiquen o adicionen.</p> <ul style="list-style-type: none">Debe realizarse de manera que se impida la contaminación y la proliferación de microorganismos, evite la alteración y daños en el empaque o embalaje según sea el caso.Se prohíbe disponer los alimentos directamente sobre el piso, se utilizarán los recipientes, canastillas, o implementos de material adecuado, de manera que aislen el producto de toda posibilidad de contaminación.Se prohíbe transportar conjuntamente alimentos con sustancias peligrosas y otras sustancias que por su naturaleza representen riesgo de contaminación del alimento.Los vehículos transportadores de alimentos deben llevar en su exterior en forma claramente visible la leyenda: Transporte de Alimentos. Deben contar con el acta de inspección del vehículo vigente, expedida y firmada por la autoridad sanitaria.																				
Vida útil	Seis (6) meses a partir de la fecha de producción.																				
Presentación	Saco de papel x 25 kg. Nota: actualmente se maneja esta presentación, pero previa revisión y aprobación se podrá ajustar a la proveeduría, sin exceder el límite de carga por parte del personal manipulador de alimentos.																				
Proyección de volúmenes a requerir 2024	Se requiere 24 toneladas de harina de semilla entera de Sacha Inchi para producir 4.000 toneladas de Bienestarina Más Nuestra por año en las plantas de producción de Alimentos de Alto Valor Nutricional del ICBF <table><tr><th colspan="5">Proyección por vigencia (toneladas)</th></tr><tr><th>Plantas ICBF</th><th>2024</th><th>2025</th><th>2026</th><th>2027</th></tr><tr><td>Cartago</td><td>12</td><td>12</td><td>12</td><td>12</td></tr><tr><td>Sabanagrande</td><td>12</td><td>12</td><td>12</td><td>12</td></tr></table> <p>Fuente: Construcción propia.</p>	Proyección por vigencia (toneladas)					Plantas ICBF	2024	2025	2026	2027	Cartago	12	12	12	12	Sabanagrande	12	12	12	12
Proyección por vigencia (toneladas)																					
Plantas ICBF	2024	2025	2026	2027																	
Cartago	12	12	12	12																	
Sabanagrande	12	12	12	12																	

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	PROCESO ADQUISICIÓN DE BIENES Y SERVICIOS FORMATO Anexo – FICHA TÉCNICA DE LOS ALIMENTOS (FT ALIMENTOS)	A2.F1.P3.ABS	24/08/2017
		Versión 2	Página 6 de 5

Nombre Comercial	HARINA DE SEMILLA ENTERA DE SACHA INCHI																																																																																																																					
Lugar de entrega	Plantas de producción de Alimentos de Alto Valor Nutricional ICBF: <ul style="list-style-type: none">• Calle 13 No. 55 – 120 Zaragoza - Cartago - Valle del Cauca• Carretera del oriente Km 2 vía a Sabanagrande - Atlántico.																																																																																																																					
Periodicidad y cantidades de entrega	<p>Periodicidad de entrega mensual durante 5 meses para la vigencia 2024:</p> <table><tr><th colspan="9">Cantidad a entregar / mes / planta (toneladas)</th></tr><tr><th></th><th colspan="2">2024</th><th colspan="2">2025</th><th colspan="2">2026</th><th colspan="2">2027</th></tr><tr><th>Periodo de entrega (2024)</th><th>PL-S</th><th>PL-C</th><th>PL-S</th><th>PL-C</th><th>PL-S</th><th>PL-C</th><th>PL-S</th><th>PL-C</th></tr><tr><td>Febrero</td><td>-</td><td>-</td><td>1,2</td><td>1,2</td><td>1,2</td><td>1,2</td><td>1,2</td><td>1,2</td></tr><tr><td>Marzo</td><td>-</td><td>-</td><td>1,2</td><td>1,2</td><td>1,2</td><td>1,2</td><td>1,2</td><td>1,2</td></tr><tr><td>Abril</td><td>-</td><td>-</td><td>1,2</td><td>1,2</td><td>1,2</td><td>1,2</td><td>1,2</td><td>1,2</td></tr><tr><td>Mayo</td><td>2,4</td><td>2,4</td><td>1,2</td><td>1,2</td><td>1,2</td><td>1,2</td><td>1,2</td><td>1,2</td></tr><tr><td>Junio</td><td>2,4</td><td>2,4</td><td>1,2</td><td>1,2</td><td>1,2</td><td>1,2</td><td>1,2</td><td>1,2</td></tr><tr><td>Julio</td><td>2,4</td><td>2,4</td><td>1,2</td><td>1,2</td><td>1,2</td><td>1,2</td><td>1,2</td><td>1,2</td></tr><tr><td>Agosto</td><td>2,4</td><td>2,4</td><td>1,2</td><td>1,2</td><td>1,2</td><td>1,2</td><td>1,2</td><td>1,2</td></tr><tr><td>Septiembre</td><td>2,4</td><td>2,4</td><td>1,2</td><td>1,2</td><td>1,2</td><td>1,2</td><td>1,2</td><td>1,2</td></tr><tr><td>Octubre</td><td>-</td><td>-</td><td>1,2</td><td>1,2</td><td>1,2</td><td>1,2</td><td>1,2</td><td>1,2</td></tr><tr><td>Noviembre</td><td>-</td><td>-</td><td>1,2</td><td>1,2</td><td>1,2</td><td>1,2</td><td>1,2</td><td>1,2</td></tr></table> <p><i>Fuente: Construcción propia.</i></p> <p>PL-S: Planta Sabanagrande PL-C Planta Cartago</p>	Cantidad a entregar / mes / planta (toneladas)										2024		2025		2026		2027		Periodo de entrega (2024)	PL-S	PL-C	PL-S	PL-C	PL-S	PL-C	PL-S	PL-C	Febrero	-	-	1,2	1,2	1,2	1,2	1,2	1,2	Marzo	-	-	1,2	1,2	1,2	1,2	1,2	1,2	Abril	-	-	1,2	1,2	1,2	1,2	1,2	1,2	Mayo	2,4	2,4	1,2	1,2	1,2	1,2	1,2	1,2	Junio	2,4	2,4	1,2	1,2	1,2	1,2	1,2	1,2	Julio	2,4	2,4	1,2	1,2	1,2	1,2	1,2	1,2	Agosto	2,4	2,4	1,2	1,2	1,2	1,2	1,2	1,2	Septiembre	2,4	2,4	1,2	1,2	1,2	1,2	1,2	1,2	Octubre	-	-	1,2	1,2	1,2	1,2	1,2	1,2	Noviembre	-	-	1,2	1,2	1,2	1,2	1,2	1,2
Cantidad a entregar / mes / planta (toneladas)																																																																																																																						
	2024		2025		2026		2027																																																																																																															
Periodo de entrega (2024)	PL-S	PL-C	PL-S	PL-C	PL-S	PL-C	PL-S	PL-C																																																																																																														
Febrero	-	-	1,2	1,2	1,2	1,2	1,2	1,2																																																																																																														
Marzo	-	-	1,2	1,2	1,2	1,2	1,2	1,2																																																																																																														
Abril	-	-	1,2	1,2	1,2	1,2	1,2	1,2																																																																																																														
Mayo	2,4	2,4	1,2	1,2	1,2	1,2	1,2	1,2																																																																																																														
Junio	2,4	2,4	1,2	1,2	1,2	1,2	1,2	1,2																																																																																																														
Julio	2,4	2,4	1,2	1,2	1,2	1,2	1,2	1,2																																																																																																														
Agosto	2,4	2,4	1,2	1,2	1,2	1,2	1,2	1,2																																																																																																														
Septiembre	2,4	2,4	1,2	1,2	1,2	1,2	1,2	1,2																																																																																																														
Octubre	-	-	1,2	1,2	1,2	1,2	1,2	1,2																																																																																																														
Noviembre	-	-	1,2	1,2	1,2	1,2	1,2	1,2																																																																																																														
Plazo de ejecución	El suministro del producto será durante 5 meses para la vigencia 2024 y durante 10 meses para las vigencias 2025 a 2027.																																																																																																																					

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Attachment A Trademark GMSacha Inchi

REPÚBLICA DE COLOMBIA
SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO

Resolución N° 21936

Ref. Expediente N° SD2022/0073981

"Por la cual se concede un registro"

LA DIRECTORA DE SIGNOS DISTINTIVOS (E)

En ejercicio de sus facultades legales, en particular las conferidas por el Decreto 4886 de 2011, y

CONSIDERANDO

Que por solicitud presentada el 22 de julio de 2022, GMS-GREEN MIND SOLUTIONS SAS solicitó el registro de la Marca GMSACHA INCHI (Mixta) para distinguir los siguientes productos de la clasificación internacional de Niza comprendidos en la clase:

32: Aguas [bebidas]; aguas minerales [bebidas]; batidos [bebidas de fruta, en las que predomina la fruta]; bebidas a base de frutas; bebidas con sabor a frutas; bebidas de guaraná; bebidas sin alcohol que contienen jugos vegetales; bebidas sin alcohol que contienen zumos vegetales; jugos vegetales [bebidas]; zumos vegetales [bebidas]; bebidas a base de semillas que no sean sucedáneos de la leche.

Que el signo solicitado fue publicado en la Gaceta de la Propiedad Industrial No. 969, sin que se presentaran oposiciones por parte de terceros.

Que atendiendo las disposiciones establecidas en la Decisión 486 de la Comunidad Andina, encuentra la Dirección que de conformidad con el artículo 150 de aquella, es deber de la oficina realizar el examen de registrabilidad de un signo teniendo en cuenta todas y cada una de las causales de irregistrabilidad determinadas por los artículos 135 a 137 de la mencionada Decisión, que permitan a la Oficina Nacional Competente pronunciarse sobre la concesión o denegación del registro. Sobre este particular, ha expuesto el Tribunal de Justicia de la Comunidad Andina lo siguiente:

"El artículo 150 de la Decisión 486 dispone que vencidos los 30 días otorgados por el artículo 148 si no se hubiesen presentado oposiciones, la oficina nacional competente procederá a realizar el examen de registrabilidad, de donde resulta que el mismo es obligatorio y debe llevarse a cabo aún en el caso de que no se hubieran presentado oposiciones y, en consecuencia, la oficina nacional competente en ningún caso queda eximida de realizar el examen de fondo para conceder o negar el registro. En el caso de que se hayan presentado oposiciones, la oficina nacional competente se pronunciará sobre las oposiciones y sobre la concesión o denegatoria del registro de la marca."

De esta manera, el Tribunal ha establecido cuatro características del examen de registrabilidad a realizarse por la Oficina Nacional Competente, a saber: i) debe ser realizado de oficio; ii) es integral; iii) debe plasmarse en una resolución motivada y iv) es autónomo.² Sobre la realización de oficio del examen y su integralidad, el Tribunal ha manifestado lo siguiente:

1. *El examen de registrabilidad se realiza de oficio. La Oficina Nacional Competente debe realizar el examen de registrabilidad así no se hubieran presentado oposiciones, o no hubiere solicitud expresa de un tercero.*

1 Tribunal de Justicia de la Comunidad Andina. Proceso 16-IP-2003
2 Tribunal de Justicia de la Comunidad Andina. Proceso 85-IP-2013



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2. *El examen de registrabilidad es integral. La Oficina Nacional Competente al analizar si un signo puede ser registrado como marca debe revisar si cumple con todos los requisitos de artículo 134 de la Decisión 486, y luego determinar si el signo solicitado encaja o no dentro de alguna de las causales de irreregistrabilidad consagradas en los artículos 135 y 136 de la misma norma. (...)*³

Capacidad del signo para constituir marca

De conformidad con el artículo 134 de la Decisión 486 de la Comunidad Andina, puede constituir marca cualquier signo que resulte apto para distinguir productos o servicios en el mercado y que a su vez sea susceptible de representación gráfica.

Según dicha disposición pueden constituir marca las palabras o combinaciones de palabras; las imágenes, figuras, símbolos, gráficos, logotipos, monogramas, retratos, etiquetas, emblemas y escudos; los sonidos y los olores; las letras y los números; un color delimitado por una forma, o una combinación de colores; la forma de los productos, sus envases o envolturas, así como cualquier combinación de estos signos o medios.

Causales de irreregistrabilidad

La Decisión 486 de la Comisión de la Comunidad Andina contempla en sus artículos 135 y 136 dos conjuntos de disposiciones tendientes a prohibir el registro como marca de aquellos signos que se encuadren en los supuestos de hecho allí previstos.

Se le conoce al primer grupo de prohibiciones contenidas en el artículo 135 como causales absolutas de irreregistrabilidad de los signos dado que, o no pueden ser marca o el legislador considera que no pueden ser apropiados en exclusiva. Por su parte, al grupo de causales contenidas en el artículo 136 se les conoce como causales relativas, en la medida en que pudiendo el signo constituir marca, su apropiación afectaría derechos adquiridos por terceros.

Si luego de realizado el examen de registrabilidad por la Oficina Nacional Competente, esta determinare que el signo solicitado para registro como marca se encuentra incurso en alguna de las causales de irreregistrabilidad de los artículos 135 o 136 mencionados, denegará el registro. En caso contrario la Oficina Nacional Competente deberá conceder el registro.

Aunado a lo anterior, la Decisión 486 ha establecido en su artículo 137 la posibilidad para la Oficina Nacional Competente de denegar el registro del signo, en caso de que, únicamente con base en indicios razonables, pueda inferir que este fue solicitado con la finalidad de perpetrar, facilitar o consolidar un acto de competencia desleal.

De otra parte, el artículo 15 de la Decisión 876 de la Comunidad Andina contempla "Régimen Común sobre Marca País", estableció que la Oficina Nacional Competente denegará, de oficio o a petición de parte, el registro de cualquier signo distintivo que sea idéntico o similar a una marca país protegida, a menos que la solicitud de registro sea realizada por el mismo titular, por quien ejerza los derechos de la marca país o por cualquier persona expresamente autorizada. En consecuencia, la Oficina Nacional Competente consultará las marcas país comunicadas en el marco de la Decisión 876 de 2021 y las tendrá en cuenta al adoptar decisiones sobre el registro de signos distintivos.

Registrabilidad del signo solicitado

³ Tribunal de Justicia de la Comunidad Andina. Proceso 180-IP-2006.



Resolución N° 21936

Ref. Expediente N° SD2022/0073981

Esta Dirección ha procedido a realizar el examen de registrabilidad del signo GMSACHA INCHI (Mixta), lo cual le ha permitido concluir lo siguiente.

En primer lugar, debe indicarse que el signo GMSACHA INCHI (Mixta) constituye marca conforme a lo establecido en el artículo 134 de la Decisión 486. En este mismo sentido, el signo solicitado para registro no se encuentra incurso en ninguna de las causales de irregistrabilidad del artículo 135 de dicha decisión.

Por su parte, revisado el Registro Público de la Propiedad Industrial, y adicionalmente al no haberse presentado oposiciones fundamentadas que pudieran desvirtuar el registro de la marca, se concluye que el signo solicitado para registro no se encuentra incurso en ninguna de las causales de irregistrabilidad del artículo 136 de la mencionada norma comunitaria andina.

Por último, esta Dirección no tiene indicios razonables que le permitan inferir que el signo solicitado se esté solicitando para perpetrar, facilitar o consolidar un acto de competencia desleal, de conformidad con lo establecido en el artículo 137 de la Decisión 486.

Finalmente, una vez consultadas las marcas país comunicadas y protegidas en Colombia de conformidad con la Decisión 876 de la Comisión de la Comunidad Andina contempla, se evidencia que el signo solicitado a registro no se encuentra incurso en la causal prevista en el artículo 15 de la mencionada Decisión.

Así las cosas, esta Dirección ha establecido que el signo GMSACHA INCHI (Mixta) solicitado para registro posee la capacidad distintiva suficiente para identificar los productos y/o servicios solicitados, y no se encuentra incurso en ninguna de las causales de irregistrabilidad establecidas en la Decisión 486 de la Comisión de la Comunidad Andina.

De acuerdo con lo antes expuesto esta Dirección,

RESUELVE:

ARTÍCULO 1. Conceder el registro de la Marca GMSACHA INCHI (Mixta), para distinguir productos de la Clasificación Internacional de Niza edición No. 11, comprendidos en la clase:

32: Aguas [bebidas]; aguas minerales [bebidas]; batidos [bebidas de fruta, en las que predomina la fruta]; bebidas a base de frutas; bebidas con sabor a frutas; bebidas de guaraná; bebidas sin alcohol que contienen jugos vegetales; bebidas sin alcohol que contienen zumos vegetales; jugos vegetales [bebidas]; zumos vegetales [bebidas]; bebidas a base de semillas que no sean sucedáneos de la leche.



Página 3 de 4

Señor ciudadano, para hacer seguimiento a su solicitud, la entidad le ofrece los siguientes canales:
www.ic.gov.co - Teléfono en Bogotá: 601 592 04 00 - Línea gratuita a nivel nacional: 01 8000 910 165
Dirección: Cra. 13 #27 - 00 pisos 1, 3, 4, 5, 6, 7 y 10 - Radicación: Av. carrera 7 #31a-36, Bogotá D.C. - Colombia
Teléfono: 601 587 00 00 - e-mail: contactenos@ic.gov.co



Nuestro aporte es fundamental,
al usar menos papel contribuimos
con el medio ambiente

Resolución N° 21936

Ref. Expediente N° SD2022/0073981

Reivindicación de colores:

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#d8c8bf
#FFFFFFTitular: GMS-GREEN MIND SOLUTIONS SAS
CRA 35 N. 16 A SUR N. 75 n 106
MEDELLIN ANTIOQUIA
COLOMBIA

Vigencia: Diez años contados a partir de la fecha en que quede en firme la presente resolución.

ARTÍCULO 2. Asignar número de certificado al registro concedido, previa anotación en el Registro de la Propiedad Industrial.**ARTÍCULO 3.** Notificar a GMS-GREEN MIND SOLUTIONS SAS, solicitante del registro, el contenido de la presente resolución, entregándole copia de la misma, advirtiéndole que contra dicha resolución procede el recurso de apelación ante el Superintendente Delegado para la Propiedad Industrial, interpuesto dentro de los diez (10) días hábiles siguientes a la fecha de notificación.**ARTÍCULO 4.** En firme esta resolución, archívese el expediente.**NOTIFÍQUESE Y CÚMPLASE**

Dado en Bogotá D.C., el 27 de abril de 2023

LA DIRECTORA DE SIGNOS DISTINTIVOS (E)**MARIA DEL PILAR SERNA ROMERO**

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QEDN Connect acquire 25,000,000 shares of Energy Today. Energy Today has acquired Green Mind Solutions International SAS. A company located in Medellin Colombia. In 2013, GREEN MINE INTERNATIONAL CORPORATION commissioned to CONSULTORES INDEPENDIENTES EN GESTIÓN DE RECURSOS NATURALES S.A. (CRN) the preparation of a Technical Report under the Canadian Securities Administrators National Instrument 43-101 Standards of Disclosure for Mineral Projects (NI 43-101). In the mine La Pamichala. The property has a history of over a century of mining. Currently, Palmichala mine is operating under a yearly License for Exploitation, reporting to the Ministry of Mines and Energy to obtain the Mining Authorization. The Segovia-Remedios Mine District (SRMD) is located in the eastern margin of the Central Cordillera, in the Nordeste sub-region of the Antioquía Department, Colombia. This mining district has been a gold productive area for 150 years. Green Mind Solutions International is working with the owners of La Pamichala and an exporter of Gold in Colombia to obtain a lease and operating agreement to extract the minerals of this mine and other mines and to grow Sacha Inchi as part of the environmentally program require by the Colombia government This project will be the first real Green Mind with Sacha Inchi. The Sacha Inchi will be sold to Green Mind Solutions SAS a project by QED Connect (QEDN). Sacha Inchi a seed rich in Omega 3,6,9, and complete vegan protein with all 9 essential amino acids.

10) Issuer Certification

Principal Executive Officer:

The issuer shall include certifications by the chief executive officer and chief financial officer of the issuer (or any other persons with different titles but having the same responsibilities) in each Quarterly Report or Annual Report.

The certifications shall follow the format below:

I, Nanny Katharina Bahnsen certify that:

1. I have reviewed this Disclosure Statement for QED Connect;
2. Based on my knowledge, this disclosure statement 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 disclosure statement; and
3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this disclosure statement, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this disclosure statement.

November 15, 2023 [Date]



[CEO's Signature]

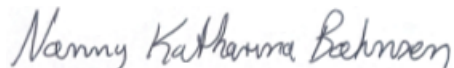
(Digital Signatures should appear as "/s/ [OFFICER NAME]")

Principal Financial Officer:

I, Nanny Katharina Bahnsen certify that:

1. I have reviewed this Disclosure Statement for QED Connect;
2. Based on my knowledge, this disclosure statement 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 disclosure statement; and
3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this disclosure statement, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this disclosure statement.

September 15, 2023 [Date]

A handwritten signature in cursive script, reading "Nanny Katharina Behnson".

[CFO's signatur

