Jody Goodman (DC Bar No. 404879)
(202) 326-3096; jgoodman1@ftc.gov
Elsie Kappler (MA Bar No. 562265)
(202) 326-2466; ekappler@ftc.gov
Federal Trade Commission
600 Pennsylvania Ave., NW, CC-8528
Washington, DC 20580

Local Counsel
Jeffrey Tang (CA Bar No. 308007)
(310) 824-4303; jtang@ftc.gov
Federal Trade Commission
10990 Wilshire Boulevard, Suite 400
Los Angeles, California 90024
Attorneys for Plaintiff

FILED
CLERK, U.S. DISTRICT COURT
9/9/24
CENTRAL DISTRICT OF CALIFORNIA
BY: MRV DEPUTY

IN THE UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Federal Trade Commission,
Plaintiff,
v.
Ascend Capventures Inc., also doing business as Ascend Ecom LLC; Ascend Ecomm LLC; ACV; ACV Partners; Accelerated Ecommerce Ventures; Ascend Distribution LLC; Ethix Capital; and ACV Nexus, a Wyoming close corporation profit corporation,
Ascend Ecommerce Inc., also doing business as Ascend Ecom LLC, a Wyoming close corporation profit corporation,
Ascend Administration Inc., a California general stock corporation,
Ascend Ecom LLC, a Wyoming limited liability company,
Ascend Distribution LLC, a Texas limited liability company,
William Michael Basta, individually and as officer and/or owner of Ascend Ecom

No. 2:24-cv-07660SPG(JPRx)

FILED UNDER SEAL

PLAINTIFF FEDERAL TRADE COMMISSION'S EXHIBITS

VOLUME I

Exhibits 1-4

Pages 1 to 336

LLC, Ascend Capventures Inc., Ascend Ecommerce Inc., Ascend Administration Inc., and Ascend Distribution LLC, and **Jeremy Kenneth Leung**, individually and as an officer and/or owner of Ascend Ecom LLC, Ascend Capventures Inc., Ascend Ecommerce Inc., Ascend Administration Inc., and Ascend Distribution LLC,

Defendants.

Volume I – Exhibit List

Ex.	Description	Beginning Page #	Ending Page #
1	Declaration of Sean Ashby	1	121
2	Second Declaration of Sean Ashby	122	146
3	Declaration of Brian Bowen	147	202
4	Declaration of Dana Budzyn	203	336

Exhibit 1

DECLARATION OF SEAN ASHBY

1. My name is Sean Ashby. I live in El Paso, Texas, and I am over the age of eighteen. The following statements are within my personal knowledge, and if called as a witness, I could and would testify as set forth herein.

2. I am an Operation Enduring Freedom (Afghanistan) veteran and have been in technical sales of some variety since I left the Army in 2015. Starting in or around late 2021, I had been looking to learn more about business and have been interested in passive income for a while, and I saw Ascend Ecom LLC ("Ascend") advertising automated Amazon stores on Instagram in early 2022 and looking for "investors."

3. In or around February 2022, I contacted Ascend to learn more about its business, and on February 4, 2022, I spoke initially with Ryan Coval, Senior Account Executive at Ascend.

4. In a follow up email on February 4, 2022, Ryan provided me a link to promotional material stored on a Google drive. I saved the material, which included two promotional videos, a one-page brochure on Ascend's "Partnership Journey," a one-page brochure summarizing Ascend's business approach, and a list of Ascend's current and new offers. **Attachment A** is a true and correct copy of the email Ryan sent with the Google drive link and the brochures and list of Ascend's current and new offers that were in Ascend's Google drive.

5. One of the videos in the Google drive was of a call between Will Basta and Colin Matthew Dedely. It is unclear whether Dedely is a prospective Ascend client, but Will and Colin briefly mentioned Colin's business which seemed to involve getting people business credit. During the video, Will told Dedely that Ascend was a model that is not drop shipping because "[d]rop shipping is against terms of service on Amazon and Walmart." In the video, Will said Ascend clients should not expect a lot of sales in the first three months, but he claimed that clients would make good money the first year, particularly in months

six to twelve, and that Ascend's benchmark was to make sure clients break even in their first year with Ascend. Will told Dedely that Ascend gets its products approved by Amazon before listing them. Will said that, as a result, Ascend clients do not experience product violation problems with Amazon. Will also claimed that Ascend could "ungate" products on Amazon to allow Ascend clients to sell brand name products in their Amazon stores. **Attachment B** is a true and correct copy of screenshots taken of Will's video with Dedely that was in Ascend's Google drive.

6. The other video was with Matthew DeFreece, who appeared to be a prospective Ascend client. In that video, Will told DeFreece that 70 to 80% of his revenue in year one would be made in the second half of the year and that if DeFreece chose Ascend's private label option, the margins are higher – around 30, 40, 50% - and on top of that the private label store would have a brand associated with it, which is proprietary and adds more value to the business. According to Will, the goal in year one was to break even and the goal in year two was to get a 5-figure monthly profit. Will also claimed that "at some point in year two will be the beginning of a 6-figure 12-month period in terms of potential profits." **Attachment C** is a true and correct copy of screenshots taken of Will's video with DeFreece that was in Ascend's Google drive.

7. Ascend's Google drive also had an Ascend Amazon 24-Month Forecast excel spreadsheet showing projected earnings from January 31, 2022, through December 31, 2023. The spreadsheet showed a store earning $360 in profit on January 31, 2022, $840 in profit on February 28, 2022, $3,090 in profit on March 31, 2022, and increasing gradually to $6,722 in profit in one month on December 31, 2023. The spreadsheet showed some decreases in profits in certain months but generally showed an increase in profits over time. According to Ascend's 2-year financial projection spreadsheet, a client could expect to have $581,403 in gross revenue, $523,217 in expenses, and $58,185 in profit for year 1. For year two, Ascend's spreadsheet showed that a client could expect to have

$1,537,626 in gross revenue, $1,359,385 in expenses, and $154,563 in profit. At month 25, the spreadsheet showed that a client should have a projected asset value of $392,095. **Attachment D** is a true and correct copy of the spreadsheet that was in Ascend's Google drive.

8. On February 7, 2022, I asked Ryan Coval for more information about Ascend's money back guarantee, about how Ascend handles shipping issues, and about who handles financials and tax reporting. Ryan answered my question on February 8, 2022, saying, "the money back guarantee refers to the initial investment only, but in the unlikely case you weren't generating profits, your team wouldn't be requiring any more working capital to buy more inventory. They would instead be attempting to sell off each item (through a multitude of strategies) and make you back your working capital that way." Ryan also responded that Ascend would get our store exempt from manufacturer/wholesale taxes, and Amazon would handle sales tax before paying us out biweekly, but we would have to do tax reporting. He said that Ascend had a partner that they can refer us to for help with the tax reporting, FinTax FAO which had Santosh Asabe as a Managing Partner. **Attachment E** is a true and correct copy of my email exchange with Ryan on February 7 and 8, 2022, and **Attachment F** is a true and correct copy of the email message with information about FinTax FAO.

9. On February 17, 2022, Ryan told me that Ascend had been in business for 26 months, with about 30 stores that reached the end of their contracts and the majority sold their businesses. Ryan said that he did not have exact numbers on how many clients had hit the break-even mark, but he assumed that all the clients who hit the one-year mark had made back their initial investment, if they are keeping their passive income. He said most stores break even two to three months before the year mark.

10. On February 20, 2022, I sent Ryan a link to a website that showed Ascend Ecom LLC had an initial filing date of February 22, 2021, which was less than the 26 months Ryan claimed Ascend had been in business.

11. Ryan responded on February 21, 2022, stating, "[s]ent that link to our co-founder Will Basta, he mentioned that the Ascend entity itself was formed in early 2021, and that we were under a different company entity for a little while prior to expanding our marketing and branding." Ryan followed up later the same day and said, "I forgot to mention, but the same co-founder I mentioned in the previous email recently did a new interview/zoom chat with one of our current clients, and I think it might be a good resource for you to take a look at to get a better feel for what it's like to be an Ascend partner around the one year mark of a store's lifespan. https://www.youtube.com/watch?v=VQ7zikNZi_c" **Attachment G** is a true and correct copy of my email exchange with Ryan from February 17 to 21, 2022.

12. On February 21, 2022, I asked Ryan to send an example of someone's online store and asked for any current clients like James who would be willing to have a reference call with me.

13. On February 22, 2022, Ryan informed me that Ascend had "a company policy against sharing links to our clients stores since we get a lot of clients with prior e-commerce experience and don't want to run the risk of our client's stores being undercut with regards to product sourcing. Also, James is the only client we currently have who has agreed to give out his contact info at the moment; however if at any point you'd like to review an agreement, I would be more than happy to arrange a chat between one of our cofounders and yourself if you think that might be worthwhile!" Later in the day, Ryan gave me James Johnson's name and telephone number, (480) 280-4007. **Attachment H** is a true and correct copy of my email exchange with Ryan on February 21 and 22, 2022.

14. After I got James Johnson's contact information from Ryan, I exchanged texts with James and spoke with him. I asked him about what he was selling, James was evasive but said he was selling some sort of supplement. James said he was turning a profit. He said Ascend takes care of everything for him, and he does not have to do anything.

15. After I spoke with James Johnson, I asked Ryan on March 2, 2022, for a call with Ascend's founder.

16. I spoke with Will Basta on or about March 7, 2022. Will said that the first year would be making back my investment, and the second year would be all profit. Will restated what he said in the videos with DeFreece and Dedely and emphasized the value of the private label. Based on Will's representations in the videos provided and in his call with us, Chris Walden, my business partner, and I decided to invest in Ascend and its private label option.

17. On April 8, 2022, Chris Walden and I signed an Amazon Fulfilled by Amazon Management Agreement with Ascend Ecom LLC on behalf of our company, Harlo Henfrey LLC. **Attachment I** is a true and correct copy of the Amazon FBA Management Agreement.

18. On April 28, 2022, Chris Walden and I wired $54,000 to Ascend Ecom LLC. **Attachment J** is a true and correct copy of our bank account statement showing the wire to Ascend Ecom LLC.

19. By June 2022, Chris and I noticed that Ascend had overbilled us about $1,200 for missing products and Fulfilled By Merchant charges. **Attachment K** is a true and correct copy of email exchanges with Ascend about the management of our store. Between June 2022 and April 2023, I noticed the inventory purchased through Ascend disappeared frequently, and Ascend could never provide a clear answer on what happened to our inventory. During this time, Ascend also claimed that it had "ungated" products for our store, but never produced evidence of the ungating, and I never saw evidence that products were ungated.

20. On September 29, 2022, Chris and I contacted Will Basta, and Jeremy Leung, Ascend's Co-Founder and Chief Operating Officer, concerning the management of our store. Will responded on September 30, 2022, stating that "[w]e are 3 months into sales, the slow performance is not unusual, thi[s] is how it goes. Patience in the first 3-6 months is crucial here." He closed his response by indicating that he was too busy to respond to us and encouraged us to work with our team. **Attachment L** is a true and correct copy of our email exchange with Will.

21. On March 27, 2023, I contacted Jeremy Leung and Will Basta and asked for clarity on what was going on with our store. I was concerned that our store was not trending towards seeing a return on investment in two years but noted that our private label was being developed and shipped and getting ready to hit the market. That same day, Jeremy responded that, "We are transitioning out of High Frequency reselling and moving back into FBA as we have just secured an exclusive relationship with a wholesaler that provides 30-35% ROI on grocery/fast moving consumable products. To get you moving forward would you be comfortable spending 20k+ on products that, through our research will sell out in about 45-60 days once they hit FBA warehouses? As a sign of our confidence, we can provide you with an inventory guarantee that if the products aren't sold within 3 months of purchase, we will refund the amount of the unsold inventory." **Attachment M** is a true and correct copy of my email exchange with Jeremy.

22. I responded on March 28, 2023, that Chris and I have been going back and forth since June 2022 regarding an overcharge of roughly $1,200 for missing products and Fulfilled by Merchant charges. I voiced concern that if Ascend has not yet refunded less than $2,000, I was not sure that Ascend would be able to refund the $20,000 Jeremy was proposing that we invest in products.

23. On March 30, 2023, Jeremy responded and said "We have some inventory at the warehouse that I will allocate $2k to your store to be sold via

FBM. We have only offered the inventory buy back to 2 other clients in the past - You have our word in writing in this email that we will guarantee that next purchase of 20-30k of wholesale inventory. That is, if you purchase 20k of inventory, after 90 days since it lands in Amazon, if [y]ou have had 15k of sales, we will refund you the difference between the amount you paid and the amount you sold, which would be 5k in this example. We will even send you an invoice with what products we will purchase for your approval. Let us know if you are interested and we can provide you an invoice in the next few days once we identify some high ROI grocery items for you. Margins will be 25-40%."

24. In April 2023, Chris exchanged numerous emails with Jeremy about missing inventory issues, and Jeremy said that Ascend would not refund the money we paid for lost inventory but that it would allocate new inventory to our store that would have a higher return on investment. He also said that if we purchased $15,000 in inventory, Ascend would guarantee that it would sell within three months of hitting Fulfilled by Amazon, and if it did not sell, Ascend would refund the amount that did not sell.

25. On September 14, 2023, we received an email from Ascend Ecommerce Inc. claiming we owed Ascend money. **Attachment N** is a true and correct copy of our communications with Ascend about the invoice.

26. On November 14, 2023, we received an email from Ascend Collections notifying us that we owed Ascend Capventures Inc. $50, and that the delay in payment had been noted as a "**SEVERE DELINQUENCY**." **Attachment O** is a true and correct copy of the Ascend Collections notice.

27. On May 7, 2024, Ascend Collections notified us that we owed Ascend Capventures Inc. $1,354.24, and that the delay in payment had been noted as a "**SEVERE DELINQUENCY**." **Attachment P** is a true and correct copy of the Ascend Collections notice.

Signature: Sean Ashby
Sean Ashby (Jun 13, 2024 12:41 MDT)
Email: [redacted]@gmail.com

28. All told, we have spent approximately $78,000 in inventory, start-up costs, fees, and professional services.

29. On or about December 11, 2023, we retained Nima Tahmassebi, an attorney in Florida, to represent us in our dispute with Ascend. Shortly after Mr. Tahmassebi contacted Ascend on behalf of consumers, Ascend said they were switching from Slack to another platform. After this switch occurred, I could no longer access our Slack account with Ascend, and I lost records of communications we had with Ascend on Slack. I took as many screenshots as I could of the Slack communications before I could no longer access the Slack account.

I declare under penalty of perjury that the foregoing is true and correct. Executed on _____, 2024 at El Paso, Texas.

_____

Sean Ashby

Ascend Declaration

Final Audit Report 2024-06-13

Created:	2024-06-13
By:	[redacted]
Status:	Signed
Transaction ID:	CBJCHBCAABAAFWsAaPHhbf748V3uWBvzHuLLkF_uikOT

"Ascend Declaration" History

Document created [redacted]
2024-06-13 - 2:36:24 PM GMT

Document emailed to [redacted]@gmail.com for signature
2024-06-13 - 2:37:03 PM GMT

Email viewed by [redacted]@gmail.com
2024-06-13 - 6:40:30 PM GMT

Signer [redacted]@gmail.com entered name at signing as Sean Ashby
2024-06-13 - 6:41:29 PM GMT

Document e-signed by Sean Ashby ([redacted]@gmail.com)
Signature Date: 2024-06-13 - 6:41:31 PM GMT - Time Source: server

Agreement completed.
2024-06-13 - 6:41:31 PM GMT

Attachment A

On Feb 4, 2022, at 10:11 AM, Ryan Coval <ryan@ascendecom.com> wrote:

Sean,

Great to chat with you today. I've attached those follow up links I talked about below to give you some more detailed information on

the partnership, including an attachment of our new bundle packages in case you have any interest. Once you've looked it over and have any further questions answered, let me know if you'd like to review a contract and if so, what investment tier you might be interested in.

I'm available via email, and I also have my calendly link at the bottom of this email if you'd like to schedule another call!

1) Attached brief overview deck (attached) and on pagers
2) Financial model (Rough estimate) https://docs.google.com/spreadsheets/d/1uJ-bSOUlCwVukKzGLq7mtJaooBMeyqzFD4gHkJVz_ro/edit?usp=sharing
3) Video walk through of wholesale side
Password: [redacted]

Testimonials: https://drive.google.com/drive/folders/1cHJGivYG3lMutEqlmCpPOXFvst-VO-HO?usp=sharing

Attachment: Ascend Partnership Journey.heic

Attachment: Ascend Ecom - Amazon FBA Program (6).pdf

Attachment: One Pager Ascend.heic

All the best,

--

Ryan Coval
Senior Account Executive at Ascend Ecom

M 7608280227 W www.ascendecom.com E ryan@ascendecom.com
A 2219 Main St. Santa Monica, CA

Book time with me here: My Calendar

TWO OF THE LARGEST E-COMMERCE PLATFORMS IN THE WORLD

amazon Walmart

Long term - sustainable fulfillment and product strategies
All programs start with one or both

MONTH 1

Store set-up, stores are live within 1st month, Online Arbitrage FBA/WFS as the base strategy and foundation of all programs.

MONTH 3

amazon FBA Wholesale

Walmart WFS Wholesale

We begin to leverage established and exclusive wholesale, brand, and distributor relationships on behalf of your business. We then fuse this product sourcing strategy with the Online Arbitrage model that has been built leading to a powerful hybrid business model.

MONTH 6-24 AND BEYOND

Private Label Product (Optional)
optional add-on to bring value to business

amazon

Walmart

These valuable wholesale contracts and relationships we establish with your store can be leveraged on both platforms. Opening up the ability to cross-sell your products under our management, optimizing your revenue.

START NOW
ASCENDECOM.COM

ASCEND
GROWTH·AUTOMATED

/ASCEND_ECOM

ASCEND↑
GROWTH·AUTOMATED

INFRASTRUCTURE + SERVICE

An industry leader with a one of a kind strategic and logistical infrastructure built. Tier 1 product research strategies and proprietary algorithms for sourcing high margin products. Exclusive wholesale and distributer relationships. We evaluate every clients unique situation and tailor a plan to fit their financial goals.

VERTICAL INTEGRATION

Only the best softwares, suppliers, team and growth strategies. We DO NOT use VA's and we DO NOT out source any part of the process.

WAREHOUSE

We have our own exclusive warehouse facility and prep center. We don't outsource ANY logistics/ fulfillment or product return processes. This keeps costs down , margins high and supply chain smooth. You can visit us!

TRANSPARENCY

No surprises with Ascend Ecom from partnership agreement to expectations. We will explain each business model along with realistic conservative projections. Full-stack communication channels with same-day responses through mobile or web. All programs include a buyback guarantee on your investment.

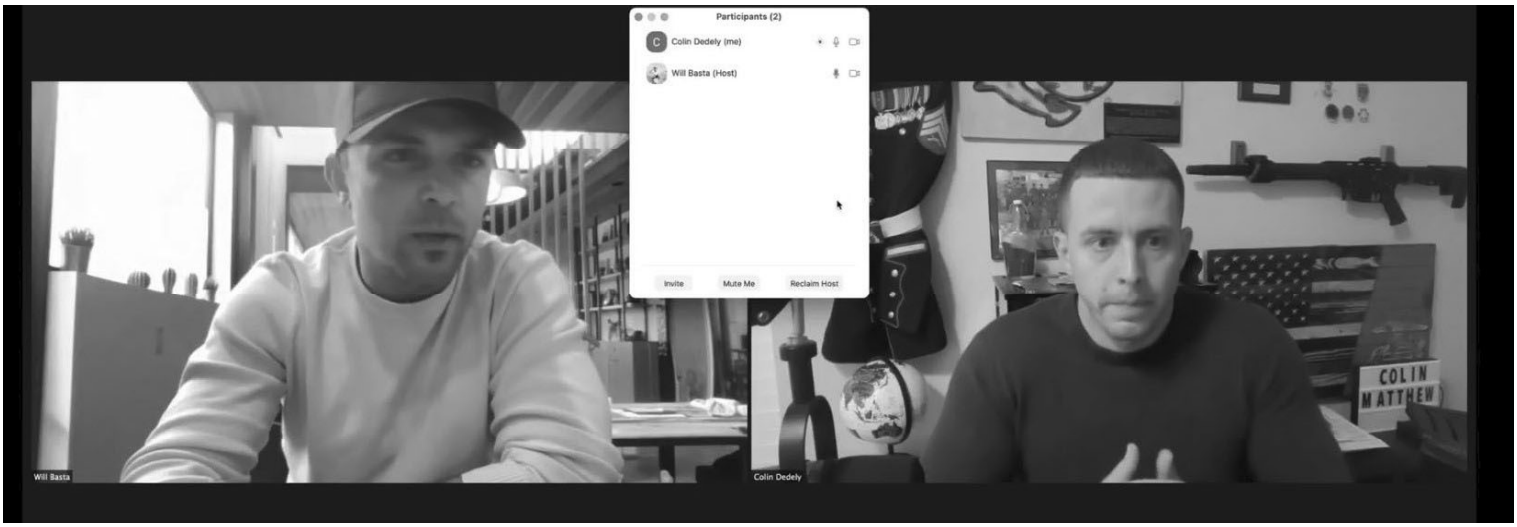
INNOVATION + SUSTAINABILITY

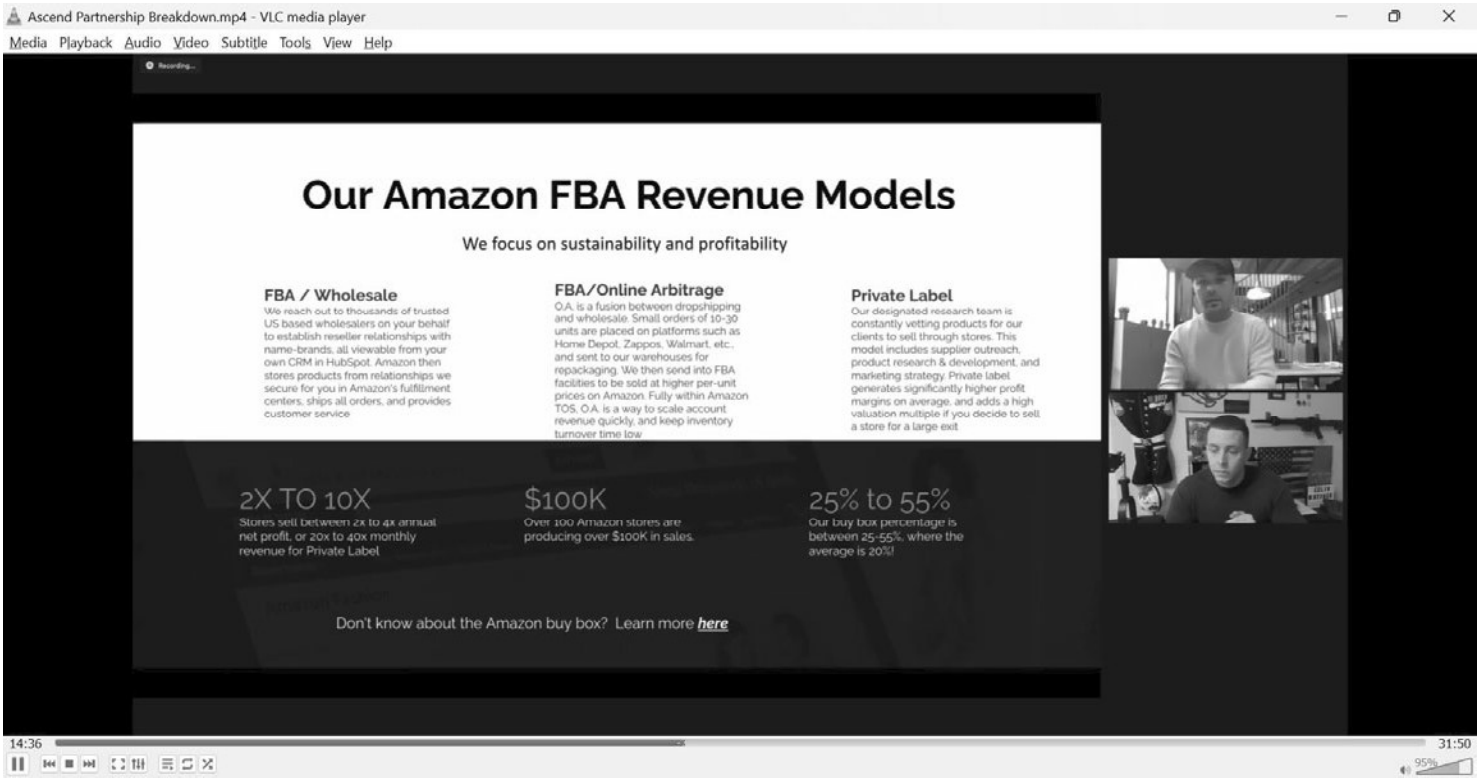
We leverage a unique hybrid model which incorporates 2-3 product research and fulfillment strategies into 1. This mitigates risk, increases margins and product availability as well as attributes to a long-term sustainable business model.

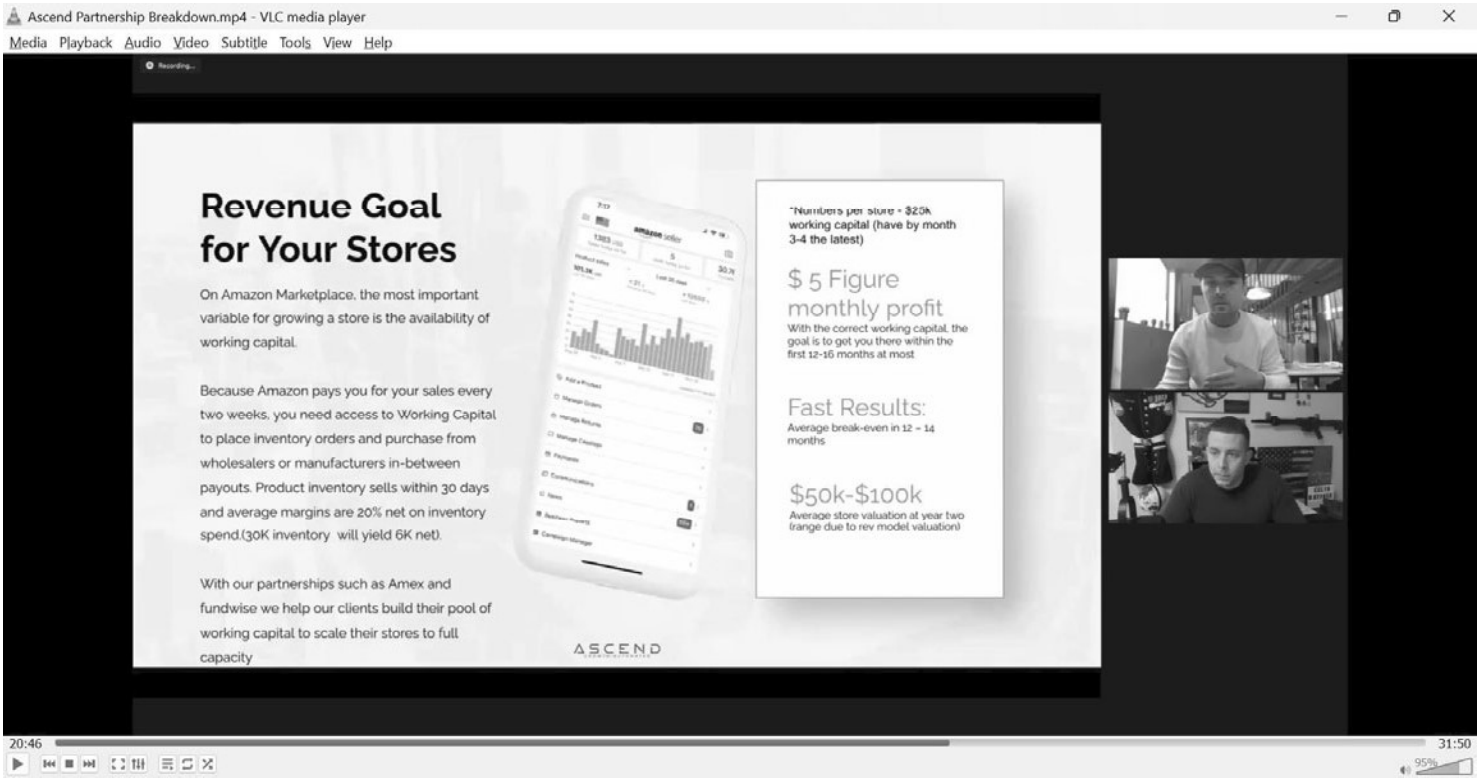



Current Offers
$20k OA Amazon
Online Arbitrage only, 50/50 split
$30k Amazon Hybrid
FBA Wholesale & OA, 60/40 split
(+$1,875 per $5k upgrade)
$40k Amazon Hybrid
FBA Wholesale & OA, 70/30 split
(+$1,875 per $5k upgrade)
$60k Amz Hybrid & PL
FBA, OA, & (2) PL products, 70/30 split
$75k Amz Hybrid Bundle
(2) FBA Wholesale & OA, 70/30 split
per $100k Amz Bundle
(2) Amz Hybrid stores, (3) PL products
New Offers
$20k OA Walmart
Online Arbitrage only, 60/40 split
$30k Walmart Hybrid
WFS Wholesale & OA, 60/40 split
(+$1,875 per $5k upgrade)
$40k Walmart Hybrid
WFS Wholesale & OA, 70/30 split
(+$1,875 per $5k upgrade)
$65k Hybrid Amz & Walmart
(1) Amazon Hybrid & (1) Walmart Hybrid, 70/30 split
$80k Hybrid Amz & Walmart + PL
(1) Amz Hybrid stores, (1) Walmart Hybrid, & (2) PL products, 70/30 split
per $100k Bundle
(2) Amz Hybrid stores, (1) Walmart Hybrid

Attachment B


Participants (2)
Colin Dedely (me)
Will Basta (Host)
Invite
Mute Me
Reclaim Host
COLIN
MATTHEW
Will Basta
Colin Dedely


Ascend Partnership Breakdown.mp4 - VLC media player
Media Playback Audio Video Subtitle Tools View Help
Our Amazon FBA Revenue Models
We focus on sustainability and profitability
FBA / Wholesale
We reach out to thousands of trusted US based wholesalers on your behalf to establish reseller relationships with name-brands, all viewable from your own CRM in HubSpot. Amazon then stores products from relationships we secure for you in Amazon's fulfillment centers, ships all orders, and provides customer service
FBA/Online Arbitrage
O.A. is a fusion between dropshipping and wholesale. Small orders of 10-30 units are placed on platforms such as Home Depot, Zappos, Walmart, etc., and sent to our warehouses for repackaging. We then send into FBA facilities to be sold at higher per-unit prices on Amazon. Fully within Amazon TOS, O.A. is a way to scale account revenue quickly, and keep inventory turnover time low
Private Label
Our designated research team is constantly vetting products for our clients to sell through stores. This model includes supplier outreach, product research & development, and marketing strategy. Private label generates significantly higher profit margins on average, and adds a high valuation multiple if you decide to sell a store for a large exit
2X TO 10X
Stores sell between 2x to 4x annual net profit, or 20x to 40x monthly revenue for Private Label
$100K
Over 100 Amazon stores are producing over $100K in sales.
25% to 55%
Our buy box percentage is between 25-55%, where the average is 20%!
Don't know about the Amazon buy box? Learn more here
14:36
31:50
95%


Ascend Partnership Breakdown.mp4 - VLC media player
Media Playback Audio Video Subtitle Tools View Help
Revenue Goal for Your Stores
On Amazon Marketplace, the most important variable for growing a store is the availability of working capital.
Because Amazon pays you for your sales every two weeks, you need access to Working Capital to place inventory orders and purchase from wholesalers or manufacturers in-between payouts. Product inventory sells within 30 days and average margins are 20% net on inventory spend.(30K inventory will yield 6K net).
With our partnerships such as Amex and fundwise we help our clients build their pool of working capital to scale their stores to full capacity
working capital (have by month 3-4 the latest)
$ 5 Figure monthly profit
With the correct working capital, the goal is to get you there within the first 12-16 months at most
Fast Results:
Average break-even in 12 - 14 months
$50k-$100k
Average store valuation at year two (range due to rev model valuation)
ASCEND
20:46
31:50


Ascend Partnership Breakdown.mp4 - VLC media player
Media Playback Audio Video Subtitle Tools View Help
TWO YEAR TIMELINE
1 Month
Store set-up go live, stores are live within 1st mo
Month 2-5
Retail arbitrage FBA begins. This process is meant to season your store, get your first sales and begin to open up warehousing space for FBA and gain some seller reviews
1 Year
Break-even point, 12-16 mo avg. break even point across 100+ stores
2 Years
Money-back Guarantee, If you do not see net profit, full money back at 24 mo
2-3 Years
Years: Sell or Scale, Sell for 2-4x annual revenue or scale for monthly $$
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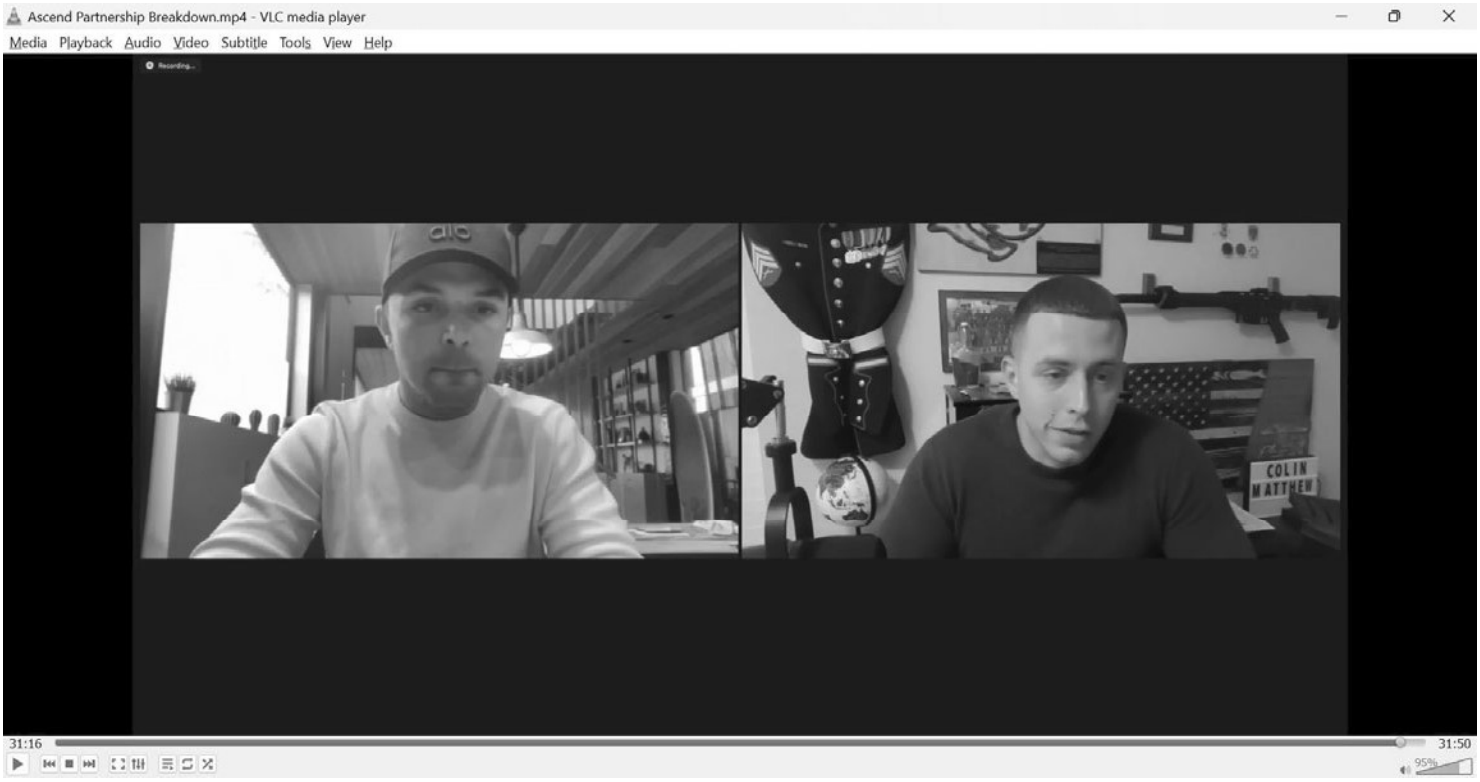
31:50


Ascend Partnership Breakdown.mp4 - VLC media player
Media Playback Audio Video Subtitle Tools View Help
COLIN MATTHEW
31:16
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Attachment C


Ascend Ecom Intro Call.mp4 - VLC media player
Media Playback Audio Video Subtitle Tools View Help
Will Basta
Matthew DeFreece
ASCEND
GROWTH · AUTOMATED
E-COMMERCE
LEVERAGING
AMAZON
MARKETPLACE
Ascend Ecom Intro Call.mp4
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Ascend Ecom Intro Call.mp4 - VLC media player
Media Playback Audio Video Subtitle Tools View Help
Our Infrastructure and Team is Unparalleled in the Industry
With over 350 direct employees, NO VA'S and EXCLUSIVELY on Ascend payroll, our specialized teams handle each functional area from product research to customer service to ensure your business thrives
Will Rasta
Matthew DeFreece
4+
designated managers exclusively assigned to your account with 24/7 communication access via a mobile/web app
Proprietary software and algorithms for pricing, product sourcing and store management
250+
Managing stores for over 175 clients and partners
Exclusive Ascend Warehouse Facility in Dallas,TX (come visit)
10+
years experience in the eCommerce industry
Access to thousands of exclusive vendors for name brand products
24 month
month money-back guarantee on all stores
01:03
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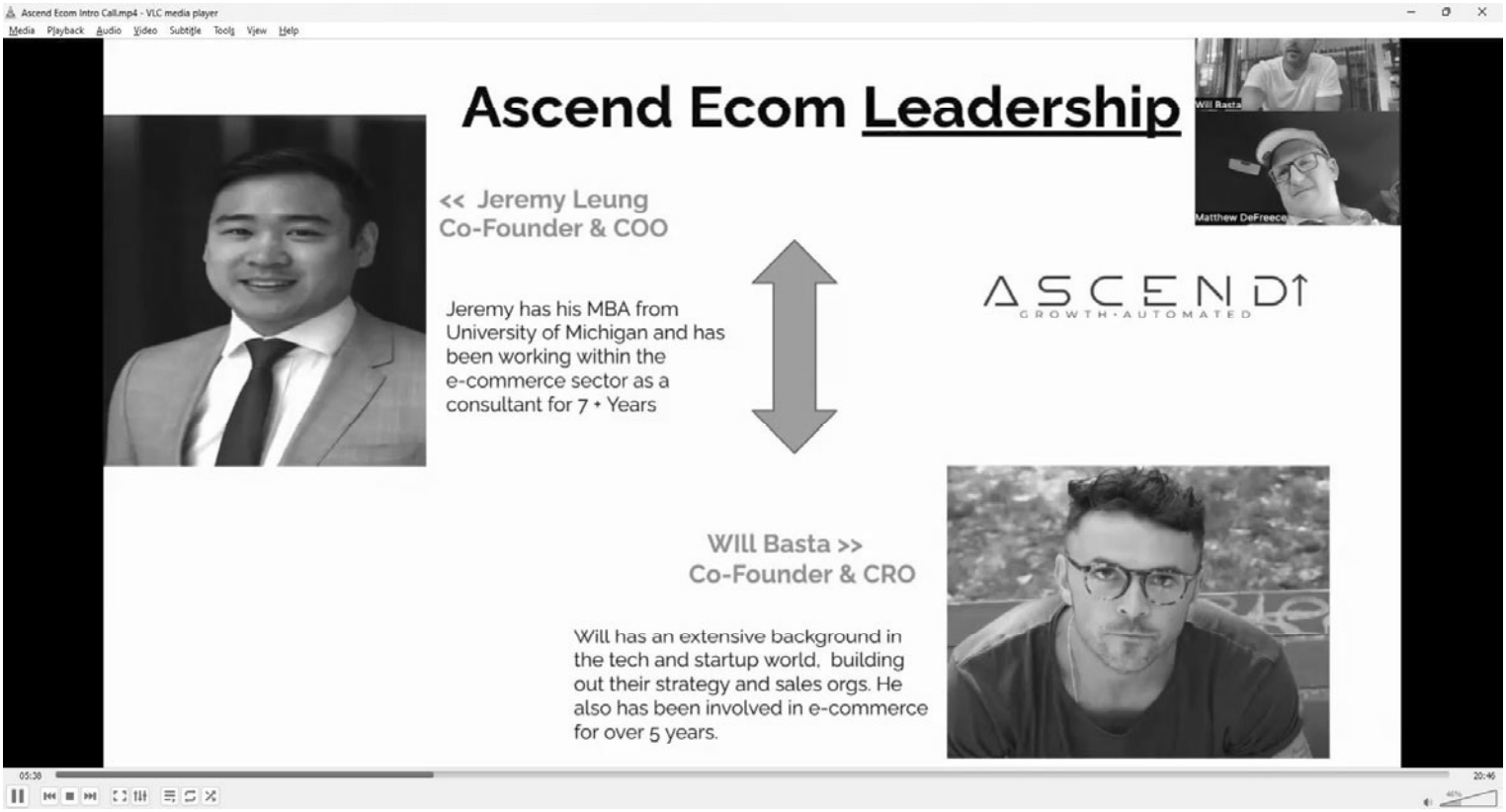
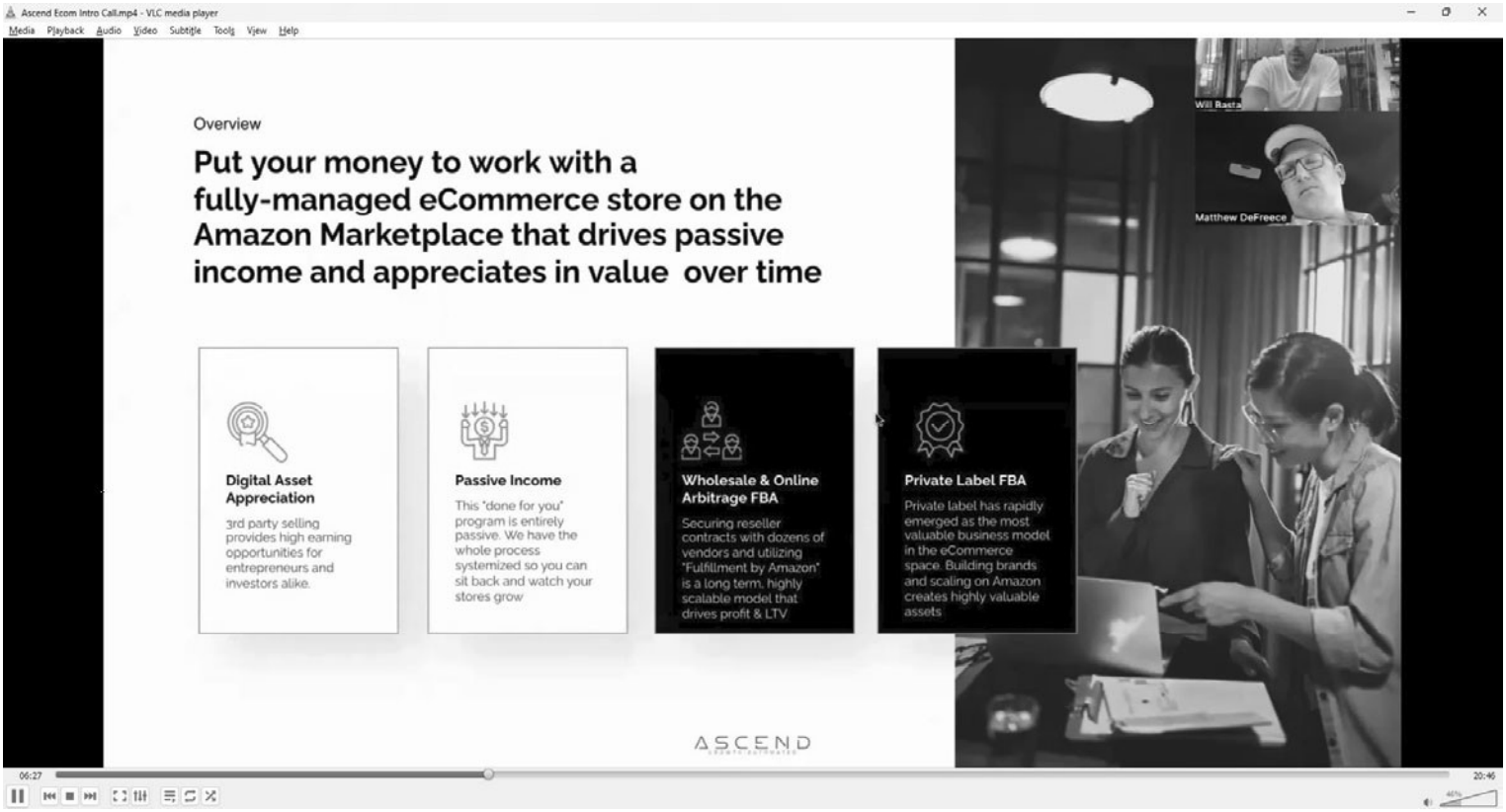

Ascend Ecom Intro Call.mp4 - VLC media player
Media Playback Audio Video Subtitle Tools View Help
Ascend Ecom Leadership
<< Jeremy Leung
Co-Founder & COO
Jeremy has his MBA from University of Michigan and has been working within the e-commerce sector as a consultant for 7 + Years
ASCEND
GROWTH·AUTOMATED
Will Basta >>
Co-Founder & CRO
Will has an extensive background in the tech and startup world, building out their strategy and sales orgs. He also has been involved in e-commerce for over 5 years.
Will Basta
Matthew DeFreece
05:38
20:46


Ascend Ecom Intro Call.mp4 - VLC media player
Media Playback Audio Video Subtitle Tools View Help
Overview
Put your money to work with a fully-managed eCommerce store on the Amazon Marketplace that drives passive income and appreciates in value over time
Digital Asset Appreciation
3rd party selling provides high earning opportunities for entrepreneurs and investors alike.
Passive Income
This "done for you" program is entirely passive. We have the whole process systemized so you can sit back and watch your stores grow
Wholesale & Online Arbitrage FBA
Securing reseller contracts with dozens of vendors and utilizing "Fulfillment by Amazon" is a long term, highly scalable model that drives profit & LTV
Private Label FBA
Private label has rapidly emerged as the most valuable business model in the eCommerce space. Building brands and scaling on Amazon creates highly valuable assets
ASCEND
Will Rasta
Matthew DeFreece
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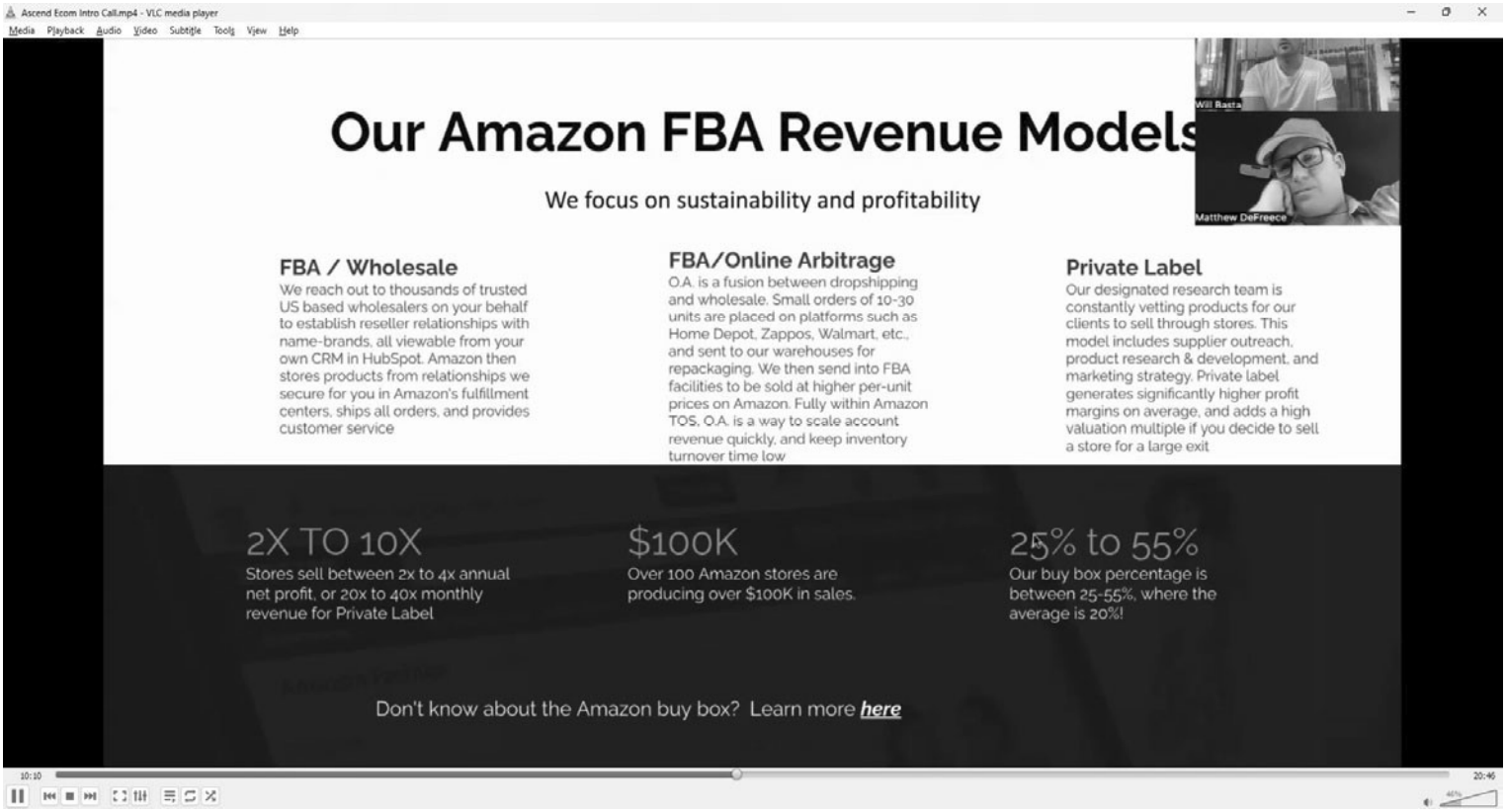
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Will Basta
Matthew DeFreece
Our Amazon FBA Revenue Models
We focus on sustainability and profitability
FBA / Wholesale
We reach out to thousands of trusted US based wholesalers on your behalf to establish reseller relationships with name-brands, all viewable from your own CRM in HubSpot. Amazon then stores products from relationships we secure for you in Amazon's fulfillment centers, ships all orders, and provides customer service
FBA/Online Arbitrage
O.A. is a fusion between dropshipping and wholesale. Small orders of 10-30 units are placed on platforms such as Home Depot, Zappos, Walmart, etc., and sent to our warehouses for repackaging. We then send into FBA facilities to be sold at higher per-unit prices on Amazon. Fully within Amazon TOS. O.A. is a way to scale account revenue quickly, and keep inventory turnover time low
Private Label
Our designated research team is constantly vetting products for our clients to sell through stores. This model includes supplier outreach, product research & development, and marketing strategy. Private label generates significantly higher profit margins on average, and adds a high valuation multiple if you decide to sell a store for a large exit
2X TO 10X
Stores sell between 2x to 4x annual net profit, or 20x to 40x monthly revenue for Private Label
$100K
Over 100 Amazon stores are producing over $100K in sales.
25% to 55%
Our buy box percentage is between 25-55%, where the average is 20%!
Don't know about the Amazon buy box? Learn more here
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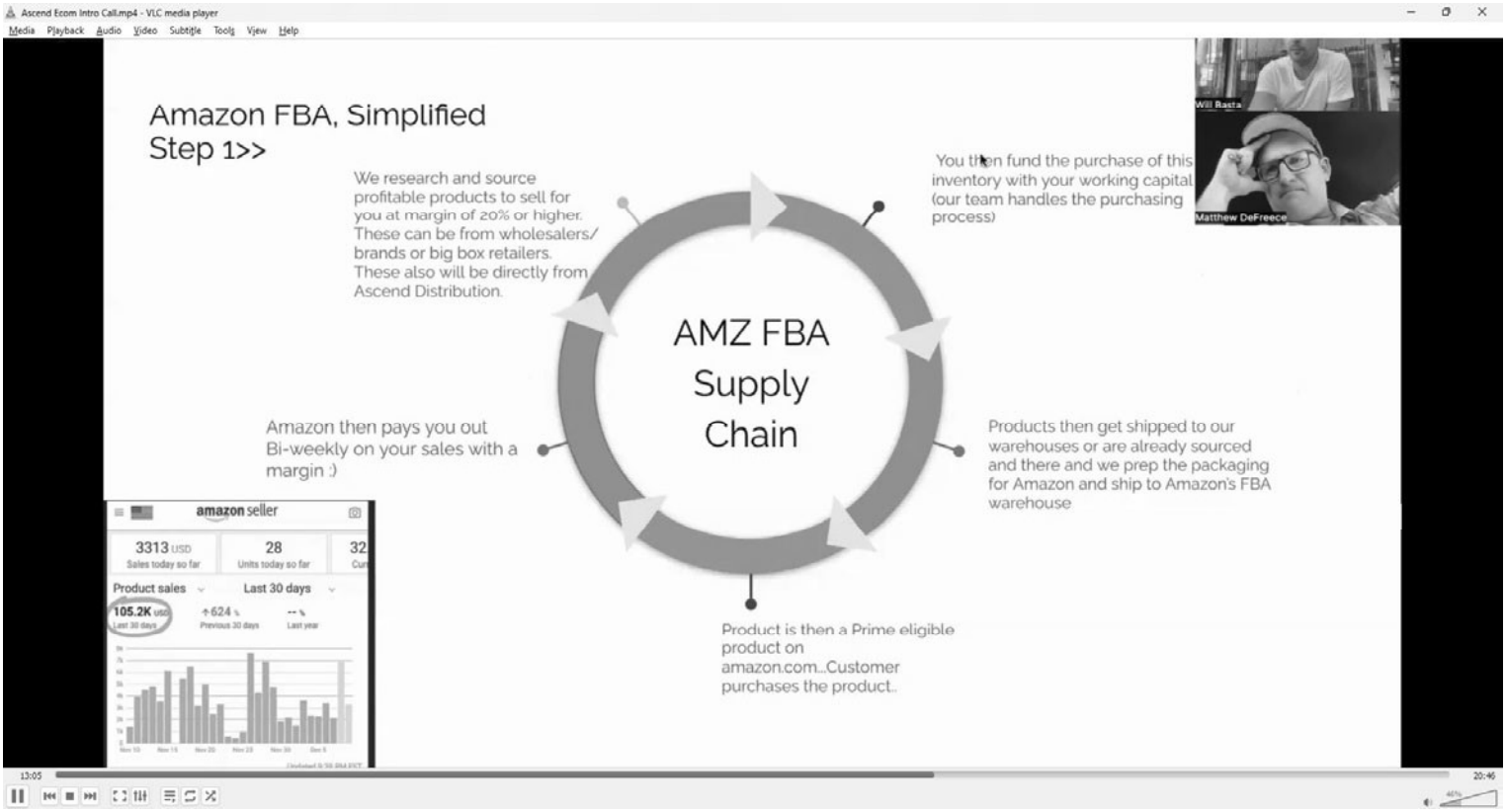
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Amazon FBA, Simplified
Step 1>>
We research and source profitable products to sell for you at margin of 20% or higher. These can be from wholesalers/ brands or big box retailers. These also will be directly from Ascend Distribution.
You then fund the purchase of this inventory with your working capital (our team handles the purchasing process)
Will Basta
Matthew DeFreece
AMZ FBA Supply Chain
Amazon then pays you out Bi-weekly on your sales with a margin :)
Products then get shipped to our warehouses or are already sourced and there and we prep the packaging for Amazon and ship to Amazon's FBA warehouse
Product is then a Prime eligible product on amazon.com..Customer purchases the product..
amazon seller
3313 USD
Sales today so far
28
Units today so far
Product sales
Last 30 days
105.2K USD
Last 30 days
624
Previous 30 days
Last year
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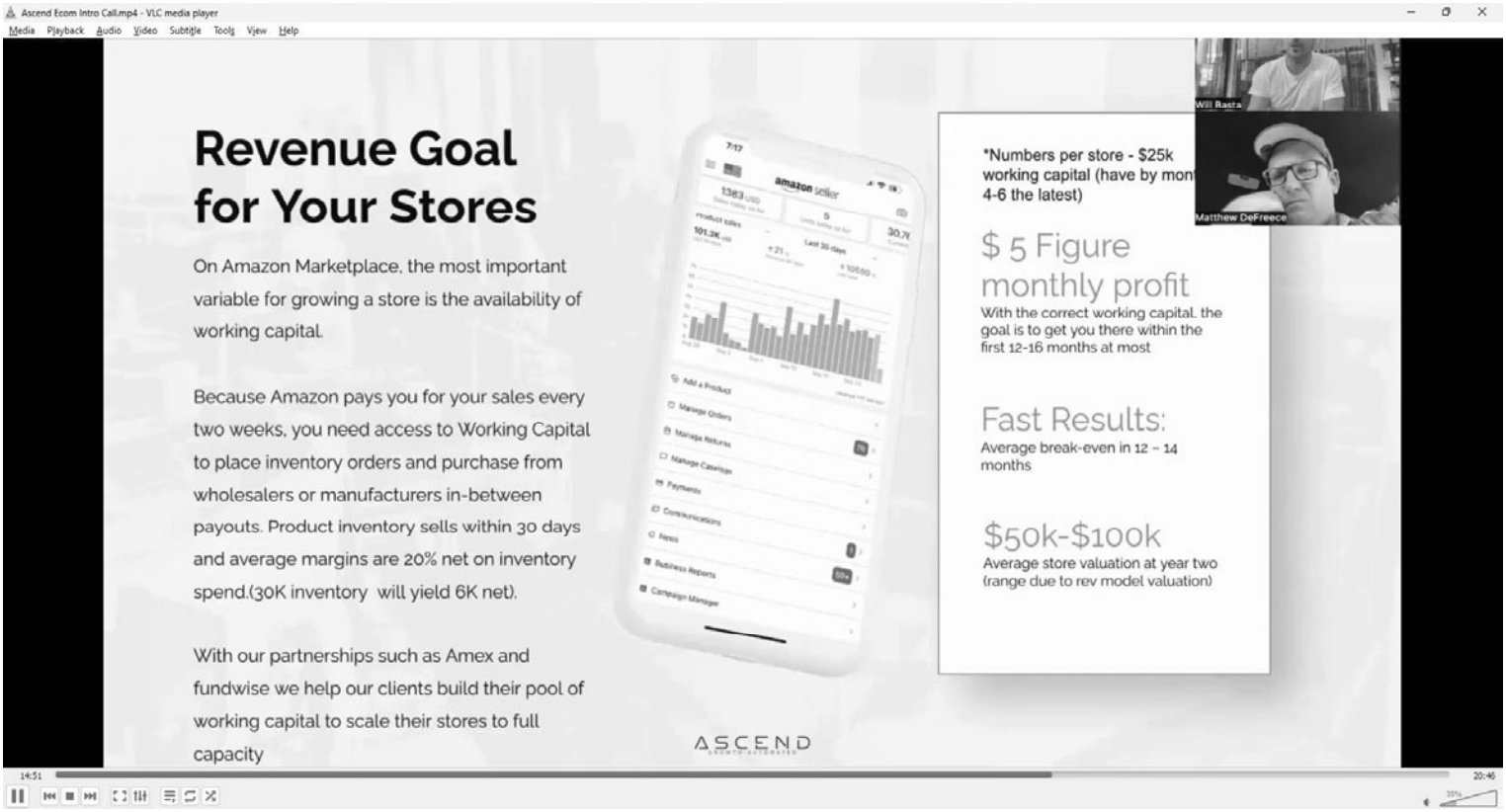
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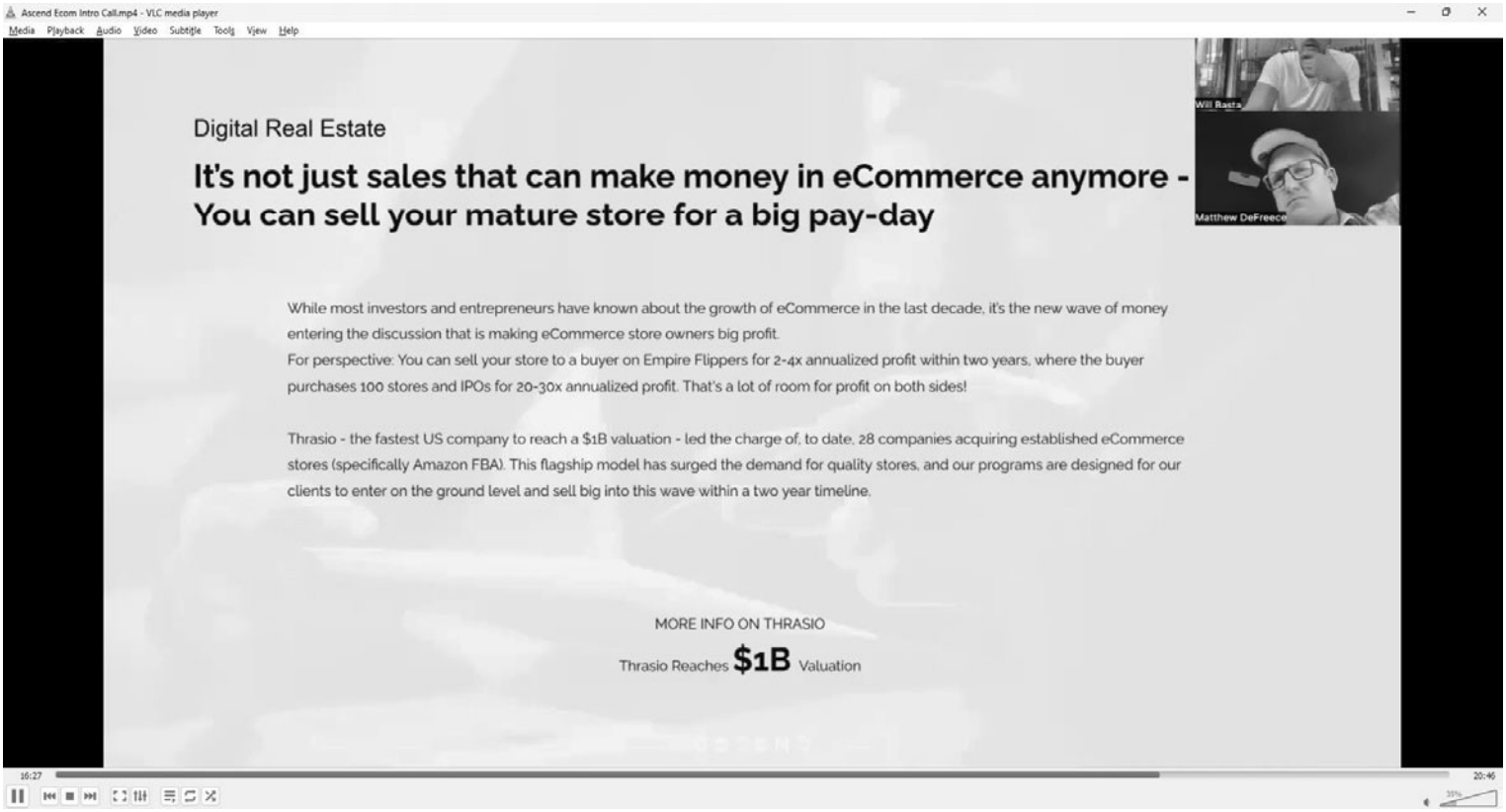
Revenue Goal for Your Stores
On Amazon Marketplace, the most important variable for growing a store is the availability of working capital.
Because Amazon pays you for your sales every two weeks, you need access to Working Capital to place inventory orders and purchase from wholesalers or manufacturers in-between payouts. Product inventory sells within 30 days and average margins are 20% net on inventory spend.(30K inventory will yield 6K net).
With our partnerships such as Amex and fundwise we help our clients build their pool of working capital to scale their stores to full capacity
*Numbers per store - $25k working capital (have by mon
4-6 the latest)
$ 5 Figure monthly profit
With the correct working capital. the goal is to get you there within the first 12-16 months at most
Fast Results:
Average break-even in 12 – 14 months
$50k-$100k
Average store valuation at year two (range due to rev model valuation)
Will Basta
Matthew DeFreece
ASCEND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Will Basta
Matthew DeFreece
Digital Real Estate
It's not just sales that can make money in eCommerce anymore -
You can sell your mature store for a big pay-day
While most investors and entrepreneurs have known about the growth of eCommerce in the last decade, it's the new wave of money entering the discussion that is making eCommerce store owners big profit.
For perspective: You can sell your store to a buyer on Empire Flippers for 2-4x annualized profit within two years, where the buyer purchases 100 stores and IPOs for 20-30x annualized profit. That's a lot of room for profit on both sides!
Thrasio - the fastest US company to reach a $1B valuation - led the charge of, to date, 28 companies acquiring established eCommerce stores (specifically Amazon FBA). This flagship model has surged the demand for quality stores, and our programs are designed for our clients to enter on the ground level and sell big into this wave within a two year timeline.
MORE INFO ON THRASIO
Thrasio Reaches $1B Valuation
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Pricing (2022)
Programs for all budgets. All include money-back guarantee. The more you spend upfront, the higher level of diversification you establish.
Ask us about our custom offerings, private label add-ons • Walmart packages
Amazon FBA Store Base
$20K
Online arbitrage FBA
Profit share fee-50%
Amazon FBA Store hybrid
$30K
Wholesale, Online
Arbitrage -FBA Hybrid
Profit share fee-40%
Amazon FBA Store Hybrid
$35K
Wholesale, Online
Arbitrage -FBA Hybrid
Profit share fee-35%
Premier FBA Hybrid Package
$40K
Wholesale, Online
Arbitrage - FBA Hybrid
Profit share fee-30%
*Portfolios of $30k+ qualify for exclusive warehouse tours at our Dallas Facility
ASCEND
Will Basta
Matthew DeFreece
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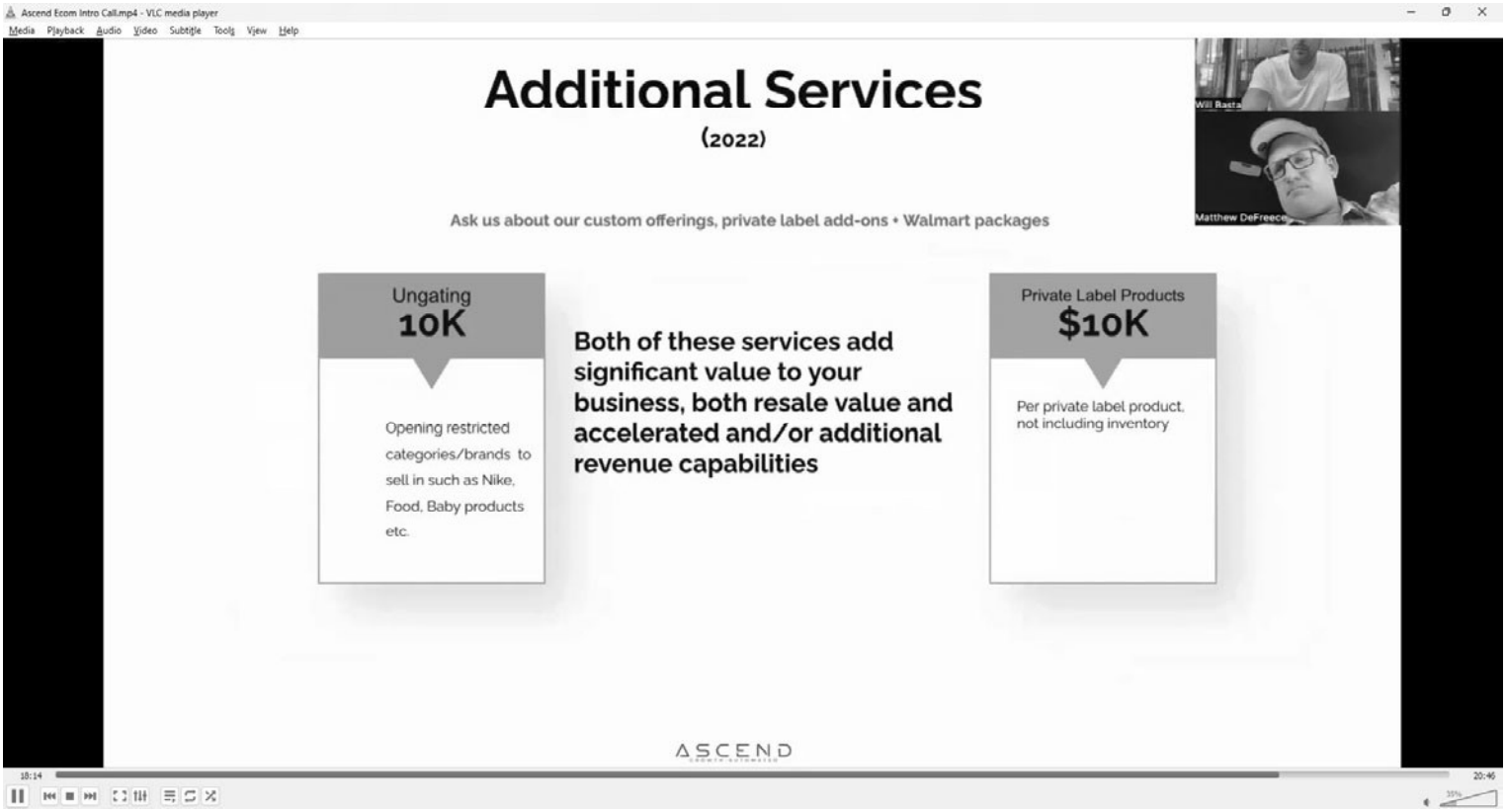
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Additional Services
(2022)
Ask us about our custom offerings, private label add-ons + Walmart packages
Will Basta
Matthew DeFreece
Ungating
10K
Opening restricted categories/brands to sell in such as Nike, Food, Baby products etc.
Both of these services add significant value to your business, both resale value and accelerated and/or additional revenue capabilities
Private Label Products
$10K
Per private label product, not including inventory
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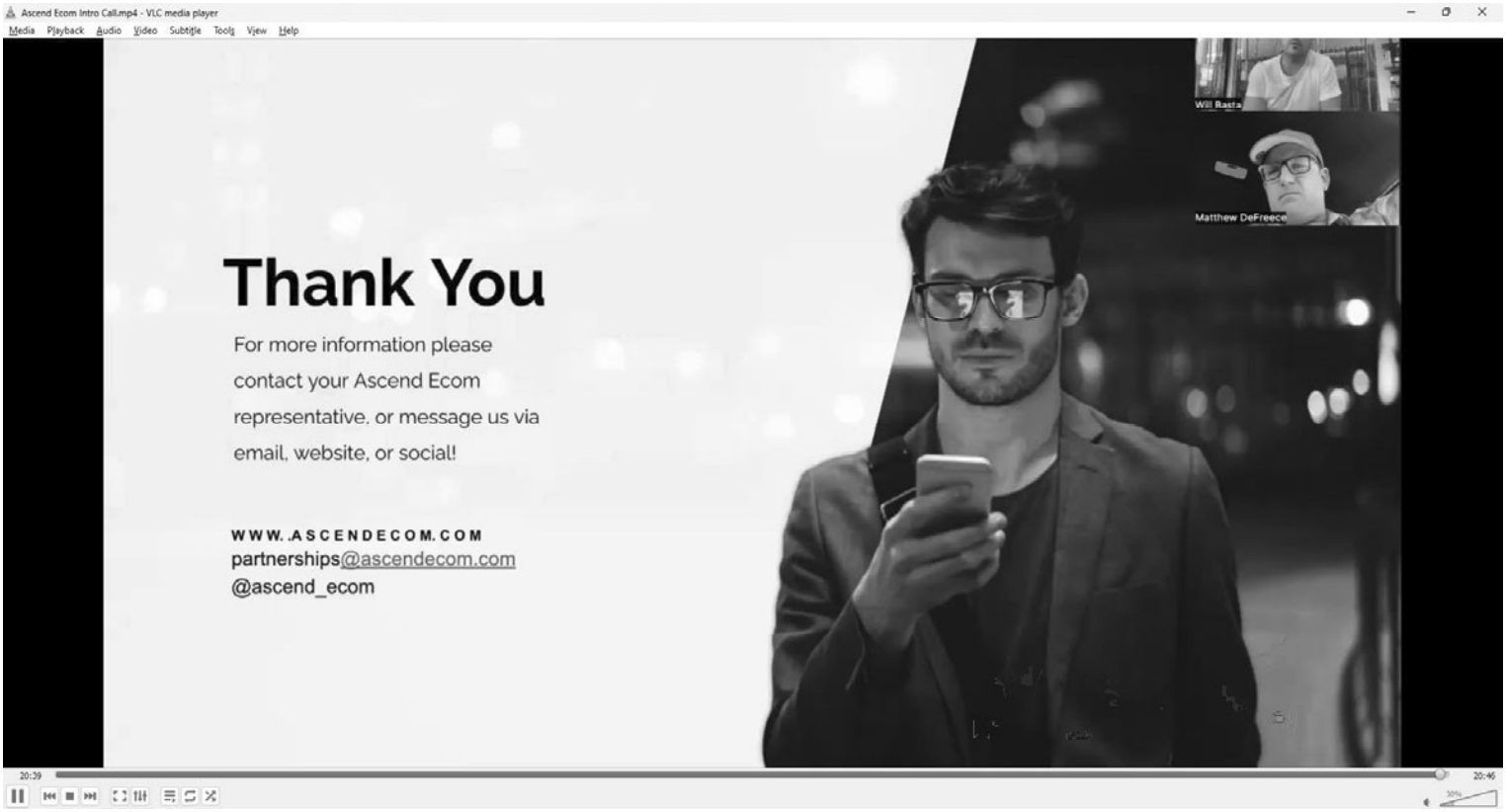
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Will Basta
Matthew DeFreece
Thank You
For more information please contact your Ascend Ecom representative, or message us via email, website, or social!
WWW.ASCENDECOM.COM
partnerships@ascendecom.com
@ascend_ecom
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Attachment D

Starting Period	
Q1	1/31/2022
Q2	4/30/2022
Q3	7/31/2021
Q4	10/31/2021

Working Capital	
1	25,000
2	50,000
3	100,000

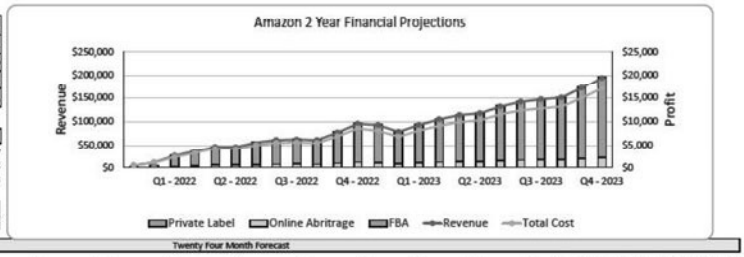
Percent Share		
1	30%	0.3
2	25%	0.25
3	20%	0.2

1/31/2021	7.3%	1
2/28/2021	6.5%	1
3/31/2021	8.2%	1
4/30/2021	9.3%	2
5/31/2021	9.5%	2
6/30/2021	8.3%	2
7/31/2021	9.5%	3
8/31/2021	9.3%	3
9/30/2021	7.9%	3
10/31/2021	5.9%	4
11/30/2021	7.9%	4
12/31/2021	10.4%	4
1/31/2022	7.3%	1
2/28/2022	6.5%	1
3/31/2022	8.2%	1
4/30/2022	9.3%	2
5/31/2022	9.5%	2
6/30/2022	8.3%	2
7/31/2022	9.5%	3
8/31/2022	9.3%	3
9/30/2022	7.9%	3
10/31/2022	5.9%	4
11/30/2022	7.9%	4
12/31/2022	10.4%	4
1/31/2023	7.3%	1
2/28/2023	6.5%	1
3/31/2023	8.2%	1
4/30/2023	9.3%	2
5/31/2023	9.5%	2
6/30/2023	8.3%	2
7/31/2023	9.5%	3
8/31/2023	9.3%	3
9/30/2023	7.9%	3
10/31/2023	5.9%	4
11/30/2023	7.9%	4
12/31/2023	10.4%	4
1/31/2024	7.3%	1
2/29/2024	6.5%	1
3/31/2024	8.2%	1
4/30/2024	9.3%	2
5/31/2024	9.5%	2
6/30/2024	8.3%	2
7/31/2024	9.5%	3
8/31/2024	9.3%	3
9/30/2024	7.9%	3
10/31/2024	5.9%	4
11/30/2024	7.9%	4
12/31/2024	10.4%	4
1/31/2025	7.3%	1
2/28/2025	6.5%	1
3/31/2025	8.2%	1
4/30/2025	9.3%	2
5/31/2025	9.5%	2
6/30/2025	8.3%	2
7/31/2025	9.5%	3
8/31/2025	9.3%	3
9/30/2025	7.9%	3
10/31/2025	5.9%	4
11/30/2025	7.9%	4
12/31/2025	10.4%	4

1	Single Amazon Store	1 No
2	$60k Bundle Amazon (1) Private Label (2)	2 Yes
3	$100k Bundle Amazon (2) Private Label (3)	
4	$500k Bundle Amazon (10) Private Label (15)	

Starting Period	Q1
Bundle type	Single Amazon Store
Working Capital Per Store	50,000
Projected Profit	Year
Management Profit Percentage	30%

Totals	Year 1	Year 2	24 Mo Total
Gross Revenue	$581,403	$1,537,626	$2,119,029
Expenses	$523,217	$1,359,385	$1,882,602
Client's Profit	$58,185	$154,562	$212,748
Projected Asset Value at Mo 25	-		$392,095



Twenty Four Month Forecast

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year 1	Margins	% of Total
Working Capital	3,829	9,142	18,597	25,754	34,055	33,777	41,105	45,125	45,741	45,003	56,514	70,250	35,741		
Gross Revenue	4,650	11,101	25,293	35,025	46,315	45,937	55,902	61,370	62,207	61,204	76,859	95,540	581,403		100.0%
Private Label	-	-	-	-	-	-	-	-	-	-	-	-	-		0.0%
Online Abritrage	4,650	11,101	6,323	8,756	11,579	11,484	13,976	15,342	15,552	15,301	19,215	23,885	157,764		27.1%
FBA	-	-	18,969	26,269	34,736	34,453	41,927	46,027	46,655	45,903	57,644	71,655	424,239		72.9%
Cost of Goods	3,255	7,771	15,808	21,801	28,047	28,711	34,939	38,356	38,870	38,253	48,037	60,713	364,565	37.3%	62.7%
Private Label	-	-	-	-	-	-	-	-	-	-	-	-	-		0.0%
Online Abritrage	3,255	7,771	4,426	6,129	8,105	8,039	9,783	10,740	10,886	10,711	13,450	16,719	110,015		30.2%
FBA	-	-	11,382	15,761	20,842	20,672	25,156	27,616	27,993	27,542	34,586	42,993	254,543		69.8%
Amazon Fees	1,070	2,553	5,817	8,056	10,652	10,566	12,858	14,115	14,308	14,077	17,678	21,974	133,723		
Store Profit	326	777	3,667	5,079	6,716	6,661	8,106	8,899	9,020	8,875	11,145	13,853	83,122	14.3%	100.0%
Private Label	-	-	-	-	-	-	-	-	-	-	-	-	-		0.0%
Online Abritrage	325.5	777	443	613	811	804	978	1,074	1,089	1,071	1,345	1,672	11,001		13.2%
FBA	-	-	3,225	4,466	5,905	5,857	7,128	7,825	7,931	7,804	9,799	12,181	72,121		86.8%
Management Fee	98	233	1,100	1,524	2,015	1,998	2,432	2,670	2,706	2,662	3,343	4,156	24,937	4.3%	
Clients Profit	228	544	2,567	3,555	4,701	4,663	5,674	6,229	6,314	6,212	7,801	9,697	58,185	10.0%	

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year 2	Margins	% of Total
Working Capital	65,354	55,365	65,440	73,878	80,282	83,083	93,121	100,028	103,758	106,346	120,942	137,787	90,449		
Gross Revenue	92,584	78,434	92,707	104,660	113,733	117,701	131,921	141,706	146,991	150,656	171,335	195,199	1,537,626		100.0%
Private Label	-	-	-	-	-	-	-	-	-	-	-	-	-		0.0%
Online Abritrage	21,294	18,040	21,323	24,072	26,158	27,071	30,342	32,592	33,808	34,651	39,407	44,896	353,654		23.0%
FBA	69,438	58,825	69,530	78,495	85,299	88,276	98,941	106,279	110,243	112,992	128,501	146,399	1,153,220		75.0%
Cost of Goods	55,551	47,060	55,624	62,796	68,240	70,621	79,153	85,023	88,195	90,394	102,801	117,119	939,490	61.1%	100.0%
Private Label	-	-	-	-	-	-	-	-	-	-	-	-	-		0.0%
Online Abritrage	14,906	12,628	14,926	16,850	18,311	18,950	21,239	22,815	23,666	24,256	27,585	31,427	247,558		26.4%
FBA	41,663	35,295	41,718	47,097	51,180	52,965	59,365	63,768	66,146	67,795	77,101	87,839	691,932		73.6%
Amazon Fees	21,294	18,040	21,323	24,072	26,158	27,071	30,342	32,592	33,808	34,651	39,407	44,896	353,654		
Store Profit	13,295	11,263	13,313	15,028	16,332	16,902	18,944	20,349	21,108	21,634	24,604	28,031	220,803	14.4%	100.0%
Private Label	-	-	-	-	-	-	-	-	-	-	-	-	-		0.0%
Online Abritrage	1,491	1,263	1,493	1,685	1,831	1,895	2,124	2,281	2,367	2,426	2,758	3,143	24,756		11.2%
FBA	11,805	10,000	11,820	13,344	14,501	15,007	16,820	18,067	18,741	19,209	21,845	24,888	196,047		88.8%
Management Fee	3,989	3,379	3,994	4,509	4,900	5,071	5,683	6,105	6,332	6,490	7,381	8,409	66,241	4.3%	
Clients Profit	9,307	7,884	9,319	10,520	11,432	11,831	13,261	14,244	14,776	15,144	17,223	19,621	154,562	10.1%	

Working Capital = For each two week period

	Q1 - 2022			Q2 - 2022			Q3 - 2022			Q4 - 2022			Q1 - 2023		Q2 - 2023			Q3 - 2023			Q4 - 2023	
Revenue	$4,650	$11,101	$25,293	$35,025	$46,315	$45,937	$55,902	$61,370	$62,207	$61,204	$76,859	$95,540	$92,584 #	$92,707	$104,660	$113,733	$117,701	$131,921	$141,706	$146,991	$150,656	$171,335	$195,199
Total Cost	$4,422	$10,557	$22,725	$31,470	$41,614	$41,274	$50,228	$55,141	$55,893	$54,992	$69,058	$85,843	$80,834 #	$80,941	$91,376	$99,298	$102,762	$115,178	$123,720	$128,335	$131,535	$149,589	$170,424
Client's Profit	$228	$544	$2,567	$3,555	$4,701	$4,663	$5,674	$6,229	$6,314	$6,212	$7,801	$9,697	$9,307 #	$9,319	$10,520	$11,432	$11,831	$13,261	$14,244	$14,776	$15,144	$17,223	$19,621
Private Label	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0 #	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Online Abritrage	$228	$544	$310	$429	$567	$563	$685	$752	$762	$750	$942	$1,170	$1,043 #	$1,045	$1,180	$1,282	$1,326	$1,487	$1,597	$1,657	$1,698	$1,931	$2,200
FBA	$0	$0	$2,257	$3,126	$4,134	$4,100	$4,989	$5,477	$5,552	$5,462	$6,860	$8,527	$8,263 #	$8,274	$9,341	$10,151	$10,505	$11,774	$12,647	$13,119	$13,446	$15,292	$17,421

1111	3,000	7,000	18,156	25,406	32,221	28,176	31,911	31,435	26,607	19,902	26,562	35,009	24,601	22,016	27,656	31,404	32,221	28,176	31,911	31,435	26,607	19,902	26,562	35,009
1121	4,500	10,500	26,327	41,920	53,164	46,491	52,653	51,868	43,901	32,838	43,828	57,764	40,592	36,327	45,633	51,816	53,164	46,491	52,653	51,868	43,901	32,838	43,828	57,764
1131	5,850	15,750	32,908	69,169	87,721	76,709	86,877	85,582	72,437	54,183	72,316	95,311	66,976	59,940	75,294	85,496	87,721	76,709	86,877	85,582	72,437	54,183	72,316	95,311
2111	3,000	7,000	18,156	25,406	31,435	26,607	19,902	26,562	35,009	24,601	22,016	27,656	31,404	32,221	28,176	31,911	31,435	26,607	19,902	26,562	35,009	24,601	22,016	27,656
2121	4,500	10,500	28,142	41,920	51,868	43,901	32,838	43,828	57,764	40,592	36,327	45,633	51,816	53,164	46,491	52,653	51,868	43,901	32,838	43,828	57,764	40,592	36,327	45,633
2131	5,850	15,750	35,178	69,169	85,582	72,437	54,183	72,316	95,311	66,976	59,940	75,294	85,496	87,721	76,709	86,877	85,582	72,437	54,183	72,316	95,311	66,976	59,940	75,294
3111	3,000	7,000	18,156	25,406	26,562	35,009	24,601	22,016	27,656	31,404	32,221	28,176	31,911	31,435	26,607	19,902	26,562	35,009	24,601	22,016	27,656	31,404	32,221	28,176
3121	4,500	10,500	28,142	41,920	43,828	57,764	40,592	36,327	45,633	51,816	53,164	46,491	52,653	51,868	43,901	32,838	43,828	57,764	40,592	36,327	45,633	51,816	53,164	46,491
3131	5,850	15,750	35,178	69,169	72,316	95,311	66,976	59,940	75,294	85,496	87,721	76,709	86,877	85,582	72,437	54,183	72,316	95,311	66,976	59,940	75,294	85,496	87,721	76,709
4111	3,000	7,000	18,156	25,406	22,016	27,656	31,404	32,221	28,176	31,911	31,435	26,607	19,902	26,562	35,009	24,601	22,016	27,656	31,404	32,221	28,176	31,911	31,435	26,607
4121	4,500	10,500	28,142	41,920	36,327	45,633	51,816	53,164	46,491	52,653	51,868	43,901	32,838	43,828	57,764	40,592	36,327	45,633	51,816	53,164	46,491	52,653	51,868	43,901
4131	5,850	15,750	35,178	69,169	59,940	75,294	85,496	87,721	76,709	86,877	85,582	72,437	54,183	72,316	95,311	66,976	59,940	75,294	85,496	87,721	76,709	86,877	85,582	72,437
1112	3,000	7,162	16,318	22,597	29,881	29,637	36,066	39,593	40,134	39,487	49,586	61,639	59,732	50,603	59,811	67,522	73,376	75,936	85,111	91,423	94,833	97,198	110,538	125,935
1122	4,650	11,101	25,293	35,025	46,315	45,937	55,902	61,370	62,207	61,204	76,859	95,540	92,584	78,434	92,707	104,660	113,733	117,701	131,921	141,706	146,991	150,656	171,335	195,199
1132	6,278	14,986	34,145	47,284	62,525	62,015	75,468	82,849	83,980	82,626	103,759	128,979	124,989	105,886	125,155	141,291	153,539	158,896	178,094	191,303	198,438	203,386	231,302	263,518
2112	3,000	7,162	16,318	22,597	29,252	28,348	26,325	34,962	45,381	41,658	44,647	54,386	63,214	57,220	58,956	66,892	71,742	73,581	74,252	85,763	99,184	98,424	104,490	117,509
2122	4,650	11,101	25,293	35,025	45,341	43,939	40,804	54,192	70,341	64,569	69,203	84,299	97,982	88,691	91,382	103,682	111,199	114,051	115,091	132,933	153,736	152,558	161,960	182,139
2132	6,278	14,986	34,145	47,284	61,210	59,317	55,086	73,159	94,960	87,169	93,424	113,804	132,275	119,733	123,366	139,971	150,119	153,969	155,372	179,460	207,543	205,953	218,646	245,887
3112	3,000	7,162	16,318	22,597	25,354	34,858	30,038	31,722	40,017	47,239	52,935	55,546	64,924	57,712	58,913	58,533	68,780	80,846	78,625	83,112	94,426	104,776	113,611	119,380
3122	4,650	11,101	25,293	35,025	39,299	54,031	46,560	49,170	62,026	73,220	82,050	86,096	100,633	89,454	91,315	90,726	106,610	125,312	121,868	128,824	146,360	162,403	176,096	185,038
3132	6,278	14,986	34,145	47,284	53,053	72,941	62,855	66,379	83,735	98,847	110,767	116,229	135,854	120,763	123,275	122,480	143,923	169,171	164,522	173,912	197,587	219,244	237,730	249,802
4112	3,000	7,162	16,318	22,597	21,717	28,780	34,781	39,086	40,148	47,806	52,638	54,635	55,608	53,632	64,973	61,605	64,725	74,572	83,340	90,465	94,389	105,034	112,935	118,066
4122	4,650	11,101	25,293	35,025	33,662	44,609	53,911	60,583	62,229	74,099	81,588	84,684	86,193	83,129	100,708	95,488	100,324	115,587	129,177	140,221	146,302	162,803	175,049	182,993
4132	6,278	14,986	34,145	47,284	45,443	60,223	72,780	81,787	84,010	100,034	110,144	114,323	116,360	112,224	135,955	128,909	135,437	156,042	174,388	189,298	197,508	219,784	236,316	247,040
1211	3300	7700	19972	27947	35443	30994	35102	34579	29268	21892	29219	38510	27061	24218	30422	34,544	35,443	30,994	35,102	34,579	29,268	21,892	29,219	38,510
1221	4950	11550	28959	46112	58481	51140	57918	57055	48292	36122	48211	63541	44651	39960	50196	56,997	58,481	51,140	57,918	57,055	48,292	36,122	48,211	63,541
1231	6435	17325	36199	76085	96493	84380	95565	94140	79681	59601	79548	104842	73674	65933	82824	94,046	96,493	84,380	95,565	94,140	79,681	59,601	79,548	104,842
2211	3300	7700	19972	27947	34579	29268	21892	29219	38510	27061	24218	30422	34544	35443	30994	35,102	34,579	29,268	21,892	29,219	38,510	27,061	24,218	30,422
2221	4950	11550	30956	46112	57055	48292	36122	48211	63541	44651	39960	50196	56997	58481	51140	57,918	57,055	48,292	36,122	48,211	63,541	44,651	39,960	50,196
2231	6435	17325	38696	76085	94140	79681	59601	79548	104842	73674	65933	82824	94046	96493	84380	95,565	94,140	79,681	59,601	79,548	104,842	73,674	65,933	82,824
3211	3300	7700	19972	27947	29219	38510	27061	24218	30422	34544	35443	30994	35102	34579	29268	21,892	29,219	38,510	27,061	24,218	30,422	34,544	35,443	30,994
3221	4950	11550	30956	46112	48211	63541	44651	39960	50196	56997	58481	51140	57918	57055	48292	36,122	48,211	63,541	44,651	39,960	50,196	56,997	58,481	51,140
3231	6435	17325	38696	76085	79548	104842	73674	65933	82824	94046	96493	84380	95565	94140	79681	59,601	79,548	104,842	73,674	65,933	82,824	94,046	96,493	84,380
4211	3300	7700	19972	27947	24218	30422	34544	35443	30994	35102	34579	29268	21892	29219	38510	27,061	24,218	30,422	34,544	35,443	30,994	35,102	34,579	29,268
4221	4950	11550	30956	46112	39960	50196	56997	58481	51140	57918	57055	48292	36122	48211	63541	44,651	39,960	50,196	56,997	58,481	51,140	57,918	57,055	48,292
4231	6435	17325	38696	76085	65933	82824	94046	96493	84380	95565	94140	79681	59601	79548	104842	73,674	65,933	82,824	94,046	96,493	84,380	95,565	94,140	79,681
1212	3300	7878	17950	24856	32869	32601	39673	43553	44147	43435	54545	67803	65705	55663	65792	74,275	80,713	83,530	93,622	100,565	104,316	106,917	121,592	138,528
1222	5115	12211	27822	38527	50947	50531	61493	67507	68428	67324	84545	105094	101843	86277	101978	115,126	125,106	129,471	145,113	155,876	161,690	165,722	188,468	214,718
1232	6905	16485	37559	52012	68778	68217	83015	91134	92378	90888	114135	141877	137488	116474	137670	155,420	168,893	174,786	195,903	210,433	218,281	223,725	254,432	289,870
2212	3300	7878	17950	24856	32177	31182	28958	38459	49919	45823	49112	59825	69535	62942	64852	73,581	78,916	80,939	81,677	94,340	109,103	108,267	114,939	129,260
2222	5115	12211	27822	38527	49875	48333	44884	59611	77375	71026	76123	92729	107780	97560	100520	114,051	122,319	125,456	126,600	146,227	169,109	167,814	178,156	200,353
2232	6905	16485	37559	52012	67331	65249	60594	80475	104456	95886	102767	125184	145503	131706	135703	153,968	165,131	169,366	170,910	197,406	228,297	226,549	240,511	270,476
3212	3300	7878	17950	24856	27889	38344	33042	34895	44018	51963	58229	61100	71417	63484	64804	64,386	75,658	88,931	86,487	91,423	103,869	115,254	124,972	131,318
3222	5115	12211	27822	38527	43229	59434	51216	54087	68228	80542	90255	94705	110696	98399	100446	99,798	117,270	137,843	134,055	141,706	160,996	178,644	193,706	203,542
3232	6905	16485	37559	52012	58359	80236	69141	73017	92108	108732	121844	127852	149439	132839	135602	134,728	158,315	186,088	180,974	191,303	217,345	241,169	261,503	274,792
4212	3300	7878	17950	24856	23889	31658	38259	42994	44163	52587	57901	60098	61169	58995	71470	67,766	71,197	82,029	91,674	99,511	103,827	115,537	124,228	129,866
4222	5115	12211	27822	38527	37028	49070	59302	66641	68452	81509	89747	93152	94812	91442	110778	105,037	110,356	127,146	142,094	154,243	160,933	179,083	192,554	201,292
4232	6905	16485	37559	52012	49987	66245	80058	89665	92411	110038	121158	125756	127996	123446	149551	141,800	148,981	171,647	191,827	208,228	217,259	241,762	259,948	271,744
1311	5610	13090	33952	47510	60253	52689	59673	58784	49755	37217	49672	65466	46004	41171	51717	58,725	60,253	52,689	59,673	58,784	49,755	37,217	49,672	65,466
1321	8415	19635	49231	78391	99417	86937	98461	96993	82096	61407	81958	108019	75906	67931	85334	96,896	99,417	86,937	98,461	96,993	82,096	61,407	81,958	108,019
1331	10940	29453	61538	129345	164038	143446	162461	160038	135458	101322	135231	178232	125246	112087	140801	159,878	164,038	143,446	162,461	160,038	135,458	101,322	135,231	178,232
2311	5610	13090	33952	47510	58784	49755	37217	49672	65466	46004	41171	51717	58725	60253	52689	59,673	58,784	49,755	37,217	49,672	65,466	46,004	41,171	51,717
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2331	10940	29453	65782	129345	160038	135458	101322	135231	178232	125246	112087	140801	159878	164038	143446	162,461	160,038	135,458	101,322	135,231	178,232	125,246	112,087	140,801
3311	5610	13090	33952	47510	49672	65466	46004	41171	51717	58725	60253	52689	59673	58784	49755	37,217	49,672	65,466	46,004	41,171	51,717	58,725	60,253	52,689
3321	8415	19635	52626	78391	81958	108019	75906	67931	85334	96896	99417	86937	98461	96993	82096	61,407	81,958	108,019	75,906	67,931	85,334	96,896	99,417	86,937
3331	10940	29453	65782	129345	135231	178232	125246	112087	140801	159878	164038	143446	162461	160038	135458	101,322	135,231	178,232	125,246	112,087	140,801	159,878	164,038	143,446
4311	5610	13090	33952	47510	41171	51717	58725	60253	52689	59673	58784	49755	37217	49672	65466	46,004	41,171	51,717	58,725	60,253	52,689	59,673	58,784	49,755
4321	8415	19635	52626	78391	67931	85334	96896	99417	86937	98461	96993	82096	61407	81958	108019	75,906	67,931	85,334	96,896	99,417	86,937	98,461	96,993	82,096
4331	10940	29453	65782	129345	112087	140801	159878	164038	143446	162461	160038	135458	101322	135231	178232	125,246	112,087	140,801	159,878	164,038	143,446	162,461	160,038	135,458
1312	5610	13393	30514	42256	55877	55421	67444	74040	75050	73840	92726	115264	111699	94627	111847	126,267	137,213	142,000	159,157	170,961	177,337	181,760	206,707	235,498
1322	8696	20759	47297	65496	86609	85902	104538	114761	116327	114452	143726	178660	173133	146672	173362	195,714	212,680	220,101	246,693	264,990	274,873	281,728	320,396	365,021
1332	11739	28025	63851	88420	116922	115968	141126	154928	157042	154510	194030	241191	233730	198007	234039	264,214	287,118	297,136	333,035	357,736	371,078	380,332	432,534	492,779
2312	5610	13393	30514	42256	54701	53010	49228	65380	84863	77900	83490	101703	118210	107001	110248	125,088	134,157	137,597	138,851	160,378	185,475	184,054	195,397	219,742
2322	8696	20759	47297	65496	84787	82165	76304	101338	131537	120745	129410	157639	183226	165852	170885	193,886	207,943	213,275	215,219	248,585	287,486	285,283	302,865	340,600
2332	11739	28025	63851	88420	114463	110923	103010	136807	177576	163006	174703	212813	247355	223900	230695	261,746	280,723	287,922	290,546	335,590	388,105	385,133	408,868	459,810
3312	5610	13393	30514	42256	47412	65185	56172	59321	74831	88336	98989	103870	121408	107922	110167	109,456	128,619	151,182	147,028	155,419	176,577	195,932	212,452	223,240
3322	8696	20759	47297	65496	73489	101037	87066	91947	115988	136921	153433	160999	188183	167279	170758	169,657	199,360	234,333	227,893	240,900	273,694	303,694	329,300	346,022
3332	11739	28025	63851	88420	99210	136400	117540	124129	156584	184844	207134	217349	254047	225827	230524	229,037	269,136	316,349	307,656	325,215	369,487	409,987	444,555	467,129
4312	5610	13393	30514	42256	40611	53819	65041	73090	75077	89397	98432	102167	103987	100291	121499	115,202	121,036	139,450	155,845	169,169	176,507	196,414	211,188	220,772
4322	8696	20759	47297	65496	62947	83420	100814	113290	116369	138566	152570	158359	161180	155451	188323	178,563	187,605	216,147	241,560	262,213	273,585	304,441	327,342	342,196
4332	11739	28025	63851	88420	84979	112616	136098	152941	157098	187064	205969	213785	217594	209859	254237	241,060	253,267	291,799	326,106	353,987	369,340	410,996	441,912	461,965
1411	22,440	52,360	135,809	190,039	241,012	210,757	238,694	235,134	199,020	148,867	198,687	261,865	184,016	164,682	206,869	234,898	241,012	210,757	238,694	235,134	199,020	148,867	198,687	261,865
1421	33,660	78,540	196,923	313,564	397,669	347,749	393,844	387,971	328,383	245,630	327,833	432,077	303,626	271,726	341,335	387,582	397,669	347,749	393,844	387,971	328,383	245,630	327,833	432,077
1431	43,758	117,810	246,153	517,380	656,154	573,786	649,843	640,152	541,831	405,289	540,925	712,927	500,982	448,347	563,202	639,511	656,154	573,786	649,843	640,152	541,831	405,289	540,925	712,927
2411	22,440	52,360	135,809	190,039	235,134	199,020	148,867	198,687	261,865	184,016	164,682	206,869	234,898	241,012	210,757	238,694	235,134	199,020	148,867	198,687	261,865	184,016	164,682	206,869
2421	33,660	78,540	210,504	313,564	387,971	328,383	245,630	327,833	432,077	303,626	271,726	341,335	387,582	397,669	347,749	393,844	387,971	328,383	245,630	327,833	432,077	303,626	271,726	341,335
2431	43,758	117,810	263,129	517,380	640,152	541,831	405,289	540,925	712,927	500,982	448,347	563,202	639,511	656,154	573,786	649,843	640,152	541,831	405,289	540,925	712,927	500,982	448,347	563,202
3411	22,440	52,360	135,809	190,039	198,687	261,865	184,016	164,682	206,869	234,898	241,012	210,757	238,694	235,134	199,020	148,867	198,687	261,865	184,016	164,682	206,869	234,898	241,012	210,757
3421	33,660	78,540	210,504	313,564	327,833	432,077	303,626	271,726	341,335	387,582	397,669	347,749	393,844	387,971	328,383	245,630	327,833	432,077	303,626	271,726	341,335	387,582	397,669	347,749
3431	43,758	117,810	263,129	517,380	540,925	712,927	500,982	448,347	563,202	639,511	656,154	573,786	649,843	640,152	541,831	405,289	540,925	712,927	500,982	448,347	563,202	639,511	656,154	573,786
4411	22,440	52,360	135,809	190,039	164,682	206,869	234,898	241,012	210,757	238,694	235,134	199,020	148,867	198,687	261,865	184,016	164,682	206,869	234,898	241,012	210,757	238,694	235,134	199,020
4421	33,660	78,540	210,504	313,564	271,726	341,335	387,582	397,669	347,749	393,844	387,971	328,383	245,630	327,833	432,077	303,626	271,726	341,335	387,582	397,669	347,749	393,844	387,971	328,383
4431	43,758	117,810	263,129	517,380	448,347	563,202	639,511	656,154	573,786	649,843	640,152	541,831	405,289	540,925	712,927	500,982	448,347	563,202	639,511	656,154	573,786	649,843	640,152	541,831
1412	22,440	53,572	122,057	169,023	223,508	221,684	269,775	296,159	300,199	295,359	370,905	461,057	446,795	378,507	447,386	505,068	548,852	568,002	636,627	683,844	709,349	727,039	826,828	941,991
1422	34,782	83,036	189,188	261,986	346,437	343,610	418,151	459,046	465,309	457,807	574,903	714,639	692,532	586,886	693,449	782,855	850,720	880,403	986,772	1,059,958	1,099,492	1,126,910	1,281,583	1,460,086
1432	46,956	112,099	255,404	353,681	467,690	463,873	564,503	619,712	628,167	618,039	776,119	964,763	934,918	792,026	936,156	1,056,855	1,148,472	1,188,544	1,332,142	1,430,944	1,484,314	1,521,329	1,730,137	1,971,116
2412	22,440	53,572	122,057	169,023	218,806	212,040	196,913	261,519	339,452	311,600	333,960	406,811	472,841	428,005	440,993	500,351	536,626	550,388	555,405	641,510	741,898	736,215	781,588	878,967
2422	34,782	83,036	189,188	261,986	339,149	328,662	305,214	405,354	526,150	482,980	517,639	630,557	732,903	663,408	683,539	775,543	831,771	853,101	860,878	994,341	1,149,942	1,141,134	1,211,462	1,362,399
2432	46,956	112,099	255,404	353,681	457,851	443,694	412,040	547,228	710,302	652,022	698,812	851,252	989,419	895,600	922,778	1,046,984	1,122,891	1,151,687	1,162,185	1,342,360	1,552,422	1,540,530	1,635,474	1,839,238
3412	22,440	53,572	122,057	169,023	189,648	260,742	224,688	237,283	299,325	353,345	395,955	415,482	485,633	431,688	440,667	437,825	514,477	604,730	588,112	621,677	706,307	783,727	849,807	892,959
3422	34,782	83,036	189,188	261,986	293,954	404,149	348,266	367,789	463,953	547,685	613,731	643,997	752,731	669,116	683,034	678,629	797,439	937,331	911,574	963,600	1,094,776	1,214,777	1,317,201	1,384,087
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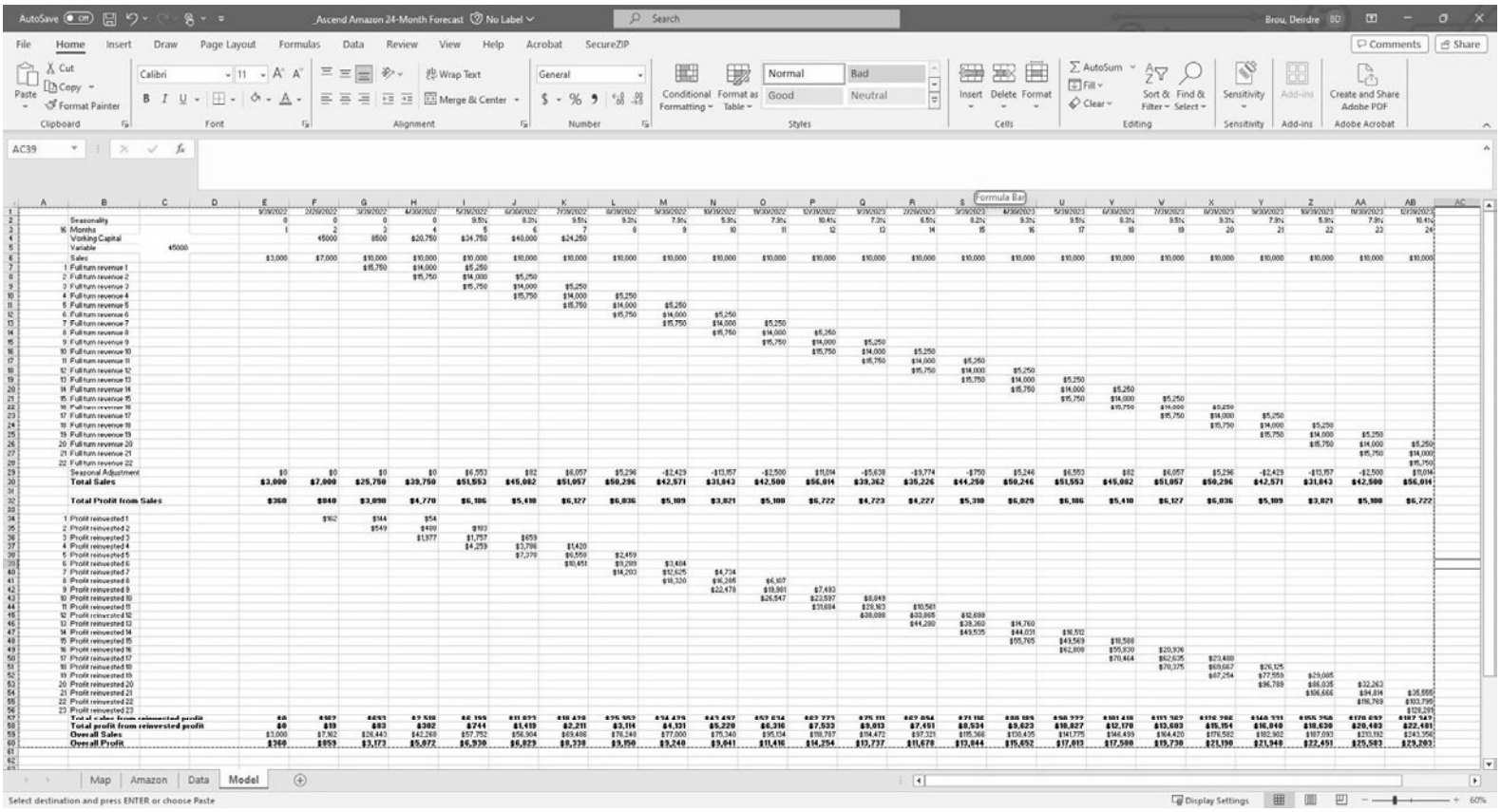
4432	46,956	112,099	255,404	353,681	339,915	450,465	544,393	611,765	628,393	748,256	823,877	855,139	870,375	839,436	1,016,946	964,239	1,013,069	1,167,196	1,304,425	1,415,949	1,477,361	1,643,982	1,767,646	1,847,861


_Ascend Amazon 24-Month Forecast
Search
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Map
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Data
Model
Select destination and press ENTER or choose Paste
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Attachment E

On Feb 8, 2022, at 10:41 AM, Ryan Coval <ryan@ascendecom.com> wrote:

Sean,

Glad to hear from you!

To answer your first question, the money back guarantee refers to the initial investment only, but in the unlikely case you weren't generating profits, your team wouldn't be requiring any more working capital to buy more inventory. They would instead be attempting to sell off each

item (through a multitude of strategies) and make you back your working capital that way.

To the second, returns are all automated and Amazon's policy for all third-party sellers is FOB destination.

Third, we get you exempt from manufacturer/wholesale taxes, and Amazon handles sales tax before paying you out biweekly, but you'll have to do tax reporting yourself when it's time. We also have a partner we can refer you to to help you with that.

Hope that helps to answer your questions!

Best,
Ryan

On Mon, Feb 7, 2022 at 11:01 PM Sean Ashby [redacted] wrote:

Ryan,

Thanks for the call.

Couple questions:
1. Money back guarantee: does this include the working capital?
2. How are returns handled? Is that automated? How are stolen packages etc handled. Basically FOB destination/FOB origin stuff is what I'm looking for.

3. Who handles financials and tax reporting?

Thanks,
Sean

Sent from my iPhone

Attachment F

[redacted]

From: Harlo Henfrey [redacted]
Sent: Thursday, June 6, 2024 5:54 PM
To: [redacted]
Subject: Fwd: Ascend Ecom: AMZ Welcome Email
Attachments: Amazon Seller Central Account Registration.pdf

You don't often get email from [redacted]@gmail.com. Learn why this is important

Here is the email where they told us to use Santosh

---------- Forwarded message ---------
From: **Chris Walden** [redacted]
Date: Thu, Jun 6, 2024 at 3:51 PM
Subject: Fwd: Ascend Ecom: AMZ Welcome Email
To: Harlo Henfrey [redacted]

---------- Forwarded message ---------
From: **Ascend Support** <support@ascendecom.com>
Date: Fri, Apr 8, 2022 at 4:33 PM
Subject: Ascend Ecom: AMZ Welcome Email
To: [redacted], [redacted]

Hello Chris, Sean,

Welcome to Ascend! A lot of exciting passive business opportunities ahead and we are eager to get this Amazon Automation venture started with you!

We will send invoice(s) for your onboarding fee and profit share via Bill.com. Please be advised that all payments via bill.com are done through ACH.

Note: The onboarding process will officially begin once the payment has been made.

1. The first step in getting started is to open an Amazon Seller Central account. If you do not have one, we have attached a file that will guide you through the process. If you already have one, please proceed to step 2.

2. We need you to contact Santosh, at Fintax who will, on your behalf, apply for a Resale certificate for you. All you need to do is shoot him an email at fintaxfao@gmail.com requesting for Resale certificates for your Business/LLC (State of Incorporation) and Texas (Prep center). It should not cost more than $70. Once he has provided these, please send it to us by emailing support@ascendecom.com.

Note: To register for a Texas resale certificate, you'll be required to provide your SSN as per https://comptroller.texas.gov/taxes/permit/

3. Next, please fill out the sheet here

4. In order to ensure a seamless approach to ordering without cancellations, we have set up a server in the central distribution warehouse that we will be purchasing your orders from. In order to make this operation run as seamless as possible, we require you to change your credit card billing address on the inventory purchasing credit card to our warehouse address, located at 1939 N Great SW Parkway, Grand Prairie, TX, 75050. Please also turn on paperless statements so we don't receive any hard copies of your credit card statements. This billing address change should be completed online and will ensure that the billing, delivery and the address of the IP making the orders matches, and will allow us to order volumes of products without any disruptions and cancellations. Please contact our team on Ryver once this has been completed.

Note: Please be advised that the credit card for your Amazon seller Central account should be different from the credit card that you use to purchase inventory. The reason is because we ask you at a later stage to change the billing address of the card you purchase inventory from to the warehouse address to reduce order cancellations from retailers and we do not want the billing address to match any of our existing clients and cause any unexpected delays.

Let us know if you have any questions. We are here to help. We will create a group chat on **Ryver (our primary communication platform)** so that we can easily communicate in case you have any questions for us. Please wait for your exclusive group invitation to your Ryver team that will be sent to your email address. If you didn't receive the invite on your email's inbox, please check your spam/junk folder. Once received, simply follow the instructions to set up your account and install the Ryver app on your mobile device.

Note: Our operating hours are from 9:00 AM – 5:00 PM (EST) - Weekdays, our staff won't be able to immediately respond via email and Ryver outside said hours. To ensure that your concerns/requests are properly logged and easy to reference when our staff becomes available, kindly submit a Support Request using the **Form**.

If you need help with funding, we have a funding partner that charges $2,500 + 7-10% of the funding amount which has given clients up to $200k+ funding with a 730+ credit score.

Alternatively, we have a contact at American Express who has helped many of our clients receive funding.

Regards,

Annelyn Tanay
Client Relations Associate at Ascend Ecom

W www.ascendecom.com E support@ascendecom.com
A 2219 Main St. Santa Monica, CA

--
Chris Walden

Attachment G

On Feb 21, 2022, at 3:44 PM, Ryan Coval <ryan@ascendecom.com> wrote:

Sean,

I forgot to mention, but the same co-founder I mentioned in the previous email recently did a new interview/zoom chat with one of our current clients, and I think it might be a good resource for you to take a look at to get a better feel for what it's like to be an Ascend partner around the one year mark of a store's lifespan.

https://www.youtube.com/watch?v=VQ7zikNZi_c

Best,
Ryan

On Mon, Feb 21, 2022 at 1:41 PM Ryan Coval <ryan@ascendecom.com> wrote:

Sean,

That's the correct Ascend,

Sent that link to our co-founder Will Basta, he mentioned that the Ascend entity itself was formed in early 2021, and that we were under a different company entity for a little while prior to expanding our marketing and branding.

He also said he would be more than happy to explain that directly if you'd like!

Best,
Ryan

On Sun, Feb 20, 2022 at 11:20 AM Sean Ashby [redacted] wrote:

Thanks,

Check this out though: https://opencorporates.com/companies/us_wy/2021-000982903

Do I have the wrong Ascend?

Thanks,
Sean

Sent from my iPhone

> On Feb 17, 2022, at 1:29 PM, Ryan Coval <ryan@ascendecom.com> wrote:
>
> Sean
>
> Ascend has been in business for 26 months, with ~30 stores having reached the end of their contract and gone through the renewal vs exit the market decision making period (which is at month 22), and the majority have sold their businesses.
>
> I don't have exact numbers on how many clients have hit the break even mark but I would make a confident assumption and say all of the clients who have hit that year mark have made back their initial investment if they are keeping their passive income — especially since most stores break even 2-3 months before the year mark.
>
> Sometimes it's a little faster or slower depending on the time of the year (ex. e-commerce traffic during holiday season is very high) but overall each store's performance is pretty typical across the board.
>
> Hope that helps!
>
> Best,
> Ryan
>
> On Thu, Feb 17, 2022 at 11:55 AM Sean Ashby [redacted] wrote:
>
> Another question: how long has ascend been in business? I see filings from 2/22/21. So if break even time is about 12 months how many of your customers just hit break even? How many have sold their platforms successfully?
>
> Sent from my iPhone

Attachment H

On Feb 22, 2022, at 2:17 PM, Ryan Coval <ryan@ascendecom.com> wrote:

Sean,

My apologies for the mix up. I thought I had already sent you James' contact information. His name is James Johnson and his phone number is [redacted]

Also I completely understand the risk, and I am here to help you learn as much as I can about Ascend with the resources and knowledge available to me.

I should've made this more clear in my last email, but the reason I mentioned our co-founder as a resource is because he's someone who would have clearance to potentially share a store link with you.

Sorry again for the mix up!

Best,
Ryan

On Tue, Feb 22, 2022 at 2:49 PM Sean Ashby [redacted] wrote:

I'm interested or else I would stop communicating.

I would be interested to talk to a co-founder, but only after I talk to a customer reference.

I have no intention of undercutting someone's business but I understand the risk. I hope you understand the risk of me sending ~$70k to someone without any customer reference calls or due diligence.

Let me know how I can contact James?

Thanks,
Sean

Sent from my iPhone

> On Feb 22, 2022, at 12:03 PM, Ryan Coval <ryan@ascendecom.com> wrote:
>
> Sean,
>
> Unfortunately we have a company policy against sharing links to our clients stores since we get a lot of clients with prior e-commerce experience and don't want to run the risk of our client's stores being undercut with regards to product sourcing.
>
> Also, James is the only client we currently have who has agreed to give out his contact info at the moment; however if at any point you'd like to review an agreement, I would be more than happy to arrange a chat between one of our co-founders and yourself if you think that might be worthwhile!
>
> Best,

Ryan

On Mon, Feb 21, 2022 at 5:13 PM Sean Ashby [redacted] wrote:

Ryan,

Thanks for the link. Can you send me an example of someone's online store? Also do you have any current customers like James that would be willing to do a reference call with me?

Thanks,
Sean

Sent from my iPhone

Attachment I

Amazon FBA Management Agreement



Prepared for:
Harlo Henfrey LLC
Created by:
Ascend Ecom LLC

1. Services & Deliverables

The Manager agrees that it shall provide the Client with Management services including the skills, guidance, expertise, know-how, and deliverables for which it is commissioned.
As part of this Management agreement, the Manager agrees to the following deliverables:

Services (from Manager)	Cost (to client)
Amazon Store Build + FBA product sourcing	$40000
Amazon Store Management + Growth	30% Of Monthly Net Profits
Reseller Certificate	$50.00-100.00
Ungating	$7000
Private Label Product (Optional)	$7000
Monthly Software fee (subject to change)	$89-$300

By signing this Consulting Agreement, it is the agreement of both parties that the services and deliverables listed above represent an accurate scope of work as defined by the terms of this agreement.

AMAZON MASTER SERVICES AGREEMENT

This Amazon Master Services Agreement (this "Agreement"), dated and effective as of the last date identified on the signature page below to this Agreement ("Effective Date"), is entered into by and between Ascend Ecom LLC, a Wyoming Limited Liability Company (hereafter referred to as "Manager"), and the individual or entity set forth on the signature page attached hereto (hereafter referred to as "Client"). Manager and Client are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

BACKGROUND

WHEREAS, Amazon.com is a website that allows users to buy and sell products. Amazon.com uses an infrastructure that permits, buying, selling, storage, and shipping.

WHEREAS, Manager is engaged in providing Amazon.com seller account management services. Manager desires to provide Client with Amazon.com seller account management services, and Client is willing and desires to retain Manager to provide Amazon.com seller account management services as outlined in this Agreement.

NOW, THEREFORE, for and in consideration of mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties here to, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. MANAGER SERVICES

1.1 Services. The Manager agrees to provide, but is not limited to, the following services to fully prepare, manage, and operate a Amazon.com store on behalf of Client:

· Amazon.com Store Approval Services

· Reseller Certificate Services

· Product research, sourcing, selecting and listing of products for sale on amazon.com

· Sourcing Wholesale Contracts on behalf of client, (tracked via CRM)

· Handling customer service, returns, issuing refunds, bookkeeping, and handling all issues that arise concerning Client's Amazon.com seller account including customer claims, chargebacks, and negative feedback

· Provide oversight of the store and its financial performance and provide proper billing for account management services as described in Section 2.5.

· In the rare and unlikely event Client's amazon.com store becomes suspended, Manager will handle all duties to reinstate store for active sales, but there are no guarantees of reinstatement. If amazon.com permanently suspends Client's store for any reason, Manager will build Client another e-commerce store (whether that be another amazon.com store, Walmart Store or other) at no additional cost.

The Manager retains the right to provide and use an outside contractor at the Manager's discretion without notifying the Client as long as the services are being provided as stated above (the "Services").

1.2 Independent Contractor Status. The Parties are not entering into a partnership or joint venture by virtue of this Agreement. In all matters covered by this Agreement, Manager will act as an independent contractor. Accordingly, Manager will not be required to devote its full time to representing Client. Manager may perform the same or similar services for others, as well as engage in any other business activities.

1.3 Non-Exclusive Services. Manager's services hereunder shall not be exclusive to Client, and at all times Manager shall be free to perform the same or similar services for others, as well as to engage in any and all other business activities, provided that such other activities do not interfere with Manager's services to Client hereunder.

1.4 No Financial Responsibility. In no event shall Manager be responsible for payment of any kind or any other obligation under Client's credit cards or working capital, all of which payment obligations shall be solely that of Client. Manager also does not provide financial or tax advice to Client.

1.5 Best Efforts. Manager will service Client in a professional manner and to the best of its abilities. Manager cannot and does not guarantee the outcome of its services. Manager cannot and does not guarantee that Client will generate a certain amount of income.

2. CLIENT REQUIREMENTS

2.1 Account Setup Requirements. Prior to Manager's performance of the Services outlined above, Client shall assist Manager with establishing a Amazon.com seller account (the "Account") to be owned by Client and prepare and execute the necessary documentation and fulfill all other requirements necessary in order to establish Manager and its representatives as an "authorized user" on the Account, with full access and privileges to the Account.

2.2 Access to Working Capital. Client will use best efforts to obtain and maintain, for the duration of this Agreement, credit cards issued through the United States federally insured banking institution or other working capital with a minimum credit line of at least $30,000 USD to be used to purchase goods for resale on Client's amazon.com store. Client shall notify Manager if Client uses this credit / working capital for any reason outside the scope of this agreement. This minimum credit must be maintained and fully accessible to Manager throughout the duration of the term in order for the buyback guarantee to remain valid. Client must provide the Manager with credit/debit card and billing information for the Manager to fulfill orders and monthly supplier / third party software and Amazon.com professional seller fees. Client shall pay off the credit cards / working capital fully to the extent possible from Amazon.com store revenues within 3 business days after Amazon.com remits payments to Client, typically every two weeks.

2.3 Initial Service Fee. Client will pay Manager an initial service fee of $ 54000 USD, of which $ 54000 is due upon signing of this agreement to initiate Manager's services to build Client's Amazon.com store and obtain Amazon.com store approval, in conjunction with Section 2.1 above. This initial service fee is fully refundable if client is unsuccessful obtaining approval to become an Amazon.com Seller. Manager is not obligated to initiate any work until this upfront service fee is paid by Client.

2.4 Ongoing Compensation. Manager provides ongoing services to maintain and operate Client's Amazon.com store in exchange for a commission share (30%) of Net Profits, as defined below. Commission is payable on all net compensation/profits when it is received by Client or by any third Party on Client's behalf minus returns & supplier software cost. Manager will provide the Client with a written statement of account showing the net compensation/profits received by Manager on Client's behalf and the expenses (if any) incurred by Manager under this Agreement. Client's payment to Manager is due upon receipt.

2.5 Optional Payment for Additional Profit Share. After Client's Amazon.com store has been operational for at least 3 months, Client has the option to pay Manager an additional $5,000 to reduce Manager's ongoing compensation commission share by 5%. Client may additionally offer to pay Manager an additional $5,000 for another 5% commission share, which Manager has sole discretion whether to accept. To enact this optional payment to reduce Manager's commission share, Client must submit this notice in writing and submit payment to Manager no less than 30 days prior to enactment, but in all cases the change in Manager's commission share will be enacted at the beginning of the following month after 30 days from Client's written request.

2.6 Store Access and Functionality. Client must provide Manager with full access to its Amazon.com account via Amazon.com's "User Permissions" to grant Manager "admin access" to the Amazon.com account. Unless Manager provides written consent: (i) at no time shall Client Pause its Store, allow for a Suspension, or place its Amazon account or Store in Vacation Mode, such terms being defined or referenced on the amazon website or in other written materials made available to Client, and (ii) Client shall not allow its Store to remain shut down for more than sixty (60) days during the term of this Agreement.

2.7 Engagement. Client agrees to not engage any other person or entity to act for Client in the same capacity in which Client has engaged Manager for Amazon.com account management services or otherwise. Client shall reasonably inform Manager of inquiries concerning Manager's services so that Manager may advise Client whether the same are compatible with and in the interests of Client's.

2.8 Entity Formation. Client is responsible for any business formation/management concerning its own affairs, including but not limited to: entity formation, obtaining an employer identification number, and

obtaining a resale certificate.

3. TERM, TERMINATION, AND REFUND OPTION

3.1 Term and Termination. The initial term of this Agreement will be for 24 months to begin once Client's Amazon.com store has been approved and launched with products actively listed for sale. The term shall pause if for any reason the Client's Amazon.com store becomes suspended or no longer active, or if client is not providing at least $30,000 in working capital monthly for inventory after the 6 month mark since launch, the term will then continue to run once Client once again has an active ecommerce store operating with products actively listed for sale and sufficient working capital of $30,000. The term will automatically renew for an additional 12 months, unless Client or Manager provide written notice of termination for any reason with 60 days notice.

3.2 Option to Request Buyback. After the initial 24-month term, if the Client has not made back their initial service fee of $ 54000 in their allocated share of Net Profits, Client has the option to request the Manager to buy the Client's amazon.com account store within a 45-day period following the 24th month. To exercise this buyback option, Client must notify Manager of that election in writing. Manager will refund the remaining portion of the initial service fee that was not recovered by Client from any Net Profit and "cash back" credits earned from Client's credit cards used on Client's Amazon.com store business, provided that (1) Client has not engaged in any act that interferes or interfered with the operation of the Client's Amazon.com store or of the Manager's services or which would be in material breach of this Agreement, including, without limitation, a suspension of Client's Amazon.com store for any reason other than the occurrence of a Prohibited Action, and (2) this Agreement remains in full force and effect at the time Client exercises this refund option. The Parties further agree that under no circumstances shall this refund amount exceed the initial service fee.

3.3 Client's Sale of Store. If Client decides to sell the store to a buyer at any time during or after term of agreement, Manager will provide a " transitional period" of 45 days where Manager will provide business plan and educational /transfer services of Amazon operation to said buyer as well as assistance in sourcing a buyer. Manager will be owed 10% commission of the sale of the store.

4. NET PROFIT STATEMENT

4.1 Statement of Invoice. Clients will receive a statement with an invoice on the first of the month detailing Client's Net Profits and Manager's commission share to be paid by Client. Payment to Manager from Client will be due no later than 5 days (five days) from receipt of invoice. If client fails to pay within 5 days (five days) a late fee of 5% (five percent) will be incurred on payment due.

4.2 Net Profit. Net Profit is defined as total sales, less cost of goods sold, less Amazon.com professional seller fees, less supplier / third party software costs, multiplied by the commission percentage as per Section 2.5 of this Agreement.

4.3 Seller Fees and Software Costs. The Amazon.com professional seller fees and supplier / third party software costs are taken into account within the Net Profit calculation before Manager's commission rate as stated in Section 2.5 is applied. Amazon.com professional seller fees are outlined on Amazon.com's seller website and are not subject to Manager's control. The supplier / third party software costs start at $0/month for the first 30 days but are not guaranteed to remain constant throughout the term.

5. DEFAULT

5.1 Manager Default. Manager will not be liable or deemed in default under this agreement for any failure to perform or delay in performing any of its obligations due to, or arising out of any act not within its control, including, without limitation, unexpected Amazon Seller Central termination or suspension of clients store by Amazon.com. No refunds will be given; Client will be provided alternative options such as a new ecommerce store with no upfront commission cost.

5.2 Client Default. Client shall be considered in default and material breach of this contract if it engages or permits any conduct that results in Manager being unable to access Client's Amazon.com account for a period of three (3) days, or does not pay Manager the ongoing commission share earned within thirty (30) days of invoice.

6. MISCELLANEOUS

6.1 Authority to Act. Client authorizes Manager to act for Client by doing the following: product research; listing products for sale; fulfilling orders when products are sold; handling customer service; handling returns; issuing refunds; bookkeeping; and handling all issues that arise concerning Client's Amazon.com account including A to Z claims, chargebacks, and negative feedback.

6.2 Rescission and Refund. Client is entitled to a three (3) calendar day rescission period and entitled to cancel the contract. After the three (3) calendar day rescission period has passed the Client will not be entitled to a refund.

6.3 Assignment. Neither Client nor Manager has the right to assign this Agreement or any rights or obligations under the Agreement without the express written consent of the other, except that Manager may assign this Agreement without Client's consent to any firm, corporation or other entity of which Manager is an officer, partner, employee, or consultant.

6.4 No Encumbrances. Each Party warrants that it is free to enter into and to perform under this Agreement and to grant the rights, options, powers and privileges herein granted, and to perform every service described in this Agreement, and neither Party is a party to any presently existing contract, nor has or will have any obligation, that would interfere with full performance of the terms of this Agreement.

6.5 Indemnification. In the event that either Party hereto does not fully perform or cause to be performed any agreement or obligation undertaken by such Party hereunder (the "Indemnitor"), the Indemnitor agrees to indemnify, defend and hold the other Party hereto (the "Indemnitee") harmless from any and all claims, demands, actions, judgments and awards against the Indemnitee by third Parties in connection with such non-performance. In connection with the foregoing indemnity, the Indemnitee agrees to give the Indemnitor prompt written notice of any claim against the Indemnitee. Further, the Indemnitor shall not be liable for such indemnity unless such claim has been adjudicated in a court of competent jurisdiction and reduced to a final adverse judgment, arbitrated pursuant to any agreement requiring arbitration and resulting in a final binding award, or settled with the Indemnitor's prior written consent, which consent shall not be unreasonably withheld.

6.6 Additional Services. All services outside the scope of this Agreement that are requested by Client and which Manager agrees to perform will be billed at a separate negotiated rate. Client will be notified and must approve in writing additional services before they will be performed, although Manager may not necessarily be able to inform Client in advance of the total cost of such additional services. These additional services include but are not limited to; dropshipping, private label , additional wholesale brands.

6.7 Limitation of Liability. Manager shall not be liable for any incidental, consequential, indirect or special damages, or for the loss of profits or business interruptions caused or alleged to have been caused by the performance or nonperformance of Manager's services. Client agrees that, in the event that Manager is determined to be liable for any such loss, Client's sole remedy against Manager is limited to a refund of payments made by Client for services, less expenses paid to subcontractors or to third parties. Manager is not responsible for errors which result from faulty or incomplete information supplied to Manager by Client. Client also agrees to not seek damages in excess of the contractually agreed upon limitations directly or indirectly through suits by or against other parties. Manager shall not be liable to Client for any costs, damages or delays due to causes beyond its control, expressly

including without limitation, unknown site characteristics; changes in policies, changes in terms of service, and viruses.

6.8 Disputes and Governing Law. The Parties agree that any dispute regarding this Agreement, and any claim made by Client for return of fees paid to Manager, shall be handled in accordance with applicable State and Federal Laws. This Agreement and the rights and obligations of the Parties hereunder shall be governed by and construed and enforced in accordance with the laws of Sheridan County in the State of Wyoming applicable to contracts made and to be performed wholly within such state.

6.9 Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach hereof, on behalf of the Client shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

6.10 Entire Agreement. This Agreement constitutes the entire agreement between the Parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by the Parties.

6.11 Severability. Any provision of this Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective only to the extent of such invalidity, illegality or unenforceability, and shall not in any manner affect the remaining provisions hereof in such jurisdiction or render any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

6.12 Independent Counsel. The Parties acknowledge that they had the right and adequate time to have independent legal counsel of their own choosing review and advise on this Agreement prior to execution.

6.13 Counterparts. This Agreement may be executed in one or more counterparts. All such counterparts shall constitute one agreement binding on the Parties notwithstanding that both of the Parties are not signatories to the original or same counterpart. Signatures provided by facsimile or electronic transmission shall have the same force and effect as original signatures and shall be binding upon the Parties. The Agreement shall be considered executed and binding once one of the Parties possesses an Agreement that expresses signatures by all Parties.

By signing below, the undersigned acknowledge reading, understanding, and agreeing to the terms of this Agreement thereby causing it to be executed once signed by all Parties.

IN WITNESS WHEREOF, by the execution of both parties below, this consulting agreement is declared valid and will form a part of the Contract in conjunction with any other relevant documents and agreements presented on behalf of either party.

Harlo Henfrey LLC		Ascend Ecom LLC
X Sean Ashby	Chris Walden	X
By: Sean Ashby	Chris Walden	By: Ascend Ecom LLC
Date: 2022-04-08	2022-04-08	Date: 2022-04-08

Signature Certificate

Reference number: VJMRK-M4HWR-Q7GHH-MVTXC

Signer	Timestamp	Signature
Chris Walden Email: [redacted]		Chris Walden [redacted] Location: Phoenix, United States
Sent:	08 Apr 2022 14:03:08 UTC	
Viewed:	08 Apr 2022 14:06:32 UTC	
Signed:	08 Apr 2022 16:52:41 UTC	
Sean Ashby Email: [redacted]		Sean Ashby [redacted] Location: Bellevue, United States
Sent:	08 Apr 2022 14:03:08 UTC	
Viewed:	08 Apr 2022 16:35:10 UTC	
Signed:	08 Apr 2022 16:54:05 UTC	
Will Basta Email: will@ascendecom.com		IP address: 49.148.139.121 Location: Iligan City, Philippines
Sent:	08 Apr 2022 14:03:08 UTC	
Viewed:	08 Apr 2022 14:03:16 UTC	
Signed:	08 Apr 2022 23:17:50 UTC	

Document completed by all parties on:
08 Apr 2022 23:17:50 UTC

Page 1 of 1

Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 30,000+ companies worldwide.

Attachment J

CHASE PRIVATE CLIENT

April 01, 2022 through April 29, 2022
Account Number: [redacted]

TRANSACTION DETAIL (continued)

DATE	DESCRIPTION	AMOUNT	BALANCE
04/28	04/28 Online Domestic Wire Transfer A/C: Ascend Ecom LLC Sheridan WY 82801-5777 US Ref: Invoice 041422-01 Harlo Henfrey LLC/Bnf/Fbo: Ascend Ecom LLC - Invoice 041422-01 Harlo Henfrey LLC Trn: [redacted]	-54,000.00	[redacted]
[redacted]			
	Ending Balance		[redacted]

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS: Call us at 1-866-564-2262 or write us at the address on the front of this statement (non-personal accounts contact Customer Service) immediately if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt.
For personal accounts only: We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- A description of the error or transfer you are unsure of, why you believe it is an error, or why you need more information.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC TRANSACTIONS: Contact the bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing no later than 30 days after the statement was made available to you. For more complete details, see the Account Rules and Regulations or other applicable account agreement that governs your account. Deposit products and services are offered by JPMorgan Chase Bank, N.A. Member FDIC

EQUAL HOUSING LENDER

JPMorgan Chase Bank, N.A. Member FDIC

EX 1
66

Attachment K

Gmail Harlo Henfrey [redacted]

Call Request for Will Basta and Jeremy Leung

8 messages

Harlo Henfrey [redacted] Thu, Sep 29, 2022 at 9:20 AM
To: support@ascendecom.com
Cc: Sean Ashby [redacted], Raymond Villanueva <raymond@ascendecom.com>

Will and Jeremy,

My name is Chris Walden and my partner is Sean Ashby. Our store is called Harlo Henfrey. Will, I met you at the Dallas warehouse in the spring for an hour or so as a potential investor.

We are experiencing many issues with our store and lack of communication and management. We are starting to lose faith in this process and would appreciate some answers. The people we have been guided towards to have contact with are not getting us answers. We have outstanding issues and requests dating back to as early as the end of June and would really appreciate some clarity and transparency on the process and where our store stands. Because right now we feel as though we are getting lots of smoke blown up our ass.

We would greatly appreciate if one or both of you wouldn't mind getting on a phone call with us to review what is going on with Ascend and our store and the process and expectations going forward. Thank you for your time.

Regards,
Chris Walden & Sean Ashby

Ascend Support <support@ascendecom.com> Thu, Sep 29, 2022 at 2:05 PM
To: Harlo Henfrey [redacted]

Hello Chris and Sean,

Hope all is well. As the founders of Ascend are running an organization with nearly 500 clients and hundreds of employees, we would like to apologize if Will and Jeremy currently don't have enough bandwidth for client calls. That being said, all elevated concerns are still being raised to their desk for their input. Our team is well aware of your concerns and will be addressing them. Given that the team insight is much deeper into your specific store's current state than the founders, a call with the founders would not be necessary. We hope you understand and give us the chance to get this resolved for you.

Regards,

ASCEND

Marlon Malonzo
Client Relations Associate at Ascend Ecom

W www.ascendecom.com **E** support@ascendecom.com
A 2219 Main St. Santa Monica, CA

[Quoted text hidden]

Harlo Henfrey [redacted] Thu, Sep 29, 2022 at 3:05 PM
To: Sean Ashby [redacted]

[Quoted text hidden]

Sean Ashby <[redacted]>
To: Harlo Henfrey <[redacted]>
Thu, Sep 29, 2022 at 3:09 PM

Wtf man

Sent from my iPhone

On Sep 29, 2022, at 3:06 PM, Harlo Henfrey <[redacted]> wrote:

[Quoted te t hidden]

Sean Ashby [redacted]
To: support@ascendecom.com
Cc: Harlo Henfrey [redacted]
Fri, Sep 30, 2022 at 10:28 AM

Ascend team,

This is extremely frustrating. We've been asking simple questions as to why our store is seemingly not being managed and getting the same response every week for at least 3-4 weeks "We will check with your store manager and see what is going on".

I see Will and your marketing team posting videos about integrity and transparency and that being a pillar of your go to market strategy - then why are we not getting any transparency? Will made plenty of time for us before we gave you guys $54k - now he can't get on a 20 minute call with us to help explain what the strategy is moving forward? At this rate our initial investment won't even be paid back in 2 years.

You said Will and/or Jeremy are watching this e-mail - please SET UP a call with us to assuage our concerns. This is a substantial sum of money and the lack of actual answers is alarming at this point. If you have time to make instagram posts you have 20 minutes to set a zoom up with us and take a look at our store and tell us what is going on.

Please set up a call with the founders and us and make it for next week.

Thanks,

Sean
[Quoted te t hidden]

Will Basta <will@ascendecom.com>
To: Raymond Villanueva <raymond@ascendecom.com>, [redacted]
Fri, Sep 30, 2022 at 11:34 AM

Hi All,

Thanks for your email. I am going to echo what my team said. I do not have time for calls with clients. If I took calls with clients, I would not have time to eat my lunch. A lot has changed since we met in person, we are bigger, more expansive and we have more resources for clients. As well as a team that is extremely well equipped to diagnose and resolve issues.I simply cannot take any client calls, it also will bring 0 benefit as I don't have direct insight. To address some initial thoughts:

1) We are 3 months into sales, the slow performance is not unusual, thi is how it goes. Patience in the first 3-6 months is crucial here. I can't stress that more.
2) FBM is crucial for us to accelerate your business into stronger revenue numbers, now that it's been established for a few months. Therefore **pirateship** is needed. If we do not get **pirateship,** you will be missing out on thousands of dollars of revenue this year.
3) I know the clickup transition is not easy , but this program is for the betterment of your business and insight, so please bear with us as we figure out the kinks.
4) Any other issues not addressed, my team will be handling and I made them aware to address these ASAP.

My inbox is pretty wild, so I most likely won't be able to respond after this. My team will handle it from here. You guys are in good hands, just have to let these initial stages play out. We are seeing success across the board for established businesses.

Thanks,

Will

ll
[Quoted text hidden]

--



Will Basta
Co-Founder & CRO at Ascend Ecom

W www.ascendecom.com **E** will@ascendecom.com
A 2219 Main St. Santa Monica, CA

Calendar Coordinated by: Mia@ascendecom.com

Sean Ashby [redacted] Fri, Sep 30, 2022 at 12:10 PM
To: Will Basta <will@ascendecom.com>
Cc: Raymond Villanueva <raymond@ascendecom.com>, [redacted]

Thank you for replying Will,

Raymond please go ahead with pirate ship.

I still think there might be a couple small issues that are unresolved with the previous products.

Overall I would like to see more product moving through our store so however you guys (ascend) think is best is what we will do.

Please confirm moving in that direction (Raymond).

Thanks team,

Sean

Sent from my iPhone

> On Sep 30, 2022, at 11:35 AM, Will Basta <will@ascendecom.com> wrote:
>
> [Quoted text hidden]

Raymond Villanueva <raymond@ascendecom.com> Fri, Sep 30, 2022 at 12:44 PM
To: Sean Ashby [redacted]
Cc: Will Basta <will@ascendecom.com>, [redacted]

Hi Sean,

Thank you for the update. We'll go ahead and get this set up for you so that we can get the FBM items available the soonest.

Regards,

Raymond Villanueva
Chief VIP Officer at Ascend Ecom

W www.ascendecom.com **E** support@ascendecom.com
A 2219 Main St. Santa Monica, CA

[Quoted text hidden]

Gmail Harlo Henfrey [redacted]

Harlo Henfrey Update

10 messages

Harlo Henfrey [redacted] Wed, Oct 5, 2022 at 8:50 AM
To: Raymond Villanueva <raymond@ascendecom.com>, malaya@ascendecon.com, Sean Ashby
[redacted]

Raymond and Malaya,

After our phone conversation last week, it was discussed you would provide us an update this week. Where do we stand on our outstanding issues? I would like to get away from having weekly phone calls, but if nothing is getting accomplished on what we have discussed the past 2 months then I would ask we continue to have those. Please let me know where we stand.

Thanks,
Chris

Mail Delivery Subsystem <mailer-daemon@googlemail.com> Wed, Oct 5, 2022 at 8:50 AM
To: [redacted]

Address not found

Your message wasn't delivered to **malaya@ascendecon.com** because the domain ascendecon.com couldn't be found. Check for typos or unnecessary spaces and try again.

LEARN MORE

The response was:

```
DNS Error: DNS type 'mx' lookup of ascendecon.com responded with code NXDOMAIN Domain name not found: ascendecon.com Learn more at https://support.google.com/mail/?p=BadRcptDomain
```

Final-Recipient: rfc822; malaya@ascendecon.com
Action: failed
Status: 5.1.2
Diagnostic-Code: smtp; DNS Error: DNS type 'mx' lookup of ascendecon.com responded with code NXDOMAIN Domain name not found: ascendecon.com Learn more at https://support.google.com/mail/?p=BadRcptDomain
Last-Attempt-Date: Wed, 05 Oct 2022 08:50:21 -0700 (PDT)

---------- Forwarded message ----------

From: Harlo Henfrey [redacted]
To: Raymond Villanueva <raymond@ascendecom.com>, malaya@ascendecon.com, Sean Ashby [redacted]
Cc:
Bcc:
Date: Wed, 5 Oct 2022 08:50:10 -0700
Subject: Harlo Henfrey Update
Raymond and Malaya,

After our phone conversation last week, it was discussed you would provide us an update this week. Where do we stand on our outstanding issues? I would like to get away from having weekly phone calls, but if nothing is getting accomplished on what we have discussed the past 2 months then I would ask we continue to have those. Please let me know where we stand.

Thanks,
Chris

Harlo Henfrey [redacted] Wed, Oct 5, 2022 at 9:14 AM
To: malaya@ascendecom.com

(spelled your email wrong the first time)
[Quoted te t hidden]

Malaya Williams <malaya@ascendecom.com> Thu, Oct 6, 2022 at 8:11 AM
To: Ascend Support <support@ascendecom.com>, Harlo Henfrey [redacted], Raymond Villanueva <raymond@ascendecom.com>

Hello here are updates we have received from your team !

Chris Walden & Sean Ashby | Harlo Henfrey LLC
Updates:
1. Click Up Data: The store team acknowledged this and will start uploading starting Sept 29 as soon as they can. Their assigned CRT person is Marlon and he's been communicating daily with the store team and following up for the uploads since there's still none.

2. High Frequency Reselling Program - The store team acknowledged that they will not do Pirateship powered FBM at this time.

3. Missing Erasers - (Oct 5, 2022) The store team said that they will contact the supplier to refund the missing 72 units (152 boxes).

4. New Inventory Purchase - (Oct 5, 2022) The store team said that they will purchase new profitable inventory for the client this week.

5. Slow Moving Inventory - (Oct 5, 2022) The store team said that they will assign their repricing manager to the store to reprice their items to boost sales and try to get buybox offers. In case this does not boost sales, they can try to sell it via regular FBM, but they're hoping the repricing would help boost sales this month.

6. Returned Squeeze bottles - (Oct 5, 2022) They're going to have it repackaged correctly and then relist them on FBA but they will monitor to see if it would affect the margins negatively due to repacking and would just do regular FBM for them if that would be the case.
[Quoted text hidden]

Harlo Henfrey [redacted] Thu, Oct 6, 2022 at 8:48 AM
To: Malaya Williams <malaya@ascendecom.com>
Cc: Ascend Support <support@ascendecom.com>, Raymond Villanueva <raymond@ascendecom.com>

Thank you very much for the thorough update. This is all encouraging updates. I have a few comments.

1. Click Up Data - we look forward to having this information uploaded as soon as possible. Sounds like Marlon is on it. Thank you.

2. High Frequency Reselling - I set up a Pirateship account last week and gave them the okay to please go ahead and implement this strategy. Can you please confirm they will begin implementing High Frequency Reselling?

3. Missing Erasers - Can you please have them add the 24 units (48 boxes) to our inventory? We are looking for a refund of **76 units (152 boxes)**.

4. New Inventory Purchase - That is great news. Do we have enough working capital? What is the average working capital per store?

5. Slow Moving Inventory - great news. I just saw a report from Amazon that said these items are incurring storage fees that are eating into our margins. The faster we move these the better. Whether it is FBA or FBM, let's move them.

6. Returned Squeeze Bottles - That sounds great. How many total bottles and how many units does the Dallas warehouse have?

Thank you all very much for these updates and staying on top of this for us.

-Chris

[Quoted text hidden]

Malaya Williams <malaya@ascendecom.com> Thu, Oct 6, 2022 at 9:01 AM
To: Harlo Henfrey [redacted]

Sorry there was a typo with the erasers it's a refund of 76 units (152 boxes) Correct , As far as the other concerns I am escalating it now so we can get these things done quickly as possible !
[Quoted text hidden]

Harlo Henfrey [redacted] Thu, Oct 6, 2022 at 9:27 AM
To: Malaya Williams <malaya@ascendecom.com>

Thank you!
[Quoted text hidden]

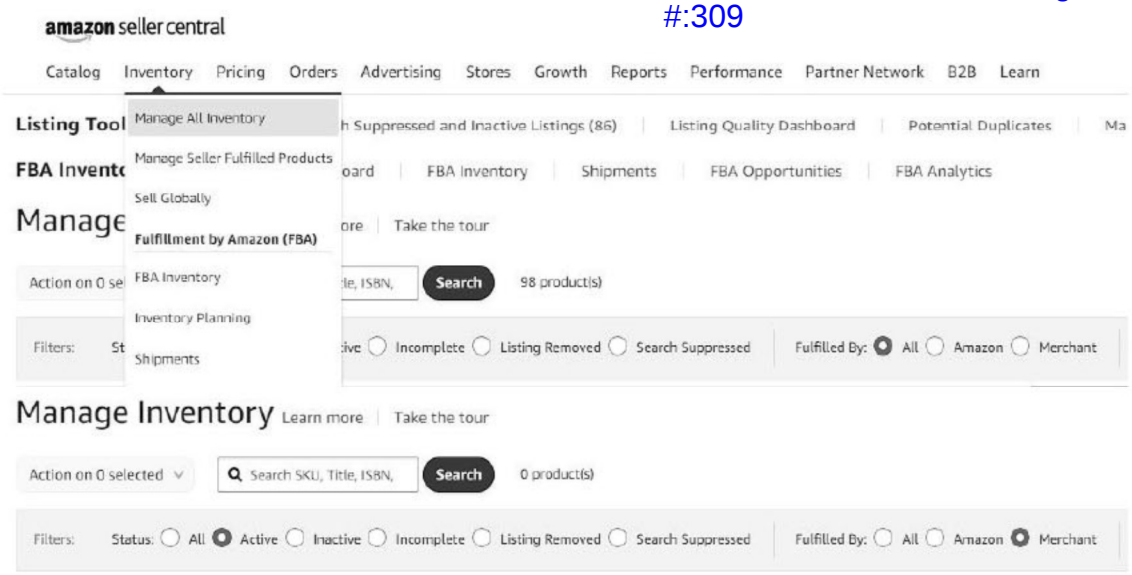
Ascend Support <support@ascendecom.com> Thu, Oct 6, 2022 at 1:20 PM
To: Harlo Henfrey [redacted]
Cc: Malaya Williams <malaya@ascendecom.com>, Raymond Villanueva <raymond@ascendecom.com>

Hello Chris,

Please see responses in blue font.

1. Click Up Data - we look forward to having this information uploaded as soon as possible. Sounds like Marlon is on it. Thank you.
We're definitely working with the team to get this completed, asap.

2. High Frequency Reselling - I set up a Pirateship account last week and gave them the okay to please go ahead and implement this strategy. Can you please confirm they will begin implementing High Frequency Reselling?
This should already be implemented as soon as our store managers determine the products to be placed under FBM. You can also keep track of those FBM items in your Amazon Seller Central Account by simply going to "manage all inventory" then just filter out "active" listings and fulfilled by "merchant". See sample screenshots below:



3. Missing Erasers - Can you please have them add the 24 units (48 boxes) to our inventory? We are looking for a refund of **76 units (152 boxes)**.
We have this forwarded to the team and we'll also validate the exact number of units to be issued for refund. Thank you for providing the details.

4. New Inventory Purchase - That is great news. Do we have enough working capital? What is the average working capital per store?
So far, we haven't gotten any advice yet but our store managers will let us know if we'll need more working capital. Also, we don't have the exact figures or average working capital per store, as it really varies on different factors we're considering like on which business model/s our clients would want to conform with, profitable products research, current products pricing or available promotions with identified suppliers, etc.

5. Slow Moving Inventory - great news. I just saw a report from Amazon that said these items are incurring storage fees that are eating into our margins. The faster we move these the better. Whether it is FBA or FBM, let's move them.
This is duly noted.

6. Returned Squeeze Bottles - That sounds great. How many total bottles and how many units does the Dallas warehouse have?
We'll get the specifics from our store managers and warehouse team.

Regards,

Marlon Malonzo
Client Relations Associate at Ascend Ecom

ASCEND

W www.ascendecom.com **E** support@ascendecom.com
A 2219 Main St. Santa Monica, CA

[Quoted text hidden]

Harlo Henfrey [redacted] Thu, Oct 6, 2022 at 3:43 PM
To: Ascend Support <support@ascendecom.com>
Cc: Malaya Williams <malaya@ascendecom.com>, Raymond Villanueva <raymond@ascendecom.com>, Sean Ashby [redacted]

Thank you Marlon!
[Quoted te t hidden]

Ascend Support <support@ascendecom.com> Thu, Oct 6, 2022 at 10:52 PM
To: Harlo Henfrey [redacted]

Cc: Malaya Williams <malaya@ascendecom.com>, Raymond Villanueva <raymond@ascendecom.com>, Sean Ashby [redacted]

You're welcome, Chris.

Regards,

Marlon Malonzo
Client Relations Associate at Ascend Ecom

W www.ascendecom.com **E** support@ascendecom.com
A 2219 Main St. Santa Monica, CA

[Quoted te t hidden]

Gmail Harlo Henfrey [redacted]

please schedule a call

Ascend Support <support@ascendecom.com> Thu, Nov 24, 2022 at 7:09 AM
To: Harlo Henfrey [redacted]
Cc: Raymond Villanueva <raymond@ascendecom.com>, Sean Ashby [redacted]

Hi Chris,

You're welcome!

I just wanted to let you know that the topics we had on the call are currently being worked on and as promised here are some of the updates:

1. Regarding the 24 units (48 boxes) of erasers - The store managers acknowledged the issue and they're coordinating this with the warehouse. This update was given yesterday and Krizzia is following up so this doesn't slip through the cracks again. These are possibly going to be sold via FBM so we don't have to wait to activate the listing through FBA.

2. Squeeze bottles - We're getting the shipping dates or tracking numbers for these as we type this message, the store team will provide this to Krizzia.

3. Unfulfilled orders - The store managers have also acknowledged the issue and checking possible options for the orders since it may be possible that the current supplier canceled our orders at the last minute. Moving forward FBM should be done with pre-purchased products.

4. New suppliers - The store team is currently researching suppliers to use aside from Webstuarant where we can still get good profitable items.

5. WhatsApp - The WhatsApp number has been acknowledged, thank you! We'll let you know if the Whatsapp group chat would proceed but rest assured we still have the email and message board as avenues for communication.

6. Amazon Seller Central Access - Please check if the invite has been accepted if not, we'll have it done as soon as possible.

The above is still mostly being worked on and Krizzia should be able to provide you with further updates as soon as new developments occur for items 1 to 4.

Please let us know if you have any questions or concerns. We're definitely working on this so we can give you more updates, for now, please enjoy your holiday. Have a great Thanksgiving!

Best regards,

Erwin Galang
Client Relations Associate at Ascend Ecom

ASCEND

W www.ascendecom.com **E** support@ascendecom.com
A 2219 Main St. Santa Monica, CA

[Quoted te t hidden]

Gmail Chris Walden [redacted]

Partnership Update

10 messages

Hannah Prem <hannah@ascendecom.com> Mon, Dec 12, 2022 at 5:23 PM
To: Hannah Prem <hannah@ascendecom.com>
Bcc: [redacted]

Hello,

My name is Hannah - Director of Strategic Operations and Client Services. I wanted to introduce myself and share an important update.

As a client of Ascend, we want to thank you for your continued support and trust. Over the past few months, we have made a strategic shift in our partnerships and vendor relationships.

A few months ago, we ended a partnership with Vinny - a previous partner that assisted with some of our ungating in the past, but due to poor management and performance of the ungating process, we had to let him go and move the entire process in house. This decision was made with the clients best interest in mind and with the intention of ensuring we provide the highest level of service and management possible.

Unfortunately, this previous partner is very disgruntled and has been sending phishing emails to clients pretending to be a client, requesting information, and sharing misinformation. If you receive an email from ungatingamazon@gmail.com - please do not respond or share any information. Please forward the email to support@ascendecom.com.

Any emails with the suffix @ascendecom.com are managed by our team. If you have any questions about the authenticity of emails, please feel free to contact support@ascendecom.com.

We appreciate your understanding of this situation. The Ascend team looks forward to exciting communication on company updates as we start the 2023 calendar year! We hope you have a great holiday season and new years.

Thank you,
Hannah Prem
--



ASCEND

Hannah Prem
Director of Strategic Operations & Client Services

www.ascendecom.com Hannah@ascendecom.com
2219 Main St. Santa Monica, CA





Sean Ashby [redacted] Mon, Dec 12, 2022 at 5:40 PM
To: Chris Walden [redacted]

Fyi if you didn't get this

Sent from my iPhone

Begin forwarded message:

From: Hannah Prem <hannah@ascendecom.com>
Date: December 12, 2022 at 4:24:07 PM PST
To: Hannah Prem <hannah@ascendecom.com>
Subject: Partnership Update

[Quoted text hidden]

Chris Walden [redacted] Mon, Dec 12, 2022 at 5:42 PM
To: Sean Ashby [redacted]

I did. Thank you. Thought it was spam lol

Sounds about right with how this shits been going…

-Chris Walden

On Dec 12, 2022, at 5:40 PM, Sean Ashby [redacted] wrote:

Fyi if you didn't get this
[Quoted text hidden]

Sean Ashby [redacted] Mon, Dec 12, 2022 at 5:44 PM
To: Hannah Prem <hannah@ascendecom.com>
Cc: Chris Walden [redacted]

Hey Hannah,

Is this why our account seems to be not doing so well?

Thanks,

Sean

Sent from my iPhone

On Dec 12, 2022, at 4:24 PM, Hannah Prem <hannah@ascendecom.com> wrote:

[Quoted te t hidden]

Hannah Prem <hannah@ascendecom.com> Thu, Dec 15, 2022 at 11:56 PM
To: Sean Ashby [redacted]
Cc: Chris Walden [redacted]

Hi Sean,

Looks like the team started to implement the FBM model but inventory purchases have been put on pause while we get the invoices requested. During Q4 Amazon experiences extremely long lead times of inventory check in and processing at their warehouses, ranging from 4-6 weeks when typically it is 2-4. Lots of sellers place a lot of pressure on the "hype" of the holiday season, but with Amazon's logistic shortages and backlog we expect FBA to ramp back up in the beginning of the new yaer.

Sincerely,
Hannah Prem
[Quoted text hidden]

Sean Ashby [redacted] Fri, Dec 16, 2022 at 12:20 AM
To: Hannah Prem <hannah@ascendecom.com>
Cc: Chris Walden [redacted]

Hannah,

No we put purchases on pause today. It's been at least 6 months and we haven't seen even close to break even on our initial investment. Putting purchases on pause until someone can tell us WHERE the items are that we already had purchased can't possibly account for the underperformance. Especially since we told the team today to give it a rest until they can show us what's going on.

Please let us know what else you can find?

Thanks,

Sean

Sent from my iPhone

> On Dec 15, 2022, at 10:56 PM, Hannah Prem <hannah@ascendecom.com> wrote:
>
> [Quoted text hidden]

Chris Walden [redacted] Fri, Dec 16, 2022 at 7:31 AM
To: Sean Ashby <[redacted]@gmail.com>
Cc: Hannah Prem [redacted]

Hannah,

We have not purchased any FBA inventory since July 27th even though this has been brought to the attention of the team almost weekly since then. We have placed no 'hype' on the team regarding any selling season although it sure would have been nice to take advantage of back to school and the holidays currently in swing. The only 'hype' we have ever placed is to buy us more inventory and they somehow only managed to get us locked out of the ONE supplier they ever purchased from for FBA items.

I do not believe you are getting the full story from your contacts at Ascend because I never placed a pause on purchasing inventory. What I said was (through WhatsApp) "Before I am charged for any more inventory I need an invoice for what you just charged me for and I also need answers to our outstanding items. Items that we are due money for either from the vendor or most likely from Ascend. I no longer consent to you charging my credit card to pay ascend ecom until these issues are resolved." To give you a little context, my credit card was charged $245.90 for the FBM inventory that was purchased AND sold in November. I never received an invoice to review and approve beforehand and quite frankly, I do not trust anyone at Ascend right now to have our best interests in mind.

Even though one of the three pillars of Ascend Ecom is transparency, I find it hard to believe this company practices what it preaches within and outside of the organization. It is clear it is not practiced outside of the organization because what we were sold on, what we thought we were investing in has not been the reality. In fact, the most transparent thing to date has been your email regarding the ungating employee situation.

We have inventory that is unaccounted for, purchased June 17th. All of it shows delivered timely to the first Dallas warehouse, however the warehouse says they don't have it. This is inventory we have paid for ($949.60) and have never

been able to sell, putting a strain on our working capital, something Ascend says is so important to have. We have been told the team is looking into what happened for quite some time now.

Early on in purchasing, we were paying sales tax even though the team was provided every necessary piece of information to give to the vendor to not charge us sales tax. The team then lied to us saying the vendor did not accept resale certificates when there was a link in the profile to upload said forms. It could not have been easier. I took care of it and got credits from the vendor on orders that were under 30 days old, however $212.09 of sales tax was paid and not reimbursed. Raymond assured me we would be reimbursed these dollars and we have seen none.

Hannah, I would love to set up a phone call with you to further explain and to try and resolve these issues as soon as possible. Unfortunately, there are more issues than these and getting resolution has been like pulling teeth and nonexistent.

Thank you,
Chris Walden
[Quoted te t hidden]
--
Chris Walden

Hannah Prem <hannah@ascendecom.com> Sun, Dec 18, 2022 at 10:35 PM
To: Sean Ashby [redacted]
Cc: Chris Walden [redacted]

Hi Sean,

Thank you for the insight. Let me connect with the team to get an update and get back to you.

Thank you,
Hannah
[Quoted text hidden]

Hannah Prem <hannah@ascendecom.com> Sun, Dec 18, 2022 at 10:40 PM
To: Chris Walden [redacted]
Cc: Sean Ashby [redacted]

Hi Chris,

My apologies for not seeing this before responding to Sean. Absolutely - let's set up a call this week to discuss further and review your account.

What availability do you have on Tuesday or Wednesday?

Thank you,
Hannah Prem
[Quoted text hidden]

Chris Walden [redacted] Mon, Dec 19, 2022 at 9:36 AM
To: Hannah Prem <hannah@ascendecom.com>
Cc: Sean Ashby [redacted]

Hi Hannah,

No problem. Are you available 10:30am MST on Wednesday?

Thank you,
Chris Walden
[Quoted te t hidden]
--
Chris Walden

Gmail Chris Walden [redacted]

ZOOM CALL Harlo Henfrey, LLC / Chris Walden

8 messages

Roland Aguilar <roland@ascendecom.com> Mon, Feb 27, 2023 at 12:23 PM
To: [redacted], Michael Garcia <Michael@ascendecom.com>

Hello Chris .
Thank you for reaching out to us regarding your recent experience. We are sorry to hear that you are not satisfied with the service you received, and we want to do everything we can to help rebuild your trust in our company.

We recognize that when your store doesn't perform well, we don't profit either, and we understand how frustrating that can be. That's why we are committed to doing everything we can to support you and help you succeed.

In the meantime, we would like to ask you what we can do specifically to help you feel more confident in our partnership moving forward. We value your feedback and want to ensure that we are meeting your needs in the best way possible. The screen shot attached is what I got from CLICKUP, please add any more information , if we had missed anything in our meeting . This has been forward as well to my management team . Micheal is our GM.

Thank you
Roland



Chris Walden.jpg
123K

Chris Walden [redacted] Mon, Feb 27, 2023 at 1:19 PM
To: Roland Aguilar <roland@ascendecom.com>
Cc: Michael Garcia <Michael@ascendecom.com>, Sean Ashby [redacted], "skye@ascendecom.com" <skye@ascendecom.com>

Hi Roland,

Thank you and Skye and Marlon for joining the meeting today and filling us in on the changes with Ascend along with some business updates. Sounds like you will have some time this week to be able to devote to Harlo Henfrey success and we appreciate that.

To follow up on the reimbursement, Skye mentioned it can be accomplished through Zelle. Please let me know who will need my Zelle information to process this reimbursement. To reiterate, some of these items for reimbursement stem from June/July 2022 (8 months ago) and have had a negative affect on our working capital since then.

Also, thank you for following up with Mark Munsi regarding the numerous e-mails I have sent in regards to our December FBM invoice and overcharge. I would like to see the excel sheet that supports the correct amount we are to be billed.

Like I had mentioned, our payment from Amazon last week was negative $40 - they charged my credit card. Our store is literally costing us money at the moment and this is not the first time our 'payment' from amazon was negative.

Another area of concern, to add onto the attachment, is Ungating. Our initial investment included $7,000 to be put towards ungating our store. We went through the initial process with Vinny (former employee) and we have seen no results. What is going to be done about that? What brands are we selling that are ungated?

At the end of the day, we want some Transparency, one of the 3 pillars Ascend preaches - it is in your logo afterall. Good, bad, indifferent, we just want to know what is actually going on and not that someone is working on it. Because that is all we have been told for 8 months.

We look forward to working directly with you and Skye to help turn this store around. Your enthusiasm for our success is the best thing we have heard lately and hopefully will produce results with you on our side.

Please send a link to the youtube video you eluded to where Will has some words for the investors. I cannot find it on the Ascend youtube channel and it was never sent directly to us as an email.

I am copying Sean Ashby, my business partner, on this e-mail if you can please include him on all further communication as well.

Thank you,
Chris Walden
[Quoted te t hidden]
--
Chris Walden

Sean Ashby [redacted] Mon, Feb 27, 2023 at 11:18 PM
To: Chris Walden [redacted]
Cc: Roland Aguilar <roland@ascendecom.com>, Michael Garcia <Michael@ascendecom.com>, skye@ascendecom.com

Ditto what Chris has to say below. I would like to see the YouTube Roland referenced on the call where you said Will apologized and is making changes.

Thanks,
Sean

Sent from my iPhone

> On Feb 27, 2023, at 12:19 PM, Chris Walden <[redacted]@gmail.com> wrote:
>
> [Quoted te t hidden]

Michael Garcia <michael@ascendecom.com> Tue, Feb 28, 2023 at 11:39 AM
To: Sean Ashby [redacted], Raymond Villanueva <raymond@ascendecom.com>
Cc: Chris Walden [redacted], Roland Aguilar <roland@ascendecom.com>, skye@ascendecom.com, Leadership <leadership@ascendecom.com>

Hi guys! Michael here. As I mentioned to Roland as a directive. I will be stepping in to give your store a much needed help to get things going on the right track.
@Raymond Villanueva Let's initiate this please. Let's start with a taskforce to assess the store as we need to get everything in order.

[Quoted text hidden]
--

Michael Garcia
General Manager | Site Dev | Operations at Ascend Ecom

ASCEND

www.ascendecom.com michael@ascendecom.com
2219 Main St Santa Monica, CA



Raymond Villanueva <raymond@ascendecom.com> Tue, Feb 28, 2023 at 11:53 AM
To: Michael Garcia <michael@ascendecom.com>
Cc: Sean Ashby [redacted], Chris Walden [redacted], Roland Aguilar <roland@ascendecom.com>, skye@ascendecom.com, Leadership <leadership@ascendecom.com>

Hi Chris,

Since we already have a WhatsApp group chat, I will start adding the rest of the management team on it so we can streamline the communication right away. We'll then proceed with the assessment of the store.

Please let us know if you have any questions.

Regards,

Raymond Villanueva
Chief VIP Officer, **Ascend Ecom**

ASCEND

www.ascendecom.com support@ascendecom.com
2219 Main St. Santa Monica, CA



[Quoted text hidden]

Chris Walden [redacted] Tue, Feb 28, 2023 at 2:52 PM
To: Raymond Villanueva <raymond@ascendecom.com>
Cc: Michael Garcia <michael@ascendecom.com>, Sean Ashby [redacted], Roland Aguilar <roland@ascendecom.com>, skye@ascendecom.com, Leadership <leadership@ascendecom.com>

Thank you all for addressing our concerns.
[Quoted text hidden]
--
Chris Walden

Mail Delivery Subsystem <mailer-daemon@googlemail.com> Tue, Feb 28, 2023 at 2:53 PM
To: [redacted]

Hello [redacted]

We're writing to let you know that the group you tried to contact (leadership) may not exist, or you may not have permission to post messages to the group. A few more details on why you weren't able to post:

* You might have spelled or formatted the group name incorrectly.

* The owner of the group may have removed this group.
* You may need to join the group before receiving permission to post.
* This group may not be open to posting.

If you have questions related to this or any other Google Group, visit the Help Center at https://support.google.com/a/ascendecom.com/bin/topic.py?topic=25838.

Thanks,

ascendecom.com admins

----- Original message -----

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Tue, 28 Feb 2023 13:53:08 -0800 (PST)
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From: Chris Walden [redacted] @gmail.com>
Date: Tue, 28 Feb 2023 14:52:56 -0700
Message-ID: <CAFau9f_tHKz+Mh9B=J2rdoW4v=jOS862WEuKqniJ+ByE18O1tQ@mail.gmail.com>
Subject: Re: ZOOM CALL Harlo Henfrey, LLC / Chris Walden
To: Raymond Villanueva <raymond@ascendecom.com>
Cc: Michael Garcia <michael@ascendecom.com>, Sean Ashby <[redacted] @gmail.com>,
Roland Aguilar <roland@ascendecom.com>, skye@ascendecom.com,
Leadership <leadership@ascendecom.com>
Content-Type: multipart/alternative; boundary="000000000000fb257805f5c99e40"

----- Message truncated -----

Roland Aguilar <roland@ascendecom.com> Tue, Feb 28, 2023 at 2:57 PM
To: Chris Walden [redacted]

Chris thank you as well . We will turn all this around for you in due time.
[Quoted text hidden]

Gmail Harlo Henfrey [redacted]

Missing Eraser Inventory Reconciliation

3 messages

Harlo Henfrey [redacted] Wed, Mar 22, 2023 at 12:32 PM
To: Ascend Support <support@ascendecom.com>, Sean Ashby [redacted], "roland@ascendecom.com" <roland@ascendecom.com>, "skye@ascendecom.com" <skye@ascendecom.com>, "michael@ascendecom.com" <michael@ascendecom.com>

Order 75981581 placed 6/17/22 included 200 qty of Paper Mate Sanford Arrowhead Eraser Cap - 144/box

8 qty shipped from Webstaurantstore.com warehouse via FedEx tracking 274479362719 - proof of delivery attached

192 qty shipped from manufacturer via 8 boxes containing 24 qty each via FedEx tracking:
961342203733178880329 8
961342203733178880327 4
961342203733178880323 6
961342203733178880328 1
961342203733178880326 7
961342203733178880324 3
961342203733178880322 9
961342203733178880325 0

I am attaching a proof of delivery for each shipment. All received by the same individual at the same time of day. I am waiting on a more detailed proof of delivery from a webstaurantstore.com representative and should have that by the end of the week which will show the delivery address as 1939 N Great Southwest Parkway which we all understand as the first warehouse in Texas.

If I am missing any evidence that all 200 items were delivered timely to the Dallas, Texas warehouse please let me know and I will do my very best to obtain that information as fast as I possibly can so we can get this issue resolved once and for all.

3 attachments



POD 8 units - fedex tracking 274479362719.png
110K

8 shipment POD - waiting on detail from webstaurant.pdf
136K

Order 75981581 detail.pdf
356K

Harlo Henfrey [redacted] Mon, Apr 10, 2023 at 2:39 PM
To: Ascend Support <support@ascendecom.com>, Sean Ashby [redacted], "roland@ascendecom.com" <roland@ascendecom.com>, "skye@ascendecom.com" <skye@ascendecom.com>, "michael@ascendecom.com" <michael@ascendecom.com>

Can we get an update regarding your investigation into this issue?
[Quoted te t hidden]

Ascend Support <support@ascendecom.com> Tue, Apr 11, 2023 at 9:04 AM
To: Harlo Henfrey [redacted]

Hello Chris,

Good day!

Thanks for your email. Upon checking, our team member Tetz has already communicated with you on Slack on what will be the course of action for these missing inventories. Please check your Slack channel for updates.

I will also continue reminding the team to prioritize this matter. The last update I received on this is that the team will purchase inventories with the same amount of missing inventories and list it on your ASC to sell. Updates will be posted on your Slack channel as well.

Thank you for your patience.

Regards,

Krizzia Sanchez
Client Relations Associate, **Ascend Ecom**

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