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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 III

Exhibits 8-11

Pages 639 to 903

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 III – Exhibit List

Ex.	Description	Beginning Page #	Ending Page #
8	Declaration of Julie Maxwell	639	707
9	Declaration of Brandon Meyer	708	778
10	Declaration of Paige Muller	779	854
11	Declaration of Michael Murphy	855	903

Exhibit 8

DECLARATION OF JULIE MAXWELL

1. My name is Julie Maxwell. I am over 18 years old and live in Pawtucket, Rhode Island. The following statements are within my personal knowledge.

2. In approximately 2019, I created a business Maxland Innovation Solutions LLC and an Amazon store under this LLC. I managed the store myself for a period of time and sold two products, a plastic shelf organizer and a bacon grease container, both of which were from China. Through the process of selling my products, I gained a lot of knowledge about the basics of operating an Amazon store. My products were selling well, but managing my store required a substantial amount of my time, and I had substantial overhead costs – primarily shipping. The overhead costs resulted in minimal profits. My business partner, Robin Buckley, also created her own Amazon store and had similar issues with minimal profits.

3. Sometime around August 2021, my partner Robin began researching companies that could reduce our workload and hopefully turn a profit. She found Ascend Ecom LLC (which I will refer to here as Ascend). Robin was drawn to Ascend because representatives from Ascend had shown Robin and me an interactive spreadsheet, where I could input a specific amount of inventory and calculate my projected revenue. **Attachment A** is a true and accurate copy of the spreadsheet. Robin was also able to contact Will Basta, who she told me was the founder of Ascend. Robin told me that Will was extremely approachable and answered all her questions. Will promised Robin that he could run our Amazon accounts better than we could, and we would see more profit.

4. Ultimately, Robin and I signed an agreement with Ascend on November 2, 2021 to jointly partner on a single Amazon store under Maxland Innovation Solutions LLC. **Attachment B** is a true and accurate copy of my signed agreement. Robin and I each paid $7,500. In Section 3.2 of the contract, Ascend agreed to essentially give us a full refund of our contract after 20 months if we had

not made back our initial $15,000 investment, paying us the difference between the $15,000 investment and any profits that we made. In Section 2.2 of the contract, Robin and I also agreed to allow Ascend to use our credit cards to purchase products which they would then sell in our Amazon stores. I continued to sell my stocks of bacon grease containers and plastic shelf organizers independent of Ascend, but under the agreement Ascend was now responsible for buying and selling new products as well.

5. For the first several months of business with Ascend, I could see products being added to our account and sales taking place. Although we operated at nearly a $100 monthly loss, Ascend provided us with detailed monthly reports that allowed us to track our costs and revenues, and ultimately calculate our losses.

6. Around August 2022, however, we noticed that some of our purchased products had never been sent to our Amazon account to be sold. These products seemed lost or otherwise unaccounted-for. Robin and I asked Ascend about our lost inventory many times, but Ascend never gave an explanation about what happened to the inventory and instead kept purchasing more inventory. We received many excuses from Ascend. For example, I don't remember his exact words, but one Ascend employee, Raymond Villanueva, who I knew to be the Ascend's account manager told me something like: "Amazon has made it more difficult to send in products" or "We have put in some new systems which has put a pause in your activities." At each meeting, we would bring up our issues with the missing inventory and Raymond would acknowledge the issue and offer various solutions, but they were never followed through on.

7. For several months, Ascend corresponded with Robin and me via Slack and assured us that they were investigating our lost inventory, but they never provided an explanation of what happened to the inventory. On April 1, 2023, Robin and I notified Ascend that they are not allowed to purchase any more inventory until they could account for the previous missing inventory. Around this

time Ascend began constantly changing our account managers from someone named Martin to Alan and later Alex. Each one blamed the previous store manager for mismanaging the unaccounted-for inventory but still would not provide explanations of our missing inventory. Eventually, Ascend simply no longer sent us any more updates on our missing inventory, despite us continuously asking for an explanation for months. **Attachment C** is a true and accurate copy of some of my Slack messages with Ascend employees.

8. On about August 2022, when I first noticed my missing inventory, I requested a comprehensive report of my Amazon store. I repeatedly requested this data for months, but never received this information. In or around December 2022, Ascend gave me an audit of my Amazon store, but the numbers included the products that I was selling in my store independent of Ascend. I pointed this problem out to Ascend and asked for an audit that did not include my products that I sold independent of Ascend. Finally, around May 4, 2023, ten months after our original request, Ascend sent me a revised audit of my Amazon store without my own products included. The audit showed missing inventory worth $7,206 and a loss to date of $5,259. The audit acknowledged a refundable amount of $11,899, which Ascend agreed to refund in multiple follow up calls. At one point Raymond Villanueva even told us in a conference call that we should expect to receive a refund in a week. Ascend conducted a second audit on August 31, 2023, which included processing of any sold inventory through August 2023. Although the amount of lost inventory had not changed, Ascend now acknowledged a refund of $13,101.95, which seemed to indicate that I was still losing money.

9. On multiple occasions, Robin and I received notifications from Amazon that our Amazon store may be subject to suspension due to a lack of information about our products. We took care to respond to these notifications almost immediately, however, and our store was consequently never suspended.

10. On May 18, 2023, after waiting the 20-month buyback period in Section 3.2 of our contract, Robin and I informed Ascend via Slack that we wanted to terminate our contract with Ascend. **Attachment F** is a true and accurate copy of our termination message. Since our initial issues with missing inventory, Ascend had still not been able to explain our missing inventory and seemed to be leading us on for months. Robin and I again requested a refund of the amount listed in the audit and also a full refund of our initial investment pursuant to Section 3.2 of the agreement. In our conversations with Ascend employees including someone named Jessica Sijan, Ascend acknowledged their requirement to refund both the missing inventory and initial investment. However, every time I followed up with Ascend to locate our refund, they would explain that Ascend management had declined our refund request. Ultimately, in my last follow up on October 27, 2023, Jessica Sijan explained that we would not be receiving a refund because we had already recouped our initial fee. This is not true, nor does it cover the approximately $7,000 of missing inventory. **Attachment G** is a true and accurate copy of our conversations with Jessica Sijan.

11. As of January 1, 2024, there has been no activity in my Ascend account, no product has been sold in my Amazon store, and I have not had any correspondence with any Ascend employees. However, I have received 27 invoices from a seemingly different Ascend company, Ascend Cap Ventures Inc., for a total of $5,477 of miscellaneous fees. I am unsure what these fees are for, and the description on the invoice does not make much sense. **Attachment H** is a true and accurate copy of one of these invoices. On July 31, 2024, I received an email from Ascend that I would be sent to collections and my credit score would be impacted if I did not immediately pay Ascend for these invoices. **Attachment I** is a true and accurate copy of the email. I refuse to pay for these invoices no matter how many times Ascend threatens me with collections notices.

12. To this day, I am still waiting to hear back about my refund for the agreed $13,101.95 and my Section 3.2 buyback refund. In total, I invested $29,582 into Ascend for inventory and $7,500 for the initial fee. Robin and I recognize that some businesses fail. But our Amazon store was functional before Ascend ever took it over. Not only did Ascend fail to turn a profit, but they lost or misplaced inventory and refused to fulfill basic responsibilities to communicate regarding this issue, much less resolve it. Throughout our dealings with Ascend, Ascend repeatedly denied our requests for simple information regarding our store and failed any basics of being good stewards of our store. Despite their promises, Ascend has cost Robin and me thousands of dollars and we have had to spend a significant amount of time and effort attempting to recoup our contractually-obligated refund.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 8/14/24, 2024 at Pawtucket, Rhode Island.

Julie Maxwell

JULIE MAXWELL

Attachment A

Starting Period	Q3
Bundle type	Single Amazon or Walmart
Working Capital Per Store	50,000
Management Profit Percentage	0.4

Totals:	Year 1	Year 2	24 Mo Total
Gross Revenue	$941,425	$2,173,620	$3,115,045
Total Expenses	$828,454	$1,912,785	$2,741,239
Client's Profit	$112,971	$260,834	$373,805

Projected Asset Value at Mo 24	-	$1,304,172
Working Capital Utilized by Mo 24		$102,235

Twenty Four Month Forecast

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Year 1	50K working capital 0.35
Working Capital	-	16,513	24,346	36,883	45,069	59,955	43,701	40,098	47,960	53,183	54,322	48,684		
Gross Revenue	-	33,025	48,691	73,766	90,138	119,909	87,402	80,196	95,919	106,366	108,644	97,368	941,425	
Cost of Goods	-	18,164	26,780	40,571	49,576	65,950	48,071	44,108	52,756	58,501	59,754	53,553	517,784	55.00%
Amazon Fees	-	8,256	12,173	18,442	22,534	29,977	21,850	20,049	23,980	26,591	27,161	24,342	235,356	
Store Profit	-	6,605	9,738	14,753	18,028	23,982	17,480	16,039	19,184	21,273	21,729	19,474	188,285	25%
Management Fee	-	2,642	3,895	5,901	7,211	9,593	6,992	6,416	7,674	8,509	8,692	7,789	75,314	
Clients Profit	-	3,963	5,843	8,852	10,817	14,389	10,488	9,624	11,510	12,764	13,037	11,684	112,971	

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Year 2	50K working capital 0.35
Working Capital	77,839	73,678	62,362	58,973	85,041	125,786	89,913	81,004	100,444	113,360	116,177	102,235		
Gross Revenue	155,677	147,356	124,723	117,946	170,081	251,572	179,826	162,008	200,888	226,719	232,353	204,471	2,173,620	
Cost of Goods	85,623	81,046	68,598	64,870	93,545	138,364	98,904	89,104	110,488	124,696	127,794	112,459	1,195,491	
Amazon Fees	38,919	36,839	31,181	29,486	42,520	62,893	44,956	40,502	50,222	56,680	58,088	51,118	543,405	
Store Profit	31,135	29,471	24,945	23,589	34,016	50,314	35,965	32,402	40,178	45,344	46,471	40,894	434,724	
Management Fee	12,454	11,788	9,978	9,436	13,606	20,126	14,386	12,961	16,071	18,138	18,588	16,358	173,890	
Clients Profit	18,681	17,683	14,967	14,154	20,410	30,189	21,579	19,441	24,107	27,206	27,882	24,536	260,834	

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	Q3 - 2021				Q4 - 2021			Q1 - 2022			Q2 - 2022			Q3 - 2022			Q4 - 2022			Q1 - 2023			Q2 - 2023		
Revenue	-	33,025	48,691	73,766	90,138	119,909	87,402	80,196	95,919	106,366	108,644	97,368	155,677	147,356	117,946	#######	#######	#######	#######	#######	#######	#######	#######	#######
Total Cost	-	29,062	42,848	64,914	79,321	105,520	76,913	70,572	84,409	93,602	95,607	85,684	136,996	129,673	103,792	#######	#######	#######	#######	#######	#######	#######	#######	#######
Client's Profit	-	3,963	5,843	8,852	10,817	14,389	10,488	9,624	11,510	12,764	13,037	11,684	18,681	17,683	14,154	20,410	30,189	21,579	19,441	24,107	27,206	27,882	24,536	#######

Attachment B

Amazon FBA Management Agreement



Prepared for:
Julie Maxwell & Robin Buckley
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	$15,000
Amazon Store Management + Growth	30% Of Monthly Net Profits"
Reseller Certificate	
Private Label Product (Optional)	$50.00
Monthly Supplier fee (subject to change, first two months waived)	N/A $0-300

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.

Document Ref: JTZV9-LDZ6V-6YW8G-V8M8Z

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 product 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 $25,000 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 $ 15,000 USD, of which $ 12000 is due upon approval of amazon seller account ($3000 deposit has been paid). This initial service fee is fully refundable if client is unsuccessful obtaining approval to become an Amazon.com Seller.

2.5 Ongoing Compensation. Manager provides ongoing services to maintain and operate Client's Amazon.com store in exchange for a commission share 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 that is earned from selling on Amazon.com.

2.6 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.

2.7 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.

2.8 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.

2.9 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 20 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 25K 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 $25,000. 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 20-month term, if the Client has not made back their initial service fee of $ 15,000 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 20th 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 $300/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 grand 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. Any Dropshipping services added on will have a 50/50 Percentage split. Private label products are an additional cost and must be requested.

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

Document Ref: JTZV9-LDZ6V-6YW8G-V8M8Z

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.

Client Robin Buckley + Julie Maxwell

X Robin Buckley Julie Maxwell

By:

Date: 2021-11-02

Ascend Ecom LLC

X

By: Ascend Ecom LLC

Date: 2021-11-05

Document Ref: JTZV9-LDZ6V-6YW8G-V8M8Z

Signature Certificate

Reference number: JTZV9-LDZ6V-6YW8G-V8M8Z

Signer	Timestamp	Signature
Julie Maxwell Email [redacted]		
Sent:	02 Nov 2021 14:54:58 UTC	
Viewed:	02 Nov 2021 15:21:19 UTC	
Signed:	02 Nov 2021 15:23:06 UTC	
Recipient Verification:		IP address [redacted]
✔Email verified	02 Nov 2021 15:21:19 UTC	Location: Pawtucket, United States

Document completed by all parties on:
02 Nov 2021 15:23:06 UTC

Page 1 of 1

Signed with PandaDoc

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Attachment C

Julie 1:13 PM
Please send Robin an invitation

Julie 1:24 PM
Is anyone going to respond to our ongoing questions? We would like some answers.

Julie 1:41 PM
Why are there listings being added to our account?

Julie 2:48 PM
I just rejected multiple charges to my credit card. You will no longer be able to charge to my account.

✅1

2:49

As we discussed multiple times!

Julie 5:04 PM
Why are you buying products when you have lost thousands of dollars of products you previously purchased for us??

Julie 5:10 PM
How about reimbursing us for the lost inventory before anything else takes place?



SM.Martin 5:26 PM
I am your new store manager I had no idea previous inventory.I should talk to my senior officer and resolve the matter.

Julie 6:12 PM
This has been going on for a year. Our inventory is missing. We want to be paid back for it. Talk to Raymond.

6:12

No more purchases until we are reimbursed.

6:15

We would also like reports of cost of goods sold.



SM.Martin 7:20 PM

I'll talk to Raymond

Tuesday, April 4th

EAM.Abel 3:35 PM

was added to maxland-innovative-solutions-llc by VIPM.Raymond. Also, EAM.Erwin and 4 others joined.

Julie 5:33 PM

Stop stop stop Creating listings in my store. What are you doing? Stop immediately because you will not have inventory to fulfill these listings. STOP!!!



SM.Martin 5:35 PM

all fbm item off now

Julie 5:40 PM

What are you talking about?

5:41

Please explain



SM.Martin 6:52 PM

I spoke with Raymond

He will give me the list of your purchased products I will sell those products to you store is it ok ?

Julie 8:33 PM

Please explain further. Do you have the missing products?

Wednesday, April 5th

Julie 3:56 PM
What do I need to do to get you to respond to my messages? Why do ypu continue to create listings. I have asked you to stop. Do I need to cut off access to get you to pay attention?


7 replies
Last reply 4 months agoView thread

Thursday, April 6th

CRT.John 10:45 AM
was added to maxland-innovative-solutions-llc by EAM.Anne. Also, Robin Buckley joined.

[redacted]

Robin Buckley 5:46 PM
I am now on Slack

Monday, April 10th

[redacted]

Robin Buckley 2:07 PM
Hi Martin, do you have any updates for us?



C.A. Lorelie 2:34 PM
Good morning Robin. I am Lorie, I will help you find your missing inventories. I will give you an update once I am done with your store assessment. Please understand it will take some time to gather and check. But rest assured you are next in line. Hoping for your kind understanding.

[redacted]
22 replies
Last reply 4 months agoView thread

[redacted]

Robin Buckley 4:34 PM
replied to a thread:Good morning Robin. I am Lorie, I will help you find your missing inventories. I will give you an update once I am done with your store assessment. Please understand it will take some time to gather and check. But rest assured you are next in line. Hoping for your kind understanding.
Thank You.

View newer replies

Friday, April 14th

[redacted]

Robin Buckley 8:36 PM

replied to a thread:Good morning Robin. I am Lorie, I will help you find your missing inventories. I will give you an update once I am done with your store assessment. Please understand it will take some time to gather and check. But rest assured you are next in line. Hoping for your kind understanding.
What would you like us to take note of? Can you be more specific please.

View newer replies

Monday, April 17th



Julie 8:11 AM
I sent a note to support. Please let me know that you have followed through on this item



Julie 7:35 PM
Has anyone followed through on the customer complaint? Please let me know.


2 replies
Last reply 4 months agoView thread

Tuesday, April 18th

[redacted]

Robin Buckley 2:50 PM
replied to a thread:Good morning Robin. I am Lorie, I will help you find your missing inventories. I will give you an update once I am done with your store assessment. Please understand it will take some time to gather and check. But rest assured you are next in line. Hoping for your kind understanding.
Hello C.A. Lorelie,

View newer replies

[redacted]

Robin Buckley 2:53 PM
replied to a thread:Good morning Robin. I am Lorie, I will help you find your missing inventories. I will give you an update once I am done with your store assessment. Please understand it will take some time to gather and check. But rest assured you are next in line. Hoping for your kind understanding.
We are following up on your schedule. Are you ready to provide us with the attention we urgently need in finding our inventory and understanding what you are doing on our behalf as it pertains to our business with Ascend? Please advise. Thank You.

View newer replies

[redacted]

Robin Buckley 2:56 PM
replied to a thread:Good morning Robin. I am Lorie, I will help you find your missing inventories. I will give you an update once I am done with your store assessment. Please

understand it will take some time to gather and check. But rest assured you are next in line. Hoping for your kind understanding.
Can you please provide an estimate

View newer replies

[redacted]

Robin Buckley 2:56 PM
replied to a thread:Good morning Robin. I am Lorie, I will help you find your missing inventories. I will give you an update once I am done with your store assessment. Please understand it will take some time to gather and check. But rest assured you are next in line. Hoping for your kind understanding.
time frame?

View newer replies

[redacted]

Robin Buckley 3:36 PM
replied to a thread:Good morning Robin. I am Lorie, I will help you find your missing inventories. I will give you an update once I am done with your store assessment. Please understand it will take some time to gather and check. But rest assured you are next in line. Hoping for your kind understanding.
Also, is anyone paying attention to our Amazon account? We have a customer issue that is not getting addressed.

View newer replies



C.A. Lorelie 3:42 PM
replied to a thread:Good morning Robin. I am Lorie, I will help you find your missing inventories. I will give you an update once I am done with your store assessment. Please understand it will take some time to gather and check. But rest assured you are next in line. Hoping for your kind understanding.
I totally understand mam and so sorry for your bad experience. I am in your right store now checking the buyer messages i will respond to it. Thank you

Wednesday, April 19th



Joseph 9:08 AM
was added to maxland-innovative-solutions-llc by CA.Enelia.

Saturday, April 22nd



Julie 10:42 AM
Who is Alan Norak? Can you please elaborate on who has access to my account and their function?

Sunday, April 23rd



CA.Enelia 7:16 AM
Hi @Julie Please be informed that Alan Norak @SM.Alan is your store manager. Thanks. (edited)



Julie 7:21 AM
Is Lorie still looking for our missing inventory?


2 replies
Last reply 3 months agoView thread

Monday, April 24th



EA.Lotis 8:38 PM
replied to a thread:Is Lorie still looking for our missing inventory?
Do you have time from 9:00 AM – 5:00 PM (EST) - Weekdays? We need to access your Gmail account to find related invoices and other references we need for the audit.If you can give us a specific time when we can ask for the OTP, that would be a huge help. @Julie



Julie 8:40 PM
9:00 tomorrow?



EA.Lotis 8:41 PM
Cool. Are you also available from 12:00 PM EST onwards?



Julie 8:49 PM
I will try to answer



EA.Lotis 8:52 PM
We appreciate it. Thanks! We're active here during those hours— you can just message us when you have time.



Julie 9:01 PM
It would work better if you contact me through this app when you need a code.

EA.Lotis 9:03 PM
Sure. We'll do that. Thank you so much!

Tuesday, April 25th

Julie 7:17 AM
My account is in risk of deactivation due to the order defect rate for seller fulfilled orders. This is in your court! Please respond to this immediately. I cannot have my account deactivated!

Julie 7:23 AM
I'd like to schedule a meeting on Wednesday to discuss our account management. Please let me know the best time.

EA.Lotis 12:03 PM
I understand. This is why you're endorsed to us so we can list FBM items and make up for it. Are you available now so we can ask for the OTPs?

EA.Lotis 12:23 PM
Please also verify your Amazon seller bank account information. To check, you can log in to your account and go to "Performance Notifications". You should also see this on your email address associated with your Seller account.

image.png

Julie 12:24 PM
I am here

12:26

The defect seems to be for a fbm product. Can you verify?

12:28

I will verify the bank account later.

1

12:30

I would like to understand all the details for the problem transaction so we can make sure it does not happen again.

12:31

643533

EA.Lotis 12:32 PM
Right. It's 20% ODR for A-Z guarantee claims. This means that the customers aren't satisfied with the service. This was listed by your previous store manager and now that you're endorsed to us, we won't let this happen again.

12:32

May we also have the OTP for [redacted]

Julie 12:32 PM
Which product? When? More details please

1 reply
3 months agoView thread

Julie 12:33 PM
I just sent the code

12:33

It's the last line

12:33

[redacted]

EA.Lotis 12:34 PM
That's for your [redacted]

Julie 12:34 PM
614262

EA.Lotis 12:35 PM
Thank you.

12:35

We're down to the last email. One moment, please?

Julie 12:35 PM
Ok

EA.Lotis 12:35 PM
Thanks. Requesting the OTP for [redacted]@gmail.com.

Julie 12:36 PM
369108

1 reply
3 months agoView thread

EA.Lotis 12:41 PM
replied to a thread:Which product? When? More details please
This is for the Drawer Cart that the customer didn't receive. We'll check this with your previous store manager so that we can file an appeal.

image.png

EA.Lotis 12:42 PM
replied to a thread:369108
Thanks a lot for your help. We have access now.

Julie 12:54 PM
Was this fbm

1 reply
3 months agoView thread

Julie 4:36 PM
Why are you making listings on my account. STOP!!!!!!!!!

6 replies
Last reply 3 months agoView thread

Julie 5:43 PM
Just to let you know, I've done an audit of the account with what information I could find. I don't think You will find all the invoices in the email accounts you are researching.

2 replies
Last reply 3 months agoView thread

Julie 6:22 PM
I would like a detailed explanation what happened with the order that has put my account in jeopardy. I notified you on August 16th, the day I learned about it. I would like to understand what you did to resolve it.

9 replies
Last reply 3 months agoView thread

Tuesday, May 2nd

JDev.MJ 9:35 PM
was added to maxland-innovative-solutions-llc by EAM.Beverly. Also, Anony Botter joined.

Wednesday, May 3rd

EA.Lotis 1:56 PM
Hi @Julie— we're almost done with the audit. Please grant this email admin access to your Seller account: [redacted]@gmail.com

Julie 2:26 PM
He's not on the account. Do you want me to add him? What is his name and what will he be doing?

EA.Lotis 2:38 PM
Yes, please add him first. He's Mike— he managed your Amazon store before. (edited)

Julie 3:02 PM
I need his last name too



EA.Lotis 3:19 PM
You can leave it blank, then enter this email address: [redacted]@gmail.com



Julie 3:43 PM
Ok



EA.Lotis 3:44 PM
Thank you. Let me know once you have sent the invite.



EA.Lotis 7:14 PM
@Julie, we have accepted the invite. You can now grant admin access. Thanks for your help!



Julie 8:03 PM
Done

Thursday, May 4th



EA.Lotis 12:30 PM
Thank you so much, @Julie.



EA.Lotis 3:58 PM
Here's the result of the audit. Please let us know if you have questions. We'll always be happy to assist you.

Friday, May 5th



Julie 1:04 PM
I don't see any documeny



Julie 1:32 PM
Never mind. I see it

Julie 1:42 PM
Let's set up a meeting on tuesday.

EA.Lotis 1:58 PM
Sure— here's our available slot on Tuesday. Please also bullet questions that you need answered on the call. Thanks, @Julie.

- 12:30PM EST
- 1:30PM EST

Sunday, May 7th

Julie 7:31 PM
1:30 works for us.

[redacted]
Robin Buckley 7:32 PM
Please let us know if there will be a link to access the call.

Monday, May 8th

Julie 2:01 PM
Here are some of my questions

1. It looks like you don't have receipts for some purchased items. How did you calculate profit/loss on sales of those items?
2. I see in sheet 3 the cogs. Does that include every item purchased with our credit card? What do the different colors mean in this spreadsheet?
3. Did you include the cost of Tactical arbitrage when calculating the loss?
4. Where do the items that were returned to the warehouse from my house get included in the numbers? Tab 7
5. "Total found unshipped/unsold inventory". Why is that added back? It is worthless to us.

Lastly, but most importantly. What does total refund consideration mean?

👍1

EA.Lotis 2:23 PM
Thank you. Looks like Tuesday, 1:30 PM is no longer available. Here are our updated slots. @Julie, @Robin Buckley.

Wednesday
12:30PM EST
1:30PM EST
Thursday
1:30PM EST
2:30PM EST
3:30PM EST
Friday
3:00PM EST

Tuesday, May 9th



Julie 5:24 AM
Wednesday 1:30 works



EA.Lotis 12:33 PM
Awesome. You'll receive the Zoom invite to your email shortly. Thank you!



Julie 1:14 PM
Can we change to 12:30?



EA.Lotis 1:18 PM
That's no longer available for this week. How about next week?



Julie 1:42 PM
We will stay with 1;30 tomorrow



EA.Lotis 1:43 PM
Gotcha. Thank you!



EA.Lotis 2:19 PM
Topic: Call with Maxland Innovative Solutions, LLC
Time: May 10, 2023, 01:30 PM Eastern Time (US and Canada)Join Zoom Meeting
https://us06web.zoom.us/j/84063074565?pwd=ZGpiczRSL1NUOUZEaVFnVytaWWVKdz09
Meeting ID: 840 6307 4565
Passcode: 359762

Wednesday, May 10th

[redacted]

Robin Buckley 12:31 PM
I am in the call, noone is here yet

12:34

Sorry, See you in an hour

✨1



Julie 2:02 PM
Please email me and Skye a copy of the Audit. I need to download cogs for my tax reporting.

[redacted]

Robin Buckley 2:03 PM
Please send a copy of our recorded cal from today. Thank You.



Julie 2:05 PM
Please respond to my questions about the audit



EA.Lotis 2:29 PM
Sure— the recording is still in progress. I'll send it once done. I already sent her the audit result, will send you a copy later so you can download it.

2:32

1. It looks like you don't have receipts for some purchased items. How did you calculate profit/loss on sales of those items? ***Almost all the supplier purchases have invoice the one that has missing invoices are the Ascend product.***
2. I see in sheet 3 the cogs. Does that include every item purchased with our credit card? What do the different colors mean in this spreadsheet? ***For every product that has been listed on the account that we're able to find on the business emails to cross-match, tab 3 is for the FBA, and tab 4 is for FBM. We also found those products that don't have a listing which they can check on tab 5 the first two yellow rows. For the product that doesn't have the invoice, we're able to get the data from the previous sheet.***
3. Did you include the cost of Tactical arbitrage when calculating the loss? ***Yes, at the first tab, the tactical arbitrage and other fees were included in the final audit summary, you can check this on tab 6.***
4. Where do the items that were returned to the warehouse from my house get included in the numbers? Tab 7. ***We need to include these returned because it also has data from the account to cross-match, like removal fees and other***

charges. These returns were already calculated from the total gross profit. I just create tab 7 to have a better view of the returned units

5. "Total found unshipped/unsold inventory". Why is that added back? It is worthless to us. ***It was a directive from management to find these unshipped/unsold products that have invoices and then less the amount on the total computation as we're going to list these items on the store.***



EA.Lotis 2:46 PM

@Julie— here's the downloadable copy of the audit.



Julie 3:03 PM

1. It looks like you don't have receipts for some purchased items. How did you calculate profit/loss on sales of those items? ***Almost all the supplier purchases have invoice the one that has missing invoices are the Ascend product.*** How did you cost these items out that were the "Ascend" products? How many items did you not have receipts for? What was the value of these items


1 reply

3 months agoView thread



Julie 3:08 PM

It looks like the items with no cost of goods sold are highlighted in pink in tab 3. If you have no cogs, how can you calculate profit/loss for any of these items sold in my store?


4 replies

Last reply 3 months agoView thread



EA.Lotis 3:18 PM

Here's the copy of the recording. Thanks!

Call recording Maxland Innovative Solutions, LLC.mp4

1:01:34
1x

Hi, how are you? Good. How are you? Can you hear me? Yes, I can hear you. Lovely. Wonderful. so my name is Sky and I'm a client service manager and… View transcript



Julie 3:25 PM

Just one more question on the items in tab 7. Items that were returned from my house Where do these items show up? Are they considered losses? Or are they in another inventory number?

1 reply
3 months agoView thread

EA.Lotis 4:23 PM
replied to a thread:Just one more question on the items in tab 7. Items that were returned from my house Where do these items show up? Are they considered losses? Or are they in another inventory number?
Sure— It's already included in the Gross Profit computation. Thank you!

image.png

Julie 4:24 PM
Thank you. I think I have all the answers I need for now.

EA.Lotis 4:25 PM
Not a problem at all. Thanks as well for extending your patience.

Friday, May 12th

[redacted]
Robin Buckley 1:54 AM
CRT.Lotis, Thank you for the prompt delivery of the requested record of our call. Your responsiveness is very much appreciated.

EA.Lotis 12:36 PM
Not a problem at all. If you need further help, just let me know so I can assist. Cheers!

Monday, May 15th

[redacted]
Robin Buckley 11:57 AM
Following up regarding our follow up call. When will that be?

Julie 12:10 PM
Please send the link for our 1:30 meeting

EA.Lotis 12:17 PM
Topic: Call with Maxland Innovative Solutions, LLC
Time: May 15, 2023 01:30 PM Eastern Time (US and Canada)Join Zoom Meeting
https://us06web.zoom.us/j/86575986522?pwd=T0JJZWpvdUlMZkVCS0twVDc1RDgyUT09
Meeting ID: 865 7598 6522
Passcode: 929308

12:21
May we know if you have further concerns regarding the audit itself? Please also list those down. Thank you.

Julie 1:00 PM
The number one issue is what is intended with the refundable figure.

1:01
What is happening with the "found" inventory?

1:01
The value of the inventory at Amazon should be discounted since it hasn't been selling.

1:03
Why should we expect credits rather than full repayment. You list $5000 last year on our product. What is different?

1:03
Lost.

EA.Lotis 8:28 PM
I have relayed all your questions to Skye and I hope she's able to address them. Let me know if you still need further help. Thanks!

Tuesday, May 16th

[redacted]
Robin Buckley 5:43 PM
Is this message meant for someone else? We are waiting, per our call yesterday, to be hearing from Jessica. Right?

EA.Lotis 5:56 PM
@CSM.Skye— for your assistance. Thank you so much!



CSM.Skye 5:56 PM
was added to maxland-innovative-solutions-llc by EA.Lotis.

[redacted]

Robin Buckley 7:57 PM
Hi @CSM.Skye We are waiting to hear from Jessica. We were told on our meeting yesterday that she is the one that will be reaching out to us. Please let her know that we will need to be addressed as soon as possible,



CSM.Skye 8:02 PM
Hello @Robin Buckley yes I'm still awaiting her reply on which day she's available. I have done so, as I receive a response I will let you know swiftly.

[redacted]

Robin Buckley 8:03 PM
Thank You.

Wednesday, May 17th

[redacted]

Robin Buckley 3:49 PM
Any word from Jessica?

[redacted] 6 replies
Last reply 3 months agoView thread

Thursday, May 18th

Julie 1:05 PM
There is no excuse for the constant delay for a request for a meeting. It is clear that Ascend is not willing to have an ongoing business relationship with us. This is a formal notice that we will be seeking to end the relationship. As noted in our contract we expected to be reimbursed our expenses to date. Please let us know the next steps.

2 replies
Last reply 3 months agoView thread

Julie 1:06 PM
Please notify the necessary parties so we can end this amicably.

[redacted]

Robin Buckley 1:55 PM
@VIPM.Raymond Hi Raymond. Can you please shed some light on why management will not respond to us? We all know that Ascend has not done the right thing towards us, but ignoring us, well that just looks like fraud.



Jessica Sijan 2:57 PM
was added to maxland-innovative-solutions-llc by EA.Lotis.

[redacted]

Robin Buckley 3:17 PM
@Jessica Sijan Hi Jessica, we need to speak with you. Can you please check your schedule so we can connect.

Friday, May 19th

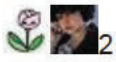
CRT.Lon 7:54 PM
was added to maxland-innovative-solutions-llc by EA.Lotis. Also, CRT.Krizzia joined.

Monday, May 22nd

Julie 12:17 PM
Looking for a meeting today at 1:30
✨1

Tuesday, May 23rd

Julie 6:14 PM
Could you all send a message to Jessica that she needs to firm up our meeting tomorrow!!! She is not responding to us.


2 replies
Last reply 3 months agoView thread

Julie 7:22 PM
Why are new users being added to our amazon account.


1 reply
3 months agoView thread

Wednesday, May 31st



CA.Wajo 1:22 PM
was added to maxland-innovative-solutions-llc by CA.Enelia. Also, CA.Vanessa joined.

Friday, June 2nd



Julie 6:23 AM
Why are you creating listings in my store? How many times do I have to tell you to STOP..STOP...STOP@!!!!!!


7 replies
Last reply 2 months agoView thread

Monday, June 5th



EA.Lotis 8:04 PM
Dear valued clients,We sincerely hope you are doing well.We are pleased to let you know that the implementation of the warehouse management software, Zenventory, went well, in line with the announcement we sent back in February.We would like to let you know that the $10 Zenventory software cost has begun and will be reflected in your May invoicing.Additionally, a change in ways to communicate has been made. We successfully switched from our old communication system to Slack, which made it simpler for clients to get in touch with the team that is in charge of managing the store. This is also $10 under Monthly Software Fees on your invoice.We appreciate you choosing Ascend Ecom as a business partner. If you have any more queries or concerns, don't hesitate to contact us if you have any further questions or concerns.Best regards,AscendEcom Management

Wednesday, June 7th



Julie 9:19 PM
There is a problem with a listing that will be deactivated. I sent the note to support. Please let me know you are addressing g.


1 reply
2 months agoView thread

Thursday, June 8th



Jessica Sijan 10:43 AM
@channel Please confirm with Julie. Thank you. @Julie still working on an exit plan for you and Robin, just a quick update.

Julie 10:45 AM
What is the update? It has been almost two weeks since you promised an answer. When can we expect some information?

10:47
Is anyone managing the inventory in my account. 0 sales? What needs to be done to move inventory?

EA.Lotis 1:07 PM
replied to a thread:There is a problem with a listing that will be deactivated. I sent the note to support. Please let me know you are addressing g.
Hi @Julie. If you're referring to this listing, I'd like to confirm that this has already been removed. Thanks a lot.

image.png

Julie 2:20 PM
Thank you. I also questioned who is paying attention to my current inventory that seems to be stuck in inventory.

1 reply
2 months agoView thread

EA.Lotis 2:22 PM
replied to a thread:Thank you. I also questioned who is paying attention to my current inventory that seems to be stuck in inventory.
This is why we'd like to list items in your store. We will be selling through an inventory value rather than the actual products that you purchased. It gives us greater flexibility with your store because some products that we have on hand will actually sell faster which we want to allocate to your store.

👍1

Julie 2:26 PM
I believe you, but I have already paid for these items and you should be actively managing these items to see that I get my money back on them. I'm sure there are items that will sell

faster but that doesn't mean you get to ignore the items that are not selling well. Ascend chose these items and you need to finish the job.


1 replies
Last reply 7 days agoView thread

Monday, July 3rd


EA.Allen 11:50 AM
was added to maxland-innovative-solutions-llc
by EAM.Erwin. Also, EA.Marlon and SMA.Alex joined.

Tuesday, July 25th


EA.Marlon 12:28 PM
@SM.Alan @SMA.Alex Please assist @Julie with these forwarded emails from Amazon. Thanks.

6 files


1 reply
12 days agoView thread

Thursday, July 27th



EA.Allen 11:03 AM
replied to a thread:@SM.Alan @SMA.Alex Please assist @Julie with these forwarded emails from Amazon. Thanks.
Hello @SM.Alan The client received another notification from Amazon. Thank you for your kind assistance.

image.png



EA.Marlon 6:53 PM
@SM.Alan @SMA.Alex @CA.Enelia Please check on this and advise. Thanks.

image.png

Monday, July 31st

Julie 4:20 AM
Please address issues immediately. My account will be deactivated within 72 hours unless action is taken.

Julie 11:14 AM
I am getting calls from Amazon with urgent messages. Please take care ofthisi.mediately!!!!

11:18

4 phone calls in the last hour



EA.Lotis 11:20 AM
Hi @Julie— I'm sorry to hear about what happened. This issue has been raised to your store manager. Thanks for your patience.
@SM.Alan @SMA.Alex, we need your urgent attention. Thanks a lot!

SM.Alan 11:25 AM

Let us take care of it,

11:26

don't worry



CA.Enelia 11:48 AM

2 files

✅1

1 reply

8 days agoView thread



CA.Enelia 11:48 AM

@Julie passed the quiz and submit appeals. (edited)

11:49

@SM.Alan @SMA.Alex submit an appeal for ODR and passed the quiz. Pls fix the VTR issue (edited)

Wednesday, August 2nd



EA.Allen 12:04 PM

HI @SM.Alan @SMA.Alex @CA.Enelia Great day! The client received this message. Thank you for your assistance!

image.png

12:06

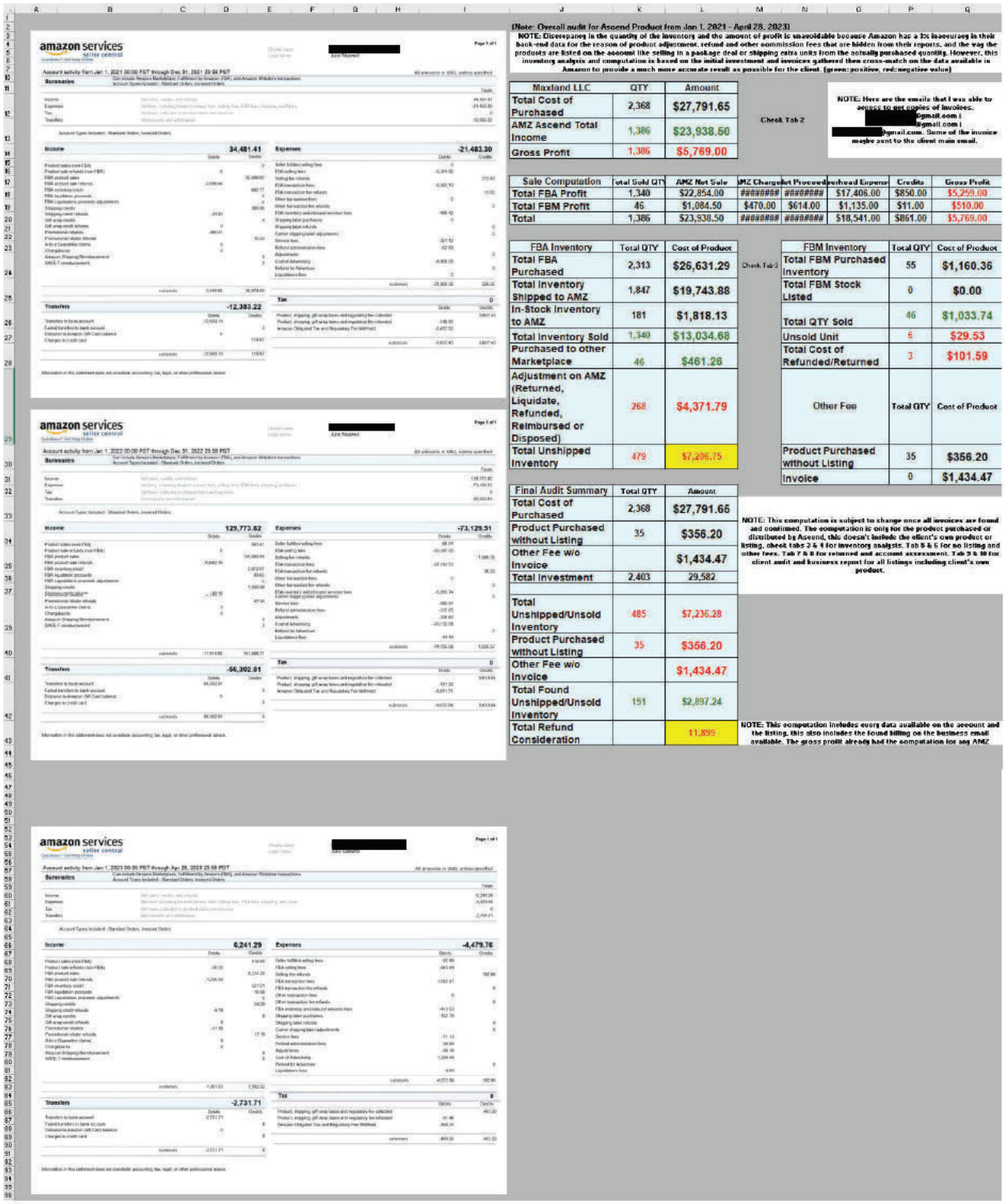
image.png



CA.Enelia 12:13 PM
@SM.Alan @SMA.Alex please check. Thanks

SMA.Alex 12:42 PM
Hello
Thanks for informing us
We already replied the customer for his/her message

Attachment D



amazon services seller central

Account activity from Jan 1, 2021 00:00 PST through Dec 31, 2021 23:59 PST

Summaries

Income	34,481.41
Expenses	-21,483.30
Transfers	-12,383.22

amazon services seller central

Account activity from Jan 1, 2022 00:00 PST through Dec 31, 2022 23:59 PST

Summaries

Income	129,773.62
Expenses	-73,129.91
Transfers	-56,302.81

amazon services seller central

Account activity from Jan 1, 2023 00:00 PST through Apr 28, 2023 23:59 PST

Summaries

Income	6,241.29
Expenses	-4,479.76
Transfers	-2,731.71

(Note: Overall audit for Ascend Product from Jan 1, 2021 - April 28, 2023)

NOTE: Discrepancy in the quantity of the inventory and the amount of profit is unavoidable because Amazon has a 3% inaccuracy in their back-end data for the reason of product adjustment, refund and other commission fees that are hidden from their reports, and the way the products are listed on the account like selling in a package deal or shipping extra units from the actually purchased quantity. However, this inventory analysis and computation is based on the initial investment and invoices gathered then cross-match on the data available in Amazon to provide a much more accurate result as possible for the client. (green: positive, red: negative value)

Maxland LLC	QTY	Amount
Total Cost of Purchased	2,368	$27,791.65
AMZ Ascend Total Income	1,386	$23,938.50
Gross Profit	1,386	$5,769.00

Check Tab 2

NOTE: Here are the emails that I was able to acquire to get copies of invoices. [redacted]@gmail.com | [redacted]@gmail.com. Some of the invoice maybe sent to the client main email.

Sale Computation	Total Sold QTY	AMZ Net Sale	AMZ Charges	Net Proceed	Overhead Expense	Credits	Gross Profit
Total FBA Profit	1,340	$22,854.00	########	########	$17,406.00	$850.00	$5,259.00
Total FBM Profit	46	$1,084.50	$470.00	$614.00	$1,135.00	$11.00	$510.00
Total	1,386	$23,938.50	########	########	$18,541.00	$861.00	$5,769.00

FBA Inventory	Total QTY	Cost of Product
Total FBA Purchased	2,313	$26,631.29
Total Inventory Shipped to AMZ	1,847	$19,743.88
In-Stock Inventory to AMZ	181	$1,818.13
Total Inventory Sold	1,340	$13,034.68
Purchased to other Marketplace	46	$461.26
Adjustment on AMZ (Returned, Liquidate, Refunded, Reimbursed or Disposed)	268	$4,371.79
Total Unshipped Inventory	479	$7,206.75

Check Tab 3

FBM Inventory	Total QTY	Cost of Product
Total FBM Purchased Inventory	55	$1,160.36
Total FBM Stock Listed	0	$0.00
Total QTY Sold	46	$1,033.74
Unsold Unit	6	$29.53
Total Cost of Refunded/Returned	3	$101.59

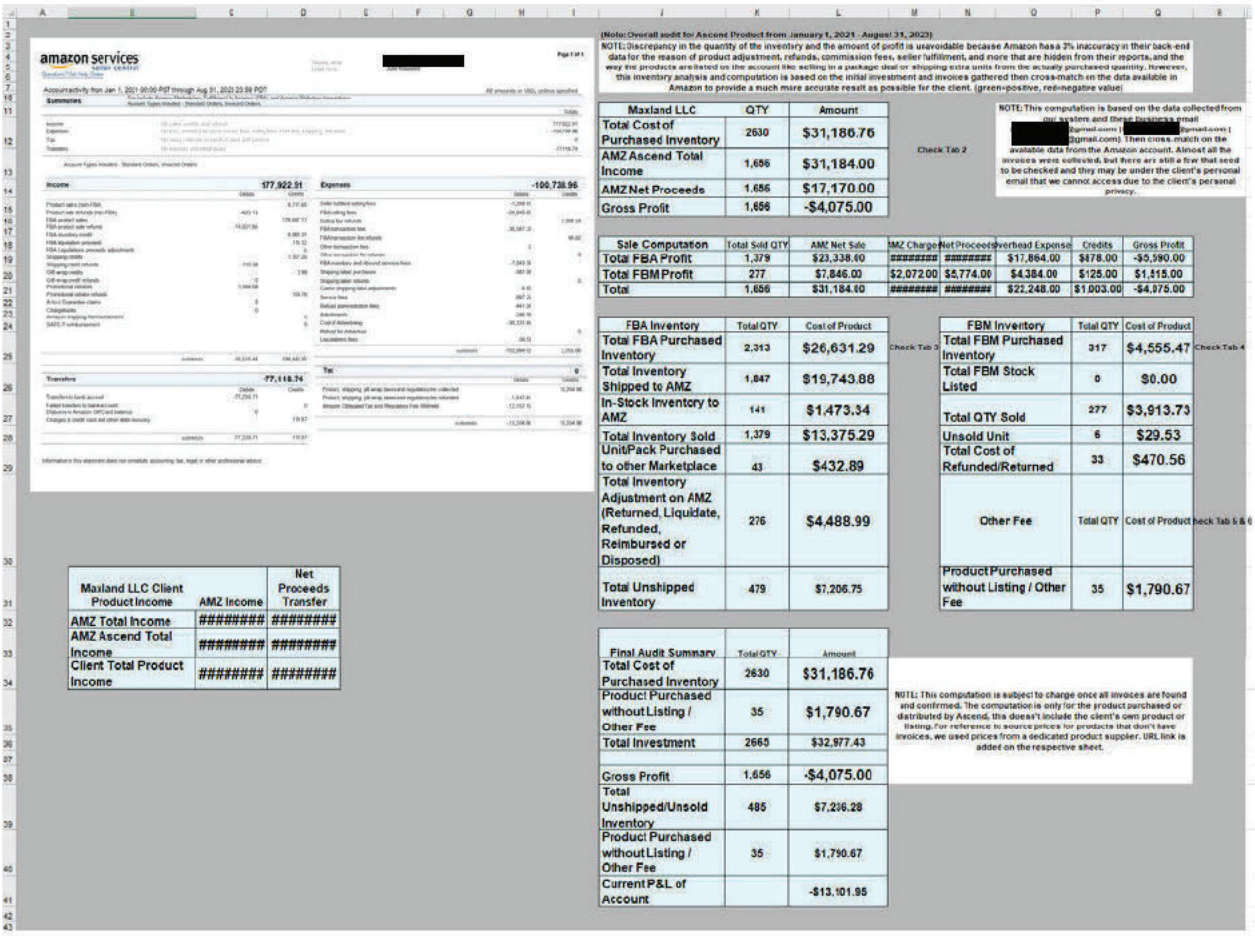
Other Fee	Total QTY	Cost of Product
Product Purchased without Listing	35	$356.20
Invoice	0	$1,434.47

Final Audit Summary	Total QTY	Amount
Total Cost of Purchased	2,368	$27,791.65
Product Purchased without Listing	35	$356.20
Other Fee w/o Invoice		$1,434.47
Total Investment	2,403	29,582
Total Unshipped/Unsold Inventory	485	$7,236.28
Product Purchased without Listing	35	$356.20
Other Fee w/o Invoice		$1,434.47
Total Found Unshipped/Unsold Inventory	151	$2,897.24
Total Refund Consideration		11,899

NOTE: This computation is subject to change once all invoices are found and confirmed. The computation is only for the product purchased or distributed by Ascend, this doesn't include the client's own product or listing. check tabs 2 & 4 for inventory analysis. Tab 5 & 6 for no listing and other fees. Tab 7 & 8 for returned and account assessment. Tab 9 & 10 for client audit and business report for all listings including client's own product.

NOTE: This computation includes every data available on the account and the listing, this also includes the found billing on the business email available. The gross profit already had the computation for any AMZ

Attachment E



amazon services

[redacted]

Page 1 of 1

Account activity from Jan 1, 2021 00:00 PST through Aug 31, 2023 23:59 PST

All amounts in USD, unless specified

Summaries

Account Types Included: Standard Orders, Invoiced Orders

Income		177,922.91
	Debits	Credits
Product sales (non-FBA)		8,717.65
Product sale refunds (non-FBA)	-423.13	
FBA product sales		178,667.72
FBA product sale refunds	-14,021.56	
FBA shortlong credit		8,880.91
FBA liquidation proceeds		116.12
FBA Liquidations proceeds adjustment		0
Shipping credits		1,197.20
Shipping credit refunds	-110.39	
Gift wrap credits		7.99
Gift wrap credit refunds	-2	
Promotional rebates	-1,444.08	
Promotional rebate refunds		109.76
A-to-z Guarantee claims	0	
Chargebacks	0	
Amazon shipping reimbursement		0
SAFE-T reimbursement		0
subtotals	-16,016.44	196,440.88

Expenses		-100,738.96
	Debits	Credits
Seller-fulfilled selling fees	-1,298.11	
FBA selling fees	-26,845.81	
FBA fee refunds		1,398.28
FBA transaction fees	-36,987.31	
FBA transaction fee refunds		98.62
Other transaction fees	-1	
Other transaction fee refunds		0
FBA inventory and inbound service fees	-7,543.18	
Shipping label purchases	-387.08	
Shipping label refunds		0
Carrier shipping label adjustments	4.03	
Service fees	-997.23	
Refund administration fees	-441.04	
Advertising	-246.16	
Cost of Advertising	-32,331.66	
Refund for Advertiser	0	
Liquidations fees	-56.53	
subtotals	-102,884.12	1,496.90

Transfers		-77,118.74
	Debits	Credits
Transfers to bank account	-77,238.71	
Failed transfers to balance/card	0	0
Disbursed to Amazon GIFCard balance	0	
Charges & credit card and other debt recovery		119.97
subtotals	-77,238.71	119.97

Information in this statement does not constitute accounting, tax, legal or other professional advice.

Tax		0
	Debits	Credits
Product, shipping, gift wrap taxes and regulatory fee collected		13,204.95
Product, shipping, gift wrap taxes and regulatory fee refunded	-1,047.81	
Amazon Obligated Tax and Regulatory Fee Withheld	-12,157.14	
subtotals	-13,204.95	13,204.95

(Note: Overall audit for Ascent Product from January 1, 2021 - August 31, 2023)

NOTE: Discrepancy in the quantity of the inventory and the amount of profit is unavoidable because Amazon has a 3% inaccuracy in their back-end data for the reason of product adjustment, refunds, commission fees, seller fulfillment, and more that are hidden from their reports, and the way the products are listed on the account like selling in a package deal or shipping extra units from the actually purchased quantity. However, this inventory analysis and computation is based on the initial investment and invoices gathered then cross-match on the data available in Amazon to provide a much more accurate result as possible for the client. (green=positive, red=negative value)

Maxland LLC	QTY	Amount
Total Cost of Purchased Inventory	2630	$31,186.76
AMZ Ascend Total Income	1,656	$31,184.00
AMZ Net Proceeds	1,656	$17,170.00
Gross Profit	1,656	-$4,075.00

Check Tab 2

NOTE: This computation is based on the data collected from our system and these [redacted] email ([redacted]@gmail.com) | [redacted]@gmail.com): Then cross-match on the available data from the Amazon account. Almost all the invoices were collected, but there are still a few that need to be checked and they may be under the client's personal email that we cannot access due to the client's personal privacy.

Sale Computation	Total Sold QTY	AMZ Net Sale	AMZ Charge	Net Proceed	Overhead Expense	Credits	Gross Profit
Total FBA Profit	1,379	$23,338.60	########	########	$17,864.00	$478.00	-$5,990.00
Total FBM Profit	277	$7,846.00	$2,072.00	$5,774.00	$4,384.00	$125.00	$1,515.00
Total	1,656	$31,184.60	########	########	$22,248.00	$1,003.00	-$4,475.00

FBA Inventory	Total QTY	Cost of Product
Total FBA Purchased Inventory	2,313	$26,631.29
Total Inventory Shipped to AMZ	1,847	$19,743.88
In-Stock Inventory to AMZ	141	$1,473.34
Total Inventory Sold	1,379	$13,375.29
Unit/Pack Purchased to other Marketplace	43	$432.89
Total Inventory Adjustment on AMZ (Returned, Liquidate, Refunded, Reimbursed or Disposed)	276	$4,488.99
Total Unshipped Inventory	479	$7,206.75

Check Tab 3

FBM Inventory	Total QTY	Cost of Product
Total FBM Purchased Inventory	317	$4,555.47
Total FBM Stock Listed	0	$0.00
Total QTY Sold	277	$3,913.73
Unsold Unit	6	$29.53
Total Cost of Refunded/Returned	33	$470.56
Other Fee	Total QTY	Cost of Product
Product Purchased without Listing / Other Fee	35	$1,790.67

Check Tab 4

Check Tab 5 & 6

Maxland LLC Client Product Income	AMZ Income	Net Proceeds Transfer
AMZ Total Income	########	########
AMZ Ascend Total Income	########	########
Client Total Product Income	########	########

Final Audit Summary	Total QTY	Amount
Total Cost of Purchased Inventory	2630	$31,186.76
Product Purchased without Listing / Other Fee	35	$1,790.67
Total Investment	2665	$32,977.43
Gross Profit	1,656	-$4,075.00
Total Unshipped/Unsold Inventory	485	$7,206.28
Product Purchased without Listing / Other Fee	35	$1,790.67
Current P&L of Account		-$13,101.95

NOTE: This computation is subject to change once all invoices are found and confirmed. The computation is only for the product purchased or distributed by Ascend, this doesn't include the client's own product or listing. For reference to source prices for products that don't have invoices, we used prices from a dedicated product supplier. URL link is added on the respective sheet.

Attachment F

Thursday, May 18th

Julie 1:05 PM
There is no excuse for the constant delay for a request for a meeting. It is clear that Ascend is not willing to have an ongoing business relationship with us. This is a formal notice that we will be seeking to end the relationship. As noted in our contract we expected to be reimbursed our expenses to date. Please let us know the next steps.

2 replies
Last reply 3 months agoView thread

Julie 1:06 PM
Please notify the necessary parties so we can end this amicably.

[redacted]

Robin Buckley 1:55 PM
@VIPM.Raymond Hi Raymond. Can you please shed some light on why management will not respond to us? We all know that Ascend has not done the right thing towards us, but ignoring us, well that just looks like fraud.



Jessica Sijan 2:57 PM
was added to maxland-innovative-solutions-llc by EA.Lotis.

[redacted]

Robin Buckley 3:17 PM
@Jessica Sijan Hi Jessica, we need to speak with you. Can you please check your schedule so we can connect.

Friday, May 19th

CRT.Lon 7:54 PM
was added to maxland-innovative-solutions-llc by EA.Lotis. Also, CRT.Krizzia joined.

Monday, May 22nd

Julie 12:17 PM
Looking for a meeting today at 1:30

✨1

Tuesday, May 23rd

Julie 6:14 PM
Could you all send a message to Jessica that she needs to firm up our meeting tomorrow!!! She is not responding to us.

2 replies
Last reply 3 months agoView thread

Julie 7:22 PM
Why are new users being added to our amazon account.

1 reply
3 months agoView thread

Wednesday, May 31st

CA.Wajo 1:22 PM
was added to maxland-innovative-solutions-llc by CA.Enelia. Also, CA.Vanessa joined.

Friday, June 2nd

Julie 6:23 AM
Why are you creating listings in my store? How many times do I have to tell you to STOP..STOP...STOP@!!!!!!

7 replies
Last reply 2 months agoView thread

Monday, June 5th

EA.Lotis 8:04 PM
Dear valued clients,We sincerely hope you are doing well.We are pleased to let you know that the implementation of the warehouse management software, Zenventory, went well, in line with the announcement we sent back in February.We would like to let you know that the $10 Zenventory software cost has begun and will be reflected in your May invoicing.Additionally, a change in ways to communicate has been made. We successfully switched from our old communication system to Slack, which made it simpler for clients to get in touch with the team that is in charge of managing the store. This is also $10 under Monthly Software Fees on your invoice.We appreciate you choosing Ascend Ecom as a business partner. If you have any more queries or concerns, don't hesitate to contact us if you have any further questions or concerns.Best regards,AscendEcom Management

Wednesday, June 7th

Julie 9:19 PM
There is a problem with a listing that will be deactivated. I sent the note to support. Please let me know you are addressing g.

1 reply
2 months agoView thread

Thursday, June 8th



Jessica Sijan 10:43 AM
@channel Please confirm with Julie. Thank you. @Julie still working on an exit plan for you and Robin, just a quick update.

Julie 10:45 AM
What is the update? It has been almost two weeks since you promised an answer. When can we expect some information?

10:47
Is anyone managing the inventory in my account. 0 sales? What needs to be done to move inventory?

EA.Lotis 1:07 PM
replied to a thread:There is a problem with a listing that will be deactivated. I sent the note to support. Please let me know you are addressing g.
Hi @Julie. If you're referring to this listing, I'd like to confirm that this has already been removed. Thanks a lot.

image.png

Julie 2:20 PM
Thank you. I also questioned who is paying attention to my current inventory that seems to be stuck in inventory.

1 reply
2 months agoView thread



EA.Lotis 2:22 PM
replied to a thread:Thank you. I also questioned who is paying attention to my current inventory that seems to be stuck in inventory.
This is why we'd like to list items in your store. We will be selling through an inventory value rather than the actual products that you purchased. It gives us greater flexibility with your store because some products that we have on hand will actually sell faster which we want to allocate to your store.

👍1



Julie 2:26 PM
I believe you, but I have already paid for these items and you should be actively managing these items to see that I get my money back on them. I'm sure there are items that will sell faster but that doesn't mean you get to ignore the items that are not selling well. Ascend chose these items and you need to finish the job.


[redacted]1 replies
Last reply 7 days agoView thread

Monday, July 3rd



EA.Allen 11:50 AM
was added to maxland-innovative-solutions-llc
by EAM.Erwin. Also, EA.Marlon and SMA.Alex joined.

Tuesday, July 25th



EA.Marlon 12:28 PM
@SM.Alan @SMA.Alex Please assist @Julie with these forwarded emails from Amazon. Thanks.
6 files


1 reply
12 days agoView thread

Thursday, July 27th


EA.Allen 11:03 AM
replied to a thread:@SM.Alan @SMA.Alex Please assist @Julie with these forwarded emails from Amazon. Thanks.
Hello @SM.Alan The client received another notification from Amazon. Thank you for your kind assistance.

image.png


EA.Marlon 6:53 PM
@SM.Alan @SMA.Alex @CA.Enelia Please check on this and advise. Thanks.

image.png

Monday, July 31st


Julie 4:20 AM
Please address issues immediately. My account will be deactivated within 72 hours unless action is taken.



Julie 11:14 AM
I am getting calls from Amazon with urgent messages. Please take care ofthisi.mediately!!!!

11:18

4 phone calls in the last hour



EA.Lotis 11:20 AM
Hi @Julie— I'm sorry to hear about what happened. This issue has been raised to your store manager. Thanks for your patience.
@SM.Alan @SMA.Alex, we need your urgent attention. Thanks a lot!



SM.Alan 11:25 AM
Let us take care of it,

11:26

don't worry



CA.Enelia 11:48 AM
2 files

✅1



1 reply
8 days agoView thread



CA.Enelia 11:48 AM
@Julie passed the quiz and submit appeals. (edited)

11:49

@SM.Alan @SMA.Alex submit an appeal for ODR and passed the quiz. Pls fix the VTR issue (edited)

Wednesday, August 2nd



EA.Allen 12:04 PM
HI @SM.Alan @SMA.Alex @CA.Enelia Great day! The client received this message. Thank you for your assistance!

image.png

12:06

image.png

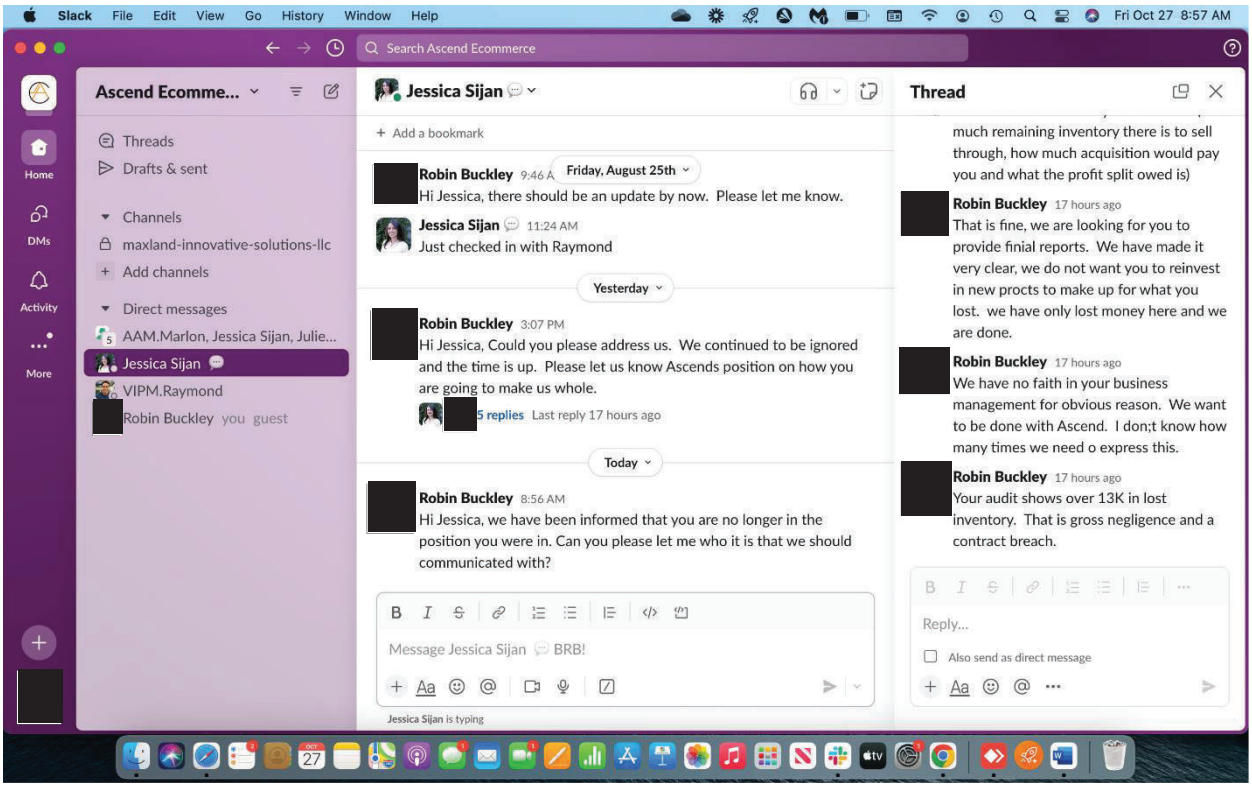


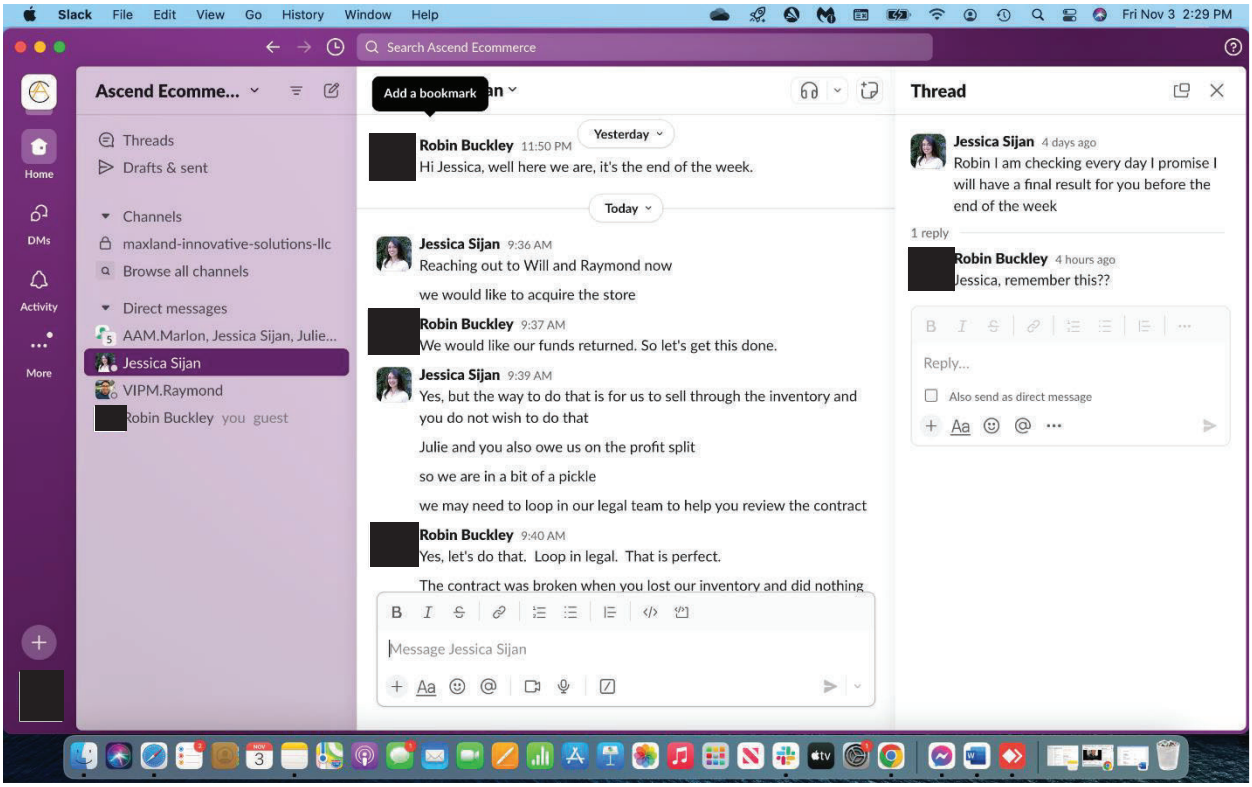
CA.Enelia 12:13 PM
@SM.Alan @SMA.Alex please check. Thanks

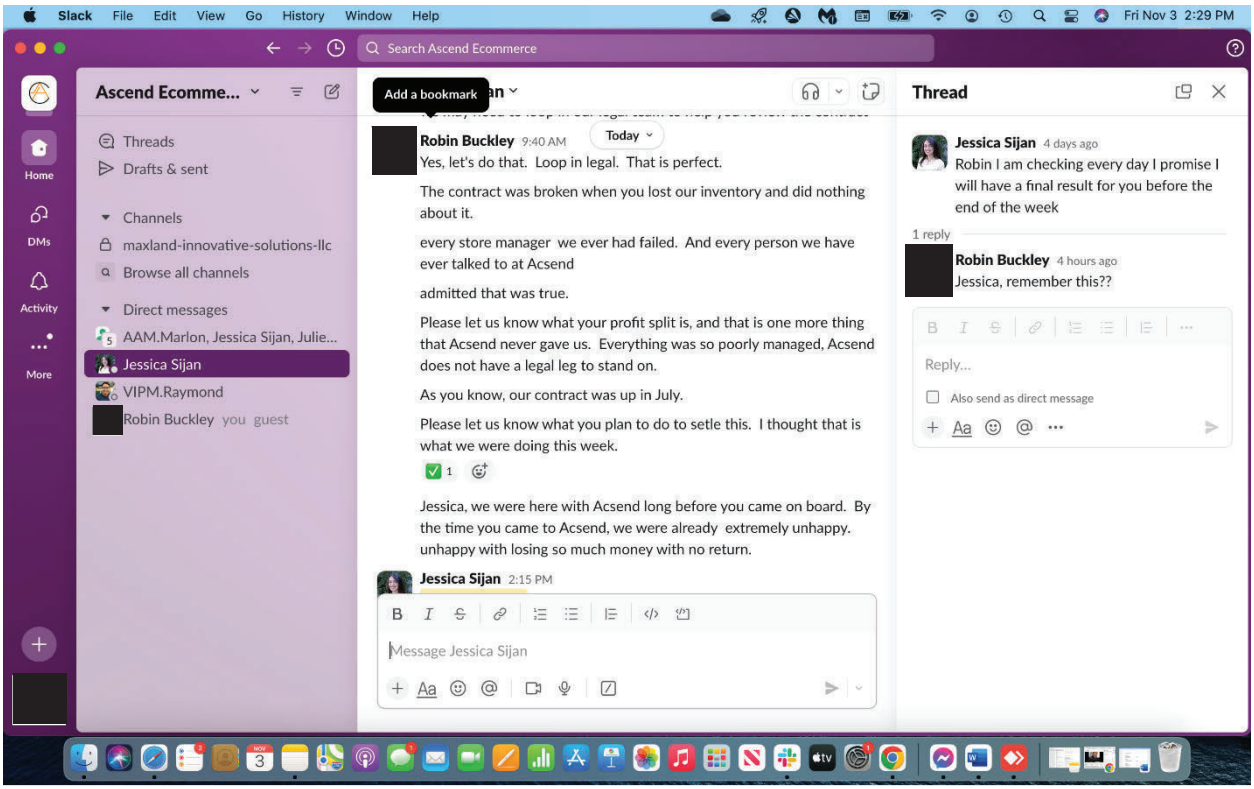


SMA.Alex 12:42 PM
Hello
Thanks for informing us
We already replied the customer for his/her message

Attachment G


Slack File Edit View Go History Window Help
Fri Oct 27 8:57 AM
Search Ascend Ecommerce
Ascend Ecomme...
Threads
Drafts & sent
Channels
maxland-innovative-solutions-llc
Add channels
Direct messages
AAM.Marlon, Jessica Sijan, Julie...
Jessica Sijan
VIPM.Raymond
Robin Buckley you guest
Home
DMs
Activity
More
Jessica Sijan
Add a bookmark
Robin Buckley 9:46 A
Friday, August 25th
Hi Jessica, there should be an update by now. Please let me know.
Jessica Sijan 11:24 AM
Just checked in with Raymond
Yesterday
Robin Buckley 3:07 PM
Hi Jessica, Could you please address us. We continued to be ignored and the time is up. Please let us know Ascends position on how you are going to make us whole.
5 replies Last reply 17 hours ago
Today
Robin Buckley 8:56 AM
Hi Jessica, we have been informed that you are no longer in the position you were in. Can you please let me who it is that we should communicated with?
Message Jessica Sijan BRB!
Jessica Sijan is typing
Thread
much remaining inventory there is to sell through, how much acquisition would pay you and what the profit split owed is)
Robin Buckley 17 hours ago
That is fine, we are looking for you to provide finial reports. We have made it very clear, we do not want you to reinvest in new procts to make up for what you lost. we have only lost money here and we are done.
Robin Buckley 17 hours ago
We have no faith in your business management for obvious reason. We want to be done with Ascend. I don;t know how many times we need o express this.
Robin Buckley 17 hours ago
Your audit shows over 13K in lost inventory. That is gross negligence and a contract breach.
Reply...
Also send as direct message


Slack File Edit View Go History Window Help
Fri Nov 3 2:29 PM
Search Ascend Ecommerce
Ascend Ecomme...
Threads
Drafts & sent
Channels
maxland-innovative-solutions-llc
Browse all channels
Direct messages
AAM.Marlon, Jessica Sijan, Julie...
Jessica Sijan
VIPM.Raymond
Robin Buckley you guest
Home
DMs
Activity
More
Add a bookmark
Yesterday
Robin Buckley 11:50 PM
Hi Jessica, well here we are, it's the end of the week.
Today
Jessica Sijan 9:36 AM
Reaching out to Will and Raymond now
we would like to acquire the store
Robin Buckley 9:37 AM
We would like our funds returned. So let's get this done.
Jessica Sijan 9:39 AM
Yes, but the way to do that is for us to sell through the inventory and you do not wish to do that
Julie and you also owe us on the profit split
so we are in a bit of a pickle
we may need to loop in our legal team to help you review the contract
Robin Buckley 9:40 AM
Yes, let's do that. Loop in legal. That is perfect.
The contract was broken when you lost our inventory and did nothing
Message Jessica Sijan
Thread
Jessica Sijan 4 days ago
Robin I am checking every day I promise I will have a final result for you before the end of the week
1 reply
Robin Buckley 4 hours ago
Jessica, remember this??
Reply...
Also send as direct message


Slack File Edit View Go History Window Help
Fri Nov 3 2:29 PM
Search Ascend Ecommerce
Ascend Ecomme...
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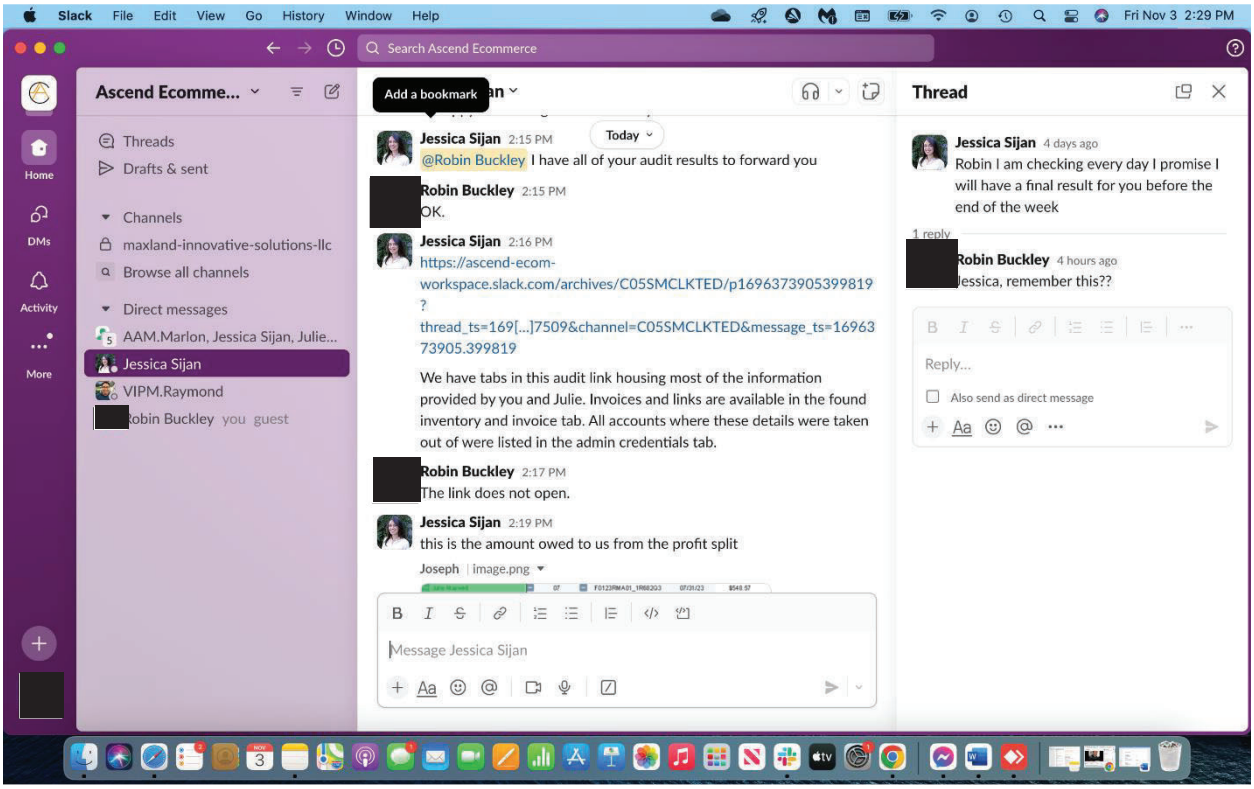
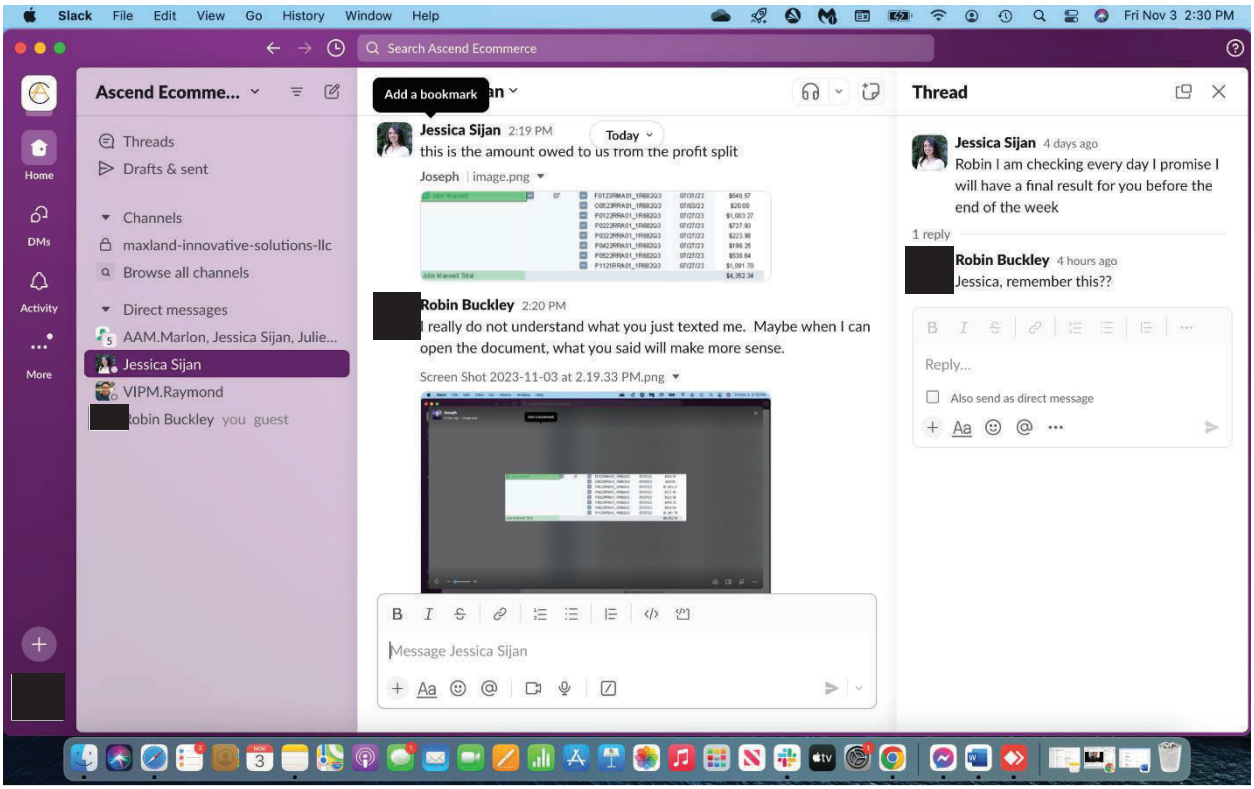
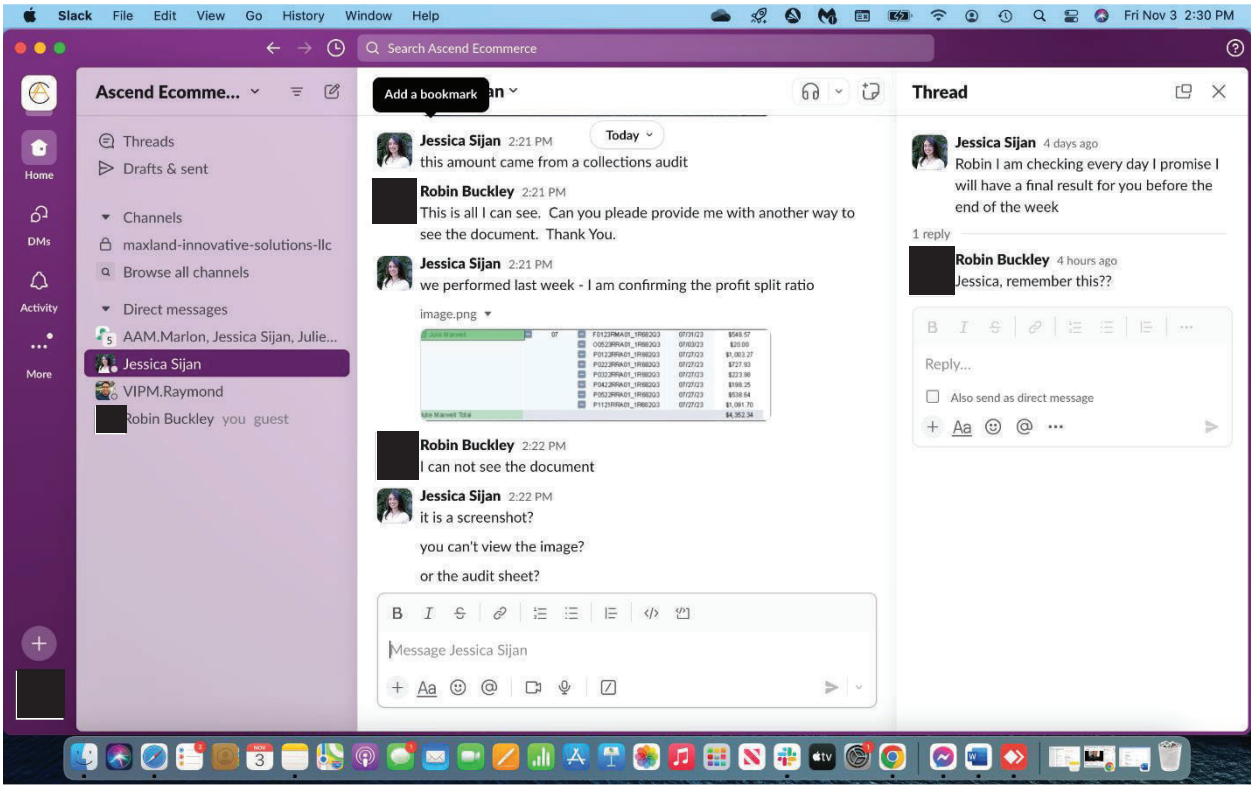
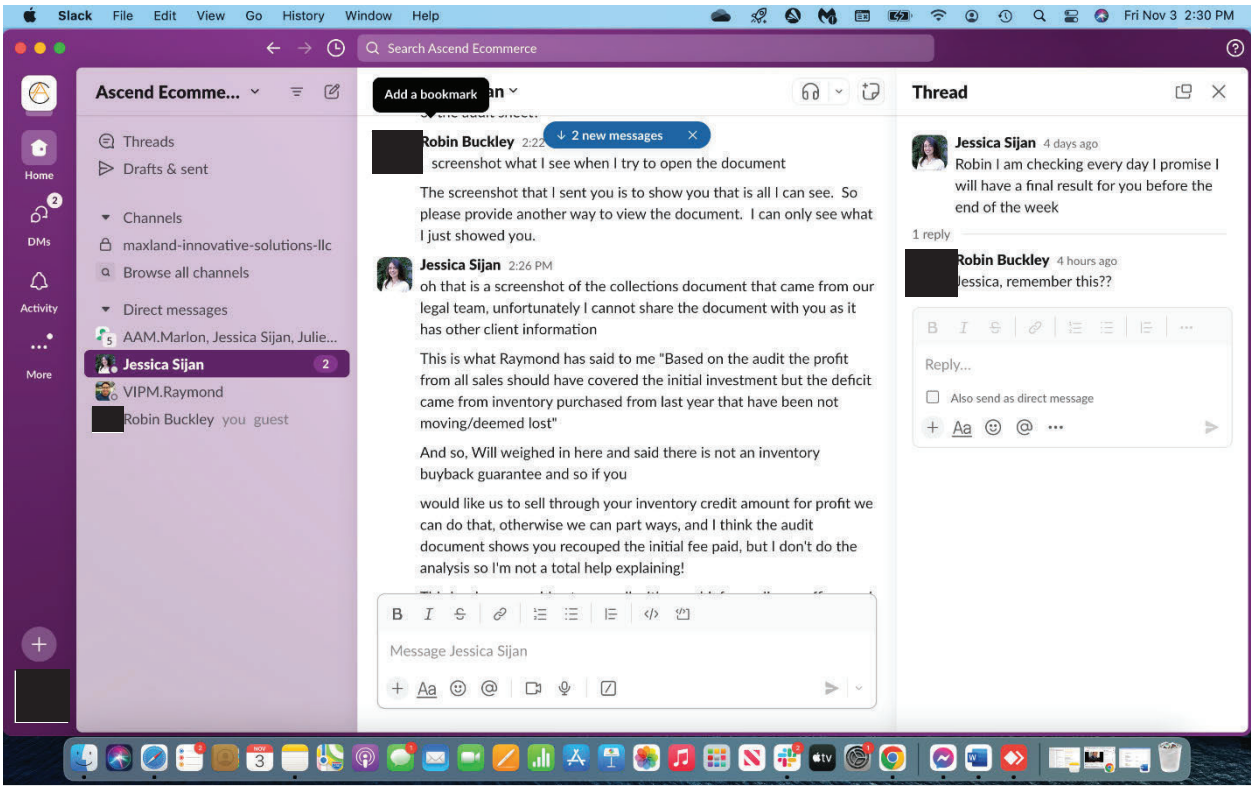
maxland-innovative-solutions-llc
Browse all channels
Direct messages
AAM.Marlon, Jessica Sijan, Julie...
Jessica Sijan
VIPM.Raymond
Robin Buckley you guest
Home
DMs
Activity
More
Today
Robin Buckley 9:40 AM
Yes, let's do that. Loop in legal. That is perfect.
The contract was broken when you lost our inventory and did nothing about it.
every store manager we ever had failed. And every person we have ever talked to at Acsend
admitted that was true.
Please let us know what your profit split is, and that is one more thing that Acsend never gave us. Everything was so poorly managed, Acsend does not have a legal leg to stand on.
As you know, our contract was up in July.
Please let us know what you plan to do to setle this. I thought that is what we were doing this week.
Jessica, we were here with Acsend long before you came on board. By the time you came to Acsend, we were already extremely unhappy. unhappy with losing so much money with no return.
Jessica Sijan 2:15 PM
Message Jessica Sijan
Thread
Jessica Sijan 4 days ago
Robin I am checking every day I promise I will have a final result for you before the end of the week
1 reply
Robin Buckley 4 hours ago
Jessica, remember this??
Reply...
Also send as direct message


Slack File Edit View Go History Window Help
Fri Nov 3 2:29 PM
Search Ascend Ecommerce
Ascend Ecomme...
Add a bookmark
Threads
Drafts & sent
Channels
maxland-innovative-solutions-llc
Browse all channels
Direct messages
AAM.Marlon, Jessica Sijan, Julie...
Jessica Sijan
VIPM.Raymond
Robin Buckley you guest
Home
DMs
Activity
More
Today
Jessica Sijan 2:15 PM
@Robin Buckley I have all of your audit results to forward you
Robin Buckley 2:15 PM
OK.
Jessica Sijan 2:16 PM
https://ascend-ecom-workspace.slack.com/archives/C05SMCLKTED/p1696373905399819?thread_ts=169[...]7509&channel=C05SMCLKTED&message_ts=1696373905.399819
We have tabs in this audit link housing most of the information provided by you and Julie. Invoices and links are available in the found inventory and invoice tab. All accounts where these details were taken out of were listed in the admin credentials tab.
Robin Buckley 2:17 PM
The link does not open.
Jessica Sijan 2:19 PM
this is the amount owed to us from the profit split
Joseph image.png
Message Jessica Sijan
Thread
Jessica Sijan 4 days ago
Robin I am checking every day I promise I will have a final result for you before the end of the week
1 reply
Robin Buckley 4 hours ago
Jessica, remember this??
Reply...
Also send as direct message


Slack File Edit View Go History Window Help
Fri Nov 3 2:30 PM
Search Ascend Ecommerce
Ascend Ecomme...
Add a bookmark
Threads
Drafts & sent
Channels
maxland-innovative-solutions-llc
Browse all channels
Direct messages
AAM.Marlon, Jessica Sijan, Julie...
Jessica Sijan
VIPM.Raymond
Robin Buckley you guest
Home
DMs
Activity
More
Today
Jessica Sijan 2:19 PM
this is the amount owed to us from the profit split
Joseph image.png
Robin Buckley 2:20 PM
I really do not understand what you just texted me. Maybe when I can open the document, what you said will make more sense.
Screen Shot 2023-11-03 at 2.19.33 PM.png
Message Jessica Sijan
Thread
Jessica Sijan 4 days ago
Robin I am checking every day I promise I will have a final result for you before the end of the week
1 reply
Robin Buckley 4 hours ago
Jessica, remember this??
Reply...
Also send as direct message


Slack File Edit View Go History Window Help
Fri Nov 3 2:30 PM
Search Ascend Ecommerce
Ascend Ecomme...
Add a bookmark
Threads
Drafts & sent
Channels
maxland-innovative-solutions-llc
Browse all channels
Direct messages
AAM.Marlon, Jessica Sijan, Julie...
Jessica Sijan
VIPM.Raymond
Robin Buckley you guest
Home
DMs
Activity
More
Today
Jessica Sijan 2:21 PM
this amount came from a collections audit
Robin Buckley 2:21 PM
This is all I can see. Can you pleade provide me with another way to see the document. Thank You.
Jessica Sijan 2:21 PM
we performed last week - I am confirming the profit split ratio
image.png
Robin Buckley 2:22 PM
I can not see the document
Jessica Sijan 2:22 PM
it is a screenshot?
you can't view the image?
or the audit sheet?
Message Jessica Sijan
Thread
Jessica Sijan 4 days ago
Robin I am checking every day I promise I will have a final result for you before the end of the week
1 reply
Robin Buckley 4 hours ago
Jessica, remember this??
Reply...
Also send as direct message


Slack File Edit View Go History Window Help
Fri Nov 3 2:30 PM
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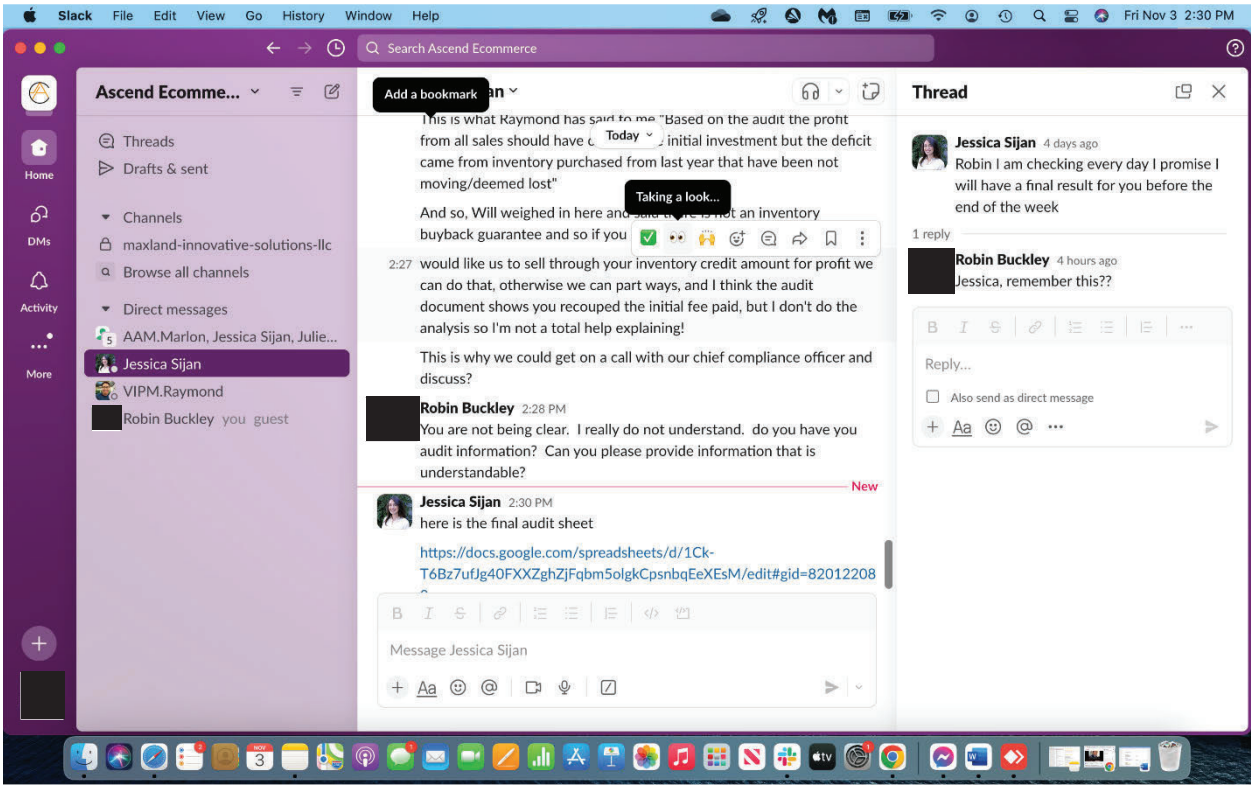
maxland-innovative-solutions-llc
Browse all channels
Direct messages
AAM.Marlon, Jessica Sijan, Julie...
Jessica Sijan 2
VIPM.Raymond
Robin Buckley you guest
Home
DMs
Activity
More
2 new messages
Robin Buckley 2:22
screenshot what I see when I try to open the document
The screenshot that I sent you is to show you that is all I can see. So please provide another way to view the document. I can only see what I just showed you.
Jessica Sijan 2:26 PM
oh that is a screenshot of the collections document that came from our legal team, unfortunately I cannot share the document with you as it has other client information
This is what Raymond has said to me "Based on the audit the profit from all sales should have covered the initial investment but the deficit came from inventory purchased from last year that have been not moving/deemed lost"
And so, Will weighed in here and said there is not an inventory buyback guarantee and so if you
would like us to sell through your inventory credit amount for profit we can do that, otherwise we can part ways, and I think the audit document shows you recouped the initial fee paid, but I don't do the analysis so I'm not a total help explaining!
Message Jessica Sijan
Thread
Jessica Sijan 4 days ago
Robin I am checking every day I promise I will have a final result for you before the end of the week
1 reply
Robin Buckley 4 hours ago
Jessica, remember this??
Reply...
Also send as direct message


Slack File Edit View Go History Window Help
Fri Nov 3 2:30 PM
Search Ascend Ecommerce
Ascend Ecomme...
Add a bookmark
Threads
Drafts & sent
Channels
maxland-innovative-solutions-llc
Browse all channels
Direct messages
AAM.Marlon, Jessica Sijan, Julie...
Jessica Sijan
VIPM.Raymond
Robin Buckley you guest
Home
DMs
Activity
More
Today
from all sales should have c initial investment but the deficit came from inventory purchased from last year that have been not moving/deemed lost"
Taking a look...
And so, Will weighed in here and buyback guarantee and so if you
2:27 would like us to sell through your inventory credit amount for profit we can do that, otherwise we can part ways, and I think the audit document shows you recouped the initial fee paid, but I don't do the analysis so I'm not a total help explaining!
This is why we could get on a call with our chief compliance officer and discuss?
Robin Buckley 2:28 PM
You are not being clear. I really do not understand. do you have you audit information? Can you please provide information that is understandable?
New
Jessica Sijan 2:30 PM
here is the final audit sheet
https://docs.google.com/spreadsheets/d/1Ck-T6Bz7ufJg40FXXZghZjFqbm5olgkCpsnbqEeXEsM/edit#gid=82012208
Message Jessica Sijan
Thread
Jessica Sijan 4 days ago
Robin I am checking every day I promise I will have a final result for you before the end of the week
1 reply
Robin Buckley 4 hours ago
Jessica, remember this??
Reply...
Also send as direct message

Attachment H

Ascend Capventures Inc.
1309 Coffeen Avenue
Suite 8281
Sheridan, WY 82801
7348812200

INVOICE

ASCEND CAPVENTURES

Invoice #:	F0123RMA01_1R682Q3
Invoice Date:	07/20/23
Amount Due:	$548.57

Bill To:

Julie Maxwell
[redacted]
Pawtucket, RI [redacted]
United States Of America

Due Date
07/31/23

Item	Description	Quantity	Price	Amount
FBM Charge	Cost of FBM Products and services sold for Jan 2023	1	$548.57	$548.57

FBM charges for January 2023
Please see attachments for a detailed breakdown of the invoice.

Note:
For immediate posting of payments, please send wire to bank details listed below as it can take up to 4 business days for payments thru bill.com to get verified.

Bank Details:
Bank Name: Chase
Account Name: Ascend Cap Ventures
Account Number: [redacted]3792
Routing Number:
If ACH: [redacted]4131
If Wire: [redacted]0021
Address: 1309 Coffeen Avenue, Sheridan, WY 82801

Subtotal:	$548.57
Sales Tax:	$0.00
Total:	$548.57
Payments:	$0.00
Amount Due:	$548.57

To pay online, go to https://app02.us.bill.com/p/00802NJNELYSHDF1skn5

Attachment I

From: julie maxwell
To: [redacted]
Subject: Fwd: Ascend Collections
Date: Wednesday, July 31, 2024 4:17:28 PM

---------- Forwarded message ---------
From: **Ascend Collections** <collections@ascendecom.com>
Date: Wed, Jul 31, 2024 at 9:48 AM
Subject: Ascend Collections
To: [redacted]

Ascend CapVentures Inc.

Invoicing & Collections Department

07/31/2024

VIA ELECTRONIC MAIL

Maxland Innovative Solutions LLC

c/o Julie Maxwell

Email: [redacted]

RE: Ascend CapVentures Inc. | Julie Maxwell / Maxland Innovative Solutions LLC

Invoice No./s

O0324NBA01_1R682Q3

O0224NBA01_1R682Q3

O0124NBA01_1R682Q3

L0723ICA01_1R682Q3

L0623ICA01_1R682Q3

O1023MCA01_1R682Q3

O1223MCA01_1R682Q3

O1123RRA01_1R682Q3

O0923RRA01_1R682Q3

O0823RRA01_1R682Q3

F1222RRA01_1R682Q3

F1122RRA01_1R682Q3

S1222NBA01_1R682Q3

S0123RAA01_1R682Q3

P0723RAA01_1R682Q3

O0723RRA01_1R682Q3

O0623RRA01_1R682Q3

F0223COA01_1R682Q3

F0423COA01_1R682Q3

F0123RMA01_1R682Q3

P1121RRA01_1R682Q3

P0222RRA01_1R682Q3

P0122RRA01_1R682Q3

P0422RRA01_1R682Q3

P0522RRA01_1R682Q3

P0322RRA01_1R682Q3

O0523RRA01_1R682Q3

Amount Due: $5,477.63

FINAL NOTICE PRIOR TO COLLECTION

To Whom It May Concern:

We are writing to remind you of the outstanding balance on the invoices listed above, which are overdue by more than 2 months. This notice serves as a final request for payment.

Please understand that nonpayment will further compel us to take actions including, but not limited to:

1) Sending your account to collections; and,

2) Immediately ceasing any efforts or activities related to the contractual agreement between you and Ascend CapVentures Inc., as we will consider you in material breach of these agreements.

Please make your payment to the order of Ascend CapVentures Inc. via wire/ach using the following bank details and ensure that it reaches us within five (5) days of receipt of this correspondence.

- Bank Name: Choice Financial Group
- Account Name: Ascend Capventures Inc.
- Account Number: [redacted]7933
- Routing Number: [redacted]1229
- Address: 1309 Coffeen Avenue, 8847 Sheridan, WY 82801

If you have already made this payment, please disregard this notice. However, if you have any questions or need to discuss your account, please contact us at this email address.

Sincerely,

Invoicing & Collections Department

Please note that this communication does not constitute a waiver of any rights or remedies that Ascend CapVentures Inc. may have now or in the future.

--

Julie Maxwell

Maxland Innovative Solutions LLC

[redacted]

Exhibit 9

DECLARATION OF BRANDON MEYER

1. My name is Brandon Meyer. I am over 18 years old and I live in Phoenix, Arizona. The following statements are within my personal knowledge.

2. In approximately June 2022, I was looking for passive income opportunities. I believe I saw an ad on Facebook for Ascend Ecom ("Ascend").

3. Ascend Ecom sold third party Amazon stores and offered, for a fee, to open the store, handle order fulfillment and deal with customer service. I just had to put up the initial fee and working capital for the products to sell and I would make passive income. I set up an informational call based on the ad.

4. I spoke with a salesperson named Michelle Tedesco on about June 14, 2022, and then several other times over the course of more than two months. Michelle worked for a company called Optimyze Digital, but I did not realize that at the time. Michelle told me that Ascend Ecom was "the leader in the e-commerce landscape," and that its owner, Will Basta, was a visionary. She told me that she had a store with Ascend, which provided me with an additional sense that the company was legitimate. Michelle told me that by month six I should be "ramping up" my store and should expect to be making $2,500 per month profit. At another point she said I could make between $3,000-$5,000 per month, depending on how much money I put in for working capital. She said most people break even by month 15. Michelle also said that with $25,000 working capital, which I had, I should be making $8,000-$10,000 a month after profit splits at the end of two years. Michelle also said my investment would be protected by Ascend's 24-month money back guarantee. My understanding of the guarantee was that if I did not make my money back in 24 months, Ascend would buy my store back. Attached as **Attachment A** is a true and correct copy of an email in which Michelle told me there was a 24-month money back guarantee.

5. On about June 23, 2022, Michelle showed me a spreadsheet that showed the financial projections for an Amazon store with Ascend Ecom.

Attached as **Attachment B** is a true and correct copy of this spreadsheet. The spreadsheet of projected earnings was very convincing. It made me think I would be able to make passive income with Ascend Ecom.

6. Michelle told me that all of Ascend's employees are based in the United States. That was an important factor in getting me to invest with Ascend. I also saw positive articles in Forbes magazine, Will Basta's impressive Linked In profile, and information on Ascend's website. All of this made me believe the company was legitimate. I looked up the LLC and it checked out. The only thing that seemed strange was that they wouldn't show me clients' stores, but they explained that was a privacy issue and that was believable to me.

7. In August, I told Michelle that I was hesitant because the investment was such a large sum of money. She offered me a discount of 10% if I signed up before the end of August, which was the final enticement to convince me to sign up.

8. I sold my house and used some of the proceeds to finance my investment with Ascend.

9. I signed a contract on August 31, 2022, for an Amazon "Done For You" store. I paid $31,500 for the initial fee by wire transfer. I also gave Ascend Ecom access to my credit card that had a $25,000 limit on it for purchasing inventory. Attached as **Attachment C** is a true and correct copy of the proposal and contract I signed with Ascend Ecom; **Attachment D** is a true and correct copy of email confirmation I received from Ascend.

10. Before signing up, Michelle was the only person I was able to talk to.

11. I never received any document from Ascend Ecom or Optimyze Digital with any information substantiating the earning and profit claims contained in the spreadsheet or what Michelle told me over the phone. I also never received a document telling me whether Ascend Ecom or Optimyze Digital had been subject

to legal action or a list of consumers who purchased Ascend's services in the past three years.

12. After I signed up, I waited a month, without hearing any news, before reaching out to anyone. Then I had a difficult time getting in touch with anyone. The company seemed to be extremely compartmentalized. In about October 2022, an initial inventory order was put through, but then it was cancelled. Ascend claimed it was because of an error with the supplier, but that was not true because I spoke with the supplier myself. I had a hard time getting in touch with anyone to find out what really happened.

13. I learned later on that my store manager was in the Philippines and that what Michelle told me about all employees being U.S.-based was not true.

14. I tried going through the chain of command, starting with my CRT representative, Joel. I think CRT stands for Customer Representative Team. Joel told me that things would be fixed, but they weren't. I tried contacting my store manager but got no response. Having no other person to contact, I contacted the sales representative, Michelle Tedesco, for help. She responded that "support teams" would assist me. **Attachment E** is a true and accurate copy of the email exchange I had with Michelle on October 24, 2022.

15. In November 2022, I emailed Will Basta, the founder and owner of Ascend, and told him my concerns. I received an email response from Will on November 4, 2022. Will said, "This seems like poor management and an isolated issue" and things would get better, even though I had not had a single sale by that point. **Attachment F** is a true and accurate copy of this email exchange.

16. I reached back out to Michelle Tedesco who told me that complaints against Ascend Ecom were very rare. However, I tried to reach out to her again in about February 2023, and she had left the company.

17. My contract with Ascend Ecom was for a Fulfilled by Amazon ("FBA") store. That means that Ascend Ecom purchases inventory in bulk and

sends the inventory to Amazon's warehouses to fulfill customers' orders from my store. However, my store had no sales for months and in about December 2022, Ascend Ecom started selling products in my store using the Fulfilled by Merchant model ("FBM"), in which the merchant, not Amazon, sends the merchandise to the customer.

18. I had very few sales until January 2023, when they started selling using FBM. But they had to raise the prices of the products in my store because Ascend Ecom was buying the products from retailers like Walmart instead of buying wholesale. This is called dropshipping. This means that when a customer places an order for a product on my store, Ascend Ecom purchases the product from another retailer, like Walmart, and the product is shipped directly to the customer. Amazon's terms of service prohibit dropshipping. Many of the sales I did have ended up being returned or sent back as undeliverable.

19. In February 2023, Amazon flagged and deactivated my store for dropshipping. Ascend told me this was no big deal and Ascend would get it fixed right away because they have lawyers who would work on the appeal. I was told it would take less than a month to figure out.

20. Will Basta and Jeremy Leung are the owners of Ascend Ecom. Will and I had a video call on April 5, 2023. On the call, which I recorded, Will told me that many other clients' stores were not doing well and had fallen through the cracks, but that was a small percentage of their roughly 600 clients. Will told me he would put my store with a special team that would get my store working again. Then Will asked me for another $15,000 and said he guaranteed that I would get my money back in 90 days and I could sell products on one of Ascend's stores. I never received any additional information on this, and I told Will that I was not going to give him any more money. Attached as **Attachment G** are excerpted true and accurate copies of emails I exchanged with Ascend before and after the call.

21. In about June 2023, my store was still deactivated. Ascend Ecom filed multiple plans of action, which are appeals, and admitted guilt with Amazon. However, I believe the lawyers used templates, possibly generated by artificial intelligence, for the appeals, because they looked generic and not personalized. **Attachment H** is a screenshot of one of the appeals sent to Amazon. All the appeals have been rejected by Amazon. According to my contract with Ascend, I was supposed to get a new store if my store was deactivated, but I never received a new store.

22. No one was managing my store like they were supposed to and even though I had a few sales, I was losing money on everything that was sold because of Amazon's fees. My gross sales for the time my store was open were approximately $1,200.

23. I received invoices from Ascend Ecom for shipping costs months after my store was shut down and with no breakdown of the products shipped out.

24. In July 2023, I went to see Ascend's warehouses near Dallas, Texas with another Ascend customer. The first warehouse was at 1939 N Great SW Parkway, Grand Prairie, Texas 75050. It was very disorganized, with merchandize piled up in random places. I have worked in warehouses and based on my experience it did not look like it was being run properly. I spoke to the warehouse manager. I think his name was Rafael. He couldn't find my name or my company name in the computer system. He walked us through the warehouse and there were some shelves with store names, but mine was not there. They couldn't find my inventory. There were only a few customer stores in the warehouse. It looked like they might have been doing rodent control at the warehouse.

25. We went to the other warehouse nearby, at 941 Avenue N., Grand Prairie, Texas 75050. The manager there was Helen De Guzman. The same thing happened. The manager checked for my inventory, and she said my store was "not

in our system." She said she would email Raymond about it. There were only about three or four employees in the warehouse.

26. I was very upset about the warehouse visit and the missing inventory. After the visit, I asked several people at Ascend for an audit. I had been in contact with Jessica Sijan since about mid-March 2023. Jessica was the head customer relations specialist. I asked her for an audit, and I also asked Joel and Raymond. In a chat they said they would do an audit, but I did not see the results until I filed an arbitration action and Ascend provided some information to my lawyer. Then I saw that the numbers did not match what had been charged to my credit card for inventory.

27. Sometime in about June or July 2023, Jessica Sijan told me that Ascend was going to try to "make this right." She said she would talk to Will about canceling my contract, and that there were new members of "the board" who had to approve that. It sounded to me like Will and Jeremy had brought on new investors and that a new board was in charge of Ascend.

28. During October and November 2023, I communicated via Slack with someone named Naigel and some other people at Ascend Ecommerce. None of them provided answers to my questions or got me an operational store. Attached as **Attachment I** are screenshots of messages I exchanged with Ascend.

29. In the summer of 2023, I also had contact with a lawyer from the Federal Trade Commission. She drafted a declaration for me to sign about my experience with Ascend. I never signed the declaration because I learned that Ascend had sent very threatening messages to another client who complained about his experience with Ascend. I didn't sign the declaration because I was afraid.

30. Because my account was deactivated, Amazon locked the money that I made from the few sales I made, which was about $529. Amazon finally released that money in about March 2024.

31. I tried reaching out to Ascend's attorney, Jonathan Herpy. I called his office and asked to talk to him multiple times, but he never called me back. I started trying to reach Mr. Herpy in about August 2023. Naigel called me and said he'd put him in contact, but Mr. Herpy never called me.

32. Around that time, I filed for arbitration with some other people who invested with Ascend and lost money. After that, Ascend cut off communications with me.

33. There are multiple Facebook groups dedicated to people who have who have had similar experiences with Ascend. I have talked to over 50 people who had similar experiences, with combined losses of millions of dollars. I have spoken to only one person who has or had a successful Amazon store or received their initial investment back, and they were a very early investor.

34. The projections I was given about how much money I would make did not come remotely close to what actually happened.

35. I have about $37,000 in losses, including the initial fee, inventory, and other fees. I also paid for about $2,000-$3,000 worth of inventory that is unaccounted for.

36. I believe Ascend Ecom switched to doing business as Ascend Capventures and now may be operating as ACV.

37. I requested a refund multiple times, but I have never received one. Will Basta told me that Ascend does not give refunds.

38. The name of my store was Casiva Ecom and my company was Casiva Ecommerce LLC. The email address I used with Ascend was sales@casivaecom.com. I also used the email address orders@casivaecom.com.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on May 15, 2024, 2024 at Phoenix, Arizona.

Brandon Meyer (May 15, 2024 07:57 PDT)

BRANDON MEYER

Declaration

Final Audit Report 2024-05-15

Created:	2024-05-15
By:	[redacted]
Status:	Signed
Transaction ID:	CBJCHBCAABAA0d-Mm73tVWEeM3iE8knTDSgC7F79PTRD

"Declaration" History

Document created by [redacted] ([redacted]@ftc.gov)
2024-05-15 - 1:12:16 PM GMT

Document emailed to [redacted]@gmail.com for signature
2024-05-15 - 1:13:19 PM GMT

Email viewed by [redacted]@gmail.com
2024-05-15 - 2:56:58 PM GMT

Signer [redacted]@gmail.com entered name at signing as Brandon Meyer
2024-05-15 - 2:57:44 PM GMT

Document e-signed by Brandon Meyer [redacted]@gmail.com)
Signature Date: 2024-05-15 - 2:57:46 PM GMT - Time Source: server

Agreement completed.
2024-05-15 - 2:57:46 PM GMT

Attachment A

From: **Michelle Tedesco** mich lle@optimyz digital.com
Subject: Amazon Automation
Date: Jun 23, 2022 at 6:42 PM
To: [redacted]@gmail.com

MT

Hi Brandon,
It was great speaking with you about our Amazon program. As discussed in our conversation, the opportunity for a single store is a 40K hybrid FBA Wholesale and online arbitrage for Amazon. Each single store also requires 25K working capital for inventory and is a 70/30 profit share split with our fulfillment team.This program also has the option after 3 months the client can pay an additional 5k and have the profit split adjusted to 75/25 . This program comes with a 24 month money back guarantee as well. We also have 30k and 35k single store options. In addition to single stores as we discussed on call we have several bundle packages to get two,three or more stores. I am sending you aYoutube video of our prep center warehouse in Dallas Texas with the owners of our fulfillment teams doing a walkthrough showing the process of order fulfillment with Amazon. I am also sending a video that explains the CRM system Hubspot that would give you access to as a client to be able to view what is occurring with your store as well as a link to our slide deck that explains our Amazon programs. The fourth link is to a recent video from the co-owners of the business explaining why we build ecommerce companies. The 5th link is recordings of inside two clients' stores. The 6th and 7th links are recent client testimonials. I have also added articles about our fulfillment team that were recently published in Business Insider, USA Today, and Yahoo! News. I have attached the excel table with the financial forecast for the Amazon stores and information about the asset value of your business if you decide to sell. (Please download the excel table or open in google sheets to view the headers and to be able to toggle the choice options. For example, choose a single store and what profit share split management fee you are interested in 25,30,35, or 40 %,for reinvest, put yes, how much capital you are allocating and then it will show you the conservative profits for your business.

I look forward to speaking to you Thursda June 30th at 2:30 pm A izona time.

Warehouse in Dallas Texas

https://www.youtube.com/watch?v=TbK8FPLsJF8

Slid Deck explaining Amazon
https://my.visme.co/view/x43rkxrw-ascend-amazon-walmart-presentation#s1

CRM Hubspot syst m overvi w
https://drive.google.com/file/u/7/d/1IvwvIiELDi2N0DKR8V3bf8RKM1uqexu1/view

How and Why w built Ecommerc Compani s (Video from co-own rs)
https://youtu.be/Hzs_t7ezN_c

This link is r cording from the co-own r of the busin ss and th insid of two client's stor s.

https://us06web.zoom.us/rec/play/HX7NIjDy-vv88cbRpEAIXSiQjnuRF5aAhL1A49c7-Pxd34cXeQ5sbjaej9_nRNaGn_PnoqtB2A-zxxGJ.cswbAOB8khXC_XSj?startTime=1652393398000&_x_zm_rtaid=j1jRTcTBT4a-7w8Sido6og.1652560681247.e6298a53a63402e8fe5b5af44c8404c9&_x_zm_rhtaid=973

Passcod [redacted]

EX 9
719

Client Testimonial
https://youtu.be/VQ7zikNZi_c

Private label client testimonial
https://youtu.be/bkpw3okVLhM

Article in Business Insider
https://markets.businessinsider.com/news/stocks/ascend-ecom-works-to-bring-transparency-to-the-ecommerce-industry-1031292525

Article in Yahoo! News
https://sg.news.yahoo.com/amazon-fba-walmart-automation-refined-070000081.html

Article in USA Today
https://www.usatoday.com/story/sponsor-story/imperium-group/2022/01/07/top-disruptors-2021-lead-their-different-industries-new-heights/9089661002/

Ascend Youtube link and channel with messages from Owner and testimonials from clients:
https://youtu.be/Nq-a_0cP-pk

Funding resource for additional credit cards to supplement inventory for working capital and scaling.
https://apply.fundwise.com/optimyze

After 3-4 months we can also assist in helping clients get business lines of credit with our partnership representatives at American Express.

Kindly
Michelle
[redacted]

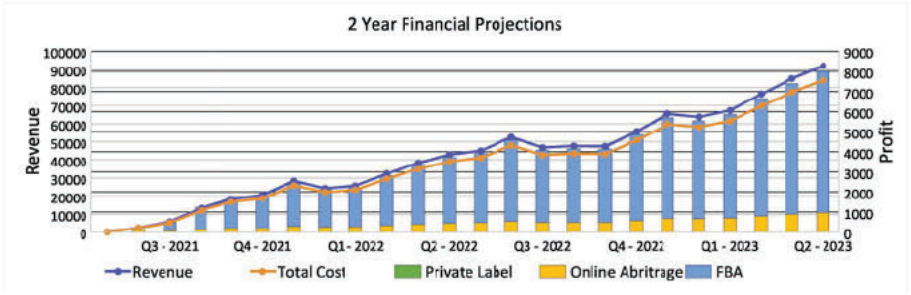
Ascend Amazon 24-Month Forecast-3.xlsx

Attachment B

Starting Period	Q3
Bundle type	
Working Capital Per Store	
Reinvest Profits?	
Management Profit Percentage	

Totals	Year 1	Year 2	24 Mo Total
Gross Revenue	$252,105	$745,041	$997,146
Expenses	$230,192	$680,222	$910,414
Client's Profit	$21,913	$64,819	$86,732

Projected Asset Value	-	$189,985



Twenty Four Month Forecast

3512

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Year 1	Margins	% of Total
Working Capital	-	**2,430**	**5,578**	**11,589**	**16,342**	**18,336**	**25,210**	**21,724**	**22,942**	**28,941**	**34,164**	**38,283**	**225,540**		
Gross Revenue		2,430	5,801	13,217	18,303	20,537	28,235	24,331	25,695	32,414	38,263	42,878	**252,105**		100.0%
Private Label	-	-	-	-	-	-	-	-	-	-	-	-	-		0.0%
Online Abritrage		2,430	1,450	3,304	4,576	5,134	7,059	6,083	6,424	8,103	9,566	10,719	64,849		25.7%
FBA	-	-	4,351	9,913	13,727	15,403	21,177	18,248	19,271	24,310	28,697	32,158	187,256		74.3%
Cost of Goods	-	1,701	3,625	8,112	11,440	12,835	17,647	15,207	16,059	20,258	23,915	26,798	**157,599**	**62.5%**	100.0%
Private Label	-	-	-	-	-	-	-	-	-	-	-	-	-		0.0%
Online Abritrage	-	1,701	1,015	2,313	3,203	3,594	4,941	4,258	4,497	5,672	6,696	7,504	45,394		28.8%
FBA	-	-	2,611	5,799	8,236	9,242	12,706	10,949	11,563	14,586	17,218	19,295	112,205		71.2%
Amazon Fees	-	559	1,334	3,040	4,210	4,723	6,494	5,596	5,910	7,455	8,801	9,862	**57,984**		
Store Profit	-	**170**	**841**	**2,065**	**2,654**	**2,978**	**4,094**	**3,528**	**3,726**	**4,700**	**5,548**	**6,217**	**36,522**	**14.5%**	100.0%
Private Label	-	-	-	-	-	-	-	-	-	-	-	-	-		0.0%
Online Abritrage	-	170	102	231	320	359	494	426	450	567	670	750	4,539		12.4%
FBA	-	-	740	1,834	2,334	2,618	3,600	3,102	3,275	4,133	4,879	5,467	31,982		87.6%
Management Fee	-	68	336	826	1,062	1,191	1,638	1,411	1,490	1,880	2,219	2,487	**14,609**	**5.8%**	
Clients Profit	-	**102**	**505**	**1,239**	**1,592**	**1,787**	**2,456**	**2,117**	**2,235**	**2,820**	**3,329**	**3,730**	**21,913**	**8.7%**	

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Year 2	Margins	% of Total
Working Capital	**40,171**	**46,954**	**41,738**	**42,606**	**42,332**	**49,743**	**58,469**	**56,862**	**60,108**	**68,290**	**75,776**	**82,165**	**665,215**		
Gross Revenue	44,992	52,589	46,747	47,719	47,412	55,712	65,485	63,686	67,321	76,485	84,869	92,025	**745,041**		100.0%
Private Label	-	-	-	-	-	-	-	-	-	-	-	-	-		0.0%
Online Abritrage	11,248	13,147	11,687	11,930	11,853	13,928	16,371	15,921	16,830	19,121	21,217	23,006	186,260		25.0%
FBA	33,744	39,441	35,060	35,789	35,559	41,784	49,114	47,764	50,491	57,364	63,652	69,018	558,781		75.0%
Cost of Goods	28,120	32,868	29,217	29,825	29,632	34,820	40,928	39,604	42,075	47,803	53,043	57,515	**465,651**	**62.5%**	100.0%
Private Label	-	-	-	-	-	-	-	-	-	-	-	-	-		0.0%
Online Abritrage	7,874	9,203	8,181	8,351	8,297	9,750	11,460	11,145	11,781	13,385	14,852	16,104	130,382		28.0%
FBA	20,246	23,665	21,036	21,474	21,335	25,070	29,468	28,659	30,294	34,418	38,191	41,411	335,268		72.0%
Amazon Fees	10,348	12,095	10,752	10,975	10,905	12,814	15,062	14,648	15,484	17,592	19,520	21,166	**171,359**		
Store Profit	**6,524**	**7,625**	**6,778**	**6,919**	**6,875**	**8,078**	**9,495**	**9,234**	**9,762**	**11,090**	**12,306**	**13,344**	**108,031**	**14.5%**	100.0%
Private Label	-	-	-	-	-	-	-	-	-	-	-	-	-		0.0%
Online Abritrage	787	920	818	835	830	975	1,146	1,115	1,178	1,338	1,485	1,610	**13,038**		12.1%
FBA	5,736	6,705	5,960	6,084	6,045	7,103	8,349	8,120	8,583	9,752	10,821	11,733	**94,993**		87.9%
Management Fee	2,610	3,050	2,711	2,768	2,750	3,231	3,798	3,694	3,905	4,436	4,922	5,337	**43,212**	**5.8%**	
Clients Profit	**3,914**	**4,575**	**4,067**	**4,152**	**4,125**	**4,847**	**5,697**	**5,541**	**5,857**	**6,654**	**7,384**	**8,006**	**64,819**	**8.7%**	

	Q3 - 2021			Q4 - 2021			Q1 - 2022			Q2 - 2022			Q3 - 2022			Q4 - 2022			Q1 - 2023			Q2 - 2023	
Revenue		$2,430	$5,801	$13,217	$18,303	$20,537	$28,235	$24,331	$25,695	$32,414	$38,263	$42,878	$44,992	$52,589	$46,747	$47,719	$47,412	$55,712	$65,485	$63,686	$67,321	$76,485	$84,869	$92,025
Total Cost	$0	$2,328	$5,297	$11,978	$16,711	$18,750	$25,779	$22,214	$23,460	$29,594	$34,934	$39,147	$41,078	$48,013	$42,680	$43,568	$43,287	$50,865	$59,788	$58,145	$61,464	$69,831	$77,485	$84,018
Clients Profit	$0	$102	$505	$1,239	$1,592	$1,787	$2,456	$2,117	$2,235	$2,820	$3,329	$3,730	$3,914	$4,575	$4,067	$4,152	$4,125	$4,847	$5,697	$5,541	$5,857	$6,654	$7,384	$8,006
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	$0
Online Abritrage	$0	$102	$61	$139	$192	$216	$296	$255	$270	$340	$402	$450	$472	$552	$491	$501	$498	$585	$688	$669	$707	$803	$891	$966
FBA	$0	$0	$444	$1,100	$1,400	$1,571	$2,160	$1,861	$1,966	$2,480	$2,927	$3,280	$3,442	$4,023	$3,576	$3,651	$3,627	$4,262	$5,010	$4,872	$5,150	$5,851	$6,492	$7,040

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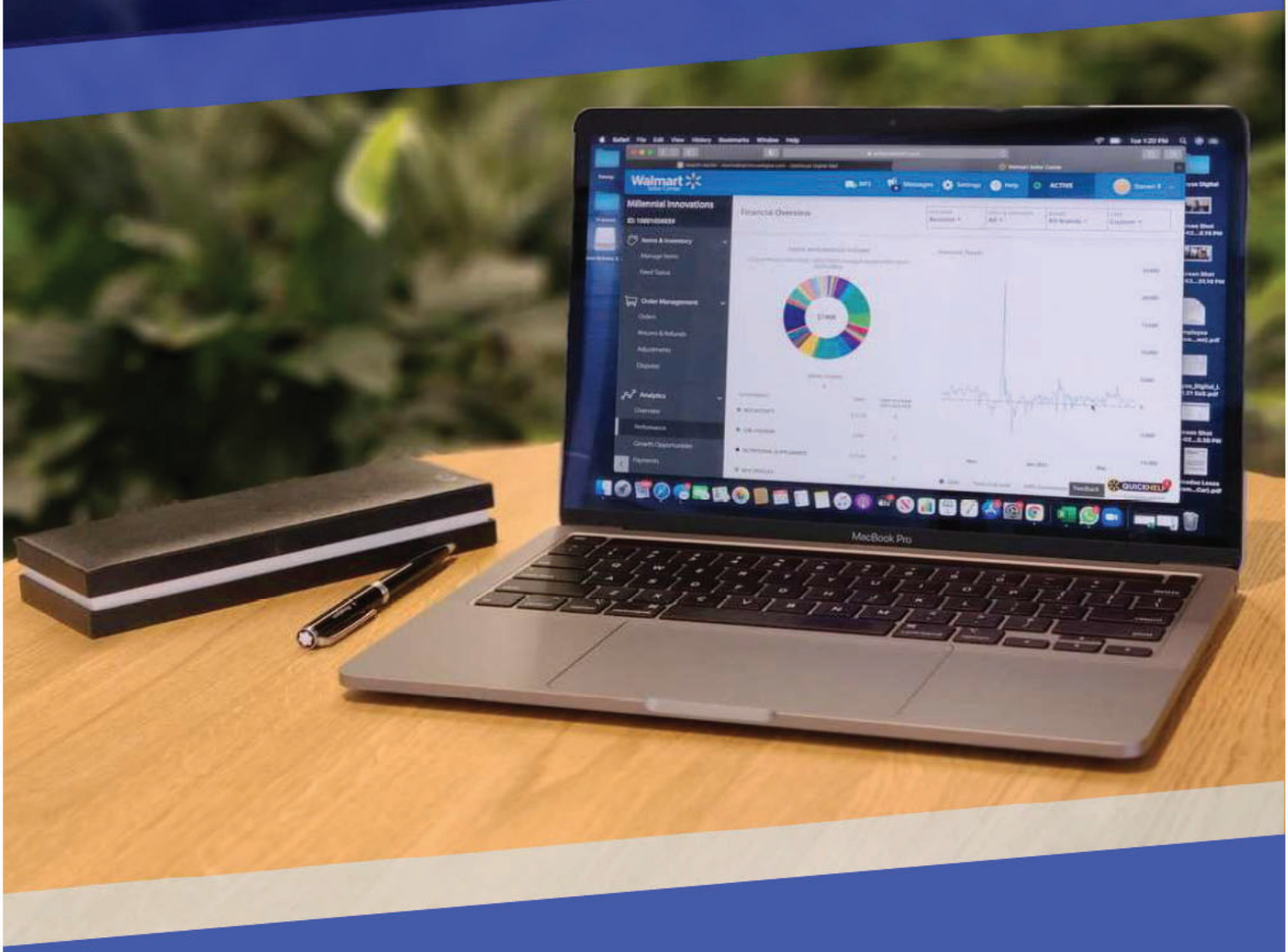
Attachment C



Delivering on Your eCommerce Objectives

Project Proposal
Amazon Automation

Delivered on
August 14, 2022

Client
Brandon Meyer

Company
Ascend Ecom LLC

Introduction

Hi Brandon,

We as a team thank you for reviewing this proposal. We have absolute confidence that we will take tremendous care of you with the program detailed in this proposal. We hope this is the beginning of a great relationship between you and our network, and look forward to long term development.

Below is a review of the infrastructure we provide. Please do not hesitate to reach back out to the sales person you've been speaking with, and request links to resources that go deeper in-depth with the program features that have piqued your interest.

If you have any questions, comments, or feedback regarding the structure of this proposal or agreement, feel free to reach out to your sales person and let them know. Our goal is to provide transparency and clarity for the foundation of your business relationship with Ascend Ecom, and ensure you are comfortable before taking the next steps towards building your eCommerce business!

Kind regards,

Will Basta
Co-Founder
Ascend Ecom LLC

Scope of Management

GENERAL MANAGEMENT

Our responsibility at Ascend Ecom is to manage the machine that is producing returns - and report to you with progress updates to ensure you have a full view of the system that is being managed. With that said - we do not want to overwhelm you with information - so you will have one assigned team as a primary point of contact for all questions, comments, requests, or insight with text & email support during all business hours.

CLIENT SUPPORT FEATURES:

- Guided assistance for account applications & introductory store setup
- Designated customer support team for on-demand text communication during all business hours
- Reports and reviews upon request for forecasting, review, risk assessment, and up-to-date information regarding your program

SYSTEM FEATURES

- Implementation and management of proprietary algorithms and AI tools for store performance, technical integrations, web hooks, tracking software, product searching & selection, price matching, and discoverability
- Store setup including all configuration, shipping options, product information management, and financial analytics setup & maintenance
- Warehousing setup and management for your stores at one of Ascend's facilities
- Setup and management of private label supply line, research team, warehousing, and distribution
- Implementation and management of necessary marketing and branding (i.e., websites, PPC campaigns, logos & typography, etc.)
- Configuration of systems for improved product discoverability, performance, and technical SEO implementation
- Sales strategies and replacement of underperforming products



Program Overview

AMAZON MARKETPLACE

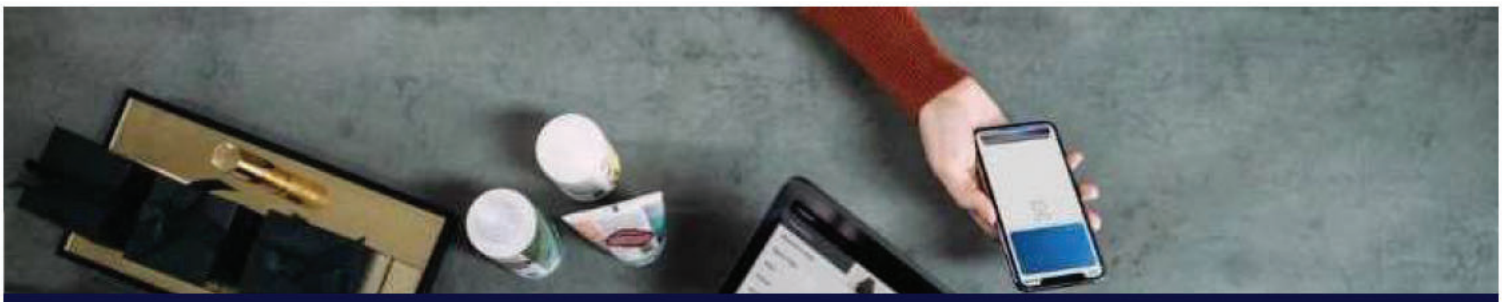
The Amazon marketplace has revolutionized the way consumers are purchasing goods. From tote bags to TVs, Amazon has made retail easier than ever, and this efficiency has led to massive growth of annual revenue on the platform. As the number one player in the rapidly scaling eCommerce industry, we see the ability to make money as a third party seller on this platform a profitable venture for many years to come.

Ascend Ecom offers multiple revenue models to diversify the streams of income that produce returns for our clients, all detailed below. Utilizing a combination of these models will not only strengthen the revenue streams from stores, but also develop the asset value of each store in which, after 24-30 months, the sale of stores on platforms such as *empire flippers* or to private investors & aggregators provides a great exit strategy for clients.

WHOLESALE & FULFILLMENT BY AMAZON

Wholesale - The team reaches out to thousands of trusted US based wholesalers on your behalf to establish reseller relationships with name-brands. When sales reach volume in your store, the team negotiates exclusivity contracts on your behalf. While that process develops, Ascend Ecom utilizes their own relationships with wholesalers to place POs on behalf of your account to ensure you reach sales quickly and begin seasoning your accounts.

FBA - Fulfillment by Amazon, or FBA, is a system in which Amazon stores your products in their fulfillment centers. When customers make orders on your store, Amazon ships, delivers, and manages customer support on your behalf. At an average revenue percentage of 18.5%, Amazon is leaning heavily into this model to fulfill orders for third party sellers. While it is a large cost, the added bonuses of consumer trust, quick shipping times, automation, and general convenience act as tremendous catalysts to scale online businesses. It is the most secure and reliable model for long term growth.



ONLINE ARBITRAGE

Online arbitrage, or O.A., is a fusion between dropshipping and wholesale. Small orders of 10-30 unites are placed on platforms such as Home Depot, Zappos, Walmart, etc., and sent to our warehouses for repackaging. We then send in to 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. Many revenue models on Amazon require time and patience, such as establishing your initial vendor contracts with wholesale, research and product sourcing with private label (more on that below!), and the general process of maturing, or "ungating", your accounts as Amazon places restrictions on new sellers to as part of their effort to ensure quality customer experiences. O.A. enables you to begin selling immediately, and support revenue in your stores while all other processes are developing. Long term, it's a great supplemental tool to keep the money flowing in.

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.

As your stores scale, we focus our efforts increasingly on scaling the private label model within your business. This ensures that the overall margins and valuation of your portfolio are steadily increasing, so that by the 36th month and on we have maximized the gains collected in an exit.



Pricing Breakdown

Description	Price	Frequency	Total Price
Initial Consulting Fee "*Store Infrastructure Fee*" - this goes directly towards warehousing infrastructure, full time employees & benefits, dedicated VA team, consulting expertise, store build, product sourcing & procurement, & contract negotiation.	$30,000	1	$30,000
Management Fee / Commission - 40% 40% of net profit from store to be paid twice a month (*relative to Amazon payout schedule*)	Percentage	Semi-Monthly	
Amazon Seller Central Monthly Amazon membership fee (paid annually)	$49		
Reseller Certificate Filing fee of $50-$150 for resellers certificate (dependent on state of incorporation)	$50 - $150		
Software Fee Upon the third month, software costing $100-150/mo will be applied to facilitate growth. ***This cost is subject to change, and is deducted from calculation of net profit.***	$100 - $150		
Minimum Working Capital This is the minimum requirement of available credit or capital to cover inventory & wholesale price of products for both online arbitrage and wholesale orders. **(per store)** **$25,000+ credit available required long term - we have options available upon request**	$15,000		
SUBTOTAL			**$30,000**
PROMOTIONAL DISCOUNT (-10%)			**-$3,000**
PROGRAM COST			**$27,000**

Optional Addons

Description	Price	Quantity	Total Price
☐ **Private Label Package** Two private label products with services including but not limited to product research, supplier outreach, sampling, production mapping, competitor research & analysis, logos & branding, and pricing strategy. Initial inventory, ad strategy, and backup products included.	$10,000	2	$20,000
☐ **Profit Share Increase** Optional upgrade gives clients the opportunity to reduce the Management fee by 5% with each upfront payment of $5,000 **(maximum $10,000)**	$5,000	1	$5,000
☐ **Ungating Service** Using our own system and relationships with thousands of brands, we get 100 brands ungated for your store to give you an edge against other sellers in less saturated spaces.	$10,000	1	$10,000
SUBTOTAL			**$5,000**
PROMOTIONAL DISCOUNT (-10%)			**-$500**
TOTAL			**$4,500**

AMAZON MASTER SERVICES AGREEMENT

This Amazon Master Services Agreement (this "Agreement"), made August 14, 2022, and effective as of the last identified on the signature page below to this Agreement (the "Effective Date") is entered into by and between Ascend Ecom LLC, (hereafter referred to as "Manager"), and Brandon Meyer, the individual or entity set forth on the signature page attached here to (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 hereto, 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 an Amazon.com store on behalf of Client:

- Amazon.com Marketplace Account Application Services
- Reseller Certificate Services
- Product research, sourcing, selecting and listing of products for sale on amazon.com via FBA
- Product research for Private Label products and sourcing/ manufacturing of these products on behalf of client (Only Applicable to PL clients)
- 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.
- 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 $25,000 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 $31,500.00 USD, of which $31,500.00 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, however Manager will provide optional alternative methods for client to obtain approval, some of which may be subject to extra costs. 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 of 35% 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 that is earned from selling on Amazon.com.

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 $25,000 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 $25,000. The term will automatically renew for an additional 12 months, unless Client or Manager provides 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 $31,500 in their allocated share of Net Profits, (Private Label costs are not covered in the Buyback) 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 of $31,500 that was not recovered by Client from any Net Profit and "cash back" credits on earned from Client's credit cards used on Client's Amazon.com store business or any other profits earned from an Ascend Ecom program 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 of $31,500.

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 2.4 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 vary and will be presented to client for approval ahead of time of purchase or charge. These are subject to change as the business grows and evolves.

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 up front commission cost to fulfill their investment.

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 accounts including A to Z claims, chargebacks, and negative feedback.

6.2 Recission 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 outside the parameters set forth in section 3.2 of this agreement.

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 grand 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.