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Attorneys for Plaintiff

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

IN THE UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

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

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

FILED UNDER SEAL

PLAINTIFF FEDERAL TRADE COMMISSION'S EXHIBITS

VOLUME VII

Exhibits 20-22

Pages 1871 to 2215

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 VII – Exhibit List

Ex.	Description	Beginning Page #	Ending Page #
20	Declaration of Leslie Williams	1871	1923
21	Declaration of Jason Winsor	1924	2016
22	Declaration of Blanca Yanez	2017	2215

Exhibit 20

DECLARATION OF LESLIE WILLIAMS

1. My name is Leslie Williams. I live in Saint Cloud, Florida. The following statements are within my personal knowledge.

2. In about January 2022, I was looking for investment opportunities for some passive income. On social media, I saw companies that could assist with setting up a marketplace, and I found a company called Optimyze Digital. They told me about Ascend Ecom, and said Ascend could service a Walmart online store for me. Optimyze Digital gave me a spreadsheet that had monthly earnings projections on it. My recollection is that the spreadsheet showed that after six months, I would be making about $350,000 per year with a Walmart store.

3. I spoke with Will Basta, one of the owners of Ascend Ecom. He confirmed what Optimyze told me about how much I would make with Ascend. Will said that if I had any problems, he would personally be available to help me. Will Basta told me that I could be making about $30,000-36,000 per month with Ascend managing my Walmart store. He also said most people break even within six months to a year of joining Ascend. Will Basta said Ascend had a warehouse in Dallas and he invited me to visit after I signed up.

4. Based on what Optimyze said, the spreadsheet, and especially my conversation with Will Basta, I believed that I would be able to make passive income with Ascend Ecom and would make about $350,000 by the end of the first year.

5. On about February 4, 2022, I signed a contract with Ascend Ecom LLC for a Walmart store. The investment was $20,000. I asked if I could pay by credit card but Will Basta told me they didn't take credit cards. I received a link to Bill.com and I set up an account linked to my checking account at my credit union. I paid $20,000 for the initial fee by wire transfer through Bill.com. I also gave Ascend Ecom access to my credit card so they could buy inventory. **Attachment A** is a true and accurate copy of an invoice I received from Ascend for $20,000.

Attachment B is a true and correct copy of the Master Services Agreement I signed with Ascend Ecom.

6. I did not receive a document from Ascend Ecom or Optimyze Digital with information substantiating the earning and profit claims contained in their spreadsheet, or substantiating what the sales agent and Will Basta told me over the phone. I also never received a document from Ascend Ecom or Optimyze Digital telling me whether they were the subject of legal action, or a list of consumers who purchased Ascend Ecom's services in the past three years.

7. I formed an LLC called AAK4LES Commerce LLC to operate my business with Ascend. The email addresses I used were [redacted]@gmail.com and [redacted]@gmail.com.

8. Walmart approved me to sell on Walmart Marketplace in May 2022. It took a long time for Ascend to build my store. I was concerned because my credit card was charged for inventory but the merchandise I bought was not sold on my store. I complained repeatedly to Ascend about this.

9. Walmart terminated my store in approximately late June or early July 2022 due to a violation of Walmart's policy. **Attachment C** is a true and accurate copy of an email I received from walmart.com regarding the termination of my account.

10. On July 6, 2022, I received a message from Will Basta saying, "Walmart is a finicky platform," and that Ascend would replace the business for me at no cost. **Attachment D** is a true and accurate copy of that message from Will Basta.

11. I communicated with Ascend by email and a messaging portal called ClickUp. In October and November 2022, I complained in writing about the fact that Ascend had not followed through on its promises to me. On November 18, 2022, Will Basta wrote to me on ClickUp with a "plan of action." Will said he would give me "an extended profit split of 75/25 until June 2023." He also said I

would get management of my Walmart store and an Amazon store, which was "two businesses for the price of 1." **Attachment E** is a true and accurate copy of messages between me and Ascend, including Will Basta's message on November 18, 2022. I agreed to try out the Amazon store to see if it would bring in revenue while the issues with the Walmart store were being worked on.

12. I continued to have problems with Ascend, including my stores on Walmart and Amazon being terminated. In February 2023, I exchanged emails with Roland Aguilar at Ascend. He said he would "look into" the problems I was having and get back to me. **Attachment F** is a true and accurate copy of messages between me and Roland. Roland did not get back to me. On June 26, 2023, I exchanged emails with Skye Baker at Ascend about how there had still not been follow-up to Will Basta's message from November 2022. Skye said she would "work on this," but it seemed like nothing changed. **Attachment G** is a true and accurate copy of messages between me and Skye Baker.

13. In about August 2023, I received an invoice from Ascend for some household items for inventory. **Attachment H** is a true and accurate copy of an invoice I received, dated August 30, 2023, for $4,954.00. On September 2, 2023, I received an invoice via a message app from Ascend Capventures, LLC. The invoice was for different household items, for a slightly different amount, $4,965.23. Attached as **Attachment I** is a true and accurate copy of the invoice. The different products and different amounts on the invoice made me worried. I questioned Ascend about this and they said they would send out a different invoice.

14. I received another invoice from Ascend for $5,097.97, due September 2, 2023. Attached as **Attachment J** is a true and accurate copy of the invoice. Attached as **Attachment K** is a true and accurate copy of a screen shot I took of my credit card online account record showing a transaction with "ACENDCV" for 5,097.97, which was automatically charged to my credit card.

15. After I paid for that inventory, it was not listed for sale in my store. I messaged Benjamin.AM at Ascend on November 28, 2023, asking about my store. It had been three months since I purchased products for the store and none of it was being offered for sale. I wrote again on December 13, 2023, asking about my store. **Attachment L** consists of true and accurate copies of these messages to Benjamin.

16. During 2023, Ascend ordered and sold a few products on Amazon, but I had to purchase the products up front and sales were bad. Eventually, Amazon notified me that it was deactivating my store due to trademark violations. **Attachment M** is a true and accurate copy of a deactivation notice I received from Amazon.

17. On January 23, 2023, I got a message from Joyce Agustin at Ascend Ecom. Her signature block said she was a "Business Management Assistant." Joyce told me that Stripe had frozen Ascend's account and debited the $5,097.97 payment. She instructed me to initiate a chargeback through Stripe and said I could then pay Ascend through Square, another payment service. **Attachment N** is a true and accurate copy of Joyce Agustin's message. This message made me think that Ascend was a fraud. I received a credit for that payment and decided not to send another payment to Ascend.

18. Raymond Villanueva, who told me he was part of Leadership at Ascend, had advised me in approximately mid-2023 that Ascend Ecom was supposed to refund my $20,000 Service Fee, if the Walmart on-line store never got off the ground. Raymond told me this during a video call which I requested to discuss my concerns. As time passed, Raymond would never be available for any calls or communications to discuss refund of the $20,000 Service Fee.

19. In early 2024, I sent an email saying it had been two years since I joined Ascend and I had not made money like they had promised. They had said they would buy my store back after two years, and I said I wanted them to do that.

I sent another email saying I was going to post on social media about my terrible experience with Ascend.

20. In early March 2024, I received an email from Jonathan Herpy, who said he was Ascend's lawyer. Mr. Herpy said Ascend forwarded my email to him, to discuss a possible settlement. I spoke with Mr. Herpy for 15-30 minutes. He asked me what I wanted to resolve my issues with Ascend. I said I wanted my $25,000 back, for the initial investment and what I spent for inventory. Mr. Herpy said he would speak with his client and get back to me, but I never heard back from him.

21. I called Mr. Herpy's office twice more in March 2024. The person who answered the phone said she would give a message to Mr. Herpy and he would call me back. I never got a call back. I also sent emails to Mr. Herpy and did not get a response.

22. I have lost over $25,000 through my dealings with Ascend, including the initial fee, inventory and other fees. I never made any profit. There were never any sales in my Walmart store. The projections I was given about how much money I would make were not remotely true.

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

Executed on May 16, 2024, 2024 at Saint Cloud, Florida.

LESLIE WILLIAMS (May 16, 2024 14:40 EDT)

Leslie Williams

Declaration - Leslie Williams final 5-16-2024

Final Audit Report 2024-05-16

Created:	2024-05-16
By:	[redacted]
Status:	Signed
Transaction ID:	CBJCHBCAABAAAFj5MKq7l0OivpXCQBxNNy8tWZ77Tih2

"Declaration - Leslie Williams final 5-16-2024" History

Document created by [redacted]
2024-05-16 - 6:23:10 PM GMT

Document emailed to [redacted]@gmail.com for signature
2024-05-16 - 6:25:19 PM GMT

Email viewed by [redacted]@gmail.com
2024-05-16 - 6:38:03 PM GMT

Signer [redacted]@gmail.com entered name at signing as LESLIE WILLIAMS
2024-05-16 - 6:40:37 PM GMT

Document e-signed by LESLIE WILLIAMS [redacted]@gmail.com)
Signature Date: 2024-05-16 - 6:40:39 PM GMT - Time Source: server

Agreement completed.
2024-05-16 - 6:40:39 PM GMT

Attachment A

INVOICE

Ascend Ecom
1309 Coffeen Avenue
Sheridan, WY 82801
8453990676

Invoice #:	020322-02
Invoice Date:	02/03/22
Amount Due:	$20,000.00

Bill To:

Leslie Williams
United States

Due Date
02/06/22

Item	Description	Quantity	Price	Amount
WM Automation	Walmart Management Services	1	$20,000.00	$20,000.00

Bank Details:
Chase
Account Name: Ascend Ecom LLC
Account Numbe [redacted] 7352
Routing Number:
[redacted](if ACH or direct deposit)
[redacted](if wire)
Address:
1309 Coffeen Avenue,
Sheridan, WY, 82801

Subtotal:	$20,000.00
Sales Tax:	**$0.00**
Total:	$20,000.00
Payments:	$0.00
Amount Due:	$20,000.00

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

Attachment B



Delivering on Your eCommerce Objectives

Project Proposal
Walmart Automation

Delivered on
January 31, 2022

Client
Leslie Williams

Company
Ascend Ecom LLC

Pricing Breakdown

Description	Price	Frequency	Total Price
Initial Consulting Fee "*Store Infrastructure Fee*" - warehousing infrastructure, employees & benefits, dedicated VA team, store build, product sourcing & software, pricing tools & analytics, & customer service systems	$20,000	1	$20,000
Management Fee / Commission - 40% Management fee of 40% of net profit from store to be paid twice a month (*relative to Walmart pay out schedule)*	Percentage	Semi-Monthly	
Optional Upgrade Optional upgrade gives clients the opportunity to reduce the Management Fee by 5% with each payment of $5,000 **(maximum $10,000)**	$5,000	0	$0
Amazon Business Prime Membership For supply of products sold on Walmart store. Inventory purchased per order on Amazon and upsold on Walmart Marketplace	$179		
Software Fee Product software for wholesale analyzing, keyword searching, product research, & organization	$24.50	Semi-Annual	
Minimum Working Capital Minimum available starting credit/capital to cover inventory & wholesale price of products for both online arbitrage and wholesale orders. **(per store)**	$15,000		
☐ **AMZ Tax Exemption** Optional one time fee providing Amazon tax exemption - We take care of this for you!	$350		$350
☐ **State Tax Filing** We automate your store taxes with our software	$50-100	Monthly	
TOTAL			**$20,000**

EX 20
1882

WALMART MASTER SERVICES AGREEMENT

This Walmart Master Services Agreement (this "Agreement"), January 31, 2022and 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, (hereafter referred to as "Manager"), and Leslie Williams , 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, Walmart.com are websites that allows users to buy and sell products. Walmart.com use an infrastructure that permits, buying, selling, storage, and shipping.

WHEREAS, Manager is engaged in providing Walmart.com seller account management services. Manager desires to provide Client with Walmart.com seller account management services, and Client is willing and desires to retain Manager to provide Walmart.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:

EX 20
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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 Walmart.com store on behalf of Client:

- Walmart.com Marketplace Account Application Services
- Reseller Certificate Services
- Product research, sourcing, selecting and listing of products for sale on Walmart.com via WFS
- 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 Walmart.com seller account including customer claims, chargebacks, and negative feedback
- Provide oversight of the store and the financial performance and provide proper billing for account management services as described in Section 2.5.
- In the rare and unlikely event Client's Walmart.com store becomes suspended, Manager will handle all duties to reinstate the store for active sales, but there are no guarantees of reinstatement. If Walmart.com permanently suspends Client's store for any reason, Manager will build Client another e-commerce store (whether that be another Walmart.com store, Amazon.com, 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 Walmart.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.

EX 20
1885

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 Walmart.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 Walmart.com professional seller fees. Client shall pay off the credit cards / working capital fully to the extent possible from Walmart.com store revenues within 3 business days after Walmart.com respectively remit payments to Client, typically every two weeks.

2.3 Initial Service Fee.

Client will pay Manager an initial service fee of $20,000.00 USD, of which $20,000.00 is due upon signing of this agreement to initiate Manager's services to build Client's Walmart.com store and obtain Walmart.com store(s)approval, in conjunction with Section 2.1above. This initial service fee is fully refundable if client is unsuccessful obtaining approval to become a Walmart.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 Walmart.com store in exchange for a commission share of 40% 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 Walmart.com.

EX 20
1886

2.5 Optional Payment for Additional Profit Share.

After Client's Walmart.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 Walmart.com account via Walmart.com's "User Permissions" to grant Manager "admin access" to the Walmart.com account. Unless Manager provides written consent: (i) at no time shall Client Pause its Store, allow for a Suspension, or place its Walmart account or Store in Vacation Mode, such terms being defined or referenced on the Walmart 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 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.

EX 20
1887

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 Walmart.com store has been approved and launched with products actively listed for sale. The term shall pause if for any reason the Client's Walmart.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 $20,000 in their allocated share of Net Profits, Client has the option to request the Manager to buy the Client's Walmart.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 $20,000 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 Walmart.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 Walmart.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 Walmart.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 $20,000.

3.3 Client's Sale of Store(s). 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 Walmart operation to said buyer as well as assistance in sourcing a buyer. Manager will be owed 10% commission of the sale of the store.

EX 20
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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 Walmart.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 Walmart.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. Walmart.com professional seller fees are outlined on Walmart.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 Walmart Seller Central termination or suspension of clients store by Walmart.com. No refunds will be given; Client will be provided alternative options such as new ecommerce store(s) with no upfront 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 Walmart.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.

EX 20
1889

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 Walmart.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 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.

EX 20
1890

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.

6.7 Limitation of Liability.

Manager shall not be liable for any incidental, consequential, indirect or special damages, or for the loss of profits or business interruptions caused or alleged to have been caused by the performance or nonperformance of Manager's services. Client agrees that, in the event that Manager is determined to be liable for any such loss, Client's sole remedy against Manager is limited to a refund of payments made by Client for services, less expenses paid to subcontractors or to third parties. Manager is not responsible for errors which result from faulty or incomplete information supplied to Manager by Client. Client also agrees to not seek damages in excess of the contractually agreed upon limitations directly or indirectly through suits by or against other parties. Manager shall not be liable to Client for any costs, damages or delays due to causes beyond its control, expressly including without limitation, unknown site characteristics; changes in policies, changes in terms of service, and viruses.

EX 20
1891

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.

EX 20
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Signature Page

By signing belo w, the undersigned ackno wledge r eading, understanding, and agr eeing t o the t erms of this Agreemen t ther eby causing it t o be execut ed onc e signed b y all Parties.

IN WITNESS WHEREOF, by the e xecution o f bo th parties belo w, this consulting agr eemen t is declar ed valid and will f orm a part o f the Con tract in conjunction with an y other relevant documen ts and agr eemen ts presented on behalf o f either party .

CLIENT:

By: Leslie Williams authorized representative and agen t for servic e of process.

Date: February 03, 2022

Leslie Williams

CONSULTANT:

By: Ascend Ecom LLC, Will Basta , Co-Founder & authoriz ed representative and agen t for service of process.

Date: February 03, 2022

Will Basta

EX 20
1894

Attachment C

Sent: Sat 6/3/2023 2:24:27 PM (UTC)
Subject: Fwd: Seller Termination
From: Leslie Williams [redacted]@gmail.com>
To: Leslie Williams [redacted] gmail.com>

Walmart Termination

---------- Forwarded message ---------
From: **DjSirjamAlot Homewares** <support@djsirjamalot-homewares.com>
Date: Wed, Jul 6, 2022 at 11:21 AM
Subject: Fwd: Seller Termination
To [redacted]@gmail.com>

---------- Forwarded message ---------
From: **MP Alarms** <mpperformancealarms@walmart.com>
Date: Tue, Jul 5, 2022 at 12:27 PM
Subject: Seller Termination
To: support@djsirjamalot-homewares.com <support@djsirjamalot-homewares.com>

Hello Seller,

As you know, our expectation is that all Marketplace sellers deliver the best customer experience, while also following all Walmart.com Marketplace Program policies and guidelines. After a careful and thorough review of your account, it was determined that these expectations are not being met. As a result, your appeal has been denied.

Because we place a high value in the trust our customers place in us, we are terminating your Walmart Marketplace Program Retailer Agreement* with Walmart, effective immediately.

Please note that we have closed the appeal process on this matter. Your outstanding balance, if any, will be released within 180 days or earlier depending on the timing of any pending refunds, chargebacks and any other liabilities. The final payment will be net of customer refunds, credit card chargebacks and any other amounts owed to Walmart.

Our partner payments team will notify you separately if any additional action is required on your part.

Regards,

Walmart Partner Performance Team
--
Leslie Williams
[redacted]

Attachment D

Sent: Sat 6/3/2023 2:22:42 PM (UTC)
Subject: Fwd: [ascendecom] Direct message with Will Basta - Ascend
From: Leslie Williams [redacted]@gmail.com>
To: Leslie Williams [redacted]@gmail.com>

Will Basta

---------- Forwarded message ---------
From: **Ryver (Will Basta - Ascend)** <notify@reply.ryver.com>
Date: Wed, Jul 6, 2022 at 11:12 AM
Subject: [ascendecom] Direct message with Will Basta - Ascend
To: Leslie William [redacted]@gmail.com>

Will Basta - Ascend sent a direct message

Will Basta - Ascend Jul-6 11:11:09 AM
The team is aware. Walmart is a finicky platform, and it's very immature in how they run their system, as we did not break any violations. We will be replacing this business for you at no cost and fixing this on top of working through what happened. Team will Be in touch shortly

Will Basta - Ascend Jul-6 11:11:19 AM
it's glitchy

Go to Ryver

You can also reply to the topic in Ryver by sending a reply to this email.

Copyright ©2022 Ryver, Inc. All rights reserved.
Ryver, Inc. 14300 N. Northsight Blvd. Suite 105, Scottsdale, AZ 85260

--
Leslie Williams
[redacted]

Attachment E

ClickUp
Alliekiana773$
Capt A
Email [redacted]@gmail.copm

ASCEND ECOM
NAME
Will Basta - Ascend
USERNAME
@Ascend_Will
ROLE
Co-Founder
EMAIL ADDRESS
will@ascendecom.com
TIME ZONE
8:25pm - undefined (+02:00)
TYPE
Member
ID
1898890

An account has been created for you with the name *AAK4LES_Commerce* and username *AAK4LES_Commerce*. We have updated your username to closely match your name. You can change this now by visiting your user account . You can also change these at any time, but if other users mention you by username, a change of your username will result in those links breaking.

Request to set up a Zoom call with Leadership or someone from management. I have lots of questions to be answered and I refuse to go back and forth and feel as though I'm not getting anywhere. I paid for a service that I think for now is not meeting my needs. There is no communication here that is effective for me to know what is going on with the Business. I ask time in time and the feedback that I'm getting is not acceptable. Again next I will be speaking with Legal Representation, if we can't communicate in a more understanding and solid fashion. I will seek Full Refund to include interest, compensation as well as damages. The games are over and time is now of the essence. I'm really not happy and may be time for us to part ways with non-effective Business as well as communication. Please pass my concerns to Owner and Leadership. I will not be corresponding with Team Members that are not able to give me some type Understanding of the Business. Also I will start to post on all Social Media outlets reference my experience with Ascend Ecom as well, if we can't get my concerns corrected in a timely manner.

Hi Will

How are you and the Family? Hope all is well. I've had a Walmart Store that was terminated and currently have the Amazon Seller Central Account since July and nothing has been moving.

I'm just not happy with the Service anymore and it seems nothing has worked since I paid my Fees and signed the contract back in February. Revenue Projections presented, did not hold true and or meet expectations. At this point I don't feel comfortable with the service anymore. I do believe that now is the time to part ways and all fees, merchandise purchase, subscriptions fees and such be returned to me. I wish to be compensated as well. Thank you!

My Current Amazon Seller Central Account is listed as AAK4LES Commerce LLC

Please see below comment forwarded on 10/27/2022 per comment on Clickup Portal.

// @CRT.Raymond @CRT.Kelvin @CRT.Erwin @malaya (Client Success Director)Hi It seems as though lessons are not being learned and the same mistakes are happening on a daily basis. I now see that orders were cancelled as well as the Webstaurant Vendor once again today. I see orders made and orders cancelled and Vendor accounts cancelled quite frequently like Amazon Business, Walmart, Webstaurant and the likes. I'm not convinced at this point that your Team can efficiently run the Amazon or upcoming Walmart Stores. My last meeting with Raymond and Erwin, I was promised results and haven't received any as yet. At this point my thoughts are that Ascend will need to compensate me for projections of Revenue that could have been made from either stores. I'm also considering being reimbursed for any fees paid to include interest. We need to set up a meeting once again with Leadership to start the process of returning all Financials to include compensation. This is not how I choose to pay a substantial amount of money for subpar services. Nothing has worked out up to this point. I'm well over 24K now since many months and received nothing that I was promised. Not sure at this point that I can continue to do business this way. Please set up Meeting and consider this meeting as one of Arbitration. Not Happy at all with this service!

Leslie Williams
[redacted]

This is the plan of action. EFF: 11/18/2022

-You will be receiving an extended profit split of 75/25 until June 2023.
-We are going to activate FBM listings in the next 120 hours on your store to initiate acceleration

- We are going to offer on going Walmart applications at no cost, when we feel applications are in good standing for approval, with free management on top of amazon when approved at 50/50 for the walmart, giving you two businesses for price of 1.
-We will also add 1-2 day shipping to your account at no charge for FBM items starting in December.

That being said, thanks for your patience, I am confident we can turn this around for you. We have elevated eyes on your account, the last thing myself or my team wants is you to have an uneasy experience. We are going to rectify this and turn this around. I personally am open to having a call with you to discuss in late january/ early february, to go over progress since this email.

Team, please apply all of the above to Leslie's Account, immediately.

Thank you.

Will

Attachment F

From: Roland Aguilar <roland@ascendecom.com>
Sent: Thur 2/9/2023 9:06:51 PM (UTC)
Subject: Re: Invoice
To: Leslie Williams [redacted]@gmail.com>
Cc: Leslie Williams [redacted] gmail.com>, Leslie Williams [redacted]s@gmail.com>

I will look into this and get back to you. thank you.

On Thu, Feb 9, 2023 at 2:44 PM Leslie William [redacted]@gmail.com> wrote:

Hi
Sir No, it's not. Per our discussion on the call, we conversed about some missing product that was on the Walmart Site (Store) when it was in operation (2K of products). Where are the missing items which belong to me to sell on Amazon.

(2) We discussed Walmart.com charges which are vendor purchases to sell on Amazon. The purchase is approved via CC and then we show the same purchase as a credit back to the CC, so no purchase orders are going through reference to the Store Managers Vendor purchase being made from Walmart.com. Please see examples noted!

(3) Please see below sample of an order which was purchased from a customer, but not shipped as yet as well.

I need something valid and with facts not this email with no explanation of nothing. Please send me something valid, per my previous meeting and or Discussion with CSMs. Thank you!!

Leslie Williams
Chief Executive Office AAK4LES Commerce LLC

On Thu, Feb 9, 2023 at 2:53 PM Roland Aguilar <roland@ascendecom.com> wrote:

Hello Leslie
I hope this sheet is what you been asking for, please let me know if this is not.

Thank you
Roland
https://drive.google.com/drive/folders/1qFLA7X6uS32PuKkPBGIOuTEHK3pHdnY0?usp=share_link

--
Leslie Williams
[redacted]

Attachment G

From: Skye Baker <skye@ascendecom.com>
Sent: Mon 6/26/2023 7:02:31 PM (UTC)
Subject: Re: AAK4LES Commerce LLC Meeting did 6/26/2023
To: Leslie Williams [redacted]@gmail.com>
Cc: Leslie Williams [redacted]@gmail.com>

Hello Leslie
I got your emails, I will work on this and we will talk soon :)

On Mon, Jun 26, 2023, 11:43 AM Leslie Williams [redacted] gmail.com> wrote:

Hi Skye
Thank you for the call today. Please see email trail from Will. Raymond noted acknowledged to apply Will's action items to my account, so he was aware.

Please see below takeaway items from our call to follow up on.

- Walmart Inventory lost should be approximately $2800 which was charged on my CC on File. Walmart Store was terminated before any items sold. Ascend should have the termination ltr on file
- Offered from Will to try out Amazon Store while the Walmart appeal was on deck
- Amazon Store should have been active with FBM listing 120 hours from 11/18/2022////Store not active with sales until February 2023 with no follow-up
- Received (2) Invoices from Ascend which are incorrect //(1) $300 (1) 800 plus which doesn't match up with total Revenue received from Amazon store of $1,302.07 minus 91.76 in Refunds = $1210.31 for 1 month of sales in February, no other month of Sales
- No Ascend follow-up reference health of Amazon Store to include Refunds Request; After over a week, I contacted Store Manager to initiate the Customer Refund. Lack of response to Customer Refund generated Negative Comments from the Customer (Someone must be held accountable) Who dropped the Ball. Other Comments from Amazon in the Portal reference Health of the Amazon Store and no response or attention to detail from Store Manager
- CC Card charges from Ascend/////No checks and Balance to see purchase and compare to Sales. CC Company Fraud Dept had questioned some Sales and It took Ascend over 72 hours to respond back to me; turns out to be Fraud, so CC card was infiltrated somehow on Ascend side. How are we protecting Customers CC Card from Fraud and how do we respond back to our CC company in a timely manner when charges are questioned for Fraud. (Very Important)
- Poor Communication all around since Feb of 2022. Numerous Client concerns, with no follow-up or issues addressed in a timely manner since contract active. On-going now for 16 months
- Paid Service Fee early Feb 2022, No Active Sales until 1 Year later Feb 2023 (Breach of Contract)
- Paid $200 for Amazon Business Prime and account was suspended regardless of action taken by Ascend, no other follow-up since a few weeks after Business Prime Active
- Received no Client Email reference transition from Click-up to Slack, only received the invitation from Ascend

Invite received for our 6/30 11:30 am EST follow-up meeting

Thank you for checking on these concerns for me. Again at this point, I would appreciate and opt for an immediate Refund for the Service fee and loss inventory purchased from Walmart and any current Inventory not sold in Amazon. This action is justified and will make me whole.

I just feel after 16 months Active with Ascend and having only sales of $1200 per my approximately 25K investment is not justified or feasible for any business.

////
Will Basta <will@ascendecom.com>

to Raymond, Michael, Joyce, Ascend, Leslie, me

Hi Leslie,

First off, I need to apologize. Malaya has since left our organization, in doing so , she did not update our relations team about your current concerns, leading to this gap in an update. Before we escalate any further, I am personally tasking our management team to handle all concerns as I would be just as frustrated. This is the plan of action.

-You will be receiving an extended profit split of 75/25 until June 2023.
-We are going to activate FBM listings in the next 120 hours on your store to initiate acceleration
- We are going to offer on going Walmart applications at no cost, when we feel applications are in good standing for approval, with free management on top of amazon when approved at 50/50 for the walmart, giving you two businesses for price of 1.
-We will also add 1-2 day shipping to your account at no charge for FBM items starting in December.

That being said, thanks for your patience, I am confident we can turn this around for you. We have elevated eyes on your account, the last thing myself or my team wants is you to have an uneasy experience. We are going to rectify this and turn this around. I personally am open to having a call with you to discuss in late january/ early february, to go over progress since this email.

Team, please apply all of the above to Leslie's Account, immediately.

Thank you.

Will
--
Leslie Williams
[redacted]

Attachment H

Find text or tools

INVOICE

Ascend Distribution LLC
941 Avenue N, Suite A
Grand Prairie, TX 75050
United States

Bill To:

AAK4LES Commerce LLC
[redacted]
United States

Invoice# 05896
Invoice Date 8/30/2023
Due Date 8/30/2023

Item Description	Qty	Rate	Amount
OdoBan Disinfectant Concentrate and Odor Eliminator, 1 Gallon, Fresh Linen Scent	50	12	600.00
Kleenex Expressions Ultra Soft Facial Tissues, 8 Flat Boxes, 120 Tissues per Box, 3-Ply	50	19	950.00
SmartyPants Kids Formula Daily Gummy Multivitamin: Vitamin C, D3, and Zinc for Immunity, Gluten Free, Omega 3 Fish Oil (DHA/EPA), Vitamin B6, Methyl B12, 120 Count (30 Day Supply)	50	18.96	948.00
Sparkle Pick-A-Size Paper Towels, 24 Double Rolls = 48 Regular Rolls	50	32	1600.00
Annie's Organic Variety Pack, Cheddar Bunnies, Bunny Grahams & Cheddar Squares, 12 Pouches	100	8.56	856.00
		Sub Total	**4954.00**
		Total	**$4954.00**

Notes

Bank Name: Chase
- Account Name: Ascend Cap Ventures
- Account Number: [redacted]8792
- Routing Number:

If ACH: [redacted]

Attachment I

Search Ascend Ecommerce

e-llc – IMG_8262

6:40

Invoice from Ascend Capventures LLC

$4,965.23

Due September 2, 2023

↓ Download invoice

To Leslie Williams

From Ascend Capventures LLC

Pay this invoice

Invoice #6BD9B34A-0001

Meow Mix Original Choice Dry Cat Food (24 lbs.) Qty 150	$2,475.00 $16.50 each
Cottoelle Flushable Cleansing Cloths, 8 Pound Qty 100	$800.00 $8.00 each
Osteo Bi Osteo Bi Flex Tripple Strength Supplement (200 Count, Pack of 1) Qty 100	$1,550.00 $15.50 each
Merchant fee @ 2.9% + 30¢ Qty 1	$140.23
Total due	$4,965.23
Amount paid	$0.00
Amount remaining	$4,965.23

Questions? Contact us at jeremy@veralmagroup.com or call us at +1 734-881-2200.

99+

Attachment J

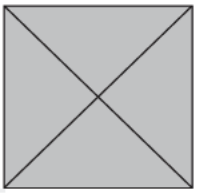
Sent: Thur 8/31/2023 9:18:30 PM (UTC)
From: Ascend Capventures LLC <invoice+statements+acct_1NBiQ7KOrdAMmVKX@stripe.com>
To: [redacted]@gmail.com
Subject: Updates to Ascend Capventures LLC invoice #6BD9B34A-0001
Invoice-6BD9B34A-0002.pdf

Ascend Capventures LLC

Invoice from Ascend Capventures LLC

$5,097.97

Due September 2, 2023



☒ Download invoice

To Leslie Williams

From Ascend Capventures LLC

Pay this invoice

Invoice
#6BD9B34A-New
0002

OdoBan Disinfectant Concentrate and Odor Eliminator, 1 Gallon, Fresh Linen Scent Qty 50	$600.00 $12.00 each
Kleenex Expressions Ultra Soft Facial Tissues, 8 Flat Boxes, 120 Tissues per Box, 3-Ply Qty 50	$950.00 $19.00 each
SmartyPants Kids Formula Daily Gummy Multivitamin: Vitamin C, D3, and Zinc for Immunity, Gluten Free, Omega 3 Fish Oil (DHA/EPA), Vitamin B6, Methyl B12, 120 Count (30 Day Supply) Qty 50	$948.00 $18.96 each
Sparkle Pick-A-Size Paper Towels, 24 Double Rolls = 48 Regular Rolls Qty 50	$1,600.00 $32.00 each
Annie's Organic Variety Pack, Cheddar Bunnies, Bunny	$856.00

EX 20
1913

Grahams & Cheddar Squares, 12 Pouches Qty 100	$8.56 each
Merchant fee @ 2.9% + 30¢ Qty 1	$143.97
Total due	$5,097.97
Amount paid	$0.00
Amount remaining	$5,097.97

Older versions

#6BD9B34A-0001 Void

Questions? Contact us at **jeremy@veralmagroup.com** or call us at **+1 734-881-2200**.

Powered by | Learn more about Stripe Invoicing

Attachment K

View History Bookmarks Window Help
my.navyfederal.org
Fri Dec 15 3:52 P

NAVY FEDERAL Credit Union

Visa Business

TRANSACTIONS

LESLIE WILLIAMS xxxx xxxx xxxx [redacted]

Trans Date	Post Date	Reference No.	Description	Amount
09/01/23	09/04/23	24011343244000073385343	ASCENDCV WWW.ASCENDCAPWY	$5,097.97
			TOTAL New Activity for LESLIE WILLIAMS	**$5,097.97**

INTEREST CHARGED

Description	Amount
INTEREST CHARGE-PURCHASES	$[redacted]
TOTAL INTEREST	$[redacted]

2023 TOTALS YEAR-TO-DATE

Total Fees charged in 2023	$0.00
Total Interest charged in 2023	$474.10

INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	14.40% (V)	$[redacted]	$[redacted]
Bal Trf/Conv Chk*	14.40% (V)	$0.00	$0.00
Cash Advances	16.40% (V)	$0.00	$0.00

Attachment L

Search Ascend Ecommerce

aak4les-commerce-llc 10

inventories. Thanks.

November 10th, 2023

cc @Benjamin.AM @AAM.Erwin

1 reply 2 months ago

November 28th, 2023

Leslie Williams 9:18 PM

Good Day Benjamin how are you Sir. May I please get an update on the store. Are products listed as yet and ready for Sale. I purchased products back on 9/4 and almost 3 months now and still no revenue being produced from the store. I pulled an inventory report as well and do not show any of the products that I purchased for resale. Please explain why.

@Benjamin.AM @AA.Ailene @AAM.Erwin



2 replies Last reply 1 month ago

Leslie Williams 9:24 PM

Case 2:24-cv-07660-SPG-JPR Document 17 Filed 09/09/24 Page 50 of 211 Page ID #:2164



4 replies Last reply 1 month ago

December 13th, 2023

Leslie Williams 1:45 PM

replied to a thread: **Hey @Leslie Williams Hope you are well, thanks for r...**

Hi Team,,,Please send copy of invoice as well per 9/4 credit card purchase of merchandise from Ascend Ecom. The approximately amount of items that was purchased to sale on the Amazon site was close to 5K back in September. Also I need a status and update on my Store. Seems as though I'm just getting the run around once again and that will not be tolerated. Next I will dispute and get my Credit Card Company involved to track the items purchased. Thank you!! @Benjamin.AM @Arianna @AAM.Erwin @AA.Ailene

View newer replies

Case 2:24-cv-07660-SPG-JPR Document 17 Filed 09/09/24 Page 51 of 211 Page ID #:2165

EX 20
1919

Attachment M

11:26

Action required: Your listings have been deactivated

Inbox

Amazon Services 11:04 PM

to me

amazon

Dear seller,

We have deactivated the listings shown at the bottom of this email.

Why is this happening?

We have taken this measure because we suspect your listing for this product infringes on the intellectual property of others. The product detail page for this product uses the protected trademark term of another rights owner. We have not been able to confirm that you are authorized to use this trademark on the product detail page. Unauthorized use of this trademark is likely to cause confusion as to the source, endorsement, or affiliation of the goods. Infringement of a trademark is a violation of Amazon Intellectual Property Policy: https://sellercentral.amazon.com/help/hub/reference/external/201361070

How to address the listing violation?

Attachment N

12:44

Ascend | Stripe Chargeback



Joyce Agustin Jan 23

to me

Hi Leslie,

I hope this email finds you well.

Stripe has frozen our account for some reason and debited the funds from our bank account. Please initiate a chargeback for the $5,097.97 payment you made with them.

Once done, please reply to this email to confirm then we will send you another invoice via Square where you can pay us instead.

--
Regards,

Joyce Agustin
Business Management Assistant, Ascend **Ecom**

ASCEND
SUSTAINABLE · TRANSPARENT · INNOVATIVE

www.ascendecom.com
joyce@ascendecom.com

99+

Exhibit 21

DECLARATION OFJASON WINSOR

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

2. In the summer of 2023, I was researching Amazon automation stores. I saw an advertisement on Facebook for Ascend and I called them. They advertised full-service Amazon automation. In reviewing the ad, the passive income promises seemed very attractive. I spoke to a representative named Alex and talked to him about their program. On July 26, 2023, Alex sent me a Profit and Loss statement for Ascend Capventures, Inc. for January-March 2023 to show that Ascend was a viable business. The statement was in the form of a letter from David Glenwinkel, President, Executive Management Solutions, 3240 Professional Drive, Auburn, CA 95602. The statement was dated April 12, 2023. **Attachment A** is a true and accurate copy of the financial statement that Alex sent me.

3. At the time I became interested in Ascend, they used the names Ascend Ecom and Ascend Capventures interchangeably. This declaration refers to them collectively as "Ascend."

4. Alex had me speak with someone named Brandon, who said he was a happy customer with Ascend. Brandon said he went on a trip to Europe that was paid by profit from his Amazon store through Ascend. He said he was very successful, but he wouldn't show me his store name, he said because of privacy concerns.

5. Alex also showed me a forecasted profit and loss statement for customers in a shared file. I don't think he ever gave me a copy. It showed the different packages and when a store owner would have profits. Alex also showed me a summary of the different packages, or "Partnership Options," that Ascend offered. The $35,000 package offered a 50/50 profit split, with projected profits after one year of $6,180 and after two years, $70,020. Alex said the estimate was conservative and most people do well above this. **Attachment B** is a true and

accurate copy of the "Partnership Options" document. Around the same time, Alex also sent me a text saying, "our average client is netting $9k+ per month and achieving an average profit margin of 30%, which is also why they break even on their upfront fee within 12 months on average." **Attachment C** is a true and accurate copy of a screenshot of that text.

6. Alex sent a me a contract and I reviewed it. I signed on August 1, 2023. **Attachment D** is a true and accurate copy of the contract I signed. My payment was for $30,000 (thirty thousand dollars). I paid via a wire transfer to Ascend Capventures, Chase Bank account number [redacted]8792. **Attachment E** is a true and accurate copy of my record of the ACH wire payment I made to Ascend; **Attachment F** is an email exchange I had with Ascend, confirming the payment.

7. I did not receive any document from Ascend with information substantiating the earning and profit claims contained in their customer profit projections spreadsheet or what the sales agent told me. Alex did send me the profit and loss statement contained in **Attachment A**. I also never received a document from Ascend telling me whether the company had been subject to legal action. I did not receive a list of consumers who purchased Ascend's services in the past three years.

8. After I signed and paid, on about August 7, 2023, Ascend provided me with a Slack channel that I started communicating with them on. They gave me step-by-step instructions to get my reseller certificate in Arizona and Texas. They told me I needed to get it in Texas because that's where their warehouse was.

9. By August 9, 2023, I had everything set up with Amazon. My store was verified and I was assigned to a store manager. The name of my store was Castle Priority Goods. The company I formed for my e-commerce business was Castle Creek LLC.

10. Right away, communication with Ascend was very poor. I sent multiple messages throughout August 2023, asking about next steps and updates.

Each time I got unspecific responses. I asked Ascend for an invoice for inventory and my store manager said they were still researching products. On about September 5, I asked again. I received messages from several different people at Ascend, including Carla, Aice, Seamus, Tetz, and Pamella. On September 5, 2023, Seamus wrote that they had "just about finalized the products and will provide you the invoice within 24 hrs." I did not receive an invoice within 24 hours. I inquired on September 7, 8 and 11 but still heard nothing. **Attachment G** contains a true and accurate copy of these messages and other messages I exchanged with Ascend from August 7 through December 5, 2023.

11. On about September 9, 2023, I found Will Basta on LinkedIn and messaged him. He responded, saying, "Sorry but this is not the channel to be messaging store stuff on. Due to compliance reasoning, this has to be addressed in the appropriate channels." **Attachment H** is a true and accurate copy of the messages I exchanged with Will Basta. Will Basta said account managers would "be in touch next week." On September 12, 2023, I said I was getting concerned. Things picked up on Slack on about September 13. They asked if they could add someone to the store. On September 14, I said my initial inventory investment was about $20,000.

12. I received an invoice for inventory, dated September 15, 2023. The invoice was from Ascend Ecommerce, Inc, for $20,001.54. **Attachment I** is a true and accurate copy of the invoice. In Slack communications, Ascend told me to pay the invoice, and I did. I received a receipt, dated September 15, from Ascend Distribution LLC, 5900 Balcones Drive, Ste 100, Austin Texas 78731. The receipt was for $20,581.88. I understood that to cover the inventory plus fees, such as credit card and wiring fees. **Attachment J** is a true and accurate copy of the receipt from Ascend Distribution LLC.

13. My Amazon seller account got deactivated toward the end of September 2023. I talked to the seller verification team at Amazon and they said there were too many users added at a different IP address.

14. On September 26, 2023, I got a new account manager at Ascend, named Savannah. She said she would check into the problem with Amazon.

15. I did a video interview with Amazon on October 4, 2023. Amazon had me confirm that I was the owner of Castle Creek LLC and checked that I was aware of the additional users on the account. Amazon reactivated the store on October 5.

16. During late September and October, I asked Savannah on Slack multiple times for an update. On October 18, Savannah wrote, "The products are in the listing stage now so we are seeing progress." Then on October 20, I got a new account manager, named Skye. I had about three weekly meetings with Skye, but then she said that was too frequent and we would meet monthly.

17. In December I had some good sales, but none was of products that Ascend had sent me an invoice for.

18. I was tracking the activity on my account and saw that about ten percent of my sales were never delivered. I started to get negative reviews from customers and negative performance metrics from Amazon with a caution that my store was at risk of being deactivated.

19. As a test, I had two family members order a couple of things and leave a positive review. One of them never got the product. I told her to email customer service, and they never responded. I refunded the money to her myself.

20. Around that time, I found a Facebook group with other people having similar negative experiences with Ascend.

21. I received a message from Ascend dated December 5, 2023, saying they were transitioning from Slack to email as their primary communication

platform, "to enhance the efficiency of our support services." A true and accurate copy of this email is included in **Attachment G**.

22. I was upset that there was nothing in my store and no sales during the Christmas shopping season. Skye told me they were having delivery issues. She said the store would be back up soon, but it wasn't. I emailed Skye and Will a demand for action on about January 9, 2024, and requested a refund because Ascend had not followed through with what it had promised me in the contract. Skye wrote back on January 16, 2024, referring me to the sections of the contract that covered refunds. I understood this to mean she was saying I could not get a refund. **Attachment K** is a true and correct copy of that email string. **Attachment L** is a true and accurate image of my Amazon store inventory that I saved on January 1, 2024, showing all the items as "out of stock."

23. I ended up calling my credit card company and requested a chargeback for the $20,000 I had paid for inventory. I got that money back. A representative from American Express told me that Ascend never responded to the chargeback.

24. Ascend was supposed to send me a monthly profit and loss statement for my store. I did not get one for November or December 2023, which were the two months I had sales. I have not heard from Ascend since the January 16, 2024 email from Skye responding to my request for a refund.

25. I have lost about $22,000 to Ascend. I made about $7,800 in sales in November and December 2023. The net was $7,099, after refunds, which offset my loss from my original $30,000 investment.

26. My experience with Ascend has been horrible. This was money I put aside to invest in my kids' future, for my three kids' college education and other needs. I was looking at Ascend to create a passive income stream, but now I have to start saving all over again.

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

Executed on 05/31/24, 2024 at Phoenix, Arizona.

Jason Winsor

Jason Winsor (May 31, 2024 15:58 PDT)

JASON WINSOR

Declaration

Final Audit Report 2024-05-31

Created:	2024-05-31
By:	
Status:	Signed
Transaction ID:	CBJCHBCAABAAiOt7zGiNtpWgJZHZ7xYh2cTWaQY7ydTd

"Declaration" History

Document created by
2024-05-31 - 10:11:44 PM GMT

Document emailed to @gmail.com for signature
2024-05-31 - 10:12:26 PM GMT

Email viewed by @gmail.com
2024-05-31 - 10:58:06 PM GMT

Signer castlecreekaz@gmail.com entered name at signing as Jason Winsor
2024-05-31 - 10:58:38 PM GMT

Document e-signed by Jason Winsor (@gmail.com)
Signature Date: 2024-05-31 - 10:58:40 PM GMT - Time Source: server

Agreement completed.
2024-05-31 - 10:58:40 PM GMT

Attachment A

EXECUTIVE MANAGEMENT SOLUTIONS
Domestic and International Tax Management

04/12/2023

To Whom it May Concern.

The purpose of this letter is to provide reconciled Financial Statements for Ascend Capventures, Inc. for the period of 01/01/2023 – 03/31/2023.

Ascend Capventures, Inc.
Profit and Loss
January - March, 2023

	Total
Income	
Refunds Given	-75,140.54
Sales	5,551,831.94
Total Income	**$ 5,476,691.40**
Cost of Goods Sold	
Ascend Distribution Fulfilment Fee	90,479.93
Ascend Distribution Labor Costs	1,434,556.96
External Contractors	454,933.59
Total Cost of Goods Sold	**$ 1,979,970.48**
Gross Profit	**$ 3,496,720.92**
Expenses	
Advertising & Marketing	588.22
Social Media	82,264.78
Video	648.63
Web	2,794.88
Websites	544.44
Total Advertising & Marketing	$ 86,840.95
Affiliate Expenses	1,136,376.64
Bank Charges & Fees	78.00
Car & Truck	460.41
Consultants	17,204.22
Contractors	4,084.59
Dues & Subscriptions	84,068.77
Website Hosting	712.15

	$
Total Dues & Subscriptions	**84,780.92**
Ecommerce Software	4,661.59
Insurance	2,416.62
Interest Paid	544.72
Janitorial Expense	692.62
Legal & Professional Services	12,792.00
Distribution Center Fees	172,054.00
Meals & Entertainment	14,586.44
Office Supplies & Software	11,056.75
Administration Fees	50,000.00
Research and Development Expense	387,367.23
Shipping & Postage	12,181.38
Telephone & Internet	4,551.60
Travel (Between Facilities)	23,880.01
Total Expenses	**$ 2,026,610.69**
Net Operating Income	**$ 1,470,110.23**
Other Income	
Interest Earned	78.63
Total Other Income	**$ 78.63**
Net Other Income	**$ 78.63**
Net Income	**$ 1,470,188.86**

Wednesday, Apr 12, 2023 04:42:06 PM GMT-7 - Cash Basis

Very Best,



David Glenwinkel, EA, MS Taxation, President
Executive Management Solutions, Inc.
3240 Professional Drive,
Auburn, CA, 95602
accounts@taxcite.com

EX 21
1934

Attachment B

Partnership Options

Packages include FBA, FBM, exclusive brands & premium products, brand and category ungating (licensing), a dedicated (personal) corporate Slack communication channel, and a buy back guarantee.

RECOMMENDED PACKAGES

Custom Packages Available Upon Request

PACKAGE 1

$35,000

- 1 New Store (50/50 Profit Split)
- Projected Year 1 Net: $41,180 / Cumulative Profit = $6,180
- Projected Year 2 Net: $63,840 / Cumulative Profit = $70,020
- Aged Store: + $15,000 (One Time Fee)
- Private Label: + $25,000 per Product (One Time Fee)

PACKAGE 2

$50,000

- 1 New Store (60/40 Profit Split)
- Projected Year 1 Net: $55,177 / Cumulative Profit = $5,177
- Projected Year 2 Net: $91,741 / Cumulative Profit = $96,918
- Aged Store: + $15,000 (One Time Fee)
- Private Label: + $25,000 per Product (One Time Fee)

PACKAGE 3

$65,000

- 1 New Store (70/30 Profit Split)
- Projected Year 1 Net: $89,874 / Cumulative Profit = $14,874
- Projected Year 2 Net: $159,495 / Cumulative Profit = $174,369
- Aged Store: + $15,000 (One Time Fee)
- Private Label: + $25,000 per Product (One Time Fee)

PACKAGE 4

$125,000

- 1 Aged Store (70/30 Profit Split)
- 1 New Store (70/30 Profit Split)
- 2 Private Label Products Included
- Projected Year 1 Net: $179,748 / Cumulative Profit = $54,748
- Projected Year 2 Net: $318,990 / Cumulative Profit = $373,738

Projections Based On:

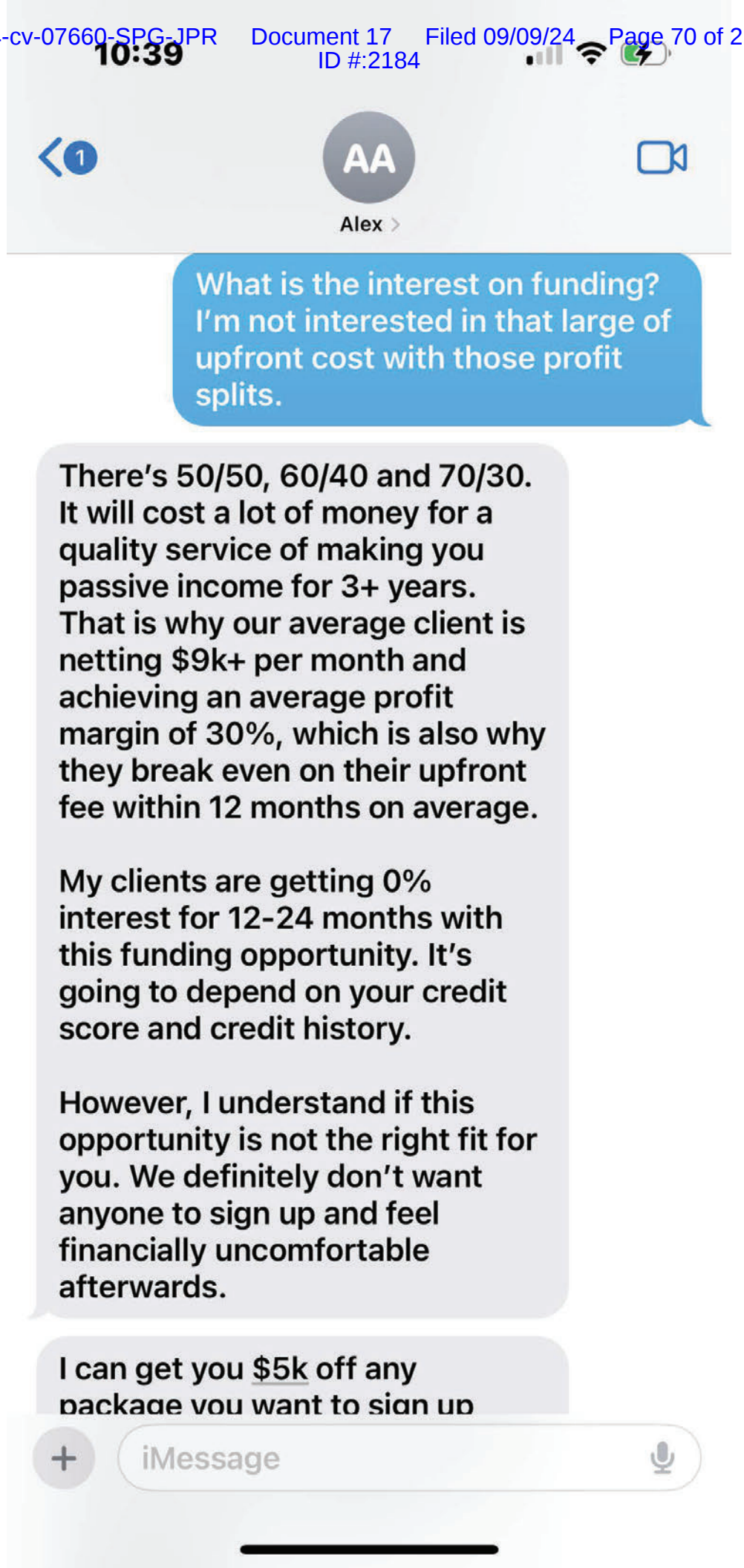
- $25,000 in working capital **per store** (inventory).
- Reinvestment of all monthly profits (suggested, but not required) into larger inventory batches for the first 12 months.
- Distribution (withdrawal) of 100% of monthly profits thereafter.
- **Net profit is after Amazon fees, sales tax, and Ascend profit split.**

Disclaimer: Projections based on date of first sale, not date of signed partnership. Results may vary from store to store.

Click Here for Financial Model / Projection Spreadsheet
(Please Make a Copy to Edit)

Attachment B
EX 21
1936

Attachment C


10:39
1
AA
Alex
What is the interest on funding? I'm not interested in that large of upfront cost with those profit splits.
There's 50/50, 60/40 and 70/30. It will cost a lot of money for a quality service of making you passive income for 3+ years. That is why our average client is netting $9k+ per month and achieving an average profit margin of 30%, which is also why they break even on their upfront fee within 12 months on average.
My clients are getting 0% interest for 12-24 months with this funding opportunity. It's going to depend on your credit score and credit history.
However, I understand if this opportunity is not the right fit for you. We definitely don't want anyone to sign up and feel financially uncomfortable afterwards.
I can get you $5k off any package you want to sign up
iMessage

Attachment D

Amazon Seller Management Agreement

Prepared for:

Castle Creek LLC

Created by:
Ascend Capventures Inc.



Document Ref: DAGYR-POKCR-SEMQB-UG7AG

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 deliverables listed in Schedule A.

Services (from Manager)	Cost (to Client)
Amazon Store Build + FBA/FBM product sourcing	$ 30,000
Amazon Store Management + Growth	50% Of Monthly Net Profits
Reseller Certificate Fee (Optional)	$ 150.00
Monthly Software fee (subject to change)	$ 25.00

The packages/service add-ons are given in Annexures attached to this Agreement.

By signing this Amazon Seller Management 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 SELLER MANAGEMENT AGREEMENT

This Amazon Seller Management 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 CapVentures Inc., a Wyoming Incorporated company (hereafter referred to as “Manager”), and the entity set forth on the signature page attached hereto (hereafter referred to as “Client”). Manager and Client are sometimes referred to herein individually as a “Party” and collectively as the “Parties".

BACKGROUND

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

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

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

AGREEMENT

1. MANAGER SERVICES

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

- Amazon.com Store Approval Support.
- Reseller Certificate Services Support.
- Product research, sourcing, selecting and listing of products for sale on amazon.com.
- Sourcing Wholesale suppliers on behalf of client.
- 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 2.4.

- In the rare and unlikely event Client's amazon.com store becomes suspended, Manager will handle all duties to reinstate the 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 shall take into account the Client's preferences and authorization for building the new e-commerce store after suspension.

The Manager retains the right to provide and use an outside contractor at the Manager's discretion 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, the Manager will act as an independent contractor. Accordingly, Manager will not be required to devote his full time to representing Client. Managers 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. The Client may use his own resources to build his e-commerce store in addition to the Manager's Services, however, it shall not prejudice the Services being delivered by the Manager in any manner whatsoever.

1.4 No Financial Responsibility and Ownership. 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. The Manager shall only deliver managerial services as stated in this Agreement, and in no case be deemed to be the owner of the e-commerce store or part of it for any purposes whatsoever.

1.5 Best Efforts. Manager will service Client in a professional manner and to the best of his abilities according to the industry standard, which shall be without any intentional misrepresentation or/and willful misconduct. The Manager shall not use any resource provided by the Client in a wrongful manner which is not intended by the Client. The Client agrees that the Manager cannot and does not guarantee the outcome of the Services or

generation of a certain amount of income at any time during or after the term of this Agreement.

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 permissions 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 the 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 7 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 $30,000 USD, of which $30,000 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 the client is unsuccessful obtaining approval to become an Amazon.com Seller. Manager is not obligated to initiate any work until this upfront service fee is paid by Client.

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

2.5 Optional Payment for Additional Profit Share. After Client's Amazon.com store has been operational for at least 3 months, Client has the option to pay Manager an additional amount to reduce Manager's ongoing compensation commission share by at least 5%. Client may additionally offer to pay Manager an additional amount for another 5% commission share, which Manager has sole discretion whether to accept. Also includes after 5 months for client to buy up to a higher package and profit share level at the same price the package(s) were at the time of signing this contract. Client would pay the difference between the original fee paid and cost for higher package (see Exhibit A). However, this amount shall depend on the market price at a given time which the Manager has the discretion to decide by applying the standard market rates. 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. The profit percentage in this option may change on the discretion of the Manager depending upon the price of the package purchased by the Client.

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 denied 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 thirty (30) 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 36 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 e-commerce 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 the Client or Manager provides written notice of termination for any reason with 60 days notice.

3.2 Option to Request Buyback. After the initial 36-month term, if the Client has not made back their initial service fee of $30,000 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 36th 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 earned from 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. The Client agrees that this Buyback option begins starting on the first sale of the product on the Amazon.com store and it shall only cover the store price and not the price of any add-on services purchased separately by the Client. In case any inventory remains unsold before the end of this Agreement, it is up to the discretion of the Manager to either buy back the inventory with the business or not. The Client agrees not to dispute or initiate a chargeback in relation to any inventory purchases made by the Manager on behalf of the Client under this Agreement. The Client acknowledges and agrees that any dispute or chargeback initiated in relation to such inventory purchases will constitute a material breach of this Agreement. In the event of such a breach, the Manager shall have the right to immediately terminate this Agreement, without prejudice to any other rights or remedies that the Manager may have under this Agreement or under applicable law. The Client shall also be liable for any costs, expenses, damages, or losses incurred by the Manager as a result of such breach, including but not limited to any fees or penalties imposed by financial institutions or payment processors in connection with the disputed transaction or chargeback. The Client agrees that any payments made to Ascend Capventures using a credit card through any credit card processing merchant are final and non-refundable. The Client hereby waives any right to initiate a chargeback through their credit card company or financial institution with respect to any such payment. In the event that the Client initiates a chargeback in violation of this clause, the Client shall be responsible for reimbursing Ascend Capventures for any costs, expenses, or fees incurred as a result of the chargeback, including but not limited to, chargeback fees, administrative fees, and legal fees.

Manager guarantees that any inventory purchased via wholesale FBA for Client's business shall be sold and generate an amount of sales that is equal to or greater than the amount spent on the inventory within 90 days of the inventory being listed, and active for sale in Amazon Seller Central FBA. This will require a minimum purchase of 15,000 per batch of inventory. If the inventory does not generate the amount spent on the inventory within the stated 90-day period, Client can request buyback. Manager shall refund the difference to Client and return the remaining inventory to Manager at no additional cost to Client.

Document Ref: DAGYR-POKCR-SEMQB-UG7AG

3.3 Contingency Clause. In the event that the Client refuses to maintain sufficient inventory in their store, revokes the Manager's access to the store, or prevents the Manager from purchasing goods to sell on the store to generate profit, the Manager shall not be held responsible for any failure to achieve the net profit target for the buyback guarantee. The Manager's obligations under the buyback guarantee shall be suspended until the Client rectifies the aforementioned actions and allows the Manager to perform its duties under this Agreement. If the Client's store becomes deactivated for any reason, the timeframe for the buyback guarantee shall be paused. The Manager's obligations under the buyback guarantee shall resume once the store is reactivated and the Manager is able to perform its duties under this Agreement.

3.4 Force Majeure. Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is due to an event of Force Majeure. For the purposes of this Agreement, "Force Majeure" means an event beyond the reasonable control of a Party, including but not limited to acts of God, war, terrorism, civil unrest, labor strikes or lockouts, epidemics or pandemics, government actions or orders, natural disasters, or any other events that render the performance of a Party's obligations under this Agreement impossible, illegal, or commercially impracticable. Upon the occurrence of a Force Majeure event, the affected Party shall promptly notify the other Party in writing, describing the nature, extent, and expected duration of the event. The affected Party shall use commercially reasonable efforts to mitigate the effects of the Force Majeure event and to resume the performance of its obligations as soon as practicable. If the Force Majeure event continues for a period of 180 consecutive days, either Party may terminate this Agreement upon written notice to the other Party, without incurring any liability for such termination.

3.5 Client's Sale of Store. If Client decides to sell the store to a buyer at any time during or after the 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 Invoice and Payment Terms. The Client shall receive an itemized invoice from the Manager within the initial ten (10) business days of each calendar month (dates subject to revision), delineating the Client's Net Profits and the commission payable to the Manager. Payment to the Manager shall be remitted by the Client within seven (7) business days upon receipt of the invoice.

In the event of delayed payment beyond the seven (7) business day term, a late fee equivalent to 5% of the due amount will be levied on the Client. Non-payment of the invoice within thirty (30) days from its issue date will be deemed a significant breach of contract, resulting in the temporary cessation of the Store operations by the Manager, enacted without prior notification to the Client. Furthermore, if the payment remains

outstanding after the aforementioned 30-day period, the Client's Buyback option will be automatically rescinded without additional notice.

4.2 Definition of Net Profit. 'Net Profit' is defined as the sum of total sales, less the cost of goods sold, less professional fees associated with Amazon.com, and less expenses incurred for supplier or third-party software. This amount is subsequently multiplied by the commission percentage detailed in Section A of this Agreement. Costs associated with returns or unsellable goods are expressly excluded from this definition.

Upon the conclusion of the 36-month of this Agreement, or in the event that the Client chooses to opt out and enact the Buyback clause, a 60-day notice will be provided for unsellable goods within the store. Following this, the Manager retains discretion to either liquidate remaining inventory or purchase it from the Client. In cases requiring liquidation, an extension of three months beyond the 36-month term of this Agreement will be necessitated. The Client acknowledges and consents to the exclusion of products held in the Manager's inventory from the Net Profit calculation. The billing procedure for Net Profit will adhere strictly to the stipulations outlined in this clause.

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 A 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, but will not exceed $300 per month and are not guaranteed to remain constant throughout the term. Additional software charges will be sent for client approval.

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 on Amazon.com. No refunds will be given, however the 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. Any such breach

would result in either extension or cancellation of the Buyback option which shall be up to the discretion of the Manager. If the Amazon.com store is paused for any reasons, it shall not count towards the Buyback period. This period will activate again once store is live.

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 to any firm, corporation or other entity of which Manager is an officer, partner, employee, or consultant. In case of such assignment, the Manager shall give due consideration to the Client's interest and provide notice to the Client.

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

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

any agreement requiring arbitration and resulting in a final binding award, or settled with the Indemnitor's prior written consent, which consent shall not be unreasonably withheld.

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

6.7 Limitation of Liability. Manager shall not be liable for any incidental, consequential, indirect or special damages, or for the loss of profits or business interruptions caused or alleged to have been caused by the performance or nonperformance of Manager's services. Client agrees that, in the event that Manager is determined to be liable for any such loss, Client's sole remedy against Manager is limited to a refund of payments made by Client for services, less expenses paid to subcontractors or to third parties. Manager is not responsible for errors which result from faulty or incomplete information supplied to Manager by Client. Client also agrees to not seek damages in excess of the contractually agreed upon limitations directly or indirectly through suits by or against other parties. Manager shall not be liable to Client for any costs, damages or delays due to causes beyond its control, expressly including without limitation, unknown site characteristics; changes in policies, changes in terms of service, and viruses.

6.8 Policy Change. The terms and conditions may be amended or modified by the Manager according to the business needs, however, any change or amendment to this Agreement shall be in writing and signed by both Parties.

6.9 Mutual Non Disparagement. The Client agrees to refrain from any disparagement, defamation, libel, or slander of any of the Service, deliverable, Manager or any of their affiliates and agrees to refrain from any tortious interference with the contracts and relationships of any of the Services provided by the Manager. Any negative reviews about the Services, deliverables or the Manager which are not true shall be considered a violation of this Agreement. The Manager also agrees to refrain from any disparaging statements about the Client.

6.10 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.

6.11 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.

6.12 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.

6.13 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.

6.14 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.

6.15 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.

7. Incorporation of Terms of Service Clause

7.1 Agreement to Terms of Service. In addition to this Service Agreement, the Client agrees to abide by the Company's Terms of Service (ToS), as available on the Company's website at https://www.ascendcapventures.com/. The Client acknowledges and agrees that the ToS constitute an integral part of this Service Agreement.

7.2 Acceptance. By signing this Service Agreement, the Client confirms that they have read, understood, and agreed to the ToS. The Client acknowledges that the ToS may be modified from time to time by the Company, and agrees to be bound by such modifications. The Client agrees to regularly review the ToS on the Company's website to be aware of any such changes.

7.3 Conflict. In the event of any conflict or inconsistency between the provisions of this Service Agreement and the ToS, the terms of this Service Agreement shall prevail to the extent of such conflict or inconsistency.

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.

Castle Creek LLC

X: Jason Winsor

By: Jason Winsor, Owner

ASCEND CAPVENTURES INC

X:

By: ASCEND CAPVENTURES INC

EX 21
1952

Date: 2023-08-01

Date: 2023-08-01

Document Ref: DAGYR-POKCR-SEMQB-UG7AG

Schedule A

HYBRID PACKAGE

- **50/50 profit split**
- **Wholesale FBA & FBM**
- **Aged Store: + $15,000.00 (One Time Fee)**
- **Private Label: +$25,000.00 per Product (One Time Fee)**

Exhibit A

Package Prices:

- **$50,000 60/40 Profit sharing split**
- **$65,000 70/30 Profit sharing split**

Total Price - $30,000

Signature Certificate

Reference number: DAGYR-POKCR-SEMQB-UG7AG

Signer	Timestamp	Signature
Castle Creek LLC Email: [redacted]@gmail.com		
Sent:	01 Aug 2023 19:21:56 UTC	
Viewed:	01 Aug 2023 19:56:39 UTC	
Signed:	01 Aug 2023 22:19:45 UTC	
Recipient Verification:		IP address [redacted]
✔Email verified	01 Aug 2023 19:56:39 UTC	Location: Seattle, United States
Will Basta Email: contracts@ascendcapventures.com		
Sent:	01 Aug 2023 19:21:56 UTC	
Viewed:	01 Aug 2023 19:24:08 UTC	
Signed:	01 Aug 2023 22:33:58 UTC	IP address: 103.137.207.46
		Location: Magalang, Philippines

Document completed by all parties on:
01 Aug 2023 22:33:58 UTC

Page 1 of 1

Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 40,000+ companies worldwide.

Attachment E

bluevine

BlueVine Inc.
401 Warren St, Suite 300
Redwood City, CA 94063
www.bluevine.com
+1 (888) 216-9619

CASTLE CREEK LLC
Jason Winsor
[redacted]
Phoenix, AZ [redacted]

Account statement

Account Number:
[redacted]

Statement Period:
August 2023 (Aug. 1, 2023 - Aug. 31, 2023)

Activity summary

Beginning Balance on 08/01/2023	[redacted]
Deposits/credits	[redacted]
Withdrawals/debits	$-[redacted]
Ending balance on 08/31/2023	[redacted]

Transactions

Date	Description	Amount
[redacted]	[redacted]	[redacted]
08/02/23	ACH payment to Ascend Cap V...	$-30,000.00
[redacted]	[redacted]	[redacted]
08/25/23	Same-day ACH to Ascend Cap ...	$-150.00
08/25/23	Same-day ACH fee	$-10.00

In case of errors or questions about your electronic funds transfers or non-electronic transactions, contact Customer Support at **1-888-216-9619** or via email at **banking.support@bluevine.com**. For additional information regarding the error or dispute process, review your Account Agreement, located in your Documents page at app.bluevine.com/dashboard/documents/.

Banking services provided by Coastal Community Bank, Member FDIC. This BlueVine Card is issued by Coastal Community Bank, Member FDIC, pursuant to license by Mastercard International.

IntraFi® Network Deposits℠ Monthly Statement

Demand or Savings Option (formerly known as ICS®)

The following information is a summary of activity in your account(s) for the month of August 2023 and the list of FDIC-insured institution(s) that hold your deposits as of the date indicated. These deposits have been placed by us, as your agent and custodian, in deposit accounts through IntraFi Network Deposits. Funds in your deposit accounts at the FDIC-insured institutions at which your funds have been placed will be “deposits,” as defined by federal law.

Summary of balances as of August 31,2023

FDIC-Insured institution	Amount

Attachment F

Gmail Jason <[redacted]@gmail.com>

Re: [Ascend Ecom] Assignment: Re: Ascend Ecom: Payment Confirmation

Ascend Support <support@ascendecom.com> Mon, Aug 7, 2023 at 11:56 AM
To: Jason [redacted]@gmail.com>

Hi Jason,

May we ask you to confirm if this is the payment that you have processed? Please see attached screenshot below. Thank you.

Best Regards,

Carla
Executive Assistant Manager, **Ascend Ecom**

ASCEND

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



On Tue, Aug 8, 2023 at 1:42 AM Ascend Support (Ascend Ecom) <support@ascendecom.com> wrote:

> You have been assigned to this ticket (#554).
>
> Internal note
>
> Billing Support EAM.Carla FYI
>
> Pending Ticket #554
>
> Requester: Jason
> Assignee: Billing Support

Attachment F

CCs	-
Followers	Billing Support, EAM.Carla
Group	Billing Department
Organization	-
Brand	Ascend Ecom
Type	Ticket
Channel	By Mail
Priority	-

View in Support

This email is a service from Ascend Ecom. Delivered by **Zendesk**

On August 7, 2023 at 4:03:11 PM UTC, Jason [redacted]@gmail.com wrote:

Hi. Yes I sent on 8/2.

Your payment has been scheduled.png

> On Aug 7, 2023, at 8:41 AM, Ascend Support <support@ascendecom.com> wrote:
>
> Hi Jason,
>
> Good day! Hope everything is well. Please confirm if you already paid the amount of $30,000 for your Amazon FBA.
>
> If not yet, please send the payment of your onboarding fee via wire transfer for a much faster transaction. Sending via wire will accelerate the onboarding process and enable our team to begin product research sooner. Here's the details for wire transfer:
>
> - **Bank Name:** Chase
> - **Account Name:** Ascend Cap Ventures
> - **Account Number:** [redacted]8792
> - **Routing Number:**
>   - If **ACH**: [redacted]
>   - If **Wire**: [redacted]
> - **Address:** 1309 Coffeen Avenue, Sheridan, WY 82801
>
> After you made your payment, kindly send the photo or screenshot of your payment confirmation or receipt to **support@ascendecom.com** so we can confirm it with our billing team and continue the onboarding process.
>
> **Note:** Once the payment has been made, we'll be able to work on your business sooner.
>
> We look forward to hearing from you.

Best Regards,

Carla
Executive Assistant Manager, **Ascend Ecom**

ASCEND

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



[W5L6MP-32YLX]Ticket-Id:554Account-Subdomain:ascendecomsupport

Attachment G

castle-creek-llc

@EAM.Carla created this channel on August 7th. This is the very beginning of the **castle-creek-llc** channel. Description: For Jason Winsor's store.

Monday, August 7th



EAM.Carla 12:53 PM

joined castle-creek-llc.



EAM.Carla 12:53 PM

set the channel description: For Jason Winsor's store.



GM Michael 12:53 PM

was added to castle-creek-llc by EAM.Carla. Also, HRD.Grace and 6 others joined.



EAM.Carla 12:55 PM

Hi @Jason W - castle creek! Welcome to your Slack channel. Feel free to send us a message here if you have questions or clarifications regarding the onboarding process. Thank you and have a great day ahead!

J

Jason W - castle creek 12:59 PM

joined castle-creek-llc.

J

Jason W - castle creek 1:00 PM

Hello.



EAM.Carla 1:06 PM

Hi @Jason W - castle creek! Let us know if you need assistance with your onboarding requirements. Thank you!

J

Jason W - castle creek 2:30 PM

Carla I had a question about the tx resale certificate. I signed the cert for Santosh. Do I need to upload it to the tx site or wait for further instruction from him



EAM.Carla 2:31 PM

Hi @Jason W - castle creek! If you have a signed Resale Certificate ready, you may send it here and I'll upload it to your file. Thank you!

Tuesday, August 8th

J

Jason W - castle creek 9:44 AM

I think it's already in my file. I was curious as the initial checklist I got was to upload it to the Texas site. I am asking if it is ready to do that or will I hear more from Santosh? Also what are next steps. My seller account and llc are all created.



EAM.Carla 9:47 AM

Hi @Jason W - castle creek! We haven't received your Resale Certificate yet. You may check with Santosh if there are further actions that you need to take regarding your Resale Certificate. If we may ask, is your seller account active and fully verified? Thank you!

J

Jason W - castle creek 11:33 AM

Seller account active and fully verified. Correct.



EAM.Carla 11:37 AM

Thanks for confirming. Please fill out these details below:

Amazon Seller Central Account

Amazon Store Name:

Username (Email address):

Password:

Business Gmail address - This will be used for creating supplier accounts

Username:

Password:

EIN# / US Federal Tax ID:

How much are you comfortable spending on your inventories for the first 3 months?:

Thank you!

J

Jason W - castle creek 1:19 PM

Amazon Store Name: **Castle Priority Goods**

Username (Email address): [redacted]@gmail.com

Password: [redacted]

Business Gmail address - This will be used for creating supplier accounts

Username: castlecreekaz

Password: [redacted]

EIN# / US Federal Tax ID: [redacted]

J

Jason W - castle creek 1:20 PM

Carla - I was thinking around $20-25k?

1



J

6 replies

Last reply 3 months ago

View thread



EAM.Carla 1:40 PM

renamed the channel from “nocon-castle-creek-llc” to “castle-creek-llc”



SM.Seamus 1:40 PM

was added to castle-creek-llc by EAM.Carla. Also, SM.GM and 5 others joined.



EAM.Carla 1:41 PM

Hi @Jason W - castle creek! Our team confirmed that they already have admin access to your account. I'm now endorsing you to your store manager, @SM.Seamus. @AA.Aice is your store analyst. They will assist you with your questions/concerns moving forward. You may send your Resale Certificates here once you have them. It's been a pleasure assisting you throughout the onboarding process. Thank you and have a great day ahead!

J

Jason W - castle creek 1:44 PM

@EAM.Carla I sent the info Santosh needed to complete the AZ resale cert and signed the TX one on Friday. He hasn't responded since? (edited)

Jason W - castle creek 1:44 PM

Can you check with him on your end?

5 replies

Last reply 3 months ago

View thread

Wednesday, August 9th

Jason W - castle creek 7:33 AM

@SM.Seamus @AA.Aice Nice to meet you. I look forward to working with you - what are next steps?

❤️1

6 replies

Last reply 3 months ago

View thread

Jason W - castle creek 10:08 AM

Great thx you

Jason W - castle creek 11:52 AM

One question, how do you differentiate my store from all your other customers as far as products are concerned? Wouldn't we all be competing for the same inventory?

AA.Aice 12:16 PM

@SM.GM @SM.Seamus



SM.GM 1:28 PM

New accounts are subject to certain limitations and may not have immediate access to list high-demand products with good BSR

What we are doing next

-1 Start with Less Restricted Categories

-2 Build Positive Customer Feedback

with the products which are acceptable according your store status and then we will add HIGH BSR PRODUCTS.

❤️1

J

Jason W - castle creek 2:24 PM

Ok.

J

Jason W - castle creek 3:25 PM

@SM.GM thx for the clarification. Looking forward to growing quickly. Best!

Friday, August 11th



SM.GM 8:30 AM

Noted @Jason W - castle creek

SMA.George 1:02 PM

was added to castle-creek-llc by AA.Aice.

J

Jason W - castle creek 1:12 PM

replied to a thread:

@SM.Seamus @AA.Aice Nice to meet you. I look forward to working with you - what are next steps?

Ok. Great.

👍1

Saturday, August 12th

J

Jason W - castle creek 9:40 AM

Attached is the signed Arizona Resale Certificate and the Texas Resale Certificate. I have completed all onboarding -seller account is open and verified, capital ready. I look forward to the next steps. @AA.Aice @EAM.Carla @SMA.Brad @SM.Seamus @SM.GM (edited)

2 files

Castle Creek LLC_Texas_Resale Certificate (1) (1).pdf

PDF

Arizona_Resale Certificate_Castle Creek LLC_signed.pdf

PDF

1



SM.GM 10:37 AM

Thank you Jason

Friday, August 18th

Jason W - castle creek 4:50 PM

Hi all. Is product being sourced/researched? I haven't heard and I would like to understand what the next steps are? Thanks. (edited)



5 replies

Last reply 3 months ago

View thread

Monday, August 21st

Jason W - castle creek 2:04 PM

@SM.GM Any update?

AA.Aice 2:08 PM

@SMA.Brad @SM.Seamus @SM.GM @SMA.George Please kindly send the invoice here. Thank you

Tuesday, August 22nd

Jason W - castle creek 7:32 AM

Any updates?

Thursday, August 24th

AAM.Allen 2:54 PM

was added to castle-creek-llc by EAM.Carla. Also, AAM.Marlon and AAM.Lotis joined.

AAM.Allen 2:58 PM

Hi @Jason W - castle creek Hope all is well with you. The team also wants to do a follow-up about the Reseller Certificate Fee payment of $150. Kindly send us a screenshot of the transaction once you made the payment. Thanks a lot!

image.png

Jason W - castle creek 3:31 PM

Hello, I submitted ACH payment yesterday.

Jason W - castle creek 3:45 PM

Any updates when I will receive an invoice/information for inventory? @SM.GM @SM.Seamus @SMA.Brad @SMA.George

3 replies

Last reply 3 months ago

View thread

Friday, August 25th

Jason W - castle creek 8:10 AM

I cancelled the bill.com payment and paid directly thru my bank. The payment should arrived today. @AAM.Allen (edited)

File

1 reply

3 months ago

View thread

Monday, August 28th

Jason W - castle creek 11:47 AM

Hello- any update on sourcing inventory/invoice for inventory? I will be away from a computer/phone and not able to communicate between Wednesday, 8/30/23 - Monday, 9/4/23. I will not have access to slack. Can I get an update prior to then. Thx.

SM.Seamus 12:08 PM

Hello @Jason W - castle creek,

Nice to meet you,

We are currently working on your product research, once it is finished, we will send you an invoice which shows the product names, quantity, and ROI. Once you pay for the invoice, the order will be placed and your inventory will be on its way to our warehouse.

If you have any further inquiries then please feel free to reach out.

Thank you for patience and co operation.

Have a nice day!

Jason W - castle creek 12:55 PM

@SM.Seamus thank you for the update. I'll be away Wednesday - Monday so if it comes during that time, I will review upon my return Monday. Is the product going to be a mix of FBM and FBA?

SMA.Brad 2:55 PM

@SM.Seamus Will guide you ASAP

Tuesday, September 5th

Jason W - castle creek 9:53 AM

@SM.Seamus When do you expect product research to be done?

SM.Seamus 10:23 AM

Hello @Jason W - castle creek,

Hope you're doing good,

Yes, we have just about finalized the products and will provide you the invoice within 24 hours.

Have a great day!

1

1 reply

2 months ago

View thread

Jason W - castle creek 10:44 AM

@SM.Seamus Thank you. I am eager to move forward. Thanks for the update!

Thursday, September 7th

Jason W - castle creek 10:15 AM

@SM.Seamus any updates? It's been 48 hours and wanted to check in. Thx

AA.Aice 10:19 AM

@SMA.Brad @SM.GM @SM.Seamus @SMA.George

Friday, September 8th

Jason W - castle creek 4:17 PM

Hi Team any updates ?

Monday, September 11th

Jason W - castle creek 6:39 AM

@SM.Seamus. Any updates?

AA.Aice 6:54 AM

@SMA.Brad @SM.GM @SMA.George @SM.Seamus Please response

1

Tuesday, September 12th

Jason W - castle creek 10:40 AM

Hi all - getting a little concerned. I have had multiple commitment dates for an invoice on product then silence? @SM.GM @SM.Seamus @SMA.Brad @SMA.George @GM Michael (edited)

Wednesday, September 13th

SM.GM 3:56 PM

Hello @AA.Aice Can you please share store access on wholesale.new2@gmail.com

Then we will share initial invoice with @Jason W - castle creek.

Many Thanks!! (edited)

2

1 reply

2 months ago

View thread

Thursday, September 14th

Jason W - castle creek 8:40 AM

replied to a thread:

Hello @AA.Aice Can you please share store access on wholesale.new2@gmail.com…

Looks like @AA.Aice sent the email invite to grant store accsss.

CA.Pamella 1:32 PM

was added to castle-creek-llc by TL.Tetz. Also, CA.Dae and 2 others joined.

TL.Tetz 1:50 PM

Hi @Jason W - castle creek We are glad to let you know that we have available products like (Softsoap,Colgate,speedstick , suavitel and Irish spring) from our warehouse with a guaranteed average return on investment (ROI) of 20-25%.

Could you please let us know the amount you are considering for investment. Thank you

Jason W - castle creek 2:19 PM

@TL.Tetz My initial inventory investment was going to be around $20-$25K for the first batch of sourced inventory. With current available products in your warehouse, what percentage of the total first batch investment would you recommend I spend? Are you also still sourcing products with higher ROI? Should I save some of my initial batch investment for those items?

TL.Tetz 2:23 PM

We can start around $20k for the first batch and we will send an invoice immediately after that we will start listing products . right now we have products around 20-25 % ROI but Product Research team is non stop in sourcing better items with the best sales metrics.

1 reply

2 months ago

View thread

Jason W - castle creek 2:24 PM

@TL.Tetz Sounds good.

2:24

Lets do it!

TL.Tetz 2:25 PM

Copy sir we will update you once product goes live

1

1 reply

2 months ago

View thread

Friday, September 15th

AAM.Tony 5:06 AM

was added to castle-creek-llc by AAM.Lotis.

CA.Pamella 12:10 PM

Hi @Jason W - castle creek Hope everything is well with you. Kindly check the invoice and as well as your payment options, below. Once purchased, the items available will literally be listed in your store. We can only guarantee inventory is available to purchase if the invoice is paid within 2 days. If you would like to pay with a credit card please be advised that there's a fee of 2.9% + 30¢ per transaction that Stripe charges that we pass on (at no extra cost to our clients) If you would prefer to wire the payment instead to save this fee, please see the bank account details in the invoice.

NOTE: Ascend Capventures Inc is providing an inventory guarantee on this purchase if the invoice is paid within two days of receipt and this invoice is subject to a guarantee that the minimum ROI of this overall invoice is at least 20% (even though we average 25-35% ROI). If the item does not sell, we will replace the inventory so that every invoice paid from each client will yield at minimum a 20% return on investment (i.e. if the invoice is for $10,000, we will guarantee that you will receive $12,000 back from Amazon.)

PDF

Castle Creek LLC.pdf

PDF

Jason W - castle creek 12:31 PM

@CA.Pamella Can you send me instructions on how to pay by credit card.

4 replies

Last reply 2 months ago

View thread

Jason W - castle creek 1:12 PM

Just paid

PDF

Receipt-2896-3555.pdf

PDF

1

1 reply

2 months ago

View thread

Monday, September 18th



VIPM.Raymond 8:57 PM

left castle-creek-llc. Also, TL.Tetz and 19 others left. Savannah.AM and 2 others joined.

Wednesday, September 20th

J

Jason W - castle creek 7:11 AM

replied to a thread:

We can start around $20k for the first batch and we will send an invoice immediately after that we will start listing products . right now we have products around 20-25 %

ROI but Product Research team is non stop in sourcing better items with the best sales metrics.

Can you confirm you received invoice payment and are listing products to go live?

Thursday, September 21st



Jason W - castle creek 11:51 AM

Amazon deactivated my seller account as they want to verify my identity. I scheduled a video confirmation call for the seller account, but the only dates available are for either next week or the first week of october. One of the documents they said they may need is an invoice or other info from my supplier. Any thoughts or advice prior to my call? (edited)





2 replies

Last reply 2 months ago

View thread

Tuesday, September 26th



Savannah.AM 6:30 AM

Good Morning @Jason W - castle creek,

I hope this message finds you well.

At Ascend, we place great value on your feedback and needs. Your insights have been instrumental in shaping our services, and we're excited to introduce a significant improvement based on your valuable input.

I am thrilled to introduce myself, Savannah Parker, as your dedicated US-based Account Manager. Alongside myself, an Assistant Account Manager, an Analyst, a Billing Specialist, and your Store Manager will form an agile and closely-knit team dedicated to maximizing the success of our partnership. I am here to ensure that your experience with Ascend remains both smooth and tailored precisely to your unique requirements. I will be your single source of truth for information pertaining to our partnership, providing you with a seamless point of contact.

I am eager to learn more about your business and objectives. If you have any pertinent information to share, it will be greatly appreciated and will contribute to the productivity of your store moving forward.

Should you have any immediate questions please don't hesitate to reach out to me directly at savannah.p@ascendecom.com or here through your Slack channel.
We look forward to a successful and prosperous partnership. Together, let's continue to make your journey with Ascend both efficient and enjoyable.
Warm regards,
Savannah Parker
Sr. Account Manager

Jason W - castle creek 10:24 AM
Nice to meet you. My biggest concern is my store is deactivated. I am waiting on Amazon to schedule a video call identity verification.

5 replies
Last reply 1 month ago
View thread

Wednesday, October 4th

Jason W - castle creek 11:29 AM
@Savannah.AM I just had the identity interview. It went okay. They had alot of questions about the other users on my account and why they needed access, also alot of questions about who my supplier is, etc..I think I answered okay, but will know in 3-5 days. Have you run into this before?

2 replies

Last reply 1 month ago

View thread

Thursday, October 5th

Jason W - castle creek 9:27 AM

@Savannah.AM @AA.Aice @AAM.Lotis @Joseph the review is complete and the seller store is again active. Team - Can we continue where you left off to get inventory added and products live asap. Thx you! (edited)

1 1

2 replies

Last reply 1 month ago

View thread

Tuesday, October 10th

Jason W - castle creek 8:49 AM

Hi all. Is there an update when the team will start adding product and getting the store live again?

Wednesday, October 11th

Jason W - castle creek 3:25 PM

@Savannah.AM @AA.Aice @AAM.Lotis

Savannah.AM 3:26 PM

Last they said was they are In the process of doing so. @Jason W - castle creek

Jason W - castle creek 3:27 PM

Can you check on it? They were in the middle of it when the store shut down amd since it's activation last week it doesn't seem like any action has been taken? The product was already in the warehouse and paid. It's just a matter of setting up the store and loading the product and activating the store. @Savannah.AM (edited)

Savannah.AM 3:30 PM

We have been daily and that is what they told us. @Jason W - castle creek

Jason W - castle creek 3:32 PM

Ok. Can you keep me updated? I'm not sure what "in the process" means as the store was on its way before it was shut down. @Savannah.AM (edited)

J

2 replies

Last reply 1 month ago

View thread

Monday, October 16th

Jason W - castle creek 6:33 AM

Hello, Any updates today on when the store will go live?

Savannah.AM 8:02 AM

I will ask for an updated ETA this morning @Jason W - castle creek

1 reply

28 days ago

View thread

J

Jason W - castle creek 11:24 AM

Ok. Thank you

😀1

J

Jason W - castle creek 8:12 PM

Any updates? It's been over a week since the store was reactivated (edited)



J

2 replies

Last reply 30 days ago

View thread

Tuesday, October 17th

J

Jason W - castle creek 2:18 PM

replied to a thread:

Any updates? It's been over a week since the store was reactivated

@Savannah.AM I am very frustrated. I finished my onboarding about 10 weeks ago. After little to no response on slack I reached out to Will Basta around 9/12. His influence led to the team reaching out and I was able to purchase inventory. A week later they were starting to build my store and after a user was added from the team on my store it deactivated on 9/21. After I got the notice from Amazon It took me two weeks to get an interview with Amazon to get it up again. It's been up for over a week (thursday will be two weeks) and it doesn't seem like any movement has happened. Help?

Wednesday, October 18th



Savannah.AM 2:38 PM

I am really sorry you have had that experience. We have been actively working on it to try to get it turned around for you. The products are in the listing stage now so we are seeing progress. @Jason W - castle creek

Thursday, October 19th

J

Jason W - castle creek 6:51 AM

@Savannah.AM @AAM.Lotis @Arianna @BACH.Liz @Joseph @GM Michael @Jovana they were starting the listing stage on 9/21. Nothing has been listed since. It doesn't seem like you can tell me exactly why it is still delayed and why after a month of the store being dormant for deactivation and two weeks since it's been up again it's not being actively worked on? Inventory is not being listed. I need a date when you can commit to having the store live?. (edited)

J

Jason W - castle creek 8:00 AM

replied to a thread:

I will ask for an updated ETA this morning @Jason W - castle creek

Still haven't responded with an eta when the store will be live.

Friday, October 20th

AAM.Marlon 6:12 AM

was added to castle-creek-llc by AAM.Lotis. Also, AM Teamlead.Skye and 2 others joined. AA.Aice and 4 others left.



AM Teamlead.Skye 7:22 AM

Hello @Jason W - castle creek, I hope your doing well. My name is Skye I'm your new Account Manager. I feel we should have a zoom call on Monday so my team and I can get familiar with your store.

7:24

please use this link to schedule a time best for you on my calendrer. https://calendly.com/skye-am13/30min

J

Jason W - castle creek 8:10 AM

@AM Teamlead.Skye nice to meet you. Your calendly doesn't have openings until next Thursday. Do you have any availability on Monday? I am available at 8am-9am PDT or 10am-11:30am PDT. I would just like to know when my store will go live? When will inventory be loaded? (edited)



AM Teamlead.Skye 10:14 AM

Hey @Jason W - castle creek :) , I opened some more times go ahead and see if there's a time good for you now, if not unfortunately the next available time is Thursday. Sadly because I was just given your store yesterday, I have some clients that schedule in advance. I hope those times work for you so we can talk Monday (edited)

J

Jason W - castle creek 10:15 AM

@AM Teamlead.Skye It is still showing no availability on Monday - just showing Thurs/Fri availability on calendly. (edited)



AM Teamlead.Skye 10:23 AM

It's working now:)

Jason W - castle creek 10:30 AM

@AM Teamlead.Skye thanks. Scheduled. I look forward to meeting you. Honestly, I am at a point of frustration and I do not understand what is happening with my store or process. The store was being worked and seller applications were submitted by the ascend team and approved by amz. When users were added by the ascend team on 9/21 to start inventory listing, the store was deactivated because of a fraud alert from Amazon. I got a notification from Amazon and scheduled an interview - I notified the ascend team immediately and got a response 5 days later. Two weeks later (10/5), it was online again, and I communicated that immediately to the team. That was two weeks ago. I am just trying to move forward at this point and understand why the store isn't being actively worked after AMZ reactivated it?



AM Teamlead.Skye 1:38 PM

I truly appreciate you , giving me a breakdown and your experience. This helps me be ready for Monday and have a plan set in place for you @Jason W - castle creek



Jason W - castle creek 1:40 PM

Thank you.

❤️1



AM Teamlead.Skye 1:51 PM

I hope you have a wonderful weekend, we'll talk soon :)

Monday, October 23rd

J

Jason W - castle creek 2:50 PM

@AM Teamlead.Skye Thank you! To recap our conversation. My Amazon store is not yet live - after a month of delays with the store being deactivated. You are going to check with the team on why product is not being listed and I was told my inventory was all currently in the warehouse so your checking if the carrier issue is resolved and if it applies to shipping from the warehouse to Amazon. (edited)

❤️1

Thursday, October 26th

J

Jason W - castle creek 8:42 AM

@AM Teamlead.Skye any updates or timeline from the team on getting the store live?

Monday, October 30th

J

Jason W - castle creek 5:28 PM

@AM Teamlead.Skye is there reason why the team can't continue with brand approvals and loading product in the store-keeping products inactive- while awaiting the carrier issue to resolve?

V

J

14 replies

Last reply 16 days ago

View thread

Tuesday, October 31st

J

Jason W - castle creek 6:49 PM

replied to a thread:

@AM Teamlead.Skye is there reason why the team can't continue with brand approvals and loading product in the store-keeping products inactive- while awaiting the carrier issue to resolve?

@AA.Van seller verification complete. Thank you.

IMG_6375

🙌2

Sunday, November 5th

J

Jason W - castle creek 4:34 PM

Just got this. Account was deactivated due to inactivity. I went thru the steps to reactivate. Hoping confirmation comes by tomorrow. @AA.Van @AM Teamlead.Skye can we get this store going? :)))))) (edited)

File

J

Jason W - castle creek 7:52 PM

Reverified again. Ready to roll. @AA.Van @AM Teamlead.Skye (edited)

File

Monday, November 6th

J

Jason W - castle creek 11:15 AM

@AM Teamlead.Skye here is my inventory. I was told this was in the warehouse on 9/15. They were loading this on 9/20 when the store was deactivated from Ascend adding users.

PDF

Castle Creek LLC.pdf

PDF

Tuesday, November 7th

J

Jason W - castle creek 11:31 AM

Here are messages on 9/15. Purchased inventory already in the warehouse. Is this a store manager issue?

2 files

Wednesday, November 8th

J

Jason W - castle creek 8:24 AM

Hi, Any updates today on what happened to the inventory I purchased in Sept (items already in the warehouse) and why it can't be listed asap?

J

V

8 replies

Last reply 8 days ago

View thread

J

Jason W - castle creek 9:06 AM

replied to a thread:

Hi, Any updates today on what happened to the inventory I purchased in Sept (items already in the warehouse) and why it can't be listed asap?

Thx you. Let me know the outcome asap. Thx.

1

View newer replies

J

Jason W - castle creek 2:04 PM

replied to a thread:

Hi, Any updates today on what happened to the inventory I purchased in Sept (items already in the warehouse) and why it can't be listed asap?

Thank you this is good news. However, none of these items were listed in the inventory I purchased in september and the brands I purchased in september seem to be approved brands in my seller account. Thoughts? (edited)

View newer replies

Thursday, November 9th

J

Jason W - castle creek 10:36 AM

Hello, I'm concerned it's 3 products out of 20k spent in sept from inventory supposedly in the warehouse already. (Two of the products aren't listed competitively) and none are FBA which I was originally told they would be, which is okay if the ROI is there.

Also I understand in the invoice that you may need to replace products but I paid 20k in inventory already at the warehouse in September and I expect 20k of inventory listed on my account thru approved brands - in which most on this "invoice" are approved on my seller store on Amazon.

I'm concerned with the ethics of Ascend and as an Amazon employee have inquired internally with our seller team the process for filing a compliant. I haven't taken action but I am very concerned with the perceived business practices of ascend and I am growing more impatient each day.

I expect my store to be up and live by Monday with 20k of product I purchased two months ago. I want to make this work for both of us.

Ps - Skye and current team has been wonderful and communicative. (edited)

Tuesday, November 14th

CSO.Abel 6:47 AM

was added to castle-creek-llc by AAM.Marlon.

Yesterday

J

Jason W - castle creek 10:31 AM

@AM Teamlead.Skye got my first 3 orders. Two say to ship by tomorrow. Any action needed from me?



AM Teamlead.Skye 10:45 AM

Hello @Jason W - castle creek, awesome , no there is no action need on your end. Your store team handles all those things.

J

Jason W - castle creek 10:46 AM

@AM Teamlead.Skye ok. Thanks! A bit nervous since it's my first sale and since the store was already deactivated once. Ha. Just don't want any bad ratings out of the gate.



AM Teamlead.Skye 10:48 AM

I understand, i will check with the team to make sure everything is moving smoothly.

👍1

J

Jason W - castle creek 10:31 AM

@AM Teamlead.Skye got my first 3 orders. Two say to ship by tomorrow. Any action needed from me?



AM Teamlead.Skye 10:45 AM

Hello @Jason W - castle creek, awesome , no there is no action need on your end. Your store team handles all those things.

Jason W - castle creek 10:46 AM

@AM Teamlead.Skye ok. Thanks! A bit nervous since it's my first sale and since the store was already deactivated once. Ha. Just don't want any bad ratings out of the gate.



AM Teamlead.Skye 10:48 AM

I understand, i will check with the team to make sure everything is moving smoothly.

👍1

Thursday, November 16th

Jason W - castle creek 11:04 AM

Hi @AM Teamlead.Skye @AA.Van the two orders that should be shipped today still haven't been shipped. I know there is still time in the day, but I am growing more concerned my orders are not being fulfilled. (edited)

Jason W - castle creek 11:45 AM

@AM Teamlead.Skye Thank you for the call and update. To confirm, you will check with Van to ensure shipments are going out and the software is working - specifically i have 2 orders to be shipped today. 2. Get me an invoice of inventory costs 3. Get a timeline of the next batch of inventory to be loaded to my store.

11:48

@AM Teamlead.Skye Lastly 4. Confirm two of my products are listed competitively. I received notices two of my products are not listed competitively and not showing up in the buy box.



AM Teamlead.Skye 1:16 PM

Hello @Jason W - castle creek, It was nice talking to you today. So I reached out to your store team and they let me know the product should go out today. Concerning the other request you made I'm work on get the pricing corrected and getting you that inventory invoice.

J

Jason W - castle creek 2:23 PM

@AM Teamlead.Skye thank you. It was nice talking with you too. Also from our conversation please check timeline for the next batch of inventory to be added to my store and let me know. Have a good day.

Tuesday, November 21st

J

Jason W - castle creek 7:37 AM

@AM Teamlead.Skye and team have a happy thanksgiving. Thx for your help these past few weeks. (edited)

Tuesday, November 28th

J

Jason W - castle creek 11:37 AM

@AM Teamlead.Skye @AA.Van It is good to see sales trickle in. The team has steadily added some inventory on Friday and Monday, most of what they have added is already sold out. Is there more quantities or inventory coming? Putting $20K down for inventory in September - I want to ensure to take advantage of this shopping season.



AM Teamlead.Skye 11:50 AM

Audio

0:42

1x

Hi, Jason., so I just wanted to give you a quick update. So,, inventory will be slowly placed in your store in batches., so what I'm gonna do is I'm… View transcript

❤️1

V

AA.Van 2:12 PM

Hi @Jason W - castle creek I see that you have a lot of orders coming up since items were listed in your store. We've request added items, and yes as you mentioned your team add some listings on Monday. Here's a screenshot of your active inventory as of now. We will follow up again on them. Thank you.

cc: @AM Teamlead.Skye

2 files

❤️2

J

Jason W - castle creek 2:49 PM

Thank you.

J

Jason W - castle creek 5:39 PM

Got this notification today. It's saying my store is at risk for deactivation. It is showing my order defect rate at 50%. (Through 11/14). It should improve daily as more orders have come in but I wanted you to be aware. Not sure if there are any other proactive measures we should take?@AA.Van @AM Teamlead.Skye (edited)

5:39

IMG_6542



AM Teamlead.Skye 9:40 PM

Thank you , I appreciate you making me aware your store team already is but I will inform them to please keep a close eye on it

❤️1

Wednesday, November 29th

J

Jason W - castle creek 2:34 PM

@AM Teamlead.Skye @AA.Van There is a pending return from 2 days ago on the seller account. I am concerned it will cause another instance for an ODR. Also it is being shipped back to my corporate address, not the warehouse. What should I do? I can re-send the item to the correct address if it comes here. ****The return address on my store is my corporate address not the warehouse. The team needs to update the return address settings on the seller store ASAP. (edited)

V

J

4 replies

Last reply 5 days ago

View thread

Thursday, November 30th

J

Jason W - castle creek 7:48 AM

replied to a thread:

@AM Teamlead.Skye @AA.Van There is a pending return from 2 days ago on the seller account. I am concerned it will cause another instance for an ODR. Also it is being shipped back to my corporate address, not the warehouse. What should I do? I can re-send the item to the correct address if it comes here. ****The return address on my store is my corporate address not the warehouse. The team needs to update the return address settings on the seller store ASAP.

What phone number should I enter to assist with delivery? What should I enter for name? My store name? Also should I choose “offer free returns for all ifems? Some items? Or none of my items? (edited)

View newer replies



AA.Van 1:22 PM

replied to a thread:

@AM Teamlead.Skye @AA.Van There is a pending return from 2 days ago on the seller account. I am concerned it will cause another instance for an ODR. Also it is being shipped back to my corporate address, not the warehouse. What should I do? I can re-send the item to the correct address if it comes here. ****The return address on my store is my corporate address not the warehouse. The team needs to update the return address settings on the seller store ASAP.

@Jason W - castle creek Please name it like this **Jason Winsor | Castle Priority Goods**, the number should be +1 [redacted]. And yes, choose offer free returns for all items. Thank you.

View newer replies

Yesterday (12/4/2023)



Jason W - castle creek 10:18 AM

@AM Teamlead.Skye thx for the call.

❤️1

Today (12/5/2023)



AAM.Marlon 10:56 AM

Hello @Jason W - castle creek,

In an ongoing effort to enhance the efficiency of our support services, we will be gradually transitioning from Slack to email as our primary communication platform, effective December 8, 2023.

For all non-urgent matters, please direct your inquiries, feedback, and support requests to our dedicated email address: skye@ascendecom.com. This change is designed to centralize our communications, creating a more organized and efficient process for both our team and esteemed clients like yourself.

Best Wishes,

Ascend Leadership

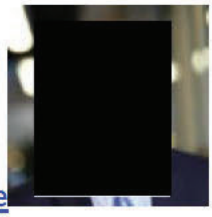
Attachment H

- Will B

1st degree connection· 1st

Entrepreneur, Investor, Advocate

- JUL 17, 2023Jason Winsor sent the following messages at 10:11 AM

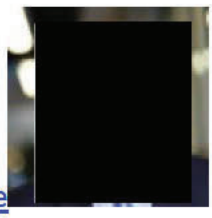


View Jason's profile

Jason Winsor 10:11 AM

Hi Will- I am looking to open an Amazon store with an automated service. I read some of your information. I have a meeting today with someone on your team, but cautious as there are alot of scams out there.

- Thanks for the connection.
- AUG 2, 2023

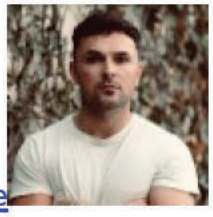


View Jason's profile

Jason Winsor 11:21 AM

Will. I just signed with you all. Excited to start

- AUG 3, 2023Will B sent the following messages at 4:15 AM

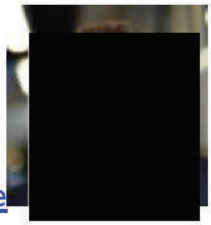


View Will's profile

Will B 4:15 AM

Hey Jason!

- Welcome aboard.
- SEP 9, 2023Jason Winsor sent the following message at 4:18 PM



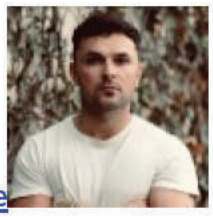
View Jason's profile

Jason Winsor 4:18 PM

- *
- *
- *
- *
- *
-

Hi Will, I am getting concerned. I finished my on boarding about a month ago. Then didn't hear from my store manager directly for a while. I have now heard from my store manager and one assistant that my invoice for goods would be coming within 24 hours or "by Monday" for a couple of weeks. Is this normal? With my initial conversation with the sales guy and onboarding I was under the impression sourcing inventory was a two week turnaround. Help? With the business being ready, monthly amazon business expenses and pending holiday shopping on Amazon I am concerned I will miss a crucial window to launch my store while prolonging profitability. Not sure who else to reach out too. (Edited)

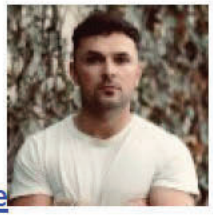
- SEP 12, 2023Will B sent the following messages at 3:51 PM



View Will's profile

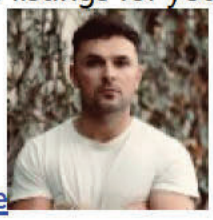
Will B 3:51 PM

HI Jason, Sorry but this is not the channel to be messaging store stuff on. Du e to compliance reasoning, this has to be addressed in the appropriate channels.

- View Will's profile 

Will B 3:52 PM

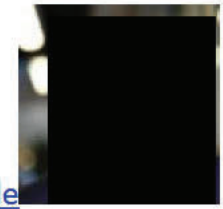
Im sorry but Im not sure who told you 2 week turnaround, its clear that the first inventory batch an be up to 8 weeks, this is normal in wholesale. Ill light a match under Account managers channel. theyll be in touch this week.

- We can get some listings for you ASAP from our warehouse
- View Will's profile 

Will B 3:56 PM

will get this jump started, no worries.

- Jason Winsor sent the following messages at 4:34 PM

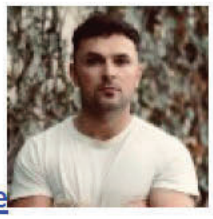
View Jason's profile 

Jason Winsor 4:34 PM

Thanks

- Apologize for messaging here but I was getting concerned as I have not even received a invoice to order inventory as of yet. Nobody has been responsive this week from slack. Wasn't sure how else to contact somebody. All I have is the slack communication if there are other ways to escalate let me know. Thx (Edited)

- Will B sent the following messages at 5:46 PM

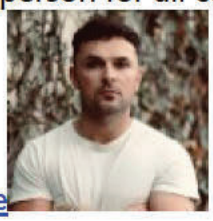


View Will's profile

Will B 5:46 PM

Because we are in the middle of an calcination manager roll out , you'll be introduced befor ened of week.

- Account manager **
- They'll be your 1 person for all comms



- View Will's profile

Will B 5:48 PM

Sorry about that, but expect a touch point tomorrow on this.

- Jason Winsor sent the following messages at 6:02 PM



View Jason's profile

Jason Winsor 6:02 PM

Thank you

- Will.
- DEC 18, 2023

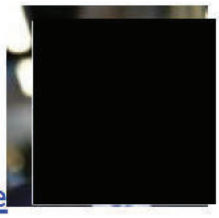


View Jason's profile

Jason Winsor 11:54 PM

Hi Will, Happy Holidays. I hope you are well. I need to talk with you. My phone is [redacted] and email is [redacted]@gmail.com. Best, Jason Winsor (Edited)

- DEC 28, 2023



View Jason's profile

Jason Winsor 5:57 PM

Hi Will, I have tried reaching out. You want all communication thru slack but I have had little response from my team regarding where my inventory is, why my store has no product, why deliveries have had major issues and I am getting negative reviews. I had about 10 orders go out incorrectly in a 4-day period early in December. Since 12/7 nobody has touched my store. Nobody restocked successful product and they removed the remaining product. Regarding the product you were originally helping me with in September, I paid 20k, received the invoice and ascend started putting product on my store but the same day it got shut down due to too many users added by secondary users. Nobody from ascend notified me. I worked with Amazon directly and got it back online on 10/5. Since then, I have had maybe 3-4k in product placed on my store and that product didn't get placed until middle of November after consistent pestering on my end. It was also all MFN fulfilled. No FBA. I am concerned as I have been scammed out of the 50k invested. My store is empty. Negative reviews continue due to lack of delivery. I have sunk 50k total with little help support or transparency from ascend. I have asked for a new invoice multiple times of where my 20k went to. Nobody will give me that information. This is not working out. Since signing 8/1 I've had nothing but inconsistency, my store shut down and negative reviews threatening to shut it down again. Little product purchased in Nov and Dec. I missed the holiday season boom completely. It's my duty as an

Amazon employee to prevent fraud. All I ask is for my 30k be returned and refunded the remaining amount of inventory. Like I said their has only been 3-4k of inventory purchased out of 20k. We can part ways and I will avoid taking action internally to have this investigated. (Skye has been good about trying to communicate and has been an advocate however with the real concerning questions about my inventory, invoice, why my store only has a few products - many times it's a "let me check, let me get back to you"). Help me resolve this please. Jason Winsor

Attachment I

Ascend Ecommerce Inc.
1939 N Great SW Parkway
Grand prairie, TX 75050
5307647141

INVOICE

Invoice Number: U0923PMA01_865CUX55Q
Invoice Date: 2023-09-15
Due Date: 2023-09-22

Bill To:
Jason Winsor
Castle Creek LLC
[redacted]
PHOENIX AZ [redacted]
United States of America

Item Description	Avg ROI	Quantity	Unit Price	Amount
Softsoap Moisturizing Liquid Hand Soap Milk Protein And Honey, Milk Protein and Honey 7.5 oz	20.02%	250	2.15	$537.50
Suavitel - US06515A Fabric Softener & Fabric Conditioner, Soothing Lavender - 120 Fluid Ounce	20.00%	100	$12.91	$1,291.00
Ultra Brite Bk Sda Size 6z Ultrabrite Baking Soda & Peroxide Whitening Toothpaste	20.05%	200	$4.06	$812.00
Irish Spring Mens Body Wash, Active Scrub Exfoliating Body Wash for Men, 20 Fl oz	20.03%	220	$4.03	$886.60
Lady Speed Stick Antiperspirant Deodorant, Invisible Dry, Wild Freesia 2.30 oz	20.03%	300	$1.90	$570.00
Speed Stick Power Anti-Perspirant Deodorant Unscented 3 oz	20.01%	100	$2.14	$214.00
Irish Spring Mens Body Wash, Active Scrub Exfoliating Body Wash for Men, 20 Fl oz	20.03%	300	$4.03	$1,209.00
Softsoap Moisturizing Liquid Hand Soap Milk Protein And Honey, Milk Protein and Honey 7.5 oz	20.02%	120	2.15	$258.00
Softsoap Luminous Oils Moisturizing Body Wash - Coconut Oil & Lavender - 20 fl oz	19.96%	120	$10.08	$1,209.60
Speed Stick Power Anti-Perspirant Deodorant Unscented 3 oz	20.01%	110	$2.14	$235.40
Suavitel Ultra Fabric Softener, 169 Fluid Ounce	20.00%	120	$31.61	$3,793.20
Irish Spring Deodorant Bar Soap Moisture Blast with HydroBeads 3.750	20.02%	110	$11.80	$1,298.00
Sparkle Paper Towels, 2 Rolls (Pack of 24)…	20.22%	115	34.49	$3,966.35
Softsoap Antibacterial Liquid Hand Soap Pump, Clean & Protect, Cool Splash - 11.25 Fl. Oz	20.12%	200	3.28	$656.00
Irish Spring Aloe Bar Soap, (00035000141705), 3.7 Ounce	20.01%	120	6.18	$741.60
Irish Spring Bar Soap for Men, Original Clean, Smell Fresh and Clean f	20.02%	72	4.29	$308.88
Mennen Speed Stick Antiperspirant and Deodorant Irish Spring Original	20.00%	809	2.49	$2,014.41

Total Amount Due $20,001.54

Message to customer:

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 Name: Chase
Account Name: Ascend Capventures
Account Number: [redacted]8792
Routing Number:
If ACH: [redacted]
If Wire: [redacted]
Address: 1309 Coffeen Avenue, Sheridan, WY 82801

Inventory Availability Payment within 72 hours enhances our ability to secure optimal inventory. This timeline is crucial for efficient sourcing and ensures the highest chance of reduced lead time and product availability. Please note that inventory availability is subject to change based on availability from our warehouse and/or third-party suppliers and manufacturers, this includes lead times. ***Payment Options and Fees:*** Pay with a credit card and incur a 2.9% + 30¢ fee, passed on from Stripe. Wire transfers are fee-free. ***Inventory Replacement and Sell Period:*** If items don't sell within the period outlined in the MSA, starting from the date of the product being actively listed, the buyback/ replacement of products may be enacted. ***Product Changes:*** Ascend reserves the right to change products listed on this invoice.This may affect the total units sourced per product based on unit price. Changes ensure similar or higher ROI onAmazon sales. Consumer market changes and product availability/ lead time fluctuations can influence sourcing decisions. ***Chargeback Clause:*** In the event that the client initiates a chargeback for product, it will constitute a material breach of contract. ***Master Services Agreement (MSA):*** These terms are subject to our Master Services Agreement (MSA), if applicable. ***Client Agreement:*** By paying this invoice, you acknowledge and accept these terms.

Attachment J

Receipt

Ascend Distribution LLC

Invoice number	**5911F1B4-0001**
Receipt number	2896-3555
Date paid	September 15, 2023
Payment method	American Express - [redacted]
Company Name	Castle Creek LLC

Ascend Distribution LLC
5900 Balcones Drive
Ste 100
Austin, Texas 78731
United States
support@ascendecom.com

Bill to
Jason Winsor
[redacted]@gmail.com

$20,581.88 paid on September 15, 2023

Description	Qty	Unit price	Amount
Softsoap Moisturizing Liquid Hand Soap Milk Protein And Honey, Milk Protein and Honey 7.5 oz	250	$2.15	$537.50
Suavitel - US06515A Fabric Softener & Fabric Conditioner, Soothing Lavender - 120 Fluid Ounce	100	$12.91	$1,291.00
Ultra Brite Bk Sda Size 6z Ultrabrite Baking Soda & Peroxide Whitening Toothpaste	200	$4.06	$812.00
Irish Spring Mens Body Wash, Active Scrub Exfoliating Body Wash for Men, 20 Fl oz	220	$4.03	$886.60
Lady Speed Stick Antiperspirant Deodorant, Invisible Dry, Wild Freesia 2.30 oz	300	$1.90	$570.00
Speed Stick Power Anti-Perspirant Deodorant Unscented 3 oz	100	$2.14	$214.00
Irish Spring Mens Body Wash, Active Scrub Exfoliating Body Wash for Men, 20 Fl oz	300	$4.03	$1,209.00
Softsoap Moisturizing Liquid Hand Soap Milk Protein And Honey, Milk Protein and Honey 7.5 oz	120	$2.15	$258.00
Softsoap Luminous Oils Moisturizing Body Wash - Coconut Oil & Lavender - 20 fl oz	120	$10.08	$1,209.60

EX 21
2010

Speed Stick Power Anti-Perspirant Deodorant Unscented 3 oz	110	$2.14	$235.40
Suavitel Ultra Fabric Softener, 169 Fluid Ounce	120	$31.61	$3,793.20
Irish Spring Deodorant Bar Soap Moisture Blast with HydroBeads 3.75Oz	110	$11.80	$1,298.00
Sparkle Paper Towels, 2 Rolls (Pack of 24)...	115	$34.49	$3,966.35
Softsoap Antibacterial Liquid Hand Soap Pump, Clean & Protect, Cool Splash - 11.25 Fl. Oz	200	$3.28	$656.00
Irish Spring Aloe Bar Soap, (00035000141705), 3.7 Ounce	120	$6.18	$741.60
Irish Spring Bar Soap for Men, Original Clean, Smell Fresh and Clean for	72	$4.29	$308.88
Mennen Speed Stick Antiperspirant and Deodorant Irish Spring Original,	809	$2.49	$2,014.41
Merchant fee @ 2.9% + 30¢	1	$580.34	$580.34

Subtotal	$20,581.88
Total	$20,581.88
Amount paid	**$20,581.88**

2[redacted] · $20,581.88 paid on September 15, 2023

EX 21
2011

Attachment K

Gmail Jason [redacted]

Castle Creek LLC - contract issues - request a resolution

Jason <[redacted]@gmail.com> Mon, Feb 26, 2024 at 1:57 PM
Draft To: Skye Baker <skye@ascendecom.com>

> On Tue, Jan 16, 2024 at 10:27 AM Skye Baker <skye@ascendecom.com> wrote:
> Hello Jason,
>
> We have been trying to reach out to you via slack
>
> > On Tue, Jan 16, 2024, 11:17 AM Jason <[redacted]@gmail.com> wrote:
> > Hi Skye,
> >
> > My store is deactivated - due to chargebacks, negative reviews ODR rate was above 1% too long. All due to customers never receiving a product. Like I said earlier, about 20 out of 200 of my customers never received their order or 10%.
> > I never received an invoice for product added to my store.
> > I never received a monthly P&L.
> >
> > I am not sure where there is to go from here.
> >
> > Best,
> >
> >
> > > On Tue, Jan 16, 2024 at 7:56 AM Skye Baker <skye@ascendecom.com> wrote:
> > > Hello Jason,
> > >
> > > As you are aware / already checking our service agreement, please review section 3.1 and 3.2, regarding termination of contract.

3.1 Term and Termination. The initial term of this Agreement will be for 36 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 e-commerce 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 the Client or Manager provides written notice of termination for any reason with 60 days notice.

3.2 Option to Request Buyback. After the initial 36-month term, if the Client has not made back their initial service fee of $30,000 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 36th 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 earned from 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. The Client agrees that this Buyback option begins starting on the first sale of the product on the Amazon.com store and it shall only cover the store price and not the price of any add-on services purchased separately by the Client. In case any inventory remains unsold before the end of this Agreement, it is up to the discretion of the Manager to either buy back the inventory with the business or not. The Client agrees not to dispute or initiate a chargeback in relation to any inventory purchases made by the Manager on behalf of the Client under this Agreement. The Client acknowledges and agrees that any dispute or chargeback initiated in relation to such inventory purchases will constitute a material breach of this Agreement. In the event of such a breach, the Manager shall have the right to immediately terminate this Agreement, without prejudice to any other rights or remedies that the Manager may have under this Agreement or under applicable law. The Client shall also be liable for any costs, expenses, damages, or losses incurred by the Manager as a result of such breach, including but not limited to any fees or penalties imposed by financial institutions or payment processors in connection with the disputed transaction or chargeback. The Client agrees that any payments made to Ascend Capventures using a credit card through any credit card processing merchant are final and non-refundable. The Client hereby waives any right to initiate a chargeback through their credit card company or financial institution with respect to any such payment. In the event that the Client initiates a chargeback in violation of this clause, the Client shall be responsible for reimbursing Ascend Capventures for any costs, expenses, or fees incurred as a result of the chargeback, including but not limited to, chargeback fees, administrative fees, and legal fees.

Also, if we can get a response in slack: https://ascend-ecom-workspace.slack.com/archives/C05LM46SBQV/p1705070212665459.

Thanks,

On Sat, Jan 13, 2024 at 1:42 AM Jason <[redacted]@gmail.com> wrote:

> Hello,
>
> Another breach of contract from Ascend has been the lack of monthly reporting as noted in the service agreement with Ascend (usually by the 10th of each month according to the contract). To-date Castle Creek, LLC has received zero monthly P&L reports.
>
> I initiated the chargeback with my bank as I still have not seen an invoice showing the minimal inventory related to my storefront, or any plan to purchase and add inventory to my storefront. I made this request for an invoice in November 2023 and have consistently asked for one. I can only assume the invoice provided from Ascend in September 2023 was counterfeit as those products were never made available to me.
>
> Lastly, as related to Ascend breach of contract relating to handling customer service. Amazon has strict customer service guidelines, which Ascend has continually failed to live up to. In the latest issue, my store received a chargeback request from a customer that never received a table in November. To-date I have audited my store and roughly 20 orders out of the 210 or so were never delivered. That is 10% of total orders. Ascend's claim order issues have always been a carrier issue is contrary to facts. UPS is not that bad as a carrier and would be out of business with business practices like that. Also, ascend never contacted any of my customers proactively to resolve. They only contacted two customers and that was after negative reviews. Now my store is at risk of deactivation again due to this chargeback and gross negligence on the part of Ascend. A completely avoidable situation if customers who never received product were contacted by ascend and refunded.

With these breaches, I will be terminating my relationship with Ascend. I still hope to be able to part ways amicably, so I am asking for a partial return of my initial investment of $30K. If we can come to an agreement on a partial refund of the $30K, I will not pursue reporting these concerns to the Amazon Seller team. If we can't, as an Amazon employee I am under a code of ethics to report any possible violations of Amazon's T&Cs. Amazon can conduct its only investigation and come to its own conclusion.

Castle Creek, LLC
Jason Winsor

On Tue, Jan 9, 2024 at 11:30 AM Jason <[redacted]@gmail.com> wrote:

> Dear Ascend,
>
> I hope this message finds you well. I am writing to bring to your attention several concerning breaches of Castle Creek, LLC's service agreement with Ascend CapVentures Inc.
>
> Amazon Store Deactivation (9/21/23): On September 21, 2023, my Amazon seller store was deactivated and Ascend made no attempt to let me know of this deactivation. I received notice from Amazon and despite immediately notifying Ascend from my end, there was a lack of acknowledgement for several days, forcing me to directly engage with Amazon to reactivate the store.
>
> Breach: This incident directly contradicts the clause in our agreement, which stipulates that Ascend will handle all duties to reinstate the store in the event of suspension.
>
> Inventory Payment and Product Upload (Since 9/15/23): Castle Creek LLC paid an invoice sent by Ascend for products on September 15, 2023. However, since that date, Ascend has not uploaded the products to Castle Creek's Amazon store - a few thousand in alternative products have been added. Castle Creek has repeatedly requested a status update on the $20,000 spent on products in September, either with an invoice or a detailed plan for purchase and upload. No such notification has been provided. It's important to clarify that Ascend has spent a few thousand dollars on inventory, as indicated in the sold inventory on Castle Creek's Amazon store. My request is for a refund of the net inventory amount.
>
> Breach: Ascend breached the agreement by not uploading the product or alternative product despite Castle Creek's payment of the invoice. Additionally, Ascend failed to provide adequate communication regarding the status of the $20,000 spent on products.
> Contractual Violation: The agreement outlines the Manager's responsibility to handle product research, listing, and fulfilling orders, and Ascend's failure to upload product and communicate violates these terms.
> Undelivered Orders (December 2023): During the first 7 days of December 2023, approximately 10-15 orders were not delivered to customers. Jason from Castle Creek proactively communicated with Ascend to resolve this issue, but to date, these orders remain undelivered. Customers received no communication from Ascend on behalf of Castle Creek regarding the problem. Two instances resulted in negative customer reviews, and while Ascend emailed those customers, others were not notified of the delivery issue.

Customers are continually contacting Amazon for chargeback or refunds. They have received no proactive communication from the store team.

Breach: Ascend breached the agreement by failing to deliver 10-15 orders during the first 7 days of December 2023. Additionally, Ascend did not adequately communicate the issue to customers.
Contractual Violation: The Manager is responsible for handling customer service, order fulfillment, and addressing issues concerning the Amazon.com seller account, which includes notifying customers about delivery issues.

Considering these breaches, we believe Ascend CapVentures Inc. has not fulfilled its obligations under the service agreement, leading to financial losses and damage to our business reputation. In light of these circumstances, we kindly request a refund of the net inventory cost, which includes the $20,000 spent on inventory, and the initial fee of $30,000, as specified in our agreement and part ways amicably.

I understand the importance of resolving these matters amicably and are open to engaging in discussions to find a fair and mutually beneficial solution. I expect a resolution by January 12, 2024. If these concerns are not adequately addressed, Castle Creek LLC will have no choice but to notify Amazon (as this store is coded as an Amazon employee store) of concerns of fraudulent behavior based upon Castle Creek's own experience. Additionally, I will proceed with a chargeback of $20,000.

I look forward to your prompt attention to this matter and appreciate your cooperation in rectifying the issues raised.

Thank you for your prompt consideration.

Sincerely,

Jason Winsor

Castle Creek, LLC

--
Client Service Manager

Exhibit 22

DECLARATION OF BLANCA YANEZ

1. My name is Blanca Yanez. I live in Chula Vista, California, and I am over the age of eighteen. The following statements are within my personal knowledge.

2. In February 2023, I was looking for ways to diversify my investments, specifically via passive income opportunities. While searching online, I received ads for Ascend Ecom along with other "Amazon automation" companies and passive income opportunities. I was impressed by Ascend's marketing, which was very extensive. They had videos and podcasts on different platforms. It looked like the most legitimate of the companies that I had introductory calls with.

3. Ascend Ecom's marketing materials boasted their extensive research on products as well as the several AI tools and software they utilized to find profitable products that would sell on Amazon, which made a positive impression on me.

4. One Instagram post said: "First 5 figure profit month for this client. We get our clients there in under 6 months." **Attachment A** is a true and accurate copy of that Instagram post and other posts that I looked at on Ascend's Instagram. The images in Attachment A are taken from a video I made of Instagram. Ascend representatives told me to check out reviews on Trust Pilot, and the majority of the reviews I saw were positive. **Attachment B** contains true and accurate images of some of the reviews I saw on Trust Pilot. Long after I signed up with Ascend, I realized that the language in the reviews is very similar and the reviews are probably fake.

5. I saw a video of Will Basta promoting Ascend on Instagram. I made a copy of the video and gave it to the FTC. **Attachment C** contains true and accurate screenshots from the video. The video strongly influenced my decision to join Ascend, especially because of the research, artificial intelligence, and software that Will Basta said Ascend developed.

6. I set up a call with Ascend's sales representative, Brandon Harris, for February 22, 2023. This is a list of some of the things Brandon told me during that call and another call on February 26:

- Ascend has 400 employees, everything is in-house, Ascend does not outsource labor;
- Brandon recommended the Hybrid Premium Package ($65,000) with 70/30 split (70% for me and 30% for Ascend). On average, customers got 20-25 percent return on their investment on inventory;
- I needed a $30,000 credit line available for inventory. I could pay off the credit lines when Amazon paid me. I would also pay the profit split out of what Amazon sent me;
- My time investment would be five percent of what it took to run an Amazon store. The Ascend team would put in the rest of the effort.
- I will have a store manager who will take care of everything to ensure my store runs correctly, and also communicate with me about the store's performance;
- Going with Ascend is more cost-effective long term, compared to other companies;
- If I pay $65,000 and I don't get that back in 36 months, I would get a refund of the difference between what they make me and $65,000;
- The higher the credit line to purchase inventory, the more room there is for growth.

7. During the sales process, Brandon showed me a sales deck with a lot of information about Ascend. **Attachment D** is a true and accurate copy of the sales deck. This presentation was very persuasive to me and strongly influenced my decision to join Ascend. I was impressed that Ascend said it had "proprietary

software and algorithms for pricing, product sourcing and store management" and that there was a "36-month money back guarantee on all stores" (page 5). I was also impressed by the revenue goals and two year timeline. Brandon also told me that he had a store through Ascend and that it was successful.

8. In late February, I saw a comment on one of Ascend's YouTube videos by a current customer named Tyrell, highly recommending Ascend. I went to Tyrell's YouTube profile and sent him an email saying I saw the comment and would like to talk. He agreed, and I called. We spoke on the phone for a short time. Tyrell told me he was a current client, was making money with Ascend, and was happy with Ascend.

9. Throughout the month of March 2023, Brandon was very persistent. He followed up via text multiple times throughout the month of March. I told him at least once that I was busy and hadn't decided yet, but he kept texting me.

10. On April 9, 2023, I asked Brandon how his store was going and he informed me that he is "a happy clam LOL." On April 20, 2023, I had a call with him and he showed me what he called a "proforma" sheet with projected profit margins of what I can expect if I join Ascend. **Attachment E** is a true and accurate copy of the proforma sheet.

11. The chart in the proforma sheet shows what Brandon told me. The orange bar is total sales; yellow shows the percentage that Ascend would make; and the green bar shows my expected profit. Brandon showed me that I would make around $47,000 within the first year with the Hybrid Premium package (70/30 profit split). He said I will probably make even more if I get a higher-priced package with more perks and reinvest my profits.

12. I did not receive any document from Ascend with information to support or substantiate the earning and profit claims contained in the proforma sheet. I also did not receive any document supporting the other earning claims Brandon made to me over the phone, or the statements in Ascend's ads and videos.

I also never received a document from Ascend telling me whether Ascend Ecom or Ascend Capventures have been subject to legal action, or a list of consumers who purchased Ascend's services in the past three years. I specifically asked Brandon to connect me with other customers, but he just said to look at reviews on Trust Pilot. I also asked Brandon what percentage of Ascend's clients were succeeding, and he said they had around a 95% success rate. He added that those who do not succeed do not follow their rules or procedures, such as clients who do "drop shipping." I asked Brandon to share his screen to show me his Amazon store account, but he never did. I later learned that Ascend was actually doing dropshipping.

13. On about April 24, 2023, Brandon told me that most people see their initial investment returned back in net profits within two years. He said for most people it was "within 14 months pretty consistently."

14. On about April 25, 2023, I messaged Brandon that I was speaking with my financial advisor and may need more time to decide, given his persistence. Brandon informed me that any "end of month" sales specials will only be given to me if I sign up before the end of the month. I asked what the specials were and he said he would take $5,000 off my package and throw in a free Walmart store.

15. I was intrigued by the offer and reconsidered the timeline. I asked if the Walmart store had similar profit projections to the Amazon store profit projections he showed me via the proforma sheet. He said yes, but that the store will take a bit longer to set up than the Amazon store. I then asked if I would definitely see my $60,000 back within the first year and maybe even more with the Walmart store. Brandon said yes, I would.

16. On April 28, 2023, Brandon texted me to make sure I signed the contracts before the weekend. I mentioned that I was at work and could get it done by the end of the workday.

17. Later on, before signing, I noticed that Ascend had two websites, "Ascend Ecom" and "Ascend Capventures," which I had not noticed before. I

asked Brandon about this before signing my contracts. He said the company rebranded from Ascend Ecom to Ascend Capventures because in the coming years they were going to offer more than e-commerce, and they were going to branch out into real estate. He followed by asking, "Now this isn't putting things on hold is it?" which made me feel uneasy pressure from him. But because I had been talking to him for three months at that point, had seen reviews and marketing materials, and felt like I wasn't going to find additional information, I decided to proceed with signing up. This declaration refers to Ascend Ecom and Ascend Capventures as "Ascend." I thought Ascend Ecom was part of Ascend Capventures.

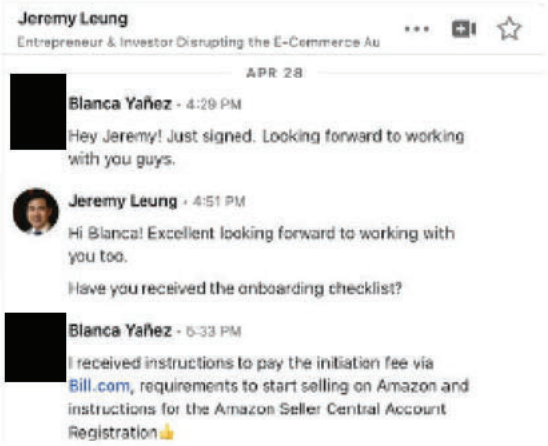
18. I liked that Ascend had a money-back guarantee. I understood that if I didn't make my investment back ($60,000) within 36 months, they would refund me the difference between $60,000 and what I had made in net profits from my store.

19. I mentioned to Brandon that my financial advisor was wondering what the profit projections are based off of and how did Will Basta create the proforma sheet? I also asked him what the success rate is with current clients (something I had asked before but wanted to get in writing). Brandon said that Will created the proforma from current client average performances. He said there's a 95% success rate of people who did not breach their agreement and made their money back by the end of their term, with 5% failing because they did something they weren't supposed to do. He said the return on investment (ROI) is shorter than 36 months for clients that have higher packages (like me). He said that the perks and add-ons that I have in my package aren't included in the proforma (e.g. private label), so I should be making even more. **Attachment F** contains true and accurate images of text messages excerpted from a Slack string between Brandon and me through April 28, 2023.

20. During our conversations, I also found out that Brandon used to work for the same company that my stepbrother works for, which created some level of trust.

21. I signed two contracts on April 28, 2023 –one for an Amazon store and one for a Walmart store. **Attachment G** is a true and accurate copy of the contract for the Amazon store and **Attachment H** is a true and accurate copy of the contract for the Walmart store.

22. The same day, April 28, 2023, I messaged Jeremy Leung on LinkedIn and said I was excited about working with Ascend. He messaged back about 20 minutes later, saying "Excellent looking forward to working with you too." I was pleased that one of the owners was getting back to me directly and it helped establish my feelings of trust in Ascend. I took a screenshot of the message thread with Jeremy Leung. Below (and included in Attachment I) is a true and accurate copy of the screenshot of the message thread:



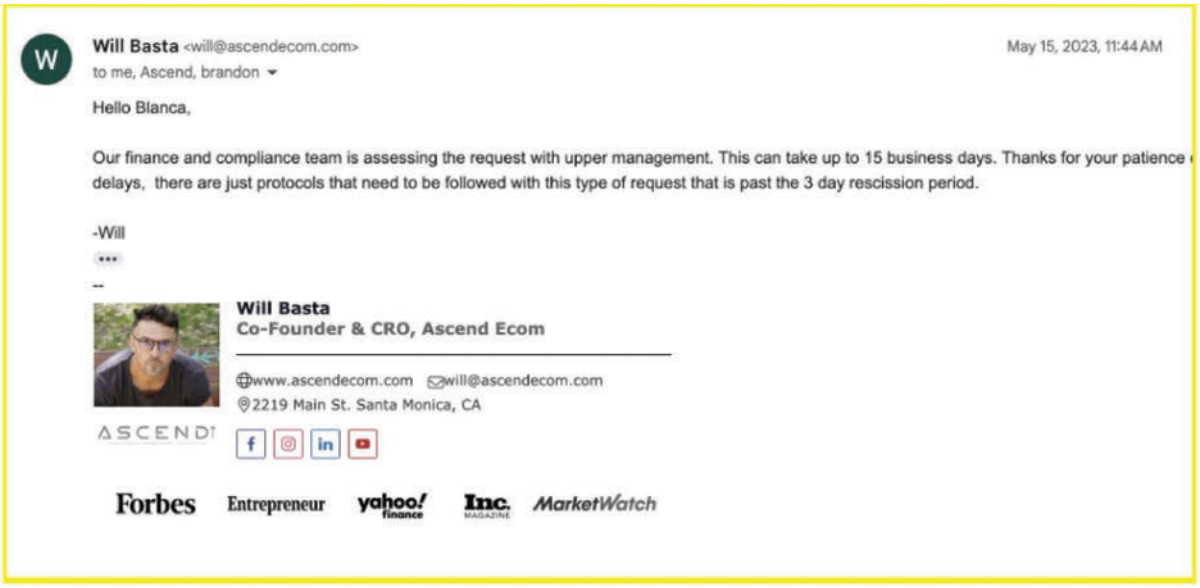
23. On April 29, 2023, I exchanged messages again with Jeremy Leung about getting set up to start selling. He messaged me: "Excellent. Pls let team know what your first wholesale purchase is[.] One month lead time." **Attachment I** is a true and accurate copy of the messages I exchanged with Jeremy Leung on April 28 and 29, 2023.

24. On May 1, 2023, I sent a payment of $60,000 to Ascend CapVentures Inc. for the Hybrid Premium Package and a Walmart store. I sent the money via a wire on Bill.com. A true and accurate copy of the email confirmation I received from Bill.com confirming the payment is included as part of **Attachment J**. After I paid, I messaged Brandon asking what my next step should be. He was unresponsive compared to the three months of communication with him, which made me reconsider my investment.

25. I realized the investment was above my risk tolerance. On May 3, 2023, two days after wiring the money over and before it even hit their account, I texted Brandon asking if he's busy as I needed to hop on a call with him to discuss this, but I lost cellular signal since I had to cross into Mexico. When I returned later that night, I messaged Jeremy Leung via LinkedIn letting him know that the package I chose now exceeds my risk tolerance and I asked if I could get a refund. The following morning, I sent a formal email letting Ascend know that I'll need to cancel the service given my circumstance. In a phone conversation on May 4, I told Brandon that I need to cancel the service or downgrade the package that I chose. Brandon said he had let upper management know and had not heard back from them yet. Despite numerous follow-ups from me, it took about a month for them to get back to me with a decision, then they denied the refund. I expressed my discouragement and disappointment in the delay and lack of communication considering the situation, let alone the professional and "excellent" service that was advertised to get me to sign up.

26. I found an email address for Will Basta, co-founder of the company, and copied him on the refund request email, since I had not heard from anyone in 10 days. Will Basta replied on May 15, 2023, saying that the decision is up to "upper management" and would take 15 business days to decide. I was confused because I thought Will Basta was the Chief Revenue Officer and was therefore

"upper management." This is an image of the email I received, which is also in Attachment K:



27. I emailed Will Basta again and asked if there was anything else I could do. Will Basta responded on May 20. He said in an email that the refund decision was in "shareholders' hands," not his. On May 22, I responded with an email saying that I messaged Jeremy on May 3, after wiring the money on May 1, which fell within the three-day rescission period in the contract.

28. On May 30, I received an email from someone named Julie Fabio saying that their investors denied my refund. **Attachment K** is a true and accurate copy of emails between me and Ascend through June 15, 2023.

29. I realized I was stuck with going forward with Ascend. In June 2023, I set up an LLC called Yamazon LLC. I applied for a line of credit. In about early July, I set up an Amazon seller account. The name of my store was Aether Goods. The email address I used was yamazonllc@gmail.com.

30. I signed an Inventory Buyback Agreement with Ascend on June 27, 2023. Will Basta signed for Ascend Capventures. I understood the agreement to guarantee that if my inventory did not sell within 90 days of being listed for sale, I could get a refund from Ascend for the difference between what I spent and what I

earned in sales. **Attachment L** is a true and accurate copy of the signed Inventory Buyback Agreement. **Attachment M** is a true and accurate copy of emails with Ascend about the buyback agreement and other issues.

31. On July 5, 2023, I was supposed to have an onboarding call with my store manager, Michaela. Michaela did not show up for the call. **Attachment N** is a true and accurate image of the Slack communications I had with an Ascend representative named Carla about this. When we eventually did have a call, Michaela gave me a lot of contradictory information, including that I would see sales within 20 days of paying my first invoice.

32. On or about July 20, I expressed my concern over a product (Chinet paper plates) that was going to be listed for sale on my store. Ascend had told me it would be listed for a certain price. When I checked on Amazon, I saw that the same product was selling for about half the price of what Ascend was going to sell it for on my store. I realized the product would never sell at the price Ascend proposed. I realized that their product research was not what they had advertised. I reached out to Brandon about that and he said he would contact the team about it. **Attachment O** contains true and accurate copies of communications I exchanged with Ascend about the plates.

33. Ascend told me different things about the "lead time" to start sales. After Jeremy Leung told me it was one month (Attachment I), Carla told me on June 30, 2023 that "A short lead time is 2 weeks and a long lead time is 8 weeks…" A true and accurate copy of this message is attached as **Attachment P**.

34. During my dealings with Ascend, I realized that the salesperson, Brandon Harris, had not told me the truth when he said all Ascend employees were in the United States. I could tell from the time stamp in Slack that my "team" was in other countries. For example, on July 14, 2023, I had a conversation with Abdul Kareem. It was 6:03 PM in California, where I was. The Slack app said it was 7:03 AM for Abdul Kareem. A true and accurate copy of a screenshot I took that shows

this time difference is attached as **Attachment Q**. Some of the Ascend employees I dealt with also did not speak fluent English.

35. During July and August, I tried to get Ascend to answer my questions. On about August 29, I requested a call with someone to answer questions. This type of "strategy call" was included in the Hybrid Premium Plan I purchased.

36. I asked Brandon how to set up a strategy call but got no response. On or about August 31, I got an email from Ascend Support saying they don't do strategy calls. Confused, I sent an email in response, saying strategy calls were part of the package. I also had Slack communications with Ascend about a strategy call. **Attachment R** is a true and accurate copy of a screenshot I took of a message I sent concerning a strategy call.

37. Finally, on about September 8, Ascend set me up on a strategy Zoom call with Skye, who was supposed to be my new account manager. Skye said everything was on track to go into my store.

38. I waited for a while, but eight weeks after I paid for inventory my store had no inventory, and I followed up multiple times with my store's team. Ascend had told me that eight weeks would be the longest "lead time" to get inventory into my store. I sent a lot of messages to my team but I got no concrete answers or updates.

39. I sent a Slack message saying it had been 11 weeks since I paid for inventory, which was three weeks longer than the eight-week maximum it was supposed to take to get inventory into my store. Ascend told me that the products were in transit to the warehouse. **Attachment S** is a true and accurate copy of messages between Ascend and me.

40. On about October 8, 2023, Amazon told me they deactivated my store due to dormancy. I had to go through an account verification process to get my store reactivated, and Amazon reactivated the store on October 10th. **Attachment**

T is a true and accurate copy of the message I got from Amazon and my communications with Ascend about the deactivation.

41. On October 16, 2023, my Amazon store still didn't have any inventory. I sent an email to Ascend, asking for my tracking information. On October 18, I got on a call with Skye. Skye said that Ascend had never received my inventory. She said the manufacturer refunded the inventory cost to Ascend. On October 24, 2023, I received an email from Ascend, saying "Your concern has been raised to the appropriate team," and thanking me for my patience. A true and accurate copy of the emails is attached as **Attachment U**.

42. In late October 2023, Amazon deactivated my store again. It was reactivated after I went through another identity verification process. I exchanged messages about this with Ascend, and they sent me information on some products for my store. **Attachment V** is a true and accurate copy of images from a video capture I made of Slack communications from October 27, 2023 to November 1, 2023.

43. On November 1, 2023, my store had no sales and no inventory. **Attachment W** is a true and accurate copy of a screenshot I took of my Amazon seller account page showing no sales. I emailed Ascend on November 1, requesting a refund because they had breached the agreement I signed with them and they didn't meet the expectations they had set. **Attachment X** is a true and accurate copy of the email and Ascend's response. I also posted a copy of the email to the Slack channel; that message appears in Attachment V.

44. Ascend charged me about $15,000 for inventory, which I paid through Stripe. I disputed the charge through Stripe, because I had not received the inventory I paid for.

45. Ascend denied my refund on November 6, and then a day later, they put three products in my store, worth about $600. Someone messaged me saying there were products in the store. I asked them to send me an invoice since the items

in the store didn't match any of the original products I had paid for. Then they said they saw I had filed a dispute with Stripe so they told me that I could no longer utilize Stripe. They wanted me to withdraw the dispute or wire funds directly. I explained why I disputed the inventory and said they hadn't supplied the inventory I had ordered. I offered to withdraw the dispute if they gave me a date for when all my inventory would be listed in my store. They did not respond, and never gave me a date.

46. My private label never got launched. But after my refund request, they reached out about the private label separately, in a different Slack message. The message asked me to decide which label I want to go with. I told them I was trying to get in touch with Will. Will never got back to me and nothing ever happened with the private label.

47. My Walmart store was never set up.

48. Throughout my experience, the Slack employee profiles that Ascend used would change. The name and picture would change on the same channel. I also think they were using overseas contractors, which I could tell from the time stamps on messages and also because many of the people I communicated with seemed to speak limited English. This goes against what Brandon told me about not outsourcing their workers, which was one of the reasons I signed up with Ascend.

49. In about November 2023, I stopped responding to Slack messages from Ascend. It was obvious that there would be no change.

50. I come from a humble, first-generation family. My parents immigrated from Mexico to the United States to provide me with better opportunities. I've worked hard to get to where I am, worked late nights, have put in tremendous effort and shed countless tears to save the $60,000 I paid for Ascend's service.

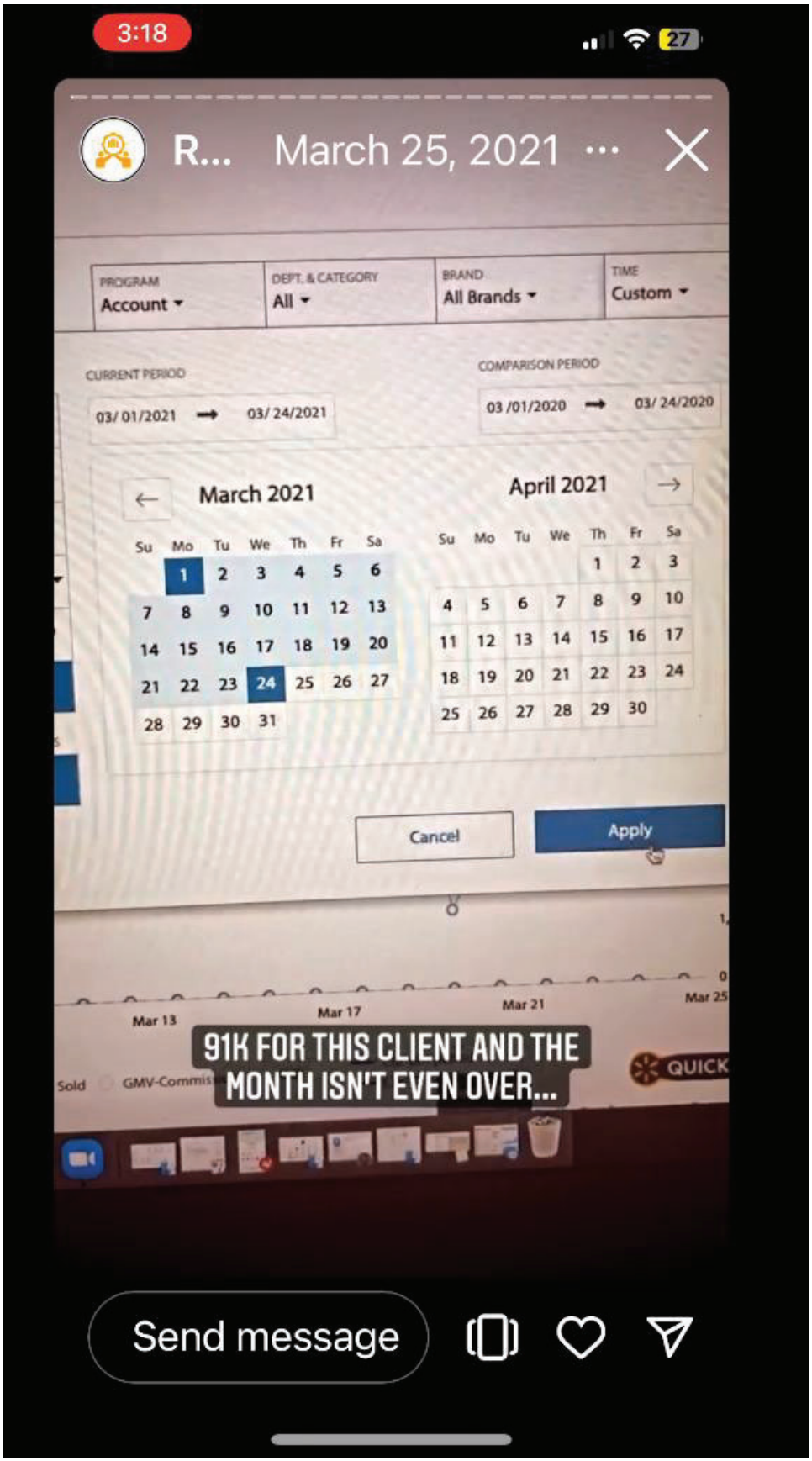
51. I lost about $60,000 by paying for Ascend's service. This was all my savings.

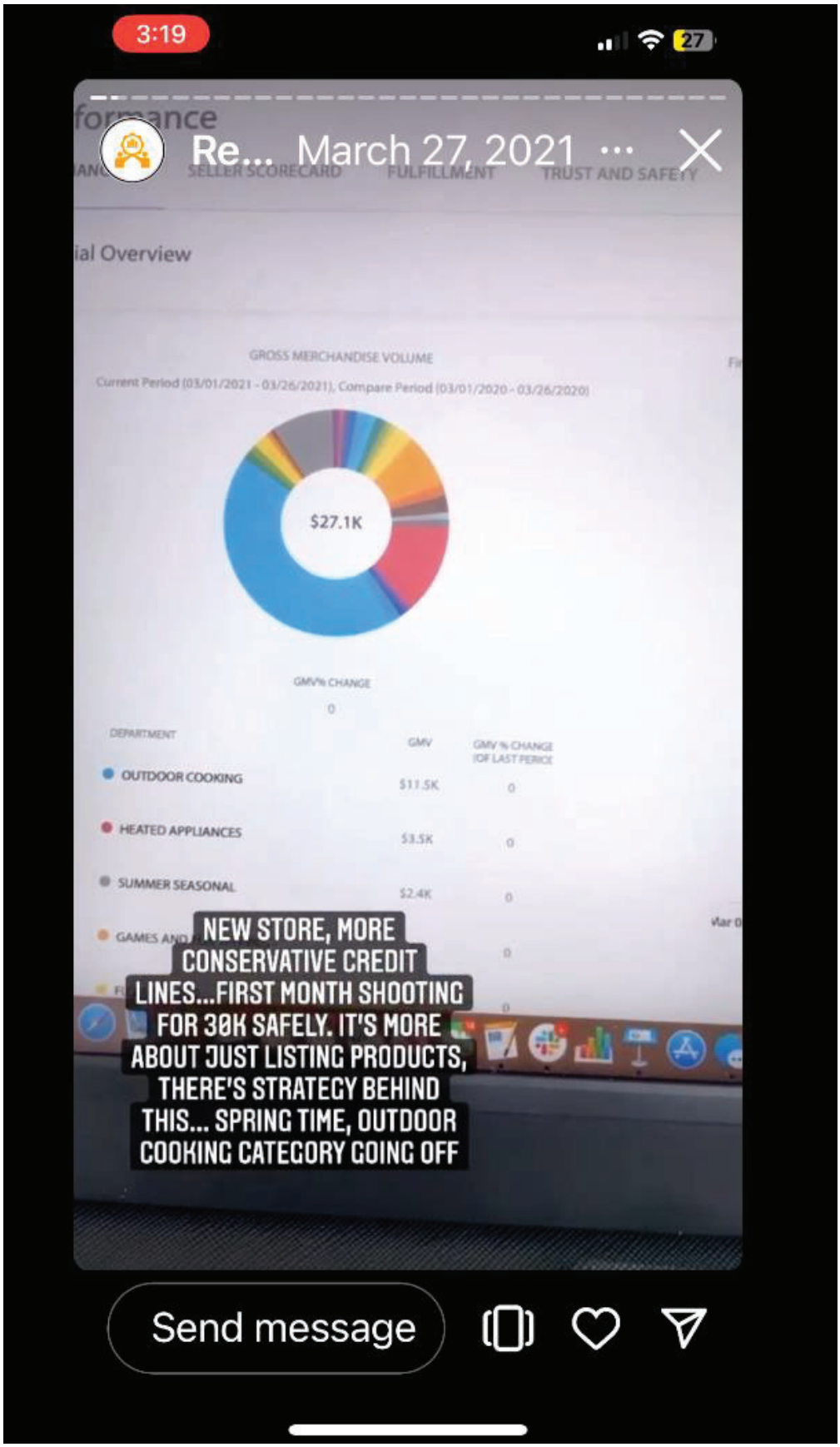
I declare under penalty of perjury that the foregoing is true and correct.

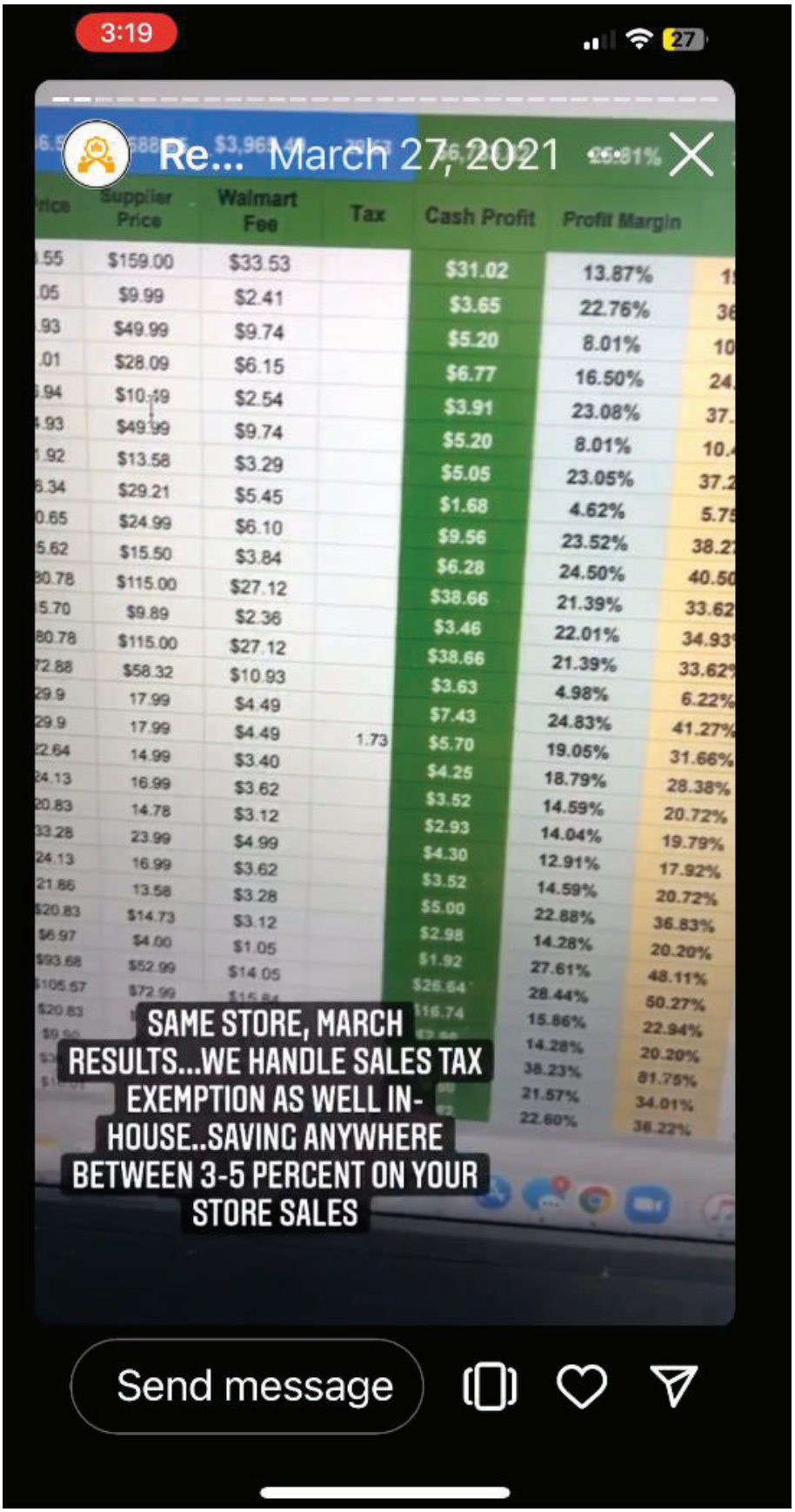
Executed on 6/25/24, 2024 at Chula Vista, California.

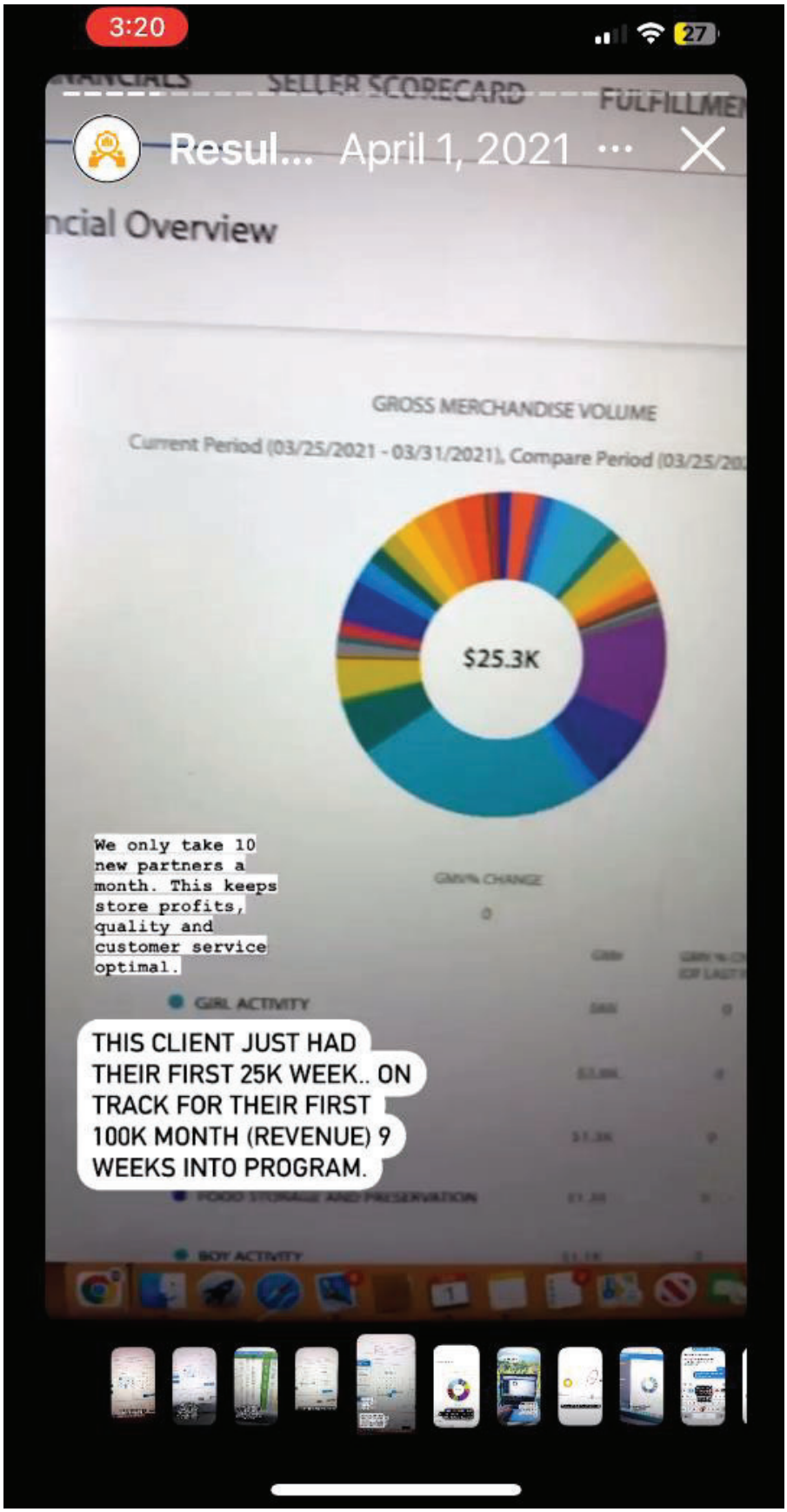
Blanca Yanez

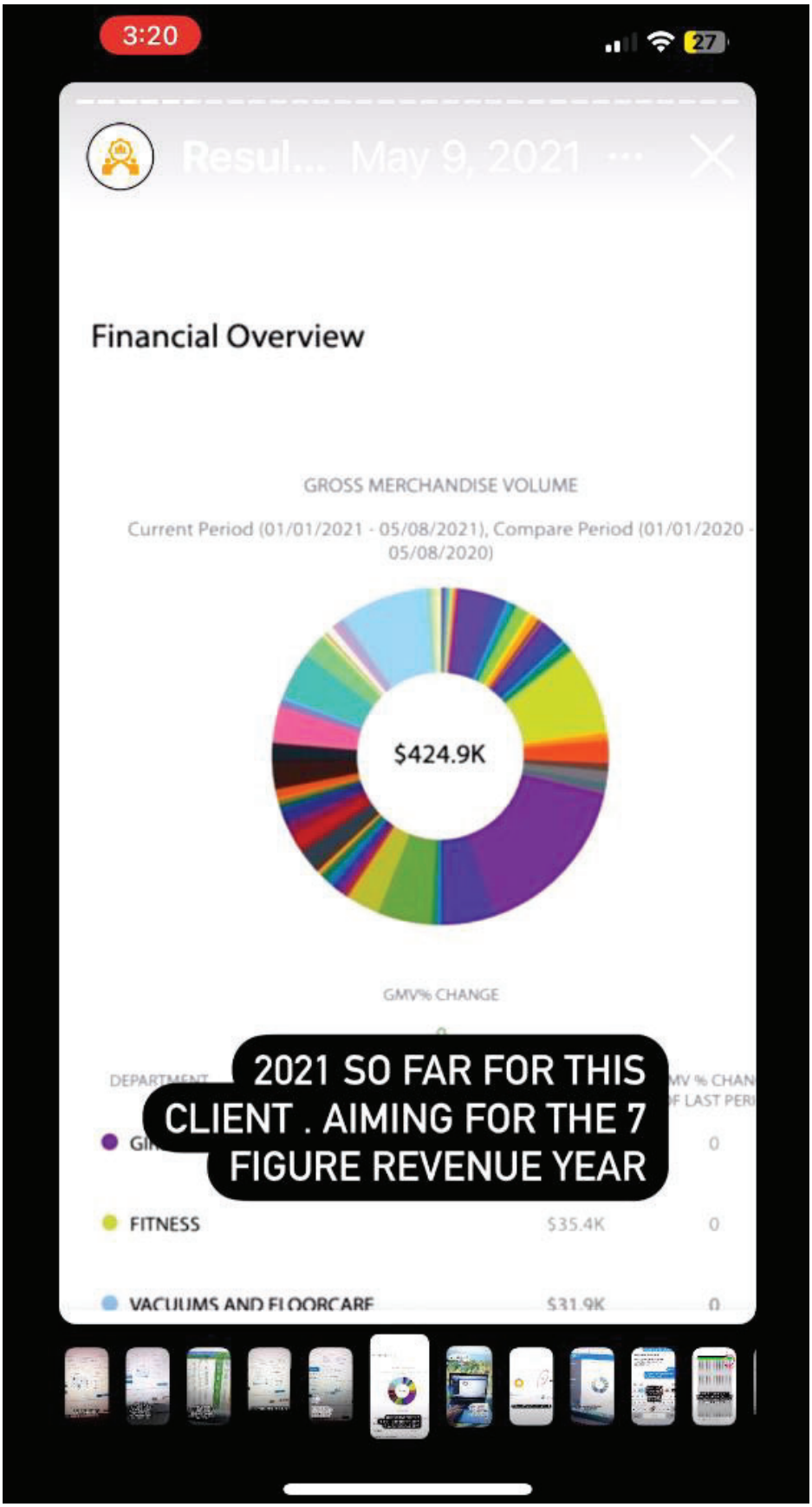
Attachment A

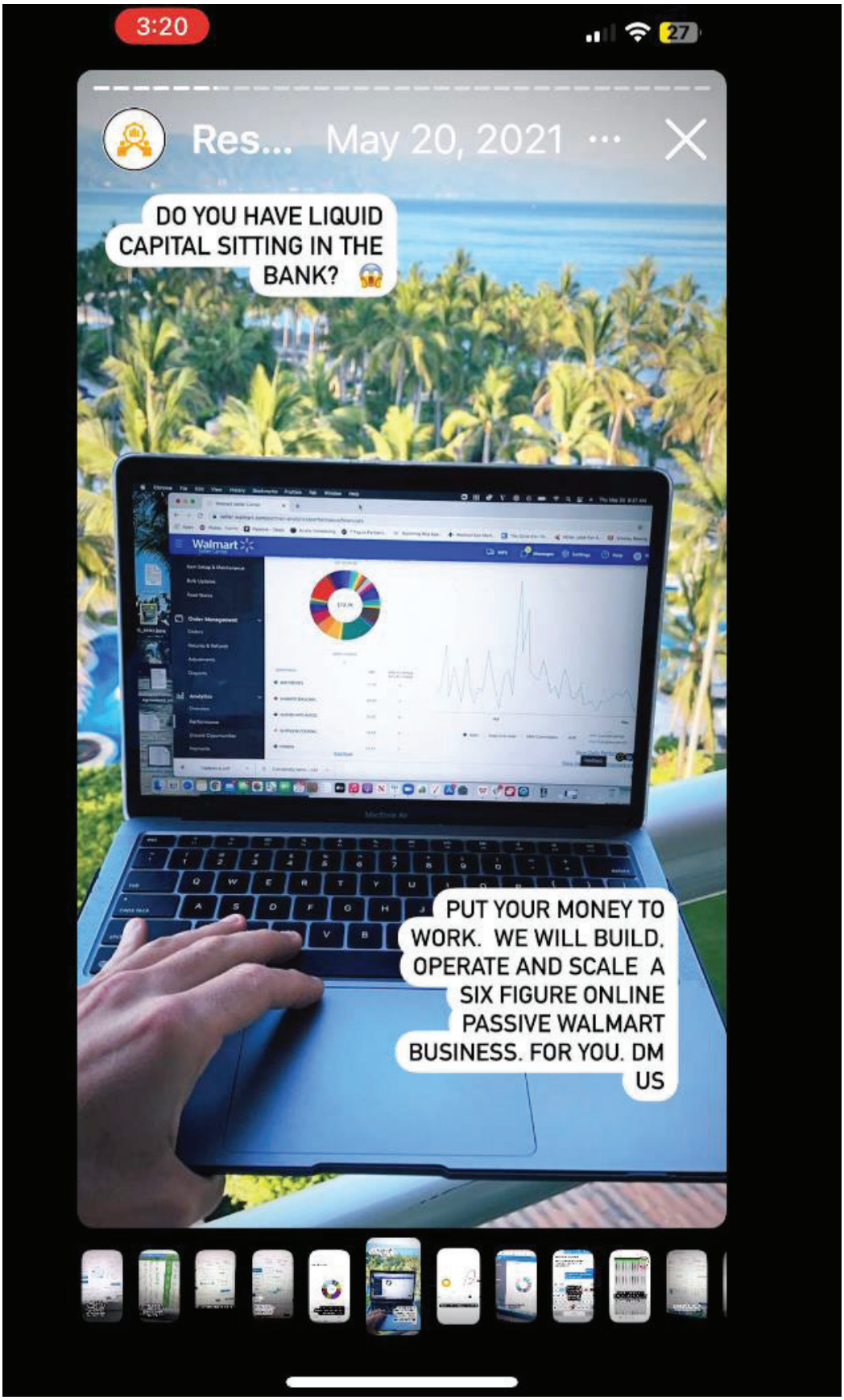

3:18
R... March 25, 2021
PROGRAM
Account
DEPT. & CATEGORY
All
BRAND
All Brands
TIME
Custom
CURRENT PERIOD
03/ 01/2021
03/ 24/2021
COMPARISON PERIOD
03 /01/2020
03/ 24/2020
March 2021
April 2021
Cancel
Apply
Mar 13
Mar 17
Mar 21
Mar 25
91K FOR THIS CLIENT AND THE MONTH ISN'T EVEN OVER...
Send message

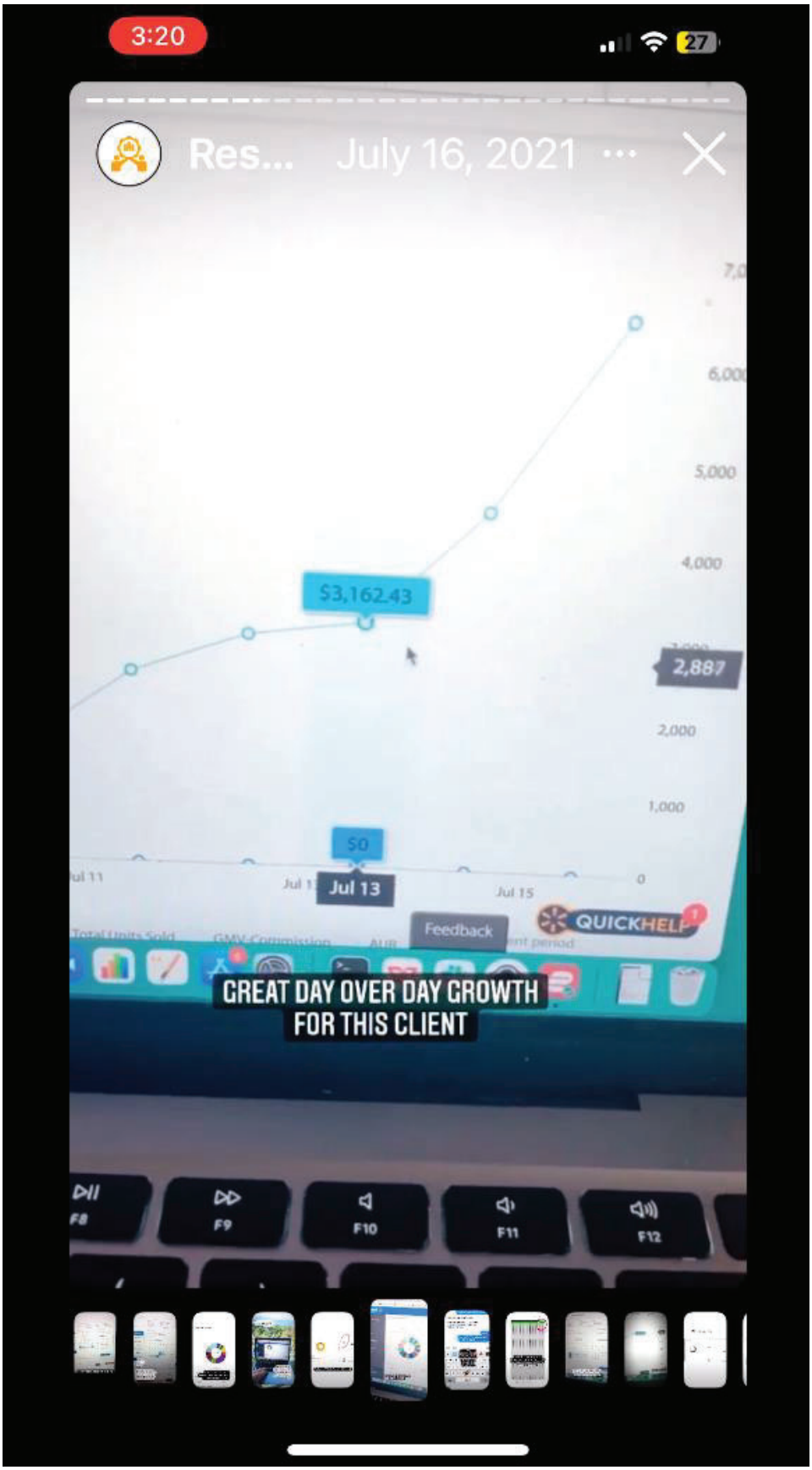

3:19
Re... March 27, 2021
GROSS MERCHANDISE VOLUME
$27.1K
DEPARTMENT
GMV
OUTDOOR COOKING
$11.5K
HEATED APPLIANCES
$3.5K
SUMMER SEASONAL
$2.4K
NEW STORE, MORE CONSERVATIVE CREDIT LINES...FIRST MONTH SHOOTING FOR 30K SAFELY. IT'S MORE ABOUT JUST LISTING PRODUCTS, THERE'S STRATEGY BEHIND THIS... SPRING TIME, OUTDOOR COOKING CATEGORY GOING OFF
Send message

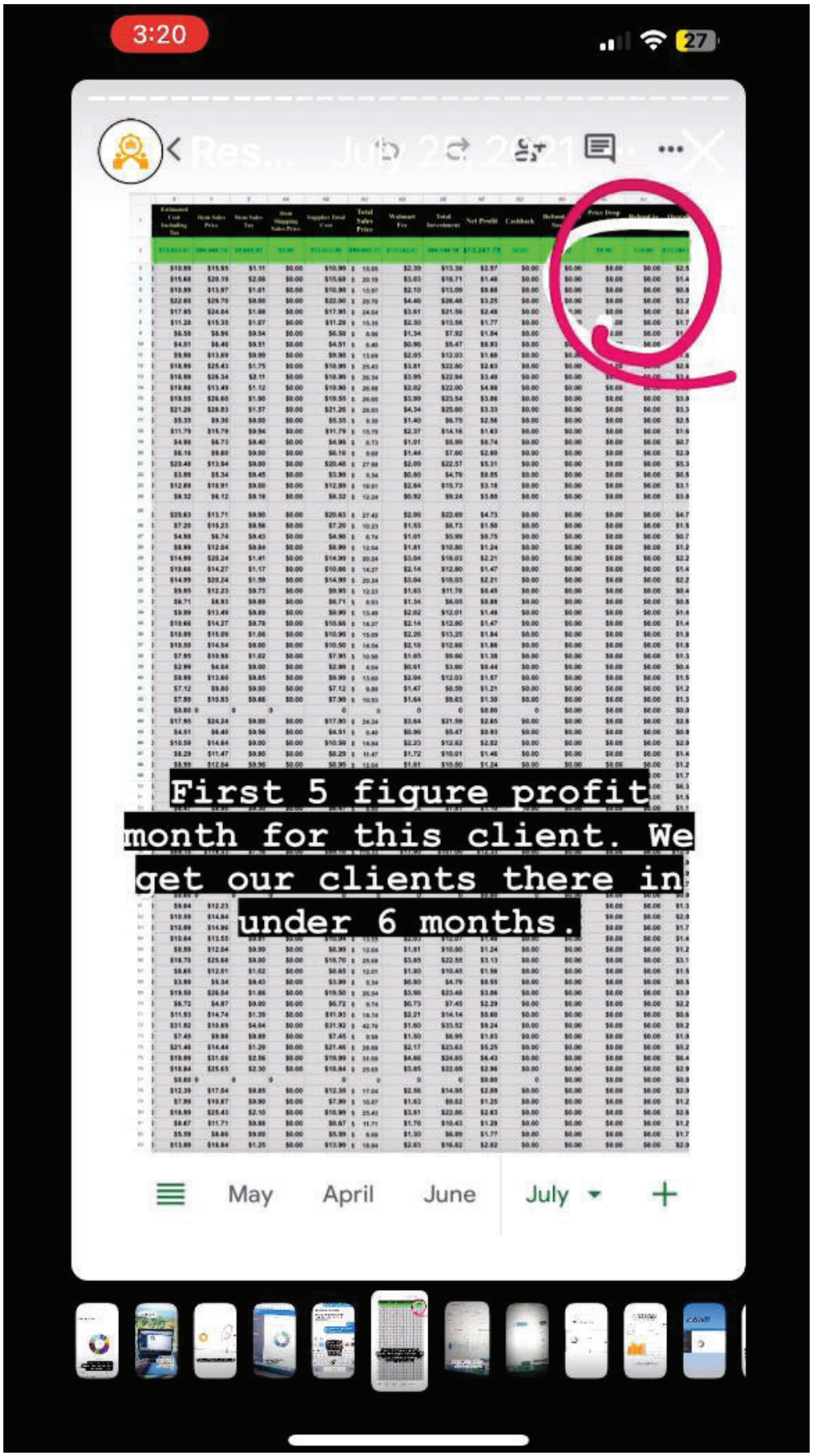

3:19
Re... March 27, 2021
Supplier Price
Walmart Fee
Tax
Cash Profit
Profit Margin
$159.00 $33.53 $31.02 13.87%
$9.99 $2.41 $3.65 22.76%
$49.99 $9.74 $5.20 8.01%
$28.09 $6.15 $6.77 16.50%
$10.49 $2.54 $3.91 23.08%
$49.99 $9.74 $5.20 8.01%
$13.58 $3.29 $5.05 23.05%
$29.21 $5.45 $1.68 4.62%
$24.99 $6.10 $9.56 23.52%
$15.50 $3.84 $6.28 24.50%
$115.00 $27.12 $38.66 21.39%
$9.89 $2.36 $3.46 22.01%
$115.00 $27.12 $38.66 21.39%
$58.32 $10.93 $3.63 4.98%
17.99 $4.49 $7.43 24.83%
17.99 $4.49 1.73 $5.70 19.05%
14.99 $3.40 $4.25 18.79%
16.99 $3.62 $3.52 14.59%
14.78 $3.12 $2.93 14.04%
23.99 $4.99 $4.30 12.91%
16.99 $3.62 $3.52 14.59%
13.58 $3.28 $5.00 22.88%
$14.73 $3.12 $2.98 14.28%
$4.00 $1.05 $1.92 27.61%
$52.99 $14.05 $26.64 28.44%
$72.99 15.86%
14.28%
38.23%
21.57%
22.60%
SAME STORE, MARCH RESULTS...WE HANDLE SALES TAX EXEMPTION AS WELL IN-HOUSE..SAVING ANYWHERE BETWEEN 3-5 PERCENT ON YOUR STORE SALES
Send message

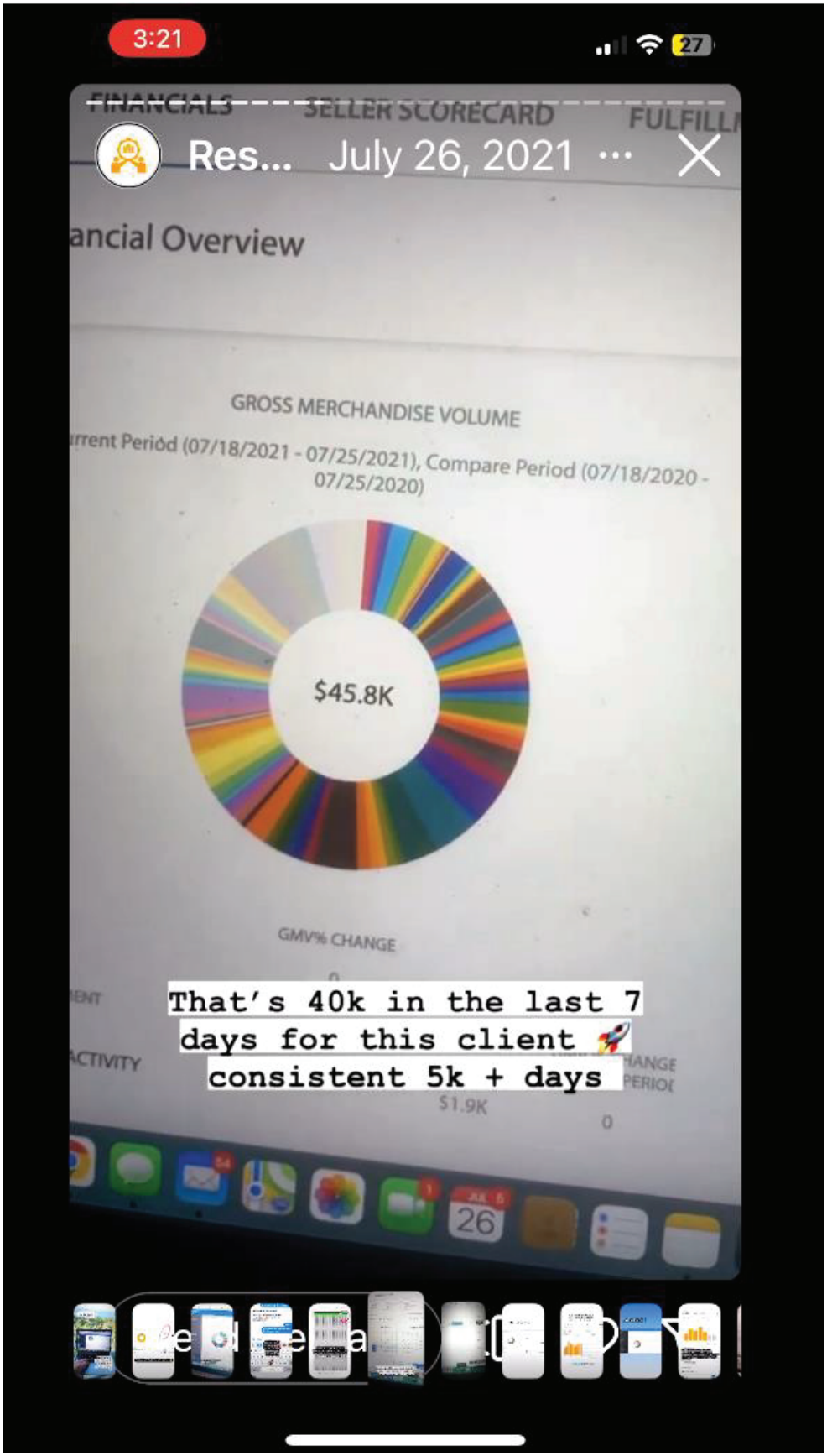

3:20
27
SELLER SCORECARD
Resul... April 1, 2021
ncial Overview
GROSS MERCHANDISE VOLUME
Current Period (03/25/2021 - 03/31/2021), Compare Period (03/25/20
$25.3K
We only take 10 new partners a month. This keeps store profits, quality and customer service optimal.
GIRL ACTIVITY
THIS CLIENT JUST HAD THEIR FIRST 25K WEEK.. ON TRACK FOR THEIR FIRST 100K MONTH (REVENUE) 9 WEEKS INTO PROGRAM.
BOY ACTIVITY

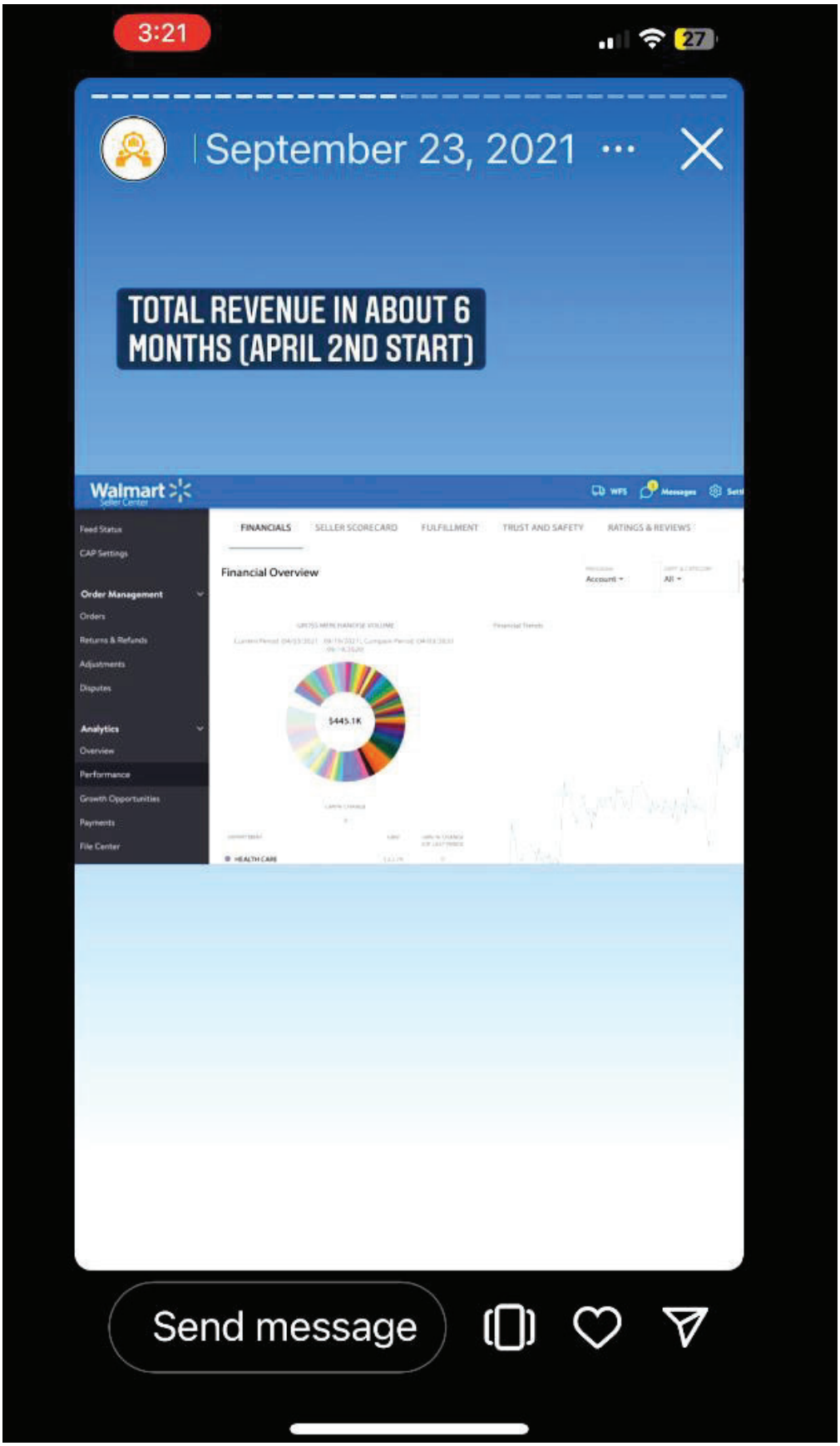

3:20
Resul... May 9, 2021
Financial Overview
GROSS MERCHANDISE VOLUME
Current Period (01/01/2021 - 05/08/2021), Compare Period (01/01/2020 - 05/08/2020)
$424.9K
GMV% CHANGE
2021 SO FAR FOR THIS CLIENT . AIMING FOR THE 7 FIGURE REVENUE YEAR
FITNESS
$35.4K
0
VACUUMS AND FLOORCARE
$31.9K
0

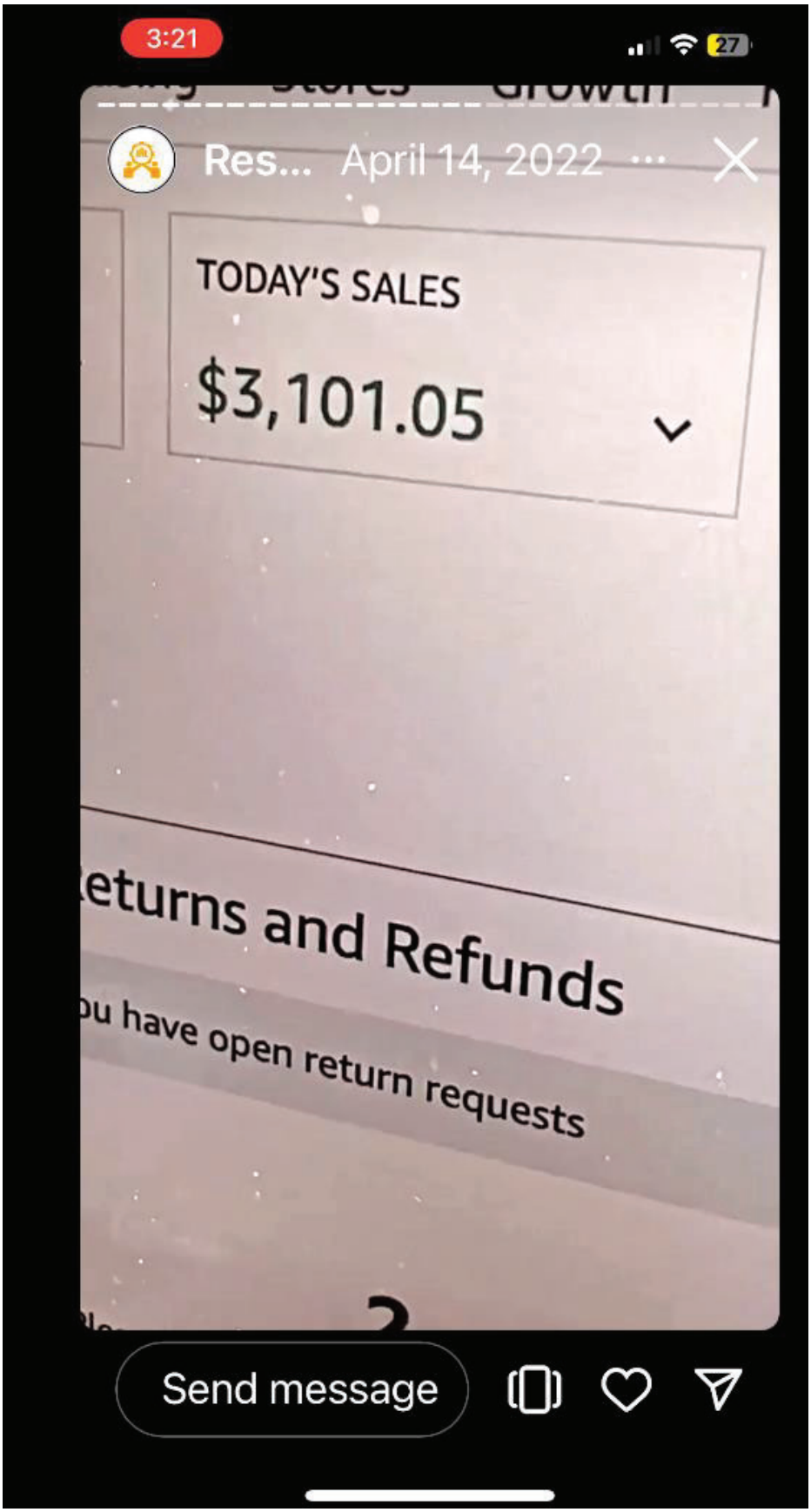

3:20
Res... May 20, 2021
DO YOU HAVE LIQUID CAPITAL SITTING IN THE BANK?
PUT YOUR MONEY TO WORK. WE WILL BUILD, OPERATE AND SCALE A SIX FIGURE ONLINE PASSIVE WALMART BUSINESS. FOR YOU. DM US

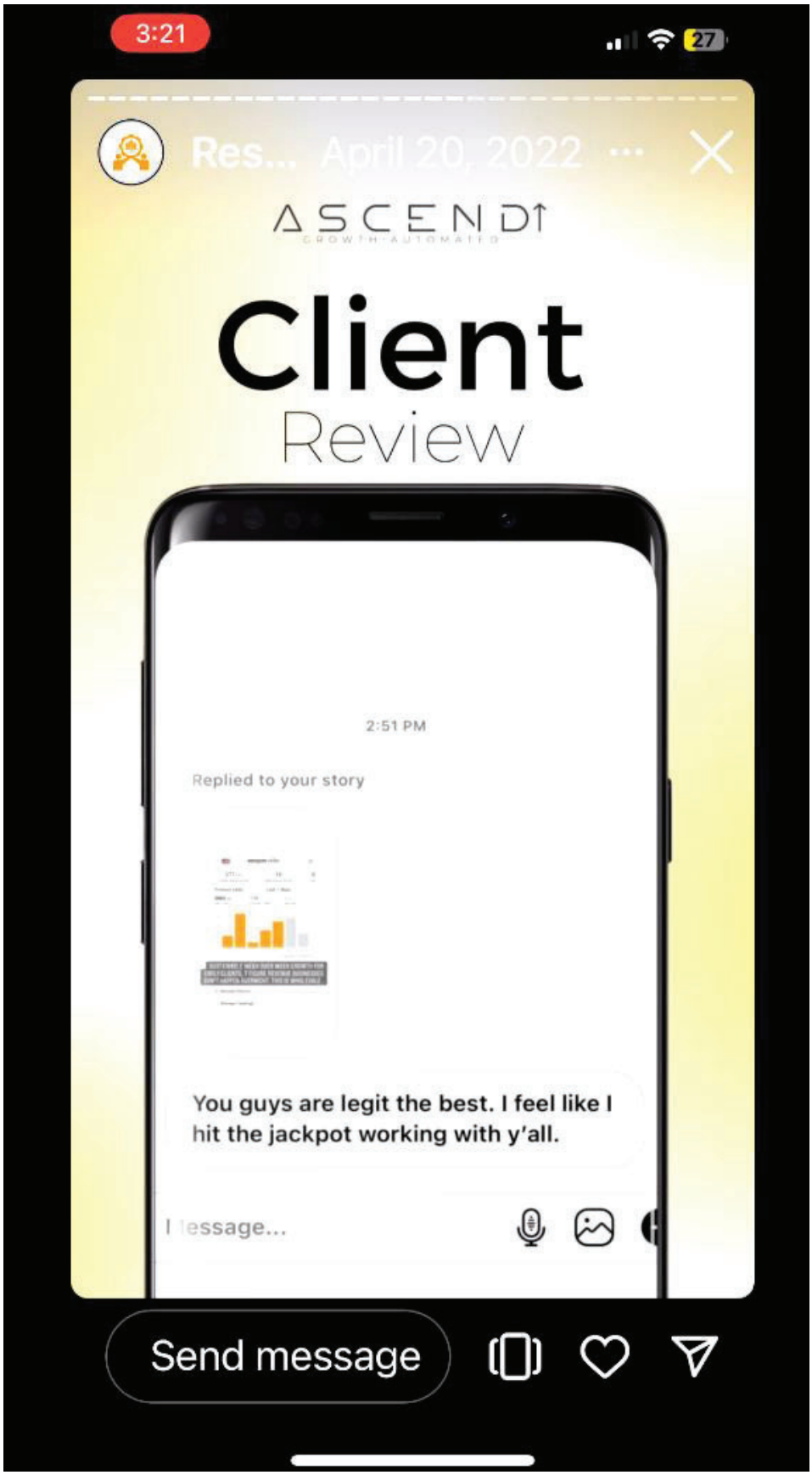

3:20
Res...
July 16, 2021
$3,162.43
2,887
$0
Jul 13
Feedback
QUICKHELP
GREAT DAY OVER DAY GROWTH
FOR THIS CLIENT

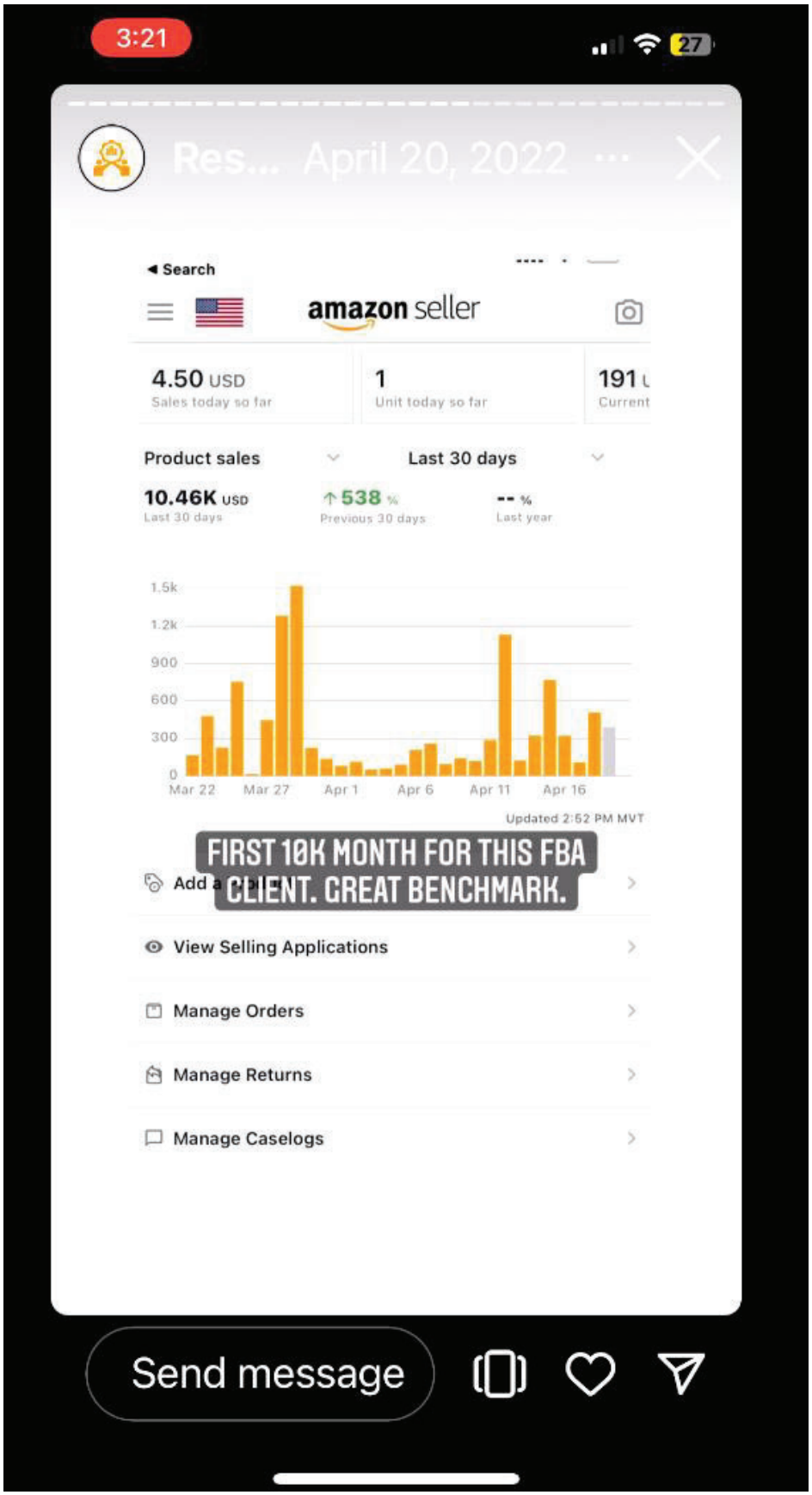

3:20
First 5 figure profit month for this client. We get our clients there in under 6 months.
May
April
June
July

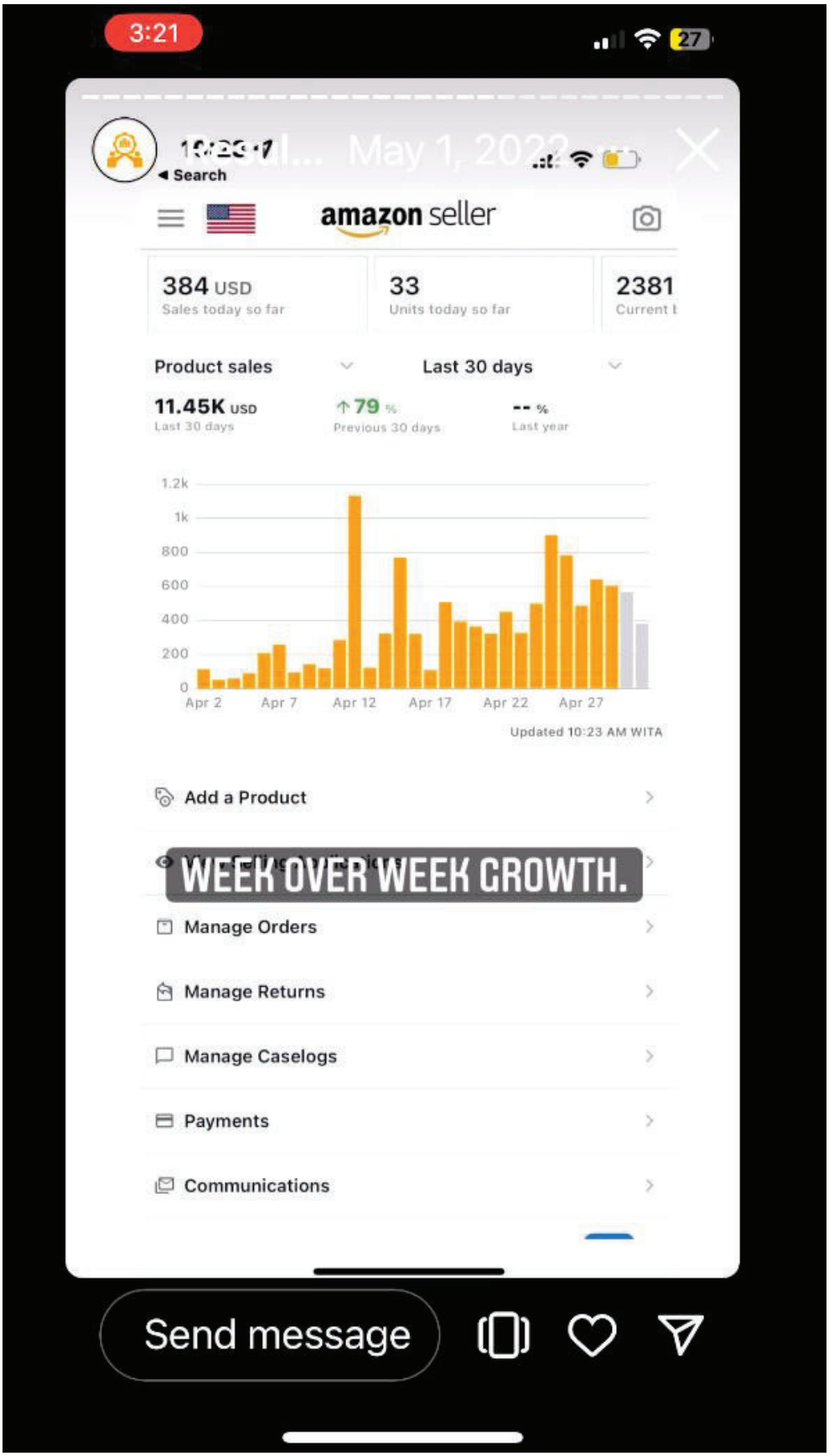

3:21
27
FINANCIALS
SELLER SCORECARD
FULFILL
Res... July 26, 2021
ancial Overview
GROSS MERCHANDISE VOLUME
rrent Period (07/18/2021 - 07/25/2021), Compare Period (07/18/2020 - 07/25/2020)
$45.8K
GMV% CHANGE
That's 40k in the last 7 days for this client 🚀 consistent 5k + days
$1.9K
0
26

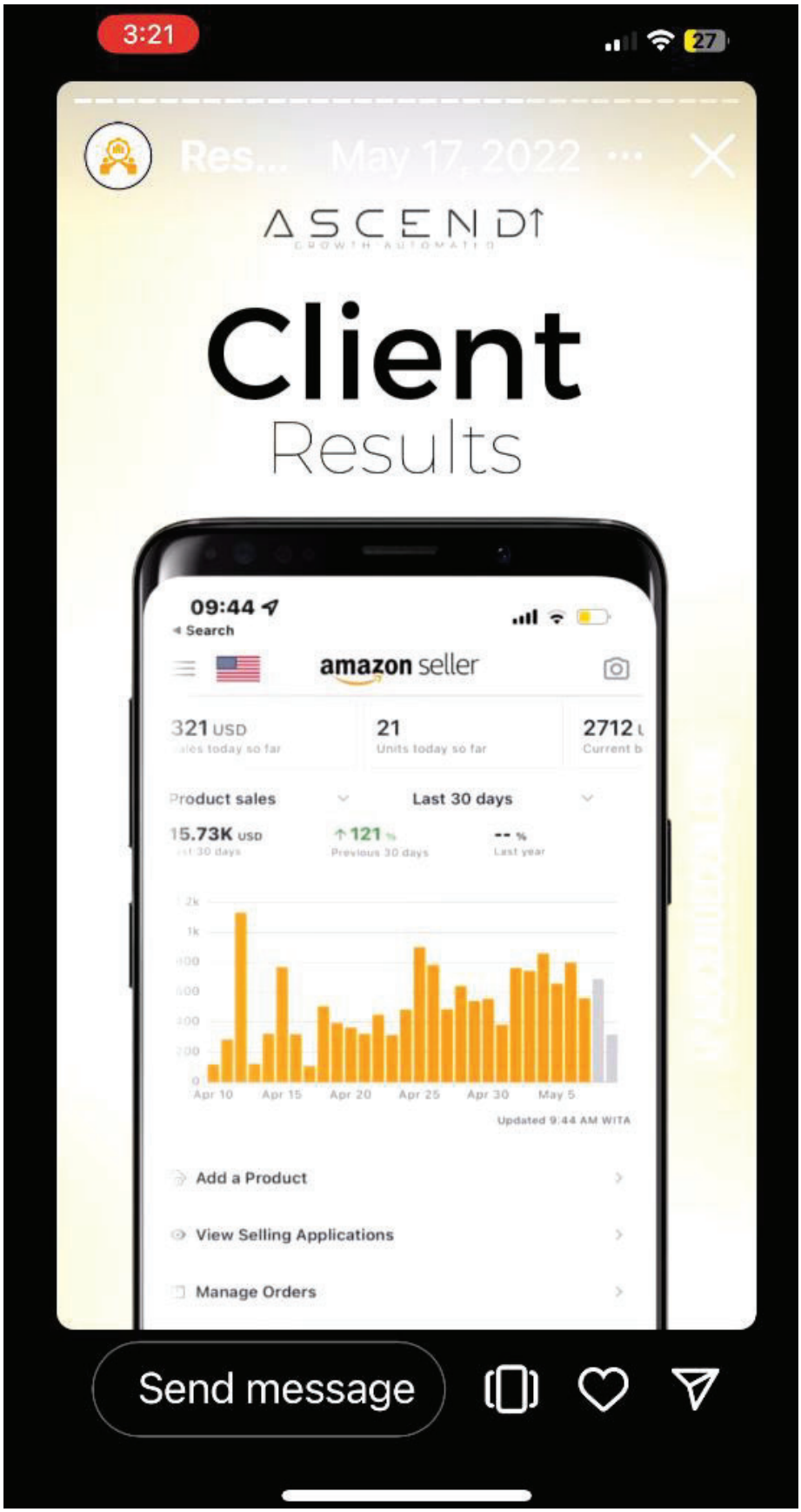

3:21
September 23, 2021
TOTAL REVENUE IN ABOUT 6 MONTHS (APRIL 2ND START)
Walmart
Seller Center
FINANCIALS
SELLER SCORECARD
FULFILLMENT
TRUST AND SAFETY
RATINGS & REVIEWS
Financial Overview
Feed Status
CAP Settings
Order Management
Orders
Returns & Refunds
Adjustments
Disputes
Analytics
Overview
Performance
Growth Opportunities
Payments
File Center
$445.1K
Send message

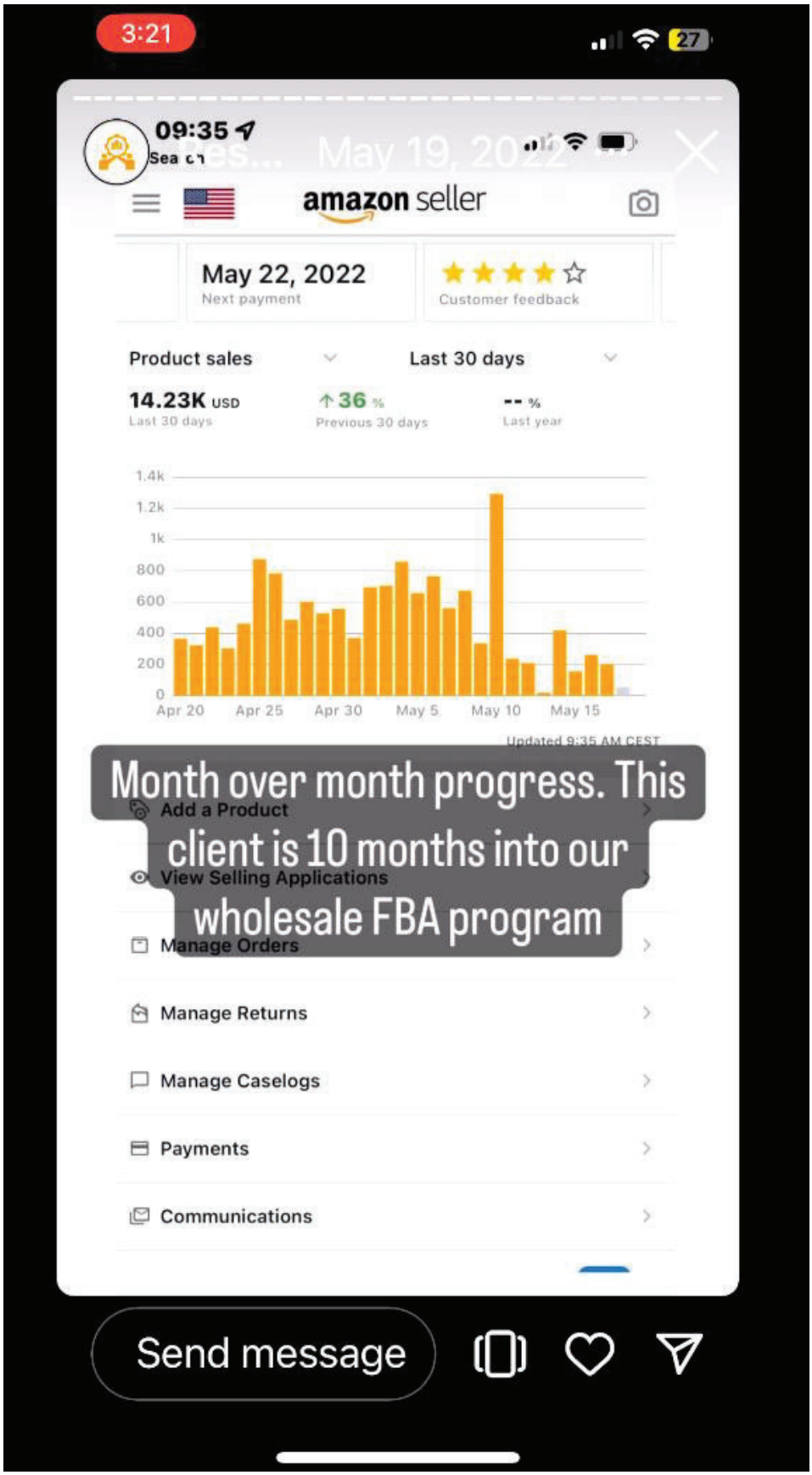

3:21
Res... April 14, 2022
TODAY'S SALES
$3,101.05
eturns and Refunds
ou have open return requests
Send message


3:21
Res... April 20, 2022
ASCENDT
Client
Review
2:51 PM
Replied to your story
You guys are legit the best. I feel like I hit the jackpot working with y'all.
Send message

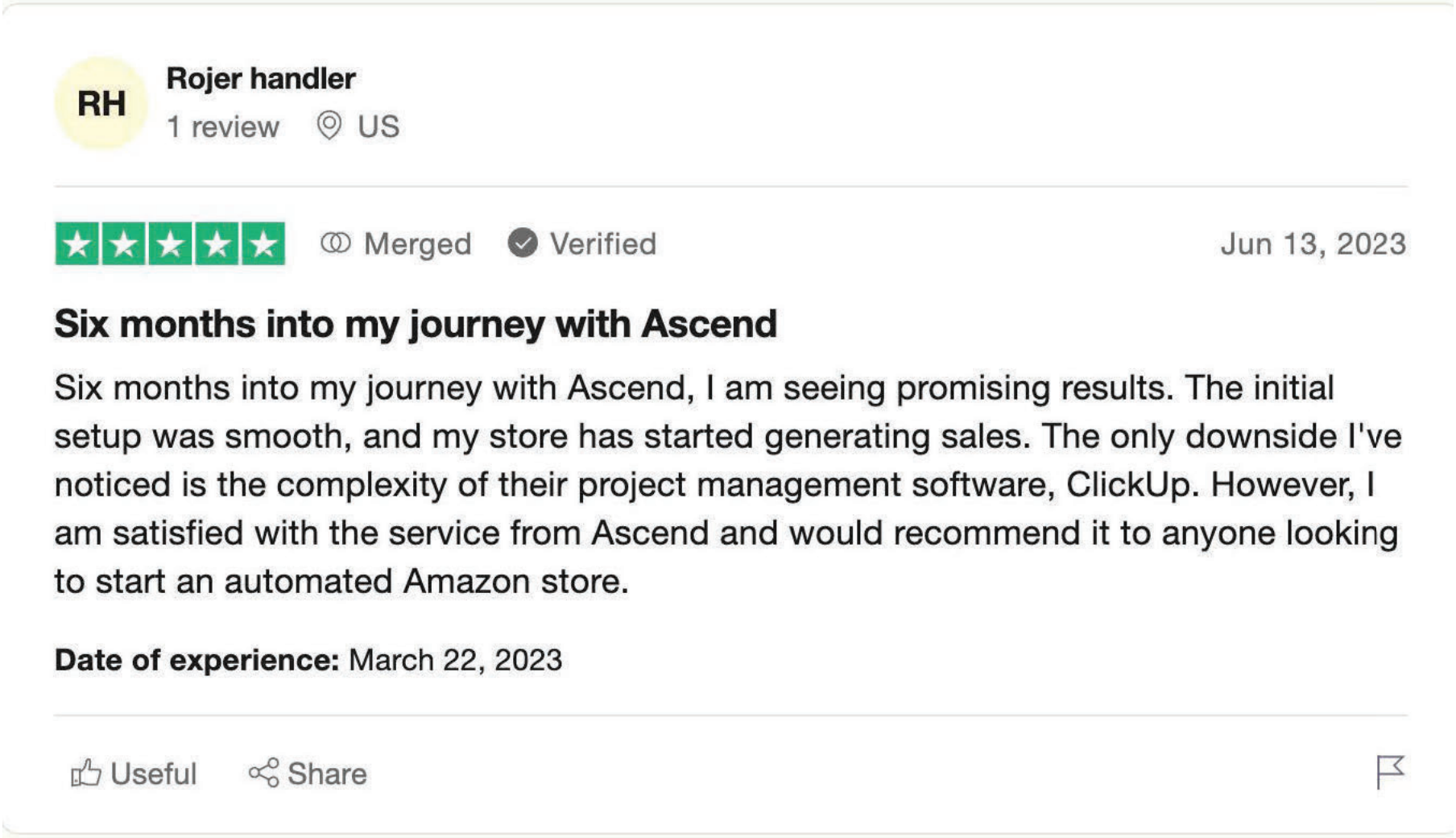

3:21
Res... April 20, 2022
Search
amazon seller
4.50 USD
Sales today so far
1
Unit today so far
191
Current
Product sales
Last 30 days
10.46K USD
Last 30 days
538 %
Previous 30 days
-- %
Last year
1.5k
1.2k
900
600
300
0
Mar 22
Mar 27
Apr 1
Apr 6
Apr 11
Apr 16
Updated 2:52 PM MVT
FIRST 10K MONTH FOR THIS FBA CLIENT. GREAT BENCHMARK.
View Selling Applications
Manage Orders
Manage Returns
Manage Caselogs
Send message


3:21
Search
amazon seller
384 USD
Sales today so far
33
Units today so far
2381
Product sales
Last 30 days
11.45K USD
Last 30 days
79 %
Previous 30 days
-- %
Last year
1.2k
1k
800
600
400
200
0
Apr 2
Apr 7
Apr 12
Apr 17
Apr 22
Apr 27
Updated 10:23 AM WITA
Add a Product
WEEK OVER WEEK GROWTH.
Manage Orders
Manage Returns
Manage Caselogs
Payments
Communications
Send message


3:21
Res... May 17, 2022
ASCENDT
Client
Results
09:44
Search
amazon seller
321 USD
21
Units today so far
2712
Product sales
Last 30 days
15.73K USD
121 %
Previous 30 days
-- %
Last year
Apr 10
Apr 15
Apr 20
Apr 25
Apr 30
May 5
Updated 9:44 AM WITA
Add a Product
View Selling Applications
Manage Orders
Send message


3:21
09:35
amazon seller
May 22, 2022
Next payment
Customer feedback
Product sales
Last 30 days
14.23K USD
Last 30 days
36 %
Previous 30 days
-- %
Last year
1.4k
1.2k
1k
800
600
400
200
0
Apr 20
Apr 25
Apr 30
May 5
May 10
May 15
Updated 9:35 AM CEST
Month over month progress. This client is 10 months into our wholesale FBA program
Add a Product
View Selling Applications
Manage Orders
Manage Returns
Manage Caselogs
Payments
Communications
Send message

Attachment B


RH

Rojer handler

1 review US

Merged Verified Jun 13, 2023

Six months into my journey with Ascend

Six months into my journey with Ascend, I am seeing promising results. The initial setup was smooth, and my store has started generating sales. The only downside I've noticed is the complexity of their project management software, ClickUp. However, I am satisfied with the service from Ascend and would recommend it to anyone looking to start an automated Amazon store.

Date of experience: March 22, 2023

Useful Share


BS
Bella Sam
2 reviews
US
Merged
Verified
Jun 29, 2023
Having Ascend on board for the past 8...
Having Ascend on board for the past 8 months has been insightful. Their product selection and market research expertise have boosted the growth of my Amazon store. While communication can be improved, I am happy with the results and eagerly await future developments.
Date of experience: March 24, 2023
Useful
Share

SC

Shirley Crouch

2 reviews US

★★★★★ Merged Verified May 23, 2023

Working with Ascend for the past 4...

Working with Ascend for the past 4 months has been a breath of fresh air. Their attention to detail and focus on optimizing my Amazon store's listings has been crucial in increasing visibility and driving sales. The team's customer support has been commendable, always ready to assist with any issues. The only downside has been the slightly confusing dashboard, but it's a minor concern given the overall progress. I'm excited to continue working with Ascend!

Date of experience: March 16, 2023

a

Alexander Shaw

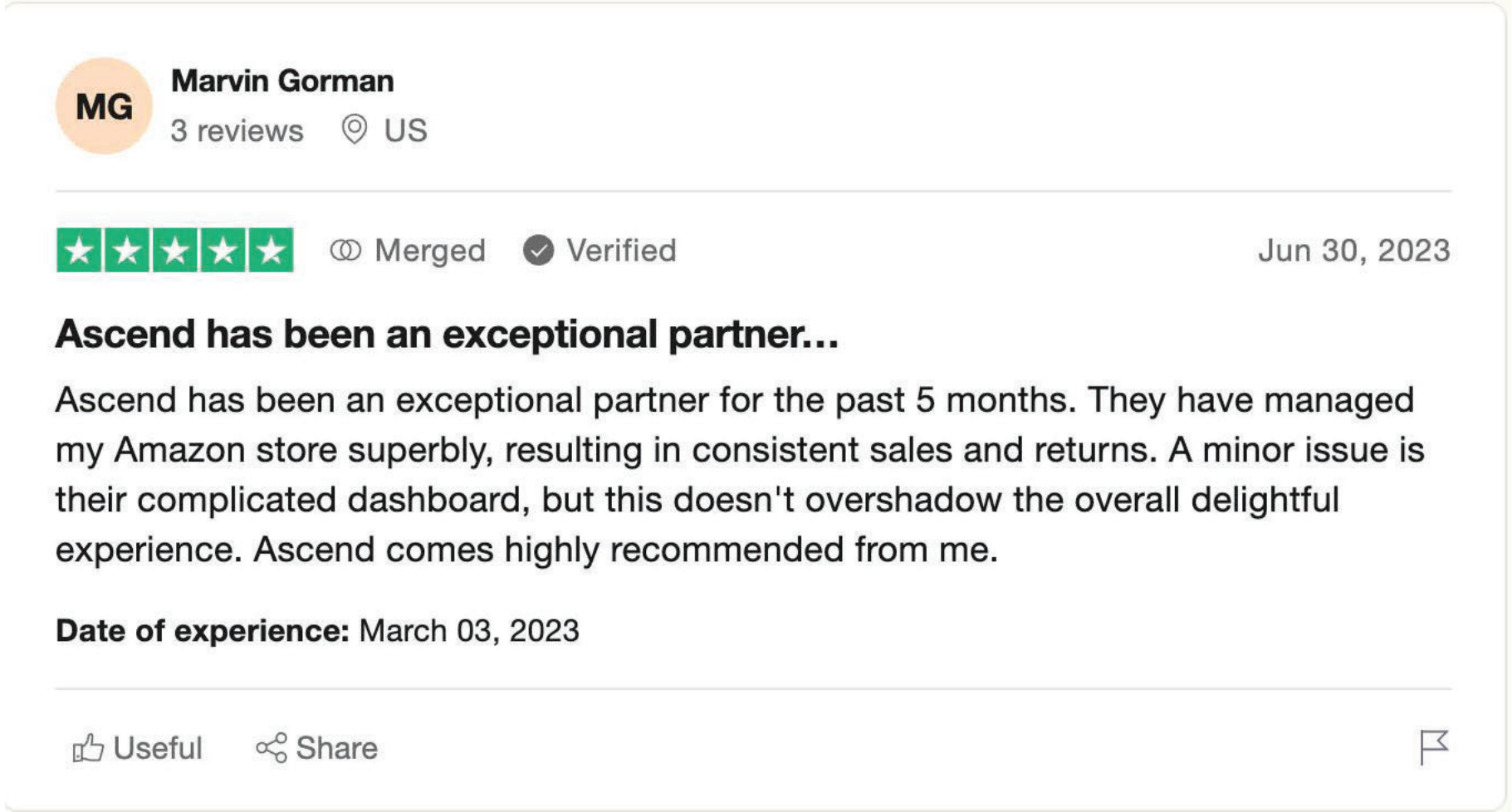
2 reviews US

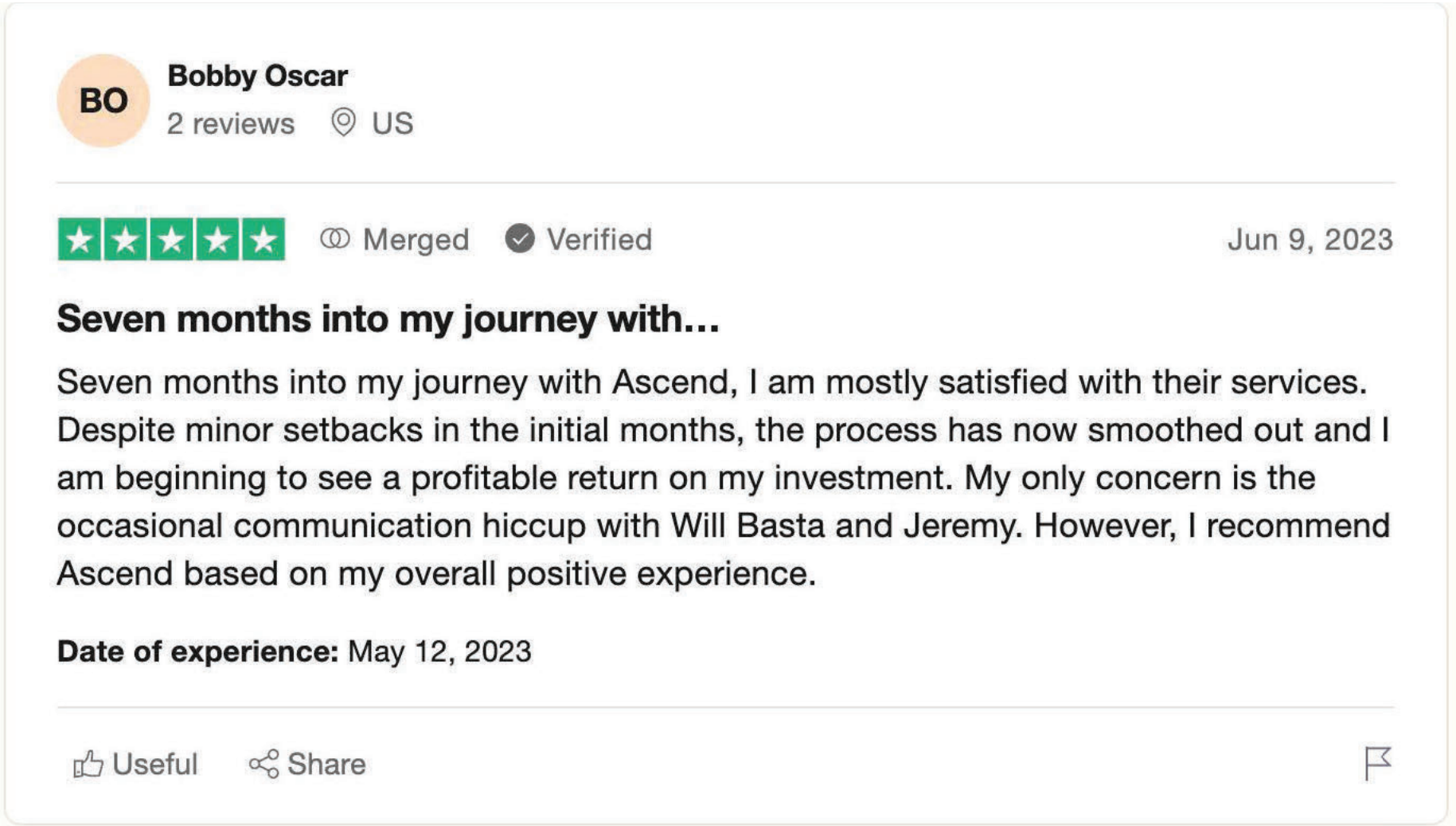
★★★★★ Merged Verified Jun 11, 2023

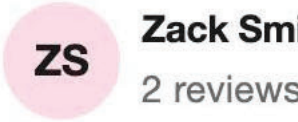
Five months with Ascend has been an...

Five months with Ascend has been an enlightening experience. While I'm yet to witness a significant return on my investment, I am optimistic due to consistent sales and growth. The support from the Ascend team has been notable, however, improvements can be made to the user interface of their dashboard. Despite this, I recommend Ascend for their promising service.

Date of experience: April 12, 2023


MG
Marvin Gorman
3 reviews
US
Merged
Verified
Jun 30, 2023
Ascend has been an exceptional partner...
Ascend has been an exceptional partner for the past 5 months. They have managed my Amazon store superbly, resulting in consistent sales and returns. A minor issue is their complicated dashboard, but this doesn't overshadow the overall delightful experience. Ascend comes highly recommended from me.
Date of experience: March 03, 2023
Useful
Share


BO
Bobby Oscar
2 reviews
US
Merged
Verified
Jun 9, 2023
Seven months into my journey with...
Seven months into my journey with Ascend, I am mostly satisfied with their services. Despite minor setbacks in the initial months, the process has now smoothed out and I am beginning to see a profitable return on my investment. My only concern is the occasional communication hiccup with Will Basta and Jeremy. However, I recommend Ascend based on my overall positive experience.
Date of experience: May 12, 2023
Useful
Share



Zack Smith

2 reviews US



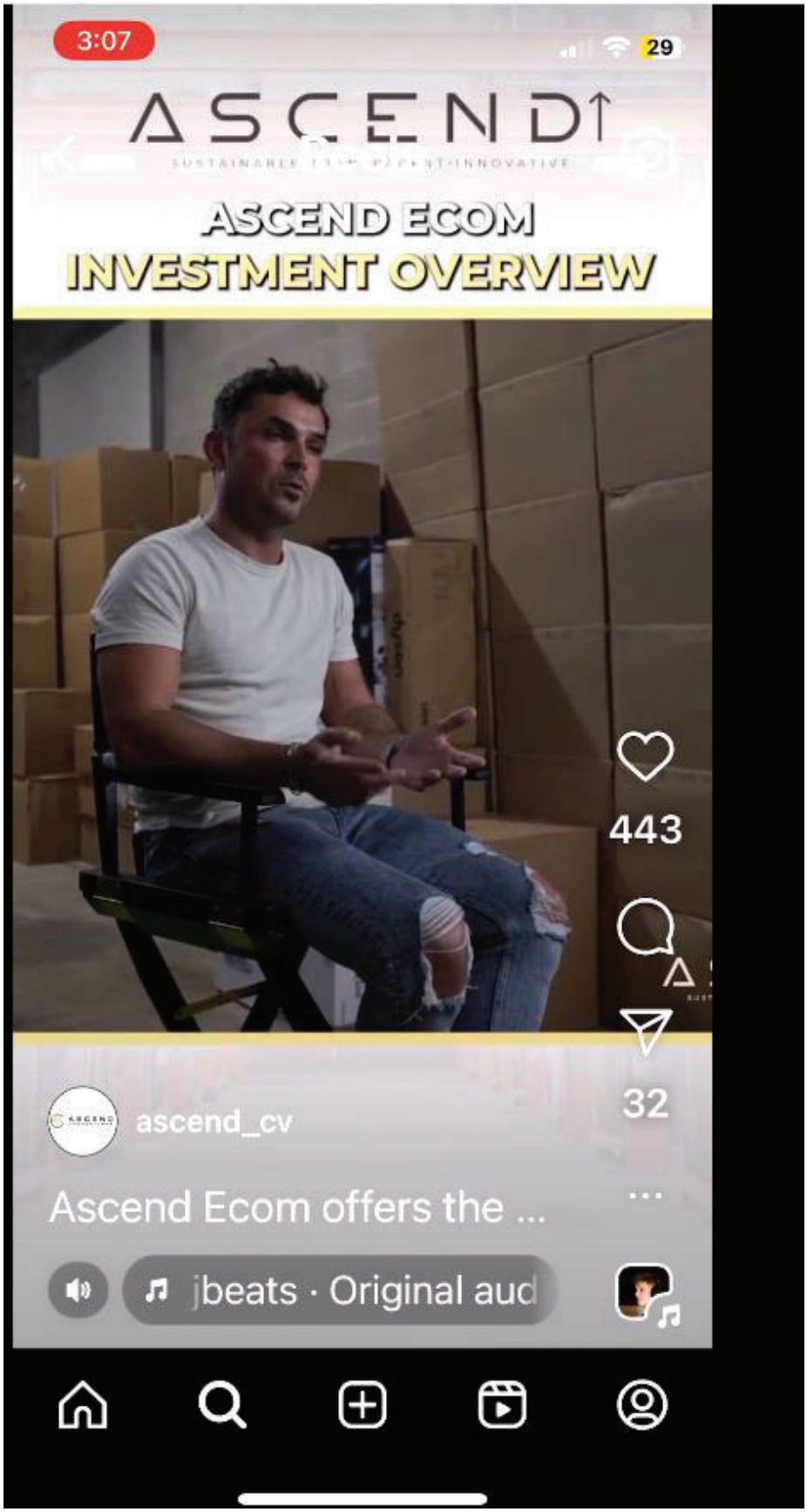
Merged Verified May 19, 2023

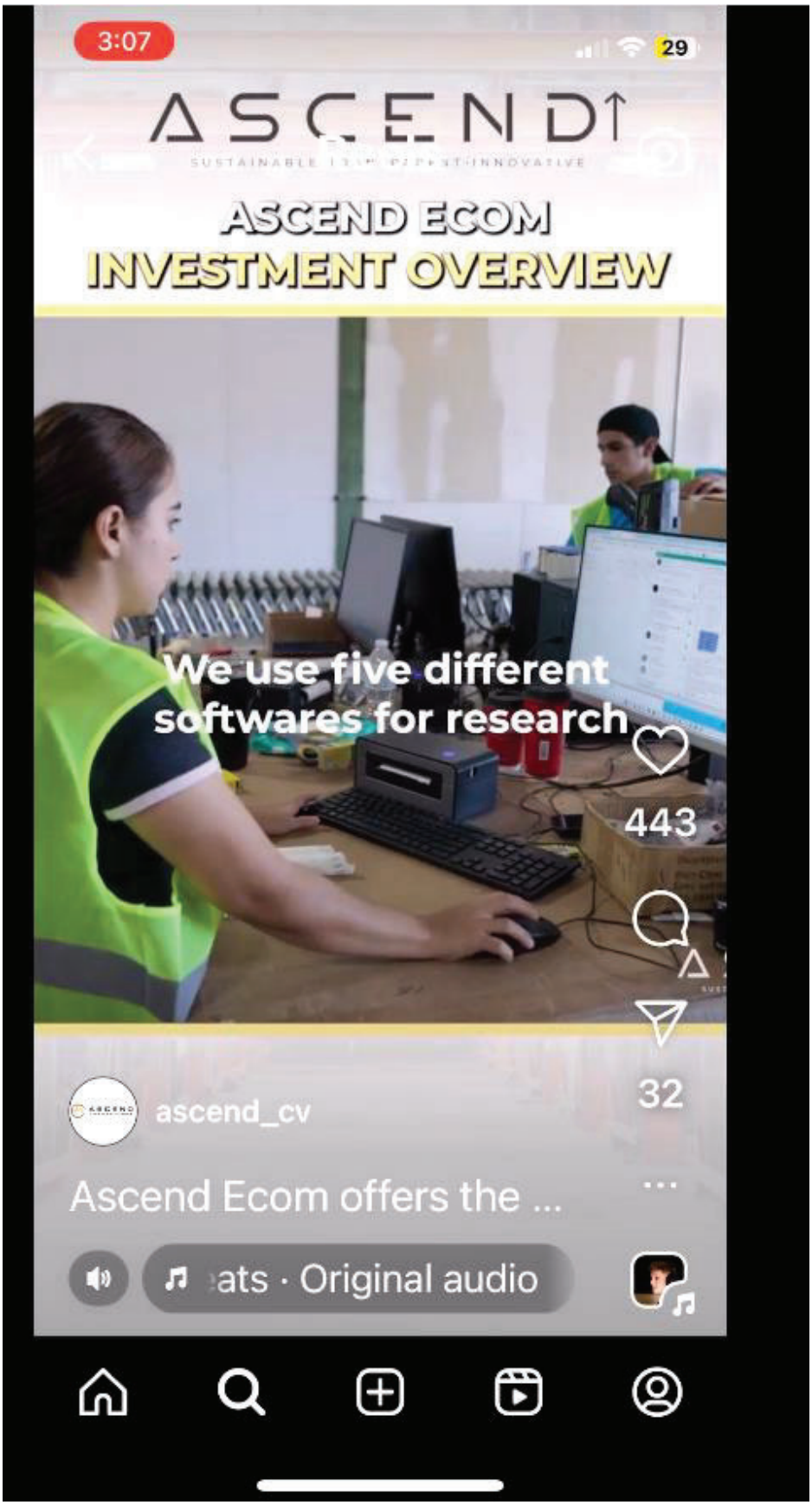
Over the past 5 months

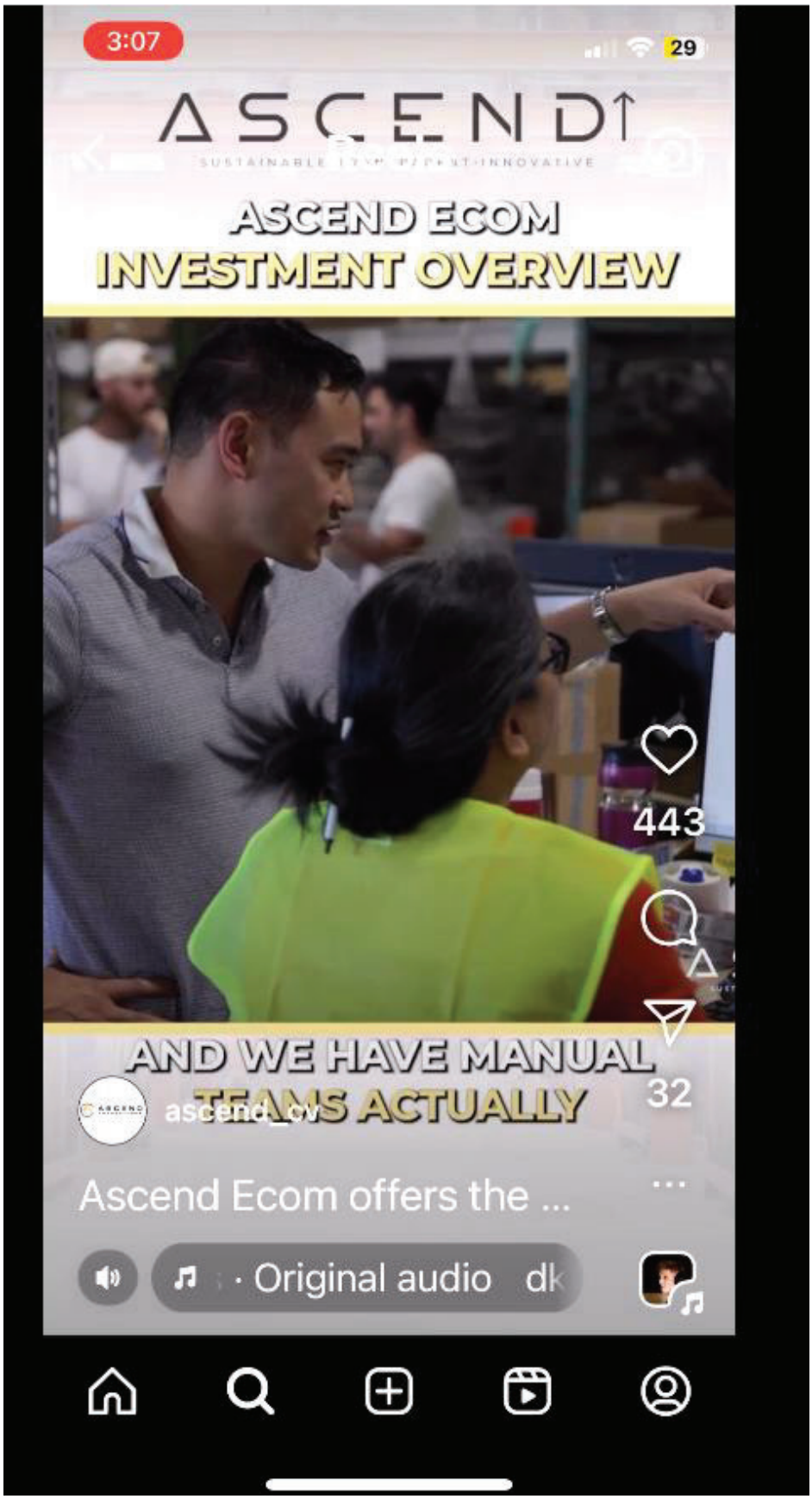
Over the past 5 months, my experience with Ascend has been nothing short of amazing. They've expertly set up and managed my automated Amazon store, leading to consistent sales and a growing return on investment. Although their dashboard could use some simplification, the overall experience has been delightful. I'm eager to see what the future holds and have no reservations in recommending Ascend to anyone looking to venture into the world of automated e-commerce.

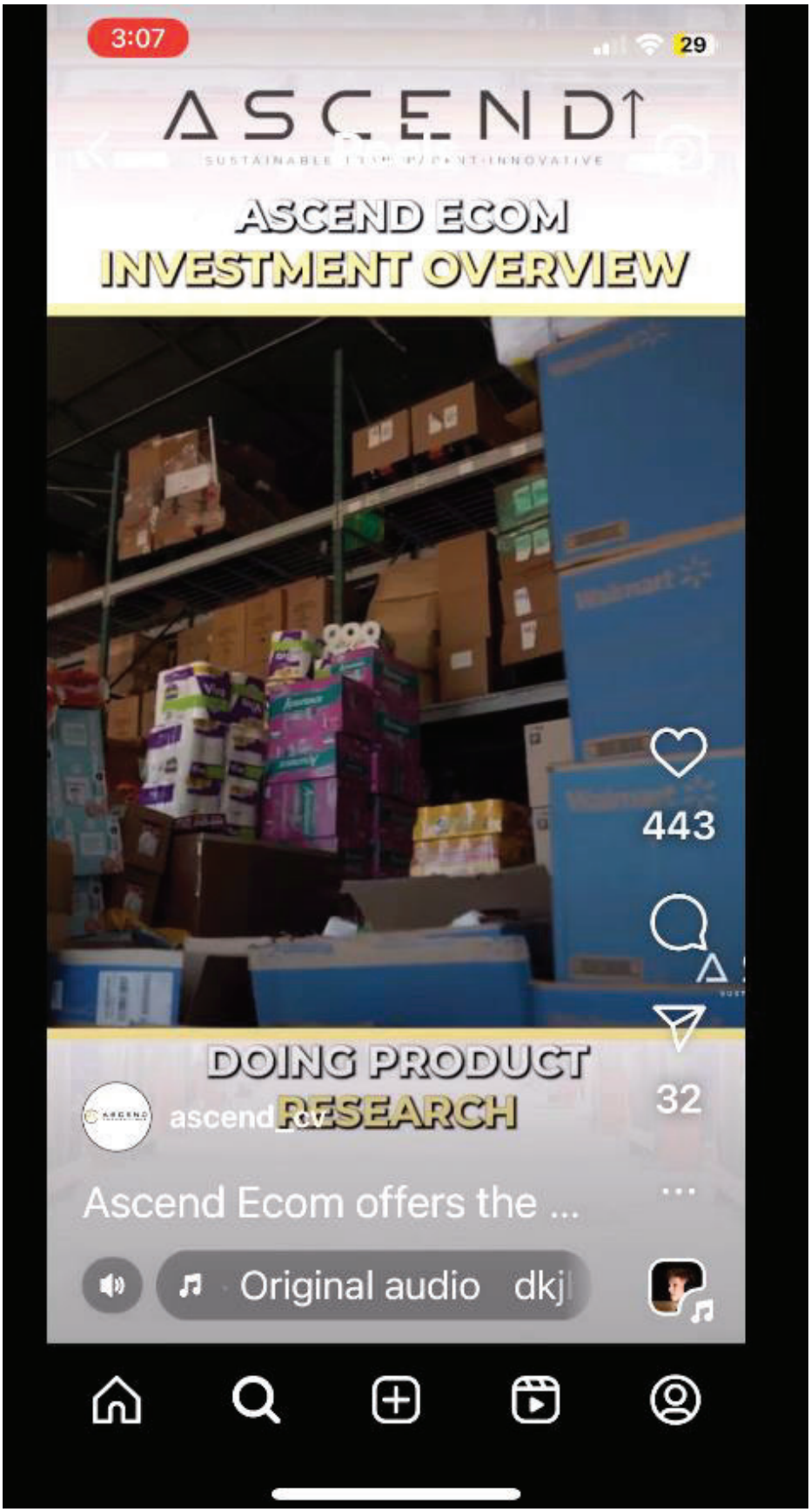
Date of experience: November 17, 2022

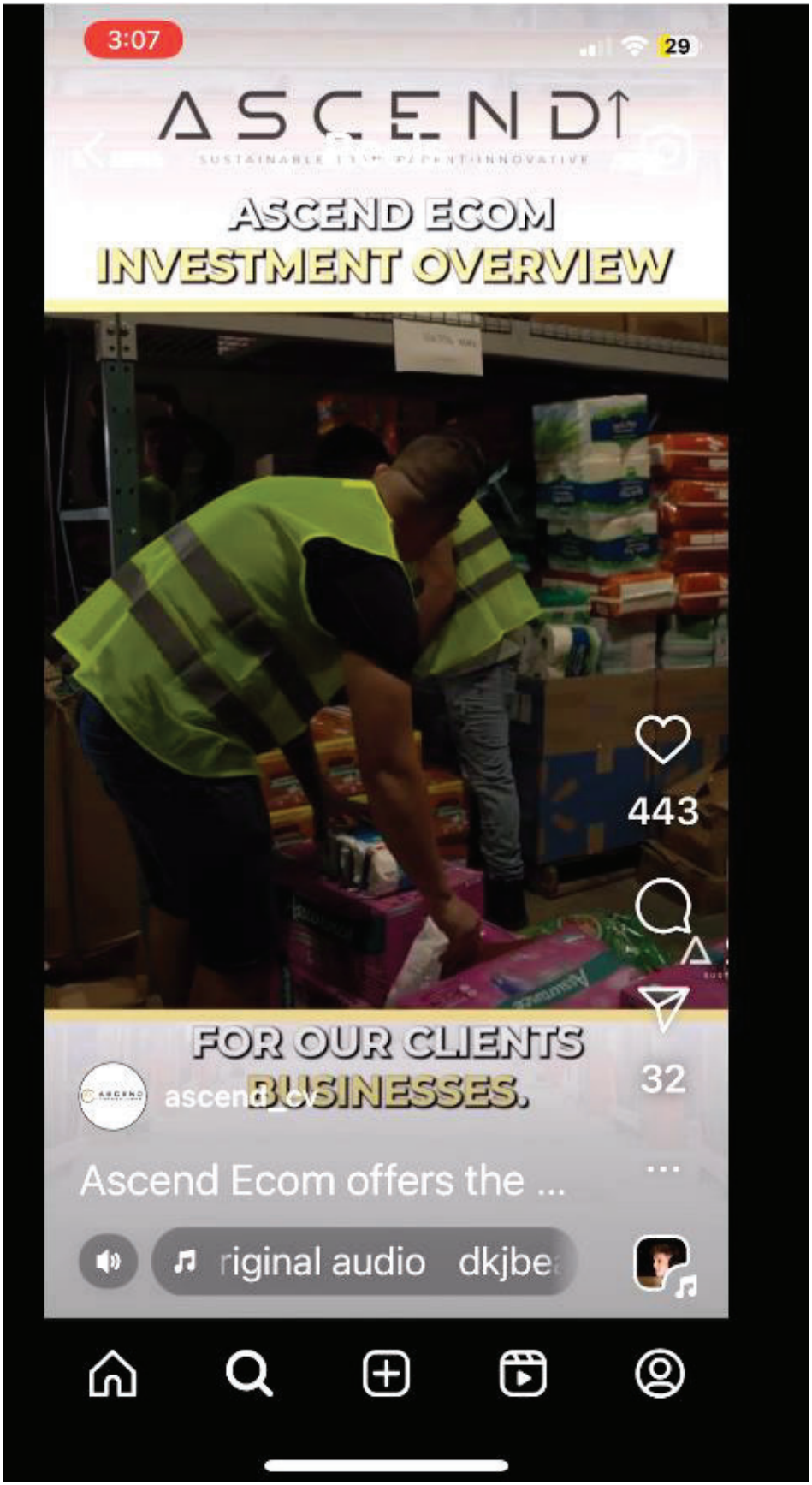
Attachment C

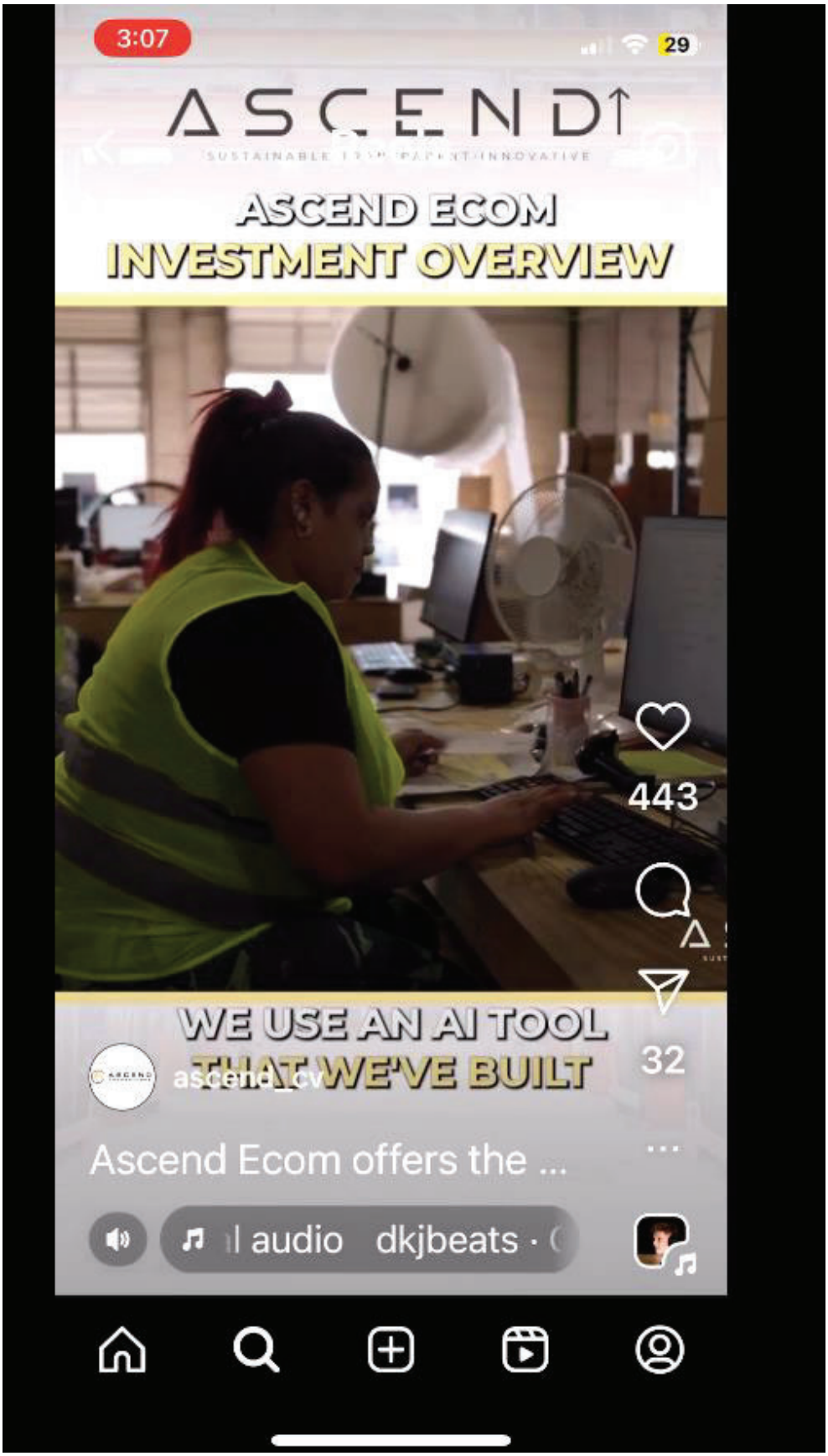

3:07
29
ASCEND
ASCEND ECOM
INVESTMENT OVERVIEW
443
32
ascend_cv
Ascend Ecom offers the ...
jbeats · Original aud

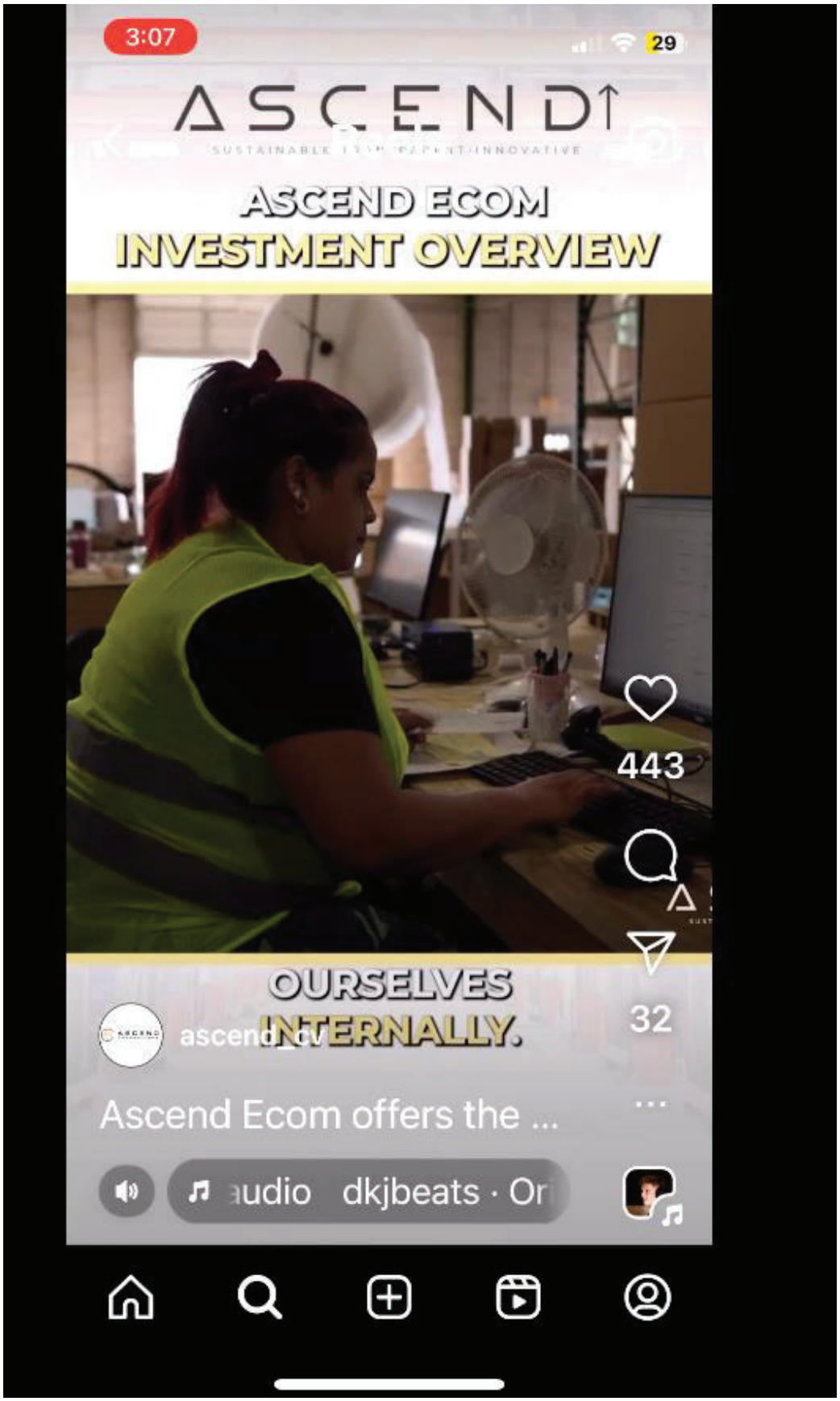

3:07
29
ASCEND
ASCEND ECOM
INVESTMENT OVERVIEW
We use five different softwares for research
443
32
ascend_cv
Ascend Ecom offers the ...
ats · Original audio


3:07
29
ASCEND
ASCEND ECOM
INVESTMENT OVERVIEW
443
32
AND WE HAVE MANUAL
TEAMS ACTUALLY
ascend_ecv
Ascend Ecom offers the ...
· Original audio dk


3:07
29
ASCEND
ASCEND ECOM
INVESTMENT OVERVIEW
443
DOING PRODUCT
RESEARCH
32
ascend_ecom
Ascend Ecom offers the ...
Original audio dkj


3:07
29
ASCEND
ASCEND ECOM
INVESTMENT OVERVIEW
443
FOR OUR CLIENTS
BUSINESSES.
32
ascend_ecom
Ascend Ecom offers the ...
riginal audio dkjbe


3:07
29
ASCEND
SUSTAINABLE
PATENT
INNOVATIVE
ASCEND ECOM
INVESTMENT OVERVIEW
443
WE USE AN AI TOOL
THAT WE'VE BUILT
32
ascend_ecom
Ascend Ecom offers the ...
audio
dkjbeats


3:07
29
ASCEND
ASCEND ECOM
INVESTMENT OVERVIEW
443
32
OURSELVES
INTERNALLY.
ascend_ecom
Ascend Ecom offers the ...
audio dkjbeats · Or

Attachment D

GET IN TOUCH

For more information please contact your Ascend Capventures representative, or message us via email, website, or social!

partnerships@ascendecom.com

www.ascendcapventures.com



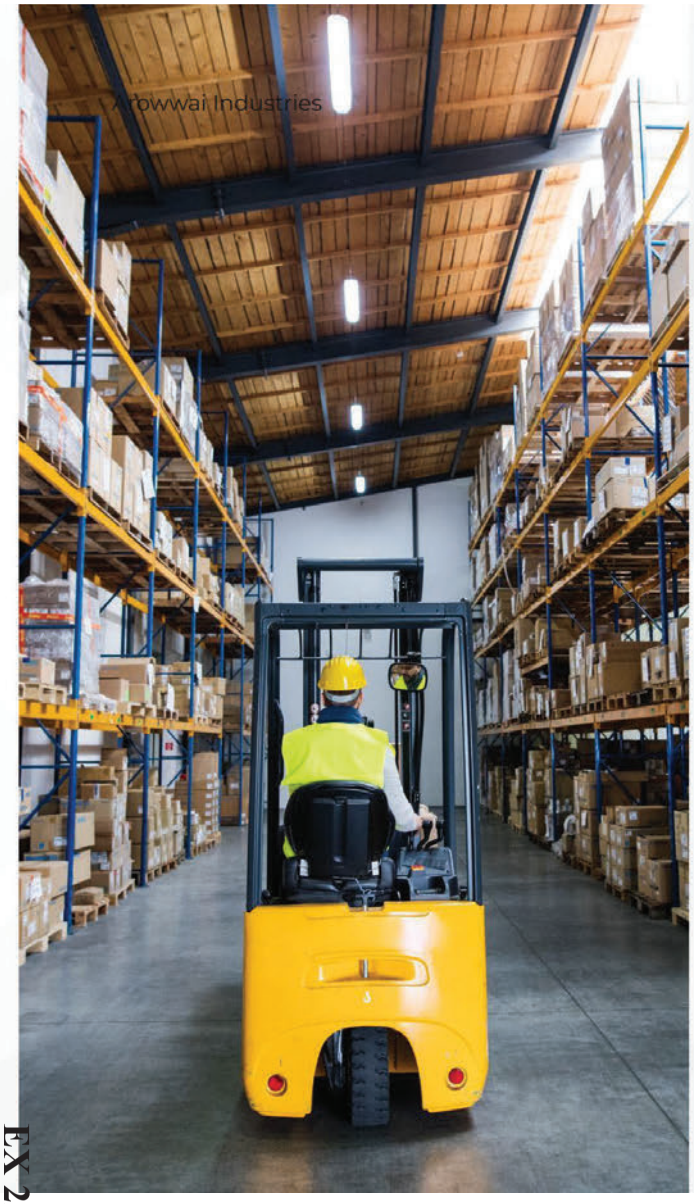
Case 2:24-cv-07660-SPG-JPR Document 17 Filed 09/09/24 Page 197 of 211 Page ID #:2311



E-COMMERCE: THE NEXT DIGITAL ASSET CLASS FOR PASSIVE INCOME & INVESTMENT APPRECIATION

amazon

Walmart



WHY AMAZON MARKETPLACE?

44%

Growth of third-party sales revenue in 2020

>50%

Amazon's revenue is from third-party sellers

4-8%

Predicted growth over the last years of Q4

$67.8 B

Third-party seller revenue in 2021

Domination of the market

Amazon has revolutionized the way people are purchasing goods. As a dominant leading force for over a decade, Amazon is a reliable model for investors to build their ecommerce portfolio on.

Amazon is the largest online retailer in the U.S. - growing by over $100 billion in revenue each year, with an estimated growth of ~40% in 2021.

amazon

Case 2:24-cv-07660-SPG-JPR Document 17 Filed 09/09/24 Page 199 of 241 Page ID #:2313

EX 22
2066



WHY WALMART MARKETPLACE?

44%

Growth of third-party sales revenue in 2020

>90%

Of Americans live within 10 miles of a Walmart. (convenient online order pickup)

4-8%

Predicted growth over the last years of Q4

$46.8 B

Third-party seller revenue in 2021

Emerging market and #2 retailer in the world

With roughly only 10% of the E-commerce market share and a new 18 billion dollar e-commerce growth initiative, Walmart is poised for exponential market growth.

There are currently under 200K sellers on Walmart, making a less competitive environment and a great expansion of your e-commerce business portfolio.

Walmart

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WHO WE ARE

Our infrastructure is built like no other E-commerce management firm

With over 350 direct employees and growing, (NO VA'S), 100 + warehouse staff and US team members, and all employees EXCLUSIVELY on Ascend payroll, our specialized teams handle each functional area from product research to customer service to ensure your business thrives.



WHO WE ARE

4+

designated managers assigned to your account with 24/7 communication access via a mobile/web app (clickup)



36 month

money-back guarantee on all stores



Exclusive Ascend Warehouse Facilities (3) in Dallas, TX (come visit) + Miami Lakes, FL.

Proprietary software and algorithms for pricing, product sourcing and store management





100+

years combined experience in the eCommerce Industry

400+

Managing stores for over 500 clients and partners



Proud partner of:

ClickUp



Access to thousands of exclusive vendors for name brand products and exclusive direct to manufacturer deals

ASCEND CAPVENTURES LEADERSHIP



Jeremy Leung
Co-Founder & COO

Jeremy has his MBA from University of Michigan and has been working within the e-commerce sector as a consultant for 7 + Years.



Will Basta
Co-Founder & CRO

Will has an extensive background in the tech and startup world, building out their strategy and sales orgs. He also has been involved in e-commerce for over 5 years.



Hannah Prem
Director, Strategic Ops

Michael- VP Operations + GM

Gian- Marketing, Sales Ops Lead

Mark- VP, Product, Billing

Jessica- Head of Client Services

Raymond- Chief VIP Officer

Helen- Warehouse Facility Director

Andi - Senior Logistics Coordinator

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ASCEND ECOM AUTOMATION PROGRAM

OUR FOCUS

With Amazon + Walmart Automation, you own the business 100%. Ascend Ecom is the operational partner, that leverages our infrastructure and builds, operates, and scales your business for you, completely done-for-you

WE HANDLE

We handle all operational + logistical aspects from product sourcing, listing creation, ranking, inventory management, supply chain, growth strategy & customer support.

OUR TEAM

Our team of product research strategists, leverage 4+ softwares as well as manual data scrubbing for product research. We analyze, trends, historical data + predictive data as well as the competitive landscape to ensure your business generates consistent revenue growth.

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OUR PROCESS

Onboard you with an Amazon/Walmart sellers account and legal entity

Take care of all customer support and satisfaction

Have our Client Relations team update you on your stores progress via ClickUp



Source top selling brand name products from our vendors at wholesale pricing

Quality check your inventory at our EXCLUSIVE warehouses and ship them out to Amazon FBA centers or direct to end customer (FBM)

Create high converting product listings and rank them on Amazon so you get more traffic & sales

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WHAT MAKES ASCEND THE LEADING PROVIDER IN AMAZON + WALMART AUTOMATION?

- We are the only Automation company that also is a distributor of products. Ascend Distribution is under Ascend Capventures' umbrella. This gives clients exclusive access to volume discounts on products that no one else has. Along with 1000's of wholesale network relationships.

- Infrastructure. Our warehouse facilities are actually ours. We truly are a logistics company at heart. There is 0 warehouse sharing. ONLY Ascend Capventures' products flow in our warehouse. This is not the case with most, the easiest way to find out is by asking if you can visit. Doors are open at all our facilities.

- Transparency and vertical integration. We do not outsource any part of our process. Every employee is exclusively on only Ascend Capventures' payroll. Our office and Warehouse are actually OURS. Therefore you can visit any one of them and shake our hands.

- Our entire model is fully compliant, meaning no cutting corners on anything from supply chain processes, to product sourcing and fulfillment methods. Account health is of utmost importance.

Proud exclusive partnership:

We have grown 100's of successful accounts and we have over a decade of experience in the industry. EXCLUSIVE shipping contracts for FBM.

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THINGS TO KNOW ABOUT YOUR FIRST 6 MONTHS

FIRST YEAR REVENUE

This is marathon, not a sprint. 80 percent of your first years revenue will come from month 6-12 of your first 12 months with us.

Our first benchmark is to have you break even on your investment, generally within the first year this happens. Your working capital and injection of this will dictate the growth trajectory after the first 6 months.



PROBATION PERIOD

Probationary Period (Months 1 - 6): Sales will be slower as we build up seller rapport with Amazon on your behalf. During this time your business will be on close watch with Amazon as they verify, you're a legitimate business with a good customer satisfaction score.

Every new Amazon seller is required to go through this stage and is a necessary process in scaling your Amazon business. They also will be providing reduced warehousing space and fragmented payouts the first 3 months as well.

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A HYBRID FBA & FBM BUSINESS MODEL

Optimized for revenue + appreciation

- Our product research team is analyzing market data to find top selling, high-margin products for your store, leveraging exclusive softwares and research strategies.
- We leverage our vast supplier relationships with Ascend Distribution, to acquire inventory at the cheapest wholesale/supplier price for you.
- We place bulk orders for you at volume discounts and quality check all inventory at our EXCLUSIVE Ascend Facilities
- Month 3-5 is when we implement our signature FBM High Frequency Reselling (HFR) model. This will accelerate your business tremendously, opening access to our industry first, subsidized shipping for 2 day and next day fulfillment.
- Private label is an optional add-on, please speak to your Ascend Rep to learn more information about our PL program and benefits.



Private Label

Private label business model enables Amazon/Walmart sellers to sell products with their own brand name no matter who the manufacturer is. Adds significant value to the business and the margins are 30% or higher.



Wholesale

Wholesale is the process of us purchasing in bulk with volume discounts of branded products, then selling them on the marketplace for a profit margin.



High Frequency Reselling

Customers buy products from Amazon/Walmart. Product then gets purchased from supplier (Ascend or 3rd party). Ascend prepares package for shipment and sends directly to end-customer.

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REVENUE GOAL FOR YOUR STORES



*Numbers per store - $25k working capital (have by month 4-6 the latest, revenue and appreciation value/results vary)

$5 Figure Monthly Profit (10K+)

With the correct working capital, the goal is to get you there within the first 12-16 months at most

Fast Results:

Average break-even in 12 – 14 months from first sale

$50k-$100k Average store valuation at year two (range due to rev model valuation)

*Results May Vary

AMERICAN EXPRESS

USFULLSERVICE.COM
BUSINESS CONSULTING

Because Amazon pays you for your sales every two weeks, you need access to Working Capital to place inventory orders and purchase from wholesalers or manufacturers in-between payouts.

Product inventory sells within 30 days and average margins are 20% net on inventory spend.
(30K inventory will yield 6K net).

With our partnerships with Amex and USFullservice we help our clients build their pool of working capital to scale their stores to full capacity

On Amazon Marketplace, the most important variable for growing a store is the availability of working capital after 6-8 months.

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TWO YEAR TIMELINE

Build an asset you can sell at the 24 Month mark for an exit. Or keep the cash cow driving monthly passive revenue. Your call!

1-60 days

Store set-up go live, stores are live within 1st mo

2-5 MONTHS

Product sourcing begins at a micro level. To season your store, get your first sales and begin to open up warehousing space for FBA and gain some seller reviews

4-7 MONTHS

Full Wholesale launches w/ FBM

1 YEAR

Break-even point, 12-16 mo avg. break-even point across 100+ stores

24-36 MONTHS

Buyback guarantee. If you do not see net profit ROI.

3 YEARS

Years: Sell or Scale,

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DIGITAL REAL ESTATE

It's not just sales that can make money in eCommerce anymore.
You can sell your mature store for a big pay-day.

While most investors and entrepreneurs have known about the growth of eCommerce in the last decade, it's the new wave of money entering the discussion that is making eCommerce store owners big profit.

For perspective: You can sell your store to a buyer on Empire Flippers for 2-4x annualized profit within two years, where the buyer purchases 100 stores and IPOs for 20-30x annualized profit. That's a lot of room for profit on both sides!

Thrasio - the fastest US company to reach a $1B valuation - led the charge of, to date, 28 companies acquiring established eCommerce stores (specifically Amazon FBA).

This flagship model has surged the demand for quality stores, and our programs are designed for our clients to enter on the ground level and sell big into this wave within a two-year timeline.





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