

Statement of Brook Hiddink: Authorized Dealer and Reseller Relationships

I, **Brook Hiddink**, founder of High Ticket (BERH Stores & Consulting Inc. - FZCO), make this statement to document a claim used in High Ticket's advertising: that my store sold products as an authorized online dealer or reseller for established brands. The exhibits below are unaltered copies of the records described.

1. My store listed and sold products under written dealer or reseller terms with the brands whose products it carried. It purchased from those brands at dealer pricing after each customer sale, held no inventory, and the brand shipped to the customer.
2. **ZLINE Kitchen and Bath, LLC**: vendor agreement and MAP policy dated **May 29, 2022**, signed by me as President & CEO of my store's operating company (Exhibit A: the agreement terms page and both signature pages). The agreement's pricing schedules are confidential under its own terms and are held on file, available to advertising-platform reviewers on request.
3. **Clearlight Saunas**: sales order #SO287556 dated April 6, 2023, issued to my store at dealer pricing for a customer order (Exhibit B). A brand invoicing a store at dealer cost for a drop-shipped customer order is evidence of the dealer relationship.
4. **Napoleon**: my store bought and sold Napoleon grills under its Napoleon dealer account; order #2351 is documented in my separate statement on the Napoleon brand.
5. **Adagio Water Features** (Exhibit C, the Internet Dealer Agreement) and **Bathing Brands** (Exhibit D, the dealer application): the dealer terms under which my store held dealer accounts with those brands.
6. Where advertising says "I sold them for the brands", "authorized retailer" or "I got paid on every one", it refers to these relationships from the period my store operated.
7. Where advertising mentions product categories such as hyperbaric chambers or robotic lawn mowers, it presents them as examples of high-ticket products a student can sell as an authorized dealer, which High Ticket students have done. I have not claimed to have sold those products myself.



Exhibit A — ZLINE Kitchen and Bath vendor agreement, May 29, 2022: terms page and signature pages

**ZLINE****VENDOR AGREEMENT**

Date: May 29, 2022

To:

From: ZLINE Kitchen and Bath, LLC

The following terms will govern the dealer program between ZLINE Kitchen and Bath, LLC, and ("Vendor or Reseller"):

Program Name: ZLINE Vendor Program

Eligible Vendor:

Vendor Appliance Margin:

Vendor Plumbing Margin:

(Please also include a copy of your reseller certificate)

*Please see attached product lists for product classifications.

RETURNS POLICY

You may return an item for a refund of the merchandise total within 30 days of delivery. Call our Customer Service Department so that we can contact our carrier to schedule a pick-up for the item. Return credits are issued within 48 hours once the item is received and inspected. Please note, if you return an item the return shipping costs will be deducted from your total refund amount.

Items must be in new condition and in the original packaging to qualify for a refund. There are no refunds or exchanges on installed or used items.

Prior to shipping, all products from ZLINE Vendor are individually inspected to verify that they leave our facility in brand-new condition. We re-package all our products well so they arrive on your doorstep undamaged. If your item arrived damaged or defective, we are happy to arrange for a prompt replacement. Contact our Customer Care Department at 1-833-597-2461 within 48 hours.

Before installing your unit, please test the item(s) for proper functionality by plugging it into the wall and testing the fan and lights. If unit does not work, please contact customer service right away.

ZLINE Kitchen & Bath

350 Parr Circle, Reno, NV 89512 | 916 Delaware Avenue, Marysville, OH 43040 | 427 Rowland Mill Road, Bruceton, TN 38317

www.zlinekitchen.com | 1-614-777-5004



ZLINE

VENDOR AGREEMENT

Date: May 29, 2022

ZLINE Kitchen and Bath, LLC

By:

Name:

Title:

Vendor :

By :

Name : Brook Hiddink

Title : President & CEO

ZLINE Kitchen & Bath

350 Parr Circle, Reno, NV 89512 | 916 Delaware Avenue, Marysville, OH 43040 | 427 Rowland Mill Road,
Bruceton, TN 38317

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ZLINE

MAP Policy

Date: May 29, 2022

ZLINE will immediately cease doing business with any retailer or direct marketing company that purchases ZLINE products from any source other than an authorized ZLINE source, or sells/resells ZLINE products to unauthorized resellers. Retailers are not allowed to sell any ZLINE product on eBay, Craigslist, FB Marketplace, Discount Bandit and similar sites that ZLINE determines to be unauthorized.

Enforcement of MAP Policy:

ZLINE Kitchen and Bath will use an internal MAP monitoring software to efficiently enforce MAP across all retail partners. This information will not be shared externally and will only be used for our internal purposes.

When a MAP violation is noticed by ZLINE, a representative will reach out and give notice that the price must be raised to MAP or the advertisement breaking MAP policy is removed within **24 hours**.

For the second offense, ZLINE will deactivate the account for **7 days**. After the 7 days, ZLINE will do an audit and determine if the account will be reactivated.

For the third offense, ZLINE will deactivate the account for **30 days**. After the 30 days, ZLINE will do an audit and determine if the account will be reactivated.

If MAP policy is broken following the 30 day suspension, the account will **immediately** be terminated of their Authorized Reseller status and the ability to purchase all ZLINE products both direct as well as through distribution will be taken away.

ZLINE Kitchen and Bath, LLC

By:

Name:

Title:

VENDOR NAME :

By:

Name: Brook Hiddink

Title: President & CEO

ZLINE Kitchen & Bath 2022

350 Parr Circle, Reno, NV 89512 | 916 Delaware Avenue, Marysville, OH 43040 | 319 Rowland Mill Road,
Buceton, TN 38317

www.zlinekitchen.com | 1-614-777-5004



Exhibit B — Clearlight sales order #SO287556 issued to my store at dealer pricing

Clearlight®

Clearlight
1077 Eastshore Hwy
Berkeley CA 94710-1011
United States

Sales Order

#SO287556

ORDER DATE: 4/6/2023

CANCELLATION AND RETURN POLICY

1. If an order is canceled prior to shipment, payment will be fully refunded. Note that we consider your product to be "shipped" when a Bill of Lading and tracking number have been generated for a freight carrier. After products are considered shipped, cancellations are treated as returns as described below.
2. All returns require a Return Merchandise Authorization (RMA) from our Customer Service Department. Please call 800-798-1779 option "2" to obtain an RMA. No returns will be accepted or any credit granted without an RMA. To receive a credit or replacement unit, we must first have a chance to receive and completely inspect your return.
3. Per our "30 Day Risk-Free Return Policy" returns will be accepted within 30 business days of product receipt. Shipping charges on returns shall be the responsibility of the customer and all returned items must be returned in "new" or "like new" condition, in undamaged original manufacturer's packaging, and with all original product manuals. After the product is received, inspected and verified to be in "like new" condition, a full refund will be provided on the product purchase price minus any original shipping charges and minus a 25% restocking charge. For products sold with a "Free or Discounted Shipping Promotion", the actual freight cost to originally ship the product will be deducted from your refund.
4. If you refuse an item delivered by a commercial shipping company for any reason other than damaged merchandise or a shipping error by us, the item shall be treated as a return and charges described in Section 3 above shall be applied.
5. Most products come with a manufacturer's warranty which is located in/on their packaging or in their documentation. We do not provide any warranty over and above the manufacturer's warranty.
6. Custom orders, private label or non-standard sauna models are non-refundable.

Bill To	Ship To	TOTAL
		\$6,957.00

Projected to be available	Amount Paid	Net Order Balance
LATE JULY	\$6,957.00	\$0
		Financed Amount

Quantity	Item	Price
1	Sanc-OD5-CL - Gray - MG/IN Sanctuary Outdoor 5 Person Clearlight Infrared Sauna with Gray Exterior, Recliner Bench, Residential Warranty: Sauna Cabin: 5 Years. Heaters: Lifetime. Electronics: Lifetime. Commercial Warranty: 5 years all components. Requires 240v/20 amp Electrical Circuit. Cord comes out of the left side of the back wall, 4" above the ground (if facing the sauna).	\$5,647.00
1	Sanc-Prem Backrest Backrest Moveable Ergonomic Backrest - Sanctuary/Premier Saunas	\$40.00
1	Backrest Freight Backrest Shipping	\$10.00
1	Sanc OD5 Freight Shipping/Delivery - When your sauna arrives at the local freight terminal near your delivery location, the freight company will call to schedule the delivery. Your sauna will be delivered at the appointed time on a liftgate truck. The driver will take your sauna off of the liftgate truck.	\$1,160.00
1	Fuel Surcharge Fuel Surcharge	\$100.00

Clearlight®

Clearlight
1077 Eastshore Hwy
Berkeley CA 94710-1011
United States

Sales Order

#SO287556

ORDER DATE: 4/6/2023

	Tax Included	No
	Tax Total	\$0.00
Total is less Tax amount if Tax Included is "YES"	Total	\$6,957.00

**Exhibit C — Adagio Water Features Internet Dealer Agreement (agreement pages)****Adagio Water Features
Internet Dealer Agreement**

This Internet Dealer Agreement is entered into this 7th day of October, 2021 by and between Adagio Collection, LLC, dba, Adagio Water Features (hereinafter referred to as "Adagio") and _____ (hereinafter referred to as "Dealer").

In consideration of the mutual covenants undertaken herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Adagio and Dealer agree as follows:

1. Dealer Web Address(es). Dealer represents that it advertises and sells Adagio merchandise on the Internet using the following website address(es):

Text

2. Dealer requirements:

- A. Dealer may not sell or advertise Adagio products on other websites (other than those named in Section 1 of this Agreement) without Adagio's advanced written permission.
- B. Dealer will display and price all Adagio products in a manner that is favorable to Adagio's image and reputation and the public's perception of the value of its products as determined solely by Adagio management.
- C. Dealer will not advertise any Adagio product less than the Minimum Advertised Pricing ("MAP") as set forth in the most recent Adagio published pricelist. In the event of any price changes, Adagio will notify the Dealer and Dealer must adjust any MAP changes within 7 days of notification.
- D. Dealer must include a PDF copy of Adagio's current product warranty on each product page.
- E. With every Adagio product model shown, Dealer will imbed a link (provided by Adagio) to a YouTube video showing footage of the product, etc. Every still image of an Adagio product must have the Adagio logo superimposed over it. This includes cropped images. Adagio will provide Dealer with product images and superimposed logo. Dealer will only use images and videos provided by Adagio unless approved in advance and in writing by Adagio. Dealer will maintain a high quality website appearance as solely determined by Adagio management.
- F. Dealer will provide quality customer service to its customers that purchase Adagio products.
- G. Dealer will not use the word "Adagio" or any of Adagio's product model or collection names (in whole or in part) in any of its domain names or its company name. Dealer will not make any representation that it is a partner, subsidiary, etc. of Adagio other than being a dealer.
- H. Dealers and their employees, contractors, authorized agents must act with professionalism, honesty and integrity, warranting and ensuring that they will never



use misleading, deceptive or unfair sales practices. No attributes may be ascribed to the products unless those attributes are expressly set out in Adagio's official literature. All products must be described truthfully and accurately and any customer's questions must be answered clearly and honestly.

- I. Dealer shall not duplicate, copy, or repost any of Adagio's YouTube videos to their own YouTube accounts. However, a Dealer may use any Adagio YouTube videos on their authorized websites.

3. Authorized Adagio Dealer (Optional Participation): Adagio Management, at its sole discretion, may offer a Dealer the option to become an "Adagio Authorized Dealer" ("AAD") once the Dealer has obtained "Dealer" pricing by complying with the requirements listed in item 4 below. Internet Dealers are not required to become an AAD. To become an AAD, the Dealer must:

- A. Include the Authorized Dealer Seal (graphic to be provided by Adagio), which includes the following HTML link on each home page(s) of the website address(es) listed in Section 1 of this Agreement:

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<a href="http://www.adagiowaterfeatures.com/AAD/AAD.htm" target="_blank"
rel="dofollow"></a>
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Note: It is acceptable to host the image on your site, so long as it is the same image found at:

<http://www.adagiowaterfeatures.com/AAD/Water-Fountains-Dealer.jpg>

- B. Make the Authorized Dealer Seal no less than 75 pixels wide by 75 pixels tall.
- C. Maintain a minimum of 40,000 square pixels of Adagio-only products on each of their home page(s) of the website address(es) listed in Section 1 of this Agreement, visible without scrolling down or across. (Example: 200 x 200 pixel, or 400 x 100 pixel, or 2x200x100 pixel)

Adagio, at its sole discretion, may offer to the AAD: discounts, promotions, scratch and dent specials, special pricing, product exclusivity, sales commission and sales spiffs. Dealers will not be included in the above said offers to AAD, but may still sell Adagio products. Dealers must maintain published MAP and purchase at published "Dealer" or "Wholesale" pricing at all times even though special offers are made to an AAD.

All requirements of being a Dealer remain in force when a Dealer becomes an AAD except those that are superseded by AAD status.

Upon invitation to become an AAD, a Dealer will have 30 days to determine whether or not to accept from the time the option is presented. If the Dealer elects not to become an AAD, then the Dealer must wait 6 months before applying to become an AAD.



- ☒ Yes, I choose to participate in the AAD program and receive special discounts, promotions, etc.
- ☐ No, I elect NOT to participate in the AAD program and therefore will not receive special discounts, promotions, etc.

4. Dealer Product Pricing: Dealer may purchase Adagio products at the "wholesale" price based on the most current pricelist until they have purchased a total of \$5,000.00 in a six month period. After the minimum purchase of \$5,000.00 is attained, the Dealer may purchase products at the "Dealer" price based on the most current pricelist. The Dealer may continue to purchase at the "Dealer" price as long they continue to purchase a minimum of one Adagio water feature every six months.

5. Duties of Adagio: Adagio agrees to sell Adagio products to Dealer at the price level shown on the most recent published pricelist.

6. Warranty: Dealer acknowledges the Manufacturer's warranty (see Exhibit 'A', which is attached hereto and incorporated into this agreement) and understands that Adagio is not bound to provide any service, repair or parts beyond the terms of such warranty.

7. Shipping & Installation: Dealer acknowledges that all shipments are F.O.B. Adagio Warehouse, Midvale, Utah and that the costs of shipping and installation are not included in Adagio's pricing. Dealer will post to their website(s) that "assembly is required" and "color and texture of actual stones will vary due to their natural uniqueness" for Adagio products.

8. Term and Termination: The term of this Agreement shall be for six (6) months and will be automatically renewed every six (6) months, unless terminated by either party. This Agreement can be cancelled by either party at any time, without cause, after thirty (30) days written notice, and for any violations of this agreement after three (3) days' notice whether written or given orally.

9. Non-Exclusivity: This Agreement does not grant Dealer exclusivity to advertising and selling Adagio products.

10. Trade Secret Confidential and Proprietary Information: By signing this agreement, Dealer acknowledges that information regarding Adagio products, designs, future designs, pricelists, agreements, contracts, inventories, past sales records and/or sales/marketing strategies presented or provided whether orally or in writing, which is not publicly available, constitute Confidential, Proprietary and/or Trade Secret information ("Information"), which should not be disclosed in any manner whatsoever to third parties, competitors or the general public. This includes all copyright and trademark protected text and images including but not exclusive to those found in Adagio brochures, catalogs, videos and other company materials.



Exhibit D — Bathing Brands dealer application (all pages)

DEALER APPLICATION



BathingBrands
Revolutionize Your Brand with Bathing

DEALER APPLICATION

1. GENERAL INFORMATION

Applicants Legal Business Name

Billing / Mailing Address Street or P.O. Box

City

State

Postal Code

Shipping Address Street (if different)

City

State

Postal Code

Store Phone

Office Phone

Email Address

Website URL

Purchase Order Required Yes No

Preferred Terms ACH Payments Check

Date Established

How many stores do you operate?

2. PROPRIETORS, PARTNERS, PRINCIPAL SHAREHOLDERS or CORPORATE OFFICERS

Sole Proprietor Partnership Corporation (State of) Inc.

FEIN #

Name & Title

Telephone & Cell

Social Security # (required if no FEIN #)

Home Address

Please indicate the names of any additional individuals who are eligible and authorized to purchase on behalf of the owners.

Contact #1

Title

Phone

Cell

Email

Phone Contact #2

Title

Phone

Cell

Email

Phone Contact #3

Title

Phone

Cell Phone

Email

(Please submit additional authorized contacts on a separate page.)

BBI-CR-002-0720

847-495-0624

www.BathingBrands.com



DEALER APPLICATION

3. **INFORMATION – Required**

Please include legible photocopies of the following licenses with your application:

- ☐ **Your State Sales Tax License** – MUST MATCH THE APPLICANT'S LEGAL BUSINESS NAME
☐ **Your Business License** – MUST MATCH THE APPLICANT'S LEGAL BUSINESS NAME

4. **REFERENCE – Required**

TRADE REFERENCES – NO PERSONAL, CHARACTER, OR PRE-PAY REFERENCES, PLEASE.

Please list steam, sauna, or plumbing wholesale distributors or manufacturers first for consideration of terms.

Company Name Contact Name

Address Account

Company Name Contact Name

Address Account

Company Name Contact Name

Address Account

BANK REFERENCES (MINIMUM ONE REQUIRED)

Bank Name Contact Name

Branch Address Account #

Branch Phone # Branch Fax

Account Type Checking Savings

Bank Name Contact Name

Branch Address Account #

Branch Phone # Branch Fax

Account Type Checking Savings



BathingBrands
Revolutionize Your Brand with Bathing

DEALER APPLICATION

5. APPLICANT AGREEMENT and RELEASE FORM

By signing this credit application/agreement, the individuals executing this Application below on behalf of the Buyer, individually and personally, represents and warrants to Bathing Brands, Inc. that 1) he/she is authorized to execute this Application on behalf of the Buyer; 2) the information set forth in this Application is accurate and complete; 3) Buyer agrees that the prevailing party in any proceeding to enforce this Guarantee or to resolve a dispute with Bathing Brands, Inc. will be entitled to recover its costs, including attorneys' fees, collection agency fees from the other party; and 4) any legal action brought by Buyer will be in the jurisdiction of Illinois, and Buyer hereby submits to the jurisdiction of said courts. The laws of the State of Illinois apply.

Buyer agrees to pay interest on any unpaid purchases, beginning 30 days after the payment due date, at the rate of 1.5% per month: 18% per annum, or the maximum judicial rate, whichever is less. Buyer agrees to pay \$20.00 for each check issued by Buyer to Bathing Brands, Inc. which is returned to Bathing Brands, Inc. unpaid or marked NSF. In signing this Application, Buyer agrees to all of the above and hereby grants permission for credit information to be verified by company(ies) and financial institution(s) that the Buyer has specified on this document and others that Bathing Brands, Inc. becomes aware of during the credit review process and from time to time. The undersigned also understands that Bathing Brands, Inc. will retain this Application as a continuing statement of the undersigned's financial position and situation until notified otherwise by the Buyer.

In order for Bathing Brands, Inc. to sell and to continue to sell to Buyer, Buyer hereby represents and warrants that it is solvent and that it pays its obligations as they become due. The preceding representation and warranty will be deemed to be repeated in each purchase by Buyer.

Faxed documents will be deemed as original. No oral agreements will be accepted. The terms on the credit application/agreement overrides all others.

PERSONAL GUARANTEE The individual(s) by signing this credit application/agreement is executing the Application on behalf of the Buyer and personally guarantees, and agrees to be personally liable for failure of the performance by Buyer of any and all of Buyers' obligations under this Application with Bathing Brands, Inc., including timely payment of any and all sums due to Bathing Brands, Inc.. The personal guarantee also applies in the event that the Buyer declares Bankruptcy or applies for Bankruptcy protection.

Printed Name and Title

Signature

Owner, Partner, or Corporate Officer

Date

Printed Name and Title

Signature

Owner, Partner, or Corporate Officer

Date



I confirm that the statements above are true and accurate to the best of my knowledge and belief, and that the exhibits are unaltered copies of the records described, with personal and pricing details blacked out where noted.

Signed:  _____

Name: Brook Hiddink

Date: September 22, 2026