

EXHIBIT “D”

INTERIM CEO
MARCH 1, 2022
CONSULTING AGREEMENT

This Consulting Agreement (the “Agreement”) is entered into the date set forth on the signature page by and between CareGard Warranty Services Inc., a Texas Corporation on behalf of itself and all of its affiliates (“CareGard” or “Company”) having its principal place of business 1900 Champagne Boulevard, Grapevine, Texas 76051; Due Figlie LLC a Wyoming Limited Liability Company with its address 125 S King Street 2A, Jackson, Wyoming 83001-1045 (“Due Figlie”) and Shawn Lucas, the Interim CEO of 1Basket currently a division of AFG Companies (“Interim CEO”). The parties agree as follows:

1. **Services.** The Interim CEO has completed a wide array of successful business engagements affording him the laser vision needed to cross industries, tackle multiple challenges, and positively impact CareGard’s business quickly. The Interim CEO is accountable for results and without the cost to Company for benefit packages, long term contracts, severance, and other perks associated with a full time hire. Instead the focus is on solving challenges immediately, so CareGard can realize a positive financial impact. The Interim CEO will act as a tactical, strategic help, advisor and mentor to the Company and provide advice and assistance to the Company related to the Development, Marketing and Customer Support of 1Basket, Tronix and CareGard. Interim CEO shall assist Company in seeking and providing corporate guidance, including, but not limited to, corporate advice, strategy, general mentoring and advice on the 1Basket, Tronix and CareGard products. Interim CEO will work directly with Wright Brewer regarding 1Basket, CareGard and Tronix to provide the following:

- a.) Finalize the 1Basket App features with Ismael and Travis, content and function (technical documentation).
- b.) Finalize wire frames of 1Basket for product launch no later than March 15, 2022 so that a product launch of May 31, 2022 is achievable.
- c.) Finalize Agreement, Integration and launch with South East Toyota and CareGard including 1Basket for Lifetime Limited Warranty of batteries and CV Axles.
- d.) Introduce Company to Cox Automotive, CarNow and other relationships at NADA 2022 in Las Vegas for potential partnerships.
- e.) Introduce new OE’s (original equipment manufacturer), distributors and dealers to CareGard, 1Basket and Tronix.
- f.) Finalize legal structure of entities with Wright as quickly as possible.
- g.) Finalize by March 10, 2022 – Sales, Marketing, Customer Support organization chart, processes and work flow to streamline company performance and review in Las Vegas at NADA.
- h.) Finalize security compliance of AFG Companies, CareGard and 1Basket with OE’s and major automotive groups.

2. **Compensation.** Interim CEO, shall receive a total of Sixty Thousand Dollars (\$60,000.00) payable as follows:

- a. On or before March 1, 2022, the amount of Twenty Thousand Dollars (\$20,000.00).
- b. On or before April 1, 2022, the amount of Twenty Thousand Dollars (\$20,000.00).
- c. On or before May 2, 2022, the amount of Twenty Thousand Dollars (\$20,000.00)

Due Figlie or assigns will also receive an “Agent Fee” up to \$1.00 for all new business brought to CareGard Warranty Services. This fee will be negotiated between Wright Brewer, Company CEO, and Shawn Lucas, Interim CEO on a case by case basis, as product margins warrant.

Company and Due Figlie agree to negotiate in good faith both founder shares of Tronix/1Basket and milestone equity compensation up to 20%, as agreed to in writing by Wright Brewer and Shawn Lucas.

All payments due and payable will be sent wire or ACH to the bank account directed by Interim CEO.

3. **Term and Termination.** The term of this Agreement shall commence on March 1, 2022 and terminate on May 31, 2022, without further obligation or liability by either Party. However, the obligations of paragraphs 5, 7 and 8 below shall survive termination of this Agreement.

- a) Company and Interim CEO will work on an employment agreement for Interim CEO to become the permanent CEO of 1Basket by June 1, 2022 should both Parties mutually agree on the terms including the equity and compensation plan.
- b) Interim CEO will fly to Dallas Texas as needed to meet with the AFG development team and CareGard marketing team. Interim CEO will listen and learn how the AFG development team currently conducts business. Company will reimburse Interim CEO for reasonable Accommodations (Hotel, Airbnb etc.), Transportation (Rental Car, UBER etc..) Airfare, and meals from November 2021 through May 31, 2022. Company will also reimburse Interim CEO for all reasonable expenses to attend the NADA in Las Vegas March 10-14, 2022.

4. **Interim CEO.** Interim CEO’s relationship with the Company will be that of an independent contractor and not that of an employee. Interim CEO will not be eligible for any employee benefits, nor will the Company make deductions from payments made to Interim CEO for employment or income taxes, all of which will be Interim CEO’s responsibility. Interim CEO will have no authority to enter into contracts that bind the Company or create obligations on the part of the Company without the prior written authorization of Wright Brewer which can be in the form of email or text message.

5. **Nondisclosure of Confidential Information.**

- a. **Agreement Not to Disclose.** Interim CEO agrees not to disclose or use, in any manner, any Confidential Information (as defined below) disclosed to Interim CEO by the Company for Interim CEO’s own use or for any purpose other than to carry out discussions concerning, and the undertaking of, the Services. Interim CEO agrees to take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the Company in order to prevent it from falling into the public domain or the possession of persons other than agents of the Company or persons to whom the Company consents to such disclosure. Upon request by the

Company, any materials or documents that have been furnished by the Company to Interim CEO in any manner in connection with the Services shall be promptly returned by Interim CEO to the Company.

b. **Definition of Confidential Information.** “Confidential Information” means any information, technical data or know-how (whether disclosed before or after the date of this Agreement), including, but not limited to, information relating to business and product or service plans, financial projections, customer lists, business forecasts, sales and merchandising, human resources, patents, patent applications, computer object or source code, research, inventions, processes, designs, drawings, engineering, marketing or finance to be confidential or proprietary or which information would, under the circumstances, appear to a reasonable person to be confidential or proprietary. Confidential Information does not include information, technical data or know-how that: (i) is in the possession of Interim CEO at the time of disclosure, is currently known by Interim CEO through industry experience or knowledge obtained by Interim CEO or shown by Interim CEO’s files and records immediately prior to the time of disclosure; or (ii) becomes part of the public knowledge or literature, not as a direct or indirect result of any improper inaction or action of Interim CEO. Notwithstanding the foregoing, Interim CEO may disclose Confidential Information with the prior written approval of the Company or pursuant to the order or requirement of a court, administrative agency or other governmental body.

6. **No Rights Granted.** Nothing in this Agreement shall be construed as granting any rights under any patent, copyright or other intellectual property rights of the Company, nor shall this Agreement grant Interim CEO any rights in or to the Company’s Confidential Information, except the limited right to use the Confidential Information in connection with the Services.

7. **Assignment of Intellectual Property.** To the extent that Interim CEO jointly or solely conceives, develops or reduces to practice any new inventions, original works of authorship, trademarks, service marks, trade dress, developments, concepts, know-how, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws or other intellectual property which would be deemed to be Confidential Information of the Company (collectively, “Intellectual Property”) which clearly relates to the Company’s business or technology and has been created by the Interim CEO solely or jointly in the course of the performance of Services relating to the Company, Interim CEO hereby acknowledges that it is “work made for hire” for the benefit of the Company and hereby assigns all rights, titles and interest to such Intellectual Property to the Company.

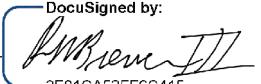
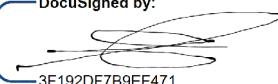
8. **Duty to Assist.** As requested by the Company and only with respect to Intellectual Property created by Interim CEO for the Company as provided in paragraph 7 above, Interim CEO shall take all steps reasonably necessary to assist the Company in perfecting, obtaining and enforcing in its own name any such Intellectual Property right.

9. **No Conflicts.** Interim CEO represents that Interim CEO’s compliance with the terms of this Agreement and provision of Services hereunder will not violate any duty which Interim CEO may have to any other person or entity (such as a present or former employer), and Interim CEO agrees that Interim CEO will not do anything in the performance of Services hereunder that would violate any such duty. The

Company agrees not to request that the Interim CEO do anything illegal or that would break Local, State or Federal Law or violate any rights of other third parties. In addition, Interim CEO agrees that, during the term of this Agreement, Interim CEO shall promptly notify the Company in writing of any direct competitor of the Company which Interim CEO is also performing services. It is understood that in such event, the Company will review whether Interim CEO's activities are consistent with Interim CEO remaining as an Interim CEO of the Company.

10. **Miscellaneous.** Any term of this Agreement may be amended or waived only with the written consent of the parties. So long as Interim CEO continues to serve as an Interim CEO to the Company, Interim CEO hereby consents to the Company including Interim CEO's name on its marketing materials, Web site or private placement memo, or offering materials as an Interim CEO of the Company. This Agreement, including any schedules hereto, constitute the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Texas, without giving effect to the principles of conflict of laws. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned agree to and have executed this Agreement as of March 1, 2022.

<u>Company</u>	<u>Interim CEO</u>
<p>By:  DocuSigned by: 3F01CA52FF6C415...</p> <p>Name: CareGard Warranty Services Inc.,</p> <p>Address: 1900 Champagne Boulevard Grapevine, Texas 76051</p> <p>Date: 3/1/2022</p>	<p>By:  DocuSigned by: 3F192DF7B9EF471...</p> <p>Name: Shawn Lucas</p> <p>Address: 2112 Huntington Lane #B Redondo Beach, CA 90278</p> <p>Date: 3/1/2022</p>
	<p>Due Fagle LLC DocuSigned by: By:  DocuSigned by: M EF50C9C7798D48F...</p> <p>125 S King Street 2A Jackson, Wyoming 83001-1045</p> <p>Date: 3/1/2022</p>