

EXHIBIT D

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is made the 15th day of June, 2021 ("Effective Date"), by and between MMLSJAJK Inc., a Rhode Island Corporation with a place of business located at 431 MAIN ST, EAST GREENWICH RI 02818 ("Company") and US VALET, INC., a Massachusetts corporation with a place of business located at 17 COCASSET ST STE 3-5, FOXBORO MA 02035 ("Service Provider"). Company and Service Provider are collectively referred to as the "Parties" and individually referred to as a "Party."

WHEREAS, Company desires to engage Service Provider as an independent contractor in connection with certain projects and services ("Services") to be described in Statements of Work ("SOW(s)") signed by both Parties and incorporated by reference into this Agreement,

NOW THEREFORE, in consideration of the mutual promises in this Agreement, the Parties agree to the following terms:

1. TERM AND TERMINATION

1.1. Term. The term of this Agreement shall commence on the Effective Date and shall continue for one (1) year ("Initial Term"). If prior to the expiration of the Initial Term or any renewal terms, either Party is not in default, then this Agreement shall automatically renew for successive one (1) year terms, except in the event where either Party seeks to terminate the Agreement, which in such instance terminating Party shall serve written notice to the other Party at least thirty (7) days prior to expiration of the Initial Term, or thirty (30) days prior to expiration of any renewal terms. Termination of any or all SOWs shall not constitute a termination of this Agreement or any other SOW unless specifically agreed to in writing by both Parties.

1.2. Termination. In the event of a default by one Party, the other Party may terminate this Agreement or any SOW if the defaulting Party fails to cure such default within thirty (30) days after receipt of notice of such default. This Agreement shall terminate automatically in the event that Service Provider is not able to meet its debts as they become due, becomes insolvent, or files for bankruptcy protection.

If this agreement is amended, modified, or terminated for any reason whatsoever, it is an affirmative obligation of both parties to notify the Town, via the Town Clerk, within 10 days of notice of amendment, modification, or termination or within ten days of the amendment, modification, or termination itself, whichever is sooner. Failure to do so shall be deemed a violation of the Zoning Ordinance and Victualing, Alcoholic Beverage, and Entertainment Licenses (as may be applicable).

1.3. Payment upon Termination. Upon termination by either Party, Company shall pay Service Provider for all costs incurred prior to notice of such termination as specified in the SOW for completed and delivered Work Product (as defined below). Company shall not be required to pay for any Work Product that has not been completed or delivered to the Company.

2. SERVICES AND SCOPE OF WORK

2.1. Services; Changes to Scope. Service Provider shall perform the Services in accordance with the specifications and work schedule set forth in each SOW. Upon consultation with Service Provider or by written notice, Company may request reasonable changes to the SOW. Service Provider shall notify Company within ten (10) days in writing of its acceptance or rejection of the request. Any resulting change to the SOW will be agreed in writing by both Parties.

3. PRICE AND PAYMENT TERMS

3.1. Price. The SOW shall set forth the price and payment schedule for the Services. Company will not pay

expenses except as set forth in the SOW or otherwise agreed in writing. Service Provider shall be responsible for any applicable taxes and duties payable by Service Provider on the goods or services used or consumed by Service Provider in selling the Services. Company will pay any applicable taxes directly related to the purchase of the Services, excluding taxes based on Service Provider's service.

- 3.2. Invoices; Payment Terms. Company will pay invoices by credit card to be kept on file by Service Provider on a NET 7 weekly schedule upon receipt. A late fee of 0.5% per week will be added to all past due invoices.

4. RELATIONSHIP OF THE PARTIES

- 4.1. Independent Contractor. The relationship of Service Provider to Company shall at all times be one of independent contractor, and neither Party shall be or represent itself to be an employee, agent, representative, partner or joint venture of the other, nor shall either Party have the right or authority to assume or create any obligation on behalf of or in the name of the other or to otherwise act on behalf of the other. Service Provider shall be solely responsible for any benefits, taxes, statutory obligations, workers compensation, and other obligations due to employees and permitted subcontractors of Service Provider. No contract of employment, partnership, joint venture or any other relationship except that of independent contractor shall be deemed to exist between the Parties. Title to Company Property shall remain with Company.
- 4.2. Subcontractors. Service Provider may not subcontract its obligations under this Agreement without the prior written consent of Company.
- 4.3. Representatives. In the SOW, each Party will designate a representative authorized to act on its behalf with respect to the Services ("Representative") who will be responsible for ensuring cooperation between the Parties and its own project staff including furnishing information required to complete the Services. Service Provider must provide Company with prior written notice of a change in Representative and is not permitted to replace its Representative with someone at a lower management level without Company's advance written approval.
- 4.4. Non-Solicitation of Employees. Company covenants and agrees that during the term of this Agreement and for twenty four (24) months after the termination thereof, Company will not, directly or indirectly, on its own behalf or on behalf of or in conjunction with any person or legal entity, recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any employee of the Service Provider with whom Company had contact during the time(s) the Agreement is in effect.

5. CONFIDENTIALITY; INFORMATION SECURITY

- 5.1. Designation of Confidential Information. "Confidential Information" shall mean any non-public or trade secret information including, but not limited to, economic and business information, know-how, drawings, designs, intellectual property, marketing studies and plans, analyses, specifications, reports, client lists, financial data or other business records disclosed to the other Party incidental to this Agreement, including the Work Product produced hereunder. Notwithstanding the foregoing, Confidential Information excludes information which (a) was in the public domain at the time of disclosure, (b) becomes public knowledge through no fault of the recipient Party; (c) was in the recipient Party's possession prior to receipt from the disclosing Party; (d) is lawfully acquired by recipient Party from a third party without an obligation of confidentiality; or (e) was independently discovered or developed by the recipient Party without reference to or knowledge of the Confidential Information. When either Party discloses Confidential Information as set forth in this Agreement said disclosing Party

shall be referred to as the "Disclosing Party," and when the other Party receives such Confidential Information said recipient Party shall be referred to as the "Recipient Party."

2

- 5.2. Non Disclosure of Confidential Information. Neither Party may use Confidential Information except in performance of this Agreement. Except as provided in this Agreement, neither Party may disclose Confidential Information to anyone without the other Party's prior written consent, provided, however, that Company may share Confidential Information with its Affiliates as necessary hereunder, who shall be considered third party beneficiaries with respect to this Agreement. Each Party will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of the other Party's Confidential Information, including, at a minimum, those measures it takes to protect its own Confidential Information.
- 5.3. Information Security. Service Provider will comply with all applicable information security laws, regulations and industry standards in performance of the Services, including, without limitation, (a) the Payment Card Industry Data Security Standard (PCI DSS), (b) HIPAA (45 CFR § 160.103); and (c) Gramm-Leach-Bliley Act (15 U.S. C, Subchapter 1 § 6809(4)). Service Provider will immediately notify Company of any suspected or known breach of information security, and will use its best efforts to stop immediately any suspected or known unauthorized access or use of such information. If Service Provider directly or indirectly in any form whatsoever receives, transmits or retains any credit or debit card data for any reason, Service Provider will employ safeguards that, at a minimum, comply with Company's policies and the PCI-DSS.
- 5.4. Compelled Disclosure. Recipient Party may disclose Confidential Information as required to comply with orders of governmental jurisdiction over it, if Recipient Party (a) gives Disclosing Party prompt written notice so that the Disclosing Party may seek a protective order or other appropriate remedy or approve the disclosure, as appropriate, (b) discloses only such Confidential Information as it is legally required to disclose, and (c) uses its best efforts to obtain confidential treatment for any Confidential Information so disclosed.
- 5.5. Injunctive Relief. The Parties acknowledge that a breach of any of the confidentiality obligations in this Agreement may cause irreparable harm to the other Party and its business, as to which monetary damages may be difficult to ascertain or an inadequate remedy. Each Party agrees that the other Party shall have the right, in addition to its other rights and remedies, to seek injunctive relief for any violation of confidentiality obligations in this Agreement. Recipient Party shall immediately notify Disclosing Party in writing of any breach or threatened breach of these confidentiality obligations of which it becomes aware, and shall provide all reasonable assistance and cooperation to Disclosing Party as Disclosing Party may request in its efforts to regain possession and control of the Confidential Information and to prevent further unauthorized use.
- 5.6. Return of Confidential Information. Upon receipt of a written request from Disclosing Party or termination of this Agreement, Recipient Party shall return to Disclosing Party any and all Confidential Information it received from the Disclosing Party, or at the Recipient Party's option, destroy such Confidential Information.

6. INDEMNITY; LIMITATION OF LIABILITY; INSURANCE

- 6.1. Indemnification. Service Provider agrees to indemnify, defend, and hold Company (and its Affiliates and each of their officers, directors, members, employees, representatives, and agents and the like) harmless from and against all claims, losses, liabilities, costs, damages and expenses (including but not limited to, attorneys' fees and disbursements and amounts paid in settlement) in connection with, directly or

indirectly arising from, this Agreement, including but not limited to (a) any claim of infringement of any party's intellectual property rights, (b) Service Provider's breach of this Agreement, and (c) any damage to person, property or reputation arising from Service Provider's acts or omissions. Company shall maintain the authority to hire its own counsel to monitor the claim.

6.2. Limitation of Liability. In no event, regardless of cause, shall either Company or any of Company's affiliates, employees, representatives, officers, directors, contractors or subcontractors be liable to 3
USV 11-15-16

Service Provider for indirect, special, incidental, consequential or exemplary damages.

6.3. Insurance. Service Provider shall procure and maintain appropriate insurance coverage meeting or exceeding the requirements set forth on Exhibit B, in addition to other legal requirements. Service Provider makes no representation that such insurance coverage is adequate for Company and Service Provider is solely responsible for maintaining adequate insurance. The obligation of Service Provider to provide insurance shall not limit in any way the liability or obligations assumed by Company.

7. MISCELLANEOUS

7.1. Notice. All notices, demands and other legal communications relating to this Agreement shall be in writing and sent to the designated address listed below with a copy by e-mail and shall be deemed to have been duly given three days after deposit sent by U.S. first-class mail, certified, return receipt, by express delivery courier service with acknowledgment of receipt.

If to Company:	If to Service Provider:
	US Valet, Inc.
	110 Main Street STE 305
	East Greenwich, RI 02818
	Attn: Jason Winpenny
	e-mail: jasonwinpenny@gmail.com
	With a copy to: Legal Department
	e-mail: jwinpenny@usvalet.com

7.2. Force Majeure. Neither Party shall be liable for failure to perform or delay in performance hereunder if such failure or delay is due to fire, storm, flood, war, embargo, or any act of God or other cause or contingency beyond such Party's reasonable or foreseeable control. The Party claiming the force majeure event shall use its best efforts to mitigate the effects of such event and resume performance as soon as reasonably practical. Company may, without obligation or liability to Service Provider, purchase services from another service provider until Service Provider is able to resume performance of its obligations hereunder.

7.3. Assignment. This Agreement may not be assigned or transferred in any manner by Company without the prior written consent of Service Provider in its sole discretion. Any approved assignment or transfer requires that the assignee or transferee agree in writing to be bound by the terms of this Agreement, but does not relieve Company of its obligations under the same, unless otherwise agreed in writing. This Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors

and assigns.


- 7.4. Waiver. Any waiver by either Party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition, unless such is expressed in writing and signed by the Party to be bound.
- 7.5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode without regard to the principles of conflicts of law.
- 7.6. Conflicts among Provisions. In the event of conflicts among provisions contained in this Agreement, the Exhibits, any SOW, or any other agreement between the Parties, this Agreement shall control.
- 7.7. Counterparts; Facsimile Signature. This Agreement, including any SOWs referencing this Agreement, may be executed in counterparts and by facsimile or electronic signatures, each of which shall be deemed an original and all of which shall constitute one and the same original agreement.

4

- 7.8. Survival. The provisions of Sections 5 and 7 shall survive the termination of this Agreement.
- 7.9. Severability. If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such portion shall be severed from the remaining parts of this Agreement, and such holding will not affect the validity and enforceability of any other provision of this Agreement.
- 7.10. Entire Agreement. This Agreement, the Exhibits and any SOW referencing this Agreement and signed by the Parties constitute the entire Agreement between the Parties and supersede all prior and contemporaneous negotiations, agreements, proposals and understandings of the Parties related to the Services. In no event shall the preprinted terms or conditions found on any Service Provider invoice, sales acknowledgment or work order be considered an amendment or modification of this Agreement, even if such documents are signed by representatives of both Parties. Such preprinted terms or conditions shall be considered null and of no effect. This Agreement may not be amended except by mutual written consent.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective

Date. US VALET, INC. MMLSJJK Inc

Sig:  Title: MMLSJJK inc. President/owner Date: 6/15/2021


Sig:  Title: President/US VALET INC. Date: 6/15/2021

Exhibit A

Statement of Work

This Statement of Work ("SOW"), dated June 15, 2021, is attached to and made part of the Master Services Agreement ("MSA") between MMLSAJK Inc. ("Company") and US VALET, INC. ("Service Provider"). The terms of the MSA shall govern this SOW.

SERVICE LOCATION:

431 Main St, East Greenwich, RI 02818

Service Provider responsibilities:

Service Provider will be responsible for providing a first-class parking and customer service operation to Company at the schedule and staff levels requested by Company.

Service Provider will be responsible for all scheduling and management of attendants on a weekly basis. Contractor Fee is as follows:

1. Company shall pay Service Provider a fee of \$45.00 per valet attendant per scheduled shift.
2. Service Provider will furnish insurance coverage, uniforms, and miscellaneous supplies. Service Provider will request approval by Company on any purchase order for additional location-specific equipment (podiums, cones, access control equipment, electronics, etc) necessary to perform service to Company's specifications. This purchase order will be fulfilled by Service Provider upon approval and reimbursed by Company as an attachment to the weekly invoice.
3. Service Provider shall bill Company and process payment weekly by credit card beginning upon initial commencement for the services performed on a Monday through Sunday service schedule.

Company responsibilities:

Company will permit Service Provider due process in resolving any and all vehicle damage claims and incident reports. Service provider assumes no liability for damage presented after a customer's vehicle has exited the service location. Service provider assumes no liability for damage occurring outside the scheduled service hours.

IN WITNESS WHEREOF, the Parties have executed this SOW as of the date first written above.

US VALET, INC. MMLSAJK Inc

Sig: Angel Wimpenny Title: President/owner Date: 6/15/2021

Sig: [Signature] Title: President/US VALET INC. Date: 6/15/2021

Exhibit B

Insurance Requirements

Service Provider will name MMLSAJK Inc as additional insured on Service Provider's general liability (GL) and garage keeper's (GKLL) policies.

Service Provider will maintain coverage meeting or exceeding the example below: