



Consulting Services Agreement

Scott Friedman
In-house Counsel
Shannon Gibbons
Head of HR
Ethos Veterinary Health
Project:
Northeast Indiana Veterinary Emergency & Specialty Hospital
5818 Maplecrest Rd
Fort Wayne, IN 46835

May 7, 2024

Definition of Parties: This consulting services agreement is made on May 7, 2024, by and between Rebecca Bannon-Heightened Solutions (“Consultant”), LLC, P.O. Box 535, Anaconda MT 59711, and Ethos Veterinary Health-Project: Northeast Indiana Veterinary Emergency & Specialty Hospital, 5818 Maplecrest Rd, Fort Wayne, IN 46835 (“Client”).

Purpose of Agreement: Client desires to engage the Consultant and the Consultant wishes to perform such desired services for the Client, subject to and in accordance with, the terms and conditions of this Agreement.

The parties agree to the following:

1	Services	The Consultant agrees to provide the Client with consulting services as agreed to by the parties.
2	Confidentiality	The parties mutually agree that all aspects of this Agreement and any subsequent communications shall be kept between the parties. Furthermore, the consultant will not release, share, or disseminate any information on the operations, trade secrets, business dealings or any other information deemed confidential by the Client. Such information includes information treated as confidential by Client and its affiliates, including without limitation information pertaining to their clients, pricing, marketing, finances, personnel and other confidential information of Client and its affiliates, in any form or medium. This paragraph does not prevent disclosure of confidential information as required by applicable law or regulation, without exceeding any such requirement.
3	Professional Fees	Fees for services are billed monthly at an agreed upon rate. Travel time from Consultant location to Client location and Client location to Consultant location will be billed at half the standard hourly rate and will be maxed at 8 hours. Other required travel will be billed at the standard hourly rate. There is a minimum of 8 hours charged for all days the consultant is on site.



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4	Retainer	<p>An initial retainer of \$10,000 (Ten-Thousand Dollars) is due at the beginning of the project and upon execution of this agreement. This retainer will be held and credited against the first invoice.</p> <p>Please mail payment of the initial retainer to Heightened Solutions, LLC, Rebecca Bannon, P.O. Box 535, Anaconda, MT 59711. As a convenience, the check may be given to the consultant during the first on-site visit. A completed W-9 is attached for Accounts Payable processing.</p>
5	Expenses	<p>All fees are exclusive of necessary and ordinary travel expenses and miscellaneous expenses specific to client work. Direct expenses may include but are not limited to:</p> <ul style="list-style-type: none"> Per diem (\$80/day) Airfare Hotel Rental car or ground transportation Fuel for rental car Personal vehicle mileage (at current IRS rate) Tolls Airport parking Resources, postage, shipping, copying
6	Intellectual Property	<p>a. Consultant Intellectual Property: Client shall not retain any rights in Consultant's intellectual property as a result of this Agreement.</p> <p>b. Client Intellectual Property: Consultant shall not retain any rights to Client's intellectual property as a result of this Agreement.</p>
7	Definition of Relationship	<p>This Agreement does not imply or create any joint venture, partnership, agency, or joint employment relationship between the parties.</p>
8	Non-Exclusive Service	<p>Client acknowledges that Consultant's services hereunder shall be non-exclusive. Consultant may engage in any business or provide services to any party, without regard to whether such businesses or services may be similar to or compete with the businesses of the Client or the services to be provided hereunder.</p>
9	Terms of Payment	<p>Consultant agrees to provide the Client with timely monthly invoices. All invoices are due and payable upon receipt. The Client agrees that a 2.5% finance charge will be assessed monthly on any outstanding balance after 30 days from the invoiced date, unless otherwise negotiated.</p>



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10	Disclosures	Each party agrees to abide by applicable laws and regulations related to the release and disclosure of services hereunder. Consultant agrees to provide separate invoices for any consultant services that are not reportable under the Labor-Management Reporting and Disclosure Act ("LMRDA").
11	Disputes	This Agreement is to be governed by and construed in accordance with the laws of the State of Montana. Further, the parties agree to resolve any disputes arising out of this Agreement through good faith discussions. In the event good faith discussions are unable to resolve disputes the parties agree to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Any judgement awarded by an Arbitrator shall be final.
12	Indemnity	Consultant will defend, indemnify, and hold harmless Client and its affiliates and their officers, directors, employees, agents, successors, and assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from: (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from Consultant's acts or omissions; and (b) Consultant's breach of any representation, warranty, or obligation under this Agreement.
13	Severability	If any portion of this Agreement shall be determined to be null and void by operation of law, the remaining portions of the Agreement shall remain in full force and effect.
14	No Modifications	No modification or amendment hereof shall be of any force or effect unless in writing and executed by both parties.
15	Term of Agreement	This Agreement shall commence on the execution date hereof and shall continue thereafter until terminated. Client or Consultant shall have sole discretion to terminate this agreement by giving each other a written notice of termination ("Termination Notice").



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Signatures:

Heightened Solutions, LLC

5/7/2024

Name: Rebecca Bannon

Date

Title: Owner

**Ethos Veterinary-Northeast Indiana Veterinary Emergency &
Specialty Hospital**

Name:

Date

Title: