



## Sangalang & Gaerlan, Business Lawyers

Date: \_\_\_\_\_

Client Name: \_\_\_\_\_

Contact Details: \_\_\_\_\_

\_\_\_\_\_

Re : **SERVICE AGREEMENT**  
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Gentlemen:

We, **Sangalang & Gaerlan, Business Lawyers**, hereby confirm our availability to act as your **BUSINESS AND LABOR LAW CONSULTANTS** under the following **ESSENTIAL TERMS and CONDITIONS**:

### 1. Hourly Professional Fee:

- We specialize in business and labor laws.
- Our professional fee (PF) for our legal services is **PhP5,000.00** per billable hour of Atty. Apollo X.C.S. Sangalang; **PhP4,000.00** per billable hour of Atty. Marvyn A. Gaerlan; and **PhP3,000.00** per billable hour of the other Attorneys of our Firm who work in close coordination with Attys. Sangalang and Gaerlan.
- To know more about the legal services that we offer, please contact us via email: [contact@paladinslaw.org](mailto:contact@paladinslaw.org) or [services@paladinslaw.org](mailto:services@paladinslaw.org). We also encourage you to visit our website: [www.paladinslaw.org](http://www.paladinslaw.org).
- Aside from our legal services, we also offer educational services (i.e. training, mentoring, coaching, and resource speaking services). Contact us for our rates.
- For details, please read our **General Terms and Conditions (ANNEX A)**.

### 2. Negotiated Fixed Professional Fee (in lieu of Hourly Fee):

- Instead of the above hourly PFs, we may **negotiate** fixed PFs for any of our legal services, which includes: contracts and agreements; business registration; foreign investment; corporate secretary and resident agent; property acquisition and transfer; work visa and alien employment permit; trademark; taxation; document review; compliance audit; due diligence; company policies; employee investigation and discipline; negotiation, representation, mediation, arbitration and litigation (in criminal, civil, administrative and labor cases); etc.
- Our services may also be availed of through a **Retainer Agreement**, with **fixed monthly** retainer fee (RF), which starts at **PhP20,000.00** for our **corporate counsel services**. Our RF is negotiable depending on the **Scope of Work**.
- If PFs have NOT been negotiated and fixed, then the default rate for our legal services shall be our hourly PFs mentioned above.

**3. Success Fee:**

- This PF applies only when you engage us for negotiation, representation, mediation, arbitration and litigation services. It is in addition to our other PFs.
- Whenever, through our effort, you have actually realized, recovered, gained or saved any amount or value, then you shall pay us a Success Fee equivalent to **15%** of such amount or value. If the amount or value cannot be determined or estimated (or should you request for a negotiated Success Fee), then the Success Fee shall in no instance be less than **PhP35,000.00**.

**4. Out-of-pocket Expenses (OPEs):**

- On top of our PFs, we shall require you to reimburse our OPEs.
- Whenever proper, we shall also require you to deposit an appropriate amount for the OPEs we expect to incur in connection with the services you requested.
- Except for **Tariff**, OPEs are based on the actual costs and expenses that we have incurred in rendering our services (plus Value Added Tax, if necessary).
- Our Attorneys and Paralegals shall charge you fixed **Tariff** instead of the actual cost and expenses of travel and transportation. **Tariff** takes into account the wear and tear of our motor vehicles, as well as time in traffic, among other factors.
- To see the list of reimbursable OPEs as well as our **Tariff Schedule** and other details, please read **ANNEX A**.

**5. Integrity:**

- Our motto is **WIN With INtegrity**. Therefore, in rendering our services to you, we shall only recommend and implement winning strategies and solutions that are legal, ethical, moral and practical.

Should you find the foregoing terms acceptable, please sign on the space provided below and on each and every page, and then transmit to us a signed copy for our records. Thank you.

We **WIN With INtegrity**,



**APOLLO X.C.S. SANGALANG**

For the Firm

CONFORME:

Client Name: \_\_\_\_\_

By: \_\_\_\_\_

(Please print name of client and authorized signatory and then affix signature and date)

*NOTE: This Agreement has two (2) parts: the Essential Terms and Conditions and the General Terms and Conditions (ANNEX A). Please read them both. And please sign or initial all the pages of this Agreement. Thank you!*

## ANNEX A

### GENERAL TERMS and CONDITIONS

1. **Account Manager and Trusted Advisor:** An Attorney shall be assigned to you to serve as your Account Manager and Trusted Advisor, who, in turn, shall be in close coordination with Atty. Apollo X.C.S. Sangalang and/or Atty. Marvyn A. Gaerlan.
2. **Hourly Professional Fees:** Unless professional fees (PFs) have been negotiated and fixed, we shall bill you by the hour at the rate of **PhP5,000.00** per hour of billable work of Atty. Apollo X.C.S. Sangalang; **PhP4,000.00** per hour of billable work of Atty. Marvyn A. Gaerlan; and **PhP3,000.00** per hour of billable work of the other Attorneys of our Firm who work in close coordination with Attys. Sangalang and Gaerlan.

**NOTE:** Our reasonable travel time to and from our meeting place outside our office, or to and from the place (outside our office) where we are to render our service (e.g. courts), shall also be billable work, if such travel was upon your request or for your benefit. Reasonable waiting time shall also be treated in the same manner.

3. **Negotiated Fixed Professional Fees:** The negotiation and fixing of our PFs shall take into consideration the time spent or will be spent; the responsibility you placed upon our shoulders; the difficulty, urgency or importance of specific work or undertaking; the benefits to you of our accomplishments; the risk of success or failure; the wealth of expertise, experience, network and connections that we must tap into; and such other relevant factors.

As much as practicable, our negotiation and agreement concerning PFs shall be documented by way of an **ADDENDUM**, or at the very least, by way of email, chat or text exchanges to prevent any miscommunication or misunderstanding. For this purpose, we may send you a **Service Quotation (SQ)**.

4. **Out-of-Pocket Expenses (OPE):** All OPEs that we have incurred, or shall incur, for your benefit shall be for your sole account. OPEs refer to telecommunication expenses; postage and courier expenses; printing, scanning, and photocopying expenses; notary public fees; reasonable representation expenses; secretarial, clerical, stenographic, messengerial, and other miscellaneous expenses; travel and transportation expenses (based on the **TARIFF** schedule below), tollway fees and parking fees incurred in all work-related travel, or personal visits to your office or to various courts and government offices, or in meetings and conferences outside our office; as well as government fees and service fees paid to third parties, and the like.

*Metro Manila TARIFF Rates: PhP1,120.00 per Attorney or Paralegal (**add tollway fees and parking fees, if applicable**).*

*Provinces near Metro Manila TARIFF Rates: PhP2,240.00 within Bulacan, Rizal, Laguna, and Cavite; and PhP3,360.00 within Quezon, Batangas, Aurora, Pampanga, Bataan, Nueva Ecija, Zambales and Tarlac (**add meal and lodging expenses, tollway fees, and parking fees, if applicable**). This rate is per Attorney or Paralegal.*

*For other out-of-town trips: As per actual cost, which shall include all travel and (air, sea and land) transportation expenses, tollway fees, terminal fees, parking fees, meal and lodging expenses, and other necessary or incidental expenses that we may or have incurred for your benefit (plus VAT in certain instances).*

5. **Billing:** We shall send to you via email **Service Reports (SRs)** and/or **Statements of Account (SOAs)** after every service rendered, or after every billing period (which is every month for retainer fees).
6. **Payment Instructions:** You shall pay our professional fees and reimburse our OPEs by way of deposit to the bank account of **Sangalang & Gaerlan, Business Lawyers** within seven (7) calendar days from your date of receipt of our SR or SOA, without need for any follow-up, request, or demand. For retainer fees, you shall pay it in advance on or before the 5th day of each month. Time is of the essence.

You shall scan or photograph your deposit slip (indicating payor's name and tax identification number - TIN), and then email it to [billing@paladinslaw.org](mailto:billing@paladinslaw.org) so we can issue your official receipt.

If you insist that we pick up your payments and OPE reimbursements from your office, then we shall charge you for all the actual and incidental costs and expenses that we shall incur for the pick up.

**We are a general professional partnership (GPP). We are EXEMPTED from any Expanded Withholding Tax (EWT) as per tax laws and BIR regulations. Please DO NOT WITHHOLD any withholding tax from us.**

7. **Interest Charges:** Unpaid professional fees and unreimbursed OPEs shall be considered overdue **30 days** after the due date indicated in the SR or SOA. Overdue accounts shall bear **1% interest** per month.
8. **Effect of Non-Payment or Delayed Payment:** Aside from the interest charges above, any non-payment or unreasonable delay in the payment of our professional fees and in the reimbursement of our OPEs shall be a ground for either the immediate suspension of the delivery of our services or for the immediate termination of this Agreement. You shall receive a notice of suspension or termination, as the case may be.
9. **Credit Limit:** Notwithstanding the foregoing provisions, you shall have a credit limit of only **Php25,000.00**. The moment you exceed your credit limit, a policy of **“pay us first before we render any of our services”** shall be imposed. Note that your credit limit may be adjusted from time to time at our sole discretion.
10. **Conflict of Interest:** Professional ethics restricts us from accepting an engagement involving the prosecution or defense of your interests adverse to those of our other clients whom we currently represent or previously represented. In certain occasions, the conflict of interest may not be readily discernible at the time we accepted an engagement from a client. Accordingly, we are compelled to reserve the right to withdraw from the engagement should such conflict eventually develop or become apparent.

However, we may agree, on a case-to-case basis, to act as transaction counsel to reduce into the appropriate legal document the basic terms reached between you and our other client (or former client) without our partisan involvement.

11. **Privacy Policy:** This Agreement is governed by our Lawyer’s Oath and by our Code of Professional Responsibility, which state that communications pursuant to our lawyer-client relationship are privileged and strictly confidential. It is also subject to our Data Privacy Policy, which can all be found in our website.
12. **Amendments and Waivers:** Any amendment to this Agreement shall be valid only when in writing and signed by both parties. Moreover, only signed written waivers shall be binding and effective.

Should you find the foregoing terms acceptable, please sign on the space provided below and on each and every page, and then transmit to us a signed copy for our records. Thank you.

We **WIN With INtegrity**,



**APOLLO X.C.S. SANGALANG**  
For the Firm

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