

## **ADDENDUM**

### **NEGOTIATED RETAINER AGREEMENT FOR A SPECIFIC SCOPE OF WORK (BASIC LEGAL ADVISORY SERVICES)**

We, **Sangalang & Gaerlan, Business Lawyers**, hereby confirm our availability to act as your **RETAINED LEGAL ADVISERS** in consideration for the negotiated fixed monthly Retainer Fees of PhP10,000.00 +12% VAT (in lieu of our standard Hourly Professional Fee or PF) for the following **SCOPE OF WORK**:

- **QUICK LEGAL ADVISORY SERVICES (“HOTLINE”)**. We shall make ourselves available as your dedicated trusted advisors, and provide you with quick professional advice regarding your company’s issues and concerns in the fields of **LABOR LAW, CORPORATE LAW, AND OTHER BUSINESS-RELATED LAWS**. We shall convey to you our timely but carefully-thought of advice either: (1.) *verbally* through scheduled **brief** teleconferences, videoconferences, online meetings and/or short phone conversations/ video calls, or (2.) *in writing* through **short** email exchanges, texts/SMS, instant messagings and/or online chats. (**NOTE: The rendering of our quick expert legal advice does NOT require us to do extensive research, nor compel us to read or review thick or voluminous documents, nor draft or revise any document. Doing extensive legal research, reading or reviewing thick or voluminous documents, and drafting or revising documents shall be covered by separate agreements.**)

Frequency: **Unlimited (but within fair and reasonable circumstances)**.

- **PROACTIVE LEGAL EDUCATION SERVICES**. We shall exert our best effort to educate and inform you about any law, rule, regulation or jurisprudence that may affect your company in the areas of **LABOR LAW, CORPORATE LAW, AND OTHER BUSINESS-RELATED LAWS**. We shall deliver to you these services in various forms, primarily through online means (i.e. webinars, online open forums, online newsletters, email/chat advisories, podcasts, etc.) in order to assist your company become 100% legally compliant. In case of face-to-face or in-person learning events, we shall assess you only for the shared costs and expenses of the venues, equipment, meals, materials, etc. Attendance or participation is optional on your part.

Frequency: **Usually at least once (1x) a month**

**NOTE 1:** If the service you request from us is outside or beyond the above Scope of Work, then we shall bill you based on our Hourly PF and/or SF, as the case may be, unless we have a negotiated fixed PF/SF as per our Service Agreement (which is an integral part of this Addendum).

**NOTE 2:** One of our Law Firm **Partners** shall be assigned to serve as your **Account Manager** and **Trusted Advisor**. He/she shall be assisted and supported by a **Legal Team**. This Legal Team shall be in close coordination with **Atty. Apollo X.C.S. Sangalang**.

**As your RETAINED LEGAL ADVISERS, we shall exert our best effort to advise you on how to avoid or prevent unnecessary and expensive lawsuits and other legal risks, including incidents that may lead to regulatory compliance violations, especially in the fields of LABOR LAW, CORPORATE LAW AND BUSINESS-RELATED LAWS.**

**EFFECTIVE DATE:** This Addendum (re: Basic Legal Advisory Services Retainer Agreement) shall commence on \_\_\_\_\_ 2024.

You may end this Addendum anytime for whatever reason by sending to us a written notice of termination. Likewise, we may end this Addendum in the same manner. The effective date of termination is **30 calendar days** from the date of receipt of such written notice. Notice by email is acceptable.

The termination of this Addendum does not necessarily terminate our Service Agreement. But the termination of our Service Agreement necessarily terminates this Addendum. Such termination is without prejudice to the payment of any PF or reimbursement of any Out-of-Pocket Expenses or OPEs that you may still owe us.

You may also **upgrade** our Agreement.

**POSSIBLE UPGRADES / ADD-ON / ADDITIONAL SERVICES:**

***Daily/Weekly/Monthly/Quarterly Onsite and/or Online Meetings and/or Onsite Visits;***

***Corporate Secretary/ Assistant Corporate Secretary (and/or Resident Agent) Services;***

***Board Membership*** (in your company's Board of Directors/Trustees) Services;

***Committee Membership*** (in your company's committees):

Data Privacy Compliance / Data Protection Committee;

Occupational Safety & Health Committee;

Committee on Discipline / Committee on Decorum and Investigation;

Committee on Total Rewards (re: Compensation & Benefits);

Committee on Industrial Peace (re: Union-Related);

Tax Compliance and Savings Committee;

Contract Negotiation, Management and/or Review Committee.

Should you find all the foregoing terms and conditions acceptable (as well as all the terms and conditions in our enclosed **Service Agreement** and **General Terms and Conditions - Annex A**), 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 1: This Addendum is a supplement or attachment to our Service Agreement, consisting of the Essential Terms and Conditions and the General Terms and Conditions (ANNEX A). Please read them both.*

*NOTE 2: Please sign or initial all the pages of this Addendum including the Service Agreement. Thank you!*