

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 legal advisory services (“hotline”) 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 and/or billed based on our hourly fees.)

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) every quarter**

NOTE 1: If the service that 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 OTHER BUSINESS-RELATED LAWS.

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

You may either **end or suspend** this Addendum **anytime for whatever reason** by sending to us a written notice of termination or suspension. Likewise, we may end or suspend 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. Effective date of suspension (or reactivation) is immediate.

The termination or suspension of this Addendum does not necessarily terminate or suspend our Service Agreement. But the termination or suspension of our Service Agreement necessarily terminates or suspends this Addendum. Such termination or suspension 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 request an **upgrade** of this ADDENDUM by expanding our Scope of Work.

For additional retainer fees, we also offer the following services on a fixed monthly retainer basis: **(1.) corporate secretary, treasurer, and SEC compliance services; (2.) resident agent and country representative services; (3.) data privacy act advisory and compliance services; and (4.) occupational safety and health standards advisory and compliance services.**

Should you find all the foregoing terms and conditions acceptable (as well as all the terms and conditions in our enclosed **Standard 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**,

A handwritten signature in blue ink, appearing to be 'APOLLO X.C.S. SANGALANG', written over a horizontal line.

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!