

## ADDENDUM 1

### NEGOTIATED RETAINER AGREEMENT FOR A SPECIFIC SCOPE OF WORK

We, **Sangalang & Gaerlan, Business Lawyers**, hereby confirm our availability to act as your **RETAINED CORPORATE COUNSELS** in consideration for the negotiated fixed monthly Retainer Fees of Php20,000.00 (in lieu of our standard Hourly PF) for the **SCOPE OF WORK** described hereunder:

- **CORPORATE SECRETARY SERVICES.** We shall act as your Corporate Secretary or assist your designated Corporate Secretary in rendering routine or ordinary corporate secretary services; prepare routine or ordinary SEC reportorial documents, such as General Information Sheet; and prepare routine or ordinary minutes of meetings, board resolutions and secretary's certificates. **NOTE:** Any and all special or extraordinary services as Corporate Secretary or special or extraordinary assistance to your designated Corporate Secretary for corporate governance, securities regulation compliance, SEC reportorial requirements, minutes of meetings, board resolutions, and secretary's certificates, as well as assignment of shares and/or stock transfers, shall be subject to our Hourly Fees (unless covered by the Quick Advisory Services and Pro-Active Update Services below).

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

- **QUICK ADVISORY SERVICES.** 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 CORPORATE, BUSINESS AND LABOR LAWS. **NOTE:** The rendering of our quick expert 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. We shall convey to you our timely but carefully-thought of advice either: (1.) *verbally* through scheduled brief meetings and short phone conversations/ video calls, or (2.) *in writing* through short email exchange, text or instant messaging or online chat.

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

- **PRO-ACTIVE UPDATE SERVICES.** We shall alert you whenever we become aware of any law, rule, or jurisprudence that may affect your company in the areas of corporate, business and labor laws. We shall

deliver to you our pro-active updates in the form of online or email advisories, newsletters and/or alerts (including regular seminars on corporate, business and labor laws at minimal cost) in order to assist you in becoming 100% legally compliant.

Frequency: **Usually once a month (or as the need arises)**

**NOTE:** 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 unless we have negotiated a fixed PF for such services.

**As your RETAINED CORPORATE COUNSELS, 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 violation, especially in the fields of CORPORATE, BUSINESS AND LABOR LAWS.**

This Addendum (re: Corporate Counsel Service Retainer Agreement) shall commence on \_\_\_\_\_.

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 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 OPE that you may still owe us.

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 1: This Addendum is a supplement 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!*