

ADDENDUM

NEGOTIATED RETAINER AGREEMENT FOR BASIC DATA PRIVACY ADVISORY SERVICES

We, **Sangalang & Gaerlan, Business Lawyers**, hereby confirm our availability to act as your **DATA PRIVACY COMPLIANCE ADVISOR** in consideration for the negotiated fixed monthly Retainer Fee of PhP2,500 +12% VAT during the 1st three (3) months and PhP3,500 +12% VAT in succeeding months (in lieu of our standard Hourly Professional Fee or PF) for the following **SCOPE OF WORK**:

- **BASIC DATA PRIVACY ADVISORY SERVICES.** We shall act as your Data Privacy Compliance Advisor (or act as an adviser-assistant to your designated Data Protection Officer) in:
 1. rendering routine and/or ordinary data protection officer advisory duties, but shall not include preparation of legal documents, written communications or memoranda;
 2. review for submission routine and/or ordinary National Privacy Commission (NPC) reportorial requirements, such as the Annual Security Incident Report;
 3. providing legal advice on data privacy related matters via single designated communication channel (viber, FB Messenger, e-mail or WhatsApp).

In connection with the above basic services, we shall designate a lawyer from our law firm to advise and assist you. Your company must designate its official Data Protection Officer.

EXCLUSIONS / ADD-ONS:

1. Any and all special and/or extraordinary services as Data Protection Officer and/or as Corporate Counsel (or special and/or extraordinary advice/assistance to your designated Data Protection Officer / Compliance Officer for Privacy) in connection with but not limited to:
 - a. Data Privacy Protection Management Plan or Corporate Governance and/or related NPC regulations;
 - b. Registration of your Data Protection Officer with the National Commission;
 - c. Conduct of your Privacy Impact Assessments;
 - d. Drafting, review, revision or implementation of your Privacy Protection Management Plan;

- e. Drafting, revision or revision of your Data Privacy Manual or Data Privacy Policies;
- f. Drafting, review or revision of your Breach Management Protocols or conduct of Breach Drills;
- g. Preparation, documentation, notarization and safe-keeping of Data Privacy-related Agreements, and other related services usually performed by the lawyers or your Data Protection Officer;
- h. Transcription services, office secretarial/clerical and/or administrative assistant services, meeting support services, courier/ messengerial/ delivery services, and notarial/ notary public services;
- i. Representation, facilitation, correspondence, coordination, liaisons services;
- j. Extensive (legal) research services;
- k. Training services;

The above services are EXCLUDED from the coverage of our Basic Data Privacy Retainer Fee but may be rendered by us under separate agreements or under our Hourly Rates (+12% VAT) below.

2. Organizing, preparing, managing, coordinating, facilitating, notifying and/or attending **ACTUAL MEETINGS** (whether in-person or online) as outsourced services for your Data Protection Officer / Office are **INCLUDED SERVICES** but the actual time spent in rendering these services shall be billable separately based on our Hourly Rates (+12% VAT) as follows.

PhP5,000	- Atty. Apollo X.C. S. Sangalang
PhP4,500	- Atty. Marvyn A. Gaerlan
PhP3,000	- Atty. Nathalie L. Pattugalan CPA
PhP2,000	- Atty. Nadine D. Racelis
PhP500	- Ms. Mikee B. Escueta
PhP500	- Mr. Hendrie R. Arizala
PhP500	- Ms. Virginia D. De Guzman

3. Conduct of Privacy Impact Assessment (PIA) as outsourced services for your Data Protection Officer / Office are **INCLUDED SERVICES** but shall be billable separately based on the Professional Fees (+12% VAT) as follows:

Complex Data Processing System: PhP20,000.00 including interviews with at least two (2) process owners; An additional

stakeholder for PIA interview shall be subject to PhP5,000.00 plus 12% VAT professional fee.

Simple Data Processing System: PhP15,000.00 including interviews with at least two (2) process owners; An additional stakeholder for PIA interview shall be subject to PhP5,000.00 plus 12% VAT professional fee.

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

NOTE: All our Out-of-Pocket Expenses (OPE) are also excluded. They are for your account, and shall be billed separately for reimbursement as per our Service Agreement.

EFFECTIVE DATE: This Addendum (re: Basic Data Privacy 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 OPEs that you may still owe us.

Should you find the foregoing terms and conditions 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**,

MARVYN GAERLAN
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 supplements our existing Service Agreement.

NOTE 2: Please sign or initial all the pages of this Addendum and send via email to billing@paladinslaw.org. Thank you!