



DEVELOPMENT BANK OF THE PHILIPPINES

Head Office: Sen. Gil J. Puyat Avenue corner
Makati Avenue, Makati City, Philippines

CONTRACT OF RETAINERSHIP

KNOW ALL MEN BY THESE PRESENTS:

This contract, made and entered into by and between:

The **DEVELOPMENT BANK OF THE PHILIPPINES (DBP)**, a government financial institution created and operating pursuant to Executive Order No. 81 dated December 3, 1986, otherwise known as the 1986 Revised Charter of Development Bank of the Philippines, with principal office at DBP Building, Sen. Gil J. Puyat Avenue corner Makati Avenue, Makati City, represented herein by **ATTY. JOSE MARIA L. VILLAREAL**, Officer-In-Charge, Legal Services Group, pursuant to the authority granted under Board Resolution No. 0027 dated January 24, 2024, hereinafter referred to as "**DBP**".

- and -

ATTY. MA. ESMENNE T. AZUL, of legal age, Filipino, and with postal address at Locsoon, Borongan, Eastern Samar, Philippines, hereinafter referred to as the "**Lawyer**".

WITNESSETH:

DBP agrees to engage the professional services of the **Lawyer** and the latter agrees to render legal services to the former, under the following terms and conditions:

1. Subject to the prior approval of the Office of the Government Corporate Counsel (OGCC), the **Lawyer** shall render legal services to the **DBP Borongan Branch**, on a retainer basis, particularly: (a) handling of cases involving said Branch or its officers, and such other cases filed by or against **DBP** that may be referred to the **Lawyer** by the Regional Legal Officer (RLO)/Legal Services Group (LSG) Head Office; (b) notarization; (c) legal counseling/rendering of legal opinion; and (d) such other legal matters that may be assigned or referred by the Branch Head/RLO/LSG Head Office for a monthly retainership fee of **Pesos: Seven Thousand Five Hundred Pesos Only (P 7,500.00)**, inclusive of all fees, billings and charges. The **Lawyer** shall not be entitled to the usual benefits given to the casual and/or permanent **DBP** personnel like vacation leave, sick leave, forced leave, rice allowance and the year-end Christmas bonus, nor to transportation and representation expenses. However, when attending out-of-town hearings, the **Lawyer** shall be entitled to an appearance fee of not exceeding Pesos: One Thousand Pesos (P 1,000.00) per court hearing Provided: (a) the total appearance fee for one (1) month shall not exceed Pesos: Five Thousand (P 5,000.00); and (b) a Certificate of Appearance issued by the authorized personnel/officer of the Court and a Hearing Report following the format provided by LSG are submitted to the RLO within five (5) days from the hearing.

2. This contract shall be for a period of one (1) year beginning January 1, 2025 to December 31, 2025, renewable at the option of the Bank.

3. During the effectivity of this contract and within one (1) year from its expiration or termination, the Lawyer shall not handle any case filed against **DBP** or any other government-owned or controlled corporation serviced by **OGCC**.

4. The Lawyer is authorized to handle cases referred to her up to the trial court level. When any case is elevated, or should be elevated, to the Court of Appeals or Supreme Court, such case shall be exclusively handled by the **OGCC**, subject to paragraph 5 (b) hereof.

5. The Lawyer shall be under the control and supervision of the **LSG** of **DBP**, directly or through the Regional Legal Officer concerned:

a. In the handling of all cases, the Lawyer shall submit drafts of all important pleadings, including but not limited to Complaints, Answers, Pre-Trial Briefs, Formal Offer of Evidence and Memoranda for review/clearance by the **RLO**. The **RLO** shall co-sign the final pleading as co-counsel before filing in court. The Lawyer shall closely monitor the issuance and receipt of important Decisions/Judgment/Order/Resolution in the case/s handled by her and furnish the **RLO** with a copy/ies of the same within three (3) days from receipt thereof; and

b. Cases filed, or to be filed, before the Court of Appeals or Supreme Court, should be exclusively handled by and referred to the **OGCC**. This is without prejudice to any authorization/deputation that the **OGCC** may grant the Bank's Retainer/**RLO** and/or Head Office Lawyer/s to handle the appellate case involving **DBP**.

6. The Lawyer cannot represent the officers and employees of **DBP** in criminal cases, and in civil cases arising from felonies where **DBP** will shoulder expenses, appearance fees and other litigation costs.

7. Within five (5) days from the conduct of hearing, the Lawyer shall submit a Hearing Report, using the attached form (Annex "A"), addressed to the **RLO**, who, in turn will furnish **LSG** **HO** and the **OGCC** Team Leader.

8. The Lawyer shall submit to the **RLO** an updated Monthly Status Report of Cases within five (5) days after the end of every month, for close supervision, monitoring, evaluation, consolidation by the **RLO** and later, submission to **LSG** Head Office. Payment of monthly retainerhip fees shall be made only upon issuance by the **RLO** of a clearance to pay upon receipt of a satisfactory Monthly Status of Cases. Non-submission of the said report shall be a valid ground for **DBP** to withhold payment of the Lawyer's monthly retainerhip fee.

9. In the handling of cases and other legal matters of **DBP**, the Lawyer shall be under the direct control and supervision of the **OGCC** as required by law and pursuant to the 2011 **OGCC** Rules and Regulations. As such, periodic reports on the cases and legal matters handled must be reported to the **OGCC** and to the Head of the Bank's Legal Services Group. The engagement of the Lawyer shall be further subject to such additional conditions which the Government Corporate Counsel may impose from time to time.

10. **DBP** shall have the right to cancel or terminate the contract at any time upon loss of confidence or upon any other lawful cause and the Lawyer likewise has the right to terminate the same upon thirty (30) days prior notice.

11. Upon the termination or cancellation of this Contract of Retainerhip, the Lawyer shall submit to the **RLO** a complete and updated Status of Court Cases as of the effectivity date of the contract termination or cancellation containing: (a) a

clear statement of the status of each case by specifying therein the pending incident/s; (b) the pleading/s to be filed by **DBP**, if any; (c) the remaining period of time within which to file the same; and (d) the dates of all upcoming court hearings. The **Lawyer** shall further submit, deliver and turn over to the RLO the complete records/documents of all the cases referred for handling, without need of formal demand.

12. The **Lawyer** shall be obligated to perform and complete all services within the specified contract duration, exclusive of such extensions of time as may be mutually agreed upon by the parties.

13. Should the **Lawyer** fail to complete the submission of Monthly Status Report of Cases within 5 days after the end of each month, liquidated damages, not by way of penalty, in the amount equal to one-tenth of one percent (1/10 of 1%) of the unperformed portion for every calendar day of delay until the submission has been completed shall be deducted by **DBP** from the contract price of the **Lawyer**. This is without prejudice to the other remedies under the contract and other applicable laws.

14. The maximum deduction shall be ten percent (10%) of the contract price. Once the maximum amount of liquidated damages reaches ten percent (10%) of the contract price, **DBP** may rescind or terminate the contract and impose appropriate sanctions over and above the liquidated damages to be paid without prejudice to other courses of action and remedies available to it.

15. The **Lawyer** shall indemnify **DBP** for any and all damages that **DBP** may incur due to the fault, negligence, error or omission of the **Lawyer**, without prejudice to other legal remedies available to **DBP**.

16. Information about **DBP** and its operations are considered proprietary and confidential and shall not be disclosed to any third party by the **Lawyer**.

17. Each party agrees to hold and maintain confidential all materials and information, which shall come into her possession or knowledge in connection with the contract or its performance, and not to make use thereof other than for the purpose of the contract.

18. After termination or cancellation of this contract, all materials, data, proprietary information, and other related documents provided to the **Lawyer**, and which are hereby deemed owned by **DBP**, shall be returned to **DBP**.

19. The **Lawyer** shall make appropriate instructions to his employees who need to have access to such information and materials to satisfy and comply with the **Lawyer's** confidential obligation in this Contract.

20. The confidentiality obligation shall subsist exist even after the termination of the contract.

21. The **Lawyer's** breach of this confidentiality provision shall entitle **DBP** to (a) legal and other equitable remedies including but not limited to the immediate cancellation of the contract; and (b) to claim for damages and injunctive relief under the circumstances. **DBP** may also elect to terminate further access by the **Lawyer** to any data and information.

22. A non-disclosure/confidentiality clause between **DBP** and the **Lawyer** will form part of the contract that outlines confidential material knowledge or information that both parties intend to share with one another for certain purposes but intend to restrict access to or by third parties.

23. It is understood that all data, information and reports that will be generated pursuant to the contract with DBP shall all be owned exclusively by DBP.

24. Unless prohibited by applicable law, the **Lawyer** shall not disclose **DBP** information to third parties providing services on her behalf who may collect, use, transfer, store or otherwise process such information in the various jurisdictions in which they operate either for purposes related to providing the services, and/or to comply with regulatory requirements, to check conflicts, for quality, risk management or financial accounting purposes and/or the provision of other administrative support services, without the written consent of **DBP**, and provided further that the **Lawyer**, her affiliates and third parties to whom the confidential information were disclosed shall strictly adhere to the confidentiality of the information. The **Lawyer** shall be responsible for maintaining the confidentiality of the **DBP** information.

24. Whenever applicable in performing her obligations under the contract, the **Lawyer** shall, at all times, comply with the provisions of RA No. 10173, or the Data Privacy Act of 2012, its IRR and all other laws and government issuances which have now or will be promulgated relating to data privacy segregation and the protection of personal information.

25 The **Lawyer** must strictly adhere to **DBP's** information security policies and data privacy standards (i.e. DBP Information Asset Policy (Circular 38 s. 2020); DBP Data Privacy Policy (Circular 45 s. 2018; and DBP Data Privacy Manual (Circular 17 s. 2021) and other prevailing policies/ circulars.

26. There shall be no employer-employee relationship between **DBP** and the **Lawyer**.

27. OGCC Review-The parties agree to supplement/amend/restate the terms of the contract, including all its amendments/supplements, to incorporate the comments/revisions, if any, of the Office of the Government Corporate Counsel (OGCC), with effect from the date of signing thereof.

IN WITNESS WHEREOF, the Parties executed this instrument on the dates of their respective acknowledgment.

**DEVELOPMENT BANK OF THE
PHILIPPINES**
DBP

By:

(SIGNED)

.....
Officer-In-Charge, Legal Services Group¹

(SIGNED)

ATTY. MA. ESMENNE T. AZUL
Lawyer

¹ Per Office Order No. 441 dated 30 October 2024

lw

SIGNED IN THE PRESENCE OF:

(SIGNED)

ATTY. RAQUEL C. ENRIQUEZ

(SIGNED)

MHERYL V. VILLARIN

(SIGNED)

MR. RONILLO RAUL E. CALINAWAN

(SIGNED)

ATTY. QUITERIA T. BALENA

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
MAKATI CITY) SS.

BEFORE ME, this 20 day of MAY, 2025 in Makati City, personally appeared:

| Name | Competent Evidence of Identity | Place/Date Issued or Period of Validity |
|-------------------------------------|--------------------------------|--|
| Development Bank of the Philippines | | |
| Atty. Jose Maria L. Villareal | | Development Bank of the Philippines, Makati City |

known to me and to me known to be the same person who executed the foregoing instrument and who acknowledged to me that the same is his free and voluntary acts and deeds as well as those of the principal that he represents. This instrument, which consists of seven (7) pages, refers to Contract of Retainership, including its annex, and signed by the Parties and their instrumental witnesses on each and every page thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at the place and on the date first above written.

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Series of 2025
b57: No. 035 802-10

(SIGNED)

Atty. CHERYL E. QUINTOS-SANTILLAN
Notary Public
Appointment No. M-144
Makati City, Until December 31, 2025
10th Flr. DBP Bldg. San. Gil Puvot Ave., Makati City
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Annex "A"**Hearing Report**