

## MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This MEMORANDUM OF AGREEMENT (“Agreement”), entered into this \_\_\_\_\_, 2025 in the City of Manila, by and between:

**FIL-GLOBAL IMMIGRATION SERVICES CORPORATION**, a corporation duly organized and existing under and by virtue of the laws of the Philippines, with principal office address at 2/F Times Plaza Building, United Nations Avenue corner Taft Avenue, Ermita, Manila 1000, hereinafter represented by its President, **BERTCH IAN N. RANIS**, and Head of Administration, **JOSEPH V. BASA**, a copy of the Secretary’s Certificate is attached herewith as Annex “A”, hereinafter referred to as “**Company**”;

- and-

\_\_\_\_\_, of legal age, with address at \_\_\_\_\_, hereinafter referred to as “**Marketing Agent**”; collectively “**the Parties.**”

### **PURPOSE**

Company is in the business of providing immigration-related services. Company is desirous of gaining additional clients for legal, immigration, and recruitment services such as processing visa applications, ensuring that all clients are readily equipped with endless educational and occupational opportunities overseas.

Marketing Agent is capable and willing to seek, and refer potential clients to Company.

### **REFERRAL AGREEMENT**

Upon the Effective Date of this Agreement, Marketing Agent is expected to refer potential clients to the Company under the following terms and conditions:

#### **a. Compensation**

The Marketing Agent shall be compensated on a commission basis.

The Marketing Agent shall earn **FOUR THOUSAND PESOS (Php 4,000.00)** for each successful referral gained solely through his effort to seek and refer potential clients only.

A Successful Referral shall be understood to be any potential client who shall engage the services of the Company, pay the pre-requisite Membership Fee, and have completed the membership process *provided that* the Marketing Agent should first endorse the potential client to the Head of Sales Department prior to the CONSULATION. Failure

to do so shall result in the disqualification of the Marketing Agent from claiming the Commission.

The Company reserves the right to grant additional benefits based on the performance of the Marketing Agent including, but not limited to, awards given by the Company in recognition of the exemplary performance of the Marketing Agent.

The cut-off date for the processing of successful referrals for the purpose of determining the appropriate commission shall be on the 30th day of every month. The Company shall thus pay the Marketing Agent every 10th day of the month by credit transfer to the Marketing Agent's personal bank account or through any credit transfer facilities.

**b. Terms**

a. *Membership Target: **One (1) Successful Referral every month***

Each successful referral should be completed through the sole efforts of the Marketing Agents. Assistance given to other marketing agents resulting in a successful referral shall be attributed to the Marketing Agent assisted unless a different arrangement shall be approved by the Directors of the Company in writing.

The Marketing Agent may opt to hire Sub-Marketing Agents ("SMA") but the Company shall only provide ONE THOUSAND PESOS (Php 1,000.00) for the Marketing Agent commission while THREE THOUSAND PESOS (Php 3,000.00) for the SMA commission provided any potential client qualifies as a Successful Referral.

b. The term (the "**Initial Term**") of this Agreement shall commence on the Effective Date and shall continue for a period of twelve (12) months. This Agreement shall automatically extend for an additional twelve (12) month period ("Renewal Term") unless either party sends the other party a Notice of Non-Renewal at least thirty (30) days prior to the expiration of the "Term" (as hereafter defined). The Initial Term and any Renewal Terms shall be collectively referred to herein as the "**Term**." This Agreement may be terminated by either party upon thirty (30) days prior written notice.

i ***The Marketing Agent Performance shall be reviewed after three (3) months if eligible to continue with the agreement***

**DISCOUNT ON SERVICES**

At the end of the FIRST RENEWAL TERM or after a total of twenty-four (24) months of contract with the Company, the Marketing Agent shall be entitled to a 20% Discount on the services of Company.

a. Eligible family members for discounts

1. Parents
2. Siblings
3. Partner or Spouse
4. Children
5. First Cousin's
6. First cousin's partner or Spouse
7. First Cousin's children
8. First Cousin's parents

b. Inclusions in the 20% discount:

1. Fil-Global Immigration and Student Visa Services
2. Travel and Tour Services

Third party fees incurred in the course of availing the services of the Company, including but not limited to lawyers' fees, tuition fees, government fees , requisite examination fees, etc. shall not be covered by the DISCOUNT.

## **CONFIDENTIALITY**

The Marketing Agent recognizes that he will be exposed to "Confidential Information". "Confidential Information" means all information of any kind, whether in written or other tangible form or orally or visually furnished, which ought reasonably and mutually to be understood by the parties to be confidential or which is mutually identified by them as being confidential including, **but not limited to the following:**

- a. Information relating to the identity of the Company's agents, associates, employees, advisors, and other authorized representatives and all other information incidental thereto
- b. Information relating to the services provided to the Marketing Agent including but not limited to the sensitive personal information provided by the Marketing Agent in order to avail of the services of the Company;
- c. Information relating to the filing of a criminal complaint against the two former employees implicated by the investigation report including but not limited to the information acquired on the basis of such report, services provided by third parties to the Disclosing Party in relation to the investigation and in the prosecution of the criminal case;
- d. Trade secrets, know-how, methods, techniques, processes, programs, inventions and other information relating to products, services or processes marketed or used in the course business of the Disclosing Party; and
- e. All other information relating to the conduct of handling of her case.

Notwithstanding the foregoing enumeration, in case of doubt as to whether particular information is confidential, the same shall be treated as **confidential**.

As such, the Marketing Agent shall maintain all information obtained in confidence and to use it solely and exclusively for the benefit and under the direction of the Company, and not for any other purpose or benefit or for the purpose or benefit of any unauthorized third party. The Marketing Agent shall comply with this obligation even after the termination of this Agreement;

- a. Not to copy, reproduce, or reduce in writing any part thereof except as may be reasonably necessary for the parties mutual purpose or purposes. Any copies, reproduction or reductions to writing so made shall be the property of the Company, unless otherwise agreed in writing by the parties or waived by the Company in writing;
- b. Not to disclose the same to third parties unless mutually agreed upon in writing by the Company;
- c. To apply thereto security measures compliant with extraordinary diligence in the generation, sending, receiving, storing or otherwise processing of confidential or proprietary information and which the Marketing Agent warrants as providing adequate protection of such information from unauthorized disclosure, copy or use.

Notwithstanding the above, if the Marketing Agent is obliged or required by any court or governmental, regulatory body or person, to disclose Confidential Information, it shall, if so required in writing and for valid and lawful reasons by the Company, and if practicable or feasible, cooperate with the Company in opposing such requirement or request, subject to the duty of the Company to equally share with the Marketing Agent the necessary litigation and related expenses for the purpose.

#### **TERMINATION:**

This Agreement may be terminated at any time by either Party provided the other party is furnished with a written notice within thirty (30) days prior to the effective termination date. Upon termination, the Company shall pay the Marketing Agent all compensation due and owing for referrals made prior to the effective date of termination, but not yet paid within forty-five (45) days from the effective date of termination.

#### **REPRESENTATIONS AND WARRANTIES**

Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third party or violate any other agreement between the Parties, and those made by either Party with any other person, organization, or business or any law or governmental regulation.

## **INDEMNITY**

The Parties each agree to indemnify and hold harmless the other Party, its respective Marketing Agents, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.

## **LIMITATION OF LIABILITY**

Under no circumstances shall either party be liable to the other party or any third party for any damages resulting from any part of this agreement such as, but not limited to, loss of revenue or anticipated profit or lost business, costs of delay or failure of delivery, which are not related to or the direct result of a party's negligence or breach.

## **DISCLAIMER OF WARRANTIES**

Marketing Agent shall refer potential clients as requested by the Company. Marketing Agent does not represent or warrant that such referrals will create any additional profits, sales, exposure, brand recognition, or the like. Marketing Agent has no responsibility to Company if the referrals do not lead to the Company's desired result(s).

## **SEPARATION CLAUSE**

In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions, valid and enforceable, shall remain in full force and effect.

## **WAIVER**

The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

**LEGAL FEES**

In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys’ fees.

**LEGAL AND BINDING AGREEMENT**

This Agreement is legal and binding between the Parties who represent that they have the full authority and discretion to enter into this Agreement under the laws of the Philippines.

**GOVERNING LAW AND JURUSDICITION**

The Parties agree that this Agreement shall be governed by the laws of the Philippines wherever they are located.

**ENTIRE AGREEMENT**

The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

**“COMPANY”**

**“MARKETING AGENT”**

Name: Bertch Ian N. Ranis / Joseph V. Basa

Name: [Redacted]

Signed: \_\_\_\_\_

Signed: [Redacted]

Date: \_\_\_\_\_

Date: [Redacted]

Email Address: [Redacted]

Mobile Number: [Redacted]