

ENAGIC[®] (MALAYSIA) SDN BHD Registration No.: 201101042983 Direct Sales License No.: AJL931978

ALL APPLICATION MUST BE SUBMITTED TO

goc.mys@enagic.com

CC to ukon@enagic-my.com

Unit 25-6 & 27-6, The Boulevard, Mid Valley City, Lingkaran Syed Putra, 59200, Kuala Lumpur

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www.enagic-my.com

| <u>E-PAYMENT UKON</u> | CTOS STATUS | APPROVED | CHECKED BY: | |
|-----------------------|-------------|----------|-------------|--|
| APPLICATION FORM | | REJECTED | DATE: | |
| | | | | |

| | NRIC/PASSPORT/BUSINESS REGISTRATION NUMBER |
|-----------|---|
| | NRIC/PASSPORT/BUSINESS REGISTRATION NUMBER & STARTER KIT: MYR 50.00 |
| ID NUMBER | |

| FOR OFFICE USE ONLY | RECEIVED BY: | | APF | PLICATION DATE: | | |
|---|--|---------------|--------------|-------------------|----------------------|---------|
| A. PRINCIPAL INFORMATION. | | | | | | |
| Full Name (as per IC/Passport): | | | | | | |
| NRIC/Passport/Business Reg: | | | Date of Birt | h: | | |
| Tax Identification No.: | | | | | | |
| SST Registration No.: | | | | Mand | latory for SST- regi | istrant |
| | | | | | | |
| Present Residential Address: | | | | | | |
| | Postal Code: | | | City: | | |
| Dermenent Desidential Address | | | | | | |
| Permanent Residential Address: **if different from the above** | | | | | | |
| | Postal Code: | | | City: | | |
| Correspondent Address: | Present Residential | Permanent Re | sidential | **pl | ease tick one (1) c | only** |
| | | * | **address m | ust match with th | e provided utility | bill** |
| Phone No (Home/Office): | | | (Mobile): | | | |
| Email Address: | | | Gender: | | □ Male □ Fer | male |
| B. PRINCIPAL BANK INFORMATION | N. **FILL OUT IF APPLICANT REGISTER AS DISTRIBUTOR** | | | | | |
| Account Holder Name: | | | | | | |
| Name of the Bank: | | | | | | |
| Account No.: | | | | | | |
| C. SPONSOR'S INFORMATION | | | | | | |
| Full Name (as per IC/Passport): | | | | | | |
| ID No: | | | Contact No | : | | |
| Register the Applicant as your: | () A | | | | | |
| D. ENROLLER'S INFORMATION | | | | | | |
| Full Name (as per IC/Passport): | | | | | | |
| ID No: | | | Contact No | | | |
| E. <u>PRODUCT DETAILS.</u> **All prices are zero-rated of GST** | | | | GST** | | |
| PRODUCTS | CONTAINS | - | | | PRICE | |
| | 30 BOXES | 3000 CAPSULES | SQ | UALENE | MYR 8,270.0 | |
| | F. SHIPPING DETAILS. **All prices are zero-rated of GST** | | | GST** | | |
| | GDEX (KL) | | | | | |
| | MYR 27.00 | | | | | |
| | MYR 87.00 | | | | | |

| G. <u>UKON™ TO BE DELIVERED TO:</u> | | | |
|-------------------------------------|---------------------------|--|--|
| Same address as above | 🗆 YES 🗆 NO (you are requi | □ YES □ NO (you are required to fill up the below) | |
| Full Name (as per IC/Passport): | | | |
| NRIC/Passport/Business Reg: | | Tax Identification No.: | |
| Address: | | | |
| Postal Code: | | City: | |
| Phone No (Home/Office): | | (Mobile): | |
| H. TOTAL PAYMENT. | | | |
| PRODUCT: | UKON SIGMA | | |
| TENURE: | 11 MONTHS ONLY | | |
| DOWN PAYMENT | MYR | | |
| MEMBER FEE | MYR 50.00 | | |
| TOTAL | MYR | | |
| I. AGREEMENTS. | | | |

This agreement is made between the prospective distributor (herein referred as 'APPLICANT' and Enagic® (Malaysia) Sdn Bhd ('herein referred as

ENAGIC').

The clusters of prospective distributors (herein referred as 'THE PARTIES').

This agreement is being governed by Laws of Malaysia and Set of Enagic[®]'s Policies; Distributor Policies & Procedures, Privacy Notice Refund Policy, Collection Policy and Delivery Policy which is published on Enagic[®] (Malaysia) Sdn Bhd's website; <u>www.enagic-my.com</u>. The APPLICANT certifies to have received a copy of and have read and understood the provisions of Enagic[®] (Malaysia) Sdn Bhd's Sets of Policies and hereby agrees to be bound by Enagic[®] (Malaysia) Sdn Bhd's Set of Policies (including any amendments thereto which shall be furnished to me from time to time).

The APPLICANT hereby verifies and confirms to opt for E-PAYMENT PLAN in connection with the purchase of the product from Enagic through SPONSOR as specified in Section B that the purchase of machine's price as specified in SECTION C. The SPONSOR hereby agrees with the commission payout plan that have been set by Enagic whereby the commission payout will be divided into two (2) payments towards the SPONSOR.

SPONSOR agrees that the first and second commission payout (per point) by Enagic consists of the following:

| Product | UKON SIGMA |
|--------------------------|--------------|
| | (Basic only) |
| First commission payout | MYR 187.00 |
| Second commission payout | MYR 188.00 |

First commission shall be paid towards the sponsor and uplines once the Applicant has made a deposit and the registration has been completed. Second commission shall be withheld by Enagic and will only be paid towards the sponsor and uplines once the Applicant has made a full settlement. The APPLICANT is required to fill up **E-PAYMENT (CONSENT AUTHORIZATION FORM)** and by filling such form, the APPLICANT hereby give full consent to Enagic and CTOS Data Systems Sdn Bhd ("CTOS"), a registered credit reporting agency under CRA Act to process APPLICANT'S personal data.

Once approved, APPLICANT is required to either instruct a **Standing Instruction** or issue Enagic (Malaysia) Sdn Bhd with **Post-dated Cheque** as means of payment towards Enagic.

Standing Instruction:

APPLICANT is required to instruct his/her **CIMB Bank/Maybank/Hong Leong Bank** to sign up for **Standing Instruction** for monthly installment plan towards Enagic. No other banks are acceptable for E-Payment Plan.

Standing Instruction can only be done via **CIMB CLICK/Maybank2U/HLB Connect.** APPLICANT may check with the CIMB BANK, MAYBANK and HONG LEONG BANK directly. APPLICANT is required to make sure that his/her Standing Instruction follow the commerce date as follows, and recurring for twenty-four (11) months only.

OR

Post-dated Cheque:

APPLICANT is required to issue Enagic (Malaysia) Sdn Bhd with **Post-dated Cheque** for monthly installment payment towards Enagic. **Total of 11 Post-dated Cheque** must be submitted to Enagic together with E-Payment Application Form as well as all other supporting documents. APPLICANT is to take note that Enagic will deposit his/her Post-dated Cheque as follow.

| Sales Registration Date | Standing Instruction Commence Date |
|---|--|
| 1 st to 24 th of the month | 25 th of the same month of the Sales Registration Date |
| 25 th to 31 st of the month | 25 th of the following month of the Sales Registration Date |

Standing Instruction/Post Dated Cheque can be made to:

| Beneficiary Name: Enagic (Malaysia) Sdn Bhd | | |
|--|-----------------------------|------------------|
| | Beneficiary Account Number: | 8001321512 |
| | Receiving Bank: | CIMB Bank Berhad |

Below is the schedule pertaining to the Down Payment and Handling Fee (all prices are zero-rated of GST) as for your reference:

| PRODUCT | | 11 Months |
|--------------|-----------------------|--------------|
| UKON Sigma | Down Payment | MYR 3,210.00 |
| MYR 8,270.00 | Handling Fee | MYR 300.00 |
| | Total Initial Payment | MYR 3,510.00 |
| | Monthly Payment | MYR 460.00 |

APPLICANT is required to submit the following, once the financial background of the applicant is APPROVED:

- a) Proof of payment for Down Payment and Handling Fee
- **Only SINGLE PAYMENT is accepted**
 b) Photocopy of the Standing Instruction Form issued by CIMB Bank/Maybank/Hong Leong Bank only.
 No other individual is allowed to make payment on behalf of the APPLICANT
- c) Latest utility bills; telephone bill/Astro bill/electrical bill/water bill/cukai pintu/cukai tanah/mobile bill which matches with the mailing address.

| NEXT OF KIN **compulsory to fill** | | | | |
|------------------------------------|---------|-----------|--------|---------|
| Name: | | | | |
| Contact Number: | | | | |
| Relationship with applicant: | Parents | Relatives | Spouse | Others: |

- 1. APPLICANT is to <u>TAKE NOTE</u> that the installment payment scheme offered by Enagic is a privilege which can be revoked at the discretion of the company. Enagic reserves the rights to reject the submission of E-Payment Plan for whatever reason without providing any explanation to the applicant.
- 2. Enagic reserves the rights to withhold 50% of the entitled commissions (based on the sales made) until the settlement has been made. Enagic encourages APPLICANT to make an early settlement in order to receive the withholding amount and commissions as normal Distributor.
- 3. Enagic reserves the rights to impose administration/collection charge as to cover administrative charges, costs or expenses incurred by Enagic in collecting or attempting to collect any sum of money, which are not paid by the APPLICANT on time.
- 4. The moment first payment has been made, any damage, loss or deterioration of the merchandise regardless of whatever cause, shall be fully under APPLICANT'S responsibility.
- 5. Enagic is not obliged to send any reminder to the APPLICANT in regards to his/her monthly payments. APPLICNT is responsible to adhere to the selected installment payment scheme through Auto Debit Facility (Standing Instruction). APPLICANT hereby irrevocably authorizes Enagic to notify applicant's financial institution to debit the APPLICANT'S account according to the installment payment scheme.
- 6. APPLICANT agrees to pay for the Auto Debit charges of MYR 0.50 MYR 5.00 per transaction or any other sum of amount incurred due to the Auto Debit Facility by debiting from the APPLICANT'S account. APPLICANT acknowledges that the charges may vary from time to time as determined by the bank without any prior notice to the APPLICANT.
- 7. APPLICANT agrees to make payment based on the figures above regardless should there is any changes on the Enagic products's pricings. Subsequently, the SPONSOR has agreed on the commission entitlement figures based on the APPLICANT's registration date.
- 8. All payments need to be made to Enagic's CIMB Bank account number and applicant is not allowed to make payment via cheque.
- 9. All costs and expenses incidental to the E-Payment Agreement (including but not limited to any registration fee, stamp duty, or other fees) shall be borne and settled by the APPLICANT.
- 10. In the event that the applicant has failed to make the payment accordingly, Enagic reserves the rights to take any procedural actions permitted under the law against the applicant. Such actions may include, but not limited to; <u>LEGAL ACTIONS</u> and <u>REPORTING</u> <u>DELINQUENT ACCOUNT TO CTOS SDN BHD.</u>
- 11. In the event that the APPLICANT is not able to adhere to the installment payment scheme due to any financial circumstances or any other factors, APPLICANT may approach Enagic for further consultation on manner of settlement of payment.
- 12. In the event that the APPLICANT has failed to perform the payment for any of the respective months and/or consecutively three (3) months in a row, Enagic with its sole discretion and rights will hold any commission entitlement until the payment has been cleared.
- 13. In the event that the APPLICANT has received a Letter of Notification(s) from Enagic, the APPLICANT is required to settle the <u>FULL</u>

BALANCE PAYMENT within the indicated time frame. Failure to do sure will result in **SUSPENSION OF APPLICANT'S DISTRIBUTORSHIP** and **ALL OTHER PRIVILAGES**, **SUSPENSION OF MACHINE'S WARRANTY AND ITS COVERAGE** and Enagic reserves the rights to deny any SERVICING/MAINTENANCE REQUEST FOR THE SAID MACHINE.

- 14. In the event of conflict of discrepancies or variances between the agreements set out in English Language and other languages, the English Language shall prevail.
- 15. Enagic will have no liability to the APPLICANT either in contract or in tort for loses, injuries or damages sustained by reason of any defect in the merchandise whether such defect be intent or apparent on examination and Enagic shall not be responsible to indemnify the APPLICANT in respect of any claims made against the applicant by a third party of any loss, injury or damage.
- 16. No APPLICANT is allowed to make subsequent purchased opting the E-Payment Plan while under this agreement. Such facility is only applicable to the first-time purchaser.

The Applicant certifies that he/she has received a copy of and have read and understood the provisions of Enagic[®] (Malaysia) Sdn Bhd's **Set of Policies; Distributor Policies & Procedures, Privacy Policy, Refund Policy, Collection Policy, Commission Policy** and **Delivery Policy** and **Distributor Handbook** which is published on Enagic[®] (Malaysia) Sdn Bhd's website; <u>www.enagic-my.com</u>. I hereby agree to be bound by Enagic[®] (Malaysia) Sdn Bhd's Set of Policies (including any amendments thereto which shall be furnished to me from time to time).

The Applicant confirm that he/she is of full legal age and all the Applicant's personal information and data ("Personal Data") stated above are complete and accurate. The Parties hereby acknowledges that his/her personal information may be shared with Enagic[®] (Malaysia) Sdn Bhd's related and/or affiliated company within Malaysia or outside Malaysia for the purposes of performing this agreement.

Furthermore, the Applicant hereby agrees that his/her personal data shall be processed, stored, used and disclosed in accordance with the Enagic[®] (Malaysia) Sdn Bhd's Privacy Policy.

□ Agree

Disagree

The Applicant hereby further acknowledges that he/she understands his/her ten (10) working days right of cancellation during the ten (10) working days cooling off period and

□ I hereby request Enagic[®] (Malaysia) Sdn Bhd to release/deliver the product before the expiry of the cooling off period and by doing so, I hereby waive my rights to cancel the contract during the ten (10) working days cooling off period.

□ I wish to maintain my rights to be able to cancel the contract during the ten (10) working days cooling off period. ****The Applicant is required to** *fill up 'Kontrak Jualan Langsung/Pesanan Pelanggan'* (Direct Sales Contract/Customer Order). ******

The Parties hereby give our consent to Enagic[®] (Malaysia) Sdn Bhd to process and/or use any of my data and to release the same to Enagic[®] (Malaysia) Sdn Bhd's related and/or affiliated company, Enagic[®] (Malaysia) Sdn Bhd's existing, future business partners and/or strategic alliances and/or any other 3rd party as Enagic[®] (Malaysia) Sdn Bhd may in its absolute discretion deem necessary or expedient for the purpose of marketing and promotion of its products and services. Further and in addition thereto, The Parties hereby confirm that no further permission nor consent from me would be necessary or required in relation thereto and that this shall constitute consent for the processing of my personal data under the Personal Data Protection Act (2010) and any other contractual consent for such disclosure of personal data or information.

| □ Agree | Disagree | |
|--|----------------------|--|
| Enagic [®] (Malaysia) Sdn Bhd will review the agreements, and may make changes from time to time, or impose additional charges. | | |
| APPLICANT'S SIGNATURE: | SPONSOR'S SIGNATURE: | |
| | | |
| | | |
| DATE: | DATE: | |

To:

CTOS DATA SYSTEMS SDN BHD-160212 (CDS01)



Dear Sir,

RE: Consent Authorisation Under Personal Data Protection Act 2010 ("PDPA Act") and Credit Reporting Agency Act 2010 ("CRA Act")

Pursuant to the CRA Act, I/we the undersigned do hereby give my/our consent to you and CTOS Data Systems Sdn Bhd ("CTOS"), a registered credit reporting agency under the CRA Act to process my/our company and personal data.

By this consent, I/We understand and agree that:

- You may conduct credit/trade checks on us and where applicable, our director(s),shareholder(s) and applicant(s) (collectively the "Applicant"), with CTOS at any time for as long as I/we have a trade relationship with you or where any dues remain unpaid and outstanding with you, for any one or more of the following purposes:
 - * Opening of account

* Credit/Account monitoring

* Credit/Account review

* Credit/Account evaluation

- * Debt recovery
- * Legal documentation consequent to a contract or facility granted by you.
- ii) You may disclose any information on the Parties' conduct of their accounts with you, to any business entity/ies for bona fide trade checking at any time. The Parties are also aware and understand that such information will be provided to a credit reporting agency/ies, who may in turn share such information to subscribers of their service.
- Where you require any processing of our application to be processed by any processing centre located outside Malaysia (including your Head Office), the Parties hereby give consent to CTOS to disclose their credit reports to such locations outside Malaysia.
- iv) Apart from the above, the Parties undersigned do give our consent to you and the CTOS, to process my/our personal data as per the PDPA Act.

Signed By

Signed By

Name: IC Number: Position:

Company stamp:

Name: IC Number: Position: