

# ENAGIC<sup>®</sup> (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 Tel: (+60)3-2282 2332 Fax: (+60)3- 2282 2335 <u>www.enagic-my.com</u>

E-PAYMENT UKON		FINANCIAL		APPROVED		CHECKEI	) BY	
APPLICATION FORM [BRUNEI]				REJECTED			DATE:	
				ì				
		X USER				RDISTRIBUTOR		
ID NUMBER		DISTRIB	DISTRIBUTOR PASSPORT/NRIC & N INCLUDED**			MEMBER FEE: BND 15.40 **STARTER KIT		
FOR OFFICE USE ONLY		RECEIVED BY:			APPLICATION DA		re:	
A. PRINCIPAL INFORMATION	<u>ON.</u>							
Full Name (as per IC/Passport):								
*Passport or NRIC:					*Date of B	irth:		
*Present Residential Address:								
Audress.								
*Permanent Residential								
Address:						**if 0	lifferent fr	om the above**
		nt Residential		Permanent R	esidential	-		ck one (1) only**
Correspondent Address:						ess must match with	<u>'</u>	.,,,
Phone No (Home/Office):					*(Mobile):			
Email Address:					*Gender:		□Male	Female
B. PRODUCT DETAILS.	1				1	**All prices	are zero	-rated of GST**
PRODUCTS	C	ONTAINS OF		FISH S	OURCE			
UKON SIGMA	30 BOXE	30 BOXES 3000 CAPSULES SQUA		LENE	ENE BND 2,544.50		0	
C. SPONSOR'S INFORMAT	ION.							
Full Name (as per IC/Passport):					-			
ID No:					Contact No	):		
Full Name (as per IC/Passport):	F			Register the Applicant as your ( ) A				
D. ENROLLER'S INFORMAT	TION.							
Full Name (as per IC/Passport):								
ID No:					Contact No	o:		
E. PRINCIPAL BANK INFOR	MATION.	1		*	*FILL OUT IF	APPLICANT REGIS	TER AS DI	STRIBUTOR**
Account Holder Name:								
Name of the Bank:								
Address of the Bank:					1			
Postal Code:				City & Country:				
Account No:				IBAN:				
Passport No:	SWIFT:							
Company Registration No:					*Income T	I		
F. <u>SHIPPING DETAILS.</u>						**All prices	are zero-	rated of GST**
		Deliv	ery op	tion is not ap	plicable.			
	All custom			-	-	c Malaysia office		
Or arrange their own courier provider.								

G. <u>TOTAL PAYMENT.</u>				
PRODUCT:				
TENURE:	11 MONTHS ONLY			
DOWN PAYMENT	BND			
MEMBER FEE	BND 15.40			
TOTAL	BND			
•• • • • • • • • • • • • • • • • • • • •				

#### H. AGREEMENTS.

This agreement is made between the prospective distributor (herein referred as 'APPLICANT' and Enagic<sup>®</sup> (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 provide documents as follows for financial assessment purposes.

#### Employment Status:

**Employee** is to provide (i) 3 months' salary slips (from the date of application) and (ii) first page of your bank statement.

□ *Self-employed* is to provide latest 3 months bank statement.

Once approved, APPLICANT is required to instruct a **Standing Instruction** as means of payment towards Enagic.

#### Standing Instruction:

APPLICANT is required to instruct his/her **Preferred Bank** to sign up for **Standing Instruction** for monthly installment plan towards Enagic. No other banks are acceptable for E-Payment Plan. Standing Instructions must be issued from the same bank account that has been submitted to Enagic (Malaysia) Sdn Bhd for financial assessment purposes.

**Standing Instruction** can only be done via **Online Banking.** APPLICANT may check with his/her preferred bank directly. APPLICANT is required to make sure that his/her Standing Instruction follow the commerce date as follows, and recurring for twenty-four (24) months only.

Sales Registration Date	Standing Instruction Commence Date		
1 <sup>st</sup> to 24 <sup>th</sup> of the month	25 <sup>th</sup> of the same month of the Sales Registration Date		
25 <sup>th</sup> to 31 <sup>st</sup> of the month	25 <sup>th</sup> of the following month of the Sales Registration Date		

Standing Instruction can be made t	0:	
Beneficiary Name:	Enagic (Malaysia) Sdn Bhd	
Beneficiary Account Number:	8001321512	
Receiving Bank:	CIMB Bank Berhad	
Swift Code:	CIBBMYKL	
Address	G (E) 004, Ground Floor,	
	Mid Valley Megamall, Lingkaran Syed Putra,	
	59200 Kuala Lumpur Malaysia	

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	BND 988.00
MYR 8,270.00	Handling Fee	BND 92.00
or	Total Initial Payment	BND 1,080.00
BND 2,544.50	Monthly Payment	BND 141.50

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 by APPLICANT'S Preferred 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 incurred by your bank 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</u>** <u>ACTIONS</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 BALANCE PAYMENT</u> within the indicated time frame. Failure to do sure will result in <u>SUSPENSION OF APPLICANT'S</u> <u>DISTRIBUTORSHIP</u> and <u>ALL OTHER PRIVILAGES</u>, <u>SUSPENSION OF MACHINE'S WARRANTY AND ITS COVERAGE</u> and Enagic reserves the rights to deny any <u>SERVICING/MAINTENANCE REQUEST FOR THE SAID MACHINE</u>.
- 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<sup>®</sup> (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<sup>®</sup> (Malaysia) Sdn Bhd's website; <u>www.enagic-my.com</u> . I hereby agree to be bound by Enagic<sup>®</sup> (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<sup>®</sup> (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<sup>®</sup> (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<sup>®</sup> (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.

 $\Box$  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<sup>®</sup> (Malaysia) Sdn Bhd to process and/or use any of my data and to release the same to Enagic<sup>®</sup> (Malaysia) Sdn Bhd's related and/or affiliated company, Enagic<sup>®</sup> (Malaysia) Sdn Bhd's existing, future business partners and/or strategic alliances and/or any other 3<sup>rd</sup> party as Enagic<sup>®</sup> (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 <sup>®</sup> (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:		