



ENAGIC® (MALAYSIA) SDN BHD

Registration No.: 201101042983

Direct Sales License No.: AJL931978

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

www.enagic-my.com

APPROVED MATERIALS CERTIFICATE FORM

STATUS DATE:	<input type="checkbox"/> APPROVED BY: (BRANCH MANAGER)
	<input type="checkbox"/> ACKNOWLEDGE BY: (COMPLIANCE OFFICER)
	LICENSE NUMBER:
	<input type="checkbox"/> REJECTED BY:

A. PRINCIPAL INFORMATION.

NAME:		ID NUMBER:	
NRIC:		EMAIL:	
CONTACT NO:			
Kindly fill up below section for AUTHORIZED SERVICE CENTRE application			
AUTHORIZED SERVICE CENTRE'S NAME			
ADDRESS:			
only commercial area is accepted for any application of Authorized Service Centre in Malaysia			
COMPANY REG NO:			
CONTACT NO:		EMAIL:	

B. CATEGORY.

One artwork for one form only.

<input type="checkbox"/>	BANNER	<i>Banners are made of vinyl and are designed to be hung from a high place or held by people.</i>
<input type="checkbox"/>	BOOKLET	<i>Bound publication commonly having less than 20 pages.</i>
<input type="checkbox"/>	BROCHURE	<i>Advertise a company, products and/or services.</i>
<input type="checkbox"/>	GLASS STICKER	<i>a picture, design, or label made to be transferred (as to glass) from specially prepared paper.</i>
<input type="checkbox"/>	PAMPHLET	<i>Provides educational information on one topic. Not for sale.</i>
<input type="checkbox"/>	POSTER	<i>Printed paper and designed to be attached on wall or vertical places.</i>
<input type="checkbox"/>	MAGAZINE ADS	<i>Print ads that runs in magazines.</i>
<input type="checkbox"/>	NAME CARD	<i>A standard 2x3 inch card that displays contact information for an individual employed by a company. Include a person's name, e-mail address, phone number, website, and company name.</i>
<input type="checkbox"/>	OTHERS	<i>None than the above.</i>

You are required to obtain written approval from Enagic® (Malaysia) Sdn Bhd prior to any use of Enagic®'s trademarks, trade names and service marks. Submission can be made by emailing the artwork towards compliance@enagic-my.com.

Upon approval, you are required to submit a sample of your product for Enagic® (Malaysia) Sdn Bhd record's purposes.


****This is not applicable for 'glass sticker', 'banner' and 'exhibition'****

C. AUTHORIZATION NUMBER (IF APPLICABLE).

AUTHORIZATION NO:	
REASON IF REJECTED:	

D. BASIC REQUIREMENTS.

You are required to provide the following:

COMPULSORY	DISTRIBUTOR'S NAME
	ID NUMBER
	
	you may sent an email to compliance@enagic-my.com by providing ID Number and Name for the artwork
OPTIONAL	'CHANGE YOUR WATER, CHANGE YOUR LIFE!™'
	'KANGEN WATER®'
	OTHERS ARE SUBJECT TO APPROVAL
PROHIBITED	ENAGIC® (MALAYSIA) SDN BHD'S DETAILS
	ENAGIC® (MALAYSIA) SDN BHD'S DIRECTORS, STAFFS, EMPLOYEES, SHAREHOLDERS, CONTACT NUMBER OR EMAILS.

E. AGREEMENTS

1. I certify that I have received a copy of and have read and understood the provisions of Enagic® (Malaysia) Sdn Bhd's **Set of Policies** which is published on Enagic® (Malaysia) Sdn Bhd's website; www.enagic-my.com . I hereby agree to be bound by Enagic® (Malaysia) Sdn Bhd's **Set of Policies and Enagic's Approved Materials Certificate Agreements** (including any amendments thereto which shall be furnished to me from time to time).
2. I confirm that all my personal information and data ("Personal Data") stated above are complete and accurate. I hereby acknowledge that my 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.
3. I hereby acknowledge and give my full consent for Enagic® (Malaysia) Sdn Bhd to publish my personal data as stated above in the Enagic® Malaysia website; www.enagic-my.com and such information shall be made public for the purposes of performing this agreement.
4. Furthermore, I hereby agree that my personal data shall be processed, stored, used and disclosed in accordance with the Enagic® (Malaysia) Sdn Bhd's Privacy Policy.

I hereby give my 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, I 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 (PDPA) 2010 and any other contractual consent for such disclosure of personal data or information.

Agree Disagree

5. *I hereby agree and acknowledge that Enagic® is the manufacturer of water ionizer filtration systems and to be considered as preeminent brand in this industry.*
6. *I hereby agree and acknowledge that; **IT IS PROHIBITED** for me to do the following:*
 - i. *transferring the ownership of this license;*
 - ii. *practice any code of conduct which deviate from Enagic (Malaysia) Sdn Bhd's Sets of Policies;*
 - iii. *use any of Enagic's trademarks and trade names without obtaining approval from Enagic (Malaysia) Sdn Bhd;*
 - iv. *make changes of approved artworks without obtaining approval from Enagic (Malaysia) Sdn Bhd (unless required by Malaysia Authority);*
 - v. *advertise and/or sell any items/services that does not originate from Enagic (Malaysia) Sdn Bhd;*
 - vi. *to make misrepresentation of company's products and services and/or marketing plans;*
 - vii. *to make false or fraudulent representation about company, the products, compensation plan, or income potentials; and*
 - viii. *to use any of Enagic's trademarks and trade names in a manner that violate Enagic (Malaysia) Sdn Bhd's Sets of Policies.*
7. *I hereby agree and acknowledge that; I am **REQUIRED TO OBTAIN APPROVAL** from Enagic (Malaysia) Sdn Bhd for the following:*
 - i. *make changes of approved artworks;*
 - ii. *producing new artworks for new marketing materials which does not originate from Enagic (Malaysia) Sdn Bhd;*
 - iii. *advertise and/or sell items/services which does not originate from Enagic (Malaysia) Sdn Bhd;*
 - iv. *conducting any campaign, promotion or any form of advertisement for the purpose of advertising company's products and services; and*
 - v. *transfer the ownership of Authorized Service Centre to another party.*
8. *I hereby agree and acknowledge that; **IT IS REQUIRED FOR ME TO EXECUTE** the following:*
 - i. *keep the original license of 'Enagic®'s Approved Materials Certificate License' for public reference;*
 - ii. *display 'Independent Distributor', 'Full Name' and 'ID Number' on all approved artworks for public reference; and*
 - iii. *ensure **all products' labeling and information, service and representation of the company regardless in any form** adhere to Enagic®'s Sets of Policies and related regulations of Malaysia.*
9. *I hereby agree and acknowledge to always ensure any representation of Enagic (Malaysia) Sdn Bhd does not violate the provision of Enagic®'s Sets of Policies, Enagic®'s Approved Materials Certificate Agreements.*
10. *I hereby agree and acknowledge to abide by the provision of the Enagic®'s Sets of Policies, and Enagic®'s Approved Materials Certificate Agreements as it is designed in accordance to relevant regulations of Malaysia.*
11. *I hereby agree and acknowledge that the 'Enagic®'s Approved Materials Certificate License' program is a privilege which can be revoked at the discretion of the company.*
12. *Upon approval, Distributor is entitled to promote and advertise any of Enagic®'s trademarks, trade names and service marks in accordance to Article #8 of the Enagic®'s Policies & Procedures and has given a privilege to produce his/her artwork in any manner for as long as he/she is using the same artwork that have been granted approval by Enagic® (Malaysia) Sdn Bhd. Any other artwork that have been produced, disseminated bearing Enagic®'s trademarks, trade names and service marks without any written authorization from the company shall considered as violation of Article #8 of the Enagic®'s Policies & Procedures and this provision of agreement.*
13. *I hereby agree and acknowledge that Enagic (Malaysia) Sdn Bhd reserves the rights, at any time to take disciplinary actions; **SUSPENSION** and/or **TERMINATION** against license holder if there is sufficient evidence of violation of the provision of the Enagic®'s Sets of Policies, and Enagic®'s Approved Materials Certificate Agreements.*
14. *In the event of **SUSPENSION** and/or **TERMINATION** took effect due to the violation of Enagic®'s Sets of Policies, and this provision of the agreement, Enagic® (Malaysia) Sdn Bhd reserves the rights to impose re-viewing fees with minimum amount of MYR 100.00 (zero-rated of GST)*

15. Distributor is required to notify Enagic® (Malaysia) Sdn Bhd accordingly by write in an email towards compliance@enagic-my.com prior for further re-viewing.

Beneficiary Name:	Enagic® (Malaysia) Sdn Bhd
Issuing Bank:	Public Bank Berhad
Account Number:	3-1777-8621-4

16. All the privileges shall be **REVOKED BY DEFAULT** in any event of **SUSPENSION** and/or **TERMINATION** and distributor hereby agrees that distributor has no rights to pursue such business any longer without Enagic® (Malaysia) Sdn Bhd's written approval.
17. This Agreement may be terminated at any time, without cause and in the event of **TERMINATION** takes place, distributor shall have the rights to appeal the termination in writing within ten (10) days from the termination notice date. The written appeal must be received by Enagic® (Malaysia) Sdn Bhd within fifteen (15) days from the date of termination notice date. Otherwise, the termination will be automatically deemed to be final.
18. If the appeal has been filed in accordance with the stipulated procedures and time period, Enagic® (Malaysia) Sdn Bhd shall review and consider such appeal and shall also consider any other appropriate actions and notify distributor of its decision in due course (Article 42.3 of the Enagic®'s Policies & Procedures).
19. Please note that Enagic®'s decision will be final and subject to no further review. In the event of termination is deemed to be final, the termination will be effective as of the date of Enagic®'s original termination notice and distributor may not reapply as Authorized Service Centre for a period of one year from the termination date took effect.
20. Distributor is to **TAKE NOTE** that any decision such as **SUSPENSION** and/or **TERMINATION** shall constitute the same effects towards his or her DISTRIBUTORSHIP ACCOUNT.
21. The approval shall last **indefinitely** from the approval date unless there are changes to **Enagic®'s Approved Materials Certificate Agreements** (including any amendments thereto which shall be furnished to me from time to time) and new regulations made by the authority of Malaysia.
22. Distributors are to **TAKE NOTE** that such privilege can be revoked at the discretion of the company at any time and distributors are required to amend any artwork within fourteen (14) days from the written notice by Enagic® (Malaysia) Sdn Bhd in regards of any circumstances. Failure to do so will result in such approval to be **REVOKED BY DEFAULT**.
23. Distributor hereby acknowledge that nothing in this Agreement will constitute distributor and Enagic® as joint venture, partners, employer/employee, or agents of each other and either party will be liable to any third person by reason of any act or representation of others.
24. Distributor shall hereby indemnifies and releases Enagic® (Malaysia) Sdn Bhd, its officers, directors, agents and assigns and holds harmless from and against the full and/or partial amount of any claim, causes of action, judicial and administrative proceedings suits, charges, liabilities, losses, damages, costs and expenses, including without limitation court costs and reasonable fees and expenses of attorneys and consultants, which are or may be made, filed or assessed against the company at any time arising out of distributor's business operations and representations made by the distributor in the operation of his/her business, arising from the several circumstances in accordance to Article #55 of Enagic®'s Policies & Procedures.

This undertaking shall be binding upon our successors-in-title and assigns.

<p>APPLICANT'S SIGNATURE:</p> <p>NAME: NRIC NO: DESIGNATION: INDEPENDENT DISTRIBUTOR DATE:</p>	<p>WITNESS'S SIGNATURE:</p> <p>NAME: NRIC NO: DESIGNATION: INDEPENDENT DISTRIBUTOR ID NO: DATE:</p> <p style="text-align: center;">**WITNESS HERE REFERS TO A MEMBER WITHIN THE SAME GROUP**</p>
--	---