



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

AUTHORIZED SERVICE CENTRE APPLICATION 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:			
RANK:	() **minimum of 6A Rank is required to apply for Authorized Service Centre in Malaysia**		
COMPANY'S NAME:			
ADDRESS:			
	only commercial area is accepted for any application of Authorized Service Centre in Malaysia		
COMPANY REG NO:			
CONTACT NO:		EMAIL:	

B. CHECKLIST.

You are required to provide the following:

NAME CARD	<input type="checkbox"/> APPROVED MATERIALS			
	Authorization Number:			
BILLBOARD	<input type="checkbox"/> APPROVED MATERIALS			
	Authorization Number:			
<input type="checkbox"/> COPY OF NRIC	-			
<input type="checkbox"/> VALID COMPANY REG CERTIFICATE(S)	<u>ENTERPISE</u>	<u>SDN BHD</u>		
	<input type="checkbox"/> SSM	<input type="checkbox"/> SSM	<input type="checkbox"/> FORM 9	<input type="checkbox"/> FORM 49
PHOTO OF THE AUTHORIZED SERVICE CENTRE	<u>INSIDE</u>			
	<input type="checkbox"/> A UNIT OF LEVELUK MACHINE IS REQUIRED TO BE INSTALLED			
	<input type="checkbox"/> DISPLAY ANY OF THE APPROVED MATERIALS OR/AND PROVIDED MATERIALS			
	<input type="checkbox"/> DISPLAY OF ANY OTHER WATER TREATMENT PRODUCTS AND/OR SYSTEMS IS PROHIBITED			
	<u>OUTSIDE</u>			
	<input type="checkbox"/> DISPLAY THE BILLBOARD ACCORDING TO CITY COUNCIL AND ENAGIC'S REGULATIONS			
	APPROVED MATERIALS			
	Authorization Number:			
	<input type="checkbox"/> DISPLAY ANY OF THE APPROVED MATERIALS OR/AND PROVIDED MATERIALS			

APPROVED MATERIALS	**you may refer to APPROVED MATERIALS CERTIFICATE FORM for further information**
PROVIDED MATERIALS	**you may purchase the PROVIDED MATERIALS from our SUPPLY ORDER FORM**

C. 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 Authorized Service Centre 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. making any changes on Machines', UKON's and Filters' pricings (Anespa Ceramic Cartridge, Anespa External Cartridge, Cartridge Filters – HIGH GRADE OLD, HIGH GRADE NEW and F8);
 - iv. advertise and/or sell any items/services that does not originate from Enagic (Malaysia) Sdn Bhd; and
 - v. make changes of approved artworks without obtaining approval from Enagic (Malaysia) Sdn Bhd (unless required by Malaysia Authority).
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 by filling up 'Approved Materials Certificate Form';
 - iii. producing new marketing materials which does not originate from Enagic (Malaysia) Sdn Bhd;
 - iv. advertise and/or sell items/services which does not originate from Enagic (Malaysia) Sdn Bhd;
 - v. conducting any campaign, promotion or any form of advertisement for the purpose of advertising company's products and services;
 - vi. make changes on Authorized Service Centre's name, premise's address, phone number; and
 - vii. 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. initiate operations with full scale within **one (1) month** after the official license has been furnished (for new registration application);
 - ii. display price tag to all displayed items and provided services;
 - iii. display '**Enagic®'s Authorized Service Centre License**' original license at visible place in the premise for public reference;
 - iv. display '**Independent Distributor**', '**Full Name**' and '**ID Number**' on all approved artworks for public reference; and

- v. 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 and Enagic®'s Service Centre Agreements.
10. I hereby agree and acknowledge to abide by the provision of the Enagic®'s Sets of Policies and Enagic®'s Service Centre License Program Agreements as it is designed in accordance to relevant regulations of Malaysia.
11. I hereby agree and acknowledge that the '**Enagic®'s Authorized Service Centre License**' program is a privilege which can be revoked at the discretion of the company.
12. Upon approval, Distributor is entitled for certain privileges such as promoting and advertising any of Enagic®'s trademarks, trade names, and service marks in accordance to Article #8 of the Enagic®'s Policies & Procedures and other privileges such as Discounted Price for Authorized Service Centre; and
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 Authorized Service Centre's Agreements.
14. In the event of **SUSPENSION** and/or **TERMINATION** took effect due to the violation of Enagic®'s Sets of Policies, Enagic®'s Authorized Service Agent's Agreements and this provision of the agreement, Enagic® (Malaysia) Sdn Bhd reserves the rights to impose re-inspection fees depending on costs that may incurred as below:

****All prices are zero-rated of GST****

Klang Valley area:	MYR 300.00 (minimum amount)
Non Klang Valley area:	MYR 500.00 (minimum amount)

15. Distributor is required to notify Enagic® (Malaysia) Sdn Bhd accordingly by write in an email towards compliance@enagic-my.com and Enagic® (Malaysia) Sdn Bhd shall advise the total amount needs to be made prior for further inspection.

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 TWO (2) YEAR** from the approval date and distributors are obliged to renew their status with Enagic® (Malaysia) Sdn Bhd at least **one (1) month** prior to expiration date. Otherwise, the status will be nullified by default upon reaching expiration date. All the privileges shall be **REVOKED BY DEFAULT** and distributor is required to reapply in order to regain those privileges.

22. 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.
23. 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.

DISCOUNTED PRICE FOR AUTHORIZED SERVICE CENTRE

- i. I hereby agree to make payment in advance before I may collect any of the products mentioned above.
- ii. Distributor is entitled to purchase Enagic®'s selected items at discounted price with minimum quantity. However, distributor shall not provide any price (mentioned products above) that deviates from the minimum selling prices as stated above. Distributor must always sell Enagic®'s products based on the retail price set by Enagic (Malaysia) Sdn Bhd.
- iii. I hereby agree to service any customer regardless where the Enagic® machine has been purchased.
- iv. Distributors are to **TAKE NOTE** that the discounted prize is a privilege which has been made available towards Authorized Service Centre in Malaysia and it can be revoked at the discretion of the company at any time.
- v. Enagic® (Malaysia) Sdn Bhd reserves the rights, at its own discretion to make any amendment to the figures above and/or discontinue the discounted price for all/any of the products mentioned above.

Kindly refer to Discounted Price for Authorized Service Centre form which can be downloaded from www.enagic-my.com

ADDITIONAL AGREEMENT FOR AUTHORIZED SERVICE CENTRE LOCATED IN EAST MALAYSIA

- i. I hereby agree that Enagic (Malaysia) Sdn Bhd reserves the rights to appoint any Authorized Service Centre to perform **Free one-time deep cleaning service** for Extended Warranty Program.
- ii. I hereby agree that all payment must be made towards Enagic (Malaysia) Sdn Bhd. I shall not request any payment from customers.
- iii. I hereby agree that Enagic (Malaysia) Sdn Bhd will reimburse the following amount to the Authorized Service Centre's bank account details once the **Free one-time deep cleaning service** has been completed.

All machines	MYR 100.00
LeveLuk SUPER501	MYR 130.00

- iv. Enagic (Malaysia) Sdn Bhd shall arrange the delivery of the serviced machines to the customers' place. However, Authorized Service Centre is required to provide full cooperation with Enagic Malaysia to execute such arrangement.

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

APPLICANT'S SIGNATURE: NAME: NRIC NO: DESIGNATION: INDEPENDENT DISTRIBUTOR DATE:	WITNESS'S SIGNATURE: NAME: NRIC NO: DESIGNATION: INDEPENDENT DISTRIBUTOR ID NO: DATE: **WITNESS HERE REFERS TO A MEMBER WITHIN THE SAME GROUP**
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