## **ALL APPLICATION MUST BE SUBMITTED TO**



# **ENAGIC® (MALAYSIA) SDN BHD**

Registration No.: 201101042983

Direct Sales License No.: AJL931978

goc.mys@enagic.com
CC to sales@enagic-my.com

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

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E-PAYMENT PRODUCT  APPLICATION FORM [BRUNEI]	FINANCIAL STATUS	☐ APPROVED		CHECKED BY:	
	X USER	ONLY APPLICA	BLE FOR DISTRIBUTOR	<b>\</b>	
ID NUMBER	☐ DISTRIBUTOR	PASSPORT/NR	IC & MEMBER FEE: BN	ID 15.40 **STARTER K	(IT INCLUDED**

'					
FOR OFFICE USE ONLY	RECEIVED BY:			APPLICATION DA	TE:
A DDINGIDAL INFORMATION					
A. PRINCIPAL INFORMATION	<u>l.</u>				
Full Name (as per IC/Passport):					
Passport or NRIC:			Date of Bir	th:	
Present Residential Address:					
Permanent Residential					
Address:				*	*if different from the above**
Correspondent Address:	☐ Present Residential	☐ Permanent Resi	dential		**please tick one (1) only**
correspondent / duress.			k	*address must match	with the provided utility bill**
Phone No (Home/Office):			(Mobile):		
Email Address:			Gender:		□Male □Female
B. PRODUCT DETAILS.				**All pr	ices are zero-rated of GST**
	SE	RIAL NUMBER			PRICE
CATEGORY - MACHINE					
□ SD501					BND 4,301.60
□ K8					BND 5,840.20
☐ SUPER501					BND 5,783.80
□ ANESPA DX					BND 2,768.70
CATEGORY - EMGUARDE					
□ EMGUARDE					BND 2037.20
C. SPONSOR'S INFORMATIO	<u>N.</u>				
Full Name (as per IC/Passport):					
ID No:			Contact No	):	
Passport or Company No:			Register th	e Applicant as your (	) A
D. ENROLLER'S INFORMATIO	<u>DN.</u>				
Full Name (as per IC/Passport):					
ID No:			Contact No	0:	
E. PRINCIPAL BANK INFORM	IATION.	**FILL O	UT IF APPLI	CANT REGISTER AS DIS	STRIBUTOR**
Account Holder Name:					
Name of the Bank:					
Address of the Bank:					
Postal Code:			City & Cou	ntry	
Account No:			IBAN:		
Passport No:			SWIFT:		
Company Registration No:			Income Ta	x No:	

F. SHIPPING DETAILS.	**All prices are zero-rated of GST**				
CATEGORY - MACHINE					
MACHINE & COURIER	COURIER (DHL) **INSURANCE INCLUDED**				
K8			☐ BND 251.00		
ANESPA DX	□ BND 195.70				
SD501	D	elivery	option is not applicable.		
	All customers must e	ither m	ade a self-collection in Enagic Ma	alaysia office	
SUPER501	ora	arrange	their own courier provider.		
CATEGORY - EMGUARDE					
EMGUARDE			BND 134.70		
G. MACHINE & EMGUARDE 1	TO BE DELIVERED TO:  **Delivery within Brunei region only**				
Recipient:			Contact No:		
Address:					
Postal Code:			City & Country:		
H. TOTAL PAYMENT.					
PRODUCT:	□ SD501	□ K8		□ EN4	GUARDE
FRODUCT.	☐ SUPER501	□ AN	ESPA DX		JUANDL
TENURE (MONTH):	24 ON	LY		□ 6	□ 12
DOWN PAYMENT	BND				
STARTER KIT	BND 15.40				
APPLICABLE STAMP DUTY	BND 3				
TOTAL	BND				
I. <u>AGREEMENTS.</u>					

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; <a href="www.enagic-my.com">www.enagic-my.com</a>. 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:

or ortsort agrees that the just and se	cona commission payout (pe	in point, by Enagic consists t	of the johowing.	
Machine	SD501	K8	SUPER501	ANESPA DX
	(Special Points – SP + Basic)			
First commission payout	MYR 250.00	MYR 250.00	MYR 285.00	MYR 115.00
Second commission payout	MYR 750.00	MYR 1000.00	MYR 895.00	MYR 356.00
		(Bas	ic only)	
First commission payout	MYR 250.00	MYR 250.00	MYR 285.00	MYR 115.00
Second commission payout	MYR 460.00	MYR 750.00	MYR 665.00	MYR 266.00

Category – EmGuarde	**6 and 12 months instalment commission are the same**
Enagic Member Distributors	Enagic Member Distributor is a distributor who has purchased a Leveluk machine, Anespa DX or Kangen
	Ukon product to join the Enagic business and is eligible to be called an Enagic Member.
First commission payout	MYR 117.00
Second commission payout	MYR 275.00
Non-Enagic Product Registered	Non-Enagic Product Registered Distributor is a distributor who has joined the Enagic business by purchasing
Distributor	the EmGuarde product only. These distributors have not yet purchased a Leveluk machine, Anespa DX or
	Kangen Ukon product to become eligible for Enagic member status.
First commission payout	MYR 91.00
Second commission payout	MYR 214.00

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 10 <sup>th</sup> of the month	25 <sup>th</sup> of the same month of the Sales Registration Date
11 <sup>th</sup> to 20 <sup>th</sup> of the month	5 <sup>th</sup> of the following month of the Sales Registration Date
21st to 31st of the month	10 <sup>th</sup> of the following month of the Sales Registration Date

### Standing Instruction can be made to:

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:

MODEL		24 Months
LeveLuk SD501	Down Payment	BND 1,292.00
MYR 13,980.00	Handling Fee	BND 154.00
or	Total Initial Payment	BND 1,446.00
BND 4,301.60	Monthly Payment	BND 125.40

MODEL		24 Months
LeveLuk K8	Down Payment	BND 1,753.00
MYR 18,980.00	Handling Fee	BND 154.00
or	Total Initial Payment	BND 1,907.00
BND 5,840.20	Monthly Payment	BND 170.30

MODEL		24 Months
LeveLuk SUPER501	Down Payment	BND 1,723.00
MYR 18,800.00	Handling Fee	BND 154.00
or	Total Initial Payment	BND 1,877.00
BND 5,783.80	Monthly Payment	BND 169.20

MODEL		24 Months
Anespa DX	Down Payment	BND 923.10
MYR 9,000.00	Handling Fee	BND 154.00
or	Total Initial Payment	BND 1,077.10
BND 2,768.70	Monthly Payment	BND 76.90

MODEL		24 Months	
12 months			
EmGuarde – 12 months	Down Payment	BND 782.00	
MYR 6,620	Handling Fee	BND 46.00	
or	Total Initial Payment	BND 828.00	
BND 2,037.20	Monthly Payment	BND 104.60	
6 months			
EmGuarde – 6 months	Down Payment	BND 782.00	
MYR 6,620	Handling Fee	BND 31.00	
or	Total Initial Payment	BND 813.00	
BND 2,037.20	Monthly Payment	BND 209.20	

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\*\*
- Photocopy of the Standing Instruction Form issued 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.
- 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; **LEGAL ACTIONS**.
- 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 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® (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; www.enagic-my.com. 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.   □ Disagree					
hereby acknowledge and agree to pay the applicable stamp duty of BND 3 in full prior to the execution of this Agreement.					
The Applicant hereby acknowledges to receive <b>a unit of pH Level Test Kit (Liquid Form) – Phenolphthalein</b> for the purpose of testing the pH value of the water after installation has been completed. *machine category only*					
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 machine 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 3 <sup>rd</sup>					
party as Enagic® (Malaysia) Sdn Bhd may in its absolute discretion deem n					
products and services. Further and in addition thereto, The Parties hereby con- required in relation thereto and that this shall constitute consent for the proces	, ,				
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.					
CATEGORY - MACHINE					
I acknowledge to have been informed in regards to the following by the seller prior agreeing to enter into the agreement:					
☐ Monthly E- Cleaning — Once a month (requires E-Cleaner Powder & CPU)	□ Deep Cleaning – Once a year				
**Monthly E-Cleaning and Deep Cleaning are not applicable for ANESPA DX machine**					
□ Replacement Filters	Coverage under Warranty				
☐ Machine Operation Guidelines – (How to operate the machine)	☐ Marketing Plan (for distributors only)				
□ Solution to produce Strong Acidic (pH 2.5) & Strong Kangen (11.5) – Based on Usage Rate (requires Electrolysis Enhancer)					
APPLICANT'S SIGNATURE:	SPONSOR'S SIGNATURE:				
DATE:					
DAIL.	DATE				