



## **APPROVED MATERIALS AGREEMENT**

This Agreement is entered into on the \_\_\_\_ day of \_\_\_\_ in the year 20\_\_ between Enagic (“Enagic”) Distributor (Distributor ID # \_\_\_\_\_) (“Distributor”).

WHEREAS, Enagic is a manufacturer and retailer of water ionizer filtration systems considered to be the preeminent brand in the industry.

WHEREAS, Distributor has applied to Enagic for authorization for ‘Approve Materials’ to promote and display Enagic products and services and to provide services in accordance to Enagic Policies & Procedures.

THEREFORE, Enagic and Distributor (hereafter known as “Parties” agree to the following).

### **1. Prohibition on Sales of Kangen Water™:**

Sales of Kangen Water™ or any other water produced from Enagic® machines, directly or indirectly, is strictly prohibited. This prohibition includes all sales of Kangen Water™ in which a person receives water, bottled water or otherwise, produced from Enagic® machines. No “donation”, “membership fee”, or other sum(s) may be collected for the distribution of Kangen Water™. Charging customers due to the use of electricity or the general usage of the machine is prohibited. These are considered to be business expenses and should be paid by the Distributor. Providing free Kangen Water™ in bottled form to prospective buyer is authorized. However, any labeling on the bottle or attached to the bottle is strictly prohibited, as it may create confusion that the sample water is “bottled” and/or “for resale”.

### **2. Trademarks:**

Kangen Water™ and other names/trade names/trademarks as may be adopted by Enagic are proprietary trade names and trademarks of Enagic. These marks are great value to Enagic and are supplied to Distributor for use only in an expressly authorized manner. Distributor agrees not to advertise Enagic product or services in any way other than the advertising or promotional materials made available to Distributor by Enagic. Distributor agrees not to use any written, printed, recorded or any other material in advertising, promoting or describing the products or services or Enagic’s marketing program, or in any other manner, any material which has not been copyrighted and supplied by Enagic, unless such material has been submitted to Enagic and approved in writing by Enagic before being disseminated, published or displayed. Distributor acknowledges that the copyright and title to any materials provided by Enagic and/or used with their express written permission and any trademarks or service marks relating thereto remain with Enagic (“Licensed Materials”). Distributor will have no right, title or interest in the Licensed Materials except as expressly set forth the in this Agreement. The limitations contained in this section will include, but not limited to, use in websites, social media, and other avenues of communication.

**3. Display and Identification:**

Distributor agrees to prominently display their full name and provided Enagic Distributor Identification Number (DIN) in their approved 'Product'. Distributor must place their full name, DIN, 'Independent Distributor' and Enagic Logo on any approved business cards, flyers, or other listed products based on our requirements stated in APPROVED MATERIAL CERTIFICATE documentation.

**4. Prohibition of Certain Claims:**

No claims as to the therapeutic or curative properties about the products can be made. Distributor is prohibited from making any statements that are regarded as health or medical claims such as stating that Kangen Water™ may alleviate, cure, diagnose, prevent, relieve, or treat any medical condition, disease, ailment or malady, or using said statements in any marketing and/or promotional materials.

**5. Distribution of Products:**

Distributor understands and agrees that Enagic (Malaysia) Sdn Bhd will not be responsible for any misuse of Parties' products by other individual and/or organization should the products may have been altered and/or tempered in any way. Distributor may distribute their approved products at their own risks.

**6. Liability:**

Nothing in this Agreement will constitute Distributor and Enagic as joint ventures, 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 the other. Enagic and Distributor are independent legal business operators and assume full responsibility for their own profits and losses.

**7. Indemnity:**

Distributor will indemnify, defend, and hold harmless Enagic, its affiliated entities, and their respective parents, owners, officers, directors, employees and agents from and against any and all claims, liabilities, judgments, damages, costs and expenses (including attorneys' fees and expenses), arising out of any breach of Enagic Policies and Procedures, Rules and Regulations and Terms and Conditions by Distributors.

**8. Assignment:**

This Agreement is made solely between the named Parties and it is neither transferable nor assignable by Distributor.

**9. Termination:**

This Agreement may be terminated at any time, without cause, by either Party with ten (10) days written notice. In the event of termination, Licensed Materials, and any other Enagic property must be returned to Enagic and will be accepted for full credit (if paid for), subject to Section 7 of this Agreement. The Parties agree that risk of loss does not pass to Enagic until Enagic has accepted delivery of the consigned stock at its premises.

**10. Default:**

Distributor understands and agrees that if he/she should default on, or breach, any section of this agreement, Enagic Policies and Procedures, Rules and Regulations and Terms and Conditions, Enagic will have the right to terminate the Agreement and demand compensation for any losses incurred as a result of the default and/or breach.

**11. Confidentiality:**

The terms of this Agreement are to be kept confidential until such time as the Parties jointly agree, in writing, to disclose said Agreement. Distributor hereby warrants that all information derived in the course of his/her relationship with Enagic will be kept confidential at all times, including but not limited to trade secrets, financial information, promotional materials, product information and pricing data.

**12. Merger:**

This Agreement represents the entire agreement between the Parties with respect to the stated subject matter within and supersedes all previous written and oral agreements. NO changes to this Agreement may be made without the written consent of both Parties through the execution of a written amendment.

**13. Governing Law:**

This Agreement shall be interpreted and construed according to, and governed by, the Laws of Malaysia. The applicable court in Malaysia shall have jurisdiction to hear any dispute under this Agreement.

IN WITNESS WHEREOF, the Parties agree and execute this Agreement and shall be binding upon our successors-in-title and assigns.

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Name:  
NRIC No:  
Designation:  
Distributor ID No:  
Date:

.....  
Enagic (Malaysia) Sdn Bhd  
Name:  
Designation:  
Date:



ENAGIC (Malaysia) SdnBhd No. 971103-W (AJL931978)  
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