



ENAGIC® (MALAYSIA) SDN BHD

Registration No.: 201101042983

Direct Sales License No.: AJL931978

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GOOD SAMARITAN (TOKUREI) AGREEMENT FORM

FOR OFFICE USE ONLY	RECEIVED BY:		APPLICATION DATE:	
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A. <u>PRINCIPAL INFORMATION.</u>				
Applicant's Name:				
NRIC:		ID Number:		
B. <u>SPONSOR'S INFORMATION.</u>				
Sponsor's Name:				
Sponsor's ID No:		Sponsor's Contact No:		
NRIC:				
C. <u>6A'S INFORMATION.</u>				
6A's Name:				
NRIC:		ID Number:		
D. <u>MACHINE DETAILS.</u> **All prices are zero-rated of GST**				
Machine:				
Price:	MYR			
E. <u>AGREEMENTS.</u>				
<p><i>This agreement is made between the prospective distributors (herein referred as 'APPLICANT', 'SPONSOR' and '6A'), and Enagic® (Malaysia) Sdn Bhd ('herein referred as ENAGIC').</i></p> <p><i>The clusters of prospective distributors (herein referred as 'THE PARTIES')</i></p> <p><i>The Applicant hereby verified and confirmed to opt for GOOD SAMARITAN (TOKUREI) PROGRAM 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 D shall be offset by deducting the Applicant's future commissions.</i></p> <p><i>Applicant agrees that the amount to be withheld (per point) by Enagic shall vary based on the model, types of payment; SINGLE PAYMENT/INSTALLMENT SCHEME, number of months and issuer bank.</i></p> <p><i>Kindly refer to the following for more information in regards to the amount to be withheld (per point):</i></p> <ul style="list-style-type: none"> • Enagic Malaysia Commission Chart (Single Payment) • Enagic Malaysia Commission Chart (Credit Card Installment Plan - TOKUREI) <ol style="list-style-type: none"> 1. <i>GOOD SAMARITAN (TOKUREI) PROGRAM is only made available towards any first time individual with limited financial status to purchase any of Enagic's machine yet desire to join Enagic as DISTRIBUTOR.</i> 2. <i>Applicant is required to submit together with the Product Application Form for his/her own registration and sale.</i> 3. <i>Applicant agrees to sell and submit at least one sale machine with any payment methods made available by Enagic® (Malaysia) Sdn Bhd, However, sale with GOOD SAMARITAN (TOKUREI) PROGRAM is prohibited.</i> 4. <i>No Applicant (TOKUREI) is allowed to purchase a subsequent unit of machines and/or UKON™ until his/her current GOOD SAMARITAN (TOKUREI) PROGRAM has been fully paid off.</i> 5. <i>Applicant agrees that the Special Points (SP) will not be allocated while the program is still in effect.</i> 				

6. Applicant agrees that the Special Points (SP) will only be allocated once the applicant has made a direct sale after the program has been fully paid off.
7. Applicant is not allowed to downgrade his/her machine as specified in SECTION D once the program is no longer in effect.
8. Applicant is required to fill up the MACHINE UPGRADE REQUEST FORM for any request of upgrade.
9. The withheld amount is non-refundable, and may only be used by the Applicant towards the purchase specified machine in SECTION D.
10. In the event that the DISTRIBUTORSHIP is being **TERMINATED** involuntary or voluntary before the Applicant could purchase his/her desired machine, the withheld amount shall by default be the property of Enagic.
11. The agreement shall be **TERMINATED** by default once the GOOD SAMARITAN (TOKUREI) PROGRAM has been fully paid off either by accumulating the withheld commissions or by filling up the CANCELLATION OF GOODS SAMARITAN (TOKUREI) STATUS FORM and making the remaining balance payment.

The Parties hereby verified that all of the personal information and data (“Personal Data”) stated above are complete and accurate. The Parties hereby acknowledge that all the 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. The Parties are aware that Enagic® (Malaysia) Sdn Bhd has the right to reject such request whereby is incomplete and/or falsification of signature and/or initial has occurred during the submission of this form.

Enagic® (Malaysia) Sdn Bhd will review the agreements, the request history of the relevant Distributors; Sponsor and 6A and may make changes from time to time, or impose additional charges.

Furthermore, The Parties hereby agree that my personal data shall be processed, stored, used and disclosed in accordance with the Enagic® (Malaysia) Sdn Bhd’s Privacy Policy.

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 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, 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

I (Applicant) hereby further acknowledge that I understand my ten (10) working days right of cancellation during the ten (10) working days cooling off period from the moment the agreement has been **TERMINATED** by default as stated in Clause 12 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). ****

APPLICANT’S SIGNATURE:	SPONSOR’S SIGNATURE:	6A’S SIGNATURE:
DATE:	DATE:	DATE: