



**ENAGIC® (MALAYSIA) SDN BHD**

Company No.: 971103-W

**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](http://www.enagic-my.com)

**APPROVED MATERIALS CERTIFICATE FORM**

STATUS DATE:	<input type="checkbox"/> APPROVED BY:
	<input type="checkbox"/> REJECTED BY:

**A. PRINCIPAL INFORMATION.**

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

**B. AUTHORIZATION NUMBER (IF APPLICABLE).**

AUTHORIZATION NO:	
REASON IF REJECTED:	

**C. CATEGORY.**

One artwork for one form only.

<input type="checkbox"/>	BANNER	<input type="checkbox"/>	NAME CARD	<input type="checkbox"/>	EXHIBITION
<input type="checkbox"/>	BOOKLET	<input type="checkbox"/>	MAGAZINE ADS	<input type="checkbox"/>	LEFTLET
<input type="checkbox"/>	POSTER	<input type="checkbox"/>	GLASS STICKER	<input type="checkbox"/>	T-SHIRT
<input type="checkbox"/>	OTHERS				

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.

You are advisable not to print out or published your products until you have obtained the Authorization Number from Enagic® (Malaysia) Sdn Bhd.

Submission can be made by emailing the artwork towards [compliance@enagic-my.com](mailto: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'\*\****

***\*\*You are required to fill up TRADE SHOWS APPLICATION FORM, two (2) weeks prior to the event's date\*\****

#### D. BASIC REQUIREMENTS.

You are required to provide the following:

COMPULSORY	DISTRIBUTOR'S NAME
	ID NUMBER
	
	<b>**you may sent an email to <a href="mailto:compliance@enagic-my.com">compliance@enagic-my.com</a> by providing ID Number and Name for the artwork**</b>
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

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; Distributor Policies & Procedures, Privacy Policy, and Refund Policy** which is published on Enagic® (Malaysia) Sdn Bhd's website; [www.enagic-my.com](http://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).

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.

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](http://www.enagic-my.com) and such information shall be made public for the purposes of performing this agreement.

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 3<sup>rd</sup> 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

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.

Enagic® (Malaysia) Sdn Bhd reserves the rights to approve or reject any application without any discretion.

Enagic® (Malaysia) Sdn Bhd reserves the rights, at its sole and entire discretion, to take any disciplinary actions as stated in Article #40 of the Enagic®'s Policies & Procedures should there is any violation towards such Enagic®'s Policies & Procedures and this provision.

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.

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**.

All the privileges shall be **REVOKED BY DEFAULT** in any event of **SUSPENSION** and/or **TERMINATION** and distributor hereby agree that distributor has no rights to pursue such business any longer without Enagic® (Malaysia) Sdn Bhd written approval.

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.

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).

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.

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**.

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.

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.

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