



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

AUTHORIZED SERVICE AGENT APPLICATION FORM

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

A. PRINCIPAL INFORMATION.

NAME:		ID NUMBER:	
NRIC:		EMAIL:	
CONTACT NO:			
RANK:	() **minimum of 3A Rank is required to apply for Authorized Service Centre in Malaysia**		

B. CHECKLIST.

You are required to provide the following:

NAME CARD	<input type="checkbox"/> APPROVED MATERIALS		
	Authorization Number:		
<input type="checkbox"/> COPY OF NRIC	-		
<input type="checkbox"/> SERVICE TRAINING	<input type="checkbox"/> YES	TRAINING NO.:	
To be filled by Service Department once Training has been completed			

APPROVED MATERIALS	**you may refer to APPROVED MATERIALS CERTIFICATE FORM for further information**
PROVIDED MATERIALS	**you may purchase the PROVIDED MATERIALS from our SUPPLE 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 Agent 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:
- transferring the ownership of this license;
 - practice any code of conduct which deviate from Enagic (Malaysia) Sdn Bhd's Sets of Policies;
 - performing any service that deviates from '**Permittable Services**';
 - imposed charges that deviates from '**Permittable Charge Rates**';
 - to open the machines and/or conduct repair onto the machines on behalf of Enagic (Malaysia) Sdn Bhd at all cost;
 - advertise and/or sell any items/services that does not originate from Enagic (Malaysia) Sdn Bhd; and
 - to assign any individual (non-license holder) to conduct any service on behalf of the license holder.
7. I hereby agree and acknowledge that; I am **REQUIRED TO OBTAIN APPROVAL** from Enagic (Malaysia) Sdn Bhd for the following:
- to perform any service that deviates from '**Permittable Services**';
 - producing new artworks by filling up 'Approved Materials Certificate Form';
 - producing new marketing materials which does not originate from Enagic (Malaysia) Sdn Bhd;
 - advertise and/or sell items/services which does not originate from Enagic (Malaysia) Sdn Bhd;
 - conducting any campaign, promotion or any form of advertisement for the purpose of advertising company's products and services; and
 - transfer the ownership of Authorized Service Agent to another party.
 - to assign any individual (non-license holder) to conduct any service on behalf of the license holder.
8. I hereby agree and acknowledge that; **IT IS REQUIRED FOR ME TO EXECUTE** the following:
- initiate operations with full scale within **one (1) month** after the official license has been furnished (for new registration application);
 - to present his/her '**Enagic®'s Authorized Service Centre Agent Card**' prior conducting any form of service under '**Permittable Services**';
 - to arrange for the faulty machine to be submitted to Enagic (Malaysia) Sdn Bhd's office in the event that the machine cannot be solved on the site;
 - carry '**Enagic®'s Authorized Service Centre Agent Card**' at all time for public reference;
 - notify the charges based on '**Permittable Charge Rates**' and '**Mileage Program**' prior conducting any form of service;
 - keep original license copy of '**Enagic®'s Authorized Service Agent License**' at all cost for public reference;
 - monthly reporting towards Service Department; and
 - 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 Agent License Program Agreements.
10. I hereby agree and acknowledge to abide by the provision of the Enagic®'s Sets of Policies and Enagic®'s Service Agent License Program Agreements as it is designed in accordance to relevant regulations of Malaysia.
11. I hereby agree and acknowledge the importance to attend the training in Enagic (Malaysia) Sdn Bhd's office and appointment need to be made with Service Department prior to such training.
12. I hereby agree and acknowledge that the '**Enagic®'s Authorized Service Agent License**' program is a privilege which can be revoked at the discretion of the company.
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 Service Agent License Program Agreements.

14. 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 follows:
- i. Discounted Price;
 - ii. Permittable Charge Rates; and
 - iii. Mileage Program.
15. 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 Agent's Agreements.
16. In the event of **SUSPENSION** and/or **TERMINATION** took effect due to the violation of Enagic®'s Sets of Policies, and this provision of the agreement, distributor is required to attend another training and Enagic® (Malaysia) Sdn Bhd reserves the rights to impose training fee and make payment worth MYR 200.00:
17. Distributor is required to notify Enagic® (Malaysia) Sdn Bhd accordingly by write in an email towards service@enagic-my.com and payment needs to be made prior for the above.

Beneficiary Name:	Enagic® (Malaysia) Sdn Bhd
Issuing Bank:	Public Bank Berhad
Account Number:	3-1777-8621-4

18. 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.
19. 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.
20. 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).
21. 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.
22. 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.
23. 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.
24. All data provided need to be destroyed immediately and distributor is bound to act in accordance to Personal
25. 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.
26. 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.

D. PRIVILEGES

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.

i. DISCOUNTED PRICE FOR AUTHORIZED SERVICE AGENT

- a. I hereby agree to make payment in advance before I may collect any of the products mentioned above.
- b. 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 is given permission to set higher pricing than below; but **not more than retail pricing** as to accommodate any cost incurred.
- c. Distributors are to **TAKE NOTE** that the discounted prize is a privilege which has been made available towards Authorized Service Agents in Malaysia and it can be revoked at the discretion of the company at any time.
- d. 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.

ITEMS DESCRIPTION	MINIMUM SELLING PRICE (RETAIL PRICE) **All prices are zero-rated of GST**	DISCOUNT BY 10% **All prices are zero-rated of GST**	PRICE AFTER THE DISCOUNT **All prices are zero-rated of GST**	MINIMUM QUANTITY TO BE PURCHASED
E-CLEANER CARTRIDGE (CPU)	MYR 53.00	MYR 5.30	MYR 47.70	20
CITRIC ACID POWDER (300G)	MYR 12.00	MYR 1.20	MYR 10.80	10
KDF FILTER	MYR 100.00	MYR 10.00	MYR 90.00	20
ION FILTER	MYR 100.00	MYR 10.00	MYR 90.00	20
DIVERTOR	MYR 176.00	MYR 17.60	MYR 158.40	20
FLEXIBLE PIPE FOR ALL LEVELUK SERIES – 48 CENTIMETERS	MYR 250.00	MYR 25.00	MYR 225.00	10
FLEXIBLE PIPE FOR LEVELUK SD501 PT – 48 CENTIMETERS	MYR 220.00	MYR 22.00	MYR 198.00	10
FLEXIBLE PIPE FOR ALL LEVELUK SERIES – 80 CENTIMETERS	MYR 440.00	MYR 44.00	MYR 396.00	10
8 PIECES ADAPTER	MYR 55.00	MYR 5.50	MYR 49.50	20

ii. MILEAGE PROGRAM FOR AUTHORIZED SERVICE AGENT

- a. I hereby agree to make payment in advance before I may collect the cost incurred from the customers.
- b. Distributor is entitled to charge customer for total of **80 cent per kilometer** from the customer providing that both parties have reached mutual agreement. However, distributor shall not provide any price (mentioned above) that deviates from the pricing as stated above.
- c. Distributors are to **TAKE NOTE** that the mileage program is a privilege which has been made available towards Authorized Service Agents in Malaysia and it can be revoked at the discretion of the company at any time.
- d. 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.

iii. PERMITTABLE CHARGES RATE

- a. I hereby agree to make payment in advance before I may collect the cost incurred from the customers.
- b. Distributor is entitled to charge customer for services based on **permissible services** from the customer providing that both parties have reached mutual agreement. However, distributor shall not provide any price (mentioned above) that deviates from the pricing as stated below.

- c. Distributors are to **TAKE NOTE** that the permissible charges rate is a privilege which has been made available towards Authorized Service Agents in Malaysia and it can be revoked at the discretion of the company at any time.
- d. 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.

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

<i>Products Installation</i> <i>*charges must be according to the current market price and mutual agreement in writing must be obtained*</i>	MYR 50.00 (minimum)	<ul style="list-style-type: none"> • <i>Machines’ installation;</i> • <i>Pre-Filters’ installation; and</i> • <i>Filters’ installation.</i>
<i>Products Troubleshooting</i>	MYR 50.00	<ul style="list-style-type: none"> • <i>Monthly Cleaning; and</i> • <i>Tear Accessories Replacement</i> <i>*further information will be provided during training*</i>
<i>Products Maintenance</i>	MYR 150.00	<ul style="list-style-type: none"> • <i>Yearly Cleaning;</i>

iv. **ACCESS TO INFORMATION**

- a. I hereby agree to receive all information (“personal data”) from Enagic (Malaysia) Sdn Bhd for the purpose of executing Authorized Service Agent Program.
- b. Distributor acknowledges to adhere to the seven Personal Data Protection Principles as stated in the Personal Data Protection Act 2010.
- c. Distributor acknowledge to take procedural steps as to ensure personal data provided is protected from any loss, misuse, modification, unauthorized or accidental access or disclosure, alteration or destruction.
- d. Distributor acknowledges not to disclose any information, without the data subject’s consent unless required or requested by data subject in written or electronic, to comply to legal, regulatory or any government agency notification requirements, required under the law or in relation to any order or judgment of a court, and if it is permitted by the law for the prevention of crime; to include any illegal/unlawful activities or fraud or for the purpose of persecution of offenders or any form of investigation relating to any of these.
- e. Distributor acknowledges the rights of data subject the right to access his/her own data and to correct personal data which is inaccurate, incomplete, misleading or outdated. Data subject also has the right to omit and/or opt-out thus removing from the program.
- f. Distributor acknowledges that personal data is not to be retained longer than is necessary for the fulfilment of the purpose for which it was provided. In the event that **SUSPENSION** and/or **TERMINATION** occurs, Authorized Service Agents are required to take reasonable steps to ensure all the data provided is destroyed or permanently deleted.

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

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