



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 CENTRE 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 4A Rank is required to apply for Authorized Service Centre in Malaysia**		
AUTHORIZED SERVICE CENTRE'S NAME			
ADDRESS:			
	only commercial area is accepted for any application of Authorized Service Centre in Malaysia		
COMPANY REG NO:			
CONTACT NO:		EMAIL:	

B. CHECKLIST.

You are required to provide the following:

NAME CARD	<input type="checkbox"/> APPROVED MATERIALS	<input type="checkbox"/> PROVIDED MATERIALS		
<input type="checkbox"/> COPY OF NRIC	-			
<input type="checkbox"/> COMPANY REG CERTIFICATE(S)	ENTERPISE	SDN BHD		
	<input type="checkbox"/> SSM	<input type="checkbox"/> SSM	<input type="checkbox"/> FORM 9	<input type="checkbox"/> FORM 49
PHOTO OF THE AUTHORIZED SERVICE CENTRE	INSIDE			
	<input type="checkbox"/> A UNIT OF LEVELUK MACHINE IS REQUIRED TO BE INSTALLED			
	<input type="checkbox"/> DISPLAY ANY OF THE APPROVED MATERIALS OR/AND PROVIDED MATERIALS			
	<input type="checkbox"/> DISPLAY OF ANY OTHER WATER TREATMENT PRODUCTS AND/OR SYSTEMS IS PROHIBITED			
	OUTSIDE			
	<input type="checkbox"/> DISPLAY THE BILLBOARD ACCORDING TO CITY COUNCIL AND ENAGIC'S REGULATIONS			
	<input type="checkbox"/> DISPLAY ANY OF THE APPROVED MATERIALS OR/AND PROVIDED MATERIALS			
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

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, 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). 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 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 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

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 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 has given a privilege to perform Deep Cleaning Services towards Enagic® machines. Distributor is also entitled to purchase Enagic®'s selected items at discounted price with minimum quantity. ****Kindly refer to DISCOUNTED PRICE FOR AUTHORIZED SERVICE CENTRE for more information****

The approval shall **LAST A YEAR** from the approval date and distributors are obliged to renew their status with Enagic® (Malaysia) Sdn Bhd at least one week before expiry 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.

Distributor shall not provide any price that deviates from the retail prices for any of Enagic®'s machines and filters. Distributors are given permission to set higher pricings to other products to accommodate any cost incurred. However, no distributors are allowed to use Enagic® (Malaysia) Sdn Bhd details such as company's name, direct sales license number, good and service tax (GST) no and etc in the Tax Invoice or Receipt in any circumstances.

Distributors are to **TAKE NOTE** that such privilege can be revoked at the discretion of the company at any time.

In the event of **SUSPENSION** took effect due to the violation of Enagic®'s Policies & Procedures and this provision of the agreement, Enagic® (Malaysia) Sdn Bhd reserves the rights to impose re-inspection fees depending on costs that may incurred as below:

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

Klang Valley area: MYR 300.00 (minimum amount)

Non Klang Valley area: MYR 500.00 (minimum amount)

Distributor is required to notify Enagic® (Malaysia) Sdn Bhd accordingly by write in an email towards compliance@enagic-my.com and Enagic® (Malaysia) Sdn Bhd shall advise the total amount needs to be made prior for further inspection.

Beneficiary Name: Enagic® (Malaysia) Sdn Bhd

Issuing Bank: Public Bank Berhad

Account Number: 3-1777-8621-4

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's 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.

APPLICANT'S SIGNATURE:

NAME:
NRIC NO:
DESIGNATION: INDEPENDENT DISTRIBUTOR
DATE:

WITNESS'S SIGNATURE:

NAME:
NRIC NO:
DESIGNATION: INDEPENDENT DISTRIBUTOR
ID NO:
DATE:

****WITNESS HERE REFERS TO A MEMBER WITHIN THE SAME GROUP****