



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

TRADE SHOWS
APPLICATION FORM

ID NUMBER	
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FOR OFFICE USE ONLY	RECEIVED BY:		APPLICATION DATE:	
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A. PRINCIPAL'S INFORMATION.

Applicant's Name:			
NRIC or Company No:		Date of Birth:	
Email Address:		Contact No:	
Address:			

B. SUPPORTED BY.

6A's Name:			
NRIC or Company No:		Date of Birth:	
ID Number:		Contact No:	
Signature:		Date:	

C. EVENT'S INFORMATION.

Event's Title:			
Organizer:			
Salesperson's Name:		Contact No:	
Venue's Address:			

D. EVENT'S DURATION. **Maximum four (4) days are allowed**

	From (dd/mm/yy)	To (dd/mm/yy)	Total number of days
Event's Date			

E. MISC.

Languages	Malay	English	Chinese	Remarks
Booklet Brochures				300 Max (combination)
A4 Size Brochures	<i>Only available in English Language:</i>			300 Max
Starter Kit	<i>Only available in English Language:</i>			100 Max
Enagic® Blue Woven Bag	<i>Only available for SMALL BAG:</i>			200 Max
Banner	<i>Only available in English Language:</i>			1 Unit Max
Loaner Machine	<input type="checkbox"/> SD501	<input type="checkbox"/> JR11	<input type="checkbox"/> SD501-PT	If Available

F. COLLECTION FOR MISC.			
Name:		NRIC:	
Signature:		Date:	
G. DELIVERY FOR MISC. <input type="checkbox"/> Same as Section A			
Recipient's Name:		Contact Number:	
Address of delivery:			
Tracking Number:	<input type="checkbox"/> GDEX:		
H. OFFICE USE ONLY.			
Approved/Released by:	<input type="checkbox"/> Compliance Department	<input type="checkbox"/> Stock Department	
Date and Signature	Name:	Name:	
	Date:	Date:	
I. TOTAL PAYMENT FOR MISC (if required- SHIPPING FEE). **All prices are zero-rated of GST**			
Shipping Fee	MYR	Refer to Customer Service Personnel	
J. PAYMENT METHODS. – SINGLE PAYMENT ONLY			
<input type="checkbox"/> CREDIT CARD	Swipe in the office	<input type="checkbox"/> Visa	<input type="checkbox"/> Master
<input type="checkbox"/> MOTO	Mail Order	<input type="checkbox"/> Visa	<input type="checkbox"/> Master
	Credit Card Number:		
	Credit Card Expiry Date	(MM/YY)	
	Cardholder's Signature:		
<input type="checkbox"/> CHEQUE	<input type="checkbox"/> PBB: 3-1777-8621-4	*proof of payment needs to be submitted to compliance@enagic-my.com *	
<input type="checkbox"/> REMITTANCE	<input type="checkbox"/> HLB: 223-00000-162		
K. TERMS AND CONDITIONS			
1. Copy of credit card (front side only) must be submitted for MOTO payment method.			
2. A minimum Penalty Fee of MYR 150.00 per case (zero-rated of GST) onto the request for Cancellation and Amendment for each transaction.			
L. ALTERNATE PAYER SECTION (if required).			
The Payer (Name) _____ bearing the NRIC/Passport No: _____ paying total of MYR _____ for The Applicant (Name) _____			
ALTERNATE PAYER'S SIGNATURE: _____			

M. 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 Trade Show Application 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:

- i. transferring the ownership of this license;
- ii. practice any code of conduct which deviate from Enagic (Malaysia) Sdn Bhd's Sets of Policies;
- iii. use any of Enagic's trademarks and trade names without obtaining approval from Enagic (Malaysia) Sdn Bhd;
- iv. make changes of approved artworks without obtaining approval from Enagic (Malaysia) Sdn Bhd (unless required by Malaysia Authority);
- v. advertise and/or sell any items/services that does not originate from Enagic (Malaysia) Sdn Bhd;
- vi. to make misrepresentation of company's products and services and/or marketing plans;
- vii. to make false or fraudulent representation about company, the products, compensation plan, or income potentials; and
- viii. to use any of Enagic's trademarks and trade names in a manner that violate Enagic (Malaysia) Sdn Bhd's Sets of Policies.

7. I hereby agree and acknowledge that; I am **REQUIRED TO OBTAIN APPROVAL** from Enagic (Malaysia) Sdn Bhd for the following:

- i. by submitting one (1) month in advance prior to the event's date;
- ii. obtain support from 6A Rank or Above Leader;
- iii. advertise and/or sell items/services which does not originate from Enagic (Malaysia) Sdn Bhd;
- iv. conducting any campaign, promotion or any form of advertisement for the purpose of advertising company's products and services;
- v. conducting any trade shows within Malaysia for the purpose of advertising company's products and services; and
- vi. transfer the ownership of Approved Trade Shows Application to another party.

8. I hereby agree and acknowledge that; **IT IS REQUIRED FOR ME TO EXECUTE** the following:

- i. display the original license of 'Enagic®'s Trade Shows Application License' for public reference;
- ii. provide photo of the **Entrance and Booth** during the events;
- iii. display '**Independent Distributor**', '**Full Name**' and '**ID Number**' on all approved artworks for public reference; and
- iv. 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 Trade Shows Application Agreements.

10. I hereby agree and acknowledge to abide by the provision of the Enagic®'s Sets of Policies, and Enagic®'s Trade Shows Application Agreements as it is designed in accordance to relevant regulations of Malaysia.

11. I hereby agree and acknowledge that the '**Enagic®'s Trade Shows Application License**' program is a privilege which can be revoked at the discretion of the company.

12. I hereby agree and acknowledge that Enagic® (Malaysia) Sdn Bhd reserves the rights to grant any items under Section E. at its own discretion.

13. I hereby agree and acknowledge to be fully responsible to make full payment of MYR 200 (Banner) per unit and/or other payment that may arise for all the damages resulting from improper use for the Loaner Machine.
14. I hereby agree and acknowledge that I am required to fill up the Loaner Machine Request Form should I wish to request for a loaner unit and be bound by its provision of agreements (including any amendments thereto which shall be furnished to me from time to time).
15. 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 do so only at the specified time period as stated in the license. A written authorization from the company needs to be obtained at least three (3) days or otherwise it shall be considered as violation of Article #8 of the Enagic®'s Policies & Procedures and this provision of agreement.
16. 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 Approved Materials Certificate Agreements.
17. 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.
18. 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.
19. 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).
20. 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 for Trade Shows Application for a period of six (6) months from the termination date took effect.
21. 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.
22. The approval shall only last **based on the Enagic®'s Trade Shows Application License** unless the written authorization has obtained from Enagic® (Malaysia) Sdn Bhd.
23. 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 cease the trade shows **immediately** from the written notice by Enagic® (Malaysia) Sdn Bhd in regards of any circumstances.
24. 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.
25. 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:

DESIGNATION:

DATE:

6A'S SIGNATURE:

NAME:

NRIC:

DESIGNATION:

DATE:

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