



**ENAGIC® (MALAYSIA) SDN BHD**

Registration No.: 201101042983

**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)

## **E-PAYMENT PRODUCT APPLICATION FORM**

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

ID NUMBER	X USER	ONLY APPLICABLE FOR DISTRIBUTOR
	<input type="checkbox"/> DISTRIBUTOR	NRIC & MEMBER FEE: MYR 50.00 <b>**STARTER KIT INCLUDED**</b>

<b><u>FOR OFFICE USE ONLY</u></b>	<b>RECEIVED BY:</b>	<b>APPLICATION DATE:</b>
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### **A. PRINCIPAL INFORMATION.**

*Applicant's Name:			
*NRIC or Company No:		*Date of Birth:	
*Present Residential Address:			
*Permanent Residential Address:			
	<i>**if different from the above**</i>		
Correspondent Address:	<input type="checkbox"/> Present Residential	<input type="checkbox"/> Permanent Residential	<i>**please tick one (1) only**</i>
	<i>**address must match with the provided utility bill**</i>		
Phone No (Home/Office):		*(Mobile):	
Email Address:			

### **B. MACHINE DETAILS.** *\*\*All prices are zero-rated of GST\*\**

PRODUCTS	SERIAL NUMBER	PRICE
<input type="checkbox"/> SD501		MYR 13,980.00
<input type="checkbox"/> K8		MYR 18,980.00
<input type="checkbox"/> ANESPA DX		MYR 9,000.00

### **C. SPONSOR'S INFORMATION.**

Enroller's Name:			
Enroller's ID No:		Enroller's Contact No:	
Sponsor's Name:	<input type="checkbox"/> Same as Above		
Sponsor's ID No:		Sponsor's Contact No:	
NRIC or Company No:		Register the Applicant as your ( ) A	

### **D. PRINCIPAL BANK INFORMATION.** *\*\*FILL OUT IF APPLICANT REGISTER AS DISTRIBUTOR\*\**

Account Holder Name:			
Name of the Bank:			
Account No:			
NRIC No:		Old NRIC No:	
Company Registration No:		Income Tax No:	

**E. SHIPPING DETAILS.****\*\*All prices are zero-rated of GST\*\***

AREA & COURIER	GDEX (KL)
<input type="checkbox"/> PENINSULAR MALAYSIA	MYR 32.00
<input type="checkbox"/> EAST MALAYSIA	MYR 150.00

**F. MACHINE TO BE DELIVERED TO:**

Recipient:			
Address:			
Postal Code:		City:	
Contact No:			

**G. TOTAL PAYMENT.**

MACHINE:	<input type="checkbox"/> SD501	<input type="checkbox"/> K8	<input type="checkbox"/> ANESPA DX
TENURE:	24 MONTHS ONLY		
DOWN PAYMENT	MYR		
MEMBER FEE	MYR 50.00		
TOTAL	MYR		

**H. AGREEMENTS.**

*This agreement is made between the prospective distributor (herein referred as 'APPLICANT' and Enagic® (Malaysia) Sdn Bhd ('herein referred as ENAGIC').*

*The clusters of prospective distributors (herein referred as 'THE PARTIES').*

*This agreement is being governed by **Laws of Malaysia and Set of Enagic®'s Policies; Distributor Policies & Procedures, Privacy Notice Refund Policy, Collection Policy and Delivery Policy** which is published on Enagic® (Malaysia) Sdn Bhd's website; [www.enagic-my.com](http://www.enagic-my.com) . The APPLICANT certifies to have received a copy of and have read and understood the provisions of Enagic® (Malaysia) Sdn Bhd's **Sets of Policies** and hereby agrees 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).*

*The APPLICANT hereby verifies and confirms to opt for E-PAYMENT PLAN 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 C.*

*The SPONSOR hereby agrees with the commission payout plan that have been set by Enagic whereby the commission payout will be divided into two (2) payments towards the SPONSOR.*

*SPONSOR agrees that the first and second commission payout shall be withheld (per point) by Enagic consists of:*

Machine	SD501	K8	ANESPA DX
	<b>(Special Points – SP + Basic)</b>		
First commission payout	MYR 250.00	MYR 250.00	MYR 115.00
Second commission payout	MYR 750.00	MYR 1000.00	MYR 356.00
	<b>(Basic only)</b>		
First commission payout	MYR 250.00	MYR 250.00	MYR 115.00
Second commission payout	MYR 460.00	MYR 750.00	MYR 266.00

*The withheld amount is non-refundable and will only be paid towards the SPONSOR once the APPLICANT has made a full settlement.*

*The APPLICANT is required to fill up **E-PAYMENT (CONSENT AUTHORIZATION FORM)** and by filling such form, the APPLICANT hereby give full consent to Enagic and CTOS Data Systems Sdn Bhd ("CTOS"), a registered credit reporting agency under CRA Act to process APPLICANT'S personal data.*

*Once approved, APPLICANT is required to instruct his/her **CIMB Bank/Maybank/Hong Leong Bank** to sign up for **Standing Instruction** for monthly installment plan towards Enagic. No other banks are acceptable for E-Payment Plan.*

***Standing Instruction** can only be done via **CIMB CLICK/Maybank2U/HLB Connect**. APPLICANT may check with the CIMB BANK, MAYBANK and HONG LEONG BANK directly. APPLICANT is required to make sure that his/her Standing Instruction follow the commerce date as follows, and recurring for twenty-four (24) months only.*

<b>Sales Registration Date</b>	<b>Standing Instruction Commence Date</b>
1 <sup>st</sup> to 10 <sup>th</sup> of the month	25 <sup>th</sup> of the same month of the Sales Registration Date
11 <sup>th</sup> to 20 <sup>th</sup> of the month	5 <sup>th</sup> of the following month of the Sales Registration Date
21 <sup>st</sup> to 31 <sup>st</sup> of the month	10 <sup>th</sup> of the following month of the Sales Registration Date

Standing Instruction can be made to:

Beneficiary Name:	<b>Enagic (Malaysia) Sdn Bhd</b>
Beneficiary Account Number:	<b>8001321512</b>
Receiving Bank:	<b>CIMB Bank Berhad</b>

Below is the schedule pertaining to the Down Payment and Handling Fee (all prices are zero-rated of GST) as for your reference:

<b>MODEL</b>		<b>24 Months</b>
LeveLuk SD501 MYR 13,980	Down Payment	MYR 4,200.00
	Handling Fee	MYR 500.00
	Total Initial Payment	MYR 4,700.00
	Monthly Payment	MYR 407.50

<b>MODEL</b>		<b>24 Months</b>
LeveLuk K8 MYR 18,980	Down Payment	MYR 5,696.00
	Handling Fee	MYR 500.00
	Total Initial Payment	MYR 6,196.00
	Monthly Payment	MYR 553.50

<b>MODEL</b>		<b>24 Months</b>
Anespa DX MYR 9,000	Down Payment	MYR 3,000.00
	Handling Fee	MYR 500.00
	Total Initial Payment	MYR 3,500.00
	Monthly Payment	MYR 250.00

APPLICANT is required to submit the following, once the financial background of the applicant is APPROVED:

**a) Proof of payment for Down Payment and Handling Fee**

**\*\*Only SINGLE PAYMENT is accepted\*\***

**b) Photocopy of the Standing Instruction Form issued by CIMB Bank/Maybank/Hong Leong Bank only.**

**\*\*No other individual is allowed to make payment on behalf of the APPLICANT\*\***

**c) Latest utility bills; telephone bill/Astro bill/electrical bill/water bill/cukai pintu/cukai tanah/mobile bill which matches with the mailing address.**

**\*\*If none of the mentioned utility bills matches the name of the APPLICANT, below section is required to be filled:**

<b>IMMEDIATE FAMILY/RELATIVES **individual staying with you**</b>				
Name:				
Contact Number:				
Relationship with applicant:	<input type="checkbox"/> Parents	<input type="checkbox"/> Relatives	<input type="checkbox"/> Spouse	<input type="checkbox"/> Others:

1. APPLICANT is to **TAKE NOTE** that the installment payment scheme offered by Enagic is a privilege which can be revoked at the discretion of the company. Enagic reserves the rights to reject the submission of E-Payment Plan for whatever reason without providing any explanation to the applicant.
2. Enagic reserves the rights to **withhold 50% of the entitled commissions** (based on the sales made) **until the settlement has been made**. Enagic encourages APPLICANT to make an early settlement in order to receive the withholding amount and commissions as normal Distributor.
3. Enagic reserves the rights to impose administration/collection charge as to cover administrative charges, costs or expenses incurred by Enagic in collecting or attempting to collect any sum of money, which are not paid by the APPLICANT on time.
4. The moment first payment has been made, any damage, loss or deterioration of the merchandise regardless of whatever cause, shall be fully under APPLICANT'S responsibility.
5. Enagic is not obliged to send any reminder to the APPLICANT in regards to his/her monthly payments. APPLICANT is responsible to adhere to the selected installment payment scheme through Auto Debit Facility (Standing Instruction). APPLICANT hereby irrevocably authorizes Enagic to notify applicant's financial institution to debit the APPLICANT'S account according to the installment payment scheme.
6. APPLICANT agrees to pay for the Auto Debit charges of MYR 0.50 – MYR 5.00 per transaction or any other sum of amount incurred due to the Auto Debit Facility by debiting from the APPLICANT'S account. APPLICANT acknowledges that the charges may vary from time to time

as determined by the bank without any prior notice to the APPLICANT.

7. APPLICANT agrees to make payment based on the figures above regardless should there is any changes on the Enagic products's pricings. Subsequently, the SPONSOR has agreed on the commission entitlement figures based on the APPLICANT's registration date.
8. All payments need to be made to Enagic's CIMB Bank account number and applicant is not allowed to make payment via cheque.
9. All costs and expenses incidental to the E-Payment Agreement (including but not limited to any registration fee, stamp duty, or other fees) shall be borne and settled by the APPLICANT.
10. In the event that the applicant has failed to make the payment accordingly, Enagic reserves the rights to take any procedural actions permitted under the law against the applicant. Such actions may include, but not limited to; **LEGAL ACTIONS** and **REPORTING DELINQUENT ACCOUNT TO CTOS SDN BHD.**
11. In the event that the APPLICANT is not able to adhere to the installment payment scheme due to any financial circumstances or any other factors, APPLICANT may approach Enagic for further consultation on manner of settlement of payment.
12. In the event that the APPLICANT has failed to perform the payment for any of the respective months and/or consecutively three (3) months in a row, Enagic with its sole discretion and rights will hold any commission entitlement until the payment has been cleared.
13. In the event that the APPLICANT has received a Letter of Notification(s) from Enagic, the APPLICANT is required to settle the **FULL BALANCE PAYMENT** within the indicated time frame. Failure to do so will result in **SUSPENSION OF APPLICANT'S DISTRIBUTORSHIP and ALL OTHER PRIVILEGES, SUSPENSION OF MACHINE'S WARRANTY AND ITS COVERAGE** and Enagic reserves the rights to deny any **SERVICING/MAINTENANCE REQUEST FOR THE SAID MACHINE.**
14. In the event of conflict of discrepancies or variances between the agreements set out in English Language and other languages, the English Language shall prevail.
15. Enagic will have no liability to the APPLICANT either in contract or in tort for losses, injuries or damages sustained by reason of any defect in the merchandise whether such defect be intent or apparent on examination and Enagic shall not be responsible to indemnify the APPLICANT in respect of any claims made against the applicant by a third party of any loss, injury or damage.
16. No APPLICANT is allowed to make subsequent purchased opting the E-Payment Plan while under this agreement. Such facility is only applicable to the first-time purchaser.

The Applicant certifies that he/she has 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](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).

The Applicant confirm that he/she is of full legal age and all the Applicant's personal information and data ("Personal Data") stated above are complete and accurate. The Parties hereby acknowledges that his/her 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.

Furthermore, the Applicant hereby agrees that his/her personal data shall be processed, stored, used and disclosed in accordance with the Enagic® (Malaysia) Sdn Bhd's Privacy Policy.

☐ Agree ☐ Disagree

The Applicant hereby acknowledges to receive **a unit of pH Level Test Kit (Liquid Form) – Phenolphthalein** for the purpose of testing the pH value of the water after installation has been completed.

The Applicant hereby further acknowledges that he/she understands his/her ten (10) working days right of cancellation during the ten (10) working days cooling off period 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). \*\***

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 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, 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

Enagic® (Malaysia) Sdn Bhd will review the agreements, and may make changes from time to time, or impose additional charges.

I acknowledge to have been informed in regards to the following by the seller prior agreeing to enter into the agreement:

☐ Monthly E- Cleaning – Once a month (requires E-Cleaner Powder & CPU) ☐ Deep Cleaning – Once a year

**\*\*Monthly E-Cleaning and Deep Cleaning are not applicable for ANESPA DX machine\*\***

☐ Replacement Filters ☐ Coverage under Warranty

☐ Machine Operation Guidelines – (How to operate the machine) ☐ Marketing Plan (for distributors only)

☐ Solution to produce Strong Acidic (pH 2.5) & Strong Kangen (11.5) – Based on Usage Rate (requires Electrolysis Enhancer)

APPLICANT'S SIGNATURE:

DATE:

SPONSOR'S SIGNATURE:

DATE:

Date:

To: CTOS DATA SYSTEMS SDN BHD-160212 (CDS01)



**ENAGIC (MALAYSIA) SDN BHD**

Registration No.: 201101042983

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)

Dear Sir,

**RE: Consent Authorisation Under Personal Data Protection Act 2010 ("PDPA Act") and Credit Reporting Agency Act 2010 ("CRA Act")**

Pursuant to the CRA Act, I/we the undersigned do hereby give my/our consent to you and CTOS Data Systems Sdn Bhd ("CTOS"), a registered credit reporting agency under the CRA Act to process my/our company and personal data.

By this consent, I/We understand and agree that:

- i) You may conduct credit/trade checks on us and where applicable, our director(s), shareholder(s) and guarantor(s) (collectively the "Parties"), with CTOS at any time for as long as I/we have a trade relationship with you or where any dues remain unpaid and outstanding with you, for any one or more of the following purposes:
  - \* Opening of account
  - \* Credit/Account review
  - \* Debt recovery
  - \* Legal documentation consequent to a contract or facility granted by you.
  - \* Credit/Account monitoring
  - \* Credit/Account evaluation
- ii) You may disclose any information on the Parties' conduct of their accounts with you, to any business entity/ies for bona fide trade checking at any time. The Parties are also aware and understand that such information will be provided to a credit reporting agency/ies, who may in turn share such information to subscribers of their service.
- iii) Where you require any processing of our application to be processed by any processing centre located outside Malaysia (including your Head Office), the Parties hereby give consent to CTOS to disclose their credit reports to such locations outside Malaysia.
- iv) Apart from the above, the Parties undersigned do give our consent to you and the CTOS, to process my/our personal data as per the PDPA Act.

Signed By

Signed By

\_\_\_\_\_  
Name:  
IC Number:  
Position:

\_\_\_\_\_  
Name:  
IC Number:  
Position:

Company stamp: