



Enagic Philippines, Inc.

16F RCBC Tower 26th and 25th Streets
Bonifacio Global City, Taguig City, Philippines
Tel: (632)519-5508 Fax: (632)808-3885

Documentary Requirements for Enagic Payment (E-Payment) Plan Application

1. Product Order Form & Distributor Agreement
2. E-Payment Agreement
3. Terms of Payment for Post-dated checks (“Annex A”)
4. Clear photocopies of two (2) valid government-issued IDs with signature. Bring original for verification.
5. Proofs of billings for the last three (3) consecutive months – only electricity, water and phone bills are accepted.
6. Bank statement for the last three (3) consecutive months – submit the front page which states your address and statement period only.
7. Photocopy of latest bank certificate. Bring original for verification.
8. Screenshot of e-mail address.
9. Down payment to be paid in cash, or through checks or credit card:
 - If payment will be made in cash, the same must be deposited to Enagic’s bank account – **BDO Unibank Inc.: Enagic Philippines, Inc. / 8230028457**. Please also submit the validated deposit slip.
 - For check payments, the amount covered by the check must be cleared first prior to the release of the unit.
 - Major Credit Cards are also accepted.

Note:

The E-Payment Plan shall only be allowed for single purchases of machines.



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E-PAYMENT AGREEMENT

This E-Payment Agreement (the “**Agreement**”) is made and entered into this ___ day of _____ 2018 (“**Effective Date**”), by and between:

ENAGIC PHILIPPINES, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at 16th Floor RCBC Savings Corporate Center, 26th and 25th Streets, Bonifacio Global City, Taguig, Philippines, represented herein by its President, **Sueiko Swanson**, hereinafter referred to as “**Enagic**”;

_____, of legal age, Filipino, [civil status], with residential address at _____, hereinafter referred to as the “**Distributor**”;

- and -

_____, of legal age, Filipino, [civil status], with residential address at _____, hereinafter referred to as the “**Surety**”;

(Enagic, Distributor and Surety shall hereinafter be collectively referred to as the “**Parties**”, and the “**Party**” shall mean any of the Parties individually.)

RECITALS:

WHEREAS, Enagic is selling its water treatment system machines (“**Machines**”) to independent distributors;

WHEREAS, Enagic has a payment plan (“**E-Payment Plan**”) wherein the Distributor can purchase one (1) Machine payable in six (6), ten (10) or sixteen (16) monthly installments;

WHEREAS, the Distributor intends to avail of the E-Payment Plan;

WHEREAS, as part of the inducement to Enagic to allow the payment of the Machine in installments, the Surety with Distributor ID Number _____, as the direct sponsor and referrer of the Distributor, undertakes to effect the full payment of the Machine in case the Distributor fails to fully settle the same;

NOW, THEREFORE, for and in consideration of the foregoing and of the following terms and conditions, the Parties hereto agree as follows:

SECTION 1. APPROVAL OF E-PAYMENT PLAN APPLICATION.

1. The Distributor shall be allowed to avail of the E-Payment Plan only if:
 - a. He has submitted and accomplished all the required documents for the E-payment application, including his landline and cellphone numbers. All the forms and agreements must be duly signed by all the persons identified in the same, i.e. the applicant/buyer, the direct sponsor and the direct 6A sponsor.
 - b. Upon the execution of this Agreement, he has paid the handling fee amounting to Three Hundred Fifty Pesos (P350.00) per month, inclusive of value-added tax ("VAT"). **Enagic shall collect the total handling fee as part of the down payment**, and the payment of said fee may not be adjusted nor refunded even if the E-payment Plan will be fully paid prior to the due date of the last installment.
2. Enagic reserves the right to approve or decline any E-payment Plan application of a Distributor without providing any reason therefor.
3. The E-Payment Plan shall only be allowed for single purchases of Machines.

SECTION 2. PAYMENTS UNDER E-PAYMENT PLAN.

1. For the breakdown of payments in the E-Payment Plan, please refer to **Annex "A"** attached to and made an integral part of this Agreement.

If the Distributor fails to settle the installment for more than one (1) month, Enagic reserves the right to appoint a third party collector. Enagic also reserves the right to offset the commissions subsequently earned by the Distributor to settle the latter's liability and to request for the reason/s for the late payments.
2. A five percent (5%) late payment fee **per monthly payment** shall be applied on top of the monthly amortizations of the Distributor. The late payment fees shall not be waived for any reason whatsoever.
3. Should the Distributor opt to pay in cash for his unpaid obligations and after sales transactions, he should pay directly by making a deposit to Enagic's bank account: **BDO Unibank Inc.: Enagic Philippines, Inc./ 0082-3002-8457.**
4. For payments to be made through post-dated checks, all the monthly amortizations will be automatically debited every 20th of the month. Please note that the issuance of post-dated checks shall be governed by Batas Pambansa Blg. 22 (Bouncing Checks

Law) and 2(d) of Article 315 of the Revised Penal Code, as amended by Republic Act 4885.

5. If the Distributor would like to pay via credit card for the unpaid months, an additional four and 5/10 percent (4.5%) surcharge shall be applied on top of the billed amount. The said 4.5% surcharge must be paid in cash. Moreover, only straight payments via credit card shall be allowed.
6. Should the Distributor request to extend the period of his monthly installment payments **due to delinquency**, he shall be charged with an extension fee amounting to Five Thousand Pesos (P5,000.00) **maximum of 5 (five) months only**. Terms and conditions shall apply for this extension and will be subject to Enagic's approval.
7. The Terms of Payment, referred to herein as **Annex "B"**, shall be an integral part of this Agreement and must be filled up to identify the Distributor's preferred mode of payment, his type of bank account, and chosen bank to transact with.

SECTION 3. UNDERTAKING OF DISTRIBUTOR

1. The Distributor undertakes to allow Enagic to deduct charges, such as but not limited to handling fees, and the amount of his unpaid and overdue installment payments from his earned commissions.
2. The Distributor may only submit a request for Change of Name and Transfer of Distributorship once the account is fully settled. Enagic does not allow the assumption of balances when the chosen mode of payment is through post-dated checks.

SECTION 4. SURETY

1. The Surety shall settle and fully pay the Distributor's remaining balance, if any, within ten (10) days from receipt of a written notice from Enagic informing the Surety that the Distributor failed to settle the installment payment for more than one (1) month.
2. The Surety shall be subrogated to the rights of Enagic against the Distributor based on the amount that the Surety has settled and paid under this Agreement. Enagic shall, upon and to the extent of payment by Surety, execute all documents required to assign its rights to the latter.
3. Enagic reserves the right to deduct from the Surety's bonuses and **commissions** based on his collection rate any amount due and payable to Enagic without prior notice.

4. The execution by Enagic of a release or waiver of its right to collect the Distributor's liabilities shall equally release the Surety from any further obligation under this Agreement.

SECTION 5. MISCELLANEOUS PROVISIONS.

1. **INCORPORATION BY REFERENCE AND INTERPRETATION OF CONFLICTING PROVISIONS.** The terms and provisions as provided under Enagic's Policies and Procedures and Distributor Handbook (the "**Manual**") are hereby incorporated by reference and made an integral part hereof.
 - a. To the extent that the provisions contained in this Agreement are inconsistent with those contained in the Manual and any other document, instrument or agreement executed pursuant hereto, the terms and provisions contained herein shall control unless such other document states that it modifies and amends the terms and conditions of this Agreement. Otherwise, such provisions shall be considered cumulative.
 - b. If there is a discrepancy between any clause of this Agreement and the oral interpretation made by a Distributor or employees of Enagic, the clause of this Agreement shall govern. Any changes to this Agreement must be in writing and must be agreed by all the Parties, and any notice and communication required or permitted under this Agreement shall be in writing and shall be delivered either by hand personally or by registered mail.
2. **AMENDMENT.** Any amendment to this Agreement, the Manual or any other document executed pursuant hereto should be made in writing and duly published by Enagic in its literature. The amendment shall become effective upon its publication.
3. **NO RELATIONSHIP.**
 - a. Nothing in this Agreement shall be construed to establish a partnership, joint venture, agency or employee-employer relationship among the Parties hereto.
 - b. The Parties further agree that all business activities contemplated under this Agreement shall be performed by them as independent entities and that each Party hereto has no power to obligate, contract, supervise or commit in any way the other Party hereto.
 - c. The relationship between Enagic and the Distributor is that of seller and buyer. The Distributor shall act as an independent party buying for itself and selling in its own name for its own account and at its own risk.
4. **FREE AND HARMLESS.** The Distributor and Surety shall hold Enagic free and harmless from all liabilities, claims, causes of action, losses or damages, whatsoever, other than that directly caused by the gross negligence of Enagic or its officers and

employees, by reason of, based upon, or arising out of any breach by the Distributor of any terms and conditions of this Agreement.

5. **NON-TRANSFERABILITY.** Due to the personal nature of this Agreement, this Agreement shall not be transferable nor assigned, except as otherwise provided in the Manual issued by Enagic.
6. **CONFIDENTIALITY AND NON-DISCLOSURE.** Each Party shall not, at any time or under any circumstance, directly or indirectly communicate or disclose (or tolerate any communication or disclosure) to any third person, or otherwise use or benefit (or allow any such use or benefit) from all confidential or proprietary information, intellectual property, customer or client data and confidential facts relating to or concerning the customers, products, technology, trade secrets, systems or operations, or other confidential information regarding the property, business, operations and affairs, of either Party (the “**Confidential Information**”). The Parties agree that the nature, terms and conditions stipulated in this Agreement constitute Confidential Information.

Moreover, each Party agrees (a) to use the maximum degree of care to observe and enforce the confidentiality of any and all Confidential Information and (b) to ensure that its employees, agents and consultants who have access to the Confidential Information shall keep such information in strictest confidence.

This, however, is without prejudice to the following exceptions: (i) when the other Party has specifically consented in writing to the same; (ii) when the Confidential Information is generally available to the public at the time of disclosure or use without breach of this Agreement; (iii) when a Party can establish by reasonable proof that the Confidential Information was lawfully in its possession prior to the execution of this Agreement; or (iv) when the Confidential Information is required to be disclosed by law, final order of a competent court or an administrative or legislative tribunal, or by the applicable regulations or policies of any regulatory agency of competent jurisdiction or any stock exchange, in which case:

- a. The receiving Party has provided the disclosing Party with prompt written notice thereof so that the latter may seek appropriate remedy and/or injunctive relief prior to such disclosure;
- b. The receiving Party has taken all reasonable actions and/or steps to resist or narrow down the information to be disclosed;
- c. Should partial disclosure be required, the receiving Party furnishes only that portion that is legally required to be disclosed; and
- d. The receiving Party shall not oppose and shall cooperate with the disclosing Party with respect to any such request for any protective order or other relief.

The disclosing Party shall be entitled, in addition to any other relief available to it, to the granting of injunctive relief without proof of actual damages or the requirement to establish the inadequacy of any of the other remedies available to it. These

obligations in relation to confidentiality shall survive the termination of this Agreement.

7. **DATA PRIVACY.** The Distributor and the Surety understand that Enagic respects and ensures the protection of personal information under the Data Privacy Law. He agrees to the terms of Enagic's Data Privacy/Protection Policy as posted on Enagic's official Facebook page, <https://www.facebook.com/official.enagicphilippines/> and in its bulletin board.
8. **NON-WAIVER.** Either Party may waive compliance by the other Party of any term or provision of this Agreement provided, however, that such waiver shall not operate as a waiver of the right to invoke compliance therewith at a future date. Likewise, no failure to exercise and no delay in exercising any right, remedy, or power hereunder shall operate as a waiver thereof. No waiver of this Agreement, or any provision thereof, shall be valid unless the same is made in writing.
9. **CAPTIONS; CONSTRUCTION.** The captions of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, or amplify the terms and provisions of this Agreement. The Parties warrant and represent that they have read and examined in full this entire Agreement and other documents incorporated herein by reference.
10. **SEVERABILITY.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
11. **SETTLEMENT OF DISPUTES.** The Parties hereby agree to reconcile and amicably settle, on a best effort basis, any dispute and/or differences arising between themselves from billings, collections and other disputes arising from this Agreement. Should amicable settlement fail, both Parties are accorded the right to seek any and all remedies available under the law.
12. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the Laws of the Republic of the Philippines. Any legal action or proceedings arising out of or in connection with this Agreement shall be brought exclusively in the proper courts of Makati City.

[This space is intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have set their hands on the date first above written, at _____, Philippines.

ENAGIC PHILIPPINES, INC.

DISTRIBUTOR

By:

By:

Sueiko Swanson
General Manager

[Signature over Printed Name]

SURETY

By:

[Signature over Printed Name]

SIGNED IN THE PRESENCE OF

ANNEX “A”
E-PAYMENT CHART

The first payment shall include Deposit + VAT + Admin fee of the chosen installment plan.

The amounts herein are subject to change without prior notice.

Monthly payments table:

Model	Computation	6 MONTHS	10 MONTHS	16 MONTHS
KANGEN 8	SRP (Vat Inclusive)	246,400.00	246,400.00	246,400.00
	Admin Fee	2,100.00	3,500.00	5,600.00
	TOTAL PRICE	248,500.00	249,900.00	252,000.00
	Deposit	28,600.00	28,600.00	28,600.00
	VAT	26,400.00	26,400.00	26,400.00
	Admin Fee	2,100.00	3,500.00	5,600.00
	TOTAL DOWNPAYMENT	57,100.00	58,500.00	60,600.00
	Remaining Balance	191,400.00	191,400.00	191,400.00
	MONTHLY AMORTIZATION	31,900.00	19,140.00	11,962.50
Model	Computation	6 MONTHS	10 MONTHS	16 MONTHS
SD501-PT	SRP (Vat Inclusive)	218,400.00	218,400.00	218,400.00
	Admin Fee	2,100.00	3,500.00	5,600.00
	TOTAL PRICE	220,500.00	221,900.00	224,000.00
	Deposit	25,350.00	25,350.00	25,350.00
	VAT	23,400.00	23,400.00	23,400.00
	Admin Fee	2,100.00	3,500.00	5,600.00
	TOTAL DOWNPAYMENT	50,850.00	52,250.00	54,350.00
	Remaining Balance	169,650.00	169,650.00	169,650.00
	MONTHLY AMORTIZATION	28,275.00	16,965.00	10,603.13
Model	Computation	6 MONTHS	10 MONTHS	16 MONTHS
SD501	SRP (Vat Inclusive)	201,600.00	201,600.00	201,600.00
	Admin Fee	2,100.00	3,500.00	5,600.00
	TOTAL PRICE	203,700.00	205,100.00	207,200.00
	Deposit	23,400.00	23,400.00	23,400.00
	VAT	21,600.00	21,600.00	21,600.00
	Admin Fee	2,100.00	3,500.00	5,600.00
	TOTAL DOWNPAYMENT	47,100.00	48,500.00	50,600.00
	Remaining Balance	156,600.00	156,600.00	156,600.00
	MONTHLY AMORTIZATION	26,100.00	15,660.00	9,787.50
Model	Computation	6 MONTHS	10 MONTHS	16 MONTHS
JR11	SRP (Vat Inclusive)	112,000.00	112,000.00	112,000.00
	Admin Fee	2,100.00	3,500.00	5,600.00
	TOTAL PRICE	114,100.00	115,500.00	117,600.00
	Deposit	13,000.00	13,000.00	13,000.00
	VAT	12,000.00	12,000.00	12,000.00
	Admin Fee	2,100.00	3,500.00	5,600.00
	TOTAL DOWNPAYMENT	27,100.00	28,500.00	30,600.00
	Remaining Balance	87,000.00	87,000.00	87,000.00
	MONTHLY AMORTIZATION	14,500.00	8,700.00	5,437.50

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
) S. S.

BEFORE ME, a Notary Public for and in _____ this _____ day of _____ 2018, personally appeared the following:

NAME	GOVT. ID NO.	DATE/PLACE ISSUED
SUEIKO SWANSON TIN:		
[DISTRIBUTOR] TIN:		
[SURETY] TIN:		

all known to me and to me known to be the same persons who executed the foregoing instrument, and acknowledged to me that the same is their free and voluntary act and deed and that of the corporation herein represented.

This Agreement consists of _____ () pages including this page wherein this acknowledgment is written.

WITNESS MY HAND AND SEAL on the date and at the place first above written.

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 2018.