

## E-PAYMENT AGREEMENT

This E-Payment Agreement (the “**Agreement**”) is made and entered into this \_\_\_ day of \_\_\_\_\_ 2021 (“**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 16<sup>th</sup> Floor RCBC Savings Corporate Center, 26<sup>th</sup> and 25<sup>th</sup> Streets, Bonifacio Global City, Taguig, Philippines, represented herein by its \_\_\_\_\_, \_\_\_\_\_, hereinafter referred to as “**Enagic**”;

\_\_\_\_\_, of legal age, Filipino, [single or married], 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 “**Distributor**”;

(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, the exclusive distributor of water treatment system machines, food & cosmetics/cleansing products in the Philippines, is selling its ENAGIC 8 Prosperity Association (E8PA) to independent distributors;

**WHEREAS**, Enagic has a payment plan (“**E-Payment Plan**”) wherein the Distributor can purchase one (1) **E8PA for Silver and Bronze** payable in eleven (11), monthly installments.

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

**NOW, THEREFORE**, for and in consideration of the foregoing and of the following terms and conditions, the applicant 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. The distributor has submitted and accomplished the E8PA Membership Registration & Agreement Form and E Payment Agreement Form. All the forms and agreements must be duly signed by the distributor applying.
  - b. The distributor has submitted his accomplished eleven (11) post-dated checks.
2. The distributor must not have a delinquent account or on going payment under E-payment account.

## **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.

Should you have any outstanding balance on your E-payment account, Enagic reserves the right to offset it on your commission without prior notice or the right to appoint a third party collector.
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. For payments to be made through post-dated checks, all the monthly amortizations will be automatically debited every 20<sup>th</sup> of the month. Please note that the issuance of post-dated checks shall be governed by BatasPambansa Blg. 22 (Bouncing Checks Law) and 2(d) of Article 315 of the Revised Penal Code, as amended by Republic Act 4885.
4. 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.
5. 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.

6. 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.

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

**ENAGIC PHILIPPINES, INC.**

**DISTRIBUTOR**

By:

By:

\_\_\_\_\_

\_\_\_\_\_

*[Signature over Printed Name]*

*[Signature over Printed Name]*

**ANNEX “A”**  
**E-PAYMENT CHART**

The amounts herein are subject to change without prior notice.

**Monthly payments table:**

E-PAYMENT PRICE (VAT INCLUSIVE)

Model		11 months
<b>E8PA</b> <b>Bronze</b>  <b>Php 50,400 (VAT INCLUSIVE)</b>	E-PAYMENT PRICE (VAT INCLUSIVE)	54,000.00
	<b>TOTAL PRICE</b>	<b>54,000.00</b>
	<b>DOWN PAYMENT</b>	
	Deposit DP	4,500.00
	<b>Total Down Payment</b>	<b>4,500.00</b>
	<b>Remaining Balance</b>	<b>49,500.00</b>
	<b>Monthly Amortization for 11 Months</b>	<b>4,500.00</b>

E-PAYMENT PRICE (VAT INCLUSIVE)

Model		11 months
<b>E8PA</b> <b>Silver</b>  <b>Php 100,800 (VAT INCLUSIVE)</b>	E-PAYMENT PRICE (VAT INCLUSIVE)	108,000.00
	<b>TOTAL PRICE</b>	<b>108,000.00</b>
	<b>DOWN PAYMENT</b>	
	Deposit DP	9,000.00
	<b>Total Down Payment</b>	<b>9,000.00</b>
	<b>Remaining Balance</b>	<b>99,000.00</b>
	<b>Monthly Amortization for 11 months</b>	<b>9,000.00</b>

**ACKNOWLEDGMENT**

**REPUBLIC OF THE PHILIPPINES)**

) S. S.

**BEFORE ME**, a Notary Public for and in \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2021, personally appeared the following:

<b>NAME</b>	<b>GOVT. ID NO.</b>	<b>DATE/PLACE ISSUED</b>
[ENAGIC PHILIPPINES] 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 five (5) 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 2021.