

E-PAYMENT AGREEMENT

This E-Payment Agreement (hereinafter referred to as the “**Agreement**”) is made and entered into this _____ day of _____ year _____ 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, hereinafter referred to as “**Enagic**”;

- and -

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

RECITALS:

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

WHEREAS, Distributor availed a machine Leveluk _____ payable in _____ months amounting to PHP _____ net of down payment, as indicated in the Terms of Payment Annex ”B”

WHEREAS, Distributor agree to strictly abide with Enagic’s policy and procedures.

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

SECTION 1. PAYMENTS UNDER E-PAYMENT PLAN.

1. Post-dated checks should be dated and deposited on every 20th of every month. If the 20th falls on a weekend or holiday, deposit dates will be on the next banking day.
2. The following payment channels are available to the distributor should he decide to use another method of payment for his unpaid obligations and after-sale transactions:
 - Cash
 - BDO Account No: 0082-3002-8457
 - RCBC Account No: 759-006-1314
 - USSC: any branch nearest.
 - Credit card: Major credit card are accepted.
 - An additional 4.5% surcharge shall be applied on top of the billed amount and must be paid in cash. Only straight payment allowed.
3. If buyer becomes default in payment, Enagic may choose to offset his/her commissions on the unpaid billings. However, if account becomes delinquent Enagic reserves the right to appoint a third party collector or any legal action.
4. 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.
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.

SECTION 3. UNDERTAKING OF DISTRIBUTOR

1. The Distributor undertakes to allow Enagic to deduct charges, such as but not limited to admin 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 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.

ENAGIC PHILIPPINES, INC.

Signature over printed name

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 court of Makati City.

DISTRIBUTOR

Signature over printed name