

## **FABILIVE SUB-MERCHANT AGREEMENT FOR DELIVERY AGENTS**

**This Agreement** is made and entered into by and between:

**FabiLive** an online marketplace platform (hereinafter referred to as the “Platform”),  
and the undersigned **Delivery Agent** (hereinafter referred to as the “Agent”), collectively referred to as the “Parties.”

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### **1. Purpose**

This Sub-Merchant Agreement outlines the rights, duties, responsibilities, and liabilities of the Delivery Agent under the FabiLive platform. The Agent is hereby authorized to act as a registered sub-merchant for the purpose of delivering items purchased by buyers through the FabiLive online marketplace.

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### **2. Assignment of Delivery Orders**

- Once a seller assigns and dispatches an item via the FabiLive platform, the Agent may receive the delivery order for acceptance.
  - By **accepting the delivery task**, the Agent enters into a binding obligation to deliver the item to the designated buyer in a timely and secure manner.
  - The delivery assignment becomes **legally enforceable** upon acceptance and the Agent must fulfill the delivery mission **by all means** required under the law and platform standards.
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### **3. Obligation and Legal Responsibility**

- The Agent must ensure that the assigned package is delivered safely and successfully to the buyer.
  - Any **failure to deliver** the package without valid justification shall be considered a **breach of this Agreement**, and may be **actionable under civil or criminal law** depending on the nature of the failure.
  - The Agent may be required to **reimburse** FabiLive or the Seller for any loss, damage, or dispute arising from such failure, negligence, or deliberate misconduct.
  - The agent has no rights to open or tamper with any package; doing this may be actionable under civil or criminal law. In the same way, the package was handed to you by the seller, it should be delivered to the buyer without breaking the seal of the package.
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### **4. Earning and Fee Entitlement**

- Upon **acceptance and successful delivery** of a dispatched item, the Agent shall receive **100% of the allocated shipping fee** associated with that package.
  - The fee is guaranteed and paid by either the **Seller or the Buyer**, as clearly indicated in the delivery order.
  - The Agent will only be entitled to this shipping fee upon **marking the delivery status as 'Delivered'** within the FabiLive platform.
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### **5. Flexible Withdrawal and Payment Terms**

- The shipping fees earned by the Agent will be credited to their **FabiLive account balance** after the delivery status is confirmed.
- The Agent may withdraw funds from their wallet any time using **preferred withdrawal methods**, including but not limited to Mobile Money and Bank Transfer
- Withdrawals are designed to be **fast and flexible** to support the Agent’s ability to complete more deliveries efficiently. This flexibility serves as a **performance driver** within the delivery network.

- When the agent request a withdrawal, payout will be successful to the payment details provided within 30 minutes to 24 hours timeframe maximum.

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## 6. Delivery Timeframe

- After the delivery agent accepts a task, the agent must complete the delivery tasks **within 20 minutes to 24 hours maximum** from the time of assignment by the seller.
- Any unreasonable delay may result in penalties, cancellation of the order, or suspension of Agent privileges.

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## 7. Platform Use and Monitoring

- The Agent shall use their secure Fabilive account to manage all delivery tasks and financial transactions.
- Fabilive reserves the right to audit, suspend, or terminate accounts involved in suspicious, fraudulent, or unethical behavior.

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## 8. Termination

- This Agreement may be terminated by either party at any time with written notice.
- Termination does not affect any pending obligations including deliveries that must still be fulfilled.

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## 9. Legal Standing and Dispute Resolution

- This Agreement is legally binding under applicable local commercial laws.
- In the event of a dispute, the matter shall be handled first by internal resolution through Fabilive. If unresolved, the parties may proceed with mediation, arbitration, or legal action.

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## 10. Acknowledgment and Acceptance

By signing this Agreement or accepting it electronically on the Fabilive platform, the Agent confirms that they have read, understood, and agreed to all terms stated herein. This includes the understanding that delivery failure without just cause may carry legal and financial consequences.

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**IN WITNESS WHEREOF, the parties hereby agree to this Agreement as of the date signed.**

**Fabilive Online Marketplace**



**Delivery Agent - Sub-Merchant** (please fill out correct information)

Name of agent: \_\_\_\_\_

1<sup>st</sup> Contact Phone number: \_\_\_\_\_

Emergency Phone number: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**YOU MUST COMPLETE ANY DELIVERY ASSIGNED TO YOU BY THE SELLER TO GAIN MORE CREDITS PROMPTLY. YOU WILL EARN REGULARLY WITH YOUR FABILIVE ACCOUNT.**