

MEMORANDUM OF UNDERSTANDING

BETWEEN

PISHONSERV INTERNATIONAL LTD (PISHONSERV.COM)

AND

AROME IDUH

IN RESPECT OF PISHONSERV'S ROLE AS AN ADVERTISING PLATFORM FOR LISTING PROPERTIES, SALES, MARKETING AND FACILITATING PAYMENTS.

PREPARED BY: OMALE PHILIP, ESQ., FREED SOLICITORS,
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Recitals

This MoU is made on **September 10, 2025** between PISHONSERV INTERNATIONAL LTD (the "Platform") and **Arome Iduh** (the "Partner").

The Platform provides an advertising, listing, marketing, and payment-facilitation service for properties. The Partner participates on the Platform in the capacity of **Host**.

Purpose

This MoU sets the terms under which the Host lists short-let or serviced-apartment accommodation on Pishonserv, and Pishonserv provides advertising, booking, and payment facilitation services.

Host Obligations

- **Accuracy:** Provide truthful, current, and complete details for each listing (photos, descriptions, amenities, pricing, taxes/fees, house rules, check-in/out windows).
- **Authorization:** List only properties the Host owns or is duly authorized to manage; ensure multi-unit/building policies allow short-let activity.
- **Up-to-Date Availability:** Keep calendars, pricing, and minimum/maximum stay rules current; promptly block unavailable dates.
- **Responsiveness:** Respond to booking requests and guest messages in a timely and professional manner.
- **No Misrepresentation:** Do not publish misleading information, bait-pricing, or duplicate/ghost listings.

Guest Experience & Operations

- **Check-in/Out:** Provide clear instructions, access details, and a reliable point of contact; honor confirmed reservations.
- **Cleanliness & Turnover:** Ensure the space is clean, safe, and as advertised at check-in; perform professional turnover between stays.

- **Amenities & Supplies:** Provide the amenities listed (e.g., Wi-Fi speed, utilities, linen, toiletries) and maintain them in good working order.
- **Issue Resolution:** Use best efforts to remedy guest issues quickly; document resolutions via the Platform's messaging where possible.

Safety, Compliance & Insurance

- **Legal Compliance:** Comply with all laws and regulations applicable to short-term lodging (permits, zoning, HOA/estate rules, taxes, safety codes).
- **Safety Standards:** Maintain functional locks, lighting, and (where applicable) smoke/CO detectors, fire extinguishers, and emergency info.
- **Insurance:** Maintain adequate property and liability insurance appropriate for short-let operations.

Fees & Payments

- **Commission:** Pishonserv deducts the agreed service fee ([Insert %]) per completed booking before remitting the balance to the Host.
- **Payout Timing:** Remittance occurs within the specified window after guest check-in or booking completion, subject to chargebacks/refunds.
- **Taxes:** The Host is responsible for any applicable taxes, levies, or remittances required by law.

Cancellations & Refunds

- **Policy Disclosure:** Specify a clear cancellation policy (flexible/moderate/strict or custom); it must be visible on the listing.
- **Guest Remedies:** For material misrepresentation or service failure, refunds/adjustments may be granted under the Platform's refund policy.
- **Host-Initiated Cancellations:** Repeated or last-minute Host cancellations may lead to penalties, lowered ranking, or account action.

House Rules, Deposits & Damage

- **Rules:** Publish reasonable house rules (occupancy limits, smoking/pets, noise/quiet hours); enforce lawfully and consistently.
- **Security Deposit:** If used, disclose the amount ([Insert ?/USD amount]) and conditions up front; apply fairly and document any claims with evidence.
- **Damage/Extra Cleaning:** Claims must be evidenced (photos/receipts) and submitted through the Platform's process.

Data & Communications

- **In-Platform Messaging:** Conduct booking-related communications through the Platform where feasible for auditability.
- **Privacy:** Handle guest data in compliance with applicable privacy laws and Platform policies; no unauthorized marketing or data sharing.

Termination & Account Actions

- **Platform Enforcement:** Pishonserv may suspend or terminate accounts for fraud, safety risks, repeated cancellations, poor conduct, or policy breaches.
- **Host Termination:** The Host may terminate with written notice, subject to fulfilling accepted bookings and outstanding obligations.

Indemnity

- The Host shall indemnify and hold Pishonserv harmless for claims and losses arising from the Host's negligence, misrepresentation, legal non-compliance, or property conditions.
- Pishonserv may suspend/withhold payouts where fraud or policy violations are reasonably suspected pending investigation.

Legal Effect

This MoU governs the parties' relationship regarding the listing and operation of short-term accommodation through Pishonserv, including advertising, bookings, guest communications, and payment facilitation.

Confidentiality

Each party shall keep confidential all non-public information obtained in connection with this MoU and use it solely for the purposes contemplated herein, except as required by law or with prior written consent.

Notices

Notices shall be in writing and deemed served (i) on delivery if hand-delivered; (ii) five (5) days after deposit with a recognized courier; or (iii) upon transmission with electronic delivery confirmation for email.

Entire Agreement

This MoU constitutes the entire understanding between the parties regarding its subject matter and supersedes all prior agreements or understandings, whether written or oral.

Assignment

Neither party may assign its rights or obligations under this MoU without the prior written consent of the other party.

Variation and Amendment

No amendment or variation of this MoU shall be effective unless made in a written instrument signed by duly authorized representatives of both parties.

Dispute Resolution

The parties shall use reasonable endeavours to resolve disputes amicably within fourteen (14) days. Failing settlement, a dispute may be referred to arbitration before a sole arbitrator appointed by mutual agreement, or failing such agreement, by a competent court. The arbitration shall be conducted in English. Each party shall bear its own costs and contribute equally to the arbitrator's fees.

Governing Law

This MoU shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria.

For PISHONSERV INTERNATIONAL LTD
(PISHONSERV.COM)
Director / Secretary

For AROME IDUH
Authorized Signatory

Signed: Arome Iduh

Role: Host

Date: September 10, 2025

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www.pishonserv.com | inquiry@pishonserv.com

CONFIDENTIAL