

MEMORANDUM OF UNDERSTANDING

BETWEEN

PISHONSERV INTERNATIONAL LTD (PISHONSERV.COM)

AND

SAMUEL SHALLANGWA

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,
NO. 1, GOVERNMENT HOUSE ROAD, IDOWU ADEJUMO HOUSE, OPP. STELLA OBASANJO LIBRARY, LOKOJA, KOGI STATE.
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Recitals

This MoU is made on **November 12, 2025** between PISHONSERV INTERNATIONAL LTD (the "Platform") and **Samuel Shallangwa** (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 **Hotel_owner**.

Parties' Obligations

Hotel Owner Obligations

- **Compliance with Rules:** The Hotel Owner must adhere to Pishonserv's guidelines for hotel property listings, ensuring accurate room descriptions, clear photos, truthful pricing, and real-time availability.
- **Fraud Prevention:** The Hotel Owner must verify ownership or authorization before listing. No fraudulent or unauthorized listings are permitted.
- **Guest Satisfaction:** The Hotel Owner shall maintain service and room standards as advertised, providing guests with quality accommodation and hospitality.
- **Updates:** Room availability, rates, and amenities must be updated promptly to reflect changes or unavailability.
- **Legal Compliance:** The Hotel Owner must comply with all local laws and hospitality regulations, including tax and licensing requirements.
- **Accuracy & Integrity:** No false or misleading information may be provided regarding the hotel, services, or terms.
- **Brand Integrity:** The Hotel Owner shall not engage in conduct that damages Pishonserv's reputation or misrepresents affiliation beyond platform participation.

Remuneration

- Pishonserv will deduct its agreed service fee from customer payments before remitting the balance to the Hotel Owner.

- Remittance to the Hotel Owner will occur within the specified timeframe after guest check-in or confirmed booking completion.
- The Hotel Owner agrees to Pishonserv's refund policy in cases of proven fraud, misrepresentation, or unsatisfactory service.
- Refunds attributable to the Hotel Owner's fault may be deducted from payouts.

Warranties

Each party warrants that it will perform its obligations with due diligence, professionalism, and efficiency consistent with accepted industry standards.

Termination

- Pishonserv may suspend or terminate the Hotel Owner's account for non-compliance with this MoU or platform policies.
- The Hotel Owner may terminate this MoU by written notice, subject to completion of any outstanding obligations.

Indemnity

- Each party shall indemnify and hold the other harmless for losses arising from its own negligence, misconduct, fraud, dishonesty, lack of good faith, or breach of this MoU.
- The Hotel Owner shall indemnify Pishonserv against claims arising from fraud, misrepresentation, or breach of this MoU.
- Pishonserv may suspend or terminate accounts if fraudulent activity is suspected.
- The Hotel Owner grants Pishonserv a non-exclusive license to use hotel images, descriptions, and promotional materials for marketing on the Platform.

Legal Effect

This MoU governs the relationship between the parties regarding Pishonserv's role as an advertising and booking platform for hotels, including property listings, reservations, sales/marketing, 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 SAMUEL SHALLANGWA
Authorized Signatory

Signed: Samuel Shallangwa
Role: Hotel_owner
Date: November 12, 2025