

# MEMORANDUM OF UNDERSTANDING

BETWEEN

PISHONSERV INTERNATIONAL LTD (PISHONSERV.COM)

AND

**STEPHANIE UDOMA**

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 **October 17, 2025** between PISHONSERV INTERNATIONAL LTD (the "Platform") and **Stephanie Udoma** (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 **Agent**.

## Parties' Obligations

### Agent Obligations

- **Compliance with Rules:** The Agent must follow Pishonserv's guidelines for agent-listed properties and leads, including accurate descriptions, high-quality photos, correct pricing, and current availability status.
- **Fraud Prevention:** The Agent must verify ownership or authorization before listing any property or lead. No fraudulent, non-existent, or unauthorized listings are permitted.
- **Customer Satisfaction:** The Agent shall maintain property standards as advertised and provide professional client handling.
- **Updates:** Listings must be updated promptly to reflect changes or unavailability.
- **Legal Compliance:** The Agent shall comply with applicable laws and regulations governing agency services and negotiations.
- **Accuracy & Integrity:** The Agent shall not provide false or misleading information, misrepresent terms, or engage in conduct that harms Pishonserv's reputation or customer trust.

## Remuneration

- Pishonserv will deduct its agreed service fee from the customer payment before remitting the balance to the Agent.
- Remittance to the Agent will occur within the specified timeframe after customer check-in or transaction completion.

- The Agent agrees to Pishonserv's refund policy, which applies in cases of proven fraud, misrepresentation, or unsatisfactory service.
- Refunds issued due to the Agent's fault may be deducted from the Agent's payout.

## Warranties

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

## Termination

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

## Indemnity

- Each party shall indemnify and hold the other harmless for losses arising from its own negligence, omission, willful misconduct, fraud, dishonesty, lack of good faith, or breach of this MoU.
- The Agent 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 Agent grants Pishonserv a non-exclusive license to use property images and descriptions for marketing on the Platform.

## Legal Effect

This MoU governs the business relationship between the parties regarding Pishonserv's role as an advertising platform for property listings and leads, 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 STEPHANIE UDOMA  
Authorized Signatory

Signed: Stephanie Udoma  
Role: Agent  
Date: October 17, 2025

PISHONSERV | Integrity. Excellence. Trust  
www.pishonserv.com | inquiry@pishonserv.com