



# 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.  
08037981535

## 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

PISHONSERV | Integrity. Excellence. Trust

[www.pishonserv.com](http://www.pishonserv.com) | [inquiry@pishonserv.com](mailto:inquiry@pishonserv.com)