



MEMORANDUM OF UNDERSTANDING

BETWEEN

PISHONSERV INTERNATIONAL LTD (PISHONSERV.COM)

AND

NOAH OGUNNIRAN

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

Memorandum of Understanding

This Memorandum of Understanding (MoU) and Agreement is made and entered into on the **July 22, 2025**.

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) and Agreement is made and entered into on the _____
day of _____ 20 .

BETWEEN

PISHONSERV INTERNATIONAL LTD (PISHONSERV.COM), having its registered address at No. 1, 1st
200 Units Housing Estate, Ganaja Road, Lokoja, Kogi State (herein refer to as "PART A") which expression
shall unless excluded by or repugnant to the context or meaning thereof, be deemed to include its
successors or permitted assigns, through its authorized representative, on the first part.

AND

_____ of _____
_____ (herein refer to as "PART B") which expression shall
unless excluded by or repugnant to the context or meaning thereof, be deemed to include its successors or
permitted assigns, through its authorized representative, on the second part.

WHEREAS

PISHONSERV INTERNATIONAL LTD (PISHONSERV.COM) and AGENT COMPANY
_____ are parties to the MoU and are individually referred
to as the "party" and collectively referred to as "parties".

WHEREAS

PISHONSERV INTERNATIONAL LTD (PISHONSERV.COM) is a SUPER AGENT that provides advertising
platform sales, marketing and listing of property listings and leads and facilitating payments.

WHEREAS

AGENT COMPANY _____ is solely responsible for client
acquisition, verification and management.

TERMS OF UNDERSTANDING

1. PARTIES OBLIGATION

Vendors Obligation

- 1.1 Compliance with Rules: Vendors must adhere to Pishonserv's guidelines for agent-listed property listings and leads, including accurate descriptions, high-quality photos, pricing and availability status.
- 1.2 Fraud Prevention: Vendors must verify their property listings and leads' ownership or authorization before listing.
- 1.3 Customer Satisfaction: Vendors must commit to maintaining property standards as advertised.
- 1.4 Updates: Vendors must update listings promptly to reflect any changes or unavailability.
- 1.5 Legal Compliance: Vendors must comply with local laws and regulations agency services and negotiations.
- 1.6 Vendors shall not list fraudulent, non-existent or unauthorized property listings and leads.
- 1.7 Vendors shall not provide false or misleading information about the property or terms.
- 1.8 Vendors shall not engage in activities that harm Pishonserv's reputation or customer trust.

2. REMUNERATION

- 2.1 PISHONSERV INTERNATIONAL LTD (PISHONSERV.COM) will deduct its service fee (agreed percentage) from the customer payment before remitting the balance to the VENDOR.
- 2.2 Payment remittance to VENDORS will occur within specified timeframe after the customer check-in or transaction completion.
- 2.3 VENDORS must agree to PISHONSERV INTERNATIONAL LTD (PISHONSERV.COM)'s refund policy, which allows customers in cases of proven fraud, misrepresentation or unsatisfactory service.
- 2.4 Refunds issued due to VENDOR fault will be deducted from the VENDOR's payment.

3. WARRANTIES

The parties warrant that they will perform their obligations herein with all due diligence professionalism and efficiency, in accordance with generally acceptable professional standard.

4. TERMINATION

- 4.1 PISONSERV.COM reserves the right to suspend or terminate VENDOR accounts for non-compliance with this Agreement or the platform's policies.
- 4.2 VENDORS may terminate this Agreement by providing written notice, subject to fulfillment of any outstanding obligations.

5. INDEMNITY

Each party undertake to fully indemnify and hold the other party harmless for any act of negligence, omission, willful misconduct, fraud, dishonesty or lack of good faith on the party in relation to the obligations set forth herein. Therefore;

VENDORS must indemnify PISHONSERV INTERNATIONAL LTD (PISHONSERV.COM) against any claims arising from fraud, misrepresentation, or breach of this contract.

PISHONSERV INTERNATIONAL LTD (PISHONSERV.COM) reserves the right to suspend or terminate VENDOR accounts if fraudulent activity is suspected.

VENDORS grant PISHONSERV INTERNATIONAL LTD (PISHONSERV.COM) a license to use property images and descriptions for marketing purposes.

VENDORS must not misrepresent affiliation with PISHONSERV INTERNATIONAL LTD (PISHONSERV.COM) beyond using the platform.

6. LEGAL EFFECTS

This agreement shall be exclusively operative for the performance of a business partnership between the two parties in respect of the PISHONSERV INTERNATIONAL LTD (PISHONSERV.COM)'s role as an advertising platform for listing property listings and leads, sales, marketing and facilitating payment.

7. NOTICES

Any notice required to be given pursuant to the terms of this MoU, shall be in writing and may be hand-delivered, sent by carrier, and or electronic mail such notice shall be deemed deficiently and properly served on the following terms:

If hand delivered upon delivery

If sent by carriers, five (5) days after same is deposited at the office of the carriers company and

If by electronic mail, upon transmission and due receipt of electronic confirmation of delivery.

8. ENTIRE AGREEMENT

This MoU, constitutes the entire understanding between the parties hereto in relation to the subject matters hereto. The team and provision of this MoU supersede any other oral or written agreement, contract or understanding between the parties relating to the subject matter hereto.

9. ASSIGNMENT

No party hereto shall assign or transfer any rights and obligations herein without the other parties prior written consent.

10. VARIATION AND AMENDMENT

The terms and conditions herein shall not be altered, amended and or varied except by a written instrument signed by the parties duly authorized representatives.

11. HEADINGS

The headings in this MoU are inserted for convenience only and shall not affect in any clause herein.

12. DISPUTE RESOLUTION

12.1 The parties hereby undertake to use their reasonable endeavours to amicably resolve any dispute that may arise between or among them in relation to the terms of this MoU.

12.2 Any dispute arising out of this MoU, including its interpretation which cannot be amicably resolved between the parties within 14 days after the occurrence of such dispute, shall be referred to arbitration by a single Arbitrator to be agreed on by parties, and where parties are unable to agree on a sole Arbitrator, either party shall apply to the high court of the state wherein both parties operate for the appointment of a sole Arbitrator: or seek for legal redress in law court.

12.3 The arbitration proceeding shall take place in Kogi and shall be conducted in the English Language.

12.4 The decision of the arbitrator shall be final and binding on the parties, provided that each parties may seek interim reliefs from a competent court in Nigeria.

12.5 Each parties shall bear its own cost and would be liable to contribute equal portions in respect of fees to be paid to the Arbitration.

13. GOVERNING LAW

The terms of this MoU, shall be construed and governed in all respects in accordance with the laws of the Federal Republic of Nigeria.

IN WITNESS WHEREOF, the parties have executed this MoU in the manner below, the day and year first above written.

THE COMMON SEAL OF THE WITHIN NAMED PISHONSERV INTERNATIONAL LTD
(PISHONSERV.COM) is affixed in the presence of;

DIRECTOR SECRETARY

THE COMMON SEAL OF THE WITHIN NAMED AGENT COMPANY

is affixed in the presence of;

DIRECTOR SECRETARY

Signed: Noah Ogunniran

Role: Agent

Date: July 22, 2025

PISHONSERV | Integrity. Excellence. Trust

www.pishonserv.com | inquiry@pishonserv.com

CONFIDENTIAL