



## HANABI LIMITED CLIENT SERVICES AGREEMENT

This Client Services Agreement (the "Agreement") is entered into by and between:

**HANABI LIMITED**, a company incorporated under the laws of Seychelles, with its principal place of business at Room 5, Second Floor, Olivier Maradan Building, Victoria, Mahe, Seychelles. licensed under the **Seychelles Financial Services Authority (FSA)** hereinafter referred to as the "Company".

AND

The Client, whose details are provided in the executed agreement, hereinafter referred to as the "Client".

Collectively, the "Parties" agree as follows:

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### 1. DEFINITIONS AND INTERPRETATION

**1.1 Liquidity Services:** The provision of bid-ask pricing, trade execution, and market-making functions to counterparties, including brokers, trading platforms, institutional traders, and financial entities.

**1.2 Counterparty:** Any entity engaging in financial transactions with HANABI LIMITED.

**1.3 Regulatory Authority:** The **Seychelles Financial Services Authority (FSA)** and any other applicable governing body.

**1.4 Execution Venue:** The Company's proprietary trading infrastructure, connected market exchanges, or third-party electronic communication networks (ECNs).

**1.5 AML Compliance:** Adherence to **Seychelles Anti-Money Laundering (AML) and Counter-Terrorism Financing (CFT) Regulations**.

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### 2. SERVICES PROVIDED

2.1 The Company agrees to provide liquidity solutions, including but not limited to:

- Provision of real-time executable bid-ask pricing.
- Trade execution services with minimal latency.



- Order matching and market-making services.
- Risk management support and execution monitoring.

2.2 The Client acknowledges that all services are subject to availability, market conditions, and applicable laws and regulations.

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### 3. CLIENT OBLIGATIONS

3.1 The Client must provide accurate and up-to-date documentation as required by **Know Your Customer (KYC)** and AML regulations.

3.2 The Client shall not engage in any fraudulent or manipulative activities, including market abuse and unauthorized trading.

3.3 The Client acknowledges that trading in financial instruments carries inherent risks, including price volatility and liquidity fluctuations.

3.4 The Client agrees to maintain the confidentiality of proprietary data, pricing algorithms, and execution methodologies provided by the Company.

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### 4. ORDER EXECUTION POLICY

4.1 The Company shall execute Client transactions under its **Best Execution Policy**, prioritizing:

- **Price competitiveness:** Aggregating quotes from multiple liquidity sources.
- **Execution speed:** Ensuring low-latency transaction processing.
- **Market depth:** Providing robust liquidity pools for seamless trade execution.
- **Slippage control:** Minimizing discrepancies between expected and actual execution prices.

4.2 The Company reserves the right to execute transactions internally or via external execution venues, as deemed optimal.

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### 5. FEES AND SETTLEMENT



5.1 The Client agrees to pay applicable service fees, including but not limited to:

- Spread-based charges for trade execution.
- Commission fees where applicable.
- Costs related to overnight financing (swap rates).

5.2 All settlements shall be conducted in the designated settlement currency and in accordance with the terms specified in the executed agreement.

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## 6. COMPLIANCE AND REGULATORY REQUIREMENTS

6.1 The Company operates under the regulatory oversight of the **Seychelles FSA** and adheres to all relevant laws, including:

- **Securities Act, 2007**
- **Financial Institutions Act, 2004**
- **AML/CFT Act, 2020**
- **Companies Act, 1972**
- **Beneficial Ownership Act, 2020**

6.2 The Company reserves the right to terminate services for non-compliance with regulatory obligations.

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## 7. LIABILITY AND INDEMNIFICATION

7.1 The Company shall not be liable for losses incurred due to:

- Market volatility and external economic conditions.
- System failures or technological disruptions beyond the Company's control.
- Regulatory changes affecting financial markets.

7.2 The Client agrees to indemnify the Company against claims, liabilities, and damages arising from non-compliance or unauthorized use of the services.

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## 8. TERMINATION

8.1 Either Party may terminate this Agreement by providing written notice of at least 30 days.

8.2 The Company may terminate services immediately if the Client:

- Engages in fraudulent, illegal, or non-compliant activities.
- Fails to meet financial obligations.
- Violates terms outlined in this Agreement.

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## 9. AMENDMENTS AND GOVERNING LAW

9.1 The Company reserves the right to modify this Agreement based on regulatory changes and operational enhancements.

9.2 This Agreement shall be governed by the laws of **Seychelles**, and disputes shall be resolved under Seychelles jurisdiction.

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## 10. CONTACT INFORMATION

For inquiries, please contact:

HANABI LIMITED

Website: <https://www.hanabimarkets.co>

Email: [inquiries@hanabimarkets.co](mailto:inquiries@hanabimarkets.co)

Address: House of Francis, Room 302, lie Du Port, Mahe, Seychelles