PRODUCT TERMS FOR E-TOKEN

VERSION 1.2.1, DATED 18 FEBRUARY 2026

1. Introduction to these Product Terms

1.1. **Scope.** The following "E-Token Terms" set out the additional terms and conditions applicable when you (i) trade (buy, sell or swap), (ii) deposit or withdraw and (iii) hold E-Tokens (as defined below) on the Bitpanda Platform.

1.2. In addition to the provisions set out in this document, the general provisions of your "User Agreement" apply to your use of the "Bitpanda Platform" and any "Transaction" conducted over the Bitpanda Platform.

1.3. **Contracting Party.** Whenever you enter into a Transaction for E-Tokens, the Transaction is concluded between you and "Bitpanda Asset Management GmbH". These E-Token Terms supersede and replace any existing agreements between you and Bitpanda Asset Management GmbH concerning the provision of the services outlined herein.

1.4. **Conflict of Terms.** In case of a conflict between the User Agreement, other "Product Terms", and these E-Token Terms, these E-Token Terms shall prevail with regard to E-Token.

1.5. **Definitions.** The "Definitions" shall have the meanings ascribed to them in the Annex to these E-Token Terms (*Definitions*).

1.6. **Competent authority.** The national competent authority in charge of supervision of the services regulated in these E-Token Terms is the German Federal Financial Supervisory Authority; "BaFin").

2. E-Token

2.1. "**E-Token**" is a term we use to refer to an interface representation on the Bitpanda Platform for crypto-assets as defined in Art 3 (1) no 5 Markets in Crypto-Assets Regulation (EU) 2023/1114 ("MiCAR"), which are a digital representation of a value or of a right that is able to be transferred and stored electronically using distributed ledger technology or similar technology.

2.2. **Trading options for E-Tokens.** On the Bitpanda Platform, different types of E-Tokens entitle the holder to different actions, including:

Integrated E-Tokens: Integrated E-Tokens are E-Tokens that can be purchased, sold, exchanged, and deposited from and withdrawn to external wallets on the Bitpanda Platform.

Trade Only E-Tokens: Trade Only E-Tokens are E-Tokens that can only be purchased, sold, or exchanged for other "Tokens" available on the Bitpanda Platform. Deposits of Trade Only E-Tokens from, and withdrawals of Trade Only E-Tokens to external wallets are not supported. You acknowledge and agree that Bitpanda is not obliged to make such functionality available at any time in the future. Bitpanda shall not be liable for any potential losses, limitations, or disadvantages resulting from the lack of such deposit and withdrawal functionality. Prior to any purchase of a Trade Only Token, you are informed on the Bitpanda Platform about these consequences.

Index Only E-Tokens: Index Only E-Tokens are E-Tokens that are only included in a "Bitpanda Index" and may only be purchased, swapped or sold as part of a purchase, swap or sale of an amount of a Bitpanda Index, and not individually. Deposits of Index Only E-Tokens from, and withdrawals of Index Only E-Tokens to external wallets are not supported.

2.3. **Change of Token offering.** Bitpanda reserves the right to modify the list of E-Tokens and their classification. You are advised to stay informed about any updates or changes to the Supported Assets. In case an E-Token will no longer be supported, the delisting measures, as described in Clause 8, will be applied by Bitpanda.

3. Exchange of E-Tokens for funds or other E-Tokens

3.1. On the Bitpanda Platform there is the possibility to

(i) buy,

(ii) sell, or

(iii) swap

E-Tokens. When you place an Offer to exchange any E-Tokens, you may choose to either exchange the E-Token immediately or, for certain E-Tokens, create a Bitpanda Limit Order.

When you buy or sell E-Tokens, Bitpanda facilitates the exchange of crypto-assets for funds, as defined in Art 3 (1) no. 19 of MiCAR. You acknowledge that Bitpanda does not act as an offeror (as defined in Art 3 (1) no.

13 of MiCAR) or as an issuer (as defined in Art 3 (1) no. 10 of MiCAR) and does not conduct public offerings when listing crypto-assets on the Bitpanda Platform, unless explicitly stated otherwise by Bitpanda.

If you wish to enter into a Transaction on the Bitpanda Platform, you first need to submit an "Offer", whereby the principles described in clause 4.3 of the User Agreement on the offer process will apply.

3.2. **Offer to purchase E-Tokens immediately.** When you submit an Offer to purchase E-Tokens immediately, your Offer is a request to enter into a Transaction under which you purchase E-Tokens against payment of "E-Money" for a firm price as published on the Bitpanda Platform.

3.3. **Offer to sell E-Tokens immediately.** When you submit an Offer to sell E-Tokens, your Offer is a request to enter into a Transaction under which you receive your requested and firm amount of E-Money in exchange for a sale of a specified amount of E-Tokens.

3.4. **Offer to sell E-Tokens via Crypto Pay.** Crypto Pay requires you to submit an Offer to sell a designated amount and type of E-Token. Upon acceptance of your Offer, the corresponding E-Tokens will be sold, and the resulting amount of E-Money will be credited to your E-Money Wallet. The funds credited to your E-Money Wallet may then be used to execute a payment order to a designated Payee as described in the Payment Terms. By confirming the Transaction, you authorise both the sale of the E-Tokens and the subsequent payment execution subject to the Payment Terms.

3.5. **Single Wallet Funding Requirement.** The full amount for a Crypto Pay transaction must originate from the same crypto-asset Wallet. Partial payments from multiple wallets or different Supported Asset sources are not supported for a single Transaction.

3.6. **Offer to purchase or sell E-Tokens via a "Bitpanda Limit Order".** You can create an offer to buy or sell E-Token on the Bitpanda Platform once the "Target Price" you set is met in the following way:

3.6.1. **Offer.** You can set a Target Price for an E-Token on the Bitpanda Platform. Once the set Target Price has been reached on the Bitpanda Platform and at that time sufficient E-Money or "Cash Plus A-Token" are available in your Account, your offer will be submitted to Bitpanda (such offer is referred to as "Offer Limit Order").

3.6.2. Each Offer Limit Order to buy constitutes a binding offer from you to accept the receipt of E-Tokens in exchange for payment of an amount of E-Money.

3.6.3. Each Offer Limit Order to sell constitutes a binding offer from you to accept the crediting of an amount of E-Money to your Account in exchange for a transfer of E-Tokens.

3.6.4. **Bitpanda will accept or reject the Offer Limit Order at its sole discretion.**

3.6.5. **Fulfilment Price.** The price available on the Bitpanda Platform is based on Bitpanda's internal pricing mechanism. This price is subject to constant change and may differ from prices shown as indicative of the market price on third party websites.

The actual price at which your Offer Limit Orders are fulfilled ("Fulfilment Price") may be different from the current market price indicated on the Bitpanda Platform at the time your Offer Limit Order is submitted.

3.6.6. **Price Deviation.** Bitpanda will make reasonable efforts to fill your Bitpanda Limit Order in accordance with your instructions, i.e. the specified amount of selected E-Tokens at the set Target Price, however Bitpanda cannot guarantee that your Offer Limit Order will be filled in whole or in part, nor that it will be filled at the Target Price or a better price and no Bitpanda Company is liable to you for any rejection or fulfilment thereof.

Should the market price exceed or fall below your Target Price at the time of fulfilment, you must pay the prevailing market price (not your Target Price) and you may receive fewer units of E-Tokens or receive less E-Money, which is known as "Price Deviation".

Various factors influence Price Deviation, such as asset type, market volatility, offer size, and available liquidity. By creating an Offer for a Bitpanda Limit Order, you accept that Price Deviation might occur.

3.6.7. **Price Deviation Control.** To prevent significant deviation in the Fulfilment Price from your Target Price, we apply a control mechanism of 5% Price Deviation. Your Offer Limit Order will be cancelled, if Price Deviation exceeds 5%.

3.6.8. **No locking of funds.** The quantity of the relevant Token committed to the Bitpanda Limit Order will not be locked but you must have sufficient funds or Token available to create a Bitpanda Limit Order and keep a Bitpanda Limit Order open. You can cancel the Bitpanda Limit Order before the Offer Limit Order is submitted without paying a fee.

3.6.9. **Availability.** The Bitpanda Limit Order may not be available for all E-Tokens on the Bitpanda Platform. The availability is shown to you before you create a Bitpanda Limit Order in your Account.

3.7. **Swap.** When you swap E-Tokens for another E-Token, Bitpanda facilitates the exchange of crypto-assets for other crypto-assets, as defined in Art 3 (1) no. 20 of MiCAR.

When you submit an Offer to "Swap" your Tokens, your Offer is interpreted as a request to enter into a Transaction under which you (i) sell a specified amount and type of Tokens for E-Money and instantaneously (ii) purchase another Token in the amount of the E-Money available from the sale described in (i). However, a Swap under this section effectively and economically (after taking into consideration applicable fees and spreads) corresponds to a direct exchange of a Token as the E-Money will not be credited to your Account.

To complete a Swap, you are required to pay the applicable fees associated with the sale of the initial Token, followed by the fees applicable to the purchase of the subsequent Token.

For Tokens falling below the minimum Transaction value of EUR 1.00, it is possible to submit an Offer to swap your Tokens to "VSN". Bitpanda may allow a Swap under the minimum Transaction value of EUR 1.00 for other Supported Assets.

3.8. **Savings Plan.** Bitpanda Asset Management GmbH, as the party contracting with you, offers the option to set up a "Savings Plan" for E-Tokens, as set out in the "Savings Plan Terms".

3.9. **Settlement.** Any Transaction may only be settled in E-Money.

3.10. Any Transaction is subject to a trading fee. The trading fee ranges between 0 and 2.5 % and will be disclosed within your trading journey prior to making an Offer. You will find the fees applicable to E-Tokens in the Cost Transparency Document, which you can find here.

4. Custody of E-Tokens

Standard Agreement for Custody and Administration of E-Tokens
("Custody Agreement")

4.1. **Overview.** You can exchange E-Tokens on the Bitpanda Platform, without needing to set up your own wallet on each E-Token's respective native

blockchain. To facilitate this, Bitpanda Asset Management GmbH offers custodial services (solely) for E-Tokens and will act as a custodian and trustee ("Custodian").

4.2. **Display of E-Tokens.** To provide you with the best user experience and for the sake of clarity, all assets in your Wallet are displayed (including in an aggregated form) in a unified fashion on the Bitpanda Platform in a so-called "E-Token-Wallet". These methods of presentation shall be considered for information purposes only and shall not have any effects on the different underlying legal concepts established under and set out in this Clause 4.

4.3. **Division between beneficial ownership and legal ownership of E-Tokens.** Subject to fulfilment of all requirements, the Custodian acts as the trustee of the Fiduciary Property (as defined below) from the date upon which any amount of E-Token is deposited into your E-Token Wallet.

The E-Tokens are held in custody for you on your behalf on a custodial (treuhändiger) basis with the Custodian acting as trustee (Treuhänder) and you as trustor (Treugeber).

As trustor, you are always the beneficial owner (wirtschaftlicher Eigentümer) of your E-Tokens and the Custodian, as trustee, is the legal owner (zivilrechtlicher Eigentümer) of your E-Tokens under Austrian civil law.

4.4. **The Fiduciary Property.** The Custodian shall act as trustee for all E-Tokens deposited in your E-Token Wallet as a direct result of (i) any Transaction or (ii) any transfer under other circumstances (for example, if you deposit supported E-Tokens from an external wallet to your E-Token Wallet), if either proof of funds was not requested or if you have provided sufficient proof of funds. E-Tokens deposited in this way are referred to herein as the "Fiduciary Property" (Treuhandgut).

Other than as expressly provided for in this Clause 4.4, the Custodian shall not act as trustee for any E-Tokens that are, for whatever reason, deposited or credited to your Account.

4.5. **Your Control over the Fiduciary Property.** You remain in control of any E-Tokens held in your E-Token Wallet and may (subject to the conditions and limitations of your contractual relationship with the Custodian, including the User Agreement and respective Product Terms and applicable laws and regulation) dispose of the Fiduciary Property, for example by selling it or by transferring it to a wallet address outside of the Bitpanda Platform.

4.6. **Register of positions.** Bitpanda keeps an internal (i.e., "off-chain") register of E-Token positions held by the Custodian, as trustee, on behalf and for the

account of its customers ("Internal Ledger"). Any Transaction carried out on the Bitpanda Platform in relation to E-Tokens will be properly recorded in the Internal Ledger. By keeping this Internal Ledger (and accompanying documents and records), the Custodian ensures that any E-Token held by the Custodian, as trustee, on behalf and for the account of its customers can be attributed to an individual customer (being the beneficial owner (wirtschaftlicher Eigentümer) of such E-Token at any given time).

Operational Record Keeping. All Transactions on the Bitpanda Platform involving your E-Tokens are recorded in the Internal Ledger and these records are maintained to reflect the ownership and movement of the E-Tokens.

Any E-Tokens held by the Custodian as trustee for your benefit will be marked as Fiduciary Property (Treuhandgut) in Bitpanda's books and accounts accordingly.

4.7. **Statement of positions.** At least once every three months and at your request, Bitpanda will provide you with a statement of position of the E-Tokens recorded in your name, in an electronic format. This statement of position lists the respective E-Tokens, their balance, their current value and the transfer of E-Tokens made during the period concerned.

4.8. **Sub-Custodians.** The Custodian may use carefully selected sub-custodians for the provision of the custody services described herein. In such cases, the Custodian remains fully responsible for ensuring the provision of services meet all commitments outlined in these Terms, and your protections remain the same.

4.9. **Security Systems and Risk Prevention**

4.9.1. **Type of custody.** Bitpanda's custody solution consists of operational hot and cold storage infrastructure, with E-Tokens being moved to cold storage as soon as possible following any deposit. E-Tokens are stored in a proprietary wallet solution (e.g. operationally cold or hot), on wallets supporting the respective E-Token.

To help safekeeping of assets, the E-Tokens are stored across multiple geographically dispersed secure storage facilities, with a strong emphasis on using cold wallets for long-term storage due to their enhanced security.

4.9.2. Bitpanda uses advanced security measures, such as hardware security modules and other secure storage solutions with multi-layered encryption protocols, to safeguard private cryptographic keys and other access means.

Bitpanda also deploys automated systems to monitor asset transfers, providing an additional layer of security. Bitpanda employs encryption technologies during the transfer process. Bitpanda regularly updates its security protocols to address emerging threats and vulnerabilities, ensuring that the transfer process remains robust and secure.

4.9.3. **Verification process.** When receiving crypto-assets from customers, Bitpanda employs a rigorous process that begins with the verification of the sender's information and the authenticity of the Transaction.

4.9.4. **Segregated Accounts and Wallets.** Bitpanda will offer custodial services to all its clients and therefore act as Custodian (trustee) for several clients at the same time and may in addition hold or trade its own E-Token. You herewith release the Custodian from any restrictions against self-dealing and double representation in connection with its role as Custodian (trustee) and the other services offered by it on the Bitpanda Platform.

Bitpanda uses segregated accounts and wallets to distinguish between clients' assets and Bitpanda's assets. While Bitpanda holds E-Tokens of the same type into one or more designated wallets, clients' E-Token are allocated to specific accounts or wallets that are uniquely identifiable and verifiable through detailed off-chain record keeping through the Internal Ledger.

4.10. **Security and Protection Measures**

4.10.1 **Management and Storage of E-Tokens.** To further enhance security, Bitpanda employs advanced cryptographic methods and secure technologies to manage and store your E-Tokens.

4.10.2 **Cybersecurity and Digital Infrastructure.** Bitpanda's cybersecurity framework is designed to protect its digital infrastructure from cyber threats and ensure the integrity and availability of E-Tokens. Bitpanda uses multi-layered cybersecurity protocols, including intrusion detection, regular security audits, and vulnerability assessments to minimise the risk of loss of crypto-assets. Threat detection systems are employed to monitor any suspicious activity.

4.10.3 **Cryptographic Key Lifecycle Management.** Bitpanda follows best practices for the lifecycle management of cryptographic keys, including key generation, distribution, storage, rotation, and destruction. Keys are typically generated in secure environments and may be stored using hardware security modules or other secure storage solutions. Regular key rotation and retirement processes are

enforced. Access to cryptographic keys is strictly controlled and monitored, ensuring that only authorised personnel can perform key management operations.

4.10.4 **Security Incident Response.** Bitpanda has established a comprehensive security incident response plan to address potential security breaches and other incidents swiftly and effectively. This plan will be reviewed and adapted from time to time, but at least annually.

4.10.5 **Client Notification.** You will be informed as soon as reasonably possible in the event of a security incident that affects your E-Token.

4.11. **Communication and Customer Authentication.** In addition to the requirements under our general verification process (as outlined in the User Agreement), Bitpanda's custodial services are subject to and limited by additional requirements communicated to you upon or after depositing E-Tokens to your E-Token Wallet, such as an obligation to provide upon request materials such as KYC information and documentation and documentary evidence of your source of funds.

4.12. **No Custody Fees.** Bitpanda does not charge any custody fees for the storage of your E-Tokens during an ongoing contractual relationship with you.

4.13. **No managing or advisory services.** The Custodian acts as trustee and does not act as an asset manager, investment adviser, portfolio manager or similar and does not actively engage in any transactions or make any observations or enquiries regarding the Fiduciary Property, except (i) for any actions under Clause 7 (*security ownership*) and (ii) where any mandatory law, court order or similar instruction from any authority is binding on Bitpanda.

4.14. **Return of crypto-assets.** In case of a termination of the contractual relationship between the Custodian and you, the measures described in Clause 7 of the User Agreement shall apply.

Your E-Tokens can be withdrawn at any time, except in case (i) of interruptions as described in Clause 10.2 of the User Agreement, (ii) those E-Tokens are used in a product with a specific withdrawal period, in which case the relevant products have to be exited first, or (iii) withdrawal requests have returned a result in the risk scanning process (comprising, Anti-Money-Laundering and Terrorist Financing Prevention ("AML/CFT"), other risks and travel rule information).

4.15. **Liability.** Any liability of Bitpanda under or in connection with these custodial services shall be limited in accordance with Clause 10 of the User Agreement.

5. Transfer of E-Token

5.1. **Deposit and withdrawal.** On the Bitpanda Platform, Integrated E-Tokens may (i) be transferred from your E-Token Wallet to a wallet (or other source) outside of the Bitpanda Platform ("Withdrawal") or (ii) transferred from a wallet (or other source) outside Bitpanda Platform to your E-Token Wallet ("Deposit" and together with Withdrawal "Transfer") pursuant to the process set out below.

5.2. **Procedure**. To process any Transfer, you need to initiate the steps required under the protocol of the relevant E-Token (such as the Ethereum Protocol). Transfers are processed in such a manner that the steps required under the protocol of the relevant E-Tokens (e.g. Ethereum Protocol) are initiated (e.g. sign with a private key a transaction of the requested amount of E-Tokens from a wallet to a specific address).

You may request a Transfer of E-Tokens at any time, subject to the successful completion of Bitpanda's internal security processes due to regulatory obligations, particularly in regard to AML/CFT and subject to the holding period of 7 days as described below.

In the course of a Deposit or Withdrawal, Bitpanda is obliged to request certain information from you in order to comply with applicable AML/CTF laws (e.g. name and address of originator or beneficiary, distributed ledger address, etc.). If you do not provide the requested information or if Bitpanda considers the information provided to be inadequate/insufficient, Bitpanda will decline your respective Transfer request.

5.3. **Deposit**. To make a Deposit to your Account you must generate an address in your Account. To do so, select the E-Token you want to transfer, click "Deposit" and choose the correct network as stated in the sending party. If the E-Token supports an optional destination tag, memo or message, you must include it, otherwise the assets might be lost.

Wallet Address. Your E-Token Wallet is not directly connected to the blockchain or networks the crypto-asset represented by the E-Token exists on. As a result, you do not have your own wallet address for Transfers on the Bitpanda Platform. To enable (indirect) Transfers, Bitpanda allows Transfers of Integrated E-Token to or from a Wallet Address of Bitpanda, whereupon this Integrated E-Token will be credited or deducted to or from your Wallet.

Inactivity of Wallet Address. If you do not use the generated Wallet Address within 30 (thirty) days of its creation, Bitpanda may deactivate it due to inactivity.

You will be notified by email in advance if the Wallet Address is deactivated for this reason. You always have to check the Wallet Address on the Bitpanda Platform before you initiate a Transfer.

5.4. **Withdrawal.** You can submit the Withdrawal request in your Account via the "Withdraw"-interface on the Bitpanda Platform by selecting

(i) a supported E-Token to withdraw;

(ii) the recipient wallet address to which you can withdraw your selected E-Token;

(iii) a supported DLT-Network to use for the withdrawal; and

(iv) the amount of the selected E-Token to withdraw.

In this case you must also select the correct network and, if applicable, the optional destination tag, memo and message. Failing to include with the correct information might result in loss of funds.

Holding period. Bitpanda may impose a withdrawal holding period of up to 7 (seven) days where Bitpanda considers that any element of a Withdrawal is suspicious or would breach applicable law. During this time, E-Token withdrawal requests will not be processed, and E-Tokens cannot be transferred out of the Bitpanda Platform.

5.5. **No Reversal of Blockchain Transaction.** Withdrawing / depositing E-Tokens to the wrong address or to the wrong network means that your E-Tokens will be lost and irretrievable, and the Transaction cannot be reversed.

5.6. **Authentication.** You may only transfer E-Tokens after successfully completing the client verification and authentication process outlined in the User Agreement.

Additionally, every Transfer requires an additional authentication from you. In case you have enabled 2FA authentication, you will need to enter the required confirmations.

5.7. **Rejection of Transfer.** Under these conditions, Bitpanda may reject carrying out a Transfer:

5.7.1. **No Deposit of unsupported E-Token.** A Deposit to your Account is only possible for Integrated E-Token. Deposits of crypto-assets not supported by Bitpanda may result in the loss of these crypto-assets. You are responsible for ensuring that deposited crypto-assets are supported by Bitpanda before initiating the Deposit.

For the avoidance of doubt, assets other than Integrated E-Tokens (e.g. Trade Only E-Tokens, Index Only E-Tokens, etc.) cannot be deposited or withdrawn from / to the Bitpanda Platform. No such request will be processed by Bitpanda.

5.7.2. **Insufficient funds.** You cannot make a Withdrawal if you do not have sufficient E-Tokens in your Account. In case you try to make a Withdrawal that exceeds your E-Token holding on the Bitpanda Platform, your Withdrawal request will be rejected entirely.

5.7.3. **Minimum Transfer amount.** You cannot make a Transfer if the selected E-Token amount in the Transfer Request does not reach the applicable minimum transfer amount requirements.

5.7.4. **Doubts of authenticity.** If Bitpanda has reasonable doubts about the fact that the Transfer order was not submitted by you, or doubts about the authenticity of the documents submitted to Bitpanda, or if there are other doubts about the legality of the submitted Transfer order or its content, Bitpanda may refuse to execute a Transfer.

5.7.5. **Internal guidelines.** A Transfer cannot be executed if internal compliance guidelines based on applicable laws or AML/CTF guidelines require the non-execution of the Transfer.

5.7.6. **No matching address.** You cannot make a Transfer if the provided wallet address does not match the selected DLT-Network.

5.7.7. **Transfer Limit.** A Transfer will not be executed if any applicable Transfer limit is exceeded.

5.8. **Suspension of Transfer.** Under these conditions, Bitpanda may suspend carrying out a Transfer:

5.8.1. Bitpanda needs to suspend (part of) its Transfer services due to maintenance work or DLT-Network upgrades.

5.8.2. Bitpanda's internal compliance or AML/CTF guidelines prescribe additional monitoring or risk reviews and thus, require a delay of the execution of the Transfer.

5.9. **Information of rejection.** In case your Transfer has been rejected or suspended, Bitpanda will inform you of the reason, unless legal reasons speak against such information (e.g. Bitpanda's obligations with regards to AML/CFT).

5.10. Time of receipt of transfer instruction

No cut-off time. Bitpanda has not set a cut-off time for the Transfers.

Execution time. The execution of the Transfer depends on the underlying blockchain. Therefore, if a blockchain is not operative at the time of the transfer, execution is not possible.

5.11. **Delays in E-Token Transactions.** Many E-Tokens are technically designed in such a way that access to the corresponding private key of a wallet enables the irrevocable and unrecoverable withdrawal of these E-Tokens. Bitpanda has no influence on this characteristic. To make remote attacks more difficult, most E-Tokens are stored offline for security reasons as explained above in Clause 4.9.

Therefore, before any disposition of these Tokens, they must first be retrieved from cold storage for technical reasons, which may cause delays in the transfer of E-Token to your Account. This may require additional work steps that cannot be automated and cause delays. These steps will be performed as soon as possible.

5.12. **Notification obligation in case of delayed Deposits.** If you expect crypto-assets to be sent to your Account by a third party, you need to ensure that you provide the right deposit address, network and destination tag/memo. Failing to provide this data may result in the crypto-assets being permanently lost. If a Deposit is not credited to your Account within a reasonable timeframe, you will promptly notify us of the delay. We will process Deposits in accordance with the instructions we receive from you.

5.13. **Supported DLT networks.** You can find a complete list of E-Tokens available for Transfer under https://www.bitpanda.com/en/limits.

The list also includes for each E-Token the supported DLT-Networks for Transfers.

5.14. **Maximum execution time.** The time until a Transfer is executed through the DLT Network is not calculated based on traditional time measurements but based on the new block confirmations (i.e. batches of completed/executed transactions) added to the DLT Network (blockchain), since the Transfer was initiated (i.e. submitted to the DLT Network for execution).

The time of execution and completion of a Transfer can vary due to several reasons (selected DLT Network, amount of gas fees, network congestion, etc.). The rules of DLT Networks define maximum execution times until a Transfer must be included with a new block confirmation. These reasons are outside the control of Bitpanda.

5.15. **Automatic rejection of Transfer.** In some cases, and for some E-Tokens (crypto-assets, respectively), if the maximum execution time is exceeded, the DLT Network automatically rejects the submitted Transfer. In this case, the DLT Network releases the crypto-assets and Bitpanda returns and credits the corresponding amount of E-Tokens back to your Account.

5.16. **Completion of Transfer / No responsibility for third parties.** A Transfer is deemed executed once the number of block confirmations required for the Transfer to be considered irreversible is reached. A list of the number of block confirmations required for the Transfer to be irreversible for each DLT Network can be found here.

Once the Transfer is visible on an external blockchain network, it is final and cannot be undone. After you sign the Transfer, Bitpanda cannot control the transaction or whether you or a third party can access the transferred crypto-asset.

5.17. **Transaction ID.** When executing a Transfer, the relevant network will generate a Transaction ID. Such Transaction ID serves as irrefutable proof of the completed Transfer of E-Token to your last disclosed Wallet Address and will also be sent to your e-mail address.

5.18. **Transmission of Information.** Bitpanda will inform you of your transaction status by sending emails, push notifications or in-app notifications. You will receive a transaction history, where you can view the activity and status of all the transactions performed after the transactions have reached a final state (finished, cancelled, rejected).

You can manually access your transaction history in your Account.

5.19. **Fees and other costs.** We do not charge any fees for the provision of Transfer services. However, Transfers may be subject to transaction fees or miner-fees of third parties, which can be found here https://www.bitpanda.com/en/limits. These fees are outside of Bitpanda's responsibility and are settled directly by the Network. For Withdrawals, the fees will be displayed before you make a Withdrawal. For Deposits these fees are set on the sending party. Bitpanda does not control them.

5.20. **Language.** As described in Clause 1.6.1. of the User Agreement any documentation is made and published in various languages. In case of a dispute or any discrepancies, the German language version shall prevail.

5.21. **Notifications.** As described in Clause 5.4 of the User Agreement, we will notify you via our designated communication platform in case of suspected or actual fraud or security threats.

5.22. **Unauthorised or incorrectly initiated Transfers.** If you have reasons to suspect that there was an unauthorised or incorrectly initiated Transfer, you need to report this as soon as possible to Bitpanda.

Assistance with **recovery**. Bitpanda may, at its sole discretion, attempt to recover wrongly transferred E-Tokens. We may charge a fee to process the recovery attempt and notify you in advance of the applicable fees. The actual amount of recovered E-Tokens may differ from the estimated amount of E-Tokens. Bitpanda is not liable for any loss incurred during the recovery.

Liability for unauthorised or incorrectly initiated Transfers. In the case of an unauthorised or incorrectly initiated Transfer, Bitpanda is liable to the Client based on the limitation for claims for damages set out in Clause 10 of the User Agreement. For incidents not attributable to Bitpanda, Bitpanda shall not be liable.

5.23. **Termination.** You have the right to terminate the contractual relationship with Bitpanda and the Transfer services as described in Clause 7 of the User Agreement.

6. Security Ownership

6.1. **Security ownership.** You grant Bitpanda Asset Management GmbH (“Secured Party”) a first ranking security right in the form of a security ownership (*Sicherungseigentum*) over all E-Tokens that are held in custody on the Bitpanda Platform ("Secured Assets").

The security ownership secures all monetary claims the Secured Party has against you from the contractual relationship with the Secured Party, even if such claims are conditional, limited in time, or not yet due).

The security ownership arises at the time such claims of the Secured Party come into existence. Since all E-Tokens are held in custody by the Secured Party (as set out in Clause 4), no separate step to establish the security ownership is required.

6.2. **Exceptions to security ownership.** Items and rights dedicated by the customer for the execution of a specific order before the security ownership arises, such as an

order for a Withdrawal, are not included in the Secured Assets. However, this applies only as long as the dedication remains effective.

The security ownership does not extend to assets that have come into the possession of the Secured Party without your consent.

6.3. **Release of Secured Assets.** Upon the customer's request, Bitpanda shall release Secured Assets to the extent that it no longer has a legitimate security interest in it.

For the avoidance of doubt, the security ownership applies in addition to and independently of the Custody Agreement described in Clause 4 of these E-Token Terms.

6.4. Enforcement

6.4.1. If you fail to fulfil a claim of the Secured Party, the Secured Party has the right to enforce security ownership over the Secured Assets in whole or in part. This requires that the outstanding claim is due and that the right to enforce arises under the applicable contractual and statutory provisions.

6.4.2 Any enforcement may be undertaken without the involvement of a court, without the need to obtain a judgment and without having to institute enforcement proceedings in accordance with the Austrian Enforcement Act (Exekutionsordnung). Before taking any action, the Secured Party will notify you on a durable medium about the default on the outstanding claim and warn you that the Secured Assets will be auctioned or sold unless all outstanding claims are settled within one month of such notice.

6.4.3. **Sale.** An enforcement may involve the sale of the Secured Assets on any trading platform or exchange (including on the Bitpanda Platform) at the respective market price or as a direct sale.

6.4.4 **Public auction.** If for any Secured Asset (i) no such market price exists, or (ii) no trading platform or exchange is (technically and legally) accessible to the Secured Party or (iii) considering the circumstances and steps required, access to such trading platform or exchange is not feasible in the specific case, the Secured Party may auction the Secured Assets publicly. You will be notified of this in textform on a durable medium.

6.4.5. The Secured Party may – with due consideration to your interests – decide which parts of the Secured Assets will be subject to an enforcement. You cannot dictate which parts of the Secured Assets will be enforced.

6.4.6. Any proceeds of the enforcement will be allocated as follows: Firstly, towards payments of all necessary costs and fees of the enforcement and secondly, towards payment of any due and unpaid claim. Any surplus will be transferred to you.

6.5. **Other security rights.** The Secured Party does not accept or agree that any security interests or similar rights of any other person would rank ahead of or in any way impair the Secured Party's rights set out in this section, unless (i) such third-party right is created by operation of law or (ii) the Secured Party expressly agrees to waive any or all its rights under this section.

6.6. **Right of retention.** The Secured Party may withhold services owed to the customer due to claims arising from the contractual relationship, even if they do not stem from the same legal relationship.

6.7. **Currency conversion.** The Secured Party may convert any fiat money received, or proceeds recovered in an enforcement from one currency to another if such conversion is required to settle or set-off the claims between the Secured Party and you.

6.8. **No limitation of other rights.** This section does not intend to exclude any rights the Secured Party may have under Austrian law. It only changes or adds to those rights if clearly stated in this section.

7. Delisting

7.1. **Delisting.** Bitpanda may remove specific E-Tokens from the Bitpanda Platform, which includes the ability to buy, sell, swap, deposit or withdraw the E-Token on the Bitpanda Platform by delisting them ("Delisting").

Bitpanda reserves the right to delist specific E-Tokens at any time, if deemed necessary to comply with applicable law, address technological challenges, meet regulatory requirements, resolve security concerns, manage liquidity-related issues that may arise or whenever it decides to do so due to commercial considerations, after carefully weighing the Bitpanda’s interest against the interest of its clients.

In such cases, Bitpanda may cancel pending Offers, requiring you to withdraw, sell or swap the E-Token from your Account.

7.2. **Delisting Procedure.** Bitpanda will, if possible, provide advance notice before Delisting any E-Tokens. For delisted E-Tokens, Bitpanda will provide a period of time of at least four weeks within which the delisted E-Tokens must be removed from your Account.

After the end of the notice period, trading as well as Transfers of the relevant delisted E-Token, if applicable, may be disabled.

Bitpanda may be unable to provide the advance notice period if legal or regulatory requirements or significant security or liquidity issues necessitate the immediate or shorter-notice delisting of an E-Token.

If you still have E-Tokens in your wallet after the delisting of such E-Token, please contact Customer Support for assistance with disposing of them.

In certain cases, Bitpanda may permit you to continue to hold and make Withdrawals of such E-Tokens but terminate or suspend all trading of that E-Tokens.

In the event of a Delisting due to protocol changes (such as a token merge or split), if Bitpanda supports such protocol change, the token(s) resulting from such protocol change will be credited to your Account in the amount specified by the protocol change. The token merge may facilitate a swap by ceasing trading of the old token and converting existing token holdings into the new token.

7.3. **Sale and legal deposit.** If you fail to dispose of such E-Tokens within one month, or within a shorter period as may be required in the event of an emergency delisting (Emergency Delisting), after the relevant E-Token has been delisted (Delisting Cut-Off Date), Bitpanda shall be entitled, after providing prior notification to you on a durable medium, to:

- sell the delisted E-Tokens at the prevailing market prices on the Bitpanda Platform and transfer the proceeds of the sale (after deduction of any applicable fees in connection with the sale) in E-Money to your Account;
- Swap the delisted E-Tokens to an "E-Money Token" at the prevailing market prices on the Bitpanda Platform; and/or
- deposit the delisted E-Tokens in court at your expense, whereas you will be informed about such deposit.

You will be informed in writing or on a durable medium about these consequences.

8. Airdrops

Bitpanda does not automatically add any E-Tokens or digital units from airdrops to your Account. If you wish to participate in any airdrop, you must monitor the eligibility requirements and, if interested, Withdraw the E-Tokens from the Bitpanda Platform and place it in the system of your choice that is eligible to receive such airdrop. Bitpanda does not give advice on airdrops or as to how to participate in them. Participating in the airdrop is at your own risk and Bitpanda will not notify you of such airdrops.

Bitpanda may decide at its own discretion to claim or distribute any Airdrop, as well as the terms and conditions (including eligibility criteria) that will apply to any claim or distribution of any Airdrop.

9. Risks associated with E-Tokens

Trading and transferring E-Tokens carries certain risks, for which Bitpanda assumes no responsibility. An outline of these risks can be found in Annex III of the User Agreement available here. The limitation of liability for any Bitpanda Company, according to Section 10 of the User Agreement shall apply.

10. Fork Policy – How Bitpanda will react to intended and unintended Forks

10.1. **What is a Fork.** A "Fork" is a situation in which a blockchain splits into two separate chains temporarily or permanently. Forks are an unintended but unavoidable occurrence during mining, where two chains following the same consensus rules temporarily have the same accumulated proof-of-work and are both considered valid. They can also occur due to the use of two distinct sets of rules trying to govern the same blockchain. Forks can be used in crypto-assets intentionally in order to add new features to a blockchain or to reverse the effects of hacking or catastrophic bugs on a blockchain (e.g. the fork between Ethereum and Ethereum Classic).

10.2. **No automatic support of a Fork.** Bitpanda does not automatically support Forks of any crypto-asset. Bitpanda assesses each case, and each Fork on a case-by-case basis and Bitpanda may decide whether to support a Fork or not.

Bitpanda will try to integrate new crypto-assets but in no case gives any guarantee that such integration can be done or is fixed for a certain point in time. Bitpanda may

decide in a commercially reasonable way not to integrate such new crypto-assets on the Bitpanda Platform. In such cases, you have no right to claim damages or compensation of any kind from Bitpanda.

10.3. **Procedure in case of non-support.** If Bitpanda decides not to support a Fork but you want to participate in a Fork, you have to Withdraw that E-Token onto such a third-party wallet which you think fits for supporting such a Fork. You should take enough time in order to timely transfer such E-Token out of the Bitpanda Platform.

10.4. **No information obligation.** You must monitor the market by yourself to stay informed about Forks. Bitpanda has no duty to inform you of any Forks.

10.5. **Temporary trading suspension.** Bitpanda may suspend/temporarily shut down any Transaction with respect to E-Token which are part of a Fork or influenced by a Fork to a major extent. This applies to Forks which are supported by Bitpanda and to Forks which are not supported by Bitpanda.

10.6. **Procedure in case of support of a Fork**. If Bitpanda decides to try to support a Fork, Bitpanda shall decide which chain is the original blockchain in the fork scenario. Consequently, Bitpanda shall inform you on a durable medium of such decisions and will endeavour to integrate the new crypto-assets resulting from the Fork into the Bitpanda Platform. If a new crypto-asset is being implemented, you will be informed about the distribution rate of such new crypto-assets.

10.7. **Cold storage / suspension of transfers.** Bitpanda holds any resulting new crypto-assets for and on behalf of you from the time of the split until the time of distribution to you in cold storage (meaning offline). It is impossible to Withdraw any such new crypto-assets out of a supported Fork until and if Bitpanda decides to go live with such new crypto-asset.

11. Tax Withholding

11.1. Your crypto transactions may be subject to tax withholding obligations under applicable laws and regulations. From time to time, we may request that you provide certain tax documentation or certifications relating to your taxpayer status (including, but not limited to, a valid Tax Identification Number, declaration of tax residency, or relevant self-certification forms).

11.2. Failure to provide such information within the time frame specified may result in the imposition of tax withholding. We reserve the right to withhold taxes and remit taxes

to a competent tax authority if required by law. This may include, without limitation, backup withholding, transaction-based withholding, or other withholding obligations that may be introduced from time to time.

11.3. **Consumption logic under the Austrian tax regime**: If you are an Austrian tax resident, and dispose of crypto-assets (including by selling, swapping, or withdrawing crypto-assets), you acknowledge and agree that, for the purposes of determining the applicable tax base under Austrian tax law, any Initial E-Token previously classified as an "Altbestand" (old asset) — i.e., acquired prior to 1 March 2021 — shall be deemed to be disposed of first. As a result, you may not designate which specific subset of asset units is disposed of first for tax purposes. Bitpanda may implement appropriate mechanisms to reflect and enforce this consumption logic in line with the applicable Austrian tax rules.

11.4. You remain solely responsible for fulfilling your tax obligations and for consulting with your tax advisor to understand how these rules apply to your individual circumstances.

Annex I

Definitions

Definition	Meaning
Account	means the user account you create by registering on the Bitpanda Platform.
AML/CFT	Anti-Money-Laundering and Terrorist Financing Prevention
Bitpanda	means the entirety of the corporate group acting as the operator of the Bitpanda Platform and the service providers facilitating Transactions on the Bitpanda Platform.
Bitpanda Company	means one of these entities as described under the definition "Bitpanda" and Bitpanda Companies shall refer to multiple of these companies.
Bitpanda Asset Management GmbH or Custodian or Secured Party	means Bitpanda Asset Management GmbH, with its corporate seat at Dircksenstraße 4, 10179 Berlin, Germany, registered with the Commercial Register under registration number HRB 258842 B.
Bitpanda Limit Order	means an order to buy or sell an E-Token that is submitted for fulfilment once your selected Target Price is reached on Bitpanda Platform.
Bitpanda Platform	means the platform operated by Bitpanda which is offered via online or electronic means, mobile application as well as associated APIs of such platform or application which enable the user to trade or invest in the Supported Assets.
Cash Plus A-Token	means an A-Token with those MMFs as underlying for which Bitpanda offers its Cash Plus product.

Crypto-Asset	means a digital representation of a value or of a right that is able to be transferred and stored electronically using distributed ledger technology or similar technology (as defined in Art 3 (1) no 5 of MiCAR).
Definitions	means the capitalized words used throughout the User Agreement and Product Terms that have a certain meaning, which is set out in this Annex.
Delisting Cut-Off Date	means the date by which you must withdraw, sell or swap a delisted E-Token before Bitpanda may take further action under Clause 8.3, such as selling the E-Token, swapping it into an E-Money Token, or depositing it in court.
Deposit	means the transfer of crypto-assets from a wallet (or other source) outside of the Bitpanda Platform to your Account.
DLT	means Distributed Ledger Technology.
E-Money	is defined in the E-Money Directive (Directive (EU) 2009/110 "EMD") and nationally implemented with the Austrian E-Money-Act 2010 (E-Geld Gesetz 2010, "E-GeldG 2010") as electronically stored monetary value representing a claim on Bitpanda as issuer for the purpose of making payment transactions on the Bitpanda Platform.
E-Money Token	is defined in MiCAR as a type of crypto-asset that aims to maintain a stable value by referencing the value of a single official currency. To the general public, these are commonly referred to as stablecoins, which are tied to fiat currencies such as USDC.
Emergency Delisting	means a delisting of an E-Token that must be processed without or with shorter notice than the standard delisting procedure due to exceptional circumstances, including legal or regulatory requirements, significant security threats, or severe liquidity disruptions that make continued support of the E-Token on the Bitpanda Platform unfeasible.
E-Token	means the interface representation of crypto-assets on the Bitpanda Platform.

E-Token Terms	means this document.
E-Token Wallet	means the Wallet for all E-Tokens on the Bitpanda Platform.
Fiduciary Property	has the meaning given in Section 4.4.
Fork	Means a situation in which a blockchain splits into two separate chains temporarily or permanently.
Fulfilment Price	means the actual price at which your Offer Limit Order is fulfilled.
Internal Ledger	means the internal (i.e., "off-chain") register of E-Token positions held by the Custodian, as trustee, on behalf and for the account of its customers.
MiCAR	means Markets in Crypto-Assets Regulation (Regulation (EU) 2023/1114).
Offer	means your binding offer to Bitpanda to trade a Supported Asset. Any Offer must be issued and confirmed in accordance with the Offer process set out in the User Agreement or applicable Product Terms.
Offer Limit Order	means the offer you can create on the Bitpanda Platform to buy or sell E-Token once the Target Price has been met.
Price Deviation	means that the situation, that the Target Price and the Fulfilment Price deviate.
Product Terms	means the entirety of the individual terms and conditions that shall apply for a specific product, which are set out in specific legal documents in our legal repository https://www.bitpanda.com/en/legal.
Secured Assets	means all E-Token deposited from time to time on the E-Token Wallet.

Supported Asset	means the assets that you can trade or invest in on the Bitpanda Platform.
Swap	means the exchange of a Token into another Token on the Bitpanda Platform.
Target Price	means the price you set on the Bitpanda Platform at which you want to submit your Offer Limit Order to trade E-Tokens.
Token	means the digital representations of supported Assets on the Bitpanda Platform.
Transaction	means a contractual relationship that is the result of any Bitpanda Company accepting an Offer from you in accordance with the acceptance procedures set out in the User Agreement and this E-Token Terms.
Transfer	means Deposit and Withdrawal together.
User Agreement	means the document User Agreement and all Annexes and documents referred therein.
VSN	means the Vision ("VSN") Crypto-Asset issued by the Vision web3 Foundation. For more information on the VSN token, please refer to the VSN whitepaper available on https://vision.now/vsn.
Wallet Address	means a randomly generated set of numbers and letters which represent a type of unique number similar to a bank account number (but only for crypto-assets) which are required to send or receive crypto-assets.
Withdrawal	means the transfer of crypto-assets from your E-Token Wallet to a wallet (or other source) outside the Bitpanda Platform.