

PRODUCT TERMS
FOR E-TOKEN

Bitpanda Broker UK Ltd

VERSION 1.1.0, DATED 15 APRIL 2026

1. Introduction to these Product Terms

- 1.1. Scope. The following "E-Token Terms" set out additional terms and conditions applicable to you in respect of "E-Tokens" on the Bitpanda Platform.
- 1.2. Contractual Relationship. These E-Token Terms supplement the "User Agreement". The general provisions of the User Agreement and these E-Token Terms govern your use of the Bitpanda Platform and each Transaction in E-Tokens, including the custody, trading, and transfer of E-Tokens. The E-Token services are provided by Bitpanda and these E-Token Terms are entered into between (i) Bitpanda and (ii) you.
- 1.3. 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-Tokens, except that (i) the Margin Trading Terms shall prevail in relation to any Margin Transaction, any Leverage Position, the creation, attachment, perfection (where applicable), enforcement, or release of any Security Interest, the "Liquidation" of any Collateral, and any E-Tokens that are "Initial E-Tokens", "Borrowed E-Tokens", Received E-Tokens, Collateral, or otherwise the subject of a Margin Transaction or Leverage Position, and (ii) the Earn Terms shall prevail in relation to any Earn Transaction and any E-Tokens that are Lent Assets or otherwise the subject of an Earn Transaction for the duration of that Earn Transaction.
- 1.4. Defined Terms. Defined terms are capitalised expressions used throughout these E-Token Terms that have a certain meaning, as set out in the Annex (*Definitions*) to these E-Token Terms and, where not defined therein, as set out in Annex I (*Definitions*) to the User Agreement.

2. E-Tokens

- 2.1. 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withdrawn to external wallets on the Bitpanda Platform ("Integrated E-Tokens").

Trade Only E-Tokens: Trade Only E-Tokens are E-Tokens that can only be purchased, sold, or exchanged for other E-Tokens or Funds on the Bitpanda Platform. Deposits of Trade Only E-Tokens from, and withdrawals of Trade Only E-Tokens to external wallets are not supported ("Trade Only E-Tokens").

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.

- 2.2. Change of E-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 list of E-Tokens and, in case an E-Token will no longer be supported, the delisting measures, as described in Section 7, 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

- a. buy,
- b. sell, or
- c. Swap,

E-Tokens pursuant to the process set out below in Sections 3.2 to 3.7. 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".

If you wish to enter into a Transaction on the Bitpanda Platform, you first need to submit an Offer, whereby the principles described in section 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 Funds for a firm price as published on the Bitpanda Platform. Funds usable on the Bitpanda Platform are held in the Fiat Wallet and are subject to the User Agreement, including the provisions relating to the Fiat Wallet and any third-party service providers used in connection with it.

- 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 Funds in exchange for a sale of a specified amount of E-Tokens.
- 3.4. Offer to purchase or sell E-Tokens via a Bitpanda Limit Order. You can create an offer to buy or sell E-Tokens on the Bitpanda Platform once the "Target Price" you set is met in the following way:
- 3.4.1. 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 provided at that time sufficient Funds are available in a Fiat Wallet in your Account, your offer will be submitted to Bitpanda (such offer is referred to as an "Offer Limit Order").
- 3.4.2. 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 Funds.
- 3.4.3. Each Offer Limit Order to sell constitutes a binding offer from you to accept the crediting of an amount of Funds to your Account in exchange for a transfer of E-Tokens.
- 3.4.4. Bitpanda will accept or reject the Offer Limit Order at its sole discretion.
- 3.4.5. 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.
- 3.4.6. 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 Bitpanda is not 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 in the way of Funds, 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.

- 3.4.7. Price Deviation Control. To prevent significant deviation in the Fulfilment Price from your Target Price, Bitpanda applies a control mechanism of 5% Price Deviation. Your Offer Limit Order will be cancelled, if "Slippage" exceeds 5%.
- 3.4.8. No locking of funds. The quantity of the relevant E-Token committed to the Bitpanda Limit Order will not be locked but you must have sufficient Funds or E-Tokens 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.
- 3.4.9. 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.
- 3.5. Swap. When you submit an Offer to "Swap" your E-Tokens, your Offer is interpreted as a request to enter into a Transaction under which you (i) sell a specified amount and type of E-Tokens for Funds and instantaneously (ii) purchase another E-Token in the amount of the Funds made available from the sale described in (i). However, a Swap under this Section 3.5 effectively and economically (after taking into consideration applicable fees and spreads) corresponds to a direct exchange of an E-Token as the Funds 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 E-Token, followed by the fees applicable to the purchase of the subsequent E-Token. Where a Swap is effected in connection with a Margin Transaction under the Margin Trading Terms, the provisions of this Section 3.5 apply subject to and as modified by the Margin Trading Terms, and any reference in this Section 3.5 to E-Tokens held by you shall, for the purposes of a Margin Transaction, include the Borrowed E-Tokens provided to you by Bitpanda.

3.6. Settlement. Except as provided for elsewhere in these E-Token Terms or in other applicable Product Terms, Transactions under this Section 3 are settled in Funds.

3.7. Any Transaction is subject to a trading fee. The trading fee will be disclosed within your trading journey prior to making an Offer and you will find the fees applicable to E-Tokens from time to time in the Cost Transparency Document. The fees referred to in this Section 3 are without prejudice to any separate fees that may apply under other Product Terms, where expressly stated in those Product Terms or in the Cost Transparency Document.

4. Custody of E-Tokens

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 offers custodial services (solely) for E-Tokens and will act as a custodian. The rights and obligations set out in this Section 4 are subject to applicable law and the terms of your contractual relationship with Bitpanda from time to time, including the User Agreement and any applicable Product Terms, and are expressly modified by the provisions of Section 5 (relating to staking) and Section 8 (relating to Airdrops). For the avoidance of doubt, this Section 4 (relating to custody), 5, 8, and 10 (relating to Forks) do not apply to any E-Tokens that constitute Lent Assets under the Earn Terms for the duration of the relevant Earn Transaction, and any rights, proceeds, benefits, or entitlements arising from or attributable to such Lent Assets are governed exclusively by the Earn Terms.

4.2. Non-custodied E-Tokens. Notwithstanding the remainder of this Section 4, and except in respect of E-Tokens that are Received E-Tokens or Collateral under the Margin Trading Terms (to which section 5 of the Margin Trading Terms applies), E-Tokens that you purchase or which are credited to your Account will not be held by Bitpanda as custodian or trustee and you will not have any beneficial interest or proprietary rights in such E-Tokens until your payment settlement obligations to Bitpanda in respect of those E-Tokens have been fully satisfied. You do not have any rights (including any right to make an Offer or Transfer) in respect of any E-Tokens that are subject to outstanding settlement obligations, notwithstanding that the E-Tokens may be shown in the balance for your E-Token Wallet. Pending full satisfaction of any payment settlement obligations you owe to Bitpanda in respect of E-Tokens in your Account, Bitpanda may, at its sole discretion, sell or otherwise dispose of all or any part of the E-Tokens in respect of which such payment settlement obligations remain outstanding

and apply the net proceeds in or towards payment or discharge of your payment settlement obligations to Bitpanda, if you, on demand, fail to pay Bitpanda any amount due.

This Section 4.2 does not apply to Received E-Tokens credited to your Account pursuant to a Margin Transaction and, in relation to such Received E-Tokens, title and beneficial ownership shall vest in you upon crediting to your Account, subject immediately and automatically to the Security Interest and all other restrictions set out in the Margin Trading Terms.

- 4.3. 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 Section 4.
- 4.4. Title to E-Tokens. Except as provided for elsewhere in these E-Token Terms, the User Agreement, or other Product Terms, (i) Bitpanda holds the E-Tokens in your E-Token Wallet in custody for you, and (ii) title to the E-Tokens in your E-Token Wallet remains with you and does not transfer to Bitpanda. You bear the risk of fluctuations in value of the E-Tokens in your E-Token Wallet.
- 4.5. Custodian Obligations. Except as provided for elsewhere in these E-Token Terms, the User Agreement, or other Product Terms, (i) the E-Tokens in your E-Token Wallet are not loaned to Bitpanda or subject to Bitpanda's creditors' claims (although a court may rule otherwise), (ii) Bitpanda does not treat or represent E-Tokens in your E-Token Wallet as Bitpanda's property, and (iii) Bitpanda shall not grant a security interest over the E-Tokens held in your E-Token Wallet. Except as required by a valid court order or provided for elsewhere in these E-Token Terms, the User Agreement, or other Product Terms (and, in particular, in the Margin Trading Terms and in section 6.5 of the User Agreement), Bitpanda will not sell, transfer, loan, hypothecate, or otherwise dispose of your E-Tokens without your instruction. For the avoidance of doubt, where E-Tokens constitute Collateral under an open Leverage Position, you grant a Security Interest over such E-Tokens in favour of Bitpanda in accordance with the Margin Trading Terms, the provisions of the Margin Trading Terms shall prevail in respect of those E-Tokens for the duration of the relevant Leverage Position, and the restrictions in this Section 4.5 shall not prevent or affect the creation, attachment, perfection (where applicable), or enforcement of that Security Interest. Similarly, the security interests granted by you in favour of Bitpanda under section 6.5 of the User Agreement apply to

E-Tokens in your E-Token Wallet in accordance with the terms of that section of the User Agreement, and the restrictions in this Section 4.5 shall not prevent or affect the creation, attachment, or enforcement of those security interests.

4.6. Control of custodied E-Tokens. Except as provided for elsewhere in these E-Token Terms, the User Agreement, or other Product Terms, you remain in control of any E-Tokens held in your E-Token Wallet and may dispose of custodied E-Tokens, for example by selling them or (where supported) transferring them to a Wallet Address outside of the Bitpanda Platform. For the avoidance of doubt, your ability to dispose of E-Tokens that constitute Collateral under the Margin Trading Terms is restricted in accordance with the Margin Trading Terms.

4.7. Register of positions. Bitpanda keeps an "Internal Ledger" of its customers' E-Token holdings. Any Transaction carried out on the Bitpanda Platform in relation to E-Tokens is properly recorded in the Internal Ledger.

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.

4.8. Sub-Custodians. Bitpanda may use carefully selected sub-custodians for the provision of the custody services described herein. In such cases, Bitpanda remains fully responsible for ensuring the provision of services meet all commitments outlined in these E-Token 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 for several clients at the same time and may in addition hold or trade its own E-Token. You herewith release Bitpanda from any restrictions against self-dealing and double representation in connection with its role as custodian 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 in one or more designated wallets, clients' E-Tokens 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-Tokens.
- 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. Bitpanda 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 custodied E-Tokens, except 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 Bitpanda and you, the measures described in section 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 section 10.2 of the User Agreement, (ii) where the relevant E-Tokens are subject to any lock-up, Security Interest, lien, or other restriction under any applicable Product Terms, including where such E-Tokens are Collateral, Received E-Tokens, or otherwise the subject of a Margin Transaction under the Margin Trading Terms, in which case you

may not withdraw those E-Tokens unless and until the relevant restriction is lifted, including where the Secured Obligations have been discharged and the Security Interest has been released, (iii) where withdrawal requests have returned a result in the risk scanning process (comprising, anti-money-laundering, anti-proliferation financing and terrorist financing prevention ("AML/CFT"), other risks and travel rule information), (iv) where Section 4.2 applies to the E-Tokens, (v) where Bitpanda is exercising its rights under section 6.5 of the User Agreement in respect of E-Tokens that are not at that time Collateral or Received E-Tokens subject to a Security Interest under the Margin Trading Terms (including, for the avoidance of doubt, E-Tokens that have been released from any such Security Interest), or (vi) where the relevant E-Tokens are recorded as Lent Assets under an open Earn Transaction pursuant to the Earn Terms, in which case those E-Tokens are no longer held in custody and may not be withdrawn until the relevant Earn Transaction has been settled in accordance with the Earn Terms, whether by transfer of Equivalent E-Tokens to your E-Token Wallet or by alternative settlement permitted in the Earn Terms.

- 4.15. Liability. Any liability of Bitpanda under or in connection with these custodial services shall be limited in accordance with section 10 of the User Agreement.
5. Bitpanda's right to stake your E-Tokens on our own account
- 5.1. It is Bitpanda's objective to promote proof-of-stake mechanisms by providing E-Tokens to the respective network.
- 5.2. You hereby agree and consent that Bitpanda may, in its sole discretion, use the E-Tokens held by Bitpanda in custody for you to stake those E-Tokens on Bitpanda's own account, and to use those E-Tokens for the purposes of satisfying any technical or eligibility conditions for such staking, and that all staking rewards, commissions or other consideration so obtained ("Staking Rewards") shall accrue solely to Bitpanda. Any such staking activity shall not affect your ability to conduct Transactions, nor to withdraw or otherwise use the E-Tokens in your E-Token Wallet.
- 5.3. Bitpanda's retention of the Staking Rewards gives rise to a conflict between Bitpanda's commercial interest and any fiduciary duty it may owe to you as custodian of your E-Tokens. You acknowledge that this conflict has been clearly disclosed to you, and in full knowledge of (i) that conflict, (ii) the fiduciary principle that a trustee must account for profits made from trust property unless the beneficiary gives fully informed consent, and (iii) the fact that any such profit obtained in breach of fiduciary duty is ordinarily held on constructive trust for the beneficiary, you hereby (a) give

your free, specific, fully informed and unqualified consent to Bitpanda retaining the Staking Rewards, (b) expressly and irrevocably authorise Bitpanda to retain, for its sole benefit, any Staking Rewards, (c) waive any equitable, proprietary or restitutionary claim to any Staking Rewards, and (d) waive and release any right to require Bitpanda to account for, disgorge or hold on trust any Staking Rewards.

- 5.4. Your E-Tokens remain your property where Bitpanda stakes your E-Tokens for its own account and benefit under this Section 5, and those E-Tokens are not at risk as a result of such staking activities. Bitpanda bears any losses arising from such staking activities, and will reimburse you for the full amount of any such loss.
- 5.5. You may withdraw the consent given in Sections 5.2 and 5.3 by terminating your Account in accordance with the User Agreement and, upon the effective date of such termination, the withdrawal of such consent shall become effective and Bitpanda will cease staking the relevant E-Tokens for its own account.
- 5.6. For the avoidance of doubt, where you Stake E-Tokens yourself in accordance with Part I of the Staking Terms, Sections 5.2 to 5.4 do not apply for the duration of your independent Staking activity in respect of those Staked Assets.
- 5.7. For the avoidance of doubt, where E-Tokens are Lent Assets under an Earn Transaction in accordance with the Earn Terms, those E-Tokens are the property of Bitpanda and are not held in custody for the duration of the Earn Transaction and Sections 5.2 to 5.4 of these E-Token Terms do not apply to them.

6. Transfer of E-Tokens

- 6.1. 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 either a Deposit or a Withdrawal each being a "Transfer") pursuant to the process set out below.
- 6.2. 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 relation to AML/CFT. A withdrawal holding period of up to 7 days may be imposed in the circumstances described in Section 6.4.

In the course of a Deposit or Withdrawal, Bitpanda is obliged to request certain information from you in order to comply with applicable AML/CFT 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.

6.3.

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 option destination tag, memo or message, you must include it, otherwise the assets might get 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-Tokens 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.

6.4.

Withdrawal. You can submit the Withdrawal request in your Account via the 'Withdraw' interface on the Bitpanda Platform by selecting:

- a. a supported E-Token to withdraw;
- b. the recipient Wallet Address to which you can withdraw your selected E-Token;
- c. a supported "DLT" network to use for the withdrawal; and
- d. 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 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.

6.5. 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.

6.6. 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.

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

6.7.1. No Deposit of unsupported E-Token. A Deposit to your Account is only possible for Integrated E-Tokens. 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.

6.7.2. Insufficient E-Tokens. 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.

6.7.3. 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.

- 6.7.4. 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.
- 6.7.5. Internal guidelines. A Transfer cannot be executed if internal compliance guidelines based on applicable laws or AML/CFT guidelines require the non-execution of the Transfer.
- 6.7.6. No matching address. You cannot make a Transfer if the provided Wallet Address does not match the selected DLT network.
- 6.7.7. Transfer Limit. A Transfer will not be executed if any applicable Transfer limit is exceeded.
- 6.7.8. Other restrictions. Your ability to make a Transfer is subject to the restrictions on your withdrawal of E-Tokens, which are set out in Section 4.14.
- 6.8. Suspension of Transfer. Under these conditions, Bitpanda may suspend carrying out a Transfer:
 - 6.8.1. Bitpanda needs to suspend (part of) its Transfer services due to maintenance work or DLT network upgrades.
 - 6.8.2. Bitpanda's internal compliance or AML/CFT guidelines prescribe additional monitoring or risk reviews and thus, require a delay of the execution of the Transfer.
- 6.9. Information of rejection. In case your Transfer has been rejected or suspended, Bitpanda will inform you of the reason, unless Bitpanda is not permitted to do so under applicable law (e.g. due to Bitpanda's AML/CFT obligations).
- 6.10. 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.

6.11. 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 Section 4.9.

Therefore, before any disposition of these E-Tokens, they must first be retrieved from cold storage for technical reasons, which may cause delays in the transfer of E-Tokens 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.

6.12. 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 Bitpanda of the delay. Bitpanda will process Deposits in accordance with the instructions Bitpanda receives from you.

6.13. Supported DLT networks. You can find a complete list of E-Tokens available for Transfer [here](#).

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

6.14. 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 matters are beyond Bitpanda's control.

6.15. 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.

- 6.16. 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.
- 6.17. 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-Tokens to your last disclosed Wallet Address and will also be sent to your e-mail address.
- 6.18. 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.
- 6.19. Fees and other costs. Bitpanda does 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](#). 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 will need to be settled by the sending party. Bitpanda does not control these fees.
- 6.20. 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.
- 6.21. Assistance with recovery. Bitpanda may, at its sole discretion, attempt to recover wrongly transferred E-Tokens. Bitpanda 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.
- 6.22. Liability for unauthorised or incorrectly initiated Transfers. In the case of an unauthorised or incorrectly initiated Transfer, Bitpanda will only be liable to you in accordance with the limitations on

Bitpanda's liability set out in section 10 of the User Agreement. For incidents not attributable to Bitpanda, Bitpanda shall not be liable.

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 may choose to delist specific E-Tokens if deemed necessary to comply with applicable law, technological challenges, regulatory requirements, security concerns, or liquidity-related issues that may arise or threaten to arise, at any time and at its sole discretion.

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-Token.

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.

Where an E-Token that constitutes Received E-Tokens or Collateral (as each such term is defined in the Margin Trading Terms) under an open Leverage Position (as defined in the Margin Trading Terms) is subject to a Delisting, the provisions of the Margin Trading Terms shall prevail in respect of those E-Tokens and

Bitpanda may, in its sole discretion, require you to close the relevant Leverage Position within the notice period referred to in Section 7.2. If you fail to do so, Bitpanda may close the Leverage Position and realise the Collateral in accordance with the Margin Trading Terms, and the Delisting procedures in Sections 7.2 and 7.3 shall not prevent or delay such closure or realisation.

Where an E-Token that constitutes Lent Assets (as defined in the Earn Terms) under an open Earn Transaction (as defined in the Earn Terms) is subject to a Delisting, the provisions of the Earn Terms shall prevail in respect of those Lent Assets and Bitpanda may, in its sole discretion, terminate the relevant Earn Transaction in accordance with Section 7.4 of the Earn Terms, and the Delisting procedures in Sections 7.2 and 7.3 of these E-Token Terms shall not prevent or delay such termination.

- 7.3. Sale and legal deposit. If you fail to dispose of such E-Tokens within one month after the relevant E-Token has been delisted, Bitpanda shall be entitled, after prior notification to you, to:
- a. 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 Funds to the Fiat Wallet in your Account;
 - b. Swap the delisted E-Tokens to a "Fiat-Backed Token" at the prevailing market prices on the Bitpanda Platform; and/or
 - c. deposit the delisted E-Tokens in court at your expense, where you will be informed about such deposit.

This Section 7.3 does not restrict Bitpanda's rights and ability to close out Leverage Positions, enforce any Security Interest, or realise Collateral under the Margin Trading Terms, and Bitpanda may take such steps immediately where E-Tokens are Collateral or Received E-Tokens under an open Leverage Position.

8. Airdrops

- 8.1. Bitpanda does not automatically add any E-Tokens or digital units from any "Airdrop" to your Account. If you wish to participate in an 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 an Airdrop is at your own risk and Bitpanda will not notify you of such Airdrops.
- 8.2. 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.

- 8.3. You hereby agree and consent that Bitpanda may, in its sole discretion, use the E-Tokens held in custody for you to satisfy any technical or eligibility conditions for, and to claim, receive, retain, sell, Swap, or otherwise dispose of any Airdrop on Bitpanda's own account, and that all Crypto-Assets or other consideration so obtained ("Airdrop Proceeds") shall accrue solely to Bitpanda. Any such activity shall not affect your ability to conduct Transactions, nor to withdraw or otherwise use the E-Tokens in your E-Token Wallet.
- 8.4. Bitpanda's retention of the Airdrop Proceeds gives rise to a conflict between Bitpanda's commercial interest and any fiduciary duty it may owe to you as custodian of your E-Tokens. You acknowledge that this conflict has been clearly disclosed to you, and, in full knowledge of (i) that conflict, (ii) the fiduciary principle that a trustee must ordinarily account for any profit obtained through use of trust property unless the beneficiary gives fully informed consent, and (iii) the fact that any such profit obtained in breach of fiduciary duty is ordinarily held on constructive trust for the beneficiary, you hereby (a) give your free, specific, fully informed, and unqualified consent to Bitpanda retaining the Airdrop Proceeds, (b) expressly and irrevocably authorise Bitpanda to retain, for its sole benefit, any Airdrop Proceeds, (c) waive any equitable, proprietary, or restitutionary claim to any Airdrop Proceeds, and (d) waive and release any right to require Bitpanda to account for, disgorge, or hold on trust any Airdrop Proceeds.
- 8.5. Your E-Tokens remain your property where Bitpanda claims Airdrop Proceeds in respect of those E-Tokens on its own account and for its own benefit under this Section 8, and those E-Tokens are not at risk as a result of such claiming of Airdrop Proceeds. Bitpanda bears any losses arising from such claiming of Airdrop Proceeds, and will reimburse you for the full amount of any such loss.
- 8.6. You may withdraw the consent referred to in Sections 8.3 and 8.4 by terminating your Account in accordance with the User Agreement and, upon the effective date of such termination, the withdrawal of such consent shall become effective and Bitpanda will cease claiming Airdrop Proceeds attributable to your E-Tokens for its own account.
- 8.7. For the avoidance of doubt, where you claim an Airdrop yourself by withdrawing E-Tokens pursuant to Section 8.1, Sections 8.2 to 8.5 shall not apply for the duration of your independent participation in such 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 the Risk Disclosure. The limitation of liability for Bitpanda set out in 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 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 must ensure that you take such actions in good time.
- 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-Tokens 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 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.

Annex
Definitions

Defined Term	Meaning
AML/CFT	has the meaning ascribed to that term in Section 4.14.
Airdrop	means any allocation, distribution, grant or delivery of new Crypto-Assets (or any rights or benefits relating to them) that a protocol developer, issuer or third party makes to holders or custodians of, or addresses associated with, an underlying Crypto-Asset, whether the distribution is automatic, claim-based or conditional upon certain criteria or the completion of certain tasks, and includes any analogous distribution regardless of designation.
Airdrop Proceeds	has the meaning ascribed to that term in Section 8.3.
Bitpanda Index	means an Index, as defined, and described in greater detail, in the Index Terms.
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.
Borrowed E-Tokens	has the meaning ascribed to that term in the Margin Trading Terms.
Delisting	means when Bitpanda removes specific E-Tokens from the Bitpanda Platform.
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-Token	means the Supported Assets which are the digital representation of certain Crypto-Assets supported on the Bitpanda Platform from time to time as described in these E-Token Terms.
E-Token Terms	means this document.
E-Token Wallet	means the Wallet for all E-Tokens on the Bitpanda Platform.
Fiat-Backed Token	is a type of Crypto-Asset that aims to maintain a stable value by referencing the value of a single official currency.
Fork	means a situation in which a blockchain splits into two separate chains temporarily or permanently.

Defined Term	Meaning
Fulfilment Price	means the actual price at which your Offer Limit Order is fulfilled.
Initial E-Tokens	has the meaning ascribed to that term in the Margin Trading Terms.
Integrated E-Tokens	has the meaning ascribed to that term in Section 2.1.
Internal Ledger	means the internal (i.e. off-chain) register maintained by Bitpanda to record the E-Token positions held in custody for, and allocated to, each relevant customer.
Liquidation	has the meaning ascribed to that term in the Margin Trading Terms.
Offer Limit Order	means the offer you can create on the Bitpanda Platform to buy or sell an E-Token once the Target Price has been met.
Price Deviation	means that the Target Price and the Fulfilment Price deviate.
Section	is a reference to a section of these E-Token Terms.
Slippage	means the difference between (i) an expected, quoted, target, or indicative price (as applicable) for a Transaction, and (ii) the price at which that Transaction is executed (the Fulfilment Price). In respect of any Offer Limit Order, the Slippage is the difference between the Target Price and the Fulfilment Price.
Staking Rewards	has the meaning ascribed to that term in Section 5.2, and for the avoidance of doubt is separate and distinct from the concept of 'Rewards' described in (a) the Staking Terms, and (b) the Earn Terms.
Swap	means the exchange of an E-Token into another E-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.
Trade Only E-Tokens	has the meaning ascribed to that term in Section 2.1.
Transfer	means a Deposit or a Withdrawal.
User Agreement	means the document entitled the User Agreement for the Provision of Services by Bitpanda, including all Annexes and other documents referred to therein, available here .

Defined Term	Meaning
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.