

PRODUCT TERMS

FOR THE SERVICES OF BITPANDA FINANCIAL SERVICES GMBH

VERSION 6.0.0, DATED 3 FEBRUARY 2025

1. Introduction to these Product Terms

- 1.1. **General.** The following "Financial Services Terms" set out the additional terms and conditions applicable with regard to investment services for financial instruments in accordance with the Austrian Securities Supervision Act 2018 ("WAG 2018").

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.

- 1.2. **Contracting Party.** Whenever you enter into a Transaction in relation to the products offered under these terms, you order "Bitpanda Financial Services" (a licensed investment firm, pursuant to section 3 WAG 2018) to receive and transmit this order in relation to financial instruments to a third party. This means that Bitpanda Financial Services forwards your order for execution to a third party. Bitpanda Financial Services is not the counterparty for your Transactions, unless otherwise agreed in these terms.

Bitpanda Financial Services offers services in collaboration with third parties, which are responsible for issuing financial instruments, among other things.

- 1.3. **Conflicts of terms.** In case of a conflict between the User Agreement, other Product Terms and these Financial Services Terms, these Financial Services Terms shall prevail concerning the provision of services outlined herein.
- 1.4. **Definitions.** The "Definitions" shall have the meanings ascribed to them in Annex II (*Definitions*) to these Financial Services Terms.
- 1.5. The supervisory authority responsible for Bitpanda Financial Services is the Financial Market Authority (FMA), Otto-Wagner-Platz 5, 1090 Vienna, Austria.
- 1.6. Bitpanda Financial Services offers its service in respect of financial instruments only in accordance with its "Execution Policy", which can be found [here](#).

- 1.7. You become an "FS Customer" by using, or being provided with, the Financial Services (as defined in clause 2.1 below) on/via the Bitpanda Platform for the first time. For the avoidance of doubt, at that time the onboarding to Bitpanda Financial Services (e.g. appropriateness test) will be performed.

2. Financial services offered by Bitpanda Financial Services

- 2.1. Bitpanda Financial Services provides the following investment services and ancillary services:

- 2.1.1. reception and transmission of orders for financial instruments pursuant to Sec 1 no 3 lit a) of the WAG 2018 in collaboration with third parties, "Issuers", in particular with Bitpanda GmbH ("RTO Services");

- 2.1.2. trading of financial instruments on own account pursuant to Sec 1 no 3 lit. c WAG 2018, as further described in Clause 4 below ("Trading Services");

- 2.1.3. safekeeping and administration of financial instruments pursuant to Sec 1 no 4 lit. a WAG 2018, as further described in Clause 5 below ("Custody Services" and together with the RTO-Services and the Trading Services, "Financial Services").

- 2.2. Bitpanda Financial Services provides financial services related to A-Tokens, L-Tokens, and S-Tokens, as defined in the relevant Product Terms, as well as other financial instruments.

Neither "A-Tokens" nor "L-Tokens" are securitized (*verbrieft*), nor fungible (*vertretbar*) and are thus not deposited (*verwahrt*) by any depository (*Verwahrer*) in accordance with the Austrian Depositary Act (*Depotgesetz*). For "S-Token", please refer to Clause 5 below.

- 2.3. Bitpanda Financial Services does not issue financial instruments or "crypto-assets". Bitpanda Financial Services does not engage in any investment services nor any activities other than explicitly outlined in these Financial Services Terms.

- 2.4. Neither Bitpanda Financial Services nor the Issuer provides any form of investment advice and it is the sole responsibility of each FS Customer to seek independent financial advice, before transacting in A Tokens, L-Tokens, S-Tokens or financial instruments.

- 2.5. Other than as explicitly set out in Clause 5 below, Bitpanda Financial Services does not hold any Fiat Money, financial instruments or other assets for or on behalf of any FS Customer and at no point becomes the debtor of a FS Customer.

- 2.6. Bitpanda Financial Services does not provide information, investment advice or advice on tax or legal issues that are restricted to tax advisors or lawyers. It is the sole responsibility of each FS Customer to seek independent tax or legal advice.
- 2.7. All other services available on the Bitpanda Platform are provided by another entity and, hence, their terms and conditions apply.
- 2.8. **Fees.** Any applicable fees will be displayed to you on the Bitpanda Platform prior to making an Offer.

3. Reception and transmission of orders

- 3.1. **Receiving and transmitting orders.** When receiving and transmitting orders, Bitpanda Financial Services forwards the FS Customer's order for the execution of a certain Transaction to the Issuers.

This means that Bitpanda Financial Services does not provide the FS Customer with a recommended course of action, as would be the case with investment advice pursuant to section 1 no 3 lit e) of WAG 2018. The FS Customer exclusively decides which financial instruments they will acquire themselves.

- 3.2. **Separate legal transaction.** Each order received and transmitted by Bitpanda Financial Services shall constitute a separate, independent legal transaction (*Rechtsgeschäft*) which is completed and fulfilled as soon as the order has been transmitted to the Issuer in accordance with these Financial Services Terms and the Execution Policy.

The acceptance or rejection of the order by the Issuer is subject to and in accordance with the applicable terms and conditions of the Issuer.

- 3.3. With respect to the RTO-Services Bitpanda Financial Services shall endeavour to immediately receive and transmit the FS Customer's orders to the Issuers for execution, provided that this is possible. This means that Bitpanda Financial Services will, as far as possible, do so without delay, at the latest on the subsequent Business Day in Austria following the receipt of the order for transmission to the Issuers, unless Bitpanda Financial Services notifies the FS Customer that the execution will not take place or that the order will not be accepted.
- 3.4. The obligation to receive and transmit the order to the Issuers, as far as possible, without delay shall not apply if Bitpanda Financial Services is impeded from receiving and transmitting the order due to force majeure or if the FS Customer's account is not sufficiently funded for any reason whatsoever or if there are other material or legal reasons against any such action. If it is not possible to carry out the reception and transmission of the order(s), Bitpanda Financial Services shall inform the FS

Customer without undue delay. As a rule, this shall be done directly via the Bitpanda Platform.

- 3.5. In all other circumstances, Bitpanda Financial Services will process the FS Customer's orders in accordance with the Execution Policy.

4. Trading in S-Token

- 4.1. Bitpanda Financial Services offers FS Customers the possibility to purchase or sell S-Tokens issued by third parties not associated with Bitpanda on/via the Bitpanda Platform.
- 4.2. Whenever an FS Customer enters into a Transaction in relation to S-Tokens on the Bitpanda Platform, the Transaction is concluded between the FS Customer and Bitpanda Financial Services. This means that Bitpanda Financial Services will be the sole contractual counterparty of any Transaction entered into by an FS Customer in relation to S-Tokens via the Bitpanda Platform, Bitpanda Financial Services in each case acting as principal on its own account.

5. Safekeeping and administration of S-Tokens

- 5.1. Bitpanda Financial Services keeps any S-Tokens credited to an FS Customer's "S-Token Wallet" as a result of a Transaction entered into by that FS Customer via the Bitpanda Platform in relation to S-Tokens (or as a result of an airdrop made by Bitpanda Financial Services in relation to S-Tokens) in custody for the account and benefit of the relevant FS Customer.
- 5.2. Bitpanda Financial Services makes all technically and economically reasonable (and legally feasible) efforts to protect the S-Tokens held by it in custody for FS Customers and to minimise the risk of any loss of, or negative impact on, those S-Tokens due to fraud, malpractice, misuse, poor administration, cyber threats or negligence.
- 5.3. Bitpanda Financial Services holds S-Tokens in custody for FS Customers in a way that safeguards the legal position (in particular, the ownership rights) of the FS Customers in respect of those S-Token in the event of opening of insolvency proceedings (Insolvenzverfahren) against Bitpanda Financial Services. This includes (without limitation) that the S-Tokens held in custody for FS Customers are held separately from the S-Tokens held by Bitpanda Financial Services for its own account and that Bitpanda Financial Services keeps internal records and accounts enabling it to distinguish S-Tokens held for one FS Customer from the S-Tokens held for any other FS Customer at any time and without delay.

5.4. Bitpanda Financial Services does not use the S-Tokens held in custody by it for FS Customers for its own account or the account of any third-party. Likewise, no S-Tokens held by Bitpanda Financial Services in custody for FS Customers will be subject to any securities financing transactions or any collateral arrangements entered into by Bitpanda Financial Services (i.e., the S-Tokens held by Bitpanda Financial Services in custody for FS Customers will not be subject to any security interests or any rights of set-off granted by Bitpanda Financial Services in favour of third parties).

5.5. For further details on the custody set-up and the custody arrangements between Bitpanda Financial Services and any FS Customer, please refer to Clause 3 of the S-Token Terms.

6. Client classification

6.1. Bitpanda Financial Services classifies FS Customers into three categories of investors: retail clients, professional clients and eligible counterparties. This classification of FS Customers is intended to provide various safeguards for FS Customers. Bitpanda Financial Services initially treats all FS Customers as retail clients, and Bitpanda Financial Services will do so until a different classification is explicitly requested by the FS Customer and Bitpanda Financial Services has determined on a case by case basis that the relevant FS Customer can be classified differently. Any classification of FS Customers other than retail is subject to internal review and approval by the Bitpanda Financial Services management.

7. Appropriateness test

7.1. Bitpanda Financial Services may be legally required to obtain a FS Customer's information in order to assess the appropriateness of the FS Customer's investment decisions pursuant to Sec57 WAG 2018.

7.2. An appropriateness test may not be required for simple transactions (such as the reception and transmission of orders initiated by FS Customers) with regard to non-complex financial instruments and Bitpanda Financial Services will inform the FS Customer, if that is the case.

7.3. When Bitpanda Financial Services carries out an appropriateness test, the FS Customer's knowledge and experience in relation to complex financial instruments will be assessed. If an FS Customer does not provide the information requested by Bitpanda Financial Services, the assessment cannot be performed, triggering a warning, which is dealt with in accordance with Clause 7.4.. Bitpanda Financial Services is legally entitled to rely on the accuracy of the information provided by an FS Customer, unless it is obviously incorrect.

- 7.4. If Bitpanda Financial Services concludes that complex financial instruments are not appropriate for an FS Customer, Bitpanda Financial Services will warn the FS Customer accordingly. Bitpanda Financial Services reserves the right to exclude any FS Customer from any service that it considers, in its sole discretion, to be inappropriate for that FS Customer.

8. Risks and Liability

- 8.1. **Risks.** The Financial Services refer to financial instruments, which are exposed to particular risks. The price of these financial instruments is subject to fluctuations on the financial market, over which neither Bitpanda Financial Services nor the Issuers have any influence. Past performance is not a reliable indicator of future results. Trading financial instruments and especially L-Token can result in the total loss of the invested capital.

Please refer to Annex III of the User Agreement and the risk disclosure (clause 5) of the "Investor Information Documents" available [here](#) for A-Token, [here](#) for S-Token and [here](#) for L-Token, for further information on risks. FS Customers must consider all of the risks and take their individual situations into account.

- 8.2. **Liability.** Bitpanda Financial Services shall not be liable, if the FS Customer provides incorrect information that is relevant for the appropriateness test, provided that the omission or incorrectness of said information was neither known nor unknown due to gross negligence. Furthermore, neither Bitpanda GmbH nor Bitpanda Financial Services shall be liable for any FS Customer's investment decisions, for which each FS Customer is solely responsible.

- 8.3. The liability of Bitpanda Financial Services and Bitpanda GmbH is governed by Clause 10 of the User Agreement.

9. General principles

Bitpanda Financial Services will perform the services offered under these Financial Services Terms honestly, fairly and professionally in the best interest of each FS Customer and will use its expertise to provide a solution that best meets each FS Customer's needs.

10. Information by the Issuer / liability

- 10.1. Issuers are required to provide the FS Customer with all information and materials in accordance with applicable laws when offering financial instruments, for example a prospectus, if applicable (pursuant to the Austrian Capital Markets Act 2019 ("KMG"))

2019") or otherwise) or a Key Information Document ("KID") pursuant to the PRIIPs Regulation (Regulation (EU) No 1286/2014).

- 10.2. **No liability of Bitpanda Financial Services for the accuracy and completeness of the prospectus.** The public offer of certain financial products may require a prospectus. Pursuant to the KMG 2019, Bitpanda Financial Services is not obliged to commission its own expert opinion or to conduct any other review to verify the accuracy and completeness of the prospectus provided by the Issuer of the financial products which qualify as investments pursuant to section 1 para 1 no 3 of KMG 2019. If the obligation to publish a prospectus for a certain financial product applies, Bitpanda Financial Services instead makes use of the prospectus which has been reviewed for completeness and accuracy by an auditor or a credit institution pursuant to KMG 2019 or the Austrian Investment Funds Act and is therefore not liable for the accuracy and completeness of the prospectus provided by the Issuer.
- 10.3. **Prospectus liability under KMG 2019.** The liability for prospectuses under KMG 2019 remains unaffected by Clause 10.2 of these Financial Services Terms, if the obligation to publish a prospectus applies. Thus, pursuant to Sec 22 para 1 no 4 of KMG 2019, (i) the party who has accepted the contractual agreement of an investor in their own name or on behalf of a third party as well as (ii) the intermediary of the agreement shall be liable, provided that the person who a claim is made against trades or acts as an intermediary for securities or investments on a professional basis and that they or their associates were aware that the information provided is incorrect or inaccurate as defined by Sec 22 para 1 no 1 of KMG 2019 or of any checks or were unaware of this as a result of gross negligence.
- 10.4. The same shall also apply to any respective comparable client information documents, in particular the KID.
11. **Means of communication and information transfer**
- 11.1. Orders shall only be placed via the Bitpanda Platform.
- 11.2. Other communication between Bitpanda Financial Services and the FS Customer shall take place via our designated communication platform on the Bitpanda Platform [contact form](#) or via email (support@bitpanda.com).
- 11.3. All information and documents, including all relevant contracts and notifications of material changes to documents and contracts and changes to Bitpanda Financial Services' policies, will be provided per e-mail or where permitted to do so and so provided for under these Financial Services TC or any Product Terms, via the Bitpanda Platform. Upon request of a customer that is a consumer, Bitpanda Financial Services shall provide all information and documents according to the WAG 2018 in paper form free of charge.

- 11.4. Telephone communications or electronic communications between Bitpanda Financial Services and FS Customers that result or may result in a Transactions will be recorded by Bitpanda Financial Services. Those records will be kept by Bitpanda Financial Services for a period of five years or, where so requested by a competent authority, for a period of up to seven years. Any such records kept by Bitpanda Financial Services in relation to an FS Customer will be provided to the relevant FS Customer upon their request.

12. Information obligations of Bitpanda Financial Services

- 12.1. Bitpanda Financial Services will promptly confirm, and provide the FS Customer with the essential information (as required by applicable law) in respect of any Transaction carried out via the Bitpanda Platform in relation to Financial Instruments and will send a transaction confirmation to the FS Customer via e-mail as soon as possible, and in any case no later than on the first "Business Day", after the Transaction has been carried out.
- 12.2. Bitpanda Financial Services will, annually on an ex-post basis, provide the FS Customer with a statement on the aggregated costs and charges associated with any Transactions carried out via the Bitpanda Platform and with the Financial Services provided to the FS Customer by Bitpanda Financial Services via e-mail.
- 12.3. The latest ranges for market standard fees (Bandbreite für marktübliche Entgelte) published by the FMA pursuant to Sec 73 para 9 WAG 2018, which are intended to serve as a guideline for customers who would like to make use of investment services and/or ancillary services, can be found here: <https://www.fma.gv.at/en/financial-service-providers/investment-service-providers/market-standard-fees/>.

13. FS Customer's obligation to act and cooperate with Bitpanda Financial Services

- 13.1. In order to perform the reception and transmission of orders to the Issuer in a thorough and diligent manner, Bitpanda Financial Services requires information to verify the appropriateness of the service pursuant to Sec 57 of WAG 2018. The FS Customer is obliged to provide Bitpanda Financial Services with this information in a timely manner, in full and without special request and to inform Bitpanda Financial Services of all circumstances that may be relevant for the provision of the services.
- 13.2. The FS Customer shall also be obliged to provide the information specified in Annex I of the Financial Services Terms to support@bitpanda.com in a timely manner, in full and without special request.

14. No right of withdrawal

FS Customers have no right of withdrawal from Transactions involving A-Tokens, S-Tokens or L-Tokens as their price depends on fluctuations in the financial market over which no Bitpanda Company has any control, and which may occur within the withdrawal period.

15. Contractual language

The Financial Services Terms are made and published in various languages. In case of any discrepancies or in case of dispute, the German language version of the Financial Services Terms shall prevail.

16. Complaints

16.1. When providing investment services, attention is paid to acting professionally in the interests of the FS Customers. Should complaints arise during the provision of these services, Bitpanda Financial Services will be at the FS Customer's disposal for assistance in such cases. In the event that disputes arise between Bitpanda Financial Services and the FS Customer, the FS Customer can contact Bitpanda Financial Services. Bitpanda Financial Services will endeavour to resolve any complaints amicably. If no agreement can be reached, consumers can also turn to the extra-judicial complaint bodies.

16.2. The following organisation has jurisdiction for extra-judicial complaints relating to investment services:

16.3. Schlichtung für Verbrauchergeschäfte (Mediation for consumer transactions), Mariahilfer Straße 103/1/18, 1060 Vienna, which can be reached via:

Tel: +43 (0)1 890 63 11, office@verbraucherschlichtung.at and also via the website <https://www.verbraucherschlichtung.at/>.

16.4. In addition, the Ombudsstelle des Fachverbands Finanzdienstleister in der Wirtschaftskammer Österreich (Ombudsman's office of the Professional Association of Financial Services Providers in the Austrian Federal Economic Chamber) can be contacted via fdl.ombudsstelle@wko.at.

17. Compensation scheme

17.1. Investment firms providing investment services and ancillary services pursuant to Sec 3 para 2 no 2 to 10 WAG 2018 (including the Financial Services) are required by law to be members of a compensation scheme. This is the case with Bitpanda Financial Services.

- 17.2. The Austrian company for the compensation scheme is the Anlegerentschädigung von Wertpapierfirmen GmbH ("AeW") (Compensation scheme for securities companies), FN 187473 x, Lambrechtgasse 1/10, 1040 Vienna. Bitpanda Financial Services is a member of this investor compensation institution.
- 17.3. AeW will, subject to clauses 17.4. and 17.5. below, compensate FS Customers for claims arising from the Financial Services provided by Bitpanda Financial Services where such claims arose as a result of Bitpanda Financial Services' inability to return (in accordance with the legal and contractual conditions applicable) to FS Customers any financial instruments belonging to them and administered by Bitpanda Financial Services for their account in connection with the financial services ("Protected Claims") due to the opening of bankruptcy proceedings against it.
- 17.4. FS Customers must register their Protected Claims (if any) with AeW within one year from the opening of bankruptcy proceedings against Bitpanda Financial Services. If not registered within that period, the relevant Protected Claims will preclude. If an FS Customer was, however, not able to register their Protected Claims with AeW in time, AeW would not be permitted to deny compensation for that reason.
- 17.5. The Protected Claims of an FS Customer will, to the extent registered by the FS Customer with the AeW in accordance with Clause 17.4. above, be paid and discharged by AeW upon the FS Customer's request up to a limit of EUR 20,000 (or an equivalent amount in foreign currency) within three months from the point in time when the amount and the justification of the relevant Protected Claims have been determined by AeW in accordance with Sec 50 para 2 of the Deposit Protection and Investor Compensation Act (Einlagensicherungs- und Anlegerentschädigungsgesetz – ESAEG) (such deadline may, however, be subject to extension in accordance with Sec 74 para 9 WAG 2018). Protected Claims of FS Customers not being natural persons are capped at 90% of the Protected Claims.
- AeW will be entitled to set off compensation claims of an FS Customer against claims owed by that FS Customer to Bitpanda Financial Services (whether due or not and whether actual or contingent).
- 17.6. Any compensation payment to be made by AeW pursuant to Clause 17.5. above shall be made in Euro. In the event that relevant accounts/instruments are denominated in a currency other than Euro, the mean exchange rate for the day on which the compensation event occurred shall be used for purposes of calculating the amount to be paid by AeW to the FS Customer.
- 17.7. If an FS Customer has not received the compensation payment (if any) from the AeW within the timeline set out at Clause 17.5. above, the FS Customer should contact AeW directly via e-mail (office@aew.at) or via phone (+43 (0)1 513 39 42).

- 17.8. Upon request by an FS Customer, Bitpanda Financial Services will provide more detailed written information on the compensation scheme described above, free of charge. Further information on the compensation scheme can also be found on the AeW's website (www.aew.at).
- 17.9. Pursuant to applicable law (see Sec 47 para 2 ESAEG), certain claims are excluded from compensation as described above. Those include (but are not limited to) the following:
- a. claims from persons related to Bitpanda Financial Services, such as managing directors, supervisory board members, auditors and persons who hold at least 5% of Bitpanda Financial Service's capital, even if these persons work in their function for other companies of the Bitpanda group;
 - b. claims from relatives of persons related to Bitpanda Financial Services and third parties, if the close relative or third party is acting on behalf of Bitpanda Financial Services;
 - c. claims from third parties acting for the account of persons related to Bitpanda Financial Services;
 - d. claims from other companies of the Bitpanda group;
 - e. claims in connection with transactions on the basis of which persons have been convicted of money laundering in criminal proceedings;
 - f. claims for which the FS Customer has received interest or other financial benefits on an individual basis, which have contributed to a deterioration in the financial position of Bitpanda Financial Services; and
 - g. claims from companies that fulfil the requirements for large corporations within the meaning of Sec 221 para 3 of the Commercial Code (Unternehmensgesetzbuch – UGB).
- 17.10. Activities of any other Bitpanda group entities, including Bitpanda GmbH, are not attributable to Bitpanda Financial Services. Therefore, if an FS Customer may not recover funds/instruments from Bitpanda GmbH and/or another entity of the Bitpanda group, the FS Customer will not have a claim towards AeW for compensation as any such claim against Bitpanda GmbH / any other entity of the Bitpanda group will not be covered by the investor compensation scheme established by the AeW (as described above).
- This is, in particular, true for A-Token since, in case of A-Token, the FS Customer does not acquire any securities, but only a claim against Bitpanda GmbH as Issuer of the A-Token, based on which it is intended to participate in the price development of certain securities.
- 17.11. FS Customers must be aware that some of the financial instruments offered by Bitpanda Financial Services via the Bitpanda Platform are financial instruments issued by Bitpanda group entities (other than Bitpanda Financial Services which does not issue any financial instruments; see also Clause 2.5. above) ("Proprietary Financial Instruments"), including, in particular, Bitpanda GmbH. The distribution/sale of Proprietary Financial Instruments creates an economic advantage for the relevant

Bitpanda group entity beyond the fees charged by Bitpanda Financial Services for the relevant Financial Services provided to the FS Customers. Thus, the scope of financial instruments offered by Bitpanda Financial Services via the Bitpanda Platform also includes "proprietary products" within the meaning of Sec 73 para 7 WAG 2018.

For the sake of completeness, it is to be noted that, other than with respect to the Proprietary Financial Instruments, the distribution/sale of financial instruments via the Bitpanda Platform does not create an economic advantage for Bitpanda Financial Services beyond the fees charged by Bitpanda Financial Services for the financial services provided to the FS Customers.

Annex I

Obligation to cooperate within the scope of reporting requirements

1. As a regulated investment firm, Bitpanda Financial Services has a duty to report transactions involving Financial Instruments where the underlying is an instrument traded on a trading platform. The information that must be reported includes a unique national number for natural persons, whereas, in a large number of European countries, the CONCAT ID is approved as an identifier for the fulfilment of regulatory reporting obligations for financial markets. The CONCAT ID is determined using an individual's citizenship, first name, last name and date of birth.

2. The following countries require the CONCAT ID as a "1st priority identifier":
 - Austria
 - Germany
 - France
 - Hungary
 - Ireland
 - Luxembourg

3. The following countries require a different identification number than the CONCAT ID to be used as the "1st priority identifier". FS Customers who are citizens of the following countries are asked to send the respective identification number to support@bitpanda.com after registering for the Bitpanda Platform.
 - Belgium: Belgian National Number (Numéro de registre national – Rijksregisternummer)
 - Bulgaria: Bulgarian Personal Number
 - Cyprus: National Passport Number
 - Czech Republic: National Identification Number (Rodné číslo) or Passport Number
 - Denmark: Personal Identity Code (10 alphanumeric digits: DDMMYYXXXX)
 - Finland: Personal Identity code
 - United Kingdom: UK National Insurance number

- Greece: 10 DSS Digit Investor Share
- Croatia: Personal Identification Number (OIB - Osobni identifikacijski broj)
- Liechtenstein: National Passport Number or National Identity Card Number
- Lithuania: Personal code (Asmens kodas) or National Passport Number (Asmens kodas)
- Latvia: Personal code (Personas Kods)
- The Netherlands: National Passport Number or National Identity Card Number
- Norway: 11 Digit Personal ID (Foedselsnummer)
- Portugal: Tax Number (Número de Identificacao Fiscal) or National Passport Number
- Romania: National Identification Number (Cod Numeric Personal) or National Passport Number
- Sweden: Personal Identity Number
- Slovenia: Personal Identification Number (EMŠO: Enotna Maticna Stevilka)
- Slovakia: Personal Number (Rodné číslo) or National Passport Number

4. FS Customers who are citizens of countries that do not accept the CONCAT ID for regulatory reporting purposes are required to provide the following identification numbers/codes after the appropriateness test has been performed. The use of the services offered by Bitpanda Financial Services is not possible without the provision of the respective identification number.

- Estonia: Estonian Personal Identification Code (Isikukood)
- Iceland: Personal Identity Code (Kennitala)
- Italy: Fiscal Code (Codice Fiscale)
- Malta: National Identification Number or National Passport Number
- Poland: National Identification Number (PESEL) or Tax Number (Numer identyfikacji podatkowej)
- Spain: Fiscal Code (Código de identificación fiscal)

Annex II

Definitions

Definition	Meaning
AeW	means Anlegererschädigung von Wertpapierfirmen GmbH
A-Token	means financial instruments in accordance with section 1 no 7 lit d) of WAG 2018 which are issued by Bitpanda GmbH and are available on the Bitpanda Platform.
A-Token Terms	means the terms and conditions of Bitpanda GmbH that set out the contractual provisions for any A-Tokens.
Bitpanda Financial Services	means Bitpanda Financial Services GmbH, with its registered office in A-1020 Vienna, Stella-Klein-Löw Weg 17, registered with the commercial register of the commercial court Vienna under FN 551181 k.
Bitpanda GmbH	means Bitpanda GmbH, with its corporate seat in A-1020 Vienna, Stella-Klein-Löw Weg 17, registered with the commercial register of the commercial court Vienna under FN 569240 v.
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.
Business Day	means all days of the year except statutory holidays in Austria, Saturdays, Sundays and the 24 December and 31 December.
CFD	means a financial contract for differences according to Sec 1 no 7 lit i) WAG 2018 which refers to a contract between a buyer and a seller stating that the buyer will pay the seller the difference between the opening trade price and the closing trade price of an asset.
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.
Custody Services	means safekeeping and administration of Financial Instruments pursuant to Sec 1 no 4 lit. a WAG 2018 by Bitpanda Financial Services.

Definitions	means the capitalised words used throughout these Product Terms that have a certain meaning, which is set out in this Annex II.
Execution Policy	means the policy that describes the principles of executing FS Customer orders for financial instruments, available under https://cdn.bitpanda.com/terms-and-conditions/execution-policy-bitpanda-en-latest.pdf .
Financial Services	means RTO Services, Trading Services and Custody Services together.
Financial Services Terms	means this document.
FS Customer	means a customer who has used, or was being provided with, the Financial Services by Bitpanda Financial Services on the Bitpanda Platform.
Investor Information Documents	means the Investor information on investment business pursuant to the WAG 2018, available under https://cdn.bitpanda.com/terms-and-conditions/investor-information-a-token-bitpanda-en-latest.pdf , https://cdn.bitpanda.com/terms-and-conditions/investor-information-s-token-bitpanda-en-latest.pdf and https://cdn.bitpanda.com/terms-and-conditions/investor-information-leverage-bitpanda-en-latest.pdf .
Issuer	means a third party that issues financial instruments in accordance with section 1 no 7 lit d) WAG 2018.
KID	means the Key Information Document pursuant to the PRIIPs Regulation (Regulation (EU) No 1286/2014) which contains key investor information.
KMG 2019	means the Austrian Capital Markets Act 2019 (<i>Kapitalmarktgesetz</i> 2019).
L-Token	means financial instruments in accordance with section 1 no 7 lit i) WAG which are issued by Bitpanda GmbH and are available on the Bitpanda Platform in accordance with the " <u>L-Token Terms</u> ".
L-Token Terms	means together the L-Token-Short Terms, available here and the L-Token-Long Terms, available here .
Proprietary Financial Instruments	means Financial Instruments that are issued by any Bitpanda Company.

Protected Claim	means the claims that AeW will compensate that are arising from the Financial Services provided by Bitpanda Financial Services where such claims arose as a result of Bitpanda Financial Services' inability to return (in accordance with the legal and contractual conditions applicable) to FS Customer any Financial Instruments belonging to them and administered by Bitpanda Financial Services for their account in connection with the Financial Services.
RTO Services	means reception and transmission of orders for financial instruments pursuant to Sec 1 no 3 lit a) of the WAG 2018.
S-Token	means tokens issued by third parties (not associated with Bitpanda Financial Services) through distributed-ledger-technology which qualify as financial instruments within the meaning of the WAG 2018 based on their securities-like characteristics and structure in accordance with the S-Token Terms.
S-Token Wallet	means a dedicated sub-account of your Bitpanda Account where all S-Tokens acquired by you on the Bitpanda Platform in accordance with these S-Token Terms are displayed.
S-Token Terms	means the terms and conditions governing S-Tokens, available under https://cdn.bitpanda.com/terms-and-conditions/s-token-bitpanda-en-latest.pdf .
S-Token Wallet	means a dedicated sub-account of your Account where all S-Tokens acquired by you on the Bitpanda Platform in accordance with these S-Token Terms are displayed.
Trading Services	means trading of financial instruments on own account pursuant to Sec 1 no 3 lit. c WAG 2018.
Transaction	means a contractual relationship that is the result of any Bitpanda Company accepting an Offer from the customer in accordance with the acceptance procedures set out in the User Agreement or the Product Terms.
User Agreement	means the document User Agreement and all Annexes and documents referred therein.
WAG 2018	means the Austrian Securities Supervision Act 2018 (Wertpapieraufsichtsgesetz 2018).