

PRODUCT TERMS  
FOR THE PROVISION OF THE BITPANDA INDEX

Bitpanda Broker UK Ltd

VERSION 1.0.0, DATED 1 AUGUST 2025

1. Introduction to these Product Terms

- 1.1. General. The following "Index Terms" set forth the additional terms and conditions applicable when you purchase or sell any amount of an Index (as defined below) on the Bitpanda Platform.

In addition to the provisions set forth in this document, the general provisions of the User Agreement and the E-Token Terms apply to your use of the Bitpanda Platform and any Transaction conducted on the Bitpanda Platform.

- 1.2. Conflict of terms. In case of a conflict between the User Agreement, other Product Terms, and these Index Terms, these Index Terms shall prevail for providing services with regard to an Index.

- 1.3. Defined Terms. Defined terms are capitalised expressions used throughout these Index Terms that have a certain meaning, as set out in the Annex (*Definitions*) to these Index Terms and, where not defined therein, as set out in Annex I (*Definitions*) to the User Agreement.

2. Overview

- 2.1. An "Index" means a basket of Crypto-Assets having one of a number of strategies which provide exposure to a certain Crypto-Asset sector or bracket of the Crypto-Asset market. The weighting of the allocation of the Crypto-Assets and the calculation and recalculation of the allocation of the Crypto-Assets in the Index is determined by external partners (third parties) who are independent of and outside the influence of Bitpanda. Bitpanda only carries out the rebalancing detailed below.

From time to time, certain Crypto-Assets may be excluded or removed from an Index and/or the allocation of a particular Crypto-Asset within an Index may be recalculated, whenever such removal or exclusion is deemed necessary to comply with legal restrictions (such as regulatory requirements) or to mitigate risks, that are to be reasonably expected to materialise in connection with such Crypto-Asset (for example, upon suspicion of fraud or market manipulation).

The Issuer has consented to the provision to you of the Prospectus in connection with Bitpanda's provision to you of the ability to purchase and sell amounts of each Index and solely and strictly for the purpose of helping you to understand the characteristics and risks of investing in an Index, and the Prospectus must not be relied upon for any other purpose. The Prospectus was prepared under the Austrian Capital Market Act 2019 and is not a prospectus approved by the UK Financial Conduct Authority or prepared in accordance with UK law and has not been reviewed or approved by the UK Financial Conduct Authority.

The Prospectus does not constitute, and must not be treated as, an offer of the Bitpanda Index in the United Kingdom by the Issuer. The Prospectus expressly does not form part of these Index Terms, and no term of the Prospectus is incorporated into the contract between you and Bitpanda. Your legal relationship in respect of the Index is exclusively with Bitpanda UK under these Index Terms. No contract is created between you and the Issuer. Where the Prospectus is inconsistent with these Index Terms, these Index Terms prevail.

2.2. Index Wallet. Your holdings of amounts of an Index are recorded and displayed in separate "Index Wallets" in your Account.

### 3. Offer, Rebalancing

3.1. Index Offer. You can purchase or sell an amount of an Index by making a single Offer for an amount of an Index on the Bitpanda Platform. Each such Offer is deemed to be a request to:

- a. enter into multiple Transactions, with each Transaction being a purchase of a specific E-Token referenced by the selected Index in the amount which best reflects the relative allocation (as set from time to time during the Rebalancing) between the E-Tokens referenced by the selected Index; and
- b. authorise Bitpanda to perform regular Transactions, being purchases or sales of specific E-Tokens referenced by, or ceasing to be referenced by, the selected Index, to rebalance your holdings of E-Tokens purchased as part of a purchase of an amount of an Index such that, when taken together, your relative holdings of such E-Tokens best reflects the relative allocation (as set from time to time) between the E-Tokens referenced by the selected Index.

The specific process for Offers for the purchase or sale of E-Tokens, is set out in the User Agreement and the E-Token Terms.

3.2. Rebalancing. Each Index is adjusted from time to time based on changes in the Crypto-Asset market and data calculated and provided

by a third party. As part of this process, the constituent E-Tokens and their relative weightings in each Index are reviewed and, if necessary, rebalanced. This rebalancing happens in a predefined period (for example, at the end of each month). Rebalancing will be done no later than two Business Days after the end of a period. Rebalancing creates corresponding Offers for the purchase and/or sale of E-Tokens, as described in Section 3.1 of these Index Terms, which are shown in your Index Wallet.

- 3.3. Rebalancing minimum size. Offers required in relation to any rebalancing are only carried out if the purchase or sale of E-Token reaches a minimum size of GBP 10 (ten pounds sterling).
- 3.4. Settlement. Any Transaction may only be settled in Funds or E-Tokens.
- 3.5. Fees. Each Transaction made during the purchase of the Index and during Rebalancing incurs fees as specified in the Cost Transparency Document.

#### 4. Limitations

- 4.1. No availability of certain Assets. Certain Crypto-Assets referenced by an Index may not be offered on the Bitpanda Platform, not even as "Index Only E-Token".

If a Crypto-Asset is not currently available on the Bitpanda Platform, we will aim to add it within a reasonable time, unless there are technical, legal or economic reasons not to.

- 4.2. If the integration of the respective Crypto-Asset has been successfully completed, the E-Token for this Crypto-Asset will be added to the corresponding Index Wallet as part of the next rebalancing at the price displayed on the Bitpanda Platform at the time of this rebalancing.

The extent to which new E-Tokens that were not previously available can be integrated on the Bitpanda Platform (meaning whether these E-Tokens can be traded/purchased on the Bitpanda Platform as "Integrated E-Tokens", "Trade Only E-Tokens" or Index Only E-Tokens) is decided on the basis of technical, legal and economic restrictions.

- 4.3. No sale of individual E-Token underlying an Index. The individual E-Tokens purchased through the Index and recorded in any Index Wallet cannot be sold individually unless the Index is terminated pursuant to Section 5.1 of these Index Terms. The only way to sell the component parts of an Index is by selling part or all of your holdings of the Index itself.

- 4.4. No Transfer of E-Tokens underlying an Index. The individual E-Token purchased via an Index and recorded in the Index Wallet cannot be withdrawn, unless the Index is terminated pursuant to Section 5.1 of these Index Terms.

5. Term and Termination

- 5.1. Term. Any Index may be terminated or discontinued at any time. In the event of a termination of any Index, you will receive a notice of termination for the respective Index by email with a notice period of at least 30 days; your contractual relationship with Bitpanda and any other Products remain unaffected.

- 5.2. Termination and Claim. In case of a termination of an Index pursuant to Section 5.1 of these Index Terms, the E-Tokens can be transferred to the usual Bitpanda Wallet ("Claim"). In the event of a Claim, you will receive all underlying E-Tokens associated with your Index holdings to your E-Token Wallet.

Index Only E-Tokens are not eligible for Claim and will instead be sold and credited to your Fiat Wallet in Funds.

## Annex Definitions

Defined Term	Meaning
Claim	means your right to, in the event of a termination pursuant to Section 5.1 of these Index Terms, transfer your E-Tokens (excluding Index-Only E-Tokens) to the E-Token Wallet.
Index	means each product referred to as a 'Bitpanda Crypto Index' on the Bitpanda Platform, each being a method of purchasing, by way of a single action via the Bitpanda Platform, a basket of E-Tokens having one of a number of strategies which provide exposure to a certain Crypto-Asset sector or bracket of the Crypto-Asset market, as detailed in the Prospectus.
Index Only E-Token	means E-Tokens that are only included in an Index and may only be purchased or sold as part of a purchase or sale of an amount of an Index, and not individually. Deposits of Index Only E-Tokens from, and withdrawals of Index Only E-Tokens to, external wallets are not supported.
Integrated E-Token	means E-Tokens that can be purchased, sold, exchanged, and deposited from and withdrawn to external wallets on the Bitpanda Platform.
Index Terms	means this document.
Index Wallet	means your Wallet used exclusively for the storage of E-Tokens held through an Index.
Issuer	means Bitpanda GmbH, a company incorporated in Austria, having its registered office at Stella-Klein-Löw-Weg 17, 1020 Vienna, Austria, and registered in the commercial register of Vienna, Austria under company number FN 569240 v.
Prospectus	means the document entitled 'Capital Market Prospectus according to Schedule A of the Austrian Capital Market Act 2019 of Bitpanda GmbH on the public offer of investments in the form of the Index product', prepared and issued by the Issuer, and available <a href="#">here</a> .
Rebalancing	means the rebalancing of an Index, which is carried out at regular intervals based on changes in the market for Crypto-Assets and on data calculated and provided by a third party.
Trade Only E-Token	means 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.

Defined Term	Meaning
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 <a href="#">here</a> .