

Version 1.0.0

(last updated: 14 January 2026)

INFORMATION ABOUT OUR INVESTMENT SERVICES BITPANDA FINANCIAL SERVICES GMBH AND BITPANDA FINANCIAL SERVICES GMBH (BERLIN BRANCH)

Table of Contents:

1. General information obligations	3
1.1. Information about Bitpanda Financial Services GmbH and its German branch	3
1.2. License	4
1.3. Chamber/professional association	4
1.4. Legislation and applicable Law	4
2. Additional information pursuant to the Austrian Media Act	5
2.1. Imprint	5
2.2. External Links	5
3. Language and Communication	5
3.1. Information about recording	5
4. Data Protection	5
5. Information about the Investor Compensation Scheme	6
6. Deposit guarantee	7
7. Protection of customer assets and information on creditor participation	7
8. Pledge and Rights of Retention	8
9. Client Categories	9
9.1. Information on client categories	9
9.1.1. Retail client	9
9.1.2. Professional client	9
9.1.3. Eligible counterparty	10
9.2. Modification of customer classification	10
9.3. Information on reporting obligations	10
10. Descriptions of the services	11
10.1. Execution of orders and non advisory business in stocks, ETF and ETC	11

10.2. Securities custody and administration	12
10.3. Services relating to A-Token	12
10.4. Services relating to S-Token	12
10.5. Services relating to L-Token (qualifies as financial contract for difference/CFD)	12
10.6. Risk disclosures	12
11. Execution Policy	12
12. Information on complaints management	13
13. Granting and acceptance of benefits - Inducements	15
13.1. Minor non-monetary benefits	15
13.2. Acceptance of benefits	15
14. Basics of dealing with conflicts of interest	16
14.1. Examples of conflicts of interest	16
14.2. Information on the management of conflicts of interests	17
14.3. Disclosure of conflicts of interest	18
15. Prohibited behaviour - market abuse	18
15.1. Insider Dealing	19
15.2. Market manipulation	20
16. Important information for our customers	21
16.1. Costs and additional expenses	21
16.2. Standard market fees	21
16.3. Additional taxes and expenses	21
16.4. Consumer's right of withdrawal	22
16.5. Confidentiality	22
ANNEX 1	
Information pursuant to the Austrian Distance Financial Services Act (Fern-Finanzdienstleistungs-Gesetz - FernFinG)	23

Translation Disclaimer

This document is a translation into English of the original document. This translation is provided solely for the convenience of English-speaking readers and is in no way binding. The German version is the only prevailing and binding version. Neither Bitpanda Financial Services GmbH nor any other party can be made liable for error or ambiguity deriving from the English translation.

Information for customers

Pursuant to the Austrian Securities Supervision Act (WAG 2018) and for customers that open their custody account with Bitpanda Financial Services GmbH (Berlin Branch), pursuant to the German Securities Trading Act (WpHG - *Gesetz über den Wertpapierhandel*), we are required to provide you with the following information about us and our services. The valid version of this document can be found under the following link: [Transparency documents](#)

1. General information obligations

This Investor Information Document pursuant to the Securities Supervision Act 2018 ("WAG 2018") applies exclusively to all transactions, contracts and business relationships relating to Bitpanda Financial Services GmbH (hereinafter referred to as "Financial Services" or "BPFS") and its clients, in particular to transactions and business relationships with regard to the provision of financial services via the online platform <https://www.bitpanda.com> or mobile applications of Bitpanda GmbH (hereinafter referred to as "Bitpanda") and associated technical interfaces/APIs of such platform and application ("Bitpanda Systems").

Customers that open their securities custody account with Bitpanda Financial Services GmbH (Berlin Branch) (hereinafter referred to as "BPFS Berlin Branch"), will be partially serviced by BPFS Berlin Branch.

The Bitpanda Systems are not only used by Financial Services, but also by other companies of the Bitpanda Group. For this reason, the pages of Financial Services are specially marked, for example by the note "Powered by Bitpanda Financial Services GmbH" or similar.

1.1. Information about Bitpanda Financial Services GmbH and its German branch

Bitpanda Financial Services GmbH

Stella-Klein-Löw Weg 17, 1020 Vienna (Austria)

E-mail: support@bitpanda.com

Internet: www.bitpanda.com

Commercial Register Court: Commercial Court Vienna

Commercial Register number: FN 551181k

UID number: ATU76536535

Bitpanda Financial Services GmbH is subject to the supervision of the Financial Market Authority ("FMA"), 1090 Vienna, Otto-Wagner Platz 5.

BPFS has established a branch office in Germany that provides services to customers resident in Germany at the point of time of opening a securities custody account.

Bitpanda Financial Services GmbH (Berlin Branch)

Dirksenstrasse 4, 10179 Berlin (Germany)

E-mail: support@bitpanda.com

Internet: www.bitpanda.com

Commercial Register Court: District Court Charlottenburg, register number: HRB 271190 B

While BPFS is subject to the supervision of the FMA, the BPFS Berlin Branch is additionally subject to BaFin supervision with respect to certain conduct-of-business and organisational requirements applicable in Germany: Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin), Graurheindorfer Str. 108, 53117 Bonn, Germany.

1.2. License

Pursuant to the licence granted by the FMA, BPFS is an investment firm as defined in [section 3 of the WAG 2018](#). The license covers (i) the reception and transmission of orders (Section 3 (2) Z 3 WAG 2018), (ii) trading on own account (Section 3 (2) Z 7 WAG 2018), and the (iii) execution of orders on behalf of clients in relation to financial instruments in accordance with Section 1 (7) WAG 2018. Furthermore, (iv) BPFS is licensed to offer the custody business (Section 3 (2) Z 10 WAG 2018).

BPFS has passported its services into all member states of the European Union and is active cross-border in these EU member states.

In Germany, in accordance with Article 35 of Directive 2014/65/EU on markets in financial instruments (MiFID II), the BPFS Berlin Branch has been established under a MiFID II-passported license to provide the following services: (i) the reception and transmission of orders (Section 3(2) No. 3 WAG 2018) and (ii) custody business (Section 3(2) No. 10 WAG 2018).

1.3. Chamber/professional association

As an Austrian company, BPFS is subject to compulsory membership of the Austrian Federal Economic Chamber ([WKO](#)) - Wiedner Hauptstraße 63, A-1040 Vienna. Within the Chamber of Commerce, it is assigned to the Financial Services Section.

1.4. Legislation and applicable Law

Applicable legal provisions are, in particular, the Austrian Securities Supervision Act of 2018 (WAG 2018 - *Wertpapieraufsichtsgesetz 2018*), the Austrian Custody Act (DepotG - *Depotgesetz*) and the European Delegated Regulation (EU) 2017/565 in the applicable version. The contractual relationships are subject to Austrian law.

For BPFS Berlin Branch, additional applicable legal provisions are, in particular, the German Securities Trading Act (WpHG - *Gesetz über den Wertpapierhandel*), the German Safe Custody Act (DepotG - *Gesetz über die Verwahrung und Anschaffung von Wertpapieren*) and the European Delegated Regulation (EU) 2017/565 in the applicable version.

2. Additional information pursuant to the Austrian Media Act

2.1. Imprint

www.bitpanda.com > [Imprint](#)

2.2. External Links

On Bitpanda's platforms, users can find links that lead to external online offers from third-party providers. The content and design of these linked pages are completely beyond Bitpanda's sphere of influence. Bitpanda does not actively or continuously monitor the legality or correctness of such third-party content. For this reason, Bitpanda expressly distances itself from all content on linked sites, in particular from content that may be unlawful or inappropriate, and does not adopt such content as its own. Access to and use of these external websites is entirely at the user's own risk. Bitpanda assumes no responsibility or liability for the content of third parties or for any damage resulting from visiting these linked offers.

3. Language and Communication

The customer shall use German or English as the language of communication with BPFS and BPFS Berlin Branch and Bitpanda. All contact, both on the part of the customer and by BPFS and BPFS Berlin Branch as well as Bitpanda, shall be conducted electronically only. The customer has explicitly agreed to this electronic communication, as well as to the receiving of documents via electronic means prior to using the Bitpanda platform.

Upon request, private customers can also receive information, documents or notifications from BPFS or BPFS Berlin Branch in paper form free of charge (Section 48 (5) WAG 2018, Section 64a WpHG).

3.1. Information about recording

BPFS and BPFS Berlin Branch are legally obliged to record electronic communications in connection with the provision of investment services, which also relate to the reception, transmission, and execution of customer orders. The recording obligation also applies if the electronic communication does not lead to the conclusion of such transactions or investment services.

4. Data Protection

BPFS and BPFS Berlin Branch are subject to the statutory data protection regulations. All handling of personal data is handled by us in accordance with the Data Protection Act ([General Data Protection Regulation – GDPR](#)). The Bitpanda Group Privacy Notice is available [here](#).

5. Information about the Investor Compensation Scheme

Investment firms that provide investment services and ancillary services in accordance with Section 3 (2) Nos. 2 to 10 WAG 2018 are legally required to be members of a compensation scheme. BPFS is a member of the Austrian Compensation Scheme for Securities Firms, operated by Anlegerentschädigung von Wertpapieren GmbH ("AeW"), with its registered office in Vienna and registered address at Lambrechtgasse 1/10, 1040 Vienna, and registered in the commercial register of the Vienna Commercial Court under FN 187473x.

Subject to the following paragraphs, AeW will compensate BPFS and BPFS Berlin Branch customers for claims arising from the financial services provided by BPFS and BPFS Berlin Branch if such claims are based on BPFS being unable, due to the opening of insolvency proceedings, to return to its customers, in accordance with the applicable legal and contractual conditions, financial instruments belonging to them and managed by BPFS in connection with the financial services provided to them ("**Protected Claims**").

Customers must register their protected claims (if any) with AeW within one year of the opening of insolvency proceedings against BPFS. If these claims are not registered within this period, the corresponding protected claims will expire. However, if a customer was unable to register their protected claims with the AeW in time, the AeW may not refuse compensation on this basis.

The protected claims of a customer that have been registered by the AeW in accordance with the preceding paragraph will be paid out by the AeW at the request of the customer up to a maximum amount of EUR 20,000 (or an equivalent amount in foreign currency) within three months of the date on which the amount and eligibility of the Protected Claims in question were determined by AeW in accordance with Section 50 (2) of the Deposit Guarantee and Investor Compensation Act (ESAEG) (however, this period may be extended in accordance with Section 74 (9) WAG 2018). Protected claims of customers who are not natural persons are limited to 90% of the Protected Claims.

AeW is entitled to offset compensation claims of an FS customer against claims that this customer owes to BPFS or BPFS Berlin Branch (whether due or not, whether actual or conditional).

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:

- claims from persons related to BPFS, such as managing;directors, supervisory board members, auditors and persons who hold at least 5% of BPFSs capital, even if these persons work in their function for other Bitpanda Companies;

- claims from relatives of persons related to BPFS and third parties, if the close relative or third party is acting on behalf of BPFS;
- claims from third parties acting for the account of persons related to BPFS;
- claims from other Bitpanda Companies;
- claims in connection with transactions on the basis of which persons have been convicted of money laundering in criminal proceedings;
- claims for which the customer has received interest or other financial benefits on an individual basis, which have contributed to a deterioration in the financial position of BPFS; and
- claims from companies that fulfil the requirements for large corporations within the meaning of Sec 221 para 3 of the Austrian Commercial Code (Unternehmensgesetzbuch – UGB).

Upon request by a customer, BPFS and BPFS Berlin Branch 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).

6. Deposit guarantee

BPFS and BPFS Berlin Branch do not hold client fiat funds and are not a member of a deposit guarantee scheme.

7. Protection of customer assets and information on creditor participation

Securities that BPFS is required to hold in custody for its customers are forwarded to institutions specializing in securities custody (so-called "third-party custodians"), including to ensure the highest possible protection of these securities. BPFS is liable to the affected customer for any damage caused by unlawful culpable acts or omissions of the third-party custodians. However, if custody is provided for a customer acting in the course of business, BPFS' liability is limited to the diligent selection of the third-party custodian. If, despite diligent selection, a third-party custodian becomes insolvent, BPFS may demand the delivery of the securities it entrusted to that third-party custodian for safekeeping.

Securities that BPFS is required to hold in custody for its customers are held together with identical securities of other customers (so-called "collective custody"). Since each customer (including in the event of the insolvency of BPFS or the third-party custodian) has the ability to request delivery of their share of the securities held in collective custody, collective custody does not entail any particular risks for the customer.

It may be necessary to have securities held in custody by third-party custodians abroad, including outside the European Economic Area. As a result, they are subject to the laws of the country in which they are held. These laws may differ

significantly from the laws applicable in Austria and do not necessarily provide the same level of protection.

The main custodian of BPFS is generally CACEIS Bank S.A., Germany Branch with the address Lilienthalallee 36, 80939 Munich, Germany, which in turn uses further external third-party custodians abroad. In the case of third-party custody abroad, BPFS is subject to the applicable legal provisions and customs of the respective country or place of custody, as well as the general terms and conditions of the contractual partner. These provisions may differ from Austrian law and the sub-custodians' general terms and conditions can thus affect customer rights in relation to the funds and securities held in custody. BPFS informs third-party custodians in writing that the securities deposited for customers are the property of the customers and do not belong to BPFS.

The consequences of any insolvency of the third-party custodian are governed by the applicable domestic and foreign legal provisions and the legal position obtained.

In the event of insolvency of the assets of a domestic third-party custodian, the co-owners have a right of separation to the proportionate number of securities of the same class held in custody.

If a loss has occurred in the collective portfolio or if securities are not available, the owner or depositor has an insolvency claim in the insolvency proceedings of the third-party custodian. All details on investor compensation schemes can be found in section 6. above.

BPFS has appointed its own representative ("Safeguarding Officer") to comply with the provisions for the protection of customer financial instruments and customer funds.

8. Pledge and Rights of Retention

In accordance with the terms for the Services of Bitpanda Financial Services GmbH and Bitpanda Financial Services GmbH (Berlin Branch), assets delivered to BPFS and BPFS Berlin Branch for safekeeping are subject to a lien and right of retention in favor of BPFS and BPFS Berlin Branch to secure all claims to which BPFS and BPFS Berlin Branch is entitled against the customer arising from the business relationship. Third-party custodians may - where the conclusion of such arrangements by BPFS is required by the applicable law of the third country in which the financial instruments are held - assert security interests or liens over the securities they hold with respect to claims arising to them in connection with the custody of the securities.

9. Client Categories

9.1. Information on client categories

Under the Securities Supervision Act 2018 (WAG 2018) and the German Securities Trading Act (WpHG), BPFS and BPFS Berlin Branch are required to classify all clients into one of three categories defined by law: 'Retail Client', 'Professional Client' or 'Eligible Counterparty'.

This classification is designed to ensure treatment that is appropriate to the customer's knowledge and experience with financial instruments and the nature, frequency and volume of transactions.

Each customer category is associated with a different level of protection as well as a differentiated catalogue of obligations for financial services. Retail clients enjoy the highest level of protection.

By default, all BPFS clients are classified as retail clients and are hereby informed of the corresponding classification as a Retail client .

A change in the client category can only take place after the customer has submitted an application and requested a change of client category and after BPFS has verified the legally mandatory criteria. Depending on the client category assigned, the WAG 2018 provides a certain level of protection. Accordingly, a change of client category will also result in a change to the level of protection.

9.1.1. Retail client

A retail client is defined as any client who is neither a professional client nor an eligible counterparty. This classification grants the highest possible level of investor protection provided for by the WAG 2018, as a retail client benefits from all the conduct of business rules of the law. This includes, among other things, extensive information and conduct obligations.

The classification as a retail client is independent of the amount of the assets invested or whether they are private or business assets. The category can therefore include not only consumers, but also freelancers or companies.

9.1.2. Professional client

For the purposes of the WAG 2018, a professional client is a client who has sufficient experience, knowledge and expertise to be able to make his or her own investment decisions and to adequately assess the associated risks.

Classification as a professional client results in a reduction in the level of protection that usually applies to retail clients.

This category of clients may include, for example, financial institutions, insurance companies, investment companies, pension funds, states, countries, regional

governments, central banks and supranational companies as well as large companies that fulfill at least two of the following requirements:

- a balance sheet total of EUR 20 million,
- a net turnover of EUR 40 million, or
- own funds of 2 million euros.

9.1.3. Eligible counterparty

Certain professional clients, in particular institutional investors, such as credit institutions and investment firms, are to be considered eligible counterparties. Eligible counterparties are entitled to the lowest level of protection of the WAG 2018. Classification as an "Eligible Counterparty" is only possible when it comes to the execution of orders, trading on one's own account or the reception and transmission of orders.

The conduct of business rules under MiFID II/WAG 2018 generally do not apply when we provide these specific investment services, and any directly related ancillary services, to eligible counterparties; however, we must still act honestly, fairly, and professionally, ensure communications are fair, clear, and not misleading, comply with applicable organizational requirements (including conflicts of interest), and honor any request by the counterparty to receive a higher level of protection.

9.2. Modification of customer classification

BPFS and PBFS Berlin Branch classify all customers as retail clients within the meaning of the provisions of the WAG 2018 if not explicitly agreed otherwise. Any change will only be made upon request and is subject to BPFS' management approval.

9.3. Information on reporting obligations

The customer will receive confirmation of the order no later than the first business day after the order has been executed. The report will be sent by email to the email address provided by the customer during registration. The customer will also receive an annual statement of all costs associated with the transactions and investment services performed.

10. Descriptions of the services

10.1. Execution of orders and non advisory business in stocks, ETF and ETC

BPFS and BPFS Berlin Branch generally do not offer investment advice. In the non-advised business, BPFS and BPFS Berlin Branch do not provide personal investment advice or any individual recommendation; you make your own investment decisions independently.

What does this mean for assessments and warnings?

In transactions without advice, BPFS and BPFS Berlin Branch do not offer investment advice and thus do not provide personal recommendations that would require a suitability assessment .

Orders in non-complex financial instruments are executed on an "execution-only" basis without an appropriateness assessment, provided the initiative for the transaction comes from you and no advice is given. Non-complex instruments include, in particular, shares (stocks) admitted to trading on a regulated market, many bonds without embedded derivatives, money market instruments, and non-complex ETF.

For orders in complex financial instruments such as complex ETF and ETC, BPFS and BPFS Berlin Branch have to carry out an appropriateness assessment that takes into account your knowledge and experience with the relevant financial instrument. If BPFS and BPFS Berlin Branch are obliged to review appropriateness, thus to assess if a product is appropriate for you, you will be asked to answer questions to facilitate the required appropriateness assessment. If the information you have provided is insufficient or if we conclude that a product is not appropriate, you will expressly be warned before the transaction is executed.

Because no suitability assessment is performed in non-advised business, we do not inquire about or consider individual sustainability preferences (ESG) as part of a personal recommendation. To the extent that product information contains sustainability characteristics or impacts, we provide this for general information purposes only.

Vis-a-vis professional clients and eligible counterparties, BPFS and BPFS Berlin Branch are entitled to assume that the client or the person acting on behalf of the client have the necessary knowledge and experience.

Limited target market reviews are carried out on a non advisory business only.

10.2. Securities custody and administration

Securities are held in custody on the basis of a custody account agreement to be concluded with BPFS and BPFS Berlin Branch. BPFS and BPFS Berlin Branch hold securities in custody for its clients, for which it regularly uses professional third-party custodians. In this context, BPFS and BPFS Berlin Branch also provides related ancillary securities services.

10.3. Services relating to A-Token

For services relating to A-Token, see the document: [Austrian Securities Supervision Act 2018 \(WAG 2018\) Investor Information Document on A-Token](#)

10.4. Services relating to S-Token

For services relating to S-Token, see the document: [Austrian Securities Supervision Act 2018 \(WAG 2018\) Investor Information Document on S-Token](#)

10.5. Services relating to L-Token (qualifies as financial contract for difference/CFD)

For services relating to L-Token, see the document: [Austrian Securities Supervision Act 2018 \(WAG 2018\) Investor Information Document on L-Token \(qualifies as financial contract for difference/CFD\)](#)

10.6. Risk disclosures

Pursuant to the Austrian Securities Supervision Act 2018 (WAG 2018) and the German Securities Trading Act (Wertpapierhandelsgesetz – WpHG), we are required to provide you with risk information about financial instruments. A general description can be found in the document [Risk Information for Financial Instruments](#) which is available on our website. Any additional special risk disclosures will be provided to customers upon request.

11. Execution Policy

BPFS and BPFS Berlin Branch established principles in its execution policy on how client orders are executed in order to regularly achieve the best results for its clients. BPFS and BPFS Berlin Branch will inform clients with whom it has an ongoing business relationship of any significant changes to its execution policy. The current version of execution policy is available on the website at <https://cdn.bitpanda.com/terms-and-conditions/execution-policy-bitpanda-en-latest.pdf>.

Restrictions: Due to legal or market-related reasons, there may be restrictions on order execution for certain financial instruments as well as markets. As a result of these restrictions, certain financial instruments and individual exchanges may not be available or may not be accessible to clients. In the context of order execution, clients are informed of existing restrictions in an appropriate manner.

12. Information on complaints management

BPFS and BPFS Berlin Branch strive to provide customers with the best possible support for their concerns, wishes, and needs and to offer a unique user experience, aiming to provide a fast, convenient, and reliable service that complies with all rules and laws.

The following describes the complaints management process for Bitpanda Financial Services GmbH, including its German branch, Bitpanda Financial Services GmbH (Berlin Branch) in relation to investment services and ancillary services concerning financial instruments (e.g. complaints in relation to the services of Bitpanda Financial Services to stocks, ETFs, ETCs and Bitpanda Stocks). A "complaint" is any expression of dissatisfaction made by a client or potential client to Financial Services regarding the provision of investment services and/or ancillary services. For any other questions or potential problems, please see [this article](#) to learn more about what you can do. In this document, 'Financial Services' refers to Bitpanda Financial Services GmbH, including its German branch.

Financial Services strives to provide the best possible services to customers in terms of their concerns, their wishes and their needs, and to offer a unique user experience. In particular, with regard to the financial services offered through the Bitpanda systems, Bitpanda aims to provide a fast, convenient and reliable service that complies with any and all applicable rules and laws.

If, contrary to expectations, there is a cause for complaint, Financial Services asks customers to report any dissatisfaction so that Financial Services can continuously improve the provided services.

Complaints can be submitted at any time either via the [contact form](#) (Helpdesk) or email (support@bitpanda.com).

Financial Services requires the following information to be provided with each complaint:

- A brief description of the facts;
- First and last name;
- The email address used for registration;
- The interface used (desktop version or app).

In all cases, the complaint will be handled and resolved as soon as possible. As a rule, Financial Services will aim to process the complaint within a few working days and will try to send an appropriate reply to the customer. The submission and handling of complaints is free of charge for all customers.

Financial Services has established a complaints management process. All complaints are forwarded to the complaints management department without

delay. An attempt will be made to inform the complainant about the processing and the estimated time for resolution within two business days. Should there be any delays, the customer will be informed of the reasons for this. Customer complaints are subject to strict confidentiality. Records concerning the actions taken to resolve complaints shall be kept for at least five years.

Complaints are first subject to a formal examination. If the complaint cannot be attributed to the company, the complainant will be informed of this with a detailed explanation. If Financial Services or another company is obviously not responsible, the complaint will not be answered individually and instead, a general response will be given.

If accountability has been established, it will be examined whether the complaint is justified. If the complaint is unfounded because it is not a service shortcoming on the part of the company, the complainant will be informed of this in writing.

If the complaint is justified, it must be determined whether it is a shortcoming that can be remedied immediately or a shortcoming that requires further processing. A shortcoming that can be remedied immediately will be dealt with immediately and appropriate measures will be taken. The complainant will then be informed of the measures to be taken.

If the shortcoming cannot be remedied immediately, a solution will be worked out and the complainant will be informed accordingly. As soon as a suitable measure has been worked out, it is to be implemented by the technically and appropriately responsible team member. The customer will then be informed that the shortcoming has been remedied.

In general, Financial Services strives to respond to each complaint within a few days. In exceptional cases, a longer processing time may be necessary. The reply will always and exclusively be sent by email to the email address registered on the Bitpanda system.

Customers and potential customers also have the option of using one of the alternative complaints bodies listed below (alternative dispute resolution) or filing a civil lawsuit:

- Schlichtung für Verbrauchergeschäfte (Arbitration for consumer transactions), 1060 Vienna, Mariahilfer Straße 103/1/18: www.verbraucherschlichtung.at
- Ombud for the Trade Association for Financial Service Providers (Ombudsstelle des Fachverbands Finanzdienstleister) at fdl.ombudsstelle@wko.at

- Complaints regarding Bitpanda Financial Services GmbH to the Austrian Financial Market Authority, FMA, 1090 Vienna, Otto-Wagner Platz 5, Telephone: +43 1 24959-0; Website: www.fma.gv.at

Note: The FMA reviews compliance with supervisory rules and does not resolve individual disputes or award compensation.

For complaints regarding Bitpanda Financial Services GmbH, (Berlin Branch), clients may also contact BaFin in addition to our internal complaints process:

- Bundesanstalt für Finanzdienstleistungsaufsicht, BaFin, 60439 Frankfurt am Main, Marie-Curie Str. 24-28, Telephone: 0800 2 100 500; Website: https://www.bafin.de/DE/Verbraucher/BeschwerdenStreitschlichtung/BeiBaFinbeschwerden/BeiBaFinbeschwerden_node.html

Note: For supervisory complaints. BaFin does not resolve individual disputes or award compensation.

13. Granting and acceptance of benefits - Inducements

The granting and acceptance of financial and non-financial benefits by BPFS and BPFS Berlin Branch in connection with the provision of securities or ancillary services is permissible under certain circumstances. In general, BPFS and BPFS Berlin Branch ensure that such benefits do not interfere with the best possible fulfillment of its obligations to its clients.

BPFS and BPFS Berlin Branch must not grant or accept benefits (with the exception of non-monetary benefits) from third parties unless they are designed to improve the quality of the investment service provided to the customer and this is disclosed to the customer in advance.

13.1. Minor non-monetary benefits

Financial Services has the right to accept invitations and gifts of minor value from third parties as is customary and permissible between business partners – for example, in the form of invitations of minor value to cultural events, gifts of minor value on special occasions. Further, the provision of information and advertising materials free of charge or free or discounted participation in training courses or conferences (including reasonable hospitality services). If BPFS or BPFS Berlin Branch receives non-financial benefits that are not considered minor, these will be evaluated by BPFS or BPFS Berlin Branch according to market-based criteria and disclosed to the customer.

13.2. Acceptance of benefits

BPFS or BPFS Berlin Branch may accept and, where permitted, retain financial benefits from third parties in connection with investment or ancillary services only where doing so enhances the quality of the relevant service to the client and does not impair our duty to act honestly, fairly and professionally in the client's best interests, and subject to the disclosure requirements below. BPFS or BPFS Berlin

Branch will not accept any benefits from third parties if this conflicts with the best interests of its customers.

Before providing the relevant service, we will inform retail and professional clients of the existence, nature and amount of any monetary or non-minor non-monetary inducement related to the service; where the amount cannot be determined in advance, we will disclose the method of calculating it. Where we have disclosed a calculation method ex-ante, we will inform the client of the exact amount received or paid ex-post.

Inducement disclosures form part of our overall costs and charges information and will be provided in good time on a durable medium, in clear, accurate and understandable terms.

14. Basics of dealing with conflicts of interest

The following section describes how BPFS and BPFS Berlin Branch generally deal with conflicts of interest. BPFS and BPFS Berlin Branch strive to avoid any potential conflicts of interest between the customers and BPFS and BPFS Berlin Branch or any partner companies, as well as between other companies of the group of companies or their employees or between customers themselves.

A conflict of interest exists when the interests of BPFS and BPFS Berlin Branch and its obligation to protect the best interests of the customer conflict with one another.

Potential areas for conflict of interest

Conflicts of interest can take place

- between customers and BPFS and/or BPFS Berlin Branch;
- between customers and other companies of the group of companies;
- between customers themselves.

14.1. Examples of conflicts of interest

Possible conflicts of interest could be, for example, the following:

- The existence of a financial or other incentive to place the interests of one customer or group of customers above the interests of another customer.
- Receiving or granting financial or non-financial advantages from or to third parties in connection with the provision of investment services or ancillary services to a customer without providing adequate quality enhancement related to the provision of services to customers.

- Receipt of performance-related remuneration by BPFS and BPFS Berlin Branch or other Bitpanda employees.
- The acquisition of information that is not known to the public.
- The brokerage of financial instruments for which there exists a credit relationship or an exclusive sales cooperation agreement with the third party issuer.

14.2. Information on the management of conflicts of interests

The managing directors, team members and all business partners of BPFS and BPFS Berlin Branch act in a lawful, diligent and honest manner in the interest of the customer pursuant to the relevant legal provisions. The aim of these regulations is to identify conflicts of interest at an early stage and to avoid them, as much as possible.

BPFS and BPFS Berlin Branch have implemented measures, internal policies and procedures appropriate to its size and organisation and the nature, scope and complexity of its business to prevent or manage conflicts of interest.

These guidelines and measures are reviewed by the compliance department on an ad hoc basis, as well as at least annually, and are adjusted as necessary to ensure the best possible sustainable and effective avoidance of conflicts of interest.

The measures mentioned above include in particular:

- Internal guidelines as a basis for raising and managing circumstances that significantly harm or could harm the interests of one or more customers. The definition of procedures and standards of conduct that ensure the protection of client interests and prevent or manage conflicts.
- Implementing an independent compliance function to ensure that activities on behalf of customers or services provided to the customer are conducted in their best interest.
- The monitoring of the measures taken to avoid conflicts of interest by the Compliance Officer and the Risk Manager.
- Within the group of companies, different, independent confidentiality areas have been created to ensure that the disclosure of information does not exceed what is necessary for conducting regular business proceedings (need-to-know principle).
- BPFS and BPFS Berlin Branch have issued written standards of conduct for employees for their personal business/own business, which are specifically intended to prevent the misuse of confidential information about customers or about business conducted with or for customers by employees. In addition, written standards of conduct or rules regarding the acceptance of

gifts that may lead to an impairment of an employee's impartiality or other breach of duty, as well as a Code of Conduct, have been issued.

- BPFS and BPFS Berlin Branch do not conduct financial analysis itself.
- BPFS and BPFS Berlin Branch do not use a volume-based remuneration system for employees or other third parties and do not receive any volume-based remuneration itself.
- A reporting system is in place for employees' personal transactions to monitor any misuse of confidential information about customers or about customer transactions.
- The employees of BPFS and BPFS Berlin Branch and Bitpanda are continuously trained and made aware of these issues.
- BPFS and BPFS Berlin Branch have not employed any advisors or agents and do not provide any advisory services or make any investment decisions.

14.3. Disclosure of conflicts of interest

In individual cases, conflicts of interest may be unavoidable. In this case, BPFS and BPFS Berlin Branch will inform the customers in question of the conflict of interest and disclose it accordingly. It is then up to the customers to decide whether they wish to conclude the transaction despite the conflict. The disclosure of conflicts of interest is regarded as an ultima ratio and not as an alternative to conflict of interest management measures.

15. Prohibited behaviour - market abuse

Any market abuse and similar actions are prohibited. This especially applies to acquisition and termination procedures with the help of the Bitpanda systems. The term "market abuse" essentially refers to insider dealing and market manipulation. The definition originates from Regulation (EU) 596/2014 concerning market abuse (Market Abuse Regulation– MAR) and Directive 2014/57/EU concerning criminal sanctions for market manipulation (Market Abuse Directive– MAD). The objective of combatting market abuse is to ensure the integrity of the financial markets and to strengthen the confidence of investors in these markets.

Market abuse may be present if investors have been directly or indirectly harmed. In order to do this, other persons have:

- used confidential information (insider dealing),
- influenced the price of financial instruments in a fraudulent manner or disseminated false or misleading information (market manipulation).

Any such behaviour may undermine the principle that all investors must be placed on equal terms. Even if the Bitpanda systems do not qualify as a recognised trading platform pursuant to the legal acts mentioned above and the Austrian Stock Exchange Act 2018 ("BörseG 2018"), any form of market abuse by Bitpanda customers is prohibited. Suspicious cases may justify the (temporary or complete) exclusion of the customer from the Bitpanda systems and will, without exception, be reported to the appropriate authorities and have criminal consequences.

15.1. Insider Dealing

Insider dealing occurs when a person who possesses inside information uses that information to buy or sell financial instruments or to place a corresponding trading order. Insider trading occurs when persons who have knowledge of insider information use this knowledge to buy or sell financial instruments from the company concerned in order to obtain a special monetary advantage. Any person who obtains insider information about or from listed companies earlier than the other current and potential shareholders will be qualified as an insider. A distinction has to be made between two types of insiders:

- Primary insiders are persons who have insider information due to membership of a company's governing body, a shareholder position, completing duties for the issuer or criminal acts.
- Secondary insiders are all other persons who have insider information.

Information is considered insider information if the following criteria are met:

- It must be precise information that is not publicly known.
- It must be directly or indirectly linked to one or more issuers or one or more financial instruments.
- It must be likely to have a significant effect on the price of a financial instrument when it is made public.
- It must be sufficient for a reasonable investor to be likely to use it as part of the basis for their investment decision.

Insider dealing is defined as the deliberate use of insider information to conduct business for one's own advantage. All financial instruments traded on regulated markets, MTFs or OTFs are covered by this prohibition. Additionally, all financial instruments are included which are not listed themselves, but the value of which is influenced by financial instruments or which reciprocally influence the value of financial instruments (e.g. derivatives). All types of transactions are included. Therefore, in addition to the acquisition of financial instruments, the return or cancellation of orders due to the possession of insider information is also prohibited.

This also means that the purchase or selling of financial instruments on the Bitpanda systems is prohibited for insiders. This applies regardless of the circumstances under which the customer was made aware of the relevant information. Any violation of this prohibition may lead to criminal consequences.

As a special form of insider dealing, Financial Services explicitly points out that so-called "front running" is also prohibited. This refers to the exploitation of insider information in the case of securities transactions by securities advisors, stock exchange traders or analysts in such a way that the persons mentioned above purchases stocks for their own account before recommending them to their customers for purchase or executing larger customer orders that they are already aware of. This enables the front runner to acquire the securities at low prices and to sell their own position at a profit after executing the client orders.

15.2. Market manipulation

The Market Abuse Regulation expressly prohibits market manipulation and any attempts to carry it out. Therefore, market manipulation includes transactions or orders to buy or sell which

- give, or are likely to give, false or misleading signals as to the supply of, demand for, or price of financial instruments; or
- influence the price of one or more financial instruments in such a way that an abnormal or artificial price level is achieved.

An activity is not deemed to be market manipulation if there were legitimate reasons for doing so and if authorised market practice was not violated. Transactions or purchase or terminate orders under false pretences or under other acts of deception are also deemed to be market manipulation.

Furthermore, media dissemination of information, rumours or news that send false or misleading indications concerning a financial instrument in the market constitutes market manipulation.

Similarly, the transmission of false or misleading information or the provision of false or misleading initial data regarding a reference value is to be classified as market manipulation.

Practices that are to be considered market manipulation in any case are:

- Securing a dominant position with the consequence of setting the purchase and return prices directly or indirectly or other unfair trading conditions;
- Buying or selling financial instruments at the close of the market with the consequence that investors acting on the basis of the closing price are misled;

- Exploiting access to media by giving an opinion on a financial instrument and then benefiting from the impact on the price of that financial instrument.

Any form of market manipulation in or by using the Bitpanda systems as well as all indirect forms are strictly prohibited. Suspected incidents will be forwarded to the competent authority without exception. Any violation of this prohibition may lead to prosecution.

16. Important information for our customers

16.1. Costs and additional expenses

A detailed breakdown of the fees and costs incurred in connection with transactions for stocks, ETF and ETC and the associated services provided by BPFS and BPFS Berlin Branch can be found in the [Financial Services Cost Transparency Document](#) which is provided to you by BPFS and BPFS Berlin Branch.

16.2. Standard market fees

The FMA publishes ranges for standard market fees on its website. Further information can be found at <https://www.fma.gv.at/finanzdienstleister/wertpapierdienstleister/marktuebliche-entgelte/>.

16.3. Additional taxes and expenses

In addition to the fees, the customer may incur additional costs and taxes (e.g. foreign capital gains taxes). Customers should consult a tax advisor to assess the effects of an investment on their personal tax situation. In all cases, the respective tax must be paid by the customer.

Withholding taxes (Austria and Germany). Where withholding at source is required by law in connection with Stocks, ETF and ETC, the following applies: (i) for services provided by BPFS, BPFS will withhold and remit Austrian withholding taxes; and (ii) for services provided by the BPFS Berlin Branch, the branch will withhold and remit German withholding taxes. Any withholding will be deducted from amounts otherwise payable or creditable to the customer and remitted to the competent tax authority. Statutory withholding at source in Austria or Germany applies only to Stocks, ETF and ETC and not to A-Token, L-Token or S-Token).

BPFS and BPFS Berlin Branch do not provide tax advice.

16.4. Consumer's right of withdrawal

BPFS and BPFS Berlin Branch offer financial services using a means of distance communication and is therefore within the scope of the Information pursuant to the

Austrian Distance Financial Services Act
(Fern-Finanzdienstleistungs-Gesetz/"FernFinG").

Pursuant to section 8 FernFinG, consumers are entitled to withdraw from their contract with Financial Services or Bitpanda within 14 days of the conclusion of the contract or upon receipt of the contractual terms and conditions and sales information without stating any reasons.

The products marketed by Financial Services or Bitpanda are contracts for financial services, the price of which is subject to fluctuations on the financial market over which the company has no influence and which may occur within the withdrawal period, therefore the right of withdrawal pursuant to section 10 para 1 item c FernFinG is excluded.

Please refer to the Annex 1 of this document regarding the information pursuant to the FernFinG.

16.5. Confidentiality

BPFS and BPFS Berlin Branch to treat all information received from customers in connection with the customer account or transactions as confidential. Corresponding confidentiality areas have been established in order to maintain confidentiality.

ANNEX 1 - Information pursuant to the Austrian Distance Financial Services Act (Fern-Finanzdienstleistungs-Gesetz - FernFinG)

Information pursuant to section 5, 7 and 8 FernFinG and information on the right of withdrawal pursuant to the FernFinG and the KSchG.

1 Information pursuant to Sec 5 FernFinG: Information on the company pursuant to Sec 5 para 1 no 1 FernFinG

1.1 Name, address of the company, register and register number

Bitpanda Financial Services GmbH ("Bitpanda Financial Services")

Stella-Klein-Löw-Weg 17, 1020 Vienna, Austria, Commercial register: Vienna Commercial Court, Register number: FN 551181 k

Bitpanda Financial Services GmbH has established a branch office in Germany that provides services to customers resident in Germany upon opening a securities custody account: Bitpanda Financial Services GmbH (Berlin Branch), Dircksenstrasse 4, 10179 Berlin (Germany). Commercial Register Court: District Court Charlottenburg, register number: HRB 271190 B

1.2 Main business activities

Securities custody and administration, reception and transmission of orders in financial instruments and execution of orders as a licensed investment firm.

Bitpanda Financial Services GmbH has passported its services into all member states of the European Union and is active cross-border in these EU member states.

In Germany, Bitpanda Financial Services GmbH (Berlin Branch) has been established a branch under a MiFID II-passported license to provide the following services: (i) the reception and transmission of orders (Section 3(2) No. 3 WAG 2018) and (ii) custody business (Section 3(2) No. 10 WAG 2018).

1.3 Competent supervisory authority

Financial Market Authority ("FMA"), Otto-Wagner-Platz 5, 1090 Vienna

P: (+43) 1 249 59-0, F: (+43) 1 249 59 5499, Website: www.fma.gv.at

Bitpanda Financial Services GmbH (Berlin Branch) is additionally subject to BaFin supervision with respect to certain conduct-of-business and organisational requirements applicable in Germany.: Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin), Graurheindorfer Str. 108, 53117 Bonn, Germany.

2 Information on the financial services pursuant to section 5 para 1 no 2 FernFinG

2.1 Main characteristics of the financial services

Bitpanda Financial Services GmbH and Bitpanda Financial Services GmbH (Berlin Branch) offer the securities custody and administration. Further, Bitpanda Financial Services GmbH (Berlin Branch) provides the reception and transmission of orders in financial instruments such as stocks, ETF and ETC and Bitpanda Financial Services GmbH offers the execution of orders in financial instruments such as stocks, ETF and ETC as a licensed investment firm.

2.2 Total price/fees

A detailed breakdown of the fees and costs incurred in connection with transactions for stocks, ETF and ETC and the associated services provided by Bitpanda Financial Services GmbH and Bitpanda Financial Services GmbH (Berlin Branch) can be found in the Financial Services Cost Transparency Document <https://cdn.bitpanda.com/terms-and-conditions/cost-transparency-equity-en-latest.pdf>.

Bitpanda Financial Services GmbH and Bitpanda Financial Services GmbH (Berlin Branch) do not charge fees for the custody of financial instruments (stocks, ETF and ETC).

2.3 Risk related to financial instruments

The reception and transmission of orders in financial instruments such as stocks, ETF and ETC as well as the execution of orders in financial instruments such as stocks, ETF and ETC relates to financial instruments that are subject to price fluctuations on the financial market over which Bitpanda Financial Services GmbH and Bitpanda Financial Services GmbH (Berlin Branch) have no influence.

Past performance is not an indicator of future performance.

2.4 Taxes

Customers may incur additional costs and taxes (e.g. foreign capital gains taxes) and should consult a tax advisor to assess the effects of an investment on their personal tax situation. In all cases, the respective tax must be paid by the customer. Financial Services neither retains tax nor provides tax advice, if not obliged to do so under applicable law.

Withholding taxes (Austria and Germany). Where withholding at source is required by law in connection with Stocks, ETF and ETC, the following applies: (i) for services provided by Bitpanda Financial Services GmbH, it will withhold and remit Austrian withholding taxes; and (ii) for services provided by the Bitpanda Financial Services GmbH (Berlin Branch), the branch will withhold and remit German withholding taxes. Any withholding will be deducted from amounts otherwise payable or creditable to the

customer and remitted to the competent tax authority.

Statutory withholding at source in Austria or Germany applies only to Stocks, ETF and ETC and not to A-Token, L-Token or S-Token).

2.5 Any limitation of the period for which the information provided is valid

No limitation exists. The information is valid until Bitpanda Financial Services provides any updated information.

2.6 Payment and performance

Bitpanda Financial Services GmbH and Bitpanda Financial Services GmbH (Berlin Branch) do not charge fees for the custody of financial instruments (stocks, ETF and ETC).

Fees for trades in financial instruments (stocks, ETF and ETC) depend on the currency used for payment and amount to EUR 1, USD 1, GBP 1, CHF 1, HUF 400, PLN 4, RON 5, CZK 20, SEK 10 and DKK 10 per trade. Payment will be made in the course of the trade.

2.7 Right of withdrawal pursuant to section 8 FernFinG

Consumers are informed about the statutory provisions regarding the right of withdrawal pursuant to section 8 FernFinG.

A consumer is entitled to withdraw from their contractual declaration or the distance selling contract already concluded without giving reasons within 14 days in writing (letter, email) or verbally (in person, by telephone). To comply with the withdrawal period, it is sufficient to send the declaration of withdrawal in good time. The withdrawal period begins on the day the contract is concluded. If the consumer receives the relevant information and the terms and conditions of the contract only after the contract has been concluded, the withdrawal period shall not commence until the information and terms and conditions have been received. The withdrawal must be sent to the contact details specified in section 1. If the consumer does not exercise its right of withdrawal within 14 days of concluding the contract, they are bound to the concluded contract for an indefinite period and can use their security account.

2.8 Sec 10 FernFinG establishes statutory exemptions from the right of withdrawal

Pursuant to Sec 10 no 1 FernFinG the consumer shall have no right of withdrawal with regard to contracts on financial services for which the price in the financial market is subject to fluctuations that are beyond the entrepreneur's control and may occur within the time limit for withdrawal, in particular on services in connection with certain financial instruments.

Stocks, ETF and ETC are financial instruments, the price of which is subject to fluctuations on the financial market over which the company has no influence and which may occur within the withdrawal period, therefore there is no right of withdrawal (Sec 10 no 1 FernFinG) when buying or selling stocks, ETF or ETC.

2.9 Contract period

The securities custody account for the custody and administration of stock, ETC and ETF has an indefinite contract period.

2.10 Contractual termination rights

The customer may at any time terminate the entire contractual relationship with Bitpanda by giving two weeks' prior notice to Bitpanda. Bitpanda Financial Services GmbH and Bitpanda Financial Services GmbH (Berlin Branch) may terminate any of their services by giving two months' notice to you.

2.11 Law governing the pre-contractual relationship

All pre-contractual relations shall be governed by Laws of the Republic of Austria excluding the provisions of the United Nations Convention on the International Sale of Goods and excluding the conflict of law rules of Austrian private international law.

2.12 Law governing the contractual relationship and jurisdiction

Laws of the Republic of Austria excluding the provisions of the United Nations Convention on the International Sale of Goods and excluding the conflict of law rules of Austrian private international law apply.

For Bitpanda Consumer Clients, this only applies insofar as the law of their country of residence does not grant them a mandatory more favourable legal position.

2.13 Contract language and customer contact

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

All information as well as the contractual terms and conditions underlying the contract shall be communicated in German or English. The customer agrees that Bitpanda Financial Services will conduct customer communications in German or English during the term of the contract. Only the German versions of the documents are binding.

Any contact, both on the part of the customer and by Bitpanda Financial Services shall be made exclusively by electronic means. The customer has expressly consented to this electronic communication and to the receipt of documents by electronic means.

3 Information on legal remedies pursuant to section 5 para 1 no 4 FernFinG

Bitpanda Financial Services GmbH and its branch always endeavour to provide the best possible service to customers regarding their concerns and wishes in all matters of securities services. Should the customer nevertheless have reason for a complaint, it will promptly investigate this complaint.

Complaints can be submitted at any time either via the [contact form](#) (Helpdesk) or per mail (see below).

Financial Services requires the following information to be provided with each complaint:

- A brief description of the facts;
- First and last name;
- The email address used for registration;
- The interface used (desktop version or app).

Complaints can also be submitted by mail to

- Bitpanda Financial Services GmbH, Stella-Klein-Löw Weg 17, 1020 Vienna (Austria)
- Bitpanda Financial Services GmbH (Berlin Branch), Dircksenstrasse 4, 10179 Berlin (Germany)

Complaints bodies

Customers and potential customers also have the option of using one of the alternative complaints bodies listed below (alternative dispute resolution) or filing a civil lawsuit:

- Schlichtung für Verbrauchergeschäfte (Arbitration for consumer transactions), 1060 Vienna, Mariahilfer Straße 103/1/18: www.verbraucherschlichtung.at
- Ombud for the Trade Association for Financial Service Providers (Ombudsstelle des Fachverbands Finanzdienstleister) at fdl.ombudsstelle@wko.at
- Complaints regarding Bitpanda Financial Services GmbH to the Austrian Financial Market Authority, FMA, 1090 Vienna, Otto-Wagner Platz 5, Telephone: +43 1 24959-0; Website: www.fma.gv.at

Note: The FMA reviews compliance with supervisory rules and does not resolve individual disputes or award compensation.

For complaints regarding Bitpanda Financial Services GmbH, (Berlin Branch), customer may also contact BaFin in addition to our internal complaints process:

- Bundesanstalt für Finanzdienstleistungsaufsicht, BaFin, 60439 Frankfurt am Main, Marie-Curie Str. 24-28, Telephone: 0800 2 100 500; Website: https://www.bafin.de/DE/Verbraucher/BeschwerdenStreitschlichtung/BeiBaFinbeschwerden/BeiBaFinbeschwerden_node.html

Note: For supervisory complaints. BaFin does not resolve individual disputes or award compensation.

3.1 Information on the existence of a guarantee fund or other compensation arrangements

There are no guarantee funds or other compensation arrangements in place.

Investment firms that provide investment services and ancillary services in accordance with Section 3 (2) Nos. 2 to 10 WAG 2018 are legally required to be members of a compensation scheme. This applies to Bitpanda Financial Services. Bitpanda Financial Services is a member of the Austrian Compensation Scheme for Securities Firms, operated by Anlegerentschädigung von Wertpapieren GmbH ("AeW"), with its registered office in Vienna and registered address at Lambrechtgasse 1/10, 1040 Vienna, and registered in the commercial register of the Vienna Commercial Court under FN 187473x.