

## General Terms and Conditions Bitpanda Loyalty Program

(Version 3.0.0. applicable as of 23 August 2023)

### 1. Scope and General Provisions

1. The general terms and conditions herein govern the business relationship regarding the Bitpanda Loyalty Program between Bitpanda GmbH and participants of the Bitpanda Loyalty Program ("Loyalty TC").
2. Certain Bitpanda Clients may participate in a loyalty program maintained by Bitpanda GmbH ("Bitpanda Loyalty Program").
3. BEST 2.0 TC. The basis for the determination of rights and obligations in connection with BEST, are governed exclusively from the associated Bitpanda Ecosystem Token 2.0 TC ("BEST 2.0 TC") (<https://www.bitpanda.com/en/legal/bitpanda-ecosystem-token-best-2-0-terms-explanatory-notes>).
4. Bitpanda provides its solutions and products also inter alia for banks, fintechs and asset managers who use the Bitpanda Systems to enable the trading of Token available on Bitpanda Systems on their respective platforms and frontends ("Bitpanda Technology Solutions Partner"). For the avoidance of doubt, any and all benefits potentially and voluntarily granted by Bitpanda GmbH under the Bitpanda Loyalty Program are solely granted to Bitpanda Clients, excluding users of Bitpanda Technology Solutions Partners regardless of whether a Bitpanda Client Account is created for them via the Bitpanda Technology Solutions Partner platform.
5. The provisions of the general terms and conditions of Bitpanda group ("Group TC") as well as the Annexes and Definitions of the Group TC, available under <https://www.bitpanda.com/en/legal/bitpanda-group-general-terms-conditions> and the general terms and conditions of Bitpanda GmbH, available under <https://www.bitpanda.com/en/legal/bitpanda-general-terms-conditions> ("GmbH & BAM TCs") are hereby agreed upon.

### 2. LP Participant

1. Participation in the Bitpanda Loyalty Program. Bitpanda Clients may join the Bitpanda Loyalty Program for free. They can do so by (i) having accepted these Loyalty TCs and (ii) the BEST 2.0 TC.
2. The Bitpanda Loyalty Program is only offered for Bitpanda Clients that reside in countries that legally permit the participation in the Bitpanda Loyalty Program.
3. A Bitpanda Client participating in the Bitpanda Loyalty Program is called a "LP Participant".

### 3. Amendments to the Loyalty TC

1. Material Changes (as defined below) to the Loyalty TC, including this point, require the explicit or implied agreement with the LP Participant.
2. "Material Changes" are any changes or amendments (i) with respect to a primary obligation (*Hauptleistungspflicht*) or (ii) that significantly alter the contractual relationship in a way that they tantamount to the conclusion of a new agreement. For instance (without being limited thereto), any changes or amendments to payment obligations of the LP Participant would qualify as such Material Change.
3. Other changes or Editorial Changes (as defined below) to the Loyalty TC which do not qualify as Material Changes, may be made for objectively justified reasons at any time and become effective:
  1. if no specific effective date is indicated: at the earlier of (i) the LP Participant explicitly accepting the amended Loyalty TC (for example on Bitpanda Systems) or (ii) two months having passed after the publication such changes or amendments, subject to the LP Participant not objecting under point 3.4; respectively.
  2. if a specific effective date (after the publish date) is indicated: at the later of (i) the specified effective date and the (ii) earlier of (a) the LP Participant explicitly accepting the amended Loyalty TC (for example on Bitpanda Systems) or (b) two months having passed after the publication such changes or amendments, subject to the LP Participant not objecting under point 3.4.
4. The LP Participant's consent shall be deemed granted if the LP Participant doesn't object in textform or electronically (e.g. by e-mail or via the Bitpanda Client Account). In the amendment offer, the LP Participant is informed that (i) its silence by failing to object in writing or electronically (e.g. by e-mail or via the Bitpanda Client Account), within the deadline as set out in point 3.3.1 or 3.3.2, shall be deemed as consent

to the amendments, as well as that (ii) a Bitpanda Consumer Client shall have the right to terminate its contract and the services agreed under the contract without notice until the amendments take effect.

5. Without the LP Participant's explicit consent, other changes may only be made for good reason and only provided there has been a risk weighting, properly balancing the interest of Bitpanda or the community of the LP Participant's against the interest of the LP Participant, i.e.:
  1. due to the offering of new services, which are either free of charge or may not or only optionally be utilised by the LP Participant;
  2. there are no disadvantages to the LP Participant;
  3. due to regulatory or tax law requirements;
  4. due to the change of service providers or contractors;
  5. due to the need to have consistent Loyalty TC due to Bitpanda's international expansion;
  6. the amendment or implementation of secondary obligations; or
  7. any reasons comparable to the ones described above.
6. "Editorial Changes" are changes to clarify unclear provisions, adjustments to formats or fonts.
7. For Bitpanda Business Clients, Material Changes may be affected according to points 3.3 and 3.4.

#### **4. Bitpanda Loyalty Program Benefits**

1. Until further notice and subject to point 5, LP Participants may benefit from the loyalty benefits, rewards or other perks set out in Enclosure 1 hereto ("LP Benefits"). Enclosure 1 shall be an integral part of these Loyalty TC.
2. The extent to which a LP Participant may receive LP Benefits under the Bitpanda Loyalty Program depends on certain factors, for instance the number of BEST held by such LP Participant or the trading and investment activity on Bitpanda Systems, as further set out in Enclosure 1.
3. BEST Rewards and any and all actual or contingent other LP Benefits under the Bitpanda Loyalty Program are voluntarily offered by Bitpanda GmbH; LP Benefits are to be considered a gift from Bitpanda GmbH to the LP Participant. LP Participants shall therefore not have any claims against Bitpanda GmbH and/or any of its Affiliates in relation to any LP

Benefits. However, gifts already received (e.g. BEST Rewards) cannot be reclaimed from the Bitpanda Client.

4. No LP Participant shall have a claim against Bitpanda GmbH for cash redemption or replacement by Bitpanda GmbH of any equivalent value of the LP Benefits provided to the LP Participant via this Bitpanda Loyalty Program.
5. Should the LP Participant, for technical or any other reason, mistakenly receive benefits or perks from this Bitpanda Loyalty Program, the LP Participant is obliged to inform Bitpanda about this immediately. Bitpanda is entitled to reclaim these falsely obtained benefits or advantages - if they are refundable - and the LP Participant is obliged to return them.

## 5. Termination

1. LP Participants may terminate participation in the Bitpanda Loyalty Program at any time with immediate effect by notifying Bitpanda GmbH in text form or on Bitpanda Systems.
2. The Bitpanda Loyalty Program may be terminated by Bitpanda GmbH in writing by email to the Bitpanda Client and with a notice period of at least 8 weeks.
3. All other products and services on Bitpanda Systems remain unaffected.
4. This point has no effect on the provisions for the termination for cause, according to point 12 of the Group TC.

## 6. Taxes

Any LP Benefits under this Bitpanda Loyalty Program may be subject to income tax or other taxes or fees for LP Participants. Each LP Participant is solely responsible for payment of all such taxes and for disclosure to third parties. Bitpanda will never be liable for any tax liabilities, levies or other charges in connection with LP Benefits to LP Participants.

## **Enclosure 1 – Bitpanda Loyalty Program Benefits**

Until further notice and subject to point 5 (*Termination*) of the Loyalty TC, LP Participants may benefit from the LP Benefits set out in this Enclosure 1. Any LP Benefits and the eligibility criteria to receive LP Benefits may be delayed, changed or amended by Bitpanda GmbH anytime.

## 1 BEST VIP Levels / Bitpanda Club Status

1.1 A LP Participant may benefit from LP Benefits under the Bitpanda Loyalty Program depending on such LP Participant reaching a certain "BEST VIP Level" or "Bitpanda Club Status" as outlined in point 1.2.

1.2 Reaching a BEST VIP Level depends on the number of BEST held in your Bitpanda Broker Wallet by a LP Participant from time to time. Reaching a Bitpanda Club Status depends on the trading volume of the last 6 months of the LP Participant. The following levels are distinguished:

<b>BEST VIP Level / Club</b>	<b>Required holdings of BEST or minimum trading volume</b>
Level 1	min. 10 BEST
Level 2	min. 1,000 BEST
Level 3	min. 5,000 BEST
Level 4	min. 10,000 BEST
Level 5	min. 50,000 BEST
Club Silver	Actively traded in the last 6 months with at least 5 completed trades and a trade amount between EUR 50,000 and EUR 100,000 in one of the last 6 months

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Club Gold

Actively traded in the last 6 months with at least 5 completed trades and a trade amount > EUR 100,000 in one of the last 6 months

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## 2 LP Benefits

### 2.1 BEST VIP Level 1

LP Participants holding at least 10 BEST will reach BEST VIP Level 1. LP Participants with BEST VIP Level 1 are eligible for the following LP Benefits:

2.1.1 actively claim Weekly Base Rewards as outlined in point 5.5;

2.1.2 actively claim additional Trading Rewards as outlined in point 5.7;

2.1.3 receive Instant Trade Bonus as outlined in point 5.8; and

2.1.4 receive exclusive access to perks and benefits from Company Partners as outlined in point 3.

### 2.2 BEST VIP Level 2

LP Participants holding at least 1,000 BEST will reach BEST VIP Level 2. LP Participants with BEST VIP Level 2 are eligible for the following LP Benefits:

2.2.1 all the LP Benefits the LP Participants with BEST VIP Level 1 - but the amount of rewards/benefits depends on their BEST VIP Level 2;

2.2.2 additional collection of Weekly Bonus Rewards as outlined in point 5.6;

2.2.3 participation in VIP Asset Voting as outlined in point 4.

2.3 BEST VIP Level 3 LP Participants holding at least 5,000 BEST will reach BEST VIP Level 3. LP Participants with BEST VIP Level 3 are eligible for the following LP Benefits:

2.3.1 all the LP Benefits LP Participants with BEST VIP Level 2 - but the amount of rewards/benefits depends on their BEST VIP Level 3;

2.3.2 enjoy several Bitpanda Card Benefits;

2.3.3 benefits from the BEST VIP Affiliate Bonus as outlined in point 8.

2.4 BEST VIP Level 4 LP Participants holding at least 10,000 BEST will reach BEST VIP Level 4. LP Participants with BEST VIP Level 4 are eligible for the following LP Benefits:

2.4.1 all the LP Benefits the LP Participants with BEST VIP Level 3 - but the amount of rewards/benefits depends on their BEST VIP Level 4;

2.4.2 benefits from lower deposit fees for credit card and SOFORT payments;

2.4.3 exclusive Bitpanda Club Program benefits as outlined in point 7.

2.5 BEST VIP

Level 5 LP Participants holding at least 50,000 BEST will reach BEST VIP Level 5. LP Participants with BEST VIP Level 5 are eligible for the following LP Benefits:

2.5.1 all the LP Benefits the LP Participants with BEST VIP Level 4 - but the amount of rewards/benefits depends on their BEST VIP Level 5;

2.5.2 exclusive Bitpanda Club Program benefits as outlined in point 7.

2.6 Club Silver

LP Participants who have actively traded in the last 6 months, completed at least 5 trades, hold a Wallet balance of at least EUR 400 worth of digital asset and/or [F-Token](#)/[E-Money](#) and reached a trading volume of over EUR 50,000 in one of the last 6 months, achieve Bitpanda Club Silver Status and can participate in VIP Asset Voting,

as outlined in point 4 as well as benefit from Bitpanda Club Program benefits pursuant to point 7.

## **2.7 Club Gold**

LP Participants who have actively traded in the last 6 months, completed at least 5 trades, hold a Wallet balance of at least EUR 400 worth of digital asset and/or [F-Token](#)/[E-Money](#) and reached a trading volume of more than EUR 100,000 in one of the last 6 months, achieve Bitpanda Club Gold Status and can participate in VIP Asset Voting, as outlined in point 4 as well as benefit from Bitpanda Club Program benefits pursuant to point

## **3 Partner Benefits**

3.1 LP Participants with a BEST VIP Level get exclusive access to perks and benefits from certain companies and organisations, which cooperate with Bitpanda in order to offer Bitpanda Clients LP Benefits, ("Company Partners").

Depending on your BEST VIP Level, LP Benefits from Company Partners may become more significant and more exclusive.

3.2 Bitpanda makes no representations, with respect to type, quality or fitness of goods or services provided through the Bitpanda Loyalty Program by Company Partners. Bitpanda shall in particular not be liable for any benefits or perks from Company Partners to which the Participant gains access through this Bitpanda Loyalty Program .

## **4 BEST VIP Asset Voting**

4.1 LP Participants from BEST VIP Level 2 and higher and Bitpanda Club Silver or Gold have a vote in deciding which Token (A-Token, E-Token or M-Token) should be offered and traded in the future on Bitpanda Systems ("VIP Asset Voting"). For the avoidance of doubt, the LP Participant has neither voting rights in Bitpanda GmbH or any of its Affiliates or its governance, strategy and similar votes nor to any profit distributions or company decisions of any kind.



4.2 For this purpose, Bitpanda will conduct VIP Asset Voting on a regular basis. As soon as a new VIP Asset Voting goes live, Bitpanda will inform about it on social media and/or a blog post.

4.3 LP Participants (with BEST VIP Level 2 or higher and Bitpanda Club Silver or Gold) who are eligible to vote will be informed about all further voting processes the first time they log in to their Bitpanda Client Account via pop-up.

4.4 For purposes of voting, each LP Participant with BEST VIP Level 2 or higher and Bitpanda Club Silver or Gold may vote one time (for single choice voting) or multiple times (for multiple choice voting). Any amount of BEST held by an eligible LP Participant above the required BEST VIP Level 2 threshold shall not be relevant for voting purposes and therefore does not confer more voting power. LP Participants who have reached BEST VIP level 2 or higher and also reached Bitpanda Club Silver or Gold have no additional voting right.

4.5 The voting results are published anonymously by Bitpanda as a blog post <https://blog.bitpanda.com/en> and/or on other Bitpanda mediums such as Bitpanda's social media channels or Bitpanda's website.

4.6 Following the results of the votes cast for a potential listing of a Token in the course of a VIP Asset Voting, Bitpanda will make reasonable efforts, but does neither guarantee nor promise, to offer (or not offer) such digital asset via Bitpanda Systems in the future.

## 5 Rewards

5.1 Eligible LP Participants. LP Participants may be entitled to collect BEST through the BEST rewards system as set out in this point 5. To be eligible to do so, a LP Participant must (i) have a VIP Level status as outlined in point 1.2, (ii) hold such number of BEST required for the VIP Level in their Bitpanda Broker Wallet, (iii) buy or sell at least one digital asset once a week on Bitpanda Systems (the Conversion of Cash Plus A-Token is excluded and does not constitute a purchase or sale of a digital asset), (iv) actively accept these Terms and (v) actively claim these BEST Rewards.

5.2 Reward System. The following rewards are offered within the Bitpanda Loyalty Program: Weekly Base Rewards according to point 5.5, Weekly Bonus Rewards

according to point 5.6, Trading Rewards according to point 5.7 (collectively referred to as "BEST Weekly Rewards") and Instant Trade Bonus according to point 5.8 (together with the BEST Weekly Rewards referred to as "BEST Rewards").

5.3 Snapshot. At the end of every week (Monday-Sunday), (i) a Bitpanda Client's respective BEST, held in the Wallet assigned to the Bitpanda Broker ("BEST Holdings"), (ii) BEST VIP Level and (iii) weekly trading volumes are determined via a snapshot ("Snapshot"). The Snapshot will always take place every Sunday at 23:59:59 CET (Central European Time). Bitpanda GmbH intends to credit BEST Weekly Rewards to the respective Wallet designated for BEST ("BEST Wallet") on the following Monday for the previous week. That crediting may be delayed due to unforeseeable technical disruptions. The necessary steps for the BEST crediting will be taken as soon as possible.

5.4 Active Claiming. Active claiming of BEST Rewards must be done as displayed on Bitpanda Systems by actively tapping the "Claim BEST Rewards" button ("Active Claiming"). A retroactive claim of BEST Rewards is excluded in any case.

5.5 Weekly Base Rewards. LP Participants who meet the requirements of point 5.1 are eligible to collect weekly rewards in the amount of 0.1% of their BEST Holdings at the time of the Snapshot ("Weekly Base Rewards").

5.6 Weekly Bonus Rewards. LP Participants from BEST VIP Level 2 upwards can further claim BEST according to their BEST VIP Level on a weekly basis in addition to the Weekly Base Rewards ("Weekly Bonus Rewards"). The following table sets out the percentage rate of the Weekly Bonus Rewards:

<b>BEST VIP Level</b>	<b>Additional % of BEST</b>
Level 2	+0.025% per week
Level 3	+0.05% per week

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Level 4	+0.075% per week
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Level 5	+0.1% per week
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5.7 Trading Rewards. In addition to the above, all LP Participants that fulfil all criteria as set forth in point 5.1 are eligible to receive further weekly BEST rewards if certain thresholds in trading volume are reached ("Trading Rewards") (as set out below in point 5.7.1 and 5.7.2). The Trading Rewards therefore depend on (i) the LP Participant's trading volume and (ii) the type of digital asset class traded via Bitpanda Broker the previous week. The previous week is the week that ended with the respective Snapshot for each week. The Trading Rewards percentages refer to the BEST Holdings of the respective LP Participant at the moment of the Snapshot.

5.7.1 Trading volume E-Token and M-Token. The trading volumes of E-Token and M-Token on Bitpanda Broker are added. The trading volume is calculated from the equivalent value of the E-Token or M-Token at the time of the respective trade. If the trading volumes exceed one of the following thresholds, the following Trading Rewards will be paid-out:

- (i) (≥) EUR 1,000: +0.01% per week;
- (ii) (≥) EUR 3,000: +0.025% per week;
- (iii) (≥) EUR 10,000: +0.05% per week; or
- (iv) (≥) EUR 30,000: +0.075% per week;

5.7.2 Trading volume A-Token excluding Cash Plus A-Token. The trading volumes of all A-Token except Cash Plus A-Token on Bitpanda Broker are added. The trading volume is calculated from the equivalent value of the A-Token excluding Cash Plus A-Token at the time of the respective trade. For the avoidance of doubt, Cash Plus A-Token means A-Token with those MMFs as underlying for which Bitpanda GmbH offers Cash Plus, held by Cash Plus Client. If the trading volumes exceed one of the following thresholds, the following Trading Rewards will be paid-out:

- (i) (≥ ) EUR 3,000: +0.01% per week;

- (ii)  $(\geq)$  EUR 10,000: +0.025% per week;
- (iii)  $(\geq)$  EUR 30,000: +0.05% per week; or
- (iv)  $(\geq)$  EUR 100,000: +0.075% per week;

5.7.3 No trading volume of L-Tokens. For the avoidance of doubt, a purchase or sale of L-Tokens is not included in the calculation of the Trading Volume thresholds for Trading Rewards.

5.8 Instant Trade Bonus. Via the Instant Trade Bonus, LP Participants may be entitled to collect further BEST rewards between 0.005% and 0.25% (depending on the Token the LP Participant has traded) of the volume traded on Bitpanda Broker - added instantly after every transaction to the BEST Wallet ("Instant Trade Bonus"). The amount of BEST rewards collected via the Instant Trade Bonus is adjusted according to the LP Participants BEST VIP Level. The higher the BEST VIP Level, the higher the Instant Trade Bonus the LP Participant may be entitled to collect. The following table sets out the percentage rate of the additional collection of BEST rewards via the Instant Trade Bonus:

<b>BEST VIP</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>Level &amp;</b>					
<b>Instant</b>					
<b>Trade Bonus</b>					
<b>Asset Class</b>					
<hr/>					
E-Token	0.05%	0.1 %	0.15%	0.2 %	0.25%
M-Token	0.05%	0.1 %	0.15%	0.2 %	0.25%

A-Token	0.005%	0.01 %	0.015%	0.02 %	0.025%
excluding					
Cash Plus					
A-Token					

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BEST Rewards are only designated to function as a loyalty program for Bitpanda Clients being active on Bitpanda Broker.

5.10 For the avoidance of doubt, it is hereby clarified that BEST Rewards are performed only on Bitpanda Broker and in course of the Bitpanda Loyalty Program and is neither linked nor incorporated in BEST itself.

5.11 Bitpanda may amend or terminate the Bitpanda Loyalty Program in accordance with points 3 and 11 and 12 of the Group TC, respectively.

5.12 Bitpanda can withhold, pause or cancel payout of rewards, also if accrued and already claimed by you, anytime and you do not have any legal claim against Bitpanda in such a case.

5.13 No Instant Trade Bonus for L-Token Clients. For the avoidance of doubt, L-Token Clients are not eligible for Instant Trade Bonus for the volume generated via L-Token trades.

## 6 Bitpanda Card Benefits

6.1 Depending on the BEST VIP Level, LP Participants who are also Bitpanda Card users, enjoy several additional benefits (e.g. free ATM withdrawals, a reduced exchange fee ("FX"), and Cashback in Token). For further information on the Bitpanda Card please see section 8 of the Bitpanda GmbH & BAM TC (<https://www.bitpanda.com/en/legal/bitpanda-general-terms-conditions>) and the Contis Bitpanda Card Account Terms and Conditions (<https://www.bitpanda.com/en/legal/bitpanda-card-account-terms-conditions>).

6.2 The detailed BEST VIP Level Bitpanda Card Benefits can be found under <https://www.bitpanda.com/en/card>.

6.3 LP Participants who receive Cashback, are not eligible to receive the Instant Trade Bonus for the same transaction.

## 7 Bitpanda Club Program

7.1 As a BEST VIP Level 4 or higher or Bitpanda Club Silver or Gold LP Participant, you are automatically eligible for the "Bitpanda Club Program" (for further information to Bitpanda Club Program click here <https://www.bitpanda.com/en/bitpanda-club>). As a LP Participant eligible for the Bitpanda Club Program, you will receive exclusive support (Bitpanda Concierge) , increased limits for deposits and withdrawals, have a direct impact on upcoming features and asset listings among other benefits. As Bitpanda Club Gold LP Participant you also receive personalised updates about new products (Bitpanda Customer Success Manager).

## 8 BEST VIP Affiliate Bonus

Bitpanda offers an affiliate program ("VIP Affiliate Program") (for further information on the Bitpanda affiliate program click here <https://www.bitpanda.com/en/affiliate-program>).

8.2 LP Participants will receive higher commissions if they successfully recruit Bitpanda Clients while maintaining the required BEST VIP Level (BEST VIP Level 1 and higher as outlined in section 1.2).

8.3 The following percentages of revenue share are available for LP Participants with VIP Levels:

BEST VIP Level	% of Revenue Share
Level 3	+12% per week
Level 4	+14% per week
Level 5	+18% per week

## 9 BEST Stimulus and Burn Program

9.1 Bitpanda GmbH takes measures for BEST's deflation to stabilise BEST's intrinsic value: Bitpanda GmbH burns BEST in the amount of 25% of the collected trading premiums by BEST holders with a BEST VIP Level. This burning process is intended to be repeated monthly until a maximum of 75% of the total BEST (out of 1 billion BEST originally issued) has been burned ("BEST Stimulus and Burn Program").

9.2 Any deflationary measures do not represent a claim on or against (*Forderung gegenüber*) Bitpanda GmbH or any of its Affiliates. Bitpanda GmbH may terminate, withhold or pause the BEST Stimulus and Burn Program anytime for objectively justified reasons and you do not have any legal claim against Bitpanda in such a case.