

Bitpanda Financial Services Mistrade Policy

The aim of this document is to define the rules for the handling of trades which were concluded under non-standard market conditions.

Definitions

Mistrade: trades which were concluded under non-standard market conditions. A transaction may be deemed to have been concluded at non-standard market conditions in particular if the price determined by the electronic trading system at which the transaction was concluded deviates significantly and obviously from the fair market price at the time of the conclusion of the transaction or fair, efficient and orderly market conditions are not ensured.

Primary exchange reference market: the main trading venue or exchange where the underlying assets are primarily listed and traded. It serves as the benchmark for determining the fair market value of the underlying assets, providing reliable and transparent pricing information.

Underlying: the specific stocks, Exchange Traded Commodities (ETCs), Exchange Traded Notes (ETNs), units of Exchange Traded Funds (ETFs), including Money Market Funds (MMFs) and other investment funds (collectively, "Funds"), as well as certificates and security tokens upon which the derivative instrument "A-Token" is based.

A-Token: term defined in Point 2.1. of the [A-Token Derivative Terms](#).

Deviation from standard market price:

A price may deviate from the reference price especially due to the following reasons:

- a) the electronic trading system did not work properly at the time of the transaction as a result of a technical malfunction;
- b) a corporate action or other change in the terms and conditions of the underlying securities was carried out in the asset concerned which had not yet been taken into account;
- c) trading on an applicable reference market in the relevant underlying security was suspended;
- d) a technical malfunction occurs in the systems of the company supporting the price determination at the time of the conclusion of the transaction;

- e) there is evidence of manipulative behaviour in connection with the transaction, including on other markets or trading venues where the security, asset or right in question is traded;
- f) the transaction has been executed at an artificially induced price level.

Determination of the fair market price

In determining the fair market price at the time of the transaction, the actual market situation on a reference market may be used. As reference market, the prices of the primary exchange reference markets for the affected underlying assets are applied.

The prices of A-Tokens will be the prices of the relevant Underlying of the A-Tokens as such are announced by the primary exchange reference market, or alternatively price service providers may be utilised by Bitpanda.

During trading hours, the calculated A-Token price shall be equal to the price calculated by the primary exchange reference market for the affected underlying asset, if applicable together with the Bitpanda Spread.

The **price of the underlying for A-Tokens** will be quoted via the underlying asset's primary exchange reference market during the primary exchange reference market's trading hours (Monday to Friday 07:30 AM – 11:00 PM, Saturday 10:00 AM – 01:00 PM, Sunday 05:00 PM – 07:00 PM, each CEST/CET, "**Trading Hours**"), in order to determine the value of the A-Token.

Bitpanda also uses the price from the primary exchange reference market at times outside of Trading Hours. This price corresponds to the respective last price before the close of trading at the primary exchange reference market. The price outside the Trading Hours of the primary exchange reference market is referred to as the **last price**, as this is transmitted to Bitpanda before the close of trading. This respective last price of the corresponding Underlying is used as the **stable price**.

If the prices or Underlying of the A-Tokens are not available from the primary exchange reference market during Trading Hours, the prices from alternative but equivalent price information service providers may be used as alternative or backup options. In the event that neither Lang&Schwarz nor the alternative Price Service Provider can provide prices for the Underlyings of A-Token, or if, in the case of certificates, the ongoing price determination by the issuer has been suspended, Bitpanda is entitled, at its discretion, to either use the last received prices (as stable prices) or to suspend the acquisition or termination of A-Token

for a limited period of time. In addition, Bitpanda will be authorised to use the stable price even during Trading Hours.

More detailed information on determination of the prices of A-Tokens can be found in Point 4. of the [A-Token Derivative Terms](#).

Significant and obvious deviations from the fair market price

A significant and obvious deviation from the fair market price occurs in particular in cases when the deviation from the reference price amounts to at least 5 percent from the reference price.

The established reference price shall be binding insofar as it has been properly determined.

Declaration and request for cancellation based on a mistrade

In case of a mistrade, the transaction in question can be cancelled on the basis of a request for cancellation by the affected customer or based on the decision of Bitpanda.

Cancellation of transactions based on the decisions of Bitpanda may occur in cases where there is a significant deviation from the market price. Decisions to cancel transactions due to mistrade are based on comprehensive criteria that uphold market integrity and fairness for all market participants. The circumstances for cancellation are applied consistently regardless of the potential financial impact on the exchange.

In special cases in which Bitpanda, for whatever reason, is subsequently worse off or otherwise loses value or money due to mistrades or market disruptions - Bitpanda is expressly entitled to correct or reverse this subsequent disadvantage proportionately and retroactively. The right of cancellation is granted to eliminate market imbalances caused by mistrades.

The damage actually incurred by Bitpanda is in any case the maximum limit.

The declaration for cancellation by Bitpanda must be made until 10am on the next trading day after the execution of the transaction in question in written form (usually via email), unless the declaration for cancellation could not be made immediately due to a demonstrable technical malfunction of the systems or due to force majeure. Bitpanda has to orderly communicate the rules for the handling of Mistrades upfront in its Terms & Conditions.

If the declaration/request for cancellation relates to a transaction that was executed on a Saturday or Sunday, the statement may be sent until 11:00 am on the next working day.

The request for cancellation by the customer must be made until 10am on the next trading day on the next trading day after the execution of the transaction in question, unless the request for cancellation could not be made immediately due to a demonstrable technical malfunction of the systems or due to force majeure.

If the declaration / request for cancellation relates to a transaction that was executed on a Saturday or Sunday, the statement may be sent until 11:00 am on the next working day.

The request for cancellation shall contain at least the following:

- a) details of the affected asset (name, ISIN);
- b) transaction date;
- c) traded volume and price;
- d) the circumstances justifying the request for cancellation.

A transaction identified as a mistrade shall either be annulled and considered null and void, or it shall be adjusted to reflect the correct price, as deemed appropriate if cancellation is no longer possible, by the booking of a corresponding offsetting transaction. The mistrade is cancelled by reversing the affected trade by no later than the end of the trading day on which the transaction was executed.

The right of cancellation due to mistrade does not affect other rights under general civil and commercial law provisions, in particular rights of rescission.