

1.1 Bitpanda Payments

1.2 Terms & Conditions

FRAMEWORK AGREEMENT

Version 2.0.1, published on 24 November 2022

2.

INFORMATION BY **BITPANDA PAYMENTS GMBH**
PURSUANT TO THE **PAYMENT SERVICES ACT 2018**, AND
THE **REMOTE FINANCIAL SERVICES ACT**

2.1 Information and contractual terms regarding the payment service provider

1.1.1 Name, address and contact

- Bitpanda Payments GmbH ("**Bitpanda Payments**")
- Address: Stella-Klein-Löw Weg 17, A-1020 Vienna
- E-Mail: support@bitpanda.com

1.1.2 Competent regulatory authority

- Financial Market Authority (*Finanzmarktaufsicht*), Department Bank Supervision (*Bereich Bankenaufsicht*), Otto-Wagner-Platz 5, 1090 Vienna

1.1.3 Registrations

Registered as Austrian E-Money Institute (*E-Geld-Institut*) in the Register of E-Money Institutes (*E-Geld-Institutsregister*) of the Financial Market Authority pursuant to Sec

6 of the Austrian E-Money Act 2010 (*E-Geldgesetz*; "**E-GeldG**")
(<https://www.fma.gv.at/en/search-company-database/>)

Commercial Register Number: FN 501412 x

Commercial Register Court: Commercial Court of Vienna

○ VAT registration number: ATU74324536

1.1.4 Main feature of the payment services to be provided

Bitpanda Payments provides the following payment services:

- **E-Money Services:** issuance and redemption of electronic money within the meanings of section 1 para 1 of the E-GeldG ("**E-Money**") including the administration of the related e-money wallets.
- **Payment Transfer Services:** services for the execution of payment transactions, including the transfer of funds to a payment account with Bitpanda Payments or with another payment service provider.
- **Money Remittance Services:** services, in which the funds of a payer are accepted only for transferring the corresponding amount onto the payee or to another payment service acting on behalf of the payee without setting up a payment account in the name of the payer or the payee, or in which the funds are accepted on the payee's behalf and made available to the payee.
- **Payment Initiation Services:** services, which at the request of the payment service user trigger a payment order in relation to a payment account held at another payment service provider.

1.1.5 Business relationship with (1) Bitpanda GmbH and (2) Bitpanda Asset Management GmbH

Bitpanda Payments offers services to and enters into contracts with verified clients of (1) Bitpanda GmbH with its registered office in Stella-Klein-Löw Weg 17, 1020 Vienna, registered in the commercial register under FN 569240 v (commercial register court: Commercial Court Vienna) and (2) Bitpanda Asset Management GmbH, with its corporate seat at Friedrich-Ebert-Anlage 36, 60325 Frankfurt a.M., Germany. Further information is contained in the Payments TC (see point 2.), in particular in point 2.1.2 (*General Provisions*)

1.2 Framework agreement, information and commercial terms regarding the use of payment services

- 1.2.1 A Bitpanda Client (as defined in point 5.1 Group TC) who has agreed to conclude into the Framework Agreement and accepted the Payments TC, (each as defined in point 1.2.2) becomes upon ordering a payment service from Bitpanda Payments via the Bitpanda Systems (as defined in point 2.3.1) a client of Bitpanda Payments ("**Payment Client**" or "**you**").
- 1.2.2 Before Bitpanda Payments will provide any payment services and accept a Bitpanda Client as Payment Client, the Payment Client and Bitpanda Payments conclude a framework agreement (the "**Framework Agreement**") and the Framework Agreement shall apply to the entire business relationship between Bitpanda Payments and the Payment Client (including all payment services provided by Bitpanda Payments to a Payment Client). The Framework Agreement contains the information pursuant to sec 48 of the Austrian Payment Services Act (*Zahlungsdienstegesetz 2018*; "**ZaDiG**") including the information pursuant to sec 5, 7 and 8 of the Remote Financial Services Act (*Fern-Finanzdienstleistungsgesetz*, "**FernFinG**"), (see point 1) and the general terms and conditions of Bitpanda Payments including its annexes as amended ("**Payments TC**"; see point 2).
- 1.2.3 Bitpanda Payments provides Bitpanda Client who are interested in becoming a Payment Client with a copy of the terms of the Framework Agreement on a durable electronic medium (for example email) in a timely manner prior to concluding the Framework Agreement or being bound by the Framework Agreement. The Framework Agreement is concluded between Bitpanda Payments and the Payment Client by clicking on the respective confirmation boxes on Bitpanda Systems before ordering the first payment service from Bitpanda Payments. Bitpanda Payments will expressly confirm the conclusion of the Framework Agreement.
- 1.2.4 The information and contractual conditions regarding the use of the payment service are contained in the Payments TC, in particular in point 2.3 (*Services of Payments*), point 2.4 (*Required information*), point 2.5 (*Issuing and authorisation of the payment order by the Payment Client*), point 2.6 (*Receipt of the payment order by Payments*), point 2.7 (*Revocation of the payment order*) and point 2.11 (*Maximum execution period*).

1.3 Information and contractual terms regarding fees, interest, exchange rates and costs

1.3.1 The information and contractual conditions regarding charges, cost reimbursements and interest ("**Charges**") is set out in point 2.12 (*Charges, cost reimbursements and interest*) and the relevant rates are listed in

1.3.1.1 in Annex .1 (*Charges, cost reimbursements and interest for Internal Transfers*) with respect to charges, cost reimbursements and interest incurred in connection with Internal Transfers;

1.3.1.2 in Annex .2 (*Charges, cost reimbursements and interest for External Transfers*) with respect to charges, cost reimbursements and interest incurred in connection with External Transfers;

1.3.1.3 in Annex .3 (*Charges, cost reimbursements and interest for Payment Initiations*) with respect to charges, cost reimbursements and interest incurred in connection with Internal Transfers; and

1.3.1.4 in Annex .4 (*Charges for issuance, storage and redemption of electronic money*)

1.3.2 The information and contractual conditions regarding exchange rates are set out in point 2.13 (*Exchange rates*).

1.3.3 All agreed charges, cost reimbursements and interest (for example, interest on arrears) shall be paid by the Payment Client in accordance with point 2.12.2 of the Payments TC. Processing fees shall be invoiced upon execution of the payment transaction. In all other cases, invoicing shall normally take place on a monthly basis.

1.3.4 You have to bear the costs for the use of means of distance communication yourself.

1.4 Information and contractual terms regarding communication

1.4.1 The Framework Agreement is made and published in various languages. In case of a dispute or any discrepancies, the German Version of the Framework Agreement shall prevail.

1.4.2 The Payment Client may at any time during the term of the Framework Agreement request the submission of this information and contractual terms in paper or electronic form.

1.4.3 The information and contractual terms regarding communication are otherwise contained in the Payments TC (see point 2.), in particular in point 2.14 (*Communication*).

1.5 Information and contractual terms regarding protective and remedial measures

1.5.1 You undertake to hold any and all details of your password, registration code, TANs, fingerprints or PIN strictly confidential at any time. You must inform Bitpanda Payments immediately of the loss, theft or unauthorised use of the PIN, fingerprints, registration code, passwords or TANs as soon you become aware of this by sending an e-mail to support@bitpanda.com.

1.5.2 The information and contractual terms regarding protective and remedial measures are otherwise contained in the Payments TC (see point 2.), in particular in point 2.10 (*Refusal of execution*).

1.6 Information and contractual terms regarding amendments and termination of the Framework Agreement

The information and contractual terms regarding amendments and termination of the Framework Agreement are contained in the Payments TC (see point 2.), in particular in point 2.2 (*Amendment of the Payments TC*) and in point 2.20 (*Duration of contract, termination*).

1.7 Information regarding the distance contract, right of withdrawal

Pursuant to Sec 8 FernFinG, you have the right to withdraw from the concluded Framework Agreement without giving any reason.

1.7.1 Instruction on the exercise and consequences of the right of withdrawal

The withdrawal period expires 14 days from the day of the conclusion of the Framework Agreement, whereby the day on which the Payment Client is enabled to use the services of Bitpanda Payments shall be deemed the day of the conclusion of the Framework Agreement.

To exercise the right of withdrawal, you must inform us (Bitpanda Payments, Stella-Klein-Löw Weg 17, 1020 Vienna) of your decision to withdraw from this Framework Agreement by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form (Annex ./5), but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

1.7.2 Effects of withdrawal:

If you withdraw from this Framework Agreement, we shall reimburse to you all costs and charges received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 30 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

1.7.3 Contract performance within the withdrawal period:

Within the withdrawal period, performance of the Framework Agreement may only begin with the express request of the Payment Client. The Payment Client acknowledges that they do not have a right of withdrawal with respect to all agreements made under the Framework Agreement upon express request of the Payment Client once they have been fully performed by Bitpanda Payments and the Payment Client.

1.8 Information and contractual terms regarding remedies

You are entitled to file a complaint with the Financial Market Authority pursuant to Sec 13 AVG and to assert your rights before the ordinary courts. The Austrian banking industry has established a "Joint Conciliation Body of the Austrian Banking Industry" (*Gemeinsame Schlichtungsstelle der Österreichischen Kreditwirtschaft*), Wiedner Hauptstrasse 63, 1045 Vienna (www.bankenschlichtung.at) to resolve certain complaints. Payment Clients of Bitpanda Payments can lodge a complaint with this out-of-court FIN-NET conciliation body in writing or electronically (office@bankenschlichtung.at). In addition, the ombudsman service of the Professional Association of Financial Service Providers (*Fachverband*

Finanzdienstleister) in the Austrian Federal Economic Chamber (*Wirtschaftskammer Österreich*) can be contacted at fdl.ombudsstelle@wko.at.

1.9 Contractual terms regarding applicable law and jurisdiction

The information and contractual terms regarding applicable law and jurisdiction are contained in the Payments TC (see point 2.), in particular in point 2.24.1 (Governing law) and in point 2.24.2 (jurisdiction).

1.10 Statutory information requirements

The statutory information obligations are fulfilled with this Framework Agreement and Bitpanda Payments has no further information obligation beyond this. Bitpanda Payments shall therefore not be obliged – insofar as no statutory or contractual obligation exists - to provide the customer with other advice or information regarding its services. The information obligations provided for in sections 32 to 54 ZaDiG shall not apply in case the service provider user is a business client.

2.

GENERAL TERMS AND CONDITIONS OF BITPANDA PAYMENTS GMBH

2.1 General Provisions

2.1.1 These Payments TC (as defined in point 1.2.2) apply to the entire business relationship between the Payment Client (as defined in point 1.2.1) and Bitpanda Payments (as defined in point 1.1.1).

2.1.2 Bitpanda Payments offers services exclusively to and enters into contracts only with verified clients of Bitpanda GmbH and Bitpanda Asset Management GmbH. The provisions of the General Terms and Conditions of Bitpanda GmbH ("**Group TC**") as well as the Annexes and Definitions of Group TC, available under <https://www.bitpanda.com/en/legal/bitpanda-group-general-terms-conditions> are hereby agreed upon.

2.2 Acceptance and amendment of the Payments TC

2.2.1 By ordering a payment service and by clicking on the respective confirmation boxes on Bitpanda Systems, the Client expressly agrees to these Payments TC.

2.2.2 Changes to and amendments of the Payments TC, including this point, may be proposed ("Amendment Offer") by Bitpanda Payments at any time provided that these Payments TC remain in force and binding on Bitpanda Payments and the Payment Client until such amendments become effective.

2.2.3 Except where a Payments Client objects to an Amendment Offer in accordance with point 2.2.4, the amended Payments TC as set out in the Amendment offer shall become effective:

2.2.3.1 if no specific effective date is indicated by Bitpanda Payments in the Amendment Offer at the *earlier* of (i) the Payment Client explicitly accepting the amended Payments TC (for example by clicking the relevant confirmation boxes on Bitpanda Systems) or (ii) the Payment Client's consent has been deemed granted in accordance with point 2.2.4; and

2.2.3.2 if a specific effective date (after the publish date) is indicated by Bitpanda Payments in the Amendment Offer at the *later* of (i) the specified effective date and the (ii) earlier of (a) the Payment Client explicitly accepting the

amended Payments TC (for example by clicking the relevant confirmation boxes on Bitpanda Systems) or (b) two months after the Payment Client has been notified of the Amendment Offer in accordance with point 2.2.3.

2.2.4 The Payment Client shall be notified by Bitpanda Payments of the Amendment Offer (e.g. by sending a copy of the proposed changed of the Payments TC to you via e-mail). A comparison shall be attached to the Amendment Offer in which the provisions concerned, and the proposed amendments are set out.

2.2.5 The Payment Client's consent shall be deemed granted to the in the Amendment Offer, if the Payment Client has been notified in accordance with point 2.2.3 and if Bitpanda Payments does not receive an objection from the Payment Client in writing or electronically (e.g. by email to support@bitpanda.com or via the Bitpanda Client Account) within two month of such notification. Bitpanda Payments shall draw the Payment Client's attention in the amendment offer to the fact that its silence by failing to object in writing shall be deemed to be consent to the amendments, as well as that the 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.

2.2.6 An increase of the consumer Payment Client's fees or a limitation of Bitpanda Payment's services in the Payments TCs can only be effected with the express consent of the consumer Payment Client. Further, vis-à-vis consumer Payment Clients and unless express consent is obtained, changes to the Payments TC shall in any case be minor and reasonable for the consumer Payment Clients, shall not affect any main service obligations and shall only affect changes that are necessary and objectively justified in order to offer our services in the best possible way and to protect our customers' interests.

2.3 Services of Payments (essential features of the payment services)

2.3.1 On the electronic platform or mobile application operated by Bitpanda and associated APIs of such platform or application ("**Bitpanda Systems**"), electronic wallets ("**Wallets**") are assigned to the Bitpanda Client. In these Wallets, the deposit amounts of which the Bitpanda Client can dispose are shown.

2.3.2 You may instruct Bitpanda Payments to transfer your respective balance on a Wallet to the Wallet of another Payment Client of Bitpanda Payments ("**Bitpanda Payments' Payee**") and to adjust the balances on your Wallet and the Wallet of the Bitpanda Payments' Payee accordingly ("**Internal Transfer**"). Conversely, the Payment Client may receive such transfers from other Payment Clients of Bitpanda Payments.

2.3.3 You may also instruct Bitpanda Payments to transfer the respective balance on your Wallet, cashlessly in favour of a Bitpanda Payments' Payee, directly to a payment account held in the Bitpanda Payments' Payee's name ("**External Transfer**"). Conversely, the Payment Client may receive transfers directly from a payment account held in the Bitpanda Payments' Payee's name in such a way that Bitpanda Payments transfers the transfer amount to the originally used Wallet for the benefit of the Payment Client (e.g. when recovering an amount of money).

2.3.4 The Payment Client may also instruct Bitpanda Payments to initiate a transfer from a payment account held in the Payment Client's own name in favour of a payee to a payment account held in the payee's name (e.g. also to the payment account of Bitpanda GmbH) ("**Payment Initiation**").

2.3.5 Bitpanda Payments issues, redeems and manages E-Money:

2.3.5.1 E-Money is issued, sold, redeemed and managed solely by Bitpanda Payments.

2.3.5.2 E-Money is issued in various currencies as displayed on Bitpanda Systems. E-Money is issued in the nominal amount, without deductions or fees (e.g. to receive E-Money in the value of 100 Euro, you will be charged 100 Euro).

2.3.5.3 E-Money is initially issued to Bitpanda Clients who are eligible to use E-Money (such eligible Bitpanda Clients are referred to as "**Eligible Clients**"). Whether you are an Eligible Client depends on your country of residence and date of registration on Bitpanda Systems to become a Bitpanda Client and will be displayed under <https://www.bitpanda.com/en/list-emoney-eligible>.

2.3.5.4 E-Money may be purchased by Eligible Clients from Bitpanda Payments against payment in a currency that is a legal tender as displayed on Bitpanda Systems (e.g. in euro).

2.3.5.5 E-Money is accepted as a means of payments for various goods and services offered on Bitpanda Systems. Partners who accept E-Money as a means of payments for goods and services ("**E-Money Partners**") offered by them to Eligible Clients will inform Eligible Clients in their terms and conditions that transactions may or must be settled in E-Money. Likewise, when selling goods of any kind to an E-Money Partner (e.g. selling Bitcoin), you will receive E-Money from the E-Money Partner as payment for the relevant transaction and such E-Money Partner will inform you thereof in its terms and conditions.

2.3.5.6 E-Money balances are recorded for Eligible Client (who have acquired such balance of E-Money) in an electronic wallet administered by Bitpanda Payments ("**E-Money Wallet**"). E-Money Wallets cannot be overdrawn and neither Bitpanda Payments nor any other person offer loans or other means of financing in E-Money. You will receive no interest or other consideration for any deposits held in E-Money. E-Money is not based on any kind of distributed ledger technology.

2.3.5.7 E-Money can be transferred from one Bitpanda Client to another Bitpanda Client, even if they are Eligible Clients. E-Money can neither be exchanged with nor is compatible with electronic money offered by other e-money institutes. E-Money is not a legal tender.

2.3.5.8 Eligible Clients can add Bitpanda GmbH, Bitpanda Asset Management GmbH and Bitpanda Metals to the list of trusted beneficiaries thereby authorizing Bitpanda Payments to exempt transactions related to these merchants from strong customer authentication requirements.

2.3.5.9 E-Money credited to your E-Money Wallet can be redeemed (in parts or in full) with Bitpanda Payments on Bitpanda Systems. When redeeming E-Money you will receive the full face value in the same currency in which the relevant (portion of) E-Money denotes (e.g. you will receive euro if you redeem E-Money denominated in euro).

2.3.6 The Payment Client can only instruct Bitpanda Payments via the Bitpanda Systems to initiate services described in points 2.3.2 to 2.3.5.

2.4 Required information for a payment order

The Payment Client must provide the following information for the execution of Internal Transfers, External Transfers and Payment Initiations:

| Internal Transfers |
|---|
| <ul style="list-style-type: none">• name of the Payment Client• name of the Bitpanda Payments' Payee• specification of the Wallet of the Bitpanda Payments' Payee• currency• amount to be transferred• payment reference |
| External Transfers |

| ▪ Recipient account with a payment service provider within Austria or other countries within the European Economic Area (EEA) | Recipient account with a payment service provider outside the EEA |
|---|--|
| <ul style="list-style-type: none"> • name of the Payment Client • name of the payee • IBAN of the payee • currency • amount to be transferred • payment reference | <ul style="list-style-type: none"> • name of the Payment Client • name of the payee • account number of the payee and either name, bank sorting code or BIC of the payment service provider of the payee; or • IBAN of the payee and BIC of the payment service provider of the payee • currency • amount to be transferred • payment reference |

| Payment Initiations |
|---|
| <ul style="list-style-type: none"> • name of the Payment Client • Payment Client identification (IBAN; IBAN and BIC or account number and BIC) • identification of payee (IBAN; IBAN and BIC or account number and BIC) • currency • amount to be transferred • payment reference |

2.5 Issuing and authorisation of a payment order by the Payment Client

▪ You enter the information required for a payment order (see point 2.4. above) into an online interface on the Bitpanda Systems. You give your consent to the execution of the payment order by entering the strong customer authentication (i.e., password and one-time password via SMS, e-mail or push notification).

2.6 Receipt of the payment order by Bitpanda Payments

2.6.1 A payment order shall be deemed to have been received as soon as it is received by the server of Bitpanda Payments ("**Order Receipt**").

2.6.2 Bitpanda Payments shall conduct the business required for the execution of payment orders on all days of the year except statutory holidays in Austria, Saturdays, Sundays and 24.12. ("**Business Days**") between 9:00 and 15:00 Central European Time (CET) ("**Business Hours**"). A payment order shall be deemed to have been

received on the Business Day on which the order is received ("**Order Receipt Day**"). If the order is not received on a Business Day or on a Business Day later than 30 minutes before the end of the Business Hours, the next Business Day shall be deemed to be the Order Receipt Day.

- 2.6.3 If the Payment Client and Bitpanda Payments have agreed that the execution of the payment order shall commence on a particular day or at the end of a particular period or on the day on which the Payment Client has made the funds available to Bitpanda Payments, the agreed date shall be the Order Receipt Day. If the agreed date does not fall on a Business Day of Bitpanda Payments, point 2.6.2 shall apply analogously.

2.7 Revocation of the payment order

- 2.7.1 You may revoke your payment order until the Order Receipt. After the Order Receipt, a revocation is no longer possible, subject to the provisions of point 2.7.2 and point 2.7.3.
- 2.7.2 If the Payment Client and Bitpanda Payments have agreed that the execution of the Payment Order shall commence on a particular day or at the end of a particular period, the Payment Client may revoke the execution of the Payment Order by the end of the Business Day preceding the agreed date.
- 2.7.3 After the dates referred to in point 2.7.1 and point 2.7.2, the payment order may only be revoked if agreed between the Payment Client and Bitpanda Payments. Such an agreement is subject to the condition precedent that Bitpanda Payments succeeds in preventing execution or recovering the transfer amount. In addition, the Payment Client must pay the Charges according to Annexes 1 to 3 for such a service.

2.8 Execution of the payment order

- 2.8.1 Bitpanda Payments shall execute the Payment Client's payment order provided that this payment order has been issued and authorised in accordance with point 2.5 and has been received by Bitpanda Payments in accordance with point 2.6. The execution of Internal Transfers and of External Transfers is further subject to the condition that there are sufficient funds in the Payment Client's respective Wallet.
- 2.8.2 If the conditions for execution (see point 2.8.1) are not met, Bitpanda Payments shall inform the Payment Client without delay that the payment order is not executed.

2.9 Information to the Payment Client

You may request Bitpanda Payments to provide or make available to you, free of charge and once a month, information pursuant to Sec 53 para 1 ZaDiG on the individual payment transactions initiated by you (reference, payee (where appropriate), amount transferred, currency, charges, interest, exchange rate, debit value date) on a durable electronic medium (for example, e-mail) in a timely manner so that you can retain or reproduce the information unchanged.

2.10 Refusal to execute a payment order

2.10.1 Bitpanda Payments shall in particular be entitled to refuse to execute the payment order if

- a client identification provided by you to Bitpanda Payments cannot be assigned to any Bitpanda Payments' Payee or any other payee, any payment service provider of the payee, or any payment account or Wallet;
- there is a suspicion of misuse or fraudulent use of a strong client authentication, of a registration code or of TANs;
- you do not follow the instructions of the Bitpanda Payments support team after a loss of a strong client authentication (see point 2.15.1); or
- you are - according to the Bitpanda Payments TC - not entitled to access your Bitpanda Client Account and to use the services of Bitpanda.

2.10.2 If a password is reset, Bitpanda Payments will not execute any payment orders for a period of 48 hours for security reasons. This serves as a protection measure to mitigate the effects of unauthorised access to your Bitpanda Client Account by resetting the password and applies to all cases of password resets as Bitpanda cannot tell whether the password reset was initiated by you or an unauthorised person (e.g. a scammer).

2.10.3 If Bitpanda Payments refuses to execute a payment order, Bitpanda Payments will inform you as soon as possible, but in any event within the time limits specified in point 2.11, of the refusal and how the payment order can be corrected to enable future execution. Bitpanda Payments will only disclose the reason for the rejection if this does not contravene Austrian or European Union law or a judicial or administrative order. Payment orders that Bitpanda Payments justifiably rejects shall not trigger the execution periods agreed in point 2.11. In addition, you must pay the Charges according to Annexes 1 to 3 for such refusal of execution if you are at fault.

2.11 Maximum execution period

2.11.1 Bitpanda Payments shall ensure that the transfer amount is made available to the payee (Internal Transfers) or transferred to the account of the payee's payment service provider (External Transfers, Payment Initiations) at the latest on the business day following the Order Receipt Day within the meaning of point 2.6.1.

2.12 Charges, cost reimbursements and interest

2.12.1 In connection with the execution of payment orders, any charges, cost reimbursements and interest ("**Charges**") set out in Annexes .1 (*Charges, cost reimbursements and interest for Internal Transfers*), .2 (*Charges, cost reimbursements and interest for External Transfers*) and .3 (*Charges, cost reimbursements and interest for Payment Initiations*) shall be payable by the Payment Client.

2.12.2 Processing fees shall be invoiced upon execution of the payment transaction. In all other cases, invoicing shall take place on a monthly basis. The Payment Client must pay the agreed processing fees immediately after invoicing. In all other cases, the Payment Client shall pay the agreed fees within 14 days of invoicing by Bitpanda Payments.

2.12.3 Bitpanda Payments shall propose changes to the agreed Charges (excluding interest) and introducing additional Charges at least two months prior to the proposed effective date. The changed offer shall be provided to you as set out in point 2.2 of the Payment TC.

2.12.4 Bitpanda Payments shall offer adjustments to the Charges agreed with the Payment Client in the manner provided for in point 2.12.3, in accordance with the development of the national consumer price index 2015 ("**CPI**") published by Statistik Austria or the index replacing it (increase or reduction). Thereby, amounts shall be rounded commercially (*kaufmännisch gerundet*) to whole cents. This adjustment shall be made once a year with effect from 1 July of each year. The adjustment shall be equal to the change in the average of the index figures for the penultimate calendar year before the change offer compared with the average of the index figures for the last calendar year before the change offer. If Bitpanda Payments refrains from a fee increase in any year, this shall not affect Bitpanda Payments' right to future increases of Charges. If there is no increase of Charges in one or more consecutive years, such increase can be made up with effect from the next increase of Charges, in which case the adjustment shall be made to the extent corresponding to the change in the CPI index figure published for the average of the year before the fee increase to the CPI index figure which was the basis for the last fee increase carried out.

2.13 Exchange rates

- A payment order for an Internal Transfer or for an External Transfer in a currency other than the account currency shall be affected by Bitpanda Payments on the basis of the reference exchange rates published by the Austrian National Bank on the website www.oenb.at at the time the payment order is executed. The basis for calculating this reference exchange rate is published on the website of the European Central Bank www.ecb.europa.eu.

2.14 Communication

2.14.1 Electronic communication by e-mail and/or (remote) written communication in paper form and/or telephone communication shall be agreed as means of communication, unless otherwise stipulated in the Payments TC or in a separate agreement. You must ensure on the recipient's side that the electronic delivery can be delivered to the e-mail address provided by you. You must adapt technical equipment such as filter programs or firewalls accordingly.

2.14.2 To ensure the security of your account under all circumstances, Bitpanda Payments will notify you via e-mail and/or telephone of any potential fraud or security risk in connection with your account, of which Bitpanda Payments has become aware. The chosen form of communication depends on the specific circumstances of each individual case and the associated risks.

2.15 Duties of care of the Payment Client and reimbursement

2.15.1 The Payment Client shall maintain the strictest secrecy with respect to its strong Payment Client authentication, registration code, passwords and TANs and shall ensure that they are not spied out by third parties. In the event of loss of their strong Payment Client authentication, the Payment Client must immediately notify Bitpanda Payments of such loss and follow the instructions of the Bitpanda Payments' support team. During Business Hours, all such notifications will be processed by Bitpanda Payments without undue delay. Such instructions may be subject to delay outside Business Hours.

2.15.2 You must ensure that the information in your payment order is correct.

2.15.3 The Payment Client must notify Bitpanda Payments without undue delay upon discovery of any unauthorised or incorrectly executed payment order

(notification obligation/Rügeobliegenheit) via e-mail to the e-mail address support@bitpanda.com or directly via the support for Bitpanda Systems (support.bitpanda.com). The period for the Payment Client to claim a correction from the payment service provider expires no later than 13 months after the date of the transaction.

2.15.4 In case of an unauthorised payment order, Bitpanda Payments shall reimburse the payer for the amount of the unauthorised executed payment order provided that Bitpanda Payments is the payer's payment service provider and the Payment Client has complied with their notification obligation (*Rügeobliegenheit*) in accordance with point 2.15.3, Bitpanda Payments shall not reimburse the payer if there are legitimate grounds to suspect fraud.

2.16 Reimbursement of payment transactions initiated by the payee

- Bitpanda Payments shall reimburse the payer for the amount of an authorised payment order initiated by or through a payee and already executed if, (i) at the time of authorisation, the exact amount was not specified and (ii) the amount of the payment order exceeds the amount which the payer could reasonably have expected according to their previous spending behaviour, the terms of the Framework Agreement and the circumstances of the individual case. If the aforementioned conditions are met, the payer shall notify Bitpanda Payments within 8 weeks of its claim for reimbursement, setting out the facts of the case, via e-mail to the e-mail address support@bitpanda.com or directly via the support for Bitpanda Systems (support.bitpanda.com). Bitpanda Payments shall either refund the amount of the payment order or inform the payer of the reasons for refusing the refund within 10 Business Days of receipt of such a request for reimbursement.

2.17 Liability of Bitpanda Payments

2.17.1 Bitpanda Payments shall be liable to the Payment Client for the proper execution of the payment order in accordance with Sec 80 ZaDiG. Under this provision, the payer's payment service provider is in summary liable to the payer for the proper execution of the payment order, unless the payer's payment service provider can prove to the payer and, where applicable, to the payee's payment service provider that the amount of the payment order has been received by the payee's payment service provider pursuant to Sec 77 para 1 ZaDiG. In this case, the payee's payment service provider shall be liable to the payee for the proper

execution of the payment order pursuant to Sec 80 ZaDiG. In accordance with Sec 16 para 1 E-GeldG, Bitpanda Payments shall be liable to the Payment Client for third party service providers.

2.17.2 Notwithstanding the cases of liability as set out in point 2.17.1, the limitation of liability as set out in point 24 of the Group TC shall apply accordingly.

2.18 Set-off

2.18.1 If you are a Bitpanda Consumer Client, you are only entitled to set off your liabilities if Bitpanda Payments is insolvent, if your claim is legally connected with your liabilities or if your claim has been confirmed by the courts or accepted by Bitpanda Payments.

2.18.2 If you are a Bitpanda Business Client, you hereby unconditionally and irrevocably waive your right to set off your liabilities.

2.19 Application of the ZaDiG to Bitpanda Business Clients

- The application of the third main part (*drittes Hauptstück*) of the ZaDiG as well as of Sec 56 para 1, Sec 58 para 3 and Sec 66, 68, 70, 71, 74 and 80 ZaDiG is excluded for Bitpanda Business Clients.

2.20 Duration of contract, termination

- The Framework Agreement is concluded for an indefinite period and can be terminated by the Payment Client at any time by observing a notice period of one month. Bitpanda Payments is entitled to terminate the Framework Agreement by giving a two months' notice. This shall not affect the right of the contracting parties to terminate the Framework Agreement immediately for good cause.

2.21 Contractual language

- The Payments TC and the Framework Agreement are concluded in German but published in various languages. In case of any discrepancies or in case of dispute the German language version shall prevail.

2.22 Entire agreement and other terms

- Any terms and conditions (GTC) of the Payment Client are excluded from being applicable to the relationship between the Payment Client and Bitpanda Payments. For the relationship between Bitpanda GmbH and a Payment Client the Group TC and/or Affiliate TC continue to apply.

2.23 Governing law and place of jurisdiction

2.23.1 The place of execution shall be 1010 Vienna. The Payments TC and any transaction hereunder shall be governed by and construed in accordance with the 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. For Bitpanda Consumer Clients, this only applies insofar as the law of their country of residence does not grant them a more favorable legal position vis-à-vis Bitpanda in the individual case.

2.23.2 Any and all contractual and non-contractual disputes, divergences or claims between Bitpanda and a Bitpanda Business Client shall be exclusively dealt with the court having pertinent competence for 1010 Vienna.

2.24 Annexes

| | |
|------------------|---|
| Annex ./1 | Charges, cost reimbursements and interest for Internal Transfers |
| Annex ./2 | Charges, cost reimbursements and interest for External Transfers |
| Annex ./3 | Charges, cost reimbursements and interest for Payment Initiations |
| Annex ./4 | Charges for issuance, storage and redemption of electronic money |
| Annex ./5 | Model instructions on withdrawal |

Annex ./1
to the Payments TC of Bitpanda Payments

**Charges, cost reimbursements and interest for Internal Transfers
(including electronic money transfers)**

| | |
|---|--------------------------|
| Processing fee for each payment order (percentage of the transferred amount) | 0 % |
| Duplicate of monthly invoice | EUR 3.00 |
| Reimbursement of costs for sending the monthly invoice by mail | EUR 0.90 |
| Fees pursuant to Sec 56 ZaDiG 2018 | |
| Notification of refusal of a payment order | EUR 10.00 |
| Revocation of a payment order after the date of irrevocability | EUR 20.00 |
| Recovery of an amount in case of incorrect execution of a payment order due to a Payment Client identification incorrectly provided by the payment service user | EUR 50.00 |
| Dunning process | |
| Payment reminder up to EUR 100.00 | free of charge |
| For any payment reminder of more than EUR 100.00 or dunning notice, Bitpanda Payments may charge reminder fees in a reasonable relation to the amount in delay, as far as such fees are necessary to cover adequate costs of Bitpanda Payments to administer such late payment and enforce its rights. At least EUR 5.00 and up to a maximum of EUR 15.00 in reminder fees will be charged. | EUR 5.00 up to EUR 15.00 |

Annex .I/2
to the Payments TC of Bitpanda Payments

**Charges, cost reimbursements and interest for External Transfers
(including electronic money transfers)**

| | |
|---|--------------------------|
| Processing fee for each payment order (percentage of the transferred amount) | 0 % |
| Duplicate of monthly invoice | EUR 3.00 |
| Reimbursement of costs for sending the monthly invoice by mail | EUR 0.90 |
| Fees pursuant to Sec 56 ZaDiG | |
| Notification of refusal of a payment order | EUR 10.00 |
| Revocation of a payment order after the date of irrevocability | EUR 20.00 |
| Recovery of an amount case of incorrect execution of a payment order due to a Payment Client identification incorrectly provided by the payment service user | EUR 50.00 |
| Dunning process | |
| Payment reminder up to EUR 100.00 | free of charge |
| For any payment reminder of more than EUR 100.00 or dunning notice, Bitpanda Payments may charge reminder fees in a reasonable relation to the amount in delay, as far as such fees are necessary to cover adequate costs of Bitpanda Payments to administer such late payment and enforce its rights. At least EUR 5.00 and up to a maximum of EUR 15.00 in reminder fees will be charged. | EUR 5.00 up to EUR 15.00 |

Annex ./3
to the Payments TC of Bitpanda Payments

**Charges, cost reimbursements and interest for Payment Initiations
(including electronic money transfers)**

| | |
|---|--------------------------|
| Processing fee for each payment order (percentage of the transferred amount) | 0 % |
| Duplicate of monthly invoice | EUR 3.00 |
| Reimbursement of costs for sending the monthly invoice by mail | EUR 0.90 |
| Fees pursuant to Sec 56 ZaDiG | |
| Notification of refusal of a payment order | EUR 10.00 |
| Revocation of a payment order after the date of irrevocability | EUR 20.00 |
| Recovery of an amount in case of incorrect execution of a payment order due to a Payment Client identifier incorrectly provided by the payment service user | EUR 50.00 |
| Dunning process | |
| Payment reminder up to EUR 100.00 | free of charge |
| For any payment reminder of more than EUR 100.00 or dunning notice, Bitpanda Payments may charge reminder fees in a reasonable relation to the amount in delay, as far as such fees are necessary to cover adequate costs of Bitpanda Payments to administer such late payment and enforce its rights. At least EUR 5.00 and up to a maximum of EUR 15.00 in reminder fees will be charged. | EUR 5.00 up to EUR 15.00 |

Annex ./4
to the Payments TC of Bitpanda Payments

Charges for issuance, storage and redemption of E-Money

| Fees pursuant to Sec 19 Austrian E-Money Act | |
|--|-------|
| Fee for E-Money issuance (percentage of issued amount) | 0 % |
| Fee for E-Money redemption (percentage of redeemed amount) | 0% |
| E-Money wallet maintenance fee | EUR 0 |

All potential fees charged by external payment service providers and other third parties for deposits and withdrawals are not connected to electronic money issuance, storage or redemption services.

Annex ./5
to the Payments TC of Bitpanda Payments

Model withdrawal form

— | To Bitpanda Payments GmbH, seat in A-1020 Vienna, Stella-Klein-Löw Weg 17,
<https://www.bitpanda.com/> and <https://exchange.bitpanda.com>.

— | I hereby give notice that I withdraw from the Framework Agreement

— | Concluded on,

— | Name of consumer(s),

— | Address of consumer(s),

— | Signature of consumer(s) (only if this form is notified on paper),

— | Date