PRODUCT TERMS

FOR THE PROVISION OF BITPANDA STAKING

VERSION 1.0.0, DATED 3 FEBRUARY 2025

1. Introduction to these Product Terms

1.1. **General.** "Staking" is the process of participating in transaction validation on "Proof-of-Stake" blockchains. On the Bitpanda Platform you can contribute to such transaction validation and earn rewards by staking "E-Tokens" eligible for staking ("Staking-Eligible Asset").

For more information on the mechanics of Staking and "Proof-of-Stake" in general, click here.

1.2. The following "Staking Terms" set out the additional terms and conditions applicable when:

(i) you decide to Stake Staking-Eligible Assets (Part I); and
(ii) Bitpanda Stakes your E-Tokens on their own account (Part II).

1.3. In addition to the provisions set out in this document, the general provisions of your "User Agreement" and the "E-Token Terms" apply to your use of the "Bitpanda Platform" and any action conducted over the Bitpanda Platform.

1.4. **Contracting Party.** Whenever you stake your Staking Eligible Assets, the contractual relationship is concluded between you and Bitpanda GmbH. These Staking Terms supersede and replace the existing terms between you and Bitpanda GmbH with regard to the provision of Staking Services.

Bitpanda GmbH is allowed to use a third-party service provider to offer its services.

1.5. **Conflicts of terms.** In case of a conflict between the User Agreement, other Product Terms and these Staking Terms, these Staking Terms shall prevail.

1.6. **Definitions.** The Definitions shall have the meanings ascribed to them in the Annex (*Definitions*) to these Staking Terms or in the User Agreement.

Part I: Your option to Stake on the Bitpanda Platform

2. **How to Stake and Unstake your E-Tokens**

2.1. Staking Services may be available for some or all of your E-Tokens.

Some features of Staking Services may only be available to certain customers, or they may only be available in certain geographic locations. This will be displayed in your Account.

2.2. **Requirements.** In general, each "Offer" to Stake must have a value of at least EUR 1.00 (as indicated on the Bitpanda Platform immediately before making the Offer). For certain Staking-Eligible Assets, the minimum transaction volume may be higher (if this is the case, the minimum value will be indicated on the Bitpanda Platform).

2.3. **Making an Offer.** To start Staking, you must submit an Offer to Stake on the Bitpanda Platform.

Each Offer to Stake is to be interpreted as an Offer to Bitpanda to Stake your selected Staking-Eligible Assets.

2.4. **Offer types.** On the Bitpanda Platform there are two offer types for staking:

2.5. **Staking of selected E-Tokens.** You need to actively offer to Bitpanda to stake (parts of) Staking-Eligible Assets.

2.6. **Auto-Staking.** You may elect that all the Staking-Eligible Assets in your Account will be automatically Staked by submitting an Offer to "Auto-Stake" on the Bitpanda Platform. If you select Auto-Staking you automatically submit an Offer to Bitpanda to Stake all E-Tokens in your Account once they become Staking Eligible Assets.

Assets must be available in your Account and eligible for staking prior to the scheduled auto-staking time ("**Cut-off Time**"). Bitpanda scheduled Cut-off Time for Auto-Stake is daily at 15:00 CET. Assets

added after the Cut-off Time may be included in the next Auto-Stake cycle.

Assets classified as Bonded Staked Assets must be added to your Account at least two (2) hours prior to the defined Cutoff Time to be included in the current Auto-Stake cycle. Bonded Staked Assets added after this two-hour window will be automatically deferred for staking in the following Auto-Stake cycle.

Bitpanda reserves the right not to act on your instructions to Auto-Stake (i.e. not to accept your Offer to Stake).

2.7.   **Staking Agreement.** Once Bitpanda accepts your Offer to Stake by factual fulfilment (*tatsächlicher Erfüllung des Angebots*), a "<u>Staking Agreement</u>" will be formed between you and Bitpanda. This agreement will have an indefinite term (unbestimmte Dauer) and will create a continuing obligation (Dauerschuldverhältnis) that binds both parties.

The E-Tokens that have successfully been Staked will be shown in your E-Token Wallet as "<u>Staked Assets</u>*"*.

2.8.   Since the acceptance of each Offer gives rise to a separate Staking Agreement, you may be party to multiple Staking Agreements at the same time.

2.9.   **Unstaking.** To discontinue the Staking of any of your Staked Assets you have to "Unstake" them on the Bitpanda Platform. By Unstaking these Staked Assets you choose to terminate the Staking Agreement, unless otherwise agreed.

If you have selected Auto-Staking, your unstaked Staking Eligible Assets will remain unstaked for 24h before you automatically and without further input or manual confirmation submit a new Offer to Stake your Staking Eligible Assets.

In case you want to terminate Auto-Staking, you have to elect the option to terminate Auto-Staking on the Bitpanda Platform. You cannot deactivate Auto-Staking for a single Staking Eligible Asset.

Subject to the sections below, upon Unstaking, you will be able to use your previously Staked Assets and all Rewards accrued for such Staked Assets.

2.10.   **Bonded Staked Assets.** Specific Staked Assets, called "<u>Bonded Staked Assets</u>", cannot be made available immediately after you

select "Unstake" on the Bitpanda Platform. The Bitpanda Platform displays a designated time frame during which Bonded Staked Assets transition from being bonded in a staking protocol to becoming freely accessible to you. This period starts when you initiate the unstaking process and is referred to as the "Unbonding Period". Upon initiating an Unstaking request, Bonded Staked Assets will remain Staked until the completion of the Unbonding Period. If you elect Auto-Stake, your unstaking time left may be two days.

2.11. **Unbonding Period.** The Unbonding Period of some Bonded Staked Assets might be up to two days. However, for certain Bonded Staked Assets, the Unbonding Period may be unknown and yet to be determined or changed by the Staking Asset Network. This is beyond Bitpanda's sphere of influence.

In such a case, Bitpanda will inform you, either (a) upon the occurrence of an event that allows for a determination of the Unbonding Period or (b) after such event has occurred. However, Bitpanda will inform you of the Unbonding Period, as early as possible.

From time to time in case of heavy utilisation, the Unbonding Period of a Staked Asset may be prolonged, and/or the ability to Unstake a certain Staked Asset may be suspended.

2.12. During the Unbonding Period, no Rewards for Staking will be distributed.

2.13. **Unstaking Risks.** Please note that in severe cases, the Unbonding Period may be several months during which your Staked Assets continue to be Staked.

2.14. **Using Staked Assets for other services.** You cannot trade any Staked Assets. Staked Assets must be Unstaked before they can be sold, swapped, or transferred (whether within the Bitpanda Platform or to an external wallet address), or used as a payment method.

2.15. **Obligation to understand and accept the risks.** It is your responsibility to adequately understand Staking and the risks associated therewith, and you must not participate in Staking unless you understand and accept such risks.

2.16. You must continuously monitor the developing risks associated with Staking. In the event that you consider that you no longer understand Staking, or the risks associated with Staking, or that you can no longer

accept the risks associated with Staking, you must immediately take steps to Unstake your Staked Assets.

3.   Staking Rewards

3.1.   **General.** When Staking, you are eligible to receive "Rewards", based on the amount of the Staked Assets and the rewards percentage set by the Staking Network, less any Bitpanda fees (as indicated below).

Rewards begin to accrue from the day that you submit an Offer to Stake.

During the Unbonding Period of a Staked Asset there will be no Reward distribution for your Staked Assets.

3.2.   The amount of the Rewards is determined by Bitpanda, and Bitpanda may also choose not to pay out Rewards. In any case, only rewards that Bitpanda received from the Staking Network can be paid out to you.

If you do not receive any Rewards, no fees pursuant to Clause 4 have to be paid.

To qualify for Rewards, your Staked Assets must remain continuously staked for a minimum of twenty-four (24) hours. The Staked-Assetsused to calculate the daily Rewards will be determined based on the staking period of the Staked Asset as recorded at the end of the day. Partial staking periods of less than 24 hours are not eligible for Rewards.

3.3.   **Estimated Rewards.** Indicative and estimated levels of Rewards for each of the respective Staking-Eligible Assets available on the Bitpanda Platform can be found here and are displayed on the Bitpanda Platform before you make an Offer to Stake. These estimates are for comparison only and may change or be withdrawn at any time from the Staking Network. Bitpanda does not guarantee that you will receive any Rewards.

3.4.   **Pay-out interval.** Accrued Rewards will be paid out once a week for every Staked Asset, regardless of the applicable rewards period of the Staking Asset Network, unless we tell you otherwise. This also applies if a Staked Asset needs to be claimed manually according to the Staking Network's protocol.

Paid-out Rewards will be shown as "Staking Rewards" on the Bitpanda Platform.

3.5. **No risk/revenue sharing.** Any Staking Agreement is independent of any other staking agreement between Bitpanda and any other customer and your Staked Assets are neither part of any risk nor revenue sharing scheme.

3.6. **Rewards staking / Compounding.** You authorise Bitpanda to automatically Stake your "Rewards" on the Bitpanda Platform for you, allowing your returns to compound over time. This means that the distributed Rewards are automatically enrolled into Staking at the time of Pay-out.

These additional Rewards are calculated based on the balance you accumulated as of your last Pay-out but start accruing from the date of the compound calculation as adjusted by Bitpanda at its sole discretion from time to time.

3.7. **Rewards Threshold.** If the amount of Rewards you have earned is less than EUR 0.01, you will not receive a Pay-out. The Rewards must reach at least EUR 0.01 for them to be distributed to you.

Staked Asset Threshold. If the value of the assets you have staked falls below EUR 1.00, you will not be eligible to receive Rewards.

4. Fee / Commission

4.1. There is no fee to Stake or Unstake. However, Staking services are subject to a commission.

4.2. **Commission.** A commission for the provision of the Staking Services will be charged. This commission will be automatically deducted from your Rewards before Rewards will be paid out to the Bitpanda Client. Depending on the BEST VIP Level of the Bitpanda Client as set out and defined point 1 of Annex I to the Bitpanda Loyalty Terms, the commission deducted by Bitpanda is as follows:

BEST VIP level	Commission
No BEST VIP level	20%

Level 1	18%
Level 2	16%
Level 3	14%
Level 4	12%
Level 5	10%

5. Risks / limitation of liability

5.1. **General**. The use of Staking carries certain risks, for which Bitpanda assumes no responsibility as they are outside of the control of Bitpanda. An outline of these risks can be found here in Annex III of the User Agreement. The limitation of liability for any Bitpanda Company, according to Clause 10 of the User Agreement shall apply.

5.2. **Slashing**. In the course of Staking some Staking Networks impose penalties in case validators fail to operate services in accordance with the Staking Network. If a validator breaks the rules, such as being offline for too long or trying to cheat the system, they can lose a portion of the crypto-assets they have staked. This is done to help keep the network secure and honest ("Slashing").

No Bitpanda Company will be liable if the Slashing resulted from (i) malicious acts by third parties (e.g. hackers), (ii) failures, bugs or errors of the respective Staking Network or any software used by you, (iii) a force majeure event, or (iv) your breach of the User Agreement or these Staking Terms.

5.3. Bitpanda shall not be liable for any losses resulting from you not being able to dispose of your Bonded Staked Assets.

6. Discontinuation of Staking-Eligible Assets, Termination

6.1.   **Discontinuation of Staking-Eligible Assets.** Where an E-Token which is a Staking-Eligible Asset ceases to be eligible for Staking, it will not be possible to make a new Staking Offer for that E-Token.

Where you have already entered into a Staking Agreement in respect of such an E-Token, you will be informed of the fact that the relevant E-Token is no longer a Staking-Eligible Asset and that the Staking Agreement will be terminated.

Unconnected Staking Agreements will remain unaffected.

6.2.   **Termination.** Bitpanda can end Staking and/or individual Staking Agreements by sending a written email notice to you. The notice period shall be 30 days. The termination of Staking as a whole shall also include the termination of your associated Staking Agreements.

6.3.   **Unstaking.** Bonded Staked Assets will be Unstaked immediately upon the later of the expiry of the relevant notice period and the expiry of the Unbonding Period. All other Staked assets will be Unstaked immediately upon the expiry of the relevant notice period.

6.4.   *THIS CLAUSE* is without prejudice to the termination rights set out in the User Agreement.

Part II: Bitpanda's right to Stake your E-Tokens on our own account

1.   Please note that by agreeing to the E-Token Terms, you have consented to Bitpanda staking your E-Tokes in our own account, if you are not staking them yourself, in accordance with Part I above.

For more information, please refer to Clause 5 of the E-Token Terms.

Your E-Tokens are never at risk when Bitpanda stakes on its own account and for its own benefit under Clause 5 of the E-Token Terms. Any potential losses incurred in connection with Bitpanda staking in our own account will be borne exclusively by Bitpanda. For transparency, we reiterate that all proceeds resulting from such staking (Staking Rewards) shall accrue solely to Bitpanda.

Annex

Definitions

Definition	Meaning
Auto Staking	means your binding offer to Bitpanda to Auto-Stake all your Staking-Eligible Assetsas soon as these become available to you.
Bitpanda GmbH	means Bitpanda GmbH, with its corporate seat in A-1020 Vienna, Stella-Klein-Löw Weg 17, registered with the commercial register of the commercial court Vienna under FN 569240v.
Bitpanda Platform	means the platform operated by Bitpanda which is offered via online or electronic means, mobile application as well as associated APIs of such platform or application which enable the user to trade or invest in the Supported Assets.
Bonded Staked Assets	means Staked Assets, that do not allow an immediate termination of Staking. While in this bonded state, the assets cannot be freely transferred, sold, or otherwise disposed of until they are "unstaked" and go through an Unbonding Period.
Crypto-Assets	means a digital representation of a value or of a right that is able to be transferred and stored electronically using distributed ledger technology or similar technology (as defined in Art 3 para 1 no 5 MiCAR).
Cut-off Time	means the point in time by which Staking-Eligible-Assets must be in your account in order to be included in the next staking cycle.
E-Token	means the interface representation of Crypto-Assets on the Bitpanda Platform.
E-Token Terms	means the document E-Token Terms, which you can find here.
Offer	means your binding offer to Bitpanda to Stake your E-Token. Any Offer must be issued and confirmed in accordance with the Offer process set out in the User Agreement.
Product Terms	means the entirety of the individual terms and conditions that shall apply for a specific product, which are set out in specific legal documents in our legal repository https://www.bitpanda.com/en/legal.

Proof of Stake	means the consensus mechanism that validates network transactions by people who Stake their E-Tokens to help ensure that only legitimate data and transactions are added to a blockchain.
Rewards	means the benefits you can receive for Staking your E-Token on the Bitpanda Platform and are based on the amount of your Staked Asset and the rewards rate of the Staking Asset Network, minus any fees of Bitpanda.
Slashing	means a penalty mechanism in blockchain networks to ensure validator compliance and network security. Validators may have a portion of their staked assets forfeited (slashed) if they engage in malicious activities. This may lead to the loss of some or all Staked Assets.
Staking or Stake	means the process on the Bitpanda Platform, whereby you may participate in the process of proving the validity of network transactions and creating blocks in a Staking Network by, for example, placing a certain amount of E-Tokens in a particular wallet of a Staking Network.
Staking Agreement	means a contractual agreement between you and Bitpanda that begins with the acceptance of an Offer by Bitpanda. The Staking Agreement has an indefinite term and constitutes a continuous obligation between the parties.
Staked Assets	means E-Token that have been Staked successfully on the Bitpanda Platform
Staking-Eligible Assets	means certain E-Tokens, selected by Bitpanda from time to time to be eligible for Staking on the Bitpanda Platform, whose underlying protocol employs a Proof-of-Stake consensus mechanism or similar arrangement.
Staking Network	means the respective Proof-of-Stake blockchain of the relevant Staking-Eligible-Asset.
Staking Terms	means this document.
Transaction	means a contractual relationship that is the result of any Bitpanda Company accepting an Offer from you in accordance with the acceptance procedures set out in the User Agreement and the Product Terms.
Unstaking	means the process of withdrawing or releasing previously Staked Assets by removing them from a bonded or staked state.

Unbonding Period	means the duration until the end of the staking period for Bonded Staked Assets. The Unbonding Period may be unknown and/or is subject to a compliance decision of the respective Staking Network.
User Agreement	means the document User Agreement and all Annexes and documents referred therein.