
Austrian Securities Supervision Act 2018 (WAG 2018)

Investor Information Document on A-Token

Translation Disclaimer

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1 General information requirements

This Investor Information Document pursuant to the Securities Supervision Act 2018 ("**WAG 2018**") applies exclusively for all transactions, contracts and business relationships concerning A-Token between the Bitpanda Financial Services GmbH (hereinafter "Financial Services") and its customers, in particular for transactions and business relationships with regard to the provision of financial services for payment using the online platform <https://www.bitpanda.com> or mobile applications provided by the Bitpanda GmbH ("Bitpanda" or "**Issuer**") and any associated technical interfaces/APIs of any said platform and application ("Bitpanda Systems").

The Bitpanda systems are not only used by Financial Services, but also by other companies in the Bitpanda Group. For this reason, some Financial Services pages are specifically marked, for example, with the text "Powered by Bitpanda Financial Services" or similar.

1.1 Legal entity information

Bitpanda Financial Services GmbH
Stella-Klein-Löw Weg 17
1020 Vienna
Email: support@bitpanda.com
Internet: www.bitpanda.com
Commercial register: Commercial Court Vienna
Company Register number: FN 551181 k
UID number: ATU76536535

Bitpanda Financial Services GmbH is subject to regulation by the Austrian Financial Market Authority ("**FMA**"), 1090 Vienna, Otto-Wagner Platz 5.

1.2 Licence

Pursuant to the licence granted by the FMA, Financial Services is an investment firm as defined in section 3 of the WAG 2018 and is as such entitled to provide the investment services of "accepting and transmitting orders relating to financial instruments".

1.3 Legislation and applicable Law

The applicable legal provisions are, in particular, WAG 2018 and the Delegated Regulation (EU) 2017/565 in their respective valid version. The contractual relationships are subject to Austrian Law.

1.4 Communication and reference to the capital market prospectus as well as legal documents

The customer (also referred to as "**A-Token Client**") shall use German or English as the language of communication with Financial Services and Bitpanda. All contact, both on the part of the customer and by Financial Services and Bitpanda, shall be conducted exclusively by electronic means. The customer has explicitly agreed to communication as well as to the receiving of documents via electronic means.

A capital market prospectus including supplements pursuant to the Capital Markets Act 2019 ("**KMG 2019**") has been prepared and published for A-Token. In addition, A-Token Clients have access in particular to the respective PRIIPs key information document and a cost transparency document. These documents can be downloaded at www.bitpanda.com/de.

Upon request, private customers may also receive the WAG 2018 information in paper form free of charge (section 48 para 5 WAG 2018).

2 Information on the services and financial instruments

Financial Services distributes (brokers) financial instruments (e.g. derivative products and financial contracts for difference), which are issued by Bitpanda as the issuer. In this context, Financial Services provides the securities service of accepting and transmitting orders in relation to the financial instruments issued by Bitpanda. Financial Services is required under section 73 para. 7 WAG 2018 to point out that the products it distributes are **proprietary products** (as defined below).

"**Proprietary Products**" are financial products, whose distribution produces a direct or indirect benefit for the investment firm, for an affiliated undertaking or for a relevant person within the investment firm beyond the compensation for the investment service. As the parent company of Financial Services, Bitpanda is an affiliated company and is therefore offering its proprietary product through Financial Services.

Financial Services does not make any investment decisions, provide any dependent or independent (investment) advice, or provide any portfolio management services. Particularly the composition of the A-Token product or the stocks, ETFs/funds, ETCs, ETNs and certificates offered as underlyings within this framework shall not be construed as (investment) advisory services.

For detailed information on the A-Token and the respective underlyings, Financial Services refers to the investment prospectus pursuant to KMG 2019 including supplements ("**prospectus**") and the respective PRIIPs-KID. Information about the fees is provided in the Cost Transparency Document. The contractual relationship between Bitpanda and the customer is based on the derivatives contract including the applicable Terms and Conditions, "**T&C**".

With regard to the target market, the products distributed by Financial Services are intended for private customers, professional customers and eligible counterparties. Financial Services does not accept or keep client funds from customers. Financial Services also does not hold financial instruments of its customers at any time.

Some of the financial instruments distributed by Financial Services represent high-risk investments. Accordingly, a high level of risk tolerance is necessary in some cases for an investment. Customers are informed that investments offered by Financial Services represent in some cases a high risk and an equivalent risk tolerance is required.

Individuals should not invest in the products distributed by Financial Services if:

- they desire full protection of capital or full repayment of the amount invested;

- are risk averse or do not have a high risk tolerance;
- are not prepared to lose (at least parts of) their investment;
- want to acquire products offered by Financial Services by means of a loan or on credit.

Prior to the first transaction of A-Token, which qualifies as derivatives contracts under section 1 no 7 letter d WAG 2018, Financial Services is required, pursuant to the provisions of WAG 2018, to request personal data of its customers. This may include – where relevant – the following information:

- Knowledge and previous experience with investing, including: information on the nature of the service, transactions and financial instruments with which the customer is familiar, the nature, size and frequency of transactions using financial instruments carried out by the customer, educational background and occupation or previous professional activities;
- Further customer identification information in the sense of the Anti-Money Laundering Act ("**FM-GwG**") is also obtained during the initial registration process.

The customers are classified as "appropriate" and "not appropriate" as part of the framework of the appropriateness test with regard to the products distributed by Financial Services. In the case of "not appropriate", customers are informed that the product, this means the A-Token (derivatives contract), is not appropriate for their experience and level of knowledge. After this warning the customer can decide whether the transaction should still be executed. Financial Services also recommends that the customers familiarise themselves with the risks of the product as part of the appropriateness test. Should a customer be classified as "not appropriate", Financial Services reserves the right to exclude the customer from the transaction.

Financial Services reserves the right to refuse customers for regulatory, prevention of money laundering or other reasons. If this is the case, the customer will not be able to acquire the product.

Only fully registered and verified customers can make use of the services and benefits distributed via the Bitpanda systems. If the establishment of a customer relationship between Bitpanda and/or Financial Services and the potential customer would lead to the violation of any applicable legal guidelines or other breaches of trust and/or business relationship, Bitpanda and/or Financial Services will exclude any such persons from using their services and benefits. In addition, legal guidelines can lead to Bitpanda or Financial Services terminating customer relationships which are already in place with immediate effect or closing or blocking Bitpanda customer accounts. In all of the above cases, an affected (potential) customer is excluded from the acquiring and the returning of the financial instruments distributed via the Bitpanda systems.

Furthermore, pursuant to the FM-GwG, Financial Services is obliged to obtain information from customers in order to prevent any potential risks of money laundering or terrorist financing. Furthermore, in order to prevent money laundering and terrorist financing, Financial Services is obliged to identify the account holders, persons with signing and disposal authority, as well as the beneficial owners and persons authorised to represent them and to query their PEP (politically exposed persons) status and the possible existence of trust.

The data collected by Financial Services is processed and stored for as long as it is necessary for contractual and legal fulfilment.

3 Information on customer classification

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WAG 2018 identifies three categories of investors: "Retail customers", "Professional clients" and "Eligible counterparties". As a rule, all customers are classified by Financial Services as retail customers and a change in classification is only made after internal approval. Customers are hereby informed of their respective classification as retail customers. The purpose of classification is to ensure that customers are appropriately handled according to their knowledge and experience of financial instruments and the nature, frequency and size of any such transactions.

3.1 Professional clients

Professional clients are defined by the WAG 2018 as, for example, the federal government, the federal states, credit institutions, investment firms, insurance companies, capital investment companies as well as other large companies that meet at least two of the following criteria:

- Balance sheet total of at least EUR 20 million
- Net revenue of at least EUR 40 million
- Equity of at least EUR 2 million

3.2 Eligible counterparties

Certain professional clients, in particular credit institutions and investment firms, are to be considered eligible counterparties. Eligible counterparties are entitled to the lowest level of protection provided by WAG 2018, in particular, principles of order execution (execution policy) or the suitability and appropriateness tests for the placing of orders do not apply.

3.3 Retail customers

All customers, who are neither professional clients nor eligible counterparties, are retail customers. In the case of Financial Services, all customers are treated as "retail customers" pursuant to the provisions of WAG 2018, unless a different classification is applied to individual customers.

3.4 Modification to customer classification

Financial Services classifies all customers as private customers pursuant to the provisions of WAG 2018; professional customers and eligible counterparties thus also fall into this customer category in principle. Any upgrading will only be made upon request and will be subject to the approval of the Managing Directors of Financial Services.

4 Information on reporting obligations

The customer will receive confirmation of the order no later than the first business day after the order has been executed. The report will be sent by email to the email address provided by the customer during their registration.

An overall statement of the costs associated with the transactions and the investment services which are carried out is also sent to the customer annually ex post.

5 Information and risk disclosures regarding financial instruments

The following sections describe general risks associated with financial instruments as well as specific risks involved with derivatives contracts. The below risk information describes the most relevant risks but must not be understood as conclusive enumeration of all risks potentially involved. If any or a combination of these risks actually occurs, the business, prospects, shareholders' equity, net assets, financial condition and results of operations

(*Vermögens-, Finanz- und Ertragslage*) or general affairs of the Issuer could be materially and adversely affected.

Bitpanda customers must consider all of the risks and take their individual situation into account. Trading financial instruments and especially derivative contracts can result in partial or total loss of the invested capital.

Prospective investors should be prepared and able to sustain losses of the capital invested up to a total loss. Prospective investors are advised to carefully read the risks associated with the A-Token.

Prospective investors should note that the risks summarised in this section are the risks that the Issuer believes to represent the principal risks inherent in investing into the A-Token. Not all potential risks may be able to be anticipated. Additionally, certain or all risks mentioned in this section as examples may not only occur individually, but together and simultaneously. This will particularly be the case if there is a strong correlation between the risks. This means that the occurrence of one risk can also lead to the manifestation of other risks that are closely linked to this risk. The occurrence of individual risks can thus sometimes trigger a chain reaction and lead to the occurrence of other risks, which mutually exacerbate each other.

Customers' attention is expressly drawn to the published capital market prospectus pursuant to the KMG 2019 and the supplements. The risks associated with A-Tokens are described in particular in these documents.

5.1 General investment risks

Currency risk

If a financial instrument in a foreign currency is chosen, the return or performance of this transaction depends not only on the local return of the financial instrument in the foreign market, but also strongly on the development of the exchange rate of the foreign currency in relation to the base currency (e.g. GBP, USD) compared to that used by the investor. The change in the exchange rate may therefore increase or decrease the return and value of the investment.

Transfer risk

For transactions with a foreign reference (e.g. foreign underlying), there is, depending on the respective country, the additional risk that political or exchange control measures may prevent or hinder the investment from being made. In the case of foreign currency transactions, such measures may also result in the foreign currency no longer being freely convertible. In addition, underlyings of the derivatives offered by Financial Services can lose considerable value and therefore also reduce the respective equivalent of invested capital.

Country Risk

Country risk represents the credit risk of a country. If the country in question represents a political or economic risk, this can have a negative impact on all counterparties situated in that country and therefore on the underlyings.

Liquidity risk

The ability to acquire, terminate or settle an investment at any time at fair market prices is called tradability (= liquidity). A liquid market can be defined as when an investor is able to trade their financial instruments for an order of average size (measured by the usual market turnover volume) without causing noticeable price fluctuations and which cannot be settled or can only be settled at a significantly-changed price level. At the moment, the products brokered by Financial Services can only be returned to Bitpanda. As the contract can only be terminated vis-à-vis Bitpanda and no transfer options exists, there is a significant risk that

Bitpanda, for a variety of reasons, may not be able to fulfil these financial claims, so that the product cannot be terminated at any time.

Credit risk

Credit risk is defined as the risk of counterparty insolvency, i.e. a possible inability to meet its obligations, such as dividend payments, interest payments, repayments, etc., on time or in full. Alternative terms for credit risk are debtor or issuer risk. In the case of A-Token, there are two different credit risks, that of the respective issuer/fund provider of the underlying and that of Bitpanda as the issuer of the derivative. In both cases, high losses, up to and including a total loss, must be expected in the event of insolvency.

Price/Market risk

Price or market risk represents the possible fluctuations in value of individual investments. Price risk can lead to considerable losses of capital, as the value of the underlying and therefore of the derivative contract can fall considerably.

Total loss risk

Total loss risk represents the risk that an investment may become worthless. In particular, total loss can occur if the issuer of a financial instrument is no longer able to meet its payment obligations for economic or legal reasons (insolvency). There is also a risk of total loss if the issuers of financial instruments get into financial distress and the settlement authority responsible for the issuer uses settlement instruments, such as deleting shareholders' stocks or using creditor participation instruments (bail-in), which may result in a reduction in the nominal value of the underlying bonds.

Purchases of financial instruments on credit

The purchase of financial instruments on credit constitutes an increased risk. The loan taken out must be repaid irrespective of the success of the investment. In addition, the cost of the loan reduces the return. The purchase of financial instruments on credit is explicitly not recommended.

Tax aspects

The customer should consult a tax advisor to assess the effects of an investment on their personal tax situation. In all cases, the respective tax must be paid by the customer. Bitpanda/Financial Services neither retains tax nor provides tax advice.

5.2 Particular investment risks

The following comments describe risks which, from the point of view of Financial Services, may arise in connection with the products (i.e., here regarding the A-Token) it distributes. However, the listed risk factors are not exhaustive and the investor (also referred to as "**A-Token Client**") should carry out a thorough analysis before making an investment decision and, in particular, base this analysis on their own financial, legal and tax situation, their own risk tolerance and the statements in the documents provided by Financial Services. In addition, the potential A-Token Client's attention is drawn to the corresponding information documents, in particular, the prospectus, the PRIIPs-KID and other legal documents. In any case, an investment should only be made after a thorough analysis of these documents.

5.2.1 Issuer-related risk factors

Insolvency risk associated with Bitpanda GmbH

Financial Services intermediates Bitpanda products. Bitpanda is subject to the risk of insolvency. In the event of the insolvency of Bitpanda, repayment of the provided capital is not secured. As a limited liability company, the company's liability is limited to the existing

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corporate assets. There is therefore a risk that the A-Token Client's claims cannot be enforced. This risk exists, in particular, if Bitpanda's solvency deteriorates significantly and therefore its ability to make repayments is impaired. In the event of insolvency, a total loss or withdrawal in the amount of the insolvency amount must also be expected.

Risk of cyberattacks

Any unauthorised access to Bitpanda's specially secured crypto-asset wallets and/or successful cyber attacks may lead to substantial losses for Bitpanda and jeopardise Bitpanda's economic solvency. The effects depend heavily on the scope and depth of the respective attack. Successful cyber attacks can therefore generally lead to considerable losses for Bitpanda. In this context, however, it should be noted that Bitpanda attaches great importance to IT security and uses appropriate security measures. Unauthorised access still cannot be ruled out.

Business model risks

The Bitpanda Group operates a comparatively new business model as a part of its core business (crypto-assets) in a fast-moving industry. The business model and the success of the Bitpanda Group depend on various factors. Declining revenue, sharply rising costs, fierce competition and other factors may have a significant adverse effect on Bitpanda's business and financial position and on Financial Services. All of these factors are increasingly relevant to the business new financial product related to the A-Token.

Risk of default for Financial Services and Bitpanda partners

Financial Services and Bitpanda are exposed to the risk of default vis-à-vis financial institutions, crypto marketplaces and other partners with whom the company opens accounts or holds assets. Insolvencies in the financial or crypto trading sector may have a negative impact on the liquidity and solvency of the Bitpanda Group.

Reputation risk

Reputation risk is the risk of losing the trust of customers or other partners in Bitpanda or Financial Services. As reputation is closely linked to the success of the company, the Bitpanda Group always strives to meet all the requirements of customers, the community and other stakeholders in order to prevent damage to its reputation as far as possible. Damage to reputation may be caused by, among other things, customer complaints, hacking and data attacks, IT system failures, other technical disruptions, legal disputes or criminal or administrative proceedings on the part of the FMA. Reputation risk can lead not only to declining customer confidence, but also to lower trading volumes on the Bitpanda platform, illiquidity or even insolvency due to the associated decline in customer payments, which can lead to payment delays or a total loss of invested capital.

Conflict of interest

In general, conflicts of interest can take place between customers and Financial Services, between customers and other companies of the group of companies and between customers themselves. Information on conflicts of interests is set out in chapter 12 below of this WAG 2018 Investor Information Document.

Risk of an IT systems failure

The Issuer's business processes are complex, with significant reliance placed upon the proper functioning of its IT landscape, including that of its group affiliates (i.e. affiliates of the Bitpanda Group). IT systems and applications may fail for a variety of factors such as power outages, disruptions in internet traffic, software bugs or human error and may thus not achieve the desired results or fail to gain traction with customers. Furthermore, if the Issuer is not

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effective in anticipating the impact of changing (blockchain) technologies and artificial intelligence ("AI") on its business and is unable to effectively adapt to the constantly evolving technological landscape, its ability to successfully compete and attract customers may be impaired. In addition, Issuer highly depends on the functionality of crypto currency networks of the underlying crypto currency.

A failure of the IT systems of Bitpanda or Financial Services can have a significant impact on business operations. To a large extent, the severity of the impact on the Bitpanda Group depends on the duration of the outage. Technical or operational problems include e.g. the inability to log in, prices being displayed erroneously, errors or problems with regard to pricing, defects regarding technical interfaces, failure of the systems. All this could have a negative impact on the Issuer's creditworthiness and profitability and A-Token Clients may incur losses on their investment. A material failure in the Issuer's business processes, IT systems and applications or in its business continuity planning may severely disrupt the Issuer's business and could result in unanticipated reputational loss or damage and A-Token Clients may incur losses on their investment.

Hacking risk

The Issuer is inherently exposed to the risk that malicious third parties may seek to penetrate their systems and disrupt online operations, including gaining access to and stealing customer data or assets or perpetrate acts of fraud, extortion or other crimes using digital media.

Any hack of the assets purchased by the Issuer for its own hedging purposes could result in a default of the Issuer.

Data breach risk

The Issuer maintains significant amounts of customer data such as: (i) proof of identity and/or incorporation documents; (ii) residence or incorporation address; (iii) certain bank and securities accounts details; (iv) blockchain digital wallets information; (v) contact information and (vi) such other information requested by the Issuer from time to time. If a data breach or misappropriation of data occurred, or the Issuer is in non-compliance with applicable data protection rules this could have far reaching consequences for the Issuer including trading losses and reputational damage. Any of these factors may adversely impact the Issuer's business and could therefore have a negative impact on the Issuer's creditworthiness and profitability and A-Token Clients may incur losses on their investment.

Market risk

Bitpanda is subject to various market risks, the materialisation of which can have a significant adverse effect. These include, in particular, market fluctuations that have a negative impact on the products distributed by Financial Services. Large and unexpected price fluctuations, incorrect data or prices and weaknesses in hedging can therefore have a significant impact on the solvency of the Bitpanda Group. As other currencies are also accepted for transactions via the Bitpanda platform, exchange rates related to foreign currencies also represent a risk.

Market disruptions risk

There is a risk of market disruptions. A market disruption exists, if one of the following events occur and Bitpanda determines the existence of such event, at its own discretion: (i) Disruption of trade, (ii) disruption of the trading platform, (iii) failure to open or the early closure of a respective platform and (iv) concerns regarding pricing or other indications of incorrect pricing.

Operational risk

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Financial Services, as well as Bitpanda, is subject to operational risks, the materialisation of which may have a significant adverse effect on the business and financial position of Financial Services and Bitpanda. Operational risk is the risk of losses that may occur as a result of the inadequacy or failure of internal procedures, people and systems or as a result of external events. This refers, for example, to misconduct by an employee (deletion of databases, falsification of data due to typing errors, etc.). There is also the possibility of technical errors occurring, e.g. erroneous programming, incorrect prices or double payments. Furthermore, the possibility of fraudulent or malicious actions by employees, business partners or customers cannot be excluded. Appropriate measures have been taken as part of the internal control framework to avoid any such risks. Nevertheless, the possibility of operational risk occurring cannot be ruled out.

Occurrence of unexpected risks

Despite risk analysis, both Bitpanda and Financial Services could be exposed to unidentified or unexpected risks that could have a significant adverse effect on its business, financial position or operating results.

Combination of several risk factors

It can occasionally be the case that the risk factors listed here as examples do not occur individually, but instead together and at the same time. This will be the case especially if there is a strong interrelation (i.e. correlation) between the risks. This means that the occurrence of one risk can also lead to the manifestation of other risks that are related to this particular risk. The occurrence of individual risks can thus sometimes trigger a chain reaction and lead to the occurrence of further risks that mutually reinforce one another.

5.2.2 Investor and product-related risk factors

5.2.2.1 General risks

Market value risk

The market value of financial instruments depends on various factors and can be considerably lower than the purchase price. The price of derivative contracts is derived from the price of the underlying provided by price information service providers. The price development can be negative for the A-Token Client and, in certain cases, a sudden massive loss in value can also occur, which can also lead to a total loss of your invested capital

Issuer risk of insolvency

In addition to the insolvency risk of Bitpanda, the A-Token Client also bears the insolvency risk of the other issuers of the financial instruments offered by Financial Services. Insolvency risk is the risk that a company can no longer meet its liabilities or payment obligations. Even in the event that the issuer of a financial instrument distributed by Financial Services becomes insolvent, the A-Token Client shall bear the total loss of the invested capital.

Risk from automated investments

Bitpanda, together with Financial Services, offers automated investments in A-Tokens as part of the savings plan and Cash Plus. After the one-time activation by the customer, (regular) automated investments in A-Tokens are carried out. These investments run in the background and generally do not require any further action by the customer. The savings plan and Cash Plus have an unlimited term and only end when the customer actively terminates them. It can therefore happen that the customer forgets about the savings plan or Cash Plus and continuously unintentionally makes investments in A-Tokens. However, the customer may terminate a savings plan or Cash Plus at any time within the scope of the applicable

contractual provisions. Bitpanda shall inform the customer of any investment in A-Tokens that has taken place under a savings plan or under Cash Plus.

Please refer to "Cash Sweep Risk" below.

Risk of suspension of trading

There is a risk that the trading of financial instruments may be suspended, interrupted or terminated due to market disruptions or other reasons. In addition to the suspension of trading, the trading of certain financial instruments may also be suspended for an indefinite period of time or terminated altogether.

Impact of investment measures

While Financial Services products are held, so-called "investment measures" may take place, which may have a negative impact on the price of financial instruments. These measures may involve changes to the share capital, changes to the structure of stocks and voting rights or other changes to the capital shares of the company's shareholders. Depending on the type and impact of the investment measures, significant losses in value may occur.

Tax risk

Financial Services does not provide tax advice. The products offered by Financial Services are complex products from a tax point of view and may be assessed differently depending on applicable jurisdiction. Financial Services recommends the use of a tax advisor. Customers are solely responsible for the payment of all taxes.

5.2.2.2 Stocks

Stocks are securities that represent equity participation in a company. The most important rights of shareholders are the right to receive a stock of the company's profits and the right to vote at the general meeting.

Customers are not able to acquire stocks via the Bitpanda systems. It is only possible to acquire a derivative with an underlying stock. The derivative does not convey any voting rights or other rights regarding the issuing company; the A-Token Client is only entitled to withdrawal of the profit distributions associated with the underlying, as well as similar benefits in terms of value, to the extent that they have acquired A-Token for the respective stock. The A-Token Client will never receive a claim against the issuers of the stocks, but instead exclusively on Bitpanda as the issuer of the A-tokens.

Price risk

A stock is a security that is usually traded on a stock exchange. As a rule, the price is determined on a daily basis according to supply and demand. Stock investments can lead to significant losses.

In general, the price of a stock is based on the economic performance of the company as well as general economic and political conditions. Irrational factors (sentiments, opinions) can also influence price development and thus the return on the investment.

In addition, there are the risks described above (such as the insolvency risk of Bitpanda, risk of trading suspensions, etc.).

5.2.2.3 Stock certificates

A certificate representing stocks is a traded financial instrument that represents the stock of a foreign company. The foreign company issues stocks, which are sold to a depository bank. The bank then issues stock certificates based on the stocks. Such certificates are issued, for

example, in the USA (as an American Depositary Receipt ADR) or Europe (as a Global Depositary Receipt GDR).

Stock certificates and stocks are so similar in terms of the rights and obligations associated with them that they are treated almost identically from a legal perspective. The holder of a certificate representing a stock therefore generally has ownership rights to the underlying stock; for example, they receive dividends and other benefits in terms of value.

The Bitpanda systems do not allow customers to acquire stock certificates. It is only possible to acquire a derivative with an underlying stock certificate.

Price risk

A stock certificate is exposed to the same price risk as stocks. In addition, there are also other risks, since in the case of securities which represent stocks, due to prevailing law, the owner's position, warranty, etc. may be in a worse position than under EU or US law. Equally, the customer also bears the risk of a total loss in the event of the insolvency of the depository bank which issued the stock certificate.

5.2.2.4 Fund

An undertaking for collective investment in transferable securities (UCITS) serves the exclusive purpose of investing the funds raised from the public for collective account in liquid financial assets (e.g. securities, money market instruments). It is a special fund that is divided into equal units embodied in securities and is co-owned by the unit holders. The legal basis is Directive 2009/65/EC (UCITS Directive).

Customers are not able to acquire UCITS via the Bitpanda systems. It is only possible to acquire a derivative with an underlying UCITS.

The following fund types are also available as underlying assets for A-Tokens:

- **ETF**

Exchange Traded Funds (ETFs) are financial instruments that are traded on an exchange. As a rule, an ETF represents a group of securities that mirrors the composition of an index, i.e. it replicates the index through the securities included in the index and their current weighting in the index.

Customers are not able to purchase ETF via the Bitpanda systems. It is only possible to purchase a derivative whose underlying is an ETF.

Price risk

The risk depends on the underlying values of the respective group of securities.

In addition, the risks described above also exist (such as the risk of insolvency on the part of Bitpanda, risk of trading being suspended, etc.).

- **Money Market Funds (MMFs)**

Money market funds ("MMFs") are regulated by Regulation (EU) 2017/1131. MMFs invest in short-term assets and have single or cumulative objectives that focus on returns in line with money market rates or the stability of value of the investment

Customers are not able to acquire MMFs via the Bitpanda systems. It is only possible to acquire a derivative whose underlying is a MMF.

Price risk

The risk depends on the investment instruments of the fund. In particular, in the case of money market funds, interest rate decisions by central banks can also have an impact on the expected returns.

Cash Sweep Risk

In the context of a participation of Cash Plus, it cannot be excluded that an unintended or unintentional A-Token acquisition by the customer may occur.

Bitpanda customers can participate in Cash Plus. Cash Plus represents an opportunity to invest funds in the form of F-Tokens via the Bitpanda platform regularly and automatically at a defined time in A-Tokens with specific money market funds as underlying, whereby customers can determine the underlying money market funds via the deposit currency. If customers participating in Cash Plus have a balance on the Bitpanda platform at defined times (in relation to EUR 10:00 CET, GBP 10:00 CET, USD 16:00 CET), these will automatically be invested in A-Tokens with money market funds as underlying. There it can occur that the customer had earmarked these balances for another purchase on the Bitpanda platform or that these balances originate from a sale and were intended for disbursement. The customer participating in Cash Plus could thus possibly acquire product or a different product than he had originally intended if the customer had not actively used the balances before the respective defined times.

In addition, the risks described above are also present (such as the risk of insolvency on the part of Bitpanda, risk of trading being suspended, etc.).

5.2.2.5 ETC and ETN

Exchange Traded Commodities (ETCs) are exchange traded securities that allow the investment in commodities. They usually track an index, but can also be used to track the price performance of individual commodities. Despite the similarity in name to ETFs, these are not funds, but debt securities or certificates.

Exchange Traded Notes (ETNs) invest in asset classes that cannot be represented by ETCs and ETFs, such as cryptocurrencies.

Customers are not able to acquire ETCs or ETNs via the Bitpanda systems. It is only possible to purchase a derivative whose underlying is an ETC or ETN.

Price risk

The risk depends on the price development of underlying commodities, indices, commodity baskets and other underlying assets.

In addition, the risks described above also exist (such as the risk of insolvency on the part of Bitpanda, risk of trading being suspended, etc.)

5.2.2.6 Certificates

Certificates are complex financial instruments that combine certain characteristics of bonds and financial products. The return of a certificate depends on an underlying asset to which the respective certificate is linked.

Customers are not able to purchase certificates via the Bitpanda systems. It is only possible to acquire a derivative whose underlying is a certificate. Only open-end certificates without fixed repayment are used as underlyings for Bitpanda products.

Price risk

The risk depends on the price development of underlying indices and other underliers.

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In addition, there are in particular the risks described above (such as the insolvency risk of Bitpanda, risk of trading suspensions, etc.).

5.2.2.7 Derivatives

A-Tokens qualify as a derivative (financial instrument) under the WAG 2018.

Derivatives are financial instruments of which the value is derived from the price of another financial instrument or asset (the underlying). Underlyings are generally instruments or assets such as commodities, interest rates, stocks, currencies, etc. With the A-Token offered by Financial Services, only stocks, ETFs, funds/MMFs, ETCs, ETNs and certificates are used as underlyings. Due to the similarity mentioned above, stock certificates are treated in the same way as stocks and are therefore classified as "stocks".

The derivatives are based on underlying assets which they reflect 1:1. The value of the derivatives is therefore calculated on the basis of price information that Bitpanda receives from external providers. Based on the derivative contract, the user will indirectly, virtually and proportionately have a stake in the performance of the selected underlying and receive proportionate payments in the event of dividends. Bitpanda shall also endeavour to pass on other monetary benefits to customers as a result of investment measures, but there is no corresponding legal entitlement. Bitpanda is at no time obliged to procure or arrange for the customer to procure ownership of the underlying instruments or other rights associated with the ownership of stocks.

All A-Token offered by Bitpanda and Financial Services are derivatives.

Price risk

The return on derivatives (A-Token) is usually determined by the price performance of the underlying. In addition, in the case of A-Token, it also depends on the dividends or fund distributions (if the nature of the underlying assets of A-Tokens provides for the payment of dividends or fund distributions) of the underlying assets.

The risks described above and below (such as the risk of insolvency on the part of Bitpanda, risk of trading being suspended, etc.) exist in particular.

Market price risk

The price depends on the underlying instruments and assets. Fluctuations in the price of the underlying assets will have an effect on the profitability of the investment.

Price information service provider

The pricing of the underlyings is derived from price information service providers (in particular Lang & Schwarz Tradecenter AG & Co. KG). Lang & Schwarz Tradecenter AG & Co. KG is a benchmark administrator under the EU Regulation 2016/1011/EU (Benchmark Regulation) and thus regulated under the Benchmark Regulation in the EU. The prices derived from these price information service providers are outside of Bitpanda's influence and may show high volatility.

There is a risk that the prices are incorrect and/or (temporarily) unavailable. Any incorrect display of a price or a(n) (temporary) unavailability of such price could have far reaching adverse consequences for the Issuer, including mismatched hedging transactions, which in turn may adversely impact the Issuer's business and could therefore lead to A-Token Clients incurring losses on part or all of their investment.

In the event that no prices are available from the price information service providers with regard to the relevant underlying assets of the A-Token, for whatever reason, Bitpanda is entitled, at its sole discretion, to display the most recently received prices as the stable price

or to suspend the possibility of acquisition or return. In addition, Bitpanda may rely on other price information providers or modify them in accordance with the contractual provisions.

Counterparty risk

The A-Token Client is additionally exposed to the credit risk of the counterparty with respect to the risk of default of Bitpanda arising from the transaction and prior to the final settlement of the cash flow.

Any person who purchases A-Token is relying on the creditworthiness of the Issuer. Pursuant to the T&Cs, the A-Token will be obligations solely of the Issuer. No person has guaranteed the performance of the Issuer's obligations, and no A-Token Client has any direct enforcement right against any such person (including against any other partner or group affiliate of the Issuer or any shareholder of the Issuer). A-Token Clients are therefore subject to the risk of a partial or total failure of the Issuer to meet its obligations under the A-Token. Should this risk materialise, A-Token Clients may lose part or all of their investment.

No right to the underlying

Derivative contracts do not provide any right to the underlying asset. A-Token Clients are not entitled to ownership of the underlying asset of the A-Token. There is no option for any delivery of the underlying asset.

6 Execution policy

Financial Services' execution policy is included as Annex II in the General Terms & Conditions of Bitpanda Financial Services.

The execution policy can be found at:
<https://www.bitpanda.com/de/legal/general-terms-conditions-bitpanda-financial-services>

7 Information on investor compensation

Financial Services is a member of Anlegererschädigung von Wertpapieren GmbH (AeW), 1040 Vienna, Lambrechtgasse 1/10.

Financial Services shall at no time become a debtor to its customers. An attribution of activities of any of the Bitpanda companies, including the issuing company, Bitpanda GmbH, is excluded. If customers do not recover funds from any of the Bitpanda companies, there is therefore no compensation through the statutory investor compensation of securities companies (AeW). This applies especially in view of the fact that the customer does not acquire any transferable securities, but instead merely a claim against Bitpanda, on the basis of which they are to participate, among other things, in the price development of securities (in the case of A-Token). In the case of L-Tokens, the Bitpanda customer is a contracting party to a financial contract for difference with a cryptocurrency as the underlying. L-Tokens constitute financial contracts for difference and not transferable securities under the WAG 2018.

8 Information on complaints management

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

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

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

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

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

In all cases, the complaint will be handled and resolved as soon as possible. As a rule, Financial Services aims to process the complaint within a few working days and tries to send an appropriate reply to the customer.

Financial Services has established a complaints management process. All complaints are forwarded to the complaints management department without delay. An attempt will be made to inform the complainant about the processing and the estimated time for resolution within two business days. Should there be any delays, the customer will be informed of the reasons for this. Customer complaints are subject to strict confidentiality. Records concerning the actions taken to resolve complaints shall be kept for at least five years.

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

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

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

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

In general, Financial Services strives to respond to each complaint within a few days. In exceptional cases, a longer processing time may be necessary.

The reply will always and exclusively be sent by email to the email address registered in the Bitpanda system.

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

- Schlichtung für Verbrauchergeschäfte (Arbitration for consumer transactions), 1060 Vienna, Mariahilfer Straße 103/1/18: www.verbraucherschlichtung.at
- Ombudsman of the Professional Association of Financial Service Providers, available at fdl.ombudsstelle@wko.at
- The EU Commission platform for Online Dispute Revolution; Website: <https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>

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

9 Information on records

Financial Services is required by law to record telephone calls and electronic communications as part of the framework for accepting, forwarding and executing orders from customers. As telephone contact is not possible, the record-keeping requirement is only relevant for electronic communications. A copy of the records of electronic communication is available to the customer upon request for five years.

10 Information on protection of customer funds

To secure customer funds Bitpanda grants A-Token Clients a pledge on the Underlyings of the A-Token. For this purpose, Bitpanda's securities account (including settlement accounts) is covered by the pledge. Therefore, the A-Token Client agrees together with the derivative contract to a pledge agreement (see point 15 of the derivative contract) when acquiring and returning A-Token.

The pledge grants the A-Token Client a privileged position as a segregated creditor in the event of Bitpanda's insolvency. Instead of the insolvency quota, A-Token Clients receive back up to 100% of the invested capital because of the pledge agreement.

However, Financial Services explicitly points out that the customer is nevertheless exposed to the insolvency risks of the custody bank. Likewise, there is a legal risk as the right of segregation could be challenged by the insolvency administrator or other creditors in the event of insolvency.

For detailed information and examples on the collateralisation of client funds by means of pledges, see Chapter 2 item 1.13 of the prospectus.

11 Information on costs and additional costs

A detailed breakdown of costs can be found in the separate costs document (Cost Transparency Document). Financial Services notes that any costs incurred will be deducted from the amount invested in accordance with the terms of the costs document and an investment equivalent to the invested amount will be made. Detailed information on the pricing and costs of A-Token can also be found in the prospectus.

12 Information on the resolution of conflicts of interest

The following section describes the general dealing of Financial Services regarding conflict of interests.

Financial Services strives to avoid any potential conflicts of interest between the customers and Financial Services or any partner companies, as well as between other companies of the group of companies or between customers themselves.

A conflict of interest exists when the interests of Financial Services and its obligation to protect the best interests of the customer conflict with one another. Financial Services must also accept an advantage while, at the same time, the customer suffers or may suffer a disadvantage.

12.1 Potential areas for conflicts of interest

Conflicts of interest can take place

- between customers and Financial Services;
- between customers and other companies of the group of companies;

- between customers themselves.

12.2 Information on advantage acceptance

Advantages include, for example, commissions from third parties in connection with investment services for customers. This category also includes non-monetary benefits from other service providers in connection with the offered transactions, such as financial analyses or other information material, training, technical services and the opportunity to access third-party information systems.

Financial Services must not accept advantages from third parties unless they are designed to improve the quality of the investment service provided to the customer and this is disclosed to the customer in advance.

The Financial Services business model is based on a service contract between Bitpanda and Financial Services. The contract includes a service fee for the general acceptance and execution of orders. It does not include a fee for individual securities services between the customer and Financial Services. Financial Services therefore receives no third-party commission for investment services provided to the customer. Bitpanda's service fee covers all costs for the securities services provided.

12.3 Examples of conflicts of interest

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

- The existence of a financial or other incentive to place the interests of one customer or group of customers above the interests of another customer.
- Receiving or granting financial or non-financial advantages from or to third parties in connection with the provision of investment services to a customer without providing adequate quality enhancement related to the provision of investment services to customers.
- Receipt of performance-related remuneration by Financial Services or Bitpanda employees.
- The acquisition of information that is not known to the public.
- The brokerage of financial instruments for which there exists a credit relationship or an exclusive sales cooperation agreement with the issuer.

12.4 Information on the management of conflicts of interest

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

Financial Services has implemented measures, internal policies and procedures appropriate to its size and organisation and the nature, scope and complexity of its business to prevent or manage conflicts of interest.

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

The measures mentioned above include in particular:

- Internal guidelines as a basis for raising and managing circumstances that significantly harm or could harm the interests of one or more customers. The definition of

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procedures and standards of conduct that ensure the protection of client interests and prevent or manage conflicts.

- Implementing an independent compliance function to ensure that activities on behalf of customers or services provided to the customer are conducted in their best interest.
- The monitoring of the measures taken by the Compliance Officer and the Risk Manager to avoid conflicts of interest.
- Within the group of companies, different, independent confidentiality areas have been created to ensure that the disclosure of information does not exceed what is necessary for conducting regular business proceedings (need-to-know principle).
- Financial Services has issued written standards of conduct for employees for their personal business/own business, which are specifically intended to prevent the misuse of confidential information about customers or about business conducted with or for customers by employees. In addition, written standards of conduct or rules regarding the acceptance of gifts that may lead to an impairment of an employee's impartiality or other breach of duty, as well as a Code of Conduct, have been issued.
- Financial Services does not conduct financial analyses itself.
- Financial Services does not use a volume-based remuneration system for employees or other third parties and does not receive any volume-based remuneration itself.
- A reporting system is in place for employees' personal transactions to monitor any misuse of confidential information about customers or about customer transactions.
- The employees of Financial Services and Bitpanda are continuously trained and made aware of these issues.
- Financial Services has not employed any advisors or agents and does not provide any advisory services or make any investment decisions.

12.5 Disclosure of conflicts of interest

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

The following potential conflicts of interest are disclosed by Financial Services and Bitpanda.

12.5.1 Potential conflicts of interest in connection with trading suspensions

This potential conflict of interest arises between the customer and Bitpanda, as the customer has an interest in being able to acquire or terminate their positions at any time. However, it may be the case that Bitpanda suspends trading, resulting in a conflict of interest. It is also possible that Bitpanda does not receive the price information required to arbitrate the distributed financial instruments (e.g. due to technical difficulties) and, as a result, switches to "off-exchange" and the last available price is used for pricing. A further conflict may arise if Bitpanda suspends trading for a longer period of time in order to avoid a financial loss, which could result in a financial loss for the customer. In addition, Financial Services is also entitled to suspend the acceptance of orders, which in effect amounts to a suspension of trading.

12.5.2 Possible conflicts of interest in connection with Proprietary Products

This potential conflict of interest arises between the customer and Financial Services. The conflict is characterised by the fact that the A-Token offered by Financial Services is a

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Bitpanda Proprietary Product. The conflict is characterised by the fact that the A-Token offered by Financial Services is a Bitpanda product and Financial Services, as an affiliated company, subsequently offers a Proprietary Product (see also chapter 2 of this document), which can lead to a financial advantage for Financial Services and must be disclosed pursuant to section 73 (7) WAG 2018.

Accordingly, the fee structure of the entire Bitpanda group differs from the fee calculation for the brokerage of "classic" securities. This also implies that an investment via the Bitpanda platform can generally be more expensive than via other brokers, for example if large investments are made or if purchases/returns are made during weekend or overnight hours (Mon – Fri 22:00 – 08:30 as well as weekends and holidays). Due to the fee structure, the costs also depend significantly on customer investment behaviour.

12.5.3 Potential conflicts of interest in connection with corporate actions

This potential conflict of interest exists between the customer and Bitpanda. A conflict may arise if the customer were to choose a course of action different to Bitpanda as part of any shareholder decision-making. This could occur, for example, if the customer wishes to use their pre-emptive right to additional stocks in a stock split, but Bitpanda does not. Another example would be the customer's wish to receive a cash dividend, while Bitpanda chooses the stock dividend. Bitpanda could place its own advantages above the customer's benefit here.

12.5.4 Potential conflicts of interest related to voting rights

This potential conflict of interest arises between the customer and Bitpanda. The reason for the conflict is that the customer does not acquire the underlying of the derivative itself as part of the framework of the A-Token. It is instead held by Bitpanda. This means that it is not possible for the customer to exercise voting rights arising from the underlying itself, instead this is done by Bitpanda. Since the interests of Bitpanda and the customers may diverge, voting rights may be exercised that are not in the interests of all customers or their investment decisions and portfolios.

12.5.5 Potential conflicts of interest related to Bitpanda's exercisable rights

This potential conflict of interest exists between the customer and Bitpanda. The conflict is that Bitpanda can exercise the contractual exercisable rights at any time as part of the framework of the A-Token product. This can lead to a premature termination of the contract or a refusal to withdraw the A-Token. Both scenarios can be enforced against the interests of Bitpanda's customers.

13 Prohibited behaviour

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

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

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

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

13.1 Insider trading

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

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

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

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

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

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

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

13.2 Market manipulation

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

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

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

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

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

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

- Securing a dominant position with the consequence of setting the purchase and return prices directly or indirectly or other unfair trading conditions;
- Buying or selling financial instruments at the close of the market with the consequence that investors acting on the basis of the closing price are misled;
- Exploiting access to media by giving an opinion on a financial instrument and then benefiting from the impact on the price of that financial instrument.

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

14 Notice of considerable changes

Amendments and additions to this document may be made by Financial Services at any time and shall take effect on the earlier of:

- (i) the customer accepting the amended information online;
- (ii) the passing of one month following the publication of the amendments or additions to this document.

The customer is entitled to terminate all contractual relationships with Financial Services with immediate effect before any such changes come into effect, without the need to comply with any agreed termination dates or periods and without incurring any costs for such termination.

Changes to this information document, including which new charges are to be introduced or existing charges are to be increased, will be communicated to the customer by Financial Services. With this communication, Financial Services will request that the customer accepts the amended charges online within one month. If the customer does not agree, all contractual relationships shall be deemed terminated upon the expiration of the one month period.

15 Consumer's right of withdrawal

Financial Services offers financial services using a means of distance communication and therefore falls within the scope of the Distance Financial Services Act (Fernfinanzdienstleistungsgesetz/"**FernFinG**").

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

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

Please refer to the Annex of this document regarding the information pursuant to the FernFinG and Austrian Consumer Protection Act ("**KSchG**").

16 Confidentiality

Financial Services agrees to treat all information received from customers in connection with the customer account or transactions as confidential. Corresponding confidentiality areas have been established in order to maintain confidentiality.

ANNEX 1 Information pursuant to the FernFinG

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

Annex 1 includes information on (i) Bitpanda Financial Services GmbH and (ii) Bitpanda GmbH. Bitpanda Financial Services GmbH receipts and transmits A-Token orders, which are issued by Bitpanda GmbH, to Bitpanda GmbH. Each A-Token Client has a contractual relationship with Bitpanda Financial Services GmbH regarding the reception and transmission of the A-Token order and with Bitpanda GmbH regarding the A-Token (derivative contract), which qualify as financial instruments pursuant to section 1 no 7 WAG 2018 ("**Financial Instruments**").

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

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

Bitpanda Financial Services GmbH ("Bitpanda Financial Services")

Licensed investment service firm with the Austrian Financial Market Authority ("FMA") (see point 1.3)

Stella-Klein-Löw-Weg 17

1020 Vienna

Commercial register: Vienna Commercial Court

Register number: 551181 k

VAT no.: ATU76536535

Mobil: +43 (676) 903 74 05

Email: support@bitpanda.com

Bitpanda Website: www.bitpanda.com

Bitpanda Financial Services offers the financial service of reception and transmission of orders in relation to financial instruments issued by Bitpanda GmbH ("**Bitpanda GmbH**" or "**Issuer**").

Information on the Issuer:

Bitpanda GmbH

Stella-Klein-Löw-Weg 17

1020 Vienna

Commercial register: Vienna Commercial Court

Register number: 569240 v

Bitpanda GmbH is registered as a provider in relation to virtual currencies (virtual asset service provider; "**VASP**") pursuant to section 2 no 22 FM-GwG with the FMA.

1.2 Main business activities:

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Bitpanda Financial Services: Financial services pursuant to section 1 no 3 litera a WAG 2018 (reception and transmission of orders of financial instruments) as licensed investment firm.

Bitpanda GmbH: VASP and issuer of Financial Instruments.

1.3 Competent supervisory authority:

Financial Market Authority ("FMA")

Otto-Wagner-Platz 5

1090 Vienna

P: (+43) 1 249 59-0

F: (+43) 1 249 59 5499

Website: www.fma.gv.at

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

2.1 Main characteristics of the financial services

The Financial Instruments (i.e., A-Token) which are distributed by Bitpanda Financial Services are issued by Bitpanda GmbH. The respective derivative contracts are concluded between Bitpanda GmbH and the Bitpanda A-Token Client as contractual parties.

Information about the A-Token (qualifies as derivative contract pursuant to section 1 no 7 letter d WAG 2018) is set out in the respective legal documents (especially in the Investor Information Document and the PRIIPs KID. The documents are available for download via the Bitpanda Website (www.bitpanda.com).

2.2 Total price/fees

Information about the fees and other costs involved with the A-Token is set out in the Cost Transparency Document. All documents can be downloaded on the Bitpanda Website. Please also refer to the prospectus (Chapter 2 point 14 and 20).

2.3 Risk related to A-Token

The underlying of the A-Token are financial instruments and other assets. Fluctuations in the price of the underlying assets influence the market price of the A-Token. The price depends on fluctuations in the financial market outside of the control of Bitpanda Financial Services or the Issuer. Historical performances are no indicators for future performances.

Trading A-Token can result in the total loss of the invested capital. Please refer to chapter 5 (risk disclosure) of this Investor Information Document and the explanations in the published investment prospectus (including the supplements) and consider the risks involved with the A-Token.

2.4 Taxes

The A-Token Clients should consult a tax advisor to assess the effects of an investment on their personal tax situation. In all cases, the respective tax must be paid by the A-Token Clients. Bitpanda Financial Services or the Issuer neither retains tax nor provides tax advice.

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

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

2.6 Payment and performance

Bitpanda Financial Services does not charge any fee for the reception and transmission of A-Token orders from the A-Token Client.

Information on the payment procedure of A-Token is set out in the prospectus (see Chapter 2 point 1.5).

3 Information on the distance contract pursuant to section 5 para 1 no 3 FernFinG and section 3 KSchG

3.1 Right of withdrawal pursuant to section 8 FernFinG as well as section 3 and 3a KSchG

Consumers are fully informed about the statutory provisions regarding the right of withdrawal pursuant to section 8 FernFinG as well as section 3 and 3a KSchG. There is only a right of withdrawal if all legal provisions for the right of withdrawal are fulfilled and no exemptions exist.

Section 8 FernFinG

- (1) The consumer shall have the right to withdraw the contract or his/her contract statement prior to the expiry of the periods set forth in para 2.
- (2) The time limit for withdrawal shall be 14 days, except for life insurances within the meaning of the Directive 2009/138/EC on the taking-up and pursuit of the business of Insurance and Reinsurance (Solvency II) (recast), OJ L 335, 17.12.2009, p. 1, as amended by Directive 2014/51/EU, OJ L 153, 22.05.2014, p. 1, and for distance marketing contracts on old-age provision for individuals where the time limit shall be 30 days. In any case, the time limit shall be deemed complied with if the withdrawal is stated in writing or on another permanent storage medium available and accessible to the recipient and if such statement has been sent off prior to the expiry of the time limit.

- (3) The time limit for withdrawal shall begin on the day of conclusion of the contract. For life insurances (para 2), the time limit shall begin at the time when the consumer is notified of the conclusion of the contract.
- (4) If, however, the consumer has received the contract terms and marketing information only after conclusion of the contract, the time limit for withdrawal shall begin upon receipt of all such terms and information.
- (5) Within the time limit for withdrawal, the consumer's express consent shall be required for commencing on the performance of the contract.

Sec 10 FernFinG establishes **statutory exemptions from the right of withdrawal**.

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

The products marketed by Bitpanda Financial Services or Bitpanda GmbH are contracts for financial services or financial instruments, the price of which is subject to fluctuations on the financial market over which the company has no influence and which may occur within the withdrawal period, therefore there is **no right of withdrawal** (Sec 10 no 1 FernFinG).

Section 3a KSchG

- (1) The consumer may also withdraw his/her contract application or contract if circumstances which are significant for his/her consent and which the entrepreneur has represented in the course of the contract negotiations as being highly likely to come to pass are found not to occur at all or only to a substantially lesser degree.
- (2) Significant circumstances within the meaning of para 1 shall be:
 1. the expectation of a third party's contribution or consent as required for the entrepreneur to render performance or the consumer to make use of it,
 2. the prospect of tax benefits,
 3. the prospect of public subsidies, and
 4. the prospect of a loan.

- (3) The contract may be withdrawn within one week. This period shall commence when it becomes obvious to the consumer that the circumstances listed in para 1 have not come to pass at all or to a substantially lesser extent than promised and the consumer has been furnished with written instructions on this right of withdrawal. At the latest, the right of withdrawal shall expire one month after the complete performance of the contract by both contracting parties, or, in the case of bank contracts of a term of more than one year, one month after the contract has been brought about.
- (4) The consumer shall have no right of withdrawal if and when:
1. s/he knew or was bound to know already during the contract negotiations that the significant circumstances will not come to pass at all or only to a substantially lesser degree,
 2. an exclusion of the right of withdrawal has been negotiated on a case-to-case basis,
 3. the entrepreneur agrees to make a reasonable adjustment to the contract, or
 4. the contract is subject to the Insurance Contract Act.
- (5) Section 3 para 4 shall apply mutatis mutandis to the notice of withdrawal.

Section 3 para 3 KSchG establishes **statutory exemptions from the right of withdrawal**. Consumers have especially no right to withdraw if there was no meeting between the businessperson (here: Bitpanda Financial Services or Bitpanda GmbH) and the consumer before the contract was concluded (Sec 3 para 3 no 2 KSchG).

Section 3 KSchG

- (1) If the consumer does not submit the contractual statement at the premises permanently used by the entrepreneur for the purposes of his business, or at a stand used by the entrepreneur for such purposes at a fair or market, the consumer may withdraw his order or contract. Notice of withdrawal may be given before the contract has been brought about or within fourteen days thereafter. This period shall commence upon delivery to the consumer of a document containing at least the name and address of the entrepreneur, all information required to identify the contract and instructions on the consumer's right of withdrawal, the period of withdrawal and the procedure of exercising the right of withdrawal, but at the earliest on the date on which the contract has been brought about, in the case of purchase

contracts for goods on the date on which the consumer obtains possession of the goods. If no such document is delivered, the consumer has the right of withdrawal for a period of twelve months and 14 days after conclusion of the contract or delivery of the goods; if the entrepreneur delivers the document within twelve months of the beginning of the period, the extended period of withdrawal ends 14 days after the time at which the consumer received the document.

(2) The right of withdrawal shall also arise where the entrepreneur or a third party working with him has conveyed the consumer, in the course of a direct marketing trip, excursion or similar event, or by personally and individually addressing the consumer on the street, to the premises used by the entrepreneur for the purposes of his business.

(3) The consumer shall not enjoy the right of withdrawal:

1. if he himself has established the business contact with the entrepreneur or his agent for the purpose of making the contract,
2. if no discussion has taken place between the parties or their agents before the contract has been brought about,
3. in the case of contracts which require immediate performance by both parties, if they are normally concluded by entrepreneurs outside their business premises and the agreed consideration does not exceed EUR 25, or if the business by its nature is not carried on at permanent business premises and the consideration does not exceed EUR 50.
4. in the case of contracts that are subject to the Distance and Off-Premises Contracts Act or the Insurance Contract Act, or
5. in the case of contractual statements that the consumer made while the entrepreneur was physically absent unless the entrepreneur urged the consumer to make the contractual statement.

(4) Withdrawing the contract does not require a specific form. The period of withdrawal is complied with if the notice of withdrawal is sent within the period.

(5) The consumer may furthermore withdraw the contract application or contract if and when the entrepreneur has violated trade law regulations governing the collection and acceptance of orders for services (section 54 of the Trade Act 1994), the addressing of private persons and the attendance of advertising events (section 57 of the

Trade Act 1994), or the acceptance of orders for goods from private persons (section 59 of the Trade Act 1994). The provisions of para 1, para 3 sub-paras 4 and 5 and para 4 shall also be applied to this right of withdrawal. This right shall also be due to the consumer in the cases referred to para 3 sub-paras 1 to 3.

3.2 Contract period

Bitpanda Financial Services: The contract between Bitpanda Financial Services and the A-Token Client automatically ends with the completion of the reception and transmission of the A-Token order.

Bitpanda GmbH: The contract between Bitpanda GmbH and the A-Token Client is not subject to any time limit.

3.3 Contractual termination rights

Bitpanda Financial Services: No contractual termination rights.

Bitpanda GmbH: Please refer to the derivative agreement (Point 12 "Termination by the customer" and Point 13 "Termination by Bitpanda") regarding contractual termination rights of the A-Token Client and the Issuer.

3.4 Law governing the pre-contractual relationship

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

For Bitpanda Consumer Clients, this only applies insofar as the law of their country of residence does not grant them a more favourable legal position vis-à-vis the Issuer in the individual case.

3.5 Law governing the contractual relationship and jurisdiction

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

For Bitpanda Consumer Clients, this only applies insofar as the law of their country of residence does not grant them a more favourable legal position vis-à-vis the Issuer in the individual case.

Please refer regarding governing law and jurisdiction also point 20 (Final Provisions) of the derivative agreement.

3.6 Contract language and customer contact

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

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

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

Bitpanda Financial Services and Bitpanda GmbH always endeavor to provide the best possible service to customers regarding their concerns and wishes in all matters of securities services. Should the customer nevertheless have reason for a complaint, Bitpanda Financial Services and Bitpanda GmbH will promptly investigate this complaint. For this purpose, customers should submit their complaints either through the contact form (Helpdesk) or e-mail (support@bitpanda.com). For details, please refer to chapter 8 of this Investor Information Document.

4.1 Complaints bodies

The customer can also turn to the following institutions:

- Schlichtung für Verbrauchergeschäfte (Arbitration for consumer transactions)
Mariahilfer Straße 103/1/18
1060 Vienna,
Website: www.verbraucherschlichtung.at
- Ombudsman's Office of the Professional Association of Financial Service Providers
fdl.ombudsstelle@wko.at
- The EU Commission platform for Online dispute Resolution; Website:
<https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>
- The customer also has the possibility to address his complaint directly to FMA:
Financial Market Authority (FMA)
Otto-Wagner-Platz 5
1090 Vienna
Website: www.fma.gv.at

4.2 Compensation Scheme:

There is no compensation scheme.

Bitpanda Financial Services shall at no time become a debtor to its customers. An attribution of activities of any of the Bitpanda companies, including Bitpanda GmbH as the issuer, is excluded. Therefore, if the customers do not recover funds from any of the Bitpanda companies, there will be no compensation provided under the statutory investor

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compensation scheme of the Austrian Securities Companies GmbH (*Anlegerentschädigung von Wertpapierfirmen GmbH*, "**AeW**"). This is particularly true because the Bitpanda A-Token Client does not acquire any securities, but instead merely is a contractual party to a derivative contract.