

Version 7.0 – Last Updated: January 2026

The Subscriber agrees that acceptance of this Agreement shall be completed via digital blockchain registration through the official [acrels.equitymint.org](https://acrels.equitymint.org) platform. The Subscriber acknowledges that no wet ink or traditional digital signatures are required, and that their acceptance of this Subscription Agreement is recorded on chain through a combination of EVM wallet linkage, self-certified user data (name, email, jurisdiction), and immutable hash storage. This digital record shall constitute a binding legal agreement.

This Subscription Agreement is cryptographically hashed, registered, and bound to the ACRELS Token contract deployed via the EquityMint platform. The hash of this document is permanently stored on chain to verify the original version accepted by the Subscriber.

## **ACRELSCoin Subscription Agreement**

**Issuer: ACRELS Ltd**  
**5 Park Street, Accra, Ghana**

### **1. Introduction**

This **ACRELSCoin Subscription Agreement** (“Agreement”) governs the purchase of ACRELSCoin (“Token”) issued by **ACRELS Ltd**, a Ghanaian corporation headquartered at **5 Park Street, Accra, Ghana** (“Issuer”).

By signing this Agreement, the subscriber identified below (“Subscriber”) agrees to the terms herein, which describe the nature of the Token, the rights granted, the restrictions imposed, and the international compliance framework that governs the ACRELS ecosystem.

This Agreement is written in a **clear, professional, and legally enforceable manner** to support regulators, institutional partners, and everyday users alike.

### **Utility Token Character; No Investment Intent**

The ACRELS Coin (“Token”) is a utility token intended solely to provide access to platform functionality, services, participation privileges, certifications, discounts, governance features, and other non-financial utilities offered by ACRELS and its affiliated platforms.

The Token does not represent, and shall not be construed as, any ownership interest, equity interest, profit-sharing interest, dividend right, revenue participation, debt instrument, security, or other financial instrument of any kind.

No purchaser or holder of the Token has any expectation of profits, appreciation, income, or returns of any nature, nor should any purchaser rely on the managerial, entrepreneurial, or operational efforts of ACRELS or any third party for economic gain.

The Token is not offered or sold as an investment, and participation is motivated solely by

access to utility, services, and platform functionality.

## **2. Parties**

### **Regulatory Classification; Anti-Recharacterization**

**In the event that any governmental authority, regulator, court, or administrative body in any jurisdiction determines or alleges that the Token constitutes a security, investment contract, or regulated financial instrument, such determination shall not:**

**(a) retroactively create any ownership, profit, governance, or financial rights for purchasers;**

**(b) impose any obligation on ACRELS beyond the delivery of utility access; or**

**(c) invalidate or modify the utility-based nature of the Token as described herein.**

**Any such determination shall apply prospectively only, and ACRELS reserves the right to modify platform functionality to maintain compliance while preserving utility access.**

### **2.1 Issuer**

ACRELS Ltd  
5 Park Street  
Accra, Ghana

### **2.2 Subscriber**

Name (Self-Certified): [Name entered during registration]

Wallet Address: [EVM Wallet Address used to subscribe]

Email: [User email entered during blockchain registration]

All subscriber data is bound to this agreement and stored on chain.

## **3. Definitions**

### **3.1 “ACRELSCoin” or “Token”**

A utility token issued by ACRELS Ltd on Binance Smart Chain (ERC-20), with the right for ACRELS to migrate or mirror Tokens to Solana, or other networks.

### **3.2 “Subscription Amount”**

The number of Tokens the Subscriber purchases.

### **3.3 “Purchase Price”**

The total amount paid for the Tokens. **Micro-Purchases; No Fractional Ownership**

Tokens may be acquired in any denomination or amount, including micro-amounts, solely for purposes of accessibility and inclusion.

The ability to acquire Tokens in smaller units does not represent fractional ownership, beneficial interest, or pro-rata entitlement in any asset, project, mineral, real estate, infrastructure, or other resource.

No Token holder acquires any direct or indirect ownership interest in any underlying asset, project, or initiative.

### **3.4 “Wallet Address”**

The blockchain address designated by the Subscriber for delivery.

### **3.5 “ACRELS Ecosystem”**

The platform, services, technologies, and Real-World Asset (“RWA”) programs operated or supported by ACRELS Ltd.

### **3.6 “Underlying Industries”**

The Token may provide utilities, access, and program participation across ten key industries:

1. Real Estate
2. Mining
3. Agriculture & Agribusiness
4. Energy (Renewables & Oil/Gas)
5. Logistics & Transportation
6. Tourism & Hospitality
7. Education & Certifications
8. Healthcare & Medical Infrastructure
9. Technology & FinTech
10. Insurance & Reinsurance

### **3.7 “Asset Structures”**

Assets may be held or accessed through:

- MOUs
- SPVs

- Custodial trusts
- Cooperatives
  
- Joint ventures
  
- Strategic partner entities

These structures do **not** confer ownership rights to Token holders.

### **3.8 “Lock-Up Period”**

A mandatory 12-month period during which Tokens cannot be transferred.

## **4. Subscription Terms**

Each ACRELS Token represents a non-equity, utility-based right to participate in the ACRELS platform ecosystem. This includes future access to services, tokenized property rights, participation in incentive structures, and potential buy-back mechanisms as determined by the Issuer. All transactions and rights are cryptographically recorded on-chain, and do not confer any ownership, voting, or profit-sharing rights unless explicitly amended and updated in future certified versions of this Agreement.

### **4.1 Purchase Details**

#### **Item Specification**

Token ACRELSCoin

Official Token Address (Ethereum): [0x6158621A9C4f55a1A73DC92D345224d0201ef846](#)

Official Purchase Portal: [Click Here to Purchase](#) (NEW)

Price per Token **USD \$0.10**

Subscription Amount [AMOUNT]

Total Purchase Price [TOTAL]

Accepted Payment USD / USDT / USDC / ETH / GHS

Minimum Subscription [MINIMUM]

### **4.2 Payment**

Payment is due upon execution of this Agreement or within **2 business days**, per ACRELS payment instructions.

### **4.3 Token Delivery**

Tokens will be issued upon:

- Completion of KYC/AML screening
- Sanctions clearance
- Receipt of confirmed funds

Delivery is made to the Subscriber's designated Wallet Address.

#### **4.4 No Ownership in Underlying Assets**

Token ownership does **not** represent ownership in any land, mineral, crop, project, company, or asset.

#### **4.5 Sector Allocation Clarification**

The ACRELS platform may permit users to designate or allocate usage preferences across various supported sectors or industries. Such allocation is for informational, functional, or experiential purposes only.

Sector allocations do not create separate token classes, segregated pools, dedicated assets, or enforceable rights to any particular sector, project, or outcome.

ACRELS Coin remains a single, unified utility token across all supported industries and platform services.

## **5. Nature of the Token**

### **5.1 Utility-Only Token**

ACRELSCoin provides access to:

- Platform features and services
- Transaction fees and listings
- Certification programs
- DAO proposal participation
- Rewards, staking, and discount programs
- RWA ecosystem utilities

### **5.2 Not a Security**

The Token is **not**:

- a security

- an investment
- equity or debt
- a futures or derivatives instrument
- a profit-sharing vehicle

### **5.3 No Expectation of Profit**

Subscriber acknowledges the Token is purchased **solely for utility**, not for investment or profit.

### **5.4 Role of ACRELS**

ACRELS operates solely as a technology, verification, and transparency platform.

ACRELS is not an investment adviser, broker-dealer, escrow agent, fiduciary, trustee, custodian, or promoter of returns, and does not provide financial, investment, legal, or tax advice.

ACRELS does not control, manage, or guarantee the performance, success, completion, legality, or outcomes of any third-party project, government initiative, developer, cooperative, or partner listed on its platforms.

## **6. Restrictions**

### **6.1 Lock-Up**

No Token transfers are allowed for 12 months.

### **6.2 Post Lock-Up Transfer Controls**

Transfers may require:

- KYC
- AML
- sanction screening
- compliance review

### **6.3 ACRELS may deny transfer requests for compliance, risk, or security**

reasons. **Blockchain Transparency Disclaimer:**

Any blockchain-based receipts, transaction hashes, or on-chain records provided by the platform serve solely as evidence that a transaction occurred and do not constitute proof of legality, performance, completion, success, or compliance of any project or activity.

Blockchain networks are subject to technical limitations, delays, reorganizations, and operational risks. ACRELS makes no representation regarding the accuracy, permanence, or completeness of any blockchain record.

## **7. Subscriber Representations**

By signing this Agreement, Subscriber confirms:

- They have legal capacity
- Funds are lawful
- They are not sanctioned
- They are not relying on financial advice
- They understand blockchain risks
- They are not using the Token as an investment
- They accept full responsibility for tax compliance

### **7.1 Compliance Supremacy; Emergency Powers**

ACRELS reserves the absolute right, at any time and in its sole discretion, to impose, modify, or enforce compliance measures, including KYC, AML, sanctions screening, jurisdictional restrictions, transaction limits, or access controls.

ACRELS may suspend, restrict, freeze, revoke, or terminate access to Tokens or platform services where required by law, regulation, risk management, fraud prevention, national security concerns, or platform integrity.

Such actions shall not give rise to liability or claims against ACRELS.

## **8. Risk Disclosures**

Subscriber acknowledges risks including:

- Token volatility
- Smart contract vulnerabilities
- Blockchain congestion or failure
- Regulatory changes
- Partner or ecosystem failures

- Loss of private keys
- No secondary market guarantee

### **Risk Factors**

Participation involves risk, including potential loss of capital, limited liquidity, smart contract vulnerabilities, and changes in regulatory treatment. By participating, you acknowledge these risks and waive any claim against ACRELS Ltd for platform-level malfunctions or token volatility. Subscriber acknowledges and accepts the inherent risks of participating in a digital asset offering, including but not limited to: potential regulatory changes affecting token legality or functionality, market volatility, platform or smart contract vulnerabilities, the possibility of loss of value, lack of secondary market liquidity, tax implications in one or more jurisdictions, and delays in token delivery. The Subscriber further affirms that they have conducted their own due diligence prior to subscription.

### **8.1 Intellectual Property; Verification Seals**

All platform architecture, verification frameworks, transparency systems, seals, badges, Proof Pack formats, scoring methodologies, analytics, datasets, and visual identifiers are the exclusive intellectual property of ACRELS.

Any license to display verification seals or badges is revocable, non-transferable, and conditional upon continued compliance. ACRELS reserves the right to revoke any seal at any time without liability.

## **9. International Legal Protections**

### **9.1 Ghana Jurisdiction Only**

All legal matters governed exclusively by **Ghanaian law**.

### **9.2 Foreign Law Opt-Out**

No foreign regulator or court has authority over ACRELS Ltd or Token issuance.

### **9.3 Not a Security Worldwide**

Token is not a security under:

- US SEC
- UK FCA
- EU MiCA

- Singapore MAS
- Canada OSC
- UAE VARA
- South Africa FSCA
- CFTC commodity rules

#### **9.4 Global AML Compliance**

ACRELS complies with:

- FATF
- AfCFTA
- SEC Ghana (2025 Draft)
- Bank of Ghana guidelines

#### **9.5 Sanctions Compliance**

Subscriber is not on:

- OFAC
- UN Sanctions
- EU blacklist
- UK OFSI

#### **9.6 Governing Law; Dispute Resolution**

This Agreement shall be governed by the laws of the Republic of Ghana.

Any dispute, claim, or controversy arising out of or relating to this Agreement shall be resolved exclusively by binding arbitration seated in Accra, Ghana, conducted in the English language.

Purchasers waive any right to participate in class actions or representative proceedings.

Subscribers are solely responsible for ensuring compliance with all laws and regulations applicable in their country of residence or domicile. ACRELS Ltd makes no representation regarding the legality of this offering outside of its registered jurisdiction and disclaims any liability arising from non-compliance by a Subscriber.

## **10. Technology, AI & Future-Proofing**

### **10.1 Smart Contract Upgrades**

ACRELS may modify, migrate, or upgrade contracts.

### **10.2 Network Migration**

Tokens may be moved to new networks (e.g., BNB, Solana).

### **10.3 AI Automation**

AI-based decisions for KYC, fraud detection, and compliance are binding. **10.4 DID & Digital Identity**

Future KYC may require decentralized identity, biometrics, or government digital ID.

### **10.5 Proof-of-Reserves / Proof-of-Asset**

Transparency reports are informational only — not guarantees.

## **11. Token Freeze, Revocation & Adjustments**

ACRELS may:

- Freeze Tokens
- Revoke or reissue Tokens
- Pause transfers
- Modify tokenomics
- Throttle transactions

For:

- AML concerns
- fraud
- security threats
- regulatory requirements
- ecosystem stability

## **12. Third-Party Dependencies**

ACRELS is not responsible for:

- partner failures

- network outages
- SPV or cooperative issues
- MOU partner performance
- gas fees
- blockchain disruptions

## **13. Liability & Indemnification**

### **13.1 Limitation of Liability**

ACRELS Ltd's liability is capped at the **amount paid** by the Subscriber.

### **13.2 No Indirect Damages**

No liability for:

- lost profits
- lost data
- market losses
- delay
- downtime

### **13.3 Indemnification**

Subscriber indemnifies ACRELS for:

- breach of the Agreement
- illegal use
- fraud
- AML violations

## **14. Dispute Resolution**

- 30-day negotiation period
- If unresolved → arbitration in **Accra, Ghana**
- Arbitration award enforceable globally (New York Convention)

## **15. Entire Agreement**

This is the complete Agreement.

Amendments only valid if in writing and signed by both Parties.

Invalid clauses do not affect the remainder.

## **16. Blockchain-Based Acknowledgment**

**The Subscriber agrees to the terms of this Subscription Agreement through automated digital acceptance on the EquityMint platform. Each Subscriber's EVM wallet address, self-certified name, and contact information are recorded on-chain as proof of consent.**

**This Subscription Agreement is executed via digital assent through the EquityMint platform. The Subscriber acknowledges and agrees that no physical signature or customized negotiation is required or permitted. The Subscriber's registration through the on-chain portal constitutes full, binding acceptance of all terms.**

**Issuer:**

**ACRELS Ltd**

**Authorized Signatory: Auto-Verified Smart Contract Interaction**

**Date of Acceptance: On-chain Timestamp via EquityMint Platform**

**Subscriber:**

**Self-Certified Name: [Captured during auto-registration]**

**EVM Wallet Address: [Captured during auto-registration]**

## **ANNEX A**

Underlying Real-World Asset (RWA) Industries and Ecosystem Utilities\*\*

This Annex forms an integral part of the **ACRELSCoin Subscription Agreement (v7.0)** and provides a clear description of the real-world industries, partner sectors, and ecosystem utilities that ACRELSCoin may interact with.

This annex is **informational only** and does **not** create ownership, profit rights, or claims to real world assets.

### **1. Purpose of Annex A**

The purpose of this Annex is to:

1. Identify the industries supported within the ACRELS Real-World Asset (“RWA”) Framework.
2. Explain the forms of participation that ACRELSCoin enables, such as **access, fees, discounts, certification payments, staking, and ecosystem utilities**.
3. Clarify that ACRELSCoin **does not represent ownership**, equity, or financial interest in any underlying asset.
4. Provide transparency for regulators, partners, and users regarding the ACRELS ecosystem.

## **2. Supported RWA Industries**

ACRELSCoin may provide access, program participation, fee settlement, discount eligibility, staking incentives, governance input, or platform utility across the following ten (10) industries, collectively referred to as the “**Underlying Industries**”.

### **2.1 Real Estate**

Includes access to:

- Verified property listings
- Discounted transaction fees
- Project participation within ACRELS ecosystem programs
- Diaspora-focused real estate initiatives
- Certification, compliance, and onboarding services

**No Token Holder receives property ownership or financial interest.**

### **2.2 Mining**

Includes access to:

- Verified MOUs with mineral partners in Ghana, Nigeria, and other African markets
- Mineral-zone utility programs
- Mineral supply chain access for education or ecosystem participation

**No Token Holder receives rights to minerals, production, or revenue.**

### **2.3 Agriculture & Agribusiness**

Includes access to:

- Farm-to-market supply chain programs
- Token-enabled logistics or storage systems
- Agritech pilot initiatives
- Cooperative farming models

**No Token Holder receives rights to crops, produce, farms, or revenues.**

## **2.4 Energy (Renewables & Oil/Gas)**

Includes access to:

- Solar, wind, hydro pilot programs
- Tokenized infrastructure participation
- Energy solution marketplaces
- Community electrification initiatives

**No Token Holder receives energy revenues or ownership.**

## **2.5 Logistics & Transportation**

Includes access to:

- Freight routing incentives
- Token-enabled tracking tools
- Last-mile delivery programs
- Diaspora shipping and relocation services

**No Token Holder receives transport revenues or ownership.**

## **2.6 Tourism & Hospitality**

Includes access to:

- Preferred booking rates
- Hospitality partnerships
- Diaspora travel programs

- Event, tour, and accommodation participation

**No Token Holder receives profits, ownership, or interest in hospitality assets.**

## **2.7 Education & Certifications**

Includes access to:

- Blockchain-verified certifications
- Educational course payments (e.g., Ghana Real Estate Certification)
- Diaspora and youth development programs
- SWIM training initiatives

**No Token Holder receives rights over educational content.**

## **2.8 Healthcare & Medical Infrastructure**

Includes access to:

- Token-supported clinic or healthcare programs
- Equipment acquisition initiatives
- Token-enabled medical outreach or digital health services **No Token**

**Holder receives claims to clinics, equipment, or medical revenue.**

## **2.9 Technology & FinTech**

Includes access to:

- Innovation grants
- Developer bounties
- Protocol pilot programs
- Smart contract testing environments
- Token-enabled technology services

**No Token Holder receives rights to ACRELS technology or profits.**

## **2.10 Insurance & Reinsurance**

Includes access to:

- Token-supported micro-insurance initiatives
- Coverage marketplaces
- Partner-backed reinsurance access
- Risk-pool participation (utility only)

**No Token Holder receives underwriting profits or financial obligations.**

### **3. Asset Structures and Legal Clarification**

ACRELS may structure partnerships, utilities, and RWA programs through:

- Memoranda of Understanding (MOUs)**
- Special Purpose Vehicles (SPVs)**
- Custodial or fiduciary trusts**
- Cooperatives**
- Joint ventures**
- Affiliated partner entities**
- Government or NGO partnerships**

These structures:

- do not** create ownership rights for Token Holders
- do not** constitute investment contracts
- exist solely for **ecosystem utility** and **operational partnerships**

### **4. No Ownership or Profit Rights**

Across all industries listed in this Annex:

- Token holders **do not own** any land, minerals, agricultural produce, energy assets, vehicles, hotels, healthcare facilities, technology, or insurance contracts.
- Token holders **do not earn** revenue, dividends, distributions, royalties, or financial claims.
- Token holders **cannot convert** Tokens into equity, assets, property, or income streams.

## 5. Purpose of ACRELSCoin Utility

The Token exists to:

- Facilitate platform payments
- Enable cross-industry access
- Provide RWA-related utilities
- Support diaspora and partner programs
- Enable certification and training
- Support community governance input
- Provide staking and incentive participation
- Enhance transparency and digital access across Africa's industries

The Token does **not** serve speculative, investment, or financial return purposes.

The ACRELS Coin is designed for access to features, staking, or participation in governance within the ACRELS ecosystem. It does not represent ownership, equity, debt, or entitlement to revenue or profits of ACRELS Ltd. The token should not be interpreted as a security unless otherwise determined by the appropriate authorities.

## 6. Amendment Rights

ACRELS Ltd may update, expand, or modify this Annex at any time to:

- Add new industries
- Update existing categories
- Reflect MOUs or SPV changes
- Adjust ecosystem programs
- Align with future regulations

Updated versions will be published at [acrelscoin.com](https://acrelscoin.com).

## \*\*ANNEX B

Global Compliance, AML, Sanctions & Regulatory Framework Summary\*\*

This Annex forms an integral part of the **ACRELSCoin Subscription Agreement (v7.0)** and outlines the compliance frameworks, regulatory considerations, and international standards applied by **ACRELS Ltd** ("Issuer") in connection with the ACRELSCoin utility token ("Token").

This Annex is provided **for transparency and legal clarity** and does **not** create investor rights, financial guarantees, or regulatory classification beyond what is expressly stated.

## **1. Purpose of Annex B**

Annex B serves to:

- Demonstrate ACRELS Ltd's alignment with global digital asset compliance standards
- Prevent misinterpretation by regulators, investors, or partner institutions  Clarify AML, KYC, CTF, and sanctions processes
- Protect ACRELS Ltd from cross-border liability
- Provide a transparent, regulator-ready compliance summary

This annex does **not** grant any rights or claims to the Subscriber beyond those specified in the Subscription Agreement.

## **2. Compliance with Ghanaian Legal and Regulatory Frameworks**

ACRELS Ltd operates under the following Ghanaian laws and draft frameworks:

### **2.1 Ghana Companies Act, 2019 (Act 992)**

Governs the legal formation and operation of ACRELS Ltd.

### **2.2 Anti-Money Laundering Act (Amendment), 2020**

ACRELS adheres to AML/CTF obligations including:

- customer identification
- enhanced due diligence
- suspicious activity reporting

### **2.3 Bank of Ghana Guidelines**

Relevant regulations governing:

- electronic money
- payment services
- financial innovations
- fintech compliance

### **2.4 Securities and Exchange Commission (SEC) Ghana – Digital Asset Guidance (2025)**

## **Draft)**

ACRELS voluntarily aligns its token model with:

- utility token classification
- non-security characteristics
- consumer disclosures
- marketplace rules

### **2.5 Ghana Data Protection Act, 2012 (Act 843)**

ACRELS complies with requirements related to:

- personal data collection
- lawful processing
- secure data handling
- disclosure obligations

## **3. International Standards and Frameworks**

### **3.1 FATF (Financial Action Task Force)**

ACRELS complies with FATF global standards including:

- Travel Rule
- AML/CTF best practices
- VASP (Virtual Asset Service Provider) guidance
- Beneficial ownership verifications

### **3.2 AfCFTA Digital Trade Protocol**

ACRELS aligns with:

- Pan-African digital identity initiatives
- digital trade interoperability
- cross-border KYC cooperation
- digital documentation standards

### **3.3 New York Convention on Arbitration**

This applies to enforceability of arbitration outcomes.

### **3.4 African Union Data Policy Framework**

Supports:

- responsible data management
- digital governance
- consumer protection

### **3.5 Basel Committee / IOSCO Principles**

ACRELS adopts relevant operational risk standards.

## **4. AML, KYC & CTF Procedures**

ACRELS maintains robust anti-money laundering and counter-terrorism financing processes, including:

### **4.1 Identity Verification (KYC)**

All Subscribers must undergo:

- Government ID verification
- Biometric verification where required
- Decentralized identity (DID) verification in the future

### **4.2 Enhanced Due Diligence**

Applied to:

- high-risk jurisdictions
- politically exposed persons (PEPs)
- unusual transaction patterns

### **4.3 Source of Funds Verification**

Subscribers must confirm:

- lawful source of funds
- non-involvement in financial crime
- non-involvement in corruption or illicit activities

### **4.4 Ongoing Monitoring**

ACRELS may:

- re-verify identities periodically
- freeze transactions for suspicious behavior
- conduct real-time risk scoring via AI systems

## 5. Sanctions Compliance

ACRELS screens all subscribers and transactions against:

- OFAC (United States)
- UN Security Council Sanctions
- UK OFSI
- EU Sanctions Lists
- African regional sanctions bodies

Subscribers must confirm they are **not**:

- a sanctioned person
- located in a sanctioned country
- acting on behalf of a sanctioned entity

If a Subscriber later becomes sanctioned, ACRELS may **freeze or revoke Tokens**.

## 6. Foreign Law Limitations

### 6.1 No Foreign Regulatory Application

ACRELS does not:

- submit to foreign jurisdiction
- adopt foreign financial classifications
- allow foreign regulators to interpret Token characteristics

### 6.2 No Application of Securities Laws

The Token is **not** regulated as a:

- security
- financial instrument
- commodity interest

- derivative
- investment contract

including under:

- US SEC
- US CFTC
- EU MiCA
- UK FCA
- Singapore MAS
- Dubai VARA
- Canada OSC

## **7. Technology, Blockchain & AI Compliance**

### **7.1 Smart Contract Governance**

ACRELS may:

- upgrade
- pause
- migrate
- deprecate
- replace

smart contracts for compliance, regulatory, or security reasons.

### **7.2 Blockchain Network Migration**

ACRELS may migrate Tokens to:

- Binance Smart Chain
- Solana
- or any future secure network

without creating investor rights.

### **7.3 AI Compliance Systems**

AI may be used for:

- risk analysis
- identity verification
- transaction monitoring
- fraud detection
- sanctions alerts

All decisions are binding and enforceable.

#### **7.4 Proof-of-Reserves (PoR) & Proof-of-Assets (PoA)**

Transparency reports, if produced, are **informational only**.

### **8. Third-Party & Partner Compliance**

ACRELS works with partners through:

- MOUs
- SPVs
- cooperatives
- joint ventures

ACRELS is **not liable** for:

- partner failures
- third-party system outages
- delays
- insolvencies
- technical errors

Partners must also comply with AML, KYC, and sanctions obligations.

### **9. User Obligations Under Compliance**

Subscribers must:

- comply with applicable laws
- maintain accurate information
- avoid prohibited jurisdictions

- not use Tokens illegally
- not participate in money laundering, terrorism, or corruption
- notify ACRELS of sanctions exposure

Failure to comply may result in:

- account suspension
- token freeze
- token revocation
- reporting to authorities

## **10. No Guarantee of Regulatory Status**

ACRELS does not guarantee:

- future regulatory interpretations
- global regulatory stability
- continued classification as a utility token
- that laws will remain favorable

Subscribers assume all regulatory risks.

### **Regulatory Disclaimer**

This token offering is conducted under Regulation D Rule 506(b) or 506(c), depending on the Subscriber's jurisdiction. The Issuer does not guarantee the legal or regulatory outcome of holding tokens in any jurisdiction and encourages Subscribers to consult legal counsel before participating. This offering is not available to the general public and is not registered with the U.S. Securities and Exchange Commission (SEC).

This private offering is made pursuant to Regulation D, Rule 506(c) of the U.S. Securities Act of 1933, as amended. Only verified accredited investors are permitted to subscribe, and the Company shall rely on self-certification and/or verification mechanisms embedded within the platform's onboarding process.

## **11. Updates & Amendments**

ACRELS may update this Annex to reflect:

- new regulations

- amendments to global guidelines
- jurisdiction changes
- enhanced compliance requirements
- blockchain innovations

Updated versions will be posted at [acrelscoin.com](https://acrelscoin.com).

### Token Rights and Granting

Each Token issued under this Agreement shall be individually mapped to the Subscriber's EVM address. The specific rights and entitlements of each Token, including utility features or benefits, shall be recorded on-chain, forming an immutable association between Token and holder. This allows for transparent distribution and tracking of privileges, consistent with applicable jurisdictional regulations.

### On-Chain Execution & Registration

This Agreement is executed entirely via blockchain-based auto-registration. Subscribers acknowledge that:

- They have reviewed and accepted this Subscription Agreement via the [acrels.equitymint.org](https://acrels.equitymint.org) portal.
- Their agreement is recorded via cryptographic hashing, linked to their wallet address. • The Agreement is stored immutably on chain and associated with their subscription record.
- Their digital attestation constitutes full legal consent in lieu of signature.

This Agreement is designed to comply with Reg D, Rule 506(b), and other applicable rules. While EquityMint's platform facilitates compliance-friendly mechanisms, ACRELS assumes full responsibility for ensuring conformity with its legal jurisdiction.

### **Digital Acceptance and Registration:**

By submitting registration details and proceeding with payment via the EquityMint platform, the Subscriber acknowledges full acceptance of this Subscription Agreement. EquityMint certifies user submissions and relays digital attestations of acceptance to ACRELS Ltd as evidence of agreement.

A hashed version of this document has been stored on-chain and bound to the smart contract address for auditability and immutability. The hash ensures that this version is the governing version for all Subscribers.