

#### WELLINGTON LEGACY CAPITAL



WELLINGTON LEGACY CAPITAL

TERMS AND CONDITIONS OF CLIENT ENGAGEMENT

Effective Date: Last reviewed January 11th 2025

Prepared for: Prospective and Active Clients of Wellington Legacy Capital

## LEGACY CAPITA

1. INTRODUCTION

This Terms and Conditions Agreement ("Agreement") sets forth the legally binding terms under which Wellington Legacy Capital ("Wellington Legacy", "we", "our", or "us") agrees to provide investment services to the individual or entity executing this document ("Client", "you", or "your"). By signing this Agreement, the Client affirms that they have read, understood, and accepted the conditions herein and agrees to be bound by all provisions, including related exhibits, schedules, and risk disclosures.



#### WELLINGTON LEGACY CAPITAL

Wellington Legacy is a boutique commodities-focused investment firm that offers discretionary options trading strategies across a range of hard assets including precious metals, energy, and agricultural products. We tailor institutional-grade derivative structures to private clients seeking exposure to commodities with defined risk strategies.

- 2. SCOPE OF SERVICES
- 2.1 Discretionary Investment Management

The Client hereby authorizes Wellington Legacy to exercise full discretion over the management of the Client's designated investment accounts. The Firm shall have authority to initiate, adjust, and close positions in listed options, futures options, and related contracts in accordance with the Client's selected risk profile and stated investment goals.

2.2 Investment Strategy Focus

Our core strategies may include but are not limited to:

• Long and short call and put options on commodity contracts (e.g., gold, oil, wheat).

- Vertical spreads, calendar spreads, and iron condors.
- Volatility-based hedging strategies.

• Tactical directional positions linked to macroeconomic or geopolitical catalysts.



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2.3 Strategic Communication and Reporting

Wellington Legacy will provide:

- Monthly portfolio summaries and open position reports.
- Strategy updates upon material changes.

• Year-end tax documentation (1099 or equivalent) in coordination with custodians if requested by client.

3. CLIENT REPRESENTATIONS AND WARRANTIES

By executing this Agreement, the Client represents and warrants that:

• They are of legal age, have full legal capacity, and are authorized to enter into this Agreement.

• They are not subject to any restrictions, fiduciary obligations, or legal encumbrances that would interfere with the execution of this Agreement.

• All information provided to Wellington Legacy during onboarding is accurate, complete, and will be updated in the event of a material change.

• They understand the risks associated with derivatives and options trading and affirm suitability of these instruments for their investment profile.

#### 4. REGULATORY STATUS AND LEGAL COMPLIANCE

4.1 Anti-Money Laundering (AML) & Know Your Client (KYC)

The Client agrees to provide documentation and identification required by Wellington Legacy or its service providers for AML and KYC compliance under relevant regulatory



#### WELLINGTON LEGACY CAPITAL

regimes, including but not limited to the Bank Secrecy Act (BSA), USA PATRIOT Act, and FATCA.

4.2 Non-U.S. Clients

For non-U.S. persons, you affirm compliance with your local jurisdiction's regulatory, tax, and reporting obligations. Wellington Legacy does not provide tax or legal advice to non-U.S. residents and shall not be liable for any cross-border regulatory issues resulting from your use of our services.

5. CUSTODY AND EXECUTION

5.1 Account Setup

All client funds and assets are held in segregated accounts at third-party brokerage firms or futures commission merchants (FCMs) selected by either the Client or Wellington Legacy. Wellington Legacy does not custody or directly access client funds.

5.2 Trading Authority

The Client grants the Firm limited power of attorney for the purpose of executing trades and deducting advisory fees. No funds may be withdrawn by the Firm on the Client's behalf outside the fee agreement.

5.3 Trade Execution and Slippage

Wellington Legacy aims to execute trades using reasonable efforts and best execution standards, but does not guarantee specific entry or exit prices, fills, or spreads. The Client



acknowledges that liquidity constraints, fast-moving markets, and exchange outages may affect execution.

6. FEES AND COMPENSATION

6.1 Fee Schedule

The following fees apply under the standard discretionary agreement, unless otherwise modified in Exhibit A:

- Management Fee: 2.00% annually (billed monthly at 0.167% on AUM).
- Performance Fee: 10.00% of net new profits, subject to:
- A minimum annual return threshold of 30%.

• A high-water mark provision to ensure performance fees are only charged on new gains.

6.2 Billing and Collection

Fees will be billed monthly or quarterly, and it is the responsibility of the client to cover them in a timely manner as per agreement as long as thresholds are met by the Firm (Exhibit A).

6.3 No Refunds

All advisory fees, once collected, are final and non-refundable unless due to Firm error or regulatory enforcement.



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7. INVESTMENT RISKS AND DISCLAIMERS

7.1 Options Trading Risk Factors

Investing in options entails material risk and may result in loss of some or all invested capital. Risks include:

- Time decay and option premium erosion.
- Market volatility and pricing anomalies.
- Liquidity limitations, especially in thinly traded contracts.
- Margin calls (for certain complex strategies).
- Complete loss of premium paid on long options.
- 7.2 No Guarantees

Wellington Legacy makes no assurance of profit, success, or capital preservation. All strategies are subject to market forces beyond the Firm's control. The Client acknowledges that historical performance is not indicative of future results.

7.3 Conflicts of Interest

The Firm may manage multiple client accounts with similar or conflicting investment mandates. While reasonable care will be taken, there is no obligation to allocate trades or opportunities equally among clients.



#### WELLINGTON LEGACY CAPITAL

- 8. REPORTING AND COMMUNICATIONS
- 8.1 Electronic Communication Consent

The Client consents to receive all correspondence, account statements, legal documents, and regulatory disclosures via electronic methods, including secure portal, email, or encrypted file sharing.

8.2 Account Access

Wellington Legacy may provide online access to client dashboards, performance tracking tools, or trading platforms operated by third-party providers. Access may be suspended for maintenance or compliance reasons without notice.

9. CONFIDENTIALITY AND DATA SECURITY

9.1 Confidential Treatment

The Firm agrees to maintain all Client information in strict confidence and will not disclose such information except:

- To third-party service providers under confidentiality agreements.
- As required by regulators or law enforcement.
- With the Client's express consent.



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9.2 Data Security

Wellington Legacy implements commercially reasonable safeguards to protect client data, including encryption, restricted access, and secure servers. However, no digital system is 100% secure, and the Firm is not liable for breaches beyond its control.

#### 10. TERM, TERMINATION, AND ACCOUNT CLOSURE

10.1 Term

This Agreement becomes effective on the date of signature and remains in effect until terminated by either party.

10.2 Termination

Either party may terminate this Agreement with 30 calendar days' written notice. The Firm may terminate the relationship immediately upon:

- Failure of the Client to comply with legal requirements;
- Insolvency or incapacity of the Client;
- Regulatory concerns or reputational risk.

10.3 Liquidation Process

Upon termination, all open positions will be liquidated in a commercially reasonable time frame unless otherwise directed. Final fees will be calculated and deducted accordingly.



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#### 11. LIMITATION OF LIABILITY AND INDEMNIFICATION

11.1 Limitation of Liability

Wellington Legacy shall not be liable for:

• Losses due to market movement, liquidity conditions, or erroneous thirdparty pricing;

- Actions taken in good faith under discretionary authority;
- Technical malfunctions, cyberattacks, or outages.

Liability is limited to the total advisory fees paid by the Client over the prior 12 months.

#### 11.2 Indemnification

The Client agrees to indemnify, defend, and hold harmless Wellington Legacy, its officers, employees, and agents from any claim, liability, cost, or loss arising out of the Client's actions, misrepresentations, or breach of this Agreement.

12. MISCELLANEOUS

12.1 Entire Agreement

This Agreement, including any attached exhibits or schedules, constitutes the entire understanding between the parties and supersedes any prior arrangements.



#### WELLINGTON LEGACY CAPITAL

12.2 Assignment

The Client may not assign this Agreement to any third party without the prior written consent of Wellington Legacy.

12.3 Severability

If any clause is found to be unenforceable, the remaining provisions shall remain in full force.

12.4 Governing Law

This Agreement shall be governed by the laws of the State of [Insert Jurisdiction], and all disputes shall be subject to binding arbitration under the rules of the American Arbitration Association (AAA) or litigated in the courts of [Insert County, State].



13. EXECUTION AND ACKNOWLEDGMENT

By signing below, the Client confirms they have read and understood this Agreement, accept all terms without reservation, and authorize Wellington Legacy to act under discretionary authority for the purpose of managing their investment account(s).



#### WELLINGTON LEGACY CAPITAL

CLIENT NAME: \_\_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

WELLINGTON LEGACY REP	RESENTAT	IVE:	
TITLE:	NEW		No.
SIGNATURE:	- ()	245302	
DATE:		Enne S	I RO
	QV/	Entra 2	NE

[Optional Exhibits to Include as Attachments:]

- Exhibit A Fee Schedule
- Exhibit B Risk Disclosure Statement
- Exhibit C Client Investment Profile Questionnaire
- Exhibit D Limited Trading Authorization Form
- Exhibit E Conflicts of Interest Disclosure



#### WELLINGTON LEGACY CAPITAL

**EXHIBIT A – FEE SCHEDULE** 

This Fee Schedule outlines the fees applicable to the Client's discretionary trading account managed by Wellington Legacy Capital ("the Firm") under the terms of the Discretionary Trading Agreement.

#### 1. Annual Management Fee

A 2.00% annual management fee will be charged on the account's assets under management (AUM). This fee is calculated and charged quarterly in arrears based on the average daily balance of the Client's account for that quarter.

Calculation Example:

If a client maintains an average account value of \$500,000, the quarterly management fee would be:

\\$500,000 \times \left(\frac{2\%}{4}\right) = \\$2,500 per quarter

This fee covers portfolio monitoring, trade execution, reporting, and account administration.

#### EXHIBIT A – FEE SCHEDULE

#### 2. Performance Fee

A 10.00% performance fee will be charged only on net profits if exceeding a 30% return from the Client's initial capital or high-water mark (whichever is higher).

#### Key Conditions:

• The performance fee is only earned if the portfolio achieves a cumulative net profit of 30% or more over the initial principal or the highest previously achieved profit level ("high-water mark").

• The performance fee is calculated quarterly and charged at quarter - end.

• No performance fee is assessed if the account has not exceeded the 30% profit threshold, or if the account is in a drawdown relative to the high-water mark.

Example Scenario:

- Initial Investment: \$100,000
- Quarter-End Value: \$140,000
- Net Profit: \$40,000
- 30% Threshold: \$30,000 A P M A
- Performance Fee Due:

(\\$40,000) \times 10\% = \\$4,000

#### EXHIBIT A – FEE SCHEDULE

#### 3. High-Water Mark Provision

The high-water mark ensures that the Client does not pay performance fees more than once on the same profits. If the account experiences a loss, no performance fee will be assessed until the account's value exceeds the previous peak value.

#### 4. Billing and Payment

• Management fees will be automatically deducted from the Client's account each quarter.

• Performance fees, if earned, will be invoiced separately quarterly with a detailed performance breakdown provided.

• All fees are inclusive of brokerage commissions and custodial fees.



#### EXHIBIT A – FEE SCHEDULE

#### 5. Fee Acknowledgment

By signing this Fee Schedule, the Client acknowledges and agrees to the compensation terms described above.

Client Name:
Client Signature:
Date:
WELLINGTON
Wellington Legacy Representative: C A PITTAIL
Signature:
Date:



#### WELLINGTON LEGACY CAPITAL

**OPTIONS RISK DISCLOSURE STATEMENT** 

#### IMPORTANT NOTICE TO INVESTORS

This document is intended to provide you, the Client, with important information regarding the risks involved in trading options contracts. It is not a comprehensive explanation of every risk, but it outlines the primary risks associated with the strategies Wellington Legacy Capital may use in managing your investment account. By signing this document, you acknowledge that you have read, understood, and accepted the risks outlined herein.

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#### **1. Nature of Options Contracts**

Options are derivative financial instruments that derive value from an underlying asset (such as a commodity, index, or cryptocurrency). The buyer of an option acquires the right, but not the obligation, to buy or sell the underlying asset at a predetermined price (the "strike price") within a specific period.

Options may be used for speculation, hedging, or income generation, depending on the strategy.

#### 2. High Risk of Loss

Trading options is speculative and it involves a high degree of risk, which may not be suitable for all investors. You may:

- Lose a portion or the entire premium paid for purchased options.
- NEVER will the client Incur in losses greater than the initial investment.

• The Client could be suggested but WILL NEVER Be required to deposit an additional margin/Capital if the market moves against your position.

#### 3. Volatility and Market Risk

Options are highly sensitive to:

- Price fluctuations in the underlying asset
- Volatility levels
- Time decay (theta), especially for short-dated contracts
- Changes in interest rates or market sentiment

Sudden changes in market conditions (geopolitical events, economic data, etc.) can result in rapid losses.

#### 4. Complex Strategies Involve Additional Risks

Wellington Legacy Capital may employ multi-leg or advanced strategies such as:

• Spreads (bull/bear, debit/credit)

- Straddles and strangles
- Covered calls or naked puts
- Calendar or diagonal spreads

These strategies increase complexity and may require significant experience to understand. Certain positions (e.g., short uncovered calls) carry limited risk.

#### 5. Liquidity Risk

Certain options may have limited liquidity, especially in:

- Deep out-of-the-money strikes
- Longer-dated expirations (LEAPs)
- Emerging or low-volume markets (e.g., crypto options)

Lack of liquidity may make it difficult to enter or exit positions without a significant cost or delay.

#### 6. Leverage Risk

Options can provide significant leverage, amplifying both potential gains and losses. Small market movements can result in disproportionate gains or losses relative to the capital invested.

#### 7. Assignment Risk

If you are shorting an option, you may be assigned at any time before expiration, potentially resulting in an obligation to sell the underlying asset. Early assignment can occur without warning and may affect your strategy. Meaning you will be required to sell the underlaying asset as long as it's in profitability before the expiration date. There will be no cost associated to this and it will only be applicable if the option is in profit.

#### 8. Technology & Execution Risk

Delays, system outages, or technical failures can disrupt the ability to place, modify, or close trades. Market prices can change during such disruptions, increasing the risk of loss.

#### 9. No Guarantee of Profit

There is no guarantee of profit in options trading. Historical performance, hypothetical projections, or model backtests do not guarantee future results. The Client must be financially capable of withstanding potential total losses.

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#### **10. Client Responsibilities**

You acknowledge and accept responsibility for:

- Understanding the nature of each strategy used in your account
- Monitoring your account activity and positions

• Providing timely updates to Wellington Legacy regarding your financial status, risk tolerance, and investment objectives

#### ACKNOWLEDGMENT AND ACCEPTANCE

By signing below, you confirm that you have read, understood, and accept the risks associated with options trading as outlined above. You further acknowledge that options trading is suitable for your investment profile and financial circumstances.

Client Name:	Sicisies So	
Client Signature:	States St	
Date:	The same the same same same same same same same sam	
Wellington Legacy Re	presentative:	
Signature:	VELLINGTC	DN
<b>.</b>	LEGACY CAPITAL	L

Date:
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#### EXHIBIT C - CLIENT INVESTMENT PROFILE QUESTIONNAIRE



#### EXHIBIT C — CLIENT INVESTMENT PROFILE QUESTIONNAIRE

Wellington Legacy Capital

To be completed by all new clients to ensure portfolio suitability and risk alignment.

#### A. Personal Information

- Full Legal Name:
- Date of Birth / Incorporation: \_\_\_\_\_\_
- Citizenship / Residency: \_\_\_\_\_\_CA\_PIIIA\_\_\_\_
- SSN / Tax ID: \_\_\_\_\_
- Email Address: \_\_\_\_\_\_
- Phone Number: \_\_\_\_\_\_
- Occupation / Business Activity: \_\_\_\_\_\_

#### B. Financial Profile

- 1. Estimated Net Worth (USD):
- □ Under \$500,000
- $\Box$  \$500,000 \$1,000,000
- □\$1,000,000-\$5,000,000
- □ Over \$5,000,000
  - 2. Annual Income (USD):
- □ Under \$100,000
- □\$100,000-\$250,000

□\$250,000-\$1,000,000

- □ Over \$1,000,000
  - 3. Liquidity Needs:
- □ Immediate (within 3–6 months)
- □ Moderate (6–18 months)
- □ Low (long-term capital)
  - 4. Investment Objective (select all that apply):
- $\Box$  Capital Appreciation
- □ Speculative Growth
- □ Hedging / Portfolio Diversification

#### □ Income Generation

- 5. Investment Experience:
- Options: 
  None 
  Basic 
  Intermediate 
  Advanced
- Futures/Commodities: 🗆 None 🗆 Basic 🗆 Intermediate 🗆 Advanced

#### EXHIBIT C – CLIENT INVESTMENT PROFILE QUESTIONNAIRE

Equities/Bonds: 🗆 None 🗆 Basic 🗆 Intermediate 🗆 Advanced

#### C. Risk Tolerance

Which best describes your willingness to accept risk in pursuit of returns?

□ Conservative – Prefer stability and capital preservation.

□ Moderate – Willing to accept moderate losses for moderate potential gains.

□ Aggressive – Comfortable with high risk and volatility for high return potential.

What is the maximum loss you would tolerate in a single calendar quarter?

 $\Box\,5\%$  or less

□ 10–15%

□ 15–25%

□ Over 25%

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D. Investment Time Horizon

□ Under 1 year

□ 1–3 years

 $\Box$  3–5 years

 $\Box$  Over 5 years

#### EXHIBIT C – CLIENT INVESTMENT PROFILE QUESTIONNAIRE

Client Signature: \_\_\_\_\_

Date: \_\_\_\_\_





#### WELLINGTON LEGACY CAPITAL

#### DISCRETIONARY TRADING AGREEMENT

This Discretionary Trading Agreement ("Agreement") is entered into as of [Date], by and between:

Wellington Legacy Capital

+1 888-583-0253

clientrelations@wellingtonlegacy-capital.com

(the "Firm")

and

WELLINGTON LEGACY CAPITAL

Client Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Account Number (if applicable): \_\_\_\_\_

(the "Client")

#### **1.** Authorization for Discretionary Trading

The Client hereby authorizes Wellington Legacy Capital ("the Firm") to act as its agent and attorney-in-fact with full discretionary authority to buy, sell, trade, and otherwise manage options contracts and related financial instruments in the Client's account, without prior consultation, approval, or notification to the Client for each transaction.

This discretionary authority is granted solely for the purpose of trading within the Client's investment objectives and risk tolerance, as outlined in the Client Profile and Risk Acknowledgment Form.

#### 2. Investment Objectives and Strategy

The Firm will use its professional judgment to make trading decisions based on the Client's agreed objectives, including but not limited to:

- Growth of capital through options trading
- Exposure to energy, metals, and digital assets sectors
- Use of call and put strategies, spreads, and other derivatives

The Client understands that options trading involves substantial risk, including the risk of loss, but never greater than the initial investment.

#### 3. Client Representations

The Client represents and warrants that:

- They are of legal age and capacity to enter this Agreement
- All information provided to the Firm is accurate and complete
- They understand the risks associated with discretionary options trading

• They will notify the Firm promptly of any changes to their financial situation or investment goals

#### 4. Fees and Compensation

The Client agrees to pay the Firm fees as described in the Fee Schedule attached hereto as **Exhibit A.** Fees may include management fees, performance-based compensation, commissions, or spreads, as applicable.

#### 5. Account Custody

The Client's funds and securities will be held by a third-party qualified custodian (Clearing Firm). The Firm does not take custody of client assets.

## LEGACY CAPITAL

The Firm is authorized to issue trade instructions to the custodian and receive statements, but not to withdraw funds or transfer assets without additional written authorization from the Client.

#### 6. Risk Disclosure

The Client acknowledges receiving and reviewing the Options Risk Disclosure Document and understands that:

- Options trading involves significant financial risk
- There is no guarantee of profit
- Past performance is not indicative of future results
- Losses will never exceed deposited funds

#### 7. Termination

This Agreement may be terminated by either party upon written notice to the other. Termination shall not affect any transactions already initiated. Upon termination, all open positions will be liquidated unless otherwise instructed by the Client.

#### 8. Limitation of Liability

The Firm shall not be liable for any loss sustained by the Client, except in the case of gross negligence, willful misconduct, or fraud. The Client waives any claim against the Firm for losses incurred due to market fluctuations or discretionary investment decisions made in good faith.

#### 9. Entire Agreement

This Agreement, including all exhibits and disclosures, constitutes the entire understanding between the parties and supersedes any prior agreements, oral or written.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

CLIENT SIGNATURE:	
Name:	A
Date:	3.0.3.6
WELLINGTON LEGACY CAPITA	L REPRESENTATIVE:
Signature:	
Name:	
Title:	
Date:	INGTON
LEGAC	CY CAPITAL

Exhibit A – Fee Schedule (ATTACHED)





#### EXHIBIT E — CONFLICTS OF INTEREST DISCLOSURE

Wellington Legacy Capital



Overview

# This document outlines potential and actual conflicts of interest that may arise in the course of Wellington Legacy Capital's business operations. We are committed to full transparency and fair dealing with all clients.

1. Multi-Account Management

Wellington Legacy manages multiple client accounts simultaneously. These accounts may have:

• Similar investment strategies or timing

- Opposing trades (e.g., one client long, one client short)
- Different fee arrangements or minimums

Conflict: Trade allocations or prioritization may create perceived favoritism.

Mitigation: We use internal allocation policies to ensure fair treatment of all clients.



Wellington Legacy, its affiliates, or employees may trade in the same markets or securities as Clients.

Conflict: The Firm may benefit from market movements influenced by its aggregated trading activity.

Mitigation: All employee trades are monitored and restricted during client trade windows. Client orders take precedence.

#### 3. Performance Fee Structures

Clients on performance-based fee schedules may encourage riskier strategies to maximize fees.

Conflict: Incentive to pursue more volatile or aggressive positions.

Mitigation: All strategies are aligned with the Client's risk profile, and performance fees are only applied after clear profit thresholds and subject to high-water marks.

4. Custodian and Platform Relationships

Wellington Legacy may have working relationships with custodians or execution platforms that offer preferred pricing or operational benefits.

Conflict: Economic benefits may indirectly incentivize certain custodians.

Mitigation: All platforms are evaluated for execution quality, cost, and compliance. No revenue sharing or soft-dollar arrangements are in place.

## WELLINGTON LEGACY CAPITAL

5. Outside Business Activity

Advisors or principals may have outside business interests that may overlap with advisory services.

Conflict: Competing time or resource allocation.

Mitigation: All outside activity is disclosed, registered (if applicable), and reviewed for conflict risk.

Acknowledgment

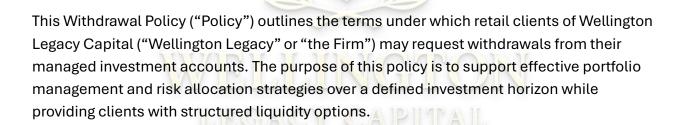
By signing below, I acknowledge that I have received and reviewed this Conflicts of Interest Disclosure and understand the material risks and mitigation measures described.

	00000
Client Name:	
Signature:	
Date:	Se sense se
Wellington Legacy Repres	sentative:
Date:	
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Wellington Legacy Capital

1. PURPOSE AND SCOPE



This policy applies only to retail clients engaging in discretionary trading relationships with Wellington Legacy. Institutional clients, high-net-worth entities, or clients under bespoke agreements may be subject to custom terms defined in their respective contracts.

#### 2. STANDARD WITHDRAWAL PROVISIONS FOR RETAIL CLIENTS

#### 2.1 Withdrawal Eligibility Timeline

Retail clients become eligible to withdraw trading account profits under the following conditions:

Duration of Active Trading	Withdrawal Eligibility	Fee
Less than 6 months	Withdrawals not permitted except in hardship cases (see Section 4)	N/A
After 6 months of active trading	Partial or full profit withdrawals permitted	10% administrative fee
After 12 months of active trading	Full withdrawals permitted	No fees or restrictions

"Active trading" is defined as a minimum of one executed strategy or position per month over the stated period.

• "Profits" refer to net gains realized above the original account funding level, adjusted for prior withdrawals and fees.

2.2 Principal Withdrawals

Withdrawal of principal capital (i.e., the original deposit amount) according to AML laws is permitted at any time after 6 months upon request but may result in full or partial account closure depending on minimum capital requirements. However, after 12 months the principal can be withdrawn without any restriction at all.

• Wellington Legacy recommends a minimum account size of \$50,000 USD for continued discretionary management.

• Requests that reduce capital below this threshold may trigger strategy change, suspension or termination.

#### **3. NOTICE REQUIREMENTS**

• Withdrawal requests must be submitted in writing via signed form or secure client portal.

• A minimum of 5 business days' advance notice is required for processing withdrawals under this policy.

• Requests exceeding \$100,000 USD may require additional time for liquidation depending on market conditions and open positions.

#### 4. EXCEPTIONS & HARDSHIP REQUESTS

In certain circumstances, Wellington Legacy may approve early withdrawals (prior to the 6month window) due to verifiable financial hardship, such as:

- Medical emergency or hospitalization
- Death of a primary income provider
- Bankruptcy or court-ordered liquidation

Such requests are reviewed on a case-by-case basis and, if approved, are subject to a 15% early withdrawal fee to offset risk management disruptions.

#### 5. TAX AND REPORTING DISCLOSURE

The Client is solely responsible for reporting all withdrawals and investment proceeds to the appropriate tax authorities. Wellington Legacy does not provide tax advice but will furnish relevant reporting documents, such as Form 1099 (U.S. clients), where applicable.

#### 6. MODIFICATION OF POLICY

Wellington Legacy reserves the right to revise this Withdrawal Policy at any time, provided that no such changes will retroactively alter the rights of Clients who have already satisfied their withdrawal eligibility under prior terms.

Written notice of any changes will be sent to all active Clients at least 10 business days prior to enforcement.

#### 7. CLIENT ACKNOWLEDGMENT

By signing below, the Client acknowledges receipt and understanding of the Withdrawal Policy and agrees to the conditions set forth herein.

Client Name:
Signature:
Date: FLLINGTON
LEGACY CAPITAL
Wellington Legacy Representative:
Signature:
Date: