ELEVATE
CAPITAL ADVISORS | INVESTMENTS & PLANNING

# Discretionary Management Agreement | Exhibit B

## Performance-Based Fees

We charge performance-based fees to "qualified clients" having a net worth greater than $2,000,000 or for whom we manage at least $1,000,000 immediately after entering an agreement for our services.

Performance-based fees are fees based on a share of capital gains or capital appreciation and income generated, of/from a client's account.

The performance fee is equal to a maximum of 30% of the quarterly gross profits subject to a high-water mark.
The high-water mark is the highest peak closing value that an account has achieved. The high-water mark ensures that investors do not pay performance-based fees twice, for the same gains. It is possible that an account will have gains for the period but not be subject to a performance fee because the final value remains below the “high-water mark”.

The performance fee is deducted from performance-based fee-paying accounts quarterly, in arrears, on the 15$^{th}$ of each new calendar quarter. January 15$^{th}$, April 15$^{th}$, July 15$^{th}$ and October 15$^{th}$ (or the preceding business day if the 15$^{th}$ is not a business day).

Performance fees will be adjusted, pro-rata for deposits and withdrawals made during a calendar quarter period.

In the event the client makes a complete withdrawal from the account on a date other than month-end, fees will be due at the time of withdrawal.

The fixed portion of the fee (management fee described in Exhibit A) will not exceed 2.00% per annum of portfolio value, payable monthly in arrears.

# Discretionary Management Agreement | Exhibit B

## Annual Performance-Based Compensation: ________%

IN WITNESS WHEREOF, Client and Adviser have each executed this Agreement on the day, month and year first above written. By each party executing this Agreement they acknowledge and accept their respective rights, duties, and responsibilities hereunder.

**Qualified Client Verification (mark all that apply):**

___ Net-Worth exceeds $2,000,000 (excluding equity in principal residence)

___ Immediately after entering this contract, Elevate manages at least $1,000,000 for the investor/household.

___ Meets the definition of Qualified Purchaser as defined in section 2(a)(51)(A) of the investment company act of 1940 at the time of signing this document

Elevate Officer Name:___________________________
(Printed Legibly)

______________________________________________
Elevate Officer Signature Date

Owner/Trustee Name:__________________________
(Printed Legibly)

Owner/Trustee Email:___________________________

______________________________________________
Owner/Trustee Signature Date

Joint Owner Name:___________________________
(Printed Legibly)

Joint Owner Email:_____________________________

______________________________________________
Owner/Trustee Signature Date