

ALTI GLOBAL, INC.

TRANSACTION COMMITTEE CHARTER

This Transaction Committee Charter was adopted by the Board of Directors of ALTi Global, Inc. on June 27, 2024.

I. General Statement of Purpose

The purposes of the Transaction Committee of the Board of Directors (the “Committee”) of ALTi Global, Inc. (the “Company”) are to assist the Board of Directors (the “Board”) in reviewing and assessing all proposals, plans or recommendations by the Company’s management with respect to any (i) potential or proposed merger, acquisition, investment (including minority investments and investments into any funds), (ii) material asset purchase (including the hiring of groups of key employees of target businesses in lieu of acquiring legal entities or property) (with such threshold of “material” as determined by the Committee from time to time), (iii) divestiture or disposition of a material asset or a material portion of any business (with such threshold of “material” as determined by the Committee from time to time), and (iv) financing of any of the foregoing, including, for the avoidance of doubt, any Transaction (as that term is defined in the Capital Allocation & Joint Venture Committee Charter) recommended by the Capital Allocation & Joint Venture Committee of the Company (each, a “Transaction Proposal”). Any Transaction Proposal of the Company must be submitted by the Company’s management to the Committee prior to being pursued. Additionally, the Committee shall have the right to review and assess any proposals or recommendations by the Company’s management to hire certain advisors, as described in Section IV.C. Notwithstanding the foregoing, (a) any merger or consolidation of the Company with or into another person or entity, a merger or consolidation of another person or entity with or into the Company or the sale, transfer, or lease of all or substantially all of the assets of the Company, any recapitalization or reclassification of the Company or any other transaction that would result in a change of control of the Company and (b) any employment or staffing decisions made in the ordinary course of business that do not result in (1) the expansion of the Company’s existing business into new business lines or products or (2) the expansion of the Company’s current geographic operations into new geographic markets subject to regulatory regimes to which the Company is not already subject, including the solicitation and hiring or termination of employees or any retention arrangements, are not subject to the review of the Committee.

II. Composition

A. Voting Members.

The Committee shall have four (4) voting members, comprising: (1) the Chief Executive Officer (“CEO”) of the Company, so long as such CEO is a Director, (2) an Investor Designee (as that term is defined in the Investor Rights Agreement, dated as of July 31, 2024, by and between the Company and Allianz Strategic Investments S.à.r.l. (the “Investor”)) for so long as the Investor is permitted to designate at least one Investor Designee on the Board, (3) the Shareholder Designee (as that term is defined in the Investor Rights Agreement dated as of January 3, 2023, by and between Cartesian Growth Corporation and IlWaddi Cayman Holdings

(“IlWaddi”) for so long as IlWaddi is permitted to designate at least one Shareholder Designee on the Board and (4) the Chairperson of the Audit, Finance and Risk Committee of the Board.

Each member of the Committee shall serve for such term or until earlier resignation, removal, or death. In the case of the Investor Designee and Shareholder Designee such member of the Committee may be replaced or removed by its designating party with or without cause. Resignation or removal of a Director from the Board, for whatever reason, shall automatically constitute resignation or removal, as applicable, from the Committee. Vacancies, for whatever reason, may be filled only by the Board; provided, however, that in the case of a vacancy of an Investor Designee and the Shareholder Designee, such vacancy must be filled, to the extent possible, by an alternative Investor Designee or Shareholder Designee, respectively. The Board shall designate one member of the Committee to be Chair (the “Chair”) of the Committee.

Any member of the Committee shall abstain from voting on any Transaction Proposal in which he or she, or, in the case of (x) the Investor Designee, the Investor or (y) the Shareholder Designee, IlWaddi has a conflict of interest.

B. Non-Voting Observers:

In addition to the voting members, CWC AITi Investor LLC (“CWC”) for so long as CWC is permitted, pursuant to the Investment Agreement, dated as of February 21, 2024, by and between CWC and the Company, to designate a non-voting observer to the Committee shall be permitted to designate one (1) non-voting observer to attend any meetings of the Committee (each an “Observer”).

The Observer may be replaced or removed by its designating party with or without cause. Resignation or removal of a Director or observer from the Board, for whatever reason, shall automatically constitute resignation or removal, as applicable, as an Observer.

The Chair shall furnish, or cause to be furnished, to each Observer (a) notice of Committee meetings no later than, and using the same form of communication as, notice of Committee meetings are furnished to the members, and (b) copies of the materials with respect to meetings of the Committee which are furnished to Committee members no later than such materials are furnished to such members; provided that failure to deliver notice or materials to an Observer in connection with such Observer’s right to attend and/or review materials with respect to any Committee meeting shall not impair the validity of any action taken by the Committee at such meeting. Notwithstanding the foregoing, the Committee reserves the right to exclude any Observer from access to any materials provided to the Committee members or meeting or portion thereof if the Committee believes that such exclusion is reasonably necessary to preserve the attorney-client privilege, to protect confidential proprietary information, to comply with regulatory restrictions, or otherwise to prevent any material harm or detriment to the Company.

For the avoidance of doubt, the Observers shall not count for purposes of determining a quorum and shall not vote on any matter presented to the Committee.

III. Meetings

The Committee shall meet on an ad hoc basis and will endeavor to meet within five (5) business days of receipt of a Transaction Proposal. The Committee can meet in person or by video or telephone conference or such other means by which all participants in the meeting can

hear each other. A majority of the members of the Committee shall constitute a quorum for purposes of holding a meeting and the Committee may act by vote of a majority of members present at a meeting, subject to the limitations set forth in Section IV.D, as applicable. The Committee may act by unanimous written consent (which may be communicated by email) in lieu of a meeting. The Chair, in consultation with the other members and management, shall set meeting agendas consistent with this Committee Charter (the “Charter”). The Committee will keep adequate minutes of its meetings and proceedings and records of unanimous written consents, and will report on its activities and actions at the subsequent regular Board meeting.

IV. Responsibilities and Authority

A. Review of Charter. The Committee shall review and reassess the adequacy of this Charter annually and submit any proposed amendments or modifications to the Board for approval; provided, however, that any such amendment is contingent upon the approval of the Investor Designee for so long as the Investor is permitted to designate at least one Investor Designee.

B. Annual Performance Evaluation of the Committee. At least annually, the Committee shall evaluate its own performance and report the results of such evaluation to the Board.

C. Advisor Engagement Proposal. The Committee shall have the right to review and, by majority vote or unanimous written consent, approve any proposal from the Company’s management to (i) hire any legal, financial, accounting, commercial and other professional advisors on behalf of the Company to advise on or otherwise diligence the transactions described in any Transaction Proposal or (ii) otherwise incur external expenses or costs with respect to the transactions described in any Transaction Proposal (each, an “Advisor Engagement Proposal”).

D. Matters Relating to Transaction Proposals:

1. This Charter contemplates five stages in Transaction Proposal activity: (i) initial engagement and exploratory discussions; (ii) valuation discussions; (iii) execution of a non-binding letter of intent, term sheet or the like; (iv) execution of a binding letter of intent, term sheet or the like, a binding offer or definitive agreements; and (v) integration and performance of consummated transactions. The Company’s management shall, subject to Section IV.C, have the authority to engage in initial engagement and exploratory discussions for any Transaction Proposal and shall report these discussions to the Committee as discussions progress to a point where a Transaction Proposal appears to be a reasonable possibility. Additionally, the Company’s management shall, subject to Section IV.C, have the authority to engage in non-binding valuation discussions with the relevant counterparty in respect of any Transaction Proposal. Prior to the execution of any (i) non-binding letter of intent, term sheet or the like and (ii) any binding letter of intent, term sheet or the like, any binding offer, or any definitive agreements with regard to any Transaction Proposal, the Company’s management shall submit such Transaction Proposal to the Committee for approval. Together

with the submission of any Transaction Proposal to the Committee, the Company's management shall, subject to Section IV.C, provide the Committee with a written short-form analysis describing all relevant key considerations of the legal, compliance, risk management, treasury, accounting, tax, strategy and information technology and cybersecurity department with respect to such Transaction Proposal in a form reasonably acceptable to the Committee (each, a "Transaction Analysis"). The Company's management may, to the extent reasonably practicable, submit to the Committee an Advisor Engagement Proposal together with a Transaction Proposal to enter into non-binding term sheets, letters of intent or the like as a combined proposal which shall be subject to the Committee's approval in accordance with this Section D only.

2. In order for the Company's management to proceed with implementing, executing, or otherwise pursuing execution of (i) non-binding letters of intent, term sheets or the like and (ii) binding term sheets, letters of intent, commitment letters, binding offers or definitive transaction or financing agreements with regard to any Transaction Proposal, the following approvals from the Transaction Committee must be received following receipt by the Committee of the relevant Transaction Analysis:
 - a. In the case of a Transaction Proposal with a total consideration or equity value equal to or greater than \$175,000,000, a minimum of three members of the Committee including the Investor Designee must vote in favor of such Transaction Proposal;
 - b. In the case of a Transaction Proposal with a total consideration or equity value less than \$175,000,000 but equal to or greater than \$10,000,000, a minimum of any three members of the Committee must vote in favor of the Transaction Proposal; and
 - c. In the case of one or more Transaction Proposal(s) with a total consideration or equity value of less than \$10,000,000 per annum, the Committee shall be informed of the Transaction Proposal and each member of the Committee shall have a two business day period in which to request that the Transaction Proposal be put to a vote of the Committee. If the Transaction Proposal is put to a vote of the Committee, a minimum of any three members of the Committee must vote in favor of the proposal. If no such request is made within the two business day period, no approval from the Committee is required.
3. Notwithstanding the approvals required in Section IV.D.(2)(a) above, in the event the Investor Designee is required to abstain from the deliberations of the Committee pursuant to Section II.A above, such Transaction Proposal shall not be submitted to the Committee and shall be submitted to the full Board for approval.

4. To the extent the Committee has voted in favor of a Transaction Proposal, such Transaction Proposal shall be submitted to the Board for further consideration in accordance with the Board's policies, practices and directions. Approval of a Transaction Proposal by the Committee shall be deemed a recommendation from the Committee that the Board approve such Transaction Proposal. For the avoidance of doubt, to the extent the Committee votes against a Transaction Proposal, such Transaction Proposal shall not be submitted to the Board for further consideration.
5. Following receipt of the requisite Committee approval, the Company's management may determine not to pursue any such Transaction Proposal with notice and authorization by the Board (if the Board has authorized the transaction); provided, that in the event of any material changes to such Transaction Proposal, the requisite Committee approval as described in Section IV.D.(2) must be sought again prior to implementation of such revised Transaction Proposal.
6. Following the consummation of a Transaction Proposal, the Committee shall monitor, review, and evaluate the performance of any consummated Transaction Proposal with the Company's management, as applicable, and assess the relative success of the transaction.
7. The thresholds set forth in Section IV.D.(2) shall be reviewed and reassessed by the Board at least annually commencing July 1, 2025. The Board may amend this Charter, including the thresholds set forth in Section IV.D.(2); provided, however, than any such amendment is contingent upon the approval of the Investor Designee for so long as the Investor is permitted to designate at least one Investor Designee.

E. General:

1. The Committee may establish and, by its unanimous approval, delegate authority to one or more subcommittees consisting of one or more of its members to carry out its responsibilities, to the extent this is consistent with the Company's Governing Documents and any applicable law.
2. The Committee shall make regular reports to the Board on matters for which it has responsibility.
3. In carrying out its responsibilities, the Committee shall be entitled to rely on advice and information it receives from the Company's management and any experts, advisors and professionals with whom it may consult.
4. The Committee shall have the authority to request that any officer or employee of the Company, the Company's outside legal counsel, the Company's independent auditor or any other professional retained by the Company meet with the Committee or its members or advisors.

5. The Committee may provide the Board with such additional information and material as it may deem necessary to make the Board aware of any Transaction Proposal that requires the attention of the Board.
6. The Committee may perform such other functions the Board may request from time to time.
7. The Committee may delegate its authority to the Chair when the Committee deems such delegation appropriate and in the best interests of the Company.

Notwithstanding the foregoing, nothing in this Charter or in any Board-adopted resolution or policy related to this Committee's duties or actions shall modify any duty expressly reserved for the Board under the Company's incorporation documents, bylaws, charters of other Board committees or under any applicable law.