
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

**FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933**

Alvarium Tiedemann Holdings, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or Other Jurisdiction of
Incorporation or Organization)

6282
(Primary Standard Industrial
Classification Code Number)

92-1552220
(I.R.S. Employer
Identification Number)

**520 Madison Avenue, 21st Floor
New York, New York 10022
(212) 396-5904**

(Address, Including Zip Code, and Telephone Number, Including Area Code, of Registrant's Principal Executive Offices)

**Alvarium Tiedemann Holdings, Inc. 2023 Stock Incentive Plan
Alvarium Tiedemann Holdings, Inc. 2023 Employee Stock Purchase Plan**
(Full title of the plans)

**Michael Tiedemann
Chief Executive Officer
520 Madison Avenue, 21st Floor
New York, New York 10022
(212) 396-5904**

(Name, Address, Including Zip Code, and Telephone Number, Including Area Code, of Agent For Service)

Copies to:

**Samantha M. Kirby, Esq.
Jeffrey A. Letalien, Esq.
Goodwin Procter LLP
100 Northern Avenue
Boston, MA 02210**

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer
Non-accelerated filer

Accelerated filer
Smaller reporting company
Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

PART I
INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The documents containing the information for the Alvarium Tiedemann Holdings, Inc. 2023 Stock Incentive Plan and Alvarium Tiedemann Holdings, Inc. 2023 Employee Stock Purchase Plan (the “Plans”) specified by Part I of this Registration Statement will be sent or given to the participants in the Plans as specified by Rule 428(b)(1) of the Securities Act of 1933, as amended (the “Securities Act”). Such documents need not be filed with the Securities and Exchange Commission (the “Commission”) either as a part of this Registration Statement of Form S-8 (the “Registration Statement”) or as prospectuses or prospectus supplements pursuant to Rule 424 of the Securities Act. Such documents and the documents incorporated by reference pursuant to Item 3 of Part II of this Registration Statement, taken together, constitute a prospectus for the Registration Statement.

PART II
INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

Alvarium Tiedemann Holdings, Inc. (the “Company”) hereby incorporates by reference into this registration statement the following documents previously filed with the Commission:

- (a) The prospectus relating to the Registration Statement on [Form S-1](#), as amended (File No. 333-269448) with the Commission under Rule 424(b) under the Securities Act of 1933, as amended (the “Securities Act”), on January 27, 2023, which contains the Company’s audited financial statements for the latest fiscal year for which such statements have been filed;
- (b) The Company’s Current Reports on Form 8-K filed with the Commission dated [January 9, 2023](#), [February 13, 2023](#), and [February 21, 2023](#), (in each case, except for information contained therein which is furnished rather than filed); and
- (c) The description of the Company’s common stock which is registered under Section 12 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), contained in the Company’s registration statement on [Form 8-A](#) (Registration No. 001-40103) filed by the Company with the Commission on December 27, 2022.

All documents that the Company subsequently files pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act prior to the filing of a post-effective amendment to the registration statement which indicates that all of the shares of common stock offered have been sold or which deregisters all of such shares then remaining unsold, shall be deemed to be incorporated by reference in this registration statement and to be a part hereof from the date of the filing of such documents; except as to any portion of any future annual or quarterly report to stockholders or document or current report furnished under current Items 2.02 or 7.01 of Form 8-K, and exhibits furnished on such form that relate to such items, that is not deemed filed under such provisions. For the purposes of this registration statement, any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this registration statement.

Under no circumstances will any information filed under current Items 2.02 or 7.01 of Form 8-K, and exhibits furnished on such form that relate to such items, be deemed incorporated herein by reference unless such Form 8-K expressly provides to the contrary.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

None.

Item 6. Indemnification of Directors and Officers.

Subsection (a) of Section 145 of the DGCL empowers a corporation to indemnify any person who was or is a party or who is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful.

Subsection (b) of Section 145 empowers a corporation to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that the person acted in any of the capacities set forth above, against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 145 further provides that to the extent a director or officer of a corporation has been successful on the merits or otherwise in the defense of any action, suit or proceeding referred to in subsections (a) and (b) of Section 145, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith; that indemnification provided for by Section 145 shall not be deemed exclusive of any other rights to which the indemnified party may be entitled; and the indemnification provided for by Section 145 shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of such person's heirs, executors and administrators. Section 145 also empowers the corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify such person against such liabilities under Section 145.

Section 102(b)(7) of the DGCL provides that a corporation's certificate of incorporation may contain a provision eliminating or limiting the personal liability of a director to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, provided that such provision shall not eliminate or limit the liability of a director (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the DGCL or (iv) for any transaction from which the director derived an improper personal benefit.

Our certificate of incorporation provides for indemnification of our directors, officers, employees and other agents to the maximum extent permitted by the DGCL, and our bylaws provide for indemnification of our directors, officers, employees and other agents to the maximum extent permitted by the DGCL.

In addition, we entered into indemnification agreements with each of our directors and officers. These agreements require us to indemnify these individuals to the fullest extent permitted under Delaware law against liabilities that may arise by reason of their service to us, and to advance expenses incurred as a result of any proceeding against them as to which they could be indemnified. We intend to enter into indemnification agreements with our future directors.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

Exhibit Number	Exhibit Description	Incorporated by Reference			Filed Herewith
		Form	Filing Date	Exhibit(s)	
4.1	Certificate of Incorporation of the Company.	8-K	1/9/23	3.1	
4.2	Bylaws of the Company.	8-K	1/9/23	3.2	
5.1	Opinion of Goodwin Procter LLP.				X
10.1#	2023 Stock Incentive Plan.	8-K	1/9/23	10.3	
10.1.1#	Form of RSU Award Agreement				X
10.2#	2023 Employee Stock Purchase Plan.	8-K	1/9/23	10.4	
23.1	Consent of Marcum LLP.				X
23.2	Consent of KPMG LLP.				X
23.3	Consent of Citrin Cooperman & Company, LLP.				X
23.4	Consent of KPMG LLP (UK).				X
23.5	Consent of Goodwin Procter LLP (included in Exhibit 5.1).				X
24.1	Power of Attorney (included on signature page).				X
107	Filing Fee Table				X

Indicates a management contract or compensatory plan.

Item 9. Undertakings.

- (a) The undersigned registrant hereby undertakes:
- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:
 - (i) To include any prospectus required by Section 10(a)(3) of the Securities Act;
 - (ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;
 - (iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

Provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) of this section shall not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or Section 15(d) of the Exchange Act (15 U.S.C. 78m or 78o(d)) that are incorporated by reference in the registration statement.

- (2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- (b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (h) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, this March 23, 2023.

Alvarium Tiedemann Holdings, Inc.

By: /s/ Michael Tiedemann

Name: Michael Tiedemann

Title: Chief Executive Officer

POWER OF ATTORNEY AND SIGNATURES

We, the undersigned officers and directors of Alarium Tiedemann Holdings, Inc., hereby severally constitute and appoint Michael Tiedemann and Christine Zhao, and each of them singly (with full power to each of them to act alone), our true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution in each of them for the person and in his or her name, place and stead, and in any and all capacities, to sign for us and in our names in the capacities indicated below any and all amendments (including post-effective amendments) to this registration statement on Form S-8, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as full to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the date indicated below.

Signature	Title	Date
<hr/> <i>/s/ Michael Tiedemann</i> Michael Tiedemann	Chief Executive Officer and Director <i>(Principal Executive Officer)</i>	March 23, 2023
<hr/> <i>/s/ Christine Zhao</i> Christine Zhao	Chief Financial Officer <i>(Principal Financial and Principal Accounting Officer)</i>	March 23, 2023
<hr/> <i>/s/ Ali Bouzarif</i> Ali Bouzarif	Director	March 23, 2023
<hr/> <i>/s/ Nancy Curtin</i> Nancy Curtin	Director	March 23, 2023
<hr/> <i>/s/ Kevin T. Kabat</i> Kevin T. Kabat	Director	March 23, 2023
<hr/> <i>/s/ Timothy Keaney</i> Timothy Keaney	Director	March 23, 2023
<hr/> <i>/s/ Judy Lee</i> Judy Lee	Director	March 23, 2023
<hr/> <i>/s/ Spiros Maliagros</i> Spiros Maliagros	Director	March 23, 2023
<hr/> <i>/s/ Hazel McNeilage</i> Hazel McNeilage	Director	March 23, 2023
<hr/> <i>/s/ Craig Smith</i> Craig Smith	Director	March 23, 2023
<hr/> <i>/s/ Tracey Brophy Warson</i> Tracey Brophy Warson	Director	March 23, 2023
<hr/> <i>/s/ Peter Yu</i> Peter Yu	Director	March 23, 2023



Goodwin Procter LLP
100 Northern Avenue
Boston, MA 02210

goodwinlaw.com
+1 617 570 1000

March 23, 2023

Alvarium Tiedemann Holdings, Inc.
520 Madison Avenue, 21st Floor
New York, NY 10022

Re: Securities Being Registered under Registration Statement on Form S-8

We have acted as counsel to you in connection with your filing of a Registration Statement on Form S-8 (the "Registration Statement") pursuant to the Securities Act of 1933, as amended (the "Securities Act"), on or about the date hereof relating to an aggregate of 13,601,691 shares (the "Shares") of Class A common stock, \$0.0001 par value per share ("Common Stock"), of Alvarium Tiedemann Holdings, Inc., a Delaware corporation (the "Company"), that may be issued pursuant to the Alvarium Tiedemann Holdings, Inc. 2023 Stock Incentive Plan and the Alvarium Tiedemann Holdings, Inc. 2023 Employee Stock Purchase Plan (collectively, the "Plans").

We have reviewed such documents and made such examination of law as we have deemed appropriate to give the opinion set forth below. We have relied, without independent verification, on certificates of public officials and, as to matters of fact material to the opinion set forth below, on certificates of officers of the Company.

The opinion set forth below is limited to the Delaware General Corporation Law.

For purposes of the opinion set forth below, we have assumed that no event occurs that causes the number of authorized shares of Common Stock available for issuance by the Company to be less than the number of then unissued Shares.

Based on the foregoing, we are of the opinion that the Shares have been duly authorized and, upon issuance and delivery against payment therefor in accordance with the terms of the Plans, will be validly issued, fully paid and nonassessable.

This opinion letter and the opinion it contains shall be interpreted in accordance with the Core Opinion Principles as published in 74 Business Lawyer 815 (Summer 2019).

We hereby consent to the inclusion of this opinion as Exhibit 5.1 to the Registration Statement. In giving our consent, we do not admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations thereunder.

Very truly yours,

/s/ Goodwin Procter LLP
GOODWIN PROCTER LLP

ALVARIUM TIEDEMANN HOLDINGS, INC. 2022 STOCK INCENTIVE PLAN

NOTICE OF GRANT OF TIME-BASED RESTRICTED STOCK UNITS AND AWARD AGREEMENT

Alvarium Tiedemann Holdings, Inc., pursuant to its 2022 Stock Incentive Plan (the "Plan"), hereby grants to the individual listed below (the "Participant") this award of Restricted Stock Units. The Restricted Stock Units described in this Notice of Grant of Restricted Stock Units (the "Notice") are subject to the terms and conditions set forth in the Award Agreement attached hereto as Exhibit A (the "Agreement") and the Plan, each of which is incorporated herein by reference. Unless otherwise defined herein, capitalized terms used in this Notice and the Agreement will have the meanings defined in the Plan.

Participant:

Grant Date:

Total Number of Restricted Stock Units:

Vesting Conditions: Subject to the continued service of the Participant through the applicable vesting date, the Restricted Stock Units shall vest as follows:

By signing below, the Participant agrees to be bound by the terms and conditions of the Plan, the Agreement and this Notice. This document may be executed, including by electronic means, in multiple counterparts, each of which will be deemed an original, and all of which together will be deemed a single instrument.

ALVARIUM TIEDEMANN HOLDINGS, INC.

PARTICIPANT

Sign _____
Name: _____
Title: _____
Date: _____

Sign _____
Name: _____
Date: _____

EXHIBIT A
TO NOTICE OF GRANT OF TIME-BASED RESTRICTED STOCK UNITS
AWARD AGREEMENT
UNDER THE
ALVARIUM TIEDEMANN HOLDINGS, INC. 2022 STOCK INCENTIVE PLAN

1. **Award of Restricted Stock Units.** Effective as of the Grant Date set forth in the Notice, the Company has granted to the Participant the number of Restricted Stock Units set forth in the Notice (this "Award"), subject to the restrictions and on the terms and conditions set forth in the Notice, the Plan and this Agreement. Each Restricted Stock Unit represents the right to receive one Share at the times and subject to the conditions set forth herein.

2. Vesting of Restricted Stock Units.

(a) Subject to the continued service of the Participant with the Company through the relevant vesting date(s) or event(s), the Restricted Stock Units will become vested in such amounts and at such times as set forth in the Notice.

(b) Solely for purposes of this Agreement, service with the Company will be deemed to include service with an Affiliate of the Company (for only so long as such entity remains an Affiliate of the Company). For purposes of this Agreement, "Affiliate" means an entity that directly or indirectly controls, is controlled by, or is under common control with the Company.

(c) Upon the cessation of the Participant's service with the Company due to the Participant's death or Disability, any Restricted Stock Units that are outstanding and unvested immediately prior to the Participant's death or Disability will vest, provided that such vesting will be subject to the requirement that, within forty-five (45) days following the Participant's cessation of service, the Participant (or the Participant's personal representative, estate, and/or beneficiaries, if applicable) has executed a general release of claims against the Company and its affiliates in a form prescribed by the Company and such release has become irrevocable. If the release requirements described in this Section 2(c) have not been timely satisfied, then any Restricted Stock Units that would otherwise vest under this Section 2(c), and any Shares that would have been issued in respect thereof, will be forfeited and the Participant will have no further rights hereunder.

(d) Unless otherwise provided in the Participant's employment agreement or in the discretion of the Committee, upon the cessation of the Participant's service with the Company for any other reason, any then unvested portion of the Restricted Stock Units will be forfeited automatically.

3. Settlement of Restricted Stock Units.

(a) One Share will be delivered with respect to each vested Restricted Stock Unit within sixty (60) days following the applicable vesting date or event, subject to the requirements of the Plan and this Agreement.

(b) The Restricted Stock Units constitute an unfunded and unsecured obligation of the Company. The Participant shall not have any rights of a stockholder of the Company with respect to the Shares underlying the Restricted Stock Units unless and until the Restricted Stock Units become vested and are settled by the issuance of Shares.

(c) Notwithstanding the foregoing, to the extent provided in Prop. Treas. Reg. § 1.409A-1(b)(4)(ii) or any successor provision, the Company may delay settlement of Restricted Stock Units if it reasonably determines that such settlement would violate federal securities laws or any other Applicable Law.

4. Non-Transferability of Restricted Stock Units. The Restricted Stock Units are subject to restrictions on transfer as set forth in Section 13 of the Plan.

5. Section 409A. The grant of Restricted Stock Units is intended to be exempt from Section 409A of the Code and should be interpreted accordingly. Nonetheless, the Company does not guarantee the tax treatment of the Restricted Stock Units.

6. No Continuation of Service. Neither the Plan nor this Agreement will confer upon the Participant any right to continue in the employment or service of the Company or any of its Affiliates, or limit in any respect the right of the Company or its Affiliates to discharge the Participant at any time with or without Cause.

7. The Plan. The Participant has received a copy of the Plan, has read the Plan and is familiar with its terms, and hereby accepts the Restricted Stock Units subject to the terms and provisions of the Plan. Pursuant to the Plan, the Committee is authorized to construe and interpret the Plan, and to prescribe rules and regulations not inconsistent with the Plan as it deems appropriate. The Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee with respect to questions arising under the Plan, the Notice or this Agreement.

8. Clawback Provisions. In consideration for the grant of this Award, the Participant agrees to be subject to (i) any compensation, clawback, recoupment or similar policies of the Company or its Affiliates covering the Participant that may be in effect from time to time, whether adopted before or after the Grant Date, and (ii) to such other clawbacks as may be required by Applicable Law ((i) and (ii) together, the "Clawback Provisions"). The Participant understands that the Clawback Provisions are not limited in their application to the Award, or to equity or cash received in connection with the Award.

9. Other Company Policies. The Participant agrees, in consideration for the grant of this Award, to be subject to any policies of the Company and its Affiliates regarding securities trading and hedging or pledging of securities that may be in effect from time to time, or as may otherwise be required by Applicable Law.

10. Entire Agreement. The Notice and this Agreement, together with the Plan, represent the entire agreement between the parties with respect to the subject matter hereof and supersede any prior agreement, written or otherwise, relating to the subject matter hereof.

11. Acknowledgment of Non-Reliance. Except for those representations and warranties expressly set forth in this Agreement, the Participant hereby disclaims reliance on any and all representations, warranties, or statements of any nature or kind, express or implied, including, but not limited to, the accuracy or completeness of such representations, warranties, or statements.

12. Amendment. This Agreement may only be amended by a writing signed by each of the parties hereto; provided that the Company may amend this Agreement without the Participant's consent, if the amendment does not materially and adversely affect the Participant's rights hereunder.

13. **Choice of Law.** This Agreement, the interpretation and enforcement thereof and all claims arising out of or relating to this Agreement or the transactions contemplated by this Agreement, whether sounding in tort, contract or otherwise, shall be governed solely and exclusively by, and construed in accordance with, the laws and judicial decisions of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws and judicial decisions of any jurisdiction other than the State of Delaware.

14. **Forum Selection.** All actions and proceedings arising out of or relating to this Agreement, or the transactions contemplated by this Agreement, shall be heard and determined solely and exclusively in the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (unless the Delaware Court of Chancery shall decline to accept jurisdiction over a particular matter, in which case, exclusively in any state or federal court within the State of Delaware).

15. **Waiver of Jury Trial.** Each party hereby waives its right to a jury trial of any and all claims or cause of actions based upon or arising out of this Agreement or the transactions contemplated by this Agreement. Each party hereby acknowledges and agrees that the waiver contained in this Section 15 is made knowingly and voluntarily.

16. **Headings.** The headings in this Agreement are for convenience only. They form no part of the Agreement and will not affect its interpretation.

17. **Tax Withholding.** The Participant acknowledges that the issuance of Shares hereunder will give rise to taxable income which may be subject to required withholding. In accordance with Section 15 of the Plan, the obligations of the Company hereunder are conditioned on the Participant timely paying, or otherwise making arrangements satisfactory to the Company regarding the timely satisfaction of, any such required withholding.

18. **Electronic Delivery of Documents.** The Participant authorizes the Company to deliver electronically any prospectuses or other documentation related to the Restricted Stock Units and any other compensation or benefit plan or arrangement in effect from time to time (including, without limitation, reports, proxy statements or other documents that are required to be delivered to participants in such arrangements pursuant to federal or state laws, rules or regulations). For this purpose, electronic delivery will include, without limitation, delivery by means of e-mail or e-mail notification that such documentation is available on the Company's intranet site or the website of a third-party administrator designated by the Company. Upon written request, the Company will provide to the Participant a paper copy of any document also delivered to the Participant electronically. The authorization described in this paragraph may be revoked by the Participant at any time by written notice to the Company.

19. **Further Assurances.** The Participant agrees, upon demand of the Company, to do all acts and execute, deliver and perform all additional documents, instruments and agreements which may be reasonably required by the Company to implement the provisions and purposes of this Agreement and the Plan.

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM'S CONSENT

We consent to the inclusion in this Registration Statement of Alvarium Tiedemann Holdings, Inc. (formerly known as Cartesian Growth Corporation) on Form S-8 of our report dated March 17, 2022, which includes an explanatory paragraph as to Cartesian Growth Corporation (now known as Alvarium Tiedemann Holdings, Inc.) ability to continue as a going concern with respect to our audit of the financial statements of Cartesian Growth Corporation (now known as Alvarium Tiedemann Holdings, Inc.) as of December 31, 2021 and December 31, 2020 and for the year ended December 31, 2021 and for the period from December 18, 2020 (inception) through December 31, 2020, which report appears in the Prospectus by reference only, which is part of this Registration Statement.

/s/ Marcum LLP

Marcum LLP
West Palm Beach, FL
March 23, 2023



KPMG LLP
1601 Market Street
Philadelphia, PA 19103-2499

Consent of Independent Registered Public Accounting Firm

We consent to the use of our report dated May 6, 2022, with respect to the consolidated financial statements of Tiedemann Wealth Management Holdings, LLC, incorporated herein by reference.

KPMG LLP

Philadelphia, Pennsylvania
March 23, 2023

KPMG LLP, a Delaware limited liability partnership and a member firm of the KPMG global organization of independent member firms affiliated with KPMG International Limited, a private English company limited by guarantee.

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement of Alvarium Tiedemann Holdings, Inc. on Form S-8 of our report dated June 26, 2022, relating to the combined and consolidated financial statements of TIG Trinity Management, LLC and Subsidiary and TIG Trinity GP, LLC and Subsidiaries as of December 31, 2021, and 2020, and for the years then ended appearing in the Current Report on Form 8-K filed on January 9, 2023 and Form S-1 (File No. 333-269448) filed on January 27, 2023.

/s/ Citrin Cooperman & Company, LLP

New York, New York
March 23, 2023



Consent of Independent Registered Public Accounting Firm

We consent to the use of our report dated May 13, 2022, with respect to the consolidated financial statements of Alvarium Investments Limited, incorporated herein by reference.

/s/ KPMG LLP

KPMG LLP

London, United Kingdom

March 23, 2023

Calculation of Filing Fee Table
Form S-8
(Form Type)
Alvarium Tiedemann Holdings, Inc.
(Exact Name of Registrant as Specified in its Charter)

Security Type	Security Class Title	Fee Calculation Rule	Amount Registered ⁽¹⁾	Proposed Maximum Offering Price Per Share	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
Equity	Class A Common Stock, par value \$0.0001 per share	Other ⁽²⁾	11,788,132 ⁽³⁾	\$12.02 ⁽²⁾	\$141,693,346.64 ⁽²⁾	\$0.0001102	\$15,614.61
Equity	Class A Common Stock, par value \$0.0001 per share	Other ⁽²⁾	1,813,559 ⁽⁴⁾	\$12.02 ⁽²⁾	\$21,798,979.18 ⁽²⁾	\$0.0001102	\$2,402.25
Total Offering Amounts							\$18,016.86
Total Fee Offset⁽⁵⁾							\$0.00
Net Fee Due							\$18,016.86

- (1) Pursuant to Rule 416(a) under the Securities Act of 1933, as amended, this registration statement shall also cover any additional shares of Class A Common Stock which may become issuable under the Alvarium Tiedemann Holdings, Inc. 2023 Stock Incentive Plan (the "Incentive Plan") and Alvarium Tiedemann Holdings, Inc. 2023 Employee Stock Purchase Plan (the "ESPP") by reason of any stock splits, stock dividends, recapitalization or any other similar transaction effected without receipt of consideration which results in an increase in the number of Alvarium Tiedemann Holdings, Inc.'s outstanding shares of common stock.
- (2) Estimated pursuant to Rule 457(c) and (h) solely for purposes of calculating the registration fee. The proposed maximum aggregate offering price per share and proposed maximum aggregate offering price are based upon the average of the high and low sale prices of Alvarium Tiedemann Holdings, Inc.'s common stock as reported on the NASDAQ Capital Market on March 16, 2023.
- (3) Represents 11,788,132 of shares of common stock reserved for future issuance under the Incentive Plan.
- (4) Represents 1,813,559 of shares of common stock reserved for future issuance under the ESPP. Pursuant to the terms of the ESPP, on the first day of each calendar year beginning on January 1, 2023 and ending on and including January 1, 2032, the number of shares available for issuance under the Plan shall be increased by that number of shares equal to the least of (a) 725,120 shares of Class A Common Stock, (b) .5% of the aggregate number of shares of Class A Common Stock and Class B Common Stock outstanding on the final day of the immediately preceding calendar year and (c) such lesser number of shares of Class A Common Stock as determined by the board of directors.
- (5) The Registrant does not have any fee offsets.