

Titan Global Capital Management USA, LLC (“Titan”)
Gift Card Terms & Conditions
December 20, 2021

By purchasing, accepting, sending, or using the Titan Gift Card in physical or digital form (“Gift Card”) and in consideration for your right to use the Gift Card, you agree to be bound by these terms and conditions (the “Terms and Conditions”) and the terms and conditions contained in the Titan Account Management Agreement (the “Management Agreement”). In these Terms and Conditions, “you” and “your” means the cardholder who has purchased, sent, or received a Gift Card. “We” or “our” or “Titan” means Titan Global Capital Management USA, LLC, as applicable.

The terms and conditions of the Management Agreement are incorporated herein by reference. Please be advised that the Management Agreement contains provisions that govern how claims you and we have against each other are resolved. It also contains an arbitration agreement section entitled “Arbitration Agreement”, which may require you to submit claims you have against us to binding and final arbitration. In the event of any conflict between these Terms and Conditions and those contained in the Management Agreement, these Terms and Conditions shall prevail.

Use of the Titan Gift Card is subject to Titan’s Management Agreement. You must have a Titan account with a residential address in the U.S. in order to redeem the Gift Card. If you attempt to circumvent this or any of these Terms through technical means or otherwise, Titan may, in its sole discretion take steps to cancel your transaction, freeze Gift Card funds to prevent redemption and/or terminate your Titan account.

Titan accounts that are solely funded through a Gift Card with equal to or less than \$1,000 in face value will be waived from Titan’s Advisory Fee. Gift Cards are not refundable or redeemable for cash or credit, and may only be used to fund an investment up to the available balance on the Gift Card in investment strategies managed by Titan and which are available to the Gift Card recipient (“Titan Strategies”). Invalid or unidentifiable Gift Cards will not be eligible for redemption. Any securities or investments funded by the Gift Card may be subject to federal, state, and local income taxes, as well as capital gains and other taxes.

Protect the Gift Card like cash. The Gift Card is not a credit, debit, or charge card. No implied warranties attach to it. Lost, stolen or damaged Gift Cards will only be replaced if the Gift Card has never been used, and only with satisfactory proof of purchase. We reserve the right to correct the Gift Card balance if we believe that a clerical, billing or accounting error has occurred. You also agree that we may deactivate, cancel or suspend any Gift Card and freeze any associated Gift Card funds if we suspect fraud, unlawful activity or improper Gift Card use. You agree that you will not use a revoked Gift Card.

The Titan Gift Card program is available to U.S. residents only and is not redeemable outside the U.S. or its Territories. Gift Cards offered through Titan’s Gift Card program may only be purchased by Titan or by Titan clients who have funded at least one Titan account (either taxable or retirement) with a \$100 qualifying minimum deposit (“Qualified Clients”). Account balances

from Gift Cards purchased by Titan maybe subject to withdrawal limitations at Titan's sole discretion. Titan reserves the right to restrict any persons from sending, receiving, or redeeming the Gift Card at its sole discretion. The Gift Card is not valid with any other offers and is non-transferrable. Titan may or assign these Terms and Conditions at any time without notice to you.

Titan reserves the right to terminate or change the terms of the Titan Gift Card program at any time for any reason, to limit the amount of any assets managed free of charge, to remove or limit any waivers of Titan's Advisory Fee, to limit or restrict withdrawals of any funds redeemed through Gift Cards, to contract with a third party to administer this program, and to recover any fees or funds redeemed through Gift Cards if Titan determines that the Titan Gift Card program was executed under wrongful or fraudulent circumstances, that inaccurate or incomplete information was provided in opening the account, that any rules or regulations would be violated, or that any terms of this or the Management Agreement have been violated.

To view the latest copy of this Gift Card Terms & Conditions, please visit <https://titan.com/legal>.

Disclaimer of Warranties; Limitation of Liability

1. WITHOUT LIMITING THE DISCLAIMER OF WARRANTIES CONTAINED IN THE MANAGEMENT AGREEMENT AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR RESPECTIVE AFFILIATES MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE GIFT CARD. Some jurisdictions do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This paragraph gives you specific legal rights and you may also have other legal rights that vary from jurisdiction to jurisdiction.
2. IN ADDITION TO THE EXCLUSION OF DAMAGES OR LOSSES SET OUT IN THE MANAGEMENT AGREEMENT, YOU AGREE THAT WE AND OUR RESPECTIVE AFFILIATES SHALL HAVE NO LIABILITY FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THESE GIFT CARD TERMS AND CONDITIONS. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE OR OUR RESPECTIVE AFFILIATES HAVE ANY LIABILITY FOR ANY DAMAGES OR LOSSES (INCLUDING, BUT NOT LIMITED TO LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES) RESULTING DIRECTLY OR INDIRECTLY FROM: (A) UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF A GIFT CARD THROUGH ACCIDENT, MISUSE, OR FRAUDULENT MEANS OR DEVICES BY YOU OR ANY THIRD PARTY; (B) ANY CIRCUMSTANCES BEYOND OUR CONTROL RELATED TO THE PURCHASE, ISSUANCE, SENDING, REDEMPTION, OR USE OF THE GIFT CARD; (C) THE USE OF THE GIFT CARD BEING SUSPENDED OR PROHIBITED BECAUSE IT HAS BEEN REPORTED LOST OR STOLEN, OR WE BELIEVE IT IS BEING USED SUSPICIOUSLY OR FRAUDULENTLY OR IS BEING SUBJECTED TO UNAUTHORIZED USE; (D) THROUGH NO FAULT OF OURS, YOUR NOT HAVING SUFFICIENT FUNDS ON A GIFT CARD TO COVER A

TRANSACTION; OR (E) INABILITY TO USE A GIFT CARD BECAUSE OUR SYSTEM IS NOT WORKING PROPERLY. YOU AGREE THAT WE AND OUR AFFILIATES ARE NOT RESPONSIBLE FOR ANY INTERRUPTION OF SERVICE RELATED TO THE PURCHASE, ISSUANCE, SENDING, REDEMPTION, OR USE OF THE GIFT CARD. The laws of certain states or other jurisdictions may not allow limitations on implied warranties, or the exclusion or limitation of certain damages, so the above limitation or exclusion may not apply to you. NOTWITHSTANDING THE FOREGOING, IN THE EVENT THAT WE OR OUR RESPECTIVE AFFILIATES ARE FOUND LIABLE TO YOU FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH A GIFT CARD, YOU SHALL ONLY BE ENTITLED TO RECOVER ACTUAL AND DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED THE AMOUNT LOADED ONTO YOUR GIFT CARD. ANY INVESTMENT MANAGEMENT SERVICES PROVIDED IN CONNECTION WITH THE REDEMPTION OF A GIFT CARD AND CONTRIBUTION OF GIFT CARD CREDITS TO AN ADVISORY ACCOUNT ARE GOVERNED BY THE MANAGEMENT AGREEMENT.