

DATED

August 5, 2022  
----- 2022

- (1) WISDOMTREE ISSUER X LIMITED
- (2) THE LAW DEBENTURE TRUST CORPORATION  
P.L.C.

ORIGINAL/COUNTERPART

## SECURITY DEED

IN CONNECTION WITH THE DIGITAL CURRENCIES  
STORED WITH THE NEW US CUSTODIAN IN  
RESPECT OF THE WISDOMTREE CRYPTO MEGA  
CAP EQUAL WEIGHT SECURITIES

Reed Smith LLP  
The Broadgate Tower  
20 Primrose Street  
London EC2A 2RS  
Phone: +44 (0) 20 3116 3000  
Fax: +44 (0) 20 3116 3999  
DX1066 City / DX18 London

**ReedSmith**

reedsmith.com

**CONTENTS**

**CLAUSE**

1. DEFINITIONS AND INTERPRETATION.....1

2. CREATION OF PLEDGE .....3

3. ASSIGNMENT BY WAY OF SECURITY.....4

4. CREATION OF FIXED CHARGE .....4

5. CREATION OF FLOATING CHARGES .....4

6. RESTRICTION ON DEALINGS.....4

7. ENFORCEMENT .....5

8. PROVISIONS IN FAVOUR OF THE TRUSTEE AS REGARDS THE SECURED PROPERTY .....8

9. TRUSTEE'S POWERS IN RELATION TO THE SECURED PROPERTY .....8

10. TRUSTEE'S POWERS TO BE ADDITIONAL .....9

11. RELEASE .....9

12. NOTICES.....9

13. TRUST DEED.....10

14. GOVERNING LAW AND SUBMISSION TO JURISDICTION .....10

15. SERVICE OF PROCESS .....10

16. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999.....10

17. COUNTERPARTS.....10

18. LIMITED RECOURSE .....11

**SCHEDULE**

SCHEDULE 1 FORM OF NOTICE OF ASSIGNMENT (COINBASE PRIME BROKER AGREEMENT).....13

SCHEDULE 2 FORM OF NOTICE OF ASSIGNMENT (COINBASE CUSTODY AGREEMENT).....15

THIS SECURITY DEED is made on August 5, 2022 2022

**BETWEEN:**

- (1) **WISDOMTREE ISSUER X LIMITED**, a public limited company incorporated under the laws of Jersey with registered number 129881, whose registered office is 28 Esplanade, St Helier, Jersey, JE4 2QP, Channel Island (the "**Issuer**"); and
- (2) **THE LAW DEBENTURE TRUST CORPORATION p.l.c.**, a company incorporated under the laws of England and Wales with registered number 1675231, whose registered office is at 8<sup>th</sup> Floor, 100 Bishopsgate, London, EC2N 4AG (the "**Trustee**"), which expression shall, where the context so admits, include any successor trustee or additional trustee of the Trust Deed (as defined below) as trustee for the WT Securityholders.

**WHEREAS:**

- (A) The Issuer and the Trustee have entered into (i) a master trust deed originally dated 26 November 2019, as amended and restated on 11 November 2021 (as further amended and/or restated from time to time), whereby the Trustee has agreed to act as trustee for the WT Securityholders and the other persons specified therein and (ii) a supplemental trust deed dated on 24 November 2021 in respect of the WisdomTree Crypto Mega Cap Equal Weight Securities, as may be further amended and/or restated from time to time (together the "**Trust Deed**").
- (B) The Issuer and the Trustee entered into a Security Deed on 24 November 2021 in respect of the Digital Currencies stored with the Swiss Custodian and the US Custodian (each, as defined therein) (the "**Existing WT Crypto Mega Cap Equal Weight Security Deed**") and certain other assets of the Issuer comprising the Secured Property (as defined therein).
- (C) Pursuant to the terms of the deed of release entered into between the Issuer and the Trustee on the date of this Deed (the "**Deed of Release**"), the Issuer and the Trustee have agreed to release certain assets from the security granted by the Issuer pursuant to the terms of the Existing WT Crypto Mega Cap Equal Weight Security Deed simultaneously with the entry into this Deed and the creation of Security in favour of the Trustee as described below.
- (D) As security for the Issuer's obligations to the Secured Parties (as defined below), the Issuer has agreed to provide the Security, in addition to the security created by the Issuer in favour of the Trustee pursuant to the terms of the Existing WT Crypto Mega Cap Equal Weight Security Deed (to the extent not released pursuant to the terms of the Deed of Release).
- (E) The Trustee has agreed to hold the Security created by this Deed for itself and for and on behalf of the Secured Parties upon and subject to the terms and conditions of this Deed and the Trust Deed.

**THIS DEED WITNESSES** as follows:

**1. DEFINITIONS AND INTERPRETATION**

1.1 All words and expressions not otherwise defined in this Deed have the same meaning as that given to them in the Trust Deed (including the Conditions).

1.2 In this Deed:

"**Coinbase**" means Coinbase, Inc.

"**Coinbase Custody Agreement**" means the custodial services agreement entered into between the Issuer and the New US Custodian on August 5, 2022 2022 pursuant to the terms of the Coinbase Prime Broker Agreement;

"**Coinbase Master Trading Agreement**" means the master trading agreement entered into between the Issuer and Coinbase on August 5, 2022 2022 pursuant to the terms of the Coinbase Prime Broker Agreement for the purpose of trading Digital Currencies on the Trading Platform;

"**Coinbase Prime Broker Agreement**" means the Coinbase prime broker agreement (including all exhibits, addenda, policies, and supplements attached thereto) entered into by the Issuer and Coinbase on behalf of itself and as agent for the Coinbase Entities (as defined therein);

**"Crypto Mega Cap Equal Weight Securityholders"** means the holders of the WisdomTree Crypto Mega Cap Equal Weight Securities;

**"Enforcement Event"** means the occurrence of an Event of Default pursuant to Condition 14 of the Conditions or an Issuer Insolvency Event;

**"New US Custodian"** means Coinbase Custody Trust Company LLC as a Custodian.

**"Receiver"** has the meaning given to it in Clause 7.6 hereof;

**"Related Rights"** means, to the extent applicable in relation to any asset:

- (a) any assets or rights deriving from a Fork Event, an Airdrop Event or any other allocation events in respect of that asset;
- (b) any rights or title in or to any Private Cryptographic Keys;
- (c) the proceeds of sale, transfer, lease or other disposal of all or any part of that asset (including any new assets purchased with such sale or disposal proceeds as part of a Rebalancing);
- (d) all rights under any agreement for sale in respect of all or any part of that asset;
- (e) all rights, powers, benefits, claims, contracts, warranties, remedies, security interests, guarantees, indemnities or covenants for title in respect of all or any part of that asset;
- (f) any interest, dividends or other distribution paid or payable on that asset;
- (g) any moneys and proceeds paid or payable in respect of all or any part of that asset;
- (h) any awards or judgments in favour of the Issuer in respect of all or any part of that asset; and
- (i) any other assets deriving from or relating to all or any part of that asset;

**"Secured Liabilities"** means all present and future sums and other liabilities owing by the Issuer to any Secured Party from time to time under any Programme Document in connection with the WisdomTree Crypto Mega Cap Equal Weight Securities, including without limitation, the Redemption Obligations;

**"Secured Parties"** means the Crypto Mega Cap Equal Weight Securityholders and the Trustee;

**"Secured Property"** means the assets listed in Clauses 2.1 and 3.1 from time to time subject, or expressed to be subject, to the Security or any part or parts thereof;

**"Security"** means the security granted by the Issuer pursuant to Clauses 2.1, 3.1, 4.1 and 5.1 of this Deed;

**"Trading Balance"** means, in respect of a day, the balance evidencing the Digital Currencies credited by the Issuer to the "Trading Balance" (as defined in the Coinbase Master Trading Agreement) as of such date and its corresponding *pro rata* share of the Digital Currencies that Coinbase is holding on an omnibus basis as of such day for the purpose of effecting, amongst other transactions, transfers of Digital Currencies or other Orders (as defined in the Coinbase Master Trading Agreement) executed on the Trading Platform;

**"Trading Ledger"** means, in respect of any day:

- (a) the "end of day" Trading Balance in respect of the immediately preceding day maintained by the Determination Agent and Coinbase; and
- (b) the record of daily trades maintained by each of the Determination Agent and Coinbase in respect of all trading activity carried out in relation to the WisdomTree Crypto Mega Cap Equal Weight Securities under the Coinbase Master Trading Agreement during such day,

*provided that*, in the event of a discrepancy between any ledger or record maintained by the Determination Agent or Coinbase, the ledger or record maintained by the Determination Agent shall prevail;

**"Trading Platform"** has the meaning given to such term in the Coinbase Master Trading Agreement;

**"UCC Security and Account Control Agreement"** means the agreement entered into on or around the date of this Deed and made between the Issuer, the Trustee and the New US Custodian in respect of the WisdomTree Crypto Mega Cap Equal Weight Securities;

**"WisdomTree Crypto Mega Cap Equal Weight Securities"** means the Class of Index Digital Securities referencing the WisdomTree CF Crypto Mega Cap Equal Weight Index which, as at the date of this Deed, is comprised of Bitcoin and Ethereum; and

**"WisdomTree Crypto Mega Cap Equal Weight Securities Secured Custody Account"** means in respect of the Coinbase Custody Agreement, sub-account " - WisdomTree Issuer X Limited - WT Crypto Mega Cap Equal Weight" opened with the New US Custodian by the Issuer in respect of the WisdomTree Crypto Mega Cap Equal Weight Securities, and any successor, replacement or additional account opened with the New US Custodian by the Issuer in respect of the WisdomTree Crypto Mega Cap Equal Weight Securities.

- 1.3 In this Deed references to Clauses, sub-clauses, paragraphs, sub-paragraphs and the Schedule shall be construed as references to the Clauses, sub-clauses, paragraphs and sub-paragraphs of, and the Schedule to, this Deed respectively.
- 1.4 In this Deed tables of contents and Clause headings are included for ease of reference only and shall not affect the construction of this Deed.
- 1.5 In this Deed references to any agreement includes such agreement as supplemented, novated, restated and amended from time to time.
- 1.6 If at any time any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Deed nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

## **2. CREATION OF PLEDGE**

- 2.1 The Issuer declares its intention to create a pledge and does create a pledge of, and grants a security interest in, all of its right, title and interest from time to time in respect of:
  - 2.1.1 all Digital Currencies credited whether now or in the future to the WisdomTree Crypto Mega Cap Equal Weight Securities Secured Custody Accounts with the New US Custodian and all Related Rights (in each case, to the extent not validly and effectively secured pursuant to the UCC Security and Account Control Agreement); and
  - 2.1.2 all Digital Currencies credited to the Trading Balance for the purpose of effecting a Rebalancing in respect of such WisdomTree Crypto Mega Cap Equal Weight Securities and all Related Rights in respect of such Digital Currencies,

(together, the **"Digital Currency Collateral"**) and all proceeds of the foregoing in favour of the Trustee as security for payment of all Secured Liabilities by way of first right of pledge in priority to all other pledges, mortgages or security interests with full title guarantee; *provided that*, in respect of sub-paragraph 2.1.1 above, the entitlement of the holders of WisdomTree Crypto Mega Cap Equal Weight Securities to the Digital Currencies credited to the Trading Balance as of any day shall be determined solely by reference to the Trading Ledger and, in the event of any discrepancy between the Trading Ledger and the Digital Currencies credited to the Trading Balance as of such day and held by Coinbase on behalf of the Issuer, any shortfall to or excess of such Digital Currencies shall be distributed equally between each Class of Index Digital Securities in respect of which Digital Currencies were credited to the Trading Balance as of such day.

- 2.2 The parties agree that (i) the Digital Currency Collateral credited whether now or in the future to any WisdomTree Crypto Mega Cap Equal Weight Securities Secured Custody Account with the New US Custodian shall be Investment Property as such term is defined in §9-102(49) of the New York

Uniform Commercial Code (the "**UCC**") as in effect at the date of this Agreement; (ii) each item of Investment Property and all other property held in or credited to any WisdomTree Crypto Mega Cap Equal Weight Securities Secured Custody Account with the New US Custodian shall be treated as a "financial asset" within the meaning of UCC §8-102(a)(9); and (iii) each WisdomTree Crypto Mega Cap Equal Weight Securities Secured Custody Account with the New US Custodian is a "securities account" as such term is defined in UCC §8-501.

### **3. ASSIGNMENT BY WAY OF SECURITY**

3.1 As security for the payment of the Secured Liabilities the Issuer assigns and agrees to assign to the Trustee for the benefit of the Secured Parties by way of security with full title guarantee all its present and future rights, title and interest in, to and under the Coinbase Prime Broker Agreement (including the Coinbase Custody Agreement and the Coinbase Master Trading Agreement deemed entered into thereunder) insofar as such rights, title and interest relate to the Digital Currencies, including its rights in respect of:

3.1.1 each WisdomTree Crypto Mega Cap Equal Weight Securities Secured Custody Account with the New US Custodian in which Digital Currencies are received and stored and all Related Rights (in each case, to the extent not validly and effectively secured pursuant to the UCC Security and Account Control Agreement); and

3.1.2 the Trading Balance maintained by Coinbase insofar as its rights, title and interest to the Digital Currencies credited to the Trading Balance as of such day related to the WisdomTree Crypto Mega Cap Equal Weight Securities; *provided that*, in respect of this sub-paragraph 3.1.2, the rights, title and interest in, to and under Trading Balance as they relate to the WisdomTree Crypto Mega Cap Equal Weight Securities shall be determined solely by reference to the Trading Ledger and, in the event of any discrepancy between the Trading Ledger and the Digital Currencies credited to the Trading Balance as of any day and held by Coinbase on behalf of the Issuer, any shortfall to or excess of such Digital Currencies shall be distributed equally between each Class of Index Digital Securities in respect of which Digital Currencies were credited to the Trading Balance as of such day.

3.2 The Issuer undertakes to give notice of the assignments referred to in Clause 3.1 above to Coinbase in substantially the form set out in Schedule 2 hereto and to the New US Custodian in substantially the form set out in Schedule 2 hereto, in each case promptly upon its entry into the Coinbase Prime Broker Agreement and to use its reasonable endeavours to procure that Coinbase and the New US Custodian acknowledge such notices.

### **4. CREATION OF FIXED CHARGE**

4.1 As continuing security for the payment or discharge of the Secured Liabilities the Issuer (to the extent not validly and effectively pledged pursuant to Clause 2 (*Creation of Pledge*), assigned pursuant to Clause 3.1 (*Assignment by way of Security*) or secured pursuant to the UCC Security and Account Control Agreement) with full title guarantee hereby charges by way of first fixed charge to the Trustee for the benefit of the Secured Parties all the Issuer's rights, title and interest, present and future, in and to the Secured Property, such charge to take effect by way of first fixed security.

### **5. CREATION OF FLOATING CHARGES**

5.1 As continuing security for the payment or discharge of the Secured Liabilities the Issuer (to the extent not validly and effectively pledged pursuant to Clause 2 (*Creation of Pledge*), assigned pursuant to Clause 3.1 (*Assignment by way of Security*), charged by way of fixed charge pursuant to Clause 4.1 (*Creation of fixed charge*) or secured pursuant to the UCC Security and Account Control Agreement) with full title guarantee hereby charges by way of first floating charge to the Trustee for the benefit of the Secured Parties all the Issuer's rights, title and interest, present and future, in and to the Secured Property, such charge to take effect by way of first floating security.

5.2 Paragraph 14 of Schedule B1 of the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 5.

### **6. RESTRICTION ON DEALINGS**

6.1 The Issuer may not create or allow to exist any security over all or any part of the Secured Property, except for any security created pursuant to this Deed or any other Programme Documents.

- 6.2 Prior to an Enforcement Event, the Issuer may, without the sanction of an Extraordinary Resolution from the Crypto Mega Cap Equal Weight Securityholders and without the prior written consent of the Trustee:
- 6.2.1 take such action in relation to the Secured Property as is not prohibited by the Programme Documents; and
  - 6.2.2 subject to the terms of the Coinbase Prime Broker Agreement and the Coinbase Custody Agreement and the Coinbase Master Trading Agreement, in each case, deemed entered thereunder, exercise any rights incidental to the ownership of the Secured Property which are exercisable by the Issuer and, in particular (but, without limitation, and without responsibility for their exercise), any voting rights in respect of such property and all rights to enforce any such ownership interests in respect of such property.
- 6.3 After an Enforcement Event, the Issuer may not exercise any of its rights with respect to the Secured Property without the prior written consent of the Trustee. Accordingly, this means that the Issuer retains no control whatsoever over the Secured Property after the occurrence of an Enforcement Event.

## **7. ENFORCEMENT**

- 7.1 The whole of the Security shall become enforceable if an Enforcement Event has occurred and is continuing.
- 7.2 After the occurrence of an Enforcement Event, the Trustee may, at its discretion, and shall, if so directed in writing by:
- 7.2.1 the holders of at least one fifth in number of the WisdomTree Crypto Mega Cap Equal Weight Securities then outstanding; or
  - 7.2.2 an Extraordinary Resolution of the Crypto Mega Cap Equal Weight Securityholders,
- (in each case subject to the Trustee having been prefunded and/or secured and/or indemnified to the Trustee's satisfaction by the Crypto Mega Cap Equal Weight Securityholders), take, without further notice, such action or step or institute such proceedings against the Issuer, as it may think fit to enforce the rights of the Secured Parties against the Issuer arising under this Deed including (but not limited to):
- 7.2.3 enforcing and/or terminating any relevant Programme Document relating to the WisdomTree Crypto Mega Cap Equal Weight Securities in accordance with its or their terms; and/or
  - 7.2.4 taking action against the Obligor(s); and/or
  - 7.2.5 taking possession of and/or realising all or part of the Secured Property; and/or
  - 7.2.6 selling, calling in, collecting and converting into money all or part of such Secured Property,
- in such manner, at such time and on such terms as it thinks fit, in each case without any liability as to the consequence of such action and without having regard to the effect of such action on individual Crypto Mega Cap Equal Weight Securityholders.
- 7.3 Save as provided in Clause 7.6, only the Trustee may enforce the provisions of this Deed where the Trustee has elected or been directed to enforce the Security and the Issuer's obligations under the Trust Deed.
- 7.4 At any time after an Enforcement Event, the Trustee may collect, sell, or otherwise deal with the Secured Property in such manner as the Trustee thinks fit, and may take such actions or proceedings in connection therewith as it considers appropriate, and the Trustee shall apply the proceeds of such realisation in the manner described in Condition 6.2 of the Conditions and in Clause 5.2 of the Trust Deed.
- 7.5 The Trustee shall be entitled at any time after an Enforcement Event to do any of the acts and things listed in Clause 9 in relation to the Secured Property either in its own name or in the name of the

Issuer and by way of security the Issuer hereby irrevocably appoints and constitutes the Trustee as the Issuer's true and lawful attorney with full power in the name and on behalf of the Issuer to do any of the acts and things listed in Clause 9 at any time after an Enforcement Event and with full power for any such attorney to sub-delegate any of such powers including the power to sub-delegate. The Issuer hereby ratifies and confirms and agrees to ratify and confirm whatever any such attorney may do or purport to do in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in this sub-clause 7.5.

7.6 At any time after an Enforcement Event, the Trustee may by writing appoint any person or persons to be a receiver or a receiver and manager or similar officer of any part of the Secured Property (which, in any such case, shall not be the Trustee or an affiliate of the Trustee) (each, a "**Receiver**"), and may remove any Receiver so appointed and appoint another in its place.

7.7 The Issuer hereby irrevocably appoints the following, namely:

7.7.1 the Trustee,

7.7.2 each and every person to whom the Trustee shall from time to time have delegated the exercise of the power of attorney conferred by this sub-clause 7.7, and

7.7.3 any Receiver appointed hereunder for the time being holding office as such (together with any person appointed pursuant to sub-clause 7.7.2, an "**Appointee**"),

jointly and also severally to be the attorney or attorneys of the Issuer and in its name and otherwise on its behalf and as its act and deed to sign, seal, execute, deliver, perfect and do all deeds, instruments, acts and things which may be required (or which the Trustee or any Appointee shall consider requisite) for carrying out any obligation imposed on the Issuer by, or pursuant to, this Deed, for carrying any sale or other dealing by the Trustee or such Appointee(s) into effect, for conveying or transferring any legal estate or other interest in property or otherwise howsoever, for getting in the Secured Property, and generally for enabling the Trustee and any Appointee to exercise the respective powers conferred on them by or pursuant to this Deed or by law. The Trustee or any Appointee shall have full power to delegate the power conferred on it by this sub-clause 7.7, but no such delegation to any person shall preclude the subsequent exercise of such power by the Trustee or, as the case may be, any Appointee itself or preclude the Trustee or any Appointee from making a subsequent delegation thereof to some other person; and any such delegation may be revoked by the Trustee or the relevant Appointee at any time.

7.8 Upon any sale, calling in, collection, conversion or enforcement as provided above and upon any other dealing or transaction under the provisions contained in this Deed, the receipt of the Trustee for the purchase money of the assets sold and for any other moneys paid to it shall effectually discharge the purchaser or other person paying the same and such purchaser or other person shall not be responsible for the application of such moneys.

7.9 If the Trustee appoints a Receiver in relation to the Secured Property, the following provisions shall have effect in relation thereto:

7.9.1 such appointment may be made either before or after the Trustee has taken possession of any of the Secured Property;

7.9.2 such Receiver may be vested by the Trustee with such powers and discretions (not exceeding the powers and discretions of the Trustee) as the Trustee has and may think expedient, including those listed in Clause 9, and may sell or concur in selling all or any of the Secured Property, or charge or release all or any of the Secured Property, in each case without restriction and on such terms and for such consideration (if any) as he may think fit and may carry any such transaction into effect by conveying, transferring and delivering in the name or on behalf of the Issuer or otherwise;

7.9.3 such Receiver shall in the exercise of his powers, authorities and discretions conform to regulations from time to time made by the Trustee;

7.9.4 the Trustee may from time to time fix the remuneration of such Receiver and direct payment thereof out of moneys accruing to him in the exercise of his powers as such;



- 7.9.5 the Trustee may from time to time and at any time require any such Receiver to give security for the due performance of his duties as Receiver and may fix the nature and amount of the security to be so given, but the Trustee shall not be bound in any case to require any such security;
- 7.9.6 save insofar as otherwise directed by the Trustee, all moneys from time to time received by such Receiver shall be paid over forthwith to the Trustee to be held by it in accordance with the provisions of Condition 6.2 of the Conditions; and
- 7.9.7 every such Receiver shall be the agent of the Issuer for all purposes and the Issuer alone shall be responsible for his acts, defaults and misconduct, and the Trustee and the Secured Parties shall not incur any liability therefore or by reason of its or their making or consenting to the appointment of a person as a Receiver under the Trust Deed, or the terms on which such appointment is made.
- 7.10 The Issuer shall at its own cost and expense execute and do all such assurances, acts and things as the Trustee may reasonably require (including, without limitation, the giving of notices of charge or assignment and the effecting of filings or registrations in any jurisdiction) for perfecting or protecting the Security and from time to time and at any time after an Enforcement Event, shall execute and give all such assurances and do all such acts and things as the Trustee may require (including providing the Trading Ledger and any other records it has maintained in connection with trading activity executed through the Trading Account to the Trustee) for the purpose of facilitating the realisation of, or enforcement of rights in respect of, all or any of the Secured Property and the exercise of all powers, authorities and discretions vested in the Trustee or in any Appointee.
- 7.11 The Trustee may raise and borrow money on the Secured Property or any part thereof for the purpose of defraying any moneys, costs, charges, losses and expenses paid or incurred by it in connection with this Deed (including the costs of realisation of the Secured Property and the remuneration of the Trustee) or in the exercise of any of the powers, authorities and discretions contained in these presents in relation to the Secured Property. The Trustee may raise and borrow such money at such rate of interest and generally on such terms and conditions as it shall think fit and may secure the repayment of the money so raised or borrowed with interest on the same by mortgaging or otherwise charging the Secured Property or any part thereof and either in priority to the Security constituted pursuant to these presents or otherwise and generally in such manner and form as the Trustee shall think fit and for such purposes may execute and do all such assurances, acts and things as it shall think fit.
- 7.12 The Trustee shall not nor shall any Appointee of the Trustee by reason of enforcement of the Security or any other reason whatsoever and whether as chargee or on any other basis whatsoever, be liable to account for anything except actual receipts or be liable for any loss or damage arising from realisation of, or enforcement of rights in respect of such Secured Property or any other property, assets, rights or undertakings of whatsoever nature whether or not owned by the Issuer or any other person or in which the Issuer or such other person has an interest, from any act, default or omission in relation to such Secured Property or any other property, assets, rights or undertakings of whatsoever nature whether or not owned by the Issuer or any other person or in which the Issuer or such other person has an interest, or from any exercise or non-exercise by it of any power, authority or discretion conferred upon it in relation to all or any of the Secured Property or any other property, assets, rights or undertakings of whatsoever nature whether or not owned by the Issuer or any other person or in which the Issuer or such other person has an interest, by or pursuant to this Deed.
- 7.13 The powers conferred on the Trustee or any Appointee by this Deed in relation to all or any of the Secured Property shall be in addition to and not in substitution for the powers conferred on receivers (in the case of an appointment of a Receiver) under the Law of Property Act 1925 and the Insolvency Act 1986 (including, without limitation, all of the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver)) and where there is any ambiguity or conflict between the powers contained in those Acts and those conferred by this Deed the terms of this Deed shall prevail.
- 7.14 No person dealing with the Trustee or with any Appointee appointed by the Trustee in respect of all or any of the Secured Property shall be concerned to enquire whether any event has happened upon which any of the powers, authorities and discretions conferred by or pursuant to this Deed in relation to such Secured Property or any other property, assets or undertaking are, or may be, exercisable by the Trustee or by any such Appointee or otherwise as to the propriety or regularity of acts purporting or intended to be in exercise of any such powers, authorities or discretions.

7.15 The provisions of sub-clauses 7.12, 7.13 and 7.14 in relation to the Trustee and any Appointee shall also apply, *mutatis mutandis*, in relation to any Receiver appointed by the Trustee.

## **8. PROVISIONS IN FAVOUR OF THE TRUSTEE AS REGARDS THE SECURED PROPERTY**

8.1 The Trustee shall accept pursuant to this Deed and without investigation, requisition or objection such right and title as the Issuer may have to any of the Secured Property and shall not be bound or concerned to examine or enquire into or be liable for any defect or failure in the right or title of the Issuer to all or any of the Secured Property, whether such defect or failure was known to the Trustee or might have been discovered upon examination or enquiry and whether capable of remedy or not.

8.2 Until an Enforcement Event, the Secured Property shall be dealt with in accordance with the provisions of this Deed and the Trustee shall not be responsible in such circumstances or at any other time for any loss occasioned thereby whether by depreciation in value or by fluctuation in exchange rates or otherwise.

8.3 The Trustee shall have no responsibility whatsoever to the Issuer or the Secured Parties as regards any deficiency which might arise because the Trustee is subject to any Tax in respect of all or any of the income it may receive pursuant to the terms of the Trust Deed or this Deed, as the case may be, or the proceeds thereof.

8.4 The Trustee shall not be responsible for investigating, monitoring or supervising the observance or performance by any person in respect of the Secured Property.

8.5 The Trustee shall not be liable for any failure, omission or defect in perfecting, protecting or further assuring the Security including (without prejudice to the generality of the foregoing) any failure, omission or defect in registering or filing or procuring registration or filing of or otherwise protecting or perfecting the Security in respect of or in relation to this Deed or the priority thereof or the right or title of any person in or to the assets comprised therein by registering under any applicable registration laws in any territory any notice or other entry prescribed by or pursuant to the provisions of any such laws.

8.6 The Trustee shall not be responsible for any unsuitability, inadequacy or unfitness as security for the Secured Liabilities of any of the Secured Property and shall not be obliged to make any investigation into, and shall be entitled to assume, the suitability, adequacy and fitness as security for the Secured Liabilities of the Secured Property.

8.7 When the Trustee is required to consider (following the creation of the Security) any matter arising under the Secured Property, it may take directions in relation thereto from the Crypto Mega Cap Equal Weight Securityholders by means of an Extraordinary Resolution and shall not be liable for any delay in so doing which cannot reasonably be avoided by the Trustee.

8.8 The Trustee may, upon a disposal of any of the Secured Property by it or any Receiver to any third party in accordance with the terms of this Deed, release such Secured Property from the Security.

8.9 The Trustee may rely as to any matters of fact upon any report or certificate signed and given by or on behalf of the Issuer and the information contained therein absolutely and shall be under no obligation to enquire as to the adequacy, accuracy or sufficiency of any such information or be under any obligation to make any calculations or verifications in respect of any such information. Any such certificate shall, in the absence of manifest error, be conclusive and binding for all purposes.

## **9. TRUSTEE'S POWERS IN RELATION TO THE SECURED PROPERTY**

9.1 The Trustee may at any time after an Enforcement Event do any of the following acts and things in relation to the Secured Property:

9.1.1 demand and collect or arrange for the collection of and receive all amounts which shall from time to time become due and payable in respect of the Secured Property;

9.1.2 compound, give receipts and discharges for, settle and compromise any and all sums and claims for money due and to become due in respect of the Secured Property;

9.1.3 exercise all or any of the powers or rights which but for the creation of the Security would have been exercisable by the Issuer in respect of the Secured Property;

- 9.1.4 file any claim, take any action, or institute and prosecute or defend any legal, arbitration or other proceedings;
- 9.1.5 lodge claims and prove in and institute any insolvency proceedings of whatsoever nature relating to the Issuer;
- 9.1.6 execute, deliver, file and record any statement or other paper to create, preserve, perfect or validate the creation of the Security to enable the Trustee to exercise and enforce its rights under this Deed;
- 9.1.7 apply for, obtain, make and renew any approvals, permissions, authorisations and other consents and all registrations and filings which may be desirable or required to create or perfect the Security or to ensure the validity, enforceability or admissibility in evidence of this Deed in any jurisdiction; and
- 9.1.8 without prejudice to the generality of the foregoing, act generally in relation to the Secured Property in such manner as it may think expedient.

**10. TRUSTEE'S POWERS TO BE ADDITIONAL**

The powers conferred upon the Trustee by this Deed shall be in addition to any powers which may from time to time be vested in the Trustee by general law or under the Trust Deed or as a holder of any of the WisdomTree Crypto Mega Cap Equal Weight Securities.

**11. RELEASE**

If the Secured Liabilities have been irrevocably and unconditionally paid to and received by the Trustee in full, the Trustee shall at the request and cost of the Issuer, release or discharge the Secured Property from the Security.

**12. NOTICES**

12.1 Each communication under this Deed shall be made (by recorded delivery or courier if by post), by fax, (other than in the case of the Trustee) by electronic communication, or otherwise in writing. Each communication or document to be delivered to any party under this Deed shall be sent to that party at the fax number, postal address or (except in the case of the Trustee) electronic address, and marked for the attention of the person (if any) from time to time designated by that party for the purpose of this Deed.

12.2 The initial fax number, postal address, (except in the case of the Trustee) electronic address and person(s) so designated by each party are set out below:

(a) to the Secretary of the Issuer:

JTC Fund Solutions (Jersey) Limited  
28 Esplanade, St Helier  
Jersey, JE4 2QP  
Channel Islands  
Attention:

(b) to the Trustee:

8th Floor  
100 Bishopsgate  
London EC2N 4AG  
Attention: The Manager, Commercial Trusts  
Email:

12.3 Any communication from any party to any other under this Deed shall be effective (if by fax) when the relevant delivery receipt is received by the sender, (if by recorded delivery or courier) on the day it is delivered and (if by electronic communication) when the relevant receipt of such communication being read is given or, where no read receipt is requested by the sender, at the time of sending, provided that no delivery failure notification is received by the sender within 24 hours of sending such

communication; provided that any communication which is received (or deemed to take effect in accordance with the foregoing) outside business hours or on a non-Business Day in the place of receipt shall be deemed to take effect at the opening of business on the next following Business Day in such place. Any communication delivered to any party under this Deed which is to be sent by fax or electronic communication will be written legal evidence.

- 12.4 Any notice or communication delivered to the Trustee by electronic mail shall only take effect upon written confirmation of receipt from the Trustee (and, for the avoidance of doubt, an automatically generated "received" or "read receipt" will not constitute such written confirmation). The Trustee agrees to use reasonable endeavours to send written confirmations of receipt of emails promptly after receipt of such emails. Every communication shall be irrevocable save in respect of any manifest or proven error therein.

### 13. TRUST DEED

The Trustee shall have the benefit of all of the provisions of the Trust Deed in connection with its activities hereunder as though they were set out in this Deed in full and nothing in this Deed shall operate to limit, exclude or override any such provisions.

### 14. GOVERNING LAW AND SUBMISSION TO JURISDICTION

- 14.1 This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.

- 14.2 The courts of England are to have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Deed and accordingly any legal action or proceedings arising out of or in connection with this Deed ("**Proceedings**") may be brought in such courts. The Issuer irrevocably submits to the jurisdiction of such courts and waives any objections to Proceedings in such courts on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. This submission is for the benefit of the Trustee and shall not limit the right of the Trustee to take Proceedings in any other court of competent jurisdictions nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

### 15. SERVICE OF PROCESS

The Issuer irrevocably appoints for the time being WisdomTree UK Ltd (the "**Service Agent**") of 1 King William Street, London, EC4N 7AF to receive, for it and on its behalf, service of process in any Proceedings in England. Service of process on such agent shall be deemed valid service upon the Issuer whether or not it is forwarded to and received by the Issuer. The Issuer shall inform the Trustee in writing of any change in its respective process agent's address within 28 calendar days of such change. If for any reason such process agent ceases to be able to act as such or no longer has an address in London, the Issuer irrevocably agrees to appoint a substitute process agent in England reasonably acceptable to the Trustee and to deliver to it a copy of the substitute process agent's written acceptance of that appointment, within 14 calendar days. The Issuer irrevocably consents to any process in any Proceedings anywhere being served by mailing a copy by registered post to it in accordance with Clause 12.2. However, nothing in this Clause 15 shall affect the right to serve process in any other manner permitted by law.

### 16. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Act**") to enforce any term of this Deed, but this does not affect any rights that a person may have other than under the Act.

### 17. COUNTERPARTS

This Deed and any other document supplemental hereto may each be executed and delivered in any number of counterparts, all of which, taken together, shall constitute one and the same deed and any party to this Deed or any other document supplemental hereto may enter into the same by executing and delivering a counterpart.

**18. LIMITED RECOURSE**

Save as provided for in the Trust Deed, each Secured Party shall have recourse only to the Secured Property and any sums derived therefrom. If, the Trustee (or any other Secured Party) having realised the same, the net proceeds are insufficient for the Issuer to make all payments and meet all obligations which, but for the effect of this Clause, would then be due in respect of the WisdomTree Crypto Mega Cap Equal Weight Securities, the obligations of the Issuer to each Crypto Mega Cap Equal Weight Securityholder shall be limited to the net proceeds of realisation and neither the Trustee nor any person acting on its behalf shall be entitled to take any further steps against the Issuer to recover any further sums or property in respect of the WisdomTree Crypto Mega Cap Equal Weight Securities and no debt shall be owed by the Issuer to any such person in respect of any such further sum or property.

Neither the Trustee nor any Crypto Mega Cap Equal Weight Securityholder or any person acting on behalf of any of them may at any time bring, institute, nor join with any other person in bringing, instituting or joining, any bankruptcy, suspension of payments, moratorium of any indebtedness, winding up, re-organisation, arrangement, insolvency or liquidation proceeding or other proceeding under any similar law (whether court based or otherwise) in relation to the Issuer (except for the appointment of a receiver and manager pursuant to the relevant Security Deed and lodging claims and proving in any insolvency proceedings of whatsoever nature relating to the Issuer not instituted by it) for two years (or, if later, the longest suspense period, preference period or similar period (howsoever described) ending with the onset of insolvency in respect of which transactions entered into by the Issuer within such period may be subject to challenge under applicable insolvency or other proceeding) plus one day after the date on which all amounts payable under the last outstanding security of any class or type issued by the Issuer and constituted by the relevant Trust Deed are repaid in relation to the Issuer, nor shall they have any claim in respect of any sum arising in or other obligation in respect of the Secured Property or any other assets of the Issuer, except as otherwise provided for in the Trust Deed.

The provisions of this Clause 18 shall survive notwithstanding any enforcement or release of the Security or expiration of the Security Deed.



**SCHEDULE 1**

**FORM OF NOTICE OF ASSIGNMENT (COINBASE PRIME BROKER AGREEMENT)**

WisdomTree Issuer X Limited

*(incorporated and registered with limited liability in Jersey under the Companies (Jersey) Law 1991 (as amended) with registered number 129881)*

**Registered office:** 28 Esplanade, St Helier, Jersey, JE4 2QP, Channel Island

Coinbase, Inc.  
100 Pine Street, Suite 1250, San Francisco, CA 94111

2022

Dear Sirs

Prime Broker Agreement dated \_\_\_\_\_ 2022 and entered into between WisdomTree Issuer X Limited (the "**Issuer**") and Coinbase, Inc. ("**Coinbase**") for itself and on behalf of the other Coinbase Entities specified therein (the "**Prime Broker Agreement**") and the Master Trading Agreement deemed entered into between the Issuer and Coinbase pursuant to the terms of the Prime Broker Agreement (the "**Master Trading Agreement**" and, together with the Prime Broker Agreement, the "**Agreements**")

We hereby notify you that pursuant to a security deed (the "**Security Deed**"), a copy of which is enclosed, made between the Issuer and The Law Debenture Trust Corporation p.l.c. (the "**Trustee**") dated \_\_\_\_\_ 2022, the Issuer has assigned to the Trustee for the benefit of the Secured Parties by way of security with full title guarantee all its present and future rights, title and interest in and to the Agreements insofar as such rights, title and interest relate to the Digital Currencies stored in a WisdomTree Crypto Mega Cap Equal Weight Securities Secured Custody Account, Digital Currencies credited to the Trading Balance in respect of the WisdomTree Crypto Mega Cap Equal Weight Securities and/or the WisdomTree Crypto Mega Cap Equal Weight Securities, provided that, unless and until you are otherwise instructed by the Trustee, the Issuer may continue to exercise all its powers and discretions under the Agreements in relation to all matters expressed in the Agreements to be at the option, and/or subject to the discretion, of the Issuer and Coinbase and save that, to the extent that the Trustee's consent is required, it shall be the responsibility of the Issuer to ensure that such consent is received prior to undertaking the matter in question.

Terms used in this Notice and not otherwise defined bear the same meanings as in the Security Deed.

Please sign and return the enclosed copy of this notice to the Trustee (with a copy to the Issuer) by way of your confirmation that you have received notice that the Issuer has assigned its rights to the Agreement.

The provisions of this notice are governed by English law.

Yours faithfully

.....

for and on behalf of

**WisdomTree Issuer X Limited**

Countersigned by

.....

for and on behalf of

**The Law Debenture Trust Corporation p.l.c.**

From: Coinbase, Inc.  
100 Pine Street, Suite 1250, San Francisco, CA 94111

To: The Law Debenture Trust Corporation p.l.c.  
8th Floor  
100 Bishopsgate  
London EC2N 4AG  
United Kingdom

Copy to: WisdomTree Issuer X Limited  
28 Esplanade  
St Helier  
Jersey, JE4 2QP  
Channel Island

We hereby acknowledge receipt of the letter above, of which this is a duplicate and confirm that upon written notice from the Trustee we will deal only with the Trustee.

.....

for and on behalf of  
**Coinbase, Inc.**

**Date:** 2022



**SCHEDULE 2**

**FORM OF NOTICE OF ASSIGNMENT (COINBASE CUSTODY AGREEMENT)**

WisdomTree Issuer X Limited

*(incorporated and registered with limited liability in Jersey under the Companies (Jersey) Law 1991 (as amended) with registered number 129881)*

**Registered office:** 28 Esplanade, St Helier, Jersey, JE4 2QP, Channel Island

Coinbase Custody Trust Company LLC  
200 Park Avenue South, Suite 1208, New York, NY 10003, USA

2022

Dear Sirs

Coinbase Custody Custodial Services Agreement deemed entered into between WisdomTree Issuer X Limited (the "**Issuer**"), and Coinbase Custody Trust Company LLC, (the "**New US Custodian**") (the "**Agreement**") pursuant to the terms of the Prime Broker Agreement dated \_\_\_\_\_ 2022 between the Issuer and Coinbase, Inc. for itself and on behalf of the other Coinbase Entities (as defined in the Agreement)

We hereby notify you that pursuant to a security deed (the "**Security Deed**"), a copy of which is enclosed, made between the Issuer and The Law Debenture Trust Corporation p.l.c. (the "**Trustee**") dated \_\_\_\_\_ 2022, the Issuer has assigned to the Trustee for the benefit of the Secured Parties by way of security with full title guarantee all its present and future rights, title and interest in and to the Agreement insofar as such rights, title and interest relate to the Digital Currencies stored in a WisdomTree Crypto Mega Cap Equal Weight Securities Secured Custody Account and/or the WisdomTree Crypto Mega Cap Equal Weight Securities, provided that, unless and until you are otherwise instructed by the Trustee, the Issuer may continue to exercise all its powers and discretions under the Agreement in relation to all matters expressed in the Agreement to be at the option, and/or subject to the discretion, of the Issuer and the New US Custodian and save that, to the extent that the Trustee's consent is required, it shall be the responsibility of the Issuer to ensure that such consent is received prior to undertaking the matter in question.

Terms used in this Notice and not otherwise defined bear the same meanings as in the Security Deed.

Please sign and return the enclosed copy of this notice to the Trustee (with a copy to the Issuer) by way of your confirmation that you have received notice that the Issuer has assigned its rights to the Agreement.

The provisions of this notice are governed by English law.

Yours faithfully

.....

for and on behalf of

**WisdomTree Issuer X Limited**

Countersigned by

.....

for and on behalf of

**The Law Debenture Trust Corporation p.l.c.**

From: Coinbase Custody Trust Company LLC  
200 Park Avenue South, Suite 1208  
New York, NY 10003  
U.S.A

To: The Law Debenture Trust Corporation p.l.c.  
8th Floor  
100 Bishopsgate  
London EC2N 4AG  
United Kingdom

Copy to: WisdomTree Issuer X Limited  
28 Esplanade  
St Helier  
Jersey, JE4 2QP  
Channel Island

We hereby acknowledge receipt of the letter above, of which this is a duplicate and confirm that upon written notice from the Trustee we will deal only with the Trustee.

.....

for and on behalf of  
**Coinbase Custody Trust Company LLC**

**Date:** 2022