

DATED: 4 October 2020

Amendment to the Agency Agreement

between

WisdomTree Multi Asset Issuer Public Limited Company
(formerly Boost Issuer PLC)

as Issuer

The Law Debenture Trust Corporation p.l.c.

as Trustee

Apex IFS Limited (formerly Capita International
Financial Services (Ireland) Limited)

as Issuing and Paying Agent

Link Market Services Trustees Limited (formerly Capita
IRG Trustees Limited)

as Registrar

and

WisdomTree Multi Asset Management Limited (formerly
Boost Management Limited)

as Manager

relating to

a Collateralised ETP Securities Programme

THIS AMENDMENT is dated as of the 4 day of October 2020

BETWEEN:

- (1) **WISDOMTREE MULTI ASSET ISSUER PUBLIC LIMITED COMPANY (FORMERLY BOOST ISSUER PLC)**, (the “**Issuer**”), a company incorporated under the laws of Ireland under company number 515981 and having its registered office at 2nd Floor, Block 5 Irish Life Centre Abbey Street Lower, Dublin 1, D01 P767 Ireland;
- (2) **THE LAW DEBENTURE TRUST CORPORATION P.L.C.**, (the “**Trustee**”), of Fifth Floor, 100 Wood Street, London EC2V 7EX, United Kingdom;
- (3) **APEX IFS LIMITED (FORMERLY CAPITA INTERNATIONAL FINANCIAL SERVICES (IRELAND) LIMITED)**, (the “**Issuing and Paying Agent**”) of 2nd Floor, Block 5 Irish Life Centre Abbey Street Lower, Dublin 1, D01 P767 Ireland;
- (4) **LINK MARKET SERVICES TRUSTEES LIMITED (FORMERLY CAPITA IRG TRUSTEES LIMITED)**, (the “**Registrar**”), (which expression shall, where the context admits, include any successor Registrar appointed by the Issuer) of The Registry, 34 Beckenham Road, Beckenham, Kent, BR3 4TU, United Kingdom;
- (5) **WISDOMTREE MULTI ASSET MANAGEMENT LIMITED (FORMERLY BOOST MANAGEMENT LIMITED)**, (the “**Manager**”), a company incorporated under the laws of Jersey (registered number 111057) and having its registered office at Ordnance House, 31 Pier Road St Helier Jersey JE4 8PW.

Background:

- (A) The parties have entered into an Agency Agreement dated 30 November 2012 (the “**Agency Agreement**”) for the purposes of agreeing certain terms relating to the provision of administrative and registration services in respect of the ETP Securities, as more particularly described in this Agency Agreement on the terms and conditions set out therein and as further detailed in the Operating Manual.
- (B) The parties have agreed to amend the Agency Agreement to reflect the introduction of an online system used for placing Dealing Orders.

THE PARTIES AGREE THAT:

1. **Interpretation**

1.1 **Definitions**

Capitalised terms used in this Amendment but not otherwise defined shall have the meanings given to them in the Agency Agreement.

1.2 **Headings**

Headings shall be ignored in construing this Amendment.

1.3 **Contracts**

References in this Amendment to any document are to such document as amended, supplemented or replaced from time to time and include any document that amends, supplements or replaces it.

1.4 **Variations**

All references in this Amendment to an agreement, instrument or other document shall be construed as a reference to that agreement, instrument or document as the same may be amended, modified, varied or supplemented from time to time in accordance with its terms.

1.5 **Contracts (Rights of Third Parties) Act 1999**

A person who is not a party to this Agency Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Amendment.

2. **Amendments to the Agency Agreement**

2.1 **Recitals**

Paragraph (B) of the recitals shall be deleted and replaced with the following:

“(B) The ETP Securities will be issued in dematerialised uncertificated registered form and settled through the CREST settlement system, however, in the future, the ETP Securities maybe held in other forms and settled through other Relevant Clearing Systems.”

2.2 **Definitions**

The first sentence of Clause 1.1 shall be deleted and replaced with the following:

“Capitalised terms used in this Agency Agreement but not otherwise defined shall have the meanings given to them in the Master Definitions Schedule dated 30 November 2020 and amended and restated on the date hereof relating to the Programme.”

2.3 **Notification**

Clause 3.2 shall be deleted and replaced with the following:

“3.2 **Notification**

In the case of Form Dealing Orders, the Issuer shall, in respect of each Tranche of ETP Securities of the relevant Class of ETP Securities, notify and/or confirm and/or procure that the Determination Agent notifies and/or confirms to the Issuing and Paying Agent by fax or in writing or by electronic mail if so agreed between the Issuer and the Issuing and Paying Agent the Price per ETP Security.

In the case of System Dealing Orders, the Issuer shall, in respect of each Tranche of ETP Securities of the relevant Class of ETP Securities, procure that the Determination Agent uploads the Price per ETP Security to the System.”

2.4 **Issuing and Paying Agent**

Clause 7.1 shall be deleted and replaced with the following:

“7.1 **Issuing and Paying Agent**

In addition to those duties that are more particularly detailed in the Operating Manual, the Issuing and Paying Agent shall in relation to each relevant Class of ETP Securities:

- (A) In relation to Form Dealing Orders only:
- (1) upon receipt of a Form Dealing Order from an Authorised Participant, perform the validation checks (as set out in the Operating Manual) in a timely manner in relation to the order;
 - (2) liaise with the relevant Authorised Participant in a timely manner to confirm receipt of Form Dealing Orders and to confirm that such orders are valid;
 - (3) once a Form Dealing Order is deemed valid, send matching dealing notices in a pre-agreed format to the relevant Swap Provider in a timely manner so that such Swap Provider can upsize or downsize (as applicable) the relevant Swap Transactions;
 - (4) liaise with the relevant Swap Provider in a timely manner to confirm receipt of a dealing notice and to confirm that such notice has been accepted;
 - (5) liaise with the relevant Authorised Participant to confirm that dealing notices in respect of Dealing Orders have been accepted by the relevant Swap Provider;
 - (6) on the first Settlement Business Day following the relevant Subscription Trade Date, upon receipt of the pricing information in relation to the relevant Class of ETP Securities from the Determination Agent, communicate such pricing information to the relevant Authorised Participant;
 - (7) on the first Settlement Business Day following the relevant Subscription Trade Date, once pricing has been confirmed, send Dealing Orders to the Registrar to issue or redeem the ETP Securities in CREST;
- (B) In relation to System Dealing Orders only:
- (1) In the event of a System Dealing Order being created and, as a result of a breakdown or other problem with the System, confirmation by the relevant Swap Provider via the System is not possible, in accordance with section 7.1(A)(3) the Issuing and Paying Agent will complete and send to the relevant Swap Provider matching dealing notices, and the provisions of Clauses 7.1(A)(3)-(7) shall apply;
 - (2) If a System Dealing Order is rejected by the Swap Provider, update the status of the System Dealing Order in the System and add narrative in the System to inform the Authorised Participant of the reason for the rejection;
 - (3) If a System Dealing Order is neither accepted or rejected by the Swap Provider by 15:00 London time, cancel the System Dealing Order in the System.
- (C) liaise with the Registrar in a timely manner to confirm receipt of Dealing Orders and to provide settlement instructions in relation to such orders;
- (D) liaise with the Registrar and the relevant Authorised Participant, as applicable, in a timely manner to ensure matching trades are entered through CREST or through another Relevant Clearing System;

- (E) provide the required information to the Determination Agent so as to allow it to calculate any Credit Support Amount in accordance with the Determination Agency Agreement and any applicable Credit Support Document;
- (F) subject to confirmation by the Determination Agent of the Credit Support Amount, enter the Credit Support Amount in the Bank of New York Mellon Automated Deal Matching System, and liaise with the relevant Swap Provider and Determination Agent as appropriate to ensure that details are matched with those of the relevant Swap Provider; and
- (G) submit Final Terms to the Central Bank of Ireland Online Reporting System (ONR) website and to the Borsa Italiana website as per their requirements.

2.5 Registrar

Clause 7.2 shall be deleted and replaced with the following:

"7.2 Registrar

The Registrar shall in relation to each relevant Class of ETP Securities:

- (A) procure that the Register of the holders of the ETP Securities shall be maintained in Ireland, and that no register of the holders of ETP Securities shall be established, kept or maintained in the United Kingdom by or on behalf of the Registrar;
- (B) maintain, reconcile and update the Register on a daily basis in accordance with applicable laws and the rules of the Relevant Clearing System;
- (C) in the case of ETP Securities settled through CREST, accept and act upon properly authenticated de-materialised instructions, as defined in the Uncertificated Regulations, and carry out necessary and appropriate procedures in compliance with the rules of CREST or any other approved Operator (as defined in the Uncertificated Regulations) including without limitation steps to reconcile CREST (or other Operators') accounts with the Register and complying with the Uncertificated Regulations;
- (D) notify the Issuer and the Manager, as soon as reasonably practicable in the event that the Registrar receives notice that any ETP Securityholder has ceased to have or will cease to have an account with the Relevant Clearing System;
- (E) upon receipt of valid instructions from the Issuing and Paying Agent, reconcile relevant instructions to the Relevant Clearing System in a timely manner;
- (F) liaise with the relevant Authorised Participant and the Issuing and Paying Agent in a timely manner to resolve any unmatched or failing transactions;
- (G) provide confirmation of transaction settlement to the Issuing and Paying Agent in a timely manner;
- (H) subject to confirmation from the Issuing and Paying Agent, release funds to the relevant Swap Provider in relation to Subscription Orders;
- (I) comply with the procedures set out in the Operating Manual dealing with, amongst other things, the timetable for dealing in ETP Securities;

- (J) provide movement and failed trade reports in respect of the relevant Class of ETP Securities as may be requested by the Issuing and Paying Agent from time to time;
- (K) update the Register pursuant to written information received from the Issuing and Paying Agent in a timely manner (for the avoidance of doubt, the Registrar shall promptly report any operational issues which may arise in relation to the receipt of such information);
- (L) maintain and update interest payment instructions (where applicable);
- (M) set up voting facilities for general meetings (through CREST and/or web and/or paper forms or as otherwise determined suitable in relation to the Relevant Clearing System) ;
- (N) receive, validate, capture and collate proxy votes and online proxy reports to the Issuer (where applicable);
- (O) attend meetings of holders of ETP Securities, and administer polls as required; and
- (P) maintain proper records of the details of all documents received by the Registrar.”

3. **Counterparts**

This Amendment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same agreement.

4. **Governing law**

4.1 **Governing law**

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

4.2 **Submission to jurisdiction**

The courts of England are to have non-exclusive jurisdiction to settle any disputes that may arise out of or in connection with this Amendment and accordingly any legal action or proceedings arising out of or in connection with this Amendment (“**Proceedings**”) may be, brought in such courts. Each of the Issuer and any party incorporated outside England irrevocably submits to the jurisdiction of such courts and waives any objections to Proceedings in such courts whether on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. These submissions are made for the benefit of each of the other parties to this Amendment and shall not limit the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude any of them from taking Proceedings in any other jurisdiction (whether concurrently or not).

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EXECUTION PAGE

The Issuer

WISDOMTREE MULTI ASSET ISSUER PUBLIC LIMITED COMPANY

2nd Floor, Block 5
Irish Life Centre
Abbey Street Lower
Dublin 1, D01 P767
Ireland

Telephone: +353 1 411 2949
Email: ClientOperations@Apexfs.com
Attention: The Directors (WisdomTree Multi Asset Issuer Public Limited Company)

By:


STUART GALLAGHER
DIRECTOR

Date:

2-OCTOBER-20

The Trustee

THE LAW DEBENTURE TRUST CORPORATION P.L.C.

Fifth Floor, 100 Wood Street
London EC2V 7EX
United Kingdom

Fax: +44 (0)20 7606 0643
Attention: The Manager, Commercial Trusts (Trust Code: 200084)

By:

AMENDMENT

EXECUTION PAGE

The Issuer

WISDOMTREE MULTI ASSET ISSUER PUBLIC LIMITED COMPANY

2nd Floor, Block 5
Irish Life Centre
Abbey Street Lower
Dublin 1, D01 P767
Ireland

Telephone: +353 1 411 2949
Email: ClientOperations@Apexfs.com
Attention: The Directors (WisdomTree Multi Asset Issuer Public Limited Company)

By:

Date: _____

The Trustee

THE LAW DEBENTURE TRUST CORPORATION P.L.C.

Fifth Floor, 100 Wood Street
London EC2V 7EX
United Kingdom

Fax: +44 (0)20 7606 0643
Attention: The Manager, Commercial Trusts (Trust Code: 200084)

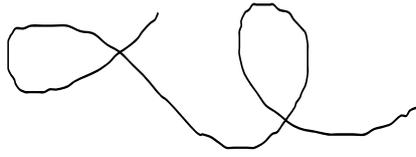
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By: Laura Callaghan

The Issuing and Paying Agent

APEX IFS LIMITED

2nd Floor, Block 5
Irish Life Centre
Abbey Street Lower
Dublin 1, D01 P767
Ireland



Telephone: +353 1 411 2949
Email: ClientOperations@Apexfs.com
Attention: Client Services Manager (WisdomTree Multi Asset Issuer Public Company Limited)

By: Lisa Hand

Date: 4 October 2020

The Registrar

LINK MARKET SERVICES TRUSTEES LIMITED

The Registry,
34 Beckenham Road,
Beckenham, Kent
BR3 4TU
United Kingdom

Telephone:
Email:
Attention: Relationship Manager (WisdomTree Multi Asset Issuer Public Company Limited)

By:

Date: _____

The Issuing and Paying Agent

APEX IFS LIMITED

2nd Floor, Block 5
Irish Life Centre
Abbey Street Lower
Dublin 1, D01 P767
Ireland

Telephone: +353 1 411 2949
Email: ClientOperations@Apexfs.com
Attention: Client Services Manager (WisdomTree Multi Asset Issuer Public Company Limited)

By:

Date: _____

The Registrar

LINK MARKET SERVICES TRUSTEES LIMITED

The Registry,
34 Beckenham Road,
Beckenham, Kent
BR3 4TU
United Kingdom

Telephone:
Email:
Attention: Relationship Manager (WisdomTree Multi Asset Issuer Public Company Limited)

By:

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Date: 4 October 2020

The Manager

WISDOMTREE MULTI ASSET MANAGEMENT LIMITED

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By:

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Chris Foulds

Date: 4 October 2020