

DATED: 14 December 2020

Ninth Supplemental Trust Deed

between

WisdomTree Multi Asset Issuer Public Limited Company
as Issuer

WisdomTree Multi Asset Management Limited
as Manager

and

The Law Debenture Trust Corporation p.l.c.
as Trustee

modifying the provisions of the Master Trust Deed dated 30 November
2012 (as amended), relating to the Issuer's Collateralised ETP
Securities Programme (the "**Programme**")

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THIS SUPPLEMENTAL TRUST DEED is dated 14 December 2020 and made **BETWEEN:**

- (1) **WISDOMTREE MULTI ASSET ISSUER PUBLIC LIMITED COMPANY**, 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, D01P767, Ireland (the “**Issuer**”);
- (2) **WISDOMTREE MULTI ASSET MANAGEMENT LIMITED**, (which expression shall, where the context admits, include any successor Manager appointed by the Issuer), of Ordnance House, 31 Pier Road, St Helier, Jersey JE4 8PW (the “**Manager**”); and
- (3) **THE LAW DEBENTURE TRUST CORPORATION P.L.C.**, a company incorporated under the laws of England with registered number 1675231, whose registered office is at Eighth Floor, 100 Bishopsgate, London EC2N 4AG, England (the “**Trustee**”, which expression shall, wherever the context so admits, include such company and all other persons or companies for the time being the trustee or trustees of these presents) as trustee for the ETP Securityholders,

each being a “party” and together the “parties”.

WHEREAS:

(A) The Issuer, the Manager and the Trustee have entered into a trust deed dated 30 November 2012 (the “**Master Trust Deed**”) as amended by a first supplemental trust deed dated 22 November 2013, a second supplemental trust deed dated 24 October 2016, a third supplemental trust deed dated 31 July 2019, fourth supplemental trust deed dated 3 September 2019, a fifth supplemental trust deed 4 May 2020, a sixth supplemental trust deed dated 2 September 2020, a seventh supplemental trust deed dated 5 October 2020 and a eighth supplemental trust deed dated 16 November 2020, each between the same parties (the Master Trust Deed as so amended, the “**Trust Deed**”).

(B) The Master Trust Deed incorporates the definitions set out in a master definitions schedule dated 30 November 2012 (the “**Master Definitions Schedule**”) the terms of which are deemed to apply separately to each agreement, instrument or deed in which it is specified that the Master Definitions Schedule is incorporated (including the Trust Deed) and shall apply as modified or supplemented by the provisions of such agreement, instrument or deed.

(C) The Issuer, the Manager and the Trustee have entered into a supplemental trust deed constituting each Series of ETP Securities outstanding under the Programme (each such supplemental trust deed, together with the Trust Deed, an “**Individual Trust Deed**” in respect of such Series of ETP Securities) as amended from time to time.

(D) This Supplemental Trust Deed is supplemental to the Trust Deed and to each Individual Trust Deed in respect of each Series of ETP Securities that is currently outstanding.

(E) Currently each Series of ETP Securities is issued in Uncertificated Registered Form, which permits the ETP Securities to settle through the CREST system. The ETP Securities are currently permitted to use the CREST System as it is authorised as an EU central securities depository (“**EU CSD**”) for the purposes of the EU CSD Regulation. After the end of the transition period at 11.00pm on 31 December 2020, the CREST System will no longer

be authorised as an EU CSD for the purposes of the EU CSD Regulation unless an equivalency decision is granted.

(F) As of 1 March 2019, the European Commission granted a temporary equivalence to Euroclear UK & Ireland to continue to settle under the existing market structure in the event of a hard Brexit, until 30 March 2021.

(G) After 30 March 2021, the ETP Securities will no longer be able to settle in the CREST system, unless an equivalency decision is granted.

(H) In accordance with Condition 3.7, if at any time notice is received by or on behalf of the Issuer that the ETP Securities will cease to be held in uncertificated form and cleared through CREST, the ETP Securities will cease to be settled in CREST, the ETP Securities will continue to be in registered form and the Issuer, the Registrar, the Issuing and Paying Agent and any other relevant Programme Party may agree such procedures as they determine necessary in relation to the transfer of Uncertificated Registered Securities and shall as soon as reasonably practicable give notice thereof to the ETP Securityholders in accordance with Condition 18.

(I) The Issuer, the Registrar and the Issuing and Paying Agent have determined the necessary steps in order to transfer the ETP Securities into the International Central Securities Depository structure (the "**ICSD Settlement Model**") which will permit the ETP Securities to continue to settle and trade. The ICSD Settlement Model is maintained by Euroclear and Clearstream, Luxembourg (together, the "**ICSDs**")

(J) The Issuer has given notice in accordance with Condition 18 on 3 November 2020 and 26 November 2020 that settlement and trading in the ETP Securities will transfer to the ICSD Settlement Model on or around 11 December 2020 (the "**Transition**").

(K) The Issuer is proposing to amend the form of the ETP Securities stated in the Final Terms of each Class of ETP Securities issued under the Programme from Uncertificated Registered Securities to be a "Regulation S Global Note" a type of registered security in order to reflect their form after the Transition and to be accepted for settlement by the ICSDs.

(L) The Issuer is also proposing to amend the form of the registered securities as set out at Schedule 4 (*Form of Registered Securities*) to the Master Trust Deed to be in a form acceptable by the ICSDs as a Regulation S Global Note.

(M) Pursuant to Clause 15.1(i) of the Master Trust Deed, and Condition 15.2(A)(1)(i) of the Conditions, the Trustee may agree to modify the Trust Deed and Conditions without the consent of the ETP Securityholders if, in the opinion of the Trustee, the modifications are of a technical nature.

(N) The Issuer and the Trustee are of the opinion that the changes contemplated by Recitals (J), (K) and (L) and being effected by this Supplemental Trust Deed, are for the purposes of Clause 15.1(i) of the Master Trust Deed and Condition 15.2(1)(A)(i), of a technical nature.

(O) The Issuer and the Trustee intend that this Supplemental Trust Deed shall constitute a written amendment of the terms of the Trust Deed and the Conditions and the written consent of the Trustee to such amendments.

NOW THIS SUPPLEMENTAL TRUST DEED WITNESSES and it is hereby agreed and declared as follows:

1. Definitions

1.1 All words and expressions defined in the Trust Deed shall unless otherwise stated have the same meanings in this Supplemental Trust Deed.

1.2 In this Supplemental Trust Deed, the following expression shall have the following meaning:

Effective Date: 14 December 2020.

1.3 Clauses 1.2 to 1.6 of the Master Trust Deed apply to this Supplemental Trust Deed.

2. Amendments to the Trust Deed and Conditions

2.1 With effect from the Effective Date, Schedule 4 to the Master Trust Deed shall be replaced by Schedule 1 of this Supplemental Trust Deed.

2.2 With effect from the Effective Date, the Conditions (as set out in Schedule 6 of the Master Trust Deed and amended pursuant to Clause 2.1 above) are amended as follows:

2.2.1 in the first paragraph, the words “which was amended and supplemented by a first master trust deed supplement dated which was amended and supplemented by a first master trust deed supplement dated 22 November 2013, a second master trust deed supplement dated 24 October 2016, a third master trust deed supplement dated 31 July 2019, fourth supplemental trust deed dated 3 September 2019, a fifth supplemental trust deed 4 May 2020 and a sixth supplemental trust deed dated 2 September 2020, a seventh supplemental trust deed dated 5 October 2020 and an eighth supplemental trust deed dated 16 November 2020 between the Issuer, the Manager and the Trustee (as further amended, supplemented, novated and/or replaced from time to time, the “**Master Trust Deed**”).” shall be deleted and replaced by the following words:

“which was amended and supplemented by a first master trust deed supplement dated 22 November 2013, a second master trust deed supplement dated 24 October 2016, a third master trust deed supplement dated 31 July 2019, fourth supplemental trust deed dated 3 September 2019, a fifth supplemental trust deed 4 May 2020 and a sixth supplemental trust deed dated 2 September 2020, a seventh supplemental trust deed dated 5 October 2020 and an eighth supplemental trust deed dated 16 November 2020, and a ninth supplemental trust deed dated 11 December 2020 each between the Issuer, the Manager and the Trustee (as further amended, supplemented, novated and/or replaced from time to time, the “**Master Trust Deed**”);

2.3 With effect from the Effective Date:

2.3.1 the Conditions of the ETP Securities issued prior to the date of this Supplemental Trust Deed (“**Existing ETP Securities**”), as incorporated

into each Individual Trust Deed, shall be amended in the same manner as set out in Clause 2.2 above such that, accordingly, the Existing ETP Securities shall be held subject to, and with the benefit of, the Conditions set out in Schedule 6 to the Master Trust Deed as supplemented, varied or amended by (i) the Final Terms applicable to the relevant Existing ETP Securities (ii) the supplemental trust deeds in respect of the Master Trust Deed entered into prior to the date hereof (iii) Clause 2.1 above and (iv) this Clause 2.3, each of which shall be binding on the Issuer and the Existing ETP Securityholders and all persons claiming through or under them respectively; and

- 2.3.2 the Final Terms of each of the Existing ETP Securities which form part of the Conditions of such Existing ETP Securities shall be amended by the replacement of references to “Uncertificated Registered ETP Securities” with “Registered Securities. Regulation S Global Note”

3. Governing Law and Submission to Jurisdiction

This Supplemental Trust Deed shall be governed by and construed in accordance with the laws of England. Each of the parties hereby submit to the non-exclusive jurisdiction of England in respect of any dispute arising out of or in connection with this Supplemental Trust Deed, including any question regarding its existence, validity or termination, or the legal relationships established by this Supplemental Trust Deed. Clause 22 of the Master Trust Deed shall apply to this Supplemental Trust Deed as it does to the Master Trust Deed.

4. Construction

The Trust Deed shall henceforth be read and construed in conjunction with this Supplemental Trust Deed.

IN WITNESS WHEREOF this Supplemental Trust Deed has been executed on the date first above stated.

EXECUTED AND DELIVERED by)
WISDOMTREE MULTI ASSET ISSUER)
PUBLIC LIMITED COMPANY)
acting by)

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Lisa Hand
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Director

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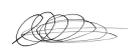
Director

EXECUTED AND DELIVERED by)
WISDOMTREE MULTI ASSET)
MANAGEMENT LIMITED)
acting by)

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Director

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Director

EXECUTED AND DELIVERED AS A DEED)
by THE LAW DEBENTURE)
TRUST CORPORATION p.l.c.)
acting by:)

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Director

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58F1A25C006141B
Secretary Representing Law Debenture Corporate Services Limited

Schedule 1
Form of Registered Securities

GLOBAL CERTIFICATE

NEITHER THE ETP SECURITIES REPRESENTED BY THIS GLOBAL CERTIFICATE NOR ANY INTEREST HEREIN MAY BE BENEFICIALLY OWNED BY A U.S. PERSON, AS DEFINED IN REGULATION S UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT").

THE ETP SECURITIES REPRESENTED BY THIS GLOBAL CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT AND MAY NOT BE OFFERED, SOLD OR DELIVERED AT ANY TIME WITHIN THE UNITED STATES OR TO THE ACCOUNT OF ANY U.S. PERSON.

THE ETP SECURITIES REPRESENTED BY THIS GLOBAL CERTIFICATE MAY BE OFFERED, SOLD OR OTHERWISE TRANSFERRED AT ANY TIME ONLY TO TRANSFEREES THAT ARE NON-UNITED STATES PERSONS (AS DEFINED BY THE COMMODITY FUTURES TRADING COMMISSION).

TRANSFER OF THIS GLOBAL CERTIFICATE SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF THE COMMON DEPOSITARY OF EUROCLEAR BANK S.A/N.V. ("EUROCLEAR") OR CLEARSTREAM BANKING, SOCIETE ANONYME, LUXEMBOURG ("CLEARSTREAM, LUXEMBOURG") OR TO AN ALTERNATIVE CLEARING SYSTEM OTHER THAN EUROCLEAR OR CLEARSTREAM, LUXEMBOURG SATISFACTORY TO THE ISSUER OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE.

NAME OF ISSUER: WISDOMTREE MULTI ASSET ISSUER PUBLIC LIMITED COMPANY

([Name of ETP Security])

Maturity of the ETP Securities: 30 November 2062

(incorporated with limited liability under the laws of Ireland under registration number 515981)

ISIN/ Common code: [ISIN]

This registered Global Certificate relates to up-to an unlimited number of ETP Securities hereby issued in registered form and forming a series designated as specified above (the "**Securities**") issued pursuant to the trust deed dated 30 November 2012 (as amended or supplemented from time to time, the "**Trust Deed**") made between the WisdomTree Multi Asset Issuer Public Limited Company (the "**Issuer**"), the Law Debenture Trust Company p.l.c. as trustee (the "**Trustee**") and WisdomTree Multi Asset Management Limited (the "**Management Company**").

Any reference herein to the "**Conditions**" is to the Terms and Conditions of the ETP Securities as set out in Schedule 6 to the Trust Deed, as completed by the Final Terms of the relevant ETP Securities, and any reference to a numbered "**Condition**" is to the correspondingly numbered provision thereof. Words and expressions defined in the Conditions shall have the same meanings when used in this Global Certificate, unless otherwise defined herein.

The Issuer hereby certifies that Citivic Nominees Limited as nominee of Citibank Europe Plc, Dublin as common depositary for Euroclear and Clearstream, Luxembourg, will, within two business days hereafter, be entered in the register of holders (the "**Register**") as the holder of the ETP Securities in the amount as is shown on the Register and is duly endorsed (for information purposes only) in the fourth column of Schedule 1 to this Global Certificate.

This Global Certificate is evidence of entitlement only. Title to the ETP Securities passes only on due registration on the Register and only the duly registered holder is entitled to payments in respect of this Global Certificate.

For so long as this Global Certificate is in global form, any payments (redemption proceeds, distributions or otherwise) made in respect of the ETP Securities represented by this Global Certificate will be made to or

to the order of the entity designated by the registered holder of the Global Certificate. Each such payment will discharge the Issuer's obligations in respect thereof.

This Global Certificate shall not be valid for any purpose until authenticated by or on behalf of the Registrar.

The number of ETP Securities represented by this Global Certificate may be increased or decreased due to further issues or redemptions of ETP Securities (which issues and redemptions will be instructed to the Issuer by Authorised Participants or otherwise in accordance with the Prospectus). The Register shall be conclusive evidence as to the amount of interests in ETP Securities to which this Global Certificate relates. Cancellation of any ETP Securities by the Issuer following its redemption by the Issuer will be effected by a reduction in the amount of this Global Certificate and in the Register.

The rights relating to the ETP Securities to which this Global Certificate relates are set out in the Conditions and the Trust Deed and shall apply and take effect as if set out herein *in extenso*.

This Global Certificate will be exchanged in whole (but not in part only) for duly authenticated and completed Individual ETP Securities in the forms set out in Schedule 5 (*Form of Individual Certificate*) to the Trust Deed if:

- *Closure of clearing systems:* the Global Certificate is held (directly or indirectly) on behalf of Euroclear and/or Clearstream, Luxembourg or an alternative Clearing System and any such Clearing System is closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or announces that it is permanently to cease business or does in fact do so; or
- *Event of Default:* any of the circumstances described in Condition 13 (*Events of Default*) has occurred and is continuing.

Such exchange shall be effected in accordance with the paragraph below. The Issuer shall notify the Holder of the occurrence of any such event as soon as practicable thereafter.

Whenever this Global Certificate is to be exchanged for Individual ETP Securities, such Individual ETP Securities shall be issued in an aggregate amount equal to the number of ETP Securities represented by this Global Certificate within five (5) business days of the delivery, by or on behalf of the ETP Securityholder, Euroclear and/or Clearstream, Luxembourg, to a person designated by the Issuer for such purpose (the "**designated person**") of such information as is required to complete and deliver such Individual ETP Securities (including, without limitation, the names and addresses of the persons in whose names the Individual ETP Securities are to be registered and the number of ETP Securities of each such person's holding) against the surrender of this Global Certificate at the Specified Office of the designated person. Such exchange shall be effected without charge to any ETP Securityholder or the Trustee, but pursuant to Condition 3.5, against such indemnity from the relevant ETP Securityholder as the designated person may require in respect of any tax or other governmental charges which may be imposed in relation to such exchange.. In this paragraph, "business day" means a day on which commercial banks are open for business (including dealings in foreign currencies) in the city in which the designated person has its registered office.

This Global Certificate shall be governed by and construed in accordance with the laws of Ireland

IN WITNESS whereof the Issuer has caused this Global Certificate to be signed on its behalf by a Director or its duly authorised attorney or signatory.

Dated

This Global
Certificate is authenticated by or
on behalf of the Registrar

By:

By:

SCHEDULE 1**Nominal amount of ETP Securities represented by this Global Certificate**

The following (i) issue of ETP Securities represented by this Global Certificate, (ii) redemption or cancellation of ETP Securities represented by this Global Certificate, resulting in the Nominal Amount of this Global Certificate specified in the latest entry in the fourth column hereto have been made by or on behalf of the Issuer:

Date of issue, redemption or cancellation	Amount of increase/decrease in Nominal Amount of this Global Certificate	Reason for increase/decrease (issue, redemption, cancellation and amount of payment made)	Nominal Amount of this Global Certificate following such issue, redemption or cancellation	Notation made by or on behalf of the Registrar