

AMENDMENT XI

dated as of 4 October 2020

to the

SWAP PROVIDER AGREEMENT

dated as of 30 November 2012

between

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

as Issuer

and

BNP Paribas Arbitrage S.N.C.

as Initial Swap Provider

relating to

a Collateralised ETP Securities Programme

THIS AMENDMENT is dated the 4 day of October 2020 and made

BETWEEN:

- (1) **WISDOMTREE MULTI ASSET ISSUER PUBLIC LIMITED COMPANY** (formerly Boost Issuer Public Limited Company) (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; and
- (2) **BNP PARIBAS ARBITRAGE S.N.C.**, (the “**Initial Swap Provider**”) of 160-162 boulevard Macdonald, 75019 Paris, France.

Background:

- (A) The parties entered into a Swap Provider Agreement on 30 November 2012, as amended pursuant to Amendments dated 5 July 2013, 25 July 2014, 8 December 2014, 31 March 2105, 13 July 2015, 21 July 2015, 14 March 2016, 24 November 2016 and 4 December 2017 (the “**Swap Provider Agreement**”) setting out the terms of the appointment of BNP Paribas Arbitrage S.N.C. as Initial Swap Provider in respect of the Programme.
- (B) The parties wish to amend the terms of the Swap Provider Agreement to reflect the introduction of an online system for placing Dealing Orders as hereinafter provided.

THE PARTIES AGREE THAT:

1. **Interpretation**

1.1 **Definitions**

Capitalised terms used in this Amendment XI but not otherwise defined shall have the meanings given to them in the Swap Provider Agreement dated the date hereof relating to the Programme.

1.2 **Construction**

This Amendment XI modifies, supplements, and forms a part of the Swap Provider Agreement. Except as expressly provided herein, the terms and conditions of the Swap Provider Agreement shall remain unchanged and in full force and effect. The terms and conditions of this Amendment shall control over any conflicting or inconsistent terms and conditions in the Swap Provider Agreement.

1.3 **Entire Agreement**

This Amendment XI, together with the Swap Provider Agreement, constitutes the entire agreement between the parties with respect to the subject matter of this Amendment. All prior agreements, promises, negotiations or representations, oral or written, relating to the subject matter of this Amendment, not otherwise expressly set forth herein, are of no force or effect.

2. **Amendments to the Swap Provider Agreement**

2.1 Clause 1.8 (*Directives*) shall be amended by the deletion of the words ‘and all references to the “**Prospectus Directive**” shall include Commission Regulation (EC) No 809/2004’.

2.2 Clause 2.4 (*Agreement to upsize and downsize Swap Transactions*) shall be amended by deleting

sub-paragraphs (A) and (B) and replacing them with the following:

“(A) In the case of Form Dealing Orders:

(1) Upon receipt of a Dealing Order Notice in respect of a Valid Dealing Order in respect of the issuance of further ETP Securities of a Connected Class allocated to the Initial Swap Provider, the Initial Swap Provider will upsize the number of Index Units of such Swap Transaction on such day and the Issuer will issue a further Tranche of ETP Securities of such Class of ETP Securities in the number of ETP Securities specified in such Dealing Order on the relevant Subscription Settlement Date.

(2) Upon receipt of a Dealing Order Notice in respect of a Valid Dealing Order in respect of the redemption of ETP Securities of a Connected Class allocated to the Initial Swap Provider, the Initial Swap Provider will downsize the number of Index Units of such Swap Transaction on such day and the Issuer will redeem such ETP Securities in the number of ETP Securities specified in such Dealing Order on the relevant Redemption Settlement Date.

(B) In the case of System Dealing Orders:

(1) Upon receipt of a Valid System Dealing Order in respect of the issuance of further ETP Securities of a Connected Class allocated to the Initial Swap Provider, the Initial Swap Provider will upsize the number of Index Units of such Swap Transaction on such day and the Issuer will issue a further Tranche of ETP Securities of such Class of ETP Securities in the number of ETP Securities specified in such Dealing Order on the relevant Subscription Settlement Date.

(2) Upon receipt of a Valid System Dealing Order in respect of the redemption of ETP Securities of a Connected Class allocated to the Initial Swap Provider, the Initial Swap Provider will downsize the number of Index Units of such Swap Transaction on such day and the Issuer will redeem such ETP Securities in the number of ETP Securities specified in such Dealing Order on the relevant Redemption Settlement Date.”

2.3 The following new clause 3A shall be inserted after clause 3.3:

“3A. Authorised users and use of the System

3A.1 The following provisions relating to the System shall apply:

- (A) the Initial Swap Provider shall notify the Issuer by means of a duly executed authorisation letter in a form acceptable to the Issuer and in each case completed to the reasonable satisfaction of the Issuer, of the names of its employees (Authorised Users) who are to have access to the Website, each internet protocol (IPv4) address (IP Address) from which such Authorised Users may access the Website and the means of communication of usernames and passwords to them and shall be responsible for the security of such usernames and passwords provided by such means. The Initial Swap Provider shall from time to time notify the Issuer in such form as acceptable to the Issuer and completed to the reasonable satisfaction of the Issuer if any additional or alternative Authorised Users are to have access to the Website or if the IP address(es) applicable to any Authorised User changes;
- (B) the Initial Swap Provider agrees that each Authorised User shall be deemed to be duly authorised to act for and on behalf of the Initial Swap Provider for the purpose of the System;
- (C) the Initial Swap Provider shall notify the Issuer in writing by means of a “Revocation of Access Form” in a form acceptable to the Issuer and in each case completed to the

reasonable satisfaction of Issuer, in the event that any person's status as an Authorised User is to be revoked or terminated or if the Authorised Users should no longer be able to access the System from any IP Address (specifying the relevant IP Address) as soon as possible, in order to give the Issuer a reasonable opportunity to terminate such Authorised User's access to the System;

- (D) the Issuer reserves the right to terminate the Authorised User's access to the System immediately and without notice upon any breach by the Initial Swap Provider of this Agreement or any breach by the Authorised User of the conditions referred to in Clause 3A.4;
- (E) the Issuer shall provide the Initial Swap Provider with or procure the provision to the Initial Swap Provider of a username and initial password for access to the Website for each of such Authorised Users. It shall be the responsibility of the Initial Swap Provider to ensure that each Authorised User logs into the System through the website as soon as practicable on receipt of such username and initial password and changes his or her password. Passwords may not be shared and are to be used for access to the Website only by employees of the Initial Swap Provider who are authorised to do so. The Initial Swap Provider shall ensure that all usernames and passwords (including all replacement passwords) are kept confidential and not divulged to any person except to the relevant Authorised User. As soon as is practicable after becoming aware, or having a reasonable suspicion of the occurrence, of the unauthorised disclosure of a username or password, or of circumstances in which a username or password may be so disclosed, the Initial Swap Provider shall notify the Issuer and the Administrator of the same;
- (F) the Initial Swap Provider will limit access to the Website using its usernames and passwords to those persons authorised by it for the purposes of this Agreement and will implement procedures to monitor, and will monitor, such access to ensure compliance with the terms of this Agreement; and
- (G) in the event of a dispute between the Initial Swap Provider and an Authorised Participant in connection with activities conducted through the Website, the Issuer will make available all records of the System to the extent available to it, reasonably requested by the Initial Swap Provider and relevant to such dispute.

3A.2 Subject to compliance by the Initial Swap Provider with Clause 3A.1 and the provisions of the Operating Procedures Agreement, the Initial Swap Provider shall not be responsible for any unauthorised use of its passwords by any person who has obtained such passwords due to a failure by the Issuer or the Administrator to maintain the security of those passwords.

3A.3 The Initial Swap Provider acknowledges that any user manuals or other documentation marked confidential (whether in hard copy or electronic form) (collectively, the Material) which is delivered or made available to the Initial Swap Provider or any Authorised User regarding the System is the exclusive and confidential property of the Issuer and its suppliers. The Initial Swap Provider shall keep the Material confidential by using the same care and discretion that the Initial Swap Provider uses with respect to its own confidential property and trade secrets; *provided that* the Initial Swap Provider may disclose the Material if and to the extent required to do so by any law, court or regulatory agency or authority or stock exchange or in connection with any legal proceedings. The Initial Swap Provider may make such copies of the Material as are reasonably necessary for the Authorised Users to use the System and shall reproduce the proprietary markings of the Issuer and/or its suppliers on any such copy (if applicable). The foregoing shall not in any way be deemed to affect the copyright status of any of the Material which may be copyrighted and shall apply to all Material whether or not copyrighted. THE ISSUER AND ITS SUPPLIERS MAKE NO WARRANTIES (EXPRESS OR IMPLIED) CONCERNING THE MATERIAL OR ANY PRODUCT OR SERVICE COMPRISED IN THE SYSTEM INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR

FITNESS FOR A PARTICULAR PURPOSE. Upon termination of this Agreement for any reason, the Initial Swap Provider shall destroy all copies of the Material which are in the Initial Swap Provider's possession or under its control, *provided that* the Initial Swap Provider may retain any automatically generated back-up copies and any back-up copy required for the purpose of, and for so long as required by, any law, court or regulatory agency or authority or stock exchange or its Internal Compliance Policies and/or diligence practices, such back-up copies to be subject to the confidentiality requirements set out in this Clause 3A.3.

3A.4 The Initial Swap Provider acknowledges and agrees to the following conditions in connection with the use of the System:

- (A) any person who has or purports to have access to the System on behalf of the Initial Swap Provider (an ISP Authorised User) shall be authorised on behalf of the Initial Swap Provider to do so;
- (B) each such ISP Authorised User shall be a person to whom the username and password used to access the System have been properly issued;
- (C) access to the System by an ISP Authorised User may be terminated at any time without notice in the event that the Initial Swap Provider breaches its agreement with the Issuer or such ISP Authorised User breaches any of the conditions for access to the System or otherwise as the Issuer may determine;
- (D) the Initial Swap Provider shall ensure that each of its ISP Authorised Users shall use reasonable efforts to prevent the transmission by the ISP Authorised User through the System of any software or file which contains any viruses, worms, harmful component or corrupted data and shall not use any device, software, or routine to interfere or attempt to interfere with the proper working of the System; and
- (E) any Material which is delivered or made available to the Initial Swap Provider or any ISP Authorised User regarding the System is the exclusive and confidential property of the Issuer and its suppliers and the Initial Swap Provider shall ensure that each of its ISP Authorised Users shall keep the Material confidential by using the same care and discretion that he uses with respect to his employer's confidential property and trade secrets; provided that the Initial Swap Provider may disclose the Material if and to the extent required to do so by any law, court or regulatory agency or authority or stock exchange or in connection with any legal proceedings. Upon termination of access to the System for any reason, the Initial Swap Provider shall, destroy all copies of the Material which are in its or an ISP Authorised User's possession or under its or an ISP Authorised User's control, provided that the Initial Swap Provider may retain any automatically generated back-up copies and any back-up copy required for the purpose of, and for so long as required by, any law, court or regulatory agency or authority or stock exchange or its Internal Compliance Policies and/or diligence practices, such back-up copies to be subject to the confidentiality requirements set out in this Clause 3A.4,

and such other conditions as the Issuer shall from time to time reasonably determine and notify to the Initial Swap Provider at least five London Business Days in advance of their effective date the effectiveness thereof being subject to acceptance in writing by the Initial Swap Provider, which shall not be unreasonably withheld. The Initial Swap Provider shall notify the Issuer whether it accepts such other conditions determined by the Issuer within five London Business Days of being notified of them.”

3. **Representations and warranties**

Each party represents to the other party that all representations and warranties made by it pursuant to the Swap Provider Agreement are true and accurate as of the date of this Amendment.

4. **Effective Date**

This Amendment shall take effect on 4 October 2020.

AMENDMENT XI TO THE SWAP PROVIDER AGREEMENT

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: [REDACTED]

Fax: [REDACTED]

Email: [REDACTED]

Attention: The Directors (Wisdom Tree Multi Asset Issuer Public Company Limited)

together with a copy to:

WisdomTree Multi Asset Management Limited
Ordnance House 31 Pier Road, St Helier, Jersey JE4 8PW

Telephone: [REDACTED]

Email: [REDACTED]

Attention: [REDACTED]

By: [REDACTED]

The Initial Swap Provider

BNP PARIBAS ARBITRAGE S.N.C.

c/o BNP Paribas
10 Harewood Avenue
London
NW1 6AA

Telephone: [REDACTED]

Email: [REDACTED]

Attention: Head of Legal

By:

AMENDMENT XI TO THE SWAP PROVIDER AGREEMENT

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:

Fax:

Email:

Attention: The Directors (WisdomTree Multi Asset Issuer Public Company Limited)

together with a copy to:

WisdomTree Multi Asset Management Limited
Ordnance House 31 Pier Road, St Helier, Jersey JE4 8PW

Telephone:

Email:

Attention:

By:

The Initial Swap Provider

BNP PARIBAS ARBITRAGE S.N.C.

c/o BNP Paribas
10 Harewood Avenue
London
NW1 6AA

Telephone:

Email:

Attention: Head of Legal

By: