

DATED: 30 NOVEMBER 2012 AND
AMENDED AND RESTATED AS OF
4 OCTOBER 2020

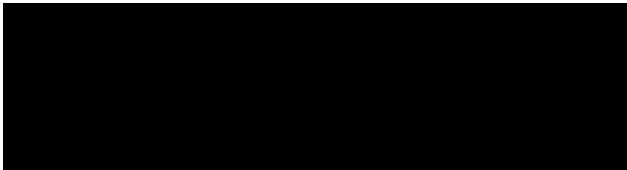
Master Definitions Schedule

relating to the Collateralised ETP Securities Programme
of WisdomTree Multi Asset Issuer Public Limited
Company

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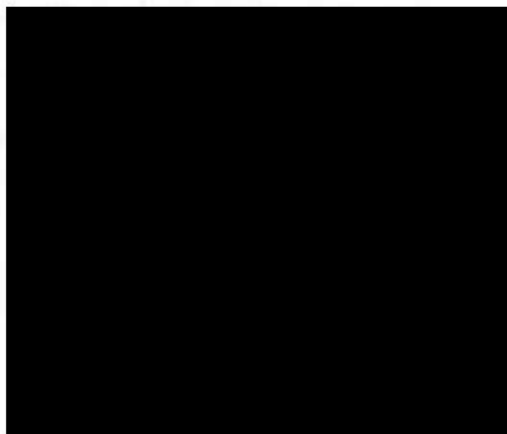
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The definitions set out in this Master Definitions Schedule apply separately to each agreement, instrument or deed in which it is specified that this Master Definitions Schedule is incorporated by reference and shall apply in each case, as modified or supplemented by the provisions of such agreement, instrument or deed and/or any other document specified to be incorporated into such agreement, instrument or deed.

In this Master Definitions Schedule, save where the context otherwise requires, words importing the singular number include the plural and vice versa.

“£” means the lawful currency of the United Kingdom;

“**Additional Authorised Participant**” means any Eligible Authorised Participant (other than the Initial Authorised Participant) that has entered into an Authorised Participant Agreement with the Issuer and has acceded to the Operating Procedures Agreement;

“**Additional Swap Provider**” means any Eligible Swap Provider, other than the Initial Swap Provider, that has entered into a Swap Provider Agreement with the Issuer and has acceded to the Operating Procedures Agreement;

“**Advisor**” means WisdomTree Europe Limited and any successor or replacement thereto;

“**Adjustment Event**” has the meaning given to it in Condition 10.3;

“**Affiliate**” means, in relation to any person or entity, any other person or entity controlled, directly or indirectly, by the person or entity, any other person or entity that controls, directly or indirectly, the person or entity or any other person or entity directly or indirectly under common control with the person or entity. For these purposes, “**control**” of any entity or person means the power, directly or indirectly, either to (a) vote 10 per cent. or more of the securities having ordinary voting power for the election of directors of the relevant person or entity or (b) direct or cause the direction of the management and policies of such person or entity whether by contract or otherwise;

“**after-Tax basis**” means, in relation to an indemnity or other payment to be made, that if any amount paid or due to any party under the relevant agreement is a taxable receipt of that party, the amount so paid or due (“**Net Amount**”) will be increased to an amount (“**Gross Amount**”) which, after deduction therefrom of the amount of any Tax which arises on the Gross Amount, or would arise but for the availability of any relief, equals the Net Amount, provided that if any payment is initially made on the basis that the amount due is not taxable in the hands of the recipient and it is subsequently determined that it is, or vice versa, appropriate adjustments will be made between the parties so that the recipient receives and retains for itself the Net Amount;

“**Afternoon AP Creation and Redemption Email(s)**” means an email generated by the System and sent to the relevant Authorised Participant setting out details of a creation or redemption for that Dealing Order Day. One email will be sent for each separate creation and/or redemption.

“**Afternoon Creation and Redemption Report**” means a report generated by the System and sent around 15:00 London time setting out a summary of the creations and redemptions for that Dealing Order Day.

“**Agency Agreement**” means, as the context requires: (i) the agency agreement dated on or about the Programme Effective Date entered into between the Issuer, the Trustee, Apex IFS Limited as issuing and paying agent, Link Market Services Trustees Limited as registrar and the

Manager; and (ii) any other agency agreement entered into, from time to time, between the Issuer, the Trustee and any Agents in respect of the Programme, in each case, as amended, supplemented, novated and/or replaced from time to time;

“Agents” means the Determination Agent, the Issuing and Paying Agent, the Collateral Administrator, the Paying Agent(s), the Registrar, any Transfer Agent and any Liquidation Agent or any of them and such other agent(s) as may be appointed from time to time in relation to the ETP Securities under the Agency Agreement, any Collateral Administration Agreement, the Determination Agency Agreement or any other agreement with the Issuer under which such agent is appointed from time to time in relation to the ETP Securities, as applicable, and any successor or replacement and **“Agent”** means any of them;

“Agreed Pricing” means the method prescribed under Condition 8.4 by which a Swap Provider and an Authorised Participant may request a redemption of any ETP Security by submission of a valid Agreed Redemption Order to the Issuer;

“Agreed Redemption Order” means a Form Agreed Redemption Order or a System Agreed Redemption Order;

“Applicable Product Annex” means Annex A, in the case of Equity Securities, and Annex B, in the case of Commodity Securities;

“Authorised Participant” means the Initial Authorised Participant and any Additional Authorised Participant;

“Authorised Participant Agreement” means, in respect of an Authorised Participant, the authorised participant agreement (as amended, supplemented, novated and/or replaced from time to time) entered into by the Issuer and such Authorised Participant;

“Authorised User” means an individual who the relevant Authorised Participant has notified to the Issuer who is to have access to the System at the authorisation level specified by the Authorised Participant

“Base Prospectus” means the base prospectus relating to the Issuer and the Programme dated on or about the Programme Effective Date, as supplemented from time to time;

“Bearer Securities” has the meaning given to it in Condition 2;

“Cancellation Amount” has the meaning given to it in the Applicable Product Annex;

“CGN” means a Global Bearer Security in classic global note form;

“Class” means all ETP Securities having the same ISIN or other similar identifier, including the Initial Tranche and any Further Tranche;

“Class Commodity Exposure” means, in relation to a Commodity, a Class of Commodity Securities and a day, the exposure provided by such Class of Commodity Securities to such Commodity, calculated as the product of (i) the number of Index Units of the relevant Swap Transaction *multiplied by* (ii) the Index Unit Value *multiplied by* (iii) relative weightings of the Index Components the price of which references such Commodity;

“Class Issue Date” means the date of issuance of the Initial Tranche of a Class of ETP Securities, as specified in the relevant Final Terms;

“Class Secured Creditor” means the Trustee and the holders of the ETP Securities;

“Class Secured Obligations” means all present and future obligations of the Issuer to the Class Secured Creditors under the relevant Trust Deed and each ETP Security;

“Class Secured Property” means the assets that are the subject of the security constituted by the relevant Trust Deed and any other Security Document;

“Clearstream, Frankfurt” means Clearstream Banking AG, Frankfurt and any successor thereto;

“Clearstream, Luxembourg” means Clearstream Banking, société anonyme, Luxembourg and any successor thereto;

“Collateral Administration Agreement” means, in respect of a Swap Provider, the collateral administration agreement (as amended, supplemented, novated and/or replaced from time to time) entered into between the Issuer, the Security Trustee, such Swap Provider and the Collateral Administrator for the administration of the assets comprising the Swap Provider Collateral Pool in respect of such Swap Provider;

“Collateral Administrator” means The Bank of New York Mellon and any successor or replacement thereto or any other entity appointed as collateral administrator in accordance with the terms of the relevant Collateral Administration Agreement;

“Collateral Pool Document” means, in respect of a Swap Provider and the related Swap Provider Collateral Pool, the Swap Provider Agreement, any guarantee of a Swap Provider's obligations under a Swap Agreement, the Swap Agreement (including each Credit Support Document in respect of the Swap Agreement), the Collateral Pool Security Deed and the Collateral Administration Agreement and any agreement pursuant to which a Liquidation Agent is appointed, in each case entered into by the Issuer in respect of such Swap Provider and the related Swap Provider Collateral Pool and **“Collateral Pool Documents”** means all such documents;

“Collateral Pool Secured Creditor” means, in respect of each Collateral Pool Security Deed, the Security Trustee, the ETP Securityholders of the Connected Classes and the relevant Swap Provider;

“Collateral Pool Secured Obligations” means, in respect of each Collateral Pool Security Deed, all present and future obligations of the Issuer owed to the Collateral Pool Secured Creditors under such Collateral Pool Security Deed, the ETP Securities and the relevant Collateral Pool Documents;

“Collateral Pool Secured Property” means the assets that are subject to the security created by the relevant Collateral Pool Security Deed;

“Collateral Pool Security Deed” means a security deed (as amended, supplemented, novated and/or replaced from time to time) in respect of the assets comprising the Swap Provider Collateral Pool that relates to the Swap Agreement with the relevant Swap Provider between the Issuer, the Manager, the Security Trustee and the relevant Swap Provider;

“Commodity” means any of the commodities specified in Section 1.3 of schedule 3 to the relevant Swap Provider Agreement or any other commodity agreed between the parties from time to time;

“Commodity Securities” means any ETP Securities specified as such in the applicable Final Terms;

“Common Safekeeper” means, in relation to a Class of ETP Securities issued in NGN or NSS form, the common safekeeper for Euroclear or Clearstream, Luxembourg appointed in respect of such Class;

“Compulsory Redemption Amount” means an amount per ETP Security calculated by the Determination Agent equal to the greater of:

- (A) the Principal Amount of such ETP Security; and
- (B) such ETP Security’s pro rata portion of the amount(s) payable by the Swap Provider(s) to the Issuer pursuant to the applicable Swap Transactions upon termination of such Swap Transactions in connection with the compulsory redemption of such ETP Security;

“Compulsory Redemption Date” means, in respect of a Compulsory Redemption Event, the date designated as such in accordance with Condition 8.8;

“Compulsory Redemption Event” has the meaning given to it in Condition 8.8;

“Compulsory Redemption Settlement Date” means, in respect of a Compulsory Redemption Event, the day that falls three Currency Business Days after the day on which the Issuer has received payment in full from each relevant Swap Provider of the amounts payable in respect of the termination of each Swap Transaction;

“Conditions” means the terms and conditions of the ETP Securities as set out in the Base Prospectus as so supplemented, replaced and/or modified by the Final Terms applicable to the ETP Securities;

“Confirmation” means any document and other confirming evidence exchanged between the parties to a Swap Agreement or otherwise effective for the purpose of confirming or evidencing the Swap Transactions entered into in respect of such Swap Agreement;

“Connected Class” means each Class of ETP Securities in connection with which a Swap Transaction has been entered into by the Issuer with a Swap Provider under the same Swap Agreement and the obligations of the Issuer under such Class have been secured pursuant to the same Collateral Pool Security Deed;

“Connected Class Acceleration Notice” has the meaning given to it in Condition 13.2;

“Connected Classes Extraordinary Resolution” means, in relation to Connected Classes of ETP Securities, a resolution passed at a meeting duly convened and held in accordance with schedule 7 of the Master Trust Deed by a majority of at least 75 per cent. of the votes cast, provided that a resolution in writing signed by or on behalf of the holders of not less than 75 per cent. of the aggregate principal amount of the ETP Securities of such Connected Classes taken together who for the time being are entitled to receive notice of a meeting held in accordance with the Master Trust Deed shall, for all purposes, be as valid and effectual as a Connected Classes Extraordinary Resolution passed at a meeting of such ETP Securityholders duly convened and held in accordance with the relevant provisions of the Master Trust Deed;

“Contractual Currency” means, in relation to any payment obligation arising under any ETP Security, the currency in which that payment obligation is expressed;

“Credit Ratings” means, in respect of the Parent Company and any day, the long term unsecured unsubordinated debt rating assigned to the Parent Company from S&P, Moody’s and Fitch on such day;

“Credit Support Amount” has the meaning given to it in the relevant Credit Support Document;

“Credit Support Document” means, in respect of a Swap Agreement entered into between the Issuer and a Swap Provider, a 1995 ISDA Credit Support Annex (Transfer – English Law), as published by the International Swaps and Derivatives Association, Inc. (if any) or such other credit

support document as may be entered into between the Issuer and such Swap Provider (in each case as amended, supplemented, novated and/or replaced from time to time);

“**CREST**” means the system for the paperless settlement of trades and the holding of uncertificated securities operated by EUI in accordance with the Uncertificated Regulations, as amended from time to time;

“**CREST Register**” means the register of holders of ETP Securities held through CREST;

“**Currency Business Day**”, in respect of a Class of ETP Securities, has the meaning given to it in the Applicable Product Annex;

“**Daily Swap Rate**” has the meaning given to it in the Applicable Product Annex;

“**Dealing Order**” means a Subscription Order and a Redemption Order, as applicable;

“**Dealing Order Day**” means a day that is both (i) a Dublin Business Day; and (ii) either a Scheduled Trading Day or Pricing Date (as defined in the relevant Swap Transaction);

“**Dealing Order Form**” means a form which takes the format prescribed by the Issuer and approved by the IPA from time to time which is submitted in accordance with the Operating Manual;

“**Dealing Order Notice**” means a notice in the same format and containing the same information as the Dealing Order Form to which it corresponds, that is issued in accordance with the Operating Manual;

“**Declaration of Trust**” means the declaration of trust dated 28 September 2012 under which the Share Trustee holds the benefit of the Shares on trust for charitable purposes;

“**Definitive Securities**” means Bearer Securities in definitive form and includes any replacement ETP Security issued pursuant to the Conditions;

“**Determination Agency Agreement**” means the determination agency agreement (as amended, supplemented, novated and/or replaced from time to time) dated on or about the Programme Effective Date entered into by the Issuer, the Determination Agent, the Trustee and the Manager;

“**Determination Agent**” means WisdomTree Europe Limited and any successor or replacement thereto or any other entity appointed as determination agent in accordance with the terms of the Determination Agency Agreement;

“**Determination Agent Breach**” has the meaning given to it in Condition 11.6(B);

“**Direct Agreement**” means, in relation to an Authorised Participant and a Swap Provider, the direct agreement (as amended, supplemented, novated and/or replaced from time to time) entered into by such Swap Provider and such Authorised Participant;

“**Dublin Business Day**” means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in Dublin;

“**Early Redemption Pricing Date**” means, in respect of a Class of ETP Securities, the date of delivery by the Trustee of an Event of Default Redemption Notice or a Connected Class Acceleration Notice relating to that Class;

“**EEA**” means the European Economic Area;

“**Effective Date**” has the meaning given in the relevant Swap Transaction;

“Eligible Authorised Participant” means any bank or financial institution (which for these purposes shall include any leading dealer or broker in the assets of the type referenced by the ETP Securities) incorporated, domiciled and regulated in the EEA that meets the requirements of the Operating Manual;

“Eligible Authorised Participant Credit Rating” means a long-term unsecured unsubordinated debt rating of BBB by S&P and/or Baa2 by Moody’s and/or BBB by Fitch;

“Eligible Collateral” means, in respect of any Swap Agreement, securities and/or cash specified as “Eligible Credit Support” in the relevant Credit Support Document relating to such Swap Agreement, as may be amended and/or supplemented from time to time;

“Eligible Credit Support” has the meaning given in the relevant Credit Support Document;

“Eligible Swap Provider” means any bank or financial institution (which for these purposes shall include any leading dealer or broker in instruments similar to the ETP Securities) incorporated, domiciled and regulated in the EEA which is rated, or whose obligations are guaranteed by an entity which is rated, at least the Eligible Swap Provider Threshold Rating;

“Eligible Swap Provider Threshold Rating” means a long-term credit rating of BBB by S&P and/or Baa2 by Moody’s and/or BBB by Fitch;

“Equity Notional Amount” has the meaning given to it in the relevant Swap Transaction;

“Equity Securities” means any ETP Securities specified as such in the applicable Final Terms;

“ETP Securities” means the Class of ETP Securities to which the Conditions relate or, as the context may require, any or all securities issued by the Issuer under the Programme;

“ETP Securityholder” and **“holder”** mean the bearer of any Bearer Security or the person in whose name a Registered Security or an Uncertificated Registered Security is registered (as the case may be);

“EUR” and **“euro”** means the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty establishing the European Community as amended by the Treaty on European Union;

“Euroclear” means Euroclear Bank S.A./N.V. and any successor thereto;

“Euroclear UK & Ireland” and **“EUI”** means Euroclear UK & Ireland Limited (a subsidiary of Euroclear S.A.);

“Event of Default” has the meaning given to it in Condition 13.1;

“Event of Default Redemption Notice” has the meaning given to it in Condition 13.1;

“Exchange Date” has the meaning given to it in Condition 3.1;

“Exchangeable Bearer Securities” has the meaning given to it in Condition 2;

“Extraordinary Resolution” means, in relation to a Class of ETP Securities, a resolution passed at a meeting duly convened and held in accordance with schedule 7 of the Master Trust Deed by a majority of at least 75 per cent. of the votes cast, provided that a resolution in writing signed by or on behalf of the holders of not less than 75 per cent. of the aggregate number of the ETP Securities of such Class who for the time being are entitled to receive notice of a meeting held in accordance with the Master Trust Deed shall, for all purposes, be as valid and effectual as an

Extraordinary Resolution passed at a meeting of such ETP Securityholders duly convened and held in accordance with the relevant provisions of the Master Trust Deed;

“**Final Redemption Date**” means 30 November 2062;

“**Final Redemption Settlement Date**” means the day that falls three Currency Business Days after the final day of the relevant Redemption Unwind Period in respect of the Final Redemption Date;

“**Final Terms**” means the final terms specifying the relevant issue details of the ETP Securities;

“**Fitch**” means Fitch Ratings Limited and any successor thereto;

“**Form Agreed Redemption Order**” means up to (but excluding) the date from which the System will be used for System Dealing Orders as notified by the Issuer in accordance with the Operating Procedures Agreement or if the System is affected by a breakdown or other problem such that it is not possible to give an System Agreed Redemption Order, a notice in the form prescribed from time to time by the Issuer requesting redemption of ETP Securities using Agreed Pricing;

“**Form Dealing Order**” means a Form Subscription Order and/or a Form Redemption Order, as applicable;

“**Form Index Redemption Order**” means up to (but excluding) the date from which the System will be used for System Dealing Orders as notified by the Issuer in accordance with the Operating Procedures Agreement or if the System is affected by a breakdown or other problem such that it is not possible to give an System Index Redemption Order, a notice in the form prescribed from time to time by the Issuer requesting redemption of ETP Securities using Index Pricing;

“**Form Redemption Order**” means a Form Index Redemption Order or a Form Agreed Redemption Order;

“**Form Subscription Order**” means up to (but excluding) the date from which the System will be used for System Dealing Orders as notified by the Issuer in accordance with the Operating Procedures Agreement or if the System is affected by a breakdown or other problem such that it is not possible to give a Syste Subscription Orders, a notice in the form prescribed from time to time by the Issuer requesting the issue of ETP Securities;

“**Frankfurt Stock Exchange**” means the Frankfurt Stock Exchange (*Frankfurter Wertpapierbörse*);

“**FSA**” means the UK Financial Services Authority or any successor(s) to it;

“**FSMA**” means the Financial Services and Markets Act 2000;

“**Funding Spread**” means as specified in the Final Terms;

“**Further Tranche**” means any Tranche of a Class of ETP Securities issued after the Class Issue Date in accordance with Condition 17;

“**Global Bearer Security**” means the ETP Securities in bearer form represented by a global security;

“**Global Registered Certificate**” means a global certificate representing ETP Securities in registered form;

“**Global Security**” means a Global Bearer Security or a Global Registered Certificate;

“Guarantee” means the guarantee dated 30 November 2012 from BNP Paribas S.A. for the benefit for the time being of the Issuer in respect of the obligations of the Initial Swap Provider under the relevant Swap Agreement;

“Hedged ETP Securities” means ETP Securities of a Connected Class hedged or to be hedged by a Swap Provider under a Swap Transaction, as provided under the relevant Swap Provider Agreement and the Operating Procedures Agreement;

“Index” means the Index specified for the ETP Securities in the Final Terms, or any Successor Index;

“Index Adjustment/Disruption Redemption Event” has the meaning given to it in Condition 8.8;

“Index Component” means each asset comprised in the relevant Index;

“Index Leverage Factor”, in respect of an Index, means the leverage factor applied in calculating the Index Price of that Index;

“Index Pricing” means the method prescribed under Condition 8.3 by which an ETP Securityholder (who may be an Authorised Participant) may request a redemption of any ETP Security by submission of a valid Index Redemption Order to the Issuer;

“Index Redemption Order” means a Form Index Redemption Order or a System Index Redemption Order, as applicable;

“Index Unit” has the meaning given to it in the relevant Swap Agreement;

“Index Unit Value” has the meaning given to it in the Applicable Product Annex;

“Individual Certificate” means, in respect of Registered Securities, a definitive certificate in registered form representing such Registered Securities;

“Initial Authorised Participant” means BNP Paribas Arbitrage S.N.C. and any successor thereto;

“Initial Authorised Participant Bankruptcy Event” means the Initial Authorised Participant is dissolved (other than pursuant to a consolidation, amalgamation or merger), is adjudged bankrupt or insolvent, files a voluntary petition in bankruptcy, makes a general assignment, arrangement or composition with or for the benefit of its creditors, consents to the appointment of a receiver, administrator, liquidator or other similar official of either the entity or all or substantially all of its assets or admits in writing its inability to pay or meet its debts as they mature or suspends payment thereof, or if a resolution is passed or an order made for the winding-up, official management, liquidation or dissolution of such entity (other than pursuant to a consolidation, amalgamation or merger), a receiver, administrator, liquidator or other similar official of either the entity or all or substantially all of its assets is appointed, a court order is entered approving a petition filed by or against it under applicable bankruptcy or insolvency law, or a public officer takes charge or control of the entity or its property or affairs for the purpose of liquidation;

“Initial Swap Provider” means BNP Paribas Arbitrage S.N.C. and any successor thereto;

“Initial Tranche” means the first Tranche of a Class of ETP Securities issued;

“Intellectual Property Rights” means any right, title or interest in all copyright, trade marks, trade names, goodwill, patents, registered design rights, unregistered design rights, database rights, domain names, confidential information, trade secrets, know-how and any other intellectual or industrial property right of whatsoever in each case in any part of the world, whether or not

registered or registrable for their full period of registration with all extensions and renewals including applications for registration or otherwise;

“Interest Rate” means, in respect of a Class of ETP Securities, any of (1) Fed Funds Effective Rate, (2) T-Bill Rate, (3) USD LIBOR, (4) GBP LIBOR, (5) EONIA or (6) SONIA, as specified as applicable to such Class in the relevant Final Terms;

“Issue Date” means the date of issuance of the relevant Tranche as specified in the Final Terms relating to such Tranche;

“Issue Price” means, in respect of a Tranche of ETP Securities, the amount per ETP Security specified in the Final Terms;

“Issuer” means WisdomTree Multi Asset Issuer Public Limited Company, a public limited liability company incorporated under the laws of Ireland with registration number 515981;

“Issuer Cash Account” means each segregated cash account established by the Issuer with the Collateral Administrator in order to hold Eligible Collateral delivered to the Issuer by a Swap Provider pursuant to a Credit Support Document;

“Issuer Reserved Matters” means matters with regard to the affairs of the Issuer which relate to the overall management or control of the Issuer, its structure or the overall framework for its activities or which are required by law to be undertaken by a director or by the board of directors of the Issuer and include (without limitation):

- (A) approving the terms of the Programme and any amendments thereto or termination thereof or approving and, where applicable, executing all agreements or other documents to be entered into by the Issuer in connection with establishing the Programme and any amendments thereto or termination thereof;
- (B) approving the terms of and any amendments, supplements or replacements to the Base Prospectus or other programme level offering document proposed to be issued in connection with any such programme (or in each case, any termination thereof);
- (C) approving the terms and form of each Class of ETP Securities to be issued pursuant to the Programme and any amendments thereto or termination thereof and approving and, where applicable, executing all agreements or other documents to be entered into by the Issuer in connection with the issuance of any Class of ETP Securities and any amendments thereto or termination thereof;
- (D) approving the overall strategy relating to the jurisdictions and categories of investors to whom the Programme or any Class of ETP Securities will be marketed and any amendments thereto;
- (E) approving, amending the terms and scope of or terminating the appointment by the Issuer of the Manager, any Authorised Participant, any Swap Provider or any other Issuer Service Provider, reviewing the performance of the Manager, each Authorised Participant, each Swap Provider and each other Issuer Service Provider or making any request to the Manager to provide additional asset management activities or otherwise change or increase the scope of the Manager's role in relation to the Issuer;
- (F) ratifying any issuance of ETP Securities in excess of the Programme Maximum Number of ETP Securities and approving any increase in the Programme Maximum Number of ETP Securities; and

(G) approving the annual accounts of the Issuer;

“Issuer Service Provider” means any provider of services in connection with the establishment or implementation of the Programme, including without limitation, the Manager, the Advisor, the Initial Swap Provider, the Initial Authorised Participant, any other Swap Provider or Authorised Participant, the Trustee, the Security Trustee, the Determination Agent, the Issuing and Paying Agent, the Registrar, the Transfer Agent, the Collateral Administrator, the Liquidation Agent or any person appointed in addition to or as replacement to any of the foregoing, and any auditor, corporate services provider, process agent or other provider of services to the Issuer;

“Issuer’s Website” means the website having the following internet address: <https://www.wisdomtree.eu> or such other internet address as may be used by the Issuer and notified to ETP Securityholders and the Trustee in accordance with Condition 18;

“Issuing and Paying Agent” means Apex IFS Limited and any successor or replacement thereto or any other entity appointed as issuing and paying agent pursuant to the Agency Agreement;

“Liquidation Agent” means any entity appointed to act as liquidation agent pursuant to Condition 6.5(B) and the relevant Collateral Pool Security Deed;

“London Business Day” means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in London;

“Long ETP Securities” means ETP Securities which have a positive Product Leverage Factor which will provide long exposure to the daily performance of the relevant underlying index;

“Management Fee” has the meaning given to it in the relevant Swap Transaction;

“Manager” means WisdomTree Multi Asset Management Limited, a private limited company incorporated in Jersey with registered number 111057, or any successor thereto;

“Master Definitions Schedule” means this schedule of definitions relating to the Programme dated on or about the Programme Effective Date (as amended, supplemented and/or replaced from time to time);

“Master Trust Deed” means the trust deed (as amended, supplemented, novated and/or replaced from time to time) dated on or about the Programme Effective Date and made between the Issuer, the Manager and the Trustee;

“Maximum Daily Termination Limit” means, in respect of a Swap Transaction relating to a Class of ETP Securities, a maximum limit (if applicable) on the decrease of the number of Index Units in respect of such Swap Transaction on any Optional Redemption Pricing Date, as may be amended by the relevant Swap Provider from time to time in accordance with the terms of the relevant Swap Provider Agreement and the Operating Procedures Agreement;

“Moody’s” means Moody’s Investors Service Ltd. and any successor thereto;

“Morning AP Creation and Redemption Email(s)” means an email generated by the System and sent to the relevant Authorised Participant setting out details of a creation or redemption for the previous Dealing Order Day and usually including details of the Price per ETP Security. One email will be sent for each separate creation and/or redemption.

“Morning Creation and Redemption Report” means a report generated by the System setting out details of the creations and redemptions from the previous Dealing Order Day and containing information relating to the Issue Price for the relevant System Dealing Orders.

“Multiple Swap Provider Class” means a Class of ETP Securities in respect of which the Issuer has entered into more than one Swap Transaction with more than one Swap Provider and the obligations of the Issuer under which have been secured on more than one Swap Provider Collateral Pool;

“NGN” means a Global Bearer Security in new global note form;

“Notional Amount” has the meaning given to it in the relevant Swap Transaction;

“Number of Net Redemptions” means, in respect of a Class of ETP Securities and a Dealing Order Day, the number by which the aggregate number of ETP Securities specified in all valid Redemption Orders exceeds the aggregate number of ETP Securities specified in all valid Subscription Orders submitted on such Dealing Order Day, subject to the provisions of the Operating Procedures Agreement;

“Number of Net Subscriptions” means, in respect of a Class of ETP Securities and a Dealing Order Day, the number by which the aggregate number of ETP Securities specified in all valid Subscription Orders exceeds the aggregate number of ETP Securities specified in all valid Redemption Orders submitted on such Dealing Order Day, subject to the provisions of the Operating Procedures Agreement;

“Obligor” means each person that has an obligation to the Issuer pursuant to the Class Secured Property or the Collateral Pool Secured Property, as the context requires;

“Operating Manual” means the operating manual as set out in the schedule to the Operating Procedures Agreement (as amended, supplemented and/or replaced from time to time);

“Operating Procedures Agreement” means the operating procedures agreement (as amended, supplemented, novated and/or replaced from time to time) dated on or about the Programme Effective Date entered into in relation to the Programme between, among others, the Issuer, the Initial Swap Provider and the Initial Authorised Participant;

“Optional Redemption Amount” means, in relation to a Redemption Order, an amount per ETP Security equal to:

- (A) if Index Pricing applies, an amount calculated by the Determination Agent equal to the product of (i) the Price per ETP Security as at the relevant Optional Redemption Pricing Date; and (ii) one (1) minus the Swap Execution Rate; or
- (B) if Agreed Pricing applies, the amount specified in the applicable Agreed Redemption Order;

“Optional Redemption Pricing Date” means, subject to Condition 10.2, a Valuation Date on which an Index Redemption Order is determined to be valid and accepted by or on behalf of the Issuer in accordance with the Operating Procedures Agreement;

“Optional Redemption Settlement Date” means (i) where Index Pricing is applicable, the second Currency Business Day following the Optional Redemption Pricing Date; or (ii) where Agreed Pricing is applicable, the date specified as such in the relevant Agreed Redemption Order;

“outstanding” means, for the purposes of the Conditions, any Swap Agreement, Trust Deed and Collateral Pool Security Deed, in relation to the ETP Securities and a Valuation Date, (i) on the Class Issue Date, the ETP Securities issued on such date, and (ii) on any Valuation Date thereafter, all the ETP Securities issued on or prior to such Valuation Date except (a) those that have been redeemed in accordance with Condition 8; (b) those that have been cancelled for any reason; (c) those in respect of which the date for redemption has occurred and the redemption

moneys have been duly paid to the Trustee or to the Issuing and Paying Agent and which remain available for payment against presentation and surrender of ETP Securities; (d) those that have become void or in respect of which claims have become prescribed; (e) those which have been issued and which are pending settlement to an Authorised Participant but in respect of which the relevant Authorised Participant(s) has not paid in full the relevant subscription amount under the Authorised Participant Agreement; (f) those in respect of which a Final Redemption Settlement Date, Compulsory Redemption Settlement Date or Optional Redemption Settlement Date has occurred and in respect of which the Issuer (or the Trustee or the Issuing and Paying Agent, as the case may be) has received in full the related termination payment under the relevant Swap Transaction; (g) those that have been purchased, settled and cancelled as provided in Condition 8.7; (h) those mutilated or defaced Bearer Securities that have been surrendered in exchange for replacement Bearer Securities; (i) (for the purpose only of determining how many ETP Securities are outstanding and without prejudice to their status for any other purpose) those Bearer Securities alleged to have been lost, stolen or destroyed and in respect of which replacement ETP Securities have been issued and (j) any Global Bearer Security to the extent that it shall have been exchanged for one or more Definitive Securities pursuant to its provisions; provided that for the purposes of (1) ascertaining the right to attend and vote at any meeting of the ETP Securityholders, (2) the determination of how many ETP Securities are outstanding for the purposes of the Conditions, any Swap Agreement, Trust Deed and Collateral Pool Security Deed and (3) the exercise of any discretion, power or authority that the Trustee is required, expressly or impliedly, to exercise in or by reference to the interests of the ETP Securityholders, those ETP Securities that are beneficially held by or on behalf of the Issuer and not cancelled shall (unless no longer so held) be deemed not to remain outstanding. For the avoidance of doubt, ETP Securities (if any) which the Issuer has agreed on or prior to such Valuation Date to redeem but in respect of which the related termination payment under any Swap Transaction has not yet been paid in full to the Issuer (or the Trustee or Issuing and Paying Agent, as applicable) shall be deemed to be "outstanding" on such Valuation Date and ETP Securities (if any) which the Issuer has agreed on or prior to such Valuation Date to issue but in respect of which payment of the relevant subscription amount has not been received in full from the relevant Authorised Participant(s) and settlement to such relevant Authorised Participant(s) has not yet occurred shall not be deemed to be "outstanding" on such Valuation Date;

"Outstanding Orders Report" means a report generated by the System and sent after 15:00 London time setting out a summary of the settlement status of the creations and redemptions for that Dealing Order Day and previous Dealing Order Days.

"Overall Swap Limit" means USD 1,500,000,000, as may be increased from time to time by the Initial Swap Provider;

"Parent Company" means BNP Paribas S.A.;

"Paying Agent" means any entity as may be appointed from time to time as paying agent of the Issuer in accordance with Condition 11.7, and any successor or replacement thereto;

"Payment Business Day" means, in respect of any ETP Securities, any day (i) on which the Relevant Clearing System is open and (ii) which is a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London and the financial centre of the Relevant Currency which, in the case of a payment in EUR, is a TARGET Settlement Day;

"Posted Collateral" means, in relation to a Swap Agreement and a Swap Provider, all Eligible Collateral that has been transferred by such Swap Provider to the Issuer (or otherwise received by the Issuer in respect of Eligible Collateral that has been transferred to the Issuer) under the Credit Support Document in respect of such Swap Agreement and not returned to such Swap Provider in accordance with the terms of such Credit Support Document;

“Potential Event of Default” means an event or circumstance that could, with the giving of notice, lapse of time and/or issue of a certificate, become an Event of Default;

“Price per ETP Security” has the meaning given to it in the Applicable Product Annex;

“Principal” means the Redemption Amount, the Optional Redemption Amount or the Compulsory Redemption Amount (as applicable);

“Principal Amount” means, in respect of any ETP Security, the amount in the Relevant Currency specified in the Final Terms;

“Product Leverage Factor” means the factor specified in respect of the ETP Securities in the Applicable Product Annex;

“Programme” means the Collateralised ETP Securities Programme of the Issuer established on or about the Programme Effective Date;

“Programme Document” means each of the Master Trust Deed, the Agency Agreement, the Determination Agency Agreement, the Operating Procedures Agreement and each Authorised Participant Agreement and **“Programme Documents”** means all such documents;

“Programme Effective Date” means 30 November 2012;

“Programme Maximum Number of ETP Securities” means 1,000,000,000;

“Programme Party” means a party to a Programme Document or a Collateral Pool Document (other than the Issuer and ETP Securityholders);

“Prospectus Directive” means Directive 2003/71/EC (as amended by Directive 2010/73/EU);

“Publication Event Redemption Notice” has the meaning given to it in Condition 8.8(D);

“Publication Failure Event” has the meaning given to it in Condition 8.8(D);

“Redemption Amount” means an amount per ETP Security calculated by the Determination Agent equal to the greater of:

- (A) the Principal Amount of such ETP Security; and
- (B) the product of (i) the Weighted Average Price per ETP Security and (ii) one (1) minus the Swap Execution Rate,

provided that, where the ETP Securities have fallen for redemption following the delivery of an Event of Default Redemption Notice or a Connected Class Acceleration Notice, the Redemption Amount shall be an amount equal to the most recently published Price per ETP Security as at the date of delivery of the Event of Default Redemption Notice or Connected Class Acceleration Notice, as the case may be;

“Redemption Limit” means the sum of the Maximum Daily Termination Limits applicable to each Swap Transaction relating to the ETP Securities;

“Redemption Order” means an Index Redemption Order or an Agreed Redemption Order, as the case may be;

“Redemption Order Amount” means, in respect of any Redemption Order, an amount equal to (i) the number of Index Units required to hedge the number of ETP Securities issued in connection with such Redemption Order *multiplied by* (ii) the Index Unit Value as of the Pricing

Date (as defined in the relevant Confirmation, in the case of a Swap Transaction relating to Commodity Securities) or the Valuation Date (as defined in the relevant Confirmation, in the case of a Swap Transaction relating to Equity Securities) in respect of such Redemption Order;

“Redemption Pricing Date” means each Valuation Date falling in the Redemption Unwind Period, commencing on and including the Redemption Date;

“Redemption Settlement Date” means the Final Redemption Settlement Date or Compulsory Redemption Date, as the context requires;

“Redemption Unwind Period” means a number of Valuation Dates commencing on and including the Final Redemption Date or Compulsory Redemption Date, as the case may be, equal to the number, rounded up to the nearest whole day, that results from dividing (i) the sum of the products of (x) the number of ETP Securities of each relevant Class being redeemed and (y) the Price per ETP Security of that Class as at the Valuation Date immediately preceding the Final Redemption Date or Compulsory Redemption Date, as applicable; by (ii) the then applicable Redemption Limit;

“Register” means the register maintained in Ireland by the Registrar of persons holding the ETP Securities;

“Registered Securities” has the meaning given to it in Condition 2;

“Registrar” means Link Market Services Trustees Limited or any successor or replacement thereto or any other entity appointed as registrar in accordance with the terms of the Agency Agreement;

“Registrar Creation and Redemption Report” means a report generated by the System and sent to the Registrar setting out details of all creations and redemptions for the previous Dealing Order Day and instructing the Registrar to create and/or redeem the relevant ETP Securities.

“Regulation D” means Regulation D under the Securities Act;

“Regulation S” means Regulation S under the Securities Act;

“Related Classes” means Classes of ETP Securities linked to the same Underlying Index, as specified in schedule 3 to the relevant Swap Provider Agreement, and which Product Leverage Factors have the same absolute value;

“relevant Class of ETP Securities” means the Class of ETP Securities constituted by the relevant Trust Deed. For the avoidance of doubt, references to a **“Class of ETP Securities”** shall include each Tranche of ETP Securities which are to be consolidated to form a single class with the ETP Securities of such Class with effect from the Issue Date of such Tranche;

“Relevant Clearing System” means (i) CREST, (ii) Euroclear, (iii) Clearstream, Frankfurt, (iv) Clearstream, Luxembourg or (v) any other recognised clearing system in which ETP Securities of a Class may be cleared;

“Relevant Currency” means the currency of denomination of the ETP Securities, as specified in the Final Terms;

“Relevant Date” has the meaning given to it in Condition 12;

“Relevant Member State” means each Member State of the European Economic Area which has implemented the Prospectus Directive;

“Relevant Programme Documents” means the Programme Documents, each Collateral Administration Agreement, each Collateral Pool Security Deed, each Direct Agreement and each Swap Agreement;

“Relevant Stock Exchange” means the London Stock Exchange, the Frankfurt Stock Exchange, the Borsa Italiana and/or any other stock exchange on which ETP Securities of a Class may be listed;

“S&P” means Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc, and any successor thereto;

“Scheduled Trading Day”, in respect of any Index, has the meaning given to it in the Applicable Product Annex;

“Securities Act” means The United States Securities Act of 1933 as amended;

“Security” means, as the context requires, the security constituted by the relevant Trust Deed, the relevant Collateral Pool Security Deed and/or any other Security Document;

“Security Document” means any security document relating to the ETP Securities designated as such by Issuer and the Trustee, as amended, supplemented, novated and/or replaced from time to time but, for the avoidance of doubt, not including any Collateral Pool Security Deed or any Trust Deed;

“Security Trustee” means The Law Debenture Trust Corporation p.l.c., and all persons for the time being the security trustee or security trustees under the relevant Collateral Pool Security Deed;

“Securityholder Notice and Direction” has the meaning given to it in Condition 8.8(D);

“Services Agreement” means the agreement between the Issuer and the Manager dated 30 November 2012 in respect of the provision of services by the Manager to the Issuer in connection with the Programme, as amended and/or supplemented from time to time or any replacement agreement which the Issuer may enter into from time to time, in respect of the provision of such services with any of its Affiliates;

“Settlement Business Day” means a day which (i) is not a Saturday or Sunday, on which the Relevant Clearing System(s) are operating, and (ii) is a Valuation Day;

“Share Trustee” means Apex Financial Services (Trustees) Limited and any successor thereto;

“Shares” means the issued shares of the Issuer;

“Short Commodity Exposure Limit” means, in relation to a Commodity, the amount specified in schedule 3 to the relevant Swap Provider Agreement;

“Short ETP Securities” means ETP Securities which have a negative Product Leverage Factor which will provide short exposure to the daily performance of the relevant underlying index;

“Sub-custodian” means any sub-custodian appointed by the Collateral Administrator pursuant to a Collateral Administration Agreement;

“Subscription Amount” means, in relation to a Subscription Order, an amount per ETP Security equal to:

- (A) an amount calculated by the Determination Agent equal to the product of (i) the Price per ETP Security as at the relevant Subscription Trade Date; and (ii) one (1) minus the Swap Execution Rate; or
- (B) such other amount as may be agreed in relation to such subscription between the Authorised Participant subscribing for ETP Securities in accordance with the Operating Procedures Agreement, and one or more of the Swap Providers for the ETP Securities who have agreed to provide hedging to the Issuer in respect of such newly issued ETP Securities in accordance with Condition 9.1;

“Subscription Order” means a request from an Authorised Participant delivered to the Issuer to issue ETP Securities and can be either a Form Subscription Order or a System Subscription Order, as applicable;

“Subscription Order Amount” means, in respect of any Subscription Order, an amount equal to (i) the number of Index Units required to hedge the number of ETP Securities issued in connection with such Subscription Order *multiplied by* (ii) the Index Unit Value as of the Pricing Date (as defined in the relevant Confirmation, in the case of a Swap Transaction relating to Commodity Securities) or the Valuation Date (as defined in the relevant Confirmation, in the case of a Swap Transaction relating to Equity Securities) in respect of such Subscription Order;

“Subscription Order Fee” means a subscription fee of EUR 500 (including any applicable VAT) payable by an Authorised Participant upon a subscription of ETP Securities, which may be varied by the Issuer at any time after giving 5 calendar days’ written notice to Authorised Participants;

“Subscription Settlement Date” means the second Valuation Date after the Subscription Trade Date;

“Subscription Trade Date” means, subject to Condition 10.2, a Valuation Date on which a Subscription Order is determined to be valid and accepted by or on behalf of the Issuer in accordance with the Operating Procedures Agreement;

“Successor Index”, in respect of a Class of ETP Securities, has the meaning given to it in the Applicable Product Annex;

“Supplement” means a supplement to the Base Prospectus;

“Supplemental Trust Deed” means, in respect of a Class of ETP Securities, a supplemental trust deed (as amended, supplemented, novated and/or replaced from time to time) dated the Issue Date of the first Tranche of ETP Securities of such Class and made between the Issuer, the Manager, the Trustee and such other persons as may be specified therein which supplements the Master Trust Deed;

“Swap Agreement” means a swap agreement entered into by the Issuer and a Swap Provider in the form of an ISDA 2002 Master Agreement as published by the International Swaps and Derivatives Association, Inc. together with a Schedule thereto and Credit Support Document (each, as amended and/or supplemented) together with each Confirmation entered into thereunder;

“Swap Execution Costs” means execution costs charged to the Issuer by the Swap Provider in connection with Valid Dealing Orders;

“Swap Execution Rate” means the rate (expressed as a percentage) applicable to the ETP Securities, as set out in the Operating Procedures Agreement and as may be amended by such Swap Provider from time to time as provided under the Operating Procedures Agreement;

“Swap Provider” means the Initial Swap Provider and any Additional Swap Provider;

“Swap Provider Agreement” means, in respect of a Swap Provider, the swap provider agreement entered into by the Issuer and such Swap Provider, as amended, supplemented, novated and/or replaced from time to time;

“Swap Provider Collateral Account” means, in respect of a Swap Provider, an account or accounts in the name of the Issuer held by the Collateral Administrator or Sub-custodian or other agent on behalf of the Issuer and operated according to the relevant Collateral Administration Agreement, the Operating Procedures Agreement and the related Credit Support Document;

“Swap Provider Collateral Pool” means, in respect of each Swap Provider, all of the Issuer’s right, title, interest and benefit present and future in, to and under:

- (A) the Issuer Cash Account relating to such Swap Provider and any cash balances standing to the credit of such Issuer Cash Account;
- (B) the Swap Provider Collateral Account relating to such Swap Provider and all Eligible Collateral delivered by such Swap Provider to the Issuer pursuant to the Credit Support Document in respect of the Swap Agreement between the Issuer and such Swap Provider and held in such Swap Provider Collateral Account; and
- (C) the Collateral Pool Documents relating thereto;

“Swap Provider Event of Default” means, in respect of a Swap Provider, any Event of Default (as defined in the corresponding Swap Agreement) in respect of which the Swap Provider is the sole Defaulting Party (as defined in such Swap Agreement);

“Swap Transaction” means an index-linked swap transaction entered into by the Issuer with a Swap Provider;

“Swap Transferee(s)” has the meaning given to it in Condition 9.2;

“System” means the system for requesting the subscription and redemption of ETP Securities and the increase and decrease of the Total Number of Index Units under the relevant Swap Transactions via the Website.

“System Agreed Redemption Order” means an order given through the System requesting redemption of ETP Securities using Agreed Pricing;

“System Dealing Order” means a System Subscription Order and/or a System Redemption Order, as applicable;

“System Index Redemption Order” means an order given through the System requesting redemption of ETP Securities using Index Pricing;

“System Order File” means a report generated by the System on a Dealing Order Day and sent to the relevant Swap Provider on or around 14:00 London time setting out the details of all the System Dealing Orders placed on such Dealing Order Day for which it is the allocated Swap Provider including the ISIN and the number of new ETP Securities to be created or redeemed.

“System Redemption Order” means a System Index Redemption Order or a System Agreed Redemption Order;

“System Subscription Order” means an order given through the System requesting the issue of ETP Securities;

“TARGET Settlement Day” means a day on which the TARGET2 System is operating;

“TARGET2 System” means the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) system or any successor thereto;

“Tax” means any tax, duty, assessment or charge of whatsoever nature (including, without limitation, any tax on income, profits, gains, net wealth, asset values or turnover, value added tax, stamp duty, stamp duty reserve tax, excise, severance, sales, use, transfer, documentary, recording tax or duty or any other similar tax, duty or charge) imposed, levied, collected, withheld or assessed by any government, applicable tax authority or jurisdiction;

“Terminated Transaction” has the meaning given to it in Condition 9.4(A);

“Termination” means, in respect of a Swap Transaction, the total or partial close-out of such Swap Transaction in accordance with the terms of the relevant Swap Agreement;

“Threshold Redemption Event” has the meaning given to it in Condition 8.8(B);

“Total Commodity Exposure” means, in relation to a Commodity and a day, the sum of all the Class Commodity Exposures in respect of such Commodity;

“Total Commodity Exposure Limit” means, in relation to a Commodity specified in schedule 3 to the relevant Swap Provider Agreement and all Commodity Securities providing exposure to such Commodity, the amount specified in such schedule, and in respect of any other Commodity and all Commodity Securities providing exposure to such Commodity, as agreed between the parties;

“Total Number of Index Units” has the meaning given to it in the Applicable Product Annex;

“Total Short Commodity Exposure” means, in relation to a Commodity and a day, the sum of all the Class Commodity Exposures in respect of all Short ETP Securities;

“Tranche” means, in relation to a Class of ETP Securities issued on any date, the ETP Securities that are issued on the same Issue Date with the same Principal Amount;

“Transfer Agent” means any entity as may be appointed from time to time as transfer agent in accordance with the terms of the Agency Agreement and any successor or replacement thereto;

“trust corporation” means a trust corporation (as defined in the United Kingdom Law of Property Act 1925) or a corporation entitled to act as a trustee pursuant to applicable foreign legislation relating to trustees;

“Trust Deed” means, in respect of a Class of ETP Securities, the Master Trust Deed and the Supplemental Trust Deed in respect of such Class of ETP Securities;

“Trustee” means The Law Debenture Trust Corporation p.l.c. and all persons for the time being the trustee or trustees under the relevant Trust Deed;

“Unacceptable Authorised Participant” means an Authorised Participant in respect of which a Swap Provider has given and not withdrawn notice under the relevant Swap Provider Agreement that the Authorised Participant has ceased to be acceptable to such Swap Provider;

“Uncertificated Registered Securities” means ETP Securities issued in dematerialised uncertificated registered form;

“Uncertificated Regulations” means the Uncertificated Securities Regulations 2001 and the Irish Companies Act 1990 (Uncertificated Securities) Regulations 1996 (S.I. No. 68 of 1996), as amended by the Irish Companies Act 1990 (Uncertificated Securities) (Amendment) Regulations 2005 (S.I. No. 693 of 2005) and such other regulations made under section 239 of the Irish Companies Act 1990 having force within Ireland as are applicable to Euroclear UK & Ireland

Limited (formerly known as CRESTCo Limited) and/or the CREST “relevant system” (as defined in such regulations) and are from time to time in force;

“**Underlying Index**” means as specified in schedule 3 to the relevant Swap Provider Agreement;

“**United States**” or “**U.S.**” means the United States of America;

“**USD**” means the lawful currency of the United States of America;

“**Valid Dealing Order**” has the meaning given to it in the Operating Manual;

“**Valuation Date**”, in respect of any Class, has the meaning given to it in the Applicable Product Annex;

“**VAT**” means any system of value added tax as provided for in Council Directive 2006/112/EC applied in any Member State of the European Union and any other similar turnover, sales or purchase, tax or duty levied by any other jurisdiction whether central, regional or local; and

“**Website**” means the secure website maintained on behalf of the Issuer at <http://orders.wisdomtree.eu/> or at such other internet address as may be notified from time to time by the Issuer to the Programme Parties in the manner provided for in Clause 5 of the Operating Procedures Agreement.

“**Weighted Average Price per ETP Security**” means an amount equal to (i) the sum of the Daily Redemption Amounts divided by (ii) the total number of ETP Securities outstanding as at the Final Redemption Date or Compulsory Redemption Date, as the case may be.