

DATED 28 May 2020

(1) WISDOMTREE FOREIGN EXCHANGE LIMITED

AND

(2) THE LAW DEBENTURE TRUST CORPORATION P.L.C.

SIXTH SUPPLEMENTAL TRUST INSTRUMENT

modifying the provisions of

THE TRUST INSTRUMENT CONSTITUTING SECURITIES DATED 5 NOVEMBER 2009 (AS MODIFIED BY THE FIRST SUPPLEMENTAL TRUST INSTRUMENT DATED 14 JUNE 2010, THE SECOND SUPPLEMENTAL TRUST INSTRUMENT DATED 31 DECEMBER 2010, THE THIRD SUPPLEMENTAL TRUST INSTRUMENT DATED 23 JUNE 2014 AND THE FOURTH SUPPLEMENTAL TRUST INSTRUMENT DATED 19 SEPTEMBER 2014 AND THE FIFTH SUPPLEMENTAL TRUST INSTRUMENT DATED 31 JULY 2019)

constituting

COLLATERALISED CURRENCY SECURITIES

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THIS SUPPLEMENTAL TRUST INSTRUMENT is made this 28th day of May 2020

BETWEEN:

- (1) **WISDOMTREE FOREIGN EXCHANGE LIMITED** a company incorporated under the laws of Jersey with registered number 103518, whose registered office is at Ordnance House, 31 Pier Road, St Helier, Jersey, Channel Islands, JE4 8PW (the “**Issuer**”); and
- (2) **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 Fifth Floor, 100 Wood Street, London EC2V 7EX, 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 Security Holders,

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

WHEREAS:

- (A) The Issuer and the Trustee have entered into a trust instrument dated 5 November 2009 (the “**Principal Trust Instrument**”) as supplemented by a supplemental trust instrument dated 14 June 2010 (the “**First Supplemental Trust Instrument**”) and by a supplemental trust instrument dated 31 December 2010 (the “**Second Supplemental Trust Instrument**”) and by a supplemental trust instrument dated 23 June 2014 (the “**Third Supplemental Trust Instrument**”) and by a supplemental trust instrument dated 19 September 2014 (the “**Fourth Supplemental Trust Instrument**”), and by a supplemental trust instrument dated 31 July 2019 (the “**Fifth Supplemental Trust Instrument**”), each made between the Issuer and the Trustee (the Principal Trust Instrument, the First Supplemental Trust Instrument, the Second Supplemental Trust Instrument, the Third Supplemental Trust Instrument, the Fourth Supplemental Trust Instrument and the Fifth Supplemental Trust Instrument together the “**Trust Instrument**”).
- (B) This Sixth Supplemental Trust Instrument (the “**Supplemental Trust Instrument**”) is supplemental to the Trust Instrument.
- (C) Pursuant to the Fifth Supplemental Trust Instrument certain amendments were made to the Trust Instrument and provision made for the Conditions to be interpreted accordingly. The Issuer now wishes to make specific changes to the Conditions to reflect those provisions and certain other changes to the Trust Instrument and the Conditions.
- (D) Currently there are no Basket Securities or INR Securities in issue, the Currency Transaction Counterparty has requested that reference to Basket Securities and INR Securities be removed from the Prospectus and consequentially from the Conditions.
- (E) Pursuant to Clause 31.2(c) of the Trust Instrument, and Condition 25.2(c) of the Conditions, the Issuer may amend or join with the Trustee in amending the Trust Instrument (including the Conditions) if, in the opinion of the Issuer and the Trustee, the amendment is necessary or desirable and is not materially prejudicial to the rights of Security Holders.
- (F) Pursuant to Condition 24 of the Conditions, the Conditions may be amended by written agreement between the Issuer and the Trustee.
- (G) Pursuant to the Issuer’s powers referred to in Recitals (C) and (F), the Issuer has determined to amend the Trust Instrument in order to make changes which are necessary

or desirable and are not materially prejudicial to the rights of Security Holders and the Trustee has given its consent to the same, in each case in the manner hereinafter appearing.

- (H) The Trustee and the Issuer are of the opinion that the changes being effected by this Supplemental Trust Instrument are necessary or desirable and are not materially prejudicial to the rights of Security Holders.
- (I) The Issuer and the Trustee intend that this Supplemental Trust Instrument shall constitute a written amendment of the terms of the Trust Instrument and the written consent of the Trustee to such amendments.

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

1. DEFINITIONS

- 1.1 All words and expressions defined in the Trust Instrument shall unless otherwise stated have the same meanings in this Supplemental Trust Instrument.
- 1.2 In this Supplemental Trust Instrument, the following expression shall have the following meaning:

| | |
|-----------------------|-----------------------------------------------------------------------------------------------|
| Effective Date | the date specified as such, or determined as such, within the notice referred to in Clause 3. |
|-----------------------|-----------------------------------------------------------------------------------------------|
- 1.3 Clauses 1.2 to 1.15 of the Principal Trust Instrument apply to this Supplemental Trust Instrument.

2. AMENDMENTS TO THE TRUST INSTRUMENT

- 2.1 With effect from the Effective Date the Conditions are amended as follows:
 - 2.1.1 The definition of “Basket Securities” in Condition 1.1 shall be deleted in its entirety;
 - 2.1.2 The definition of “Compulsory Redemption Price” in Condition 1.1 shall be amended by deleting the words “and INR Securities”
 - 2.1.3 The definition of “CNY Securities” in Condition 1.1 shall be amended by substituting the words “WisdomTree” for “ETFS” at each location it appears;
 - 2.1.4 The definition of “INR Transaction” in Condition 1.1 shall be deleted in its entirety;
 - 2.1.5 The definition of “INR Securities” in Condition 1.1 shall be deleted in its entirety;
 - 2.1.6 the definition of “Issuer” in Condition 1.1 shall be amended by substituting the words “WisdomTree Foreign Exchange Limited” for “ETFS Foreign Exchange Limited”;
 - 2.1.7 the definition of “Manjer” in Condition 1.1 shall be amended by substituting the words “WisdomTree Management Jersey Limited” for “ETFS Management Company (Jersey) Limited”;

- 2.1.8 The definition of “Notice Deadline” in Condition 1.1 shall be amended by deleting the words “or INR Securities” and “and INR Securities”
- 2.1.9 The definition of “Pricing Date” in Condition 1.1 shall be amended by deleting the words “or INR Securities” and “and INR Securities”
- 2.1.10 the definition of “Issuer’s Website” in Condition 1.1 shall be amended by substituting the words “internet address: <https://www.wisdomtree.eu/>” for “internet address: <http://www.etfsecurities.com/fx1>”;
- 2.1.11 the reference to “ETF Securities Limited” in the definition of “ETFSL” in Condition 1.1 shall be deleted and replaced by the words “ETFS Capital Limited (formerly ETF Securities Limited)”;
- 2.1.12 The definition of “FSA” in Condition 1.1 shall be deleted in its entirety and replaced with “FCA means the Financial Conduct Authority of the United Kingdom or any successor to such body.”;
- 2.1.13 the definition of “Investment Advisor” in Condition 1.1 shall be amended by substituting the words “FCA” for “FSA”;
- 2.1.14 the definition of “UK Listing Authority” in Condition 1.1 shall be amended by substituting the words “FCA” for “FSA”;
- 2.1.15 in Condition 5.1 the following phrases shall be deleted: “save for USD Collateralised Currency Securities of any class that are Basket Securities, in which case $P_{i,t-1}$ shall be deemed to be US\$10 and $DA_{i,t}$ shall be deemed to be zero”; “save for Euro Collateralised Currency Securities of any class that are Basket Securities, in which case $P_{i,t-1}$ shall be deemed to be Euro 10 and $DA_{i,t}$ shall be deemed to be zero”; and “save for GBP Collateralised Currency Securities of any class that are Basket Securities, in which case $P_{i,t-1}$ shall be deemed to be GBP 10 and $DA_{i,t}$ shall be deemed to be zero”;
- 2.1.16 in Condition 6 the words “and INR Securities” shall be deleted at each location they appear;
- 2.1.17 in Condition 7 the words “and INR Securities” shall be deleted at each location they appear;
- 2.1.18 in Condition 13 the words “or INR Securities” shall be deleted at each location they appear;
- 2.1.19 in Condition 25 the words “or INR Securities” shall be deleted at each location they appear;
- 2.1.20 the email address “info@etfsecurities.com” in Condition 26.4 shall be deleted and replaced by “infoeu@wisdomtree.com”; and
- 2.1.21 in Condition 26.6 the words “WisdomTree Foreign Exchange Limited” shall be substituted for “ETFS Foreign Exchange Limited” and the words “WisdomTree Team” shall be substituted for “Graeme Ross/Craig Stewart”;

and accordingly with effect from the Effective Date the Collateralised Currency Securities shall be held subject to, and with the benefit of, the Conditions as amended by this Clause,

all of which shall be binding on the Issuer and the Security Holders and all persons claiming through or under them respectively.

3. PUBLICATION OF NOTICE

The Issuer hereby covenants and agrees that it will notify the Security Holders by a RIS announcement, as soon as practicable after the execution of this Supplemental Trust Instrument, of the proposed amendments to the Conditions as set out herein. Such notice shall be given by way of a RIS announcement.

4. INCORPORATION OF THE PROVISIONS OF THE TRUST INSTRUMENT

4.1 The Trust Instrument (including the Schedules thereto) shall be read and construed as one agreement and instrument with this Supplemental Trust Instrument.

4.2 Notwithstanding Clause 4.1 of this Supplemental Trust Instrument, to the extent that the provisions of the Trust Instrument and the provisions of this Supplemental Trust Instrument conflict, the provisions of this Supplemental Trust Instrument shall prevail.

4.3 Save as modified by this Supplemental Trust Instrument, the provisions of the Trust Instrument shall continue in full force and effect.

5. COUNTERPARTS

5.1 This Supplemental Trust Instrument may be executed and delivered in any number of counterparts, all of which, taken together, shall constitute one and the same instrument and any party to this Supplemental Trust Instrument may enter into the same by executing and delivering a counterpart.

6. GOVERNING LAW AND SUBMISSION TO JURISDICTION

6.1 Clause 32 of the Trust Instrument shall apply, mutatis mutandis, to this Supplemental Trust Instrument.

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

EXECUTED AND DELIVERED by)
WISDOMTREE FOREIGN)
EXCHANGE LIMITED)
acting by)



Director

Executed and delivered as a deed by
THE LAW DEBENTURE TRUST CORPORATION P.L.C.
Acting by:



Director



Director / Secretary/ Authorised Signatory