Registration No. 333-

As filed with the Securities and Exchange Commission on September 2, 2011

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

WisdomTree Investments, Inc.
(Exact Name of Registrant as Specified in its Charter)

Delaware	**13-3487784**
(State or Other Jurisdiction of Incorporation or Organization)	**(I.R.S. Employer Identification No.)**

380 Madison Avenue, 21st Floor
New York, New York 10017
(Address of Principal Executive Offices) (Zip Code)

The Registrant's 1993 Stock Option Plan
The Registrant's 1996 Performance Equity Plan
The Registrant's 2000 Performance Equity Plan
The Registrant's 2001 Performance Equity Plan
The Registrant's 2005 Performance Equity Plan
Stock Option Agreements dated as of January 28, 2010 and February 5, 2010 between the Registrant and David Abner
Stock Option Agreement dated as of January 28, 2010 between the Registrant and Bruce Lavine
Stock Option Agreement dated as of January 28, 2010 between the Registrant and Richard Morris
Stock Option Agreement dated as of July 30, 2003 between the Registrant and Drake Mosier
Stock Option Agreement dated as of January 28, 2010 between the Registrant and Amit Muni
Stock Option Agreement dated as of November 10, 2004 between the Registrant and Jeremy Siegel
Stock Option Agreement dated as of March 17, 2004 between the Registrant and Luciano Siracusano
Stock Option Agreements dated as of April 3, 2002 (as amended on November 10, 2004), March 17, 2004 (as amended on November 10, 2004), November 10, 2004 and January 26, 2009 between the Registrant and Jonathan Steinberg
Stock Option Agreement dated as of March 17, 2004 between the Registrant and Jeremy Rayne Steinberg
Stock Option Agreement dated as of November 10, 2004 between the Registrant and Michael Steinhardt
Stock Option Agreement dated as of January 28, 2010 between the Registrant and Peter Ziemba
(Full Title of the Plans)

Peter M. Ziemba
Executive Vice President-Business and Legal Affairs, Chief Legal Officer
WisdomTree Investments, Inc.
380 Madison Avenue, 21st Floor
New York, NY 10017
Tel: 917-267-3747
Fax: 917-267-3848
(Name, Address and Telephone Number, Including Area Code, of Agent for Service of Process)

Copies to:

Jocelyn M. Arel, Esq.
Goodwin Procter LLP
Exchange Place
53 State Street
Boston, MA 02109
Tel: (617) 570-1000
Fax: (617) 523-1231

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒ (Do not check if a smaller reporting company)	Smaller reporting company	☐

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered (7)	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Common stock, $0.01 par value	82,673(1)	$ 0.05(8)	$4,133.65(8)	$0.48
Common stock, $0.01 par value	389,839(2)	$ 0.06(8)	$23,390.34(8)	$2.72
Common stock, $0.01 par value	694,292(3)	$ 0.14(8)	$97,200.88(8)	$11.29
Common stock, $0.01 par value	7,729,213(4)	$ 1.72(8)	$13,294,246.36(8)	$1,543.47
Common stock, $0.01 par value	5,264,839(5)	$ 8.78(9)	$46,225,286.42(9)	$5,366.76
Common stock, $0.01 par value	12,032,675(6)	$ 0.24(10)	$2,887,842.00(10)	$335.28
Total	**26,193,531**		**$62,532,099.65**	**$7,260.00**

(1) Represents the number of shares of the Registrant's common stock issuable upon exercise of outstanding options that have been issued pursuant to the Registrant's 1993 Stock Option Plan (the "1993 Plan").

(2) Represents the number of shares of the Registrant's common stock issuable upon exercise of outstanding options that have been issued pursuant to the Registrant's 1996 Performance Equity Plan (the "1996 Plan").

(3) Represents the number of shares of the Registrant's common stock issuable upon exercise of outstanding options that have been issued pursuant to the Registrant's 2000 Performance Equity Plan (the "2000 Plan").

(4) Represents the number of shares of the Registrant's common stock issuable upon exercise of outstanding options that have been issued pursuant to the Registrant's 2005 Performance Equity Plan, as amended (the "2005 Plan").

(5) Represents the number of shares of the Registrant's common stock available for future issuance of awards pursuant to the 1993 Plan, the 1996 Plan, the 2000 Plan, the Registrant's 2001 Performance Equity Plan (the "2001 Plan") and the 2005 Plan (collectively, the "Plans").

(6) Represents the aggregate number of shares of the Registrant's common stock that may be issued upon the exercise of options that have been granted pursuant to Stock Option Agreements dated as of January 28, 2010 and February 5, 2010 between the Registrant and David Abner; a Stock Option Agreement dated as of January 28, 2010 between the Registrant and Bruce Lavine; a Stock Option Agreement dated as of January 28, 2010 between the Registrant and Richard Morris; a Stock Option Agreement dated as of July 30, 2003 between the Registrant and Drake Mosier; a Stock Option Agreement dated as of January 28, 2010 between the Registrant and Amit Muni; a Stock Option Agreement dated as of November 10, 2004 between the Registrant and Jeremy Siegel; a Stock Option Agreement dated as of March 17, 2004 between the Registrant and Luciano Siracusano; Stock Option Agreements dated as of April 3, 2002 (as amended on November 10, 2004), March 17, 2004 (as amended on November 10, 2004), November 10, 2004 and January 26, 2009 between the Registrant and Jonathan Steinberg; a Stock Option Agreement dated as of March 17, 2004 between the Registrant and Jeremy Rayne Steinberg; a Stock Option Agreement dated as of March 17, 2004 between the Registrant and Michael Steinhardt; and a Stock Option Agreement dated as of January 28, 2010 between the Registrant and Peter Ziemba (the "Option Agreements").

(7) This Registration Statement shall also cover any additional shares of common stock which become issuable under the Plans or the Option Agreements, as applicable, by reason of any stock dividend, stock split, recapitalization or other similar transaction effected without the receipt of consideration that results in an increase in the number of the outstanding shares of common stock of the Registrant.

(8) This estimate is made pursuant to Rule 457(h) under the Securities Act of 1933, as amended (the "Securities Act"), solely for the purpose of determining the registration fee. The price per share and aggregate offering price are based upon the weighted average exercise price per share of the related options granted under the Plans, as applicable.

(9) Estimated solely for the purpose of calculating the registration fee in accordance with Rules 457(h)(1) and 457(c) under the Securities Act and based upon the average of the high and low prices of the common stock reported on the NASDAQ Global Select Market on August 26, 2011.

(10) Such shares are issuable upon exercise of outstanding options with weighted average exercise prices of $0.23 per share. Pursuant to Rule 457(h), the aggregate offering price and the registration fee have been computed upon the basis of the price at which the options may be exercised.

PART I
INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

Item 1. Plan Information.

The documents containing the information specified in this Item 1 will be sent or given to participants as specified by Rule 428(b)(1) under the Securities Act. In accordance with the rules and regulations of the Securities and Exchange Commission (the "Commission") and the instructions to Form S-8, such documents are not being filed with the Commission either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424 under the Securities Act.

Item 2. Registrant Information and Employee Plan Annual Information.

The documents containing the information specified in this Item 2 will be sent or given to participants as specified by Rule 428(b)(1) under the Securities Act. In accordance with the rules and regulations of the Commission and the instructions to Form S-8, such documents are not being filed with the Commission either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424 under the Securities Act.

PART II
INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following document filed by the Registrant with the Commission pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act"), is incorporated by reference in this Registration Statement: the Registrant's Registration Statement on Form 10, filed with the Commission pursuant to Section 12(b) of the Exchange Act on March 31, 2011, as amended.

All documents subsequently filed with the Commission by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment which indicates that all securities offered herein have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing of such documents.

Item 4. Description of Securities.

Not applicable.

Item 5. Interest of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

Section 145 of the General Corporation Law of the State of Delaware empowers a Delaware corporation to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit, or proceeding if such person acted in good faith and in a manner such person

reasonably believed to be in or not opposed to the best interests of the corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe that such person's conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon plea of *nolo contendere* or its equivalent, does not, of itself, create a presumption that such person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful.

In the case of an action by or in the right of the corporation, Section 145 empowers a corporation to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action in any of the capacities set forth above against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner such person reasonably believed to be in and not opposed to the best interests of the corporation, except that indemnification is not permitted in respect of any claim, issue, or matter as to which such person is adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought determines upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court deems proper. Section 145 further provides: that a Delaware corporation is required to indemnify a director, officer, employee, or agent against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with any action, suit, or proceeding or in defense of any claim, issue, or matter therein as to which such person has been successful on the merits or otherwise; that indemnification provided for by Section 145 shall not be deemed exclusive of any other rights to which the indemnified party may be entitled; that indemnification provided for by Section 145 shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of such person's heirs, executors, and administrators; and empowers the corporation to purchase and maintain insurance on behalf of a director or officer against any such liability asserted against such person in any such capacity or arising out of such person's status as such whether or not the corporation would have the power to indemnify him against liability under Section 145. A Delaware corporation may provide indemnification only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct. Such determination is to be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not party to such action, suit, or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders.

Article VIII of our Amended and Restated Certificate of Incorporation and Article VIII of our Bylaws provides for indemnification of our directors and officers to the fullest extent permitted by law, as now in effect or later amended. Article VIII of the Bylaws provides that we may pay for expenses incurred by an officer of director in defending a civil or criminal action, suit, or proceeding in advance of final disposition upon receipt of an undertaking by or on behalf of such person to repay such amount if it ultimately is determined that such person is not entitled to be indemnified by us.

We may provide liability insurance for each director and officer for certain losses arising from claims or charges made against them while acting in their capacities as our directors or officers. We currently maintain such liability insurance.

Article VII of our Amended and Restated Certificate of Incorporation eliminates the personal liability of our directors to the fullest extent permitted by the provisions of Section 102 of the Delaware General Corporation Law, as the same may be amended and supplemented.

Additionally, we have entered into Indemnification Agreements with certain of our directors and officers whereby we have agreed to indemnify, and advance expenses to, each indemnitee to the fullest extent permitted by applicable law. The Indemnification Agreements will continue until and terminate upon the later of (i) ten years after the date that the indemnitee has ceased to serve as a director or officer or any entity which the indemnitee served at our request, or (ii) the final termination of all pending proceedings in respect of which the indemnitee is granted rights of indemnification or advancement of expenses or any proceeding commenced by the indemnitee.

We maintain a directors' and officers' liability insurance policy. The policy insures directors and officers against unindemnified losses arising from certain wrongful acts in their capacities as directors and officers and reimburses us for those losses for which we have lawfully indemnified the directors and officers. The policy contains various exclusions.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

Exhibit No.	Description of Exhibit
Exhibit 4.1(1)	Amended and Restated Certificate of Incorporation
Exhibit 4.2(2)	Amended and Restated Bylaws of the Company
Exhibit 4.3(3)	Specimen Common Stock Certificate
Exhibit 5.1	Opinion of Goodwin Procter LLP
Exhibit 23.1	Consent of Ernst & Young LLP, an Independent Registered Public Accounting Firm
Exhibit 23.2	Consent of Goodwin Procter LLP (included in Exhibit 5.1 and incorporated herein by reference)
Exhibit 24.1	Power of Attorney (included as part of the signature page to this Registration Statement)
Exhibit 99.1(4)	The Registrant's 1993 Stock Option Plan
Exhibit 99.2(5)	The Registrant's 1996 Performance Equity Plan
Exhibit 99.3(6)	The Registrant's 2000 Performance Equity Plan
Exhibit 99.4(7)	The Registrant's 2001 Performance Equity Plan
Exhibit 99.5(8)	The Registrant's 2005 Performance Equity Plan
Exhibit 99.6(9)	Amendment to the Registrant's 2005 Performance Equity Plan approved by stockholders on August 20, 2007
Exhibit 99.7(10)	Amendment to the Registrant's 2005 Performance Equity Plan approved by stockholders on August 23, 2010
Exhibit 99.8(11)	Form of Stock Option Agreement for Executive Officer Grants under 2005 Performance Equity Plan
Exhibit 99.9(12)	Form of Stock Option Agreement for Independent Directors
Exhibit 99.10(13)	Stock Option Agreement dated as of April 3, 2002 between the Registrant and Jonathan Steinberg
Exhibit 99.11(14)	Stock Option Agreement dated as of March 17, 2004 between the Registrant and Jonathan Steinberg
Exhibit 99.12(15)	Amendment dated November 10, 2004 to Stock Option Agreements dated April 3, 2002 between the Registrant and Jonathan Steinberg and March 17, 2004 between the Registrant and Jonathan Steinberg
Exhibit 99.13(16)	Stock Option Agreement dated as of November 10, 2004 between the Registrant and Jonathan Steinberg
Exhibit 99.14(17)	Stock Option Agreement dated as of March 17, 2004 between the Registrant and Luciano Siracusano
Exhibit 99.15(18)	Stock Option Agreement dated as of November 10, 2004 between the Registrant and Michael Steinhardt
Exhibit 99.16	Stock Option Agreement dated as of July 30, 2003 between the Registrant and Drake Mosier
Exhibit 99.17	Schedule of Stock Option Agreements identical to Exhibit 99.15 including schedule of material differences.

Exhibit 99.18 Schedule of Stock Option Agreements identical to Exhibit 99.14 including schedule of material differences,

Exhibit 99.19 Form of Stock Option Agreement for Executive Officer Grants Outside of any Option or Equity Plans

Exhibit 99.20 Form of Stock Option Agreement for Non-Executive Officer Grants Outside of any Option or Equity Plans

(1) Incorporated herein by reference to Exhibit 3.1 to the Company's Registration Statement on Form 10 (File No. 001-10932), as amended.
(2) Incorporated herein by reference to Exhibit 3.2 to the Company's Registration Statement on Form 10 (File No. 001-10932), as amended.
(3) Incorporated herein by reference to Exhibit 4.1 to the Company's Registration Statement on Form 10 (File No. 001-10932), as amended.
(4) Incorporated herein by reference to Exhibit 10.4 to the Company's Registration Statement on Form 10 (File No. 001-10932), as amended.
(5) Incorporated herein by reference to Exhibit 10.5 to the Company's Registration Statement on Form 10 (File No. 001-10932), as amended.
(6) Incorporated herein by reference to Exhibit 10.7 to the Company's Registration Statement on Form 10 (File No. 001-10932), as amended.
(7) Incorporated herein by reference to Exhibit 10.8 to the Company's Registration Statement on Form 10 (File No. 001-10932), as amended.
(8) Incorporated herein by reference to Exhibit 10.9 to the Company's Registration Statement on Form 10 (File No. 001-10932), as amended.
(9) Incorporated herein by reference to Exhibit 10.10 to the Company's Registration Statement on Form 10 (File No. 001-10932), as amended.
(10) Incorporated herein by reference to Exhibit 10.11 to the Company's Registration Statement on Form 10 (File No. 001-10932), as amended.
(11) Incorporated herein by reference to Exhibit 10.14 to the Company's Registration Statement on Form 10 (File No. 001-10932), as amended.
(12) Incorporated herein by reference to Exhibit 10.16 to the Company's Registration Statement on Form 10 (File No. 001-10932), as amended.
(13) Incorporated herein by reference to Exhibit 10.18 to the Company's Registration Statement on Form 10 (File No. 001-10932), as amended.
(14) Incorporated herein by reference to Exhibit 10.19 to the Company's Registration Statement on Form 10 (File No. 001-10932), as amended.
(15) Incorporated herein by reference to Exhibit 10.20 to the Company's Registration Statement on Form 10 (File No. 001-10932), as amended.
(16) Incorporated herein by reference to Exhibit 10.21 to the Company's Registration Statement on Form 10 (File No. 001-10932), as amended.
(17) Incorporated herein by reference to Exhibit 10.24 to the Company's Registration Statement on Form 10 (File No. 001-10932), as amended.
(18) Incorporated herein by reference to Exhibit 10.29 to the Company's Registration Statement on Form 10 (File No. 001-10932), as amended.

Item 9. Undertakings.

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement.

provided, *however*, that paragraphs (i) and (ii) above do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, in the State of New York, on this 2nd day of September, 2011.

WISDOMTREE INVESTMENTS, INC.

By: /s/ Jonathan L. Steinberg
Jonathan L. Steinberg
Chief Executive Officer

POWER OF ATTORNEY AND SIGNATURES

We, the undersigned officers and directors of WisdomTree Investments, Inc., hereby severally constitute and appoint Peter M. Ziemba and Amit Muni, and each of them singly, our true and lawful attorneys, with full power to sign for us in our names in the capacities indicated below, any amendments to this Registration Statement on Form S-8 (including post-effective amendments), and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, and generally to do all things in our names and on our behalf in our capacities as officers and directors to enable WisdomTree Investments, Inc., to comply with the provisions of the Securities Act of 1933, as amended, hereby ratifying and confirming our signatures as they may be signed by our said attorneys, or any of them, to said Registration Statement and all amendments thereto.

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed by the following persons in the capacities below on the 2nd day of September, 2011.

Name	Title(s)
/s/ Jonathan L. Steinberg **Jonathan L. Steinberg**	**Chief Executive Officer and Director** (Principal Executive Officer)
/s/ Amit Muni **Amit Muni**	**Executive Vice President—Finance and Chief Financial Officer** (Principal Financial and Accounting Officer)
/s/ Bruce I. Lavine **Bruce I. Lavine**	**President, Chief Operating Officer and Director**
/s/ Michael Steinhardt **Michael Steinhardt**	**Chairman of the Board of Directors**
/s/ Steven L. Begleiter **Steven L. Begleiter**	**Director**

/s/ Anthony Bossone **Anthony Bossone**	**Director**
/s/ R. Jarrett Lilien **R. Jarrett Lilien**	**Director**
 James D. Robinson, IV	**Director**
/s/ Frank Salerno **Frank Salerno**	**Director**

INDEX TO EXHIBITS

Exhibit No.	Description of Exhibit
Exhibit 4.1(1)	Amended and Restated Certificate of Incorporation
Exhibit 4.2(2)	Amended and Restated Bylaws of the Company
Exhibit 4.3(3)	Specimen Common Stock Certificate
Exhibit 5.1	Opinion of Goodwin Procter LLP
Exhibit 23.1	Consent of Ernst & Young LLP, an Independent Registered Public Accounting Firm
Exhibit 23.2	Consent of Goodwin Procter LLP (included in Exhibit 5.1 and incorporated herein by reference)
Exhibit 24.1	Power of Attorney (included as part of the signature page to this Registration Statement)
Exhibit 99.1(4)	The Registrant's 1993 Stock Option Plan
Exhibit 99.2(5)	The Registrant's 1996 Performance Equity Plan
Exhibit 99.3(6)	The Registrant's 2000 Performance Equity Plan
Exhibit 99.4(7)	The Registrant's 2001 Performance Equity Plan
Exhibit 99.5(8)	The Registrant's 2005 Performance Equity Plan
Exhibit 99.6(9)	Amendment to the Registrant's 2005 Performance Equity Plan approved by stockholders on August 20, 2007
Exhibit 99.7(10)	Amendment to the Registrant's 2005 Performance Equity Plan approved by stockholders on August 23, 2010
Exhibit 99.8(11)	Form of Stock Option Agreement for Executive Officer Grants under 2005 Performance Equity Plan
Exhibit 99.9(12)	Form of Stock Option Agreement for Independent Directors
Exhibit 99.10(13)	Stock Option Agreement dated as of April 3, 2002 between the Registrant and Jonathan Steinberg
Exhibit 99.11(14)	Stock Option Agreement dated as of March 17, 2004 between the Registrant and Jonathan Steinberg
Exhibit 99.12(15)	Amendment dated November 10, 2004 to Stock Option Agreements dated April 3, 2002 between the Registrant and Jonathan Steinberg and March 17, 2004 between the Registrant and Jonathan Steinberg
Exhibit 99.13(16)	Stock Option Agreement dated as of November 10, 2004 between the Registrant and Jonathan Steinberg
Exhibit 99.14(17)	Stock Option Agreement dated as of March 17, 2004 between the Registrant and Luciano Siracusano
Exhibit 99.15(18)	Stock Option Agreement dated as of November 10, 2004 between the Registrant and Michael Steinhardt
Exhibit 99.16	Stock Option Agreement dated as of July 30, 2003 between the Registrant and Drake Mosier
Exhibit 99.17	Schedule of Stock Option Agreements identical to Exhibit 99.15 including schedule of material differences.
Exhibit 99.18	Schedule of Stock Option Agreements identical to Exhibit 99.14 including schedule of material differences.
Exhibit 99.19	Form of Stock Option Agreement for Executive Officer Grants Outside of any Option or Equity Plans
Exhibit 99.20	Form of Stock Option Agreement for Non-Executive Officer Grants Outside of any Option or Equity Plans

(1) Incorporated herein by reference to Exhibit 3.1 to the Company's Registration Statement on Form 10 (File No. 001-10932), as amended.

(2) Incorporated herein by reference to Exhibit 3.2 to the Company's Registration Statement on Form 10 (File No. 001-10932), as amended.
(3) Incorporated herein by reference to Exhibit 4.1 to the Company's Registration Statement on Form 10 (File No. 001-10932), as amended.
(4) Incorporated herein by reference to Exhibit 10.4 to the Company's Registration Statement on Form 10 (File No. 001-10932), as amended.
(5) Incorporated herein by reference to Exhibit 10.5 to the Company's Registration Statement on Form 10 (File No. 001-10932), as amended.
(6) Incorporated herein by reference to Exhibit 10.7 to the Company's Registration Statement on Form 10 (File No. 001-10932), as amended.
(7) Incorporated herein by reference to Exhibit 10.8 to the Company's Registration Statement on Form 10 (File No. 001-10932), as amended.
(8) Incorporated herein by reference to Exhibit 10.9 to the Company's Registration Statement on Form 10 (File No. 001-10932), as amended.
(9) Incorporated herein by reference to Exhibit 10.10 to the Company's Registration Statement on Form 10 (File No. 001-10932), as amended.
(10) Incorporated herein by reference to Exhibit 10.11 to the Company's Registration Statement on Form 10 (File No. 001-10932), as amended.
(11) Incorporated herein by reference to Exhibit 10.14 to the Company's Registration Statement on Form 10 (File No. 001-10932), as amended.
(12) Incorporated herein by reference to Exhibit 10.16 to the Company's Registration Statement on Form 10 (File No. 001-10932), as amended.
(13) Incorporated herein by reference to Exhibit 10.18 to the Company's Registration Statement on Form 10 (File No. 001-10932), as amended.
(14) Incorporated herein by reference to Exhibit 10.19 to the Company's Registration Statement on Form 10 (File No. 001-10932), as amended.
(15) Incorporated herein by reference to Exhibit 10.20 to the Company's Registration Statement on Form 10 (File No. 001-10932), as amended.
(16) Incorporated herein by reference to Exhibit 10.21 to the Company's Registration Statement on Form 10 (File No. 001-10932), as amended.
(17) Incorporated herein by reference to Exhibit 10.24 to the Company's Registration Statement on Form 10 (File No. 001-10932), as amended.
(18) Incorporated herein by reference to Exhibit 10.29 to the Company's Registration Statement on Form 10 (File No. 001-10932), as amended.

Exhibit 5.1

September 2, 2011

WisdomTree Investments, Inc.
380 Madison Avenue, 21st Floor
New York, New York 10017

Re: Securities Being Registered under Registration Statement on Form S-8

Ladies and Gentlemen:

We have acted as counsel to you in connection with your filing of a Registration Statement on Form S-8 (the "Registration Statement") pursuant to the Securities Act of 1933, as amended (the "Securities Act"), on or about the date hereof relating to an aggregate of 26,193,531 shares of Common Stock, $0.01 par value per share (the "Shares"), of Wisdom Tree Investments, Inc., a Delaware corporation (the "Company") that may be issued pursuant to the exercise of options or other rights granted under (i) the Company's 1993 Stock Option Plan (the "1993 Plan"), (ii) the Company's 1996 Performance Equity Plan (the "1996 Plan"), (iii) the Company's 2000 Performance Equity Plan (the "2000 Plan"), (iv) the Company's 2001 Performance Equity Plan (the "2001 Plan"), (v) the Company's 2005 Performance Equity Plan, as amended (the "2005 Plan"), (vi) the Stock Option Agreement dated as of January 28, 2010 between the Company and David Abner, the Stock Option Agreement dated as of February 5, 2010 between the Company and David Abner, the Stock Option Agreement dated as of January 28, 2010 between the Company and Bruce Lavine, the Stock Option Agreement dated as of January 28, 2010 between the Company and Richard Morris, the Stock Option Agreement dated as of July 30, 2003 between the Company and E. Drake Mosier, the Stock Option Agreement dated as of January 28, 2010 between the Company and Amit Muni, the Stock Option Agreement dated as of November 10, 2004 between the Company and Jeremy Siegel, the Stock Option Agreement dated as of March 17, 2004 between the Company and Luciano Siracusano, the Stock Option Agreements dated as of April 3, 2002 (as amended on November 10, 2004), March 17, 2004 (as amended on November 10, 2004), November 10, 2004 and January 26, 2009 between the Company and Jonathan Steinberg, the Stock Option Agreement dated as of March 17, 2004 between the Company and Jeremy Rayne Steinberg, the Stock Option Agreement dated as of November 10, 2004 between the Company and Michael Steinhardt, and the Stock Option Agreement dated as of January 28, 2010 between the Company and Peter Ziemba (each, a "Stock Option Grant Agreement").

We have reviewed such documents and made such examination of law as we have deemed appropriate to give the opinions expressed below. We have relied, without independent verification, on certificates of public officials and, as to matters of fact material to the opinion set forth below, on certificates of officers of the Company.

The opinion expressed below is limited to the Delaware General Corporation Law (which includes reported judicial decisions interpreting the Delaware General Corporation Law). For purposes of the opinion expressed below, we have assumed that a sufficient number of authorized but unissued shares of the Company's Common Stock will be available for issuance when the Shares are issued.

Based on the foregoing, we are of the opinion that the Shares have been duly authorized, and, upon issuance and delivery against payment therefor in accordance with the terms of the 1993 Plan, the 1996 Plan, the 2000 Plan, the 2001 Plan, the 2005 Plan or the applicable Stock Option Grant Agreement, as applicable, will be validly issued, fully paid and nonassessable.

We hereby consent to the inclusion of this opinion as Exhibit 5.1 to the Registration Statement. In giving our consent, we do not admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations thereunder.

Very truly yours,

GOODWIN PROCTER LLP

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the Registration Statement (Form S-8) pertaining to the:

(1) WisdomTree Investments, Inc. 1993 Stock Option Plan,

(2) WisdomTree Investments, Inc. 1996 Performance Equity Plan,

(3) WisdomTree Investments, Inc. 2000 Performance Equity Plan,

(4) WisdomTree Investments, Inc. 2001 Performance Equity Plan,

(5) WisdomTree Investments, Inc. 2005 Performance Equity Plan,

(6) Stock Option Agreements dated as of January 28, 2010 and February 5, 2010 between the WisdomTree Investments, Inc. and David Abner,

(7) Stock Option Agreement dated as of January 28, 2010 between the WisdomTree Investments, Inc. and Bruce Lavine,

(8) Stock Option Agreement dated as of January 28, 2010 between the WisdomTree Investments, Inc. and Richard Morris,

(9) Stock Option Agreement dated as of July 30, 2003 between the WisdomTree Investments, Inc. and Drake Mosier,

(10) Stock Option Agreement dated as of January 28, 2010 between the WisdomTree Investments, Inc. and Amit Muni,

(11) Stock Option Agreement dated as of November 10, 2004 between the WisdomTree Investments, Inc. and Jeremy Siegel,

(12) Stock Option Agreement dated as of March 17, 2004 between the WisdomTree Investments, Inc. and Luciano Siracusano,

(13) Stock Option Agreements dated as of April 3, 2002 (as amended on November 10, 2004), March 17, 2004 (as amended on November 10, 2004), November 10, 2004 and January 26, 2009 between the WisdomTree Investments, Inc. and Jonathan Steinberg,

(14) Stock Option Agreement dated as of March 17, 2004 between the WisdomTree Investments, Inc. and Jeremy Rayne Steinberg,

(15) Stock Option Agreement dated as of November 10, 2004 between the WisdomTree Investments, Inc. and Michael Steinhardt, and

(16) Stock Option Agreement dated as of January 28, 2010 between the WisdomTree Investments, Inc. and Peter Ziemba;

of WisdomTree Investments, Inc. of our report dated March 31, 2011, with respect to the consolidated financial statements of WisdomTree Investments, Inc. for the three years ended December 31, 2010 included in its Amendment 2 on Form 10 filed with the Securities and Exchange Commission on June 28, 2011.

/s/ Ernst & Young LLP

New York, New York
September 1, 2011

STOCK OPTION AGREEMENT

This STOCK OPTION AGREEMENT (the "Agreement") is entered into as of the July 30, 2003, by and between INDEX DEVELOPMENT PARTNERS, INC., a Delaware corporation (the "Company"), and E. Drake Mosier (the "Director").

WHEREAS, on July 30, 2003 (the "Grant Date"), the Board of Directors of the Company (the "Board") authorized the grant to the Director of an option (the "Option") to purchase an aggregate of 100,000 shares of the authorized but unissued Common Stock of the Company, $.01 par value (the "Common Stock"), conditioned upon the Director's acceptance of the grant of the Option upon the terms and conditions set forth in this Agreement; and

WHEREAS, the Director desires to acquire the Option upon the terms and conditions set forth in this Agreement;

IT IS AGREED:

1. Grant of Stock Option. The Company hereby grants the Director the Option to purchase all or any part of an aggregate of 100,000 shares of Common Stock (the "Option Shares") on the terms and conditions set forth herein.

2. Non-Qualified Stock Option. The Option represented hereby is not intended to be an Option which qualifies as an "Incentive Stock Option" under Section 422 of the Internal Revenue Code of 1986, as amended.

3. Exercise Price. The exercise price of the Option is $0.10 per share, subject to adjustment as hereinafter provided.

4. Exercisability. This Option shall be exercisable as to 33,333 shares on the Grant Date, as to an additional 33,333 shares on July 30, 2004, and as to an additional 33,334 shares on July 30, 2005, respectively. After a portion of the Option becomes exercisable, such portion shall remain exercisable, except as otherwise provided herein, until the close of business on July 29, 2003 ("Exercise Period").

5. Effect of Termination of Directorship.

5.1. Termination Due to any Reason Other than Removal For Cause. If Director's status as a Director of the Company terminates due to any reason other than removal for cause, the portion of the Option, if any, that was exercisable as of the date of termination may thereafter be exercised by the Director or by the legal representative of the estate or by the legatee of the Director under the will of the Director until the expiration of the Exercise Period. The portion of the Option, if any, that was not exercisable as of the date of termination shall immediately expire upon termination.

5.2. Termination Due to Removal for Cause. If Director's status as a Director of the Company terminates by reason of removal for cause, then (a) the Option shall immediately terminate and (b) the Company may require the Director to return to the Company the economic value of any Option Shares purchased hereunder by the Director within the six (6) month period prior to the date of such removal. In such event, the Director hereby agrees to remit to the Company, in cash, an amount equal to the difference between the Fair Market Value of the Option Shares on the date of such removal (or the sales price of such Shares if the Option Shares were sold during such six (6) month period) and the Exercise Price of such Shares. For purposes of this Agreement, the "Fair Market Value" of the Option Shares on a given date (the "Date of Determination") shall mean shall be deemed to be the last reported sale price of the Common Stock on such date, or, in case no such reported sale takes place on such day, the average of the last reported sale prices for the immediately preceding three trading days, in either case as officially reported by the principal securities exchange on which the Common Stock is listed or admitted to trading, or, if the Common Stock is not listed or admitted to trading on any national securities exchange or if any such exchange on which the Common Stock is listed is not its principal trading market, the last reported sale price as furnished by the National Association of Securities Dealers, Inc. ("NASD") through the Nasdaq National Market or SmallCap Market, or, if applicable, the OTC Bulletin Board or the residual over-the-counter market, or if the Common Stock is not listed or admitted to trading on any of the foregoing markets, or similar organization, as determined in good faith by resolution of the Board of Directors of the Company, based on the best information available to it. Nothing in the this Agreement shall limit in an manner the power of the Board or the Company's stockholders to remove Director at any time, for any reason or no reason, provided that such removal is effected in accordance with applicable law, the Company's then-current certificate of incorporation, as amended and the Company's then-current by-laws.

6. Withholding Tax. Not later than the date as of which an amount first becomes includible in the gross income of the Director for Federal income tax purposes with respect to the Option, the Director shall pay to the Company, or make arrangements satisfactory to the Company regarding the

payment of, any Federal, state and local taxes of any kind required by law to be withheld or paid with respect to such amount. Notwithstanding anything in this Agreement to the contrary, the obligations of the Company under this Agreement shall be conditional upon such payment or arrangements with the Company and the Company shall, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to the Director from the Company.

7. Adjustments. In the event of any merger, reorganization, consolidation, recapitalization, consolidation, dividend (other than cash dividend), stock split, reverse stock split, or other change in corporate structure affecting the number of issued shares of Common Stock, the Company shall proportionally adjust the number and kind of Option Shares and the exercise price of the Option in order to prevent the dilution or enlargement of the Director's proportionate interest in the Company and Director's rights hereunder, provided that the number of Option Shares shall always be a whole number.

8. Method of Exercise.

8.1. Notice to the Company. The Option shall be exercised in whole or in part by written notice in substantially the form attached hereto as Exhibit A directed to the Company at its principal place of business accompanied by full payment as hereinafter provided of the exercise price for the number of Option Shares specified in the notice.

8.2. Delivery of Option Shares. The Company shall deliver a certificate for the Option Shares to the Director as soon as practicable after payment therefor.

8.3. Payment of Purchase Price. The Director shall make pay for the Option Shares by any one or more of the following methods set forth in this Section 8.3.

8.3.1. Cash Payment. The Director shall make cash payments by wire transfer, certified check or bank check, in each case payable to the order of the Company; the Company shall not be required to deliver certificates for Option Shares until the Company has confirmed the receipt of good and available funds in payment of the purchase price thereof.

8.3.2. Payment through Bank or Broker. The Director may make arrangements satisfactory to the Company with a bank or a broker who is member of the National Association of Securities Dealers, Inc. to either (a) sell on the exercise date a sufficient number of the Option Shares being purchased so that the net proceeds of the sale transaction will at least equal the Exercise Price multiplied by the number of Option Shares being purchased pursuant to such exercise, plus

the amount of any applicable withholding taxes and pursuant to which the bank or broker undertakes irrevocably to deliver the full Exercise Price multiplied by the number of Option Shares being purchased pursuant to such exercise, plus the amount of any applicable withholding taxes to the Company on a date satisfactory to the Company, but no later than the date on which the sale transaction would settle in the ordinary course of business or (b) obtain a "margin commitment" from the bank or broker pursuant to which the bank or broker undertakes irrevocably to deliver the full Exercise Price multiplied by the number of Option Shares being purchased pursuant to such exercise, plus the amount of any applicable withholding taxes to the Company, immediately upon receipt of the Option Shares.

8.3.3. Cashless Payment.

(a) The Director may, in his or her sole discretion, use shares of Common Stock of the Company that were owned by the Director for more than six (6) months (and which have been paid for within the meaning of Rule 144 promulgated by the Securities and Exchange Commission ("Commission") and, if such shares were purchased from the Company by use of a promissory note, such note has been fully paid with respect to such shares), or that were obtained by the Director in the open public market, to pay the purchase price for the Option Shares by delivery of one or more stock certificates in negotiable form which are effective to transfer good and valid title thereto to the Company, free of any liens or encumbrances. Shares of Common Stock used for this purpose shall be valued at the Fair Market Value (as defined in Section 5.2).

(b) At the election of the Director, the Exercise Price for any or all of the Option Shares to be acquired may be paid by the surrender of any unexercised portion of the Option having a "value" equal to the Exercise Price multiplied by the number of Option Shares to be purchased. The "value" of a surrendered portion of the Option means, as of the exercise date, an amount equal to the excess of the total Fair Market Value (as defined in Section 5.2) of the shares of Common Stock underlying the surrendered portion of the Option over the total Exercise Price of such shares of Common Stock underlying the surrendered portion of the Option.

8.3.4. Payment of Withholding Tax. Any required withholding tax may be paid in cash, with Common Stock or by the surrender of an unexercised portion of the Option in accordance with Sections 8.3.1., 8.3.2 and 8.3.3.

8.3.5. Exchange Act Compliance. Notwithstanding the foregoing, the Company shall have the right to reject payment in the form of Common Stock if in the opinion of counsel for the Company, (i) it could result in an event of "recapture" under Section 16(b) of the Securities Exchange Act of 1934; (ii) such shares of Common Stock may not be sold or transferred to the Company; or (iii) such transfer could create legal difficulties for the Company.

9. Security Interest in Option Shares Collateralizing Obligations Owed to the Company. Notwithstanding anything in this Agreement to the contrary, the Director hereby grants the Company a security interest in the Option Shares as follows: in the event that the Director owes the Company any sum (including without limitation amounts owed pursuant to a loan made by the Company to the Director), and such sum is past due (the "Past Due Amount"), the Company shall have a security interest in the Option Shares. The Director hereby agrees to execute, promptly upon request by the Company, such instruments and to take such action as may be useful for the Company to perfect and/or exercise such security interest, and hereby irrevocably grants the Company the right to retain, in full or partial payment of the Past Due Amount, up to the following number of Option Shares upon any whole or partial exercise of the Option: a fraction, the numerator of which is the Past Due Amount, and the denominator of which is the Fair Market Value of the Company's common stock (as defined in Section 5.2) as of the date of such exercise; provided that the fraction set forth in the preceding clause shall be rounded up to the nearest whole number. The security interest set forth herein shall be cumulative to all, and not in lieu of any, other remedies to available to the Company with respect to any Past Due Amount.

10. Market Standoff Agreement. The Director agrees that, in connection with any registration of the Company's securities, upon the request of the Company or the underwriters managing any public offering of the Company's securities, the Director will not sell or otherwise dispose of any Option Shares (including without limitation sale of Option Shares in connection with the exercise method set forth in Section 8.3.2.) or any other securities of the Company without the prior written consent of the Company or such underwriters, as the case may be, for such period of time from the effective date of such registration as the Company or the underwriters may specify for the Company's Director shareholders generally. The Director understands and agrees that, in order to ensure compliance with the market standoff agreement, the Company may issue appropriate "stop-transfer" instructions to its transfer agent.

11. Notice of Disqualifying Disposition of ISO Shares. If the Option granted to the Director herein is an ISO, and if the Director sells or otherwise disposes of any of the Option Shares acquired pursuant to a whole or partial exercise the Option prior to the later of (a) the second (2nd) anniversary of the Grant Date, or (b) the first (1st) anniversary of the date of exercise of such Option Shares, the Director shall immediately notify the Company in writing of such sale or disposition. The Director acknowledges and agrees that the Director may be subject to income and other tax withholding by the Company on the compensation income recognized by the Director from any such sale or disposition, by payment in cash (or in shares of Common Stock, to the extent permissible under Section 8.3.4.) or out of

the current wages or other earnings payable to Director. The Director hereby authorizes his/her broker(s) to provide the Company, promptly at the Company's request, with any information concerning the Option Shares, now or previously in Director's account(s) with such broker(s), as the Company may request. The Director agrees that this authorization may not be revoked or modified in any manner except pursuant to a writing signed by both the Director and the Company.

12. Nonassignability. The Option shall not be assignable or transferable except by will or by the laws of descent and distribution in the event of the death of the Director. No transfer of the Option by the Director by will or by the laws of descent and distribution shall be effective to bind the Company unless the Company shall have been furnished with written notice thereof and a copy of the will and such other evidence as the Company may deem necessary to establish the validity of the transfer and the acceptance by the transferee or transferees of the terms and conditions of the Option.

13. Required Holding Period. This Option and any Common Stock acquired upon its exercise may not be sold, assigned or otherwise transferred prior to the six (6) month anniversary of the Grant Date.

14. Company Representations. The Company hereby represents and warrants to the Director that:

(a) the Company, by appropriate and all required action, is duly authorized to enter into this Agreement and consummate all of the transactions contemplated hereunder; and

(b) the Option Shares, when issued and delivered by the Company to the Director in accordance with the terms and conditions hereof, will be duly and validly issued and fully paid and non-assessable.

15. Director Representations. The Director hereby represents and warrants to the Company that:

(a) he or she is acquiring the Option and shall acquire the Option Shares for his or her own account and not with a view towards the distribution thereof;

(b) he or she has received a copy of all reports and documents required to be filed by the Company with the Commission pursuant to the Exchange Act within the last 24 months and all reports issued by the Company to its stockholders as of the date of this Agreement;

(c) he or she understands that he or she must bear the economic risk of the investment in the Option Shares, which cannot be sold by him or her unless they are registered under the Securities Act of 1933 (the "1933 Act") or an exemption therefrom is available thereunder and that the Company is under no obligation to register the Option Shares for sale under the 1933 Act;

(d) in his or her position with the Company, he or she has had both the opportunity to ask questions and receive answers from the officers and directors of the Company and all persons acting on its behalf concerning the terms and conditions of the offer made hereunder and to obtain any additional information to the extent the Company possesses or may possess such information or can acquire it without unreasonable effort or expense necessary to verify the accuracy of the information obtained pursuant to clause (b) above;

(e) he or she is aware that the Company shall place stop transfer orders with its transfer agent against the transfer of the Option Shares in the absence of registration under the 1933 Act or an exemption therefrom as provided herein; and

(f) The certificates evidencing the Option Shares may bear the following legends:

"The shares represented by this certificate have been acquired for investment and have not been registered under the Securities Act of 1933. The shares may not be sold or transferred in the absence of such registration or an exemption therefrom under said Act."

"The shares represented by this certificate have been acquired pursuant to a Stock Option Agreement, dated as of May 14, 2001, a copy of which is on file with the Company, and may not be transferred, pledged or disposed of except in accordance with the terms and conditions thereof."

16. Restriction on Transfer of Stock Option Agreement and Option Shares. Notwithstanding anything in this Agreement to the contrary, and in addition to the provisions of Section 12 of this Agreement, the Director hereby agrees that he or she shall not sell, transfer by any means or otherwise dispose of the Option Shares acquired by him or her without registration under the 1933 Act, or in the event that they are not so registered, unless (a) an exemption from the 1933 Act registration requirements is available thereunder, and (b) the Director has furnished the Company with notice of such proposed transfer and the Company's legal counsel, in its reasonable opinion, shall deem such proposed transfer to be so exempt.

17. Interpretation. Any dispute regarding the interpretation of this Agreement shall be submitted by the Director or the Company to the Committee for review. The resolution of such a dispute by the Board or Committee shall be final and binding on the Company and on the Director.

18. Miscellaneous.

18.1. Notices. All notices, requests, deliveries, payments, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be either delivered personally or by private courier (e.g., Federal Express), or sent by registered or certified mail, return receipt requested, postage prepaid, to the parties at their respective addresses set forth herein, or to such other address as either shall have specified by notice in writing to the other. Notice shall be deemed duly given hereunder when delivered in person or by private courier, or on the third (3rd) business day following deposit in the United States mail as set forth above.

18.2. [Intentionally omitted.]

18.3. Successors and Assigns. The Company may assign any of its rights under this Agreement. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Option Agreement shall be binding upon the Director and the Director's heirs, executors, administrators, legal representatives, successors and assigns.

18.4. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto and supersede all prior undertakings and agreements, oral or written, with respect to the subject matter hereof. The Agreement may not be contradicted by evidence of any prior or contemporaneous agreement. To the extent that the policies and procedures of the Company apply to the Director and are inconsistent with the terms of the Agreement, the provisions of the Agreement shall control.

18.5. Amendments; Waivers. The Agreement may not be modified, amended, or terminated except by an instrument in writing, signed by each of the parties (in the case of the Company, such instrument must be signed by the President or Chief Executive Officer of the Company to be effective). No failure to exercise and no delay in exercising any right, remedy, or power under the Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under the Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy, or power provided herein or by law or in equity. All rights and remedies, whether conferred by the Agreement, by any other instrument or by law, shall be cumulative, and may be exercised singularly or concurrently.

18.6. Severability; Enforcement. If any provision of this Agreement is held invalid, illegal or unenforceable in any respect (an "Impaired Provision"), (a) such Impaired Provision shall be interpreted in such a manner as to preserve, to the maximum extent possible, the intent of the parties, (b) the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and (c) such decision shall not affect the validity, legality or enforceability of such Impaired Provision under other circumstances. The parties agree to negotiate in good faith and agree upon a provision to substitute for the Impaired Provision in the circumstances in which the Impaired Provision is invalid, illegal or unenforceable.

18.7. Attorneys' Fees. In the event of any arbitration or litigation between the parties arising under or related to this Agreement (a "Covered Dispute"), the substantially prevailing party in the Covered Dispute (the "Prevailing Party") shall be entitled to receive from the other party the Prevailing Party's reasonable attorneys' fees and costs, including, without limitation, the cost at the hourly charges routinely charged therefor by the persons providing the services, reasonable fees and/or allocated costs of staff (in-house) counsel, and fees and expenses of experts retained by counsel in connection with such arbitration or litigation and with any and all appeals or petitions therefrom, in addition to any other relief to which the Prevailing Party may be entitled. A party to a Covered Dispute shall be the Prevailing Party in such Covered Dispute if the claims against such party are dismissed at any stage in the arbitration or litigation.

18.8. Governing Law; Jurisdiction. The Agreement shall be governed by and construed in accordance with the law of the State of New York, without reference to that body of law concerning choice of law or conflicts of law, except that the General Corporation Law of the State of Delaware ("GCL") shall apply to all matters governed by the GCL, including without limitation matters concerning the validity of grants of stock options and actions of the Company's board of directors or any committee thereof. The parties agree that, subject to the agreement to arbitrate disputes set forth in Section 18.12, the sole and exclusive judicial venues for any dispute, difference, cause of action or legal action of any kind that any party, or any officer, director, employee, agent or permitted successor or assign of any party may bring against any other party, or against any officer, director, employee, agent or permitted successor or assign of any party, related to this Agreement (a "Proceeding"), shall be (a) the United States District Court for the Southern District of New York, if such court has statutory jurisdiction over the Proceeding and (b) the Supreme Court of the State of New York in the County of New York (collectively,

the "New York Courts"). Each of the parties hereby expressly (i) consents to the personal jurisdiction of each of the New York Courts with respect to any Proceeding; (ii) agrees that service of process in any Proceeding may be effected upon such party in the manner set forth in Section 18.1 (as well as in any other manner prescribed by law); and (iii) waives any objection, whether on the grounds of venue, residence or domicile or on the ground that the Proceeding has been brought in an inconvenient forum, to any Proceeding brought in either of the New York Courts. Notwithstanding the foregoing, nothing in this paragraph alters the parties' agreement to arbitrate disputes as set forth in Section 18.12.

18.9. No Duty to Disclose. The Director acknowledges and agrees that, except for the information provided to the Director by the Company pursuant to Section 15(b) and 15(d) prior to execution of this Agreement, neither the Company nor any of the Company's officers, directors, shareholders, employees, agents or representatives has any duty or obligation to disclose to the Director any information whatsoever, including but not limited to information concerning the Company that might if made public affect the value of the Option Shares. Such information includes without limitation any information concerning the Company's actual or potential financial performance, actual or potential material contracts to which the Company is or may become a party, or actual or potential material transactions that involve or may involve the Company, including but not limited to plans to effect a merger or to acquire or dispose of a material amount of assets. The Director acknowledges and understands that he or she (a) might exercise his or her Option (or a portion thereof) prior to the public dissemination of such information, and that the value of the Option Shares may decrease after the public dissemination of such information, or (b) might exercise his or her Option (or a portion thereof) and sell, pledge or encumber the Option Shares (or a portion thereof) prior to the public dissemination of such information, and that the value of the Option Shares may increase after the public dissemination of such information; and the Director acknowledges and agrees that he or she will not bring or participate in any claim whatsoever against the Company or against any of the Company's officers, directors, shareholders, employees, agents or representatives related to the failure to have disclosed such information prior to the Director's exercise of the Option and/or sale, pledge or encumbrance of the Option Shares.

18.10. Rights of Third Parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective permitted successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

18.11 Headings. The Section headings used herein are for convenience only and do not define, limit or construe the content of such sections. All references in this Agreement to Section numbers refer to Sections of this Agreement, unless otherwise indicated.

18.12. Agreement to Arbitrate. The Director and the Company recognize that differences may arise between them during or following the Director's tenure as a director of the Company, and that those differences may or may not be related to the grant of the Option herein or to the Director's tenure as a director of the Company. The Director understands and agrees that by entering into this Agreement, the Director anticipates the benefits of a speedy, impartial dispute-resolution procedure of any such differences. As used in this Section 18.12 and its subparts, the "Company" shall also refer to all benefit plans, the benefit plans' sponsors, fiduciaries, administrators, affiliates, and all successors and assigns of any of them.

(a) Arbitrable Claims. (i) ALL DISPUTES BETWEEN THE DIRECTOR (AND HIS OR HER PERMITTED SUCCESSORS AND ASSIGNS) AND THE COMPANY (AND ITS AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, AGENTS AND PERMITTED SUCCESSORS AND ASSIGNS) RELATING IN ANY MANNER WHATSOEVER TO DIRECTOR'S TENURE AS A DIRECTOR OF THE COMPANY OR TO THE TERMINATION THEREOF, INCLUDING WITHOUT LIMITATION ALL DISPUTES ARISING UNDER THIS AGREEMENT (COLLECTIVELY, "ARBITRABLE CLAIMS") SHALL BE RESOLVED EXCLUSIVELY BY BINDING ARBITRATION. Arbitrable Claims shall include, but are not limited to, contract (express or implied) and tort claims of all kinds, as well as all claims based on any federal, state, or local law, statute, or regulation (including but not limited to claims alleging unlawful harassment or discrimination in violation of Title VII and/or Title IX of the U.S. Code, of the Age Discrimination in Employment Act, of the Americans with Disabilities Act, of state statute, or otherwise), excepting only claims under applicable workers' compensation law and unemployment insurance claims. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all Arbitrable Claims. Except as provided in Section 18.12(a)(ii), the Arbitrator (as defined below) shall decide whether a claim is an Arbitrable Claim. THE PARTIES HEREBY WAIVE ANY RIGHTS THAT THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRABLE CLAIMS.

(ii) NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, HOWEVER, THE COMPANY MAY ENFORCE IN COURT, WITHOUT PRIOR RESORT TO ARBITRATION, ANY CLAIM CONCERNING ACTUAL OR THREATENED UNFAIR COMPETITION AND/OR THE ACTUAL OR THREATENED USE AND/OR UNAUTHORIZED DISCLOSURE OF CONFIDENTIAL OR PROPRIETARY INFORMATION OF THE COMPANY. The court shall determine whether a claim concerns actual or threatened unfair competition and/or the actual or threatened use and/or unauthorized disclosure of confidential or proprietary information of the Company.

(b) Arbitration Procedure.

(i) American Arbitration Association Rules; Initiation of Arbitration; Location of Arbitration Arbitration of Arbitrable Claims shall be in accordance with the Employment Dispute Resolution Rules of the American Arbitration Association ("AAA Rules"), except as provided otherwise in this Agreement. Arbitration shall be initiated by providing written notice to the other party with a statement of the claim(s) asserted, the facts upon which the claim(s) are based, and the remedy sought. This notice shall be provided to the other party within six (6) months of the acts or omissions complained of. Any claim not initiated within this limitations period shall be null and void, and the Company and the Director waive all rights under statutes of limitation of different duration. The arbitration shall take place in New York, New York.

(ii) Selection of Arbitrator. All disputes involving Arbitrable Claims shall be decided by a single arbitrator (the "Arbitrator"), who shall be selected as follows. The American Arbitration Association ("AAA") shall give each party a list of eleven (11) arbitrators drawn from its panel of employment arbitrators (the "Name List"). Each party may strike up to six (6) names on the Name List it deems unacceptable, and shall notify the other party of the names it has stricken, within fourteen (14) calendar days of the date the AAA gave notice of the Name List. If only one common name on the Name List remains unstricken by the parties, that individual shall be designated as the Arbitrator. If more than one common name remains on the Name Lists unstricken by parties, Director shall strike one of the remaining names and notify the Company, within seven (7) calendar days of notification of the list of unstricken names. If, after Director strikes a name as set forth in the preceding sentence, there is still two or more unstricken names, the Company and the Director shall alternately strike names (with the Company having the next strike) and notify the other party of the stricken name within seven (7) calendar days, until only one remains. If no common name on the initial the Name List remains unstricken by the parties, the AAA shall furnish an additional list or lists, and the parties shall proceed as set forth above, until an Arbitrator is selected.

(iii) Conduct of the Arbitration.

(A) Discovery. To help prepare for the arbitration, the Director and the Company shall be entitled, at their own expense, to learn about the facts of a claim before the arbitration begins. Each party shall have the right to take the deposition of one (1) individual and any expert witness designated by another party. Each party also shall have the right to make requests for production of documents to any party. Additional discovery may be had only where the Arbitrator so orders, upon a showing of substantial need. At least thirty (30) days before the arbitration, the parties must exchange lists of witnesses, including any expert witnesses, and copies of all exhibits intended to be used at the arbitration.

(B) Authority. The Arbitrator shall have jurisdiction to hear and rule on pre-hearing disputes and is authorized to hold pre-hearing conferences by telephone or in person as the Arbitrator deems necessary. The Arbitrator shall have the authority to entertain a motion to dismiss and/or a motion for summary judgment by any party and shall apply the standards governing such motions under the Federal Rules of Civil Procedure. The Arbitrator shall apply the substantive law (and the law of remedies, if applicable) of the state in which the claim arose, or federal law, or both, as applicable to the claim(s) asserted. The Arbitrator shall have the authority to award equitable relief, damages, costs and fees as provided by the law for the particular claim(s) asserted. The arbitrator shall not have the power to award remedies or relief that a New York court could not have awarded. The Federal Rules of Evidence shall apply. The burden of proof shall be allocated as provided by applicable law. Except as provided in Section 18(a)(ii), the Arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of the Agreement, including but not limited to any claim that all or any part of any of the Agreement is void or voidable and any assertion that a dispute between the Director and the Company is not an Arbitrable Claim. The arbitration shall be final and binding upon the parties.

(C) Costs. Either party, at its expense, may arrange for and pay the cost of a court reporter to provide a stenographic record of the proceedings. If the Arbitrator orders a stenographic record, the parties shall split the cost. Except as otherwise provided in this Section 18.12 and in Section 18.7, the Director and the Company shall equally share the fees and costs of the arbitration and the Arbitrator.

(c) Confidentiality. All proceedings and documents prepared in connection with any Arbitrable Claim shall be confidential and, unless otherwise required by law, the subject matter thereof shall not be disclosed to any person other than the parties to the proceeding, their counsel, witnesses and experts, the Arbitrator, and, if involved, the court and court staff. All documents filed with the Arbitrator or with a court shall be filed under seal. The parties shall stipulate to all arbitration and court orders necessary to effectuate fully the provisions of this subparagraph concerning confidentiality.

(d) Enforceability. Either party may bring an action in any court of competent jurisdiction to compel arbitration under this Agreement and to enforce an arbitration award. Except as provided above, neither party shall initiate or prosecute any lawsuit or administrative action in any way related to any Arbitrable Claim. The Federal Arbitration Act shall govern the interpretation and enforcement of this Section 18.12.

INDIVIDUAL INVESTOR GROUP, INC.
125 Broad Street, 14th Floor
New York, New York 10004

By: _____
Jonathan L. Steinberg
Chief Executive Officer

Acceptance

The Director hereby acknowledges: I have received a copy of this Agreement; I have had the opportunity to consult legal counsel in regard to this Agreement, and have availed myself of that opportunity to the extent I wish to do so (I understand the Company's attorneys represent the Company and not myself, and I have not relied on any advice from the Company's attorneys); I have read and understand this Agreement; I AM FULLY AWARE OF LEGAL EFFECT OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE EFFECT OF SECTION 18.12 HEREOF CONCERNING ARBITRATION; and I have entered into this Agreement freely and voluntarily and based on my own judgment and not on any representations or promises other than those contained in this Agreement. The Director accepts this Option subject to all the terms and conditions of this Agreement.

The Director acknowledges that there may be adverse tax consequences upon exercise of this Option or disposition of the Option Shares and that the Director should consult a tax adviser prior to such exercise or disposition.

As of July 30, 2003

Date

E. Drake Mosier

Signature_____

EXHIBIT A

FORM OF NOTICE OF EXERCISE OF OPTION

DATE

Individual Investor Group, Inc.
125 Broad Street, 14th Floor
New York, New York 10004

Attention: Stock Option Committee of the Board of Directors

Re: Purchase of Option Shares

Gentlemen:

In accordance with my Stock Option Agreement dated as of July 30, 2003 ("Agreement") with Individual Investor Group, Inc. (the "Company"), I hereby irrevocably elect to exercise the right to purchase _____ shares of the Company's common stock, par value $.01 per share ("Common Stock"), which are being purchased for investment and not for resale.

As payment for my shares, enclosed is (check and complete applicable box[es]):

( ) a [personal check] [certified check] [bank check]
payable to the order of "Individual Investor Group, Inc." in the sum of $_____;

( ) confirmation of wire transfer in the amount of $_____; and/or

( ) certificate for _____ shares of the Company's Common Stock, free and clear of any encumbrances, duly endorsed, having a Fair Market Value (as defined in Section 5.2) of $_____.

I hereby represent, warrant to, and agree with, the Company that:

(i) I have acquired the Option and shall acquire the Option Shares for my own account and not with a view towards the distribution thereof;

(ii) I have received a copy of all reports and documents required to be filed by the Company with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended, within the last twenty-four (24) months and all reports issued by the Company to its stockholders;

(iii) I understand that I must bear the economic risk of the investment in the Option Shares, which cannot be sold by me unless they are registered under the Securities Act of 1933 (the "1933 Act") or an exemption therefrom is available thereunder and that the Company is under no obligation to register the Option Shares for sale under the 1933 Act;

(iv) in my position with the Company, I have had both the opportunity to ask questions and receive answers from the officers and directors of the Company and all persons acting on its behalf concerning the terms and conditions of the offer made hereunder and to obtain any additional information to the extent the Company possesses or may possess such information or can acquire it without unreasonable effort or expense necessary to verify the accuracy of the information obtained pursuant to clause (ii) above;

(v) I am aware that the Company shall place stop transfer orders with its transfer agent against the transfer of the Option Shares in the absence of registration under the 1933 Act or an exemption therefrom as provided herein;

(vi) my rights with respect to the Option Shares shall, in all respects, be subject to the terms and conditions of this Agreement; and

(vii) the certificates evidencing the Option Shares may bear the following legends:

"The shares represented by this certificate have been acquired for investment and have not been registered under the Securities Act of 1933. The shares may not be sold or transferred in the absence of such registration or an exemption therefrom under said Act."

"The shares represented by this certificate have been acquired pursuant to a Stock Option Agreement, dated as of July 30, 2003, a copy of which is on file with the Company, and may not be transferred, pledged or disposed of except in accordance with the terms and conditions thereof."

Kindly forward to me my certificate at your earliest convenience.

Very truly yours,

(Signature)	(Address)
(Print Name)	(Address)
	(Social Security Number)

Schedule of Stock Option Agreements identical to Exhibit 99.15 including schedule of material differences

Stock Option Agreement between Registrant and Jeremy Siegel dated as of November 10, 2004. This agreement is identical in form to Exhibit 99.15 except that the optionholder under this agreement is Jeremy Siegel.

Schedule of Stock Option Agreements identical to Exhibit 99.14 including schedule of material differences

Stock Option Agreement between Registrant and Jeremy Rayne Steinberg dated as of March 17, 2004. This agreement is identical in form to Exhibit 99.14 except (i) that the optionholder under this agreement is Jeremy Rayne Steinberg and the number of shares subject to the option is 500,000 and (ii) the right to purchase 50,000 of the Option Shares shall be exercisable on or after March 17, 2005, (ii) the right to purchase an additional 50,000 of the Option Shares shall be exercisable on or after March 17, 2006, (iii) the right to purchase an additional 50,000 of the Option Shares shall be exercisable on or after March 17, 2007, (iv) the right to purchase an additional 50,000 of the Option Shares shall be exercisable on or after March 17, 2008, and (v) the right to purchase an additional 50,000 of the Option Shares shall be exercisable on or after March 17, 2009. In addition, the right to purchase an additional 250,0000 of the Option Shares shall be conditioned upon and subject to the Company achieving net income of at least $1.00 (determined in accordance with generally accepted accounting principles, consistently applied) in two consecutive fiscal quarters. If the Company in the future shall become required to file periodic reports with the Securities and Exchange Commission, then the date of the filing by the Company of a periodic report (e.g., a Quarterly Report on Form 10-Q or 10-QSB) that discloses this achievement shall be the date that these additional 250,000 shares shall become exercisable. After a portion of the Option becomes exercisable, such portion shall remain exercisable, except as otherwise provided herein, until the close of business on March 16, 2014 (“Exercise Period”).

Exhibit 99.19

Form for Executive Officers Outside of any Equity Plan (with Change of Control)

STOCK OPTION AGREEMENT

STOCK OPTION AGREEMENT (the "Agreement"), effective as of the Grant Date (as defined below), by and between WisdomTree Investments, Inc., a Delaware corporation (the "Company"), and the employee of WisdomTree Asset Management, Inc. ("WTAM"), a wholly-owned subsidiary of the Company, whose name is set forth on the signature page of this Agreement (the "Employee").

WHEREAS, effective as of the Grant Date set forth on Schedule A included on the signature page of this Agreement (the "Grant Date"), the Board of Directors of the Company (the "Board") or the Compensation Committee of the Board (the "Committee") authorized the grant to the Employee of an option (the "Option") to purchase an aggregate of number of shares of the authorized but unissued common stock, $.01 par value, of the Company ("Common Stock") as set forth on Schedule A, outside of any of the Company's existing equity plans and pursuant to the terms but pursuant to the terms and conditions set forth in this Agreement, and conditioned upon the Employee's acceptance of the grant of the Option upon the terms and conditions set forth in this Agreement; and

WHEREAS, the Employee desires to acquire the Option upon the terms and conditions set forth in this Agreement;

IT IS AGREED:

1. Grant of Stock Option. The Company hereby grants the Employee the Option to purchase all or any part of an aggregate number of shares of Common Stock as set forth on Schedule A ("Option Shares") on the terms and conditions set forth herein. Although the Option has been granted outside of any of the Company's existing equity plans, as between the Company and the Employee, the Option in all respects shall be treated and this Agreement shall be construed and interpreted as if the Option were granted pursuant to the terms and conditions of the Company 2005 Performance Equity Plan (the "Plan"). Reference is hereby made to the provisions of Section 15.2 herein.

2. Non-Qualified Stock Option. The Option represented hereby is not intended to be an Option which qualifies as an "Incentive Stock Option" under Section 422 of the Internal Revenue Code of 1986, as amended.

3. Exercise Price. The exercise price per share of the Option is as set forth on Schedule A, subject to adjustment as hereinafter provided. The exercise price is at least 100% of the Fair Market Value (as defined in the Plan) of the Company's Common Stock on the Grant Date.

4. Exercisability. This Option shall be exercisable, subject to the terms and conditions of this Agreement, as set forth on Schedule A. After a portion of the Option becomes exercisable, such portion shall remain exercisable, except as otherwise provided herein, until the close of business on the day immediately preceding the tenth anniversary of the Grant Date ("Exercise Period"). Notwithstanding the forgoing vesting provisions of this Section 4, in the event of a "change of control" (as defined below) while the Employee is employed by WTAM, the vesting of this Option shall accelerate and all the Option Shares shall be purchasable by Employee simultaneous with such change of control. For the purposes of this Agreement, a change of control shall mean (i) the acquisition by any "person" (as defined in Section 3(a)(9) and 13(d) of the Securities Exchange Act of 1934, as amended ("Exchange Act")), other than a stockholder of the Company that, as of the close of business on the date of this Agreement, is the

beneficial owner (as defined in Rule 13d-3 promulgated under the Exchange Act) of 10% or more of the outstanding voting securities of the Company, of more than 50% of the combined voting power of the then outstanding voting securities of the Company or (ii) the sale by the Company of all, or substantially all, of the assets of the Company to one or more purchasers, in one or a series of related transactions, where the transaction or transactions require approval pursuant to Delaware law by the stockholders of the Company.

5. Effect of Termination of Employment.

5.1 Termination Due to Death. If Employee's employment by WTAM terminates by reason of death, the portion of the Option, if any, that was exercisable as of the date of death may thereafter be exercised by the legal representative of the estate or by the legatee of the Employee under the will of the Employee for a period of one (1) year from the date of such death or until the expiration of the Exercise Period, whichever period is shorter. The portion of the Option, if any, which was not exercisable as of the date of death, shall immediately expire upon death.

5.2 Termination Due to Disability. If Employee's employment by WTAM terminates by reason of Disability, the portion of the Option, if any, that was exercisable as of the date of termination of employment may thereafter be exercised by Employee for a period of one (1) year from the date of termination of employment or until the expiration of the Exercise Period, whichever period is shorter. The portion of the Option, if any, which was not exercisable as of the date of such termination of employment, shall immediately expire on the date of such termination of employment.

5.3 Other Termination.

(a) Termination by WTAM.

(i) Without Cause. Subject to Sections 5.1 and 5.2, if Employee's employment is terminated by WTAM for any reason other than for Cause, then the portion of the Option, if any, that was exercisable as of the date of termination of employment, as well as any portion that would have otherwise vested during the one (1) year period immediately following the date of termination of employment, may thereafter be exercised by the Employee for a period of three (3) years from the date of termination of employment or until the expiration of the Exercise Period, whichever is shorter. The portion of the Option, if any, that was not exercisable as of the date of such termination of employment and which would not have otherwise vested during the one (1) year period immediately following the date of termination of employment, shall immediately expire on the date of such termination of employment.

(ii) For Cause. If the Employee's employment is terminated by WTAM for Cause, (i) this Option, whether or not exercisable, shall immediately expire and (ii) the Company may require the Employee to return to the Company the economic value of any Option Shares purchased hereunder by the Employee within the six (6) month period prior to the date of such termination of employment. In such event, the Employee hereby agrees to remit to the Company, in cash, an amount equal to the difference between the Fair Market Value of the Option Shares on the date of such termination of employment (or the sales price of such shares if the Option Shares were sold during such six (6) month period) and the Exercise Price of such shares.

(b) Termination by Employee.

(i) For "good reason". If Employee's employment by WTAM is terminated by Employee for "good reason" (as defined in the then effective employment agreement between the Employee and WTAM), then the portion of the Option, if any, that was exercisable as of the date of termination of employment, as well as any portion that would have otherwise vested during the one (1) year period immediately following the date of termination of employment, may thereafter be exercised by the Employee for a period of three (3) years from the date of termination of employment or until the expiration of the Exercise Period, whichever is shorter. The portion of the Option, if any, that was not exercisable as of the date of such termination of employment and which would not have otherwise vested during the one (1) year period immediately following the date of termination of employment, shall immediately expire on the date of such termination of employment.

(ii) For other then 'good reason". If Employee's employment by WTAM is terminated by Employee for any reason other than "good reason" (as defined in the then effective employment agreement between the Employee and WTAM), then the portion of the Option, if any, that was exercisable as of the date of termination of employment may thereafter be exercised by the Employee until ninety (90) days from the date of termination of employment or until the expiration of the Exercise Period, whichever is shorter. The portion of the Option, if any, which was not exercisable as of the date of such termination of employment, shall immediately expire on the date of such termination of employment.

5.4 "Employment". The Employee shall be considered to be employed by WTAM pursuant to this Section 5 if the Employee is an officer, director or full-time employee of the WTAM (or of the Company or any parent, subsidiary or affiliate of the Company) or if the Committee (or the Board in the absence of a decision by the Committee or in over-riding the decision of the Committee) determines in its sole and absolute discretion that the Employee is rendering substantial services to the Company as a part-time employee, consultant or contractor of the Company (or of any parent, subsidiary or affiliate of the Company, including WTAM). The Committee (or the Board in the absence of a decision by the Committee or in over-riding the decision of the Committee) shall have the sole and absolute discretion to determine whether the Employee has ceased to be employed by the WTAM and the effective date on which such employment terminated.

5.5 No Right to Employment. Nothing in this Agreement shall confer on the Employee any right to continue in the employ of, or other relationship with, WTAM or the Company (or with any parent, subsidiary or affiliate of the Company) or limit in any way the right of WTAM or the Company (or of any parent, subsidiary or affiliate of the Company) to terminate the Employee's employment or other relationship with WTAM or the Company (or with any parent, subsidiary or affiliate of the Company) at any time, with or without cause.

6. Withholding Tax. Not later than the date as of which an amount first becomes includible in the gross income of the Employee for Federal income tax purposes with respect to the Option, the Employee shall pay to WTAM, or make arrangements satisfactory to WTAM regarding the payment of, any Federal, state and local taxes of any kind required by law to be withheld or paid with respect to such amount. Notwithstanding anything in this Agreement to the contrary, the obligations of the Company under the Plan and pursuant to this Agreement shall be conditional upon such payment or arrangements with WTAM and WTAM shall, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to the Employee from WTAM.

7. Adjustments. In the event of any merger, reorganization, consolidation, dividend (other than cash dividend), stock split, reverse stock split, or similar change in corporate structure affecting the number of issued shares of Common Stock, the Company shall proportionally adjust the number and kind of Option Shares and the exercise price of the Option in order to prevent the dilution or enlargement of the Employee's proportionate interest in the Company and Employee's rights hereunder, provided that the number of Option Shares shall always be a whole number.

8. Method of Exercise.

8.1 Notice to the Company. The Option shall be exercised in whole or in part by written notice in substantially the form attached hereto as Exhibit A directed to the Company at its principal place of business accompanied by full payment as hereinafter provided of the exercise price for the number of Option Shares specified in the notice.

8.2 Delivery of Option Shares. The Company shall deliver a certificate for the Option Shares to the Employee (or, in the discretion of the Company, arrange for electronic credit of the Option Shares to an account maintained by Employee at a brokerage firm designated by the Employee) as soon as practicable after payment therefor.

8.3 Payment of Purchase Price. The Employee shall make payment for the Option Shares by any one or more of the following methods set forth in this Section 8.3.

8.3.1 Cash Payment. The Employee shall make cash payments by wire transfer, certified check or bank check, in each case payable to the order of the Company; the Company shall not be required to deliver certificates for Option Shares until the Company has confirmed the receipt of good and available funds in payment of the purchase price thereof.

8.3.2 Payment through Bank or Broker. The Employee may make arrangements satisfactory to the Company with a bank or a broker who is member of a national securities exchange or of the National Association of Securities Dealers, Inc. to either (a) sell on the exercise date a sufficient number of the Option Shares being purchased so that the net proceeds of the sale transaction will at least equal the Exercise Price multiplied by the number of Option Shares being purchased pursuant to such exercise, plus the amount of any applicable withholding taxes and pursuant to which the bank or broker undertakes irrevocably to deliver the full Exercise Price multiplied by the number of Option Shares being purchased pursuant to such exercise, plus the amount of any applicable withholding taxes to the Company on a date satisfactory to the Company, but no later than the date on which the sale transaction would settle in the ordinary course of business or (b) obtain a "margin commitment" from the bank or broker pursuant to which the bank or broker undertakes irrevocably to deliver the full Exercise Price multiplied by the number of Option Shares being purchased pursuant to such exercise, plus the amount of any applicable withholding taxes to the Company, immediately upon receipt of the Option Shares.

8.3.3 Cashless Payment.

(a) The Employee may, in his or her sole discretion, use shares of Common Stock of the Company that were owned by the Employee for more than six (6) months (and which have been paid for within the meaning of Rule 144 promulgated by the Securities and Exchange Commission ("Commission") and, if such shares were purchased from the Company by use of a promissory note, such note has been fully paid with respect to such shares), or that were obtained by the Employee in the open public market, to pay the purchase price for the Option Shares by delivery of one or more stock certificates in negotiable form which are effective to transfer good and valid title thereto to the Company, free of any liens or encumbrances. Shares of Common Stock used for this purpose shall be valued at Fair Market Value on the date of exercise.

(b) If, at the time the Employee desires to exercise all or a part of the Option, the Option Shares have not been registered under the Securities Act of 1933, as amended ("1933 Act"), and under the Securities Exchange Act of 1934, as amended ("Exchange Act"), then, at the election of the Employee, the Exercise Price for any or all of the Option Shares to be acquired may be paid by the surrender of any unexercised portion of the Option having a "value" equal to the Exercise Price multiplied by the number of Option Shares to be purchased. The "value" of a surrendered portion of the Option means, as of the exercise date, an amount equal to the excess of the total Fair Market Value of the shares of Common Stock underlying the surrendered portion of the Option over the total Exercise Price of such shares of Common Stock underlying the surrendered portion of the Option.

8.3.4 Exchange Act Compliance. Notwithstanding the foregoing, the Company shall have the right to reject payment in the form of Common Stock if in the opinion of counsel for the Company, (i) it could result in an event of "recapture" under Section 16(b) of the Exchange Act; or (ii) such shares of Common Stock may not be sold or transferred to the Company.

9. Market Standoff Agreement. The Employee agrees that, in connection with the first firm commitment underwritten public offering of the Company's securities after November 10, 2004 that raises at least $15,000,000 in gross proceeds, upon the request of the Company or the underwriters managing any public offering of the Company's securities, the Employee will not sell or otherwise dispose of any Option Shares (including without limitation sale of Option Shares in connection with the exercise method set forth in Section 8.3.2, but expressly excluding the use of Common Stock in connection with the exercise method set forth in Section 8.3.3.) or any other securities of the Company without the prior written consent of the Company or such underwriters, as the case may be, for such period of time from the effective date of such registration, not exceeding one hundred eighty (180) days, as the Company or the underwriters may specify for the Company's employee stockholders generally; provided, that all executive officers, directors and holders of more than 5% of the Company's then outstanding capital stock agree to the same restriction. The Employee understands and agrees that, in order to ensure compliance with the market standoff agreement, the Company may issue appropriate "stop-transfer" instructions to its transfer agent.

10. Notice of Disqualifying Disposition of Incentive Stock Option Shares. If the Option granted to the Employee herein is an Incentive Stock Option, and if the Employee sells or otherwise disposes of any of the Option Shares acquired pursuant to a whole or partial exercise the Option prior to the later of (a) the second anniversary of the Grant Date, or (b) the first anniversary of the date of exercise of such Option Shares, the Employee shall immediately notify the Company in writing of such sale or disposition. The Employee acknowledges and agrees that the Employee may be subject to income and other tax withholding by the Company on the compensation income recognized by the Employee from any such sale or disposition. The Employee hereby authorizes his/her broker(s) to provide the Company, promptly at the Company's request, with any information concerning the Option Shares, now or previously in Employee's account(s) with such broker(s), as the Company may request. The Employee agrees that this authorization may not be revoked or modified in any manner except pursuant to a writing signed by both the Employee and the Company.

11. Nonassignability. The Option shall not be assignable or transferable except by will or by the laws of descent and distribution in the event of the death of the Employee. Notwithstanding the foregoing, the Employee, with the approval of the Committee, may transfer the Option (i) (A) by gift, for no consideration, or (B) pursuant to a domestic relations order, in either case, to or for the benefit of the Employee's Immediate Family (as defined in the Plan), or (ii) to an entity in which the Employee and/or members of the Employee's Immediate Family own more than fifty percent of the voting interest, in exchange for an interest in that entity, provided that such transfer is being made for estate, tax and/or personal planning purposes and will not have adverse tax consequences to the Company and subject to such limits as the Committee may establish and the execution of such documents as the Committee may require. In such event, the transferee shall remain subject to all the terms and conditions applicable to the Option prior to such transfer.

12. Company Representations. The Company hereby represents and warrants to the Employee that:

(a) the Company, by appropriate and all required action, is duly authorized to enter into this Agreement and consummate all of the transactions contemplated hereunder; and

(b) the Option Shares, when issued and delivered by the Company to the Employee in accordance with the terms and conditions hereof, will be duly and validly issued and fully paid and non-assessable.

13. Employee Representations. The Employee hereby represents and warrants to the Company that:

(a) he or she is acquiring the Option and shall acquire the Option Shares for his or her own account and not with a view towards the distribution thereof;

(b) the Company has made available to his or her a copy of the Company's current information made available to the public pursuant to Commission Rule 15c2-11, and a copy of the Plan in effect as of the Grant Date;

(c) he or she understands that he or she must bear the economic risk of the investment in the Option Shares, which cannot be sold by him or her unless they are registered under the 1933 Act or an exemption therefrom is available thereunder and that the Company is under no obligation to register the Option Shares for sale under the 1933 Act;

(d) in his or her position with the Company, he or she has had both the opportunity to ask questions and receive answers from the officers and directors of the Company and all persons acting on its behalf concerning the terms and conditions of the offer made hereunder and to obtain any additional information to the extent the Company possesses or may possess such information or can acquire it without unreasonable effort or expense necessary to verify the accuracy of the information obtained pursuant to clause (b) above;

(e) he or she is aware that the Company shall place stop transfer orders with its transfer agent against the transfer of the Option Shares in the absence of registration under the 1933 Act or an exemption therefrom as provided herein; and

(f) he or she understands and agrees that the certificates evidencing the Option Shares may bear the following legends:

"The shares represented by this certificate have not been registered under the Securities Act of 1933, as amended (the "Act") and may not be sold, pledged, hypothecated or otherwise transferred in the absence of an effective registration statement or an exemption therefrom under the Act."

"The shares represented by this certificate have been acquired pursuant to a Stock Option Agreement between the Company and the holder, a copy of which is on file with the Company, and may not be transferred, pledged or disposed of except in accordance with the terms and conditions thereof."

14. Restriction on Transfer of Stock Option Agreement and Option Shares. Notwithstanding anything in this Agreement to the contrary, and in addition to the provisions of Sections 9 and 11 of this Agreement, the Employee hereby agrees that he or she shall not sell, transfer by any means or otherwise dispose of the Option Shares acquired by him or her without registration under the 1933 Act, or in the event that they are not so registered, unless (a) an exemption from the 1933 Act registration requirements is available thereunder, and (b) the Employee has furnished the Company with notice of such proposed transfer and the Company's legal counsel, in its reasonable opinion, shall deem such proposed transfer to be so exempt.

15. Miscellaneous.

15.1 Notices. All notices, requests, deliveries, payments, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be either delivered personally or by private courier (e.g., Federal Express), or sent by registered or certified mail, return receipt requested, postage prepaid, to the Company and WTAM at their principal executive offices and to the Employee at his or her last known residence address as indicated in the employment records of the Company or WTAM as the case may be, or to such other address as either shall have specified by notice in writing to the others. Notice shall be deemed duly given hereunder when delivered in person or by private courier, or on the third business day following deposit in the United States mail as set forth above.

15.2 Plan Paramount; Conflicts with Plan. Notwithstanding that the Option has been granted outside of any of the Company's equity Plans, as between the Company and the Employee, the Option in all respects shall be treated and this Agreement shall be construed and interpreted as if the Option were granted pursuant to the terms and conditions of the Plan. In the event of a conflict between the provision of the Plan and the provisions of this Agreement, the provisions of the Plan shall in all respects be controlling. The forgoing provisions of this Section 15.2 shall not be deemed to mean that the Option is invalid in anyway because at the time of the grant of the Option there were insufficient shares available for grant under the Plan.

15.3 Amendments; Waivers. This Agreement may not be modified, amended, or terminated except by an instrument in writing, signed by each of the parties. No failure to exercise and no delay in exercising any right, remedy, or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy, or power provided herein or by law or in equity. All rights and remedies, whether conferred by this Agreement, by any other instrument or by law, shall be cumulative, and may be exercised singularly or concurrently.

15.4 Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior undertakings and agreements, oral or written, with respect to the subject matter hereof. This Agreement may not be contradicted by evidence of any prior or contemporaneous agreement. To the extent that the policies and procedures of WTAM or the Company apply to the Employee and are inconsistent with the terms of the Agreement, the provisions of this Agreement shall control.

15.5 Binding Effect; Successors. This Agreement shall inure to the benefit of and be binding upon the parties hereto and, to the extent not prohibited herein, their respective heirs, successors, assigns and representatives.

15.6 Severability; Enforcement. If any provision of this Agreement is held invalid, illegal or unenforceable in any respect (an "Impaired Provision"), (a) such Impaired Provision shall be interpreted in such a manner as to preserve, to the maximum extent possible, the intent of the parties, (b) the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and (c) such decision shall not affect the validity, legality or enforceability of such Impaired Provision under other circumstances. The parties agree to negotiate in good faith and agree upon a provision to substitute for the Impaired Provision in the circumstances in which the Impaired Provision is invalid, illegal or unenforceable.

15.7 Rights of Third Parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective permitted successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

15.8 Headings. The Section headings used herein are for convenience only and do not define, limit or construe the content of such sections. All references in this Agreement to Section numbers refer to Sections of this Agreement, unless otherwise indicated.

15.9 No Duty to Disclose. The Employee acknowledges and agrees that, except for the information provided to the Employee by the Company pursuant to Sections 13(b) and 13(d) prior to execution of this Agreement, neither the Company nor any of the Company's officers, directors, shareholders, employees, agents or representatives has any duty or obligation to disclose to the Employee any information whatsoever, including but not limited to information concerning the Company that might if made public affect the value of the Option Shares. Such information includes without limitation any information concerning the Company's actual or potential financial performance, actual or potential material contracts to which the Company is or may become a party, or actual or potential material transactions that involve or may involve the Company, including but not limited to Plan to effect a merger or to acquire or dispose of a material amount of assets. The Employee acknowledges and understands that he or she (a) might exercise his or her Option (or a portion thereof) prior to the public dissemination of such information, and that the value of the Option Shares may decrease after the public dissemination of such information, or (b) might exercise his or her Option (or a portion thereof) and sell, pledge or encumber the Option Shares (or a portion thereof) prior to the public dissemination of such information, and that the value of the Option Shares may increase after the public dissemination of such information; and the Employee acknowledges and agrees that he or she will not bring or participate in any claim whatsoever against the Company or against any of the Company's officers, directors, shareholders, employees, agents or representatives related to the failure to have disclosed such information prior to the Employee's exercise of the Option and/or sale, pledge or encumbrance of the Option Shares.

15.10 Agreement to Arbitrate. The Employee, the Company and WTAM recognize that differences may arise between them during or following the Employee's employment by WTAM, and that those differences may or may not be related to the grant of the Option herein or to the Employee's employment. The Employee understands and agrees that by entering into this Agreement, the Employee anticipates the benefits of a speedy, impartial dispute-resolution procedure of any such differences. As used in this Section 15.10 and its subparts, the "Company" shall refer to the Company and to WTAM and all successors and assigns of either of them.

(a) Arbitrable Claims. (i) ALL DISPUTES BETWEEN THE EMPLOYEE (AND HIS OR HER PERMITTED SUCCESSORS AND ASSIGNS) AND THE COMPANY (AND ITS AFFILIATES, STOCKHOLDERS, DIRECTORS, OFFICERS, AGENTS AND PERMITTED SUCCESSORS AND ASSIGNS) RELATING IN ANY MANNER WHATSOEVER TO EMPLOYEE'S EMPLOYMENT BY THE COMPANY OR WTAM, AS THE CASE MAY BE, OR TO THE TERMINATION THEREOF, INCLUDING WITHOUT LIMITATION ALL DISPUTES ARISING UNDER THIS AGREEMENT (COLLECTIVELY, "ARBITRABLE CLAIMS"), SHALL BE RESOLVED EXCLUSIVELY BY BINDING ARBITRATION. Arbitrable Claims shall include, but are not limited to, contract (express or implied) and tort claims of all kinds, as well as all claims based on any federal, state, or local law, statute, or regulation (including but not limited to claims alleging unlawful harassment or discrimination in violation of Title VII and/or Title IX of the U.S. Code, of the Age Discrimination in Employment Act, of the Americans with Disabilities Act, of state statute, or otherwise), excepting only claims under applicable workers' compensation law and unemployment insurance claims. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all Arbitrable Claims. Except as provided in Section 15.10(a)(ii), the Arbitrator (as defined below) shall decide whether a claim is an Arbitrable Claim. THE COMPANY AND THE EMPLOYEE HEREBY WAIVE ANY RIGHTS THAT THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRABLE CLAIMS.

(ii) Notwithstanding anything herein to the contrary, the Company may enforce in court, without prior resort to arbitration, any claim concerning actual or threatened unfair competition and/or the actual or threatened use and/or unauthorized disclosure of confidential or proprietary information of the Company and/or to enforce any restrictive covenant contained in the then effective employment agreement between WTAM and the Employee. The court shall determine whether a claim concerns actual or threatened unfair competition and/or the actual or threatened use and/or unauthorized disclosure of confidential or proprietary information of the Company and/or the enforcement of any restrictive covenant contained in the then effective employment agreement between WTAM and the Employee.

(b) Arbitration Procedure.

(i) American Arbitration Association Rules; Initiation of Arbitration; Location of Arbitration. Arbitration of Arbitrable Claims shall be in accordance with the Employment Dispute Resolution Rules of the American Arbitration Association ("AAA Rules"), except as provided otherwise in this Agreement. Arbitration shall be initiated by providing written notice to the other party with a statement of the claim(s) asserted, the facts upon which the claim(s) are based, and the remedy sought. This notice shall be provided to the other party within six (6) months of the acts or omissions complained of. Any claim not initiated within this limitations period shall be null and void, and the Company and the Employee waive all rights under statutes of limitation of different duration. The arbitration shall take place in New York, New York.

(ii) Selection of Arbitrator. All disputes involving Arbitrable Claims shall be decided by a single arbitrator (the "Arbitrator"), who shall be selected as follows. The American Arbitration Association ("AAA") shall give each party a list of eleven (11) arbitrators drawn from its panel of employment arbitrators (the "Name List"). Each party may strike up to six (6) names on the Name List it deems unacceptable, and shall notify the other party of the names it has stricken, within fourteen (14) calendar days of the date the AAA gave notice of the Name List. If only one common name on the Name List remains unstricken by the parties, that individual shall be designated as the Arbitrator. If more than one common name remains on the Name List unstricken by parties, Employee shall strike one of the remaining names and notify the Company, within seven (7) calendar days of notification of the list of unstricken names. If, after Employee strikes a name as set forth in the preceding sentence, there is still two or more unstricken names, the Company and the Employee shall alternately strike names (with the Company having the next strike) and notify the other party of the stricken name within seven (7) calendar days, until only one remains. If no common name on the initial Name List remains unstricken by the parties, the AAA shall furnish an additional list or lists, and the parties shall proceed as set forth above, until an Arbitrator is selected.

(iii) Conduct of the Arbitration.

(A) Discovery. To help prepare for the arbitration, the Employee and the Company shall be entitled, at their own expense, to learn about the facts of a claim before the arbitration begins. Each party shall have the right to take the deposition of one (1) individual and any expert witness designated by another party. Each party also shall have the right to make requests for production of documents to any party. Additional discovery may be had only where the Arbitrator so orders, upon a showing of substantial need. At least thirty (30) days before the arbitration, the parties must exchange lists of witnesses, including any expert witnesses, and copies of all exhibits intended to be used at the arbitration.

(B) Authority. The Arbitrator shall have jurisdiction to hear and rule on pre-hearing disputes and is authorized to hold pre-hearing conferences by telephone or in person as the Arbitrator deems necessary. The Arbitrator shall have the authority to entertain a motion to dismiss and/or a motion for summary judgment by any party and shall apply the standards governing such motions under the Federal Rules of Civil Procedure. The Arbitrator shall apply the substantive law (and the law of remedies, if applicable) of the state in which the claim arose, or federal law, or both, as applicable to the claim(s) asserted. The Arbitrator shall have the authority to award equitable relief, damages, costs and fees as provided by the law for the particular claim(s) asserted. The arbitrator shall not have the power to award remedies or relief that a New York court could not have awarded. The Federal Rules of Evidence shall apply. The burden of proof shall be allocated as provided by applicable law. Except as provided in Section 15.10(a)(ii), the Arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of the Agreement, including but not limited to any claim that all or any part of any of the Agreement is void or voidable and any assertion that a dispute between the Employee and the Company is not an Arbitrable Claim. The arbitration shall be final and binding upon the parties.

(C) Costs. Either party, at its expense, may arrange for and pay the cost of a court reporter to provide a stenographic record of the proceedings. If the Arbitrator orders a stenographic record, the parties shall split the cost. Except as otherwise provided in this Section 15.10, the Employee and the Company shall equally share the fees and costs of the arbitration and the Arbitrator. The reference to "the fees and costs of the arbitration and the Arbitrator" in the preceding sentence is not intended to included the fees and expense of either party's legal counsel or other advisors, but merely the fees and costs imposed on the parties by the AAA in connection with an arbitration conducted under the auspices of the AAA.

(c) Confidentiality. All proceedings and documents prepared in connection with any Arbitrable Claim shall be confidential and, unless otherwise required by law, the subject matter thereof shall not be disclosed to any person other than the parties to the proceeding, their counsel, witnesses and experts, the Arbitrator, and, if involved, the court and court staff. All documents filed with the Arbitrator or with a court shall be filed under seal. The parties shall stipulate to all arbitration and court orders necessary to effectuate fully the provisions of this subparagraph concerning confidentiality.

(d) Enforceability. Either party may bring an action in any court of competent jurisdiction to compel arbitration under this Agreement and to enforce an arbitration award. Except as provided above, neither party shall initiate or prosecute any lawsuit or administrative action in any way related to any Arbitrable Claim. The Federal Arbitration Act shall govern the interpretation and enforcement of this Section 15.10.

15.11 Governing Law; Jurisdiction. The Agreement shall be governed by and construed in accordance with the law of the State of New York, without reference to that body of law concerning choice of law or conflicts of law, except that the General Corporation Law of the State of Delaware ("GCL") shall apply to all matters governed by the GCL, including without limitation matters concerning the validity of grants of stock options and actions of the Board or Committee. The Company and the Employee agree that, subject to the agreement to arbitrate disputes set forth in Section 15.10, the

sole and exclusive judicial venues for any dispute, difference, cause of action or legal action of any kind that any party, or any officer, director, employee, agent or permitted successor or assign of any party, relating in any manner whatsoever to Employee's employment by the Company or WTAM, as the case may be, or to the termination thereof, including without limitation all disputes arising this Agreement (a "Proceeding"), shall be (a) the United States District Court for the Southern District of New York, if such court has statutory jurisdiction over the Proceeding and (b) the Supreme Court of the State of New York in the County of New York (collectively, the "New York Courts"). Each of the parties hereby expressly (i) consents to the personal jurisdiction of each of the New York Courts with respect to any Proceeding; (ii) agrees that service of process in any Proceeding may be effected upon such party in the manner set forth in Section 15.1 (as well as in any other manner prescribed by law); and (iii) waives any objection, whether on the grounds of venue, residence or domicile or on the ground that the Proceeding has been brought in an inconvenient forum, to any Proceeding brought in either of the New York Courts. Notwithstanding the foregoing, nothing in this paragraph alters the parties' agreement to arbitrate disputes as set forth in Section 15.10. As used in this Section 15.11, the "Company" shall refer to the Company and to WTAM and all successors and assigns of either of them.

[Balance of page left blank intentionally. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have signed this Stock Option Agreement effective as of the Grant Date indicated below.

WISDOMTREE INVESTMENTS, INC.

By: ______________________________

Jonathan L. Steinberg, Chief Executive Officer

* *

Schedule A

Name of Employee: ________________ Grant Date: ____________

Total Number of Option Shares: ________ Exercise Price: ______________

Number of Option Shares Exercisable on ______________: ______________

* *

Confirmation

WisdomTree Asset Management, Inc. hereby executes this Agreement solely to confirm its agreement to be bound by the term and provisions of Sections 15.10 and 15.11 hereof.

WISDOMTREE ASSET MANAGEMENT, INC.

By: ______________________________

Jonathan L. Steinberg, Chief Executive Officer

Acceptance

The Employee hereby acknowledges: I have received a copy of this Agreement; I have had the opportunity to consult legal counsel in regard to this Agreement, and have availed myself of that opportunity to the extent I wish to do so (I understand the Company's attorneys represent the Company and not myself, and I have not relied on any advice from the Company's attorneys); I have read and understand this agreement; I AM FULLY AWARE OF LEGAL EFFECT OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE EFFECT OF SECTION 15.10 CONCERNING ARBITRATION; and I have entered into this Agreement freely and voluntarily and based on my own judgment and not on any representations and promises other than those contained in this Agreement. The Employee accepts these Shares subject to all the terms and conditions of this Agreement.

____

EMPLOYEE SIGNATURE

EXHIBIT A

FORM OF NOTICE OF EXERCISE OF OPTION

Insert Date: _____

WisdomTree Investments, Inc.
380 Madison Avenue, 21st Floor
New York, New York 10017

Attention: Stock Option Committee of the Board of Directors

Re: Purchase of Option Shares

Gentlemen:

In accordance with my Stock Option Agreement dated as of _____ ("Agreement") with WisdomTree Investments, Inc. (the "Company"), I hereby irrevocably elect to exercise the right to purchase _____ shares of the Company's common stock, par value $.01 per share ("Common Stock"), which are being purchased for investment and not for resale.

As payment for my shares, enclosed is (check and complete applicable box[es]):

( ) a [personal check] [certified check] [bank check] payable to the order of "Individual Investor Group, Inc." in the sum of $_____;

( ) confirmation of wire transfer in the amount of $_____;

( ) certificate for _____ shares of the Company's Common Stock, free and clear of any encumbrances, duly endorsed, having a Fair Market Value (as such term is defined in the defined in the 2005 Performance Equity Plan) of $_____; and/or

( ) the surrender of that portion of the Option representing the right to purchase_____ Option Shares with a "value" as defined in Section 8.3.3 (b) of the Agreement.

I hereby represent, warrant to, and agree with, the Company that:

(i) I have acquired the Option and shall acquire the Option Shares for my own account and not with a view towards the distribution thereof;

(ii) I have received a copy of all reports and documents required to be filed by the Company with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended, within the last twenty-four (24) months and all reports issued by the Company to its stockholders, or a copy of the Company's current information made available to the public pursuant to Commission Rule 15c2-1;

(iii) I understand that I must bear the economic risk of the investment in the Option Shares, which cannot be sold by me unless they are registered under the Securities Act of 1933 (the "1933 Act") or an exemption therefrom is available thereunder and that the Company is under no obligation to register the Option Shares for sale under the 1933 Act;

(iv) in my position with the Company, I have had both the opportunity to ask questions and receive answers from the officers and directors of the Company and all persons acting on its behalf concerning the terms and conditions of the offer made hereunder and to obtain any additional information to the extent the Company possesses or may possess such information or can acquire it without unreasonable effort or expense necessary to verify the accuracy of the information obtained pursuant to clause (ii) above;

(v) I am aware that the Company shall place stop transfer orders with its transfer agent against the transfer of the Option Shares in the absence of registration under the 1933 Act or an exemption therefrom as provided herein;

(vi) my rights with respect to the Option Shares shall, in all respects, be subject to the terms and conditions of the this Agreement; and

(vii) the certificates evidencing the Option Shares may bear the following legends:

"The shares represented by this certificate have been acquired for investment and have not been registered under the Securities Act of 1933. The shares may not be sold or transferred in the absence of such registration or an exemption therefrom under said Act."

"The shares represented by this certificate have been acquired pursuant to a Stock Option Agreement between the Company and the holder, a copy of which is on file with the Company, and may not be transferred, pledged or disposed of except in accordance with the terms and conditions thereof."

Kindly forward to me my certificate at your earliest convenience.

Very truly yours,

(Signature)	(Address)
(Print Name)	(Address)
(Social Security Number)	

Exhibit 99.20

(General Form for Grants Outside of Plan after January 1, 2008)

STOCK OPTION AGREEMENT

STOCK OPTION AGREEMENT (the "Agreement"), effective as of the Grant Date (as defined below), by and between WisdomTree Investments, Inc., a Delaware corporation (the "Company"), and the employee of WisdomTree Asset Management, Inc. ("WTAM"), a wholly-owned subsidiary of the Company, whose name is set forth on the signature page of this Agreement (the "Employee").

WHEREAS, effective as of the Grant Date set forth on Schedule A included on the signature page of this Agreement (the "Grant Date"), the Board of Directors of the Company (the "Board") or the Compensation Committee of the Board (the "Committee") authorized the grant to the Employee of an option (the "Option") to purchase an aggregate of number of shares of the authorized but unissued common stock, $.01 par value, of the Company ("Common Stock") as set forth on Schedule A, outside of any of the Company's existing equity plans and pursuant to the terms and conditions set forth in this Agreement, and conditioned upon the Employee's acceptance of the grant of the Option upon the terms and conditions set forth in this Agreement; and

WHEREAS, the Employee desires to acquire the Option upon the terms and conditions set forth in this Agreement and subject to the terms of the Plan;

IT IS AGREED:

1. Grant of Stock Option. The Company hereby grants the Employee the Option to purchase all or any part of an aggregate number of shares of Common Stock as set forth on Schedule A ("Option Shares") on the terms and conditions set forth herein. Although the Option has been granted outside of any of the Company's existing equity plans, as between the Company and the Employee, the Option in all respects shall be treated and this Agreement shall be construed and interpreted as if the Option were granted pursuant to the terms and conditions of the Company's 2005 Performance Equity Plan (the "Plan"). Reference is made to the provisions of Section 15.2 herein.

2. Non-Qualified Stock Option. The Option represented hereby is not intended to be an Option which qualifies as an "Incentive Stock Option" under Section 422 of the Internal Revenue Code of 1986, as amended.

3. Exercise Price. The exercise price per share of the Option is as set forth on Schedule A, subject to adjustment as hereinafter provided. The exercise price is at least 100% of the Fair Market Value (as defined in the Plan) of the Company's Common Stock on the Grant Date.

4. Exercisability. This Option shall be exercisable, subject to the terms and conditions of this Agreement, as set forth on Schedule A. After a portion of the Option becomes exercisable, such portion shall remain exercisable, except as otherwise provided herein, until the close of business on the day immediately preceding the tenth anniversary of the Grant Date ("Exercise Period").

5. Effect of Termination of Employment.

5.1 Termination Due to Death. If Employee's employment by WTAM terminates by reason of death, the portion of the Option, if any, that was exercisable as of the date of death may thereafter be exercised by the legal representative of the estate or by the legatee of the Employee under

the will of the Employee for a period of one (1) year from the date of such death or until the expiration of the Exercise Period, whichever period is shorter. The portion of the Option, if any, that was not exercisable as of the date of death shall immediately expire upon death.

5.2 Termination Due to Disability. If Employee's employment by WTAM terminates by reason of Disability (as defined by the Board or the Committee), the portion of the Option, if any, that was exercisable as of the date of termination of employment may thereafter be exercised by Employee for a period of one (1) year from the date of termination of employment or until the expiration of the Exercise Period, whichever period is shorter. The portion of the Option, if any, that was not exercisable as of the date of such termination of employment shall immediately expire on the date of such termination of employment.

5.3 Other Termination.

(a) If Employee's employment is terminated by WTAM or the Employee for any reason other than (i) death, (ii) Disability or (iii) for Cause (as defined by the Board or the Committee), by the Company, then the portion of the Option, if any, that was exercisable as of the date of termination of employment may thereafter be exercised by the Employee until ninety (90) days from the date of termination of employment or until the expiration of the Exercise Period, whichever is shorter. The portion of the Option, if any, that was not exercisable as of the date of such termination of employment shall immediately expire on the date of such termination of employment.

(b) In the event the Employee's employment is terminated for Cause, (i) this Option, whether or not exercisable, shall immediately expire and (ii) the Company may require the Employee to return to the Company the economic value of any Option Shares purchased hereunder by the Employee within the six (6) month period prior to the date of such termination of employment. In such event, the Employee hereby agrees to remit to the Company, in cash, an amount equal to the difference between the Fair Market Value of the Option Shares on the date of such termination of employment (or the sales price of such shares if the Option Shares were sold during such six (6) month period) and the Exercise Price of such shares.

5.4 "Employment". The Employee shall be considered to be employed by WTAM pursuant to this Section 5 if the Employee is an officer, director or full-time employee of the WTAM (or of the Company or any parent, subsidiary or affiliate of the Company) or if the Committee (or the Board in the absence of a decision by the Committee or in over-riding the decision of the Committee) determines in its sole and absolute discretion that the Employee is rendering substantial services to the Company as a part-time employee, consultant or contractor of the Company (or of any parent, subsidiary or affiliate of the Company, including WTAM). The Committee (or the Board in the absence of a decision by the Committee or in over-riding the decision of the Committee) shall have the sole and absolute discretion to determine whether the Employee has ceased to be employed by the WTAM and the effective date on which such employment terminated.

5.5 No Right to Employment. Nothing in this Agreement shall confer on the Employee any right to continue in the employ of, or other relationship with, WTAM or the Company (or with any parent, subsidiary or affiliate of the Company) or limit in any way the right of WTAM or the Company (or of any parent, subsidiary or affiliate of the Company) to terminate the Employee's employment or other relationship with WTAM or the Company (or with any parent, subsidiary or affiliate of the Company) at any time, with or without cause.

6. Withholding Tax. Not later than the date as of which an amount first becomes includible in the gross income of the Employee for Federal income tax purposes with respect to the Option, the Employee shall pay to WTAM, or make arrangements satisfactory to WTAM regarding the payment of, any Federal, state and local taxes of any kind required by law to be withheld or paid with respect to such amount. Notwithstanding anything in this Agreement to the contrary, the obligations of the Company under the Plan and pursuant to this Agreement shall be conditional upon such payment or arrangements with WTAM and WTAM shall, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to the Employee from WTAM.

7. Adjustments. In the event of any merger, reorganization, consolidation, dividend (other than cash dividend), stock split, reverse stock split, or similar change in corporate structure affecting the number of issued shares of Common Stock, the Company shall proportionally adjust the number and kind of Option Shares and the exercise price of the Option in order to prevent the dilution or enlargement of the Employee's proportionate interest in the Company and Employee's rights hereunder, provided that the number of Option Shares shall always be a whole number.

8. Method of Exercise.

8.1 Notice to the Company. The Option shall be exercised in whole or in part by written notice in substantially the form attached hereto as Exhibit A directed to the Company at its principal place of business accompanied by full payment as hereinafter provided of the exercise price for the number of Option Shares specified in the notice.

8.2 Delivery of Option Shares. The Company shall deliver a certificate for the Option Shares to the Employee (or, in the discretion of the Company, arrange for electronic credit of the Option Shares to an account maintained by Employee at a brokerage firm designated by the Employee) as soon as practicable after payment therefor.

8.3 Payment of Purchase Price. The Employee shall make payment for the Option Shares by any one or more of the following methods set forth in this Section 8.3.

8.3.1 Cash Payment. The Employee shall make cash payments by wire transfer, certified check or bank check, in each case payable to the order of the Company; the Company shall not be required to deliver certificates for Option Shares until the Company has confirmed the receipt of good and available funds in payment of the purchase price thereof.

8.3.2 Payment through Bank or Broker. The Employee may make arrangements satisfactory to the Company with a bank or a broker who is member of a national securities exchange or of the National Association of Securities Dealers, Inc. to either (a) sell on the exercise date a sufficient number of the Option Shares being purchased so that the net proceeds of the sale transaction will at least equal the Exercise Price multiplied by the number of Option Shares being purchased pursuant to such exercise, plus the amount of any applicable withholding taxes and pursuant to which the bank or broker undertakes irrevocably to deliver the full Exercise Price multiplied by the number of Option Shares being purchased pursuant to such exercise, plus the amount of any applicable withholding taxes to the Company on a date satisfactory to the Company, but no later than the date on which the sale transaction would settle in the ordinary course of business or (b) obtain a "margin commitment" from the bank or broker pursuant to which the bank or broker undertakes irrevocably to deliver the full Exercise Price multiplied by the number of Option Shares being purchased pursuant to such exercise, plus the amount of any applicable withholding taxes to the Company, immediately upon receipt of the Option Shares.

8.3.3 Cashless Payment.

(a) The Employee may, in his or her sole discretion, use shares of Common Stock of the Company that were owned by the Employee for more than six (6) months (and which have been paid for within the meaning of Rule 144 promulgated by the Securities and Exchange Commission ("Commission") and, if such shares were purchased from the Company by use of a promissory note, such note has been fully paid with respect to such shares), or that were obtained by the Employee in the open public market, to pay the purchase price for the Option Shares by delivery of one or more stock certificates in negotiable form which are effective to transfer good and valid title thereto to the Company, free of any liens or encumbrances. Shares of Common Stock used for this purpose shall be valued at Fair Market Value on the date of exercise.

(b) If, at the time the Employee desires to exercise all or a part of the Option, the Option Shares have not been registered under the Securities Act of 1933, as amended ("1933 Act"), and under the Securities Exchange Act of 1934, as amended ("Exchange Act"), then, at the election of the Employee, the Exercise Price for any or all of the Option Shares to be acquired may be paid by the surrender of any unexercised portion of the Option having a "value" equal to the Exercise Price multiplied by the number of Option Shares to be purchased. The "value" of a surrendered portion of the Option means, as of the exercise date, an amount equal to the excess of the total Fair Market Value of the shares of Common Stock underlying the surrendered portion of the Option over the total Exercise Price of such shares of Common Stock underlying the surrendered portion of the Option.

8.3.4 Exchange Act Compliance. Notwithstanding the foregoing, the Company shall have the right to reject payment in the form of Common Stock if in the opinion of counsel for the Company, (i) it could result in an event of "recapture" under Section 16(b) of the Exchange Act; or (ii) such shares of Common Stock may not be sold or transferred to the Company.

9. Market Standoff Agreement. The Employee agrees that, in connection with the first firm commitment underwritten public offering of the Company's securities after November 10, 2004 that raises at least $15,000,000 in gross proceeds, upon the request of the Company or the underwriters managing any public offering of the Company's securities, the Employee will not sell or otherwise dispose of any Option Shares (including without limitation sale of Option Shares in connection with the exercise method set forth in Section 8.3.2, but expressly excluding the use of Common Stock in connection with the exercise method set forth in Section 8.3.3.) or any other securities of the Company without the prior written consent of the Company or such underwriters, as the case may be, for such period of time from the effective date of such registration, not exceeding one hundred eighty (180) days, as the Company or the underwriters may specify for the Company's employee stockholders generally; provided, that all executive officers, directors and holders of more than 5% of the Company's then outstanding capital stock agree to the same restriction. The Employee understands and agrees that, in order to ensure compliance with the market standoff agreement, the Company may issue appropriate "stop-transfer" instructions to its transfer agent.

10. Notice of Disqualifying Disposition of Incentive Stock Option Shares. If the Option granted to the Employee herein is an Incentive Stock Option, and if the Employee sells or otherwise disposes of any of the Option Shares acquired pursuant to a whole or partial exercise the Option prior to the later of (a) the second anniversary of the Grant Date, or (b) the first anniversary of the date of exercise of such Option Shares, the Employee shall immediately notify the Company in writing of such sale or disposition. The Employee acknowledges and agrees that the Employee may be subject to income and other tax withholding by the Company on the compensation income recognized by the Employee from any such sale or disposition. The Employee hereby authorizes his/her broker(s) to provide the Company, promptly at the Company's request, with any information concerning the Option Shares, now or previously in Employee's account(s) with such broker(s), as the Company may request. The Employee agrees that this authorization may not be revoked or modified in any manner except pursuant to a writing signed by both the Employee and the Company.

11. Nonassignability. The Option shall not be assignable or transferable except by will or by the laws of descent and distribution in the event of the death of the Employee. Notwithstanding the foregoing, the Employee, with the approval of the Committee, may transfer the Option (i) (A) by gift, for no consideration, or (B) pursuant to a domestic relations order, in either case, to or for the benefit of the Employee's Immediate Family (as defined in the Plan), or (ii) to an entity in which the Employee and/or members of the Employee's Immediate Family own more than fifty percent of the voting interest, in exchange for an interest in that entity, provided that such transfer is being made for estate, tax and/or personal planning purposes and will not have adverse tax consequences to the Company and subject to such limits as the Committee may establish and the execution of such documents as the Committee may require. In such event, the transferee shall remain subject to all the terms and conditions applicable to the Option prior to such transfer.

12. Company Representations. The Company hereby represents and warrants to the Employee that:

(a) the Company, by appropriate and all required action, is duly authorized to enter into this Agreement and consummate all of the transactions contemplated hereunder; and

(b) the Option Shares, when issued and delivered by the Company to the Employee in accordance with the terms and conditions hereof, will be duly and validly issued and fully paid and non-assessable.

13. Employee Representations. The Employee hereby represents and warrants to the Company that:

(a) he or she is acquiring the Option and shall acquire the Option Shares for his or her own account and not with a view towards the distribution thereof;

(b) the Company has made available to his or her a copy of the Company's current information made available to the public pursuant to Commission Rule 15c2-11, and a copy of the Plan in effect as of the Grant Date;

(c) he or she understands that he or she must bear the economic risk of the investment in the Option Shares, which cannot be sold by him or her unless they are registered under the 1933 Act or an exemption therefrom is available thereunder and that the Company is under no obligation to register the Option Shares for sale under the 1933 Act;

(d) in his or her position with the Company, he or she has had both the opportunity to ask questions and receive answers from the officers and directors of the Company and all persons acting on its behalf concerning the terms and conditions of the offer made hereunder and to obtain any additional information to the extent the Company possesses or may possess such information or can acquire it without unreasonable effort or expense necessary to verify the accuracy of the information obtained pursuant to clause (b) above;

(e) he or she is aware that the Company shall place stop transfer orders with its transfer agent against the transfer of the Option Shares in the absence of registration under the 1933 Act or an exemption therefrom as provided herein; and

(f) he or she understands and agrees that the certificates evidencing the Option Shares may bear the following legends:

"The shares represented by this certificate have not been registered under the Securities Act of 1933, as amended (the "Act") and may not be be sold, pledged, hypothecated or otherwise transferred in the absence of an effective registration statement or an exemption therefrom under the Act."

"The shares represented by this certificate have been acquired pursuant to a Stock Option Agreement between the Company and the holder,a copy of which is on file with the Company, and may not be transferred, pledged or disposed of except in accordance with the terms and conditions thereof."

14. Restriction on Transfer of Stock Option Agreement and Option Shares. Notwithstanding anything in this Agreement to the contrary, and in addition to the provisions of Sections 9 and 11 of this Agreement, the Employee hereby agrees that he or she shall not sell, transfer by any means or otherwise dispose of the Option Shares acquired by him or her without registration under the 1933 Act, or in the event that they are not so registered, unless (a) an exemption from the 1933 Act registration requirements is available thereunder, and (b) the Employee has furnished the Company with notice of such proposed transfer and the Company's legal counsel, in its reasonable opinion, shall deem such proposed transfer to be so exempt.

15. Miscellaneous.

15.1 Notices. All notices, requests, deliveries, payments, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be either delivered personally or by private courier (e.g., Federal Express), or sent by registered or certified mail, return receipt requested, postage prepaid, to the Company and WTAM at their principal executive offices and to the Employee at his or her last known residence address as indicated in the employment records of the Company or WTAM as the case may be, or to such other address as either shall have specified by notice in writing to the others. Notice shall be deemed duly given hereunder when delivered in person or by private courier, or on the third business day following deposit in the United States mail as set forth above.

15.2 Plan Paramount; Conflicts with Plan. Notwithstanding that the Option has been granted outside of any of the Company's equity plans, as between the Company and the Employee, the Option in all respects shall be treated and this Agreement shall be construed and interpreted as if the Option were granted pursuant to the terms and conditions of the Plan. In the event of a conflict between

the provision of the Plan and the provisions of this Agreement, the provisions of the Plan shall in all respects be controlling. The forgoing provisions of this Section 15.2 shall not be deemed to mean that the Option is invalid in anyway because at the time of the grant of the option there were insufficient shares available for grant under the Plan.

15.3 Amendments; Waivers. This Agreement may not be modified, amended, or terminated except by an instrument in writing, signed by each of the parties. No failure to exercise and no delay in exercising any right, remedy, or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy, or power provided herein or by law or in equity. All rights and remedies, whether conferred by this Agreement, by any other instrument or by law, shall be cumulative, and may be exercised singularly or concurrently.

15.4 Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior undertakings and agreements, oral or written, with respect to the subject matter hereof. This Agreement may not be contradicted by evidence of any prior or contemporaneous agreement. To the extent that the policies and procedures of WTAM or the Company apply to the Employee and are inconsistent with the terms of the Agreement, the provisions of this Agreement shall control.

15.5 Binding Effect; Successors. This Agreement shall inure to the benefit of and be binding upon the parties hereto and, to the extent not prohibited herein, their respective heirs, successors, assigns and representatives.

15.6 Severability; Enforcement. If any provision of this Agreement is held invalid, illegal or unenforceable in any respect (an "Impaired Provision"), (a) such Impaired Provision shall be interpreted in such a manner as to preserve, to the maximum extent possible, the intent of the parties, (b) the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and (c) such decision shall not affect the validity, legality or enforceability of such Impaired Provision under other circumstances. The parties agree to negotiate in good faith and agree upon a provision to substitute for the Impaired Provision in the circumstances in which the Impaired Provision is invalid, illegal or unenforceable.

15.7 Rights of Third Parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective permitted successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

15.8 Headings. The Section headings used herein are for convenience only and do not define, limit or construe the content of such sections. All references in this Agreement to Section numbers refer to Sections of this Agreement, unless otherwise indicated.

15.9 No Duty to Disclose. The Employee acknowledges and agrees that, except for the information provided to the Employee by the Company pursuant to Sections 13(b) and 13(d) prior to execution of this Agreement, neither the Company nor any of the Company's officers, directors, shareholders, employees, agents or representatives has any duty or obligation to disclose to the Employee any information whatsoever, including but not limited to information concerning the Company that might if made public affect the value of the Option Shares. Such information includes without limitation any information concerning the Company's actual or potential financial performance, actual or potential

material contracts to which the Company is or may become a party, or actual or potential material transactions that involve or may involve the Company, including but not limited to Plan to effect a merger or to acquire or dispose of a material amount of assets. The Employee acknowledges and understands that he or she (a) might exercise his or her Option (or a portion thereof) prior to the public dissemination of such information, and that the value of the Option Shares may decrease after the public dissemination of such information, or (b) might exercise his or her Option (or a portion thereof) and sell, pledge or encumber the Option Shares (or a portion thereof) prior to the public dissemination of such information, and that the value of the Option Shares may increase after the public dissemination of such information; and the Employee acknowledges and agrees that he or she will not bring or participate in any claim whatsoever against the Company or against any of the Company's officers, directors, shareholders, employees, agents or representatives related to the failure to have disclosed such information prior to the Employee's exercise of the Option and/or sale, pledge or encumbrance of the Option Shares.

15.10 Agreement to Arbitrate. The Employee, the Company and WTAM recognize that differences may arise between them during or following the Employee's employment by WTAM, and that those differences may or may not be related to the grant of the Option herein or to the Employee's employment. The Employee understands and agrees that by entering into this Agreement, the Employee anticipates the benefits of a speedy, impartial dispute-resolution procedure of any such differences. As used in this Section 15.10 and its subparts, the "Company" shall refer to the Company and to WTAM and all successors and assigns of either of them.

(a) Arbitrable Claims. (i) ALL DISPUTES BETWEEN THE EMPLOYEE (AND HIS OR HER PERMITTED SUCCESSORS AND ASSIGNS) AND THE COMPANY (AND ITS AFFILIATES, STOCKHOLDERS, DIRECTORS, OFFICERS, AGENTS AND PERMITTED SUCCESSORS AND ASSIGNS) RELATING IN ANY MANNER WHATSOEVER TO EMPLOYEE'S EMPLOYMENT BY THE COMPANY OR WTAM, AS THE CASE MAY BE, OR TO THE TERMINATION THEREOF, INCLUDING WITHOUT LIMITATION ALL DISPUTES ARISING UNDER THIS AGREEMENT (COLLECTIVELY, "ARBITRABLE CLAIMS"), SHALL BE RESOLVED EXCLUSIVELY BY BINDING ARBITRATION. Arbitrable Claims shall include, but are not limited to, contract (express or implied) and tort claims of all kinds, as well as all claims based on any federal, state, or local law, statute, or regulation (including but not limited to claims alleging unlawful harassment or discrimination in violation of Title VII and/or Title IX of the U.S. Code, of the Age Discrimination in Employment Act, of the Americans with Disabilities Act, of state statute, or otherwise), excepting only claims under applicable workers' compensation law and unemployment insurance claims. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all Arbitrable Claims. Except as provided in Section 15.10(a)(ii), the Arbitrator (as defined below) shall decide whether a claim is an Arbitrable Claim. THE COMPANY AND THE EMPLOYEE HEREBY WAIVE ANY RIGHTS THAT THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRABLE CLAIMS.

(ii) Notwithstanding anything herein to the contrary, the Company may enforce in court, without prior resort to arbitration, any claim concerning actual or threatened unfair competition and/or the actual or threatened use and/or unauthorized disclosure of confidential or proprietary information of the Company. The court shall determine whether a claim concerns actual or threatened unfair competition and/or the actual or threatened use and/or unauthorized disclosure of confidential or proprietary information of the Company.

(b) Arbitration Procedure.

(i) American Arbitration Association Rules; Initiation of Arbitration; Location of Arbitration Arbitration of Arbitrable Claims shall be in accordance with the Employment Dispute Resolution Rules of the American Arbitration Association ("AAA Rules"), except as provided otherwise in this Agreement. Arbitration shall be initiated by providing written notice to the other party with a statement of the claim(s) asserted, the facts upon which the claim(s) are based, and the remedy sought. This notice shall be provided to the other party within six (6) months of the acts or omissions complained of. Any claim not initiated within this limitations period shall be null and void, and the Company and the Employee waive all rights under statutes of limitation of different duration. The arbitration shall take place in New York, New York.

(ii) Selection of Arbitrator. All disputes involving Arbitrable Claims shall be decided by a single arbitrator (the "Arbitrator"), who shall be selected as follows. The American Arbitration Association ("AAA") shall give each party a list of eleven (11) arbitrators drawn from its panel of employment arbitrators (the "Name List"). Each party may strike up to six (6) names on the Name List it deems unacceptable, and shall notify the other party of the names it has stricken, within fourteen (14) calendar days of the date the AAA gave notice of the Name List. If only one common name on the Name List remains unstricken by the parties, that individual shall be designated as the Arbitrator. If more than one common name remains on the Name List unstricken by parties, Employee shall strike one of the remaining names and notify the Company, within seven (7) calendar days of notification of the list of unstricken names. If, after Employee strikes a name as set forth in the preceding sentence, there is still two or more unstricken names, the Company and the Employee shall alternately strike names (with the Company having the next strike) and notify the other party of the stricken name within seven (7) calendar days, until only one remains. If no common name on the initial Name List remains unstricken by the parties, the AAA shall furnish an additional list or lists, and the parties shall proceed as set forth above, until an Arbitrator is selected.

(iii) Conduct of the Arbitration.

(A) Discovery. To help prepare for the arbitration, the Employee and the Company shall be entitled, at their own expense, to learn about the facts of a claim before the arbitration begins. Each party shall have the right to take the deposition of one (1) individual and any expert witness designated by another party. Each party also shall have the right to make requests for production of documents to any party. Additional discovery may be had only where the Arbitrator so orders, upon a showing of substantial need. At least thirty (30) days before the arbitration, the parties must exchange lists of witnesses, including any expert witnesses, and copies of all exhibits intended to be used at the arbitration.

(B) Authority. The Arbitrator shall have jurisdiction to hear and rule on pre-hearing disputes and is authorized to hold pre-hearing conferences by telephone or in person as the Arbitrator deems necessary. The Arbitrator shall have the authority to entertain a motion to dismiss and/or a motion for summary judgment by any party and shall apply the standards governing such motions under the Federal Rules of Civil Procedure. The Arbitrator shall apply the substantive law (and the law of remedies, if applicable) of the state in which the claim arose, or federal law, or both, as applicable to the claim(s) asserted. The Arbitrator shall have the authority to award equitable relief, damages, costs and fees as provided by the law for the particular claim(s) asserted. The arbitrator shall not have the power to award remedies or relief that a New York court could not have awarded. The Federal Rules of Evidence shall apply. The burden of proof shall be allocated as provided by applicable

law. Except as provided in Section 15.10(a)(ii), the Arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of the Agreement, including but not limited to any claim that all or any part of any of the Agreement is void or voidable and any assertion that a dispute between the Employee and the Company is not an Arbitrable Claim. The arbitration shall be final and binding upon the parties.

(C) Costs. Either party, at its expense, may arrange for and pay the cost of a court reporter to provide a stenographic record of the proceedings. If the Arbitrator orders a stenographic record, the parties shall split the cost. Except as otherwise provided in this Section 15.10, the Employee and the Company shall equally share the fees and costs of the arbitration and the Arbitrator. The reference to "the fees and costs of the arbitration and the Arbitrator" in the preceding sentence is not intended to included the fees and expense of either party's legal counsel or other advisors, but merely the fees and costs imposed on the parties by the AAA in connection with an arbitration conducted under the auspices of the AAA.

(c) Confidentiality. All proceedings and documents prepared in connection with any Arbitrable Claim shall be confidential and, unless otherwise required by law, the subject matter thereof shall not be disclosed to any person other than the parties to the proceeding, their counsel, witnesses and experts, the Arbitrator, and, if involved, the court and court staff. All documents filed with the Arbitrator or with a court shall be filed under seal. The parties shall stipulate to all arbitration and court orders necessary to effectuate fully the provisions of this subparagraph concerning confidentiality.

(d) Enforceability. Either party may bring an action in any court of competent jurisdiction to compel arbitration under this Agreement and to enforce an arbitration award. Except as provided above, neither party shall initiate or prosecute any lawsuit or administrative action in any way related to any Arbitrable Claim. The Federal Arbitration Act shall govern the interpretation and enforcement of this Section 15.10.

15.11 Governing Law; Jurisdiction. The Agreement shall be governed by and construed in accordance with the law of the State of New York, without reference to that body of law concerning choice of law or conflicts of law, except that the General Corporation Law of the State of Delaware ("GCL") shall apply to all matters governed by the GCL, including without limitation matters concerning the validity of grants of stock options and actions of the Board or Committee. The Company and the Employee agree that, subject to the agreement to arbitrate disputes set forth in Section 15.10, the sole and exclusive judicial venues for any dispute, difference, cause of action or legal action of any kind that any party, or any officer, director, employee, agent or permitted successor or assign of any party, relating in any manner whatsoever to Employee's employment by the Company or WTAM, as the case may be, or to the termination thereof, including without limitation all disputes arising this Agreement (a "Proceeding"), shall be (a) the United States District Court for the Southern District of New York, if such court has statutory jurisdiction over the Proceeding and (b) the Supreme Court of the State of New York in the County of New York (collectively, the "New York Courts"). Each of the parties hereby expressly (i) consents to the personal jurisdiction of each of the New York Courts with respect to any Proceeding; (ii) agrees that service of process in any Proceeding may be effected upon such party in the manner set forth in Section 15.1 (as well as in any other manner prescribed by law); and (iii) waives any objection, whether on the grounds of venue, residence or domicile or on the ground that the Proceeding has been brought in an inconvenient forum, to any Proceeding brought in either of the New York Courts. Notwithstanding the foregoing, nothing in this paragraph alters the parties' agreement to arbitrate disputes as set forth in Section 15.10. As used in this Section 15.11, the "Company" shall refer to the Company and to WTAM and all successors and assigns of either of them.

[Balance of page left blank intentionally. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have signed this Stock Option Agreement effective as of the Grant Date indicated below.

WISDOMTREE INVESTMENTS, INC.

By: _____
Jonathan L. Steinberg, Chief Executive Officer

* *

Schedule A

Name of Employee: _____ Grant Date: _____

Total Number of Option Shares_____ Exercise Price: _____

Number of Option Shares Exercisable on _____: _____

* *

Confirmation

WisdomTree Asset Management, Inc. hereby executes this Agreement solely to confirm its agreement to be bound by the term and provisions of Sections 15.10 and 15.11 hereof.

WISDOMTREE ASSET MANAGEMENT, INC.

By: _____
Jonathan L. Steinberg, Chief Executive Officer

Acceptance

The Employee hereby acknowledges: I have received a copy of this Agreement; I have had the opportunity to consult legal counsel in regard to this Agreement, and have availed myself of that opportunity to the extent I wish to do so (I understand the Company's attorneys represent the Company and not myself, and I have not relied on any advice from the Company's attorneys); I have read and understand this agreement; I AM FULLY AWARE OF LEGAL EFFECT OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE EFFECT OF SECTION 15.10 CONCERNING ARBITRATION; and I have entered into this Agreement freely and voluntarily and based on my own judgment and not on any representations and promises other than those contained in this Agreement. The Employee accepts these Shares subject to all the terms and conditions of this Agreement.

_____
EMPLOYEE SIGNATURE

EXHIBIT A

FORM OF NOTICE OF EXERCISE OF OPTION

DATE

WisdomTree Investments, Inc.
380 Madison Avenue, 21st Floor
New York, New York 10017

Attention: Stock Option Committee of the Board of Directors

Re: Purchase of Option Shares

Gentlemen:

In accordance with my Stock Option Agreement dated as of_____ ("Agreement") with WisdomTree Investments, Inc. (the "Company"), I hereby irrevocably elect to exercise the right to purchase _____ shares of the Company's common stock, par value $.01 per share ("Common Stock"), which are being purchased for investment and not for resale.

As payment for my shares, enclosed is (check and complete applicable box[es]):

( ) a [personal check] [certified check] [bank check]
payable to the order of "Individual Investor Group, Inc." in the sum of $_____;

( ) confirmation of wire transfer in the amount of $_____;

( ) certificate for _____ shares of the Company's Common Stock, free and clear of any encumbrances, duly endorsed, having a Fair Market Value (as such term is defined in the defined in the 2005 Performance Equity Plan) of $_____; and/or

( ) the surrender of that portion of the Option representing the right to purchase_____ Option Shares with a "value" as defined in Section 8.3.3 (b) of the Agreement.

I hereby represent, warrant to, and agree with, the Company that:

(i) I have acquired the Option and shall acquire the Option Shares for my own account and not with a view towards the distribution thereof;

(ii) I have received a copy of all reports and documents required to be filed by the Company with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended, within the last twenty-four (24) months and all reports issued by the Company to its stockholders, or a copy of the Company's current information made available to the public pursuant to Commission Rule 15c2-1;

(iii) I understand that I must bear the economic risk of the investment in the Option Shares, which cannot be sold by me unless they are registered under the Securities Act of 1933 (the "1933 Act") or an exemption therefrom is available thereunder and that the Company is under no obligation to register the Option Shares for sale under the 1933 Act;

(iv) in my position with the Company, I have had both the opportunity to ask questions and receive answers from the officers and directors of the Company and all persons acting on its behalf concerning the terms and conditions of the offer made hereunder and to obtain any additional information to the extent the Company possesses or may possess such information or can acquire it without unreasonable effort or expense necessary to verify the accuracy of the information obtained pursuant to clause (ii) above;

(v) I am aware that the Company shall place stop transfer orders with its transfer agent against the transfer of the Option Shares in the absence of registration under the 1933 Act or an exemption therefrom as provided herein;

(vi) my rights with respect to the Option Shares shall, in all respects, be subject to the terms and conditions of the this Agreement; and

(vii) the certificates evidencing the Option Shares may bear the following legends:

"The shares represented by this certificate have been acquired for investment and have not been registered under the Securities Act of 1933. The shares may not be sold or transferred in the absence of such registration or an exemption therefrom under said Act."

"The shares represented by this certificate have been acquired pursuant to a Stock Option Agreement between the Company and the holder, a copy of which is on file with the Company, and may not be transferred, pledged or disposed of except in accordance with the terms and conditions thereof."

Kindly forward to me my certificate at your earliest convenience.

Very truly yours,

(Signature)	(Address)
(Print Name)	(Address)
(Social Security Number)	