

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**Form 8-K**

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**CURRENT REPORT**  
**Pursuant to Section 13 or 15(d)**  
**of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): August 27, 2019**

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**WisdomTree Investments, Inc.**

(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-10932**  
Commission  
File Number:

**13-3487784**  
(IRS Employer  
Identification No.)

**245 Park Avenue**  
**35th Floor**  
**New York, NY 10167**  
(Address of principal executive offices, including zip code)

**(212) 801-2080**  
(Registrant's telephone number, including area code)

(Former name or former address, if changed since last report)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Exchange Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
<b>Common Stock, \$0.01 par value</b>	<b>WETF</b>	<b>The NASDAQ Stock Market LLC</b>

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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**Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers**

As previously disclosed, the employment term for David Abner, former Executive Vice President and Head of Europe of WisdomTree Investments, Inc. (the "Company"), expired on July 31, 2019. On August 27, 2019, the Company and Mr. Abner entered into a separation agreement, pursuant to which, in consideration for his release of claims against the Company, he will be entitled to receive separation payments in the aggregate amount of \$1,254,167 in cash, subject to applicable deductions and withholdings. In addition, 63,120 unvested shares of restricted stock issued to Mr. Abner that would otherwise vest on or before July 31, 2020 will be modified to vest in full on January 31, 2020, and 37,735 unvested shares of restricted stock that would otherwise vest after July 31, 2020 will be modified to vest in full on July 31, 2020. Such vesting is conditioned on Mr. Abner serving as a consultant to the Company or its subsidiaries through the applicable vesting date. Currently exercisable options to purchase an aggregate of 150,000 shares of common stock that would otherwise remain exercisable for 90 days after the separation date also will be modified to remain exercisable until January 27, 2020. The Company will pay for COBRA costs for Mr. Abner and his eligible dependents until the earlier of July 31, 2020 and the date he becomes eligible for health insurance coverage through a new employer, and will provide Mr. Abner with repatriation and tax preparation assistance and tax equalization payments, if any, as described in the separation agreement.

On August 27, 2019, the Company also entered into an agreement with Mr. Abner to provide consulting services for key projects related to exchange-traded products. The term of the agreement is for one year through July 31, 2020, subject to customary termination provisions. The Company will pay Mr. Abner \$27,083.33 per month and he will be eligible to receive a bonus upon the completion of his services in the Company's sole discretion.

The foregoing summary is qualified in its entirety by reference to the separation agreement and consulting agreement, which are filed as Exhibits 10.1 and 10.2 to this Current Report on Form 8-K and incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits**

(d) Exhibits:

Exhibit 10.1 [Separation Agreement between the Company and David Abner, dated August 27, 2019](#)

Exhibit 10.2 [Professional Services Agreement between the Company and David Abner, effective August 1, 2019](#)

Exhibit 104 Cover Page Interactive Data File (embedded within the Inline XBRL document).

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

WisdomTree Investments, Inc.

Date: August 29, 2019

By: /s/ Marci Frankenthaler

Marci Frankenthaler

Executive Vice President, Chief Legal Officer and Secretary

## SEPARATION AGREEMENT

**THIS SEPARATION AGREEMENT** (this “Agreement”) is between WisdomTree Asset Management, Inc. (“WisdomTree”), a Delaware corporation with its principal offices at 245 Park Avenue, 35<sup>th</sup> Floor, New York, NY 10167, and David Abner (“Executive”).

WHEREAS, Executive is employed by WisdomTree pursuant to the terms of a letter agreement between Executive and WisdomTree dated February 29, 2008 (the “Employment Letter”) and an agreement dated as of July 25, 2016, as amended, governing the terms and conditions of Executive’s temporary assignment to London, U.K. to serve as Head of Europe for a term ending on July 31, 2019 (the “Relocation Agreement”), which agreement amended the Employment Letter; and

WHEREAS, the parties hereto now mutually desire to provide for the termination of Executive’s employment and certain other matters.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. Termination of Employment. Executive’s employment by WisdomTree is terminated effective as of July 31, 2019 (“Termination Date”).

2. Prior Agreements. Unless specifically provided herein, the Employment Letter and the Relocation Agreement are hereby superseded in their entirety by the terms, conditions and agreements set forth in this Agreement; provided that (a) the arbitration provisions set forth in Appendix A to the Relocation Agreement shall govern the resolution of any disputes and claims between Executive and WisdomTree arising under or relating to this Agreement; and (b) Executive shall continue to be bound by the provisions of Paragraph 4 of the Employment Letter, which are expressly incorporated herein and hereby confirmed and ratified. For purposes of Paragraph 4 of the Employment Letter (as the same is used and incorporated into this Agreement), all references therein to “the Company, WTI and/or WTT” shall also include the WT Subs and the WT Advised Issuers, as those terms are defined in Paragraph 5(a) below.

3. Accrued Compensation.

(a) WisdomTree shall pay to Executive all salary (at Executive’s last annual base salary rate of \$325,000) and unused vacation pay (if any) accrued through the Termination Date less Executive’s customary payroll withholdings and deductions. This payment shall be made by direct deposit to Executive’s account as previously designated to WisdomTree and paid pursuant to WisdomTree’s normal payroll practices by the second regularly scheduled payroll period after the Termination Date.

(b) Except as otherwise specifically set forth in this Agreement, no additional benefits relating to Executive’s employment shall accrue to Executive after the Termination Date, and subsequent to the Termination Date, Executive is not entitled to, and shall not receive, any further employment-related compensation or benefits from WisdomTree or any of its affiliates except for any vested benefit arising under an employment benefit plan maintained by WisdomTree or its parent company, WisdomTree Investments, Inc. (“WTI”).

4. Consideration. Provided Executive executes this Agreement within twenty-one (21) days of receipt of this Agreement, does not revoke it as provided in Paragraph 11(a), below, and complies with its terms:

(a) Separation Payments. WisdomTree shall pay Executive \$1,254,167 in the aggregate (less applicable withholdings and deductions) in cash, which amount is equal to (i) one year of Executive's last annual base salary of \$325,000, (ii) a guaranteed minimum bonus of \$500,000, (iii) a pro-rated portion of Executive's 2019 discretionary bonus in the amount of \$375,000 and (iv) two (2) months of Executive's last annual base salary equal to \$54,167 as payment for Executive's unused sabbatical, as follows:

(i) WisdomTree shall pay Executive \$989,167 by direct deposit in one lump sum, by the second regularly scheduled payroll period after the Effective Date (as defined in Paragraph 11(a), below). Executive acknowledges and agrees that if Executive owes WisdomTree any monies (other than any tax equalization amounts, including those described in Paragraph 4(e)), Executive authorizes WisdomTree to deduct any such amounts from the payment set forth in this Paragraph 4(a)(i); and

(ii) WisdomTree shall pay Executive \$265,000 in substantially equal installments in accordance with WisdomTree's then effective payroll practices over 12 months following Executive's "separation from service" as defined in Section 409A ("Section 409A") of the Internal Revenue Code of 1986, as amended (the "Code"). The determination of whether and when a separation from service has occurred shall be made in accordance with the presumptions set forth in Treasury Regulation Section 1.409A-1(h). Notwithstanding the foregoing, if at the time of Executive's separation from service within the meaning of Section 409A, WisdomTree determines that Executive is a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code, the first installment payment due to Executive under this Paragraph 4(a)(ii) shall not be paid until the date that is the earlier of (A) six months and one day after Executive's separation from service and (B) Executive's death, and such first installment shall include a catch-up payment covering amounts that would otherwise have been paid during said six-month period or during the period up to Executive's death, as applicable, but for the application of this provision, and the balance of the installments shall be payable in accordance with the original payment schedule as provided in Paragraph VIII.D of the Relocation Agreement. For the avoidance of doubt, if Executive commences new employment during the period in which such installments are payable, WisdomTree shall continue to make such payments, provided that Executive complies with the terms of this Agreement, including Paragraph 4 of the Employment Letter.

(b) Equity Awards.

(i) An aggregate of 63,120 shares of restricted stock of WTI granted to Executive pursuant to Restricted Stock Agreements dated as of August 1, 2016, January 25, 2017, January 25, 2018 and January 25, 2019 that are currently unvested and which would otherwise vest on or before July 31, 2020 had Executive remained an employee of WisdomTree through such date, shall be modified to vest in full on January 31, 2020 provided that Executive serves as a consultant to WTI or its subsidiaries through such vesting date pursuant to that certain Professional Services Agreement to be entered into between WTI and Executive (the "PSA"). For the avoidance of doubt, none of such shares of restricted stock shall vest before January 31, 2020.

(ii) An aggregate of 37,735 shares of restricted stock of WTI granted to Executive pursuant to Restricted Stock Agreements dated as of January 25, 2018 and January 25, 2019 that are currently unvested and which would otherwise vest after July 31, 2020 had Executive remained an employee of WisdomTree through such date, shall be modified to vest in full on July 31, 2020 provided that Executive serves as a consultant to WTI or its subsidiaries through such vesting date pursuant to the PSA.

(iii) Options to purchase an aggregate of 150,000 shares of common stock of WTI granted to Executive pursuant to Stock Option Agreements dated as of January 28, 2010, February 5, 2010 and January 27, 2011 that are currently exercisable and which would otherwise remain exercisable for 90 days after the Termination Date, shall be modified to remain exercisable until January 27, 2020.

(iv) The 12,461 performance-based restricted stock units (“PRSUs”) of WTI granted to Executive pursuant to the Performance-Based Restricted Stock Unit Agreement dated as of January 25, 2019 (the “PRSU Agreement”) shall be governed by the terms of such agreement. For purposes of clarity, none of the PRSUs shall vest on the Termination Date based on the calculation set forth in Section 3.11.3 of the PRSU Agreement but the PRSUs shall remain outstanding and eligible to vest for 12 months following the Termination Date in accordance with Section 3.11.3 of the PRSU Agreement.

(v) The provisions of this Paragraph 4(b) shall be deemed to amend each of the Stock Option Agreements and Restricted Stock Agreements referred to in Paragraphs 4(b)(i)-(iii) herein.

(c) Repatriation Assistance. If Executive relocates to the New York City metropolitan area on or prior to September 30, 2020, WisdomTree shall provide Executive up to \$25,000 of repatriation assistance, which amount shall be increased by the amount of any advance purchase, one-way premium coach-class tickets for Executive’s immediate family (less applicable withholdings and deductions). This amount is intended to be applied to the following areas:

- airfares/ground transportation for Executive to move from London back to New York;
- labor costs associated with packing household goods for shipment to Executive’s home location in New York;
- shipment of necessary household goods from London and from storage in the U.S. to Executive’s home location in New York;
- any temporary housing accommodations prior to the move to Executive’s home location in New York; and
- broker’s fees and costs associated with finding a permanent residence in New York, if needed.

The above expenses shall be paid either directly by WisdomTree to the vendors or by Executive. To the extent that Executive pays any such expenses, WisdomTree shall reimburse Executive for such expenses, upon Executive providing WisdomTree with receipts or other reasonably acceptable documentation.

(d) Tax Returns. WisdomTree shall secure and pay for the services of BDO, USA LLP (“BDO”) to prepare Executive’s U.S. and U.K. income tax returns for the 2019 tax year and to provide assistance to Executive in making estimated tax payments for the balance of the 2019 tax year.

(e) Tax Equalization. In connection with the reconciliation of the difference between Executive’s “actual” tax payments and “stay-at-home tax” for the 2017, 2018 and 2019 tax years during which Executive was on international assignment for WisdomTree in the U.K., Executive acknowledges that in lieu of Executive reimbursing tax equalization amounts owed to the Company as contemplated by Paragraph V.B. of the Relocation Agreement, Executive’s U.S. income tax return for the 2019 tax year instead will reflect taxable income to Executive (if so advised by BDO) of (i) \$271,975 for 2017 and \$44,248 for 2018 as set forth on the annual tax equalization summaries prepared by BDO for

2017 and 2018, which Executive acknowledges were previously provided to Executive and (ii) an amount to be determined by BDO for the period from January 1, 2019 through July 31, 2019 and to be set forth on the 2019 annual tax equalization summary to be prepared by BDO and provided to Executive.

(f) Immigration Related Costs. WisdomTree shall pay or reimburse Executive for the legal costs and filing/application fees associated with Executive obtaining a non-work visa in the U.K. To the extent that Executive pays any such fees, WisdomTree shall reimburse Executive for such fees upon Executive providing WisdomTree with receipts or other reasonably acceptable documentation. As of the date hereof, such non-work visa has been obtained and paid for by WisdomTree.

(g) Health Insurance. Executive shall remain eligible to participate in WisdomTree's group health plan coverage through the last day of the month in which the Termination Date occurs. Thereafter, provided Executive timely elects to continue health coverage for Executive and his eligible dependents under WisdomTree's group health plan in accordance with the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), WisdomTree shall cover COBRA costs for Executive and his eligible dependents until the earlier of July 31, 2020 and the date Executive becomes eligible for health insurance coverage through a new employer. Thereafter, Executive shall be responsible for paying Executive's own COBRA costs if he elects to continue with COBRA coverage. Notwithstanding the foregoing, if COBRA benefits are not available to Executive, WisdomTree shall pay for private health insurance benefits for Executive and his qualified dependents substantially and materially similar to those currently provided to Executive and his qualified dependents until the earlier of July 31, 2020 and the date Executive becomes eligible for health insurance coverage through a new employer.

5. Representations and Agreements. The parties (as applicable) represent and agree that:

(a) Executive and WisdomTree will not take any action or make or cause to be made any statement or comment or communicate any information (whether oral or written) that directly or indirectly disparages or reflects negatively on the other and, as to WisdomTree, on WTI, any direct or indirect subsidiary of WTI (each a "WT Sub" and collectively, the "WT Subs"), any investment company to which WisdomTree, WTI or any WT Sub serves or has served as investment advisor (each a "WT Advised Issuer" and collectively the "WT Advised Issuers"), including without limitation exchange-traded products offered by the WisdomTree Trust, WisdomTree Issuer PLC and Boost Issuer PLC, or any of their respective affiliates, or the respective directors, officers, employees, or businesses of each such entity, except (a) if testifying truthfully under oath pursuant to a court order or subpoena; or (b) in otherwise responding to or providing disclosures required by law. Notwithstanding the foregoing, should Executive fail to abide by the non-disparagement restrictions set forth in this Paragraph 5(a), in addition to the remedies set forth in Paragraph 7 below, WisdomTree, in its sole discretion, may make such public statements as it deems necessary or desirable to clarify or correct any statements or communications made by Executive;

(b) Executive has not and will not remove any records or documents pertaining to WisdomTree, WTI, any WT Sub, WT Advised Issuer or any of its affiliates from the offices of WisdomTree, WTI, any WT Sub, WT Advised Issuer or any of its affiliates (collectively, "WisdomTree's offices") other than documents pertaining to Executive's employment relationship with WisdomTree, except with the express written permission of the Chief Executive Officer of WisdomTree, and Executive will surrender all company materials, whether original, hard-copy or electronic, whether duplicated or otherwise excerpted, regardless of whether made by Executive or others, which Executive has kept at a place other than WisdomTree's offices;

(c) Executive has returned to WisdomTree all property of WisdomTree, WTI, any WT Sub, WT Advised Issuer and any of its affiliates in Executive's possession, including, but not limited to, any company-issued mobile phone(s), tablet(s) and/or laptop computer(s) and charger(s), and office identification and security card(s);

(d) Executive no longer has any authority to act on behalf of WisdomTree, WTI, any WT Sub or WT Advised Issuer in any manner whatsoever, except as expressly authorized by an executive officer of WisdomTree or pursuant to the PSA;

(e) Executive has provided to WisdomTree's Human Resources Department all usernames and passwords for all web portals to which Executive has obtained access on behalf of WisdomTree, WTI, any WT Sub or WT Advised Issuer, and Executive shall no longer attempt to obtain access to such portals;

(f) WisdomTree Europe Ltd. ("WTE"), a wholly-owned subsidiary of WTI, currently leases an apartment for Executive, which lease expires on June 30, 2020 (the "London Lease"). Executive shall use best efforts to replace WTE with Executive as the lessee on the London Lease. Executive shall be solely responsible for all costs and expenses and assume all responsibilities of WTE under the London Lease as of the Termination Date and shall indemnify WTE for all costs and liabilities associated with such lease after the Termination Date; and

(g) Executive shall resign as an officer and director of each WT Sub, WT Advised Issuer and any of its affiliates for which Executive serves in such capacities effective as of the Termination Date.

6. Release and Covenant Not to Sue.

(a) For and in consideration of the agreement by WisdomTree to provide Executive with the sums and benefits set forth in Paragraph 4, above, and for other good and valuable consideration, Executive, on behalf of Executive and Executive's heirs, representatives, executors, administrators, successors, assigns and attorneys, hereby releases and discharges WisdomTree, WTI, WT Subs and WT Advised Issuers, and all of their respective subsidiaries, divisions and affiliated or related companies (collectively, the "Primary Releasees"), and all of the respective current and former directors, officers, stockholders, successors, assigns, agents, representatives and employees of each, and their members, trustees and attorneys (collectively, the "Secondary Releasees," and, together with the Primary Releasees, the "Releasees"), of and from (i) any and all claims Executive ever had, now has, or may have in the future against one or more of the Primary Releasees regarding any cause, matter or thing arising on or before the Effective Date, and (ii) of and from any and all claims Executive ever had, now has or may have in the future against one or more of the Secondary Releasees regarding any cause, matter or thing arising on or before the Effective Date (but, with respect to this clause (ii), only to the extent that the cause, matter or thing relates to Executive's employment by WisdomTree), including, without limitation, all claims regarding Executive's employment by and/or the termination of Executive's employment with WisdomTree, any claim for equitable relief or recovery of monies or damages, claims of breach of contract, wrongful termination, unjust dismissal, defamation, libel or slander, or under any federal, state or local law dealing with discrimination based on age, race, sex, national origin, handicap, religion, disability or sexual preference, any tort, any claim for wages, any claim for breach of a fair employment practice law, including, but not limited to, Title VII of the Civil Rights Act of 1964, the Older Workers Benefit Protection Act, the Civil Rights Act of 1991, the Employee Retirement Income Security Act of 1974, the Americans with Disabilities Act, the Family and Medical Leave Act, the New York State Human Rights Law, the New York City Humans Rights Law, the New York Labor Law, workers compensation laws and any violation of any other local, state or federal law, ordinance or regulation, the common law and any other purported restriction on an employer's right to terminate the employment of employees. It is the understanding and agreement of the parties that the release provided by this Paragraph 6(a) shall be a general release in all respects, except as to the limited release of the Secondary Releasees as provided in subparagraph 6(a)(ii), above. Notwithstanding the foregoing, the aforesaid release does not extend to: (a) those rights and claims that cannot be waived as a matter of law; (b) Executive's rights under this Agreement, including his right to claim entitlement to the payments and other benefits as set forth in this Agreement; or (c) Executive's right to indemnification protections as an



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officer of WTI and/or any of the Releasees as arising under contract, statute, regulation, certificates of incorporation or comparable documents of formation, or by-laws or comparable documents of organization.

(b) Executive specifically releases all claims under the Age Discrimination in Employment Act of 1967, as amended (“ADEA”), relating to Executive’s employment by WisdomTree and its termination.

(c) Pursuant to and as a part of Executive’s complete, total release and discharge of the Primary Releasees as set forth above, and as part of Executive’s limited release and discharge of the Secondary Releasees as set forth above, Executive expressly agrees, to the fullest extent permitted by law, not to sue, file a charge, claim, complaint, grievance or demand for arbitration in any forum, or (except as set forth in this Paragraph 6 and in Paragraph 9 below or as necessary to enforce this Agreement, to obtain benefits described in or granted under this Agreement, or to seek a determination of the validity of the waiver of Executive’s rights under the ADEA) assist or otherwise participate willingly or voluntarily in any claim, arbitration, suit, action, charge, complaint, investigation or other proceeding of any kind which relates to (i) any cause, matter or thing that involves the Primary Releasees and that occurred on or before the Effective Date and (ii) any cause, matter or thing that involves the Secondary Releasees and relates to Executive’s employment by WisdomTree and that occurred on or before the Effective Date. Executive represents that Executive has not filed or initiated any such proceedings against any of the Releasees as of the Effective Date. Nothing in this Agreement shall be interpreted or applied to prohibit Executive from making any good faith report to any governmental agency or other governmental entity concerning any acts or omissions that Executive may believe constitute a possible violation of federal or state law or making other disclosures that are protected under the whistleblower provisions of applicable federal or state law or regulation. Nothing in this Agreement shall be construed to prohibit Executive from filing a charge with or participating in any investigation or proceeding conducted by the Equal Employment Opportunity Commission (“EEOC”) or a comparable state or local agency. In addition, for the avoidance of doubt, pursuant to the federal Defend Trade Secrets Act of 2016, Executive shall not be held criminally or civilly liable under any federal or state trade secret law or under this Agreement, the Employment Letter or the Relocation Agreement for the disclosure of a trade secret that (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Notwithstanding the foregoing, Executive agrees to waive Executive’s right to recover monetary damages in any charge, complaint, or lawsuit filed by Executive or by anyone else on Executive’s behalf with the EEOC or a comparable state or local agency. For the avoidance of doubt, this Agreement does not limit Executive’s right to receive an award for information provided to any government agency or entity other than the EEOC or a comparable state or local agency. Except as otherwise provided in this Paragraph 6, Executive will not voluntarily participate in any judicial proceeding of any nature or description against any of the Releasees that in any way involves a claim that is released by Executive in this Agreement. By way of clarification, nothing in the foregoing release (or in any other provision of this Agreement) shall prohibit, limit or restrict Executive from asserting a claim arising under the PSA.

(d) Executive acknowledges that he fully understands and agrees that the foregoing release shall operate as a complete defense to any claim or entitlement which hereafter may be asserted by Executive against any and all of the Releasees for or on account of any matter or thing whatsoever arising out of or in any way based upon the circumstances, facts and events relating to Executive’s employment by and separation from employment with WisdomTree, or to any claim made by Executive against any of the Releasees arising from such circumstances, facts and events.

(e) (i) Executive is specifically agreeing to the terms of the release set forth above because WisdomTree has agreed to pay Executive money and to provide other benefits to which Executive was not otherwise entitled under WisdomTree’s policies or the law and has provided such other

good and valuable consideration as specified herein. WisdomTree has agreed to provide this consideration because of Executive's agreement to accept it in full settlement of all possible claims Executive might have or ever had against the Primary Releasees (and all claims against the Secondary Releasees that Executive has released as provided above), and because of Executive's execution of the Agreement.

7. Breach of This Agreement. Executive recognizes and agrees that Executive's representations and obligations under this Agreement and Executive's complete, total release and discharge of the Primary Releasees and limited release and discharge of the Secondary Releasees as set forth in Paragraph 6 above are an indispensable part of WisdomTree's agreement to provide the consideration set forth in Paragraph 4 above, and it is understood and agreed that Executive's failure to comply with the terms and conditions set forth in this Agreement would, to the fullest extent permitted by law, constitute a breach of this Agreement. In the event Executive breaches the material terms of this Agreement and fails to cure any such breach (to the extent curable) within ten (10) days of his receipt of written notice thereof from WisdomTree, or contests the enforceability of this Agreement, Executive agrees that WisdomTree, in addition to any other rights, defenses or remedies which it may have in such circumstances, may discontinue any further consideration payments, including continued vesting of equity awards. The remedies set forth in this Paragraph 7 shall not apply to any challenge to the validity of the waiver and release of Executive's rights under the ADEA. In the event Executive challenges the validity of the waiver and release of Executive's rights under the ADEA, then WisdomTree's right to attorneys' fees and costs shall be governed by the provisions of the ADEA, provided that the same shall not affect or impair any of Executive's obligations under this Agreement, including without limitation, his release of non-ADEA claims in Paragraph 6 hereof. The parties further agree that nothing herein shall preclude WisdomTree or Executive (as the case may be) from recovering attorneys' fees, costs or any other remedies specifically authorized under applicable law.

8. Cooperation. Executive agrees to reasonably cooperate with WisdomTree and any of the other Releasees in their defense of or other participation in any administrative, judicial or other proceeding arising from any charge, complaint, grievance, claim, lawsuit, arbitration, investigation or action which has been or may be filed or commenced in which WisdomTree or any of the other Releasees is a party and wherein Executive has knowledge of the underlying facts as a result of Executive's employment with WisdomTree. WisdomTree shall reimburse Executive for reasonable, pre-approved travel (and if applicable, lodging) expenses incurred in connection with Executive's compliance with this Paragraph 8. Executive agrees that Executive will not encourage or cooperate or otherwise participate or confer with any current or former employee of WisdomTree or any of the other Releasees, individually or collectively, or any potential plaintiff, to commence any legal action or make any claim against WisdomTree or the other Releasees with respect to such person's employment with same; provided, however, that nothing in this Agreement shall prohibit Executive from cooperating with the EEOC or a comparable state or local agency if required by law.

9. Confidentiality. Executive agrees to keep the terms and existence of this Agreement confidential and not to disclose its terms or existence to third parties except for Executive's spouse, his immediate family members, and his financial, tax and legal advisors or if required to divulge such confidential information by law or pursuant to subpoena, court order or other compulsory process, or unless WisdomTree has made such terms publicly available in a filing with the Securities and Exchange Commission. Executive expressly acknowledges and agrees that Executive's compliance with this Paragraph 9 is a material term of this Agreement.

10. Code Section 409A.

(a) All in-kind benefits provided and expenses eligible for reimbursement under this Agreement shall be provided by WisdomTree or incurred by Executive during the time periods set forth in this Agreement. All reimbursements shall be paid as soon as administratively practicable, but in no

event shall any reimbursement be paid after the last day of the taxable year following the taxable year in which the expense was incurred. The amount of in-kind benefits provided or reimbursable expenses incurred in one taxable year shall not affect the in-kind benefits to be provided or the expenses eligible for reimbursement in any other taxable year (except for any lifetime or other aggregate limitation applicable to medical expenses). Such right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

(b) The parties intend that this Agreement will be administered in compliance with Section 409A. To the extent that any provision of this Agreement is ambiguous as to its exemption from or compliance with Section 409A, the provision shall be read in such a manner so that all payments hereunder are exempt from, or comply with, Section 409A. Each payment pursuant to this Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2). This Agreement may be amended, as reasonably requested by either party, and as may be necessary to fully comply with Section 409A and all related rules and regulations in order to preserve the payments and benefits provided hereunder without additional cost to either party.

(c) WisdomTree makes no representation or warranty and shall have no liability to Executive or any other person if any provision of this Agreement is determined to constitute deferred compensation subject to Section 409A but does not satisfy an exemption from, or the conditions of, Section 409A.

11. Miscellaneous.

(a) Executive acknowledges and warrants that Executive has had the opportunity to consider fortwenty-one (21) days the terms and provisions of this Agreement. Executive shall have the right to revoke this Agreement during the period of seven (7) days following Executive's execution of this Agreement, by giving written notice of such revocation to WisdomTree. This Agreement shall not become effective until the eighth day following Executive's execution of it, provided Executive does not revoke the Agreement during that time (the "Effective Date"). For the avoidance of any doubt, if Executive does not timely execute this Agreement by August 30, 2019, the terms of this Agreement will be null and void *ab initio*, WisdomTree shall have no further obligations to Executive pursuant to this Agreement, and July 31, 2019 shall be the Termination Date.

(b) This Agreement states the entire agreement between the parties regarding Executive's termination of employment and supersedes any and all prior oral or written agreements or understanding between the parties regarding the subject matter hereof, including the Employment Letter and the Relocation Agreement, but with the exception of (i) the arbitration provisions set forth in Appendix A to the Relocation Agreement and (ii) the provisions of Paragraph 4 of the Employment Letter, each of which shall remain in full force and effect according to their terms and are hereby confirmed and ratified. No party to this Agreement has relied on any representations in entering into this Agreement other than as set forth herein. Executive acknowledges and agrees that if Executive does not timely accept and execute the Agreement as set forth herein without revocation, the Agreement (including any and all obligations of WisdomTree to provide the consideration set forth above) shall be deemed null and void *ab initio*.

(c) The waiver by any party of a breach of any provision hereof shall not operate or be construed as a waiver of any other breach of any party. No amendment or modification of this Agreement shall be valid or binding upon the parties unless in writing and signed by both parties.

(d) If any provision of this Agreement is held invalid and unenforceable by a court or arbitrator of competent jurisdiction, the remainder of this Agreement will remain in full force and effect according to its terms. If any provision is held invalid or unenforceable with respect to particular circumstances, it will remain in full force and effect in all other circumstances. If any one or more

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provisions in the Agreement is held to be excessively broad as to duration, scope, activity or subject, the court or arbitrator may limit and reduce any such provisions so as to render them enforceable to the maximum extent compatible with applicable law.

(e) The terms of this Agreement and all rights and obligations of the parties hereunder, and the enforcement of the Agreement, will be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of laws. The parties expressly agree that the sole and exclusive venue for resolution of disputes between them arising out of this Agreement or its performance shall be in New York County. The arbitration provisions set forth in Appendix A to the Relocation Agreement shall govern any arbitration proceeding between Executive and WisdomTree arising under this Agreement.

(f) Nothing herein shall be deemed to constitute an admission of wrongdoing by WisdomTree or the other Releasees. Neither this Agreement nor any of its terms shall be used as an admission or introduced as evidence as to any issue of law or fact in any proceeding, suit or action, other than an action to construe or enforce this Agreement, or for the breach or alleged breach thereof.

(g) Executive acknowledges that Executive has read this Agreement in its entirety, fully understands its meaning and is executing this Agreement voluntarily and of Executive's own free will with full knowledge of its significance. Executive acknowledges and warrants that Executive has had ample opportunity to consider the terms and provisions of the Agreement and that WisdomTree advised Executive to consult with an attorney prior to executing this Agreement.

(h) All notices under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by certified or registered mail, (iii) by a nationally recognized overnight courier (for example and not by way of limitation: Federal Express, United Parcel Service), or (iv) by email (with confirmation of transmission), in each case addressed to the party to receive the same at its address identified below its signature on the signature page hereto, or such other address as the party to receive the same shall have specified by written notice to the other party given in the manner provided for in this Paragraph 11(h). All such notices so addressed shall be deemed given (i) when delivered, if delivered personally to the intended recipient or if sent by e-mail and a confirmation of receipt is obtained, (ii) one business day after sending, if sent by a nationally recognized courier service with signature required for delivery, or (iii) three (3) business days after being mailed, if sent by certified or registered mail, postage prepaid, return receipt requested.

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IN WITNESS THEREOF, the parties hereto have duly executed this Agreement as of the dates set forth below. For purposes of referring to the date of this Agreement, the date this Agreement is countersigned by WisdomTree shall be the date of this Agreement, although the Effective Date shall be as provided in Paragraph 11(a), above.

**WISDOMTREE ASSET MANAGEMENT, INC.**

By: /s/ Peter M. Ziemba  
Peter M. Ziemba  
Executive Vice President and  
Chief Administrative Officer

Date of Execution by WisdomTree: August 27, 2019

Notice Address:  
245 Park Avenue, 35<sup>th</sup> Floor  
New York, NY 10167  
Attention: Legal Department  
E-mail: legalnotice@wisdomtree.com

**Acknowledged and Agreed by Executive:**

/s/ David Abner  
David Abner

Date of Execution by Executive: August 27, 2019

**PROFESSIONAL SERVICES AGREEMENT**

This PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is entered into as of August 1, 2019 (“Effective Date”), by and between WisdomTree Investments, Inc., a Delaware corporation with principal offices at 245 Park Avenue, 35<sup>th</sup> Floor, New York, NY 10167 (the “Company”), and David Abner (the “Service Provider”).

WHEREAS, the Company, through its subsidiaries and affiliates, is a global asset manager and sponsor of exchange-traded products (“ETPs”);

WHEREAS, the Service Provider has extensive experience in capital markets and the development and related execution of ETPs; and

WHEREAS, the Company seeks to benefit from the Service Provider’s expertise and desires to engage the Service Provider as an independent contractor to advise, and the Service Provider is willing to advise, the Company and its subsidiaries or affiliates with respect to the Company’s product development and launch of certain products and other matters on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, representations and covenants herein contained, the parties hereto agree as follows:

**1. Services.**

(a) The Company hereby engages the Service Provider as an independent contractor to provide the services described in Schedule A to this Agreement (the “Services”) on behalf of the Company (or any of its subsidiaries or affiliates as requested by the Company). Any changes or addendum to this Agreement or Schedule A and any additional services not listed in this Agreement (including in Schedule A) must be approved in a writing signed by the parties (with any such additional services being subject to the terms and conditions of this Agreement).

(b) The Service Provider shall provide the Services in a diligent, competent and professional manner, in furtherance of the best interests of the Company. The Company shall express its general expectations with respect to the Services being provided, and the Service Provider alone shall determine the method, details, manner and means of the Services, including, but not limited to, the time and place the Service Provider performs the Services. The Company does not have the right to and will not direct or supervise the Service Provider, though the Company may determine in its own discretion whether or not to adopt or otherwise implement the recommendations or other results of the Services. The Company will not direct or limit the Service Provider’s hours, schedule, time off or other similar activities.

(c) The Company acknowledges that the Service Provider is not providing (and will not be required to provide) the Services exclusively to the Company, and that the Service Provider may provide services similar to the Services to other parties as long as the Service Provider’s provision of such services to other parties does not interfere with the Service Provider’s performance under this Agreement; provided, however, to avoid any conflicts of interest, the Service Provider agrees that, during the term of this Agreement, he shall not perform work for any other person or entity on any project for which the Service Provider has been engaged by the Company to provide Services, except as mutually agreed in writing by the Company and the Service Provider. In furtherance of the foregoing, to the extent there is a conflict in time committed by the Service Provider to the Company and to that of another client, the Service Provider agrees to prioritize the Services to the Company. The Service Provider represents that, during the term of this Agreement, he will not accept any outside employment with any party, but the Service Provider may provide consulting services, including services similar to the Services, to other parties in accordance with the terms of this Agreement.

**2. Term of Agreement.** Unless this Agreement and the Services are earlier terminated pursuant to Section 4 below, this Agreement shall become effective on the Effective Date and shall continue in full force and effect for a period of twelve (12) months from the Effective Date, through July 31, 2020. Any extension of the term of this Agreement will be subject to the mutual written agreement of the parties.

**3. Compensation; Fees.** In consideration of the provision of the Services to be rendered by the Service Provider and the rights granted to the Company under this Agreement, the Company shall pay the Service Provider as follows:

(a) **Monthly Fee.** The Company shall pay the Service Provider a fee of \$27,083.33 per month, payable monthly in arrears (and prorated for partial calendar months). Payment will be made based on monthly invoices submitted by the Service Provider to the Company and the Company will pay the Service Provider's invoices no later than fifteen (15) business days from its receipt of such invoices. All payments made by the Company shall be made in U.S. dollars. The Company's aforesaid payment obligation is conditioned on its receipt from the Service Provider of a properly completed IRS Form W-9.

(b) **Expense Reimbursement.** The Company shall reimburse the Service Provider for all reasonable out-of-pocket travel expenses incurred by the Service Provider in connection with his delivery of the Services (e.g., airfare, lodging and meals while travelling, in each case in accordance with the Company's travel and expense reimbursement guidelines). The Company shall make such reimbursements of the Service Provider's travel-related expenses following the completion of the applicable Service to which such travel relates, based on invoices provided by the Service Provider. No other expenses shall be reimbursed by the Company unless specifically agreed to in writing by the Company in advance of the incurrence thereof by the Service Provider. All other expenses incurred by the Service Provider in the provision of the Services shall be borne by the Service Provider.

(c) **Success Fee.** Following completion of the delivery of the Services to the Company's satisfaction, the Service Provider may be eligible to receive a bonus or success fee (the "Success Fee"). However, the decision to provide any Success Fee and the amount and terms thereof shall be in the sole and absolute discretion of the Company.

(d) The Service Provider acknowledges that he will receive an IRS Form 1099-MISC from the Company, and that he shall be solely responsible for all federal, state, and local taxes, as set forth in Section 5(b).

**4. Termination; Non-Competition.**

(a) This Agreement may be terminated at any time during the term, without liability to either party, as follows: (i) upon mutual consent of the parties; (ii) by either party for any reason or no reason upon at least ninety (90) calendar days' prior written notice to the other party, with the date of termination to be the date specified in such notice, which date shall be at least ninety (90) calendar days after the date such notice is deemed given as provided in Section 13(b), and provided that neither party may provide written notice of termination to the other party pursuant to this Section 4(a)(ii) prior to November 4, 2019; (iii) immediately by either party if the other party is in breach of any material term or condition of this Agreement and such breach has not been cured, to the extent curable, within ten (10) days of the provision of written notice thereof by the aggrieved party to the breaching party; (iv) immediately by the Company, if the Service Provider is convicted of a crime, engages in serious misconduct in connection with the performance of the Services or is accused of conduct such that the Company believes in good faith that continuing its association with the Service Provider would bring the Company into disrepute or otherwise damage the Company's business, brand or prospects; or

(v) immediately by either the Company or the Service Provider, if the other party: (A) terminates its business activities or becomes insolvent; (B) admits in writing of its inability to pay its debts as they mature; (C) makes an assignment for the benefit of creditors; or (D) becomes subject to direct control of a trustee, receiver or similar authority. Notwithstanding anything herein to the contrary, if this Agreement is terminated by the Service Provider, then to the extent requested by the Company, he shall honor all prior commitments for speaking engagements and events that have, prior to the date of such termination, been scheduled and confirmed by the Company and the Service Provider for dates which follow the termination date, unless otherwise agreed to by the parties in writing, and, in such circumstances, the Company will pay the Service Provider his fee under this Agreement until such time as the Service Provider has completed the foregoing Services. Sections 5 (Independent Contractor) through and including Section 13 (Miscellaneous) shall survive the expiration or termination of this Agreement.

(b) For a period of ninety (90) calendar days after the date of termination of this Agreement, the Service Provider shall not engage or participate, directly or indirectly, whether as an officer, director, employee, partner, consultant, holder of an equity or debt investment, lender, or in any other manner or capacity (collectively, "Participate") in the affairs of any entity that engages in, or as a result of the Service Provider's engagement or participation would engage in, activities relating to crypto-currency products or products integrating the use of blockchain technology ("Prohibited Activity"), *unless* (i) such entity engages in activities other than the Prohibited Activity and (ii) the Service Provider does not Participate in the Prohibited Activity of such entity.

#### **5. Independent Contractor.**

(a) It is expressly understood and agreed that the Service Provider is an independent contractor, that the Service Provider shall not be deemed to be the agent or employee of the Company or of any of its subsidiaries or affiliates for any purpose whatsoever, and that the Service Provider is not hereby granted any right or authority to assume or create any obligation or liability express or implied on behalf of or in the name of the Company or to bind the Company in any manner or thing whatsoever. The Service Provider has no authority (and shall not hold himself out as having authority) to bind the Company and shall not make any agreements or representations on the Company's behalf without the Company's prior written consent. Nothing in this Agreement shall be construed as creating an employer-employee relationship, or as a guarantee of a future offer of employment, or any association, partnership, joint venture or agency relationship between the Service Provider and the Company for any purpose.

(b) Both parties acknowledge that the Service Provider is not an employee of the Company or any of its subsidiaries or affiliates for state or federal tax purposes, that the Service Provider shall be solely responsible for all taxes, withholdings and other statutory, regulatory or similar obligations in respect of the payments made by the Company to the Service Provider under this Agreement (including, but not limited to, those relating to Social Security, workers' compensation, disability insurance, unemployment compensation coverage, income taxes, etc.). Without limiting the foregoing, neither the Service Provider, nor anyone acting on his behalf, shall be eligible to participate in any of the Company's employee benefit programs, fringe benefits, group insurance arrangements or similar plans offered by the Company or any of its subsidiaries or affiliates to their respective employees. In addition, neither the Service Provider, nor anyone acting on his behalf, shall be entitled to unemployment benefits in the event this Agreement terminates, or workers' compensation benefits from or on behalf of the Company in the event the Service Provider or such person is injured in any manner while performing the Services hereunder, even if the Service Provider or such other person is determined to be a common law or statutory employee of the Company or any of its subsidiaries or affiliates. Any persons engaged by the Service Provider in connection with the performance of the Services shall be the Service Provider's employees or contractors and the Service Provider shall be fully responsible for them and indemnify the Company against any claims made by or on behalf of any such employee or contractor.



(c) The Service Provider agrees to comply with all applicable federal, state, local and foreign laws, rules, and regulations, including but not limited to laws, rules and regulations pertaining to fair and ethical business practices, insider trading, and avoiding harassment in the workplace.

## **6. Confidentiality.**

(a) The Service Provider acknowledges that during the term of this Agreement, the Service Provider will have access to and become acquainted with confidential, sensitive and proprietary and/or trade secret information belonging to the Company, its subsidiaries and affiliates (“Confidential Information”). The Service Provider acknowledges that information may be Confidential Information even though not expressly stamped or identified as such, and the Service Provider shall treat all information in the general categories identified above as Confidential Information. The Service Provider further acknowledges and agrees that Confidential Information is highly confidential, is valuable to the Company, is the sole property of the Company, and that the protection and preservation of Confidential Information by the Service Provider is absolutely vital to the continued success of the business of the Company, its subsidiaries and affiliates. Accordingly, without the prior written consent of the Company, the Service Provider shall not disclose, reveal, or divulge to any person any Confidential Information or trade secrets of the Company, directly or indirectly, in whole or in part, or use them in any way, except in the course of the Service Provider’s engagement under this Agreement in the performance of the Services. The Service Provider agrees to notify the Company immediately in the event he becomes aware of any loss or unauthorized disclosure of any Confidential Information. Any Confidential Information that is developed by the Service Provider in connection with the Services, including but not limited to any Works (as provided in Section 8), shall be subject to the terms and conditions of this Section 6.

(b) Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to subpoena or the valid order of a court of competent jurisdiction or an authorized government agency, provided that such disclosure does not exceed the extent of disclosure required by such subpoena, law, regulation, or order. The Service Provider agrees to provide written notice of any such subpoena or order to an authorized officer of the Company within two (2) business days of receiving such subpoena or order, but in any event sufficiently in advance of making any disclosure to permit the Company to contest the subpoena or order or seek confidentiality protections, as determined in the Company’s sole discretion and at its sole expense. Notwithstanding any other provision of this Agreement, the Service Provider will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that: (i) is made: (x) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (y) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(c) The Service Provider acknowledges that during the term of this Agreement, the Service Provider may become aware of material, non-public information regarding the Company and that applicable securities laws may prohibit purchasing or selling the Company’s common stock while in possession of such information or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities. The Service Provider agrees that Service Provider and his affiliates will not purchase or sell any securities of the Company while in possession of such information in a manner that violates applicable law.

**7. Return of Company Property.** Upon termination (for any reason) of the Service Provider’s engagement and of this Agreement, or at any other time the Company demands, the Service Provider shall deliver promptly to the Company (or destroy upon written request from the Company in its sole discretion) all property, materials and documentation (whether in tangible or electronic, digital, magnetic or other form) relating to or belonging to the Company, its subsidiaries and affiliates, including without limitation, all memoranda, notes, records, reports, manuals, customer/client lists, employee lists, referral source lists, vendor

service lists, software programs, and any other documents, whether or not of a confidential nature, belonging to the Company, including all copies of such materials which the Service Provider may then possess or have under the Service Provider's control (collectively, "Company Property"). Such Company Property includes all deliverables provided by the Service Provider in connection with his provision of Services hereunder (whether complete or incomplete) and any materials provided to the Service Provider by the Company. The Service Provider further agrees that upon expiration or termination (for any reason) of the Service Provider's engagement and this Agreement, the Service Provider shall not retain any document, data or other materials containing or pertaining to Confidential Information or Company Property, and shall permanently erase all Confidential Information and Company Property from the Service Provider's computer systems. Upon the request of the Company, the Service Provider will certify in writing to the Company that the requirements of this Section 7 have been complied with.

**8. Ownership of Works.** All artwork, articles, materials, memoranda, reports, research, improvements or any other works, created or developed by the Service Provider (or on behalf of the Service Provider) pursuant to the Service Provider's engagement by the Company, including, but not limited to those listed in Schedule A (whether alone or in conjunction with any other person, and regardless of form) (collectively, the "Works") shall be the sole, exclusive and absolute property of the Company for any and all purposes whatsoever, and the Service Provider hereby irrevocably assigns to the Company all of the Service Provider's right, title and interest in and to the Works (including, without limitation, any copyright, trademark, patent or other intellectual property right therein). The Service Provider further agrees that the Service Provider does not have, will not claim to have and will not attempt to register in his own name any right, title or interest of any kind or nature whatsoever in or to such Works. Any assignment of copyrights in the Works under this Agreement includes all rights of paternity, integrity, disclosure, and withdrawal and any other rights that may be known as "moral rights" (collectively, "Moral Rights"). The Service Provider hereby irrevocably waives, to the extent permitted by applicable law, any and all claims he may now or hereafter have in any jurisdiction to any Moral Rights with respect to the Works. To the extent applicable, each such Work shall be deemed a "work made for hire" under the United States Copyright Act and other applicable copyright laws, and the Service Provider further agrees to execute any and all documents reasonably required by the Company in order to evidence or perfect the Company's ownership of such Works, and the copyrights, trademarks, patents or other intellectual property rights therein, in each case without additional compensation. In addition to its other rights, the Company shall have the exclusive right to register with the United States Copyright Office, United States Patent and Trademark Office and similar agencies worldwide the copyright, patent, trademark, trade secret or similar right in all such Works in its name in accordance with the requirements of applicable law.

**9. Use of the Service Provider's Name, Likeness and Information.** The Service Provider hereby grants to the Company, its subsidiaries and affiliates, and each of their respective direct and indirect successors, licensees, and assigns, the right during the term of this Agreement to use the Service Provider's name, and image, likeness, biographical and professional information in the form which the Service Provider provides to the Company from time-to-time, and any other relevant factual information about the Service Provider that is publicly available, solely in connection with the Services and deliverables of the Service Provider hereunder. The Company and each of its wholly-owned subsidiaries (each, a "WisdomTree Entity," and collectively, the "WisdomTree Entities") shall be entitled to identify the Service Provider as a "Senior Advisor." For purposes of clarity, the grant in this Section 9 includes the right of the Company and the WisdomTree Entities, and each of their successors and assigns, during the term of this Agreement, to refer to the Service Provider, including as a "Senior Advisor," in information on the Company's and any WisdomTree Entity's website and written materials, including marketing materials (which may include references in blogs or other social media accounts), including, without limitation, in the context of the Company's and any WisdomTree Entity's advisor solutions program (or successor program) provided to third-party financial advisers and/or other persons or entities.

## 10. Representations and Warranties.

(a) The Service Provider hereby represents and warrants to the Company that: (i) he has the right, power and authority to enter into this Agreement, to grant the rights granted herein and to perform fully all of his obligations in this Agreement; (ii) when executed and delivered by the Service Provider, this Agreement will constitute the legal, valid and binding obligation of the Service Provider, enforceable against the Service Provider in accordance with its terms; (iii) the Service Provider's entering into this Agreement with the Company and his performance of the Services do not and will not conflict with or result in any breach or default under any other agreement to which the Service Provider is subject; (iv) the Service Provider has the required skill, experience, and qualifications to perform the Services, which shall be performed in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services (including using reasonable care to check the accuracy of the facts and statements included in materials provided in connection with the Services) and the Service Provider shall devote sufficient time and/or resources to ensure that the Services are performed in a timely and reliable manner; (v) the Service Provider shall perform the Services in compliance with all applicable federal, state, and local laws and regulations; (vi) the Service Provider will not transmit any harmful or malicious code, files, scripts, agents, programs or the like in connection with the Services, to the extent any deliverables are provided electronically; (vii) the Company will receive good and valid title to all deliverables and results of the Services, including all Works, free and clear of all encumbrances and liens of any kind; and (viii) all deliverables and results of the Services, including all Works, (x) are and shall be the Service Provider's original work (except for material in the public domain or provided by the Company) and do not and will not violate or infringe upon the intellectual property right or any other right whatsoever, including any copyright, trademark, patent, trade secret, right of publicity or privacy, of any person, firm, corporation, or other entity, and (y) do not contain unlawful matter or any materials that the Service Provider is under an obligation to keep confidential.

(b) The Company hereby represents and warrants to the Service Provider that: (i) it has the requisite corporate right, power, and authority to enter into this Agreement and to perform its obligations hereunder; (ii) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action; and (iii) when executed and delivered by the Company, this Agreement will constitute the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.

## 11. Indemnification.

(a) The Service Provider agrees to and shall indemnify, defend, and hold harmless the Company, its subsidiaries and affiliates, and its and their respective then-current and former officers, directors, shareholders, affiliates, employees, agents, successors and assigns, against any and all third-party costs, claims, demands, suits, actions, causes of action, liabilities, losses, and expenses (including without limitation reasonable attorneys' fees) (collectively, "Claims") arising from (i) the Service Provider's breach of any obligation or representation under this Agreement; (ii) any gross negligence or willful misconduct of the Service Provider or his agents, contractors, or employees; and/or (iii) the Service Provider's unapproved, unauthorized or improper use of Company Property (including any Confidential Information).

(b) The Company agrees to and shall indemnify, defend, and hold harmless the Service Provider against any and all third-party Claims arising from (i) the Company's breach of any obligation or representation under this Agreement; and/or (ii) the gross negligence or willful misconduct of the Company.

**12. Equitable Relief.** The Service Provider hereby acknowledges and agrees that, in the event that the Service Provider violates any provision of Section 6 (Confidentiality), Section 7 (Return of Company Property) or Section 8 (Ownership of Works) of this Agreement, the Company will be without an adequate remedy at law and, accordingly, will be entitled to seek to enforce such restrictions by temporary or permanent injunctive or other mandatory relief in any action or proceeding, without the necessity of posting bond, and without prejudice

to any other remedies which it may have at law or in equity in such circumstances. The Service Provider further agrees that in the event of any unauthorized publication by the Service Provider of Confidential Information, the Company shall automatically own the copyright in such publication.

### 13. Miscellaneous.

(a) *Assignment.* This Agreement is personal to the Service Provider and the Service Provider shall not assign or otherwise transfer any of his rights, or delegate, subcontract, or otherwise transfer any of his obligations or performance, under this Agreement without the Company's prior written consent. Any purported assignment, delegation, or transfer in violation of the foregoing shall be deemed null and void. The Company may freely assign its rights and delegate its obligations under this Agreement at any time to (i) an entity that acquires a majority ownership interest in the Company or substantially all of the Company's business or assets, whether by merger, reorganization, acquisition, sale or otherwise; or (ii) any of its subsidiaries or affiliates. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the parties hereto and their respective successors and permitted assigns.

(b) *Notices.* All notices under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by certified or registered mail, (iii) by a nationally recognized overnight courier (for example and not by way of limitation: Federal Express, United Parcel Service), or (iv) by email (with confirmation of transmission), in each case addressed to the party to receive the same at its address identified below its signature on the signature page hereto, or such other address as the party to receive the same shall have specified by written notice to the other party given in the manner provided for in this Section 13(b). All such notices so addressed shall be deemed given (i) when delivered, if delivered personally to the intended recipient or if sent by e-mail and a confirmation of receipt is obtained, (ii) one business day after sending, if sent by a nationally recognized courier service with signature required for delivery, or (iii) three (3) business days after being mailed, if sent by certified or registered mail, postage prepaid, return receipt requested. Day-to-day communications made in the context of the provision and receipt of the Services in the ordinary course shall not be deemed "notices" under this Section 13(b) and may be made by e-mail.

(c) *Construction; Severability.* Notwithstanding any rules of construction to the contrary, no terms, provisions or conditions of this Agreement shall be construed against any party hereto by virtue of the drafting or preparing of this instrument by such party or its or his attorney. Any ambiguity or uncertainty existing herein shall not be interpreted or construed against any party hereto. If any term or provision of this Agreement is determined to be invalid, illegal or unenforceable in any jurisdiction by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby may be consummated as originally contemplated to the greatest extent possible.

(d) *No Waiver.* No act, delay or omission done, suffered or permitted by one party or its subsidiaries, affiliates, delegates or assignees shall be deemed to waive, exhaust or impair any right, remedy or power of such party hereunder, or to relieve the other party from the full performance of this Agreement, no waiver by any party of any right or remedy under this Agreement shall be deemed to be a waiver of any other or subsequent right or remedy under this Agreement, and no waiver of any term, covenant or condition of this Agreement shall be valid unless in writing and signed by the party waiving such term, covenant or condition.

(e) *Entire Agreement; Amendment.* This Agreement and Schedule A set forth the entire understanding of the parties with respect to the subject matter hereof, and no statement, representation, warranty or covenant has been made by either party except as expressly set forth herein. This Agreement supersedes and cancels all prior and contemporaneous understandings agreements between the parties, whether written or oral, relating to the Services of the Service Provider. No amendment or alteration of the terms of this Agreement shall be valid unless made in writing and signed by both parties.

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(f) *Governing Law; Venue.* This Agreement shall be construed and interpreted under the internal laws of the State of New York without giving effect to any choice or conflict of law principles. Each party irrevocably submits to the exclusive jurisdiction of the appropriate federal and state courts located in the City and County of New York in any legal suit, action, or proceeding arising out of or related to this Agreement.

(g) *Counterparts.* This Agreement may be executed in multiple counterparts and by electronic (.pdf) signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

*[remainder of page intentionally left blank]*

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the Effective Date.

**WISDOMTREE INVESTMENTS, INC.**

By: /s/ Peter M. Ziemba  
Name: Peter M. Ziemba  
Title: Executive Vice President and  
Chief Administrative Officer

/s/ David Abner  
David Abner, individually