

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

**Form 10-K/A
Amendment No. 1**

(Mark One)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For fiscal year ended December 31, 2020

or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____.

Commission File Number 001-10932

WisdomTree Investments, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

13-3487784
(IRS Employer
Identification No.)

245 Park Avenue, 35th Floor
New York, New York
(Address of principal executive offices)

10167
(Zip Code)

212-801-2080
(Registrant's Telephone Number, Including Area Code)

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

Title of each class:
Common Stock, \$0.01 par value

Name of each exchange on which registered:
The NASDAQ Stock Market LLC

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

None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

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

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

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

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

At June 30, 2020, the aggregate market value of the registrant's Common Stock held by non-affiliates (computed by reference to the closing sale price of such shares on the NASDAQ Global Select Market on June 30, 2020) was \$478,656,235. At February 8, 2021, there were 149,815,815 shares of the registrant's Common Stock outstanding.

Explanatory Note

This Form 10-K/A Amendment No. 1 to the Annual Report on Form 10-K for the year ended December 31, 2020, as originally filed on February 19, 2021 (the "Original Filing"), of WisdomTree Investments, Inc. is being filed for the sole purpose of filing exhibits thereto as required by certain rules under Regulation S-K as follows:

ITEM 15. EXHIBITS; FINANCIAL STATEMENT SCHEDULES

(b). Exhibits

- 10.21 Employment Agreement between the Registrant and Alexis Marinof, dated June 8, 2017
- 10.22 Amendment to Employment Agreement between the Registrant and Alexis Marinof, dated July 20, 2017
- 10.23 Form of Performance-Based Restricted Stock Unit Award Agreement for U.S. Executive Officers after January 1, 2021
- 10.24 Form of Performance-Based Restricted Stock Unit Award Agreement for U.K. Executive Officers after January 1, 2021
- 31.1 Rule 13a-14(a) / 15d-14(a) Certification
- 31.2 Rule 13a-14(a) / 15d-14(a) Certification
- 31.3 Rule 13a-14(a) / 15d-14(a) Certification
- 32.1 Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

Except as expressly noted herein, this Form 10-K/A Amendment No. 1 does not modify or update in any way disclosures made in the Original Filing. The Original Filing continues to speak as of the date of the Original Filing, and we have not updated the disclosures contained therein to reflect any events that occurred at a date subsequent to the filing of the Original Filing other than expressly indicated in this Form 10-K/A and this amendment does not reflect events occurring after the filing of the Original Filing. Accordingly, this Form 10-K/A Amendment No. 1 should be read in conjunction with the Original Filing and our other filings made with the SEC on or subsequent to February 19, 2021.

Unless otherwise indicated, references to "the Company," "we," "us," "our" and "WisdomTree" mean WisdomTree Investments, Inc. and its subsidiaries.

WisdomTree® and Modern Alpha® are registered trademarks of WisdomTree Investments, Inc. in the United States and in other countries. All other trademarks are the property of their respective owners.

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description</u>
10.21*	<u>Employment Agreement between the Registrant and Alexis Marinof, dated June 8, 2017</u>
10.22*	<u>Amendment to Employment Agreement between the Registrant and Alexis Marinof, dated July 20, 2017</u>
10.23*	<u>Form of Performance-Based Restricted Stock Unit Award Agreement for U.S. Executive Officers after January 1, 2021</u>
10.24*	<u>Form of Performance-Based Restricted Stock Unit Award Agreement for U.K. Executive Officers after January 1, 2021</u>
31.1*	<u>Rule 13a-14(a) / 15d- 14(a) Certification</u>
31.2*	<u>Rule 13a-14(a) / 15d- 14(a) Certification</u>
31.3*	<u>Rule 13a-14(a) / 15d- 14(a) Certification</u>
32.1*	<u>Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</u>

* Filed herewith

DATED

08 June 2017

Employment contract

Between

WISDOMTREE EUROPE LTD

And

Alexis Marinof

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PARTIES

- (1) WisdomTree Europe Ltd (the “**Company**”), incorporated in England and Wales and with its registered address at 31 – 41 Worship Street, London, EC2A 2DX.
- (2) Alexis Marinof (the “**Employee**”).

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause 1.1 apply in this agreement.

Appointment: the employment of the Employee by the Company on the terms of this agreement.

Associated Company: any company which is a holding company or a subsidiary of a holding company (other than the Company) from time to time where the expressions “subsidiary” and “holding company” shall have the meanings given to them by section 1159 and schedule 7 of the Companies Act 2006 provided that the term “subsidiary” shall include a subsidiary undertaking (as defined in section 1162 (2) of the Companies Act 2006).

Associated Employer: has the meaning given to it in the Employment Rights Act 1996.

Board: the board of directors of the Company, or any director acting on behalf of that Board and with the requisite authority to do so.

Capacity: as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.

Commencement Date: 1 July 2017

Compliance Manual: the Company’s compliance manual as amended from time to time.

Confidential Information: information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory and wherever located) relating to the business, products, affairs, business strategy and finances of the Company or any Group Company for the time being confidential to the Company or any Group Company and trade secrets including, without limitation, technical data and know-how relating to the business of the Company or any Group Company or any of its business contacts.

Control: in relation to a body corporate, the power of a person to secure that the affairs of the body corporate are conducted in accordance with the wishes of that person (or persons):

- (a) by means of the holding of shares, or the possession of voting power, in or in relation to, that or any other body corporate; or

(b) by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating that or any other body corporate,

and a **Change of Control** occurs if a person who controls any body corporate ceases to do so or if another person acquires control of it, but does not occur in the circumstances described in clause 24.

Employee's family: the Employee's spouse or civil partner and children under the age of 18.

Employment IPRs: Intellectual Property Rights created by the Employee in the course of his employment with the Company (whether or not during working hours or using Company premises or resources, and whether or not recorded in material form).

Employment Inventions: any Invention which is made wholly or partially by the Employee at any time in the course of his employment with the Company (whether or not during working hours or using Company premises or resources, and whether or not recorded in material form).

FCA: the Financial Conduct Authority, or any successor body.

Garden Leave: any period during which the Company has exercised its rights under clause 16.

"Group" means a group of companies all of which have WisdomTree Investments Inc as the ultimate parent company, and **"Group Company"** shall be interpreted accordingly.

Group Employee: any employee of any Group Company.

Incapacity: any sickness or injury which prevents the Employee from carrying out the Employee's duties.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Invention: any invention, idea, discovery, development, improvement or innovation, whether or not patentable or capable of registration, and whether or not recorded in any medium.

Pre-Contractual Statement: any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the Employee's employment under this agreement which is not expressly set out in this agreement or any documents referred to in it.

Restricted Business: the business of issuing, promoting and supporting issuing of exchange traded funds, exchange traded notes, collective investment schemes and similar products, and/or those parts of the business of the Company with which the Employee was involved to a material extent in the 6 months prior to Termination, in any jurisdiction where the Company has listed, or registered for sale such products.

Restricted Customer: any firm, company or person who, during the 6 months prior to Termination, was a regular customer of or in the habit of dealing with the Company with whom the Employee had contact with directly or through the Employee's direct reports in the course of his employment.

Staff Handbook: the Company's staff handbook as amended from time to time.

Subsidiary: in relation to a company (a holding company) means a subsidiary (as defined in section 1159 of the Companies Act 2006) and any other company which is a subsidiary (as so defined) of a company which is itself a subsidiary of such holding company.

Termination: the termination of the Appointment however caused including, without limitation, termination by the Company in repudiatory breach of contract.

Working Time Regulations: the Working Time Regulations 1998.

- 1.2 The headings in this agreement are inserted for convenience only and shall not affect its construction.
- 1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4 A reference to one gender includes a reference to the other gender.
- 1.5 The schedules to this agreement form part of (and are incorporated into) this agreement.

2. TERM OF APPOINTMENT

- 2.1 The Company shall employ the Employee and the Employee shall serve the Company on the terms of this agreement. The Appointment shall commence on the Commencement Date and shall continue, subject to the remaining terms of this agreement, until terminated by either party giving the other not less than three calendar months' prior notice in writing.
- 2.2 The first six months of the Appointment shall be a probationary period and the Appointment may be terminated during this period at any time on one week's prior notice. The Company may, at its discretion, extend this period for up to a further three months. During this probationary period the Employee's performance and suitability for continued employment will be monitored. At the end of the probationary period the Employee will be informed in writing if the Employee has not successfully completed his probationary period.

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- 2.3 If the Employee wishes to retire, the Employee should write to HR, in accordance with the 'Notice' Section of this agreement.
 - 2.4 No employment with a previous employer counts towards the Employee's period of continuous employment with the Company.
 - 2.5 The Employee represents and warrants to the Company that, by entering into this agreement or performing any of the Employee's obligations under it, the Employee will not be in breach of any court order or any express or implied terms of any contract or other obligation binding on the Employee and undertakes to indemnify the Company against any claims, costs, damages, liabilities or expenses which the Company may incur as a result if the Employee breaches any such obligations.
 - 2.6 The Employee warrants that the Employee is entitled to work in the United Kingdom without any additional approvals and will notify the Company immediately if he ceases to be so entitled during the Appointment. Should the Employee require immigration permission to work in the UK, and in order for the Company to comply with its sponsorship obligations, the Employee will provide the Company with such documentary evidence as it requires from time to time. The Employee shall also notify the Company immediately of any change to the Employee's immigration status, any change of contact details including home address and phone number and any proposed absences from work.
 - 2.7 The Employee consents to the transfer of his employment under this agreement to an Associated Employer at any time during the Appointment.

3. DUTIES

- 3.1 The Employee shall serve the Company as a Head of European Distribution.
- 3.2 During the Appointment, the Employee shall:
 - (a) unless prevented by Incapacity, devote the whole of his time, attention and abilities during working hours to the business of the Company;
 - (b) diligently exercise such powers and perform such duties as may from time to time be assigned to the Employee by the Company together with such person or persons as the Company may appoint to act jointly with the Employee;
 - (c) comply with all reasonable and lawful directions given to the Employee by the Company;
 - (d) promptly make such reports to the Employee's manager in connection with the affairs of the Company on such matters and at such times as are reasonably required;
 - (e) report his own wrongdoing and any wrongdoing or proposed wrongdoing of any other employee or member of the Company to the Employee's manager immediately on becoming aware of it; and

(f) use his best endeavours to promote, protect, develop and extend the business of the Company.

- 3.3 The Employee shall comply with any rules, policies and procedures set out in the Staff Handbook and the Compliance Manual, a copy of which will be available from the human resources department (“HR”). Notwithstanding clause 26, the Staff Handbook does not form part of this contract and the Company may amend it at any time. To the extent that there is any conflict between the terms of this agreement and the Staff Handbook, this agreement shall prevail.
- 3.4 All documents, manuals, hardware and software provided for the Employee’s use by the Company, and any data or documents (including copies) produced, maintained or stored on the Company’s computer systems or other electronic equipment (including mobile phones), remain the property of the Company.

4. PLACE OF WORK

- 4.1 The Employee’s normal place of work is 31-41 Worship Street, London, EC2A 2DX, or such other place within London which the Company may reasonably require for the proper performance and exercise of his duties.
- 4.2 The Employee agrees to travel on the Company’s business (within the United Kingdom, the United States of America and other countries) as may be required for the proper performance of his duties under the Appointment. The Employee will ensure, at his own cost, that he has the necessary documentation available for such travel.
- 4.3 During the Appointment, the Employee shall not be required to work outside the United Kingdom for any continuous period of more than six weeks.

5. HOURS OF WORK

- 5.1 The Employee’s normal working hours shall be 8.00 am to 6.00 pm (with a one hour lunch break) Mondays to Fridays and such additional hours as are necessary for the proper performance of his duties. The Employee acknowledges that the Employee shall not receive further remuneration in respect of such additional hours.
- 5.2 The Employee may, if required, make a request to vary the Employee’s normal working hours from time to time. The request should be made to the Employee’s manager who shall deal with it in reasonable manner and a reasonable time.
- 5.3 Under regulation 4(1) of the Working Time Regulations 1998 the average working time of a worker, including overtime, must not exceed 48 hours a week unless the worker has previously agreed otherwise in writing.
- 5.4 The Employee consents to agree that this limit on the Employee’s working hours will not apply, and that the Employee’s average working time may therefore exceed 48 hours a week.

5.5 The Employee may terminate the agreement to opt-out by giving one month's written notice at any time. The Employee is entitled to choose whether to agree to clause 5.4 and the Company shall not subject them to any detriment if the Employee chooses not to agree or if the Employee exercises the right to terminate it during the course of employment.

6. SALARY

- 6.1 The Employee shall be paid an initial salary of £170,000 per annum starting from the Commencement Date.
- 6.2 The Employee's salary shall accrue from day to day and be payable monthly on or about the 15th of each month (or such other date as the Company may advise from time to time) being approximately 50% of the salary in arrears and 50% in advance, directly into the Employee's bank or building society.
- 6.3 The Employee's salary shall be reviewed by the Company annually, during the Company's compensation review process at the end of each calendar year. The Company is under no obligation to award an increase following a salary review. There will be no review of the salary after notice has been given by either party to terminate the Appointment.
- 6.4 The Company may deduct from the salary, or any other sums owed to the Employee, any money owed to the Company by the Employee.
- 6.5 In the event of Termination, the final reconciliation of salary and other payments or deductions may result in some payments being made shortly after Termination.

7. EXPENSES

- 7.1 The Company shall reimburse (or procure the reimbursement of) all reasonable expenses wholly, properly and necessarily incurred by the Employee in the course of the Appointment, subject to production on a timely basis of receipts or other appropriate evidence of payment.
- 7.2 The Employee shall abide by the Company's policies on expenses as communicated to the Employee from time to time.

8. BONUS

- 8.1 The Company may in its absolute discretion pay the Employee a bonus of such amount, at such intervals and subject to such conditions as the Company may in its absolute discretion determine by taking into account the Employee's specific performance targets and the Company's performance which are to be notified to the Employee from time to time.

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- 8.2 Any bonus payment to the Employee shall be purely discretionary and shall not form part of the Employee's contractual remuneration under this agreement. If the Company makes a bonus payment to the Employee in respect of a particular bonus year of the Company, it shall not be obliged to make subsequent bonus payments in respect of subsequent bonus years of the Company. If the Employee commences the employment part way through the bonus year, any bonus payment during that bonus year shall be calculated on a pro rata basis for the effective period of Employment.
- 8.3 The Company may alter the terms of any bonus targets or withdraw them altogether at any time without prior notice.
- 8.4 The Company may pay any bonus in cash or other forms of compensation as it sees fit.
- 8.5 Notwithstanding clause 8.1, the Employee shall in any event have no right to a bonus or a time-apportioned bonus (including any portion of an equity award that has not vested) if his employment terminates for any reason or he is under notice of Termination (whether given by the Employee or the Company) prior to the date when a bonus might otherwise have been payable.
- 8.6 Any bonus payments shall not be pensionable.

9. HOLIDAYS

- 9.1 The Employee shall be entitled to 23 days' paid holiday in each holiday year, plus the U.K public holidays (normally 8 days in a calendar year). This entitlement shall increase by 1 day on the anniversary of each Commencement Date, up to a total of 26 days per year. The Company's holiday year runs between 1 January and 31 December. If the Appointment commences or terminates part way through a holiday year, the Employee's entitlement during that holiday year shall be calculated on a pro rata basis rounded up to the nearest whole day.
- 9.2 Holiday shall be taken at such time or times as shall be approved in advance by the Employee's manager. Holidays for periods longer than 10 business days at any one time will generally not be granted. The Company expects the Employee to use the Employee's full holiday entitlement each holiday year in particular during the summer and Christmas periods. The Employee will only be permitted to carry over 5 days' untaken holiday entitlement into the subsequent holiday year which must be taken by the end of April of the following year or the leave will be cancelled. The Employee will not be entitled to any payment in lieu of cancelled annual leave.
- 9.3 The Employee shall have no entitlement to any payment in lieu of accrued but untaken holiday, except upon Termination. Subject to clause 9.4 the amount of such payment in lieu shall be based on the Employee's entitlement under clause 9.1 for holiday leave in the year in which Termination takes place and shall be paid at the rate of 1/260th of the Employee's salary for each untaken day.

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- 9.4 If the Company has terminated or would be entitled to terminate the Appointment pursuant to clause 15 or if the Employee has terminated the Appointment in breach of clause 2.1 any payment due under clause 9.3 shall be limited to the Employee's statutory entitlement under the Working Time Regulations 1998 and any paid holidays (including paid public holidays) taken shall be deemed first to have been taken in satisfaction of that statutory entitlement.
 - 9.5 If on Termination the Employee has taken in excess of his accrued holiday entitlement, the Company shall be entitled to recover from the Employee, by way of deduction from any payments due to the Employee or otherwise, one day's pay (calculated at 1/260th of the Employee's salary) for each excess day.
 - 9.6 If either party has served notice to terminate the Appointment, the Company may require the Employee to take any accrued but unused holiday entitlement during the notice period. Any accrued but unused holiday entitlement shall be deemed to be taken during any period of Garden Leave.
 - 9.7 During any continuous period of absence due to Incapacity of one month or more the Employee shall not accrue holiday under this contract and the Employee's entitlement under clause 9.1 for the holiday year in which such absence takes place shall be reduced pro rata save that it shall not fall below the Employee's entitlement under the Working Time Regulations 1998.

10. PENSIONS AND OTHER BENEFITS

- 10.1 The Employee will be eligible for membership of the Company's personal pension plan and various employee benefits, as detailed in the Employee's offer letter, upon the successful completion of the Employee's probationary period. Further details are available from the HR department. All of the benefits are subject to the rules of the relevant plan in place (as amended from time to time). The Company may, in its absolute discretion, discontinue these benefits or vary the benefits available, including levels of cover, provider and eligibility criteria.

11. INCAPACITY

- 11.1 If the Employee is absent from work for any reason, the Employee must contact the Employee's manager and HR to explain the reason for absence as soon as possible but no later than 8.00 am on the first day of absence.
- 11.2 Following absences of 3 or more consecutive days, the Employee agrees to comply with the Employee's duties under the Company's Sickness Absence Policy as amended from time to time.
- 11.3 Subject to the Employee's compliance with the Company's sickness absence procedures (as amended from time to time), if absent from work the Company shall pay Statutory Sick Pay ("SSP") provided that the Employee satisfies the relevant

eligibility requirements. The Employee's qualifying days for SSP purposes are Monday to Friday. As set out in the Staff Handbook, in certain circumstances and at the discretion of the Company, Occupational Sick Pay may be paid in lieu of SSP. For the avoidance of doubt, these payments shall be inclusive of any SSP due.

- 11.4 If the Incapacity is or appears to be occasioned by actionable negligence, nuisance or breach of any statutory duty on the part of a third party in respect of which damages are or may be recoverable, the Employee shall immediately notify HR of that fact and of any claim, compromise, settlement or judgment made or awarded in connection with it and all relevant particulars that the Company may reasonably require. The Employee shall if required by the Company refund to the Company that part of any damages or compensation recovered by the Employee relating to the loss of earnings for the period of the Incapacity as the Company may reasonably determine less any costs borne by the Employee in connection with the recovery of such damages or compensation, provided that the amount to be refunded shall not exceed the total amount paid to the Employee by the Company in respect of the period of Incapacity.
- 11.5 The Company may terminate the Appointment by giving the notice specified in clause 2.1 or under clause 15 even when, as a result of such Termination, the Employee would or might forfeit any entitlement to benefit from sick pay under this clause 11.

12. OUTSIDE INTERESTS

- 12.1 Subject to clause 12.2, during the Appointment the Employee shall not, except as a representative of the Company or with the prior written approval of the Company, whether paid or unpaid, be directly or indirectly engaged, concerned or have any financial interest in any Capacity in any other business, trade, profession or occupation (or the setting up of any business, trade, profession or occupation).
- 12.2 Notwithstanding clause 12.1, the Employee may hold an investment by way of shares or other securities of not more than 2.5% of the total issued share capital of any company (whether or not it is listed or dealt in on a recognised stock exchange) where such company does not carry on a business similar to or competitive with any business for the time being carried on by the Company without the consent of the Company. Without the prior approval of the Company, the Employee shall not hold an investment by way of shares or other securities in any company which is a competitor to the Company, whether the shares are held directly or indirectly.
- 12.3 The Employee agrees to disclose to the Company any matters relating to his spouse or civil partner (or anyone living as such), children or parents which may, in the reasonable opinion of the Company, be considered to interfere, conflict or compete with the proper performance of the Employee's obligations under this agreement.

13. CONFIDENTIAL INFORMATION

- 13.1 The Employee acknowledges that in the course of the Appointment he will have access to Confidential Information. The Employee has therefore agreed to accept the restrictions in this clause 13.
- 13.2 The Employee shall not (except in the proper course of his duties), either during the Appointment or at any time after its Termination (howsoever arising), use, make or use any copies or disclose to any person, company or other organisation whatsoever (and shall use his best endeavours to prevent the publication or disclosure of) any Confidential Information. This shall not apply to:
- (a) any use or disclosure authorised by the Board or required by law; or
 - (b) any information which is already in, or comes into, the public domain other than through the Employee's unauthorised disclosure; or
 - (c) any protected disclosure within the meaning of section 43A of the Employment Rights Act 1996.

14. INTELLECTUAL PROPERTY

- 14.1 The Employee acknowledges that all Employment IPRs, Employment Inventions and all materials embodying them shall automatically belong to the Company to the fullest extent permitted by law. To the extent that they do not vest in the Company automatically, the Employee holds them on trust for the Company.
- 14.2 The Employee acknowledges that, because of the nature of the Employee's duties and the particular responsibilities arising from the nature of the Employee's duties, the Employee has, and shall have at all times while the Employee is employed by the Company, a special obligation to further the interests of the Company.
- 14.3 The Employee agrees:
- (a) not to attempt to register any Employment IPR nor patent any Employment Invention unless requested to do so by the Company; and
 - (b) to keep confidential each Employment Invention unless the Company has consented in writing to its disclosure by the Employee.
- 14.4 The Employee waives all the Employee's present and future moral rights which arise under the Copyright Designs and Patents Act 1988, and all similar rights in other jurisdictions relating to any copyright which forms part of the Employment IPRs, and agrees not to support, maintain nor permit any claim for infringement of moral rights in such copyright works.
- 14.5 The Employee acknowledges that, except as provided by law, no further remuneration or compensation other than that provided for in this agreement is or may become due to the Employee in respect of the Employee's compliance with this clause. This clause is without prejudice to the Employee's rights under the Patents Act 1977.

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- 14.6 The Employee undertakes to use his best endeavours to execute all documents and do all acts both during and after his employment by the Company as may, in the opinion of the Company, be necessary or desirable to vest the Employment IPRs in the Company, to register them in the name of the Company and to protect and maintain the Employment IPRs and the Employment Inventions. Such documents may, at the Company's request, include waivers of all and any statutory moral rights relating to any copyright works which form part of the Employment IPRs. The Company agrees to reimburse the Employee's reasonable expenses of complying with this clause 14.6.
- 14.7 The Employee agrees to give all necessary assistance to the Company to enable it to enforce its Intellectual Property Rights against third parties, to defend claims for infringement of third party Intellectual Property Rights and to apply for registration of Intellectual Property Rights, where appropriate throughout the world, and for the full term of those rights.
- 14.8 The Employee hereby irrevocably appoints the Company to be his attorney to execute and do any such instrument or thing and generally to use his name for the purpose of giving the Company or its nominee the benefit of this clause 13. The Employee acknowledges in favour of a third party that a certificate in writing signed by any Director or the Secretary of the Company that any instrument or act falls within the authority conferred by this clause 14 shall be conclusive evidence that such is the case.

15. TERMINATION

- 15.1 Notwithstanding clause 2.1, the Company may, in its sole and absolute discretion, terminate the Appointment at any time and with immediate effect by paying a sum in lieu of notice (**Payment in Lieu**) equal to the basic salary (as at the date of Termination) which the Employee would have been entitled to receive under this agreement during the notice period referred to at clause 2.1 (or, if notice has already been given, during the remainder of the notice period) less income tax and National Insurance contributions. For the avoidance of doubt, the Payment in Lieu shall not include any element in relation to:
- (a) any bonus or non-vested equity award that might otherwise have been due during the period for which the Payment in Lieu is made;
 - (b) any payment in respect of benefits which the Employee would have been entitled to receive during the period for which the Payment in Lieu is made; and
 - (c) any payment in respect of any holiday entitlement that would have accrued during the period for which the Payment in Lieu is made.

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- 15.2 The Employee shall have no right to receive a Payment in Lieu unless the Company has exercised its discretion in clause 15.1. Nothing in this clause 15 shall prevent the Company from terminating the Appointment in breach.
- 15.3 The Company may also terminate the Appointment with immediate effect without notice and with no liability to make any further payment to the Employee (other than in respect of amounts accrued due at the date of Termination) if the Employee:
- (a) is guilty of any gross misconduct affecting the business of the Company; or
 - (b) commits any serious or repeated breach or non-observance of any of the provisions of this agreement or refuses or neglects to comply with any reasonable and lawful directions of the Company; or
 - (c) is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed); or
 - (d) becomes of unsound mind or a patient under any statute relating to mental health; or
 - (e) ceases to be eligible to work in the United Kingdom; or
 - (f) is guilty of any fraud or dishonesty or acts in any manner which in the opinion of the Company brings or is likely to bring the Employee or the Company into disrepute or is materially adverse to the interests of the Company; or
 - (g) is guilty of a serious breach of any rules issued by the Company from time to time regarding its electronic communications systems; or
 - (h) attempts to use via any method, any confidential information or data the Employee may have obtained from any previous employer or past employment which is restricted by contract or law; or
 - (i) is disqualified or barred from membership of, subject to any prohibition, censure, criticism or disciplinary sanction by, or fails to be granted or obtain, or ceases to hold, any necessary licences, permissions, consents, approvals or qualifications from any professional, regulatory or other body or authority, which prevents the Employee from performing any of the Employee's duties under this agreement.
- 15.4 The rights of the Company under clause 15.3 are without prejudice to any other rights that it might have at law to terminate the Appointment or to accept any breach of this agreement by the Employee as having brought the agreement to an end. Any delay by the Company in exercising its rights to terminate shall not constitute a waiver thereof.

16. GARDEN LEAVE

- 16.1 The Company may, by written notice, require the Employee not to perform any services (or to perform only specified services) for the Company until Termination. The Company reserves the right to invoke this clause following service of notice to terminate the Appointment by either party, or if the Employee purports to terminate the

Appointment in breach of contract, or, if the Company so decides, at any time during the Appointment. Any period of Garden Leave shall not normally exceed the notice period referred to in clause 2.1.

16.2 During any period of Garden Leave the Company shall be under no obligation to provide any work to, or vest any powers in, the Employee, who shall have no right to perform any services for the Company.

16.3 During any period of Garden Leave the Company may exclude the Employee from any premises of the Company and/or restrict the Employee's access to the Company's or any other Group Company's computer, email, telephone, voicemail and/or other communications systems and/or databases.

16.4 During any period of Garden Leave the Employee shall:

- (a) continue to receive the Employee's salary and all contractual benefits in the usual way and subject to the terms of any benefit arrangement;
- (b) remain an employee of the Company and bound by the terms of this agreement;
- (c) not, without the prior written consent of HR, attend his place of work or any other premises of the Company;
- (d) not, without the prior written consent of HR, contact or deal with (or attempt to contact or deal with) any officer, employee, consultant, client, customer, supplier, agent, distributor, shareholder, adviser or other business contact of the Company;
- (e) (except during any periods taken as holiday in the usual way) ensure that the Employee's manager knows where the Employee will be and how the Employee can be contacted during each working day and shall comply with any written requests to contact a specified employee of the Company at specified intervals; and
- (f) not, without the prior written consent of HR, access the Company's files, access the Employee's email account, access the Company's client relationship management system or any other Company databases.

17. OBLIGATIONS UPON TERMINATION

17.1 On Termination (howsoever arising) or, if earlier, at the start of a period of Garden Leave following the service of notice or purported termination of the Appointment by the Employee, the Employee shall:

- (a) subject to clause 17.2, immediately deliver to the Company all documents, equipment, computer software, books, materials, records, correspondence, diaries, address books, databases, files, reports, plans, records, papers and information (on whatever media and wherever located) relating to the business or affairs of Company or its business contacts, any keys, electronic passes, laptops, mobile telephones, credit card and any other property of the Company, which is in his possession or under his control;

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- (b) irretrievably delete any information relating to the business of the Company stored on any magnetic or optical disk or memory and all matter derived from such sources which is in his possession or under his control outside the Company's premises;
 - (c) supply details of all passwords and codes for any items of software or equipment used; and
 - (d) provide a signed statement that he has complied fully with the Employee's obligations under this clause together with such reasonable evidence of compliance as the Company may request.
- 17.2 Where the Employee has been placed on Garden Leave the Employee shall not be required by clause 17.1 to return any property provided to the Employee as a contractual benefit for use during the Appointment until the end of the Garden Leave period.
- 17.3 On Termination howsoever arising the Employee shall not be entitled to any compensation for the loss of any rights or benefits under any share award scheme, bonus, long-term incentive plan or other profit sharing scheme operated by the Company in which the Employee may participate.
- 17.4 Failure to return the items set out in clause 17.1 above will result in the cost of the items being deducted from any monies outstanding to the Employee.

18. POST-TERMINATION RESTRICTIONS

- 18.1 In order to protect the confidential information, trade secrets and business connections of the Company to which he has access as a result of the Appointment, the Employee covenants with the Company that the Employee shall not:
- (a) [for 6 months after Termination solicit or endeavour to entice away from the Company the business or custom of a Restricted Customer with a view to providing goods or services to that Restricted Customer in competition with any Restricted Business; or
 - (b) for 12 months after Termination offer to employ or engage or otherwise endeavour to entice away from the Company or any other Group Company any Group Employee; or
 - (c) at any time after Termination, represent them self as currently connected with the Company in any Capacity.
- 18.2 The restrictions imposed on the Employee by this clause 18 apply to the Employee acting:
- (a) directly or indirectly; and

(b) on his own behalf or on behalf of, or in conjunction with, any firm, company or person.

The periods for which the restrictions in clause 18.1 apply shall be reduced by any period that the Employee spends on Garden Leave immediately prior to Termination.

- 18.3 If the Employee receives an offer to be involved in a business concern in any Capacity during the Appointment, or prior to the expiry of the last of the covenants in this clause 18, the Employee shall give the person making the offer a copy of this clause 18.
- 18.4 The Company and the Employee entered into the restrictions in this clause 18 having been separately legally advised or by entering this agreement waive the Employee's right to take independent legal advice.
- 18.5 Each of the restrictions in this clause 18 is intended to be separate and severable. If any of the restrictions shall be held to be void but would be valid if part of the Employee's wording were deleted, such restriction shall apply with such deletion as may be necessary to make it valid or effective.
- 18.6 The Employee will, at the request and expense of the Company, enter into a separate agreement with any Group Company in which he agrees to be bound by restrictions corresponding to those restrictions in this clause (or such of those restrictions as may be appropriate) in relation to that Group Company.

19. DISCIPLINARY AND GRIEVANCE PROCEDURES

- 19.1 The Employee is subject to the Company's disciplinary and grievance procedures as amended from time to time, copies of which are available from HR. These procedures do not form part of the Employee's contract of employment.

20. SUSPENSION

- 20.1 The Company may suspend the Employee from any or all of the Employee's duties no longer than is necessary to investigate any disciplinary matter involving the Employee or so long as is otherwise reasonable while any disciplinary procedure against the Employee is outstanding.
- 20.2 During the period of suspension, the Employee shall:
 - (a) continue to receive his salary and all contractual benefits in the usual way and subject to the terms of any benefit arrangement;
 - (b) remain an employee of the Company and bound by the terms of this agreement;
 - (c) not, without the prior written consent of HR, attend his place of work or any other premises of the Company;

- (d) not, without the prior written consent of HR, contact or deal with (or attempt to contact or deal with) any officer, employee, consultant, client, customer, supplier, agent, distributor, shareholder, adviser or other business contact of the Company;
- (e) (except during any periods taken as holiday in the usual way) ensure that the Employee's manager knows where he will be and how he can be contacted during each working day and shall comply with any written requests to contact a specified employee of the Company at specified intervals; and
- (f) not, without the prior written consent of HR, access the Company's files, access the Employee's email account, access the Company's client relationship management system or any other Company databases.

During any period of suspension pursuant to this clause the Employee shall (for the avoidance of doubt) continue to be bound by the duties of fidelity and good faith, shall hold themselves available during normal business hours (other than authorised leave) to perform any duties that may be assigned to them (if any), and shall continue to comply with the terms of this agreement.

21. DATA PROTECTION

- 21.1 The Employee confirms he shall adhere to the Company's data protection policy, a copy of which is available from HR. The Company may change its data protection policy at any time and will notify employees in writing of any changes.
- 21.2 The Employee shall comply with the data protection policy when processing personal data in the course of employment including personal data relating to any employee, customer, client, supplier or agent of the Company.
- 21.3 The Employee consents to the Company processing data relating to the Employee for legal, personnel, administrative and management purposes and in particular to the processing of any **sensitive personal data** (as defined in the Data Protection Act 1998) relating to the Employee, including, as appropriate:
 - (a) information about the Employee's physical or mental health or condition in order to monitor sick leave and take decisions as to the Employee's fitness for work;
 - (b) the Employee's racial or ethnic origin or religious or similar information in order to monitor compliance with equal opportunities legislation; and
 - (c) information relating to any criminal proceedings in which the Employee has been involved, for insurance purposes and in order to comply with legal requirements and obligations to third parties.
- 21.4 The Company may make such information available to other companies in its Group, to those who provide products or services to the Company (such as advisers and payroll administrators), regulatory authorities, potential or future employers, governmental or quasi-governmental organisations and potential purchasers of the Company or the business in which the Employee works.

21.5 The Employee consents to the transfer of such information to the Company's business contacts outside the European Economic Area in order to further its business interests even where the country or territory in question does not maintain adequate data protection standards.

22. USE AND MONITORING OF COMPANY EQUIPMENT

22.1 Misuse or excessive personal use of the Company's equipment and/or telephone or e-mail system or inappropriate internet use will be dealt with under the Company's disciplinary procedure.

22.2 The Employee consents to the Company monitoring and recording any use that he/she makes of the Company's electronic communications systems, including telephone use, internet use, internal software use and email traffic for the purpose of ensuring that the Company's rules are being complied with and for legitimate business purposes.

22.3 The Employee will comply with the Company's electronic communications policy as amended from time to time.

23. COLLECTIVE AGREEMENT

There is no collective agreement which directly affects the Appointment.

24. RECONSTRUCTION AND AMALGAMATION

If the Appointment is terminated at any time by reason of any reconstruction or amalgamation of the Company, whether by winding up or otherwise, and the Employee is offered employment with any concern or undertaking involved in or resulting from such reconstruction or amalgamation on terms which (considered in their entirety) are no less favourable to any material extent than the terms of this agreement, the Employee shall have no claim against the Company or any such undertaking arising out of or connected with such termination.

25. NOTICES

25.1 Any notice given under this agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally, or sending it by pre-paid recorded delivery or registered post to the relevant party at (in the case of the Company) its registered office for the time being and (in the case of the Employee) his last known address. Any such notice shall be deemed to have been received:

- (a) if delivered personally, at the time of delivery; or

- (b) in the case of pre-paid recorded delivery or registered post, at 9:00am on the second business day after posting or at the time recorded by the delivery service.

25.2 In proving such service it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party and delivered either to that address or into the custody of the postal authorities as a pre-paid recorded delivery or registered post.

26. ENTIRE AGREEMENT AND PREVIOUS CONTRACTS

Each party on behalf of itself (and in the case of the Company, as agent for any Group Companies) acknowledges and agrees with the other party (the Company acting on behalf of itself and as agent for each Group Company) that:

- (a) this agreement together with the Staff Handbook and any other documents referred to in it constitutes the entire agreement and understanding between the Employee and the Company and supersedes any previous agreement between them relating to the Appointment (which shall be deemed to have been terminated by mutual consent);
- (b) in entering into this agreement neither party has relied on any Pre-Contractual Statement; and
- (c) the only remedy available to each party for breach of this agreement shall be for breach of contract under the terms of this agreement and no party shall have any right of action against any other party in respect of any Pre-Contractual Statement.

Nothing in this agreement shall, however, operate to limit or exclude any liability for fraud.

27. VARIATION

No variation of this agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the parties. The Company reserves the right to make reasonable changes to this agreement and the Employee agrees to accept reasonable consideration in return for agreeing such amendments.

28. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute a duplicate original, and all the counterparts together shall constitute one and the same instrument.

29. THIRD PARTY RIGHTS

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement and no person other than the Employee and the Company shall have any rights under it.

The terms of this agreement or any of them may be varied, amended or modified or this agreement may be suspended, cancelled or terminated by agreement in writing between the parties or this agreement may be rescinded (in each case), without the consent of any third party.

30. GOVERNING LAW AND JURISDICTION

- 30.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.
- 30.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

This agreement, and its Schedules, executed as a deed by WisdomTree Europe Limited acting by David Abner, a director, in the presence of:

/s/ David Abner
David Abner, Director

14 June 2017
Date

Beena Joseph
[NAME OF WITNESS]

/s/ Beena Joseph
[SIGNATURE OF WITNESS]

HR Manager
[OCCUPATION OF WITNESS]

[ADDRESS OF WITNESS]

This agreement, and its Schedules, executed as a deed by Alexis Marinof, in the presence of:

/s/ Alexis Marinof
Alexis Marinof

15 June 2017
Date

Beena Joseph
[NAME OF WITNESS]

/s/ Beena Joseph
[SIGNATURE OF WITNESS]

HR Manager
[OCCUPATION OF WITNESS]

[ADDRESS OF WITNESS]

31-41 Worship Street
London
EC2A2DX
+44 (0)20 3824 6020
infoEU@wisdomtree.com
www.wisdomtree.com



Dear Alexis,

Proposed change to your contract of employment

Following our discussions, the Company wishes to grant you a restricted stock award and propose amending your employment contract to reflect this.

The proposed change to your contract of employment dated 8 June 2017 is set out below.

1. Section 8 shall be amended by inserting the following clause 8.7:
 - 8.7 Employee will be entitled to a special one-time restricted stock grant of the number of shares of common stock of WisdomTree Investments, Inc. (“WTI”) obtained by dividing £25,000 (twenty-five thousand British Pounds) by the closing price of WTI’s common stock on July 3, 2017 (the Commencement Date) under the UK Sub-Plan of WTI’s 2016 Equity Plan (“**Restricted Stock**”). The shares of Restricted Stock will vest in three (3) equal annual installments, commencing on the first anniversary of Employee’s Commencement Date, subject to continued employment, and shall be subject to the terms of the associated Restricted Stock Agreement.

If you agree to these changes, please indicate your acceptance by signing this letter. The change shall be immediately effective from the date of your signature. You should then keep your signed copy of this letter safe together with your Contract, which shall be amended by this letter.

Yours sincerely

For and on behalf of Wisdom Tree Europe Ltd

I agree that my Contract shall be varied by the revised terms set out in this letter with immediate effect.

Signed /s/ Alexis Marinof

Date 20 July 2017

[General Form for Grants to US Executives after January 1, 2021]

**PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD AGREEMENT
UNDER THE WISDOMTREE INVESTMENTS, INC.
2016 EQUITY PLAN**

PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD 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”). Capitalized terms used and not defined in this Agreement have the respective meanings assigned to them in the Company’s 2016 Equity Plan (the “Plan”).

WHEREAS, the Board of Directors of the Company (the “Board”) or the Compensation Committee of the Board (the “Committee”) has authorized the grant to the Employee of an award of the number (the “Target Number”) of Performance-Based Restricted Stock Units (“PRSUs”) set forth on Schedule A (“Schedule A”) included on the signature page of this Agreement (the “PRSU Award”), pursuant and subject to the terms and conditions of the Plan and conditioned upon the Employee’s acceptance thereof upon the terms and conditions set forth in this Agreement; and

WHEREAS, the Employee desires to accept the PRSU Award on the terms and conditions set forth in this Agreement and subject to the terms of the Plan.

IT IS AGREED:

1. Grant of PRSUs.

1.1 The Company hereby issues to the Employee, effective as of the grant date set forth on Schedule A (the “Grant Date”), the PRSU Award on the terms and conditions set forth herein and in the Plan. The PRSU Award represents the right to receive, on the Vesting Date (as defined below), the number of shares of authorized but previously unissued common stock, par value \$0.01 per share, of the Company (each, a “Share”, and collectively, the “Shares”) set forth in Section 3.2 or Section 3.11, as the case may be.

1.2 Subject to Section 3.11 hereof, the PRSU Award shall be subject to forfeiture if the Employee’s employment by WTAM is terminated for any reason prior to the Vesting Date.

1.3 The Employee shall not have any rights or privileges of a stockholder of the Company with respect to the PRSUs unless and until (a) the PRSUs have vested as provided in this Agreement and (b) the Shares have been settled and issued to the Employee in accordance with the terms of the Plan and this Agreement.

2. Restrictions on Transfer of PRSU Award The PRSU Award may not be sold, transferred, pledged, assigned or otherwise encumbered or disposed of by the Employee, and any Shares issuable with respect to the PRSU Award may not be sold, transferred, pledged, assigned or otherwise encumbered or disposed of until (a) the PRSUs have vested as provided in this Agreement and (b) the Shares have been settled and issued to the Employee in accordance with the terms of the Plan and this Agreement.

3. Vesting and Settlement of PRSUs.

3.1 If the Employee remains an employee of WTAM through the Vesting Date, the number of PRSUs determined pursuant to Sections 3.4, 3.5 and 3.6, or the number of PRSUs determined pursuant to Section 3.11, as applicable, shall vest and shall no longer be subject to forfeiture by the Employee. The “Vesting Date” shall be the third (3rd) anniversary of the Grant Date, subject to adjustment as set forth in Section 3.11.

3.2 Except as set forth in Section 3.11, promptly following the Vesting Date (but in no event later than March 15 of the calendar year following the calendar year in which the Vesting Date occurs), the Company shall issue to the Employee the number of Shares equal to the product of (a) the Target Number multiplied by (b) the Payout Ratio. If such product is not a whole number, the Company shall round down to the nearest whole number of Shares.

3.3 In connection with the issuance of Shares pursuant to Section 3.2 or Section 3.11, the Company, in its discretion, shall instruct its transfer agent to issue and deliver to the Employee (or, if applicable, to the legal representative of the estate or legatee of the Employee under the will of the Employee) evidence of book-entry or a certificate for such Shares (which may be through an on-line or electronic system). Upon and following the settlement of the PRSUs in Shares, the Employee shall have all the rights of a stockholder of the Company with respect to such Shares, including the right to vote such Shares, to receive and retain all dividends as the Board may, in its sole discretion, pay on such Shares, and to exercise all of the rights, powers and privileges of a holder of common stock with respect to such Shares.

3.4 Subject to Section 3.6, the “Payout Ratio” shall mean the following:

- (a) if the Relative TSR Percentile (as defined below) is below the twenty-fifth (25th) percentile, the Payout Ratio shall be zero percent (0%);
- (b) the Relative TSR Percentile is equal to the twenty-fifth (25th) percentile, the Payout Ratio shall be fifty percent (50%);
- (c) if the Relative TSR Percentile is greater than the twenty-fifth (25th) percentile but less than or equal to the fiftieth (50th) percentile, the Payout Ratio shall be the sum of (i) fifty percent (50%) plus (ii) the product of (x) two percent (2%) multiplied by (y) the percentile amount by which the Relative TSR Percentile exceeds the twenty-fifth (25th) percentile;
- (d) if the Relative TSR Percentile is greater than the fiftieth (50th) percentile but less than the eighty-fifth (85th) percentile, the Payout Ratio shall be the sum of (i) one hundred percent (100%) plus (ii) the product of (x) two point eight six percent (2.86%) multiplied by (y) the percentile amount by which the Relative TSR Percentile exceeds the fiftieth (50th) percentile; and
- (e) if the Relative TSR Percentile is equal to the eighty-fifth (85th) percentile, the Payout Ratio shall be two hundred percent (200%). In no event shall the Company issue more than a number of Shares equal to 200% of the Target Number.

The table below illustrates what the Payout Ratio would be for various Relative TSR Percentiles:

<u>Relative TSR Percentile</u>	<u>Payout Ratio</u>	<u>Relative TSR Percentile</u>	<u>Payout Ratio</u>
Below 25 th	0%	60 th	128.6%
25 th	50%	70 th	157.2%
30 th	60%	80 th	185.8%
35 th	70%	85 th and above	200%
40 th	80%		
50 th	100%		

3.5 “Relative TSR Percentile” shall be determined as follows:

- (a) the total shareholder return (“TSR”) of each member of the Peer Group (as defined below) shall be the percentage by which the following quotient exceeds (or is less than) one hundred percent (100%): the quotient obtained by dividing (i) the average per-share value of the publicly traded common stock of the Peer Group member for the ninety (90) calendar day period ending on the Vesting Date, as adjusted to account for (x) the deemed reinvestment of any dividends declared on such stock, and (y) 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 of the Peer Group member (“Adjustments”), in each case between the Grant Date and the Vesting Date, by (ii) the average per-share value of the publicly traded common stock of the Peer Group member for the ninety (90) calendar day period ending on the Grant Date, as adjusted to account for any Adjustments within such ninety (90)-day period, with any such Adjustments set forth herein to be as computed by Bloomberg or another data service widely utilized in the industry;
- (b) the companies in the Peer Group shall be ranked in the order of their respective TSRs, with the company having the highest TSR ranked at the top and being deemed to have Relative TSR Percentile equal to the one hundredth (100th) percentile;
- (c) the Relative TSR Percentile of each company below the top-ranked company shall be the percentile obtained by subtracting, from one hundred (100), the product obtained by multiplying (i) the Rank Increment (as defined below) by (ii) the number of companies in the Peer Group that have a TSR higher than such company; and
- (d) the “Rank Increment” shall mean the quotient obtained by dividing one hundred (100) by the number of companies in the Peer Group as of the Vesting Date.

The “Peer Group” shall be the publicly-traded companies (which shall include the Company) set forth on Appendix 1. Companies may not be added to the Peer Group after the Grant Date. If, after the Grant Date, a company in the Peer Group (x) ceases to be publicly-traded (whether as a result of being acquired or otherwise), it shall be removed from the Peer Group, (y) merges with another company and is the surviving entity, then it will remain in the Peer Group, or (z) either: (1) files for bankruptcy, reorganization, or liquidation under any chapter of the U.S. Bankruptcy Code; (2) is the subject of an involuntary bankruptcy proceeding that is not dismissed within thirty (30) days; (3) is the subject of a stockholder approved plan of liquidation or dissolution; or (4) ceases to conduct substantial business operations, it shall continue to be included in the Peer Group with a deemed TSR of negative one hundred percent (-100%).

3.6 Notwithstanding anything herein to the contrary:

- (a) if the Company’s TSR is negative, the Payout Ratio shall not exceed one hundred percent (100%); and
- (b) if the Fair Market Value of the Shares that vest pursuant to this PRSU Award

(calculated as the number of such vested Shares multiplied by the Fair Market Value of a Share on the Vesting Date) exceeds six (6) times the product of (i) the Fair Market Value of one Share on the Grant Date, multiplied by (ii) the Target Number (such product, the “Grant Date Value Multiple”), then the Payout Ratio shall be reduced such that the number of Shares that vest shall be equal to six (6) times the Grant Date Value Multiple; provided, however, that (x) if the Company’s Relative TSR Percentile is equal to or above the fiftieth (50th) percentile, the Payout Ratio shall not be reduced to below one hundred percent (100%) and (y) no such reduction shall be made in the event of a Change of Control.

3.7 Dividend Equivalents; Stock Splits, Reverse Splits, Recapitalizations, Etc.

3.7.1 If the Company declares a cash dividend (each, a “Dividend”) on its Shares at any time on or after the Grant Date and on or prior to the Vesting Date, the Target Number shall be adjusted as follows: as of the ex-dividend date of the Dividend, the Target Number immediately preceding such date shall be multiplied by the sum of (a) one (1) plus (b) the quotient obtained by dividing (i) the Dividend per Share by (ii) the Fair Market of a Share as of the ex-dividend date of such Dividend.

3.7.2 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, the Company shall proportionally adjust the Target Number in order to prevent the dilution or enlargement of the Employee’s proportionate interest in the Company and the Employee’s rights hereunder.

3.8 Subject to the provisions of Section 3.11, if, at any time prior to the vesting of the PRSUs in accordance with this Agreement, the Employee’s employment is terminated for any reason, then the PRSUs that have not then vested shall automatically and without notice terminate and be forfeited and neither the Employee, nor any of the Employee’s successors, assigns or personal representatives will thereafter have any rights or interests with respect to such PRSUs or any Shares underlying the PRSUs, and the Company shall not have any further obligations to the Employee under this Agreement.

3.9 “Employment”. The Employee shall be considered to be employed by WTAM for purposes hereof if the Employee is a full-time employee of WTAM (or of the Company or any Subsidiary 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, the Employee is rendering substantial services to the Company (or any Subsidiary of the Company, including WTAM) as a part-time employee, consultant or contractor of the Company (or of any Subsidiary 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 WTAM (or the Company or any Subsidiary of the Company) and the effective date on which such employment terminated.

3.10 No Right to Employment. Nothing in the Plan or 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 Subsidiary of the Company) or limit in any way the right of WTAM and the Company (or of any Subsidiary of the Company) to terminate the Employee’s employment or other relationship with WTAM or the Company (or with any Subsidiary of the Company) at any time, with or without cause.

3.11 Accelerated or Continued Vesting in Certain Circumstances

3.11.1 Defined Terms. As used in Section 3.6(b) this Section 3.11, the definitions of the terms “Cause”, “Change of Control”, “Disability” and “Good Reason” set forth in Appendix 2 hereto shall apply. As used in Appendix 2 hereto and its subparts, “Company” shall refer to, as the context requires, either (a) WTAM, the Company, WisdomTree Trust and the Subsidiaries of the Company or WTAM collectively, or (b) any one or more of such entities, and all successors and assigns of any of them.

3.11.2 Upon the Employee’s Death, Disability or the Occurrence of a Change of Control. Notwithstanding the provisions of Sections 1.1 and 3.1, in the event that, prior to the third (3rd) anniversary of the Grant Date, either (a) the Employee dies, (b) the Employee’s employment is terminated by the Company or WTAM due to the Employee’s Disability or (c) a Change of Control occurs, the “Vesting Date” shall be deemed to be the date of such event and the Company shall issue to the Employee the number of Shares equal to the product of (i) the Target Number multiplied by (ii) the Payout Ratio. If such product is not a whole number, the Company shall round down to the nearest whole number of Shares.

3.11.3 Upon the Employee’s Involuntary Termination. Notwithstanding the provisions of Sections 1.1 and 3.1, in the event that, prior to the third (3rd) anniversary of the Grant Date, either (a) WTAM terminates the Employee’s employment other than due to the Employee’s death, Disability or for Cause or (b) the Employee resigns the Employee’s employment with WTAM for Good Reason (the date of any such event, the “Involuntary Termination Date”), the “Vesting Date” shall be deemed to be the Involuntary Termination Date and the Company shall issue to the Employee the number of Shares equal to the product of (i) the Adjusted Target Number (as defined below) multiplied by (ii) the Payout Ratio. If such product is not a whole number, the Company shall round down to the nearest whole number of Shares. The “Adjusted Target Number” shall mean:

- (A) one-third (1/3) of the Target Number, if the Involuntary Termination Date occurs prior to the first (1st) anniversary of the Grant Date;
- (B) two-thirds (2/3) of the Target Number, if the Involuntary Termination Date occurs on or after the first (1st) anniversary of the Grant Date but prior to the second (2nd) anniversary of the Grant Date; and
- (C) the Target Number, if the Involuntary Termination Date occurs on or after the second (2nd) anniversary of the Grant Date but prior to the third (3rd) anniversary of the Grant Date.

In addition, notwithstanding anything to the contrary in Section 3.8, if the Involuntary Termination Date occurs prior to the second (2nd) anniversary of the Grant Date, any unvested PRSUs shall not terminate or be forfeited as of such date but shall instead remain outstanding until the date that is twelve (12) months thereafter and if a Change of Control occurs within twelve (12) months of the Involuntary Termination Date, another “Vesting Date” shall be deemed to occur on the date of the Change of Control, and the Company shall issue to the Employee the number of Shares equal to the product of (x) the Supplemental Adjusted Target Number (as defined below) multiplied by (y) the Payout Ratio. If such product is not a whole number, the Company shall round down to the nearest whole number of Shares. The “Supplemental Adjusted Target Number” shall mean: (I) two-thirds (2/3) of the Target Number, if the Involuntary Termination Date occurs prior to the first (1st) anniversary of the Grant Date and (II) one-third (1/3) of the Target Number, if the Involuntary Termination Date occurs on or after the first (1st) anniversary of the Grant Date but prior to the second (2nd) anniversary of the Grant Date. Any unvested PRSUs as of the earlier of the date of a Change of Control and the date that is twelve (12) months following the Involuntary Termination Date shall automatically and without notice terminate and be forfeited and neither the Employee, nor any of the Employee’s successors, assigns or personal representatives will thereafter have any rights or interests with respect to such PRSUs or any Shares underlying the PRSUs, and the Company shall not have any further obligations to the Employee under this Agreement.

3.11.4 Upon the Employee's Normal Retirement. Notwithstanding the provisions of Sections 1.1 and 3.1, in the event of the Employee's Normal Retirement (as defined below) prior to the Vesting Date, all the PRSUs that are subject to forfeiture at the time of Normal Retirement that would have otherwise vested had the Employee remained employed through the Vesting Date shall vest on the Vesting Date in accordance with Section 3.2, provided that the Employee complies with the conditions of Normal Retirement through the Vesting Date. For purposes of this Agreement, the term "Normal Retirement" means retirement from active employment on or after reaching age 62 and having been employed by WTAM for at least seven (7) years as of the retirement date, provided that, following such retirement, the Employee no longer works in the asset management or financial services industries other than serving as a non-employee director. 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 a Normal Retirement has occurred and whether the Employee has complied with the conditions of Normal Retirement through the Vesting Date.

4. 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 PRSUs, 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. Unless otherwise determined by the Committee (or the Board in the absence of a decision by the Committee or in over-riding the decision of the Committee), WTAM's minimum required tax withholding obligation (or, if permitted by WTAM, such higher tax withholding as will not result in liability classification of this PRSU Award under ASC 718 or a successor provision and is permitted under applicable IRS withholding rules) shall be satisfied, in whole or in part, by the Company withholding from the Shares to be issued upon vesting of this PRSU Award a number of shares with an aggregate Fair Market Value (as of the date the withholding is effected) that would satisfy the withholding amount due.

5. Section 409A of the Code. This Agreement shall be interpreted in such a manner that all provisions relating to the settlement of the PRSU Award are exempt from, or comply with, the requirements of Section 409A of the Code.

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

(a) the Employee has received a copy of the Plan and the prospectus filed pursuant to Rule 424 under the Securities Act of 1933, as amended, as in effect as of the date of this Agreement;

(b) the Employee has 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;

(c) the Employee understands that the Employee must bear the economic risk of the investment in the Shares, when issued; and

(d) the Employee had such an opportunity as the Employee deemed adequate to obtain

from the Company such information as is necessary to permit the Employee to evaluate the merits and risks of the Employee's investment in the Company and has had the opportunity to consult with Employee's own advisers with respect to the investment in the Company.

7. Miscellaneous.

7.1 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 (a) delivered personally or by private courier (e.g., Federal Express), (b) sent by registered or certified mail, return receipt requested, postage prepaid, or (c) sent by facsimile or other electronic communication (via e-mail or through an electronic platform approved by the Company), with confirmation of transmission thereof, and shall be deemed duly given hereunder when delivered in person or by private courier, on the third business day following deposit in the United States mail as set forth in subsection (b) above, or, if sent by facsimile or other electronic communication, on the date sent by such transmission during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Such communications shall be sent to the respective parties at the following addresses: (i) if to the Company and WTAM, at their principal executive offices, attention: Legal Department, fax: (917) 267-3851, e-mail: legalnotice@wisdomtree.com; and (ii) if to the Employee, at the Employee's last known residence address or e-mail address as indicated in the employment records of the Company or WTAM, as the case may be. Either party may designate another address in writing (or by such other method approved by the Company) from time to time.

7.2 Plan Paramount; Conflicts with Plan. Notwithstanding anything herein to the contrary, this Agreement shall, in all respects, be subject to and governed by the terms and conditions of the Plan, whether or not stated herein, including the powers of the Administrator set forth in Section 2(b) of the Plan. In the event of a conflict between the provisions of the Plan and the provisions of this Agreement, the provisions of the Plan shall in all respects be controlling.

7.3 Discretionary Nature of Plan. The Plan is discretionary and may be amended, cancelled or terminated by the Company at any time, in its discretion, in accordance with the terms of the Plan. The grant of the PRSU Award in this Agreement and, upon vesting, the issuance of the underlying Shares, does not create any contractual right or other right to receive any restricted stock unit or other Awards in the future. Future Awards, if any, will be at the sole discretion of the Company. Any amendment, modification, or termination of the Plan shall not constitute a change or impairment of the terms and conditions of the Employee's employment with the Company.

7.4 Amendments; Waiver. 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.

7.5 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 this Agreement, the provisions of the Agreement shall control.

7.6 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.

7.7 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.

7.8 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.

7.9 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.

7.10 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 PRSU Award, settlement and issuance of the Shares 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. The Employee, the Company and WTAM agree that disputes between the Employee, the Company and WTAM will be resolved by arbitration as provided by the arbitration provisions set forth in Appendix 3 hereto. As used in Appendix 3 hereto and its subparts, "Company" shall refer to the Company and to each of its Subsidiaries (including WTAM) and all successors and assigns of either of them.

7.11 Governing Law; Jurisdiction. The Agreement shall be governed by and construed in accordance with the laws 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 performance-based restricted stock units and actions of the Board or the Committee. The Company and the Employee agree that, subject to the agreement to arbitrate disputes set forth in Section 7.10, 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 may bring against any other party or any subsidiary of a party, or against any officer, director, employee, agent or permitted successor or assign of any of the foregoing, relating in any manner whatsoever to the Employee's employment by the Company or any Subsidiary of the Company (including WTAM), as the case may be, or to the termination thereof, including without limitation all disputes arising under 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 7.1 (other than by electronic communication), 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 7.10.

7.12 Data Privacy Consent. In order to administer the Plan and this Agreement and to implement or structure future equity grants to the Employee, the Company, its Subsidiaries and affiliates and certain agents thereof (together, the "Relevant Companies") may process any and all personal or professional information about the Employee, including but not limited to Social Security or other identification number, home address and telephone number, date of birth and other information that is necessary or desirable for the administration of the Plan and/or this Agreement (the "Relevant Information"). By entering into this Agreement, the Employee (a) understands and authorizes the Company to collect, use, process, register and transfer to the Relevant Companies all Relevant Information (including in electronic form); (b) authorizes the Relevant Companies to store and transmit such information in electronic form; and (c) authorizes the transfer of the Relevant Information to any jurisdiction in which the Relevant Companies consider appropriate. The Employee shall have access to, and the right to update and/or change, the Relevant Information by contacting WTAM's Director of Human Resources. Relevant Information will only be used and disclosed as permitted or required by applicable law.

7.13 Counterparts; Electronic Delivery. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature. The Company may, in its sole discretion, decide to deliver any documents related to the PRSU Award or future Awards made under the Plan by electronic means or request the Employee's consent to participate in the Plan by electronic means. The Employee hereby consents to receive such documents by electronic delivery and, if requested, agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

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

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

WISDOMTREE INVESTMENTS, INC.

By: _____
Jonathan L. Steinberg, Chief Executive Officer

Schedule A

Name of Employee: <first_name> <middle_name> <last_name>

Grant Date: <award_date>

Target Number of PRSUs: <shares_awarded>, subject to adjustment as set forth in Section 3.7

Vesting Date: The Vesting Date is the third (3rd) anniversary of the Grant Date, subject to adjustment as set forth in Section 3.11

Confirmation

WisdomTree Asset Management, Inc. hereby executes this Agreement solely to confirm its agreement to be bound by the term and provisions of Sections 7.10 and 7.11 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 THE LEGAL EFFECT OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE EFFECT OF SECTION 7.10 CONCERNING ARBITRATION; I acknowledge that there may be adverse tax consequences upon the grant or vesting of the PRSUs, Shares or disposition thereof and that I have been advised to consult a tax advisor prior to such grant, vesting or disposition; 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 this PRSU Award and underlying Shares subject to all the terms and conditions of this Agreement.

Appendix 1

Peer Group

*[to be list of Peer Group members as approved by
the Board or Committee on the Grant Date]*

Certain Definitions

(a) "Cause" shall mean any one or more of the following acts or omissions by the Employee:

(i) the willful and continued failure to (A) materially perform the Employee's duties and obligations under the Employee's employment agreement or employment offer letter with WTAM (the "Employment Agreement") or (B) to carry out specific legal and lawful directions of a senior officer or the Board (in each case other than by reason of Disability);

(ii) the material breach of any provision of the Employment Agreement (including a breach of the representations and warranties made by the Employee in the Employment Agreement relating to any restriction on the Employee's employment by WTAM);

(iii) the material failure to comply with the written policies or rules of the Company;

(iv) the commission of an act or failure to act that involves willful misconduct, bad faith or gross negligence;

(v) the commission of any act of fraud, misappropriation, embezzlement or similar willful and malicious conduct against the Company;
or

(vi) the conviction of, or plea of "guilty" or "no contest" to, a felony under the laws of the United States or any state thereof.

Notwithstanding the foregoing, cause shall not be deemed to exist for a reason specified in clauses (i)(A) or (ii) above unless the Employee has been given written notice setting forth in reasonable detail the act, omission or failure of, or breach by, the Employee and a period of at least ten (10) days after such notice to cure all of such acts, omissions, failures or breaches, and such shall not have been cured within such ten (10)-day period; provided, further, that WTAM shall not be required to give notice and an opportunity to cure for a reason specified in clauses (i)(A) or (ii) if the Employee has committed the same or substantially similar acts, omissions, failures or breaches and WTAM previously has given the Employee notice of and an opportunity to cure the same.

(b) "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")) of more than 50% of the combined voting power of the then outstanding voting securities of the Company; (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; or (iii) any occurrence of a Sale Event within the meaning of the Plan.

(c) "Disability" shall mean the earlier to occur of either of the following events:

(i) the Employee, because of physical or mental disability or incapacity, is unable to perform the Employee's obligations to, or duties for, the Company pursuant to the Employment Agreement on a full-time basis for ninety (90) consecutive days or a period in excess of one hundred fifty (150) days out of any period of three hundred sixty (360) consecutive days; or

(ii) the determination by a physician selected by WTAM, duly licensed in New York with a medical specialty appropriate for such determination (which determination shall be binding and conclusive for the purposes hereof), that the Employee is either physically or mentally, permanently disabled or incapacitated or otherwise so disabled or incapacitated that the Employee will be unable to perform the Employee's obligations to, or duties for, the Company pursuant to the Employment Agreement for ninety (90) consecutive days or a period in excess of one hundred fifty (150) days out of any period of three hundred sixty (360) consecutive days. The Employee's failure to submit to an examination of a physician as requested by WTAM hereunder automatically result in a determination of Disability hereunder.

(d) "Good Reason" shall mean that the Employee has complied with the "Good Reason Process" (as defined below) following the occurrence of any of the following events: (i) a material diminution in the Employee's responsibilities, authority or duties (except in connection with a reasonable diminution in connection with Disability); (ii) a material diminution in the Employee's base salary (or "Base Salary" if defined in the Employment Agreement) except for across-the-board salary reductions based on the Company's financial performance similarly affecting all or substantially all senior management employees of the Company; (iii) a material change in the geographic location of the principal place to which the Employee provide services to the Company, not including work-related travel or short-term assignments; or (iv) the material breach of the Employment Agreement by the Company. As used herein, "Good Reason Process" shall mean that (i) the Employee reasonably determines in good faith that a "good reason" condition has occurred; (ii) the Employee notifies the Company in writing of the first occurrence of the good reason condition within sixty (60) days of the first occurrence of such condition; (iii) the Employee cooperates in good faith with the Company's efforts, for a period not less than thirty (30) days following such notice (the "Cure Period"), to remedy the condition; (iv) notwithstanding such efforts, the good reason condition continues to exist; and (v) the Employee terminates the Employee's employment within sixty (60) days after the end of the Cure Period. If the Company cures the good reason condition during the Cure Period, Good Reason shall be deemed not to have occurred.

Arbitration Provisions

(a) Arbitrable Claims.

(i) ALL DISPUTES BETWEEN THE EMPLOYEE (AND THE EMPLOYEE'S SUCCESSORS AND ASSIGNS) AND THE COMPANY (AND ITS DIRECTORS, OFFICERS, AGENTS AND SUCCESSORS AND ASSIGNS) RELATING IN ANY MANNER WHATSOEVER TO THE EMPLOYEE'S EMPLOYMENT BY WTAM 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 clause (a)(ii) of this Appendix 3, 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 any restrictive covenant contained in the then effective employment agreement between WTAM and the Employee (such matters, "Restrictive Covenants"). Such court shall determine whether a claim concerns Restrictive Covenants.

(iii) Notwithstanding anything herein to the contrary, the Employee may enforce in court, without prior resort to arbitration, any claim seeking indemnification pursuant to the terms of the Indemnification Agreement between the Company and the Employee (such agreement, the "Indemnification Agreement").

(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 the Agreement or this Appendix 3. 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, the 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 the Employee strikes a name as set forth in the preceding sentence, there are 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.

(1) 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.

(2) 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 clause (a)(ii) of this Appendix 3, 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 this Appendix 3), including but not limited to any claim that all or any part of any of the Agreement (including this Appendix 3) 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.

(3) 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 clause (b)(iii)(6) of this Appendix 3, the Employee and the Company shall equally share the fees and costs of the arbitration and the Arbitrator, and the reference to "the fees and costs of the arbitration and the Arbitrator" in the preceding sentence is not intended to include the fees and expense of either party's legal counsel or other advisors, but only the fees and costs imposed on the parties by the AAA in connection with an arbitration conducted under the auspices of the AAA.

(4) 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.

(5) Enforceability. Either party may bring an action in any court of competent jurisdiction to compel arbitration under the 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 Section 7.10 and this Appendix 3.

(6) Limited Right to Attorney's Fees and Expenses. The Employee and the Company shall be entitled to an award in their favor by the Arbitrator that includes reimbursement for (i) their costs associated with the fees and costs of the arbitration and the Arbitrator within the meaning set forth in clause (b)(iii)(3) of this Appendix 3 and (ii) their reasonable attorney's fees and expenses in the following circumstances: (x) to the Employee, in connection with enforcing the Employee's claim for indemnification under the Indemnification Agreement, (y) to the Employee, if the Employee is the substantially prevailing party, in connection with enforcing the Employee's rights under Section 3.11 of the Agreement, and (z) to the substantially prevailing party from the non-prevailing party, in connection with enforcing Restrictive Covenants.

[General Form for Grants to UK Executive Officers after January 1, 2021]

**PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD AGREEMENT
UNDER THE WISDOMTREE INVESTMENTS, INC.
2016 EQUITY PLAN AND THE UKSUB-PLAN OF THE 2016 EQUITY PLAN**

PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD 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 Europe Limited or WisdomTree UK Limited, as the case may be, each a wholly-owned subsidiary of the Company and collectively referred to herein as "WTE", whose name is set forth on the signature page of this Agreement (the "Employee"). Capitalized terms used and not defined in this Agreement have the respective meanings assigned to them in the Company's 2016 Equity Plan and the UK Sub-Plan of the Company's 2016 Equity Plan (together, the "Plan").

WHEREAS, the Board of Directors of the Company (the "Board") or the Compensation Committee of the Board (the "Committee") has authorized the grant to the Employee of an award of the number (the "Target Number") of Performance-Based Restricted Stock Units ("PRSUs") set forth on Schedule A ("Schedule A") included on the signature page of this Agreement (the "PRSU Award"), pursuant and subject to the terms and conditions of the Plan and conditioned upon the Employee's acceptance thereof upon the terms and conditions set forth in this Agreement; and

WHEREAS, the Employee desires to accept the PRSU Award on the terms and conditions set forth in this Agreement and subject to the terms of the Plan.

IT IS AGREED:

1. Grant of PRSUs.

1.1 The Company hereby issues to the Employee, effective as of the grant date set forth on Schedule A (the "Grant Date"), the PRSU Award on the terms and conditions set forth herein and in the Plan. The PRSU Award represents the right to receive, on the Vesting Date (as defined below), the number of shares of authorized but previously unissued common stock, par value \$0.01 per share, of the Company (each, a "Share", and collectively, the "Shares") set forth in Section 3.2 or Section 3.11, as the case may be.

1.2 Subject to Section 3.11 hereof, the PRSU Award shall be subject to forfeiture if the Employee's employment by WTE is terminated for any reason prior to the Vesting Date.

1.3 The Employee shall not have any rights or privileges of a stockholder of the Company with respect to the PRSUs unless and until (a) the PRSUs have vested as provided in this Agreement and (b) the Shares have been settled and issued to the Employee in accordance with the terms of the Plan and this Agreement.

2. Restrictions on Transfer of PRSU Award The PRSU Award may not be sold, transferred, pledged, assigned or otherwise encumbered or disposed of by the Employee, and any Shares issuable with respect to the PRSU Award may not be sold, transferred, pledged, assigned or otherwise encumbered or disposed of until (a) the PRSUs have vested as provided in this Agreement and (b) the Shares have been settled and issued to the Employee in accordance with the terms of the Plan and this Agreement.

3. Vesting and Settlement of PRSUs.

3.1 If the Employee remains an employee of WTE through the Vesting Date, the number of PRSUs determined pursuant to Sections 3.4, 3.5 and 3.6, or the number of PRSUs determined pursuant to Section 3.11, as applicable, shall vest and shall no longer be subject to forfeiture by the Employee. The "Vesting Date" shall be the third (3rd) anniversary of the Grant Date, subject to adjustment as set forth in Section 3.11.

3.2 Except as set forth in Section 3.11, promptly following the Vesting Date (but in no event later than March 15 of the calendar year following the calendar year in which the Vesting Date occurs), the Company shall issue to the Employee the number of Shares equal to the product of (a) the Target Number multiplied by (b) the Payout Ratio. If such product is not a whole number, the Company shall round down to the nearest whole number of Shares.

3.3 In connection with the issuance of Shares pursuant to Section 3.2 or Section 3.11, the Company, in its discretion, shall instruct its transfer agent to issue and deliver to the Employee (or, if applicable, to the personal representatives of the Employee) evidence of book-entry or a certificate for such Shares (which may be through an on-line or electronic system). Upon and following the settlement of the PRSUs in Shares, the Employee shall have all the rights of a stockholder of the Company with respect to such Shares, including the right to vote such Shares, to receive and retain all dividends as the Board may, in its sole discretion, pay on such Shares, and to exercise all of the rights, powers and privileges of a holder of common stock with respect to such Shares.

3.4 Subject to Section 3.6, the "Payout Ratio" shall mean the following:

- (a) if the Relative TSR Percentile (as defined below) is below the twenty-fifth (25th) percentile, the Payout Ratio shall be zero percent (0%);
- (b) the Relative TSR Percentile is equal to the twenty-fifth (25th) percentile, the Payout Ratio shall be fifty percent (50%);
- (c) if the Relative TSR Percentile is greater than the twenty-fifth (25th) percentile but less than or equal to the fiftieth (50th) percentile, the Payout Ratio shall be the sum of (i) fifty percent (50%) plus (ii) the product of (x) two percent (2%) multiplied by (y) the percentile amount by which the Relative TSR Percentile exceeds the twenty-fifth (25th) percentile;
- (d) if the Relative TSR Percentile is greater than the fiftieth (50th) percentile but less than the eighty-fifth (85th) percentile, the Payout Ratio shall be the sum of (i) one hundred percent (100%) plus (ii) the product of (x) two point eight six percent (2.86%) multiplied by (y) the percentile amount by which the Relative TSR Percentile exceeds the fiftieth (50th) percentile; and
- (e) if the Relative TSR Percentile is equal to the eighty-fifth (85th) percentile, the Payout Ratio shall be two hundred percent (200%). In no event shall the Company issue more than a number of Shares equal to 200% of the Target Number.

The table below illustrates what the Payout Ratio would be for various Relative TSR Percentiles:

Relative TSR Percentile	Payout Ratio	Relative TSR Percentile	Payout Ratio
Below 25th	0%	60th	128.6%
25th	50%	70th	157.2%
30th	60%	80th	185.8%
35th	70%	85th and above	200%
40th	80%		
50th	100%		

3.5 “Relative TSR Percentile” shall be determined as follows:

- (a) the total shareholder return (“TSR”) of each member of the Peer Group (as defined below) shall be the percentage by which the following quotient exceeds (or is less than) one hundred percent (100%): the quotient obtained by dividing (i) the average per-share value of the publicly traded common stock of the Peer Group member for the ninety (90) calendar day period ending on the Vesting Date, as adjusted to account for (x) the deemed reinvestment of any dividends declared on such stock, and (y) 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 of the Peer Group member (“Adjustments”), in each case between the Grant Date and the Vesting Date, by (ii) the average per-share value of the publicly traded common stock of the Peer Group member for the ninety (90) calendar day period ending on the Grant Date, as adjusted to account for any Adjustments within such ninety (90)-day period, with any such Adjustments set forth herein to be as computed by Bloomberg or another data service widely utilized in the industry;
- (b) the companies in the Peer Group shall be ranked in the order of their respective TSRs, with the company having the highest TSR ranked at the top and being deemed to have Relative TSR Percentile equal to the one hundredth (100th) percentile;
- (c) the Relative TSR Percentile of each company below the top-ranked company shall be the percentile obtained by subtracting, from one hundred (100), the product obtained by multiplying (i) the Rank Increment (as defined below) by (ii) the number of companies in the Peer Group that have a TSR higher than such company; and
- (d) the “Rank Increment” shall mean the quotient obtained by dividing one hundred (100) by the number of companies in the Peer Group as of the Vesting Date.

The “Peer Group” shall be the publicly-traded companies (which shall include the Company) set forth on Appendix 1. Companies may not be added to the Peer Group after the Grant Date. If, after the Grant Date, a company in the Peer Group (x) ceases to be publicly-traded (whether as a result of being

acquired or otherwise), it shall be removed from the Peer Group, (y) merges with another company and is the surviving entity, then it will remain in the Peer Group, or (z) either: (1) files for bankruptcy, reorganization, or liquidation under any chapter of the U.S. Bankruptcy Code; (2) is the subject of an involuntary bankruptcy proceeding that is not dismissed within thirty (30) days; (3) is the subject of a stockholder approved plan of liquidation or dissolution; or (4) ceases to conduct substantial business operations, it shall continue to be included in the Peer Group with a deemed TSR of negative one hundred percent (-100%).

3.6 Notwithstanding anything herein to the contrary:

- (a) if the Company's TSR is negative, the Payout Ratio shall not exceed one hundred percent (100%); and
- (b) if the Fair Market Value of the Shares that vest pursuant to this PRSU Award (calculated as the number of such vested Shares multiplied by the Fair Market Value of a Share on the Vesting Date) exceeds six (6) times the product of (i) the Fair Market Value of one Share on the Grant Date, multiplied by (ii) the Target Number (such product, the "Grant Date Value Multiple"), then the Payout Ratio shall be reduced such that the number of Shares that vest shall be equal to six (6) times the Grant Date Value Multiple; provided, however, that (x) if the Company's Relative TSR Percentile is equal to or above the fiftieth (50th) percentile, the Payout Ratio shall not be reduced to below one hundred percent (100%) and (y) no such reduction shall be made in the event of a Change of Control.

3.7 Dividend Equivalents; Stock Splits, Reverse Splits, Recapitalizations, Etc.

3.7.1 If the Company declares a cash dividend (each, a "Dividend") on its Shares at any time on or after the Grant Date and on or prior to the Vesting Date, the Target Number shall be adjusted as follows: as of the ex-dividend date of the Dividend, the Target Number immediately preceding such date shall be multiplied by the sum of (a) one (1) plus (b) the quotient obtained by dividing (i) the Dividend per Share by (ii) the Fair Market of a Share as of the ex-dividend date of such Dividend.

3.7.2 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, the Company shall proportionally adjust the Target Number in order to prevent the dilution or enlargement of the Employee's proportionate interest in the Company and the Employee's rights hereunder.

3.8 Subject to the provisions of Section 3.11, if, at any time prior to the vesting of the PRSUs in accordance with this Agreement, the Employee's employment is terminated for any reason, then the PRSUs that have not then vested shall automatically and without notice terminate and be forfeited and neither the Employee, nor any of the Employee's successors, assigns or personal representatives will thereafter have any rights or interests with respect to such PRSUs or any Shares underlying the PRSUs, and the Company shall not have any further obligations to the Employee under this Agreement.

3.9 "Employment". The Employee shall be considered to be employed by WTE for purposes hereof if the Employee is a full-time employee of WTE (or of the Company or any Subsidiary 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, the Employee is rendering substantial services to the Company (or any Subsidiary of the Company, including WTE) as a part-time employee of the Company (or of any Subsidiary of the Company, including WTE). 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 WTE (or the Company or any Subsidiary of the Company) and the effective date on which such employment terminated.

3.10 No Right to Employment or compensation for loss of benefit Nothing in the Plan or in this Agreement shall confer on the Employee any right to continue in the employ of, or other relationship with, WTE or the Company (or with any Subsidiary of the Company) or limit in any way the right of WTE and the Company (or of any Subsidiary of the Company) to terminate the Employee's employment with WTE or the Company (or with any Subsidiary of the Company) at any time, with or without cause. The terms of the Employee's employment shall not be affected in any way by the grant, holding, vesting or other dealing with the PRSUs pursuant to this Agreement, and the Employee has no entitlement to, may not claim and shall be deemed to have waived any right to, compensation or damages, or any other remedy, from WTE or the Company or any Subsidiary for any loss or curtailment of any right or benefit accrued or in prospect under this Agreement that arises, to any extent, from termination of employment.

3.11 Accelerated or Continued Vesting in Certain Circumstances

3.11.1 Defined Terms. As used in this Section 3.11, the definitions of the terms "Change of Control" and "Disability" set forth in Appendix 2 hereto shall apply. As used in Appendix 2 hereto and its subparts, "Company" shall refer to, as the context requires, either (a) WTE, the Company, WisdomTree Trust and the Subsidiaries of the Company or WTE collectively, or (b) any one or more of such entities, and all successors and assigns of any of them.

3.11.2 Upon the Employee's Death, Disability or the Occurrence of a Change of Control. Notwithstanding the provisions of Sections 1.1 and 3.1, in the event that, prior to the third (3rd) anniversary of the Grant Date, either (a) the Employee dies, (b) the Employee's employment is terminated by the Company or WTE due to the Employee's Disability or (c) a Change of Control occurs, the "Vesting Date" shall be deemed to be the date of such event and the Company shall issue to the Employee the number of Shares equal to the product of (i) the Target Number multiplied by (ii) the Payout Ratio. If such product is not a whole number, the Company shall round down to the nearest whole number of Shares.

3.11.3 Upon the Employee's Involuntary Termination. Notwithstanding the provisions of Sections 1.1 and 3.1, in the event that, prior to the third (3rd) anniversary of the Grant Date, WTE terminates the Employee's employment other than due to the Employee's death, Disability or for cause (with the determination as to whether the termination is for cause to be made by the Committee (or the Board in the absence of a decision by the Committee or in over-riding the decision of the Committee) in accordance with the terms of any employment contract between the Employee and WTE) (the date of any such event, the "Involuntary Termination Date"), the "Vesting Date" shall be deemed to be the Involuntary Termination Date and the Company shall (subject always to Section 4) issue to the Employee (or the Employee's personal representatives) the number of Shares equal to the product of (i) the Adjusted Target Number (as defined below) multiplied by (ii) the Payout Ratio. If such product is not a whole number, the Company shall round down to the nearest whole number of Shares. The "Adjusted Target Number" shall mean:

- (A) one-third (1/3) of the Target Number, if the Involuntary Termination Date occurs prior to the first (1st) anniversary of the Grant Date;

- (B) two-thirds (2/3) of the Target Number, if the Involuntary Termination Date occurs on or after the first (1st) anniversary of the Grant Date but prior to the second (2nd) anniversary of the Grant Date; and
- (C) the Target Number, if the Involuntary Termination Date occurs on or after the second (2nd) anniversary of the Grant Date but prior to the third (3rd) anniversary of the Grant Date.

In addition, notwithstanding anything to the contrary in Section 3.8, if the Involuntary Termination Date occurs prior to the second (2nd) anniversary of the Grant Date, any unvested PRSUs shall not terminate or be forfeited as of such date but shall instead remain outstanding until the date that is twelve (12) months thereafter and if a Change of Control occurs within twelve (12) months of the Involuntary Termination Date, another “Vesting Date” shall be deemed to occur on the date of the Change of Control, and the Company shall issue to the Employee the number of Shares equal to the product of (x) the Supplemental Adjusted Target Number (as defined below) multiplied by (y) the Payout Ratio. If such product is not a whole number, the Company shall round down to the nearest whole number of Shares. The “Supplemental Adjusted Target Number” shall mean: (I) two-thirds (2/3) of the Target Number, if the Involuntary Termination Date occurs prior to the first (1st) anniversary of the Grant Date and (II) one-third (1/3) of the Target Number, if the Involuntary Termination Date occurs on or after the first (1st) anniversary of the Grant Date but prior to the second (2nd) anniversary of the Grant Date. Any unvested PRSUs as of the earlier of the date of a Change of Control and the date that is twelve (12) months following the Involuntary Termination Date shall automatically and without notice terminate and be forfeited and neither the Employee, nor any of the Employee’s successors, assigns or personal representatives will thereafter have any rights or interests with respect to such PRSUs or any Shares underlying the PRSUs, and the Company shall not have any further obligations to the Employee under this Agreement.

3.11.4 Upon the Employee’s retirement. Notwithstanding the provisions of Sections 1.1 and 3.1, in the event of the Employee’s retirement prior to the Vesting Date, all the PRSUs that are subject to forfeiture at the time of retirement would have otherwise vested had the Employee remained employed through the Vesting Date shall vest on the Vesting Date in accordance with Section 3.2. For purposes of this Agreement, the term “retirement” means retirement from active employment on or after reaching age 62 and having been employed by WTE for at least seven (7) years as of the retirement date, provided that, following such retirement, the Employee no longer works in the asset management or financial services industries other than serving as a non-employee director. 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 a retirement has occurred and whether the Employee has complied with the conditions of retirement through the Vesting Date.

4. Taxes. The Employee acknowledges and agrees to comply with the obligations of the Plan set out at Sections 8 and 15 (as such provisions are amended and implemented by the UK Sub-Plan). These include, without limiting the effect of those provisions:

4.1 if the Company is liable to account for Employer NICs by virtue of the grant or vesting of the PRSU Award or the settlement of PRSUs in the form of Shares in accordance with this Agreement and the Plan, to the extent the Employer’s NICs may lawfully be borne by the Employee, it may be made a condition of the settlement of the PRSUs that the Employee will either (i) meet the Company’s liability to pay the Employer NICs or (ii) enter into an election to transfer the liability for the Employer NICs to him or her in a form approved by HMRC and enter into such arrangements as may be approved by HMRC in order to ensure that the Employer NICs liability can be met; and

4.2 it may be made a condition of the settlement of the PRSUs in the form of Shares that the Employee shall enter into a valid joint election under section 431(1) of ITEPA 2003 to disapply the provisions of Chapter 2 of Part 7 of ITEPA 2003 in respect of the Shares.

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 and continued compliance with such obligations. The Company and any person who has any obligation to account for Payroll Taxes in respect of the grant or vesting of this PRSU Award or the issue of Shares to the Employee on settlement of the PRSUs, shall have the right to deduct (to the extent permitted by law) any such Payroll Taxes from any payment of any kind otherwise due to the Employee. Unless otherwise determined by the Committee (or the Board in the absence of a decision by the Committee or in over-riding the decision of the Committee), any Payroll Taxes shall be satisfied, in whole or in part, by the Company withholding from the Shares otherwise required to be issued to the Employee in settlement of the PRSUs such number of Shares as has an aggregate Fair Market Value (as of the date the withholding is effected) that would satisfy the Payroll Taxes.

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

(a) the Employee has received a copy of the Plan and the prospectus filed pursuant to Rule 424 under the Securities Act of 1933, as amended, as in effect as of the date of this Agreement;

(b) the Employee has 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;

(c) the Employee understands that the Employee must bear the economic risk of the investment in the Shares, when issued; and

(d) the Employee had such an opportunity as the Employee deemed adequate to obtain from the Company such information as is necessary to permit the Employee to evaluate the merits and risks of the Employee's investment in the Company and has had the opportunity to consult with Employee's own advisers with respect to the investment in the Company.

6. Miscellaneous.

6.1 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 (a) delivered personally or by private courier (e.g., Federal Express), (b) sent by registered or certified mail, return receipt requested, postage prepaid, or (c) sent by electronic communication (via e-mail or through an electronic platform approved by the Company), with confirmation of transmission thereof, and shall be deemed duly given hereunder when delivered in person or by private courier, on the third business day following deposit in the United States mail as set forth in subsection (b) above, or, if sent by electronic communication, on the date sent by such transmission during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Such communications shall be sent to the respective parties at the following addresses: (i) if to the Company and WTE, at their principal executive offices, attention: Legal Department, e-mail: legalnotice@wisdomtree.com; and (ii) if to the Employee, at the Employee's last known residence address or e-mail address as indicated in the employment records of the Company or WTE, as the case may be. Either party may designate another address in writing (or by such other method approved by the Company) from time to time.

6.2 Plan Paramount; Conflicts with Plan. Notwithstanding anything herein to the contrary, this Agreement shall, in all respects, be subject to and governed by the terms and conditions of the Plan, whether or not stated herein, including the powers of the Administrator set forth in Section 2(b) of the Plan. In the event of a conflict between the provisions of the Plan and the provisions of this Agreement, the provisions of the Plan shall in all respects be controlling.

6.3 Discretionary Nature of Plan. The Plan is discretionary and may be amended, cancelled or terminated by the Company at any time, in its discretion, in accordance with the terms of the Plan. The grant of the PRSU Award in this Agreement and, upon vesting, the issuance of the underlying Shares, does not create any contractual right or other right to receive any restricted stock unit or other Awards in the future. Future Awards, if any, will be at the sole discretion of the Company. Any amendment, modification, or termination of the Plan shall not constitute a change or impairment of the terms and conditions of the Employee's employment with WTE.

6.4 Amendments; Waiver. 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.

6.5 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 WTE or the Company apply to the Employee and are inconsistent with the terms of this Agreement, the provisions of the Agreement shall control.

6.6 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.

6.7 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.

6.8 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.

6.9 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.

6.10 Governing Law; Jurisdiction. The Agreement shall be governed by and construed in accordance with the laws 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 performance-based restricted stock units and actions of the Board or the Committee.

6.11 Data Privacy. For the purpose of operating the Plan and the grant of the PRSU Award hereunder, the Company and WTE will collect and process information relating to the Employee in accordance with *WisdomTree's Privacy Policy – Employees*.

6.12 Counterparts; Electronic Delivery. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature. The Company may, in its sole discretion, decide to deliver any documents related to the PRSU Award or future Awards made under the Plan by electronic means or request the Employee’s consent to participate in the Plan by electronic means. The Employee hereby consents to receive such documents by electronic delivery and, if requested, agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

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

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

WISDOMTREE INVESTMENTS, INC.

By: _____
Jonathan L. Steinberg, Chief Executive Officer

Schedule A

Name of Employee: <first_name> <middle_name> <last_name>

Grant Date: <award_date>

Target Number of PRSUs: <shares_awarded>, subject to adjustment as set forth in Section 3.7

Vesting Date: The Vesting Date is the third (3rd) anniversary of the Grant Date, subject to adjustment as set forth in Section 3.11

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 THE LEGAL EFFECT OF THIS AGREEMENT; I acknowledge that there may be adverse tax consequences upon the grant or vesting of the PRSUs, Shares or disposition thereof and that I have been advised to consult a tax advisor prior to such grant, vesting or disposition; 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 understands that the Company will receive personal data from WTE to administer the Plan and this Agreement in accordance with WisdomTree’s *Privacy Policy – Employees*.

The Employee accepts this PRSU Award and underlying Shares subject to all the terms and conditions of this Agreement and the rules of the Plan.

Appendix 1

Peer Group

*[to be list of Peer Group members as approved by
the Board or Committee on the Grant Date]*

Certain Definitions

(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”)) of more than 50% of the combined voting power of the then outstanding voting securities of the Company; (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; or (iii) any occurrence of a Sale Event within the meaning of the Plan.

(b) “Disability” shall mean the earlier to occur of either of the following events:

(i) the Employee, because of physical or mental disability or incapacity, is unable to perform the Employee’s obligations to, or duties for, the Company pursuant to Employee’s Employment Agreement on a full-time basis for ninety (90) consecutive days or a period in excess of one hundred fifty (150) days out of any period of three hundred sixty (360) consecutive days; or

(ii) the determination by WTE (where appropriate after receiving a report from a physician selected by WTE) that the Employee is either physically or mentally, permanently disabled or incapacitated or otherwise so disabled or incapacitated that the Employee will be unable to perform the Employee’s obligations to, or duties for, the Company pursuant to the Employment Agreement for ninety (90) consecutive days or a period in excess of one hundred fifty (150) days out of any period of three hundred sixty (360) consecutive days.

Certification

I, Jonathan Steinberg, certify that:

1. I have reviewed this annual report on Form 10-K/A of WisdomTree Investments, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

By: _____
/s/ Jonathan Steinberg
Jonathan Steinberg
Chief Executive Officer
(Principal Executive Officer)

Date: April 30, 2021

Certification

I, Amit Muni, certify that:

1. I have reviewed this annual report on Form 10-K/A of WisdomTree Investments, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

By: _____
/s/ Amit Muni
Amit Muni
Chief Financial Officer
(Principal Financial Officer)

Date: April 30, 2021

Certification

I, Bryan Edmiston, certify that:

1. I have reviewed this annual report on Form 10-K/A of WisdomTree Investments, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

By: _____ /s/ Bryan Edmiston
Bryan Edmiston
Chief Accounting Officer
(Principal Accounting Officer)

Date: April 30, 2021

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the amendment to the Annual Report of WisdomTree Investments, Inc. (the "Company") on Form10-K/A for the period ended December 31, 2020 as filed with the Securities and Exchange Commission (the "SEC") on the date hereof (the "Report"), we, Jonathan Steinberg, Chief Executive Officer of the Company, Amit Muni, Chief Financial Officer of the Company, and Bryan Edmiston, Chief Accounting Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to our knowledge, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

This certification is being furnished and not filed, and shall not be incorporated into any documents for any purpose, under the Securities Exchange Act of 1934, as amended. A signed original of this written statement require by Section 906 has been provided to the Company and will be retained by the Company and furnished to the SEC or its staff upon request.

By: /s/ Jonathan Steinberg
Jonathan Steinberg
Chief Executive Officer
(Principal Executive Officer)

By: /s/ Amit Muni
Amit Muni
Chief Financial Officer
(Principal Financial Officer)

By: /s/ Bryan Edmiston
Bryan Edmiston
Chief Accounting Officer
(Principal Accounting Officer)

April 30, 2021