

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

SCHEDULE 13D

(Rule 13d-101)
INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT
TO RULE 13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO
RULE 13d-2(a)

(Amendment No. 6)¹

WisdomTree, Inc.
(Name of Issuer)

Common Stock, \$0.01 par value per share
(Title of Class of Securities)

97717P104
(CUSIP Number)

GRAHAM TUCKWELL
ETF5 CAPITAL LIMITED
Ordnance House, 31 Pier Road
St. Helier, Jersey JE2 4XW
(212) 451-2300
(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

April 12, 2023
(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box .

Note. Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

(Continued on following pages)

¹ The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the *Notes*).

CUSIP No. 97717P104

1	NAME OF REPORTING PERSON	
	ETF5 Capital Limited	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO (See Item 3)	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION JERSEY	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER - 0 -
	8	SHARED VOTING POWER 15,250,000 (1)
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER 15,250,000 (1)

11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 15,250,000 (1)
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 10.2% (2)
14	TYPE OF REPORTING PERSON OO

(1) Excludes Shares (as defined in Item 1 of the Schedule 13D) issuable upon conversion of 14,750 shares of Series A Preferred Stock (as defined in Item 3 of the Schedule 13D).

(2) Based upon 149,304,625 Shares outstanding, as of February 15, 2023, which is the total number of Shares outstanding as reported in the Issuer's Annual Report on Form 10-K filed with the Securities and Exchange Commission on February 28, 2023.

2

CUSIP No. 97717P104

1	NAME OF REPORTING PERSON GRAHAM TUCKWELL	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION AUSTRALIA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER - 0 -
	8	SHARED VOTING POWER 15,250,000 (1)
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER 15,250,000 (1)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 15,250,000 (1)	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 10.2% (2)	
14	TYPE OF REPORTING PERSON IN	

(1) Excludes Shares issuable upon conversion of 14,750 shares of Series A Preferred Stock.

(2) Based upon 149,304,625 Shares outstanding, as of February 15, 2023, which is the total number of Shares outstanding as reported in the Issuer's Annual Report on Form 10-K filed with the Securities and Exchange Commission on February 28, 2023.

3

CUSIP No. 97717P104

The following constitutes Amendment No. 6 to the Schedule 13D filed by the undersigned ("Amendment No. 6"). This Amendment No.6 amends the Schedule 13D as specifically set forth herein.

Item 4. Purpose of Transaction.

Item 4 is hereby amended to add the following:

On April 12, 2023, ETFS delivered a letter to the Issuer (the “Nomination Letter”) nominating a slate of three highly qualified director candidates, as evidenced by their biographies below, consisting of Bruce E. Aust, Tonia Pankopf and Graham Tuckwell (collectively, the “Nominees”), for election to the Board of Directors of the Issuer (the “Board”) at the Issuer’s 2023 annual meeting of stockholders (the “Annual Meeting”).

On April 12, 2023, the Reporting Persons issued a press release and public letter to the Board notifying the Board of the nomination of the Nominees for election at the Annual Meeting and describing the Reporting Persons’ views concerning the need for further change on the Board and the opportunity for value creation at the Issuer. The full text of the press release and public letter are attached hereto as Exhibit 99.1 and incorporated herein by reference.

Mr. Aust, age 59, currently serves as a strategic advisor to the Anthemis Group, a venture capital firm, since February 2021, and a strategic advisor to 150Bond, an advisory firm to C-level executives, since March 2020. Previously, Mr. Aust served in various executive roles at Nasdaq, Inc., a global technology company serving the capital markets and other industries, including serving as Vice Chairman from 2015 to December 2019 and as Executive Vice President of Global Listings from 2003 to 2014. Earlier in his career, Mr. Aust served in several roles within the retail brokerage unit of Fidelity Investments, a multinational financial services corporation, including as Vice President. Mr. Aust currently serves as a member of the board of directors of Anthemis Digital Acquisitions I Corp., a publicly traded special purpose acquisition corporation, since January 2022, and as Chairman of the board of directors of AEGIS Swap Execution Facility, LLC, a marketplace for commodities brokers, financial counterparties and commercial end-users to negotiate and execute swaps, since September 2021. Mr. Aust also serves as a member of the Advisory Board of Ridgeway Partners, LLC, a global advisory firm specializing in executive search, board appointments and succession planning, since April 2021. He previously served as President of the Nasdaq Entrepreneurial Center, a non-profit organization designed to engage emerging entrepreneurs. Mr. Aust earned a B.S. in Business Administration from the University of Southern Mississippi.

Tonia Pankopf, age 55, currently serves as Managing Partner of Pareto Advisors, LLC, an investment, financial and strategic advisory firm, since 2005. Ms. Pankopf also currently serves on the board of directors as a member of the Valuation, Audit and Nominating and Corporate Governance Committees, of 180 Degree Capital Corp., a registered closed-end investment management company, since August 2020. Previously, Ms. Pankopf served on the board of directors, as well as serving as Audit Chair and as a member of the Nominating and Corporate Governance and CEO Search Committees, of Landec Corporation (n/k/a Lifecore Biomedical, Inc.), a fully integrated contract development and manufacturing organization in the pharmaceutical industry, from November 2012 to November 2022. From 2003 to 2017, Ms. Pankopf served on the board of directors of Oxford Square Capital Corporation (formerly TICC Capital Corporation), a registered closed-end investment management company. Earlier in her career, Ms. Pankopf held Vice President and Senior Equity Analyst positions at Goldman Sachs & Co., a global investment bank, and Merrill Lynch & Co., a global investment bank. Ms. Pankopf’s experience also includes hedge fund portfolio management at P.A.W. Capital Partners, an investment advisory firm, and Palladio Capital Management, an investment advisory firm. Ms. Pankopf previously served on the Board of the University System of Maryland Foundation, from 2006 to 2012. Ms. Pankopf is a Governance Fellow and member of the National Association of Corporate Directors. She is also a qualified financial expert. Ms. Pankopf received a Bachelor of Arts summa cum laude from the University of Maryland and a Master of Science degree from the London School of Economics.

4

CUSIP No. 97717P104

Graham Tuckwell AO, age 66, is the Founder and Executive Chairman of ETFS Capital Limited (f/k/a ETF Securities Limited), a strategic investment company focused on growth opportunities across the ETF ecosystem. Mr. Tuckwell founded ETF Securities Limited in 2004 and it became one of the leading issuers of Exchange Traded Products in Europe. In 2018 the European and US businesses were sold but the Australian business was retained, and under his guidance, as Executive Chairman of ETF Securities Australia, assets under management increased by more than 400%. Mr. Tuckwell is credited with creating the world’s first gold ETF when he launched GOLD on the Australian Stock Exchange in 2003. Later that year, he launched a similar product, GBS, on the London Stock Exchange in partnership with the World Gold Council. Prior to working in the ETF industry, Mr. Tuckwell worked in corporate advisory and investment banking for 20 years in Australia and London, and before then, he worked as an economist in the Department of Prime Minister and Cabinet in Canberra. He holds a Bachelor of Economics (Honours) degree and a Bachelor of Laws degree from the Australian National University. In 2015 he was awarded an honorary Doctorate degree from the Australia National University, in 2016 he received the ETF.com Lifetime Achievement Award for Europe, and in the 2022 Australia Day Honours List he was appointed an Officer of the Order of Australia for “distinguished service to the community through philanthropic support of educational scholarships, and to business.”

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

Item 6 is hereby amended to add the following:

On April 12, 2023, ETFS and each of the Nominees (collectively, the “Group”) entered into a Joint Filing and Solicitation Agreement (the “JFSA”) in which, among other things, they agreed (a) to the joint filing on behalf of each of them of statements on Schedule 13D, and any amendments thereto, with respect to the securities of the Issuer, if applicable, (b) to form the Group to solicit proxies or written consents for the election of the Nominees, or any other person(s) nominated by the Group, to the Board at the Annual Meeting (the “Solicitation”) and take such other actions as the parties deem advisable, (c) to provide notice to the Group’s legal counsel no later than four (4) hours after each such transaction of (i) any of their purchases or sales of securities of the Issuer or (ii) any securities of the Issuer over which they acquire or dispose of beneficial ownership; *provided, however*, that each party agrees not to purchase or sell securities of the Issuer or otherwise increase or decrease its economic exposure to or beneficial ownership over the securities of the Issuer if it reasonably believes that, as a result of such action, the Group or any member thereof would be likely to be required to make any regulatory filing (including, but not limited to, a Schedule 13D amendment, Form 3 or Form 4) with the SEC without using its reasonable efforts to give the other members of the Group who will be a party to such filing at least twelve (12) hours prior written notice, (d) that each Nominee would provide ETFS and Mr. Tuckwell with advance written notice prior to effecting any purchase, sale, acquisition or disposal of any securities of the Issuer which he has, or would have, direct or indirect beneficial ownership, so that ETFS and Mr. Tuckwell has an opportunity to review the potential implications of any such transaction and such Nominees agreed that they shall not undertake or effect any purchase, sale, acquisition or disposal of any securities of the Issuer without the prior written consent of ETFS and Mr. Tuckwell, and (e) that ETFS and Mr. Tuckwell agreed to bear all pre-approved expenses (including fees of outside legal counsel, but excluding obligations under the Indemnification Agreements, which are governed by the terms thereof) incurred in connection with the Group’s activities; *provided, however*, that any such reimbursement shall not exceed \$7,500 in the aggregate for each Nominee (plus any applicable VAT/GST or sales tax). A form of the JFSA is attached hereto as Exhibit 99.2 and is incorporated herein by reference.

5

CUSIP No. 97717P104

ETFS has entered into letter agreements with each of the Nominees, other than Mr. Tuckwell, (the “Indemnification Agreements”), pursuant to which ETFS has agreed to indemnify such Nominees against claims arising from the solicitation of proxies from the Issuer’s stockholders in connection with the Annual Meeting and any related transactions. For the avoidance of doubt, such indemnification does not apply to any claims made against such Nominee(s) in their capacity as a director of the Issuer, if so elected. A form of the Indemnification Agreement is attached hereto as Exhibit 99.3 and is incorporated herein by reference.

Each of the Nominees, other than Mr. Tuckwell, has granted Martyn James and Mr. Tuckwell a power of attorney to execute certain SEC filings in connection with the Solicitation. A form of the Power of Attorney is attached hereto as Exhibit 99.4 and is incorporated herein by reference. Mr. Tuckwell has granted a power of attorney to Martyn James and Mark Weeks to execute certain SEC filings in connection with the Solicitation, which is attached hereto as Exhibit 99.5 and incorporated herein by reference.

ETFS has entered into compensation letter agreements with each of the Nominees, other than Mr. Tuckwell, (the “Compensation Agreements”) pursuant to which it has agreed to pay such Nominees: (i) \$50,000 in cash upon the provision by such Nominee of executed nominee documents and other information requested by ETFS or its representatives in connection with such Nominee’s nomination and (ii) \$50,000 in cash upon the earlier to occur of (a) the filing of a definitive proxy statement by ETFS

with the SEC relating to a solicitation of proxies in favor of such Nominee's election as a director of the Issuer at the Annual Meeting or (b) ETFS and its affiliates entering into an agreement with the Issuer with respect to such Nominee's election or appointment to the Board; provided, however, that, at ETFS's sole discretion, the payment provided for under clause (ii) above may be made at any time prior to the events in either (a) or (b) occurring. The Compensation Agreements terminate on the earliest to occur of (i) the Issuer's appointment or nomination of such Nominee as a director of the Issuer, (ii) the date of any agreement with the Issuer (x) in furtherance of such Nominee's nomination or appointment as a director of the Issuer or (y) with respect to the composition of the Board, (iii) ETFS's withdrawal of its nomination of such Nominee for election as a director of the Issuer, and (iv) the date of the Annual Meeting. A form of the Compensation Agreement is attached hereto as Exhibit 99.6 and is incorporated herein by reference.

Item 7. Material to be Filed as Exhibits

Item 7 is hereby amended to add the following exhibits:

- 99.1 [Press Release and Public Letter, dated April 12, 2023.](#)
- 99.2 [Joint Filing and Solicitation Agreement, dated April 12, 2023.](#)
- 99.3 [Form of Indemnification Agreement.](#)
- 99.4 [Form of Power of Attorney.](#)
- 99.5 [Graham Tuckwell, Power of Attorney, dated April 12, 2023.](#)
- 99.6 [Form of Compensation Agreement.](#)

SIGNATURES

After reasonable inquiry and to the best of his knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: April 14, 2023

ETFS Capital Limited

By: /s/ Graham Tuckwell

Name: Graham Tuckwell
Title: Chairman

/s/ Graham Tuckwell
Graham Tuckwell

**ETFS CAPITAL NOMINATES THREE HIGHLY QUALIFIED CANDIDATES TO
WISDOMTREE, INC. BOARD OF DIRECTORS**

ETFS Capital Believes Further Board Change is Now Needed, as the Board Additions Initiated by Us Last Year Have Not Been Enough to Trigger the Actions We Believe are Urgently Required to Address the Dismal Performance of the Company

Over the Last Five Years, Operating Income has declined by 2%, Even Though Assets Under Management have Increased by More Than 50%¹ Helped by the Market-Wide Trend of Investors Continuing to Move from Active Funds to ETFs

Over this Same Period WisdomTree's Total Stockholder Return has Significantly Underperformed Benchmark Indices²

ETFS Capital Believes its Nominees - Bruce E. Aust, Tonia Pankopf and Graham Tuckwell - Can Bring Much-Needed Governance, Capital Allocation, and Stockholder Perspective to the Board and Help Get the Company Back on Track

As the Largest Shareholder, with an 18% Economic Interest (\$183m³), the Interests of ETFS Capital are Clearly Aligned with all WisdomTree Stockholders

NEW YORK, NY – April 12, 2023 /Globe Newswire/ – ETFS Capital Limited (“ETFS Capital”), the largest combined owner of common stock, \$0.01 par value (the “Common Stock”), and Series A Non-Voting Convertible Preferred Stock (the “Series A Preferred Stock”) of WisdomTree, Inc. (“WisdomTree” or the “Company”) (NYSE: WT), with aggregate ownership of approximately 10.2% of the outstanding Common Stock, which together with its Series A Preferred Stock would represent approximately 18.3% of the Company’s outstanding Common Stock on an as-converted basis, announced today its nomination of three highly qualified individuals for election to the Board of Directors of WisdomTree (the “Board”) at the Company’s 2023 annual meeting of stockholders and issued an open letter to the Board.

The full text of the letter follows:

April 12, 2023

Dear Board Members,

As you are well aware, ETFS Capital Limited (“ETFS Capital”) is the largest shareholder in the Company, when combining our Common Stock and Series A Preferred Stock, which on a combined and as-converted basis represent approximately 18.3% of the Company’s outstanding shares - \$183m⁴ of our own capital.

Despite ETFS Capital being the Company’s largest shareholder, the board of directors (the “Board”) has repeatedly refused to engage with us in any meaningful way since May 25, 2022. On August 16 and November 1, 2022, at our urging, we gave detailed presentations with the sole purpose of assisting the Board, in improving WisdomTree’s operations and strategic decision-making. Despite repeated requests on our part thereafter, you have given no feedback on these presentations, nor have we seen evidence of any material changes being implemented in the areas of concern we raised.

¹ Source: WisdomTree 2018 Annual Report & WisdomTree 2022 Annual Report.

² Source: Bloomberg. Relevant indices include, Russell 2000 Index, S&P Composite 1500 Asset Management & Custody Banks Index and Blackrock.

³ Source: Bloomberg based on an April 11, 2023 closing price of \$6.10 per share.

⁴ *Id.*

Instead, your apparent reaction has been to reinstate the Stockholder Rights Plan (Poison Pill) and to further enhance the already generous Executive Severance Plan. We consider these to be the actions of a board who is afraid to be held to account by its stockholders.

When we sold our leading European ETC business to the Company in 2018, we took the majority of the consideration in stock, indicating our belief in the Company and expecting the stock price to increase solidly as a result of enhanced earnings per share that our business delivered to WisdomTree and the tailwinds from investors continuing to move from actively managed funds to exchange-traded funds. WisdomTree recognized the value of the ETC business as highlighted in the following statements by your CEO:

“The acquisition will immediately add scale, diversification and profitability to our business in Europe, the second largest ETF market in the world and a growing and strategically important region for us and the entire industry. The addition of this complementary and competitively positioned commodity business is an important development in WisdomTree’s strategy to establish itself as a differentiated and diversified ETP provider that can thrive globally and generate long-term shareholder value.”⁵

When WisdomTree acquired this leading business on April 12, 2018, its stock price closed at \$9.11⁶. Since then, we believe a lack of focus on the core business, poor capital allocation decisions, failure to manage operating expenses, and undue emphasis on the misguided WT Prime initiative has led to the consequential destruction of stockholder value that has been seen. As of March 17, 2023, the day WisdomTree adopted its latest Poison Pill, its share price had declined to \$5.62 – down 38% since April 12, 2018.^[7] It is clear, in our view, that the Board has failed to provide the necessary management oversight resulting in massive stockholder value destruction.

More specifically, since the acquisition of the ETFS ETC business on April 12, 2018, the Company’s Total Stockholder Return has been **negative 34%** compared to +21% for the Russell 2000 Index, +23% for the S&P Composite 1500 Asset Management & Custody Banks Index and +51% for Blackrock, the market leader in the ETF space.⁸

Even more disappointing is the apparent extreme underperformance at an operating level. Since 2018, Operating Income has decreased by 2% and revenue has increased by just 10%, despite AUM, driven by the market-wide trend of investors moving from active funds to ETFs, increasing by 52%.⁹

We believe that WisdomTree needs a new plan, with improved execution and greatly enhanced Board oversight. Specifically, we believe WisdomTree needs to focus on achieving operational efficiency and on its core ETF business, and re-evaluate all capital allocation decisions including WT Prime.

ETFS Capital has significant experience in these areas with a long, successful track record of driving operational, financial, strategic, and governance changes that benefit employees, customers, and stockholders. ETFS Capital, led by Graham Tuckwell, is one of the oldest and most successful independent ETF operators globally, having created over \$1 billion of enterprise value since its launch by operating ETF issuance businesses and allocating capital to businesses in the ETF ecosphere and Digital Assets space.

⁵ Source: WisdomTree Press Release November 13, 2017, available at <https://www.wisdomtree.eu/en-gb/press-room/tabs/latest-news/wisdomtree-to-acquire-etf-securities>.

⁶ Source: Bloomberg.

⁷ Source: Bloomberg.

⁸ Source: Bloomberg. Total Shareholder Return calculated from the date of closing of the sale of the ETC business on April 12, 2018 to the issuance of the Board's Year-End Letter to Stockholders on December 21, 2022, reaffirming support for the management strategy.

⁹ Source: WisdomTree 2018 Annual Report & WisdomTree 2022 Annual Report.

We firmly believe that with the right Board in place, WisdomTree can be a best-in-class company in its industry and generate significant value for all stockholders.

Last year we were successful in initiating these much-needed changes through the addition of two highly qualified new directors with extensive ETF industry experience to the Board - Deborah Fuhr and Lynn Blake. We intend to support these directors again at the Company's 2023 annual meeting of stockholders (the "2023 Annual Meeting").

In addition, our efforts were instrumental in getting the Company to begin a phased de-classification of the Board.

However, in our view these changes clearly have not been enough and have been undermined by long-tenured incumbent directors maintaining all the key board positions – specifically, Frank Salerno (Chairman of the Board and Chair, Compensation Committee), Win Neuger (Chair, Nominating and Governance Committee), and Anthony Bossone (Chair, Audit Committee).

It is clear to us that the Board needs further change (but not by way of individuals cherry-picked by the long-tenured directors) to trigger the actions urgently required to address the dismal performance of the Company. We recently sought to engage with the Board in a constructive dialogue on this matter to reach a mutually agreeable resolution to avoid a proxy contest for 2023, but you have repeatedly refused to have any meaningful dialogue or make any offer or proposal that might assist in reaching any form of settlement.

For those reasons, in order to preserve our rights ahead of the 2023 Annual Meeting and as further described in our formal notice of nomination delivered to the Company today, we are nominating three highly-qualified director candidates – Bruce E. Aust, Tonia Pankopf, and Graham Tuckwell – for election at the 2023 Annual Meeting. We strongly believe that these individuals, if elected, would bring much-needed governance, capital allocation and operational expertise, as well as a stockholder perspective to WisdomTree's boardroom.

Despite the Company's inaction in recent weeks, we remain open to reaching a mutually agreeable solution. We have acted in good faith to try to assist the Board in addressing the poor performance of the Company and, as the largest stockholder, we firmly believe our interests are aligned with those of all WisdomTree stockholders.

Yours truly,

Graham Tuckwell
Executive Chairman
ETFS Capital Limited

Our Nominees:

Bruce E. Aust.

Mr. Aust currently serves as a strategic advisor to the Anthemis Group, a venture capital firm, since February 2021, and a strategic advisor to 150Bond, an advisory firm to C-level executives, since March 2020. Previously, Mr. Aust served in various executive roles at Nasdaq, Inc., a global technology company serving the capital markets and other industries, including serving as Vice Chairman from 2015 to December 2019 and as Executive Vice President of Global Listings from 2003 to 2014. Earlier in his career, Mr. Aust served in several roles within the retail brokerage unit of Fidelity Investments, a multinational financial services corporation, including as Vice President. Mr. Aust currently serves as a member of the board of directors of Anthemis Digital Acquisitions I Corp., a publicly traded special purpose acquisition corporation, since January 2022, and as Chairman of the board of directors of AEGIS Swap Execution Facility, LLC, a marketplace for commodities brokers, financial counterparties and commercial end-users to negotiate and execute swaps, since September 2021. Mr. Aust also serves as a member of the Advisory Board of Ridgeway Partners, LLC, a global advisory firm specializing in executive search, board appointments and succession planning, since April 2021. He previously served as President of the Nasdaq Entrepreneurial Center, a non-profit organization designed to engage emerging entrepreneurs. Mr. Aust earned a B.S. in Business Administration from the University of Southern Mississippi.

Tonia Pankopf.

Ms. Pankopf currently serves as Managing Partner of Pareto Advisors, LLC, an investment, financial and strategic advisory firm, since 2005. Ms. Pankopf also currently serves on the board of directors as a member of the Valuation, Audit and Nominating and Corporate Governance Committees, of 180 Degree Capital Corp., a registered closed-end investment management company, since August 2020. Previously, Ms. Pankopf served on the board of directors, as well as serving as Audit Chair and as a member of the Nominating and Corporate Governance and CEO Search Committees, of Landec Corporation (n/k/a Lifecore Biomedical, Inc.), a fully integrated contract development and manufacturing organization in the pharmaceutical industry, from November 2012 to November 2022. From 2003 to 2017, Ms. Pankopf served on the board of directors of Oxford Square Capital Corporation (formerly TICC Capital Corporation), a registered closed-end investment management company. Earlier in her career, Ms. Pankopf held Vice President and Senior Equity Analyst positions at Goldman Sachs & Co., a global investment bank, and Merrill Lynch & Co., a global investment bank. Ms. Pankopf's experience also includes hedge fund portfolio management at P.A.W. Capital Partners, an investment advisory firm, and Palladio Capital Management, an investment advisory firm. Ms. Pankopf previously served on the Board of the University System of Maryland Foundation, from 2006 to 2012. Ms. Pankopf is a Governance Fellow and member of the National Association of Corporate Directors. She is also a qualified financial expert. Ms. Pankopf received a Bachelor of Arts summa cum laude from the University of Maryland and a Master of Science degree from the London School of Economics.

Graham Tuckwell AO.

Mr. Tuckwell is the Founder and Executive Chairman of ETFS Capital Limited (f/k/a ETF Securities Limited), a strategic investment company focused on growth opportunities across the ETF ecosystem. Mr. Tuckwell founded ETF Securities Limited in 2004 and it became one of the leading issuers of Exchange Traded Products in Europe. In 2018 the European and US businesses were sold but the Australian business was retained, and under his guidance, as Executive Chairman of ETF Securities Australia, assets under management increased by more than 400%. Mr. Tuckwell is credited with creating the world's first gold ETF when he launched GOLD on the Australian Stock Exchange in 2003. Later that year, he launched a similar product, GBS, on the London Stock Exchange in partnership with the World Gold Council. Prior to working in the ETF industry, Mr. Tuckwell worked in corporate advisory and investment banking for 20 years in Australia and London, and before then, he worked as an economist in the Department of Prime Minister and Cabinet in Canberra. He holds a Bachelor of Economics (Honours) degree and a Bachelor of Laws degree from the Australian National University. In 2015 he was awarded an honorary Doctorate degree from the Australia National University, in 2016 he received the ETF.com Lifetime Achievement Award for Europe, and in the 2022 Australia Day Honours List he was appointed an Officer of the Order of Australia for "distinguished service to the community through philanthropic support of educational scholarships, and to business."

About ETFS Capital Limited

ETFS Capital is a London-based strategic investment company focused on growth opportunities across the ETF ecosystem. As part of its investment process, ETFS Capital receives and analyses many dozens of business ideas and proposals within the ETF ecosphere each year and conducts in-depth technical and commercial due diligence on the companies where it chooses to deploy capital. Thereafter it engages in a hands-on approach, as a partner to management teams and Boards bringing its unparalleled industry-specific expertise for the benefit of those companies.

CERTAIN INFORMATION CONCERNING THE PARTICIPANTS

ETFS Capital Limited, a Jersey company (“ETFS Capital”), together with the other participants in its anticipated solicitation (collectively, “ETFS”), intends to file a preliminary proxy statement and accompanying **GOLD** proxy card with the Securities and Exchange Commission (“SEC”) to be used to solicit votes in connection with the 2023 annual meeting of stockholders of WisdomTree, Inc., a Delaware corporation (the “Company”).

ETFS STRONGLY ADVISES ALL STOCKHOLDERS OF THE COMPANY TO READ THE PROXY STATEMENT AND OTHER PROXY MATERIALS AS THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION. SUCH PROXY MATERIALS WILL BE AVAILABLE AT NO CHARGE ON THE SEC'S WEB SITE AT [HTTP://WWW.SEC.GOV](http://www.sec.gov). IN ADDITION, THE PARTICIPANTS IN THIS PROXY SOLICITATION WILL PROVIDE COPIES OF THE PROXY STATEMENT WITHOUT CHARGE, WHEN AVAILABLE, UPON REQUEST. REQUESTS FOR COPIES SHOULD BE DIRECTED TO THE PARTICIPANTS' PROXY SOLICITOR.

The participants in the proxy solicitation are anticipated to be ETFS Capital, Bruce E. Aust, Tonia Pankopf and Graham Tuckwell AO.

As of the date hereof, ETFS Capital beneficially owns directly 15,250,000 shares of Common Stock, \$0.01 par value per share (the “Common Stock”) and 14,750 shares of Series A Non-Voting Convertible Preferred Stock, par value \$0.01 (the “Series A Preferred Stock”). Mr. Tuckwell, as the Executive Chairman and controlling shareholder of ETFS Capital, may be deemed to beneficially own the 15,250,000 shares of Common Stock directly owned by ETFS Capital and the 14,750 shares of Series A Preferred Stock directly owned by ETFS Capital. As of the date hereof, Mr. Aust and Ms. Pankopf do not beneficially own any securities of the Company.

Investor Contacts:

ETFS Capital:

Martyn James, +44 (0) 207-509-0674
info@etfscapital.com

JOINT FILING AND SOLICITATION AGREEMENT

WHEREAS, certain of the undersigned are stockholders, direct or beneficial, of WisdomTree, Inc., a Delaware corporation (the “Company”);

WHEREAS, ETFS Capital Limited, a Jersey company, and Graham Tuckwell (collectively, “ETFS”) and Bruce E. Aust and Tonia Pankopf (the “Nominees”) wish to form a group for the purpose of working together to enhance stockholder value at the Company, including seeking representation on the Board of Directors of the Company (the “Board”) at the 2023 annual meeting of stockholders of the Company (including any other meeting of stockholders held in lieu thereof, and any adjournments, postponements, reschedulings or continuations thereof, the “Annual Meeting”), and for the purpose of taking all other action necessary to achieve the foregoing.

NOW, IT IS AGREED, this 12th day of April 2023 by the parties hereto:

1. In accordance with Rule 13d-1(k)(1)(iii) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), each of the undersigned (collectively, the “Group”) agrees to the joint filing on behalf of each of them of statements on Schedule 13D, and any amendments thereto, with respect to the securities of the Company, if applicable. Each member of the Group shall be responsible for the accuracy and completeness of his, her or its own disclosure therein, and is not responsible for the accuracy and completeness of the information concerning the other members, unless such member knows or has reason to know that such information is inaccurate.

2. For so long as this agreement is in effect, each of the undersigned shall provide written notice to Olshan Frome Wolosky LLP (“Olshan”), such notice to be given no later than four (4) hours after each such transaction, of (i) any of their purchases or sales of securities of the Company or (ii) any securities of the Company over which they acquire or dispose of beneficial ownership; *provided, however*, that each party agrees not to purchase or sell securities of the Company or otherwise increase or decrease its economic exposure to or beneficial ownership over the securities of the Company if it reasonably believes that, as a result of such action, the Group or any member thereof would be likely to be required to make any regulatory filing (including, but not limited to, a Schedule 13D amendment, Form 3 or Form 4 with the Securities and Exchange Commission (the “SEC”)) without using its reasonable efforts to give the other members of the Group who will be a party to such filing at least twelve (12) hours prior written notice. For purposes of this agreement, the term “beneficial ownership” shall have the meaning of such term set forth in Rule 13d-3 under the Exchange Act.

3. Notwithstanding the foregoing, so long as this agreement is in effect, each of the Nominees agree to provide ETFS advance written notice prior to effecting any purchase, sale, acquisition or disposal of any securities of the Company which she has, or would have, direct or indirect beneficial ownership, so that ETFS has an opportunity to review the potential implications of any such transaction in the securities of the Company and pre-clear any such potential transaction in the securities of the Company by the Nominees. Each of the Nominees agree that she shall not undertake or effect any purchase, sale, acquisition or disposal of any securities of the Company without the prior written consent of ETFS.

4. Each of the undersigned agrees to form the Group for the purpose working together to enhance stockholder value at the Company, including (i) soliciting proxies or written consents for the election of the persons nominated by the Group to the Board at the Annual Meeting, (ii) taking such other actions as the parties deem advisable, and (iii) taking all other action necessary or advisable to achieve the foregoing.

5. Each of the undersigned agrees that all out-of-pocket costs and expenses (including fees of outside legal counsel, but excluding any obligations under any written indemnification agreements between ETFS, on the one hand, and the Nominees, on the other hand, which will be governed by the terms thereof) incurred in connection with the Group’s activities set forth in Section 4 beginning with the activities of ETFS directly relating to its initial formation of the Group, including the preparation of this agreement and any future SEC filings, and so long as this agreement is in effect (the “Expenses”), must be pre-approved by a representative of ETFS, and ETFS agrees to pay directly all such pre-approved expenses. ETFS hereby approves all reasonable Expenses incurred as of the date hereof by such parties and hereby agrees to reimburse the Nominees for their reasonable legal expenses incurred in connection with the review and execution of this agreement and any other documents in connection with such Nominees’ potential nomination by the Group for election as a director of the Company at the Annual Meeting; *provided, however*, that any such reimbursement shall not exceed \$7,500 in the aggregate for each Nominee (plus any applicable VAT/GST or sales taxes).

6. Each of the undersigned agrees that any SEC filing, press release, public stockholder communication or Company communication proposed to be made or issued by the Group or any member of the Group in connection with the Group’s activities set forth in Section 4 shall be as directed by ETFS.

7. The relationship of the parties hereto shall be limited to carrying on the business of the Group in accordance with the terms of this agreement. Such relationship shall be construed and deemed to be for the sole and limited purpose of carrying on such business as described herein. Nothing herein shall be construed to authorize any party to act as an agent for any other party, or to create a joint venture or partnership, or to constitute an indemnification. Nothing herein shall restrict any party’s right to purchase or sell securities of the Company, as he, she or it deems appropriate, in his, her or its sole discretion, respectively, provided that all such transactions are made in compliance with the terms of this agreement and all applicable securities laws.

8. This agreement may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

9. This agreement is governed by and will be construed in accordance with the laws of the State of New York. Any legal action or proceeding arising out of the provisions of this agreement or the parties’ investment in the Company shall be brought and determined in the United States District Court for the Southern District of New York located in the Borough of Manhattan or the courts of the State of New York located in the County of New York.

2

10. The parties’ rights and obligations under this agreement (other than the rights and obligations set forth in Section 5 and Section 9 which shall survive any termination of this agreement) shall terminate immediately after the conclusion of the activities set forth in Section 4 or as otherwise agreed to by the parties. Any party hereto may terminate his/her/its obligations under this agreement on 24 hours’ written notice to all other parties, with a copy by fax or email to Andrew Freedman at Olshan: Fax No. (212) 451-2222; email: afreedman@olshanlaw.com.

11. Each party acknowledges that Olshan shall act as counsel for both the Group and ETFS and its affiliates relating to their investment in the Company.

12. The terms and provisions of this agreement may not be modified, waived or amended without the written consent of each of the parties hereto

13. Each of the undersigned parties hereby agrees that this agreement shall be filed as an exhibit to a Schedule 13D pursuant to Rule 13d-1(k)(1)(iii) under the Exchange Act.

3

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year first above written.

ETFS CAPITAL LIMITED

By: /s/ Graham Tuckwell
Name: Graham Tuckwell
Title: Chairman

/s/ Graham Tuckwell
GRAHAM TUCKWELL

/s/ Bruce E. Aust
BRUCE E. AUST

/s/ Tonia Pankopf
TONIA PANKOPF

ETFS CAPITAL LIMITED
Ordnance House, 31 Pier Road
St. Helier, Jersey JE2 4XW

April 12, 2023

[Nominee]
[Address]

Re: **WisdomTree, Inc.**

Dear [Nominee]:

Thank you for agreeing to serve as a nominee for election to the Board of Directors of WisdomTree, Inc. (the "Company"), in connection with the proxy solicitation that ETFS Capital Limited and certain of its affiliates (collectively, the "Indemnifying Parties") are considering undertaking to nominate and elect directors at the Company's 2023 annual meeting of stockholders, or any other meeting of stockholders held in lieu thereof, and any adjournments, postponements, reschedulings or continuations thereof (the "Solicitation"). Your outstanding qualifications, we believe, will prove a valuable asset to the Company and all of its stockholders. This letter will set forth the terms of our agreement.

Subject to the terms and condition contained herein, the Indemnifying Parties agree to advance costs of defense relating to, indemnify, and hold you harmless against, any and all claims of any nature arising from the Solicitation and any related transactions, irrespective of the outcome; provided, however, that you will not be entitled to indemnification for claims arising from your gross negligence, willful misconduct, intentional and material violations of law, criminal actions, provision to the Indemnifying Parties or any of their affiliates of false or misleading information (including false or misleading information on any questionnaire you are requested to complete by the Indemnifying Parties or any of their affiliates), or material breach of the terms of this letter agreement; provided, further, that except for acts in connection with the Solicitation and any related transactions which occurred prior to your being elected a director of the Company, the indemnification and other obligations hereunder shall terminate upon your becoming a director of the Company. This indemnification will include any and all losses, liabilities, damages, demands, claims, suits, actions, judgments, or causes of action, assessments, costs and expenses, including, without limitation, interest, penalties, reasonable attorneys' fees, and any and all reasonable costs and expenses incurred in investigating, preparing for or defending against any litigation, commenced or threatened, any civil, criminal, administrative or arbitration action, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation asserted against, resulting, imposed upon, or incurred or suffered by you, directly or indirectly, as a result of or arising from the Solicitation and any related transactions (each, a "Loss").

In the event of a claim against you pursuant to the prior paragraph or the occurrence of a Loss, you shall give the Indemnifying Parties prompt written notice of such claim or Loss (a "Loss Notice") (provided that failure to promptly notify the Indemnifying Parties shall not relieve the Indemnifying Parties from any liability which it may have on account of this letter agreement, except to the extent the Indemnifying Parties shall have been materially prejudiced by such failure). Upon receipt of a Loss Notice, the Indemnifying Parties will provide you with counsel to represent you if you do not already have counsel of your own. Such counsel shall be reasonably acceptable to you. The Indemnifying Parties shall advance all expenses incurred by or on behalf of you for all Losses suffered or incurred by you as provided herein within thirty (30) days after the receipt by the Indemnifying Parties of such Loss Notice, provided, however, that such written notice shall include or be preceded or accompanied by a written undertaking by or on behalf of you to repay any expenses advanced by the Indemnifying Parties if it shall ultimately be determined that you are not entitled to be indemnified against such expenses under this agreement.

The Indemnifying Parties may not enter into any settlement of any Loss or claim without your consent unless such settlement includes a release of you from any and all liability in respect of such Loss or claim and does not require you to admit to any violation of any law, order or regulation. Notwithstanding anything to the contrary set forth in this letter agreement, the Indemnifying Parties shall not be responsible for any fees, costs or expenses of separate legal counsel retained by you without the Indemnifying Parties' prior written approval. In addition, you agree not to enter into any settlement of any Loss or claim without the written consent of the Indemnifying Parties, which consent will not be unreasonably withheld.

You hereby agree to keep confidential and not disclose to any party, without the consent of the Indemnifying Parties, any confidential, proprietary or non-public information (collectively, "Information") of the Indemnifying Parties, its affiliates or any other party to that certain Joint Filing and Solicitation Agreement with respect to the Solicitation which you have heretofore obtained or may obtain in connection with your service as a nominee hereunder. Notwithstanding the foregoing, Information shall not include any information that is publicly disclosed by the Indemnifying Parties, its affiliates or any other party to that certain Joint Filing and Solicitation Agreement with respect to the Solicitation or any information that you can demonstrate is now, or hereafter becomes, through no act or failure to act on your part, otherwise generally known to the public.

Notwithstanding the foregoing, if you are required by applicable law, rule, regulation or legal process to disclose any Information you may do so provided that you first promptly notify the Indemnifying Parties (a "Disclosure Notice") so that the Indemnifying Parties may seek a protective order or other appropriate remedy or, in the Indemnifying Parties' sole discretion, waive compliance with the terms of this letter agreement. In the event that no such protective order or other remedy is obtained or the Indemnifying Parties do not waive compliance with the terms of this letter agreement, you may consult with counsel at the cost of the Indemnifying Parties and you may furnish only that portion of the Information which you are advised by counsel is legally required to be so disclosed and you will request that the party(ies) receiving such Information maintain it as confidential. The Indemnifying Parties hereby agree to pay for the cost of seeking such a protective order or other appropriate remedy and for your consultation with counsel, as applicable.

All Information, all copies thereof, and any studies, notes, records, analysis, compilations or other documents prepared by you containing such Information, shall be and remain the property of the Indemnifying Parties and, upon request of a representative of the Indemnifying Parties, all such information shall be returned or, at the Indemnifying Parties' option, destroyed by you, with such destruction confirmed by you to the Indemnifying Parties in writing.

This letter agreement shall be governed by the laws of the State of New York, without regard to the principles of the conflicts of laws thereof.

This letter agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

* * *

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year first above written.

ETFs Capital Limited

By:

Name: Graham Tuckwell
Title: Chairman

[Nominee]

POWER OF ATTORNEY

Know all by these presents, that the undersigned hereby constitutes and appoints Graham Tuckwell and Martyn James, or either of them, the undersigned's true and lawful attorney-in-fact to take any and all lawful action in connection with (i) the reporting of the undersigned's beneficial ownership of, or participation in a group (the "Group") with respect to, securities of WisdomTree, Inc., a Delaware corporation (the "Company") directly or indirectly beneficially owned by ETFs Capital Limited or any of its affiliates (collectively, "ETFs") in order to ensure compliance with applicable legal or regulatory obligations or the rules of any stock exchange and (ii) any proxy solicitation by ETFs to elect ETFs' slate of director nominees to the board of directors of the Company at the 2023 annual meeting of stockholders of the Company (the "Solicitation"), so long as all information provided or otherwise disclosed, either publicly or privately, to any third party with respect to the undersigned is the same as that provided by, or confirmed in writing by the undersigned or is otherwise readily publicly available. Such action shall include, but not be limited to:

1. if applicable, executing for and on behalf of the undersigned any Schedule 13D, and amendments thereto, filed by ETFs that are required to be filed under Section 13(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") and the rules thereunder in connection with the undersigned's beneficial ownership of, or participation in a group with respect to, securities of the Company or the Solicitation;

2. if applicable, executing for and on behalf of the undersigned all Forms 3, 4 and 5 required to be filed under Section 16(a) of the Exchange Act in connection with the undersigned's beneficial ownership of, or participation in a group with respect to, securities of the Company or the Solicitation; and

3. executing for and on behalf of the undersigned all Joint Filing and Solicitation Agreements or similar documents as to which the undersigned shall agree in writing to the terms in advance; provided, however, that with respect to any amendment of any Joint Filing and Solicitation Agreement or similar document that the undersigned is a party to, the undersigned agrees that, to the extent such amendment is solely to add or remove a party thereto (other than the undersigned), such attorney-in-fact may execute such document for and on behalf of the undersigned in such attorney-in-fact's sole discretion; provided, further, that, notwithstanding anything to the contrary contained herein, such attorney-in-fact shall not execute any agreement to which the undersigned would be a party unless the undersigned has agreed in writing to the terms thereof in advance, other than those certain amendments to any Joint Filing and Solicitation Agreement or similar document referenced immediately above.

Graham Tuckwell and Martyn James, or either of them, agree to provide, or cause to be provided, to the undersigned with a reasonable opportunity to review and comment on draft copies of (i) any Schedule 13D, and amendments thereto that are required to be filed by the undersigned under Section 13(d) of the Exchange Act, and (ii) any Forms 3, 4 and 5 required to be filed by the undersigned under Section 16(a) of the Exchange Act, and shall consider in good faith any comments of the undersigned; provided that the foregoing shall not prevent or delay the Group from timely filing such form(s) with the United States Securities and Exchange Commission and any stock exchange or similar authority as required under applicable law or regulation. The undersigned hereby grants to such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary, or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, or such attorney-in-fact's substitutes, shall lawfully do or cause to be done by virtue of this Power of Attorney and the rights and powers herein granted. The undersigned acknowledges that the foregoing attorneys-in-fact, in serving in such capacity at the request of the undersigned, is not assuming any of the undersigned's responsibilities to comply with Section 13(d), Section 16 or Section 14 of the Exchange Act.

This Power of Attorney shall remain in full force and effect until the undersigned is no longer a member of the Group unless earlier revoked by the undersigned in a signed writing delivered to the foregoing attorneys-in-fact.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 12th day of April 2023.

[NOMINEE]

POWER OF ATTORNEY

Know all by these presents, that the undersigned hereby constitutes and appoints Mark Weeks and Martyn James, or either of them, the undersigned's true and lawful attorney-in-fact to take any and all lawful action in connection with (i) the reporting of the undersigned's beneficial ownership of, or participation in a group (the "Group") with respect to, securities of WisdomTree, Inc., a Delaware corporation (the "Company") directly or indirectly beneficially owned by ETFs Capital Limited or any of its affiliates (collectively, "ETFs") in order to ensure compliance with applicable legal or regulatory obligations or the rules of any stock exchange and (ii) any proxy solicitation by ETFs to elect ETFs' slate of director nominees to the board of directors of the Company at the 2023 annual meeting of stockholders of the Company (the "Solicitation"), so long as all information provided or otherwise disclosed, either publicly or privately, to any third party with respect to the undersigned is the same as that provided by, or confirmed in writing by the undersigned or is otherwise readily publicly available. Such action shall include, but not be limited to:

1. if applicable, executing for and on behalf of the undersigned any Schedule 13D, and amendments thereto, filed by ETFs that are required to be filed under Section 13(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") and the rules thereunder in connection with the undersigned's beneficial ownership of, or participation in a group with respect to, securities of the Company or the Solicitation;

2. if applicable, executing for and on behalf of the undersigned all Forms 3, 4 and 5 required to be filed under Section 16(a) of the Exchange Act in connection with the undersigned's beneficial ownership of, or participation in a group with respect to, securities of the Company or the Solicitation; and

3. executing for and on behalf of the undersigned all Joint Filing and Solicitation Agreements or similar documents as to which the undersigned shall agree in writing to the terms in advance; provided, however, that with respect to any amendment of any Joint Filing and Solicitation Agreement or similar document that the undersigned is a party to, the undersigned agrees that, to the extent such amendment is solely to add or remove a party thereto (other than the undersigned), such attorney-in-fact may execute such document for and on behalf of the undersigned in such attorney-in-fact's sole discretion; provided, further, that, notwithstanding anything to the contrary contained herein, such attorney-in-fact shall not execute any agreement to which the undersigned would be a party unless the undersigned has agreed in writing to the terms thereof in advance, other than those certain amendments to any Joint Filing and Solicitation Agreement or similar document referenced immediately above.

Mark Weeks and Martyn James, or either of them, agree to provide, or cause to be provided, to the undersigned with a reasonable opportunity to review and comment on draft copies of (i) any Schedule 13D, and amendments thereto that are required to be filed by the undersigned under Section 13(d) of the Exchange Act, and (ii) any Forms 3, 4 and 5 required to be filed by the undersigned under Section 16(a) of the Exchange Act, and shall consider in good faith any comments of the undersigned; provided that the foregoing shall not prevent or delay the Group from timely filing such form(s) with the United States Securities and Exchange Commission and any stock exchange or similar authority as required under applicable law or regulation. The undersigned hereby grants to such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary, or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, or such attorney-in-fact's substitutes, shall lawfully do or cause to be done by virtue of this Power of Attorney and the rights and powers herein granted. The undersigned acknowledges that the foregoing attorneys-in-fact, in serving in such capacity at the request of the undersigned, is not assuming any of the undersigned's responsibilities to comply with Section 13(d), Section 16 or Section 14 of the Exchange Act.

This Power of Attorney shall remain in full force and effect until the undersigned is no longer a member of the Group unless earlier revoked by the undersigned in a signed writing delivered to the foregoing attorneys-in-fact.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 12th day of April 2023.

/s/ Graham Tuckwell

GRAHAM TUCKWELL

ETFS CAPITAL LIMITED
Ordnance House, 31 Pier Road
St. Helier, Jersey JE2 4XW

April 12, 2023

[Nominee]
[Address]

Dear [Nominee]:

This letter sets forth our mutual agreement with respect to compensation to be paid to you for your agreement to be named and serve as a nominee of ETFS Capital Limited (“ETFS Capital”), certain of its affiliates (collectively “ETFS”), for election as a director of WisdomTree, Inc. (the “Company”) at the Company’s 2023 annual meeting of stockholders including any other meeting of stockholders held in lieu thereof, and any adjournments, postponements, reschedulings or continuations thereof (the “Annual Meeting”).

In consideration of your agreement to be named and serve as a nominee of ETFS Capital for election as a director of the Company at the Annual Meeting, the undersigned hereby agrees to pay you (i) \$50,000 in cash following (x) the execution of this letter agreement by ETFS Capital and you and (y) the provision by you of all information, including executed nominee documents, requested by ETFS Capital or its representatives or advisors in connection with your nomination (with such payment to be made promptly thereafter) and (ii) \$50,000 in cash upon the earlier to occur of (a) the filing by ETFS of a definitive proxy statement with the U.S. Securities and Exchange Commission relating to a solicitation of proxies in favor of your election as a director of the Company at the Annual Meeting or (b) ETFS entering into an agreement with the Company with respect to your election or appointment to the Company’s board of directors (the “Board”); *provided, however*, that, at ETFS’s sole discretion, it may determine to compensate you the \$50,000 provided for under clause (ii) above at any date of its choosing, prior to the events in either (a) or (b) occurring.

The term of this letter agreement shall commence on the date hereof and shall remain in effect until the earliest to occur of (i) the Company’s appointment or nomination of you for election as a director of the Company, (ii) the date of any agreement with the Company (x) in furtherance of your nomination or appointment as a director of the Company or (y) with respect to the composition of the Board, (iii) ETFS’s withdrawal of your nomination for election as a director of the Company, and (iv) the date of the Annual Meeting.

The validity, interpretation, construction and performance of this letter agreement shall be governed by the laws of the State of New York, without regard to its principles of conflict of laws, and by applicable laws of the United States. The parties hereto consent to the jurisdiction of the New York State and United States courts located in New York County, New York for the resolution of any disputes hereunder and agree that venue shall be proper in any such court notwithstanding any principle of forum non conveniens and that service of process on the parties hereto in any proceeding in any such court may be effected in the manner provided herein for the giving of notices. The parties hereto waive trial by jury in respect of any such proceeding.

This letter agreement shall bind and inure to the benefit of you and your heirs, successors and assigns.

This letter agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument.

ETFS Capital Limited

By: _____
Name: Graham Tuckwell
Title: Chairman

Accepted and Agreed to:

[NOMINEE]