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

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**FORM 8-K**

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

Date of Report (Date of earliest event reported): March 18, 2024

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**WisdomTree, Inc.**

(Exact name of Registrant as Specified in Its Charter)

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**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**001-10932**  
(Commission File Number)

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

**250 West 34<sup>th</sup> Street**  
**3<sup>rd</sup> Floor**  
**New York, NY**  
(Address of Principal Executive Offices)

**10119**  
(Zip Code)

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

**Not Applicable**  
(Former Name or Former Address, if Changed Since Last Report)

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

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.01 par value	WT	The New York Stock Exchange
Preferred Stock Purchase Rights		The New York Stock Exchange

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

Emerging growth company

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

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**Item 1.01 Entry into a Material Definitive Agreement.**

The information set forth under “Item 3.03 Material Modification to Rights of Security Holders” of this Current Report on Form 8-K is incorporated into this Item 1.01 by reference.

**Item 3.03 Material Modification to Rights of Security Holders.**

On March 18, 2024, WisdomTree, Inc. (the “Company”) entered into Amendment No. 3 (the “Amendment”) to the Stockholder Rights Agreement, dated as of March 17, 2023, between the Company and Continental Stock Transfer & Trust Company, as Rights Agent, as amended (the “Rights Agreement”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Rights Agreement.

The Amendment extends the expiration date of the Rights Agreement. Specifically, the Rights will now expire at the close of business on March 17, 2025; provided that if the Company’s stockholders have not ratified the extension of the Rights Agreement by the close of business on the first day after the Company’s 2024 annual meeting of stockholders (including any adjournments or postponements thereof), the Rights will expire at such time, in each case, unless previously redeemed or exchanged by the Company.

The Amendment also changes the definition of Exercise Price in the Rights Agreement from \$32.00 to \$45.00.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the complete text of the Amendment, a copy of which is attached hereto as Exhibit 4.1 and incorporated herein by reference.

**Item 8.01 Other Events.**

On March 18, 2024, the Company issued a press release announcing the extension of the Rights Agreement. A copy of the press release is attached hereto as Exhibit 99.1 and incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits:

<b>Exhibit No.</b>	<b>Description</b>
4.1	<a href="#">Amendment No. 3, dated as of March 18, 2024, to Stockholder Rights Agreement, dated as of March 17, 2023, as amended, between WisdomTree, Inc. and Continental Stock Transfer &amp; Trust Company, as Rights Agent</a>
99.1	<a href="#">Press Release issued by WisdomTree, Inc., dated March 18, 2024</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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**SIGNATURES**

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

WisdomTree, Inc.

Date: March 18, 2024

By: /s/ Marci Frankenthaler  
Marci Frankenthaler  
Chief Legal Officer and Secretary

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**AMENDMENT NO. 3 TO STOCKHOLDER RIGHTS AGREEMENT**

This **AMENDMENT NO. 3 TO STOCKHOLDER RIGHTS AGREEMENT**, dated as of March 18, 2024 (this “Amendment”), is made and entered into by and between WisdomTree, Inc., a Delaware corporation (the “Company”), and Continental Stock Transfer & Trust Company, a federally chartered trust company, as Rights Agent (the “Rights Agent”). Except as otherwise provided herein, capitalized terms used but not otherwise defined in this Amendment shall have the meanings ascribed to such terms in the Agreement (as defined below).

**RECITALS**

**WHEREAS**, the Company and the Rights Agent previously entered into that certain Stockholder Rights Agreement, dated as of March 17, 2023 (as amended pursuant to Amendment No. 1 thereto, dated May 4, 2023 and Amendment No. 2 thereto, dated May 10, 2023, the “Agreement”);

**WHEREAS**, defined terms herein shall have meanings set forth in the Agreement unless otherwise specified herein;

**WHEREAS**, the Board of the Directors of the Company finds it desirable to extend the Expiration Date of the Agreement and amend the Exercise Price of the Rights;

**WHEREAS**, pursuant to Section 27 of the Agreement, prior to the occurrence of a Section 11(a)(ii) Event, the Company and the Rights Agent shall, if the Board of Directors of the Company so directs, supplement or amend any provision of the Agreement as the Board of Directors of the Company may deem necessary or desirable without the approval of any holders of certificates representing shares of Common Stock or Series A Preferred Stock of the Company;

**WHEREAS**, as of the date hereof, a Section 11(a)(ii) Event has not occurred; and

**WHEREAS**, pursuant to the terms of the Agreement and in accordance with Section 27 thereof, the Board of Directors of the Company has directed that the Agreement be amended as set forth in this Amendment, and by its execution and delivery hereof, the Company directs the Rights Agent to execute this Amendment.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual agreements set forth in the Agreement and this Amendment, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Section 7(a). Section 7(a) of the Rights Agreement is hereby amended by deleting the reference to “March 16, 2024” therein and inserting “March 17, 2025” in place thereof and by deleting the reference to “2023 meeting of stockholders” therein and inserting “2024 meeting of stockholders” in place thereof.

2. Exhibit B. Exhibit B to the Rights Agreement is hereby amended by deleting all references therein to “March 16, 2024” and inserting “March 17, 2025” in place thereof.

3. Exhibit C (Expiration Date). Exhibit C to the Rights Agreement is hereby amended by deleting the reference therein to “March 16, 2024” and inserting “March 17, 2025” in place thereof and by deleting the reference to “2023 meeting of stockholders” therein and inserting “2024 meeting of stockholders” in place thereof.

4. Section 7(b). Section 7(b) of the Rights Agreement is hereby amended by deleting the reference to “\$32.00” therein and inserting “\$45.00” in place thereof.

5. Exhibit C (Exercise Price). Exhibit C to the Rights Agreement is hereby amended by deleting the reference to “\$32.00” therein and inserting “\$45.00” in place thereof.

6. Officer’s Certificate. By executing this Amendment below, the undersigned duly appointed officer of the Company certifies that this Amendment has been executed and delivered in compliance with the terms of Section 27 of the Agreement and directs the Rights Agent to execute this Amendment.

7. Interpretation. The term “Agreement” as used in the Agreement shall be deemed to refer to the Agreement as amended hereby.

8. Severability. If any term, provision, covenant or restriction of this Amendment is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Amendment, and of the Agreement, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

9. Waiver of Notice. The Rights Agent and the Company hereby waive any notice requirement under the Agreement pertaining to the matters covered by this Amendment.

10. Governing Law. Section 32 of the Agreement shall apply *mutatis mutandis* to this Amendment.

11. Binding Effect. This Amendment shall be binding upon and inure to the benefit of each party hereto, and their respective successors and assigns.

12. Headings. Descriptive headings of the several sections of this Amendment are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the provisions hereof.

13. Counterparts. This Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument. In the event that any signature to this Agreement or any amendment hereto is delivered by e-mail delivery of a portable document format (.pdf or similar format) data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such “.pdf” signature page was an original thereof. No party hereto may raise the use of such electronic execution or transmission to deliver a signature, or the fact that any signature or agreement or instrument was transmitted or communicated through such electronic transmission, as a defense to the formation of a contract, and each party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

14. Effectiveness. This Amendment shall be deemed effective as of the date first written above. Except as expressly amended herein, all other terms and conditions of the Agreement shall remain in full force and effect and otherwise shall be unaffected hereby.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to the Agreement to be duly executed as of the day and year first above written.

WISDOMTREE, INC.

By: /s/ Jonathan Steinberg  
Name: Jonathan Steinberg  
Title: Chief Executive Officer

CONTINENTAL STOCK TRANSFER & TRUST COMPANY, AS RIGHTS AGENT

By: /s/ Henry Farrell  
Name: Henry Farrell  
Title: Vice President

[SIGNATURE PAGE TO AMENDMENT NO. 3 TO RIGHTS AGREEMENT]

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## WisdomTree Extends Limited Duration Stockholder Rights Plan

### *Stockholders to Vote on Extension of Rights Plan at 2024 Annual Meeting*

NEW YORK (BUSINESS WIRE) March 18, 2024 — WisdomTree, Inc. (NYSE: WT) (“WisdomTree” or the “Company”), a global financial innovator, today announced that its Board of Directors (the “Board”) unanimously voted to extend its existing limited duration stockholder rights plan, as amended (the “rights plan”).

The rights plan was overwhelmingly approved by the Company’s stockholders at its 2023 Annual Meeting, and the extension of the rights plan reflects the Board’s continued commitment to safeguard the interests of all stockholders in the face of activism concerns, as described in the Board’s response to the most recent demands of WisdomTree stockholder ETFs Capital Limited, and potential opportunistic attempts by a single stockholder or group of stockholders to obtain control of the Company without paying a control premium. The rights plan is designed to ensure that stockholders receive fair and equal treatment in any proposed takeover of the Company and to enable them to realize the long-term value of their investment in WisdomTree.

The rights plan provides several recognized stockholder protections, including the following:

- The rights plan, as amended, will automatically expire on the day after the Company’s 2024 Annual Meeting of Stockholders (“2024 Annual Meeting”), unless approved by stockholders at the 2024 Annual Meeting, in which case it will expire in one year, on March 17, 2025;
- The rights will be exercisable only if any person (or any persons acting as a group) acquires 10% (or 20% in the case of a passive stockholder, i.e., a stockholder that is entitled to file, and files, or has filed with the SEC, a statement on Schedule 13G) or more of the Company’s outstanding common stock;
- The rights plan has an exception for offers made for all shares of the Company that treat all stockholders equally, including a qualifying offer clause that provides stockholders the ability to call a special meeting for purposes of exempting a “qualifying offer”;
- The rights plan does not contain any dead-hand, slow-hand, no-hand or similar features that would limit the ability of a future board of directors to redeem the rights; and
- The rights plan does not preclude the Board from considering an offer that recognizes the full value of the Company.

### **Additional Information on Stockholder Rights Plan**

Initially, the rights are not exercisable and trade with the shares of WisdomTree common stock and Series A Preferred Stock. The rights generally will become exercisable if a person or group becomes an “acquiring person” by acquiring 10% (or 20% in the case of passive stockholders) or more of the common stock of WisdomTree (which includes stock subject to a derivative transaction or an acquired derivative security) or if a person or group commences a tender offer that could result in that person or group becoming an “acquiring person.” If a person or group becomes an “acquiring person,” each holder of a right (other than the acquiring person) would be entitled to purchase, at the then-current exercise price, such number of shares of common stock (or, subject to the terms of the rights plan, shares of preferred stock that are equivalent to shares of WisdomTree common stock) having a value of twice the exercise price of the right. If WisdomTree is acquired in a merger or other business combination transaction after any such event, each holder of a right would then be entitled to purchase, at the then-current exercise price, shares of the acquiring company’s common stock having a value of twice the exercise price of the right.

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A person or group who beneficially owned 10% or more (or 20% or more in the case of passive stockholders) of WisdomTree's outstanding common stock prior to the first public announcement by WisdomTree of the adoption of the rights plan on March 17, 2023 will not trigger the rights plan so long as they do not acquire beneficial ownership of any additional shares of common stock at a time when they still beneficially own 10% or more (or 20% or more in the case of passive stockholders) of such common stock, subject to certain exceptions as set forth in the rights plan.

The rights plan, as amended, will expire on the day after the 2024 Annual Meeting, unless approved by stockholders at the 2024 Annual Meeting, in which case it will expire in one year, on March 17, 2025. The date of the 2024 Annual Meeting has not yet been announced. The rights plan contains a qualifying offer clause that provides stockholders the ability to call a special meeting for purposes of exempting a "qualifying offer."

Further details about the rights plan are contained in Current Reports on Form 8-K and in a Registration Statement on Form 8-A and amendments thereto that WisdomTree has filed or will file with the U.S. Securities and Exchange Commission (the "SEC").

#### **Advisors**

BofA Securities is serving as financial advisor, and Paul Hastings LLP is serving as legal counsel to WisdomTree. Innisfree M&A is serving as proxy solicitor and H/Advisors Abernathy is serving as strategic communications advisor.

#### **About WisdomTree**

WisdomTree is a global financial innovator, offering a well-diversified suite of exchange-traded products (ETPs), models, solutions and products leveraging blockchain-enabled technology. We empower investors and consumers to shape their future and support financial professionals to better serve their clients and grow their businesses. WisdomTree is leveraging the latest financial infrastructure to create products that provide access, transparency and an enhanced user experience. Building on our heritage of innovation, we are also developing and have launched next-generation digital products, services and structures, including digital or blockchain-enabled mutual funds and tokenized assets, as well as our blockchain-native digital wallet, WisdomTree Prime™.\*

\*The WisdomTree Prime digital wallet and digital asset services are made available through WisdomTree Digital Movement, Inc. (NMLS ID: 2372500) in select U.S. jurisdictions and may be limited where prohibited by law. Visit <https://www.wisdomtreeprime.com> or the WisdomTree Prime mobile app for more information.

WisdomTree currently has approximately \$105.7 billion in assets under management globally.

For more information about WisdomTree and WisdomTree Prime™, visit: <https://www.wisdomtree.com>.

Please visit us on X, formerly known as Twitter, at @WisdomTreeNews.

WisdomTree® is the marketing name for WisdomTree, Inc. and its subsidiaries worldwide.



### **Cautionary Statement Regarding Forward-Looking Statements**

Any statements contained in this press release that do not describe historical facts may constitute forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), including statements regarding the anticipated benefits and expected consequences of the rights plan, as amended, that WisdomTree has adopted. Such statements are identified by use of the words “anticipates,” “believes,” “estimates,” “expects,” “intends,” “plans,” “predicts,” “projects,” “should,” and similar expressions. Any forward-looking statements contained herein are based on current expectations, but are subject to risks and uncertainties that could cause actual results to differ materially from those indicated, including, but not limited to, the effectiveness of the rights plan in providing the Board of Directors with time to make informed decisions that are in the best long-term interests of WisdomTree and its stockholders, and other risk factors discussed from time to time in its filings with the SEC, including those factors discussed under the caption “Risk Factors” in its most recent annual report on Form 10-K, filed with the SEC on February 23, 2024, and in subsequent reports filed with or furnished to the SEC. WisdomTree assumes no obligation and does not intend to update these forward-looking statements, except as required by law, to reflect events or circumstances occurring after today’s date.

**Investor Relations**

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