

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

**Form 8-K**

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

**Date of Report (Date of earliest event reported): August 5, 2024**

**WisdomTree, Inc.**

(Exact name of registrant as specified in its charter)

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

**001-10932**

Commission  
File Number:

**250 West 34<sup>th</sup> Street  
3<sup>rd</sup> Floor**

**New York, NY 10119**

(Address of principal executive offices, including zip code)

**(212) 801-2080**

(Registrant's telephone number, including area code)

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

**13-3487784**

(IRS Employer  
Identification No.)

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

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

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

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

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

Emerging growth company

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

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

On August 5, 2024, WisdomTree, Inc. (the "Company") entered into a Stock Repurchase Agreement (the "Repurchase Agreement") with ETFs Capital Limited (formerly ETF Securities Limited) (the "Seller"), pursuant to which the Company agreed to repurchase from the Seller all 14,750 issued and outstanding shares of Series A Non-Voting Convertible Preferred Stock, par value \$0.01 per share, of the Company ("Series A Preferred Stock"), which are convertible into 14,750,000 shares of the Company's common stock.

The shares of Series A Preferred Stock to be repurchased were originally issued to the Seller on April 11, 2018, in connection with the Company's acquisition of the Seller's European exchange-traded commodity, currency and short-and-leveraged business pursuant to a Share Sale Agreement, dated November 13, 2017, and a subsequent Waiver and Variation Agreement related thereto, dated April 11, 2018.

As consideration for the transactions contemplated by the Repurchase Agreement (collectively, the "Stock Repurchase"), the Company has agreed to pay the Seller aggregate

cash consideration of approximately \$144 million (the “Aggregate Purchase Price”), such Aggregate Purchase Price to be paid at the closing of the Stock Repurchase (“Repurchase Closing”). The Aggregate Purchase Price was calculated based upon the simple average of the closing price per share of the Company’s common stock on the New York Stock Exchange on four consecutive trading days beginning with the effective date of the Repurchase Agreement and ending with the trading day immediately prior to the time of the public announcement of the offering of a new series of convertible notes, as described in Item 8.01 below.

The obligations of each of the Company and the Seller to consummate the Repurchase Closing are conditioned upon the completion of each of the (i) issuance by the Company of approximately \$300 million aggregate principal amount of a new series of convertible notes and (ii) repurchase of up to 80% of the aggregate principal amount of the Company’s outstanding 5.75% convertible senior notes due 2028, in each case, as described in Item 8.01 below.

The Repurchase Agreement contains customary representations and warranties. The Repurchase Closing is expected to occur upon satisfaction of the conditions described above, after which the shares of Series A Preferred Stock will be cancelled and retired. The Stock Repurchase was unanimously approved by the Board of Directors of the Company.

The foregoing summary of the Repurchase Agreement is qualified in its entirety by the full text of the Repurchase Agreement, a copy of which is filed herewith as Exhibit 10.1 and incorporated herein by reference.

#### **Item 1.02. Termination of a Material Definitive Agreement.**

In connection with entry into the Repurchase Agreement, the Company and the Seller also entered into a Termination Agreement on August 5, 2024 (the “Termination Agreement”), which will terminate the Investor Rights Agreement by and between the Company and the Seller dated as of April 11, 2018 (the “Investor Rights Agreement”), effective upon the Repurchase Closing. The Investor Rights Agreement provides the Seller with certain rights and obligations, many of which had already expired at the time of entry into the Termination Agreement, with respect to its shares of Series A Preferred Stock, including registration rights.

The foregoing summary of the Termination Agreement is qualified in its entirety by the full text of the Termination Agreement, a copy of which is filed herewith as Exhibit 4.1 and incorporated herein by reference.

#### **Item 8.01. Other Events.**

On August 8, 2024, the Company issued a press release announcing that it had commenced a private offering, subject to market conditions and other factors, of \$300 million aggregate principal amount of convertible senior notes due 2029 (the “Notes”) to persons reasonably believed to be qualified institutional buyers pursuant to Rule 144A under the Securities Act of 1933, as amended. A copy of the press release is attached as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference. Neither this Current Report on Form 8-K nor the press release constitutes an offer to sell, or the solicitation of an offer to buy, the Notes or the shares of the Company’s common stock, if any, issuable upon conversion of the Notes.

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The Company intends to use a portion of the net proceeds from the offering of the Notes to finance the repurchase of up to approximately \$104 million aggregate principal amount of its 5.75% convertible senior notes due 2028. The Company also intends to use a portion of the net proceeds from the offering to repurchase for cash shares of the Company’s common stock from certain purchasers of the Notes, and a portion of the net proceeds from the offering, along with cash and securities on hand, if necessary, for the Stock Repurchase described in Item 1.01 above. The Company intends to use the remainder of the net proceeds from the offering, if any, for working capital and other general corporate purposes.

#### **Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits:

<u>Exhibit No.</u>	<u>Description</u>
4.1	<a href="#">Termination Agreement, dated as of August 5, 2024, by and between ETFs Capital Limited and WisdomTree, Inc.</a>
10.1†	<a href="#">Stock Repurchase Agreement, dated as of August 5, 2024, by and between WisdomTree, Inc. and ETFs Capital Limited</a>
99.1	<a href="#">Press release, dated August 8, 2024, issued by WisdomTree, Inc.</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

† Certain portions of this exhibit have been redacted pursuant to Regulation S-K Item 601(b)(10)(iv).

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

This Current Report on Form 8-K contains forward-looking statements that are based on the Company’s management’s beliefs and assumptions and on information currently available to management. Although the Company believes that the expectations reflected in these forward-looking statements are reasonable, these statements relate to future events or the Company’s future financial performance, and involve known and unknown risks, uncertainties and other factors that may cause actual results, levels of activity, performance or achievements to be materially different from any future results, levels of activity, performance or achievements expressed or implied by these forward-looking statements. In some cases, you can identify forward-looking statements by terminology such as “may,” “will,” “should,” “expects,” “intends,” “plans,” “anticipates,” “believes,” “estimates,” “predicts,” “potential,” “continue” or the negative of these terms or other comparable terminology. These statements are only predictions. You should not place undue reliance on forward-looking statements because they involve known and unknown risks, uncertainties and other factors, which are, in some cases, beyond the Company’s control and which could materially affect results. Factors that may cause actual results to differ materially from current expectations include, among other things, the risks described below. If one or more of these or other risks or uncertainties occur, or if the Company’s underlying assumptions prove to be incorrect, actual events or results may vary significantly from those implied or projected by the forward-looking statements. No forward-looking statement is a guarantee of future performance. You should read this Current Report on Form 8-K completely and with the understanding that the Company’s actual future results may be materially different from any future results expressed or implied by these forward-looking statements.

In particular, forward-looking statements in this Current Report on Form 8-K may include statements about the proposed terms of the Notes, the size of the Notes offering, the expected use of the proceeds from the sale of the Notes, the consummation, and timing of consummation, of the Stock Repurchase and other statements contained in this Current Report on Form 8-K that are not historical facts. Forward-looking statements are subject to many risks and uncertainties, including without limitation, risks related to or associated with whether the Company will consummate the offering of the notes on the expected terms, or at all, which could differ or change based upon market conditions or other reasons, and the other risks set forth under the caption "Risk Factors" in the Company's Annual Report on Form 10-K for the year ended December 31, 2023, and Quarterly Reports on Form 10-Q for the quarters ended March 31, 2024 and June 30, 2024.

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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: August 8, 2024

By: /s/ Bryan Edmiston

Bryan Edmiston  
Chief Financial Officer

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**TERMINATION AGREEMENT**

This Termination Agreement (this “Agreement”) is made and entered into as of August 5, 2024 by and between ETFS Capital Limited (formerly ETF Securities Limited), a company incorporated in Jersey with registered number 88370 and whose registered office is at Ordnance House, 31 Pier Road, St. Helier, Jersey JE2 4XW (“ETFS”) and WisdomTree, Inc. (formerly known as WisdomTree Investments, Inc.) (the “Company”), a Delaware corporation with its principal place of business at 250 West 34th Street, 3rd Floor, New York, New York 10119, USA (each of the Company, and ETFS, a “Party” to this Agreement, and collectively, the “Parties”).

**RECITALS**

WHEREAS, ETFS and the Company are parties to that certain Investor Rights Agreement, dated April 11, 2018 (the “IRA”);

WHEREAS, ETFS and the Company have entered into that certain Stock Repurchase Agreement as of the date hereof (the “Stock Repurchase Agreement”), whereby the Parties seek to effectuate a repurchase of 14,750 shares of the Company’s Series A Non-Voting Convertible Preferred Stock, par value \$0.01 per share, by the Company from ETFS; and

WHEREAS, in connection with the entry into the Stock Repurchase Agreement, the Parties wish to terminate the IRA effective upon the Repurchase Closing, as that term is defined in the Stock Repurchase Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. Definitions. Capitalized terms used in this Agreement and not otherwise defined shall have the respective meanings assigned to them in the IRA.

2. Termination of IRA. The IRA is hereby terminated in its entirety as of the time of the Repurchase Closing, as such term is defined in the Stock Repurchase Agreement (the “Termination Date”). As of the Termination Date, the IRA shall be null and void and of no further force or effect, with no further right, benefit, liability or obligation of any party thereto and all other rights and obligations thereunder shall be forever terminated and discharged notwithstanding any other term to the contrary. As of the Termination Date, this Agreement shall operate as a full and complete waiver of all of the obligations of the Parties under the IRA.

3. Representations and Warranties. Each Party hereby represents and warrants to the other Party that: (a) it has the full right, corporate power, and authority to enter into this Agreement and to perform its obligations hereunder; (b) the execution and the delivery of this Agreement by such Party have been duly authorized by all necessary corporate action on the part of such Party; and (c) this Agreement has been executed and delivered by such Party and (assuming due authorization, execution, and delivery by the other Party hereto) constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws and equitable principles related to or affecting creditors’ rights generally or the effect of general principles of equity.

4. Miscellaneous.

(a) Governing Law; Submission to Jurisdiction. This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement shall be governed by, the internal laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of Delaware. Each of the Company and ETFS hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the city of New York, Borough of Manhattan, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. EACH OF THE COMPANY AND ETFS HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

(b) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

(c) Sections 4.7, 4.8, 4.11, 4.13, 4.14 and 4.16 of the Stock Repurchase Agreement shall be deemed to be incorporated by reference in this Agreement mutatis mutandis, for the term of this Agreement.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first above written.

**WISDOMTREE, INC.**

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

**ETFS CAPITAL LIMITED**

By: /s/ Graham Tuckwell

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Name: Graham Tuckwell

Title: Chairman

Certain identified information has been excluded from this exhibit, because it is both not material and is the type that the registrant treats as private or confidential.

### STOCK REPURCHASE AGREEMENT

THIS STOCK REPURCHASE AGREEMENT (this "Agreement") is made as of the 5th day of August, 2024, by and between WisdomTree, Inc., a Delaware corporation (the "Company"), and ETFS Capital Limited (formerly ETF Securities Limited), a company incorporated in Jersey with registered number 88370 and whose registered office is at Ordnance House, 31 Pier Road, St. Helier, Jersey JE2 4XW ("Seller").

WHEREAS, on November 13, 2017, WisdomTree International Holdings Ltd, the Company (formerly known as WisdomTree Investments, Inc.) and Seller entered into a Share Sale Agreement, and a subsequent Waiver and Variation Agreement related thereto, dated April 11, 2018, which provided for, among other things, the issuance by the Company to Seller of 14,750 shares of the Company's Series A Non-Voting Convertible Preferred Stock, par value \$0.01 per share (the "Shares"), which were issued by the Company to Seller on April 11, 2018.

WHEREAS, on April 11, 2018, Seller and the Company agreed upon certain rights and restrictions with respect to the Shares as set forth in that certain Investor Rights Agreement (the "IRA").

WHEREAS, the Company and Seller now seek to effectuate a repurchase of all 14,750 Shares by the Company from Seller at the Aggregate Purchase Price (as defined below) and terminate the IRA based on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual agreements hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

#### 1. Purchase and Sale of the Shares.

1.1 Sale of the Shares. Subject to the terms and conditions of this Agreement, Seller shall sell to the Company at the Repurchase Closing (as defined below) the Shares at an aggregate price equal to (x) the average of the closing price per share of the Common Stock on the New York Stock Exchange on each of the Trading Days beginning with the date of this Agreement and ending with the Trading Day immediately prior to the time of the public announcement by the Company of the execution of this Agreement, multiplied by (y) 14,750,000 (the "Aggregate Purchase Price"), and the Company shall purchase the Shares from Seller at the Aggregate Purchase Price, which shall be payable by the Company to Seller at the Repurchase Closing. For purposes of clarity, (i) the parties acknowledge and agree that the date of the Repurchase Closing shall be the date on which the Company initiates the wire transfer of the Aggregate Purchase Price to Seller, and (ii) the "date of this Agreement" and similar references shall refer to the date set forth in preamble of this Agreement referenced in New York time. For the avoidance of doubt, the Company and Seller confirm and agree that the sale of the Shares hereby shall not affect the payment of the regular dividend by the Company on August 21, 2024 to the Seller as the record holder of the Shares as of August 7, 2024, which dividend relates to the quarterly period ended June 30, 2024.

1.2 Repurchase Closing. The purchase and sale of the Shares shall take place remotely via the exchange of documents and signatures (or their electronic counterparts) on the date upon which each of the (i) issuance by the Company of approximately \$300 million aggregate principal amount of a new series of convertible notes and (ii) the repurchase of up to 80% of the aggregate principal amount of the Company's outstanding 5.75% Convertible Notes due 2028 (such issuance and repurchase, collectively, the "Financing Transactions") have been completed (which time and place (each in New York time) are designated as the "Repurchase Closing"). For the avoidance of doubt, the completion of the Financing Transactions shall be a condition to the obligations of each of the Company and Seller to consummate the Repurchase Closing. The Company shall use commercially reasonable efforts to (x) publicly announce the commencement of outreach to potential purchasers of the new series of convertible notes and holders of the outstanding 5.75% Convertible Notes due 2028 with respect to the Financing Transactions on August 8, 2024 and (y) consummate the Financing Transactions by August 13, 2024, unless any of the Financing Closing Adverse Events (as defined below) shall have occurred. At the Repurchase Closing:

- (a) the Company and Seller shall instruct Continental Stock Transfer and Trust Company to transfer the Shares in electronic form to the Company;
- (b) subject to the terms and conditions of this Agreement, the Company shall pay to Seller the Aggregate Purchase Price, less any applicable withholding, by wire transfer of immediately available funds in accordance with the wire transfer instructions set forth on Exhibit A;
- (c) Seller shall deliver to the Company a duly executed copy of an applicable IRS Form W-8;
- (d) the Company shall deliver to Seller a certificate from the Company dated as of the date of this Agreement, in form and substance consistent with the requirements of Treasury Regulations Section 1.897-2(h), certifying that the Company is not, and was not at any time during the 5-year period ending on the date of this Agreement, a U.S. real property holding corporation, within the meaning of section 897 of the Internal Revenue Code of 1986, as amended (the "Code"). In addition, the Company shall send Seller by email a proof of mailing of such certificate to the Internal Revenue Service as required under Treasury Regulations Section 1.897-2(h)(2), no later than 20 days after the Repurchase Closing; and
- (e) Seller and the Company shall execute a Termination Agreement to terminate the IRA.

1.3 Withholding. The Company and any of its paying agents (each, the "Payor") shall be entitled to deduct and withhold, or cause to be deducted and withheld, from the Aggregate Repurchase Price the amounts required to be deducted and withheld under the Code, or any provision of state or local Tax law, with respect to the making of such payment and such amounts shall be treated for all purposes of this Agreement as having been paid to Seller. The Company is under no obligation to determine whether the Seller is subject to any withholding under foreign Tax Law.

1.4 Tax Treatment. The Company and Seller intend to take the position that the purchase of the Shares pursuant to this Agreement is expected to be treated as a redemption, not equivalent to a dividend, under Section 302 of the Code, and, therefore, not subject to United States withholding under the law in effect as of the date hereof provided a complete and timely W-8 is provided by Seller before Closing.

1.5 Indemnification. Seller and its Affiliates hereby agree to indemnify and hold harmless the Company and its Affiliates from and against any Damages that are directly or indirectly suffered or incurred at any time by any of the Company or any of its Affiliates, that arise directly or indirectly from or as a result of, or are directly or indirectly related to, any Taxes, including withholding Taxes, imposed on or in connection with the payment of the Aggregate Repurchase Price to Seller hereunder.

1.6 Definitions. For purposes of this Agreement:

(a) “Affiliate” shall mean, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term “control” (including the terms “controlled by” and “under common control with”) shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

(b) “Business Day” means any day other than a Saturday, Sunday or a day on which commercial banks in The City of New York are authorized or required by law to remain closed.

(c) “Common Stock” means the Company’s shares of common stock, \$0.01 par value per share.

(d) “Damages” shall mean any loss, damage, injury, liability, settlement, judgment, award, fine, penalty, Tax, fee (including reasonable attorneys’ fees), charge, cost (including cost of investigation) or expense of any nature.

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(e) “Financing Closing Adverse Events” shall mean (i) if the Company and the Initial Purchaser execute and deliver the Purchase Agreement, and, after the date of public announcement of the Financing Transactions, there shall have occurred a Material Adverse Change (as such term may be defined in the Purchase Agreement), (ii) if any action shall have been taken or any U.S. law, statute, rule, regulation or order shall have been enacted, adopted or issued by any U.S. governmental or regulatory agency or body which would prevent the consummation of the Financing Transactions; or any injunction, restraining order or order of any other nature by any U.S. federal or state court of competent jurisdiction shall have been issued which would prevent the consummation of the Financing Transactions or materially and adversely affect or potentially materially and adversely affect the business or operations of the Company and (iii) subsequent to the execution and delivery of the Purchase Agreement, there shall have occurred any of the following: (A) trading in any of the Company’s securities shall have been suspended or materially limited by the Securities and Exchange Commission (the “SEC”) or the New York Stock Exchange (the “NYSE”), or trading in securities generally on the NYSE, Nasdaq Global Select Market or the Nasdaq Select Stock Market shall have been suspended or materially limited, or minimum or maximum prices or maximum range for prices shall have been established on any such exchange or such market by the SEC, by such exchange or market or by any other regulatory body or governmental authority having jurisdiction, (B) a banking moratorium shall have been declared by federal or New York authorities or a material disruption has occurred in commercial banking or securities settlement or clearance services in the United States, (C) the United States shall have become engaged in hostilities, or the subject of an act of terrorism, or there shall have been an outbreak of or escalation in hostilities involving the United States, or there shall have been a declaration of a national emergency or war by the United States or (D) there shall have occurred such a material adverse change in general economic, political or financial conditions (or the effect of international conditions on the financial markets in the United States shall be such) as to make it, in the sole judgment of the Initial Purchaser, impracticable or inadvisable to proceed with transactions contemplated by the Purchase Agreement.

(f) “Purchase Agreement” shall mean the definitive agreement by and between the Company and Oppenheimer & Co. Inc., as the initial purchaser (the “Initial Purchaser”), pursuant to which the Company agrees to sell, and the Initial Purchaser agrees to buy, a new series of convertible notes in the Financing Transactions.

(g) “Tax” or “Taxes” shall mean any and all federal, state, provincial, local and foreign taxes, assessments and other governmental charges, duties, impositions, levies, customs, tariffs, fees and liabilities of the same or similar nature of a tax, including taxes based upon or measured by gross receipts, income, profits, gain, sales, use and occupation, and value added, ad valorem, transfer, franchise, withholding, payroll, recapture, employment, alternative minimum, estimated, premium, goods and services, branch, capital stock, utility, net worth, stamp, excise and property taxes as well as public imposts, fees and social security charges (including health, unemployment, workers’ compensation and pension insurance), whether direct or indirect or disputed or not, together with all interest, penalties and additions imposed with respect to such amounts or such interest, penalties, or additions; provided, however, that Tax shall not include any excise Tax payable by the Company pursuant to Section 4501 of the Code and the rules and regulations thereunder.

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(h) “Trading Day” shall mean any day on which the New York Stock Exchange is open for trading of securities, and references with respect to a time before, during or after a Trading Day shall refer to New York time.

2. Representations and Warranties of Seller. Seller hereby represents and warrants to the Company that:

2.1 Ownership of the Shares. Seller owns all right, title and interest (legal and beneficial) in and to all of the Shares being sold by Seller pursuant to this Agreement free and clear of all liens, including, but not limited to, any lien, pledge, claim, security interest, encumbrance, mortgage, assessment, charge, restriction or limitation of any kind, whether arising by agreement, operation of law or otherwise. Seller has the full power and authority to sell, transfer, convey, assign and deliver the Shares to the Company, and upon delivery and payment of the Aggregate Purchase Price for such Shares at the Repurchase Closing, the Company shall acquire valid and unencumbered title to such Shares to be delivered by Seller hereunder.

2.2 Authorization. Seller has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated by this Agreement.

2.3 Organization. Seller is duly organized, validly existing and in good standing under the laws of its jurisdiction of formation.

2.4 Enforceability. This Agreement constitutes the valid and legally binding obligation of Seller, enforceable in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other laws of general application affecting enforcement of creditors’ rights generally and (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

2.5 Governmental Consents. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any foreign, federal, state or local governmental authority on the part of Seller is required in connection with the consummation of the transactions contemplated by this Agreement.

2.6 Compliance with Other Instruments. The execution, delivery and performance of this Agreement, and the consummation of the transactions contemplated hereby, will not result in a material violation of, or default under, or acceleration of any obligation under, any instrument, judgment, order, writ, decree or contract to which Seller may be subject, or an event that results in the creation of any lien, charge or encumbrance upon the Shares being sold by Seller. As of the date of this

Agreement, Seller has received all consents or waivers necessary to transfer the Shares being sold by Seller to the Company and such transfer is not subject to any right of notice, first refusal, preemptive, tag-along or drag-along right or other comparable obligations or restrictions.

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2.7 Litigation. There is no action, suit, proceeding or investigation pending or, to Seller's knowledge, currently threatened, that questions the validity of this Agreement, or the right of Seller to enter into this Agreement or to consummate the transactions contemplated hereby.

2.8 Receipt of Information; Sophisticated Seller; Non-Reliance on the Company. Seller is a sophisticated person familiar with transactions similar to those contemplated by this Agreement. Seller has received all the information Seller considers necessary or appropriate for making an informed decision whether to enter into this Agreement and perform the obligations set forth herein. Seller hereby represents that it has had an opportunity to ask questions and receive answers from the Company regarding the business, properties, prospects and financial condition of the Company. Seller is capable of evaluating the value of the Shares, and hereby confirms that Seller is only relying on the information contained in this Agreement and no other information, whether delivered by the Company or any other person, in making its decision to sell the Shares. Seller acknowledges that none of the Company, any Affiliate of the Company or any agent or other representative of the Company or any broker or any other person representing or purporting to represent the Company (a) is acting as a fiduciary or financial or investment advisor to Seller, nor (b) has given Seller any investment advice, opinion or other information on whether the sale of the Shares is prudent. Seller hereby acknowledges that, in full understanding of the foregoing, including the possibility that, at the present time or in the future, the Shares could be worth substantially more or less than the Aggregate Purchase Price, Seller has voluntarily entered into this Agreement and determined to sell the Shares hereunder. Seller understands that the Company will rely on the accuracy and truth of the foregoing representations, and Seller hereby consents to such reliance.

2.9 (a) Tax Matters. Seller acknowledges that there may be adverse tax consequences to Seller in consummating the sale of the Shares. Seller has either consulted with Seller's own tax advisor regarding such tax consequences or has determined voluntarily not to do so in full understanding of the foregoing. Seller is not relying on any statements, representations or any other tax advice of the Company or any of its Affiliates, agents, employees, representatives or advisors with respect to any such tax consequences. Further, Seller agrees that Seller, and not the Company, shall be responsible for Seller's own tax liability that may arise as a result of this Agreement or the transactions contemplated by this Agreement, including all federal, state and local income, capital gain, payroll, employment, transfer and other taxes, and any withholding taxes or related obligations (including interest and penalties) incurred with respect to payments made to Seller, and Seller acknowledges that none of the Company or any of its Affiliates, agents, employees, representatives or other advisors are providing any tax advice to Seller.

3. Representations and Warranties of the Company. The Company hereby represents and warrants to Seller that:

3.1 Authorization. The Company has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated by this Agreement.

3.2 Organization. The Company is duly organized, validly existing and in good standing under the laws of its jurisdiction of formation.

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3.3 Enforceability. This Agreement constitutes the valid and legally binding obligation of the Company, enforceable in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other laws of general application affecting enforcement of creditors' rights generally and (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

3.4 Governmental Consents. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any foreign, federal, state or local governmental authority on the part of the Company is required in connection with the consummation of the transactions contemplated by this Agreement.

3.5 Compliance with Other Instruments. The execution, delivery and performance of this Agreement, and the consummation of the transactions contemplated hereby, will not result in a material violation of, or default under, the certificate of incorporation or bylaws of the Company or any instrument, judgment, order, writ, decree or material contract known to the Company to which the assets of the Company are subject.

3.6 Litigation. There is no action, suit, proceeding or investigation pending or, to the Company's knowledge, currently threatened, that questions the validity of this Agreement, or the right of the Company to enter into this Agreement or to consummate the transactions contemplated hereby.

3.7 U.S. Real Property Holding Corporation. Neither the Company nor any of its subsidiaries is or has, in the five-year period ending on the date hereof, been a U.S. real property holding corporation within the meaning of section 897 of Code.

3.8 No Other Representations or Warranties. Except for the representations and warranties contained in this Section 3, neither the Company nor any other person on behalf of the Company, has made any other express or implied representation or warranty, either written or oral, including, but not limited to, whether the Aggregate Purchase Price represents the fair market value of the Shares.

4. Miscellaneous.

4.1 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

4.2 Governing Law; Submission to Jurisdiction. This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement shall be governed by, the internal laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of Delaware. Each of the Company and Seller hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the city of New York, Borough of Manhattan, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. EACH OF THE COMPANY AND SELLER HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

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4 . 3 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

4 . 4 Amendment. No provision in this Agreement shall be supplemented, deleted or amended except in a writing executed by an authorized representative of each of the parties hereto.

4.5 Waivers. Waiver by a party of a breach hereunder by another party shall not be construed as a waiver of any subsequent breach of the same or any other provision. No delay or omission by a party in exercising or availing itself of any right, power or privilege hereunder shall preclude the later exercise of any such right, power or privilege by such party. No waiver shall be effective unless made in writing with specific reference to the relevant provision(s) of this Agreement and signed by a duly authorized representative of the party granting the waiver.

4 . 6 Notices. All notices, instructions and other communications hereunder or in connection herewith shall be in writing, shall be sent to the address of the relevant party set forth in this Section 4.6 and shall be (a) delivered personally, (b) sent by registered or certified mail, return receipt requested, postage prepaid, (c) sent via a reputable nationwide overnight courier service or (d) sent by electronic mail, with a confirmation copy to be sent by registered or certified mail, return receipt requested, postage prepaid. Any such notice, instruction or communication shall be deemed to have been delivered upon receipt if delivered by hand, three (3) Business Days after it is sent by registered or certified mail, return receipt requested, postage prepaid, one (1) Business Day after it is sent via a reputable nationwide overnight courier service or when transmitted with electronic confirmation of receipt, if transmitted by electronic mail (if such transmission is made during regular business hours of the recipient on a Business Day; or otherwise, on the next Business Day following such transmission). Any party may change its address by giving notice to the other parties in the manner provided above.

The Seller:

ETFS Capital Limited  
Ordnance House, 31 Pier Road  
St. Helier, Jersey JE2 4XW  
Attention: Graham Tuckwell  
Email: [ ]

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With a copy (which shall not constitute notice) to:

White & Case LLP  
5 Old Broad Street  
London  
EC2N 1DW  
Attention: Marcus Booth  
Email: [ ]

The Company:

WisdomTree, Inc.  
250 West 34th Street, 3rd Floor  
New York, NY 10119  
Attention: Marci Frankenthaler, Chief Legal Officer  
Legal Department  
E-mail: [ ]

With a copy (which shall not constitute notice) to:

Goodwin Procter LLP  
100 Northern Ave.  
Boston, MA 02210  
Attention: Jocelyn Arel  
E-mail: [ ]

4 . 7 Severability. If, under applicable law, any provision hereof is invalid or unenforceable, or otherwise directly or indirectly affects the validity of any other material provision(s) of this Agreement in any jurisdiction (“Modified Clause”), then, it is mutually agreed that this Agreement shall endure and that the Modified Clause shall be enforced in such jurisdiction to the maximum extent permitted under applicable law in such jurisdiction; provided, that the parties shall consult and use all reasonable efforts to agree upon, and hereby consent to, any valid and enforceable modification of this Agreement as may be necessary to avoid any unjust enrichment of either party and to match the intent of this Agreement as closely as possible, including the economic benefits and rights contemplated herein.

4 . 8 Headings; Nouns and Pronouns; Section References. Headings in this Agreement are for convenience of reference only and shall not be considered in construing this Agreement. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of names and pronouns shall include the plural and vice-versa. References in this Agreement to a section or subsection shall be deemed to refer to a section or subsection of this Agreement unless otherwise expressly stated.

4.9 Assignment. Neither this Agreement nor any rights or duties of a party hereto may be assigned by such party, in whole or in part, without (a) the prior written consent of the Company in the case of any assignment by Seller; or (b) the prior written consent of Seller in the case of an assignment by the Company.

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4.10 No Strict Construction. This Agreement has been prepared jointly and will not be construed against any party.

4.11 Remedies. The rights, powers and remedies of the parties under this Agreement are cumulative and not exclusive of any other right, power or remedy which such parties may have under any other agreement or law. No single or partial assertion or exercise of any right, power or remedy of a party hereunder shall preclude any other or further assertion or exercise thereof.

4.12 Specific Performance. The Company and Seller hereby acknowledge and agree that the rights of the parties hereunder are special, unique and of extraordinary character, and that if any party refuses or otherwise fails to act, or to cause its Affiliates to act, in accordance with the provisions of this Agreement, such refusal or failure would result in irreparable injury to the Company or Seller, as the case may be, the exact amount of which would be difficult to ascertain or estimate and the remedies at law for which would not be reasonable or adequate compensation. Accordingly, if any party refuses or otherwise fails to act, or to cause its Affiliates to act, in accordance with the provisions of this Agreement, then, in addition to any other remedy which may be available to any damaged party at law or in equity, such damaged party will be entitled to seek specific performance and injunctive relief, without posting bond or other security, and without the necessity of proving actual or threatened damages, which remedy such damaged party will be entitled to seek in any court of competent jurisdiction.

4.13 Entire Agreement. This Agreement (including its exhibits) constitutes the entire agreement and understanding among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings related to such subject matter.

4.14 Expenses. The Company and Seller shall be responsible for and shall pay all costs and expenses that such party incurs with respect to the negotiation, execution, delivery and performance of this Agreement and the transactions hereby contemplated.

4.15 Finder's Fee. Seller represents that it has not entered into any agreements for which the Company would be liable for finders' fees or commissions in connection with this transaction or any other transaction contemplated by the IRA. Seller agrees to indemnify and hold harmless the Company from any liability for any commission or compensation in the nature of a finders' fee (and the costs and expenses of defending against such liability or asserted liability) for which the Company or any of its directors, stockholders, employees or representatives becomes responsible as a result of Seller's breach of this Section 4.15.

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4.16 Confidentiality. The Company and Seller each agree that neither it nor any of its Affiliates or representatives will issue any press release or public announcement or comment concerning this Agreement or the transactions contemplated hereby without obtaining the prior written approval of the other party, except: (i) and only to the extent, upon the advice of outside counsel, disclosure is required by applicable law and only to the extent required by such law (provided, that in the case of this clause (i), the party intending to make such release shall use its commercially reasonable efforts consistent with applicable law to consult with the other party in advance of such release with respect to the text thereof, only disclose the minimum amount required by law to be so disclosed, and request "confidential treatment" or similar treatment thereof), (ii) the parties may make any disclosure (w) required to be included in its or its Affiliates' financial statements or tax audits or other filings with governmental authorities, (x) required by periodic reporting requirements under the Securities Exchange Act of 1934 or continuous disclosure obligations under other applicable securities laws or under the rules of any securities exchange on which the securities of either party or an Affiliate of either party, as applicable, are or will be listed, (y) to its Affiliates or its or their direct or indirect, current or prospective, investors or limited partners and/or (z) by way of any communication by either party or its Affiliates to its employees, (provided that, in the case of the foregoing clauses (y) and (z), such recipients are obligated to keep such information confidential); and (iii) disclosures made by way of any statements that are substantially similar to previous press releases, public disclosures or public statements made by the parties in compliance with this Section 4.16.

4.17 Reliance on Counsel and Advisors. Seller acknowledges that Goodwin Procter LLP is representing only the Company in this transaction. Seller further acknowledges that Seller has had the opportunity to review this Agreement and the transactions contemplated by this Agreement with Seller's own local counsel, tax advisors and other advisors. Seller is relying solely on Seller's own counsel and advisors and not on any statement or representation of the Company or its agents for legal, tax or other advice with respect to the transactions contemplated by this Agreement.

4.18 Termination. This Agreement shall automatically terminate and be of no further force or effect (i) on August 8, 2024 if, by 11:59 p.m. ET on such date, the Company shall not have executed a Purchase Agreement with the Initial Purchaser or (ii) on August 13, 2024 if, by 11:59 p.m. ET on such date, the Company shall not have consummated the Financing Transactions as a result of the occurrence of any of the Financing Closing Adverse Events.

4.19 SEC Reports. With a view to making available to Seller the benefits of Rule 144 under the Securities Act of 1933, as amended (the "Securities Act"), and any other rule or regulation of the SEC that may at any time permit Seller to sell shares of Common Stock ("Common Shares") then held thereby to the public without registration, the Company agrees to at any time that it is a reporting company under Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"):

(a) use commercially reasonable efforts to file with the SEC in a timely manner, which shall be deemed to include any filing within any grace or extension period provided by Rule 12b-25 under the Exchange Act, all reports and other documents required of the Company under the Exchange Act; and

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(b) furnish to Seller, so long as Seller owns any Common Shares, forthwith upon request (i) a written statement by the Company indicating whether it has complied with the reporting requirements of the Exchange Act, (ii) a copy of the most recent annual or quarterly report of the Company and such other reports and documents so filed by the Company, and (iii) such other information as may be reasonably requested in availing the Seller of any rule or regulation of the SEC (exclusive of Rule 144A promulgated under the Securities Act) which permits the selling of any Common Shares without registration.

[Signature Pages Follow]

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IN WITNESS WHEREOF, the parties have executed and delivered this Stock Repurchase Agreement as of the date first written above.

SELLER:

ETF CAPITAL LIMITED

By: /s/ Graham Tuckwell

Name: Graham Tuckwell

Title: Chairman

COMPANY:

WISDOMTREE, INC.

By: /s/ Jonathan Steinberg

Name: Jonathan Steinberg

Title: Chief Executive Officer

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[Signature Page to Stock Repurchase Agreement]

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Exhibit A

Wire Transfer Instructions of Seller

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## WisdomTree Announces Private Offering of \$300 Million of Convertible Senior Notes

NEW YORK, NY August 8, 2024 (BUSINESS WIRE) – WisdomTree, Inc. (NYSE: WT) (“WisdomTree”), a global financial innovator, today announced its intention to offer, subject to market conditions and other factors, \$300 million aggregate principal amount of convertible senior notes due 2029 (the “notes”) in a private offering (the “offering”) to qualified institutional buyers pursuant to Rule 144A under the Securities Act of 1933, as amended (the “Securities Act”). WisdomTree also expects to grant the initial purchaser of the notes an option to purchase up to an additional \$45 million aggregate principal amount of the notes to be settled during a period of 13 days from, and including, the date the notes are first issued.

WisdomTree intends to use a portion of the net proceeds from the offering to repurchase approximately \$104 million in aggregate principal amount of its 5.75% convertible senior notes due 2028 (the “2028 notes”) as described below. WisdomTree also intends to use a portion of the net proceeds from the offering to repurchase shares of WisdomTree’s common stock from certain purchasers of the notes as described below and a portion of the net proceeds from the offering, along with cash and securities on hand, if necessary, to finance WisdomTree’s repurchase of all 14,750 shares of WisdomTree’s issued and outstanding Series A Non-Voting Convertible Preferred Stock (equivalent to 14.75 million shares of WisdomTree’s common stock) from ETFs Capital Limited for an aggregate purchase price equal to the product of 14.75 million and the simple average of the closing prices of WisdomTree’s common stock on the New York Stock Exchange during the four consecutive trading days ended August 8, 2024 (the “Series A preferred stock repurchase”). The consummation of the Series A preferred stock repurchase is contingent upon the closing of the offering of the notes and the 2028 notes repurchases described below. WisdomTree intends to use the remainder of the net proceeds from the offering, if any, for working capital and other general corporate purposes.

Prior to May 15, 2029, the notes will be convertible at the option of the holders of the notes only upon the satisfaction of certain conditions and during certain periods, and thereafter, at any time until the close of business on the second scheduled trading day immediately preceding the maturity date. Upon conversion, WisdomTree will pay cash up to the aggregate principal amount of the notes to be converted and pay or deliver, as the case may be, cash, shares of its common stock or a combination of cash and shares of its common stock, at WisdomTree’s election, in respect of the remainder, if any, of WisdomTree’s conversion obligation in excess of the aggregate principal amount of the notes being converted. The notes will also be redeemable, in whole or in part, for cash at WisdomTree’s option at any time, and from time to time, on or after August 20, 2026 in certain circumstances. The redemption price will be equal to the principal amount of the notes to be redeemed, plus accrued and unpaid interest, if any, to, but excluding, the redemption date. The interest rate, conversion rate and other terms of the notes are to be determined upon pricing of the offering.

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Contemporaneously with the pricing of the notes in the offering, WisdomTree intends to enter into separate privately negotiated transactions with certain holders of the 2028 notes to repurchase approximately \$104 million in aggregate principal amount of the 2028 notes on terms to be negotiated with such holders (each a “note repurchase” and collectively the “2028 notes repurchases”). The terms of each note repurchase are anticipated to be negotiated with certain holders of 2028 notes on an individual basis and will depend on several factors, including the market price of WisdomTree’s common stock and the trading price of the 2028 notes at the time of each such note repurchase. No assurance can be given as to how much, if any, of the 2028 notes will be repurchased or the terms on which they will be repurchased. The consideration for any such note repurchases will be cash financed with a portion of the net proceeds from the offering. Any remaining 2028 notes outstanding will be settled no later than maturity.

WisdomTree expects that certain holders of 2028 notes that sell their 2028 notes in negotiated transactions with WisdomTree may enter into or unwind various derivatives with respect to WisdomTree’s common stock and/or purchase shares of its common stock in the market. The amount of WisdomTree’s common stock that such holders purchase may be substantial in relation to the historic average daily trading volume of the common stock. In addition, WisdomTree expects that certain purchasers of the notes offered in the offering may establish a short position with respect to its common stock by short selling the common stock or by entering into short derivative positions with respect to the common stock, in each case, in connection with the offering. The net effect of the above market activities by holders of 2028 notes and purchasers of the notes offered in the offering could increase (or reduce the size of any decrease in) or decrease (or reduce the size of any increase in) the market price of WisdomTree’s common stock and/or the market price of the notes offered in the offering, and WisdomTree cannot predict the magnitude of such market activities or the overall effect they will have on the market price of the notes and/or the market price of its common stock.

WisdomTree intends to use a portion of the net proceeds from the offering to repurchase shares of its common stock from certain purchasers of the notes in privately negotiated transactions effected through the initial purchaser of the notes, as its agent, concurrently with the pricing of the offering. The price per share of WisdomTree’s common stock repurchased in such transactions is expected to equal the last reported price per share of its common stock as of the date of the pricing of the notes. These repurchases could increase (or reduce the size of any decrease in) the market price of WisdomTree’s common stock and/or the market price of the notes offered in the offering. WisdomTree cannot predict the magnitude of such market activity or the overall effect it will have on the price of the notes offered hereby or WisdomTree’s common stock.

The notes will only be offered to qualified institutional buyers pursuant to Rule 144A under the Securities Act. The notes and the common stock issuable upon conversion of the notes, if any, have not been and will not be registered under the Securities Act, or any state securities laws, and unless so registered, may not be offered or sold in the United States except pursuant to an applicable exemption from such registration requirements.

This announcement is neither an offer to sell nor a solicitation of an offer to buy any of these securities and shall not constitute an offer, solicitation or sale in any jurisdiction in which such offer, solicitation or sale is unlawful.

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## About WisdomTree

WisdomTree is a global financial innovator, offering a well-diversified suite of exchange-traded products (ETPs), models, solutions and products leveraging blockchain 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<sup>®</sup>.\*

\* The WisdomTree Prime digital wallet and digital asset services are made available through WisdomTree Digital Movement, Inc., a federally registered money services business, state-licensed money transmitter and financial technology company (NMLS ID: 2372500) or WisdomTree Digital Trust Company, LLC, in select U.S. jurisdictions

and may be limited where prohibited by law. WisdomTree Digital Trust Company, LLC is chartered as a limited purpose trust company by the New York State Department of Financial Services to engage in virtual currency business.

WisdomTree currently has approximately \$106.0 billion in assets under management globally.

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

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

This press release contains forward-looking statements that are based on WisdomTree's management's beliefs and assumptions and on information currently available to management. Although WisdomTree believes that the expectations reflected in these forward-looking statements are reasonable, these statements relate to future events or WisdomTree's future financial performance, and involve known and unknown risks, uncertainties and other factors that may cause actual results, levels of activity, performance or achievements to be materially different from any future results, levels of activity, performance or achievements expressed or implied by these forward-looking statements. In some cases, you can identify forward-looking statements by terminology such as "may," "will," "should," "expects," "intends," "plans," "anticipates," "believes," "estimates," "predicts," "potential," "continue" or the negative of these terms or other comparable terminology. These statements are only predictions. You should not place undue reliance on forward-looking statements because they involve known and unknown risks, uncertainties and other factors, which are, in some cases, beyond WisdomTree's control and which could materially affect results. Factors that may cause actual results to differ materially from current expectations include, among other things, the risks described below. If one or more of these or other risks or uncertainties occur, or if WisdomTree's underlying assumptions prove to be incorrect, actual events or results may vary significantly from those implied or projected by the forward-looking statements. No forward-looking statement is a guarantee of future performance. You should read this press release completely and with the understanding that WisdomTree's actual future results may be materially different from any future results expressed or implied by these forward-looking statements.

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In particular, forward-looking statements in this press release may include statements about the proposed terms of the notes, the size of the notes offering, including the option to purchase additional notes to be granted to the initial purchaser, the expected use of the proceeds from the sale of the notes, the closing of the Series A preferred stock repurchase and the potential effects of the 2028 notes repurchases and the share repurchases on WisdomTree's common stock and the market price of the notes, and other statements contained in this press release that are not historical facts. Forward-looking statements are subject to many risks and uncertainties, including without limitation, risks related to or associated with whether WisdomTree will consummate the offering of the notes on the expected terms, or at all, which could differ or change based upon market conditions or other reasons, and the other risks set forth under the caption "Risk Factors" in WisdomTree's Annual Report on Form 10-K for the year ended December 31, 2023 and Quarterly Reports on Form 10-Q for the quarters ended March 31, 2024 and June 30, 2024.

### **Contact Information:**

#### **Investor Relations**

Jeremy Campbell  
+1.917.267.3859  
jeremy.campbell@wisdomtree.com

#### **Corporate Communications**

Jessica Zaloom  
+1.917.267.3735  
jzaloom@wisdomtree.com

Category: Business Update

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