

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

SCHEDULE 13D  
(Rule 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT  
TO § 240.13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO  
§ 240.13d-2(a)

(Amendment No. 2)<sup>1</sup>

WisdomTree Investments, Inc.  
(Name of Issuer)

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

97717P104  
(CUSIP Number)

GRAHAM TUCKWELL  
ETF CAPITAL LIMITED  
Ordnance House, 31 Pier Road  
St. Helier, Jersey JE2 4XW

IRSHAD KARIM  
LION POINT CAPITAL, LP  
250 W 55th Street, 33rd Floor  
New York, New York 10019

ANDREW FREEDMAN, ESQ.  
OLSHAN FROME WOLOSKY LLP  
1325 Avenue of the Americas  
New York, New York 10019  
(212) 451-2300

(Name, Address and Telephone Number of Person  
Authorized to Receive Notices and Communications)

March 18, 2022  
(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 §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-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 § 240.13d-7 for other parties to whom copies are to be sent.

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<sup>1</sup> 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 ("Act") 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).

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1	NAME OF REPORTING PERSON  ETFs Capital Limited	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" 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)  10.5%	
14	TYPE OF REPORTING PERSON  OO	

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

1	NAME OF REPORTING PERSON  GRAHAM TUCKWELL	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" 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)  10.5%	
14	TYPE OF REPORTING PERSON  IN	

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

1	NAME OF REPORTING PERSON  Lion Point Capital, LP	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS  WC, 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  Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  - 0 -
	8	SHARED VOTING POWER  4,521,979
	9	SOLE DISPOSITIVE POWER  - 0 -
	10	SHARED DISPOSITIVE POWER  4,521,979
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  4,521,979	
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)  3.1%	
14	TYPE OF REPORTING PERSON  PN	

1	NAME OF REPORTING PERSON  Lion Point Holdings GP, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS  WC, 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  Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  - 0 -
	8	SHARED VOTING POWER  4,521,979
	9	SOLE DISPOSITIVE POWER  - 0 -
	10	SHARED DISPOSITIVE POWER  4,521,979
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  4,521,979	
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)  3.1%	
14	TYPE OF REPORTING PERSON  OO	

1	NAME OF REPORTING PERSON  DIDRIC CEDERHOLM	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS  WC, 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  Sweden and France	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  - 0 -
	8	SHARED VOTING POWER  4,521,979
	9	SOLE DISPOSITIVE POWER  - 0 -
	10	SHARED DISPOSITIVE POWER  4,521,979
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  4,521,979	
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)  3.1%	
14	TYPE OF REPORTING PERSON  IN	

The following constitutes Amendment No. 2 to the Schedule 13D filed by the undersigned (“Amendment No. 2”). This Amendment No. 2 amends the Schedule 13D as specifically set forth herein.

Item 4. Purpose of Transaction.

Item 4 is hereby amended to add the following:

On March 18, 2022, 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 Lynn S. Blake, Deborah A. Fuhr and Graham Tuckwell (collectively, the “Nominees”), for election to the Board of Directors of the Issuer (the “Board”) at the Issuer’s 2022 annual meeting of stockholders (the “Annual Meeting”).

On March 18, 2022, 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 opportunity for value creation at the Issuer. The full text of the letter is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

**Lynn S. Blake**, age 57, has served as an independent consultant since October 2021. Previously, Ms. Blake served in various positions at State Street Global Advisors, Inc. (“SSGA”), the investment management division of State Street Corporation (NYSE: STT), a financial services company, including as Executive Vice President and Chief Investment Officer of Equity Indexing, Smart Beta and Environmental, Social, and Governance strategies, from January 2011 to September 2021, Head of Non-US Equity Indexing, from 1999 to 2010, and Senior Portfolio Manager, from 1990 to 1999. Ms. Blake served on the board of directors of SSGA Trust Company, the governing board for SSGA Institutional Products and SPDR SPY and DIA ETFs, from January 2018 to September 2021, and at times, served as a member of SSGA’s Global Fiduciary and Conduct Committee, Investment Committee, Executive Management Group, and the State Street Conduct Risk Committee. Additionally, Ms. Blake has served on the advisory boards of The Posse Foundation, a college access and youth leadership development program, since 2016 and the Ira M. Millstein Center for Global Markets and Corporate Ownership at Columbia Law School, a premier research institution, since September 2020. Ms. Blake was also a member of the Investor Advisory Group of the Sustainability Accounting Standards Board, a nonprofit organization which connects businesses and investors on the financial impacts of sustainability, from 2016 to September 2021. Ms. Blake is a Chartered Financial Analyst. Ms. Blake received a B.S. from Boston College and an M.B.A. in Finance from the D’Amore-McKim School of Business at Northeastern University.

**Deborah A. Fuhr**, age 62, is the Managing Partner and Founder of ETFGI LLLP, an independent research and consultancy firm covering all of the products, issuers, exchanges, and trends in the global ETFs and ETPs industry, launched in 2012 in London, and offers a number of paid for subscription research services and organizes and runs the annual ETFGI Global ETFs Insights Summit events, which Ms. Fuhr also founded in August 2019. Ms. Fuhr has also served as the Co-Founder, Editorial Director, Producer and Presenter at ETF TV, a television show which provides monthly insights into the use, trading, regulatory and product development trends for exchange traded funds, since June 2019. In addition, Ms. Fuhr has served on the FTSE Russell Industry Classification Advisory Committee, an advisory committee to the FTSE Russell Governance Board, since 2011. She also served as the Co-Founder of ETFs Global Markets Roundtable, a series of conferences created to provide a vehicle for the substantive discussion of capital markets issues impacting the ETF industry, from April 2017 to August 2019. From July 2017 to May 2019, Ms. Fuhr served as Vice-Chair of the Nasdaq Listing and Hearing Review Council, an independent advisory committee to the Nasdaq board of directors, and was a member of the Council from April 2014 to July 2017. Previously, Ms. Fuhr served as Global Head of ETF research and implementation strategy and as a Managing Director at BlackRock, Inc. (NYSE: BLK) from 2008 to 2011. Earlier in her career, Ms. Fuhr served as a Managing Director and Head of the Investment Strategy team at Morgan Stanley (NYSE: MS) in London, and as an Associate at Greenwich Associates LLC. Ms. Fuhr has served as a director of LGBTQ Loyalty Holdings, Inc. (OTCMKTS: LFAP), the first LGBTQ Loyalty Preference Index ETF, since December 2021, and as an independent trustee of each of Renaissance Capital Greenwich Funds, an ETF series, since July 2021, and SYNTAX ETF TRUST, an ETF series, since March 2018. Ms. Fuhr was the recipient of the ETF.com 2018 lifetime achievement award, 100 Women in Finance's 2017 European Industry Leadership Award and the 2014 William F. Sharpe Lifetime Achievement Award for outstanding and lasting contributions to the field of index investing. She has been named as one of the "100 Most Influential Women in Finance" by Financial News over several years, most recently in 2016. Ms. Fuhr frequently writes articles for various publications including: Financial News, ETFI Asia, CityWire, FT Advisor, Pensions and Investments, IPE: Investments and Pensions Europe, Focus -World Federation of Exchanges and the Financial Times. Ms. Fuhr is one of the founders and on the board of Women in ETFs as well as Women in ETFs EMEA chapter and is on the board of Cancer Research UK's 'Women of Influence' initiative to support female scientists. Ms. Fuhr has served on the editorial boards of the Journal of Indexes (United States), Journal of Indexes (Europe), and Money Management Executive; the advisory board for the Journal of Index Investing; and the investment panel of experts for Portfolio Adviser, the FTSE ICB Advisory Committee, the International Advisory Committee for the Egyptian Exchange, and the University of Connecticut School of Business International Advisory Board. Ms. Fuhr holds a B.S. degree from the University of Connecticut and an M.B.A. from the Kellogg School of Management at Northwestern University.

**Graham Tuckwell**, age 65, is the Founder and 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 have increased by more than 400% since then. Mr. Tuckwell also serves as Founder and Co-Director of Rodber Investments Limited, his family office investment entity, since 2011. 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 was 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 Australian 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 March 18, 2022, the Reporting Persons entered into a Joint Filing and Solicitation Agreement (the “JFSA”) with the other parties thereto, including the Nominees (collectively, the “Group”) 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 for so long as the Issuer’s stockholder rights plan, dated March 14, 2022, remains in effect, no member of the Group shall transact in securities of the Issuer without the prior written consent of ETFS and Mr. Tuckwell; provided, further, that, once the Issuer’s stockholder rights plan is no longer in effect, 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 she or 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 she 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 \$4,000 in the aggregate for each Nominee (plus any applicable VAT). The JFSA is attached hereto as Exhibit 99.2 and is incorporated herein by reference.

ETFS and Lion Point Capital have entered into a letter agreement with each of the Nominees other than Mr. Tuckwell (the “Indemnification Agreements”), pursuant to which they have agreed to jointly, on a pro-rata basis, indemnify such Nominees against claims arising from the Solicitation and any related transactions. For the avoidance of doubt, such indemnification does not apply to any claims made against such Nominee(s) in her 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 Mmes. Blake and Fuhr has granted Martyn James and Graham Tuckwell a power of attorney to execute certain SEC filings in connection with the Solicitation and the JFSA. Mr. Tuckwell has granted Martyn James and Mark Weeks a power of attorney to execute certain SEC filings in connection with the Solicitation and the JFSA. A form of the Power of Attorney is attached hereto as Exhibit 99.4 and is incorporated herein by reference.

ETFs has entered into a compensation letter agreement with each of the Nominees other than Mr. Tuckwell (the “Compensation Letter Agreements”) pursuant to which it has agreed to pay such Nominees: (i) \$25,000 in cash upon the provision by such Nominee of executed nominee documents, reasonably requested by ETFs or its representatives in connection with such Nominee’s nomination and (ii) \$25,000 in cash upon the earlier to occur of (a) the filing by the members of the Group of a definitive proxy statement 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) the Group entering into an agreement with the Issuer with respect to such Nominee’s election or appointment to the Board; provided, however, that, at ETFs’ and Lion Point’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 Letter 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’ 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 99.5 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 March 18, 2022.
- 99.2 Joint Filing and Solicitation Agreement.
- 99.3 Form of Indemnification Letter Agreement.
- 99.4 Form of Power of Attorney.
- 99.5 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: March 22, 2022

ETFS Capital Limited

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

/s/ Graham Tuckwell  
Graham Tuckwell

Lion Point Capital, LP

By: Lion Point Holdings GP, LLC,  
its General Partner

By: /s/ Didric Cederholm  
Name: Didric Cederholm  
Title: Manager and Member

Lion Point Holdings GP, LLC

By: /s/ Didric Cederholm  
Name: Didric Cederholm  
Title: Manager and Member

/s/ Didric Cederholm  
Didric Cederholm

# ETFS Capital and Lion Point Nominate Three Highly Qualified Candidates to WisdomTree Investments, Inc. Board of Directors

*Believes New Directors with Deeply Relevant Expertise Are Required to Reverse Years of Severe Underperformance, Improve Execution and Enhance Board Oversight and Accountability*

*Highlights That Nominees Graham Tuckwell, Deborah Fuhr and Lynn Blake Would Bring the Skillsets and Stockholder Alignment to the Board Necessary to Restore WisdomTree's Credibility and Enhance Stockholder Value*

*Sends Letter to WisdomTree's Board Highlighting Urgent Need for Independent Directors with Relevant Industry Expertise in Order to Address Historical Issues That Have Been Plaguing the Company and Destroying Stockholder Value*

NEW YORK, March 18, 2022 (GLOBE NEWSWIRE) -- ETFS Capital Limited ("ETFS"), 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 Investments, Inc. ("WisdomTree" or the "Company") (NASDAQ:WETF), with aggregate ownership of approximately 10.4% of the outstanding Common Stock, which together with its Series A Preferred Stock would represent approximately 18.6% of the Company's outstanding Common Stock on an as-converted basis, and Lion Point Capital, LP (together with certain of its affiliates, "Lion Point" and together with ETFS, the "Group"), which owns 3.1% of the outstanding Common Stock, announced today their nomination of three highly qualified individuals for election to the Board of Directors of WisdomTree (the "Board") at the Company's 2022 annual meeting of stockholders and issued an open letter to the Board.

The Group believes its independent nominees will actively contribute to the creation of stockholder value at WisdomTree by leveraging their strategic acumen and leadership experience, improving the Board's ESG initiatives, and by drawing on their deep knowledge of ETFs and ETPs in WisdomTree's core markets, including Commodity and Currency, U.S. Equity, International Developed Market Equity, Emerging Market Equity and Digital Assets/Cryptocurrency.

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The full text of the letter sent to WisdomTree follows:

March 18, 2022

Dear Board Members,

ETFS Capital Limited (“ETFS”) and Lion Point Capital, LP (together with certain of its affiliates, “Lion Point”) currently beneficially own approximately 13.5% of the outstanding common stock of WisdomTree Investments, Inc. (“WisdomTree” or the “Company”) and approximately 21.4% of the Company upon conversion of their Series A Non-Voting Convertible Preferred Stock,<sup>1</sup> making us the Company’s largest economic holder, and unquestionably aligning us with all stockholders and constituents of the Company to drive significant value creation. As you know, ETFS has been the largest beneficial owner of the Company since WisdomTree’s acquisition of the ETF Securities Exchange Traded Commodity, Currency and Short and Leveraged business (the “European ETC Business”) in April 2018 from ETFS.

ETFS is one of the oldest and most successful independent ETF operators globally, having created over one billion dollars of enterprise value since its launch by operating ETF issuance businesses and allocating capital to businesses in the ETF ecosphere and Digital Assets space. Lion Point is an investment firm that has significant experience in creating value at public and private companies through strategic changes, operational efficiency improvements and governance enhancements. Lion Point and ETFS have formed a group with regards to their investment in WisdomTree after having independently reached similar conclusions about the significant opportunity to create value through actions within the control of the management and board of directors of WisdomTree (the “Board”). ETFS’ track record as an operator and investor in the ETF and Digital Assets industries, coupled with Lion Point’s value-add research and governance expertise renders us uniquely qualified to provide views on the strategy, operational efficiency and governance effectiveness of WisdomTree.

ETFS agreed to sell its European ETC Business to WisdomTree based on the belief that the combination of the Company’s U.S. ETF franchise and ETFS’ European ETC Business had significant value creation potential that could be unlocked, either as an independent company or as part of a larger entity, by a management team that ETFS was led to believe had intellectual humility, foresight and focus. Like other WisdomTree stockholders at the time of the sale of the European ETC Business to WisdomTree, ETFS expected the Company to be able to create value for all stockholders without the need of a guiding hand and thus agreed, despite ETFS being the largest economic holder of the Company by a large margin, not to have any representatives on the Board. Furthermore, it acquiesced to the Company’s requests to limit ETFS’s voting rights through the issuance of non-voting preferred shares that have substantially equivalent economic rights to common stock, as noted above, these preferred shares are not convertible while ETFS holds 9.9% or more of the Company’s outstanding stock.

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Since then, however, WisdomTree has squandered its credibility, as demonstrated by its destruction of invested capital, inability to align its cost structure to industry benchmarks and failure to grow assets under management in line with its competitors, which we believe are the primary causes of its poor stockholder returns and stagnating valuation metrics. To be specific, since the closing of the acquisition of ETFS' European ETC Business, the Company's forward earnings multiple has steadily and materially compressed from 24x to 15x<sup>2</sup> and stockholders have suffered the Company's significant underperformance as compared to the Dow Jones Asset Managers index by over 60%.<sup>3</sup> In summary, while peers have significantly appreciated, WisdomTree stockholders have seen over \$400 million in value – approximately 50% of its current market capitalization – destroyed by the present management team and Board. Since 2018, WisdomTree has even managed to materially underperform all but one of its peers who have significant or sole exposure to mutual funds, which face sustained and significant headwinds due to the continuing migration of assets from mutual funds to ETFs.<sup>4</sup> Remarkably, over the same period, it was the business ETFS built – the European ETC Business - which has consistently outperformed expectations while the legacy part of WisdomTree has languished. Assets under management in the acquired European ETC Business have increased by almost 45%, while the existing part of WisdomTree has had only anemic asset growth of approximately 14%.<sup>5</sup>

This massive underperformance first came to the attention of Lion Point when it was approached, several years ago, by certain former employees of the Company who were concerned about what was happening at the Company. Since then, Lion Point has attempted to identify the root causes of this underperformance, which led Lion Point to interview over 50 people among former WisdomTree employees, competitors, industry bankers, potential acquirers, and vendors of the Company. Surprisingly, it was the discussions with Company vendors, partners, and several former senior employees that drew the most detailed and troubling picture of the origins of the value destruction at the Company, namely: the apparent ineffective management culture, which caused the departures of several senior executives and Board members due to “cultural problems,” recent stock sales by insiders while at the same time touting the Company's growth, poor capital allocation, bloated cost structure, multiple unfulfilled “organic growth” promises, frequent strategic shifts, and lack of robust Board oversight and challenge.

In the hope of putting our expertise as operators and investor advocates to the Company's service, we have attempted multiple times to initiate private conversations with the Board to provide constructive and practical assistance and to reach a mutually agreeable and pragmatic arrangement that, at a minimum, would enhance the Company's Board. For example, and, in our view, in accordance with bare minimum corporate governance standards, we proposed that the Company replace directors who have served on the Board for 15 years or more with stockholder-identified directors who have relevant ETF experience – a deeply critical skillset the current Board is sorely missing. We also indicated to the Company our willingness to work with the Board to ensure a smooth CEO replacement process, without needing to give ETFS or Lion Point any credit for the changes, similar to Lion Point's other prior successful engagements where management teams have been replaced and significant value was thereafter unlocked for such stockholders. To date, the Company has declined to respond to all such offers of assistance.

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Astoundingly, after rejecting an earlier proposal from ETFS to add even a single stockholder-appointed director to the Board to bolster its ability to actively oversee and test management's decision process, the Chairman responded that "the board does not look for directors with any ETF expertise as that is what management does. Having an ETF background is not a criteria when looking for directors." Then, shortly after our announcement that ETFS and Lion Point had formed a group and while we were in the midst of potential settlement discussions, the Board reactively and defensively adopted a stockholder rights agreement or "poison pill" that we believe achieves nothing other than highlighting the Board's entrenchment. In our view, disingenuously ignoring our invitation to enter into settlement discussions while stating that the Board is open to engage with us only confirms what was clearly outlined by index stockholders' adverse votes at prior annual meetings, the Company's staggered board structure and excessive compensation: the Company's proxy filings claims of "continuously striving to improve corporate governance" is unfounded in substance. In fact, their statements make us wonder if they even understand what the role of a Board of Directors is at all.

We strongly believe that WisdomTree critically needs a new CEO, improved execution and enhanced Board oversight to restore its lost credibility with stockholders. As we explained during a call with the Company last week, ETFS and Lion Point have a proven track record of value creation across a number of environmental, social and governance related investments, through their focus on growth initiatives, operational efficiency improvements and implementation of governance best practices. We firmly believe that the addition of highly qualified directors with relevant backgrounds and direct industry experience, can help identify and appoint a new CEO and guide WisdomTree so that it can regain its best-in-class company status in its industry while generating significant value for all stockholders.

For those reasons, in order to preserve our rights ahead of the Company's Annual Meeting and as further described in our formal nomination notice delivered to the Company today, we are nominating three highly-qualified director candidates – Graham Tuckwell, Deborah Fuhr and Lynn Blake – for election at the 2022 Annual Meeting (collectively, the "Nominees"). To aid in the identification of our independent nominees, Lion Point engaged two highly reputable search firms who routinely work with public company boards to identify candidates who collectively have: successful track records of value creation in the ETF industry, demonstrable ETF operating experience, ETF industry opinion leader status, public company experience, and strong equality advocacy credentials. As you can see from our Nominees' biographies included below, we have identified candidates who have extensive experience in overseeing and/or analyzing billions in value of ETF assets under management, possess unquestionable industry knowledge, and some of whom have created substantial value for their backers by investing in the ETF industry. We note that two of our nominees have substantial experience in the European ETF market, where almost half the Company's assets are located. This is a much-needed gap to be filled, as none of the Board members appear to have any European ETF experience.

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Despite the Company's actions of recent days, we remain open to reaching a mutually agreeable solution. We have acted in good faith and have repeatedly reiterated that we do not need to be given "credit" for changes at the Company since our interests are aligned with those of all WisdomTree stockholders. In the absence of a mutually agreeable settlement that addresses our key concern of significant improvement in execution and the Board's effectiveness, we will be left with no option other than to vigorously highlight in greater detail the long string of Board and management's missteps to WisdomTree's stockholders, proxy advisory firms, independent financial advisors, the Company's vendors and partners, industry media, and investors in WisdomTree's products. Our hope is that, as the saying goes, sunshine is the best medicine, and we stand ready to shine a light on WisdomTree over the coming months and years, if necessary.

As we said in our last unanswered communication to you earlier this week, we stand ready and look forward to discussing the Company's response, if any, to our proposals at a time of your convenience.

Yours truly,

Graham Tuckwell  
Chairman  
ETF Capital Limited

Didric Cederholm  
Chief Investment Officer  
Lion Point Capital, LP

#### **Our Nominees:**

**Graham Tuckwell.** Mr. Tuckwell is the Founder and Chairman of ETF 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 have increased by more than 400% since then. 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."

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**Deborah Fuhr.** Ms. Fuhr has been the managing partner of ETFGI, a leading independent research and consultancy firm in the global ETF and Exchange Traded Products (ETP) industries since she founded the firm in 2012. She has been an editorial director, producer, and presenter at ETF TV, a show which provides monthly insights into the ET and ETP markets since she co-founded the show in June 2019. Ms. Fuhr also served as vice chair of the Nasdaq Listing and Hearing Review Council from 2017 until 2019, and as a member on the Nasdaq listing and hearings Council from 2014 to 2017. Ms. Fuhr was the Global Head of ETF Research and Implementation Strategy team at BlackRock, Inc. (NYSE: BLK) from 2008 to 2011. Previously, she was a managing director and headed the Investment Strategies Group at Morgan Stanley. She also has served as a Board member and Vice president for Women in ETFs, the first women's group for the ETF industry, since she helped found the non-profit organization in 2014. She has won numerous awards in the financial industry, including the ETF.com 2018 lifetime achievement award, 100 Women in Finance's 2017 European Industry Leadership Award, and the 2014 William F. Sharpe Lifetime Achievement Award for outstanding and lasting contributions to the field of index investing, among others.

**Lynn Blake.** Lynn Blake is a former Chief Investment Officer who retired in September 2021 from State Street Global Advisors ("SSGA"), the investment management division of State Street Corporation, one of the world's largest asset managers. As Chief Investment Officer of SSGA, Lynn was responsible for \$2.5 trillion in assets under management and a P&L with over \$1 billion in revenues. She served as a director of the SSGA Trust Company, the governing board for SSGA from 2018 to 2021. From 2011 to 2021, she served as the Executive Vice President and Chief Investment Officer of Equity Indexing, Smart Beta and ESG strategies at SSGA. In addition to heading ESG research and ESG data, Ms. Blake also had oversight and management of SSGA Asset Stewardship activities, giving her a perspective on critical proxy voting issues for shareholders. Previously, she served as the head of Non-US Equity Indexing from 1999 to 2010. She also worked as a senior Portfolio Manager at SSGA from 1990 to August 1999.

#### About ETFs Capital Limited

ETFs Capital Limited 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.

#### About Lion Point Capital, LP

Lion Point Capital, LP is a global investment firm that seeks to invest in equity and debt securities of undervalued public and private companies. Our partners have extensive experience and a successful track record of uncovering and unlocking value through rigorous fundamental analysis and thoughtful actions, encompassing growth investments, strategic changes, operational efficiency improvements and governance enhancements.

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## CERTAIN INFORMATION CONCERNING THE PARTICIPANTS

ETFS Capital Limited ("ETFS Capital") and the other Participants (as defined below), intend to file a preliminary proxy statement and accompanying **WHITE** proxy card with the Securities and Exchange Commission ("SEC") to be used to solicit votes for the election of their slate of highly qualified director nominees at the 2022 annual meeting of stockholders of WisdomTree Investments, Inc. a Delaware corporation (the "Company").

ETFS CAPITAL STRONGLY ADVISES ALL STOCKHOLDERS OF THE COMPANY TO READ THE PROXY STATEMENT AND OTHER PROXY MATERIALS, INCLUDING A PROXY CARD, 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, Lion Point Master, LP ("Lion Point Master"), Lion Point Capital GP, LLC ("Lion Point GP"), Lion Point Capital, LP ("Lion Point Capital"), Lion Point Holdings GP, LLC ("Lion Point Holdings"), Graham Tuckwell, Didric Cederholm, Lynn S. Blake and Deborah Fuhr (collectively, the "Participants").

As of the date hereof, ETFS Capital directly beneficially owns 15,250,000 shares of common stock, \$0.01 par value per share, of the Company (the "Common Stock"). ETFS Capital also directly owns 14,750 shares of the issuer's Series A Non-Voting Convertible Preferred Stock, which are convertible immediately into 14,750,000 shares of Common Stock at the holder's option. The Certificate of Designations for the Series A Non-Voting Convertible Preferred Stock (the "Preferred Stock") restricts ETFS Capital from converting such Preferred Stock into Common Stock if ETFS Capital would beneficially own more than 9.99% of the Issuer's outstanding Common Stock after giving effect to such conversion, and renders any conversions over such amount void ab initio (the "Conversion Cap"). As the Chairman and controlling shareholder of ETFS Capital, Mr. Tuckwell may be deemed an indirect beneficial owner of the 15,250,000 shares of Common Stock directly owned by ETFS Capital and the 14,750 shares of Preferred Stock directly owned by ETFS Capital. As of the date hereof, Lion Point Master directly beneficially owns 4,521,979 shares of Common Stock. As the general partner of Lion Point Master, Lion Point GP may be deemed to beneficially own the 4,521,979 shares of Common Stock directly owned by Lion Point Master. As the investment manager of Lion Point Master, Lion Point Capital may be deemed to beneficially own the 4,521,979 shares of Common Stock directly owned by Lion Point Master. As the general partner of Lion Point Capital, Lion Point Holdings may be deemed to beneficially own the 4,521,979 shares of Common Stock directly owned by Lion Point Master. As a Manager and Member of Lion Point Holdings, Mr. Cederholm may be deemed the beneficial owner of the 4,521,979 shares of Common Stock owned directly by Lion Point Master.

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**Investor Contacts:**

**ETFs:**

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

**Lion Point:**

Cristiano Amoruso, (212) 356-6200  
info@lionpoint.com

<sup>1</sup> The conversion of the Series A Non-Voting Convertible Preferred Stock is subject to a 9.9% beneficial ownership limitation and such shares are not currently convertible.

<sup>2</sup> Source: Bloomberg.

<sup>3</sup> Source: Bloomberg.

<sup>4</sup> Capital IQ. Peers include: BLK CNS, TROW, AMG, AB, APAM, BEN, BSIG, DHIL, FHI, GBL, IVZ, JHG, VCTR, VRTS, WHG BSIG, DHIL, FHI, GBL, IVZ, JHG, VCTR, VRTS, WHG

<sup>5</sup> Source: WisdomTree Investor Relations (<http://ir.wisdomtree.com/>) via the Company's "Historical ETF AuM" excel link.

## JOINT FILING AND SOLICITATION AGREEMENT

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

WHEREAS, this Joint Filing and Solicitation Agreement (the “Agreement”) amends and restates the Group Agreement dated as of March 8, 2022, entered into by certain of the parties hereto, pursuant to which the parties named therein formed a “group” (as contemplated by Section 13(d) of the Securities Exchange Act of 1934, as amended) for the purpose of working together to enhance stockholder value at the Company, including (i) soliciting proxies for the election of the persons to be nominated by the Group (as defined in the Agreement) to the Board of Directors at the 2022 annual meeting of stockholders of the Company, (ii) taking such other actions as the parties deem advisable, and (iii) taking all other action necessary or advisable to achieve the foregoing.

WHEREAS, ETFS Capital Limited, a Jersey company, and Graham Tuckwell (collectively, “ETFS”), and Lion Point Master, LP, a Cayman Islands exempted limited partnership, Lion Point Capital GP, LLC, a Delaware limited liability company, Lion Point Capital, LP, a Delaware limited partnership, Lion Point Holdings GP, LLC, a Delaware limited liability company, and Didric Cederholm (collectively, “Lion Point”), and Lynn Blake and Deborah Fuhr (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 2022 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 18th day of March 2022 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 for so long as the Company’s stockholder rights plan, dated March 14, 2022, remains in effect, no member of the Group shall transact in securities of the Company without the prior written consent of ETFS; *provided, further*, that, once the Company’s stockholder rights plan is no longer in effect, 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.

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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 and Lion Point, 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 and Lion Point directly relating to their 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 \$4,000 in the aggregate for each Nominee (plus any applicable VAT).

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 mutually agreeable among ETFS and Lion Point. Such parties hereby agree to work in good faith to resolve any disagreement that may arise between or among any of the members of the Group concerning decisions to be made, actions to be taken or statements to be made in connection with the Group's activities.

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.

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 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.

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

ETF5 CAPITAL LIMITED

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

/s/ Graham Tuckwell  
GRAHAM TUCKWELL  
Individually and as attorney-in-fact for Deborah A. Fuhr and Lynn S. Blake

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LION POINT MASTER, LP

By: Lion Point Capital GP, LLC  
its General Partner

By: /s/ Didric Cederholm

Name: Didric Cederholm  
Title: Manager and Member

LION POINT CAPITAL GP, LLC

By: /s/ Didric Cederholm

Name: Didric Cederholm  
Title: Manager and Member

LION POINT CAPITAL, LP

By: Lion Point Holdings GP, LLC  
its General Partner

By: /s/ Didric Cederholm

Name: Didric Cederholm  
Title: Manager and Member

LION POINT HOLDINGS GP, LLC

By: /s/ Didric Cederholm

Name: Didric Cederholm  
Title: Manager and Member

/s/ Didric Cederholm

DIDRIC CEDERHOLM



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

**LION POINT CAPITAL, LP**  
**250 W 55th Street, 33rd Floor**  
**New York, New York 10019**

March \_\_, 2022

[Nominee]  
[Address]

**Re: WisdomTree Investments, Inc.**

Dear Ms. [\_\_\_\_\_]:

Thank you for agreeing to serve as a nominee for election to the Board of Directors of WisdomTree Investments, Inc. (the “Company”), in connection with the proxy solicitation that ETFS Capital Limited and certain of its affiliates (“ETFS”) and Lion Point Capital, LP and certain of its affiliates (“Lion Point”, and together with ETFS, the “Indemnifying Parties”) are considering undertaking to nominate and elect directors at the Company’s 2022 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.

The Indemnifying Parties agree 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”).

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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. In addition, you will be reimbursed promptly for all Losses suffered by you and as incurred as provided herein and the Indemnifying Parties agree to pay for such reimbursement incurred by you on a pro rata basis based on the amount of securities of the Company they each own at the time of receipt of a Loss Notice.

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, on a pro rata basis based on the amount of securities of the Company they each own at the time of receipt of Disclosure Notice.

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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.

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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: Mark Weeks  
Title: Director

Lion Point Capital, LP

By: Lion Point Holdings GP, LLC,  
its General Partner

By:

\_\_\_\_\_  
Name: Didric Cederholm  
Title: Manager and Member

\_\_\_\_\_  
[Nominee]

**POWER OF ATTORNEY**

Know all by these presents, that the undersigned hereby constitutes and appoints \_\_\_\_\_ and \_\_\_\_\_, or either of them, the undersigned's true and lawful attorney-in-fact to take any and all action in connection with (i) the undersigned's beneficial ownership of, or participation in a group with respect to, securities of WisdomTree Investments, Inc., a Delaware corporation (the "Company") directly or indirectly beneficially owned by ETFs Capital Limited or any of its affiliates (collectively, "ETFs") and (ii) any proxy solicitation by ETFs to elect ETFs' slate of director nominees to the board of directors of the Company at the 2022 annual meeting of stockholders of the Company (the "Solicitation"). 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;
3. executing for and on behalf of the undersigned all Joint Filing and Solicitation Agreements or similar documents pursuant to which the undersigned shall agree to be a member of ETFs;
4. performing any and all acts for and on behalf of the undersigned that may be necessary or desirable to complete and execute any such document, complete and execute any amendment or amendments thereto, and timely file such form with the United States Securities and Exchange Commission and any stock exchange or similar authority; and
5. taking any other action of any type whatsoever in connection with the Solicitation, including entering into any settlement agreement, that in the opinion of such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as such attorney-in-fact may approve in such attorney-in-fact's discretion.

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 ETFs 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 \_\_\_ day of March 2022.

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[NOMINEE]

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

March \_\_, 2022

[Nominee]  
[Address]

Dear Ms. [\_\_\_\_]:

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”), and other members of its Section 13(d) group (together with ETFs, the “Group”), for election as a director of WisdomTree Investments, Inc. (the “Company”) at the Company’s 2022 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) \$25,000 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) \$25,000 in cash upon the earlier to occur of (a) the filing by the members of the Group 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) the Group 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 the Group’s sole discretion, it may determine to compensate you the \$25,000 provided for under clause (ii) above at any date of its choosing, including 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) the Group’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.

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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: Mark Weeks  
Title: Director

**Accepted and Agreed to:**

\_\_\_\_\_  
[NOMINEE]