



WisdomTree Commodity Securities Limited

*(Incorporated and registered in Jersey under the Companies
(Jersey) Law 1991 (as amended) with registered number 90959)
LEI: 21380068Q1JSIAN4FO63*

Prospectus for the issue of

WisdomTree Classic Commodity Securities

and

WisdomTree Longer Dated Commodity Securities

What is this document?

This document (the “**Prospectus**”) is issued in respect of the programme for the issue of WisdomTree Classic Commodity Securities and WisdomTree Longer Dated Commodity Securities (the “**Commodity Securities**”) and Micro Securities (together with the Commodity Securities, the “**Micro and Commodity Securities**”) by WisdomTree Commodity Securities Limited (the “**Issuer**”).

This Prospectus constitutes a base prospectus for the purposes of Article 8 of Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 (as amended) (the “**Prospectus Regulation**”) and has been approved by the Central Bank of Ireland (the “**Central Bank**”), as competent authority under the Prospectus Regulation. The Central Bank only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer or the quality of the Micro and Commodity Securities that are the subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in the Micro and Commodity Securities.

Furthermore, such approval relates only to the Micro and Commodity Securities which are to be admitted to trading on a regulated market for the purpose of the Markets in Financial Instruments Directive 2014/65/EU of the European Parliament and of the Council on the Markets in Financial Instruments, as amended, (“**MiFID II**”) and/or which are to be offered to the public in any Member State of the European Economic Area.

This Prospectus has also been approved as a base prospectus by the Financial Conduct Authority (the “**FCA**”) as competent authority under the UK Prospectus Regulation (as defined below). The FCA only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by UK version of Regulation (EU) No 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC, which is part of UK law by virtue of the European Union (Withdrawal) Act 2018 (the “**UK Prospectus Regulation**”). Such approval should not be considered as an endorsement of the Issuer or the quality of the Micro and Commodity Securities that are the subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in the Micro and Commodity Securities.

Investors should be aware that the Prospectus Regulation Rules and the UK Prospectus Regulation apply where Micro and Commodity Securities are admitted to trading on a regulated market situated or operating within the United Kingdom and/or an offer of Micro and Commodity Securities is made to the public (within the meaning provided for the purposes of the Prospectus Regulation Rules) in the United Kingdom. The Prospectus Regulation applies where Micro and Commodity Securities are admitted to trading on a regulated market for the purpose of MiFID II and/or an offer of Micro and Commodity Securities is made to the public (within the meaning provided for the purposes of the Prospectus Regulation) in one or more Member States of the European Economic Area. Accordingly Investors should be aware that they will only

have the rights afforded by the Prospectus Regulation Rules and the UK Prospectus Regulation if those provisions apply and will only have the rights afforded by the Prospectus Regulation if the Prospectus Regulation applies.

It is important that an investor carefully reads, considers and understands this Prospectus before making any investment in the Micro and Commodity Securities.

This Prospectus is valid for **one year from the date hereof** and may be supplemented or replaced from time to time to reflect any significant new factor, material mistake or material inaccuracy relating to the information included in it. The obligation to supplement a prospectus in the event of significant new factors, material mistakes or material inaccuracies does not apply when a prospectus is no longer valid.

Terms used in this Prospectus have the meanings given to them under the heading "Definitions and Interpretation".

What securities are being issued pursuant to this Prospectus?

This Prospectus relates to the issue of Micro and Commodity Securities which are undated secured limited recourse debt securities of the Issuer. The Micro and Commodity Securities are designed to enable investors to gain exposure to changes in indices which track movements in the price of individual commodity futures contracts or baskets of commodity futures contracts.

An investment in Micro and Commodity Securities involves a significant degree of risk and investors may lose some or all of their investment. It should be remembered that the value of Micro and Commodity Securities can go down as well as up.

Micro and Commodity Securities are complex, structured products involving a significant degree of risk and may not be suitable or appropriate for all types of investor. It is advisable that any person wishing to invest seeks appropriate financial, tax and other advice from an independent financial advisor with appropriate regulatory authorisation and qualifications and an investment in Micro and Commodity Securities is only suitable for persons who understand the economic risk of an investment in Micro and Commodity Securities and are able to bear the risk for an indefinite period of time. A prospective investor should be aware that the value of their entire investment or part of their investment in Micro and Commodity Securities may be lost.

What is in this Prospectus?

This Prospectus is intended to provide a prospective investor with the necessary information relating to the Issuer and the Micro and Commodity Securities required to enable them to make an informed assessment of (i) the assets and liabilities, financial position, profits and losses and prospects of the Issuer; and (ii) the rights attaching to the Micro and Commodity Securities.

The rights attaching to the Micro and Commodity Securities are contained in the Conditions under the heading "The Conditions" in Part 7 (*Trust Instrument and Commodity Securities*) and are completed by the Final Terms specific to a particular issue of Micro and Commodity Securities which will be published and delivered to the Central Bank and the FCA before such Micro and Commodity Securities are issued.

Worked examples of how an investor can determine the value of their investment are set out in Part 2 (How does a Security Holder determine the value of their investment?).

Also set out in this Prospectus are details of the structure of the Programme, the key parties to the Programme, the terms of any material contracts of the Issuer, details of the tax treatment of a holding of Micro and Commodity Securities in certain jurisdictions and details of the risk factors relating to an investment in Micro and Commodity Securities.

The language of this Prospectus is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.

What information is included in the Final Terms?

The Final Terms set out information specific to the Micro and Commodity Securities to which they relate, including the type and number of Micro and Commodity Securities to be issued and the issue price applicable to the Micro and Commodity Securities to be issued.

What other information should a prospective investor consider?

Certain of the information in this Prospectus is incorporated by reference. This means that it is not set out in the document but instead has been made publicly available elsewhere for reference by investors and prospective investors. Prospective investors should ensure that they review the Prospectus (including any information that has been incorporated by reference) and the Final Terms.

A copy of this Prospectus (including any documents incorporated by reference) are available at <https://www.wisdomtree.eu/en-gb/resource-library/prospectus-and-regulatory-reports>. Any Final Terms issued are available at https://etfs.wisdomtree.eu/pricingSup_csl.html.

Programme for the Issue of WisdomTree Commodity Securities

Important Information

A. APPROVALS

A copy of this Prospectus which comprises a base prospectus relating to the Micro Securities, Individual Securities and Index Securities of each type, and any further micro securities, individual securities or index securities that may be created and made available for issue as referred to in paragraph 5 of Part 12 (*Additional Information*), for the purposes of Article 3 of the Prospectus Regulation as in force at the date hereof has been made available to the public in accordance with Article 21 of the Prospectus Regulation. This Prospectus has also been filed with the FCA pursuant to the UK Prospectus Regulation, as amended at the date hereof and has been made available to the public in the United Kingdom for the purpose of the UK Prospectus Regulation. Micro and Commodity Securities will be available to be issued on a continuous basis during the period of 12 months from the date of this Prospectus. A prospective investor should be aware that compensation will not be available under the UK Financial Services Compensation Scheme.

This Prospectus is prepared, and a copy of it has been sent to the Jersey Financial Services Commission, in accordance with the Collective Investment Funds (Certified Funds – Prospectuses) (Jersey) Order 2012.

The Issuer has obtained a certificate under the Collective Investment Funds (Jersey) Law 1988, as amended (the “**CIF Law**”) to enable it to undertake its functions in relation to the Micro and Commodity Securities. The Jersey Financial Services Commission is protected by the CIF Law against liability arising from the discharge of its functions thereunder.

Each of ManJer, R&H Fund Services (Jersey) Limited and the Registrar is registered under the Financial Services (Jersey) Law, 1998, as amended (the “**Financial Services Law**”) to enable it to undertake its functions in relation to the Micro and Commodity Securities. The Jersey Financial Services Commission is protected by the Financial Services Law against liability arising from the discharge of its functions thereunder.

The Jersey Financial Services Commission does not take any responsibility for the financial soundness of the Issuer or for the correctness of any statements made or expressed in this Prospectus.

Micro and Commodity Securities have not been and will not be registered under the United States Securities Act of 1933 as amended (the “**Securities Act**”), or under the securities laws of any states of the United States. Micro and Commodity Securities may not be directly or indirectly offered, sold, taken up, delivered or transferred in or into the United States or to any US person (as defined in Regulation S under the Securities Act) (a “**US Person**”). The Issuer has not registered, and does not intend to register, as an investment company under the United States Investment Company Act of 1940, as amended (the “**Investment Company Act**”). Accordingly, Micro and Commodity Securities may not be offered, sold, pledged or otherwise transferred or delivered within the United States or to, or for the account or benefit, of any US Person. Micro and Commodity Securities offered and sold outside the United States may be offered to persons who are not US Persons in reliance upon Regulation S under the Securities Act. Each of the Authorised Participants has, pursuant to its Authorised Participant Agreement with the Issuer, undertaken not to offer or sell the Micro and Commodity Securities within the United States or to any US Person, nor will it engage in any “directed selling efforts” (as such term is defined by Regulation S under the Securities Act) with respect to the Micro and Commodity Securities.

Prohibited US Persons and Prohibited Benefit Plan Investors who notwithstanding the foregoing acquire Micro and Commodity Securities should note the provisions in the Conditions under the heading “Compulsory Redemption by the Issuer or Trustee” (Condition 9) in Part 7 (*Trust Instrument and Commodity Securities*).

B. LISTING AND TRADING

Application will be made to the Irish Stock Exchange plc trading as Euronext Dublin (“**Euronext Dublin**”) for all Micro and Commodity Securities issued during the period of 12 months from the date of this Prospectus to be admitted to its Official List (the “**Official List**”) and to trading on its regulated market. The admission to trading on Euronext Dublin is technical only and investors should be aware there is no trading facility for the Micro and Commodity Securities there. The Central Bank approval of the Programme relates only to the Micro and Commodity Securities which are to be admitted to trading on the regulated

market of Euronext Dublin or other regulated markets for the purposes of MiFID II or which are to be offered to the public in any Member State of the European Economic Area.

Application has also been made to the FCA for all Micro and Commodity Securities issued within 12 months of the date of this Prospectus to be admitted to the UK Official List, and to the London Stock Exchange for all such Micro and Commodity Securities to be admitted to trading on the Main Market of the London Stock Exchange plc (the “**London Stock Exchange**”). Admission to the UK Official List and to trading on the Main Market of the London Stock Exchange are not offers made under the Prospectus Regulation, or admission to trading on a regulated market for the purposes of the Prospectus Regulation, as it applies in the European Union, but are such offers and admission to trading for the purposes of the UK Prospectus Regulation.

Please note that references to the defined term ‘Listing’ throughout this Prospectus refer to the admission of the Micro and Commodity Securities to the UK Official List and to trading on the London Stock Exchange and do not refer to admission to trading on other exchanges where such securities may be listed.

Certain of the Micro and Commodity Securities have also been admitted to listing on Euronext Amsterdam, on the Regulated Market (General Standard) (*Regulierter Markt [General Standard]*) of the Frankfurt Stock Exchange (*Frankfurter Wertpapierbörse*), on NYSE Euronext Paris SA and on the ETFplus market of Borsa Italiana S.p.A.

C. RESPONSIBILITY AND NO INVESTMENT ADVICE

The Issuer accepts responsibility for the information contained in this Prospectus. To the best of the knowledge of the Issuer, the information contained in this Prospectus is in accordance with the facts and this Prospectus makes no omission likely to affect its import.

Nothing in this Prospectus or anything communicated to holders or potential holders of the Micro and Commodity Securities or other obligations by the Issuer is intended to constitute or should be construed as advice on the merits of the purchase of or subscription for the Micro and Commodity Securities or the exercise of any rights attached thereto for the purposes of the Jersey Financial Services Law 1988.

None of Bloomberg, Solactive, UBS Securities, MLI, Bank of America Corporation (“**BAC**”), CGML or Citigroup Global Markets Holdings Inc. (“**CGMH**”) has separately verified the information contained or incorporated by reference in this Prospectus. No representation, warranty or undertaking, express or implied, is made, and no responsibility or liability is accepted by Bloomberg, Solactive, UBS Securities, MLI, BAC, CGML or CGMH as to the accuracy or completeness of any information contained in this Prospectus or any other information supplied in connection with Micro and Commodity Securities or their distribution. Each person applying for Commodity Securities in accordance with this Prospectus acknowledges that (i) such person has not relied on Bloomberg, Solactive, UBS Securities, MLI, BAC, CGML or CGMH, nor on any person affiliated with any of them in connection with its investment decision or its investigation of the accuracy of the information contained herein; (ii) Micro and Commodity Securities are direct, limited recourse obligations of the Issuer alone and not obligations of Bloomberg, Solactive, UBS Securities or any other member of the UBS Group, MLI or any other member of the BAC Group, or CGML or any other member of the Citigroup Group; and (iii) the obligations of the Issuer to Security Holders under the Micro and Commodity Securities are not guaranteed by Bloomberg, Solactive, UBS Securities or any other member of the UBS Group or, MLI or any other member of the BAC Group or CGML or any other member of the Citigroup Group. None of the Issuer, the Trustee, the Authorised Participants and the Security Holders are, by virtue of any of the activities of Bloomberg, Solactive, any member of the UBS Group or any member of the BAC Group or CGML or any other member of the Citigroup Group in connection with Commodity Contracts, clients or customers of Bloomberg, Solactive, any member of the UBS Group or any member of the BAC Group or any member of the Citigroup Group for the purpose of the FCA Handbook.

The Authorised Participants have not separately verified the information contained or incorporated by reference in this Prospectus. None of the Authorised Participants makes any representation, express or implied, or accepts any responsibility, with respect to the accuracy or completeness of any of the information in this Prospectus or to the suitability of Micro and Commodity Securities for any investor. None of the Authorised Participants undertakes to review the financial condition or affairs of the Issuer during the life of the Programme nor to advise any investor or potential investor in Micro and Commodity Securities of any information coming to the attention of any of the Authorised Participants.

Neither this Prospectus nor any Final Terms constitutes an offer or an invitation to subscribe for or purchase Micro and Commodity Securities or any other securities issued by the Issuer and should not be considered as a recommendation by the Issuer, the Authorised Participants, Bloomberg, Solactive, UBS Securities, MLI, BAC, CGML or CGMH or any of them that any recipient of this Prospectus or any Final Terms should subscribe for or purchase Micro and Commodity Securities. Each person contemplating making an investment in Micro and Commodity Securities must make its own investigation and analysis of the creditworthiness of the Issuer and its own determination of the suitability of any such investment, with particular reference to its own investment objectives and experience and any other factors which may be relevant to it in connection with such investment, and it is advisable that such persons obtain their own independent accounting, tax and legal advice and consult their own professional investment advisers to ascertain the suitability of Micro and Commodity Securities as an investment, and conduct such independent investigation and analysis regarding the risks, security arrangements and cash-flows associated with Micro and Commodity Securities as they deem appropriate, in order to evaluate the merits and risks of an investment in Micro and Commodity Securities. A prospective investor who is in any doubt whatsoever as to the risks involved in investing in Micro and Commodity Securities should consult its independent professional advisers.

D. INVESTORS TO MAKE THEIR OWN ASSESSMENT

Prospective Security Holders should make their own assessment as to the suitability of investing in the Micro and Commodity Securities. Prospective Security Holders may wish to obtain their own independent accounting, tax and legal advice and may wish to consult their own professional investment advisers to ascertain the suitability of Micro and Commodity Securities as an investment. Prospective Security Holders may wish to conduct such independent investigation and analysis regarding the risks, security arrangements, delivery processes and cash-flows associated with Micro and Commodity Securities as they deem appropriate, in order to evaluate the merits and risks of an investment in Micro and Commodity Securities.

E. SUPPLEMENTARY PROSPECTUS

If at any time the Issuer shall be required to prepare a supplementary prospectus pursuant to Article 23 of the Prospectus Regulation and/or Article 23 of the UK Prospectus Regulation, the Issuer will either prepare and make available an appropriate amendment or supplement to this Prospectus which shall constitute a supplementary prospectus as required by Article 23 of the Prospectus Regulation and/or Article 23 of the UK Prospectus Regulation or prepare and make available a further base prospectus in compliance with Article 3 of the Prospectus Regulation and/or Article 3 of the UK Prospectus Regulation.

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This table sets out the contents of this Prospectus together with an outline description of the contents of each section and is intended as a guide to help a prospective investor to navigate their way around this Prospectus.

Each section should be carefully considered by a prospective investor before deciding whether to invest in the Micro and Commodity Securities.

<i>Section of Prospectus</i>		<i>Page</i>	<i>What is covered by this section</i>
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Frequently Asked Questions		33	<i>This section addresses a list of frequently asked questions about the Micro and Commodity Securities.</i>
Types of Commodity Securities		38	<i>This section sets out a list of types of Commodity Securities that the Issuer is making available for issue.</i>
Licences Granted to the Issuer		40	<i>This section provides information on the licences granted to the Issuer by UBS Securities LLC and Bloomberg Finance L.P. and by Solactive AG</i>
Definitions and Interpretation		41	<i>This section sets out the definitions that apply throughout this Prospectus.</i>
Directors, Secretary and Advisers		69	<i>This section sets out the names and business addresses of directors of the Issuer and of the entities which provide services and legal advice to the Issuer.</i>
Documents Incorporated by Reference		71	<i>This section details the documents incorporated into this Prospectus by reference and details where copies of these documents can be found. These documents are part of this Prospectus and should be carefully considered by a potential investor.</i>
Part 1	General	72	<i>This section provides a description of the Micro and Commodity Securities and the role of the different parties in the structure of the offering.</i>
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Part 3	The Bloomberg Commodity Index Family and the Solactive Carbon Indices	89	<i>This section provides an overview of the indices tracked by the Micro and Commodity Securities and information relating to the simulated historical returns of the Micro and Commodity Securities to help investors evaluate the past performance of the Micro and Commodity Securities.</i>

Part 4	Description of Commodity Securities	97	<i>This section provides a description of the Micro and Commodity Securities as well as details of the rights attached to the Micro and Commodity Securities, how the price of each Micro and Commodity Security is calculated and details of how Micro and Commodity Securities can be redeemed.</i>
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Part 6	The Programme	121	<i>This section provides information on where this Prospectus has been passported to allow the public offer of the Micro and Commodity Securities to take place and provides information on the settlement and delivery process on each of the exchanges where Micro and Commodity Securities are admitted to trading.</i>
Part 7	Trust Instrument and Commodity Securities	127	<i>This section gives details of the main constitutive document in respect of the Micro and Commodity Securities – the Trust Instrument – and sets out the details of the approval of the issue of the Micro and Commodity Securities. It includes an extract from the Trust Instrument under the heading “The Conditions” which sets out the terms and conditions which apply to the Micro and Commodity Securities. This extract is drafted in legal language as it is taken directly from the Trust Instrument but information on how the terms and conditions apply to Security Holders is contained throughout this Prospectus, including in Part 4.</i>
Part 8	Particulars of Security Deeds	179	<i>The Security Deeds create security over, and give investors (through the Trustee) rights to, the underlying assets relating to each type of security. This section contains details of the terms of the rights granted by the Security Deeds and when these rights become enforceable.</i>
Part 9	Commodities, Commodity and Futures Markets, and Exchanges	181	<i>This section provides an overview of the commodities, commodity and futures markets, and exchanges to help an investor decide whether an investment in a product which provides exposure to changes in commodity futures indices is appropriate for them.</i>
Part 10	Particulars of the Commodity Contract Counterparties	190	<i>This section contains details relating to Merrill Lynch International (“MLI”), and Citigroup Global Markets Limited (“CGML”), with each of whom the Issuer has entered into an agreement to purchase Commodity Contracts and who has entered into a facility agreement with the Issuer as well as details relating to Bank of America Corporation, which guarantees MLI’s payments under the MLI Facility Agreement and Citigroup Global Markets Holdings Inc., which guarantees CGML’s payments under the CGML Facility Agreement.</i>

Part 11	Taxation	192	<i>This section sets out the tax treatment of holding Micro and Commodity Securities in the UK, Ireland and Jersey.</i>
Part 12	Additional Information	199	<i>This section sets out further information on the Issuer which the Issuer believes a potential investor will want to be aware of or which the Issuer is required to include under applicable rules. This section also includes details of the material contracts relating to the Micro and Commodity Securities, other than the Trust Instrument, which is covered in Part 7, the Security Deeds, which are covered in Part 8, and the Facility Agreements, Commodity Contracts, Security Agreements, Control Agreements and Guarantees, which are covered in Part 5.</i>
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Annex 2	Form of Final Terms – Public Offers	226	<i>This section sets out the form of Final Terms which the Issuer will publish if it issues any Micro or Commodity Securities pursuant to a public offer. This details the type and number of Micro or Commodity Securities and other relevant information applicable to the issue and when completed will also include an issue specific summary which is taken from the summary included in this Prospectus and adjusted to be relevant only to the Micro or Commodity Securities issued under the Final Terms. Each time that Micro or Commodity Securities are issued by the Issuer, a Final Terms document is prepared by the Issuer and submitted to the Central Bank and notified to the competent authority in each European jurisdiction into which the product is passported. The Final Terms document is also submitted to the FCA. Completed Final Terms documents are available on the website of the Issuer at https://etfs.wisdomtree.eu/pricingSup_csl.html.</i>

OVERVIEW OF THE PROGRAMME

The following overview of the Programme and the Micro and Commodity Securities does not purport to be complete and is taken from and is subject to and qualified in its entirety by the detailed information contained elsewhere in this Prospectus.

This overview constitutes a general description of the Programme (a) for the purposes of Article 25(1) of Commission Delegated Regulation (EU) No 2019/980 and (b) for the purposes of the UK version of Article 25(1) of Commission Delegated Regulation (EU) No 2019/980 which is part of UK law by virtue of the European Union (Withdrawal) Act 2018.

Words and expressions used in this overview and not defined in this overview bear the meanings given under the heading “Definitions and Interpretation”.

Issuer:	WisdomTree Commodity Securities Limited.
Issuer Legal Entity Identifier (LEI):	21380068Q1JSIAN4FO63.
Risk Factors:	There are certain factors that may affect the Issuer's ability to fulfil its obligations under the Micro and Commodity Securities. In addition, there are certain factors which are material for the purpose of assessing the market and other risks associated with the Micro and Commodity Securities. See “Risk Factors”.
Description:	Programme for the issue of WisdomTree Classic Commodity Securities and WisdomTree Longer Dated Commodity Securities (the “Micro and Commodity Securities”) by the Issuer.
Base Prospectus:	<p>This Prospectus constitutes a base prospectus for the purposes of Article 8 of the Prospectus Regulation and has been approved by the Central Bank as competent authority under the Prospectus Regulation. The Central Bank only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer or the quality of the Micro and Commodity Securities that are the subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in the Micro and Commodity Securities.</p> <p>This Prospectus has also been approved as a base prospectus by the FCA as competent authority under the UK Prospectus Regulation. The FCA only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the UK Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer or the quality of the Micro and Commodity Securities that are the subject of this base prospectus. Investors should make their own assessment as to the suitability of investing in the Micro and Commodity Securities.</p>

Commodity Securities.....	<p>The Issuer has created and is currently making available for issue 80 different types of Commodity Securities, of two different kinds:</p> <ul style="list-style-type: none"> • Individual Commodity Securities, which (before fees and adjustments and in the absence of Market Disruption Events) track the price of a single commodity; and • Index Securities, which (before fees and adjustments and in the absence of Market Disruption Events) track the price of a group of commodities. <p>These comprise 52 different classes of Individual Securities (representing 29 different commodities (including European Union Allowances and California carbon allowances) and two different maturities) and 28 different categories of Index Securities (representing 18 different combinations of commodities and two different maturities).</p> <p>Micro and Commodity Securities are secured, undated limited recourse debt securities issued by WisdomTree Commodity Securities Limited, a Jersey special purpose company established for the purpose of issuing asset backed securities.</p>
Trust Instrument:	The Micro and Commodity Securities are constituted by a Trust Instrument dated 21 September 2006 (as amended, supplemented or restated from time to time) between the Issuer and the Trustee, and as secured by the Security Deeds.
Maturity:	The Micro and Commodity Securities do not have a fixed term.
Interest:	The Micro and Commodity Securities do not bear interest.
Issue Price:	Micro and Commodity Securities will be issued at the Price. See Condition 5 under the heading "The Conditions" in Part 7 (<i>Trust Instrument and Commodity Securities</i>). The Price of all Micro and Commodity Securities is based on Individual Commodity Indices.
Form of Micro and Commodity Securities:	The Micro and Commodity Securities are in registered form and are individually transferable. Micro and Commodity Securities may be held and transferred in Uncertificated Form by means of CREST in accordance with the Companies (Uncertificated Securities) (Jersey) Order 1999.
Redemption:	<p>An Authorised Participant has the right, at any time, to require the redemption of all or any of its Micro and Commodity Securities (in accordance with the Conditions).</p> <p>Investors other than Authorised Participants can buy and sell Micro and Commodity Securities on the</p>

secondary market or in private transactions (or, in certain circumstances, request a direct redemption from the Issuer (in accordance with the Conditions)).

Obligations of the Issuer:

The Micro and Commodity Securities are obligations solely of the Issuer. The obligations of the Issuer to Security Holders under the Micro and Commodity Securities are not guaranteed by MLI or any other member of the BAC Group or by CGML or any other member of the Citigroup Group or by Bloomberg or by UBS Securities or any other member of the UBS Group or by Solactive or by any other person.

Registrar:

Computershare Investor Services (Jersey) Limited.

Programme Size:

The Programme is unlimited in amount.

It is intended that the Commodity Securities of each type will be subject to a continual issue and redemption mechanism, under which additional Commodity Securities of such type may be issued, and under which Micro and Commodity Securities may be redeemed by Authorised Participants.

Distribution:

The Commodity Securities are being made available by the Issuer for subscription only to Authorised Participants. Only Authorised Participants may apply for Commodity Securities and/or redeem Micro and Commodity Securities (except that a Security Holder who is not an Authorised Participant may request redemption of Micro and Commodity Securities which it holds in the event that on any given Trading Day there are no Authorised Participants, or as may be announced by the Issuer from time to time in accordance with the conditions and such Security Holder submits a valid Redemption Form on such day).

Certain Restrictions:

Save for (a) the approval of this Prospectus by the Central Bank and notification of such approval to other EEA Member States in accordance with the Prospectus Regulation for the purposes of making a public offer of the Micro and Commodity Securities in such Member States or for the purposes of admission to trading of the Micro and Commodity Securities on a regulated market in such Member States, and (b) the approval of this Prospectus by the FCA in accordance with the UK Prospectus Regulation, no action has been or will be taken by the Issuer that would permit a public offering of any Micro or Commodity Securities or possession or distribution of any offering material in relation to any Micro or Commodity Securities in any jurisdiction where action for that purpose is required. See further paragraph 10 of Part 12 (*Additional Information*).

Listing and admission to trading:

Application will be made to Euronext Dublin for all Micro and Commodity Securities issued during the period of 12 months from the date of this Prospectus to be admitted to its Official List and to trading on its regulated market. The admission to trading on

Euronext Dublin is technical only and investors should be aware there is no trading facility for the Micro or Commodity Securities there. The Central Bank approval of the Programme relates only to the Micro and Commodity Securities which are to be admitted to trading on the regulated market of Euronext Dublin or other regulated markets for the purposes of MiFID II or which are to be offered to the public in any Member State of the European Economic Area.

Application has also been made to the FCA for all Micro and Commodity Securities issued within 12 months of the date of this Prospectus to be admitted to the UK Official List, and to the London Stock Exchange for all types of Micro and Commodity Securities to be admitted to trading on the Main Market of the London Stock Exchange. Admission to the UK Official List and to trading on the Main Market of the London Stock Exchange are not offers made under the Prospectus Regulation, or admission to trading on a regulated market for the purposes of the Prospectus Regulation, as it applies in the European Union, but are such offers and admission to trading for the purposes of the UK Prospectus Regulation.

Certain types of Commodity Securities have been admitted to trading on the Regulated Market (General Standard) (*Regulierter Markt [General Standard]*) of the Frankfurt Stock Exchange (*Frankfurter Wertpapierbörse*) the ETF plus market of Borsa Italiana S.p.A and/or NYSE Euronext Amsterdam. See “Listing” in Part 6 (*The Programme*).

Governing Law:

The Conditions, the Micro and Commodity Securities and the Trust Instrument are governed by the laws of Jersey. The Security Deeds are governed by the laws of England.

Clearing systems:

The Issuer is a participating issuer in, and the Micro and Commodity Securities are participating securities in, CREST. For details of settlement systems applicable to the Regulated Market (General Standard) (*Regulierter Markt [General Standard]*) of the Frankfurt Stock Exchange (*Frankfurter Wertpapierbörse*) the ETF plus market of Borsa Italiana S.p.A and/or NYSE Euronext Amsterdam, see “Settlement” in Part 6 (*The Programme*).

RISK FACTORS

An investment in Micro and Classic Commodity Securities involves a significant degree of risk.

The Issuer believes that the factors relating to the Issuer, its industry and the Micro and Commodity Securities set out below represent the principal risks inherent in investing in Micro and Commodity Securities. All of these risk factors are risks which may or may not occur.

A Security Holder may lose the value of their entire investment or part of their investment in Micro and Commodity Securities.

A Security Holder may also lose the value of their entire investment or part of their investment in Micro and Commodity Securities for other reasons which may not be considered significant risks by the Issuer based on information currently available to it or which it may not currently be able to anticipate.

Prospective investors should also read the detailed information set out elsewhere in this Prospectus and reach their own views prior to making any investment decision.

Commodity Security Risk Factors

Commodity Prices

The value of Micro and Commodity Securities will be affected by movements in commodity prices generally and by the way in which those prices and other factors affect the prices of the Designated Contracts as explained in “Commodity Risk Factors – Roll-Yield” below (and hence of the Individual Commodity Indices).

Commodity prices generally may fluctuate widely and may be affected by numerous factors, including:

- global or regional political, economic or financial events and situations, particularly war, terrorism, expropriation and other activities which might lead to disruptions to supply from countries that are major commodity producers;
- investment trading, hedging or other activities conducted by large trading houses, producers, users, hedge funds, commodities funds, governments or other speculators which could impact global supply or demand;
- the weather, which can affect short-term demand or supply for some commodities;
- the future rates of economic activity and inflation, particularly in countries which are major consumers of commodities;
- major discoveries of sources of commodities; and
- disruptions to the infrastructure or means by which commodities are produced, distributed and stored, which are capable of causing substantial price movements in a short period of time.

Prices of the Designated Month Contracts may fluctuate widely and may even become negative. Prices may be affected by:

- commodity prices generally;
- trading activities on the Relevant Exchange, which might be impacted by the liquidity in the futures contracts; and
- trading activity specific to particular futures contract(s) and maturities.

Prices of carbon emissions

Carbon emissions prices fluctuate widely and may be affected by numerous factors, including:

- supply and demand of carbon emissions allowances. Supply is set by the availability of European Union Allowances (“EUAs”), as dictated by their national allocation plans (“NAPs”) and other project based credits that may be used within the EU Emissions Trading Scheme (“EU ETS”) or other allocation plans. Factors affecting demand (via the level of greenhouse gas emissions) include the efficiency of energy usage, economic growth, relative commodity prices and seasonal weather patterns;

- the inclusion of new industries in the EU ETS or other relevant carbon allowance programmes will also affect the supply-demand balance and the price of EUAs or the relevant carbon allowances. For example, the inclusion of the aviation sector increased demand for EUAs from producers and expanded the available pool of EUAs under NAPs or the relevant national allocation plans.
- global or regional political, economic or financial events and situations, which might lead to disruptions in demand and supply. Such events could also cause trading on the relevant exchanges to be disrupted, which may prevent related securities from operating normally for such period;
- investors' expectations with respect to the future rates of economic activity and inflation;
- global and local demand for carbon emissions allowances, which can be influenced by factors such as economic activity in countries that are significant producers of carbon emissions; and
- investment and trading activities of hedge funds, commodity funds and other speculators and the investment, trading and hedging activities of carbon emissions producers and suppliers.

The Phase I EUA Emissions Futures price dropped in May 2006 after European Commission data confirmed an oversupply of emission limits in 2005. Official European Commission data showed that European Union companies emitted 44 million tonnes of carbon dioxide below the limits imposed in 2005 under the EU Emissions Trading Scheme. Market speculation surrounding the possibility of continuing oversupply of EUAs in 2006 and 2007 also contributed to the May 2006 price drop. Had Carbon Securities existed during Phase I of the EUA Emissions Futures market, then the price of a Carbon Security would have lost virtually all of its value. In June 2011, the approval for the European Investment Bank to release 300 million new permits, combined with escalating Eurozone debt concerns, saw December 2011 EUA prices drop by 20 per cent. Between 2011 and 2017, the weakness of demand for carbon emissions following the financial crisis in 2008 had weighed on the EUA emissions price. In December 2013 the EUA Emissions Futures price reached an historical low at around EUR3/tonne in April 2013. Between December 2017 and December 2020, the price of carbon emissions futures has more than tripled. In the past two years (March to March 2019), the price of carbon emissions futures has risen 325%. The sharp price increases in carbon emissions futures prices reflect the concerted effort to tighten the supply of permits in Phase 3. The supply of emissions permits is expected to tighten even further in Phase 4 (2021-2030) as the goal to reduce emissions by 40% by 2030 is needed to be consistent with the commitments under the Paris Agreements. Such tightening of the supply of emissions permits might cause market speculation and hence increased volatility and large decreases in the price of Carbon Securities.

Such price movements could result in a Security Holder redeeming their Micro and Commodity Securities at a Price that is less than the Price at which such Micro and Commodity Securities were issued, and could result in a total or partial loss.

Day to day positive or negative movements in local and international financial markets and factors that affect the investment climate and investor sentiment could all affect the level of trading in commodities and, therefore, the market price of Micro and Commodity Securities. Such movements may have different effects on each of the Micro or Commodity Securities and could lead to a fall in the market price of Micro and Commodity Securities which would result in an investor in those securities incurring losses. Investors should note that general movements in markets and factors that affect the investor climate and investor sentiment may have different effects on each of the Classic Micro and Commodity Securities and the Longer Dated Micro and Commodity Securities. Investors should be aware that any and all Micro and Commodity Securities can go down in price as well as up but an investor cannot lose more than their initial investment.

California Carbon Allowances futures are less liquid than EUA futures in terms of average trading volume and open interests in the underlying futures contracts. WisdomTree California Carbon has a lower daily creation limit and Redemption Limit. As a result, investors may be exposed to increased liquidity risk as explained under "*Tracking Error and Liquidity Risk*" below; this may result in a Security Holder being unable to Redeem some or all of WisdomTree California Carbon Securities at the time they wish to do so. This potential delay could result in a Security Holder suffering a partial or total loss.

Russian Sanctions

On 24 February 2022 the ongoing conflict between Russia and Ukraine escalated to the extent that the United Kingdom, United States and European Union began imposing sanctions on Russia. While it is difficult to predict how such sanctions and the conflict between Russia and Ukraine will affect the prices of commodities and hence the prices of the Micro and Commodity Securities, there may be increased volatility and unpredictability of prices of futures contracts, which may lead to investors suffering unexpected losses, and there may be a greater risk of trading on underlying futures markets being suspended or halted, and/or limit-up and/or limit-down regulations being introduced or varied, which may mean that holders of the Micro and Commodity Securities are unable to Redeem their securities when desired, as detailed below. These effects may be significant and long- term in nature, and could result in a total or partial loss for existing Security Holders.

For example, following what the LME referred to as “further unprecedented overnight increases in the 3 month nickel price”, on 8 March 2022 the LME suspended trading in nickel futures contracts and cancelled all trades effected on that day prior to the suspension coming into effect. The LME then on 16 March 2022 introduced limit-up and limit-down regulations under which trading would be halted if prices changed by 5 per cent. (in the case of Nickel) or 15 per cent. (in the case of other metals). The limit for Nickel was changed in stages until it reached 15 per cent. on 21 March 2022. From 8 March 2022 to 22 March 2022 there were ten consecutive Trading Days which were Market Disruption Days on which consequently issues and redemptions of Nickel-related Short and Leveraged Commodity Securities could not be completed.

In October 2022, the LME released a discussion paper on the possibility of banning aluminium, nickel, or copper sourced from Russia from being traded or stored within the LME system. On 11 November 2022 the LME confirmed that it decided not to ban or otherwise change how it deals with Russian metals. If the LME were to introduce such a ban, it could reduce the physical supply of these commodities and, therefore, affect prices. Markets may also react creating volatility in prices and Security Holders may be adversely affected as this could result in a total or partial loss for Security Holders.

Halting Applications

In certain circumstances for example, in the event of volatility in the relevant commodity markets the Issuer and/or Authorised Participants and/or Commodity Contract Counterparties may seek to take action to limit or restrict the ability of Authorised Participants to apply for new Commodity Securities or to Redeem Micro or Commodity Securities. For example, the Issuer will decline Applications if it cannot for any reason create corresponding Commodity Contracts under a Facility Agreement and there may be situations where the Authorised Participants may not be able to quote an offer price for new Commodity Securities.

The market price of Commodity Securities is a function of supply and demand amongst investors wishing to buy and sell Commodity Securities and the bid-offer spread that the market makers are willing to quote. Any actions to limit or restrict the ability of the Authorised Participants to apply for new Commodity Securities directly impacts the supply of those affected Commodity Securities and therefore may impact the market price. For example, market makers may quote a wider bid-offer spread on a restricted Security, increasing the price for an investor buying a security and decreasing the price for an investor selling the security. The Issuer will inform the Holders of the relevant Commodity Securities of any such actions by RIS announcement.

Only Authorised Participants May Apply for or Redeem Commodity Securities or Redeem Micro Securities

Generally only Authorised Participants may deal with the Issuer in applying for or redeeming Commodity Securities or redeeming Micro Securities, save in relation to redemptions where at any time there are no Authorised Participants or in other circumstances announced by the Issuer. The Issuer has agreed to use reasonable endeavours to ensure that at all times there are at least two Authorised Participants. There can, however, be no assurance that there will at all times be an Authorised Participant to deal with the Issuer in applying for or redeeming Commodity Securities or redeeming Micro Securities.

Under the Facility Agreements each Commodity Contract Counterparty has the right to give notice (with immediate or delayed effect) that an Authorised Person has ceased to be acceptable to it in certain circumstances, including if the Commodity Contract Counterparty deems such person to be unacceptable to it as an Authorised Person for credit, compliance, general business policy or reputational reasons. As a result of any exercises of such right there could at any time be no Authorised Participants, with the result

that no Commodity Securities could be created. In such event it may also be difficult or impossible to sell Micro or Commodity Securities on the London Stock Exchange at a price close to the Price therefor or within a reasonable time period, although Security Holders will be entitled to redeem their Micro or Commodity Securities.

If there are no Authorised Participants actively applying for and redeeming Micro and Commodity Securities, stock exchange liquidity in the Micro and Commodity Securities and the market price available to selling Security Holders are likely adversely to be affected.

Currency

The Price of Micro and Commodity Securities will be calculated in the Relevant Currency being US Dollars in the cases of Dollar Classic Securities and Dollar Longer Dated Securities and Euros in the case of Euro Commodity Securities. To the extent that a Security Holder values Micro and Commodity Securities in another currency, that value will be affected by changes in the exchange rate between the Relevant Currency and that other currency.

Tracking Error and Liquidity Risk

At any time, the price at which Micro and Commodity Securities trade on the London Stock Exchange (or any other exchange or market on which they may be quoted or traded) may not reflect accurately the Price of the relevant Micro and Commodity Securities. The application and redemption procedures for Commodity Securities and the role of certain Authorised Participants as securities dealers offering buying and selling prices on stock exchanges (market-makers) are intended to minimise this potential difference or "tracking error". However, the market price of Micro and Commodity Securities will be a function of supply and demand amongst investors wishing to buy and sell Micro and Commodity Securities and the difference (spread) between the buying (bid) prices and the selling (offer) prices that market-makers are willing to quote for Micro and Commodity Securities.

The Issuer's ability to issue new Micro and Commodity Securities is subject to its ability to hedge its exposure under new Micro and Commodity Securities with corresponding Commodity Contracts. Although MLI and CGML have each agreed to supply Commodity Contracts with a value (including Commodity Contracts in relation to the separate programme for Short and Leveraged Commodity Securities of the Issuer) of up to US\$7.0 billion (US\$7,000,000,000), if demand for Commodity Securities exceeds this amount and the Issuer is not able to create more Commodity Contracts, or if the demand for issue of Commodity Securities exceeds the daily restrictions, then Commodity Securities may trade at a premium to their underlying value (the Price). In cases where the demand for the issuance of new, or the redemption of existing, Micro and Commodity Securities exceeds the daily restrictions, then the Commodity Contract Counterparties may not accept orders or only accept orders at Agreed Pricing. This situation may result in existing or potential Security Holders of the Micro and Commodity Securities not being able to redeem or purchase Micro and Commodity Securities at the time and Price at which they wish to do so. This could adversely affect potential or existing Security Holders and result in a total or partial loss for existing Security Holders. The Issuer notes that WisdomTree California Carbon has a lower daily creation limit and Redemption Limit than other Commodity Securities and therefore may lead to the Commodity Contract Counterparties not accepting orders or only accepting orders at Agreed Pricing more frequently for WisdomTree California Carbon, impacting the liquidity of WisdomTree California Carbon. This may result in a Security Holder being unable to Redeem some or all of WisdomTree California Carbon Securities at the time they wish to do so. This potential delay could result in a Security Holder suffering a partial or total loss.

Investors who pay a premium risk losing the premium if demand for Commodity Securities abates or the Issuer is able to source more Commodity Contracts. Commodity Securities could trade at a discount to the Price if the Issuer has received redemption requests in excess of the Redemption Limit (which is a daily limit). Additionally, if the Commodity Securities are trading at a premium or a discount it is likely that the bid-ask spread in respect of those Commodity Securities will be greater than normal and therefore the cost of purchasing and selling the Commodity Securities may be greater.

It is not anticipated that any active secondary market will develop in any of the Micro Securities.

Carbon Emission Allowances Risk.

There is no assurance that a programme of carbon emissions allowances will continue to exist. Programmes of carbon emissions allowances are designed to attempt to reduce greenhouse gas emissions or to achieve other climate change objectives, but the approach may not prove to be effective or other technologies may occur that reduce the need for such a programme. Programme of carbon emissions allowances may therefore be terminated or may not be renewed upon their expiration. If a carbon emissions allowance programme is closed down, it may lead to the relevant Individual Commodity Index also closing which may lead to the early redemption. Early Redemption could also lead to a Security Holder incurring a tax charge that it would otherwise not be subject to and/or if the redemption takes place at a time when the cash value of the Micro and Commodity Securities redeemed is lower than when they were purchased by the Security Holder, the Security Holder could suffer a total or partial loss.

Early Redemption of Micro and Commodity Securities

The Issuer may, at any time, upon not less than 30 days' notice (or seven days' notice in the event that the Facility Agreement is terminated or two days' notice in the event of a fall in Price relative to the Principal Amount) by RIS announcement to the Security Holders, redeem all Individual Securities or Micro Securities of a particular class or all Index Securities of a particular category. The Trustee may, at any time, in certain circumstances including where an insolvency event in relation to the Issuer (including but not limited to the insolvency, liquidation or dissolution of the Issuer or the appointment of a receiver or liquidator in relation to it or substantially the whole of its assets) or certain types of default or breach event relating to a Commodity Contract Counterparty has occurred and is continuing, upon 20 business days' (or two business days' in the event of an insolvency event in relation to the Issuer) notice to the Issuer, nominate a business day to be a date for the compulsory redemption of all affected Micro and Commodity Securities.

An Index Administrator may cease to publish an Individual Commodity Index. If so, all Micro Securities and Individual Securities of the class relating to that Individual Commodity Index will be redeemed.

The Conditions provide that the amount payable upon a Redemption of a Micro Security of a particular class under Settlement Pricing will be the higher of the Principal Amount for that class and the Price of such Micro Security on the applicable Pricing Day. As each type of Micro and Commodity Security is a limited recourse security as described in Condition 3.2, it is in the interests of the Security Holders of each type to ensure that the Price for each relevant class of Micro Securities does not fall below its Principal Amount. The Issuer will aim to avoid the Price of a class of Micro Security falling below its Principal Amount by the following measures: the Issuer may (i) where necessary, seek the sanction of Security Holders by Extraordinary Resolution to reduce the Principal Amount of a class of Micro Security (and of Commodity Securities to the extent they comprise Micro Securities of that class) to a level less than its Price; and/or (ii) if on any Pricing Day the Price of any class of Micro Security falls to 2.5 times the Principal Amount of such Micro Security or below, the Issuer may, at any time for so long as the Price remains below such amount and during the period 60 days thereafter, upon not less than two days' notice by RIS announcement, elect to redeem the Micro Securities of that class (and all types of Commodity Securities which are comprised, in whole or in part, of Micro Securities of that class). The right pursuant to (ii) above will cease once an Extraordinary Resolution is passed to reduce the Principal Amount such that the Price is more than 2.5 times the Principal Amount, subject to any further fall in the Price of any class of Micro Securities to 2.5 times the Principal Amount or below.

Under the Facility Agreements, each Commodity Contract Counterparty has the right to terminate some or all of the Commodity Contracts of a particular class if for any reason it is unable to maintain the hedging positions which (acting reasonably) it attributes to the hedging of its obligations in connection with the Facility Agreement or Commodity Contracts of one or more classes. In such a case, the Issuer has, and will exercise, the right to redeem some or all of the Micro Securities and Individual Securities of that class. In some cases this may require the Issuer to redeem Index Securities if Micro Securities of that class are comprised therein.

The Issuer may, at any time by not less than seven nor more than 14 trading days' written notice, redeem any Micro and Commodity Securities held by Prohibited US Persons or Prohibited Benefit Plan Investors, held by Security Holders who have not provided appropriate certifications as to their status in accordance with the Conditions or in certain other circumstances specified in the Conditions.

MLI and CGML have each only agreed to provide Commodity Contracts to the Issuer for ten years from 24 October 2017 (although each Commodity Contract Counterparty may terminate its Facility Agreement on three months' notice). If the relevant Commodity Contract Counterparty does not agree to provide Commodity Contracts beyond such date or if either or both Commodity Contract Counterparties chooses to terminate its Facility Agreement earlier, then the Commodity Contracts with it will expire and unless they are replaced by Commodity Contracts with another Commodity Contract Counterparty the Issuer will elect to redeem some or all of the outstanding Micro and Commodity Securities.

Consequently, an investment in Micro and Commodity Securities may be redeemed earlier than desired by a Security Holder and at short notice. In these circumstances, the Security Holder may suffer a loss if the cash value of the Micro and Commodity Securities is lower than it would otherwise have been if the investment had been redeemed on a day chosen by the Security Holder rather than on the date of the early redemption. Early redemption could also lead to a Security Holder incurring a tax charge that it would otherwise not be subject to and/or if the redemption takes place at a time when the cash value of the Micro and Commodity Securities redeemed is lower than when they were purchased by the Security Holder, the Security Holder could suffer a partial or total loss.

Coronavirus disease (COVID-19)

On 11 March 2020, the Director-General of the World Health Organisation ("**WHO**") announced that the WHO had assessed the worldwide outbreak of coronavirus disease COVID-19 and its subsequent mutations ("**COVID-19**") as a pandemic. National governments and supranational organisations in multiple states took steps designed to protect their populations from COVID-19, including requiring or encouraging home working, the cancellation of sporting, cultural and other events and restricting or discouraging gatherings of people and business operations.

Since 11 March 2020, COVID 19 has had a substantial impact on the price of the underlying commodities and consequently the corresponding Commodity Securities. The most notable example is WTI Crude Oil; the WTI active contract was trading around \$55 per barrel, with a peak of \$58.68 on 6 January 2020, to a low of \$25.86 on 21 April 2020. In addition, the WTI contract for delivery in May 2020 moved to negative territory for the first time in history. Currently, the WTI Crude Oil active contract is trading around \$76.68 (as at 10 March 2023), having recovered from the lack of demand seen in the peak of the pandemic. Precious metals have also been greatly affected by the COVID-19 pandemic and especially from the loose monetary policy that followed. Spot Gold, Silver, Platinum and Palladium have risen by 45.08%, 30.12%, 21.40%, 9.63% respectively since the beginning of 2019 (prices as at 10 March 2023). Effects such as those seen during the peak of the pandemic in Spring 2020 may also affect the ability of the Commodity Contract Counterparties to create new Commodity Contracts or their ability to hedge them effectively, and may affect the Price of each type of the Commodity Securities; such effects may be significant, may be long term in nature and may lead to investors suffering unexpected losses.

Additional Risk Factor relating to the WTI Crude Oil A Micro Securities, the WisdomTree WTI Crude Oil Individual Securities, the Carbon Securities, and the California Carbon Securities

Early Termination following large same-day movements causing the price of the Commodity Contracts to fall to zero

If the Calculation Agent notifies the Issuer that the Intra-day Price of Commodity Contracts of the same class as the WTI Crude Oil A Micro Securities has fallen to or below zero at any time during any Trading Day and that such Commodity Contracts have been terminated, then a number of the WTI Crude Oil A Micro Securities equivalent to the terminated Commodity Contracts and a number of WisdomTree Crude Oil Individual Securities of which such WTI Crude Oil A Micro Securities are comprised will automatically be subject to a Compulsory Redemption on that day on the basis that the Price of such WTI Crude Oil A Micro Securities and WisdomTree Crude Oil Individual Securities shall be zero. Security Holders in that situation will not receive any proceeds of such Redemption even if the Price of the WTI Crude Oil A Micro Securities or WisdomTree Crude Oil Individual Securities subsequently increases.

If the Calculation Agent notifies the Issuer that the Intra-day Price of Commodity Contracts of the same class as the Carbon Micro Securities or the California Carbon Micro Securities has fallen to or below zero at any

time during any Trading Day and that such Commodity Contracts have been terminated, then a number of the Carbon Micro Securities or California Carbon Micro Securities equivalent to the terminated Commodity Contracts and a number of WisdomTree Carbon Individual Securities of which such Carbon Micro Securities or WisdomTree California Carbon Individual Securities of which such California Carbon Micro Securities (as the case may be) are comprised will automatically be subject to a Compulsory Redemption on that day on the basis that the Price of such Carbon Micro Securities and WisdomTree Carbon Individual Securities or California Carbon Micro Securities and WisdomTree California Carbon Individual Securities (as the case may be) shall be zero. Security Holders in that situation will not receive any proceeds of such Redemption even if the Price of the Carbon Micro Securities (or WisdomTree Carbon Individual Securities) or the Price of the California Carbon Micro Securities (or WisdomTree California Carbon Individual Securities) (as the case may be) subsequently increases.

Commodity Risk Factors

Roll-Yield

Each Individual Commodity Index is priced off a Designated Contract (a futures contract of specific maturity) (or, in the case of the Multi-Tenor Index, three Designated Contracts) which, as it nears expiry, needs to be replaced with a later dated contract in a process known as “rolling”. As the exchange-traded futures contracts that comprise the Individual Commodity Index approach expiration, they are sold prior to their expiry date and similar contracts that have a later expiry date are purchased. Thus, for example, a futures contract purchased and held in August may specify an October expiration.

Any difference between the price for the nearer delivery month contract and the price for the distant month contract is known as a ‘roll yield’ and this can be either a positive amount or a negative amount. If the market for these contracts is (putting aside other considerations) in “backwardation”, which means that the prices are lower in the distant delivery months than in the nearer delivery months, the sale of the October contract would take place at a price that is higher than the price of the November contract, thereby creating a positive “roll yield”. While some of the commodity contracts have historically exhibited consistent periods of backwardation, backwardation may not exist at all times.

Moreover, certain of the commodities contracts, such as gold, have historically traded in “contango” markets. Contango markets are those in which the prices of contracts are higher in the distant delivery months than in the nearer delivery months. In such a market, the sale of the October contract would take place at a price that is lower than the price of the November contract, thereby creating a negative “roll yield”.

The existence of contango in a particular commodity market could result in negative “roll yields”, which could adversely affect the value of the Individual Commodity Indices and, accordingly, decrease the value of the Micro and Commodity Securities.

In addition, because the Lead Futures and Next Futures in the Bloomberg Commodity IndexSM are different to those used in the Bloomberg Commodity Index 3 Month ForwardSM, this may result in backwardation and/or contango affecting the two indices differently if the relevant parts of the futures curve show differing amounts of backwardation or contango.

However, the existence of contango (or backwardation) in a particular commodity market does not automatically result in negative (or positive) “roll yields”. The actual realisation of a potential roll yield will be dependent upon the shape of the futures curve. The term ‘futures curve’ refers to the relationship between the price of futures contracts over different futures contract maturity dates when plotted in a graph. If the relevant part of the commodity futures curve is in backwardation — a downward sloping futures curve — then, all other factors being equal, the relevant index will tend to rise over time as lower futures prices converge to higher spot prices. The opposite effect would occur for contango.

Longer Dated Securities

The Longer Dated Securities are designed to track the Bloomberg Commodity Index 3 Month ForwardSM or one of its sub-indices and not the Bloomberg Commodity IndexSM or one of its sub-indices. The Bloomberg Commodity Index 3 Month ForwardSM is determined as of a certain date by reference to futures contracts for the same commodities as the Bloomberg Commodity IndexSM but for the Bloomberg Commodity Index

3 Month ForwardSM, the contracts that would be the Lead Future and Next Future for the Bloomberg Commodity IndexSM in three calendar months are instead the Lead Future and Next Future in the current calendar month for the Bloomberg Commodity Index 3 Month ForwardSM. This may result in different sensitivities to changes in the commodity price and/or any backwardation or contango affecting the two indices. The difference in the expiry dates of the futures contracts which comprise the Bloomberg Commodity Index 3 Month ForwardSM may result in the Bloomberg Commodity Index 3 Month ForwardSM having significantly better or worse performance and greater or lesser volatility than that for the Bloomberg Commodity IndexSM. Consequently, any return a Security Holder receives from an investment in the Longer Dated Securities may be lesser or greater than that they would have received if the securities were linked to the Bloomberg Commodity IndexSM.

Change of Longer Dated Index

The Facility Agreements allow for a change in the Bloomberg (BCOM) Commodity Index used to price all of the Longer Dated Securities. The Commodity Contract Counterparties and the Issuer may agree to use a different forward commodity index calculated and published by Bloomberg or UBS AG (or any of its Affiliates) in accordance with the Handbook provided that Security Holders are given a minimum of 30 days' notice of the intended change. There can be no assurance that any replacement commodity index will provide the same investment return as the Bloomberg (BCOM) Commodity Index it replaces and this may adversely affect the return to Security Holders.

WTI Crude Oil A Micro Securities and WisdomTree WTI Crude Oil Individual Securities

The WTI Crude Oil A Micro Securities and the WisdomTree WTI Crude Oil Individual Securities are designed to track the Bloomberg WTI Crude Oil Multi-Tenor Excess Return Index (the Multi-Tenor Index), the methodology for which differs from that of the Bloomberg WTI Crude Oil Sub-IndexSM and its sub-indices. These differences may result in the Multi-Tenor Index having significantly better or worse performance and greater or lesser volatility than that for the Bloomberg WTI Crude Oil Sub-IndexSM. Consequently, any return a Security Holder receives from an investment in the WTI Crude Oil A Micro Securities or the WisdomTree WTI Crude Oil Individual Securities may be lesser or greater than that they would have received if the securities were linked to the Bloomberg WTI Crude Oil Sub-IndexSM.

Change of Individual Commodity Index for the WTI Crude Oil A Micro Securities and WisdomTree WTI Crude Oil Individual Securities

The Facility Agreements allow for a change in the Individual Commodity Index used to price the WTI Crude Oil A Micro Securities (and therefore the WisdomTree WTI Crude Oil Individual Securities). The Commodity Contract Counterparties and the Issuer may agree to use a different commodity index provided that Security Holders are given a minimum of ten calendar days' notice of the intended change. Consequently, any return a Security Holder receives from an investment in the WTI Crude Oil A Micro Securities or the WisdomTree WTI Crude Oil Individual Securities may be lesser or greater than that they would have received if the securities continued to be linked to the previous Individual Commodity Index.

Change of Individual Commodity Index for the Carbon Securities and the California Carbon Securities

The Facility Agreements allow for a change in the Individual Commodity Index used to price the Carbon Micro Securities (and therefore the WisdomTree Carbon Individual Securities) or the California Carbon Micro Securities (and therefore the WisdomTree California Carbon Individual Securities). The Commodity Contract Counterparties and the Issuer may agree to use a different commodity index provided that Security Holders are given a minimum of five Business Days' notice of the intended change. Consequently, any return a Security Holder receives from an investment in the Carbon Securities or the California Carbon Securities may be lesser or greater than that they would have received if the securities continued to be linked to the previous Individual Commodity Index.

Change to Designated Contracts and/or Roll Period

The choice of Designated Contracts, Designated Month Contracts and the Roll Period used to price each Individual Commodity Index is determined by the relevant Index Administrator and is disclosed in the relevant Handbook. The Handbook may be changed from time to time by the relevant Index Administrator.

The termination or replacement of any Designated Contract or Designated Month Contract and/or the change to a Roll Period or any other change to the index methodology as described in the relevant Handbook may lead to any return a Security Holder receives from an investment in the Commodity Securities to be lesser or greater than that they would have received if no change to Designated Contract or Designated Month Contract and/or the Roll Period had been made, and could result in a total or partial loss for existing Security Holders.

Risk Factors relating to the Multi-Tenor Index

Though the Multi-Tenor Index is designed to be representative of the markets it measures or otherwise align with its stated objective, it may not be representative in every case or achieve its stated objective in all instances. It is designed and calculated strictly to follow the rules of its Methodology, and any Multi Tenor Index level or other output is limited in its usefulness to such design and calculation.

Historical index levels published prior to the Multi-Tenor Index launch date are considered hypothetical. Historical Multi-Tenor Index levels should not be considered as an indication of future performance.

The Multi-Tenor Index is comprised of liquid commodity futures contracts. If any commodity futures contract is terminated or replaced in accordance with the rules of the Multi-Tenor Index methodology, a comparable commodity futures contract may be selected by Bloomberg. The replacement of a commodity futures contract may cause the level of the Multi-Tenor Index to change or be adjusted.

In the event the Multi-Tenor Index level falls to or below zero due to an at any point intraday and/or end-of-day negative futures settlement price(s), the Multi-Tenor Index level will be closed at zero and terminated same day. Security Holders of Commodity Securities which tracks a Multi-Tenor Index will therefore not be able to participate in any rises in value of the underlying assets after the Multi-Tenor Index Level falls to or below zero. Consequentially the return a Security Holder receives from an investment in a Commodity Security which track a Multi-Tenor Index may be less than the Security Holder otherwise expected.

Bloomberg may discontinue or suspend calculation or publication of the Multi-Tenor Index.

Counterparty and Service Provider Risks

Counterparty Credit Risk and Default

The value of Commodity Securities and the ability of the Issuer to pay the Redemption Amount is dependent on the receipt of such amount from a Commodity Contract Counterparty, and may be affected by a deterioration or perceived deterioration in the credit-worthiness and/or a downgrade in the credit rating of the Commodity Contract Counterparties (or any of them). Such deterioration/downgrade in the credit-worthiness or credit rating of the Commodity Contract Counterparties (or any of them) could cause Commodity Securities to trade at a discount to the Price and could result in a partial or total loss to Security Holders.

The Commodity Contracts issued by MLI are not guaranteed by any entity within the BAC Group other than BAC, or by any other person and the Commodity Contracts issued by CGML are not guaranteed by any entity within the Citigroup Group other than CGMH, or by any other person. To the extent that any Commodity Contract Counterparty or Guarantor were to be unable to fulfil its respective payment obligations under the relevant Commodity Contracts and Facility Agreement or Guarantee (as the case may be), the Issuer would be unable to meet its obligations to Security Holders, who would suffer a partial or total loss as a result.

The Issuer will not operate any policies to diversify or spread its risk (risk-spreading policies) and has Facility Agreements only with MLI and CGML. The Issuer may, but is not required to, enter into other Facility Agreements with other Commodity Contract Counterparties, but it will not be the Issuer's intention to enter into other Facility Agreements for the purposes of spreading counterparty risk.

If at any given time there are two or more Commodity Contract Counterparties and one of them, the "**Lower Credit**", has its credit rating downgraded or has defaulted on its obligations to redeem Commodity Contracts, then, under the Pool splitting mechanism discussed under the heading "Consolidation and Division of Micro and Commodity Securities" in Part 4 (*Description of Commodity Securities*), the Issuer can separate out the Lower Credit by issuing to the relevant Security Holders new Micro and Commodity Securities supported only by the Commodity Contracts of the Lower Credit. There can be no assurance that the Issuer will be able to

redeem such new Micro and Commodity Securities at their Price or even at all, and such new Micro and Commodity Securities may not be admitted to trading on any exchange. Accordingly, a Security Holder could end up holding new Micro and Commodity Securities that they are unable to sell and which may have limited or no value. If the Issuer is considering exercising its power to implement a Pool split it will not be required to have regard to any proposed but not yet implemented Pool split when allocating Commodity Contracts to one or more of the Commodity Contract Counterparties. Accordingly, shortly after receiving its Micro and Commodity Securities a Security Holder could be treated as owning Micro and Commodity Securities attributable to the Lower Credit which may affect the ability of such Security Holder to redeem those Micro and Commodity Securities. In circumstances where the Issuer is considering exercising its power to implement a Pool split in respect of a particular Pool it may, upon notice to Security Holders, suspend the right to redeem the Micro and Commodity Securities of the type or types attributable to such Pool. Accordingly, a Security Holder may be unable to sell those Micro and Commodity Securities and such securities may have limited or no value during the period of such suspension.

In the event that the Issuer determines to divide a Pool as referred to above and in accordance with Condition 20.3, the Conditions provide that outstanding valid Redemption Forms given (save in the case where notice of a Compulsory Redemption Date was given prior to the division becoming effective in which case certain other timings may apply) prior to the division becoming effective will be treated as having been given in respect of the Pool to which following the division are attributable Commodity Contracts with the Commodity Contract Counterparty to which the corresponding Commodity Contract Termination had been allocated. This may have the effect that a Security Holder which has lodged a valid Redemption Form prior to a division becoming effective will be treated following the division as owning only Micro and Commodity Securities attributable to a single Pool rather than both Pools as described under the heading "Consolidation and Division of Micro and Commodity Securities" in Part 4 (*Description of Commodity Securities*), and this could be the Pool to which Commodity Contracts with the Lower Credit are transferred.

Calculation Agent Conflicts of Interest

In addition to being the obligor under the MLI Facility Agreement, MLI is also the Calculation Agent under both the MLI Facility Agreement and the CGML Facility Agreement (but not for the purposes of the Conditions, the Micro and Commodity Securities or the Trust Instrument). In acting as Calculation Agent, MLI is obliged to act in good faith and in a commercially reasonable manner, but otherwise its calculations are binding in the absence of manifest error. The role of MLI as Calculation Agent may give rise to conflicts of interest which are adverse to the interests of Security Holders.

Index Calculations by UBS Securities and Bloomberg and by Solactive

The Issuer is not affiliated with Bloomberg or UBS Securities or Solactive in any way (except for the agreements and licensing arrangements described in this Prospectus) and has no ability to control or predict their actions, including any errors in or discontinuation of disclosure regarding its methods or policies relating to the calculation of the Bloomberg (BCOM) Commodity Indices or the Individual Commodity Indices.

The policies of UBS Securities and Bloomberg concerning the calculation of the level of the Bloomberg (BCOM) Commodity Indices or related indices (including the Bloomberg (BCOM) Individual Commodity Indices), additions, deletions or substitutions of Bloomberg (BCOM) Commodity Indices components and the manner in which changes affecting the Bloomberg (BCOM) Commodity Indices components are reflected in the Bloomberg (BCOM) Commodity Indices could adversely affect the value of the Bloomberg (BCOM) Commodity Indices or related indices (including the Bloomberg (BCOM) Individual Commodity Indices) and, therefore, the market value of the Bloomberg-linked Classic Securities and the Bloomberg-linked Longer Dated Securities.

Additional commodity futures contracts may satisfy the eligibility criteria for inclusion on the Bloomberg (BCOM) Commodity Indices, and commodity futures contracts currently included in the Bloomberg (BCOM) Commodity Indices may fail to satisfy such criteria. The weighting factors applied to each included futures contract may change annually, based on changes in commodity production and volume statistics. In addition, UBS Securities and/or Bloomberg may modify the methodology for determining the composition and weighting of the Bloomberg (BCOM) Commodity Indices, for calculating their respective values in order to assure that the Bloomberg (BCOM) Commodity Indices represent an adequate measure of market performance or for other reasons, or for calculating the values of the Bloomberg (BCOM) Commodity Indices or related indices (including the Bloomberg (BCOM) Individual Commodity Indices). Any such changes could

adversely affect the market value of the Micro and Commodity Securities for example, the Bloomberg (BCOM) Commodity Indices using the changed methodology might underperform under certain market scenarios in comparison to the original methodology. This could result in a total or partial loss for existing Security Holders.

The policies of UBS Securities and Bloomberg concerning the level of the Multi-Tenor Index, its calculation and methodology could adversely affect the value of the Multi-Tenor Index and, therefore, the market value of the WTI Crude Oil A Micro Securities and the WisdomTree WTI Crude Oil Individual Securities.

The policies of Solactive concerning the level of the Solactive Carbon Emissions Index and the Solactive California Carbon Emissions Index, their calculation and methodology could adversely affect the value of the Solactive Carbon Emissions Index, the Solactive California Carbon Emissions Index and, therefore, the market value of the Carbon Securities and the California Carbon Securities (respectively).

Under the MLI Facility Agreement and the Calculation Agency Agreement, MLI has agreed that in the event that the applicable Index Administrator ceases to calculate and publish any Individual Commodity Index, it as Calculation Agent will use its reasonable endeavours to calculate settlement values of such Individual Commodity Indices for each Pricing Day using (in the case of Bloomberg-linked Individual Commodity Indices) the same methodology and processes for each individual commodity as are used from time to time for the calculation of the Bloomberg (BCOM) Commodity Indices or (in the case of Solactive-linked Individual Commodity Indices) the same methodology and processes as were used immediately prior to such cessation, but there is no assurance that those indices will continue to be published. If the Individual Commodity Indices or any of them cease to be published, the Issuer will endeavour to ensure that replacement indices are published, but there is no assurance that this will be achieved. In that event some or all of the Micro and Commodity Securities may be redeemed.

Under the MLI Calculation Agency Agreement, MLI, if it considers that, as a result of the application of EU Benchmarks Regulation any calculation, determination or provision by the Calculation Agent of a substitute index value under the MLI Facility Agreement or Calculation Agency Agreement in respect of any class of Commodity Contracts would be unduly burdensome, may give a notice to that effect (which notification may be withdrawn by the Calculation Agent by notice to the Issuer should it subsequently determine that such calculation, determination or provision is not unduly burdensome). See “EU Benchmarks Regulation” below.

In certain circumstances under the Facility Agreements and the Calculation Agency Agreement, including where a Market Disruption Event in respect of an Individual Commodity Index occurs on five or more consecutive Trading Days (irrespective of whether an Individual Commodity Index is published for those Trading Days), the Calculation Agent is required to calculate a substitute value for each Trading Day thereafter while that circumstance persists. While the Calculation Agent is required to act in good faith and in a commercially reasonable manner (i) it owes no duty to any Security Holder or the Trustee in respect of any determination made by it and (ii) any such substitute value may differ from the Individual Commodity Index.

From time to time commodities presently represented in the Bloomberg (BCOM) Commodity Indices may cease to be included therein. In that event, an Individual Commodity Index in respect of that commodity may cease to be published. If this occurs, all Micro Securities and Individual Securities of that class may be redeemed, and all Index Securities which comprise Micro Securities of that class will be Rebalanced and as a result those Index Securities will include no exposure to the value of that commodity.

Activities of Index Administrators, Commodity Contract Counterparties and Authorised Participants

The Commodity Contract Counterparties and their affiliates are active traders in commodities markets, including in the physical markets for commodities, in the futures markets (on each of the Exchanges and on other commodity exchanges) and the over-the-counter markets, including trading of commodity swaps, options and other derivatives. These trading activities may present a conflict between the interests of holders of the Micro and Commodity Securities and the interests that the Commodity Contract Counterparties and their affiliates will have in their proprietary accounts, in facilitating transactions, including options and other derivatives transactions, for their customers and in accounts under their management. These trading activities, if they influence the value of the Bloomberg (BCOM) Commodity Indices or any Individual Commodity Index, could be adverse to the interests of the holders of the Micro and Commodity Securities. Moreover, the Commodity Contract Counterparties or their affiliates have published and in the future expect

to publish research reports with respect to some or all of the Bloomberg (BCOM) Commodity Indices or components and physical commodities generally. This research is modified from time to time without notice and may express opinions or provide recommendations that are inconsistent with purchasing or holding the Micro or Commodity Securities. The research should not be viewed as a recommendation or endorsement of the Micro or Commodity Securities in any way and investors must make their own independent investigation of the merits of this investment. Any of these activities by the Commodity Contract Counterparties or their affiliates may affect the market price of the Bloomberg (BCOM) Commodity Indices or components and the value of the Bloomberg (BCOM) Commodity Indices and, therefore, the market value of the Micro and Commodity Securities. In addition, the Commodity Contract Counterparties and their affiliates may underwrite or issue other securities or financial instruments indexed to the Bloomberg (BCOM) Commodity Indices and related indices and/or UBS Securities, Bloomberg and/or Solactive may license the Bloomberg (BCOM) Commodity Indices or related indices or the Solactive Carbon Emissions Index or the Solactive California Carbon Emissions Index (as the case may be) for publication or for use by unaffiliated third parties. Further, the Authorised Participants or their Affiliates also trade in various sectors of the commodities markets.

These activities could give rise to conflicts of interest which are adverse to the interests of Security Holders and could have a negative impact on the Price of Micro and Commodity Securities and could result in a total or partial loss to Security Holders. For example, a market maker in a financial instrument linked to the performance of the Bloomberg (BCOM) Commodity Indices or related indices may expect to hedge some or all of its position in that financial instrument. Purchase (or selling) activity in the underlying Bloomberg (BCOM) Commodity Indices components in order to hedge the market maker's position in the financial instrument may affect the market price of the futures contracts upon which the Individual Commodity Indices are based, which in turn would affect the value of those indices and thus the Micro and Commodity Securities.

With respect to any of the activities described above, none of UBS Securities, Bloomberg, Solactive, the Commodity Contract Counterparties, BAC, CGMH, the Authorised Participants or their respective Affiliates has any obligation to the Issuer to take the needs of any buyers, sellers or holders of Micro and Commodity Securities into consideration at any time.

An Individual Commodity Index may close at a negative value or at zero

Bloomberg announced on 7 May 2020 that, with effect from 18 May 2020, any Individual Commodity Index of which it is the Index Administrator (other than the Multi-Tenor Index) may close negative for one day and will thereafter be terminated the next trading day at the negative value.

In the event of an Individual Commodity Index being terminated at a negative value, it is unclear whether Commodity Contracts priced by reference to that Individual Commodity Index will have any continuing value or how the Price of a Micro Security priced by reference to that Individual Commodity Index (and hence the Price of Commodity Securities comprised, in whole or in part, of such Micro Securities) will be calculated. In such circumstances the Issuer may exercise its rights under the Conditions to Redeem compulsorily such Micro Securities and all or any of the Commodity Securities comprised of such Micro Securities and, having regard to Condition 3.2 (Limited Recourse), it is unlikely that there would be any monies available to meet the Issuer's obligations to Security Holders in respect of such Micro Securities (and Commodity Securities to the extent comprised of such Micro Securities). Security Holders in respect of such Micro Securities (and of any Commodity Securities comprised, in whole or in part, of such Micro Securities) would be likely in such circumstances to lose the whole of their investment in respect of such Micro Securities.

The Multi-Tenor Index and Solactive-linked Individual Commodity Index cannot be negative but in the event it falls at or below zero at any point intra-day and/or end of day the index level will be closed at zero and terminated same day. In such circumstances the WTI Crude Oil A Micro Securities (and therefore the WisdomTree WTI Crude Oil Individual Securities) would have no value and the Issuer may exercise its rights under the Conditions to Redeem compulsorily such Micro Securities Individual Securities and, having regard to Condition 3.2 (Limited Recourse), it is unlikely that there would be any monies available to meet the Issuer's obligations to Security Holders in respect of such Micro Securities and Individual Securities. Security Holders in respect of such Micro Securities (and of any Commodity Securities comprised, in whole or in

part, of such Micro Securities) would be likely in such circumstances to lose the whole of their investment in respect of such Micro Securities.

The Solactive Carbon Indices

The Solactive Carbon Indices cannot be negative. If any time during the day the level of a Solactive Carbon Index equals zero or lower, then the index will become zero and will be terminated with immediate effect. In such circumstances the Carbon Micro Securities (and therefore the WisdomTree Carbon Individual Securities) or the California Carbon Micro Securities (and therefore the WisdomTree California Carbon Individual Securities) (as the case may be) would have no value and the Issuer may exercise its rights under the Conditions to Redeem compulsorily such Micro Securities and Individual Securities and, having regard to Condition 3.2 (Limited Recourse), it is unlikely that there would be any monies available to meet the Issuer's obligations to Security Holders in respect of such Micro Securities and Individual Securities. Security Holders in respect of such Micro Securities or Individual Securities would be likely in such circumstances to lose the whole of their investment in respect of such Micro Securities.

Operational Risk

Exchange Limits

U.S. futures exchanges and some other exchanges have regulations that limit the amount of fluctuation in some futures contract prices that may occur during a single business day. These limits are generally referred to as "daily price fluctuation limits" and the maximum or minimum price of a contract on any given day as a result of these limits is referred to as a "limit price". Once the limit price has been reached in a particular contract, no trades may be made at a price beyond the limit, or trading may be limited for a set time period. Limit prices have the effect of precluding trading in a particular contract or forcing the liquidation of contracts at potentially disadvantageous times or prices. These circumstances could adversely affect the value of any and all Individual Commodity Indices and, therefore, the market value of the Micro and Commodity Securities and could disrupt applications for and redemptions of Micro and Commodity Securities and the pricing thereof.

Similarly, there may be an adverse effect on the ability to apply for Micro and Commodity Securities if regulations impose limits on the amount of positions in futures contracts (or if an exemption from such limits is reduced or revoked). Once a position limit has been reached, no trades may be made or trading may be limited. Position limits have the effect of precluding the trading of futures and may therefore affect a Commodity Contract Counterparty's ability to create Commodity Contracts (due to an inability to hedge its position).

MLI and CGML are each parties to a facility agreement with the Issuer relating to Short and Leveraged Commodity Contracts and to facility agreements with WisdomTree Hedged Commodity Securities Limited, an Affiliate of the Issuer, in relation to securities tracking hedged equivalents of the Bloomberg (BCOM) Commodity Indices and their exposures under these and any similar agreements and their hedging activities in connection with those exposures, may affect their abilities to create Commodity Contracts under the Facility Agreements.

Market Disruption

Futures exchanges have the potential to suffer from market disruption, due to trading failures at the exchange or the imposition of volume or price restrictions or other circumstances resulting in difficulty in determining a futures contract price at a particular time. Such events could cause a trading day to be classified as a market disruption day, for the purposes of the Micro and Commodity Securities of one or more classes or categories, resulting in it not being possible to price one or more classes or categories of Micro and Commodity Securities that day. This will cause a delay in the application or redemption process (where settlement pricing is being used). Delays to the application process as a result of a Market Disruption may result in potential Security Holders not being able to purchase the Micro and Commodity Securities at the time and price they wished to do so. Similarly, delays to redemption process as a result of a Market Disruption may result in existing Security Holders of the Micro and Commodity Securities not being able to redeem at the time and Price at which they wished to do so. This could adversely affect potential or existing Security Holders and result in a total or partial loss for existing Security Holders.

Legal Risk

Realisation of Collateral

In the event that the Issuer enforces its rights under a Security Agreement and Control Agreement to take control of a Collateral Account, the Collateral in the Collateral Account may not be of sufficient value to cover all Redemption Amounts payable to investors because: (i) enforcement of its rights by the Issuer may have resulted from the Commodity Contract Counterparty failing to post Collateral to the Collateral Account to the value of the Collateral Exposure; (ii) the Collateral Account is only required to contain assets to the value of the Collateral Exposure as at the close of the immediately preceding Business Day on which the calculations and valuations are made and there may be a number of days between such valuations occurring and the date on which the Issuer takes control of the Collateral Account, during which time a significant difference between the value of the Collateral in the Collateral Account and the Collateral Exposure could arise; (iii) the value of the assets in the Collateral Account is not correlated to the Collateral Exposure and may fall due to market conditions; (iv) the Collateral Exposure could rise due to market conditions; (v) the Collateral Exposure as reported for the purposes of the Commodity Contract Counterparty's obligation to post Collateral when such Collateral was last posted may be less than the aggregate amounts due to Security Holders and others out of the proceeds realised from such Collateral; (vi) the Issuer (or the Trustee) may not be able to realise some or all of the assets in the Collateral Account at the prices at which they were valued, even after allowing for the application of valuation percentages; or (vii) there may be certain costs associated with the Issuer's realisation of the assets in the Collateral Account. In addition there can be no certainty as to the timeliness of any such enforcement.

Under the terms of each Control Agreement, the Securities Intermediary may utilise depositories, banks or other financial institutions in connection with the custody of the Collateral. In the event that the Issuer enforces its rights under a Security Agreement and Control Agreement to take control of the Collateral Account of a Commodity Contract Counterparty and Collateral is held with such depository, bank or other financial institution as arranged by the Securities Intermediary: (i) the Issuer may not be able to recover all sums due to it and may not therefore have sufficient amounts to fund the Issuer's payment obligations to Security Holders; and/or (ii) it may take longer to realise the Collateral and a Security Holder may therefore experience delays in receiving amounts due to them.

If the amounts received by the Issuer upon the realisation of Collateral (whether realised from the Securities Intermediary or any such depositories, banks or other financial institutions instructed by the Securities Intermediary) are not sufficient fully to cover the Issuer's payment obligations to Security Holders then a Security Holder may incur a loss which may be significant.

Enforcement by the Trustee

If the Trustee enforces its security, and takes control of a Collateral Account, the factors referred to in "Realisation of Collateral" above will also apply. In addition, the Trustee is dependent upon the Issuer to make or cause to be made and publish its calculations of the Price of the Commodity Securities and consequently of any Redemption Amount. If the Issuer is insolvent, or for other reasons, the Issuer may not make and publish such calculations. In such circumstances, there can be no assurance that the Trustee will be able to perform such calculations, or to find a third party able and willing to perform such calculations for it. The Prices of all types of Commodity Securities are determined in accordance with formulae and (save in respect of certain specific elements or in the case of market disruptions) there is no provision for a calculation agent to make a conclusive determination of the Price. There can therefore also be no assurance that any Price or Redemption Amount which is calculated by or on behalf of the Issuer or the Trustee will accord with that calculated by a Commodity Contract Counterparty, or (in the event of a Compulsory Redemption) that the day upon which the Price payable by the Commodity Contract Counterparty to the Issuer is calculated under the relevant Facility Agreement will be the same as the day on which the Price or Redemption Amount payable on the Commodity Securities will be calculated (so that there may be a mismatch). Accordingly, following a Counterparty Event of Default there may be delays in obtaining a Price for certain classes or categories of Micro and Commodity Securities which could result in a Security Holder being unable to redeem their securities. There may also be inaccuracies in the Price calculation which could result in losses to Security Holders.

EU Bank Recovery and Resolution Directive

Pursuant to the EU Bank Recovery and Resolution Directive (2014/59/EU) ("**BRRD**") EU member states were required to introduce a recovery and resolution framework for banks and significant investment firms ("**institutions**") giving national competent and resolution authorities powers of intervention where such an institution is deemed to be failing or likely to fail. Although the UK is no longer a member of the EU, BRRD continues to apply in the UK as retained EU law pursuant to the terms of the European Union (Withdrawal) Act 2018.

Among other things the BRRD provides for the introduction of a "bail-in tool" under which resolution authorities may write down claims of the institution's shareholders and creditors and/or convert such claims into equity. Exceptions to this include secured liabilities, client assets and client money. If following a bail-in it is determined, based on a post-resolution valuation, that shareholders or creditors whose claims have been written down or converted into equity have incurred greater losses than they would have done had the institution had been wound up under normal insolvency proceedings, the BRRD provides that they are entitled to payment of the difference.

Other powers of intervention include the power to close out open derivatives positions, temporarily to suspend payment or delivery obligations, restrict or stay the enforcement of security interests and suspend termination rights.

As MLI and CGML are both UK institutions, they are subject to BRRD. BRRD applies automatically in the case of agreements governed by any European Economic Area law (such as the Facility Agreements and the Commodity Contracts) and institutions are required by BRRD to ensure that agreements governed by other laws include a term under which the creditor of the institution covered by BRRD recognises the liability may be subject to the exercise of write-down and conversion powers. As the MLI Security Agreement, the MLI Control Agreement, the CGML Security Agreement and the CGML Control Agreement are each governed by New York law, they include (or separately incorporate) such acknowledgments.

The implementation of a resolution process in relation to an institution which is a counterparty to or obligor of the Issuer could result in a bail-in being exercised in respect of any unsecured claims the Issuer has against that institution. As a result, the amount outstanding under such claims could be reduced to zero or converted into ordinary shares or other instruments of ownership in the institution or the terms of such claims could be varied.

The application of BRRD to an institution could also result in derivatives positions (including Commodity Contracts) held by the Issuer with the institution being closed out or terminated, and delays in the ability of the Issuer to enforce its rights in respect of collateral or otherwise against the institution concerned. Any payment of compensation due to the Issuer as a result of the Issuer being worse off as a result of a bail-in is likely to be delayed until after the completion of the resolution process and may prove to be less than anticipated or expected or may be the subject of dispute.

U.S. Stay Resolution Provisions

Regulations ("**U.S. SRR Provisions**") have been adopted by U.S. prudential regulators in respect of certain entities that are part of a banking organisation designated as a global-systemically important banking organisation. The U.S. SRR Provisions apply directly to banking entities (collectively "**Covered Entities**") that are (1) deemed to be global systemically important U.S. banking organisations ("**U.S. GSIBs**") or that meet an asset size threshold, (2) certain subsidiaries of a U.S. GSIB and (3) certain U.S. operations of systemically important non-U.S. banking organisations. The U.S. SRR Provisions seek to reduce the potential that the resolution of a Covered Entity will be disorderly and lead to disruptive asset sales and liquidations which prudential regulators are concerned could spark a broad financial crisis.

The effect of the U.S. SRR Provisions is to eliminate certain contractual rights in certain financial contracts ("**qualified financial contracts**"), such as agreements relating to swaps, currency forwards and other derivatives as well as repurchase agreements and securities lending agreements, such that the counterparties to these contracts (a) are subject to a stay for a specified time period during which they will be prevented from closing out a qualified financial contract if the Covered Entity is subject to resolution proceedings and (b) are prohibited from exercising default rights due to a receivership or similar proceeding

of an affiliate of the Covered Entity. In some instances the U.S. prudential regulator administering the resolution could transfer the qualified financial contracts to another financial institution that is not in an insolvency proceeding.

The Issuer believes that each of the Counterparties and its Guarantor is a Covered Entity and that the Commodity Contracts and Guarantees to which it is a party are qualified financial contracts to which the U.S. SRR Provisions apply.

The U.S. SRR Provisions apply directly to qualified financial contracts that are governed by U.S. law and to U.S. persons, but they also require Covered Entities to include in all qualified financial contracts that are not governed by U.S. law (or the law of a State of the United States) contractual provisions reflecting the requirements of the U.S. SRR Provisions that delay or restrict the rights of counterparties, such as the Issuer, to exercise certain close-out, cross-default and similar rights under certain conditions.

The U.S. SRR Provisions came into force on various dates that commenced in January 2019 and were due to be complied with by 1 July 2019.

The Facility Agreements are governed by English law and accordingly each of the Counterparties was required to amend its Facility Agreement with the Issuer to include such provisions, failing which it may have been unable to continue to create Commodity Contracts. The U.S. SRR Provisions enable compliance either by bilateral agreement or by adherence to a standard ISDA protocol. The Issuer adhered to the ISDA® 2018 US Resolution Stay Protocol with effect from 28 June 2019.

Implementation of these requirements may increase credit, close-out and other risks in respect of the Micro and Commodity Securities. As no resolution of a Covered Entity has taken place with the U.S. SRR Provisions in effect, it is unclear how they will operate in practice. There is however a risk that, in the event of a default of a Commodity Counterparty and where the powers or required contractual provisions under the U.S. SSR Provisions are exercised, Security Holders may incur losses during this period for example because:

- (a) Security Holders would be unable to Redeem their Micro and Commodity Securities and so would not be able to realise their investment at a time and value of their choosing;
- (b) the Issuer may be prevented from giving notice to Commodity Contract Counterparty of a Compulsory Pricing Date under the relevant Facility Agreement which, if all Micro and Commodity Securities of a particular class are to be Redeemed, could prevent the Issuer from redeeming such Micro and Commodity Securities, which could delay a Security Holder realising their investment; and
- (c) the assets in any Pool may be reduced, so that Security Holders (for the corresponding class) would receive less than the Price of their Micro and Commodity Securities on a subsequent Redemption or Compulsory Redemption.

Commodity Contract Counterparty Withholding

In certain circumstances where a Commodity Contract Counterparty considers that an amount payable by it in respect of a Commodity Contract Termination is, may be or may be about to be required by any applicable law of the United States to be paid subject to any withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any relevant jurisdiction or any political sub-division thereof or any authority thereof having power to tax, by law (as modified by the practice of any relevant governmental revenue authority) then in effect, then it may give 30 days' notice to the Issuer under the Facility Agreement and until the expiry of such notice it will be obliged to "gross-up" the amounts so payable by it subject (in the case where the beneficial holder of the relevant Micro or Commodity Securities being redeemed is not an Authorised Participant) to provision to the Commodity Contract Counterparty of certain beneficial owner certifications to allow the Commodity Contract Counterparty (if possible) to pay the relevant amount without any such deduction or withholding, or with such deduction or withholding at a reduced rate. Payment on redemption to persons who are not Authorised Participants may in these circumstances be subject to their giving to the Issuer and the Commodity Contract Counterparty such beneficial owner certifications. Following the expiry of such 30 days' notice, the Commodity Contract Counterparty will not be obliged to "gross-up" any amounts payable by it and if the Issuer makes payment on Redemption only of the net amount so paid, that shall not be a Defaulted Obligation.

No Recourse Except to the Issuer and the Secured Property

Micro and Commodity Securities will be obligations solely of the Issuer. The ability of the Issuer to pay on redemption of Micro and Commodity Securities is wholly dependent on it receiving payment from the relevant Commodity Contract Counterparty. The Micro and Commodity Securities will not be obligations or responsibilities of, or guaranteed by, the Trustee, the Registrar, Bloomberg, UBS Securities or any member of the UBS Group, MLI or any other member of the BAC Group, CGML or any other member of the Citigroup Group, any direct or indirect shareholder of the Issuer or any of the Authorised Participants and no Security Holder has any direct rights of enforcement against such persons. The Issuer is a special purpose company established for the purpose of issuing exchange traded commodities (ETCs) as asset-backed securities.

If the net proceeds of realisation of the Secured Property in respect of a particular Pool, following enforcement of the Security Deed applicable to that Pool, are less than the aggregate amount payable in such circumstances by the Issuer in respect of Micro Securities and Individual Securities of that class and Index Securities to the extent that they comprise Micro Securities of that class, the obligations of the Issuer in respect of such Micro Securities and Individual Securities and such Index Securities to the extent that they comprise Micro Securities of that class will be limited to the net proceeds of realisation of that Secured Property. In such circumstances the assets (if any) of the Issuer other than those attributable to the relevant Pool will not be available for payment of such shortfall, the rights of the relevant Security Holders to receive any further amounts in respect of such obligations shall be extinguished and none of the Security Holders or the Trustee may take any further action to recover such amounts. In these circumstances, the Security Holder would suffer a loss.

Any claims made against the Issuer will be satisfied in order of the priority of payments in accordance with the Trust Instrument, further details of which are set out in Condition 18 (*Application of Moneys*) in Part 7 (*Trust Instrument and Commodity Securities*). Following the priority of payments, the security may be insufficient and the Issuer may not be able to return the full Redemption Amount to investors who may suffer a loss as a result.

Limited Enforcement Rights

The Trustee may enforce the Security at its discretion but is only required to enforce the Security on behalf of a Security Holder if it is directed to do so:

- (a) by a Security Holder to whom a Defaulted Obligation is owed; or
- (b) if an insolvency event in relation to the Issuer (including but not limited to the insolvency, liquidation or dissolution of the Issuer or the appointment of a receiver or liquidator in relation to it or substantially the whole of its assets) or certain types of default or breach event relating to a Commodity Contract Counterparty has occurred and is continuing, (i) in writing by Security Holders holding not less than 25 per cent. by Price (as at the date of the last signature) of the Micro and Commodity Securities (as a whole) then outstanding, or (ii) by an Extraordinary Resolution,

in each case provided that the Trustee is indemnified and/or secured to its satisfaction. In circumstances where the Trustee is not obliged to enforce the Security, a Security Holder will have no right to proceed directly against the Issuer and may therefore not be able to realise the value of their investment.

Recognition of Security in other Jurisdictions

The laws of certain jurisdictions may affect some or all of the assets comprising the Secured Property in relation to any Pool. In the event that the laws of a jurisdiction do not recognise the security granted by the Security Deed, such security may not be effective in relation to assets deemed located in that jurisdiction and/or such assets may be subject to claims which would otherwise rank after claims secured by the Security Deed.

The Issuer has taken the following steps to perfect the security granted under the Security Deed relating to the Security Agreements: (a) the Issuer has notified the Securities Intermediary of the security so granted in writing and the Securities Intermediary has in writing acknowledged to the Issuer and the Trustee such notification; and (b) the Issuer's grant of the security interest is expressly acknowledged in the Control

Agreements with provision made under the Control Agreements for the Securities Intermediary to act on the instructions of the Trustee enforcing the security.

The Issuer may take further steps if required in order to perfect such security under English law. However the security so granted may not be recognised or perfected under the laws of other jurisdictions in which some or all of the assets comprising the Secured Property in relation to any Pool may be deemed to be located.

EU Benchmarks Regulation

If MLI as Calculation Agent notifies the Issuer that it considers that, as a result of the application in the United Kingdom of the EU Benchmarks Regulation, any calculation, determination or provision by the Calculation Agent of a substitute index value under the MLI Facility Agreement or Calculation Agency Agreement in respect of any class of Commodity Contracts would be unduly burdensome, it may give a notice to that effect (which notification may be withdrawn by the Calculation Agent by notice to the Issuer should it subsequently determine that such calculation, determination or provision is not unduly burdensome), in which event:

- the Issuer may suspend the redemption by Settlement Pricing (but not by Agreed Pricing) of that class for up to 90 days;
- the Issuer will be required within 10 Business Days of receipt of such notice to give notice under the Conditions suspending the right to Redeem Commodity Securities of the relevant class by Settlement Pricing;
- if such suspension has been in effect for at least 30 days, the Issuer may redeem compulsorily the Micro and Commodity Securities of the relevant class on not less than two Business Days' notice; and
- the Calculation Agent will be required to use commercially reasonable efforts to appoint a substitute index provider approved by the Issuer and any other Commodity Contract Counterparty, such approval not unreasonably to be withheld or delayed, within 60 calendar days (or such shorter or longer period as may be agreed) of such notification to the Issuer.

If the Calculation Agent is unable to appoint such a substitute index provider, and the Issuer has not within 75 days of such notification to the Issuer itself either appointed a substitute index provider or appointed a replacement Calculation Agent, then either the Commodity Contract Counterparty or the Issuer may elect by giving notice of a Compulsory Cancellation Date that the relevant Commodity Contracts be cancelled on not less than two Business Days' notice (in which event the applicable Micro and Commodity Securities will be redeemed).

Changes in Regulation

The combination of the nature of the Issuer's activities, the markets to which it is exposed, the institutions with which it does business and the securities which it issues makes it particularly exposed to national, international and supranational regulatory action and taxation changes. The scope and requirements of regulation and taxation applicable to the Issuer and the Commodity Contract Counterparties continues to change and evolve and there is a risk that as a result it may prove more difficult or impossible, or more expensive, for the Issuer or the Commodity Contract Counterparties to continue to carry on their functions in the manner currently contemplated, including a risk that future regulation of the commodity futures market may result in increased hedging costs for the Commodity Contract Counterparties or limits on the extent of their permitted hedging activities. This may require that changes are made in the future to the agreements applicable to the Programme and may result in changes to the commercial terms of the Micro and Commodity Securities (such as reductions in the Creation Limits and the Redemption Limits and/or increase in the amounts required by the Commodity Contract Counterparties to cover their hedging costs, which would result in a reduction in the Capital Adjustment and hence a reduction in the Price) and/or the inability to apply for and Redeem Micro and Commodity Securities and/or Compulsory Redemption of some or all of the Micro and Commodity Securities and/or disruption to the pricing thereof.

'Brexit'

Pursuant to the European Referendum Act 2015 of the UK, a referendum on the United Kingdom's membership of the European Union (EU) was held on 23 June 2016 with the majority voting to leave the EU. On 31 January 2020, the UK ceased to be a Member State of the EU and on 30 December 2020 the UK and the EU entered into a "Trade and Cooperation Agreement" (the "**Trade and Cooperation Agreement**") to regulate certain aspects of the relationship between the UK and the EU. The enactment of the European Union (Future Relationship) Act 2020 brought into effect in the UK certain provisions of the Trade and Cooperation Agreement. The terms of the Trade and Cooperation Agreement contemplate further agreements and amendments to be negotiated and agreed. There are certain legal and regulatory aspects of membership of the EU (such as certain financial services arrangements) the effects of which are not maintained by the Trade and Cooperation Agreement and where "equivalence" decisions have not been made and/or may be withdrawn unilaterally.

Whilst the medium to long-term consequences of the UK's departure from the EU and agreement of the Trade and Cooperation Agreement remain uncertain, the UK's withdrawal from the EU has led to political and economic instability and volatility in the financial markets of the UK and more broadly across Europe. It may lead to a weakening in consumer, corporate and financial confidence in such markets, which may in turn have a negative impact elsewhere in the EU and more widely. Among other things, the longer-term process to implement the political, economic, and legal framework that is agreed between the UK and EU is likely to lead to continuing uncertainty and periods of exacerbated volatility in both the UK and wider European markets, including volatility in the value of the pound sterling or the euro. It could also potentially make it more difficult to raise capital in the EU and/or increase the regulatory compliance burden which could restrict the Issuer's future activities and thereby negatively affect returns.

Deteriorating business, consumer or investor confidence could lead to (i) reduced levels of business activity; (ii) higher levels of default rates and impairment; and (iii) mark to market losses in trading portfolios resulting from changes in credit ratings, share prices and solvency of counterparties. Such matters may adversely affect the market value and/or the liquidity of the Micro and Commodity Securities in the secondary market and/or the ability of the Issuer to satisfy its obligations under the Micro and Commodity Securities.

As at the date of this Prospectus the legal and regulatory environment applicable to the Programme and to investors consequent upon the UK's departure from the EU and implementation of the Trade and Cooperation Agreement and its potential effect remains unclear and this may have adverse and/or unforeseeable consequences which may include a decline in the gross domestic product of the UK over time, and trade relations. Demand for commodities typically rises when economies are growing. If a country or region experiences a deterioration in its economic outlook, commodity demand from that country or region could be impacted thus potentially impacting the price of Micro and Commodity Securities.

FREQUENTLY ASKED QUESTIONS

This section is intended to answer some of the questions which a prospective investor may have when considering an investment in Micro and Commodity Securities. It is not intended to be a summary of or a complete description of the information contained in this Prospectus and an investment in Micro and Commodity Securities should only be made after careful consideration of this Prospectus.

Capitalised terms shall have the meanings given to them in the section of this Prospectus entitled "Definitions and Interpretation".

What are Micro and Commodity Securities?

Micro and Commodity Securities are secured, undated limited recourse debt securities issued by WisdomTree Commodity Securities Limited, a Jersey company established as a special purpose vehicle for the purpose of issuing the Micro and Commodity Securities and the Short and Leveraged Commodity Securities. The Micro and Commodity Securities have been designed to enable investors to achieve a return based on the movements of indices which track movements in the price of individual commodity futures contracts or baskets of commodity futures contracts, and to enable investors to buy and sell that interest through the trading of a security on a stock exchange.

What are the Bloomberg-(BCOM) Commodity Indices?

The Bloomberg (BCOM) Commodity Indices are indices which track movements in the price of individual commodity futures contracts or baskets of commodity futures contracts. They are calculated by Bloomberg in conjunction with UBS Securities and published by Bloomberg and known as the Bloomberg Commodity Index family.

What is the Solactive Carbon Emissions Index?

The Solactive Carbon Emission Allowances Rolling Futures Index tracks movements in the price of EUA (Carbon Emission Allowances) futures contract traded on ICE. It is calculated, administered and published by Solactive.

What is the Solactive California Carbon Emissions Index?

The Solactive California Carbon Rolling Futures ER Index tracks movements in the price of the California Carbon Allowance Vintage Future futures contract traded on ICE. It is calculated, administered and published by Solactive.

How do Micro and Commodity Securities provide a return based on the movements of Individual Commodity Indices?

The Micro and Commodity Securities provide exposure (before fees and adjustments and in the absence of Market Disruption Events) to movements in Individual Commodity Indices, such that if the level of an Individual Commodity Index falls, the Price of the relevant Micro or Commodity Security will also fall (and vice versa). Index Securities are comprised of Micro Securities of separate classes, each relating to a commodity comprised in the relevant index, and their price will therefore move with the level of more than one Individual Commodity Index.

How does the Issuer back its exposure to the Individual Commodity Indices?

A class of Micro and Commodity Security is backed by an equal number of Commodity Contracts of the same class entered into with a Commodity Contract Counterparty under the terms of a Facility Agreement. Under the Facility Agreement, the Issuer pays all of the issue proceeds of that class of Micro and Commodity Security to the Commodity Contract Counterparty and in return the Commodity Contract Counterparty provides the Issuer with an equal number of Commodity Contracts of the same class. The Commodity Contracts of a particular class will provide the Issuer with a return based on the movements of the relevant Individual Commodity Index (less fees, expenses and other adjustments) for an amount equal to the issue proceeds of the related class of Micro and Commodity Securities. The Commodity Contract Counterparty is also required to post collateral with respect to the Commodity Contracts as described under "*What is the purpose of the collateral?*" below.

What is the Price?

The Price of a particular class of Micro Securities or Commodity Securities is calculated in accordance with a set formula and examples of how it is calculated are set out in Part 2 (*How does a Security Holder determine the value of their investment?*). The Price reflects the value of the Individual Commodity Index and the applicable fees payable by a Security Holder in respect of that class of Micro Securities or Commodity Securities.

When will the Price of a Micro and Commodity Security be published?

The Price for a particular Pricing Day will be published on the Issuer's website on the next Business Day at <https://www.wisdomtree.eu/pricing>.

What is a Commodity Contract Counterparty?

The Commodity Contract Counterparties are entities with which the Issuer has entered into a Facility Agreement, pursuant to which the Issuer will purchase Commodity Contracts from the relevant Commodity Contract Counterparty. As at the date of this Prospectus, MLI and CGML are the Commodity Contract Counterparties under the Programme.

Is an investment in Individual Commodity Indices the same as investing in the underlying commodities?

An investment in Individual Commodity Indices is not the same as investing directly in the underlying commodities. Importantly, an investment in an Individual Commodity Index does not give any ownership interest, right or entitlement to any actual commodity or commodity futures contract. Any amounts payable on the Micro and Commodity Securities will be in cash, and the holders of the Micro and Commodity Securities will have no right to receive delivery of any commodity or commodity futures contract at any time.

Who makes calculations in respect of an Individual Commodity Index?

The Bloomberg (BCOM) Commodity Indices and the Multi-Tenor Index are constructed and published pursuant to a joint arrangement between UBS Securities and Bloomberg. The Bloomberg Commodity IndexSM and its sub-indices (including the Bloomberg Commodity Index 3 Month ForwardSM and the Individual Commodity Indices) and the Multi-Tenor Index are published on Bloomberg's website at <https://www.bloomberg.com/professional/product/indices/>.

The Solactive-linked Individual Commodity Indices are calculated, administered and published by Solactive and are published on Solactive's website at <https://www.solactive.com/>.

What is the purpose of the collateral?

The Issuer pays all of the issue proceeds for each class of Micro Securities or Commodity Securities to the Commodity Contract Counterparty in return for that Commodity Contract Counterparty entering into an equivalent number of Commodity Contracts of such class.

This means that the Issuer will have a credit exposure to the Commodity Contract Counterparty with respect to the amounts owed to the Issuer under the terms of the Commodity Contracts. To reduce this exposure the Commodity Contract Counterparty is required to post collateral to a collateral account held in the Commodity Contract Counterparty's name with The Bank of New York Mellon.

In the event that the Commodity Contract Counterparty defaults on its payment obligations under a Commodity Contract, then the Issuer will be entitled to take control over a Collateral Account and the collateral within it for the purposes of realising the collateral. The Issuer would then sell such collateral with the aim of satisfying the amounts owed to it by the Commodity Contract Counterparty under a Commodity Contract, although in the event that the proceeds from selling the collateral are less than the amounts owed by the Commodity Contract Counterparty then the Issuer may not in turn be able to pay the full amount owed to Security Holders.

What happens if the Commodity Contract Counterparty defaults?

If the Commodity Contract Counterparty defaults then the Issuer would be expected to cease to enter into Commodity Contracts with the Commodity Contract Counterparty. A Counterparty Event of Default would include circumstances where the Commodity Contract Counterparty has failed to pay amounts due in

respect of a Commodity Contract Termination and has failed to rectify such failure to pay within a certain time limit. Upon default the Issuer may also look to close out the existing Commodity Contracts in place with the Commodity Contract Counterparty in receipt for the cash owed to it under such Commodity Contracts.

When can a Commodity Contract Counterparty elect to terminate Commodity Contracts?

The Commodity Contract Counterparty may, on giving not less than three months' prior written notice to the Issuer, elect to compulsorily redeem all classes of Commodity Contracts or, in the event that the Issuer has defaulted on certain of its obligations to the Commodity Contract Counterparty under the Facility Agreement, the Commodity Contract Counterparty may compulsorily redeem all classes of Commodity Contracts on not less than two Business Days' notice.

The Commodity Contract Counterparty also has the right to terminate some or all of the Commodity Contracts of a particular class if for any reason it is unable to maintain the hedging positions which (acting reasonably) it attributes to the hedging of its obligations in connection with the Facility Agreement or Commodity Contracts of one or more classes. In such a case, the Issuer has, and will exercise, the right to redeem some or all of the Micro and Commodity Securities of that class.

Other termination rights in favour of the Commodity Contract Counterparties include on the occurrence of a material adverse change (which itself includes a change in tax law).

The Facility Agreements each have a term of ten years from 24 October 2017 and in the event that such term expires and the parties do not agree to an extension then all classes of Commodity Contracts will also be compulsorily redeemed following such expiry.

What happens if a Market Disruption Event occurs?

If the level of an Individual Commodity Index is not published due to a Market Disruption Event then the Calculation Agent will use a special value of the relevant Individual Commodity Index calculated using the most recently reported prices for the relevant futures contracts, if any, that are not subject to a Market Disruption Event and using a fair market value determined in accordance with the principles set out in the Facility Agreements described in Condition 16.3 of the Conditions in Part 7 (*Trust Instrument and Commodity Securities*) for the relevant commodity futures that are subject to a Market Disruption Event.

For these purposes, a Market Disruption Event may occur with respect to an Individual Commodity Index where, for example, certain events occur which disrupt trading in the commodities that are comprised within the underlying Bloomberg (BCOM) Commodity Index or where an exchange on which those commodities trade closes early or fails to open for trading during its regular trading session.

Where calculations and determinations are made in relation to Commodity Contracts, the same calculations and determinations will be made in respect of the corresponding Micro and Commodity Securities.

Who is the Calculation Agent?

MLI is acting as the Calculation Agent with respect to the Commodity Contracts under the Facility Agreement. It is not a calculation agent for the Micro and Commodity Securities or for the Programme. The role of MLI as Calculation Agent is limited to the making of calculations and determinations in accordance with the terms of the Facility Agreements in respect of the Commodity Contracts thereunder.

What is the Multiplier?

The Multiplier for Micro and Commodity Securities is an adjustment factor adjusted each day by the Capital Adjustment (as described in greater detail under the heading "The Capital Adjustment element of the formula" in Part 2 (*How does a Security Holder determine the value of their investment?*)).

What is the Capital Adjustment?

The Capital Adjustment forms part of the pricing formula for the Micro and Commodity Securities and will result in certain adjustments to the Price of a Micro and Commodity Security. The Capital Adjustment is described in greater detail under the heading "The Capital Adjustment element of the formula" in Part 2 (*How does a Security Holder determine the value of their investment?*)).

What is an Authorised Participant?

Authorised Participants are financial institutions that meet certain eligibility requirements and who have entered into an Authorised Participant Agreement with the Issuer. Only Authorised Participants are allowed

to buy and (in most cases) sell Micro and Commodity Securities directly with the Issuer. Authorised Participants may, but do not have to, act as market makers for the Micro and Commodity Securities by buying and selling Micro and Commodity Securities to and from investors either on exchange or in over the counter transactions.

Who is the Trustee and what does it do?

The Trustee is The Law Debenture Trust Corporation p.l.c. and is an independent entity whose role is to act as trustee on behalf of Security Holders in accordance with the Trust Instrument and the Security Deeds and the Trustee holds its rights on behalf of Security Holders (and itself).

What is the cash value of a Micro and Commodity Security?

Each Micro and Commodity Security has a Price (which is an amount in the Relevant Currency) which reflects the value of the corresponding Commodity Contract and which also reduces each day to reflect the accrual of the fees payable in respect of that Micro and Commodity Security. All Security Holders will generally buy and sell their Micro and Commodity Securities on a stock exchange in return for cash. The cash value at which the Micro and Commodity Securities will trade on exchange is expected to be close to the value of such Price.

Further information and examples of how the Price is calculated are set out in Part 2 (*How does a Security Holder determine the value of their investment?*).

How do I buy and sell Micro and Commodity Securities?

Generally, only Authorised Participants may create and redeem Micro and Commodity Securities directly with the Issuer at the Price on the relevant date. Once an Authorised Participant creates Micro and Commodity Securities with the Issuer it can then (i) choose to hold the Micro and Commodity Securities itself; (ii) sell those securities on one of the stock exchanges on which the Micro and Commodity Securities are admitted to trading; (iii) sell those Micro and Commodity Securities in private off exchange transaction (OTC); or (iv) redeem the Micro and Commodity Securities directly with the Issuer.

Investors other than Authorised Participants can buy and sell Micro and Commodity Securities on any of the stock exchanges on which they are admitted to trading or in private transactions (OTC) in the same way as they buy and sell other listed securities.

Transactions in Micro and Commodity Securities other than those directly with the Issuer can be done at any point during the Trading Day. Such purchases of Micro and Commodity Securities will generally be done at a “bid price” and any sales of Micro and Commodity Securities intraday will generally be done at an “offer price”. The bid and offer prices of a Micro and Commodity Security are expected to be close to the cash value of the Price of the relevant class of Micro and Commodity Security on a particular day, however, they will not match exactly the Price because bid and offer prices also take account of other market conditions such as market liquidity (supply and demand) at the time that the investor is looking to buy or sell their Micro and Commodity Securities.

Can I lose all of my initial investment?

Yes, an investor may lose some or all of their initial investment. An investor can also lose part of their investment if the Commodity Contract Counterparty defaults – see section entitled “*What happens if the Commodity Contract Counterparty defaults*” above.

Can I lose more than my initial investment?

An investor who buys and hold their Micro and Commodity Securities cannot lose more than their initial investment.

What is the minimum investment?

One Commodity Security.

What are the costs of holding the product?

Investors are charged (within the Price) a Management Fee, an amount reflecting amounts owing to or owed by the Commodity Contract Counterparty to reflect the benefit or cost to the Commodity Contract Counterparty of selling Commodity Contracts to the Issuer and a licence allowance in respect of the Micro and Commodity Securities.

Where an Authorised Participant subscribes for Micro and Commodity Securities, the Issuer may charge an Application Fee which will be payable in addition to the Price and, likewise, the Issuer may deduct an amount equal to the Redemption Fee from the amount payable on a redemption of Micro and Commodity Securities.

Further information is set out in Part 4 (*Description of Commodity Securities*). Investors who buy and sell Micro and Commodity Securities on exchange or in transactions other than with the Issuer may also be charged additional costs in respect of those transactions.

Who is the “holder” of the Micro and Commodity Securities?

If the Micro and Commodity Securities are held through a clearing system or by a bank’s or broker’s nominee (which will usually be the case), the legal “holder” will either be the entity nominated by the clearing system as the depositary for the Micro and Commodity Securities or the person entered in the register (including where applicable the relevant CREST account holder) as the Security Holder. As an investor, your rights in relation to the Micro and Commodity Securities will be governed by the contract you have with your broker, custodian or other entity through which you hold your interest in the Micro and Commodity Securities and the contracts they have with the clearing system and any intermediaries in between. Accordingly, where this Prospectus describes a right as being owed to, or exercisable by, a Security Holder then your ability to benefit from or exercise such right will be dependent on the terms of the contracts in such chain.

Can the Undertakings for Collective Investment in Transferable Securities (“UCITS”) invest in the Micro and Commodity Securities?

The Micro and Commodity Securities have not been specifically designed for investment by UCITS. Prospective investors which are UCITS, i.e. which comprise a scheme which is an undertaking for collective investment in transferable securities subject to the Council Directive of 20 December 1985 on the coordination of laws, regulations and administrative provisions relating to Undertakings for Collective Investment in Transferable Securities (No 85/611/EEC) (the “**UCITS Directive**”), as amended, or are UCITS Schemes need to satisfy themselves that an investment in the Commodity Securities would comply with any regulations and/or guidelines applicable to them pursuant to the UCITS Directive and any laws, regulations or guidelines of their jurisdiction of incorporation and would be in line with their individual investment objectives. Failure to comply with such restrictions may cause a UCITS or a UCITS Scheme, which is a Security Holder to be in breach of its compliance obligations under the UCITS Directive, laws of its jurisdiction of incorporation or investment objectives and policies, and therefore to be exposed to regulation sanctions under its national regime.

TYPES OF COMMODITY SECURITIES

Classic Individual Securities and Classic Index Securities

The types of Classic Individual Security and Classic Index Security available for issue and corresponding LSE Codes are set out below:

Dollar Classic Individual Securities

	LSE code
WisdomTree Aluminium	ALUM
WisdomTree Brent Crude Oil	BRNT
WisdomTree California Carbon	WCCA
WisdomTree Cocoa	COCO
WisdomTree Coffee	COFF
WisdomTree Copper	COPA
WisdomTree Corn	CORN
WisdomTree Cotton	COTN
WisdomTree WTI Crude Oil	CRUD
WisdomTree Gas Oil	GASO
WisdomTree Gasoline	UGAS
WisdomTree Gold	BULL
WisdomTree Heating Oil	HEAT
WisdomTree Kansas Wheat	WEAK
WisdomTree Lead	LEED
WisdomTree Lean Hogs	HOGS
WisdomTree Live Cattle	CATL
WisdomTree Natural Gas	NGAS
WisdomTree Nickel	NICK
WisdomTree Platinum	PLTM
WisdomTree Silver	SLVR
WisdomTree Soybean Meal	SOBM
WisdomTree Soybean Oil	SOYO
WisdomTree Soybeans	SOYB
WisdomTree Sugar	SUGA
WisdomTree Tin	TINM
WisdomTree Wheat	WEAT
WisdomTree Zinc	ZINC

Euro Classic Individual Securities

	LSE code
WisdomTree Carbon	CARB

Classic Index Securities

	LSE code
WisdomTree Broad Commodities	AIGC
WisdomTree Energy	AIGE
WisdomTree Petroleum	AIGO
WisdomTree Broad Commodities Ex-Energy	AIGX
WisdomTree Precious Metals	AIGP
WisdomTree Industrial Metals	AIGI
WisdomTree Agriculture	AIGA
WisdomTree Softs	AIGS
WisdomTree Livestock	AIGL
WisdomTree Grains	AIGG
WisdomTree Broad Commodities Ex-Agriculture and Livestock	XFRM
WisdomTree Broad Commodities Ex-Industrial Metals	XIND
WisdomTree Broad Commodities Ex-Precious Metals	XPMT
WisdomTree Broad Commodities Ex-Agriculture	XAGR
WisdomTree Broad Commodities Ex-Livestock	XLST
WisdomTree Broad Commodities Ex-Softs	XSFT
WisdomTree Broad Commodities Ex-Grains	XGRA
WisdomTree Broad Commodities Ex-Petroleum	XPET

Longer Dated Individual Securities and Longer Dated Index Securities

The types of Longer Dated Individual Security and Longer Dated Index Security available for issue and corresponding LSE Codes are set out below:

Longer Dated Individual Securities

	LSE code
WisdomTree Aluminium Longer Dated	ALFO
WisdomTree Brent Crude Oil Longer Dated	FBRT
WisdomTree Coffee Longer Dated	FOCO
WisdomTree Copper Longer Dated	FCOP
WisdomTree Corn Longer Dated	CORF
WisdomTree Cotton Longer Dated	FCOT
WisdomTree WTI Crude Oil Longer Dated	FCRU
WisdomTree Gasoline Longer Dated	UGAF
WisdomTree Gas Oil Longer Dated	FGSO
WisdomTree Gold Longer Dated	GOLF
WisdomTree Heating Oil Longer Dated	HEAF
WisdomTree Kansas Wheat Longer Dated	WEKF
WisdomTree Lean Hogs Longer Dated	HOGF
WisdomTree Live Cattle Longer Dated	CATF
WisdomTree Natural Gas Longer Dated	NGAF
WisdomTree Nickel Longer Dated	NICF
WisdomTree Silver Longer Dated	FSIL
WisdomTree Soybean Meal Longer Dated	SBMF
WisdomTree Soybean Oil Longer Dated	SYOF
WisdomTree Soybeans Longer Dated	SYBF
WisdomTree Sugar Longer Dated	SUGF
WisdomTree Wheat Longer Dated	WEAF
WisdomTree Zinc Longer Dated	ZINF

Longer Dated Index Securities

	LSE code
WisdomTree Broad Commodities Longer Dated	FAIG
WisdomTree Energy Longer Dated	ENEF
WisdomTree Petroleum Longer Dated	FPET
WisdomTree Broad Commodities Ex-Energy Longer Dated	EXEF
WisdomTree Precious Metals Longer Dated	FPRE
WisdomTree Industrial Metals Longer Dated	FIND
WisdomTree Agriculture Longer Dated	FAGR
WisdomTree Softs Longer Dated	SOFF
WisdomTree Livestock Longer Dated	FLIV
WisdomTree Grains Longer Dated	GRAF

LICENCES GRANTED TO THE ISSUER

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The Issuer has been granted a licence by Bloomberg and UBS Securities to price Micro and Commodity Securities based on various commodity indices calculated and published by Bloomberg, in conjunction with UBS Securities. All references to indices calculated or published by Bloomberg, in conjunction with UBS Securities, and in particular the Bloomberg (BCOM) Commodity Indices and the Multi-Tenor Index, are used with the permission of Bloomberg and UBS Securities.

Solactive AG (“**Solactive**”) is the licensor of Solactive Carbon Emission Allowances Rolling Futures Index and the Solactive California Carbon Rolling Futures ER Index (each an “**Index**”). The financial instruments that are based on each Index are not sponsored, endorsed, promoted or sold by Solactive in any way and Solactive makes no express or implied representation, guarantee or assurance with regard to: (a) the advisability in investing in the financial instruments; (b) the quality, accuracy and/or completeness of each Index; and/or (c) the results obtained or to be obtained by any person or entity from the use of each Index. Solactive reserves the right to change the methods of calculation or publication with respect to each Index. Solactive shall not be liable for any damages suffered or incurred as a result of the use (or inability to use) of each Index.

DEFINITIONS AND INTERPRETATION

The following definitions apply throughout this Prospectus unless the context otherwise requires:

“Acceptable Credit Rating”	means a long term senior debt credit rating of at least BBB+ from S&P and of at least Baa1 from Moody’s
“Administration Agreement”	means the Administration Agreement dated 14 December 2012 between R&H Fund Services (Jersey) Limited and the Issuer providing for certain administration and company secretarial services to be provided by R&H Fund Services (Jersey) Limited to the Issuer
“Affiliate”	means, in relation to any person, any entity controlled, directly or indirectly, by that person, any entity that controls, directly or indirectly, that person, or any entity directly or indirectly under common control with that person; and for this purpose, “ control ” of any entity or person means ownership of a majority of the voting power of the entity or person
“Aggregate Outstanding Contracts Price”	means in respect of any day and a Commodity Contract Counterparty the aggregate of (i) the sum of the US Dollar Equivalent of the Price on that day of each and every Commodity Contract then in existence with that Commodity Contract Counterparty (including Commodity Contracts in respect of which a Creation Notice has been given on or prior to that day and which have not been issued or cancelled, but excluding Commodity Contracts in respect of which a valid Cancellation Notice has been given on or before that day) and (ii) the sum of the Price (as defined in the Short and Leveraged Facility Agreement with that Commodity Contract Counterparty) of each and every Short and Leveraged Commodity Contract then in existence with that Commodity Contract Counterparty (including Short and Leveraged Commodity Contracts in respect of which a Creation Notice (as defined in such Short and Leveraged Facility Agreement) has been given on or prior to that day and which have not been issued or cancelled (as defined in such Short and Leveraged Facility Agreement), but excluding Short and Leveraged Commodity Contracts in respect of which a valid Cancellation Notice (as defined in such Short and Leveraged Facility Agreement) has been given on or before that day)
“Agreed Pricing”	has the meaning given in Condition 8.1(b)
“Agreed Redemption Form”	means a notice in the form prescribed from time to time by the Issuer requesting Redemption of Micro and Commodity Securities using Agreed Pricing
“Applicant”	means an Authorised Participant who makes an Application for Commodity Securities
“Application”	means an offer by an Applicant to the Issuer to subscribe for Commodity Securities, being an offer on terms referred to in an Application Form and this Prospectus and in accordance with the provisions of the relevant Authorised Participant Agreement
“Application Fee”	means the fee payable by an Applicant to the Issuer in respect of the issue of Commodity Securities
“Application Form”	means the application form to be used in connection with the Programme
“Application Moneys”	means, for an Application, all moneys paid or to be paid to or to the order of the Issuer by the Applicant in respect of the Application

“Authorised Participant”	means a person which has entered into an Authorised Participant Agreement with the Issuer in relation to Commodity Securities and (except in the case of a Commodity Contract Counterparty which has entered into an Authorised Participant Agreement with the Issuer) has entered into a corresponding Direct Agreement with at least one Commodity Contract Counterparty, and which is not an Unacceptable Authorised Participant in respect of that Commodity Contract Counterparty provided that no person shall be an Authorised Participant unless and until the Security Conditions (if any) with respect to the Authorised Participant and that Commodity Contract Counterparty shall have been satisfied and provided further that a person can be an Authorised Participant in respect of one Commodity Contract Counterparty but not another
“Authorised Participant Agreement”	means a written agreement between the Issuer and another person under which such person is appointed to act as an “Authorised Participant”, distribution agent or in a substantially similar function in relation to Micro Securities and/or Commodity Securities comprising <i>inter alia</i> Micro Securities and if such agreement is subject to conditions precedent, provided that such conditions have been satisfied
“Authorised Person”	means a person who is authorised for the purposes of the FSMA
“BAC”	means Bank of America Corporation, a corporation established under the laws of the State of Delaware, United States, and whose principal place of business is at 100 North Tryon Street, Charlotte, NC28255, United States
“BAC Group”	means BAC and its Affiliates, and includes MLI
“BAC Guarantee”	means the guarantee dated 29 June 2017 given by BAC to the Issuer in support of MLI’s payment obligations under the MLI Facility Agreement, the MLI Security Agreement and the MLI Control Agreement
“BG Micro Securities”	means the Brent Crude Micro Securities, the Gas Oil Micro Securities, the Brent Crude Longer Dated Micro Securities and the Gas Oil Longer Dated Micro Securities
“BG Securities”	means the WisdomTree Brent Crude Oil Individual Securities, the WisdomTree Gas Oil Individual Securities, the WisdomTree Longer Dated Brent Crude Oil Individual Securities and the WisdomTree Longer Dated Gas Oil Individual Securities
“BISL”	means Bloomberg Index Services Limited
“Bloomberg”	means Bloomberg L.P. and/or Bloomberg Finance L.P. and/or the Affiliate of either of them
“Bloomberg (BCOM) Commodity Indices”	means the Bloomberg Commodity Index SM and the Bloomberg Commodity Index 3 Month Forward SM and includes the other related indices and subindexes and “Bloomberg (BCOM) Commodity Index” shall be construed accordingly
“Bloomberg (BCOM) Individual Commodity Index”	means each Individual Commodity Index that is a sub-index of a Bloomberg (BCOM) Commodity Index
“Bloomberg Commodity IndexSM”	means the Bloomberg Commodity Index SM (formerly known as the Dow Jones – UBS Commodity Index SM), calculated and published by Bloomberg, further information on which can be found in Part 3 (<i>The Bloomberg Commodity Index Family and the Solactive Carbon Emissions Index</i>)

“Bloomberg Commodity Index 3 Month ForwardSM”	means the Bloomberg Commodity Index 3 Month Forward SM (formerly known as the Dow Jones – UBS Commodity Index 3 Month Forward SM), calculated and published by Bloomberg, further information on which can be found in Part 3 (<i>The Bloomberg Commodity Index Family and the Solactive Carbon Emissions Index</i>)
“Bloomberg-linked”	in relation to an Individual Commodity Index means that the Index Administrator of that Individual Commodity Index is Bloomberg, in relation to Micro Securities or any class or classes of Micro Securities means Micro Securities or Micro Securities of such class or classes of which the relevant Individual Commodity Index is a Bloomberg-linked Individual Commodity Index and in relation to Commodity Securities or any type or types of Commodity Securities means Commodity Securities or Commodity Securities of such type or types comprised of Bloomberg-linked Micro Securities
“BNYM” or “Securities Intermediary”	means the securities intermediary under each Security Agreement and includes The Bank of New York Mellon
“Board”	means the board of directors of the Issuer
“Business Day”	means a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in both London and New York
“Calculation Agency Agreement”	means the agreement entitled “CGML Calculation Agency Agreement relating to Classic and Longer Dated Commodity Contracts” dated 29 June 2017 between the Issuer, CGML and MLI
“Calculation Agent”	means a person appointed by the Issuer to determine various matters in accordance with Condition 16, MLI being the Calculation Agent in respect of the MLI Facility Agreement and the CGML Facility Agreement
“California Carbon Securities”	means the WisdomTree California Carbon Micro Securities and the WisdomTree California Carbon Individual Securities
“Cancellation Notice”	means a notice sent by the Issuer to a Commodity Contract Counterparty pursuant to a Facility Agreement which cancels the Equivalent Number of Commodity Contracts corresponding with the Micro or Commodity Securities referred to in such Cancellation Notice
“Capital Adjustment”	means an adjustment factor to be included in the calculation of the Multiplier which is agreed from time to time by the Commodity Contract Counterparties and the Issuer
“Capital Adjustment Agreement”	means agreements entitled “Capital Adjustment Agreement relating to Classic and Longer Dated Commodity Contracts” between the Issuer and a Commodity Contract Counterparty and includes the MLI Capital Adjustment Agreement and the CGML Capital Adjustment Agreement
“Carbon Securities”	means the Carbon Micro Securities and the WisdomTree Carbon Individual Securities
“category”	means, in relation to Index Securities, the type of Index Security determined by the mix of different classes of Micro Securities comprised in the Index Security
“CBOT”	means The Board of Trade of the City of Chicago, Inc.
“Central Bank”	means the Central Bank of Ireland

“cents”	means United States cents, equal to one hundredth of a US Dollar
“Certificated” or “Certificated Form”	means not in Uncertificated Form
“CGMH”	means Citigroup Global Markets Holdings Inc., a corporation incorporated in the State of New York
“CGML”	means Citigroup Global Markets Limited, a company incorporated and registered in England and Wales with number 01763297 whose registered office is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom and includes its successors and assigns
“CGML Capital Adjustment Agreement”	means the agreement entitled “Capital Adjustment Agreement relating to Classic and Longer Dated Commodity Contracts” dated 29 June 2017 between the Issuer and CGML
“CGML Control Agreement”	means the collateral account control agreement entered into between the Issuer, CGML and the Securities Intermediary dated 29 June 2017
“CGML Facility Agreement”	means the Facility Agreement dated 29 June 2017 between the Issuer and CGML
“CGML Security Agreement”	means the security agreement dated as of 29 June 2017 which is in relation to and supplements the CGML Facility Agreement and the CGML Short and Leveraged Facility Agreement
“CGML Short and Leveraged Facility Agreement”	means the agreement dated 29 June 2017 between the Issuer and CGML entitled “CGML Facility Agreement relating to Short and Leveraged Commodity Contracts”
“CIP”	means “Commodity Index Percentage” as defined in the Handbook from time to time
“Citigroup Guarantee”	means the guarantee dated 29 June 2017 given by CGMH to the Issuer in support of CGML’s payment obligations under the CGML Facility Agreement, the CGML Security Agreement and the CGML Control Agreement
“Citigroup Group”	means CGMH and its Affiliates, and includes CGML
“class”	means a class of Micro Securities or Individual Securities under which the Issuer’s obligations to make payment, and the corresponding class of Commodity Contracts under which any Commodity Contract Counterparty’s obligations to make payment, are determined by reference to a particular Individual Commodity Index, and Micro or Individual Securities, and the corresponding class of Commodity Contracts, referable to a particular Individual Commodity Index but of different Strategies are each of a separate and distinct class provided that the WTI Crude Oil A Classic Micro Securities (and the corresponding class of Commodity Contracts) and the WisdomTree WTI Crude Oil Individual Securities shall for these purposes be of the same class
“Classic Commodity Contract”	means in relation to Classic Micro Securities of a particular class (or Commodity Securities to the extent they are comprised of Classic Micro Securities of that class), a contract between the Issuer and a Commodity Contract Counterparty created in accordance with a Facility Agreement and giving rise to matching rights and obligations to such Classic Micro Securities
“Classic Commodity Securities”	means Classic Individual Securities and Classic Index Securities and “Classic Commodity Security” means any of them

“Classic Index Security”	has the same meaning as “Dollar Classic Index Security”
“Classic Individual Securities”	means Dollar Classic Individual Securities and Euro Classic Individual Securities and “Classic Individual Security” means any of them
“Classic Micro and Commodity Securities” or “Classic Securities”	means Classic Micro Securities and Classic Commodity Securities (being Classic Individual Securities and Classic Index Securities) and “Classic Micro or Commodity Securities” or “Classic Security” means any of them
“Classic Micro Securities”	means Dollar Classic Micro Securities and Euro Classic Micro Securities and “Classic Micro Security” means any of them
“Cleared Funds”	means immediately available funds
“CLPT Micro Securities”	means the Cocoa Micro Securities, Lead Micro Securities, Platinum Micro Securities and Tin Micro Securities
“CLPT Securities”	means the WisdomTree Cocoa Individual Securities, WisdomTree Lead Individual Securities, WisdomTree Platinum Individual Securities and WisdomTree Tin Individual Securities
“CLT LD Micro Securities”	means the Cocoa Longer Dated Micro Securities, Lead Longer Dated Micro Securities and Tin Longer Dated Micro Securities
“CME”	means Chicago Mercantile Exchange Inc.
“CME Group” and “CME Group Inc.”	means CME Group Inc., a holding company and the parent of CME, CBOT and NYMEX
“CME Indexes”	means CME Group Index Services LLC
“Collateral”	means all Posted Collateral (as defined in any Security Agreement) to the extent attributable to the obligations of a Commodity Contract Counterparty under a Facility Agreement
“Collateral Account”	means, in relation to any Commodity Contract Counterparty that has entered into a Security Agreement, the account established and maintained by the respective Securities Intermediary in the Commodity Contract Counterparty’s name, in which the Commodity Contract Counterparty shall post Collateral pursuant to the terms of such Security Agreement and the relevant Control Agreement and which shall include the account so established and maintained by The Bank of New York Mellon in MLI’s name and the account so established and maintained by The Bank of New York Mellon in CGML’s name
“Collateral Account Control Event”	means (i) the occurrence of a Counterparty Event of Default in respect of the relevant Commodity Contract Counterparty that was not caused by a breach by the Issuer of its obligations under the relevant Facility Agreement or by any Authorised Participant under the relevant Authorised Participant Agreement and, after giving effect to any applicable notice requirement or grace period, there occurs under the Facility Agreement (or the relevant Short and Leveraged Facility Agreement) a liquidation of, or an acceleration of, all of the obligations of the relevant Commodity Contract Counterparty under the relevant Facility Agreement (or the relevant Short and Leveraged Facility Agreement); (ii) failure by the relevant Commodity Contract Counterparty to transfer Collateral to the relevant Collateral Account when due and such failure continues for two Business Days; (iii) failure by the relevant Commodity Contract Counterparty to comply with or perform any other provisions of or obligations under the relevant Security Agreement (other than as set out in (ii)) and such failure continues for 30 days after receipt by the relevant Commodity Contract Counterparty of notice

of such failure; or (iv) the relevant Commodity Contract Counterparty (a) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (b) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (c) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (d) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (X) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (Y) is not dismissed, discharged, stayed or restrained in each case within 60 days of the institution or presentation thereof; (e) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (f) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (g) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 60 days thereafter; (h) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in (a) to (g) above (inclusive); or (i) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

“Collateral Exposure”

means, in respect of any Valuation Time (as defined in any Security Agreement) or other time for which Collateral Exposure is calculated, and save in the case of a dispute under the relevant Security Agreement, the sum of the price on such date of each and every Commodity Contract in issue as at the applicable Valuation Time (in the case of Euro Commodity Contracts, converted into US Dollars by multiplying the Price thereof by the Settlement Foreign Exchange Rate as at the applicable Valuation Time or such other time), which, in the case of the MLI Security Agreement and the CGML Security Agreement, shall include both the sum of the price of the Commodity Contracts entered into pursuant to the MLI Facility Agreement or the CGML Facility Agreement (respectively) and the sum of the price of the commodity contracts under the MLI Short and Leveraged Facility Agreement or the CGML Short and Leveraged Facility Agreement (respectively) as at the applicable Valuation Time on such date

“Collateral Yield”

means in respect of any type of Micro and Commodity Securities the return, equivalent to an interest return, on the value invested in that type of Micro and Commodity Security calculated as described under the heading “The Capital Adjustment element of the formula” in Part 2 (*How does a Security Holder determine the value of their investment?*)

“COMEX”

means New York Mercantile Exchange, Inc., including its wholly owned subsidiary Commodity Exchange Inc.

“Commodity Contract”

means in relation to Micro Securities of a particular class (or Commodity Securities to the extent they are comprised of Micro Securities of that class), a contract between the Issuer and a Commodity Contract Counterparty created in accordance with a Facility Agreement and giving rise to matching rights and obligations to such Micro Securities and includes Classic Commodity Contracts and Longer Dated Commodity Contracts

“Commodity Contract Counterparty”	means the counterparty to each Facility Agreement with the Issuer and includes MLI and CGML
“Commodity Contract Termination”	means the termination of Commodity Contracts by a Commodity Contract Counterparty in accordance with a Facility Agreement
“Commodity Securities” and “WisdomTree Commodity Securities”	means Individual Securities and Index Securities and “Commodity Security” means any of them
“comprised in” and “comprised of”	in relation to a Commodity Security means the Micro Securities by reference to which the amount payable on Redemption of that Commodity Security is calculated and for which a Commodity Security (when in Certificated Form) may be surrendered in accordance with the provisions of the Trust Instrument and “comprise” and “comprised” shall be construed accordingly
“Compulsory Redemption”	means a Redemption of Micro or Commodity Securities in accordance with Condition 9.11
“Compulsory Redemption Date”	means a date notified in accordance with Conditions 9.1, 9.2, 9.5, 9.6, 9.6A or 9.7
“Conditions”	means the terms and conditions of the Micro and Commodity Securities in the form set out in the Second Schedule (<i>The Conditions</i>) to the Trust Instrument and as set out in Part 7 (<i>Trust Instrument and Commodity Securities</i>) and references herein to numbered Conditions are references to the numbers assigned to the Conditions in Part 7 (<i>Trust Instrument and Commodity Securities</i>)
“Control Agreement”	means, in relation to any Security Agreement, the Control Agreement (as defined in such Security Agreement) and includes the MLI Control Agreement and the CGML Control Agreement
“Controller”	means a Controller as defined in the Conditions
“Counterparty Event of Default”	means: <ul style="list-style-type: none"> (a) the failure of any Commodity Contract Counterparty to make a payment it is due to make in respect of a Commodity Contract Termination in accordance with the relevant Facility Agreement, where such failure is not rectified within five Business Days following the day on which the Commodity Contract Counterparty receives notice of the failure sent by the Issuer, or being in any other breach of the Facility Agreement provided that such breach (if capable of being rectified) is not rectified within five Business Days of the Commodity Contract Counterparty receiving written notice from the Issuer of such breach; (b) any Guarantor failing to pay an amount due under the relevant Guarantee, when due; (c) any Commodity Contract Counterparty or Guarantor suffering an Insolvency Event;

- (d) the expiration or termination of any Guarantee (other than where a replacement guarantee (or other form of credit support) acceptable to the Issuer and the Trustee in their sole discretion is provided to the Issuer in lieu of a Guarantee upon or prior to such expiration or termination) or the failing or ceasing of a Guarantee to be in full force and effect for the purpose of the relevant Facility Agreement, in each case other than in accordance with its terms, prior to the satisfaction of all obligations of a Commodity Contract Counterparty under the Facility Agreement to which such Guarantee relates and without the written consent of the Issuer (and this paragraph shall apply *mutatis mutandis* to any replacement guarantee (or other form of credit support));
- (e) in the case of MLI, a Counterparty Default (as defined in the MLI Short and Leveraged Facility Agreement) and, in the case of CGML, a Counterparty Default (as defined in the CGML Short and Leveraged Facility Agreement); or
- (f) the occurrence of certain events of default under the relevant Security Agreement with it being, *inter alia*, (i) such Commodity Contract Counterparty failing to transfer Collateral to the Collateral Account when due, and (ii) the applicable Security Agreement expiring or terminating or failing or ceasing to be in full force and effect prior to the termination of the relevant Facility Agreement and the relevant Short and Leveraged Facility Agreement and the satisfaction of the obligations detailed in such Security Agreement
- (g) if notice is given to terminate any Guarantee, such termination to become effective less than five days after the date of receipt of the notice, other than where prior to the date of the notice a replacement guarantee (or other form of credit support) acceptable to the Issuer in its sole discretion is provided to the Issuer in lieu of such Guarantee, where such notice is given prior to the satisfaction of all obligations of the Commodity Contract Counterparty under the Facility Agreement to which such Guarantee relates and without the written consent of the Issuer (and this paragraph (g) shall apply *mutatis mutandis* to any replacement guarantee (or other form of credit support))

“Creation Amounts”	means the amounts due to the Issuer pursuant to a Creation Notice
“Creation Limits”	means the limits under the Facility Agreements on creation of Commodity Contracts (and corresponding limits on issue of Micro and Commodity Securities), as set out in Part 4 (<i>Description of Commodity Securities</i>) under the heading “Applications and Redemptions — Creation Limits and Redemption Limit”
“Creation Notice”	means a notice sent by the Issuer to a Commodity Contract Counterparty pursuant to a Facility Agreement creating the Equivalent Number of Commodity Contracts corresponding with the Commodity Securities referred to in such Creation Notice
“CREST”	means the system of paperless settlement of transfers and the holding of securities in Uncertificated Form administered by Euroclear UK & International Limited
“Defaulted Obligation”	means the failure of the Issuer to make or procure any payment in respect of the Redemption of any Micro and Commodity Securities when due, and such failure is not remedied within 48 hours of receipt of notice requiring remedy of the same provided that if the amount paid by a Commodity Contract Counterparty under the terms of a Facility Agreement in respect of a Commodity Contract Termination as a result of such Redemption is subject to any withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any relevant jurisdiction or any political sub-

division thereof or any authority thereof having power to tax, as required by law (as modified by the practice of any relevant governmental revenue authority) then in effect, and that Commodity Contract Counterparty is not obliged under that Facility Agreement to make any additional payment in respect of the withholding or deduction and the net amount is so paid or procured to be paid by the Issuer in respect of that Redemption, that shall not be a Defaulted Obligation

“Designated Contract”

means for each commodity represented in the Bloomberg (BCOM) Commodity Indices and for each Individual Commodity Index, the futures contract series which is used for the calculation of those indices., as set out in Part 3 (*The Bloomberg Commodity Index Family and the Solactive Carbon Emissions Index*) (i) in the cases of the Bloomberg (BCOM) Commodity Indices as set out in the Handbook available at <https://assets.bbhub.io/professional/sites/10/BCOM-Methodology.pdf> (ii) in the case of the Multi-Tenor Index, as set out at <https://data.bloomberglp.com/professional/sites/10/Bloomberg-WTI-Crude-Oil-Multi-Tenor-Index-Methodology.pdf>, and (iii) in the cases of the Solactive Carbon Indices, as set out as set out in Section 2 (*Index Selection*) of the respective Handbook available at <https://www.solactive.com/indices/?se=1&index=DE000SL0GT96#documents> for WisdomTree California Carbon and at <https://www.solactive.com/indices/?se=1&index=DE000SL0CXA2#documents> for WisdomTree Carbon

“Designated Month Contract”

means a futures contract, being a Designated Contract, for delivery in a particular month, which is used for the calculation of the Bloomberg (BCOM) Commodity Indices and the Individual Commodity Indices, as set out in Part 3 (*The Bloomberg Commodity Index Family and the Solactive Carbon Emissions Index*) (i) in the cases of the Bloomberg (BCOM) Commodity Indices as set out in the Handbook available at <https://assets.bbhub.io/professional/sites/10/BCOM-Methodology.pdf>, (ii) in the case of the Multi-Tenor Index, as set out at <https://data.bloomberglp.com/professional/sites/10/Bloomberg-WTI-Crude-Oil-Multi-Tenor-Index-Methodology.pdf> and (iii) in the cases of the Solactive Carbon Indices, as set out in Section 2 (*Index Selection*) of the respective Handbook available at <https://www.solactive.com/indices/?se=1&index=DE000SL0GT96#documents> for WisdomTree California Carbon and at <https://www.solactive.com/indices/?se=1&index=DE000SL0CXA2#documents> for WisdomTree Carbon

“Direct Agreement”

means an agreement entered into between a Commodity Contract Counterparty and an Authorised Participant or a person proposed by the Issuer to become an Authorised Participant

“Directors”

means the directors of the Issuer, being at the date of this Prospectus the persons whose names are listed as such in “Directors, Secretary and Advisers” below

“Documents”

means this document, the Trust Instrument, the Security Deeds, all Authorised Participant Agreements, all Security Assignments, each Facility Agreement, each Security Agreement, each Control Agreement, the Registrar Agreement, the Services Agreement, the Administration Agreement and the Licence Agreements

“Dollar Classic Index Security”	means a Commodity Security of a class specified as such in Part C of Schedule 6 (<i>Classes of Micro and Commodity Securities</i>) to the Trust Instrument, constituted by the Trust Instrument and recorded on the relevant Register. The Dollar Classic Index Securities in existence at the date of the Prospectus are set out in the table in paragraph 5(d) (ISINs and Principal Amounts of the Commodity Securities and the Micro Securities – Dollar Classic Index Securities) of Part 12 (<i>Additional Information</i>)
“Dollar Classic Individual Security”	means a Commodity Security of a class specified as such in Part B of Schedule 6 (<i>Classes of Micro and Commodity Securities</i>) to the Trust Instrument, constituted by the Trust Instrument and recorded on the relevant Register. The Dollar Classic Individual Securities in existence at the date of the Prospectus are set out in the table in paragraph 5(a) (ISINs and Principal Amounts of the Commodity Securities and the Micro Securities – Dollar Classic Individual Securities) of Part 12 (<i>Additional Information</i>)
“Dollar Classic Micro Security”	means a Micro Security of a class specified as such in Part A of Schedule 6 (<i>Classes of Micro and Commodity Securities</i>) to the Trust Instrument, constituted by the Trust Instrument and recorded on the relevant Register. The Dollar Classic Micro Securities in existence at the date of the Prospectus are set out in the table in paragraph 5(h) (ISINs and Principal Amounts of the Commodity Securities and the Micro Securities – Dollar Classic Micro Securities) Part 12 (<i>Additional Information</i>)
“Dollar Commodity Contracts”	means in relation to Dollar Micro Securities of a particular class (or Commodity Securities to the extent they are comprised of Dollar Micro Securities of that class), a contract between the Issuer and a Commodity Contract Counterparty created in accordance with a Facility Agreement and giving rise to matching rights and obligations to such Dollar Micro Securities and includes Dollar Classic Commodity Contracts and Dollar Longer Dated Commodity Contracts
“Dollar Commodity Securities”	means Dollar Individual Securities and Dollar Index Securities and “Dollar Commodity Security” means any of them
“Dollar Index Securities”	means together Dollar Classic Index Securities and Dollar Longer Dated Index Securities and “Dollar Index Security” means any of them
“Dollar Individual Securities”	means together the Dollar Classic Individual Securities and the Dollar Longer Dated Individual Securities
“Dollar Longer Dated Index Security”	means a Commodity Security of a class specified as such in Part F of Schedule 6 (<i>Classes of Micro and Commodity Securities</i>) to the Trust Instrument, constituted by the Trust Instrument and recorded on the relevant Register. The Dollar Longer Dated Index Securities in existence at the date of the Prospectus are set out in the table in paragraph 5(e) (ISINs and Principal Amounts of the Commodity Securities and the Micro Securities – Dollar Longer Dated Index Securities) of Part 12 (<i>Additional Information</i>)
“Dollar Longer Dated Individual Security”	means a Commodity Security of a class specified as such in Part E of Schedule 6 (<i>Classes of Micro and Commodity Securities</i>) to the Trust Instrument, constituted by the Trust Instrument and recorded on the relevant Register. The Dollar Longer Dated Individual Securities in existence at the date of the Prospectus are set out in the table in paragraph 5(c) (ISINs and Principal Amounts of the Commodity Securities and the Micro Securities – Dollar Longer Dated Individual Securities) of Part 12 (<i>Additional Information</i>)

“Dollar Longer Dated Micro Security”	means a Micro Security of a class specified as such in Part D of Schedule 6 (<i>Classes of Micro and Commodity Securities</i>) to the Trust Instrument, constituted by the Trust Instrument and recorded on the relevant Register. The Dollar Longer Dated Micro Securities in existence at the date of the Prospectus are set out in the table in paragraph 5(h) (ISINs and Principal Amounts of the Commodity Securities and the Micro Securities – Dollar Longer Dated Micro Securities) of Part 12 (<i>Additional Information</i>)”
“Dollar Micro and Commodity Securities” or “Dollar Securities”	means Dollar Micro Securities and Dollar Commodity Securities (being Dollar Individual Securities and Dollar Index Securities) and “Dollar Micro or Commodity Securities” or “Dollar Security” means any of them
“Dollar Micro Securities”	means Dollar Classic Micro Securities and Dollar Longer Dated Micro Securities and “Dollar Micro Security” means any of them
“ECIPs”	means, with respect to a Bloomberg (BCOM) Commodity Index, the effective percentage weights of the constituent commodities in that Bloomberg (BCOM) Commodity Index from time to time as published by Bloomberg and/or UBS Securities (or as determined by the Calculation Agent for the purposes of one or more Facility Agreements if no such percentage weights have been so published)
“EC Treaty”	means the Treaty establishing the European Community (signed in Rome on March 25, 1957), as amended by the Treaty on European Union (signed in Maastricht on February 7, 1992) and as amended by the Treaty of Amsterdam (signed in Amsterdam on October 2, 1997), as further amended from time to time
“Eligible Equities”	in relation to any Security Agreement or Control Agreement has the meaning given to that expression in the relevant Security Agreement, being common or preferred shares that are constituents of the indices set out in the relevant Control Agreement or global depositary receipts whose underlying common or preferred shares are constituents of such indices
“Eligible Money Market Funds”	<p>means securities in the form of redeemable securities in a pooled investment fund representing the security-holder’s proportional interest in the fund’s net assets and that are issued and redeemed only on the basis of the market value of the fund’s net assets prepared each business day after the security-holder makes its investment commitment or redemption request to the fund, if:</p> <p>(a) the fund’s investments are limited to the following:</p> <ul style="list-style-type: none"> i securities that are issued by, or unconditionally guaranteed as to the timely payment of principal and interest by, the U.S. Department of the Treasury, and immediately-available cash funds denominated in US Dollars; or ii securities denominated in a common currency and issued by, or fully guaranteed as to the payment of principal and interest by, the European Central Bank or an Eligible Sovereign Entity that is assigned no higher than a 20 per cent. risk weight under the capital rules applicable to swap dealers subject to regulation by a prudential regulator, and immediately-available cash funds denominated in the same currency; and iii assets of the fund may not be transferred through securities lending, securities borrowing, repurchase agreements, reverse repurchase agreements, or other means that involve the fund having rights to acquire the same or similar assets from the transferee

“Eligible Sovereign Entity”	means a national bond or government agency bond issuer which is incorporated or established in one of the following countries: (a) G10: Belgium, Canada, France, Germany, Italy, Japan, Netherlands, Sweden, Switzerland, United Kingdom, USA; and (b) Non-G10: Austria, Australia, Denmark, Finland, Luxembourg, New Zealand, Norway, Portugal, Spain
“Equivalent Number”	means in relation to the issue and redemption of Commodity Securities the numbers and classes of Commodity Contracts equal to the number and classes of Micro Securities comprised in the Commodity Securities in question
“ESES”	means Euroclear Settlement for Euronext-zone Securities
“ETFSL”	means ETFS Capital Limited, a company incorporated and registered in Jersey, with registered number 88370
“EU Benchmarks Regulation”	means Regulation (EU) 2016/1011 of the European Parliament and of the Council on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds
“EUA” or “EU Emissions Allowance”	means an "allowance" as defined in Directive 2003/87/EC of the European Parliament and of the Council of 13 October 2003 as amended from time to time that has been issued by a competent authority pursuant to Article 11(4) of such Directive
“EU ETS”	means the scheme for transferring EU Emissions Allowances established pursuant to Directive 2003/87/EC of the European Parliament and of the Council of 13 October 2003 and EU Commission Regulation (EU) No 389/2013 of 2 May 2013, each as amended from time to time and as implemented by the national laws of member states
“Euro” or “Eur” or “€”	means the lawful currency of the member states of the European Union that adopt the single currency in accordance with the EC Treaty
“Euro Classic Individual Security”	means a Commodity Security of a class specified as such in Part H of Schedule 6 (<i>Classes of Micro and Commodity Securities</i>) to the Trust Instrument, constituted by the Trust Instrument and recorded on the relevant Register. The Euro Classic Individual Securities in existence at the date of the Prospectus are set out in the table in paragraph 5(b) (ISINs and Principal Amounts of the Commodity Securities and the Micro Securities – Euro Classic Individual Securities) of Part 12 (<i>Additional Information</i>)
“Euro Classic Micro Security”	means a Micro Security of a class specified as such in Part G of Schedule 6 (<i>Classes of Micro and Commodity Securities</i>) to the Trust Instrument, constituted by the Trust Instrument and recorded on the relevant Register. The Euro Classic Micro Securities in existence at the date of the Prospectus are set out in the table in paragraph 5(g) (ISINs and Principal Amounts of the Commodity Securities and the Micro Securities – Euro Classic Micro Securities) of Part 12 (<i>Additional Information</i>)
“Euro Commodity Contracts”	means in relation to Euro Micro Securities of a particular class (or Euro Individual Securities to the extent they are comprised of Euro Micro Securities of that class), a contract between the Issuer and a Commodity Contract Counterparty created in accordance with a Facility Agreement and giving rise to matching rights and obligations to such Euro Micro Securities
“Euro Commodity Security”	has the same meaning as “Euro Classic Individual Security”

“Euro Individual Security”	has the same meaning as “Euro Classic Individual Security”
“Euro Micro and Commodity Securities” or “Euro Securities”	means together Euro Micro Securities and Euro Individual Securities and “Euro Micro or Commodity Securities” or “Euro Security” means any of them
“Euro Micro Security”	has the same meaning as “Euro Classic Micro Security”
“Euronext Dublin”	means the Irish Stock Exchange plc trading as Euronext Dublin
“Ex Classic Index Securities”	means the WisdomTree Broad Commodities Ex-Agriculture & Livestock Index Securities, the WisdomTree Broad Commodities Ex-Industrial Metals Index Securities, the WisdomTree Broad Commodities Ex-Precious Metals Index Securities, the WisdomTree Broad Commodities Ex-Agriculture Index Securities, the WisdomTree Broad Commodities Ex-Livestock Index Securities, the WisdomTree Broad Commodities Ex-Softs Index Securities, the WisdomTree Broad Commodities Ex-Grains Index Securities and the WisdomTree Broad Commodities Ex-Petroleum Index Securities
“Exchange”	means CBOT, CME, COMEX, LME, ICE Futures U.S. or NYMEX, as the case may be, and “Exchanges” means all of them
“Exchange Regulations”	means the rules, regulations, contract terms and conditions adopted by the Exchanges from time to time
“Exempt Person”	means a person who, in entering into and performing the terms of an Authorised Participant Agreement, is acting in the course of a business comprising a regulated activity in relation to which it is exempt from the need to be an Authorised Person as a result of a provision of the FSMA or associated secondary legislation
“Extended Voluntary Rebalancing”	means a Voluntary Rebalancing which the Issuer has determined should be conducted over the same days as if a Required Rebalancing was occurring in that month
“Extraordinary Resolution”	means in respect of a particular type or particular types taken together of Micro and Commodity Securities either (a) a resolution passed at a duly convened meeting of the holders of Micro and Commodity Securities of such type or types and carried by a majority consisting of the holders of not less than 75 per cent. by Price (or if no Price was determined on the day of that meeting, the most recently determined Price) of the Micro and Commodity Securities of such type or types voting on such resolution or (b) a resolution in writing of holders of such type or types of Micro and Commodity Securities holding not less than 75 per cent. by Price (as at the date of the last signature (or if no Price was determined on that date, the most recently determined Price)) of such type or types of Micro and Commodity Securities, and in the cases of (a) and (b) where so provided for in the Trust Instrument or the Conditions, holders of Index Securities or Individual Securities may for these purposes be treated as holders of the relevant type or types of Micro Securities comprised therein
“Facility Agreement”	means the agreements of that name between the Issuer and different Commodity Contract Counterparties providing for the creation and termination of Commodity Contracts thereunder including the MLI Facility Agreement and the CGML Facility Agreement
“FCA”	means the Financial Conduct Authority of the United Kingdom

“FCA Glossary”	means the glossary giving the meaning of the defined expressions used in the FCA Handbook
“FCA Handbook”	means the FCA’s Handbook of Rules and Guidance as amended
“Final Terms”	means a document constituting “final terms” relating to an issue of Micro and Commodity Securities in or substantially in the form annexed hereto and for final terms delivered to the Central Bank or any other party for use in a Europe Economic Area State means final terms within the meaning of the Prospectus Regulation and for final terms delivered to the FCA or any other party for use in the United Kingdom means final terms within the meaning of the Prospectus Regulation Rules.
“FSMA”	means Financial Services and Markets Act 2000 of the United Kingdom
“Full Pricing Day”	means a day which is a Pricing Day in respect of all Individual Commodity Indices
“General Trading Day”	means a “Business Day” as defined in the Handbook from time to time (and meaning in the case of Bloomberg-linked Micro and Commodity Securities and Bloomberg-linked Commodity Contracts as at the date of the Trust Instrument “any day on which the sum of the CIPs for those Index Commodities that are open for trading is greater than 50 per cent.” where “Index Commodities” has the meaning given to it in the Handbook)
“Guarantee”	means in respect of any Commodity Contract Counterparty, any guarantee or other credit support agreement that may be provided by a guarantor or other credit support provider in respect of such Commodity Contract Counterparty’s obligations under the relevant Facility Agreement insofar as it relates to the Pool and in respect of MLI includes the BAC Guarantee and in respect of CGML includes the Citigroup Guarantee. References in this Prospectus to ‘ Guarantees ’ are to the BAC Guarantee and the Citigroup Guarantee
“Guarantor”	means in respect of any Commodity Contract Counterparty, any guarantor or other credit support provider who has entered into a Guarantee in respect of such Commodity Contract Counterparty’s obligations under the relevant Facility Agreement insofar as it relates to the relevant Pool
“Handbook”	means: <ul style="list-style-type: none"> (i) in the case of Bloomberg-linked Micro and Commodity Securities and Bloomberg-linked Commodity Contracts, the document entitled “Index Methodology – The Bloomberg Commodity Index Family” which sets out the methodology for calculation of the Bloomberg Commodity IndexSM, the Bloomberg Commodity Index 3 Month ForwardSM and the Individual Commodity Indices, prepared and as amended from time to time by Bloomberg, a copy of which, as at the date of this Prospectus, can be obtained from the following address: https://www.bloomberg.com/professional/product/indices/bloomberg-commodity-index-family/ and includes the document entitled “Index Methodology –Bloomberg WTI Crude Oil Multi-Tenor Index” prepared and as amended, varied, supplemented or replaced from time to time by the applicable Index Administrator; (ii) in the case of Solactive-linked Euro Micro and Commodity Securities and Solactive-linked Euro Commodity Contracts, the document called “Index Guideline - Solactive Carbon Emission Allowances Rolling Futures Index” prepared and as amended, varied, supplemented or replaced from time to time by the applicable Index Administrator; and

	(iii) in the case of Solactive-linked Dollar Micro and Commodity Securities and Solactive-linked Dollar Commodity Contracts, the document called “Index Guideline - Solactive California Carbon Rolling Futures ER Index - Solactive California Carbon Rolling Futures TR Index” prepared and as amended, varied, supplemented or replaced from time to time by the applicable Index Administrator
“Hedge Roll Day”	means each of the fifth to ninth (inclusive) General Trading Days of each Month, <i>provided that</i> if in respect of any one or more Individual Commodity Indices any Hedge Roll Day for Micro Securities of that class is not a Pricing Day for such Individual Commodity Index or is a Market Disruption Day for such Individual Commodity Index, the next following Pricing Day for each such Individual Commodity Index that is not such a Market Disruption Day (each an “Additional Hedge Roll Day”) shall also be a Hedge Roll Day for Micro Securities of that class
“Hedging Disruption Event”	means an event, circumstance or cause that a Commodity Contract Counterparty reasonably and in good faith determines has had or would reasonably be expected to have a materially adverse effect on that Commodity Contract Counterparty’s ability to hedge its positions in connection with the relevant Facility Agreement or Commodity Contracts of the relevant class, including, without limitation, any limitation or prohibition associated with acquiring, establishing, re-establishing, substituting, maintaining, unwinding or disposing of any hedging transaction in connection with the relevant Facility Agreement or such Commodity Contracts, in each case whether due to market illiquidity, position limits in respect of any futures contract, illegality, the adoption of or change in any law or other regulatory instrument, lack of availability of hedging transaction market participants or the occurrence or existence of any other circumstance or event
“HoldCo”	means WisdomTree Holdings Jersey Limited, a company incorporated and registered in Jersey, with registered number 106817
“holding company”	has the meaning given to that term in section 1159 of the Companies Act 2006 of the United Kingdom
“ICE”	means the Intercontinental Exchange, Inc.
“ICE Futures U.S.”	means ICE Futures U.S. (formerly the New York Board of Trade (NYBOT)), a subsidiary of ICE
“Index Administrator”	means in relation to Micro Securities of a particular class (or Commodity Securities to the extent they are comprised of Micro Securities of that class) the entity specified as such in relation to such class in Schedule 6 (<i>Classes of Micro and Commodity Securities</i>) to the Trust Instrument, and as also set out in the tables in paragraph 5 (ISINs and Principal Amounts of the Commodity Securities and the Micro Securities) of Part 12 (<i>Additional Information</i>), and in each case includes their respective Affiliates, successors and assignees
“Index Securities”	means Classic Index Securities and Longer Dated Index Securities and “Index Security” means any of them
“Individual Commodity Index”	means an index for an individual commodity (as adjusted through the addition or removal of other Individual Commodity Indices), as calculated and published by the applicable Index Administrator from time to time, in each case more information on which is set out in Part 4 (<i>Description of Commodity Securities</i>) and in relation to a class of Micro Securities (and the corresponding class of Commodity Contracts) means the Individual Commodity Index specified in relation to such class in the Sixth Schedule (<i>Classes of Micro and Commodity Securities</i>) to the Trust Instrument

“Individual Securities”	means Classic Individual Securities and Longer Dated Individual Securities and the Euro Individual Securities and Individual Security means any of them
“Insolvency Event”	means, in relation to a person other than the Issuer, such person (1) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (2) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (3) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (4) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (A) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (B) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof; (5) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (6) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (7) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter; (8) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in (1) to (7) above (inclusive); or (9) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts
“Investment Company Act”	means the Investment Company Act of 1940 of the United States
“Issuer”	means WisdomTree Commodity Securities Limited, a company incorporated and registered in Jersey with registered number 90959
“Issuer Business Day”	means a day which is both a General Trading Day and a London Business Day
“Issuer Insolvency Event”	means the Issuer (1) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (2) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (3) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (4) has a declaration made against it declaring the assets of the Issuer <i>en désastre</i> pursuant to the Bankruptcy (Désastre) (Jersey) Law 1990, as amended; (5) institutes or has instituted against it any other proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (A) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (B) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof; (6) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (7) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (8) has a secured party take possession of all or

substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter; (9) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (1) to (8) (inclusive); or (10) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts; *provided that* no action taken by the Trustee in respect of the Issuer shall constitute an Issuer Insolvency Event save where acts of the Trustee fall within one or more of (1) to (9) above and are taken in respect of security taken over Commodity Contracts, a Facility Agreement or a Guarantee

“Jersey”	means the Island of Jersey, Channel Islands
“KS Micro Securities”	means the Kansas Wheat Micro Securities, the Soybean Meal Micro Securities, the Kansas Wheat Longer Dated Micro Securities and the Soybean Meal Longer Dated Micro Securities
“KS Securities”	means the WisdomTree Kansas Wheat Individual Securities, the WisdomTree Soybean Meal Individual Securities, the WisdomTree Kansas Wheat Longer Dated Individual Securities and the WisdomTree Soybean Meal Longer Dated Individual Securities
“Lead Future”	means for each Individual Commodity Index and each Trading Day, the particular futures contract which is the “Lead Future” or “Lead Contract” or “Active Contract” (each as defined in the relevant Handbook) for that Individual Commodity Index
“Licence Agreements”	means (i) the licence agreement dated as of 13 February 2018 between Bloomberg Finance L.P., UBS Securities and ManJer, under which Bloomberg and UBS Securities have granted to ManJer and the Issuer the right to use and refer to the Bloomberg (BCOM) Commodity Indices, and certain intellectual property of Bloomberg and UBS Securities, in relation to (<i>inter alia</i>) Bloomberg-linked Micro and Commodity Securities and (ii) the licence agreement dated as of 10 June 2021 between Solactive AG and ManJer, under which Solactive has granted to ManJer and the Issuer the right to use and refer to the Solactive Carbon Emissions Index and the Solactive California Carbon Emissions Index and certain intellectual property of Solactive, in relation to (<i>inter alia</i>) Solactive-linked Micro and Commodity Securities and “ Licence Agreement ” means either of them
“Licence Allowance”	means the amount payable by the Issuer to ManJer to be applied in paying fees to the Index Administrators under the Licence Agreements, as set out in Part 1 (<i>General</i>) under “Management Fee and Licence Allowance”, as that amount may be adjusted from time to time
“Listing”	means the admission of a particular type of Micro and Commodity Securities to the UK Official List in accordance with the Listing Rules and admission of a particular type of Micro and Commodity Securities to trading on the London Stock Exchange’s market for listed securities (or any of such markets if the London Stock Exchange has at any time more than one such market) becoming effective
“Listing Failure”	means the refusal of the FCA to admit to the UK Official List any Micro or Commodity Securities issued or to be issued under the Programme

“Listing Failure Date”	means the day which was or would have been the date on which payment would have been made for Commodity Contracts pursuant to the terms of the relevant Facility Agreement corresponding to the Micro or Commodity Securities in respect of which a Listing Failure has occurred
“Listing Rules”	means the Listing Rules of the FCA from time to time, made under section 73A of the FSMA
“LME”	means The London Metal Exchange Limited and its subsidiaries and affiliates
“London Business Day”	means a day (other than a Saturday or a Sunday) on which banks are open for the transaction of general business in London
“London Stock Exchange”	means London Stock Exchange plc or its market for listed securities (or any of such markets if the London Stock Exchange has at any time more than one such market), as the context may require
“Longer Dated Commodity Contract”	means in relation to Longer Dated Micro Securities of a particular class (or Longer Dated Commodity Securities to the extent they are comprised of Longer Dated Micro Securities of that class), a contract between the Issuer and a Commodity Contract Counterparty created in accordance with a Facility Agreement and giving rise to matching rights and obligations to such Longer Dated Micro Securities
“Longer Dated Commodity Securities”	means Longer Dated Individual Securities and Longer Dated Index Securities and “Longer Dated Commodity Security” means any of them
“Longer Dated Index Security”	has the same meaning as “Dollar Longer Dated Index Security”
“Longer Dated Individual Security”	has the same meaning as “Dollar Longer Dated Individual Security”
“Longer Dated Micro and Commodity Securities” or “Longer Dated Securities”	means Longer Dated Micro Securities and Longer Dated Commodity Securities (being Longer Dated Individual Securities and Longer Dated Index Securities) and “Longer Dated Micro or Commodity Securities” or “Longer Dated Security” means any of them
“Longer Dated Micro Security”	has the same meaning as “Dollar Longer Dated Micro Security”
“Main Market”	means the Main Market of the London Stock Exchange
“Management Fee”	means the management fee payable by the Issuer to ManJer in consideration for the provision by ManJer of all management and administration services in relation to the Programme, as set out in Part 1 (<i>General</i>) under “Management Fee and Licence Allowance”, as that amount may be adjusted from time to time
“ManJer”	means WisdomTree Management Jersey Limited, a company incorporated and registered in Jersey on 16 November 2010, with registered number 106921
“Market Disruption Day”	means, in respect of an Individual Commodity Index, a Trading Day on which a Market Disruption Event occurs or is continuing, in the Relevant Market on the Relevant Exchange for that Individual Commodity Index

“Market Disruption Event”	means, in respect of a particular Individual Commodity Index, any of the following events: <ul style="list-style-type: none"> (a) the Relevant Exchange fails to determine, announce or publish the relevant Settlement Price(s); or (b) the termination or suspension of, or material limitation or disruption in the trading of, any Lead Future or Next Future used in the calculation of an Individual Commodity Index; or (c) the Settlement Price of the Lead Future or Next Future used in the calculation of the Individual Commodity Index reflects the maximum permitted price change (as set from time to time by the Relevant Exchange for that Lead Future or Next Future) from the previous day’s Settlement Price
“Micro and Commodity Securities”	means Micro Securities, Index Securities and Individual Securities and “Micro or Commodity Securities” means any of them
“Micro Securities”	means Classic Micro Securities and Longer Dated Micro Securities and “Micro Security” means any of them
“MiFID II”	means EU Directive 2014/65/EU (the Markets in Financial Instruments Directive), as amended
“Minimum Creation Amount”	means the minimum amount stipulated under the Facility Agreements for creation of Commodity Contracts (and the corresponding minima on the issue of Commodity Securities), as set out under the heading “Applications and Redemptions – Application Processes” in Part 4 (<i>Description of Commodity Securities</i>)
“MLI”	means Merrill Lynch International, a company incorporated and registered in England and Wales with number 2312079 whose registered office is at 2 King Edward Street, London EC1A 1HQ, United Kingdom and includes its successors and assigns
“MLI Capital Adjustment Agreement”	means the agreement entitled “Capital Adjustment Agreement relating to Classic and Longer Dated Commodity Contracts” dated 29 June 2017 between the Issuer and MLI
“MLI Control Agreement”	means the collateral account control agreement entered into between the Issuer, MLI and the Securities Intermediary dated 29 June 2017
“MLI Facility Agreement”	means the Facility Agreement dated 29 June 2017 between the Issuer and MLI
“MLI Security Agreement”	means the security agreement dated as of 29 June 2017 which is in relation to and supplements the MLI Facility Agreement and the MLI Short and Leveraged Facility Agreement
“MLI Short and Leveraged Facility Agreement”	means the agreement dated 29 June 2017 between the Issuer and MLI entitled “MLI Facility Agreement relating to Short and Leveraged Commodity Contracts”
“month”	means calendar month
“Moody’s”	means Moody’s Investors Service Inc. (or any successor to the ratings business thereof)
“Multi-Tenor Index”	means the Bloomberg WTI Crude Oil Multi-Tenor Excess Return Index (BBG Index Ticker: BCLMTER Index)

“Multiplier”	means the number determined in accordance with Condition 6
“New York Business Day”	means a day (other than a Saturday or a Sunday) on which banks are open for the transaction of general business in New York
“Next Future”	means for each Individual Commodity Index and each Trading Day, the particular futures contract which is the “Next Future” or “Next Contract” or “Next Active Contract” (each as defined in the relevant Handbook) for that Individual Commodity Index on that Trading Day
“Notice Deadline”	means, on a General Trading Day, the earlier of 2.30 p.m. or such other time determined by the Issuer as the Notice Deadline in respect of a particular General Trading Day or generally
“NYMEX”	means New York Mercantile Exchange, Inc., including its wholly owned subsidiary Commodity Exchange Inc.
“Official List”	means the official list maintained by Euronext Dublin
“Original Index”	the Bloomberg WTI Crude Oil Sub-Index SM (BBG Index Ticker: BCOMCL Index)
“outstanding”	<p>means in relation to each type of Micro or Commodity Securities, all the Micro or Commodity Securities of that type issued and in respect of which there is for the time being an entry in the Register other than:</p> <ul style="list-style-type: none"> (a) Micro or Commodity Securities which have been redeemed and cancelled pursuant to the Trust Instrument; and (b) Micro or Commodity Securities which have been purchased and cancelled pursuant to the Trust Instrument; <p>PROVIDED THAT for the purpose of the right to attend and vote at any meeting of the Security Holders or any of them and certain other purposes of the Trust Instrument, Micro and Commodity Securities (if any) which are for the time being held by, for the benefit of, or on behalf of, (A) the Issuer, (B) a Commodity Contract Counterparty, (C) ETFSL or a Guarantor, (D) any subsidiary of the Issuer or of a Commodity Contract Counterparty, (E) any individual Controller of the Issuer or Guarantor or (F) any person controlled by any such persons listed in (A) to (E) above shall (unless and until ceasing to be so held) be deemed not to remain outstanding and accordingly the holders of such Micro and Commodity Securities shall be deemed not to be Security Holders</p>
“Overseas Person”	means a person whose activities are not subject to the prohibition in Section 19 of the FSMA by virtue of its not carrying on such activities in the United Kingdom, whose head office is situated outside the United Kingdom and whose ordinary business involves carrying on activities of the kind specified by any of articles 14, 21, 25, 37, 40, 45, 51, 52 and 53 or, so far as relevant to any of those articles, article 64 of the RAO (or would do so apart from any exclusion from any of those articles made by the RAO)
“Pool”	means a separate fund or pool to which Micro Securities of a particular class (and Commodity Securities to the extent that they are comprised of that class of Micro Securities) are attributable
“Pool Factor”	means at any time in respect of any Pool and the Micro Securities and Individual Securities and Index Securities (to the extent that they comprise Micro Securities of that class) attributable to that Pool the number determined as at that time in accordance with Conditions 5.4 and 20.3 and more information on which is set out under the heading “Consolidation and Division of Micro and Commodity Securities” in Part 4 (<i>Description of Commodity Securities</i>)

“Price”	<p>means:</p> <p>(a) for a Micro Security or a class of Micro Securities, the price determined in accordance with Condition 5; and</p> <p>(b) for a Commodity Security or type of Commodity Securities, the sum of the Prices of each and every Micro Security comprised in that Commodity Security or that type of Commodity Securities;</p> <p>and “Pricing” (other than when used in the terms Pricing Date and Pricing Day) shall be construed accordingly</p>
“Pricing Day”	means, for each class of Micro Securities, a Trading Day for the Individual Commodity Index applicable to that class of Micro Securities that is not a Market Disruption Day for that Individual Commodity Index (other than a Market Disruption Day for which a substitute value for that Individual Commodity Index is determined by the Calculation Agent in accordance with the provisions of the Facility Agreements)
“Pricing Notice”	means a Redemption Form or a Withdrawal Notice
“Principal Amount”	in respect of each Micro Security and each Individual Security means the amount specified as such in respect of such Micro Security or Individual Security as set out in paragraph 5 of Part 12 (<i>Additional Information</i>) and in respect of each Index Security means the amount specified as such in respect of such Index Security subject to adjustment on Rebalancing as provided for in the Conditions, currently being as set out in paragraph 5 of Part 12 (<i>Additional Information</i>)
“Programme”	means the programme for the issuance of Commodity Securities described in this Prospectus
“Prohibited Benefit Plan Investor”	means any “employee benefit plan” within the meaning of section 3(3) of the United States Employee Retirement Income Security Act of 1974, as amended (“ ERISA ”), subject to Part 4. Subtitle B of Title I of ERISA, any “plan” to which section 4975 of the United States Internal Revenue Code of 1986, (the “ Code ”) applies (collectively, “ Plans ”), any entity whose underlying assets include “plan assets” of any of the foregoing Plans within the meaning of 29 C.F.R. Section 2510.3-101 or section 3(42) of ERISA, as they may be modified, by reason of a Plan’s investment in such entity, any governmental or church plan that is subject to any United States federal, state or local law that is similar to the prohibited transaction provisions of ERISA or Section 4975 of the Code, or any person who holds Micro or Commodity Securities on behalf of, for the benefit of or with any assets of any such Plan or entity
“Prohibited US Person”	means a US Person who is not a Qualified Purchaser, or any person who holds Commodity Securities for the benefit of a US Person who is not a Qualified Purchaser
“Prospectus”	means this base prospectus of the Issuer
“Prospectus Directive”	means Directive 2003/71/EC of the European Parliament and the European Council
“Prospectus Regulation”	means Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 (as amended)
“Prospectus Regulation Rules”	means the prospectus regulation rules of the FCA from time to time, made under sections 73A and 84 of FSMA
“Qualified Purchaser”	means a “qualified purchaser” as defined under the Investment Company Act

“RAO”	means the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (as amended, modified or re-enacted from time to time) made under the FSMA
“Rebalancing”	means an adjustment to the number (and if applicable classes) of Micro Securities comprised in an Index Security and the Principal Amount of an Index Security, in accordance with Condition 14 and more information on which is set out in Part 4 (<i>Description of Commodity Securities</i>) under the heading “Rebalancing of Index Securities”
“Rebalancing Calculation Date”	means, for a Required Rebalancing and for an Extended Voluntary Rebalancing, the fourth General Trading Day of the month in which the Rebalancing is to be effected (or, if that day is not a Full Pricing Day, the first prior Full Pricing Day); and for any other Voluntary Rebalancing, the first General Trading Day following the last Hedge Roll Day of the relevant month
“Redemption”	means the redemption of Micro and Commodity Securities by the Issuer in accordance with the Conditions (and “ Redeem ” shall be construed accordingly)
“Redemption Amount”	means the amount payable by the Issuer to the Security Holder upon the Redemption of Micro and Commodity Securities, as may be reduced for any withholdings or deductions for or on account of tax as set out in Condition 10.5
“Redemption Fee”	means the fee payable by a Security Holder upon Redemption of Micro and Commodity Securities in accordance with Condition 11 and on which more information can be found under the heading “Application Fees and Redemption Fees” in Part 4 (<i>Description of Commodity Securities</i>)
“Redemption Form”	means an Agreed Redemption Form or a Settlement Redemption Form in the form prescribed from time to time by the Issuer and in accordance with the Conditions, as the case may be
“Redemption Instructions”	means the instructions provided by a Security Holder redeeming Micro and Commodity Securities to the Registrar in a form approved by the Issuer
“Redemption Limits”	means the limits on Redemption set out in Condition 8.7 and on which more information is set out in Part 4 (<i>Description of Commodity Securities</i>) under the heading “Applications and Redemptions — Creation Limits and Redemption Limit”
“Redemption Payment Date”	means: <ul style="list-style-type: none"> (a) in the case of a Redemption pursuant to a Settlement Redemption Form, the second London Business Day following such Pricing Date, <i>provided that</i> if either that day or the preceding London Business Day is not also a New York Business Day then the Redemption Payment Date shall be on the Business Day next following the day that would have been the Redemption Payment Date but for this proviso; or (b) in the case of a Redemption pursuant to an Agreed Redemption Form, the London Business Day specified for such payment in that form; <i>provided that</i> the date so specified shall be not earlier than one London Business Day following the day upon which that form was deemed to have been received by the Issuer; or

- (c) in the case of a Redemption in accordance with a Listing Failure, the second London Business Day following the relevant Listing Failure Date; *provided that* if either that day or the preceding London Business Day is not also a New York Business Day then the Redemption Payment Date shall be on the Business Day next following the day that would have been the Redemption Payment Date but for this proviso, or such other Business Day as may be agreed by the relevant Commodity Contract Counterparty and the Authorised Participant who submitted the relevant Redemption Form; or
- (d) in the case of a Redemption following the nomination of a Compulsory Redemption Date, the London Business Day which is the second London Business Day following such last Pricing Date, *provided that* if either that day or the preceding London Business Day is not also a New York Business Day then the Redemption Payment Date shall be on the Business Day next following the day that would have been the Redemption Payment Date but for this proviso

“Registered Address”	means, in relation to a Security Holder, the address recorded in the Register for that Security Holder or where there is more than one Security Holder registered in respect of any Micro and Commodity Securities, the address recorded in the Register for the first named Security Holder in respect of those Micro and Commodity Securities
“Registers”	means the registers of Security Holders of each type kept and maintained by the Registrar and “Register” shall be construed accordingly
“Registrar”	means Computershare Investor Services (Jersey) Limited or such other person as may be appointed by the Issuer from time to time to maintain the Registers
“Registrar Agreement”	means the registrar agreement dated 14 December 2012 between the Registrar, the Issuer and the Trustee
“Regulated Market”	means a regulated market for the purposes of MiFID II, as amended
“Regulations”	means the Companies (Uncertificated Securities) (Jersey) Order 1999 including any modifications thereto or any regulations in substitution therefor made and for the time being in force which, <i>inter alia</i> , enable title to Classic and Longer Dated Commodity Securities to be evidenced otherwise than by a certificate and transferred otherwise than by a written instrument
“Relevant Commodity Index”	means in the case of Bloomberg-linked Classic Commodity Contracts and Bloomberg-linked Classic Securities the Bloomberg Commodity Index SM and in the case of Bloomberg-linked Longer Dated Commodity Contracts and Bloomberg-linked Longer Dated Securities the Bloomberg Commodity Index 3 Month Forward SM
“Relevant Currency”	<p>means in relation to any Micro or Commodity Security or Commodity Contract, the currency in which that Micro or Commodity Security or Commodity Contract is denominated being:</p> <ul style="list-style-type: none"> (a) in the case of a Dollar Security or a Dollar Commodity Contract, US Dollars; and (b) in the case of a Euro Security or a Euro Commodity Contract, Euro

“Relevant Exchange”	means, for each Individual Commodity Index, the futures exchange on which is traded the futures contract by reference to the prices of which that Individual Commodity Index is calculated. and on which more information is set out in Part 3 (<i>The Bloomberg Commodity Index Family and the Solactive Carbon Emissions Index</i>) under the heading “Designated Contracts” as set out in the Handbook available at https://assets.bbhub.io/professional/sites/10/BCOM-Methodology.pdf , or, in the case of the Multi-Tenor Index, as set out at https://data.bloomberglp.com/professional/sites/10/Bloomberg-WTI-Crude-Oil-Multi-Tenor-Index-Methodology.pdf or, in the case of the Solactive Emissions Indices, as described in Part 3 (<i>The Bloomberg Commodity Index Family and the Solactive Carbon Emissions Index</i>) and in Section 1.4 (<i>Prices And Calculation Frequency</i>) of the respective Handbook available at https://www.solactive.com/indices/?se=1&index=DE000SL0GT96#documents for WisdomTree California Carbon and at https://www.solactive.com/indices/?se=1&index=DE000SL0CXA2#documents for WisdomTree Carbon
“Relevant Market”	means, in respect of an Individual Commodity Index, the futures exchange on which is traded the futures contract by reference to the prices of which that Individual Commodity Index is calculated
“Required Rebalancing”	means, with respect to an Index Security, a Rebalancing necessitated by and carried out in conjunction with a rebalancing of the Relevant Commodity Index
“Required Security Document”	means, with respect to an Authorised Participant Agreement and a Commodity Contract Counterparty, each security that the relevant Commodity Contract Counterparty requires the Issuer to execute over the Property to be Assigned (as defined in the Conditions) in favour of the relevant Commodity Contract Counterparty as security for the Secured Obligations (which may include, but shall not be limited to, a Security Assignment), having regard to the jurisdiction of incorporation of the Authorised Participant (or proposed Authorised Participant) or of the branch through which such person is acting for the purposes of such Authorised Participant Agreement (as the case may be)
“RIS”	means a Regulatory Information Service (as defined for the purposes of the Listing Rules) from time to time chosen by the Issuer
“Roll Period”	means the dates on which for the purposes of calculating the Bloomberg Commodity Index SM and related indices the futures contracts used are “rolled” from the Lead Future to the Next Future in accordance with the Handbook, normally being in respect of a month each of the sixth to tenth (inclusive) General Trading Days of that month
“S&P”	means S&P Global Ratings (formerly known as Standard & Poor’s Rating Services), a division of S&P Global, Inc. (or any successor to the ratings business thereof)
“Secured Obligations”	means: <ul style="list-style-type: none"> (a) all present and future obligations (which, for the avoidance of doubt, are all limited recourse obligations) of the Issuer to the relevant Commodity Contract Counterparty on account of Creation Amounts and interest thereon; and (b) all losses, damages, legal and other costs, charges and expenses sustained, suffered or incurred by the relevant Commodity Contract Counterparty arising out of or in connection with any act, matter or thing done or omitted to be done by the Issuer under the Facility Agreement or the Security Assignment

“Secured Property”	means (in respect of Micro Securities of any class and of Commodity Securities to the extent that the amount payable on Redemption of such Commodity Securities is calculated by reference to Micro Securities of the corresponding class) all rights of the Issuer under the corresponding Facility Agreement(s), Commodity Contracts, any Guarantee, the Security Agreement and the Control Agreement to the extent that they apply to payments due in respect of Micro and Commodity Securities of that type, or any part thereof, and which are subject to the security created in favour of the Trustee pursuant to the applicable Security Deed
“Securities Act”	means the Securities Act of 1933 of the United States
“Security”	means in respect of each Pool the security constituted by the applicable Security Deed
“Security Agreement”	means, in relation to any Facility Agreement in respect of which the Commodity Contract Counterparty enters into a security agreement supplemental to that Facility Agreement, such security agreement and includes the MLI Security Agreement and the CGML Security Agreement
“Security Assignment”	means, in respect of each Authorised Participant Agreement and each Commodity Contract Counterparty, the Security Assignment pertaining to that Authorised Participant Agreement as it applies in relation to that Commodity Contract Counterparty entered into between the Issuer and the relevant Commodity Contract Counterparty and securing the Secured Obligations of the Issuer to that Commodity Contract Counterparty
“Security Conditions”	means, with respect to a proposed Authorised Participant and a Commodity Contract Counterparty, that (a) each Required Security Document with respect to the relevant Authorised Participant Agreement and Commodity Contract Counterparty has been duly executed by the Issuer, (b) notice (duly executed by the Issuer) of each such Required Security Document has been duly given by the Issuer to such proposed Authorised Participant and (c) such proposed Authorised Participant has executed an acknowledgement of such notice in favour of the relevant Commodity Contract Counterparty
“Security Deed”	means in respect of each Pool and the corresponding class of Commodity Contracts, the security deed pertaining to that Pool entered into between the Issuer and the Trustee
“Security Holder”	means a registered holder of Micro or Commodity Securities
“Services Agreement”	means the Services Agreement dated 14 December 2012 between ManJer and the Issuer providing for certain services to be provided by ManJer to the Issuer in relation to Micro and Commodity Securities
“Settlement Foreign Exchange Rate”	in respect of a class of Euro Commodity Contracts and any day, means the WM/Refinitiv Rate for that day, <i>provided that</i> if for any reason such WM/Refinitiv Rate is not available, the Settlement Foreign Exchange Rate for that class and that day shall be the rate determined by the Calculation Agent for the purposes of the Facility Agreements
“Settlement Price”	means, in relation to any Pricing Day and a futures contract traded on a Relevant Exchange, the official settlement price of the Relevant Exchange for such day in relation to such futures contract as determined in accordance with the regulations of the Relevant Exchange
“Settlement Pricing”	has the meaning given in Condition 8.1(a)

“Settlement Redemption Form”	means a notice in the form prescribed from time to time by the Issuer for requesting Redemption of Micro and Commodity Securities using Settlement Pricing
“Short and Leveraged Commodity Contracts”	has the meaning given to “Commodity Contracts” in the conditions of the Short and Leveraged Commodity Securities
“Short and Leveraged Commodity Securities”	means the securities of the Issuer known as Short and Leveraged Commodity Securities constituted by the Short and Leveraged Trust Instrument as more fully described in the base prospectus of the Issuer dated 10 November 2022 and as amended and updated from time to time
“Short and Leveraged Facility Agreement”	means the agreements entitled “Facility Agreement relating to Short and Leveraged Commodity Contracts” between the Issuer and different persons defined for the purposes of the Short and Leveraged Trust Instrument as Commodity Contract Counterparties providing for the creation and termination of Commodity Contracts (as defined for the purposes of the Short and Leveraged Trust Instrument), including the MLI Short and Leveraged Facility Agreement and the CGML Short and Leveraged Facility Agreement
“Short and Leveraged Trust Instrument”	means the trust instrument between the Issuer and the The Law Debenture Trust Corporation plc (as trustee thereunder) dated 8 February 2008
“Solactive”	means Solactive AG and/or its Affiliates
“Solactive Carbon Indices”	means the Solactive Carbon Emissions Index and the Solactive California Carbon Emissions Index and “Solactive Carbon Index” means either of them
“Solactive Carbon Emissions Index”	means the Solactive Carbon Emission Allowance Rolling Futures Index
“Solactive California Carbon Emissions Index”	means the Solactive California Carbon Rolling Futures ER Index
“Solactive-linked”	in relation to an Individual Commodity Index means that the Index Administrator of that Individual Commodity Index is Solactive AG, in relation to Micro Securities or any class or classes of Micro Securities means Micro Securities or Micro Securities of such class or classes of which the relevant Individual Commodity Index is a Solactive-linked Individual Commodity Index and in relation to Commodity Securities or any type or types of Commodity Securities means Commodity Securities or Commodity Securities of such type or types comprised of Solactive-linked Micro Securities
“Spread”	means the spread agreed between the Issuer and each Commodity Contract Counterparty for the purposes of the relevant Capital Adjustment Agreement
“subsidiary”	has the meaning given to that term in section 1159 of the Companies Act 2006
“Strategy”	means each of the groups of Dollar Securities provided for in this Prospectus, being Classic Micro and Commodity Securities and Longer Dated Micro and Commodity Securities
“System”	means the system implemented by the Issuer for requesting the issue and redemption of Micro and Commodity Securities and the creation and cancellation of Commodity Contracts via the secure website maintained by the Issuer for such purpose as described under the heading “Applications and Redemptions – The System” in Part 4 (<i>Description of Commodity Securities</i>)

“tax”	means any VAT, tax, income tax, capital gains tax, corporation tax, goods and services tax, withholding tax, stamp, financial institutions, registration and other duties, bank accounts debits tax, import/export tax or tariff and any other taxes, levies, imposts, deductions, interest, penalties and charges imposed or levied by a government or government agency
“terminate”	in relation to a Commodity Contract means ‘terminate’ or ‘close out’ the obligations established by such Commodity Contract
“Trading Day”	means, for each Individual Commodity Index, a day on which the Relevant Exchange for that Individual Commodity Index is open for trading during its regular trading session, notwithstanding such Relevant Exchange closing prior to its scheduled closing time
“Transparency Directive”	means Directive 2004/109/EC of the European Parliament and the European Council
“Transparency Rules”	means the disclosure rules and transparency rules of the FCA from time to time, made under section 73A of the FSMA
“Trust Instrument”	means the trust instrument dated 21 September 2006 between the Issuer and the Trustee constituting Micro and Commodity Securities
“Trustee”	means The Law Debenture Trust Corporation p.l.c. of Eighth Floor, 100 Bishopsgate, London EC2N 4AG, England and any replacement trustee under the Trust Instrument
“type”	means, in relation to Micro Securities and Individual Securities, a class thereof and, in relation to Index Securities, the category thereof
“UBS Group”	means UBS AG and its Affiliates, and includes UBS Securities
“UBS Securities”	means UBS Securities LLC, a corporation incorporated in Delaware, United States whose principal office is situated at 299 Park Avenue, New York, NY 10171, United States
“UCITS Fund”	means a collective investment scheme which in accordance with the UCITS directive (Council Directive No. 85/611/EEC) as amended is an undertaking for collective investment in transferable securities subject to that directive and includes a UCITS Scheme
“UCITS Scheme”	means a scheme that falls within the definition of a “UCITS Scheme” contained in the FCA Glossary
“UK Listing Authority”	means the FCA in its capacity as the competent authority for the purposes of Part VI of the FSMA
“UK Official List”	means the official list maintained by the FCA for the purposes of Part VI of FSMA
“UK Prospectus Regulation”	means the UK version of Regulation (EU) No 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC, which is part of UK law by virtue of the European Union (Withdrawal) Act 2018
“Unacceptable Authorised Participant”	means an Authorised Participant in respect of which the relevant Commodity Contract Counterparty has given and not withdrawn notice under the relevant Facility Agreement that the Authorised Participant has ceased to be acceptable to such Commodity Contract Counterparty

“Uncertificated Form”	means recorded on a Register as being held in uncertificated form, title to which, by virtue of the Regulations, may be transferred by means of CREST
“United Kingdom” or “UK”	means the United Kingdom of Great Britain and Northern Ireland
“United States” or “U.S.”	means the United States of America, its territories and possessions, any state of the United States and the District of Columbia
“US Dollars” or “US\$”	means the lawful currency of the United States
“US Dollar Equivalent”	means in respect of any amount in Euros on any Pricing Day, such amount converted into US Dollars by multiplying such amount by the Settlement Foreign Exchange Rate for that Pricing Day
“US Person”	means a “US person” as defined in Regulation S under the Securities Act
“Value”	means, in relation to a Micro Security and a day, the Price of a Commodity Contract of the same class as that Micro Security on that same day
“VAT”	means value added tax
“Voluntary Rebalancing”	means a Rebalancing other than a Required Rebalancing
“Website”	means the website of Bloomberg at https://www.bloomberg.com/professional/product/indices/
“WM/Refinitiv Rate”	in relation to any day, means the WM/Refinitiv 4.00 p.m. Spot Rate for Euro and that day produced by Refinitiv Benchmark Services Limited (or any successor as benchmark administrator), or any substitute for such rate agreed with each Commodity Contract Counterparty for the purposes of the Facility Agreements, expressed as a number of US Dollars per Euro, <i>provided that</i> if Refinitiv Benchmark Services Limited (or any such successor) produces an amended or corrected WM/Refinitiv 4.00 p.m. Spot Rate for Euro and that day by no later than 9.00 p.m. on that day, the WM/Refinitiv Rate for Euro and that day shall be such amended or corrected rate

References in this Prospectus to a particular time are references to the time applicable in London, United Kingdom.

References in this Prospectus to any legislation of the European Union includes reference to such legislation as it applies in the United Kingdom pursuant to the European Union (Withdrawal) Act 2018 of the United Kingdom, the European Union (Withdrawal Agreement) Act 2020 of the UK and any other applicable UK legislation in relation to the “on-shoring” of retained EU law.

Whilst certain agreements were entered into before the Prospectus Regulation came into force, Article 46(2) of the Prospectus Regulation provides that references to the Prospectus Directive should be construed as references to the Prospectus Regulation therefore any references to the Prospectus Directive in this Prospectus are to be construed as references to the Prospectus Regulation and any reference to any particular provision of the Prospectus Directive is to be construed accordingly.

Unless the context otherwise requires, references in this Prospectus to any agreement or document includes a reference to such agreement or document, as amended, varied, novated, supplemented or replaced from time to time and unless otherwise stated or the context otherwise requires references in this Prospectus to any statute or any provision of any statute includes a reference to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under any such modification or re-enactment, in each case in force as at the date of this Prospectus.

DIRECTORS, SECRETARY AND ADVISERS

Directors of the Issuer	<p>Stuart Bell Christopher Foulds Steven Ross Peter M. Ziemba</p> <p>All Directors are non-executive</p>
Secretary of the Issuer	R&H Fund Services (Jersey) Limited
Corporate administrator of the Issuer	R&H Fund Services (Jersey) Limited
Registered office of the Issuer and address of directors, secretary and corporate administrator of the Issuer	<p>The address of all the directors and of the secretary of the Issuer is the registered office of the Issuer, which is:</p> <p>Ordnance House 31 Pier Road St. Helier Jersey JE4 8PW Channel Islands</p> <p>Tel: +44 1534 825200</p> <p>https://www.wisdomtree.eu</p>
Management and Administrative Service Provider	<p>WisdomTree Management Jersey Limited Ordnance House 31 Pier Road St. Helier Jersey JE4 8PW Channel Islands</p>
Trustee	<p>The Law Debenture Trust Corporation p.l.c. Eighth Floor 100 Bishopsgate London EC2N 4AG United Kingdom</p>
Calculation Agent	<p>Merrill Lynch International 2 King Edward Street London EC1A 1HQ United Kingdom</p>
Securities Intermediary	<p>The Bank of New York Mellon One Wall Street New York New York 10286 United States of America</p>
English Legal Advisers to the Issuer	<p>W Legal Limited 47 Red Lion Street London WC1R 4PF United Kingdom</p>
English Tax Legal Advisers to the Issuer	<p>Dechert LLP 160 Queen Victoria Street London EC4V 4QQ United Kingdom</p>

Irish Legal Advisers to the Issuer	A&L Goodbody 3 Dublin Landings North Wall Quay Dublin 1 Ireland
English Legal Advisers to the Trustee	Allen & Overy One Bishops Square London E1 6AD United Kingdom
Jersey Legal Advisers to the Trustee	Ogier Ogier House The Esplanade St. Helier Jersey JE4 9WG Channel Islands
Auditors of the Issuer	Ernst & Young LLP Liberation House Castle Street St Helier Jersey JE1 1EY Channel Islands Ernst & Young LLP is a registered auditor with the Institute of Chartered Accountants in England and Wales
Registrar	Computershare Investor Services (Jersey) Limited 13 Castle Street St. Helier Jersey JE1 1ES Channel Islands

DOCUMENTS INCORPORATED BY REFERENCE

The following documents have been filed with the CBI and the FCA and are incorporated into this Prospectus by reference and are available at the Issuer's website at <https://www.wisdomtree.eu/en-gb/resource-library/prospectus-and-regulatory-reports#tab-2A942D42-5AA1-4008-9080-3C2DADB050A7> (under the 'Regulatory Reports' section and the 'WisdomTree Jersey Issuer Tax Information' tab, the documents listed below are entitled 'WisdomTree Commodity Securities Ltd – Annual Accounts 2020' and 'WisdomTree Commodity Securities Ltd – Annual Accounts 2021') and at the registered office of the Issuer as set out in paragraph 8 of Part 12 (*Additional Information*):

- (i) the published audited reports and accounts of the Issuer for the year ended 31 December 2020, as published by the Issuer through the Regulatory News Service of the London Stock Exchange on 30 April 2021; and
- (ii) the published audited reports and accounts of the Issuer for the year ended 31 December 2021, as published by the Issuer through the Regulatory News Service of the London Stock Exchange on 4 May 2022.

No documents referred to in the above documents are themselves incorporated into this Prospectus and other than the documents specifically identified above, no other documents, including the contents of any websites or web pages referred to in this Prospectus, form part of this Prospectus for the purposes of the Prospectus Regulation or the Prospectus Regulation Rules.

PART 1 GENERAL

Introduction

The Issuer has created and is currently making available for issue 80 different types of Commodity Securities, of two different kinds:

- Individual Securities, which (before fees and adjustments and in the absence of Market Disruption Events) track the price of a single commodity; and
- Index Securities, which (before fees and adjustments and in the absence of Market Disruption Events) track the price of a group of commodities.

These comprise 52 different classes of Individual Securities (representing 29 different commodities (including European Union Allowances and California carbon allowances) and two different maturities) and 28 different categories of Index Securities (representing 18 different combinations of commodities and two different maturities).

Commodity Securities give investors the following:

- exposure to the prices of individual commodities or groups of commodities, using the particular futures market contracts and roll periods determined by one of the world's leading providers of commodity indices;
- a choice of "long" exposure of two different parts of the commodities futures curve;
- exposure to a "total return", comprising:
 - the return of an "excess return index" measuring the aggregate change in the prices of the underlying futures contracts and the roll return;
 - plus a collateral yield, i.e. a return equivalent to an interest return on the value invested in that class of the Micro and Commodity Securities;
 - less any fees;
- exposure which is unleveraged and which changes directly with changes in the price(s) of the different parts of the commodity futures curve, both up and down;
- pricing which is transparent, based on indices published at the end of each Business Day (and which in turn are based on end-of-day Settlement Prices for designated futures contracts on specified futures exchanges); and
- securities traded on the London Stock Exchange and certain other stock exchanges.

Commodity Securities confer no right to receive physical commodities. Rather, they are purely financial instruments.

The Bloomberg-linked Classic Securities (other than the WTI Crude Oil A Micro Securities and the WisdomTree WTI Crude Oil Individual Securities) are priced by reference to the relevant classic Individual Commodity Indices (based on the same methodology as the Bloomberg Commodity IndexSM). The Bloomberg-linked Longer Dated Securities are priced by reference to relevant 3-month forward Individual Commodity Indices which are based on the same methodology as the Bloomberg Commodity Index 3 Month ForwardSM (which tracks the same commodities as the Bloomberg Commodity IndexSM but for the Bloomberg Commodity Index 3 Month ForwardSM, the contracts that would be the Lead Future and Next Future for the Bloomberg Commodity IndexSM in three calendar months are instead the Lead Future and Next Future in the current calendar month for the Bloomberg Commodity Index 3 Month ForwardSM). Since these two indices are exposed to different parts (maturities) of the futures curve, Bloomberg-linked Classic Securities and Bloomberg-linked Longer Dated Securities based on the same Individual Commodities will provide investors with different investment returns depending on the relevant Individual Commodity Index's sensitivity to changes in the commodity price and rate of any backwardation or contango. The WTI Crude Oil A Micro Securities and the WisdomTree WTI Crude Oil Individual Securities are priced by reference to the Multi-Tenor Index.

The Carbon Securities are priced by reference to the Solactive Carbon Emissions Index. The California Carbon Securities are priced by reference to the Solactive California Carbon Emissions Index.

The following table shows, in each box, the different types of Bloomberg-linked Classic Commodity Security and Bloomberg-linked Longer Dated Commodity Security that are available for issue. The table also shows the commodities included in the Bloomberg-linked Index Securities:

Securities	Index Securities
<p>1. Equity Securities</p> <p>2. Fixed Income Securities</p> <p>3. Derivative Securities</p> <p>4. Commodity Securities</p> <p>5. Real Estate Securities</p> <p>6. Art and Collectible Securities</p> <p>7. Private Equity Securities</p> <p>8. Structured Securities</p> <p>9. Alternative Securities</p> <p>10. Other Securities</p>	<p>1. Equity Index Securities</p> <p>2. Fixed Income Index Securities</p> <p>3. Derivative Index Securities</p> <p>4. Commodity Index Securities</p> <p>5. Real Estate Index Securities</p> <p>6. Art and Collectible Index Securities</p> <p>7. Private Equity Index Securities</p> <p>8. Structured Index Securities</p> <p>9. Alternative Index Securities</p> <p>10. Other Index Securities</p>

Natural Gas	Energy	Petroleum	All Commodities	Ex-Energy	Ex-Agriculture & Livestock†
WTI Crude Oil***					
Brent Crude					
Unleaded Gasoline					
Heating Oil					
Gas Oil					
Aluminium	Industrial Metals				
Copper					
Zinc					
Nickel					
Lead**					
Gold	Precious Metals				
Silver					
	Livestock				
Live Cattle					
Lean Hogs					
	Agriculture	Grains			
Wheat					
Kansas Wheat					
Corn					
Soybeans					
Sugar		Softs			
Cotton					
Coffee					

† Longer Dated Index Securities of this category are not currently available for issue.

In addition seven further categories of Bloomberg-linked Classic Index Securities are currently available for issue relating to all the commodities included in the Bloomberg Commodity IndexSM other than those in one or two particular sectors (so for example the WisdomTree Broad Commodities Ex-Agriculture & Livestock includes all the commodities included in Energy, Precious Metals and Industrial Metals but not those in Agriculture or Livestock and the WisdomTree Broad Commodities Ex-Industrial Metals includes all the commodities included in Energy, Petroleum, Precious Metals, Livestock, Agriculture, Grains and Softs but not those in Industrial Metals).

There are also available for issue two classes of Solactive-linked Individual Securities: WisdomTree Carbon Individual Securities and WisdomTree California Carbon Individual Securities.

Pricing and Trading of Commodity Securities

Individual Securities

Index Securities

The Price of all categories of Index Security will be the sum of the Prices for the Micro Securities comprised therein, as detailed in Part 4 (*Description of Commodity Securities*).

Further information on the pricing of Micro and Commodity Securities is set out in Part 4 (*Description of Commodity Securities*) and worked examples are provided in Part 2 (*How does a Security Holder determine the value of their investment?*).

Publication of Pricing Information

The Prices, Multipliers and the Capital Adjustments for all types of Commodity Securities will be calculated by or on behalf of the Issuer as at the end of each Pricing Day for the components of each type of Commodity Securities.

The Issuer's calculations of the Prices, Multipliers and the Capital Adjustments will be posted on the Issuer's website at <https://www.wisdomtree.eu/pricing>.

Listing and Trading

All Micro and Commodity Securities are fully transferable. Application will be made to Euronext Dublin for all Micro and Commodity Securities issued during the period of 12 months from the date of this Prospectus to be admitted to the Official List and trading on its regulated market. The admission to trading on Euronext Dublin is technical only and investors should be aware there is no trading facility for the Short and Leveraged Commodity Securities there. The Issuer has also applied to the FCA for all of the Micro Securities and Commodity Securities to be issued within 12 months from the date of this Prospectus to be admitted to the UK Official List and to the London Stock Exchange, which operates a Regulated Market, for all of such Micro Securities and Commodity Securities to be admitted to trading on its Main Market which is part of its Regulated Market for listed securities (being securities admitted to the UK Official List).

Investors should be aware that such admission to the UK Official List and trading on the Main Market are not offers made under the Prospectus Regulation, or admission to trading on a regulated market for the purposes of the Prospectus Regulation, as it applies in the European Union, but are such offers and admission to trading for the purposes of the UK Prospectus Regulation. In addition, investors should be aware that, it is intended that an active secondary market on the Main Market will develop only in Commodity Securities (and not Micro Securities). The role of Micro Securities is explained in Part 4 (*Description of Commodity Securities*) under the heading "Commodity Securities are Priced by Reference to Micro Securities". Any announcements made by the Issuer by RIS will be available, free of charge, on the website of the London Stock Exchange, <http://www.londonstockexchange.com>.

Certain of the Micro and Commodity Securities have also been admitted to listing on Euronext Amsterdam, on the Regulated Market (General Standard) (*Regulierter Markt [General Standard]*) of the Frankfurt Stock Exchange (*Frankfurter Wertpapierbörse*), on NYSE Euronext Paris SA and on the ETFplus market of Borsa Italiana S.p.A. Further disclosure is set out under the heading "Listing" in Part 6 (*The Programme*).

Each class of Commodity Securities traded on the London Stock Exchange may have different market makers, bid/offer spreads and depth of liquidity and may be traded using different platforms. The Issuer hopes that some of the more liquid Commodity Securities will be traded on the Sets-MM platform but can give no assurance as to which Commodity Securities might attract the most and the least amount of trading activity.

Commodity Contracts and Facility Agreements

To achieve a return based on the movements of the relevant Individual Commodity Index and to match the liability of the Issuer to Security Holders upon redemption, Commodity Securities will be backed by Commodity Contracts with corresponding terms. Each time Micro and Commodity Securities are issued or redeemed by the Issuer, corresponding Commodity Contracts will be created or terminated by the Issuer under a Facility Agreement.

All Commodity Contracts of a particular class will be attributable to the same Pool as the existing Commodity Contracts of that class and newly issued Micro and Commodity Securities will be backed by the same assets attributable to the Pool (including the newly created and existing Commodity Contracts of that class) as the existing Micro and Commodity Securities of that class.

The Issuer has entered into a Facility Agreement with MLI and a Facility Agreement with CGML (MLI and CGML respectively as the counterparty to the Commodity Contracts). The Issuer has also entered into Security Agreements with MLI and CGML and Control Agreements with MLI and The Bank of New York Mellon (as Securities Intermediary) and with CGML and The Bank of New York Mellon (as Securities Intermediary), the terms of which are described below. Information relating to MLI and CGML is set out in Part 10 (*Particulars of the Commodity Contract Counterparties*).

Under the terms of the Facility Agreements, the Issuer can create and terminate Commodity Contracts on a continuous basis, subject to the Creation Limits and the Redemption Limit (and days not being Market Disruption Days) and certain other conditions. Further information on the Creation Limits and the Redemption Limit is set out in Part 4 (*Description of Commodity Securities*) under the heading “Applications and Redemptions — Creation Limits and Redemption Limit”.

The Issuer is only permitted to issue new Commodity Securities if it can create corresponding Commodity Contracts under a Facility Agreement.

Further information on Commodity Contracts, the Facility Agreements, the Security Agreements and the Control Agreements are set out in Part 5 (*Description of Facility Agreements and Commodity Contracts*).

The Commodity Contract Counterparties are obliged to provide Collateral to the Issuer to support their obligations under the Commodity Contracts. The collateral is held in accounts in the names of the Commodity Contract Counterparties at the Bank of New York Mellon. A description of the arrangements for the provision of Collateral by each Commodity Contract Counterparty under its respective Security Agreement and Control Agreement is set out under the heading “Provision of Collateral by the Commodity Contract Counterparties” in Part 5 (*Description of Facility Agreements and Commodity Contracts*).

The payment obligations of MLI under its Facility Agreement are also supported by a guarantee from Bank of America Corporation and the payment obligations of CGML under its Facility Agreement are also supported by a guarantee from CGMH. Descriptions of the BAC Guarantee and the Citigroup Guarantee are set out under the headings “BAC Guarantee” and “Citigroup Guarantee” respectively in Part 5 (*Description of Facility Agreements and Commodity Contracts*).

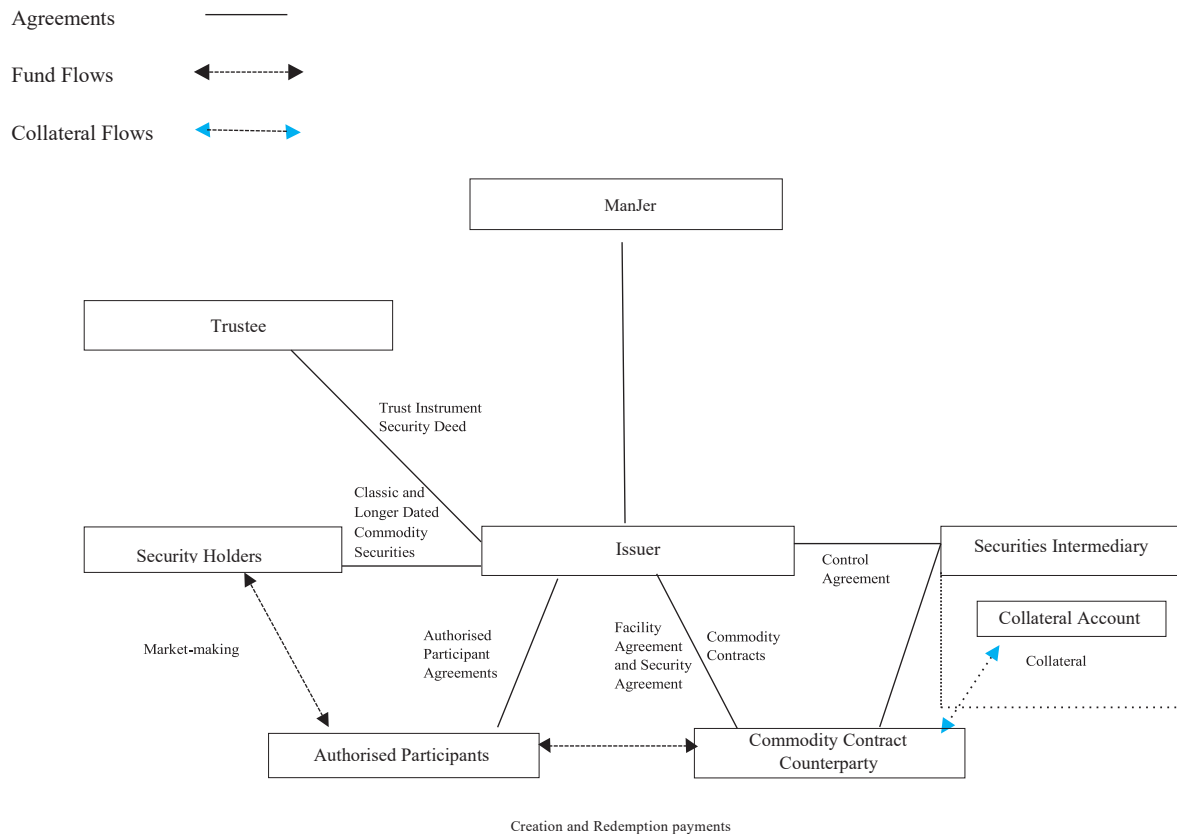
Contract Structure and Flow of Funds for Commodity Securities

Micro and Commodity Securities are constituted by the Trust Instrument. Under the terms of the Trust Instrument, the Trustee acts as trustee for the Security Holders of each type of Micro and Commodity Securities.

The obligations of the Issuer in respect of each class of Micro Securities, the same class of Individual Securities and each category of Index Securities to the extent it comprises Micro Securities of that class will be secured by a charge over the equivalent class of Commodity Contracts held by the Issuer and over the

rights of the Issuer in respect of those Commodity Contracts under the Facility Agreements, the Security Agreements and the Control Agreements.

A diagrammatic representation of the principal aspects of the structure as currently in place appears below (for simplicity, only one Commodity Contract Counterparty and Collateral Account is illustrated and the BAC Guarantee and Citigroup Guarantee are omitted). The principal aspects of the structure are the same whether the Commodity Contract Counterparty is MLI or CGML:



The following is a summary of the flow of funds and assets attributable to the Micro and Commodity Securities as represented by the above diagram.

Most Security Holders will buy or sell their Commodity Securities for cash on the London Stock Exchange, Borsa Italiana, NYSE Euronext Paris, Euronext Amsterdam and/or the Frankfurt Stock Exchange (being the Stock Exchanges on which the Micro and Commodity Securities are admitted to trading) rather than directly from the Issuer. Details of the exchanges on which a particular type of security can be traded are set out in the applicable Final Terms. Market makers provide liquidity on those stock exchanges. To aid this process, the Issuer has entered into agreements (known as Authorised Participant Agreements) with certain financial institutions – Authorised Participants – whereby it has agreed to issue Commodity Securities to those Authorised Participants on an on-going basis. Further details about the Authorised Participant Agreements are set out under the heading “Authorised Participant Agreements” in Part 12 (*Additional Information*).

The creation of the Commodity Securities will be settled on a delivery versus payment basis in CREST whereby an Authorised Participant will deliver an amount of cash to the Commodity Contract Counterparty equal to the Price of the Commodity Securities to be issued, in exchange for which the Issuer will issue Commodity Securities and deliver them to the Authorised Participant via CREST. Further details about the settlement of Commodity Securities can be found under the heading “Settlement” in Part 6 (*The Programme*).

The Authorised Participant may then sell the Commodity Securities on a stock exchange, sell the Commodity Securities in off-exchange transactions (known as “OTC” or “over-the-counter” transactions) or keep the Commodity Securities to hold themselves. The creation process is described in more detail in Part 4 (Description of Commodity Securities). Each time Commodity Securities are issued the Issuer will create

corresponding Commodity Contracts, exactly matching the number of Micro or Commodity Securities of the relevant class issued.

If an Authorised Participant requests the redemption of Micro and Commodity Securities, they must return those Micro and Commodity Securities into CREST and in return will receive from the Commodity Contract Counterparty an amount of cash equal to the Price (or, if higher, the Principal Amount) of the Micro and Commodity Securities to be redeemed less any applicable redemption fee in respect of those Micro and Commodity Securities. The redemption process is described in more detail in Part 4 (*Description of Commodity Securities*).

In the case of Euro Securities, settlement for creations and redemptions will be in US Dollars unless Euro Payments Applies (as defined in the Conditions).

If Security Holders who are not Authorised Participants wish to give up their holding of Micro and Commodity Securities, they must generally sell them either on one of the stock exchanges on which the Micro and Commodity Securities are admitted to trading or in a private transaction. Such sale would typically be for cash. Generally Commodity Securities will only be issued to Authorised Participants and Authorised Participants only will be able to require redemption of them. In each case this will be done in return for delivery of cash. In circumstances where there are no Authorised Participants or as the Issuer may in its sole discretion determine, Security Holders who are not Authorised Participants may require redemption of their securities directly with the Issuer. In this case, the Issuer will cancel a number of Commodity Contracts of the relevant class equal in number to the number of Commodity Securities being redeemed and use the cash proceeds of such cancellation to pay redemption proceeds to redeeming Security Holders.

Applications and Redemptions

Commodity Securities can be issued or redeemed at any time, subject to conditions (including not exceeding the Creation Limits and Redemption Limit), by Authorised Participants. The issue and redemption mechanism is intended to ensure that Commodity Securities have sufficient liquidity and that the price at which they trade on the London Stock Exchange tracks the relevant Price formula. Only an Authorised Participant may apply for or (unless there are at any given time no Authorised Participants or as otherwise announced by the Issuer) redeem Commodity Securities — all other persons must buy and sell Commodity Securities through trading on the London Stock Exchange or other relevant exchanges on which the Commodity Securities are admitted to trading.

Commodity Securities can only be issued or redeemed if corresponding Commodity Contracts can be created or terminated. There are limits on the creation and termination of Commodity Contracts, which means that there are corresponding limits on the issue and redemption of Commodity Securities.

Further information in relation to Applications and Redemptions and the Creation Limits and Redemption Limit is set out under the heading “Applications and Redemptions” in Part 4 (*Description of Commodity Securities*).

Security Structure

A security structure has been established to provide security for the payment obligations of the Issuer to Security Holders upon redemption of Micro and Commodity Securities.

The Issuer has been established as an “umbrella” or “multi-class” company with separate Pools of assets so that the Issuer can issue separate classes of securities, based on different prices or having some other different characteristics, but on terms that each such separate class of securities would have recourse only to the Pool attributable to that class and not to the assets attributable to any other class. The assets and liabilities attributable to each class of Micro Securities and Individual Securities (and the Index Securities to the extent they comprise such Micro Securities) will represent the Pool for that class.

Thus there are 56 separate Pools currently applicable to Micro and Commodity Securities. A single Pool secures all Micro Securities and Individual Securities of a single class and all Index Securities to the extent they comprise such Micro Securities.

Micro and Commodity Securities are constituted under the Trust Instrument. The Trustee holds all rights and entitlements under the Trust Instrument on trust for the Security Holders.

In addition, the Issuer and the Trustee have entered into a separate Security Deed in respect of each Pool. The rights and entitlements held by the Trustee under each Security Deed are held by the Trustee on trust for the Security Holders of that particular type of Micro or Commodity Security.

Under the terms of each Security Deed, the Issuer has assigned to the Trustee by way of security the contractual rights of the Issuer relating to such class under the Facility Agreement, and granted a first-ranking floating charge in favour of the Trustee over all of the Issuer's rights in relation to the Secured Property attributable to the applicable Pool, including but not limited to its rights under each Facility Agreement, all Commodity Contracts for the relevant class created pursuant to the Facility Agreements, the BAC Guarantee, the Citigroup Guarantee and the rights of the Issuer under each Security Agreement and each Control Agreement, in each case insofar as it relates to the relevant Pool.

The Commodity Contracts, the MLI Facility Agreement, the MLI Security Agreement, the MLI Control Agreement, the CGML Facility Agreement, the CGML Security Agreement and the CGML Control Agreement have characteristics that demonstrate the capacity to produce funds to service any payments due and payable on the Micro and Commodity Securities.

If the amounts received from the relevant Secured Property are insufficient to make payment of all amounts due in respect of the relevant Pool, no other assets of the Issuer shall be available to meet that shortfall and all further claims of the holders in respect of such class of Micro Securities and Individual Securities (and the Index Securities to the extent they comprise such Micro Securities) will be extinguished.

Further details of the Trust Instrument are set out in Part 7 (*Trust Instrument and Commodity Securities*). Further details of the Security Deeds are set out in Part 8 (*Particulars of Security Deeds*).

Short and Leveraged Commodity Securities

The Issuer has separately made available the Short and Leveraged Commodity Securities which have different characteristics as described in a separate base prospectus of the Issuer dated 10 November 2022 and as amended and updated from time to time. The Short and Leveraged Commodity Securities are constituted by a separate trust instrument entered into between the Issuer and The Law Debenture Trust Corporation plc and are backed by commodity contracts created under a separate facility agreement or facility agreements (being the facility agreement relating to the facility agreement relating to Short and Leveraged Commodity Contracts between MLI and the Issuer and the facility agreement relating to Short and Leveraged Commodity Contracts between CGML and the Issuer). Each authorised participant in respect of the Short and Leveraged Commodity Securities is required to enter into a separate authorised participant agreement in respect of the Micro and Commodity Securities. Accordingly the rights attached to the Short and Leveraged Commodity Securities are separate from and different to the rights attached to the Micro and Commodity Securities.

The Issuer and ManJer

The Issuer is a public company incorporated in Jersey on 16 August 2005 for the purpose of issuing debt securities the price of which is related to commodities or commodity indices and entering into the Documents and agreements relating to other types or classes of commodity securities. The Issuer has not been assigned a credit rating and it is not intended that any Micro and Commodity Securities will be assigned credit ratings.

The shares in the Issuer are all held by HoldCo, a company incorporated in Jersey to act as the holding company of the Issuer and which is itself ultimately wholly-owned by WisdomTree, Inc. (formerly known as WisdomTree Investments, Inc.). The Issuer is not directly or indirectly owned or controlled by any other party to the Programme. The Issuer is dependent upon ManJer to provide management and administration services to it, as further described below under the heading "Administration and Registrar Services".

ManJer intends to promote and to provide management and other services to the Issuer and currently also provides such services to the Issuer in relation to the programme for the issue of Short and Leveraged Commodity Securities and to WisdomTree Hedged Commodity Securities Limited, WisdomTree Metal Securities Limited, WisdomTree Hedged Metal Securities Limited, Gold Bullion Securities Limited, WisdomTree Foreign Exchange Limited and WisdomTree Issuer X Limited.

WisdomTree, Inc. (formerly known as WisdomTree Investments, Inc.)

WisdomTree, Inc. is a company founded in 1985. Its principal place of business is at 250 West 34th Street, 3rd Floor, New York, NY 10119, United States. WisdomTree, Inc. is the ultimate holding company of a group of companies which include the Issuer, ManJer and HoldCo. WisdomTree, Inc. through its subsidiaries operates as an exchange traded product sponsor and asset manager. It also licences its indices to third parties.

Administration and Registrar Services

ManJer will, pursuant to the Services Agreement, supply certain management and administration services to the Issuer and will pay all the management and administration costs of the Issuer (including those of the Administrator (as defined below) and Registrar. ManJer may engage third parties to provide some or all of these services. The Services Agreement may be terminated by ManJer at any time on three months' notice or earlier in the event of certain breaches or the insolvency of either party.

ManJer is a company incorporated in Jersey under the Companies (Jersey) Law 1991. It was incorporated on 16 November 2010 and its registered office is Ordinance House, 31 Pier Road, St. Helier, Jersey JE4 8PW, Channel Islands and it is ultimately wholly-owned by WisdomTree, Inc.

The Issuer has entered into a corporate administration agreement with R&H Fund Services (Jersey) Limited (the "Administrator") whereby the Administrator will perform certain administration duties for the Issuer. The Administrator is a Jersey company which was incorporated under the Companies (Jersey) law 1991 on 29 November 1988.

The Issuer, the Trustee and the Registrar have entered into an agreement pursuant to which the Registrar is to provide registry and associated services. The Registrar will maintain the Registers in Jersey. The Registrar is a Jersey company which was incorporated under the Companies (Jersey) law 1991 on 2 September 1999.

Further, certain directors of the Issuer and ManJer have been involved in establishing and operating exchange traded products and exchange traded fund companies and related service companies, in particular WisdomTree Multi Asset Management Limited and WisdomTree Issuer plc.

Management Fee and Licence Allowance

In return for ManJer supplying to the Issuer all management and administration services, the Issuer is liable under the Services Agreement to pay ManJer a fee equal to the Management Fee paid to the Issuer by the Commodity Contract Counterparties under the Capital Adjustment Agreements. The Management Fee, as at the date of this Prospectus, in respect of each type of Micro and Commodity Security is the amount per annum of the aggregate Price of all Micro and Commodity Securities of that type outstanding as is set out in the table below:

Micro and Commodity Securities	Management fee rate (% per annum)
Bloomberg-linked Dollar Classic Micro and Commodity Securities	0.49
Bloomberg-linked Longer-Dated Micro and Commodity Securities	0.49
Solactive- linked Dollar Micro and Commodity Securities	0.49
Solactive- linked Euro Micro and Commodity Securities	0.35

The Management Fee rate may be varied by the Issuer from time to time.

The Commodity Contract Counterparties will pay to the Issuer in respect of the Commodity Contracts to which each is party amounts equal to the Management Fee and a Licence Allowance, which will be used to pay licence fees to the Index Administrators due under the Licence Agreements (with any difference being payable to/by ManJer). The Licence Allowance payable by each Commodity Contract Counterparty is 0.05 per cent. per annum of the aggregate daily Price of all fully paid Commodity Contracts outstanding with that Commodity Contract Counterparty, and this rate will be varied to match approximately the fees payable to the Index Administrators under the Licence Agreements.

The Issuer will only be liable to pay the fees to ManJer upon receipt of the relevant amounts from the Commodity Contract Counterparties.

The rate of the Management Fee and Licence Allowance will be reflected in the adjustments to the Capital Adjustment each day, commencing upon the relevant Commodity Securities first being issued. If the Management Fee or the Licence Allowance is amended, such amendment will be notified through an RIS, and will not take effect for at least 30 days following the publication of the RIS.

Commodity Contract Counterparty fees

All fees of the Commodity Contract Counterparties are embedded solely into the Capital Adjustment formula.

However the Commodity Contract Counterparties will have the use of the funds paid to them for the creation of Commodity Contracts (net of redemptions) although, as described under the heading “*Security Agreements and Control Agreements*” in Part 5 (*Description of Facility Agreements and Commodity Contracts*), the Commodity Contract Counterparties have agreed to provide Collateral in respect of their respective obligations under the Commodity Contracts of a value at least equal to the value of such obligations.

The amount they pay for this benefit is reflected in the collateral yield that forms part of the Capital Adjustment (as described in greater detail under the heading “The Capital Adjustment element of the formula” in Part 2 (*How does a Security Holder determine the value of their investment?*)).

The Commodity Contract Counterparties may also, on such basis as may be agreed between that Commodity Contract Counterparty and ManJer, agree to further payments or receipts in respect of the costs incurred by ManJer. Any such payments will not have any impact on holders of Commodity Securities.

Each Commodity Contract Counterparty is responsible for all costs associated with it hedging its exposures and managing the cash arising from the Issuer purchasing and terminating Commodity Contracts with it at any time. To the extent that the fees payable to the Commodity Contract Counterparty as part of the Capital Adjustment (as described in greater detail under the heading “The Capital Adjustment element of the formula” in Part 2 (*How does a Security Holder determine the value of their investment?*)) differs from the value to it of managing the exposures and having the use of cash, such Commodity Contract Counterparty will make a profit or loss from the transaction.

Calculation Agent

MLI is required to act as Calculation Agent under and solely for the purposes of the MLI Facility Agreement, the CGML Facility Agreement and any other Facility Agreement that may be entered into with other Commodity Contract Counterparties.

More information on the role of MLI as Calculation Agent is set out in Part 5 (*Description of Facility Agreements and Commodity Contracts*) of this Prospectus under the heading “Calculation Agent”.

Directors, Secretary and Administrator of the Issuer

The Directors and the secretary of the Issuer at the date of this Prospectus are:

Stuart Bell

Stuart M. Bell is a director of ManJer and HoldCo. Mr Bell is also a non-executive director of the Issuer and of WisdomTree Hedged Commodity Securities Limited, WisdomTree Metal Securities Limited, WisdomTree Hedged Metal Securities Limited, Gold Bullion Securities Limited, WisdomTree Foreign Exchange Limited and WisdomTree Issuer X Limited. From September 2007 to date, Mr Bell held a number of positions at WisdomTree, including Chief Operating Officer, Director of International Business and Director of Corporate Communications and Investor Relations. Prior to joining WisdomTree, Mr Bell was an account executive at Sloane & Company from June 2006 to July 2007. Mr Bell received his B.A. in History with university honours from Trinity College, Hartford, Connecticut.

Christopher Foulds — Non-Executive Director

Christopher Foulds is a director of HoldCo. Mr Foulds is also a non-executive director of the Issuer and of WisdomTree Hedged Commodity Securities Limited, WisdomTree Metal Securities Limited, WisdomTree Hedged Metal Securities Limited, Gold Bullion Securities Limited and WisdomTree Foreign Exchange Limited. Mr Foulds graduated from the University of Portsmouth with an honours degree in Mathematics with Financial Management, before qualifying as a Chartered Accountant (FCA) with Deloitte LLP in Jersey, where he was responsible for assisting and managing a number of assurance and business advisory engagements focusing on offshore financial services clients. Following his departure from Deloitte LLP, Mr Foulds was a director of Active Services (Jersey) Limited, providing start-up management and support services to the funds sector. Subsequently Mr Foulds held various roles with ETFS Capital Limited, being primarily responsible for Financial Reporting as well as historically appointed as the Compliance Officer of the Issuer and WisdomTree Management Jersey Limited. He has also previously been a non-executive director of the Issuer. Prior to joining R&H Fund Services (Jersey) Limited in March 2020, Mr Foulds was the Head of Compliance and Regulatory Affairs for CoinShares (Jersey) Limited, a business providing digital asset investment products.

Steven Ross — Non-Executive Director

Steven G. Ross is a director of ManJer and HoldCo. Mr Ross is also a non-executive director of the Issuer and WisdomTree Metal Securities Limited, Gold Bullion Securities Limited, WisdomTree Hedged Commodity Securities Limited, WisdomTree Hedged Metal Securities Limited and WisdomTree Foreign Exchange Limited. Mr Ross graduated from the University of Stirling with an honours degree in Accountancy before embarking on a career with PricewaterhouseCoopers CI LLP in Jersey from 2001 to 2006. Whilst with PricewaterhouseCoopers he qualified as a chartered accountant with the Institute of Chartered Accountants of England and Wales and was responsible for assisting and managing a number of assurance and business advisory engagements for high profile offshore financial services and commercial clients. Prior to joining R&H Fund Services (Jersey) Limited he held the position of Head of Operations for Capita Financial Administrators (Jersey) Limited, an offshore fund administration business and was responsible for the provision of fund administration services to a portfolio of listed and private investment funds. In March 2012, he joined R&H Fund Services (Jersey) Limited and became a partner of Rawlinson & Hunter Jersey in January 2017.

Peter M Ziemba

Peter M Ziemba is also a director of ManJer and HoldCo. Mr Ziemba is also a non-executive director of the Issuer and WisdomTree Hedged Commodity Securities Limited, WisdomTree Metal Securities Limited, Gold Bullion Securities Limited, WisdomTree Hedged Metal Securities Limited, WisdomTree Foreign Exchange Limited and WisdomTree Issuer X Limited. Since January 2018, Mr Ziemba has served as Senior Advisor to the CEO and Chief Administrative Officer of WisdomTree, Inc. (formerly known as WisdomTree Investments, Inc.), an exchange-traded fund and exchange-traded product sponsor and asset manager. Prior to this role he served as Executive Vice President — Business and Legal Affairs from January 2008 to December 2017, and Chief Legal Officer from March 2011 to December 2017. From April 2007 to March 2011, Mr Ziemba served as General Counsel to WisdomTree Investments, Inc.. Mr Ziemba presently serves on the boards of a number of WisdomTree's wholly owned subsidiaries. Prior to joining WisdomTree, Mr Ziemba was a partner in the Corporate and Securities department of Graubard Miller, which served as primary corporate counsel for WisdomTree Investments, Inc., from 1991 to 2007, and was employed at that firm beginning in 1982. Mr Ziemba received his B.A. in History with university honors from Binghamton University and his J.D., cum laude, from Benjamin N. Cardozo School of Law.

R&H Fund Services (Jersey) Limited — Administrator

R&H Fund Services (Jersey) Limited is a company incorporated in Jersey on 29 November 1988 with limited liability whose issued and paid up share capital is £2,425,000. It is not involved in any other business activities other than that of acting as manager and administrator of collective investment schemes and is a

wholly owned subsidiary of Rawlinson & Hunter in Jersey. The directors of R&H Fund Services (Jersey) Limited are:

Louise Follain
Jennifer Mary Geddes
John-Paul Joseph Meagher
Steven George Ross
Christopher Foulds

Secretary

The secretary of the Issuer is R&H Fund Services (Jersey) Limited.

Directors and Secretary of ManJer

The directors of ManJer at the date of this Prospectus are Hilary Jones, Christopher Foulds, Peter M. Ziemba, Steven Ross and Stuart Bell. The secretary of ManJer at the date of this Prospectus is R&H Fund Services (Jersey) Limited. The biographies of Mr Bell, Mr Ross, Mr Foulds, and Mr Ziemba are set out under the heading "Directors and Secretary of the Issuer" above. The biography of Ms Jones is as follows:

Hilary Jones

Hilary Jones worked for the Northern Bank in her native Northern Ireland for 15 years before moving to Jersey in 1993. She joined R&H Fund Services (Jersey) Limited in 1999 and was a director from 2009 to 2019. Between 1993 and 1999 Ms Jones worked at Lloyds Private Bank and Trust Company in the Securities team and at Barclays Private Bank and Trust Company as a relationship manager. Hilary Jones is a Fellow member of the Association of Chartered Certified Accountants and has over 40 years' experience in the finance sector with extensive experience of real estate, private equity and special purpose vehicles for corporate clients. Ms Jones acts as director for a number of companies with a private equity or real estate focus. Ms Jones was also a director of the Issuer until April 2020 and is a non executive director of ManJer.

Conflicts of Interest

Mr Bell, Mr Ross, Mr Foulds and Mr Ziemba are also directors of ManJer, a provider of services to the Issuer, and are also directors of HoldCo, the sole shareholder of the Issuer. Mr Ross and Mr Foulds are also directors of R&H Fund Services (Jersey) Limited, the administrator of the Issuer and the secretary of the Issuer and ManJer. While these roles could potentially lead to conflicts of interest, the Directors do not believe there are any actual or potential conflicts of interest between the duties which the directors and/or members of the administrative, management and supervisory bodies of the Issuer owe to the Issuer, and the private interests and/or other duties which they have.

The directors of the Issuer also hold directorships of other issuers of exchange traded commodities also owned by HoldCo and/or other WisdomTree group companies including WisdomTree Multi Asset Management Limited (a company that provides services to WisdomTree Multi Asset Issuer plc (an exchange traded product issuer)) and WisdomTree Issuer plc, an issuer of exchange traded funds via segregated liability sub-funds.

Save as specifically stated herein, none of the principal activities performed by the Directors outside the Issuer are significant with respect to the Issuer and they have no interests that are material to the Programme.

Further Information

Information regarding taxation in the United Kingdom, Ireland and Jersey in respect of the Programme and Commodity Securities is set out in Part 11 (*Taxation*). If an investor is in any doubt about the tax position, it should consult a professional adviser.

Your attention is drawn to the remainder of this Prospectus which contains further information relating to the Programme and Micro and Commodity Securities.

PART 2

HOW DOES A SECURITY HOLDER DETERMINE THE VALUE OF THEIR INVESTMENT?

Pricing of Micro and Commodity Securities

The Price of each Micro and Commodity Security reflects movements in the Individual Commodity Indices which are excess return indices, adjusted by a return equivalent to an interest return on the value invested in that class of securities net of applicable fees (by operation of what is known as the Capital Adjustment). A description of the formula used to price Micro and Commodity Securities and a description of the Pool Factor, Multiplier and Capital Adjustment elements of the formula are set out under “Calculation of the Price” below. Worked examples of how to calculate the Price are set out under the heading “Worked Examples of the Calculation of the Price” below. These worked examples also show how the Pool Factor, Multiplier and Capital Adjustment are applied as part of the calculation of the Price. **The formula and method of calculating the price is the same for all classes of Classic Individual Securities and Longer Dated Individual Securities.**

Each Micro and Commodity Security carries a right upon Redemption to receipt of the higher of the Principal Amount of that Micro or Commodity Security and the Price $P_{(i,t)}$. In normal circumstances, only Authorised Participants are able to redeem their Micro and Commodity Securities directly with the Issuer. The value of Security Holder’s investment is equivalent to the amount in cash that they would receive upon a redemption – generally the applicable Price. The Principal Amounts of the Micro and Commodity Securities are set out in the tables in paragraph 5 of Part 12 (*Additional Information*).

Calculation of the Price

The pricing formula

The Price (which may not be negative) of an Individual Security (other than a WisdomTree WTI Crude Oil Individual Security) on a day on which a Price is calculated is based on (i) the closing settlement price of the Individual Commodity Index applicable to such Individual Security on that day (represented in the formula by $I_{(i,t)}$); (ii) multiplied by the Multiplier (represented in the formula by $M_{(i,t)}$); (iii) multiplied by the Pool Factor applicable to the class of such Individual Security (represented in the formula by $PF_{(i,t)}$); and divided by 10, and so is calculated, expressed in the Relevant Currency, in accordance with the following formula (the “**Formula**”) (the different components of the Formula are further explained below):

$$\text{Price}_{(i,t)} = I_{(i,t)} \times M_{(i,t)} \times PF_{(i,t)} / 10$$

where:

- | | |
|------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| $\text{Price}_{(i,t)}$ | is the Price of an Individual Security of the relevant class on the day on which the Price is being calculated; |
| i | refers to the relevant class of Individual Security; |
| t | refers to the day on which the Price is being calculated; |
| $I_{(i,t)}$ | is the level of the Individual Commodity Index which the relevant class of Individual Security references on the day on which the Price is being calculated; |
| $M_{(i,t)}$ | is the Multiplier applicable to the relevant class of Individual Security on the day on which the Price is being calculated; and |
| $PF_{(i,t)}$ | is the Pool Factor applicable to the relevant class of Individual Security on the day on which the Price is being calculated. |

For WisdomTree WTI Crude Oil Individual Securities, the figure 14.47357 should be used in the Formula instead of 10.

The Pool Factor element of the Formula

The Pool Factor is a number that will always be 1 unless the relevant Micro and Commodity Securities are divided.

The Multiplier element of the Formula

The multiplier ($M_{(i,t)}$) is adjusted on each day in accordance with the following formula:

$$M_{(i,t)} = M_{(i,t-1)} \times (1 + CA_{(i,t)})$$

where:

- $M_{(i,t)}$ is the Multiplier of the relevant class of Individual Security on the day on which the Multiplier is being calculated;
- i refers to the relevant class of Individual Security;
- t refers to the day on which the Price is being calculated;
- $M_{(i,t-1)}$ refers to the Multiplier of the relevant class of Individual Security on the day before the day on which the Multiplier is being calculated; and
- $CA_{(i,t)}$ is the Capital Adjustment applicable to the relevant class of Individual Security on the day on which the Multiplier is being calculated.

At any one time a Micro Security of a particular class (other than WTI Crude Oil A) has a price equal to one millionth of the price of the corresponding class of Individual Security. Each WisdomTree Crude Oil Individual Security is comprised of, and has a Price equal to that of, 1,447,357 WTI Crude Oil A Micro Securities. The price of an Index Security is the sum of the prices of the Micro Securities of which it is comprised.

The Capital Adjustment element of the Formula

The Capital Adjustment forms part of the pricing formula for the Micro and Commodity Securities and will result in certain adjustments to the Price of a Micro and Commodity Security.

The Capital Adjustment for each class of Individual Securities is a daily rate expressed as a percentage, which is agreed from time to time between each Commodity Contract Counterparty and the Issuer, and reflects:

- (i) an interest return (being the Collateral Yield for that class) on the value invested in that class of Individual Security, for the Dollar Commodity Contracts currently being equal to the four-week U.S. Treasury Bill rate and for the Euro Commodity Contracts currently being equal to €STR;
- (ii) the fees payable to ManJer, currently of 0.49 per cent. per annum in respect of the Classic Commodity Securities and Longer Dated Securities and 0.35 per cent. per annum in respect of the Euro Securities for the services it provides under the Services Agreement;
- (iii) the fees payable to the Commodity Contract Counterparties currently of 0.45 per cent. per annum in respect of the Classic Securities and 0.60 per cent. per annum in respect of the Longer Dated Securities; and
- (iv) the fees payable to the provider of the Individual Commodity Indices, currently of 0.05 per cent. per annum.

As at the date of this Prospectus the Capital Adjustment is the same for all classes of Bloomberg-linked Classic Commodity Securities and is the same for all classes of Bloomberg-linked Longer Dated Commodity Securities and for both Commodity Contract Counterparties, however, the Capital Adjustment for Bloomberg-linked Longer Dated Commodity Securities is not the same as the Capital Adjustment for Bloomberg-linked Classic Commodity Securities. In future, the Capital Adjustment could be changed so that it is different for any types of Classic Commodity Securities or any types of Longer Dated Commodity Securities.

If the Issuer has Commodity Contracts outstanding with more than one Commodity Contract Counterparty in relation to any Pool, the Capital Adjustment for that Pool (and the Micro and Commodity Securities of that

class and the Index Securities to the extent that they comprise Micro Securities of that class) will be the weighted average of the daily adjustment on all Commodity Contracts attributable to that Pool.

The Capital Adjustment may or may not be less than the rate of interest which an investor could earn by depositing funds in money markets at overnight rates, or by fully collateralising an investment in futures contracts.

The Capital Adjustment and Capital Yield applicable to each type of Micro and Commodity Security on any day is published on the Issuer's website at <https://www.wisdomtree.eu/pricing>.

As at 10 March 2023, the Capital Adjustment and Collateral yield in respect of each type of Micro and Commodity Security were as set out in the table below:

Micro and Commodity Securities	Capital Adjustment (% per annum)	Collateral yield (% per annum)
Bloomberg-linked Dollar Classic Individual Securities	0.0347905%	4.4000%
Bloomberg-linked Longer-Dated Individual Securities	0.0332935%	4.4000%
Solactive- linked Dollar Individual Securities*	0.0347905%	4.4000%
Solactive- linked Euro Individual Securities	0.0158423%	2.4030%

* As at the date of this Prospectus no Solactive- linked Dollar Individual Securities have been issued.

Worked Examples of the Calculation of the Price

Individual Securities

If on a particular day (t), the closing settlement price of the relevant Individual Commodity Index on the day on which the Price is being calculated is 1000, the Multiplier is 1 and the Pool Factor applicable to the WisdomTree Aluminium security is 1; then the Price of an WisdomTree Aluminium Individual Security would be calculated using the pricing formula as follows:

$$\text{Price}_{(i,t)} = I_{(i,t)} \times M_{(i,t)} \times \text{PF}_{(i,t)} / 10$$

where:

$$I_{(i,t)} = 1000$$

$$M_{(i,t)} = 1$$

$$\text{PF}_{(i,t)} = 1$$

So:

$$\text{Price}_{(i,t)} = (1000 \times 1 \times 1) / 10$$

$$\text{Price}_{(i,t)} = 1000 / 10$$

$$\text{Price}_{(i,t)} = 100$$

The Price of a WisdomTree Aluminium Individual Security on day t is therefore \$100.

The above example is applicable to all Individual Securities.

Index Securities

The Price of a WisdomTree Precious Metals index security is the sum of the Prices of the Gold Classic Micro Securities and Silver Classic Micro Securities of which it is comprised. A WisdomTree Precious Metals index security is comprised of 833,405 Gold Micro Securities and 243,241 Silver Micro Securities, equivalent to 0.833405 WisdomTree Gold Individual Securities and 0.243241 WisdomTree Silver Individual Securities. Therefore, if on a particular day (t), the closing settlement prices of the relevant indices on the day on which the Prices of the WisdomTree Gold Individual Securities and WisdomTree Silver Individual Securities are

being calculated are 210.307048 and 254.1067346, respectively, the Multiplier for both classes is 0.9864249, and the Pool Factor for both classes is 1; then the Price of the WisdomTree Precious Metals index security would be calculated as follows:

$$\text{Price}_{(i,t)} = (0.833405)(I_{(i-\text{gold},t)} \times M_{(i-\text{gold},t)} \times \text{PF}_{(i,t)})/10 + (0.242341)(I_{(i-\text{silver},t)} \times M_{(i-\text{silver},t)} \times \text{PF}_{(i,t)})/10$$

where:

in respect of WisdomTree Gold Individual Securities:

$I_{(i-\text{gold},t)}$	210.307048
$M_{(i,t)}$	0.9864249
$\text{PF}_{(i,t)}$	1

in respect of WisdomTree Silver Individual Securities:

$I_{(i-\text{silver},t)}$	254.1067346
$M_{(i,t)}$	0.9864249
$\text{PF}_{(i,t)}$	1

So:

$$\text{Price}_{(i,t)} = (0.833405)(210.307048 \times 0.9864249 \times 1)/10 + (0.242341)(254.1067346 \times 0.9864249 \times 1)/10$$

$$\text{Price}_{(i,t)} = (0.833405)(20.7452109) + (0.242341)(25.0657210)$$

$$\text{Price}_{(i,t)} = (17.28916249) + (6.097011042)$$

$$\text{Price}_{(i,t)} = 23.38617353$$

The Price of the Precious Metals index security on day t is therefore \$23.2946431

How the Price of an Individual Security is affected by the changes in the value of the underlying index

The three different hypothetical scenarios in this section show how the price of an Individual Security is affected under three different examples of normal market conditions. These scenarios are not indicators of the actual future performance of the Individual Securities and are for illustration purposes only. The following assumptions have been made:

- An investor invests in the Individual Securities for one day.
- One Individual Security is bought from a broker at a price of \$10.0685.
- The value of the underlying index when the Individual Security is bought is 100.
- The Multiplier on the day of investment is 1.00685.
- The Multiplier on the day following the investment is 1.00678.
- The Pool Factor on the day of investment is 1.
- There are no changes in the level of fees charged on the Individual Securities during the investment period.
- All transaction fees (including any commission) of the investor's broker and investment adviser for the sale and purchase of the Individual Securities and the custody fees of the investor's bank are excluded.
- There is no difference between the Price of the security and that value at which it trades on exchange.

Scenario 1: Example of how the Price of an Individual Security is affected if the value of the underlying index decreases

- The value of the underlying index decreases from 100 to 90 the next day.
- The price of the Individual Security will be calculated as follows:

$$\text{Price}_{(i,t)} = (90 \times 1.00678 \times 1)/10$$

$$\text{Price}_{(i,t)} = 90.6102/10$$

$$\text{Price}_{(i,t)} = 9.06102$$

- The investor sells the Individual Security and has lost \$1.00748 from his/her initial investment the previous day.

Scenario 2: Example of how the Price of an Individual Security is affected if the value of the underlying index increases

- The value of the underlying index increases by 10 to 110 the next day.
- The price of the Individual Security will be calculated as follows:

$$\text{Price}_{(i,t)} = (110 \times 1.00678 \times 1)/10$$

$$\text{Price}_{(i,t)} = 110.7458/10$$

$$\text{Price}_{(i,t)} = 11.07458$$

- The investor sells the Individual Security and has gained \$1.00608 on his/her initial investment the previous day.

Scenario 3: Example of how the Price of an Individual Security is affected if the value of the underlying index remains the same

- The value of the underlying index remains the same the next day.
- The sum of the fees charged on the Individual Security for the day of ownership is \$0.0007 per Individual Security.
- The price of the Individual Security will be calculated as follows:

$$\text{Price}_{(i,t)} = (100 \times 1.00678 \times 1)/10$$

$$\text{Price}_{(i,t)} = 100.678/10$$

$$\text{Price}_{(i,t)} = 10.0678$$

- The investor sells the Individual Security and has lost \$0.0007 from his/her initial investment the previous day.

How the Price of an Index Security is affected by the changes in the value of the underlying index

The three different hypothetical scenarios in this section show how the price of an Index Security is affected under three different examples of normal market conditions. These scenarios are not indicators of the actual future performance of the Index Securities and are for illustration purposes only. The following assumptions have been made:

- An investor invests in the Precious Metals Index Security ("**Index Security**") made up of Gold and Silver.
- One Index Security is bought from a broker at a price of \$9.921072.
- The value of the underlying Bloomberg Gold Index when the Index Security is bought is 100.

- The value of the underlying Bloomberg Silver Index when the Index Security is bought is 50.
- The Micro Securities representing each component in the Index are 833,405 (Gold) and 243,241 (Silver).
- There are no changes in the level of fees charged on the Index Security during the investment period.
- All transaction fees (including any commission) of the investor's broker and investment adviser for the sale and purchase of the Index Securities and the custody fees of the investor's bank are excluded.
- The effect of the annual Rebalancing is that the Price of an Index Security precisely (before fees) tracks the related composite commodity index.

Scenario 1: Example of how the Price of an Index Security is affected if the value of the underlying index decreases

- The value of the underlying index has decreased to by 10% the next day.
- The sum of the fees charged on the Index Security during the investment period is \$0.0007 per Index Security.
- The price of the Index Security has decreased to \$8.928344.
- The investor sells the Index Security and has lost \$0.992728 from his/her initial investment.

Scenario 2: Example of how the Price of an Index Security is affected if the value of the underlying index increases

- The value of the underlying index has increased by 10% the next day.
- The sum of the fees charged on the Index Security during the investment period is \$0.0007 per Index Security.
- The price of the Index Security has increased to \$10.912421.
- The investor sells the Index Security and has gained \$0.9913485 on his/her initial investment.

Scenario 3: Example of how the Price of an Index Security is affected if the value of the underlying index remains the same

- The value of the underlying index has remained the same.
- The sum of the fees charged on the Index Security during the investment period is \$0.0007 per Index Security.
- The price of the Index Security has decreased to \$9.9203822.
- The investor sells the Index Security and has lost \$0.007 from his/her initial investment a year ago.

Interest

The Micro and Commodity Securities do not bear interest.

PART 3

THE BLOOMBERG COMMODITY INDEX FAMILY AND THE SOLACTIVE CARBON INDICES

To the extent that the information referred to in this Part 3 has been sourced from a third party, such information has been accurately reproduced and, so far as the Issuer is aware and is able to ascertain from information published by the referenced third party source, no facts have been omitted which would render the reproduced information inaccurate or misleading.

Bloomberg Commodity IndexSM and Sub-Indices

With effect from 1 July 2014, Bloomberg took over responsibility from CME Indexes for the governance, calculation, distribution and licensing of the Bloomberg (BCOM) Commodity Indices known as the Bloomberg Commodity Index Family (prior to 1 July 2014, these Indices were known as the Dow-Jones UBS Commodity IndicesSM).

The methodology used to calculate these indices is set out in the Handbook, which at the date of this Prospectus is available on the Website. The Bloomberg (BCOM) Commodity Indices are widely followed indices which in the case of the Bloomberg Commodity IndexSM, and the Individual Commodity Indices for the commodities included therein, has been published since 1998 and in the case of the Bloomberg Commodity Index 3 month ForwardSM, and the 3-month forward Individual Commodity Indices for the commodities included therein, has been published since July 2006. The cocoa Individual Commodity Index has been published since February 2006, the lead, platinum and tin Individual Commodity Indices have been published since March 2008, the Brent Crude and Gas Oil Individual Commodity Indices have been published since December 2011, the Kansas Wheat and Soybean Meal Individual Commodity Indices have been published since December 2012 and June 2010 respectively. At the beginning of 1991 each index started at 100 and is increased or decreased each day pursuant to the calculation methodology set out in the Handbook by reference to prices of the relevant constituent futures contracts.

The Individual Commodity Indices are excess return indices.

The same input components used for the Bloomberg (BCOM) Commodity Indices are also used by Bloomberg to construct indices representing smaller groups of commodities and the Individual Commodity Indices. Cocoa, Platinum and Tin are not currently included in the Bloomberg (BCOM) Commodity Indices.

Any changes which are reflected in the Handbook and which affect the Individual Commodity Indices will be notified to Security Holders through an RIS made as soon as practical after the change is notified to the Issuer.

Composition and Weightings

The weightings of the components in the Bloomberg Commodity IndexSM, and hence in the composite sub - indices, are subject to change periodically. Apart from changes to the weightings, there can be changes to the actual commodities and Designated Contracts included in the Bloomberg Commodity IndexSM. At present there are 27 commodity futures eligible for inclusion in the Bloomberg Commodity IndexSM but three of those commodities (cocoa, platinum and tin) are currently not included in the Bloomberg Commodity IndexSM. Bloomberg also calculates (in conjunction with UBS Securities) and publishes Individual Commodity Indices for two other commodities (orange juice and feeder cattle) not currently eligible for inclusion in the Bloomberg Commodity IndexSM. The same commodities and unit weightings as are used in the Bloomberg Commodity IndexSM are also used in the Bloomberg Commodity Index 3 Month ForwardSM and hence in the composite 3-month forward sub-indices.

A complete description of the procedures involved in recalculating the composition of the Bloomberg (BCOM) Commodity Indices each year is set out in the Handbook and the appendices thereto. As part of those procedures, the following diversification rules are applied in determining the Commodity Index Percentages (CIPs), i.e. the weights, in the Bloomberg Commodity IndexSM:

- no single commodity may constitute less than 2 per cent. (as liquidity allows) or more than 15 per cent. of the Index;
- no single commodity, together with its derivatives (e.g., crude oil, together with heating oil and gasoline), may constitute more than 25 per cent. of the Index; and

- no related group of commodities (e.g., energy, precious metals, livestock or grains) may constitute more than 33 per cent. of the Index.

The Bloomberg (BCOM) Commodity Indices are re-balanced annually on a price percentage basis, within the confines of the above parameters, and each sub-index is rebalanced proportionally (without any further limitations on the weights). At the time of a rebalancing of the Bloomberg Commodity IndexSM, it is possible that additional commodities not presently represented in the Bloomberg Commodity IndexSM will be added, or that one or more commodities presently represented will be removed.

Whenever the Bloomberg (BCOM) Commodity Indices are rebalanced, the corresponding Index Securities will also be Rebalanced as explained in Part 4 (*Description of Commodity Securities*) under the heading “Rebalancing of Index Securities”.

Designated Contracts

For each commodity included in the Bloomberg Commodity IndexSM a particular futures contract on a futures exchange is selected and for that contract certain designated contract months are selected. For most of the commodities the Designated Contract is a futures contract traded on various exchanges in the United States, with the balance being futures contracts traded on the LME in London. Within each Designated Contract, there are a number of futures contracts for delivery in different months. Not all of them are used for the calculation of the Bloomberg Commodity IndexSM. Rather, a number of Designated Month Contracts are selected, and intermediate futures contracts are ignored for the purposes of this calculation. This reduces the number of Roll Periods required for each commodity while still enabling pricing to be based on one of the more liquid near month contracts.

The Designated Contracts, Designated Month Contracts and Lead Futures for each of the 27 Commodity futures currently eligible for inclusion in the Bloomberg Commodity IndexSM and for gas oil (which is not currently so eligible) are set out in the Handbook available free of charge on the Bloomberg website via the following link: <https://assets.bbhub.io/professional/sites/10/BCOM-Methodology.pdf>.

The termination or replacement of a futures contract on an established exchange occurs infrequently. If a Designated Contract were to be terminated or replaced, a comparable futures contract would be selected, if available, to replace that Designated Contract.

Further historical information on the Bloomberg Commodity Indices can be found free of charge on the Bloomberg website via the following link: <https://www.bloomberg.com/professional/product/indices/bloomberg-commodity-indices-fact-sheets-and-publications/>

Roll Process

The Bloomberg (BCOM) Commodity Indices and the composite sub-indices are calculated each General Trading Day, using the Settlement Prices of near dated futures contracts.

Because futures contracts expire periodically, the Bloomberg (BCOM) Commodity Indices calculations must change from using one futures contract (the “Lead Future”) to using a subsequent futures contract (the “Next Future”).

This process is called “rolling”, and normally happens proportionally over a five day period (the “**Roll Period**”), on the sixth, seventh, eighth, ninth and tenth General Trading Days of a month but only if that day and the prior General Trading Day is a Pricing Day for the relevant commodity. If not, the change for the relevant commodity is deferred until the next following Pricing Day, and implemented in addition to the change which would otherwise be implemented on that day.

The current Designated Month Contracts are set out in the Handbook available on the Bloomberg website at <https://assets.bbhub.io/professional/sites/10/BCOM-Methodology.pdf>

For the Bloomberg Commodity IndexSM, a contract is the Lead Future in the month prior to its named month (so that for Natural Gas, the January contract is the Lead Future in December) and in any earlier months, as required (so that the January contract is also the Lead Future for Natural Gas in November). Pricing is

rolled from the Lead Future to the Next Future in the month prior to its named month (so that pricing for Natural Gas rolls in early December from the January contract to the March contract).

For the Bloomberg Commodity Index 3 Month ForwardSM the process is similar save that the contracts that would be the Lead Future and Next Future for the Bloomberg Commodity IndexSM in three calendar months are instead the Lead Future and Next Future in the current calendar month for the Bloomberg Commodity Index 3 Month ForwardSM.

As per the Handbook (available on the Bloomberg website at <https://assets.bbhub.io/professional/sites/10/BCOM-Methodology.pdf>), not all commodities have the same named months or number of Designated Month Contracts. Consequently, the commodities to be rolled each month will vary from month to month.

Market Disruption Days

If a Market Disruption Day occurs in the Relevant Market for an Individual Commodity Index, that Individual Commodity Index may or may not be calculated and published by Bloomberg on that day. Irrespective of whether an Individual Commodity Index is so published by Bloomberg, that day will not be a Pricing Day for purposes of pricing the relevant class of Micro Security. If there are five or more consecutive Market Disruption Days, then on each subsequent Market Disruption Day (up to a maximum continuous period of 30 days (each Trading Day during that period being a Pricing Day)) the Calculation Agent will calculate and publish a substitute value for the Individual Commodity Index and those days will be Pricing Days. If the relevant disruption is continuing on the expiry of that period, the Issuer and the Calculation Agent will negotiate to agree a replacement for that Individual Commodity Index. Failing agreement within a further period of 30 days, the Issuer may exercise its right to redeem the relevant Micro Securities and/or Commodity Securities.

Simulated Historic Investment Returns

Information about the past performance of the Bloomberg Commodity IndexSM and its sub-indices is published on the Website free of charge at the following link on the Bloomberg website is <https://assets.bbhub.io/professional/sites/10/BCOM-Subindices.pdf>. This historic data will allow users to assess the volatility of the relevant index.

Multi-Tenor Index

As announced by the Issuer on 12 May 2020, by an announcement made by Bloomberg on 7 May 2020, the methodology used in the calculation of the Individual Commodity Indices as described above in this Part 3 (*The Bloomberg Commodity Index Family and the Solactive Carbon Emissions Index*) as it affects the Original Index was effectively amended by providing that any of the Bloomberg Commodity Indices and sub-indices may close negative for one day and will thereafter be terminated the following day at the negative value.

On 4 June 2020 Bloomberg published the Index Methodology for a new index, the Bloomberg WTI Crude Oil Multi-Tenor Excess Return Index (the **Multi-Tenor Index**). The methodology for the Multi-Tenor Index is similar to that of the original Index and as described above in this Part 3 (*The Bloomberg Commodity Index Family and the Solactive Carbon Emissions Index*) except as described below. Like the Original Index, the Multi-Tenor Index is calculated by reference to WTI Crude Oil futures contracts (commodity code: CL) traded on NYMEX/CME¹. However as a result of its different methodology, there are differences in its historic and expected future performance.

The Multi-Tenor Index is denominated in U.S. dollars and has a Base Date of 4th January 2010 with a Base Index Level of 100. The commencement date for the Multi-Tenor Index was 4th June 2020.

The Original Index is calculated by reference to one futures contract and as at 30 June 2020 is calculated by reference to the WTI Crude Oil September futures contract, and it “rolls” to a subsequent contract over a five-day period. The Multi-Tenor Index is calculated by reference to three consecutive monthly equally

¹ The New York Mercantile Exchange, Inc (NYMEX), merged with Chicago Mercantile Exchange (CME) Group in 2008.

weighted futures contracts, so that as at 30 June 2020 the index is calculated by reference to the WTI Crude Oil September, October and November futures contracts. Calculating the index by reference to multiple contracts mitigates the concentration risk and diversifies the exposure provided by the Multi-Tenor Index compared to the Original Index.

The Multi-Tenor Index aims to track the performance of an equal-weight basket of three WTI Crude Oil future contracts, rebalanced monthly. The Multi-Tenor Index is also floored at zero and cannot go negative.

The Multi-Tenor Index is the intellectual property of UBS AG, acting through its London Branch (or any successor thereto). Bloomberg Index Services Limited ("BISL") is the Index Administrator of the Multi-Tenor Index.

Index Methodology

The index aims to hold an equal weight basket of three WTI Crude Oil futures contracts on the curve.

To maintain the long position of the basket, contracts are 'rolled' from the sixth to the tenth (inclusive) General Trading Day of each calendar month using the roll schedule on the Bloomberg website at <https://data.bloomberglp.com/professional/sites/10/Bloomberg-WTI-Crude-Oil-Multi-Tenor-Index-Methodology.pdf>.

The notional amounts to be bought for the three futures (i.e., target weights 33.3% or equal weighting) are calculated on a monthly basis on close of the fourth General Trading Day of each calendar month.

The roll schedule and the full methodology, including details of the Designated Contracts and the Roll Process can be found on the Bloomberg website at: <https://data.bloomberglp.com/professional/sites/10/Bloomberg-WTI-Crude-Oil-Multi-Tenor-Index-Methodology.pdf>

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The Micro and Commodity Securities are not sponsored, endorsed, sold or promoted by Bloomberg or UBS Securities or any of their subsidiaries or affiliates. None of Bloomberg, UBS Securities or any of their subsidiaries or affiliates makes any representation or warranty, express or implied, to the owners of or counterparts to the Micro and Commodity Securities or any member of the public regarding the advisability of investing in securities or commodities generally or in the Micro and Commodity Securities particularly. The only relationship of Bloomberg, UBS Securities or any of their subsidiaries or affiliates to the Issuer and ManJer is the licensing of certain trademarks, trade names and service marks and of the Bloomberg (BCOM) Commodity Indices, which is determined, composed and calculated by Bloomberg, in conjunction with UBS Securities without regard to the Issuer or the Micro and Commodity Securities. Bloomberg and UBS Securities have no obligation to take the needs of the Issuer or the owners of the Micro and Commodity Securities into consideration in determining, composing or calculating Bloomberg (BCOM) Commodity Indices. None of Bloomberg, UBS Securities or any of their respective subsidiaries or affiliates is responsible for, or has participated in the determination of the timing of, prices at, or quantities of the Micro and Commodity Securities to be issued or in the determination or calculation of the equation by, which the Micro and Commodity Securities are to be converted into cash. None of Bloomberg, UBS Securities or any of their subsidiaries or affiliates shall have any obligation or liability, including, without limitation, to Micro and Commodity Securities customers, in connection with the administration, marketing or trading of the Micro and Commodity Securities. Notwithstanding the foregoing, UBS Securities, and Bloomberg and their respective subsidiaries and affiliates may independently issue and/or sponsor financial products unrelated to the Micro and Commodity Securities currently being issued by the Issuer, but which may be similar to and competitive with the Micro and Commodity Securities. In addition, UBS Securities, and Bloomberg and their subsidiaries and affiliates actively trade commodities, commodity indexes and commodity futures (including the Bloomberg (BCOM) Commodity Indices and Bloomberg Commodity Index Total ReturnSM), as well as swaps, options and derivatives which are linked to the performance of such commodities, commodity indexes and commodity futures. It is possible that this trading activity will affect the value of the Bloomberg (BCOM) Commodity Indices and Micro and Commodity Securities.

This Prospectus relates only to the Micro and Commodity Securities and does not relate to the exchange-traded physical commodities underlying any of the Bloomberg (BCOM) Commodity Indices components. Purchasers of the Micro and Commodity Securities should not conclude that the inclusion of a futures contract in the Bloomberg (BCOM) Commodity Indices is any form of investment recommendation of the

futures contract or the underlying exchange-traded physical commodity by Bloomberg, UBS Securities or any of their subsidiaries or affiliates. The information in this Prospectus regarding the Bloomberg (BCOM) Commodity Indices components has been derived solely from publicly available documents. None of Bloomberg, UBS Securities or any of their subsidiaries or affiliates has made any due diligence inquiries with respect to the Bloomberg (BCOM) Commodity Indices components in connection with the Micro and Commodity Securities. None of Bloomberg, UBS Securities or any of their subsidiaries or affiliates makes any representation that these publicly available documents or any other publicly available information regarding the Bloomberg (BCOM) Commodity Indices components, including without limitation a description of factors that affect the prices of such components, are accurate or complete.

NONE OF BLOOMBERG UBS SECURITIES OR ANY OF THEIR SUBSIDIARIES OR AFFILIATES GUARANTEES THE ACCURACY AND/OR THE COMPLETENESS OF THE BLOOMBERG (BCOM) COMMODITY INDICES OR ANY DATA RELATED THERETO AND NONE OF BLOOMBERG, UBS SECURITIES OR ANY OF THEIR SUBSIDIARIES OR AFFILIATES SHALL HAVE ANY LIABILITY FOR ANY ERRORS, OMISSIONS OR INTERRUPTIONS THEREIN. NONE OF BLOOMBERG, UBS SECURITIES OR ANY OF THEIR SUBSIDIARIES OR AFFILIATES MAKES ANY WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE OBTAINED BY THE ISSUER, OWNERS OF THE MICRO AND COMMODITY SECURITIES OR ANY OTHER PERSON OR ENTITY FROM THE USE OF THE BLOOMBERG (BCOM) COMMODITY INDICES OR ANY DATA RELATED THERETO. NONE OF BLOOMBERG, UBS SECURITIES OR ANY OF THEIR SUBSIDIARIES OR AFFILIATES MAKES ANY EXPRESS OR IMPLIED WARRANTIES AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO THE BLOOMBERG (BCOM) COMMODITY INDICES OR ANY DATA RELATED THERETO. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT SHALL BLOOMBERG, UBS SECURITIES OR ANY OF THEIR SUBSIDIARIES OR AFFILIATES HAVE ANY LIABILITY FOR ANY LOST PROFITS OR INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSSES, EVEN IF NOTIFIED OF THE POSSIBILITY THEREOF.

SOLACTIVE CARBON EMISSION ALLOWANCES ROLLING FUTURES INDEX

Description

The Solactive Carbon Emission Allowances Rolling Futures Index tracks the performance of the ICE EUA (Carbon Emission Allowances) futures contract.

The Solactive Carbon Emission Allowances Rolling Futures Index is published under the following identifiers:

Name	ISIN	Currency	Type	Ticker
Solactive Carbon Emission Allowances Rolling Futures Index	DE000SL0CXA2	EUR	Excess Return	SOLCARBF Index

Historical performance

Further information about the Solactive Carbon Emission Allowances Rolling Futures Index, including past performance of the index can be obtained free of charge on the Solactive website via the following link: <https://www.solactive.com/indices/?se=1&index=DE000SL0CXA2>. This historic data will allow users to assess the volatility of the Solactive Carbon Emission Allowances Rolling Futures Index.

Roll methodology

During the roll period, the ACTIVE CONTRACT is rolled over a ten-day period into the NEXT ACTIVE CONTRACT. The roll period starts on the 15th calendar day of November, provided such a day is a trading day, otherwise the first trading day following after. The contract roll weight of the ACTIVE CONTRACT is then decreased by 10% after the close of business of each trading day of the roll period starting at 100% while the contract roll weight of the NEXT ACTIVE CONTRACT is increased by 10% after the close of business of each trading day of the roll period starting at 0%. After the end of the roll period the NEXT ACTIVE CONTRACT becomes the ACTIVE CONTRACT. The ACTIVE CONTRACT and the NEXT ACTIVE CONTRACT are selected based on the current/next month as follows:

ACTIVE CONTRACT:

Contract/Month	1	2	3	4	5	6	7	8	9	10	11	12
CIF2	Z	Z	Z	Z	Z	Z	Z	Z	Z	Z	Z+	Z+

NEXT ACTIVE CONTRACT:

Contract/Month	1	2	3	4	5	6	7	8	9	10	11	12
CIF2	Z+	Z+	Z+	Z+	Z+	Z+	Z+	Z+	Z+	Z+	Z++	Z++

A “+” defines a contract of the following year.

The following naming convention of the contracts holds: Identifier Z is December

Details of the index calculation and construction methodology appear in the index handbook which can be found at: <https://www.solactive.com/>

Oversight Committee:

An oversight committee composed of staff from Solactive and its subsidiaries is responsible for decisions regarding any amendments to the rules of the index. Any such amendment, which may result in an amendment of the guideline, must be submitted to the oversight committee for prior approval and will be made in compliance with the Methodology Policy, which is available on the Solactive website: <https://www.solactive.com/documents/methodology-policy/>

Methodology review

The methodology of the index is subject to regular review, at least annually. In case a need of a change of the methodology has been identified within such review (e.g. if the underlying market or economic reality has changed since the launch of the index, i.e. if the present methodology is based on obsolete assumptions and factors and no longer reflects the reality as accurately, reliably and appropriately as before), such

change will be made in accordance with the Solactive Methodology Policy, which is incorporated by reference and available on the Solactive website: <https://www.solactive.com/documents/methodology-policy/>. Such change in the methodology will be announced on the Solactive website under the section “Announcement”, which is available on the Solactive website at <https://www.solactive.com/news/announcements/>.

SOLACTIVE CALIFORNIA CARBON ROLLING FUTURES INDEX

Description

The Solactive California Carbon Rolling Futures Index tracks the performance of the ICE California Carbon Allowance Vintage Future listed on ICE.

The Index is calculated, administrated and published by Solactive assuming the role as index administrator under the Regulation (EU) 2016/1011 (the “BENCHMARK REGULATION” or “BMR”).

The Solactive California Carbon Rolling Futures Index is published under the following identifiers:

Name	ISIN	Currency	Type	Ticker
Solactive California Carbon Rolling Futures ER Index	DE000SL0GT96	USD	Excess Return	.SOLCCAER Index
Solactive California Carbon Rolling Futures TR Index	DE000SL0GUA9	USD	Total Return	.SOLCCATR Index

Further information about the Solactive California Carbon Rolling Futures Index, including past performance of the index can be obtained free of charge on the Solactive website via the following link: <https://www.solactive.com/indices/?se=1&index=DE000SL0GT96>. This historic data will allow users to assess the volatility of the Solactive California Carbon Rolling Futures Index.

Roll methodology

During the roll period, the “Active Contract” is rolled over a fifteen-day period into the “Next Active Contract”. The roll period starts on the 1st trading of October. The contract roll weight of the active contract is then decreased by one fifteenth after the close of business of each trading day of the roll period starting at 100% while the contract roll weight of the next active contract is increased by one fifth after the close of business of each trading day of the roll period starting at 0%. after the end of the roll period the next active contract becomes the active contract. the active contract and the next active contract are selected based on the current/next month as follows:

ACTIVE CONTRACT:

Contract/Month	1	2	3	4	5	6	7	8	9	10	11	12
CCA	Z	Z	Z	Z	Z	Z	Z	Z	Z	Z+	Z+	Z+

NEXT ACTIVE CONTRACT:

Contract/Month	1	2	3	4	5	6	7	8	9	10	11	12
CCA	Z+	Z+	Z+	Z+	Z+	Z+	Z+	Z+	Z+	Z++	Z++	Z++

A “+” defines a contract of the following year.

The following naming convention of the contracts holds: Identifier Z is December

Details of the index calculation and construction methodology appear in the index handbook which can be found on the Solactive website at: <https://www.solactive.com/>

Oversight Committee:

An oversight committee composed of staff from Solactive and its subsidiaries is responsible for decisions regarding any amendments to the rules of the index. Any such amendment, which may result in an amendment of the guideline, must be submitted to the oversight committee for prior approval and will be made in compliance with the Methodology Policy, which is available on the Solactive website: <https://www.solactive.com/documents/methodology-policy/>

Methodology review

The methodology of the index is subject to regular review, at least annually. In case a need of a change of the methodology has been identified within such review (e.g. if the underlying market or economic reality has changed since the launch of the index, i.e. if the present methodology is based on obsolete assumptions and factors and no longer reflects the reality as accurately, reliably and appropriately as before), such change will be made in accordance with the Solactive Methodology Policy, which is incorporated by reference and available on the Solactive website: <https://www.solactive.com/documents/methodology-policy/>. Such change in the methodology will be announced on the Solactive website under the section "Announcement", which is available on the Solactive website at <https://www.solactive.com/news/announcements/>.

Disclaimer by Solactive

Solactive AG ("**Solactive**") is the licensor of Solactive California Carbon Rolling Futures Index (the "**Index**"). The financial instruments that are based on the Index are not sponsored, endorsed, promoted or sold by Solactive in any way and Solactive makes no express or implied representation, guarantee or assurance with regard to: (a) the advisability in investing in the financial instruments; (b) the quality, accuracy and/or completeness of the Index; and/or (c) the results obtained or to be obtained by any person or entity from the use of the Index. Solactive does not guarantee the accuracy and/or the completeness of the Index and shall not have any liability for any errors or omissions with respect thereto. Notwithstanding Solactive's obligations to its licensees, Solactive reserves the right to change the methods of calculation or publication with respect to the Index and Solactive shall not be liable for any miscalculation of or any incorrect, delayed or interrupted publication with respect to the Index. Solactive shall not be liable for any damages, including, without limitation, any loss of profits or business, or any special, incidental, punitive, indirect or consequential damages suffered or incurred as a result of the use (or inability to use) of the Index.

PART 4

DESCRIPTION OF COMMODITY SECURITIES

The following is a description of the rights attaching to Commodity Securities. The legally binding Conditions of Commodity Securities are set out in Part 7 (Trust Instrument and Commodity Securities) of this Prospectus. Copies of the Trust Instrument, by which Commodity Securities are constituted, are available for inspection as set out in paragraph 8 of Part 12 (Additional Information) under the heading “Documents Available for Inspection”.

Commodity Securities are Priced by Reference to Micro Securities

For convenience, this Prospectus generally refers to Commodity Securities, being Individual Securities or Index Securities. To facilitate the establishment and Rebalancing of Index Securities, the Commodity Securities are priced by reference to Micro Securities, with each such Commodity Security being notionally equivalent to a number of Micro Securities of one or more classes (which in this Prospectus are referred to as being “comprised in” the Commodity Securities). Individual Securities and Index Securities are however separate securities from the Micro Securities and are recorded on a separate Register (for each class), but the amount payable on their Redemption is determined by reference to the price of Micro Securities and they can (when in Certificated Form) be surrendered in exchange for such Micro Securities (which is why such Commodity Securities are said in this Prospectus to be “comprised of” Micro Securities). The appropriate numbers and classes of Micro Securities may likewise be surrendered in exchange for Commodity Securities. Micro Securities will generally only be issued on surrender in exchange for Commodity Securities or when an Index Security cannot be fully priced (as described below under “Applications and Redemptions — Settlement Pricing”) but may be redeemed in the same manner as Commodity Securities. However the Redemption Fee will be applicable to such redemption, irrespective of the number of Micro Securities redeemed. Applications for Micro Securities will not be accepted unless the Issuer in its discretion determines to do so. If an application for Micro Securities is accepted, the same procedures as apply to applications for Individual Securities will apply.

A Micro Security is an undated limited recourse secured debt security of the Issuer to be issued pursuant to, and constituted by, the Trust Instrument.

Save in the case of WTI Crude Oil A Micro Securities and WisdomTree Crude Oil Individual Securities and the cases of the CLT LD Micro Securities, a Micro Security of a particular class at any time has a Price equal to one millionth of the Price of an Individual Security of that same class at that same time and an Individual Security is comprised of one million Micro Securities of that same class. Each WisdomTree Crude Oil Individual Security is comprised of, and has a Price equal to that of, 1,447,357 WTI Crude Oil Micro Securities. Individual Securities of the same classes as the CLT LD Micro Securities have not been created.

An Index Security is comprised of a defined number of Micro Securities of a number of different classes. The numbers and classes of Micro Securities which together comprise an Index Security are subject to change from time to time, as set out below under the heading “Rebalancing of Index Securities”.

Pricing of Commodity Securities

A Commodity Security entitles an Authorised Participant (subject to certain conditions) to require the redemption of the Commodity Security at the Price of that Commodity Security calculated in the Relevant Currency on the relevant Pricing Day (day T) and to receive such amount on the Redemption Payment Date (normally day T+2). Payment for creations and redemptions of Euro Securities will be made in US Dollars unless Euro Payments Applies (as defined in the Conditions) in which case it will be made in Euro. Payment for creations and redemptions of Dollar Securities will be made in US Dollars.

Individual Securities will usually be priced on each day on which there is trading in the Designated Contract on the Relevant Exchange and pricing will be based on the relevant Individual Commodity Index published at the end of the day (subject to Market Disruption Events occurring, which will result in pricing being deferred until the next available Pricing Day). Index Securities will only be priced on a day where each and every commodity represented in the relevant Index Security is priced that day.

Not all classes of Individual Securities have the same Pricing Days (because the Exchanges used in calculating the Individual Commodity Indices are different). However, if a day is not a Pricing Day for a particular class of Classic Individual Security, then it will generally not be a pricing day for the class of Longer Dated Individual Security priced by reference to the same Individual Commodity Index. Consequently there

will be days on which Prices are calculated and published for some classes of Individual Securities but not others and consequently for some Index Securities but not others.

Prices will be calculated for each Commodity Security following the end of each day which is a Pricing Day for each component of that Commodity Security, and the Issuer's calculations of such Prices will be posted on the Issuer's website at <https://www.wisdomtree.eu/pricing>.

In certain circumstances the Calculation Agent may under the Facility Agreements declare a day to be a Market Disruption Day for one or more Individual Commodity Indices and, if so, the Individual Securities and Index Securities which use such Indices to determine their price will not be priced that day even if Individual Commodity Indices are published for such on that day, whereupon the mechanism described under the heading "Market Disruption Days" in Part 3 (*The Bloomberg Commodity Index Family and the Solactive Carbon Emissions Index*) and under the headings "Applications and Redemptions — Settlement Pricing" and "Applications and Redemptions — Redemption Processes" below will operate.

A Price will be calculated by the Issuer for each class of Individual Security on each day that is a Pricing Day for that class. The Individual Commodity Indices will be those calculated and published for that Pricing Day. The Indices are currently published to three places of decimals. The Price will be calculated to seven places of decimals with 0.00000005 rounded upwards.

Pricing of Individual Securities

The Price (which may not be negative) for each class of Classic Individual Security (other than WisdomTree WTI Crude Oil Individual Securities) and Longer Dated Individual Security, for each Pricing Day for that class, will be calculated in the Relevant Currency as follows:

N

$$\text{Price}_{(i,t)} = I_{(i,t)} \times M_{(i,t)} \times \text{PF}_{(i,t)} / 10$$

where:

i refers to the relevant class of Individual Security;

t refers to the applicable Pricing Day;

Price_(i,t) is the Price of an Individual Security of class i for day t;

I_(i,t) is the closing settlement price level of the Individual Commodity Index applicable to an Individual Security of class i for day t;

M_(i,t) is the Multiplier for day t; and

PF_(i,t) is the Pool Factor applicable to the relevant class of Individual Security on day t.

For WisdomTree WTI Crude Oil Individual Securities, the figure 14.47357 should be used in the formula instead of 10. For Micro Securities of any class (including CLT LD Micro Securities) the figure of 10,000,000 should be used in the formula instead of 10.

Multiplier

The Multiplier is calculated as follows:

$$M_{(i,t)} = M_{(i,t-1)} \times (1 + CA_{(i,t)});$$

where:

i refers to the relevant class of Individual Security;

t refers to the applicable day;

M_(i,t) is the Multiplier of an Individual Security of class i for day t;

$M_{(i,t-1)}$ is the Multiplier of an Individual Security of class i for the previous day t-1; and

$CA_{(i,t)}$ is the Capital Adjustment of an Individual Security of class i applicable on day t, expressed as a decimal.

As at 10 March 2023 the Multiplier for each type of Micro and Commodity Security was as set out in the table below:

Micro and Commodity Securities	Multiplier (%)
Bloomberg-linked Dollar Classic Micro and Commodity Securities	0.9906985
Bloomberg-linked Longer-Dated Micro and Commodity Securities	0.9303060
Solactive- linked Dollar Micro and Commodity Securities	2.0000000*
Solactive- linked Euro Micro and Commodity Securities	0.9887963

* As at the date of this Prospectus no Solactive- linked Dollar Micro and Commodity Securities have been issued. The Multiplier for WisdomTree California Carbon will be 2.0000000 on the day on which the first California Carbon Micro or WisdomTree California Carbon Individual Security is issued.

The Multiplier for Individual Securities reflects the Capital Adjustment (as described in greater detail under the heading “The Capital Adjustment element of the formula” in Part 2 (*How does a Security Holder determine the value of their investment?*)).

As at the date of this Prospectus, the Multiplier is the same for all classes of Bloomberg-linked Classic Commodity Securities and is the same for all classes of Bloomberg-linked Longer Dated Commodity Securities and for both Commodity Contract Counterparties, however, the Multiplier for Bloomberg-linked Longer Dated Commodity Securities is not the same as the Multiplier for Bloomberg-linked Classic Commodity Securities. In future, the Capital Adjustment could be changed so that the Multiplier is different for any types of Classic Commodity Securities or any types of Longer Dated Commodity Securities.

The Multipliers will be calculated daily by the Issuer to seven places of decimals with 0.00000005 rounded upwards.

Capital Adjustment

The Capital Adjustment is a daily rate expressed as a percentage, which will be as agreed from time to time by each Commodity Contract Counterparty and the Issuer (as described in greater detail under the heading “The Capital Adjustment element of the formula” in Part 2 (*How does a Security Holder determine the value of their investment?*)).

The Capital Adjustment may or may not be less than the rate of interest which an investor could earn by depositing funds in money markets at overnight rates, or by fully collateralising an investment in futures contracts.

The Multiplier and the Capital Adjustment applying to each type of Commodity Security on each day will be posted by the Issuer on its website, at <https://www.wisdomtree.eu/pricing>.

Index Securities

Initially (save in the case of the Ex Classic Index Securities), the number of Classic Micro Securities was set so that the Price of each Classic Index Security was equal to one tenth of the value of the Bloomberg Commodity IndexSM (for the WisdomTree Broad Commodities Index Security) and various of the sub- indices (for the other Classic Index Securities) (expressed in dollars and divided by ten) as at the completion of rebalancing on 17 January 2006 and the number of Longer Dated Micro Securities was set so that the Price of each Longer Dated Index Security was equal to one tenth of the value of the Bloomberg Commodity Index 3 Month ForwardSM (for the WisdomTree Broad Commodities Longer Dated Index Security) and various of the sub-indices (for the other Longer Dated Index Securities) (expressed in dollars and divided by ten) as at 7 September 2007.

Excluding the impact of the Multiplier, the Classic Index Securities and the Longer Dated Index Securities have been designed to closely replicate the relevant Bloomberg (BCOM) Commodity Index and its various sub-indices. However, the Index Securities are not priced directly off such indices and differences may arise between the prices of such Index Securities (excluding the Multiplier) and the published levels for the Bloomberg (BCOM) Commodity Indices and the sub-indices. In order to minimise any such differences, the

Index Securities may be rebalanced from time to time as described below under “Rebalancing of Index Securities”.

Pricing of Index Securities

A Price will be calculated by the Issuer for each category of Classic Index Security and Longer Dated Index Security for each day that is a Pricing Day for all of the classes of Micro Securities that are comprised in that category of Index Security. The Price of each Micro Security is 1 millionth of the Price of an Individual Security of the same class. The Price of each Index Security will be the sum of the Prices of all Micro Securities comprised in the Index Security. The Price will be calculated to seven places of decimals with 0.00000005 rounded upwards.

If a Market Disruption Day occurs on the Relevant Exchange for a particular Individual Commodity Index, then that day will not be a Pricing Day for the corresponding class of Micro Security and the mechanism described under “Market Disruption Days” in Part 3 (*The Bloomberg Commodity Index Family and the Solactive Carbon Emissions Index*) will operate.

Further information is contained under “Settlement Pricing” below.

Illustration of Pricing Calculations

The following table illustrates how the Price for Individual Securities and Index Securities will be calculated, using the Individual Commodity Indices as at 10 March 2023 on that day:

	Live Cattle	Lean Hogs	Livestock Basket
Individual Securities			
Index (I)	58.66279777	3.91246753	
Multiplier (M)	0.9906985	0.9906985	
Price (I * M/10)	5.8117146	0.3876076	
Index Security			
Number of Microsecurities (MS)	273,160	2,054,454	
Price per MS (P)	0.00000581	0.00000039	
Total Value (MS * P)	1.587528	0.796322	2.3838499

Rebalancing of Index Securities

Whenever the Bloomberg Commodity IndexSM is re-weighted, which is expected to occur each January, the Bloomberg Commodity Index 3 Month ForwardSM will also be rebalanced. As a result, any rebalancing of the Bloomberg Commodity IndexSM will cause a rebalancing of all categories of Index Security.

Index Securities will be Rebalanced by changing the number of Micro Securities comprised in each category of Index Security (a “**Required Rebalancing**”). In addition, at any time during the year the Issuer may effect a Rebalancing to help reduce tracking error with the Bloomberg (BCOM) Commodity Indices or any of the sub-indices (a “**Voluntary Rebalancing**”). There will be no change in the value of an Index Security due to a Rebalancing and no action is required on the part of a Security Holder. The consequence of a Rebalancing is that, following the Rebalancing, fewer of some classes of Micro Securities, and more of other classes of Micro Securities, will be comprised in an Index Security. A Rebalancing takes effect as a modification of the terms of an Index Security, including as to the numbers and classes of Micro Security in exchange for which it may be surrendered, but no Micro Securities are in fact created, issued, cancelled or redeemed.

Because there is no change to the value of an Index Security through the Rebalancing process, there will be no cash payment to or from the Issuer.

The Issuer will advise Security Holders of any Rebalancing, at least seven days prior to a Rebalancing commencing, through an RIS. After a Rebalancing is completed, the Issuer will advise the number of Micro Securities which are thereafter comprised in each Index Security, through an RIS prior to trading commencing on the first Trading Day on which the completed Rebalancing applies.

Required Rebalancing

A Required Rebalancing occurs whenever there is a rebalancing of the Relevant Commodity Index being the Bloomberg Commodity IndexSM for Classic Index Securities and the Bloomberg Commodity Index 3 Month ForwardSM for Longer Dated Index Securities.

For a Required Rebalancing, the number of Micro Securities comprised in each Index Security will be adjusted using the CIPs as published each year (usually in July of the previous year). Such adjustment will generally occur on the sixth to tenth General Trading Days in January and will result in the number of Micro Securities of each class comprised in each Index Security of each category being reduced or increased over such period to reach a target number of such Micro Securities, which in turn is based on the rebalanced effective percentage weights for the Bloomberg Commodity IndexSM or the Bloomberg Commodity Index 3 Month ForwardSM (as the case may be). This process is intended to achieve the result that the effective weights of each commodity in the Index Securities of each category is re-weighted to the same extent as in the Bloomberg (BCOM) Commodity Indices.

Voluntary Rebalancing

A Voluntary Rebalancing may be generally effected if the Issuer decides there is sufficient tracking error with the Relevant Commodity Index or any of its sub-indices as to warrant a Rebalancing. A Rebalancing effected to reduce tracking error may reduce tracking error going forward but will not correct any tracking error to that date.

As there will be no change in value, a Rebalancing will not re-set the Price of an Index Security (excluding the Multiplier or Capital Adjustment where relevant).

A Voluntary Rebalancing will generally be effected on a single day and will result in the number of Micro Securities comprised in each category of Index Security being adjusted using the ECIPs of the Relevant Commodity Index.

Extended Voluntary Rebalancing

When giving notice of a Voluntary Rebalancing, the Issuer may elect to effect such Voluntary Rebalancing over the entire Roll Period — an “Extended Voluntary Rebalancing”. If so, the Extended Voluntary Rebalancing will use the same process as for a Required Rebalancing, commencing with the ECIPs and Prices of Commodity Securities on the Rebalancing Calculation Date for that Roll Period.

Rebalancing Methodology

The methodology used to effect a Rebalancing requires certain inputs, the three main inputs being the Price of each Index Security and the weights and Prices of the relevant Micro Securities. For all Rebalancings, the relevant Price (rather than Index) is used, being the Price of the relevant Index Security and Micro Securities on the Rebalancing Calculation Date. The weightings to be used will be based on the CIPs (for a Required Rebalancing) or the ECIPs (for Voluntary Rebalancing) on the Rebalancing Calculation Date. These inputs will then be used in the Rebalancing calculations using the methodology discussed above. While CIPs are approved in advance for the purposes of re-balancing annually the Bloomberg (BCOM) Commodity Indices as described under the heading “Composition and Weightings” in Part 3 (*The Bloomberg Commodity Index Family and the Solactive Carbon Emissions Index*), ECIPs are the effective weights of the Relevant Commodity Index and its sub-indices, reflecting movements in the Individual Commodity Indices since the previous Rebalancing, as calculated and published by Bloomberg. Where effective percentage weights are used in connection with Longer Dated Index Securities for the purposes of a Required Rebalancing, the weights are determined by the Calculation Agent but are not subject to approval or publication by Bloomberg.

Authorised Participants

Only Authorised Participants may request the Issuer to create or redeem Commodity Securities, save where, as noted elsewhere in this Prospectus, on the date on which a Redemption Form is lodged there are no Authorised Participants or the Issuer has announced that redemptions by Security Holders will be permitted and the Security Holder submits a notice of redemption in the form prescribed for such circumstances by the Issuer. A person can only be an Authorised Participant if it is: (a) a securities house or other market professional approved by the Issuer (in its absolute discretion); and (b) an Authorised Person, an Exempt Person or an Overseas Person. An Authorised Participant must also have entered into: (a) an Authorised Participant Agreement with the Issuer dealing with, amongst other things, the rights and obligations of the Authorised Participant in relation to applying for and redeeming Commodity Securities and (b) a Direct Agreement with a Commodity Contract Counterparty, under which, amongst other things, the Authorised Participant and the Commodity Contract Counterparty provide undertakings to each other regarding the settlement of moneys payable for applications and redemptions.

Authorised Participant Agreements have been entered into with ABN AMRO Clearing Bank N.V., Citigroup Global Markets Limited, DRW Global Markets Limited, Goldenberg Hehmeyer LLP, Jane Street Financial Limited, Merrill Lynch International, Morgan Stanley & Co. International plc, Optiver VOF, Susquehanna International Securities Limited and Virtu Financial Ireland Limited, the terms of which (as amended) are summarised in paragraph 3 of Part 12 (*Additional Information*).

Under the Facility Agreements, each Commodity Contract Counterparty has the right to give notice (with immediate effect) that an Authorised Participant has ceased to be acceptable to it in certain circumstances, including if it deems such person to be unacceptable to it as an Authorised Participant for credit, compliance, general business policy or reputational reasons. As a result of any exercises of such right there could at any time be no Authorised Participants.

The Issuer will use its reasonable endeavours to ensure that at all times for the duration of the Programme there are at least two Authorised Participants. In the event that at any time there are no Authorised Participants, Security Holders will be permitted to redeem Commodity Securities respectively held by them directly from the Issuer. Security Holders will be informed through a RIS announcement if there are at any time no Authorised Participants and consequently that they may redeem directly with the Issuer.

Applications and Redemptions

All applications for and redemptions of Commodity Securities and redemptions of Micro Securities, and the matching creation and termination of Commodity Contracts, may be effected using the pricing formulae described above ("**Settlement Pricing**") which is based on Indices calculated using end of day settlement pricing for the various Designated Contracts.

However, to enable Authorised Participants and Commodity Contract Counterparties to have the flexibility to agree, between themselves, intra-day or other pricing for Commodity Securities and Micro Securities ("**Agreed Pricing**") and hence for matching Commodity Contracts, issues and redemptions may be effected at any price and in any amount agreed between an Authorised Participant and a Commodity Contract Counterparty and notified to the Issuer. The rights of all other security holders to receive Settlement Pricing for a redemption of their Micro or Commodity Securities will not be impacted by any Agreed Pricing.

The application and redemption procedures to be followed by Authorised Participants, the Issuer and the Commodity Contract Counterparties are set out in the Authorised Participant Agreements and the Facility Agreement and are summarised below. These procedures may be amended at any time by agreement between the relevant parties.

Application Processes

Commodity Securities may be issued on the Application of an Authorised Participant during the period of 12 months from the date of this Prospectus. There is no minimum number of Commodity Securities that must be applied for (but there is a Minimum Creation Amount for the creation of Commodity Contracts on any Pricing Day, and if that Minimum Creation Amount is not achieved through applications for corresponding Commodity Securities by all Authorised Participants, the Commodity Contract Counterparty may elect that no creations of Commodity Contracts of that class or category will occur, in which case no Commodity Securities of that class or category will be issued). The Issuer will decline Applications if it cannot for any reason create corresponding Commodity Contracts under a Facility Agreement.

The Minimum Creation Amount is as follows:

- (a) for the creation of Commodity Contracts in relation to the issue of Dollar Individual Securities, US\$50,000 per class of Individual Security; or
- (b) for the creation of Commodity Contracts in relation to the issue of Euro Individual Securities, €50,000 per class of Euro Individual Security; or
- (c) for the creation of Commodity Contracts in relation to the issue of Index Securities, US\$100,000 per category of Index Security.

An Authorised Participant may subscribe for Commodity Securities using Settlement Pricing or, if agreed with a Commodity Contract Counterparty using Agreed Pricing. In either case, Commodity Securities will only be issued if corresponding Commodity Contracts can be created by the Issuer for the same amount.

Application Moneys for all Commodity Securities must be paid by Applicants directly to the relevant Commodity Contract Counterparty by the Authorised Participant making the Application, via CREST. Legal title to Commodity Securities will be transferred by means of the CREST system and evidenced by an entry on the Register.

Settlement of Commodity Securities on issue will only be made against payment in CREST and only after:

- (a) (subject as set out under “The System” below) receipt by the Issuer of a valid Application Form;
- (b) the creation of matching Commodity Contracts; and
- (c) Listing in respect of such Commodity Securities having become effective.

If an Applicant does not make payment for the full amount of the Commodity Securities to be issued on the due date for payment or the following Business Day, the Issuer may elect by notice to the Applicant to cancel the Application. Alternatively the Issuer may elect to enforce against the relevant Applicant the obligation of that Applicant to pay for the Commodity Securities applied for.

The procedures required to be followed when making an Application depend on whether Agreed Pricing or Settlement Pricing is being used.

Agreed Pricing

There are no restrictions on the number of Commodity Securities that can be applied for, the time for lodging the Application or the settlement date, other than the requirement for the Issuer to receive the requisite signed documents from both the Authorised Participant and the relevant Commodity Contract Counterparty not later than two London Business Days prior to the proposed settlement date.

Settlement Pricing

The following procedures apply when Settlement Pricing is used in an Application:

- an Application for Commodity Securities using Settlement Pricing may only be made on a General Trading Day (a day which is a Trading Day on all of the Exchanges);
- a Price will be determined for each class relevant to a valid Application on the day of Application if it is a Pricing Day for that class; if it is not a Pricing Day (because it is a Market Disruption Day for the relevant Individual Commodity Index), then the Price will be determined on the next Pricing Day for that class;
- if the Application is for Index Securities, and a Price has been determined for some but not all components of those securities by the fourth General Trading Day following the day on which it was deemed received, the Application will be deemed to be split into two — one for Micro Securities comprised in that Index Security for which a Price has been determined and another for Micro Securities comprised in that Index Security for which a Price has not been determined (which will be treated as a new Application for those Micro Securities); an Application received by the Issuer after 8.00 a.m. and before 2.30 p.m. (or, if earlier, 30 minutes prior to the applicable Notice Deadline) on a Pricing Day for Micro Securities comprised in that Index Security applied for (day T) will enable the Authorised Participant to be registered as the Security Holder in respect of the relevant Micro

Securities within two London Business Days (that is, on a T+2 basis), provided that such day and the immediately preceding day are each a New York Business Day, and if not then on the next following Business Day;

- a valid Application remains in force until a Price has been determined for all classes relevant to that Application; if a Price cannot be determined on the day of Application, then it may be cancelled at any time prior to the Notice Deadline on the day on which a Price can be determined or, if the Application is for Index Securities, the fourth General Trading Day when, if it is split in two, only that second, delayed Application can be cancelled (as the first, priced Application for the Micro Securities comprised in the affected Index Securities will have been priced on that day), in the same manner as a new Application;
- an Application received by the Issuer after 8.00 a.m. and before 2.30 p.m. (or, if earlier, 30 minutes prior to the applicable Notice Deadline) on a General Trading Day which is not a Pricing Day for all components of the Commodity Securities applied for will be valid, but day T will not occur until a Price has been determined for all components, and accordingly the Authorised Participant will be registered as the Security Holder in respect of the relevant Commodity Securities, two London Business Days after a Price has been determined for all components (that is, on a T+2 basis), provided that such day and the immediately preceding day are each a New York Business Day, and if not then on the next following Business Day;
- an Application received by the Issuer after 2.30 p.m. (or, if earlier, 30 minutes prior to the applicable Notice Deadline) but before 6.30 p.m. on a General Trading Day will be valid, but will be treated as having been received at 8.00 a.m. on the next following General Trading Day (unless the relevant Commodity Contract Counterparty agrees otherwise, in which case it will be treated as having been received prior to 2.30 p.m. on that General Trading Day);
- an Application received by the Issuer prior to 8.00 a.m. or after 6.30 p.m. on a General Trading Day, or on a day which is not a General Trading Day, will only be valid if the relevant Commodity Contract Counterparty confirms to the Issuer that corresponding Commodity Contracts will be created notwithstanding the time of submission of the Application;
- upon receipt and confirmation of a valid Application, the Issuer will send a Creation Notice to the relevant Commodity Contract Counterparty creating such number of Commodity Contracts as correspond to the Application, and will confirm its receipt of such Creation Notice; and
- following publication of the relevant Individual Commodity Indices, the Issuer will calculate the Price of all Commodity Securities to be issued to each Applicant and will confirm such Price with each Applicant and the relevant Commodity Contract Counterparty by 12 noon on the following Business Day.

Under each Facility Agreement, the relevant Commodity Contract Counterparty is bound by the creation of Commodity Contracts by the Issuer on any Pricing Day for components of Commodity Securities corresponding to those Commodity Contracts, provided that the applicable Creation Notice is lodged with the relevant Commodity Contract Counterparty by 2.30 p.m. (or, if earlier, 30 minutes prior to the applicable Notice Deadline) on a General Trading Day.

Allocation of Commodity Contracts

Under the Trust Instrument there are no restrictions on the Commodity Contract Counterparty with which Commodity Contracts should be created when Commodity Securities are issued, nor are there any restrictions on the Commodity Contract Counterparty with which Commodity Contracts should be terminated. Subject as may otherwise be agreed from time to time between the Issuer and Commodity Contract Counterparties, under the Facility Agreements and for so long as they remain in force and no notices (such as those referred to under the heading “Compulsory Redemptions” in Part 4 (*Description of Commodity Securities*)) have been given thereunder, there are no restrictions (other than Creation Limits and any limits imposed by any Commodity Contract Counterparty in relation to any particular Authorised Participant) on the Commodity Contract Counterparty with which Commodity Contracts should be created when Commodity Securities are issued, nor are there any restrictions (other than Redemption Limits and any limits imposed by any Commodity Contract Counterparty in relation to any particular Authorised Participant) on the Commodity Contract Counterparty with which Commodity Contracts should be terminated. Except in the case of Agreed Pricing, the Issuer may determine in each case the relevant Commodity Contract Counterparty.

The Issuer has implemented procedures which (subject to applicable Creation Limits and Redemption Limits, availability of Commodity Contracts and any limits imposed by any Commodity Contract Counterparty in relation to any particular Authorised Participant) are intended to have the following effects:

- in a case where an application is made for Commodity Securities by an Authorised Participant which is, or an affiliate of which is, a Commodity Contract Counterparty, the equivalent Commodity Contracts should be entered into with that Commodity Contract Counterparty (and referred to as its “Firm Contracts”); and
- other applications will result in the creation of “**Pool Contracts**” and will generally be allocated by the Issuer to one or other Commodity Contract Counterparty in accordance with policies and procedures agreed from time to time between them.

The Issuer reserves the right to allocate creations or terminations of Commodity Contracts amongst Commodity Contract Counterparties in a manner other than as described above on a case by case or on a more general basis. If further additional Commodity Contract Counterparties are appointed then they may be appointed on a basis that they are allocated creations (and terminations) relating either to Firm Contracts only, or both Pool Contracts and Firm Contracts.

In the event that the Issuer determines to divide a Pool as described under the heading “Consolidation and Division of Micro and Commodity Securities” below and in accordance with Condition 20.3, the Conditions provide that outstanding valid Redemption Forms given (save in the case where notice of a Compulsory Redemption Date was given prior to the division becoming effective in which case certain other timings may apply) prior to the division becoming effective will be treated as having been given in respect of the Pool to which following any division the attributable Commodity Contracts had been allocated. This may have the effect that a Security Holder which has lodged a valid Redemption Form prior to a division becoming effective will be treated following the division as owning only Micro and Commodity Securities attributable to a single Pool rather than both Pools as described under the heading “Consolidation and Division of Micro and Commodity Securities” below, and this could be the Pool to which Commodity Contracts with the Lower Credit (as defined under the heading “Consolidation and Division of Micro and Commodity Securities” below) are transferred.

Redemption Processes

A Security Holder who is an Authorised Participant may require the redemption of all or any of its Micro or Commodity Securities using Settlement Pricing or, if agreed with a Commodity Contract Counterparty, using Agreed Pricing.

A Security Holder who is not an Authorised Participant may only require the redemption of any of its Micro or Commodity Securities using Settlement Pricing and only if, on a General Trading Day, there are no Authorised Participants and the Security Holder submits a valid Redemption Form on such day or the Issuer has announced that redemptions by Security Holders will be permitted and the Security Holder submits a notice of redemption in the form prescribed for such circumstances by the Issuer. Payment on redemption to persons who are not Authorised Participants may be subject to their giving to the Issuer and the relevant Commodity Contract Counterparty certain beneficial owner certifications to assess whether such payments should be subject to withholding or deduction for taxes.

Payment of the Redemption Amount will be made by the relevant Commodity Contract Counterparty, in respect of the termination of corresponding Commodity Contract from the Issuer, directly to the relevant Authorised Participant redeeming the Commodity Securities, via CREST.

The procedures required to be followed when lodging a Redemption Form are the same as for making an Application, other than for the following procedures used for Settlement Pricing:

- if a valid Redemption Form requesting Settlement Pricing is lodged with the Issuer after 8.00 a.m. and before 2.30 p.m. (or, if earlier, 30 minutes prior to the applicable Notice Deadline) on a General Trading Day, and that day is a Pricing Day for each class which is a component of the Commodity Securities which are the subject of the Redemption Form, the applicable Redemption Payment Date (on which the redemption will be settled) will be two Business Days following that Pricing Day, or such later date (being a Business Day, or if such date is not a Business Day, the immediately following Business Day) as is specified in the Redemption Form; and

- when Micro or Commodity Securities are to be redeemed, the Issuer will terminate an Equivalent Number of Commodity Contracts, subject to the Issuer's discretion to elect to satisfy Redemption Forms by transfer of the appropriate number of Micro or Commodity Securities to one or more Applicants from Security Holders seeking redemption.

Further details of the procedure relating to Redemptions are set out in the Conditions in Part 7 (*Trust Instrument and Commodity Securities*) below.

If a Counterparty Event of Default is subsisting, then Security Holders who are not Authorised Participants will not have a right to redeem, however the Trustee may, at its discretion and shall if so directed in writing by Security Holders holding not less than 25 per cent. by Price (as at the date of the last signature (or if no Price was determined on that date, the most recently determined Price)) of all Micro and Commodity Securities then outstanding or pursuant to an Extraordinary Resolution passed at a duly called meeting of the Security Holders (as a single class), the Trustee having first been indemnified to its satisfaction, take such proceedings and/or other action as it may think fit against or in relation to the Issuer to enforce any obligations of the Issuer under the Trust Instrument and the security constituted by the Security Deeds in respect of all Micro and Commodity Securities.

The System

The Issuer has implemented a system (the "**System**") for enabling Authorised Participants to make Applications and request Redemptions by means of a secure website and has agreed provisions with the Commodity Contract Counterparties and certain of the Authorised Participants to enable use of such system in substitution for the lodging of the forms otherwise required by the Facility Agreements, the Authorised Participant Agreements and the Conditions for the purposes of such Applications and Redemptions.

It is expected that all Applications will be made and all Redemptions will be requested using the System. In the event of a failure in the System, Applications may be made and Redemptions may be requested using the forms and notices described under the headings "Applications and Redemptions – Application Processes", "Applications and Redemptions – Settlement Pricing" and "Applications and Redemptions – Redemption Processes" above and under the heading "Commodity Contracts" in Part 5 (*Description of Facility Agreements and Commodity Contracts*).

Creation Limits and Redemption Limit

There are two separate Creation Limits, one a total limit and the other a daily limit. Unless otherwise agreed by a Commodity Contract Counterparty, the total limit is that Commodity Contracts cannot be created under the Facility Agreement with it to the extent that the Aggregate Outstanding Contracts Price would exceed US\$7.0 billion (US\$7,000,000,000).

The daily limit is class-specific. Unless otherwise agreed by a Commodity Contract Counterparty, Commodity Contracts of a particular class may not be created under the Facility Agreement with it on a day to the extent that the sum of the Prices of all Commodity Contracts of that class which are created under that Facility Agreement on that day would exceed a specified amount, which:

- for Bloomberg-linked Classic Commodity Contracts and Longer Dated Commodity Contracts of a class relating to commodities other than cocoa, gas oil, lead, platinum and tin is equal to US\$250 million multiplied by the CIP of the relevant commodity on that day, rounded upwards to the next million US Dollars;
- for Bloomberg-linked Classic Commodity Contracts and Longer Dated Commodity Contracts of a class relating to cocoa, gas oil, lead, platinum and tin is US\$7.5 million, save that if the Bloomberg Commodity IndexSM is calculated by reference to prices of commodities including any such commodity, the limit in respect of that commodity will be the higher of US\$7.5 million and the product of US\$250 million and the CIP of the relevant commodity on that day, rounded upwards to the next million US Dollars;
- for California Carbon Commodity Contracts is US\$100,000 in aggregate; and
- for Euro Commodity Contracts is €150 million in aggregate.

The Redemption Limit is also a daily limit, and also class-specific. It is the same amount per class as the daily Creation Limit (unless the Commodity Contract Counterparty otherwise agrees).

For the purposes of the Creation and Redemption Limits, Application Forms and Redemption Forms are dealt with in strict time priority by reference to the date and time of their receipt.

The Creation Limits and Redemption Limit in a Facility Agreement may be amended by written agreement of the Issuer and the relevant Commodity Contract Counterparty. If they are amended, the Issuer will make an announcement by RIS.

Compulsory Redemptions

There are circumstances in which Micro and Commodity Securities can be compulsorily redeemed by the Issuer, either in whole or in part, as set out fully in the Conditions.

The Issuer may, at any time, upon not less than 30 days' notice (or seven days' notice in the event that a Facility Agreement is terminated) by RIS announcement to the Security Holders, redeem all Individual Securities or Micro Securities of a particular class or all Index Securities of a particular category. The Trustee may, at any time, where an Issuer Insolvency Event or a Counterparty Event of Default has occurred and is continuing, upon 20 Business Days' notice to the Issuer, require the Issuer to redeem all Micro and Commodity Securities, whereupon the Issuer will exercise its right to redeem such Securities.

The applicable Index Administrator may cease to publish an Individual Commodity Index. If so, the Issuer has and may exercise the right to redeem all Individual Securities and Micro Securities of the class relating to that Individual Commodity Index.

The Conditions provide that the amount payable upon a Redemption of a Micro Security of a particular class under Settlement Pricing will be the higher of the Principal Amount for that class and the Price of such Micro Security on the applicable Pricing Day. As each class of Micro and Commodity Security is a limited recourse security as described in Condition 3.2, it is in the interests of the Security Holders of each type to ensure that the Price for each relevant class of Micro Securities does not fall below its Principal Amount. The Issuer will aim to avoid the Price of a class of Micro Security falling below its Principal Amount by the following measures: the Issuer may (i) where necessary, seek the sanction of Security Holders by Extraordinary Resolution to reduce the Principal Amount of a class of Micro Security (and of Commodity Securities to the extent they comprise Micro Securities of that class) to a level less than its Price; and/or (ii) if on any Pricing Day the Price of any class of Micro Security falls to 2.5 times the Principal Amount of such Micro Security or below, the Issuer may, at any time for so long as the Price remains below such amount and during the period 60 days thereafter, upon not less than two days' notice by RIS announcement, elect to redeem the Micro Securities of that class (and all types of Commodity Securities which are comprised, in whole or in part, of Micro Securities of that class). The right pursuant to (ii) above will cease once an Extraordinary Resolution is passed to reduce the Principal Amount such that the Price is more than 2.5 times the Principal Amount, subject to any further fall in the Price of any class of Micro Securities to 2.5 times the Principal Amount or below.

If MLI as the Calculation Agent for the purposes of one or more Facility Agreements notifies the Issuer pursuant to that Facility Agreement (or any calculation agency agreement entered into by it in connection therewith) that it has determined that as a result of the application in the United Kingdom of the EU Benchmarks Regulation any calculation, determination or provision by the Calculation Agent of a substitute index value in respect of any class of Commodity Contracts would be unduly burdensome, the Issuer may determine to suspend the right to Redeem the Commodity Securities of that class pursuant to Condition 7.1(a) (and such Calculation Agent may require the Issuer to suspend the right to Redeem the Commodity Securities of that class pursuant to Condition 7.1(a)). Any suspension will not affect any Redemption the Pricing Date for which had passed before the suspension commenced, but any Settlement Redemption Form lodged or deemed received on an Issuer Business Day when the right to Redeem Commodity Securities of that class pursuant to Condition 7.1(a) is suspended will be invalid. The Issuer may at any time (upon not less than two Business Days' notice) nominate an Issuer Business Day to be a Compulsory Redemption Date for all Commodity Securities of a particular class if the right to Redeem the Commodity Securities of that class pursuant to Condition 7.1(a), has been so suspended for at least 30 calendar days.

Under each Facility Agreement, each Commodity Contract Counterparty has the right to terminate some or all of the Commodity Contracts of a particular class if for any reason it is unable to maintain the hedging

positions which (acting reasonably) it attributes to the hedging of its obligations in connection with the Facility Agreement or Commodity Contracts of one or more classes. In such a case, the Issuer has and will exercise the right to redeem the Micro Securities and Individual Securities of that class corresponding to such Commodity Contracts. In some cases this may require the Issuer to redeem Index Securities if Micro Securities of that class are comprised therein. The Issuer reserves the right in its absolute discretion to determine which type or types of Micro and Commodity Securities will be redeemed in that circumstance. Where less than all of the Micro and Commodity Securities of a particular type are to be redeemed, the redemptions will apply to all Security Holders holding Micro and Commodity Securities of that type, *pro rata* to their holdings.

The Issuer may, at any time by not less than seven nor more than 14 Trading Days' written notice, redeem any Micro and Commodity Securities held by Prohibited US Persons or Prohibited Benefit Plan Investors, held by Security Holders who have not provided appropriate certifications as to their status in accordance with the conditions or in certain other circumstances specified in the Conditions.

MLI and CGML have each only agreed to provide Commodity Contracts to the Issuer for ten years from 24 October 2017 (although each Commodity Contract Counterparty may terminate its Facility Agreement on 3 months' notice). If the relevant Commodity Contract Counterparty does not agree to provide Commodity Contracts beyond such date or if either or both Commodity Contract Counterparties chooses to terminate its Facility Agreement earlier, then the Commodity Contracts with it will expire and unless they are replaced by Commodity Contracts with another Commodity Contract Counterparty the Issuer will elect to redeem some or all of the outstanding Micro and Commodity Securities.

Where a compulsory redemption occurs, the Micro and Commodity Securities to be redeemed will be priced in the normal way as set out in Part 4 (*Description of Commodity Securities*) and will include an adjustment for interest as more fully described in the Conditions, but depending on the number of Micro and Commodity Securities to be redeemed this pricing may occur over a period of more than one day. Details of the circumstances in which this could occur are set out in the Conditions.

If at that time Security Holders other than Authorised Participants hold the Commodity Securities being redeemed, the Redemption Amount payable to those Security Holders will be paid by the Commodity Contract Counterparties either to accounts of the Issuer secured for the benefit of the Security Holders of the relevant classes or to the Trustee for the benefit of such Security Holders, and will be paid to those Security Holders by the Issuer or the Trustee.

Application Fees and Redemption Fees

Application Fees and Redemption Fees will only be payable on the issue and redemption of Micro and Commodity Securities and not by investors who buy and sell Micro or Commodity Securities on the secondary market, including the London Stock Exchange.

The Issuer will charge Authorised Participants an Application Fee of up to eight basis points (0.08%) of the Creation Amount (or such other amount as may be accepted by the Issuer, either generally or on any particular occasion) for each Application, regardless of the number of Micro or Commodity Securities being issued.

The Issuer will also charge Authorised Participants a Redemption Fee of up to eight basis points (0.08%) of the Redemption Amount (or such other amount as may be accepted by the Issuer, either generally or on any particular occasion) for each Redemption Form, regardless of the number of Micro or Commodity Securities being redeemed. In the event of a compulsory redemption or a Security Holder who is not an Authorised Participant submitting a Redemption Form in circumstances where there is no Authorised Participant, as described above, the Issuer will charge a Redemption Fee of an amount equal to the Issuer's cost in satisfying such Redemption Form, including costs of enquiries under Condition 15 (*Enquiries as to status of Security Holders*) and of giving the redemption notice (but not exceeding £500), and that amount will be charged by the Issuer by way of a deduction from the redemption proceeds due to such Security Holder.

No additional amounts will be charged by the Issuer to an Applicant or a Security Holder in respect of VAT payable in connection with Application Fees or Redemption Fees.

The Issuer may vary the Application Fees and Redemption Fees at any time after giving 30 days' written notice to Authorised Participants and through a RIS.

Right to Satisfy Applications and Redemptions by Transfer

Notwithstanding the provisions above, the Issuer may, in its discretion, elect to satisfy Application Forms and Redemption Forms by transfer of the appropriate number of Micro or Commodity Securities to one or more Applicants from the Security Holder(s) seeking redemption. For this purpose, a Security Holder seeking redemption will be deemed to have authorised the Issuer to transfer such Security Holder's Micro or Commodity Securities as are the subject of the Redemption Form to a third party, on such Security Holder's behalf, provided that the amount payable by the Authorised Participant shall still be an amount equal to the relevant Price on the applicable Pricing Day (plus the Application Fee) and the amount receivable by the Security Holder shall still be the relevant Price on the applicable Pricing Day (less the Redemption Fee), and the relevant Redemption Payment Date will be the date of the transfer.

Security

All rights of the Issuer in relation to the Facility Agreements, the Commodity Contracts, the Guarantees, the Security Agreements and the Control Agreements, to the extent applicable to each Pool will be the subject of a first-ranking floating charge in favour of the Trustee under the applicable Security Deed to secure the obligations owed by the Issuer to the Trustee and the Security Holders in respect of Micro Securities and Individual Securities of the relevant class and the Index Securities to the extent they are comprised of Micro Securities of that class.

Consolidation and Division of Micro and Commodity Securities

Circumstances may arise where the Issuer might wish to effect a consolidation or division of a particular type of Micro or Commodity Security.

For example, if a class of Micro and Individual Security was backed by corresponding Commodity Contracts from two or more different Commodity Contract Counterparties and one of them (the "**Lower Credit**") had, for example, a significant credit rating downgrade, it may be necessary or desirable, in order to ensure that the value of the Micro and Individual Securities (and Index Securities to the extent they comprise Micro Securities of that class) reflects the value of the relevant commodity futures contract, for the Commodity Contracts from the Lower Credit to be excluded from that class. This could be effected by the Commodity Contracts from the Lower Credit being transferred into a new Pool and the Issuer creating and issuing new Micro and Commodity Securities secured by that new Pool on a one-for-one basis with the Pool Factor on both classes being adjusted accordingly. Investors of the affected class would then hold two Micro or Commodity Securities for each one they held previously and the Pool Factor would be split between the two. For example, if the Commodity Contracts from the Lower Credit comprised 30 per cent. of the aggregate number of Commodity Contracts in the Pool and the Pool Factor before the transfer was 1.00, then the Pool Factor following the division would be 0.70 on the old class and 0.30 on the new class.

A division, without creating a new class, or a consolidation of the same class, might also be effected to change the Multiplier for Commodity Securities so that it became approximately 1.00. For example, if the Multiplier has risen to 2.00, a two for one division of each Micro or Commodity Security of the relevant types would mean that the Multiplier for those types would again amount to 1.00. Similarly, if the Multiplier fell to 0.5 then a one for two consolidation would mean that the Multiplier would again be 1.00.

The Issuer may also consolidate or divide all of the Commodity Securities of any type into Commodity Securities of the same type without adjusting their Multiplier by instead changing the number of Micro Securities of which they are comprised. In such circumstances any Security Holder's aggregate holding of Commodity Securities would change but the aggregate number of Micro Securities of which such holding was comprised, and its value, would be unchanged.

The Issuer has the right under the Trust Instrument at any time to effect either a consolidation or division and to allocate Commodity Contracts into a new Pool representing a new class of Micro and Individual Securities and new categories of Index Securities to the extent that they comprise Micro Securities of that class, and need not obtain Listing for any such new types of Micro and Commodity Securities. The Issuer will only take such action if it believes it is in the interest of the affected Security Holders to do so.

PART 5

DESCRIPTION OF FACILITY AGREEMENTS AND COMMODITY CONTRACTS

All Micro and Commodity Securities will be backed by corresponding Commodity Contracts with corresponding terms. Each class of Micro Securities has a corresponding class of Commodity Contract. Each time Micro or Commodity Securities are issued or redeemed the Issuer will create or terminate corresponding Commodity Contracts, exactly matching the number and classes of Micro Securities in question or which are comprised in the Commodity Securities in question. Commodity Contracts will be created and terminated by the Issuer under a Facility Agreement with a Commodity Contract Counterparty.

At the date of this Prospectus, the Issuer has Facility Agreements in force with MLI and CGML.

As the Issuer is a special purpose company, whose only assets attributable to Commodity Securities will be rights under the Facility Agreements and the Commodity Contracts, the Security Agreements and the Guarantees, the ability of the Issuer to meet its obligations upon redemption of Micro and Commodity Securities will be wholly dependent on its ability to receive payment on termination of Commodity Contracts from the Commodity Contract Counterparties or from BAC (in the case of MLI) or CGMH (in the case of CGML) under the applicable Guarantee or the realisation of Collateral under the applicable Security Agreement and Control Agreement. The Facility Agreements, the Commodity Contracts provided thereunder, the Security Agreements the Citigroup Guarantee and the BAC Guarantee have characteristics that demonstrate capacity to produce funds to service any payments due and payable on the Micro and Commodity Securities, and are each governed by English law other than the Security Agreements which are governed by New York law.

The summaries below are drafted in legal language, however, details on how each of the agreements impacts on Security Holders are contained throughout this Prospectus, including in Part 1 (*General*) and Part 4 (*Description of Commodity Securities*).

Facility Agreements

The Issuer has entered into the Facility Agreements with MLI and with CGML under which the Issuer can create and terminate on a continuous basis, subject to the Creation Limits and the Redemption Limit and certain other conditions, any combination of classes of Commodity Contracts. The Facility Agreements run until at least the tenth anniversary of 24 October 2017, subject in each case to earlier termination in accordance therewith, and as more fully described below. The Issuer hopes to procure an increase in the total number of Commodity Contracts available from the Commodity Contract Counterparties in the event that demand for Commodity Securities necessitates such additional capacity.

The Facility Agreements may each be terminated by the Commodity Contract Counterparty on three months' notice (simultaneously with the relevant Short and Leveraged Facility Agreement) or by not less than two Business Days' notice following the occurrence of an event of default in respect of the Issuer, provided that the event of default was not caused by a breach by the Commodity Contract Counterparty of its obligations under the relevant Facility Agreement. Other termination rights in favour of the Commodity Contract Counterparties include on the occurrence of a material adverse change (which itself includes a change in tax law).

Each of the Facility Agreements may be terminated by the Issuer by not less than two Business Days' notice following the occurrence of a Counterparty Event of Default in respect of the relevant Commodity Contract Counterparty, provided that the same was not caused by a breach by the Issuer of its obligations under the relevant Facility Agreement or by any Authorised Participant under the relevant Authorised Participant Agreement, on not less than 30 days' notice if the Commodity Contract Counterparty gives a notice that a withholding or deduction is or may be required from payments to be made by it under United States law and upon 30 days' notice in respect of any one or more classes of Commodity Contracts if all Micro and Commodity Securities of the relevant types are to be redeemed. The Issuer may also terminate a Facility Agreement at any time upon giving not less than three months' notice.

Each of the Commodity Contract Counterparties may elect to amend its Facility Agreement if the Issuer enters into a Facility Agreement with another Commodity Contract Counterparty to substantially conform its Facility Agreement to that new Facility Agreement and for this purpose the consent of the Trustee will not be required.

Under the Facility Agreements the Issuer may appoint Commodity Contract Counterparties in its sole discretion, save that if any then existing Commodity Contract Counterparty considers in its reasonable belief and acting in good faith that such proposed new Commodity Contract Counterparty should not be appointed for credit, operational, reputational or any other reasonable reasons (other than on grounds of competition) and so notifies the Issuer giving reasons within ten Business Days, such appointments may not become effective.

The CGML Facility Agreement is substantially on the same terms as the MLI Facility Agreement, save that:

- MLI will act as Calculation Agent as referred to under the headings “Calculation Agency Agreement” and “Calculation Agent” below for the purposes of the CGML Facility Agreement, as well as under the MLI Facility Agreement;
- in the event that MLI ceases to be the Calculation Agent under the Calculation Agency Agreement, a new Calculation Agent, which (save in the case of an interim Calculation Agent) is or will be a Commodity Contract Counterparty selected by the Issuer, shall be appointed to act as Calculation Agent for the purposes of the CGML Facility Agreement; and
- in the event that MLI ceases to be the Calculation Agent under the Calculation Agency Agreement following an Insolvency Event in relation to MLI or certain breaches thereof, MLI shall cease to act as Calculation Agent under the MLI Facility Agreement and the Calculation Agent appointed for the purposes of the CGML Facility Agreement shall be appointed to act as Calculation Agent for the purposes of the MLI Facility Agreement.

The Issuer may, but is not required to, enter into other Facility Agreements with other Commodity Contract Counterparties. MLI will (save as referred to in relation to the CGML Facility Agreement above and under the heading “Calculation Agency Agreement” below) act as Calculation Agent under any other such Facility Agreement. **Other Facility Agreements may not be on the same terms as the MLI Facility Agreement or the CGML Facility Agreement.** It is not the Issuer’s intention to enter into Facility Agreements for the purpose of spreading counterparty risk. In the event that the Issuer enters into a Facility Agreement with a new Commodity Contract Counterparty, the Issuer will include in a supplementary prospectus such information relating to that new Commodity Contract Counterparty of which it is aware or is able to ascertain from information published by such new Commodity Contract Counterparty, as is required by Annex 19 of the Commission Delegated Regulation of 14 March 2019 (2019/980/EC).

BAC Guarantee

MLI is required under the terms of the MLI Facility Agreement to ensure that its obligations thereunder and any Commodity Contracts issued pursuant to the MLI Facility Agreement have the benefit of credit support provided by BAC. In fulfilment of that requirement, BAC has entered into the BAC Guarantee. The principal provisions of the BAC Guarantee are as follows:

- BAC unconditionally guarantees to the Issuer the prompt payment of any and all obligations and liabilities of MLI under the terms of the MLI Facility Agreement, the MLI Security Agreement and the MLI Control Agreement including, in case of default, interest on any amount due, when and as the same shall become due and payable, whether on the scheduled payment dates, at maturity, upon declaration of termination or otherwise, after giving effect to any applicable notice requirement or grace period and, at all times, in accordance with the terms of that Agreement.
- In the event that MLI fails to make any payment under such Agreements when due after giving effect to any applicable notice requirement and grace period, BAC agrees to make such payment, or cause any such payment to be made, promptly upon receipt of written demand from the Issuer to BAC; provided that delay by the Issuer in giving such demand shall in no event affect BAC’s obligations under the BAC Guarantee.
- BAC agrees that its obligations under the BAC Guarantee will be unconditional, irrespective of the (i) validity, regularity or enforceability (except as may result from any applicable statute of limitations) of the MLI Facility Agreement, MLI Security Agreement and MLI Control Agreement, (ii) the absence of any action to enforce the same, (iii) any waiver or consent by the Issuer concerning any provisions thereof, (iv) the rendering of any judgment against MLI or any action to enforce the same or (v) any other circumstances that might otherwise constitute a legal or equitable discharge of a guarantor or a defense of a guarantor, other than defense of payment.

- BAC agrees that the BAC Guarantee will not be discharged except by complete payment of the amounts payable under the MLI Facility Agreement, MLI Security Agreement and MLI Control Agreement.
- BAC shall not be required to pay, or otherwise be liable to, the Issuer for any consequential, indirect or punitive damages (including, but not limited to, opportunity costs or lost profits).
- The BAC Guarantee is governed by and construed in accordance with the internal laws of the State of New York as applicable to contracts or instruments made and to be performed therein.
- The BAC Guarantee may be terminated by BAC at any time by written notice to the Issuer by BAC, effective 10 business days following receipt of such written notice by the Issuer or at such later date as may be specified in such written notice, but will continue in full force and effect with respect to any obligation of MLI under the MLI Facility Agreement, MLI Security Agreement and MLI Control Agreement entered into prior to the effectiveness of such written notice of termination.

Citigroup Guarantee

CGML is required under the terms of the CGML Facility Agreement to ensure that its obligations thereunder and any Commodity Contracts issued pursuant to the CGML Facility Agreement have the benefit of credit support provided by CGMH. In fulfilment of that requirement, CGMH has entered into the Citigroup Guarantee. The principal provisions of the Citigroup Guarantee are as follows:

- CGMH absolutely, irrevocably and unconditionally guarantees to the Issuer the due and punctual payment of all amounts payable (“Obligations”) by CGML under the CGML Facility Agreement, the CGML Security Agreement and the CGML Control Agreement (together the “Relevant Agreements”), whether secured or unsecured, joint or several all without regard to any counterclaim, set-off, deduction or defence of any kind which CGMH may have or assert, and without abatement, suspension, deferment or diminution on account of any event or condition whatsoever; provided, however, that CGMH will be entitled to exercise or assert, as the case may be, any right, claim or defence that is available to CGML.
- The Issuer may at any time and from time to time, either before or after the maturity thereof, without notice to or further consent of CGMH, change the time, manner or place of payment or any other term of, any Obligation, exchange, release, fail to perfect or surrender any collateral for, or renew or change any term of any of the Obligations owing to it, and may also enter into a written agreement with CGML or with any other party to any of the Relevant Agreements or person liable on any Obligation, or interested therein, for the extension, renewal, payment, compromise, modification, waiver, discharge or release thereof, in whole or in part, without impairing or affecting the Citigroup Guarantee.
- Except as referred to above, the obligations of CGMH under the Citigroup Guarantee are unconditional, irrespective of (i) the lack of value, genuineness, validity, or enforceability of the Obligations, (ii) any law, regulation or order of any jurisdiction or any other similar event affecting the term of any Obligation or of the Issuer’s rights with respect thereto and (iii) to the fullest extent permitted by applicable law, (a) any law, rule or policy that is now or hereafter promulgated by any governmental authority (including any central bank) or regulatory body that may adversely affect CGML’s ability or obligation to make or receive such payments, (b) any nationalisation, expropriation, war, riot, civil commotion or other similar event, (c) any inability to convert any currency into the currency of payment of such obligation, and (d) any inability to transfer funds in the currency of payment of such obligation to the place of payment therefor.
- CGMH waives demands, promptness, diligence and all notices that may be required by law or to perfect the Issuer’s rights under the Citigroup Guarantee except notice to CGMH of a default by CGML under the Relevant Agreements, provided, however, that any delay in the delivery of notice will in no way invalidate the enforceability of the Citigroup Guarantee. No failure, delay or single or partial exercise by the Issuer of its rights or remedies thereunder will operate as a waiver of such rights or remedies.
- CGMH will not be required to pay or be liable to the Issuer for any consequential, indirect or punitive damages, opportunity costs or lost profits.
- The Citigroup Guarantee is governed by and will be construed in accordance with the laws of the State of New York. CGMH irrevocably consents to, for the purposes of any proceeding arising out of

the Citigroup Guarantee, the exclusive jurisdiction of the courts of the State of New York and the United States District Court located in the borough of Manhattan in New York City.

- The Citigroup Guarantee will remain in full force and effect until such time as it may be revoked by CGMH by written notice given to the Issuer, such notice to be deemed effective upon receipt thereof by the Issuer or at such later date as may be specified in such notice; provided, however, that such revocation will not limit or terminate the Citigroup Guarantee in respect of any Obligations of the Issuer under the Relevant Agreements which shall have been entered into prior to the effectiveness of such revocation.

Calculation Agency Agreement

The Issuer, CGML and MLI have entered into the Calculation Agency Agreement pursuant to which MLI will act as Calculation Agent for the purposes of the CGML Facility Agreement. The Calculation Agency Agreement contains customary exculpatory terms including provisions that neither the Trustee nor any holder or potential holder of Commodity Securities will be entitled to rely as against the Calculation Agent upon any determination of the Calculation Agent and that no duty will be owed by the Calculation Agent to the Trustee or any holder or potential holder of Commodity Securities in connection with any such determination.

The Calculation Agency Agreement will terminate automatically on the termination of either the CGML Facility Agreement or the MLI Facility Agreement and upon the occurrence of an Insolvency Event with respect to MLI. The Issuer and CGML may together terminate MLI's appointment as calculation agent upon not less than 45 days' written notice and either may do so earlier on certain breach events. MLI will be entitled to resign as calculation agent upon not less than 45 days' written notice if at the time of giving such notice there are no, and have not for 30 days been any, Commodity Contracts outstanding under the MLI Facility Agreement or the MLI Short and Leveraged Facility Agreement. If MLI's role as calculation agent is terminated (other than by the Issuer and CGML together absent such breach events) its role as calculation agent under the MLI Facility Agreement will also terminate. Where MLI's role as calculation agent is terminated, the Issuer must identify and appoint a replacement calculation agent (being a Commodity Contract Counterparty).

Security Agreements and Control Agreements

The Issuer has entered into the MLI Security Agreement (which was entered into in relation to and supplements the MLI Facility Agreement and the MLI Short and Leveraged Facility Agreement) and the CGML Security Agreement (which was entered into in relation to and supplements the CGML Facility Agreement and the CGML Short and Leveraged Facility Agreement) under which MLI and CGML (respectively) have agreed to provide Collateral in respect of their Collateral Exposure at any time. The Collateral Exposure applicable to a Commodity Contract Counterparty is calculated each Business Day by both the Issuer and that Commodity Contract Counterparty and is verified between the parties each Business Day.

The Issuer has also entered into the MLI Control Agreement with MLI and The Bank of New York Mellon (as Securities Intermediary) and the CGML Control Agreement with CGML and The Bank of New York Mellon (as Securities Intermediary). Under the terms of the Security Agreements and the Control Agreements, each Commodity Contract Counterparty is required to post the Collateral to the Collateral Account in its name at the Securities Intermediary.

Under the terms of the Control Agreements, the Securities Intermediary may (in certain circumstances) utilise depositaries and sub-custodians in connection with its duties under the Control Agreements.

Provision of Collateral by the Commodity Contract Counterparties

Each Business Day in respect of each Commodity Contract Counterparty, the Securities Intermediary is required to calculate the value (in accordance with the valuation provisions in the Control Agreement described in more detail below) of the Collateral in the relevant Collateral Account as at the close of business (New York time) on the previous Business Day and each Commodity Contract Counterparty must report the Collateral Exposure calculated as at close of business on the immediately preceding Business Day. Under the Security Agreements and Control Agreements, MLI and CGML (respectively) are required to transfer to its Collateral Account securities and obligations to the value (taking into account the value of Eligible Collateral (described below) already credited to such account) of the Issuer's total exposure to MLI or CGML (as

applicable) under (*inter alia*) the fully paid Commodity Contracts between the Issuer and that Commodity Contract Counterparty at the close of business on the immediately preceding Business Day. If on any Business Day the aggregate value of the Collateral in the relevant Collateral Account is greater than such exposure, then the relevant Commodity Contract Counterparty may request that the Securities Intermediary transfers Collateral from the Collateral Account to another account of the relevant Commodity Contract Counterparty's choosing and such transferred Collateral will no longer form part of the Collateral for the purposes of the relevant Security Agreement. The Securities Intermediary may not permit a Commodity Contract Counterparty to transfer assets out of a Collateral Account (i) such that the total value of Collateral in the Collateral Account would equal less than such exposure, or (ii) without the Issuer's consent. For these purposes references to the "value" of the Collateral constitute references to the value thereof determined by the Securities Intermediary in accordance with the valuation provisions in the Control Agreements described in more detail below.

Under the terms of the Security Agreements and the Control Agreements, the Issuer may take control of the Collateral Account and any Collateral in the Collateral Account in certain circumstances including if a Collateral Account Control Event has occurred. This includes, in summary, situations where (i) a Counterparty Event of Default in respect of the relevant Commodity Contract Counterparty (not caused by a breach by the Issuer) has occurred, (ii) the relevant Commodity Contract Counterparty has failed to transfer Collateral to the relevant Collateral Account when due and such failure continues for two Business Days, (iii) the relevant Commodity Contract Counterparty fails to comply with or perform any other provisions of or obligations under the relevant Security Agreement on a continuing basis, or (iv) the relevant Commodity Contract Counterparty becomes insolvent.

Description of Collateral

Under the terms of the Security Agreements, each Commodity Contract Counterparty may only transfer "Eligible Collateral" into its Collateral Account. For these purposes, "**Eligible Collateral**" means:

- (A) Cash invested in government or treasury Eligible Money Market Funds denominated in US Dollars with a minimum long term credit rating of AAA by S&P or Aaa by Moody's;
- (B) Cash invested in Eligible Money Market Funds (not being government or treasury Eligible Money Market Funds) denominated in US Dollars with a minimum long term credit rating of AAA by S&P or Aaa by Moody's;
- (C) stripped or unstripped publicly traded debt securities:
 - (i) issued by, or unconditionally guaranteed by, the U.S. Department of Treasury with a minimum long term issuer rating of AA by S&P, Aa2 by Moody's or AA by Fitch;
 - (ii) issued by, or unconditionally guaranteed by, a U.S. government agency (other than the U.S. Department of Treasury) whose obligations are fully guaranteed by the full faith and credit of the U.S. government and with a minimum long term issuer rating of AA by S&P, Aa2 by Moody's or AA by Fitch;
 - (iii) issued by, or fully guaranteed by, the European Central Bank or an Eligible Sovereign Entity (other than Japan and USA) and with a minimum long term issuer rating of AA by S&P, Aa2 by Moody's or AA by Fitch;
 - (iv) issued by, or a stripped or unstripped publicly traded asset-backed debt securities fully guaranteed by, a U.S. Government-sponsored enterprise that is operating with capital support or another form of direct financial assistance received from the U.S. government that enables the repayments of the U.S. Government-sponsored enterprise's eligible securities, with a minimum long term issuer rating of AA by S&P, Aa2 by Moody's or AA by Fitch; or
 - (v) issued by, or fully guaranteed by, an Eligible Sovereign Entity being Japan with a minimum long term issuer rating of A- by S&P, A3 by Moody's or A- by Fitch;
- (D) a debt security that is issued by, or fully guaranteed by, the Bank for International Settlements, the International Monetary Fund, or a multilateral development bank agreed by the Issuer including the International Bank for Reconstruction and Development, The European Investment Bank, Council of

Europe Development Bank, The Asian Development Bank and The Inter-American Development Bank, in each case with a minimum long term issuer rating of AAA by S&P, Aaa by Moody's or AAA by Fitch; or

(E) Eligible Equities,

provided that, *inter alia*:

(a) the following may not be Eligible Collateral:

- (i) securities issued by the relevant Commodity Contract Counterparty or the Issuer or any affiliate of either;
 - (ii) securities issued by (inter alia) a bank holding company, a savings and loan holding company, a U.S. intermediate holding company established or designated for certain specified purposes, a non-U.S. bank, a depository institution or a market intermediary or certain affiliates of any of the foregoing;
 - (iii) securities issued by a nonbank financial institution supervised by the Board of Governors of the Federal Reserve System under Title I of the Dodd-Frank Act; or
 - (iv) Securities from GICS Sector 40 – Financial (Equity) and BICS Sector – Financials (Fixed Income);
- (b) the inclusion of such collateral security does not cause a breach of the Issuer Concentration Limits or the Jurisdiction Limits set out below;
- (c) with respect to any bond or obligation which requires a minimum bond rating, if an issuer has long-term issuer ratings from each of Moody's and S&P, the lower of the two ratings of such bond or obligation satisfies the minimum bond rating;
- (d) with respect to equities, that such equity is a member of one of the indices set out in the Collateral Schedule to the relevant Security Agreement (or American depository receipts or global depository receipts whose underlying common or preferred shares are constituents of and such index); provided that any such equities will only constitute Eligible Collateral where the issuer of such equity also appears on the S&P 500 index or the S&P 1500 Composite index;
- (e) the inclusion of such security would not cause the relevant Commodity Contract Counterparty or the Issuer to breach applicable minimum regulatory requirements relating to the posting or collection of collateral (including, without limitation, as set out in the CFTC's Margin Requirements for Uncleared Swaps for Swap Dealers and Major Swap Participants, 81 FR 636 (Jan 6, 2016)); and
- (f) with respect to any bond or equity, that if and for so long as daily market pricing has remained unavailable to the Securities Intermediary for a period of three Business Days, such bond or equity shall not be treated as Eligible Collateral.

For the purposes of the above:

"Issuer Concentration Limit" in respect of any Collateral Account means that with respect to:

- (a) Eligible Money Market Funds (not being government or treasury Eligible Money Market Funds) denominated in US Dollars of such Collateral Account of any one issuer may not:
- (i) constitute more than 25 per cent. of the aggregate value of the Collateral in respect of such Collateral Account;
 - (ii) when taken with Eligible Money Market Funds issued by other issuers, constitute more than 75 per cent. of the aggregate value of the collateral in respect of such Collateral Account; and
 - (iii) when taken with shares or units of the same Eligible Money Market Fund held in any other Collateral Account of the relevant Commodity Contract Counterparty, constitute more than 20

per cent. in issue size of the outstanding shares or units of class or aggregate net asset value of the relevant Eligible Money Market Fund;

- (b) the Eligible Equities of any one issuer held in that Collateral Account may not:
- (i) constitute more than 3.3 per cent. of the Eligible Collateral in respect of such Collateral Account;
 - (ii) when taken with any Eligible Equities of such issuer held in any other Collateral Account of the relevant Commodity Contract Counterparty constitute more than 2.5 per cent. of the aggregate issued and outstanding share capital of that issuer (based on free float market capitalisation); and
 - (iii) when taken with any Eligible Equities of such issuer held in any other Collateral Account of the relevant Commodity Contract Counterparty constitute more than 100 per cent. of the 30 day average daily volume of such Eligible Equities as determined by the Securities Intermediary; and

“Jurisdiction Limit” in respect of any Collateral Account means, with respect to any relevant jurisdiction, the maximum percentage of the value of all Collateral in respect of such Collateral Account that may be constituted of securities of issuers domiciled in such jurisdiction, and with respect to:

- (a) the United States where (x) the relevant Collateral constitutes national bonds, government agency bonds or asset-backed debt securities, 100 per cent. and (y) the relevant Collateral constitutes Eligible Equities, 75 per cent.;
- (b) France, Germany, Japan and the United Kingdom where (x) the relevant Collateral constitutes national bonds, government agency bonds or asset-backed debt securities, 50 per cent. and (y) where the relevant Collateral constitutes Eligible Equities, 25 per cent.;
- (c) any other jurisdiction, authority or agency, where (x) the relevant Collateral constitutes national bonds, government agency bonds or asset-backed debt securities, 25 per cent. and (y) where the relevant Collateral constitutes Eligible Equities, 10 per cent.; and
- (d) where Eligible Equities constitute a “Pan-European” index, there shall be a look-through to the jurisdictions of the underlying constituents for the purposes of determining the Jurisdiction Limit.

For the purpose of valuing the collateral in the Collateral Account the Securities Intermediary will multiply the sum of the values of what it determines to be the market value of each asset of a particular type by the following percentages (subject in each case to an additional haircut of 8 per cent. of such market values in respect of any form of Eligible Collateral if the currency in which such Eligible Collateral is denominated is not one of US Dollars, Euro, Sterling, Swiss Francs, Japanese yen, Canadian Dollars, Swedish Krona, Norwegian Krone, New Zealand Dollars or Australian Dollars):

- (i) for cash invested in Eligible Money Market Funds described in paragraph (A) or paragraph (B) of the definition of “Eligible Collateral” above, the applicable valuation percentage set out below:

Remaining months to maturity (MTM)	Valuation Percentages
MTM < 12	99.5%
12 ≤ MTM ≤ 60	98%
MTM > 60	96%

- (ii) for any securities falling within sub-paragraphs (i) to (iv) (inclusive) of paragraph (C), or falling within paragraph (D), of the definition of “Eligible Collateral” above, the applicable valuation percentage set out below:

Remaining months to maturity (MTM)	Valuation Percentages
MTM < 12	99.5%
12 ≤ MTM ≤ 60	98%
MTM > 60	96%

- (iii) for any securities falling within sub-paragraph (v) of paragraph (C) of the definition of “Eligible Collateral” above, the applicable valuation percentage set out below:

Remaining months to maturity (MTM)	Valuation Percentages
MTM < 12	94%
12 ≤ MTM ≤ 60	92%
MTM > 60	90%

- (iv) for any Eligible Equities, either 85 per cent. or 75 per cent. depending on the particular index to which such Eligible Equity belongs.

The Issuer will arrange for a breakdown of the Collateral posted by the Commodity Contract Counterparties (which will not be broken down by Collateral Account or by Commodity Contract Counterparty) to be made available at <https://www.wisdomtree.eu/pricing>.

As a result of changes in the regulation of over-the-counter derivative contracts, MLI and CGML as Commodity Contract Counterparties are subject to an obligation in relation to their Commodity Contracts to post and collect variation margin, complying with specific requirements as to eligibility and subject to certain “haircuts”. The CGML Security Agreement and the MLI Security Agreement therefore include provisions to comply with these requirements.

Although MLI and CGML are subject to a technical requirement to collect variation margin in relation to Commodity Contracts prior to payment therefor, MLI and CGML acknowledge in their respective Facility Agreements that payment of a Creation Amount in respect of any Commodity Contract (whether by payment in cash or by set-off) will extinguish any requirement of the Issuer to provide variation margin and agree that any failure to provide such variation margin will not constitute a breach of the Facility Agreement. The only remedy available to MLI or CGML (as the case may be) for a failure to provide such variation margin (which can only arise due to a failure by an Authorised Participant to make payment of the Creation Amount in respect of the equivalent Commodity Security) will be the termination of the relevant Commodity Contract for which payment has not been made. In such event (and without prejudice to any payments that may be required to be made between the relevant Commodity Contract Counterparty and Authorised Participant pursuant to a Direct Agreement), the relevant Commodity Securities applied for will not be issued.

Commodity Contracts

53 classes of Commodity Contracts are currently available under the Facility Agreements to be created by the Issuer, corresponding to the 53 classes of Micro Securities and 52 classes of Individual Securities. Where an Authorised Participant has agreed with a Commodity Contract Counterparty the pricing for the issue or redemption of Micro or Commodity Securities and the creation or termination of the corresponding Commodity Contracts ("**Agreed Pricing**") the Issuer will create or terminate Commodity Contracts at that pricing, but otherwise the creation or termination price per Commodity Contract will be the Price of the corresponding Micro Security on the applicable Pricing Day ("**Settlement Pricing**").

Whenever Settlement Pricing is used:

- upon receipt by the Issuer of a valid Application Form or Redemption Form, the Issuer will send to the relevant Commodity Contract Counterparty a Creation Notice or Cancellation Notice (together with a copy of the applicable Application Form or Redemption Form, as the case may be) creating or terminating, as the case may be, an Equivalent Number of Commodity Contracts corresponding to the Micro or Commodity Securities which are the subject of the Application Form or Redemption Form; and
- within 30 minutes of the Notice Deadline (or, if later, within 30 minutes of any Creation Notice or Cancellation Notice having been sent by the Issuer to the relevant Commodity Contract Counterparty), the Issuer will contact the relevant Commodity Contract Counterparty by telephone to seek confirmation of acceptance by it of such Creation Notice or Cancellation Notice. The relevant Commodity Contract Counterparty will confirm such Creation Notice or Cancellation Notice provided that it complies with certain formalities (set out in the Facility Agreement) as to form, quantum, procedure, timing and substance.

As referred to under the heading "Applications and Redemptions - The System" in Part 4 (*Description of Commodity Securities*), the Issuer has implemented the System for enabling Authorised Participants to make Applications and request Redemptions by means of a secure website and has agreed provisions with the Commodity Contract Counterparties and certain of the Authorised Participants to enable use of such system in substitution for the lodging of the forms otherwise required by the Facility Agreements, the Authorised Participant Agreements and the Conditions for the purposes of such Applications and Redemptions. It is expected that all Applications will be made and all Redemptions will be requested using this system.

Separate Pools

All Micro Securities and Individual Securities of the same class (and Index Securities to the extent they comprise Micro Securities of that class) will have recourse only to the Secured Property of the Pool attributable to that class and not to the Secured Property of any Pool attributable to any other class. The principal assets to be included in each Pool are the Commodity Contracts of that class with MLI and CGML, the rights of the Issuer under the Facility Agreements for that class, and the rights in respect of that class of Commodity Contracts under the Security Agreements, the Control Agreements and the Guarantees. The Issuer may issue other types of commodity securities, based on different prices or having some other different characteristics, but any such securities will have recourse only to the Secured Property of the Pool attributable to such new type and not to the assets attributable to any other type.

Corresponding Terms of Commodity Contracts with Commodity Securities

Whenever Micro or Commodity Securities are issued or redeemed, the Issuer will always create or terminate corresponding Commodity Contracts of the corresponding class(es) as those Micro Securities or the Micro Securities which are comprised in those Commodity Securities (as the case may be). Whenever there is a Rebalancing of Index Securities then the number(s) and class(es) of Commodity Contracts referable to the Micro Securities which are to cease to be comprised in each Index Security is terminated and replaced by the number(s) and class(es) of Commodity Contracts referable to the Micro Securities which are to become comprised in each Index Security. Consequently the sum of the exposures of the Commodity Contract Counterparties in respect of Commodity Contracts of each class at any time will always exactly match the exposure of the Issuer in respect of Micro Securities and Individual Securities of the corresponding class, and in respect of Index Securities to the extent they are comprised of Micro Securities, at that time.

Payment for the issue of Micro or Commodity Securities and for the creation of Commodity Contracts will be made by an Authorised Participant directly to the relevant Commodity Contract Counterparty, via CREST. Payment on the redemption of Micro or Commodity Securities will be made by the relevant Commodity Contract Counterparty, in respect of the termination of the corresponding Commodity Contracts by the Issuer, directly to the Authorised Participant redeeming the Micro or Commodity Securities, via CREST, subject to certain set-off arrangements in respect of creation amounts due and unpaid by the Authorised Participant in relation to the issue of Micro or Commodity Securities.

Unless Agreed Pricing is used, the amount payable upon creation or termination of Commodity Contracts is always determined in the same manner as the Price on the applicable Pricing Day for the corresponding Micro or Commodity Securities which are applied for or redeemed. Under the Facility Agreements, a Market Disruption Day is determined in the same manner as the determination of a Market Disruption Day under the Programme. Accordingly, any day that is a Market Disruption Day for the purposes of a Facility Agreement is also a Market Disruption Day for the purposes of the Programme. Commodity Contracts have no equivalent of a Principal Amount.

If Agreed Pricing is used to determine the amount payable upon creation or termination of Commodity Contracts, the same Agreed Pricing applies to the corresponding Micro or Commodity Securities which are applied for or redeemed.

Consequently, save in the event of a compulsory redemption in the circumstances described in the risk factors entitled "Realisation of Collateral" and "Enforcement by the Trustee" above, the amounts payable between Authorised Participants and the Issuer on the issue or redemption of Micro or Commodity Securities (other than Application Fees and Redemption Fees which are payable by Authorised Participants to the Issuer (and save where the Principal Amount of a Micro or Commodity Security exceeds its Price)) will always be identical to the amounts payable between the Issuer and a Commodity Contract Counterparty on the creation and termination of the corresponding Commodity Contracts.

Elections

Upon an Application Form being lodged for new Commodity Securities:

- the Issuer will only issue new Commodity Securities if it can create corresponding Commodity Contracts under a Facility Agreement; and
- the Issuer may in its absolute discretion elect to satisfy such Application by the transfer of the appropriate number and type of Commodity Securities from one or more Security Holders seeking redemption. In that event, to the extent of the number and type of Commodity Securities transferred, no new Commodity Contracts will be created.

Management Fee

The Management Fee, together with the Licence Allowance, will be reflected in the daily adjustments to the Multiplier and Capital Adjustment for the Classic Securities and Longer Dated Securities. The Management Fee and the Licence Allowance will be paid by the Commodity Contract Counterparties to the Issuer.

No other cash payments are settled between the Commodity Contract Counterparties and the Issuer. The net amounts payable on creation or termination of Commodity Contracts are paid directly between the relevant Commodity Contract Counterparty and the Authorised Participant which is applying for or redeeming the Micro or Commodity Securities, via CREST.

Calculation Agent

MLI is required to act as Calculation Agent under and solely for the purposes of the MLI Facility Agreement, the CGML Facility Agreement and each other Facility Agreement that may be entered into with other Commodity Contract Counterparties.

MLI has two separate roles as Calculation Agent, as follows:

- (a) MLI will determine the existence of a Market Disruption Event in respect of an Individual Commodity Index; and

- (b) if an Individual Commodity Index is not calculated and/or published and a substitute value is required to be calculated and published pursuant to the Facility Agreement, MLI will calculate a substitute value for that Individual Commodity Index in accordance with the Facility Agreement.

In acting as Calculation Agent, MLI is required under the terms of the MLI Facility Agreement and the Calculation Agency Agreement to act in good faith and in a commercially reasonable manner, and in accordance with its obligations under the MLI Facility Agreement and the Calculation Agency Agreement. Subject to those requirements, the calculations of the Calculation Agent are final and conclusive in the absence of manifest error.

If MLI, as Calculation Agent, considers that any calculation, determination or provision by the Calculation Agent of a substitute index value under the MLI Facility Agreement or Calculation Agency Agreement in respect of any class of Commodity Contracts would be unduly burdensome, it may give a notice to that effect (which notification may be withdrawn by the Calculation Agent by notice to the Issuer should it subsequently determine that such calculation, determination or provision is not unduly burdensome), in which event:

- the Issuer will be required within 10 Business Days of receipt of such notice to give notice under the Conditions suspending the right to Redeem Micro and Commodity Securities of the relevant class by Settlement Pricing; and
- the Calculation Agent will be required to use commercially reasonable efforts to appoint a substitute index provider approved by the Issuer and any other Commodity Contract Counterparty, such approval not unreasonably to be withheld or delayed, within 60 calendar days (or such shorter or longer period as may be agreed) of such notification to the Issuer.

If the Calculation Agent is unable to appoint such a substitute index provider, and the Issuer has not within 75 days of such notification to the Issuer itself either appointed a substitute index provider or appointed a replacement Calculation Agent, then either the Commodity Contract Counterparty or the Issuer may elect by giving notice of a Compulsory Cancellation Date that the relevant Commodity Contracts be cancelled on not less than two Business Days' notice (in which event the applicable Micro and Commodity Securities will be redeemed).

The Issuer may provide copies of determinations notified to the Issuer by the Calculation Agent under a Facility Agreement to the Trustee (but no other person) and/or notify the Trustee (and any other persons) of such determinations by the Calculation Agent, but in each case on the express basis that they are for information purposes only; neither the Trustee nor any actual or potential Security Holder can rely as against the Calculation Agent upon any determination of the Calculation Agent; and no duty is owed by the Calculation Agent to the Trustee or any actual or potential Security Holder.

PART 6

THE PROGRAMME

Overview of the Programme

The rights attached to Micro and Commodity Securities are summarised in Part 4 (Description of Commodity Securities), Part 5 (Description of Facility Agreements and Commodity Contracts), Part 6 (The Programme) and Part 7 (Trust Instrument and Commodity Securities).

Micro and Commodity Securities are being made available by the Issuer for subscription only to Authorised Participants. Applications for Micro Securities will not be accepted unless the Issuer in its discretion determines to do so. If an application for Micro Securities is accepted, the same procedures as apply to applications for Individual Securities will apply. Only Authorised Participants may apply for and/or redeem Micro or Commodity Securities (except that a Security Holder who is not an Authorised Participant may request redemption of Micro or Commodity Securities which it holds in the event that on any given Trading Day there are no Authorised Participants or as may be announced by the Issuer from time to time in accordance with the Conditions and such Security Holder submits a valid Redemption Form on such day).

Micro and Commodity Securities are available to be issued in Certificated Form; or in Uncertificated Form in the CREST System. See “CREST” below.

Passporting

The Issuer has requested the Central Bank to provide the competent authority in Austria, the *Österreichische Finanzmarktaufsicht* (Austrian Financial Market Authority), the competent authority in Belgium, the *Autorité des Services et Marchés Financiers* (Financial Services and Markets Authority), the competent authority in Denmark, the *Finanstilsynet* (Financial Supervisory Authority), the competent authority in Finland, the *Finanssivalvonta* (Finnish Financial Supervisory Authority), the competent authority in France, the *Autorité des Marchés Financiers* (Authority for the Financial Markets), the competent authority in Germany, the *Bundesanstalt für Finanzdienstleistungsaufsicht* (the Federal Financial Supervisory Authority), the competent authority in Italy, the *Commissione Nazionale per le Società e la Borsa* (CONSOB), the competent authority in Luxembourg (*Commission de Surveillance du Secteur Financier*), the competent authority in the Netherlands, the *Autoriteit Financiële Markten* (Authority for the Financial Markets), the competent authority in Norway, the *Finanstilsynet* (Norwegian Financial Supervision Authority), the competent authority in Poland, the *Komisja Nadzoru Finansowego* (Financial Supervision Authority), the competent authority in Spain, the *Comisión Nacional del Mercado de Valores* (Securities Market Commission) and the competent authority in Sweden, *Finansinspektionen* (Financial Supervisory Authority), with certificates of approval attesting that this Prospectus has been drawn up in accordance with the Prospectus Regulation.

The Issuer may request the Central Bank to provide competent authorities in other EEA member states with such certificates whether for the purposes of making a public offer in such member states or for admission to trading of all or any Commodity Securities on a regulated market therein or both.

Transparency Directive

The Issuer announced on or about 4 January 2021 by RIS announcement that it had elected the Ireland as its Home Member State for the purposes of the Transparency Directive.

Procedure for Application

Only Authorised Participants may make an Application. An Authorised Participant who wishes to apply for Commodity Securities should complete the Application Form in accordance with the instructions thereon and send it to the Issuer.

As described under the heading “Applications and Redemptions” in Part 4 (*Description of Commodity Securities*), the Issuer has implemented the System for enabling Authorised Participants to make Applications and request Redemptions by means of a secure website in substitution for the lodging of the forms otherwise required by the Facility Agreements, the Authorised Participant Agreements and the Conditions for the purposes of such Applications and Redemptions. It is expected that all Applications will be made and all Redemptions will be requested using this system.

For those Applicants who wish to hold their Commodity Securities in Certificated Form, certificates in respect of the Commodity Securities will be dispatched within 10 Business Days of the Commodity Securities being issued. For those Applicants who desire to hold their Commodity Securities in Uncertificated Form, the relevant CREST account will be credited on the day on which the Commodity Securities are issued against payment. The Issuer considers it preferable that Commodity Securities be held in Uncertificated Form. Notwithstanding any other provision in this Prospectus, the Issuer reserves the right to issue any Commodity Securities in Certificated Form. In normal circumstances this right is only likely to be exercised in the event of any interruption, failure or breakdown of CREST (or any part of CREST), or on the part of the facilities and/or systems operated by the Registrar in connection with CREST. This right may also be exercised if the correct details (such as participant ID and member account details) are not provided as requested on the Application Form. No temporary documents of title will be issued and, pending despatch of security certificates, transfers will be certified against the register.

By completing and delivering an Application Form or lodging an Application order through the System, the Applicant confirms and agrees that:

- (a) it is not relying on any information or representation other than such as may be contained in this Prospectus;
- (b) no person responsible solely or jointly for this Prospectus or any part of it shall have any liability for any information or representation not contained in this Prospectus;
- (c) it is an Authorised Person, an Exempt Person or an Overseas Person;
- (d) it understands that Micro and Commodity Securities are direct, limited recourse obligations of the Issuer alone; and
- (e) it understands that the obligations of the Issuer under Micro and Commodity Securities are not guaranteed by MLI, BAC or any other member of the BAC Group or CGML, CGMH or any other member of the Citigroup Group or any other Commodity Contract Counterparty or Guarantor.

Further details on new issues are set out in Part 4 (*Description of Commodity Securities*).

Subscription for Commodity Securities

All Application Moneys for Commodity Securities must be paid through CREST in accordance with the procedures set out in the Application Form.

Commodity Securities in respect of which the Application has been made will not be issued unless the Commodity Contracts created and to be paid for with the Application Moneys for that Application are in force.

Listing

The following Classic Commodity Securities have been admitted to listing on Euronext Amsterdam:

Classic Individual Securities

WisdomTree Aluminium
WisdomTree Coffee
WisdomTree Copper
WisdomTree Corn
WisdomTree Cotton
WisdomTree WTI Crude Oil
WisdomTree Gasoline
WisdomTree Gold

Classic Index Securities

WisdomTree Broad Commodities
WisdomTree Energy
WisdomTree Petroleum
WisdomTree Broad Commodities Ex-Energy
WisdomTree Precious Metals
WisdomTree Industrial Metals
WisdomTree Agriculture
WisdomTree Softs

WisdomTree Natural Gas
WisdomTree Nickel
WisdomTree Silver
WisdomTree Sugar
WisdomTree Wheat
WisdomTree Zinc

WisdomTree Livestock
WisdomTree Grains
WisdomTree Soybeans

The Classic Commodity Securities (other than the CLPT Securities, BG Securities and KS Securities have been admitted to listing on the Regulated Market (General Standard) (*Regulierter Markt [General Standard]*) of the Frankfurt Stock Exchange (*Frankfurter Wertpapierbörse*), Euronext Paris SA and the ETFplus market of the Borsa Italiana.

The following Classic Commodity Securities were delisted from the Regulated Market (General Standard) (*Regulierter Markt [General Standard]*) of the Frankfurt Stock Exchange (*Frankfurter Wertpapierbörse*) on 26 May 2015 and relisted on 28 May 2015:

WisdomTree Nickel
WisdomTree Petroleum
WisdomTree Precious Metals

WisdomTree Sugar
WisdomTree Zinc

The WisdomTree Livestock Index Securities were delisted from the Regulated Market (General Standard) (*Regulierter Markt [General Standard]*) of the Frankfurt Stock Exchange (*Frankfurter Wertpapierbörse*) on 26 May 2015.

The following Longer Dated Commodity Securities have been admitted to listing on the Regulated Market (General Standard) (*Regulierter Markt [General Standard]*) of the Frankfurt Stock Exchange (*Frankfurter Wertpapierbörse*):

Longer Dated Individual Securities

WisdomTree Natural Gas Longer Dated

Longer Dated Index Securities

WisdomTree Agriculture Longer Dated
WisdomTree Broad Commodities Longer Dated
WisdomTree Energy Longer Dated
WisdomTree Broad Commodities Ex-Energy
Longer Dated
WisdomTree Grains Longer Dated
WisdomTree Industrial Metals Longer Dated
WisdomTree Livestock Longer Dated
WisdomTree Petroleum Longer Dated
WisdomTree Softs Longer Dated

The WisdomTree Brent Crude Oil Individual Securities and the WisdomTree Brent Crude Oil Longer Dated Individual Securities have been listed on the Regulated Market (General Standard) (*Regulierter Markt [General Standard]*) of the Frankfurt Stock Exchange (*Frankfurter Wertpapierbörse*). The WisdomTree Brent Crude Individual Securities have been listed on the ETFplus market of the Borsa Italiana.

The WisdomTree Broad Commodities Ex-Agriculture & Livestock Index Securities have been listed on the Regulated Market (General Standard) (*Regulierter Markt [General Standard]*) of the Frankfurt Stock Exchange (*Frankfurter Wertpapierbörse*).

The WisdomTree Longer Dated Brent Crude Oil Individual Securities and WisdomTree Broad Commodities Ex-Energy Index Securities were delisted from Borsa Italiana S.p.A. on 26 May 2015.

The Classic and Longer Dated Commodity Securities of the following types were redeemed compulsorily on 26 September 2019.

ETFS Platinum Individual Securities
ETFS Ex-Energy Index Securities
ETFS Longer Dated Heating Oil Individual Securities
ETFS Longer Dated Lean Hogs Individual Securities
ETFS Longer Dated Live Cattle Individual Securities
ETFS Longer Dated Natural Gas Individual Securities

ETFS Longer Dated Ex-Energy Index Securities
ETFS Longer Dated Grains Index Securities
ETFS Longer Dated Livestock Index Securities
ETFS Longer Dated Petroleum Index Securities
ETFS Longer Dated Softs Index Securities

The Issuer reserves the right to re-issue Classic and Longer Dated Commodity Securities of the same types (as renamed pursuant to the eighteenth supplemental trust instrument dated 31 July 2019) or of any other types that may have been redeemed or otherwise delisted with the same or different Principal Amount and with the same or different ISIN and this Prospectus applies to any such reissued types.

Although all Micro Securities in issue have been admitted to trading on the Main Market of the London Stock Exchange, the Issuer does not anticipate that an active secondary market will develop in any of the Micro Securities.

Application will be made to Euronext Dublin for all Micro and Commodity Securities issued during the period of 12 months from the date of this Prospectus to be admitted to the Official List and trading on its regulated market. The admission to trading on Euronext Dublin is technical only and investors should be aware there is no trading facility for the Micro and Commodity Securities there.

Settlement

CREST

The Issuer is a participating issuer in, and the Micro Securities and Commodity Securities are participating securities in, CREST, a paperless multi-currency electronic settlement procedure enabling securities (including debt securities) to be evidenced otherwise than by written instrument, and transferring such securities electronically with effective delivery versus payment. Accordingly, to the extent that the Micro and Commodity Securities are issued in Uncertificated Form, settlement of transactions in the Micro and Commodity Securities will take place within the CREST system.

Settlement and Delivery on the Eurolist by Euronext Amsterdam

All Commodity Securities traded on Euronext Amsterdam are eligible for settlement in the systems of Euroclear Bank Brussels and Euroclear NIEC (Euroclear Nederlands Interprofessioneel Effecten Centrum), the Euroclear Dutch Interprofessional Securities Centre.

For the purposes of discharging any obligations under the Commodity Securities, the Issuer will treat the persons or entities registered in the Register as the sole Security Holders. In so far as any Commodity Securities are held through them, Euroclear Bank Brussels or Euroclear NIEC (or their nominee) will be registered in the Register as the Security Holder and consequently will be treated by the Issuer as sole Security Holder in respect of such Commodity Securities. Account holders recorded in the systems of Euroclear Bank Brussels or Euroclear NIEC as the holders of Commodity Securities must look to Euroclear Bank Brussels or Euroclear NIEC (respectively) to receive any and all entitlements under such Commodity Securities.

Settlement and Delivery on the Frankfurt Stock Exchange (Frankfurter Wertpapierbörse)

Non-Collective Safe Custody

For the purpose of good delivery of the Commodity Securities on the Frankfurt Stock Exchange, settlement and delivery takes place through Clearstream Banking AG ("**Clearstream**") and a chain of custodians. Security Holders will receive a credit in securities account (*Gutschrift in Wertpapierrechnung*) for the securities in their securities account with the respective custodian bank. Unless otherwise agreed, the Issuer will treat the Nominee as one single security holder so far as fractional rights and entitlements are concerned.

Cash Payments and Exercise of Subscription Rights and Other Rights

Cash payments are credited to Clearstream's cash account with the Custodian and paid by Clearstream to the respective co-owners.

Clearstream Banking AG

Clearstream is a company that was incorporated on 12 July 1949 in Frankfurt under the laws of the Federal Republic of Germany.

Clearstream is a regulated credit institution under the German Banking Act and licensed as the German Central Securities Depository pursuant to the German Securities Deposit Act, i.e. a professional depository that holds securities for its customers and facilitates the clearance and settlement of securities transactions among them through electronic book-entry transfers between their accounts, thereby eliminating the need for physical movement of the securities. Clearstream also provides other services to its customers, including safekeeping, administration, clearance and settlement of internationally-traded securities and securities lending and borrowing. Clearstream's customers are worldwide financial institutions, including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations.

Clearstream conducts its business in the legal form of a German stock corporation (Aktiengesellschaft), registered in the commercial register at the local court in Frankfurt under number HRB 7500, and with registered office at MainMergenthalerallee 61, 65760 Eschborn, Federal Republic of Germany.

Supply and Inspection of Documents in Germany

For the duration of the Programme or so long as any Commodity Securities remain outstanding, copies of this Prospectus (or any replacement prospectus), the German translation of the summary thereto and all financial information as well as the contracts required to be disclosed by the Issuer pursuant to the applicable rules will be available for inspection during normal business hours on any weekday (Saturdays, Sundays and public holidays excepted) at the registered office of the Bank, and a copy of the documents referred above may be requested by contacting the Bank.

Settlement and Delivery on the Eurolist of Euronext Paris SA

All Commodity Securities traded on Euronext Paris SA will be recorded in the Register in the name of Euroclear France or another Euroclear company and held beneficially for persons who have bought through Euronext Paris SA. For those persons Euroclear will maintain its own record of holders ("**French sub-register**"). All Commodity Securities traded on Euronext Paris SA will be settled and cleared through the normal Euroclear systems. Market-makers and other account holders at Euroclear will be permitted to transfer securities between the Register and the French sub-register and any other sub-registers applicable to other markets which the Commodity Securities may be admitted to trading, and thereby be able to move securities between the London Stock Exchange, such other markets and Euronext Paris SA.

For the purposes of discharging any obligations under the Commodity Securities held through Euroclear France, the Issuer will treat Euroclear France (or such other Euroclear company) as the single security holder of such Commodity Securities and the holders recorded in the French sub-register must look to Euroclear France to receive any and all entitlements under such Commodity Securities.

Settlement and Delivery on the ETFplus Market of the Borsa Italiana

All Commodity Securities traded on Borsa Italiana S.p.A. will be recorded in the Register in the name of Monte Titoli S.p.A. and held beneficially for persons who have bought through the Borsa Italiana S.p.A. For those persons Monte Titoli S.p.A. will maintain its own record of holders ("**Italian sub-register**"). All Commodity Securities traded on the Borsa Italiana S.p.A. are eligible for settlement through the normal Monte Titoli S.p.A. settlement systems on the deposit accounts opened with Monte Titoli S.p.A. Market-makers and other account holders at Monte Titoli S.p.A. will be permitted to transfer securities between the Register and the Italian sub-register and any other sub-registers applicable to other markets to which the Commodity Securities may be admitted to trading, and thereby be able to move securities between the London Stock Exchange, such other markets and Monte Titoli S.p.A.

For the purposes of discharging any obligations under the Commodity Securities held through Monte Titoli S.p.A., the Issuer will treat Monte Titoli S.p.A. as the single security holder of such Commodity Securities and

the holders recorded in the Italian sub-register must look to Monte Titoli S.p.A. to receive any and all entitlements under such Commodity Securities.

Registers

The Registrar will maintain the Registers in Jersey.

UCITS and CIS

The Issuer has received legal advice that Micro and Commodity Securities do not constitute units in a collective investment scheme. The Issuer has also received legal advice that the Micro and Commodity Securities are capable of constituting transferable securities and do not give rise to an investment in precious metals or constitute certificates representing precious metals and are therefore capable of being eligible investments for a UCITS Scheme. Prospective investing UCITS Schemes would need to satisfy themselves that an investment in the Micro and Commodity Securities in their own circumstances would be in line with their investment objectives and comply with relevant parts of the FCA Handbook.

Money Laundering Regulations

The verification of identity requirements of Jersey's anti-money laundering laws and regulations and/or any subsequent equivalent legislation will apply to the Programme and verification of the identity of the Authorised Participants for Commodity Securities may be required. The anti-money laundering laws and regulations of other jurisdictions may also apply to the Programme and verification of the identity of the Authorised Participants.

By lodging an Application Form or lodging an Application order through the System, each Authorised Participant confirms that it is subject to the Money Laundering (Jersey) Order 2008 (as amended from time to time) (in relation to Jersey), the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (in relation to the UK) and/or any other applicable anti-money laundering laws and regulations and/or undertakes to provide such other evidence of identity as is required by the Issuer at the time of lodging the Application Form or order, or, at the absolute discretion of the Issuer, at such specified time thereafter as may be requested to ensure compliance with the Money Laundering (Jersey) Order 2008, the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and/or any other applicable legislation.

The Issuer is entitled, in its absolute discretion, to determine whether the verification of identity requirements apply to any Authorised Participant and whether such requirements have been satisfied. Neither the Issuer nor the Registrar shall be responsible or liable to any person for any loss or damage suffered as a result of the exercise of their discretion hereunder.

No Application will be accepted by the Issuer unless evidence of such Authorised Participant's identity satisfactory to the Issuer and its agents is provided.

Use of Proceeds

The estimated net amount of the proceeds of any particular issue of Commodity Securities will be specified in the applicable final terms. Such proceeds will be paid to a Commodity Contract Counterparty as part of the process of creating Commodity Contracts.

PART 7

TRUST INSTRUMENT AND COMMODITY SECURITIES

The issue of up to US\$1,000,000,000,000 in aggregate Principal Amount of Dollar Classic Micro Securities, Dollar Classic Individual Securities and Dollar Classic Index Securities of the Issuer (each having the Principal Amount stated in paragraph 5 of Part 12 (*Additional Information*)), of each of the classes and categories described in this Prospectus (other than the CLPT Securities, the CLPT Micro Securities, the BG Securities, the BG Micro Securities, the KS Securities, the KS Micro Securities, the Ex Classic Index Securities, the California Carbon Micro Securities and the WisdomTree California Carbon Individual Securities) was authorised pursuant to resolutions of the Board passed on 15 September 2006 and 10 March 2023 and such Dollar Classic Micro and Commodity Securities are constituted by a Trust Instrument dated 21 September 2006, as amended and supplemented by a supplemental trust instrument dated 17 September 2007, a second supplemental trust instrument dated 23 April 2008, a third supplemental trust instrument dated 15 August 2008, a fourth supplemental trust instrument dated 15 September 2008, a fifth supplemental trust instrument dated 8 October 2008, a sixth supplemental trust instrument dated 30 June 2009, a seventh supplemental trust instrument dated 7 August 2009, an eighth supplemental trust instrument dated 20 January 2011, a ninth supplemental trust instrument dated 14 March 2011, a tenth supplemental trust instrument dated 22 December 2011, an eleventh supplemental trust instrument dated 26 January 2012, a twelfth supplemental trust instrument dated 14 December 2012 and a thirteenth supplemental trust instrument dated 23 June 2014, a fourteenth supplemental trust instrument dated 6 October 2014, a fifteenth supplemental trust instrument dated 24 November 2014, a sixteenth supplemental trust instrument dated 3 July 2015, a seventeenth supplemental trust instrument dated 29 June 2017, an eighteenth supplemental trust instrument dated 31 July 2019, a nineteenth supplemental trust instrument dated 4 October 2019, a twentieth supplemental trust instrument dated 21 May 2020, a twenty-first supplemental trust instrument dated 19 June 2020, a twenty-second supplemental trust instrument dated 8 July 2020, a twenty-third supplemental trust instrument dated 18 July 2020, a twenty-fourth supplemental trust instrument dated 9 August 2021, a twenty-fifth supplemental trust instrument dated 30 May 2022, a twenty-sixth supplemental trust instrument dated 14 December 2022 and a twenty-seventh supplemental trust instrument dated 29 March 2023, each governed by Jersey law between the Issuer and The Law Debenture Trust Corporation p.l.c. (the “**Trustee**”), and in each case secured by a security deed governed by English law between the Issuer and the Trustee, as amended. Under the terms of the Trust Instrument the Trustee may (subject to certain conditions) delegate all or any of its trusts, rights, powers, authorities, duties and discretions in respect of the Micro and Commodity Securities upon such terms and subject to such conditions and regulations as the Trustee may in the interests of the Security Holders think fit.

The issue of up to US\$1,000,000,000,000 in aggregate Principal Amount of Longer Dated Securities of the Issuer (each having the Principal Amount stated in paragraph 5 of Part 12 (*Additional Information*)) of each of the classes and categories described in this Prospectus (other than the BG Securities, the BG Micro Securities, the KS Securities, the KS Micro Securities and the CLT LD Micro Securities) was authorised pursuant to resolutions of the Board passed on 20 July 2007 and 10 March 2023 and such securities of each type are constituted by the Trust Instrument and in each case secured by a security deed relating to the relevant Pool governed by English law dated 17 September 2007 between the Issuer and the Trustee, as amended.

The issue of up to US\$1,000,000,000,000 in aggregate Principal Amount of CLPT Micro Securities and CLPT Securities of the Issuer (each having the Principal Amount stated in paragraph 5 of Part 12 (*Additional Information*)) of each of the classes described in this Prospectus was authorised pursuant to resolutions of the Board passed on 11 September 2008 and 10 March 2023 and such securities of each class are constituted by the Trust Instrument and in each case secured by a security deed relating to the relevant Pool governed by English law dated 15 September 2008 between the Issuer and the Trustee, as amended.

The issue of up to US\$1,000,000,000,000 in aggregate Principal Amount of BG Micro Securities, BG Securities and Ex Classic Index Securities of the Issuer (each having the Principal Amount stated in paragraph 5 of Part 12 (*Additional Information*)) of each of the types described in this Prospectus was authorised pursuant to resolutions of the Board passed on 8 December 2011 and 10 March 2023 and such securities of each class or category are constituted by the Trust Instrument and in each case secured by a security deed relating to the relevant Pool governed by English law dated 8 December 2011 between the Issuer and the Trustee.

The issue of up to US\$1,000,000,000,000 in aggregate Principal Amount of KS Micro Securities and KS Securities of the Issuer (each having the Principal Amount stated in paragraph 5 of Part 12 (*Additional Information*)) of each of the classes described in this Prospectus was authorised pursuant to resolutions of the Board passed on 26 November 2012 and 10 March 2023 and such securities of each class are constituted by

the Trust Instrument and in each case secured by a security deed relating to the relevant Pool governed by English law dated 14 December 2012 between the Issuer and the Trustee.

The issue of up to US\$1,000,000,000,000 in aggregate Principal Amount of WTI Crude Oil A Micro Securities of the Issuer (each having the Principal Amount stated in paragraph 5 of Part 12 (*Additional Information*)) was authorised pursuant to a resolution by the Board passed on 9 June 2020 and such securities are constituted by the Trust Instrument and secured by a security deed governed by English law dated 19 June 2020 between the Issuer and the Trustee.

The issue of up to €1,000,000,000,000 in aggregate Principal Amount of Carbon Securities (each having the Principal Amount stated in paragraph 5 of Part 12 (*Additional Information*)) was authorised pursuant to a resolution by the Board passed on 30 June 2021 and such securities are constituted by the Trust Instrument and secured by a security deed governed by English law dated 9 August 2021 between the Issuer and the Trustee.

The issue of up to US\$1,000,000,000,000 in aggregate Principal Amount of CLT LD Micro Securities of each class of the Issuer (each having the Principal Amount stated in paragraph 5 of Part 12 (*Additional Information*)) was authorised pursuant to a resolution by the Board passed on 10 November 2022 and such securities of each class are constituted by the Trust Instrument and in each case secured by a security deed relating to the relevant Pool governed by English law dated 14 December 2022 between the Issuer and the Trustee.

The issue of up to US\$1,000,000,000,000 in aggregate Principal Amount of each of California Carbon Micro Securities of the Issuer and WisdomTree California Carbon Individual Securities of the Issuer (each having the Principal Amount stated in paragraph 5 of Part 12 (*Additional Information*)) was authorised pursuant to a resolution by the Board passed on 10 March 2023 and such securities are constituted by the Trust Instrument and secured by a security deed governed by English law dated 29 March 2023 between the Issuer and the Trustee.

The Trustee is a public limited company registered in England with number 1675231 whose registered office is at Eighth Floor, 100 Bishopsgate, London EC2N 4AG and which was incorporated on 2 November 1982.

Save in the case of fraud, wilful misconduct or gross negligence, the Trustee has no liability under the Trust Instrument for a breach of trust and, save in such circumstances, the Trustee is not liable for any loss arising by reason of any mistake or omission by it or by reason of any other matter or thing including fraud, wilful misconduct, gross negligence or default of another director, officer or employee or Trustee.

The Trustee is not liable for any liability which may result from the exercise or non-exercise of its trusts, rights, powers, authorities, duties and discretions under the Documents.

The extract from the Trust Instrument below is drafted in legal language, however, information on how the terms and conditions apply to Security Holders is contained throughout this Prospectus including Part 1 (*General*) and Part 4 (*Description of Commodity Securities*). The conditions of issue of each type of Micro and Commodity Securities are set out in the Trust Instrument.

The Issuer and the Trustee have entered into a twenty-seventh supplemental trust instrument dated 29 March 2023 pursuant to which the Conditions were amended with effect from the date of this Prospectus. The main changes from the Conditions as in effect immediately prior to the date of this Prospectus are to make provision for the WisdomTree California Carbon Individual Securities.

In addition the Conditions are amended with effect from the date of this Prospectus by changing the structure of the defined terms for the various types of Micro and Commodity Securities in the Conditions so that, for example, the WisdomTree Carbon Individual Securities fall under the definition of “Classic Commodity Securities”. This change has no substantive effect on the rights of the WisdomTree Carbon Individual Securities or the Micro or Commodity Securities of any other type.

The following are the Conditions applicable to all types of Micro and Commodity Securities:

“The Conditions

The Micro and Commodity Securities are undated, limited recourse, secured debt securities of WisdomTree Commodity Securities Limited and are constituted by, are issued subject to and have the benefit of, a trust instrument dated 21 September 2006 between the Issuer and The Law Debenture Trust Corporation p.l.c. as trustee for the holders of Micro and Commodity Securities as amended by a supplemental trust instrument dated 17 September 2007, a second supplemental trust instrument dated 23 April 2008, a third supplemental

trust instrument dated 15 August 2008, a fourth supplemental trust instrument dated 15 September 2008, a fifth supplemental trust instrument dated 8 October 2008, a sixth supplemental trust instrument dated 29 June 2009, a seventh supplemental trust instrument dated 7 August 2009, an eighth supplemental trust instrument dated 20 January 2011, a ninth supplemental trust instrument dated 14 March 2011, a tenth supplemental trust instrument dated 22 December 2011, an eleventh supplemental trust instrument dated 26 January 2012, a twelfth supplemental trust instrument dated 14 December 2012, a thirteenth supplemental trust instrument dated 23 June 2014, a fourteenth supplemental trust instrument dated 6 October 2014, a fifteenth supplemental trust instrument dated 24 November 2014, a sixteenth supplemental trust instrument dated 3 July 2015, a seventeenth supplemental trust instrument dated 29 June 2017, an eighteenth supplemental trust instrument dated 31 July 2019, a nineteenth supplemental trust instrument dated 4 October 2019, a twentieth supplemental trust instrument dated 21 May 2020, a twenty-first supplemental trust instrument dated 19 June 2020, a twenty-second supplemental trust instrument dated 8 July 2020, a twenty-third supplemental trust instrument dated 28 July 2020, a twenty-fourth supplemental trust instrument dated 9 August 2021, a twenty-fifth supplemental trust instrument dated 30 May 2022, a twenty-sixth supplemental trust instrument dated 14 December 2022 and a twenty-seventh supplemental trust instrument dated 29 March 2023, governed by Jersey law.

The Security Holders (as defined below) are entitled to the benefit of, are bound by and are deemed to have notice of, all the provisions of the Trust Instrument and the Security Deeds (each as defined below) and the Conditions set out below.

1. DEFINED TERMS AND INTERPRETATION

1.1 In these Conditions, the following words and expressions have the following meanings:

Acceptable Credit Rating means a long term senior debt credit rating of at least BBB+ from Standard & Poor's Rating Services, a division of the McGraw-Hill Companies Inc. (or any successor to the ratings business thereof), and of at least Baa1 from Moody's Investors Service Inc. (or any successor to the ratings business thereof);

Adjusted SOFR means a rate per annum of interest equal to SOFR plus 0.11448 per cent.;

Affiliate means, in relation to any person, any entity controlled, directly or indirectly, by that person, any entity that controls, directly or indirectly, that person, or any entity directly or indirectly under common control with that person; and for this purpose, **control** of any entity or person means ownership of a majority of the voting power of the entity or person;

Agreed Pricing has the meaning given in Condition 8.1(b);

Agreed Redemption Form means a notice in the form prescribed from time to time by the Issuer requesting Redemption of Micro and Commodity Securities using Agreed Pricing;

Applicable Date means the date of the thirteenth supplemental trust instrument between the Issuer and the Trustee expressed to be supplemental to the Trust Instrument;

Authorised Participant means a person which has entered into an Authorised Participant Agreement with the Issuer in relation to Commodity Securities and (except in the case of a Commodity Contract Counterparty which has entered into an Authorised Participant Agreement with the Issuer) has entered into a corresponding Direct Agreement with at least one Commodity Contract Counterparty, and which is not an Unacceptable Authorised Participant in respect of that Commodity Contract Counterparty, *provided that* no person shall be an Authorised Participant in respect of a Commodity Contract Counterparty unless and until the Security Conditions (if any) with respect to the Authorised Participant and that Commodity Contract Counterparty shall have been satisfied and *provided further that* a person can be an Authorised Participant in respect of one Commodity Contract Counterparty but not another;

Authorised Participant Agreement means a written agreement between the Issuer and another person under which such person is appointed to act as an "Authorised Participant", distribution agent or in a substantially similar function in relation to Micro Securities and/or Commodity Securities comprising *inter alia* Micro Securities and if such agreement is subject to conditions precedent, provided that such conditions have been satisfied;

Bloomberg means Bloomberg L.P. and/or Bloomberg Finance L.P. and/or the Affiliate of either of them;

Bloomberg (BCOM) Commodity Indices means both the Bloomberg Commodity IndexSM and the Bloomberg Commodity Index 3 Month ForwardSM and includes the other related indices and sub-indices of the Bloomberg Commodity IndexSM and the Bloomberg Commodity Index 3 Month ForwardSM and the **Bloomberg (BCOM) Commodity Index** shall be construed accordingly;

Bloomberg Commodity IndexSM means the index known as the Bloomberg Commodity IndexSM calculated and published by Bloomberg, formerly known as the Dow Jones - UBS Commodity IndexSM;

Bloomberg Commodity Index 3 Month ForwardSM means the index known as the Bloomberg Commodity Index 3 Month ForwardSM calculated and published by Bloomberg, formerly known as the Dow Jones - UBS Commodity Index 3 Month ForwardSM;

Bloomberg-linked in relation to Micro Securities or any class or classes of Micro Securities means Micro Securities or Micro Securities of such class or classes of which the relevant Individual Commodity Index is an index of which the Index Administrator is Bloomberg and in relation to Commodity Securities or any type or types of Commodity Securities means Commodity Securities or Commodity Securities of such type or types comprised of Bloomberg-linked Micro Securities

Business Day means a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in both London and New York;

Calculation Agent means the person from time to time appointed by the Issuer and each Commodity Contract Counterparty for the purposes referred to in Condition 16;

Capital Adjustment means an adjustment factor to be included in the calculation of the Multiplier which is agreed from time to time by a Commodity Contract Counterparty and the Issuer;

category means, in relation to Index Securities, the type of Index Security determined by the mix of different classes of Micro Securities comprised in the Index Security;

Certificated or Certificated Form means not in Uncertificated Form;

CGML means Citigroup Global Markets Limited, a company incorporated and registered in England and Wales with number 01763297 whose registered office is situated at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, England and includes its successors and assignees;

CIP means "Commodity Index Percentage" as defined in the Handbook from time to time;

class means a class of Micro Securities or Individual Securities under which the Issuer's obligations to make payment, and the corresponding class of Commodity Contracts under which any Commodity Contract Counterparty's obligations to make payment, are determined by reference to a particular Individual Commodity Index; and Micro or Individual Securities, and the corresponding class of Commodity Contracts, referable to a particular Individual Commodity Index but of different Strategies are each of a separate and distinct class *provided that* the WTI Crude Oil A Classic Micro Securities (and the corresponding class of Commodity Contracts) and the WisdomTree WTI Crude Oil Individual Securities shall for these purposes be of the same class;

Classic Commodity Contract means in relation to Classic Micro Securities of a particular class (or Commodity Securities to the extent they are comprised of Classic Micro Securities of that class), a contract between the Issuer and a Commodity Contract Counterparty created in accordance with a Facility Agreement and giving rise to matching rights and obligations to such Classic Micro Securities;

Classic Commodity Securities means Classic Individual Securities and Classic Index Securities and **Classic Commodity Security** means any of them;

Classic Index Security has the same meaning as "Dollar Classic Index Security";

Classic Individual Securities means Dollar Classic Individual Securities and Euro Classic Individual Securities and **Classic Individual Security** means any of them;

Classic Micro and Commodity Securities means Classic Micro Securities, Classic Individual Securities and Classic Index Securities and **Classic Micro or Commodity Securities** means any of them;

Classic Micro Securities means Dollar Classic Micro Securities and Euro Classic Micro Securities and **Classic Micro Security** means any of them;

Collateral means all Posted Collateral as defined in any Security Agreement to the extent attributable to the obligations of a Commodity Contract Counterparty under a Facility Agreement;

Commodity Contract means in relation to Micro Securities of a particular class (or Commodity Securities to the extent they are comprised of Micro Securities of that class), a contract between the Issuer and a Commodity Contract Counterparty created in accordance with a Facility Agreement and giving rise to matching rights and obligations to such Micro Securities and includes Classic Commodity Contracts and Longer Dated Commodity Contracts;

Commodity Contract Counterparty means the counterparty to each Facility Agreement with the Issuer and, for so long as the MLI Facility Agreement remains in force, includes MLI and, for so long as the CGML Facility Agreement remains in force, includes CGML;

Commodity Contract Termination means the termination of Commodity Contracts by a Commodity Contract Counterparty in accordance with a Facility Agreement;

Commodity Securities means Index Securities and Individual Securities and **Commodity Security** means any of them;

comprised in and **comprised of** in relation to a Commodity Security means the Micro Securities by reference to which the amount payable on Redemption of that Commodity Security is calculated and for which a Commodity Security (when in Certificated Form) may be surrendered in accordance with the provisions of the Trust Instrument and **comprise** and **comprised** shall be construed accordingly;

Compulsory Daily Pricing Number means, in respect of a Compulsory Redemption and a type of Micro or Commodity Securities, the number of outstanding Micro or Commodity Securities of the relevant type or types which, in relation to each Pricing Day on which Micro or Commodity Securities of that type or those types are required to be priced under the relevant Facility Agreement, shall be:

- (a) if the Compulsory Redemption Number is not more than the Redemption Limit (in each case for the type), the Compulsory Redemption Number;
- (b) if the Compulsory Redemption Number is equal to or more than five times the Redemption Limit, 20 per cent. of the Compulsory Redemption Number; and
- (c) otherwise, the amount shall be the Redemption Limit on the first and on each consecutive Pricing Day thereafter except on the last Pricing Day when the amount shall be the Compulsory Redemption Number minus the sum of the Compulsory Number Priced on each preceding Pricing Day for that class or those classes in relation to that Compulsory Redemption;

Compulsory Number Priced means in respect of a Pricing Day and a type of Micro or Commodity Securities, the Compulsory Daily Pricing Number; provided that where the Compulsory Redemption Date is notified in accordance with Condition 9.6 the Compulsory Number Priced in respect of a type of Micro or Commodity Securities for any Pricing Day shall be reduced by the number of Micro or Commodity Securities of that type which are subject to a Redemption Form submitted in respect of that Pricing Day and, if such reduction would result in a negative number, that negative number shall be carried forward and applied to reduce the Compulsory Number Priced for the next following Pricing Day and any negative number on the last Pricing Day will be ignored;

Compulsory Redemption means a Redemption of Micro or Commodity Securities in accordance with Condition 9.11;

Compulsory Redemption Date means a date notified in accordance with Conditions 9.1, 9.2, 9.5, 9.6, 9.6A or 9.7;

Compulsory Redemption Number means in respect of a Compulsory Redemption Date and a type of Micro or Commodity Securities, where such Compulsory Redemption Date is notified in accordance with:

- (a) Conditions 9.1, 9.2 or 9.6A, the total number of Micro or Commodity Securities of that type outstanding as at the Business Day immediately preceding the Compulsory Redemption Date;
- (b) Condition 9.5, provided that the Individual Commodity Index relates to that type, the total number of Micro or Commodity Securities of that type outstanding as at the Business Day immediately preceding the Compulsory Redemption Date;
- (c) Condition 9.6, the number of that type of outstanding Micro or Commodity Securities in respect of which notice was given by the Issuer in accordance with Condition 9.6 (unless Condition 8.19(d) applies, in which case it means all of the Micro or Commodity Securities of that type outstanding as at the end of the Business Day immediately preceding the Compulsory Redemption Date); and
- (d) Condition 9.7, the number of Micro or Commodity Securities of that type in respect of which notice was given by the Issuer in accordance with Condition 9.7 with respect to the Security Holder in question;

Conditions means these terms and conditions on and subject to which Micro and Commodity Securities are issued;

Control Agreement means in relation to any Security Agreement the Control Agreement as defined in such Security Agreement;

Controller means, in relation to any company, a person who:

- (a) holds 10 per cent. or more of the shares in such company;
- (b) is able to exercise significant influence over the management of such company by virtue of his shareholdings in such company;
- (c) holds 10 per cent. or more of the shares in a parent undertaking of such company;
- (d) is able to exercise significant influence over the management of the parent undertaking of such company;
- (e) is entitled to exercise, or control the exercise of, 10 per cent. or more of the voting power in such company;
- (f) is able to exercise significant influence over the management of such company by virtue of his voting power in such company;
- (g) is entitled to exercise, or control the exercise of, 10 per cent. or more of the voting power in the parent undertaking of such company; or
- (h) is able to exercise significant influence over the management of the parent undertaking of such company by virtue of his voting rights;

Counterparty Event of Default means:

- (a) the failure of any Commodity Contract Counterparty to make a payment it is due to make in respect of a Commodity Contract Termination in accordance with the relevant Facility Agreement, where such failure is not rectified within five (5) Business Days following the day on which the Commodity Contract Counterparty receives notice of the failure sent by the Issuer, or being in any other breach of the Facility Agreement provided that such breach (if capable of being rectified) is not rectified within five (5) Business Days of the Commodity Contract Counterparty receiving written notice from the Issuer of such breach;
- (b) any Guarantor failing to pay an amount due under the relevant Guarantee, when due;
- (c) any Commodity Contract Counterparty or Guarantor suffering an Insolvency Event;

- (d) the expiration or termination of any Guarantee (other than where a replacement guarantee (or other form of credit support) acceptable to the Issuer and the Trustee in their sole discretion is provided to the Issuer in lieu of a Guarantee upon or prior to such expiration or termination) or the failing or ceasing of a Guarantee to be in full force and effect for the purpose of the relevant Facility Agreement, in each case other than in accordance with its terms, prior to the satisfaction of all obligations of a Commodity Contract Counterparty under the Facility Agreement to which such Guarantee relates and without the written consent of the Issuer (and this paragraph (d) shall apply *mutatis mutandis* to any replacement guarantee (or other form of credit support));
- (e) in the case of a Commodity Contract Counterparty that is a party with the Issuer to a Short and Leveraged Facility Agreement, a Counterparty Default (as defined in such Short and Leveraged Facility Agreement) shall have occurred under such Short and Leveraged Facility Agreement; or
- (f) in the case of a Commodity Contract Counterparty that is a party with the Issuer to a Security Agreement, the occurrence of any Security Agreement Event falling within the definition of Counterparty Default in the relevant Facility Agreement;

CREST means the system of paperless settlement of transfers and the holding of securities in Uncertificated Form administered by Euroclear UK & International Limited;

Default Rate means a rate per annum of interest equal (i) in the case of Dollar Micro and Commodity Securities and Dollar Commodity Contracts, to Adjusted SOFR plus 2 per cent, compounding daily; and (ii) in the case of Euro Micro and Commodity Securities and Euro Commodity Contracts in respect of amounts payable in US Dollars, to Adjusted SOFR plus 2 per cent, compounding daily and in respect of amounts payable in Euro, to €STR plus 2 per cent, compounding daily;

Defaulted Obligation means the failure of the Issuer to make or procure any payment in respect of the Redemption of any Micro and Commodity Securities when due, and such failure is not remedied within 48 hours of receipt of notice requiring remedy of the same provided that if the amount paid by a Commodity Contract Counterparty under the terms of a Facility Agreement in respect of a Commodity Contract Termination as a result of such Redemption is subject to any withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any relevant jurisdiction or any political sub-division thereof or any authority thereof having power to tax, as required by law (as modified by the practice of any relevant governmental revenue authority) then in effect, and that Commodity Contract Counterparty is not obliged under that Facility Agreement to make any additional payment in respect of the withholding or deduction and the net amount is so paid or procured to be paid by the Issuer in respect of that Redemption, that shall not be a Defaulted Obligation;

Direct Agreement means an agreement entered into between a Commodity Contract Counterparty and an Authorised Participant or a person proposed by the Issuer to become an Authorised Participant;

Dollar Classic Index Security means a Commodity Security of a class specified as such in Part C of Schedule 6 (*Classes of Micro and Commodity Securities*) to the Trust Instrument, constituted by the Trust Instrument and recorded on the relevant Register;

Dollar Classic Individual Security means a Commodity Security of a class specified as such in Part B of Schedule 6 (*Classes of Micro and Commodity Securities*) to the Trust Instrument, constituted by the Trust Instrument and recorded on the relevant Register;

Dollar Classic Micro Security means a Micro Security of a class specified as such in Part A of Schedule 6 (*Classes of Micro and Commodity Securities*) to the Trust Instrument, constituted by the Trust Instrument and recorded on the relevant Register;

Dollar Commodity Contract means in relation to Dollar Micro Securities of a particular class (or Commodity Securities to the extent they are comprised of Dollar Micro Securities of that class), a contract between the Issuer and a Commodity Contract Counterparty created in accordance with a Facility Agreement and giving rise to matching rights and obligations to such Dollar Micro Securities and includes Dollar Classic Commodity Contracts and Dollar Longer Dated Commodity Contracts;

Dollar Commodity Securities means Dollar Individual Securities and Dollar Index Securities and **Dollar Commodity Security** means any of them;

Dollar Index Securities means Dollar Classic Index Securities and Dollar Longer Dated Index Securities and **Dollar Index Security** means any of them;

Dollar Individual Securities means Dollar Classic Individual Securities and Dollar Longer Dated Individual Securities and **Dollar Individual Security** means any of them;

Dollar Longer Dated Index Security means a Commodity Security of a class specified as such in Part F of Schedule 6 (*Classes of Micro and Commodity Securities*) to the Trust Instrument, constituted by the Trust Instrument and recorded on the relevant Register;

Dollar Longer Dated Individual Security means a Commodity Security of a class specified as such in Part E of Schedule 6 (*Classes of Micro and Commodity Securities*) to the Trust Instrument, constituted by the Trust Instrument and recorded on the relevant Register;

Dollar Longer Dated Micro Security means a Micro Security of a class specified as such in Part D of Schedule 6 (*Classes of Micro and Commodity Securities*) to the Trust Instrument, constituted by the Trust Instrument and recorded on the relevant Register;

Dollar Micro and Commodity Securities means Dollar Micro Securities, Dollar Index Securities and Dollar Individual Securities and **Dollar Micro or Commodity Securities** means any of them;

Dollar Micro Securities means Dollar Classic Micro Securities and Dollar Longer Dated Micro Securities and **Dollar Micro Security** means any of them;

Dollar Payments Applies shall be construed in accordance with Condition 8.5B;

ECIPs means, with respect to a Bloomberg (BCOM) Commodity Index, the effective percentage weights of the constituent commodities in that Bloomberg (BCOM) Commodity Index from time to time as published by Bloomberg (or as determined by the Calculation Agent for the purposes of one or more Facility Agreements if no such percentage weights have been so published);

EC Treaty means the Treaty establishing the European Community (signed in Rome on March 25, 1957), as amended by the Treaty on European Union (signed in Maastricht on February 7, 1992) and as amended by the Treaty of Amsterdam (signed in Amsterdam on October 2, 1997), as further amended from time to time;

€STR means in respect of any date of determination, a reference rate equal to the daily Euro short-term rate for such date as provided by the European Central Bank, as administrator of such rate (or any successor administrator of such rate), and published on the website of the European Central Bank, for the time being at <http://www.ecb.europa.eu>, or any successor website officially designated by the European Central Bank, in each case on or before 9:00 a.m. (Central European Time) on the TARGET Settlement Day immediately following such date, and reported on Bloomberg page <ESTRON Index>;

Euro or **Eur** or **€** means the lawful currency of the member states of the European Union that adopt the single currency in accordance with the EC Treaty;

Euro Classic Individual Security means a Commodity Security of a class specified as such in Part H of Schedule 6 (*Classes of Micro and Commodity Securities*) to the Trust Instrument, constituted by the Trust Instrument and recorded on the relevant Register;

Euro Classic Micro Security means a Micro Security of a class specified as such in Part G of Schedule 6 (*Classes of Micro and Commodity Securities*) to the Trust Instrument, constituted by the Trust Instrument and recorded on the relevant Register;

Euro Commodity Contract means in relation to Euro Micro Securities of a particular class (or Commodity Securities to the extent they are comprised of Euro Micro Securities of that class), a contract between the Issuer and a Commodity Contract Counterparty created in accordance with a Facility Agreement and giving rise to matching rights and obligations to such Euro Micro Securities;

Euro Commodity Security has the same meaning as “Euro Classic Individual Security”;

Euro Individual Security has the same meaning as “Euro Classic Individual Security”;

Euro Micro and Commodity Securities means Euro Micro Securities and Euro Individual Securities and **Euro Micro or Commodity Securities** means any of them;

Euro Micro Security has the same meaning as “Euro Classic Micro Security”;

Euro Payments Applies shall be construed in accordance with Condition 8.5B;

Extended Voluntary Rebalancing means a Voluntary Rebalancing which the Issuer has determined should be conducted over the same days as if a Required Rebalancing was occurring in that month;

Extraordinary Resolution means in respect of a particular type or particular types taken together of Micro and Commodity Securities either (a) a resolution passed at a duly convened meeting of the holders of Micro and Commodity Securities of such type or types and carried by a majority consisting of the holders of not less than 75 per cent. by Price (or if no Price was determined on the day of that meeting, the most recently determined Price) of the Micro and Commodity Securities of such type or types voting on such resolution or (b) a resolution in writing of holders of such type or types of Micro and Commodity Securities holding not less than 75 per cent. by Price (as at the date of the last signature (or if no Price was determined on that date, the most recently determined Price)) of such type or types of Micro and Commodity Securities, and in the cases of (a) and (b) where so provided for in the Trust Instrument or these Conditions, holders of Index Securities or Individual Securities may for these purposes be treated as holders of the relevant type or types of Micro Securities comprised therein;

Facility Agreements means the agreements entitled “Facility Agreement relating to Classic and Longer Dated Commodity Contracts” between the Issuer and different Commodity Contract Counterparties providing for the creation and termination of Commodity Contracts thereunder, including such an agreement (the **MLI Facility Agreement**) between the Issuer and MLI and such an agreement (the **CGML Facility Agreement**) between the Issuer and CGML;

FCA means the UK Financial Conduct Authority;

FSMA means the Financial Services and Markets Act 2000;

Full Pricing Day means a day which is a Pricing Day in respect of all Individual Commodity Indices;

Funding Rate means a rate per annum of interest equal (i) in the case of Dollar Micro and Commodity Securities and Dollar Commodity Contracts, to Adjusted SOFR, compounding daily; and (ii) in the case of Euro Micro and Commodity Securities and Euro Commodity Contracts in respect of amounts payable in US Dollars, to Adjusted SOFR, compounding daily and in respect of amounts payable in Euro, to €STR, compounding daily;

Further Securities means securities issued by the Issuer in accordance with Condition 20.1;

General Notice means any notice given in accordance with these Conditions other than a Pricing Notice;

General Trading Day means a “Business Day” as defined in the Handbook from time to time (and meaning in the case of Bloomberg-linked Micro and Commodity Securities and Bloomberg-linked Commodity Contracts as at the date of the Trust Instrument “any day on which the sum of the CIPs for those Index Commodities that are open for trading is greater than 50 per cent.” where “Index Commodities” has the meaning given to it in the Handbook);

Guarantee means in respect of any Commodity Contract Counterparty, any guarantee or other credit support agreement provided by a guarantor or other credit support provider in respect of such Commodity Contract Counterparty’s obligations under the relevant Facility Agreement insofar as it relates to the relevant Pool;

Guarantor means in respect of any Commodity Contract Counterparty, any guarantor or other credit support provider who has entered into a Guarantee in respect of such Commodity Contract Counterparty’s obligations under the relevant Facility Agreement insofar as it relates to the relevant Pool;

Handbook means:

- (a) in the case of Bloomberg-linked Micro and Commodity Securities and Bloomberg-linked Commodity Contracts, the document called "Index Methodology - The Bloomberg Commodity Index Family" (including its appendices) which sets out the methodology for calculation of the Bloomberg (BCOM) Commodity Indices, prepared and as amended, varied, supplemented or replaced from time to time by the applicable Index Administrator, a copy of which, as at the Applicable Date, can be obtained from the following address: <http://www.bloombergindexes.com/> and includes the document entitled "Index Methodology – Bloomberg WTI Crude Oil Multi-Tenor Index" prepared and as amended, varied, supplemented or replaced from time to time by the applicable Index Administrator;
- (b) in the case of Solactive-linked Euro Micro and Commodity Securities and Solactive-linked Euro Commodity Contracts, the document called "Index Guideline - Solactive Carbon Emission Allowances Rolling Futures Index" prepared and as amended, varied, supplemented or replaced from time to time by the applicable Index Administrator; and
- (c) in the case of Solactive-linked Dollar Micro and Commodity Securities and Solactive-linked Dollar Commodity Contracts, the document called "Index Guideline - Solactive California Carbon Rolling Futures ER Index - Solactive California Carbon Rolling Futures TR Index" prepared and as amended, varied, supplemented or replaced from time to time by the applicable Index Administrator;

Hedge Roll Day means each of the fifth to ninth (inclusive) General Trading Days of each Month, *provided that* if in respect of any one or more Individual Commodity Indices any Hedge Roll Day for Micro Securities of that class is not a Pricing Day for such Individual Commodity Index or is a Market Disruption Day for such Individual Commodity Index, the next following Pricing Day for each such Individual Commodity Index that is not such a Market Disruption Day (each an **Additional Hedge Roll Day**) shall also be a Hedge Roll Day for Micro Securities of that class;

Hedging Disruption Event means an event, circumstance or cause that a Commodity Contract Counterparty reasonably and in good faith determines has had or would reasonably be expected to have a materially adverse effect on that Commodity Contract Counterparty's ability to hedge its positions in connection with the relevant Facility Agreement or Commodity Contracts of the relevant class, including, without limitation, any limitation or prohibition associated with acquiring, establishing, re-establishing, substituting, maintaining, unwinding or disposing of any hedging transaction in connection with the relevant Facility Agreement or such Commodity Contracts, in each case whether due to market illiquidity, position limits in respect of any futures contract, illegality, the adoption of or change in any law or other regulatory instrument, lack of availability of hedging transaction market participants or the occurrence or existence of any other circumstance or event;

Index Administrator mean in relation to Micro Securities of a particular class (or Commodity Securities to the extent they are comprised of Micro Securities of that class) the entity specified as such in relation to such class in Schedule 6 (*Classes of Micro and Commodity Securities*) to the Trust Instrument, and in each case includes their respective Affiliates, successors and assignees;

Index Securities means Classic Index Securities and Longer Dated Index Securities and **Index Security** means any of them;

Individual Commodity Index means an index for an individual commodity (as adjusted through the addition or removal of other Individual Commodity Indices) as calculated and published by the applicable Index Administrator from time to time and in relation to a class of Micro Securities (and the corresponding class of Commodity Contracts) means the Individual Commodity Index specified in relation to such class in the Sixth Schedule (*Classes of Micro and Commodity Securities*) to the Trust Instrument;

Individual Securities means Classic Individual Securities and Longer Dated Individual Securities and **Individual Security** means any of them;

Insolvency Event means, in relation to a person other than the Issuer, such person (1) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (2) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (3) makes a general assignment, arrangement or composition with or for the benefit of its creditors;

(4) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (A) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (B) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof; (5) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (6) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (7) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter; (8) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (1) to (7) (inclusive); or (9) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts;

Investment Company Act means the Investment Company Act of 1940 of the United States;

Issuer means WisdomTree Commodity Securities Limited, a company incorporated and registered in Jersey with registered number 90959;

Issuer Business Day means a day which is both a General Trading Day and a London Business Day;

Issuer Insolvency Event means the Issuer (1) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (2) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (3) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (4) has a declaration made against it declaring the assets of the Issuer *en désastre* pursuant to the Bankruptcy (Désastre) (Jersey) Law 1990, as amended; (5) institutes or has instituted against it any other proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (A) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (B) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof; (6) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (7) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (8) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter; (9) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (1) to (8) (inclusive); or (10) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts; *provided that* no action taken by the Trustee in respect of the Issuer shall constitute an Issuer Insolvency Event save where acts of the Trustee fall within one or more of clauses (1) to (9) and are taken in respect of security taken over Commodity Contracts, a Facility Agreement or a Guarantee;

Issuer's Website means the website having the following internet address: <https://www.wisdomtree.eu/> or such other internet address as may be notified to Security Holders and the Trustee by RIS announcement;

Lead Future means for each Individual Commodity Index and each Trading Day, the particular futures contract which is the "Lead Future" or "Lead Contract" or "Active Contract" (each as defined in the relevant Handbook) for that Individual Commodity Index;

Liability means any loss, damage, cost, charge, claim, demand, expense, judgement, action, proceeding or other liability whatsoever (including, without limitation, in respect of Taxes (as defined in the Trust Instrument)) and including any VAT or similar Tax (as so defined) charged or chargeable

in respect thereof and legal and professional fees and expenses on a full indemnity basis, and Liabilities shall be construed accordingly;

Listing means the admission of the Micro and Commodity Securities to the Official List in accordance with the Listing Rules and admission of the Micro and Commodity Securities to trading on the London Stock Exchange's market for listed securities (or any of such markets if the London Stock Exchange has at any time more than one such market) becoming effective;

Listing Failure means the refusal of the UK Listing Authority to admit to the Official List any Micro or Commodity Securities issued or to be issued under the Programme;

Listing Failure Date means the day which was or would have been the date on which payment would have been made for Commodity Contracts pursuant to the terms of the relevant Facility Agreement corresponding to the Micro or Commodity Securities in respect of which a Listing Failure has occurred;

Listing Rules means the Listing Rules of the UK Listing Authority from time to time, made under section 73A of the FSMA;

London Business Day means a day (other than a Saturday or a Sunday) on which banks are open for the transaction of general business in London;

London Stock Exchange means London Stock Exchange plc or its market for listed securities (or any of such markets if the London Stock Exchange has at any time more than one such market), as the context may require;

Longer Dated Commodity Contract means in relation to Longer Dated Micro Securities of a particular class (or Longer Dated Commodity Securities to the extent they are comprised of Longer Dated Micro Securities of that class), a contract between the Issuer and a Commodity Contract Counterparty created in accordance with a Facility Agreement and giving rise to matching rights and obligations to such Longer Dated Micro Securities;

Longer Dated Commodity Securities means Longer Dated Individual Securities and Longer Dated Index Securities and **Longer Dated Commodity Security** means any of them;

Longer Dated Index Security has the same meaning as "Dollar Longer Dated Index Security";

Longer Dated Individual Security has the same meaning as "Dollar Longer Dated Individual Security";

Longer Dated Micro and Commodity Securities means Longer Dated Micro Securities, Longer Dated Individual Securities and Longer Dated Index Securities and **Longer Dated Micro or Commodity Securities** means any of them;

Longer Dated Micro Security has the same meaning as "Dollar Longer Dated Micro Security";

Market Disruption Day means, in respect of an Individual Commodity Index, a Trading Day on which a Market Disruption Event occurs or is continuing in the Relevant Market on the Relevant Exchange for that Individual Commodity Index;

Market Disruption Event means, in respect of a particular Individual Commodity Index, any of the following events:

- (a) the Relevant Exchange fails to determine, announce or publish the relevant Settlement Price(s); or
- (b) the termination or suspension of, or material limitation or disruption in the trading of, any Lead Future or Next Future used in the calculation of an Individual Commodity Index; or
- (c) the Settlement Price of the Lead Future or Next Future used in the calculation of the Individual Commodity Index reflects the maximum permitted price change (as set from time to time by

the Relevant Exchange for that Lead Future or Next Future) from the previous day's Settlement Price,

in each case as determined by the Calculation Agent for the purposes of one or more Facility Agreements;

Micro and Commodity Securities means Micro Securities, Index Securities and Individual Securities and **Micro or Commodity Securities** means any of them;

Micro Securities means Classic Micro Securities and Longer Dated Micro Securities and **Micro Security** means any of them;

MLI means Merrill Lynch International, a company incorporated and registered in England and Wales with number 2312079 whose registered office is situated at 2 King Edward Street, London EC1A 1HQ, England and includes its successors and assignees;

Month means calendar month;

Multiplier means, with respect to each class of Micro Securities, the number determined in accordance with Condition 6;

New York Business Day means a day (other than a Saturday or a Sunday) on which banks are open for the transaction of general business in New York;

Next Future means, for each Individual Commodity Index and a Trading Day with respect thereto, the particular futures contract which is the "Next Future" or "Next Contract" or "Next Active Contract" (each as defined in the relevant Handbook) for that Individual Commodity Index on that Trading Day;

Notice Deadline means, on a General Trading Day, the earlier of 2.30 p.m. or such other time determined by the Issuer as the Notice Deadline in respect of a particular General Trading Day or generally;

Notifiable Weights means, in relation to a category of Index Securities:

- (a) for a Required Rebalancing, (i) if the Relevant Commodity Index is the Bloomberg Commodity IndexSM, the CIPs as published by Bloomberg to be used in rebalancing of the Bloomberg Commodity IndexSM at the time of the Rebalancing, and (ii) if the Relevant Commodity Index is the Bloomberg Commodity Index 3 Month ForwardSM, the effective percentage weights of the constituent commodities in the Bloomberg Commodity Index 3 Month ForwardSM derived by the Calculation Agent for the purposes of that Required Rebalancing from such CIPs using the Settlement Prices by reference to which the Bloomberg Commodity Index 3 Month ForwardSM is determined on the Rebalancing Calculation Date with respect to that Required Rebalancing; and
- (b) for a Voluntary Rebalancing, the ECIPs for the Relevant Commodity Index at the end of the first General Trading Day following the last Hedge Roll Day of the relevant Month, except where the Commodity Contract Counterparty has given notice under its Facility Agreement in which case the Notifiable Weights shall be the ECIPs for the Relevant Commodity Index at the end of the fourth General Trading Day of the relevant Month (or, if that day is not a Full Pricing Day, the first prior Full Pricing Day),

in each case expressed as a percentage and adjusted by the Commodity Contract Counterparty if necessary to sum to precisely 100 per cent.;

Official List means the official list maintained by the UK Listing Authority for the purpose of Part VI of FSMA;

outstanding means, in relation to each type of Micro or Commodity Securities, all the Micro or Commodity Securities of that type issued and in respect of which there is for the time being an entry in the Register other than:

- (a) Micro or Commodity Securities which have been redeemed and cancelled pursuant to the Trust Instrument; and

- (b) Micro or Commodity Securities which have been purchased and cancelled pursuant to the Trust Instrument,

provided that for the purpose of the right to attend and vote at any meeting of the Security Holders or any of them and certain other purposes of the Trust Instrument, Micro and Commodity Securities (if any) which are for the time being held by, for the benefit of, or on behalf of, (A) the Issuer, (B) a Commodity Contract Counterparty, (C) ETFS Capital Limited (formerly ETF Securities Limited) or a Guarantor, (D) any subsidiary of the Issuer or of a Commodity Contract Counterparty, (E) any individual Controller of the Issuer or Guarantor or (F) any person controlled by any such persons listed in (A) to (E) above shall (unless and until ceasing to be so held) be deemed not to remain outstanding and accordingly the holders of such Micro and Commodity Securities shall be deemed not to be Security Holders;

Pool means a separate fund or pool to which Micro Securities of a particular class (and Commodity Securities to the extent that they are comprised of that class of Micro Securities) are attributable;

Pool Factor means at any time in respect of any Pool and the Micro Securities and Individual Securities/and Index Securities to the extent that they comprise Micro Securities of that class) attributable to that Pool fee number determined as at that time in accordance with Conditions 5.4 and 20.3;

Price means:

- (a) for a Micro Security or a class of Micro Securities, the price in the Relevant Currency determined in accordance with Condition 5; and
- (b) for a Commodity Security or type of Commodity Securities, the sum of the Prices of each and every Micro Security comprised in that Commodity Security or that type of Commodity Securities,

and **Pricing** (other than when used in the terms Pricing Date and Pricing Day) shall be construed accordingly;

Pricing Date means:

- (a) in the case of an Agreed Redemption Form, the day upon which that form is deemed to have been received by the Issuer; or
- (b) in the case of a Settlement Redemption Form in relation to an Individual Security or a Micro Security, the Pricing Day upon which the Redemption Amount is determined; or
- (c) in the case of a Settlement Redemption Form in relation to an Index Security, the Pricing Date determined in accordance with Condition 8.11;

Pricing Day means, for each class of Micro Securities, a Trading Day for the Individual Commodity Index applicable to that class of Micro Securities that is not a Market Disruption Day for that Individual Commodity Index (other than a Market Disruption Day for which a substitute value for that Individual Commodity Index is determined by the Calculation Agent in accordance with the provisions of the Facility Agreements);

Pricing Notice means a Redemption Form or a Withdrawal Notice;

Principal Amount means in respect of each Micro or Commodity Security the amount specified in clause 2 of the Trust Instrument, as may be adjusted in respect of Index Securities in accordance with the Trust Instrument;

Programme means the programme for the issuance of Commodity Securities;

Prohibited Benefit Plan Investor means any “employee benefit plan” within the meaning of section 3(3) of the United States Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”), subject to Part 4. Subtitle B of Title I of ERISA, any “plan” to which section 4975 of the United States Internal Revenue Code of 1986, (the “**Code**”) applies (collectively, “**Plans**”), any entity whose underlying assets include “plan assets” of any of the foregoing Plans within the meaning of 29 C.F.R.

Section 2510.3-101 or section 3(42) of ERISA, as they may be modified, by reason of a Plan's investment in such entity, any governmental or church plan that is subject to any U.S. Federal, state or local law that is similar to the prohibited transaction provisions of ERISA or Section 4975 of the Code, or any person who holds Commodity Securities on behalf of, for the benefit of or with any assets of any such Plan or entity;

Prohibited US Person means a US Person who is not a Qualified Purchaser, or any person who holds Commodity Securities for the benefit of a US Person who is not a Qualified Purchaser;

properly authenticated dematerialised instruction shall bear the meaning given to it in the Regulations;

Property to be Assigned means with respect to each Authorised Participant Agreement and each Commodity Contract Counterparty:

- (a) all of the right, title, interest and benefit of the Issuer, existing now or in the future, in, to, under or in respect of the Authorised Participant Agreement as it applies as a separate agreement in relation to that Commodity Contract Counterparty in accordance with its terms; and
- (b) all other rights, moneys and property whatsoever which may from time to time at any time be derived from or accrue with respect to the Authorised Participant Agreement as it so applies including:
 - (i) all of the Issuer's rights to receive payment of any amounts which may become payable to it pursuant to the Authorised Participant Agreement or with respect to such Authorised Participant Agreement as it so applies;
 - (ii) all amounts due, payable and properly received by the Issuer pursuant to the Authorised Participant Agreement;
 - (iii) all the Issuer's rights to serve notices and/or make demands pursuant to such Authorised Participant Agreement as it so applies and/or to take such steps as are required to cause payments to become due and payable thereunder or with respect to such Authorised Participant Agreement as it so applies;
 - (iv) all of the Issuer's rights of action in respect of any breach of such Authorised Participant Agreement as it so applies; and
 - (v) all of the Issuer's rights to receive damages or obtain other relief in respect of such Authorised Participant Agreement as it so applies;

Qualified Purchaser means a "qualified purchaser" as defined under the Investment Company Act;

Rebalancing means an adjustment to the number (and if applicable classes) of Micro Securities comprised in an Index Security and the Principal Amount of an Index Security, in accordance with Condition 14;

Rebalancing Calculation Date means, for a Required Rebalancing and for an Extended Voluntary Rebalancing, the fourth General Trading Day of the Month in which the Rebalancing is to be effected (or, if that day is not a Full Pricing Day, the first prior Full Pricing Day); and for any other Voluntary Rebalancing, the first General Trading Day following the last Hedge Roll Day of the relevant Month;

Redemption means the redemption of Micro and Commodity Securities by the Issuer in accordance with these Conditions (and **Redeem** shall be construed accordingly);

Redemption Account means a bank account to receive payments of the Redemption Amount in respect of the Redemption of Commodity Contracts (and matching Commodity Securities or Micro Securities), which account shall be:

- (a) for an Authorised Participant, a bank account notified in writing by the Authorised Participant to the Issuer, each Commodity Contract Counterparty and the Trustee from time to time;

- (b) for a Compulsory Redemption or where there are no Authorised Participants, a bank account of the Issuer secured for the benefit of the Security Holders or of the Trustee for the benefit of such Security Holders; and
- (c) otherwise, the bank account specified in the Redemption Form;

Redemption Amount means the amount payable by the Issuer to the Security Holder upon the Redemption of Micro and Commodity Securities, as may be reduced for any withholdings or deductions for or on account of tax as set out in Condition 10.5;

Redemption Fee means the fee payable by a Security Holder upon Redemption of Micro and Commodity Securities in accordance with Condition 11;

Redemption Form or **Redemption Notice** means an Agreed Redemption Form or a Settlement Redemption Form in the form prescribed from time to time by the Issuer and in accordance with these Conditions, as the case may be;

Redemption Limits means the limits on Redemption set out in Condition 8.7;

Redemption Payment Date means:

- (a) in the case of a Redemption pursuant to a Settlement Redemption Form, the second London Business Day following the Pricing Date of that Redemption; *provided that* if either that day or the preceding London Business Day is not also a New York Business Day then the Redemption Payment Date shall be on the Business Day next following the day that would have been the Redemption Payment Date but for this proviso; or
- (b) in the case of a Redemption pursuant to an Agreed Redemption Form, the London Business Day specified for such payment in that form; *provided that* the date so specified shall be not earlier than one London Business Day following the day upon which that form was deemed to have been received by the Issuer; or
- (c) in the case of a Redemption in accordance with a Listing Failure, the second London Business Day following the relevant Listing Failure Date; *provided that* if either that day or the preceding London Business Day is not also a New York Business Day then the Redemption Payment Date shall be on the Business Day next following the day that would have been the Redemption Payment Date but for this proviso, or such other Business Day as may be agreed by the relevant Commodity Contract Counterparty and the Authorised Participant who submitted the relevant Redemption Form; or
- (d) in the case of a Redemption following the nomination of a Compulsory Redemption Date, the London Business Day which is the second London Business Day following the last Pricing Date on which the Price of Micro and Commodity Securities being Redeemed was determined in accordance with these Conditions; *provided that* if either that day or the preceding London Business Day is not also a New York Business Day then the Redemption Payment Date shall be on the Business Day next following the day that would have been the Redemption Payment Date but for this proviso;

Registers means the registers of Security Holders of each type kept and maintained by the Registrar and "**Register**" shall be construed accordingly;

Registrar means Computershare Investor Services (Jersey) Limited or such other person as may be appointed by the Issuer from time to time to maintain the Registers;

Regulations means the Companies (Uncertificated Securities) (Jersey) Order 1999 including any modifications thereto or any regulations in substitution therefor made and for the time being in force which, *inter alia*, enable title to Micro and Commodity Securities to be evidenced otherwise than by a certificate and transferred otherwise than by a written instrument;

Relevant Commodity Index means, in the case of Bloomberg-linked Classic Commodity Contracts and Bloomberg-linked Classic Micro and Commodity Securities, the Bloomberg Commodity IndexSM and, in the case of Bloomberg-linked Longer Dated Commodity Contracts and Bloomberg-linked Longer Dated Micro and Commodity Securities, the Bloomberg Commodity Index 3 Month ForwardSM;

Relevant Currency means in relation to any Commodity Security or Commodity Contract, the currency in which that Commodity Security or Commodity Contract is denominated being:

- (a) in the case of a Dollar Micro or Commodity Security or a Dollar Commodity Contract, US Dollars; and
- (b) in the case of a Euro Micro or Commodity Security or a Euro Commodity Contract, Euro;

Relevant Exchange means, for each Individual Commodity Index, the futures exchange on which is traded the futures contract by reference to the prices of which that Individual Commodity Index is calculated;

Relevant Market means, in respect of an Individual Commodity Index, the market conducted on the Relevant Exchange for the futures contracts by reference to which the Individual Commodity Index is calculated;

Required Rebalancing means, with respect to an Index Security, a Rebalancing necessitated by and carried out in conjunction with a rebalancing of the Relevant Commodity Index;

Required Security Document means, with respect to an Authorised Participant Agreement and a Commodity Contract Counterparty, each security that the relevant Commodity Contract Counterparty requires the Issuer to execute over the Property to be Assigned in favour of the relevant Commodity Contract Counterparty as security for the Secured Obligations (which may include, but shall not be limited to, a Security Assignment), having regard to the jurisdiction of incorporation of the Authorised Participant (or proposed Authorised Participant) or of the branch through which such person is acting for the purposes of such Authorised Participant Agreement (as the case may be);

RIS means a Regulatory Information Service (as defined for the purposes of the Listing Rules) from time to time chosen by the Issuer;

Secured Obligations means:

- (a) all present and future obligations (which, for the avoidance of doubt, are all limited recourse obligations) of the Issuer to the relevant Commodity Contract Counterparty on account of Creation Amounts and interest thereon; and
- (b) all losses, damages, legal and other costs, charges and expenses sustained, suffered or incurred by the relevant Commodity Contract Counterparty arising out of or in connection with any act, matter or thing done or omitted to be done by the Issuer under the Facility Agreement or the Security Assignment or any other Required Security Documents;

Secured Property means (in respect of Micro Securities of any class and of Commodity Securities to the extent that the amount payable on Redemption of such Commodity Securities is calculated by reference to Micro Securities of the corresponding class) all rights of the Issuer under the corresponding Facility Agreement(s), Commodity Contracts, any Security Agreement and any Guarantee, in each case to the extent that they apply to payments due in respect of Micro and Commodity Securities of that type, or any part thereof, and which are subject to the security created in favour of the Trustee pursuant to the applicable Security Deed;

Securities Act means the Securities Act of 1933 of the United States;

Security Agreement means in relation to any Facility Agreement in respect of which the Commodity Contract Counterparty enters into a security agreement supplemental to, or supporting the obligations of the Commodity Contract Counterparty pursuant to, (inter alia) that Facility Agreement, such security agreement and includes such an agreement (the **MLI Security Agreement**) between the Issuer and MLI and such an agreement (the **CGML Security Agreement**) between the Issuer and CGML;

Security Agreement Event means, in respect of a Commodity Contract Counterparty that is a party with the Issuer to a Security Agreement, the occurrence of any event by which the security under such Security Agreement becomes enforceable;

Security Assignment means, in respect of each Authorised Participant Agreement and each Commodity Contract Counterparty, the Security Assignment (if any) pertaining to that Authorised

Participant Agreement as it applies in relation to that Commodity Contract Counterparty entered into between the Issuer and the relevant Commodity Contract Counterparty and securing the Secured Obligations of the Issuer to that Commodity Contract Counterparty;

Security Conditions means, with respect to a proposed Authorised Participant and a Commodity Contract Counterparty, to the extent required pursuant to the Facility Agreement to which that Commodity Contract Counterparty is a party, that (a) each Required Security Document with respect to the relevant Authorised Participant Agreement and Commodity Contract Counterparty has been duly executed by the Issuer, (b) notice (duly executed by the Issuer) of each such Required Security Document has been duly given by the Issuer to such proposed Authorised Participant and (c) such proposed Authorised Participant has executed an acknowledgement of such notice in favour of the relevant Commodity Contract Counterparty;

Security Deed means in respect of each Pool and the corresponding class of Commodity Contracts, the security deed entered into between the Issuer and the Trustee pertaining to that Pool;

Security Holder means a registered holder of Micro or Commodity Securities;

Settlement Failure means, in respect of a Redemption where the Security Holder has delivered the Micro and Commodity Securities to the Issuer (via the CREST system or another method agreed with the Issuer), a failure by the Issuer to pay or to procure the payment of the whole of a Redemption Amount into the relevant Redemption Account on a Redemption Payment Date;

Settlement Failure Date means, in relation to a Settlement Failure, the date on which such Settlement Failure occurred;

Settlement Foreign Exchange Rate in respect of a class of Euro Micro or Commodity Securities and any day, means the WM/Refinitiv Rate for that day, *provided that* if for any reason such WM/Refinitiv Rate is not available, the Settlement Foreign Exchange Rate for that class and that day shall be the rate determined by the Calculation Agent for the purposes of the Facility Agreements;

Settlement Price means, in relation to any Pricing Day and a futures contract traded on a Relevant Exchange, the official settlement price of the Relevant Exchange for such day in relation to such futures contract as determined in accordance with the regulations of the Relevant Exchange;

Settlement Pricing has the meaning given in Condition 8.1(a);

Settlement Redemption Form or **Settlement Redemption Notice** means a notice in the form prescribed from time to time by the Issuer for requesting Redemption of Micro and Commodity Securities using Settlement Pricing;

Short and Leveraged Commodity Securities means the securities of the Issuer known as Short and Leveraged Commodity Securities constituted by the Short and Leveraged Trust Instrument as more fully described in the prospectus of the Issuer dated on or about the Applicable Date;

Short and Leveraged Facility Agreements means the agreements entitled "Facility Agreement relating to Short and Leveraged Commodity Contracts" between the Issuer and different persons defined for the purposes of the Short and Leveraged Trust Instrument as Commodity Contract Counterparties providing for the creation and termination of Commodity Contracts (as defined for the purposes of the Short and Leveraged Trust Instrument) including such an agreement (the **MLI Short and Leveraged Facility Agreement**) between the Issuer and MLI and such an agreement (the **CGML Short and Leveraged Facility Agreement**) between the Issuer and CGML;

Short and Leveraged Trust Instrument means the trust instrument between the Issuer and the Trustee dated 8 February 2008;

SOFRR means, in respect of any date of determination, the Secured Overnight Financing Rate administered by the Federal Reserve Bank of New York (or any successor administrator) and appearing on Bloomberg page SOFRRATE or any substituted publication and/or page therefor in respect of that day or the immediately preceding day for which it had a value, or, if not available, ascertained from any other source as the Issuer and a Commodity Contract Counterparty may agree for the purposes of its Facility Agreement;

Solactive-linked in relation to Micro Securities or any class or classes of Micro Securities means Micro Securities or Micro Securities of such class or classes of which the relevant Individual Commodity Index is an index of which the Index Administrator is Solactive AG and in relation to Commodity Securities or any type or types of Commodity Securities means Commodity Securities or Commodity Securities of such type or types comprised of Solactive-linked Micro Securities;

Strategy means each of the two groups of Bloomberg-linked Micro and Commodity Securities constituted by these Conditions, being Bloomberg-linked Classic Micro and Commodity Securities and Bloomberg-linked Longer Dated Micro and Commodity Securities and **Strategies** will be construed accordingly;

Target Number means the targeted number of Micro Securities in each category of Index Security following a Rebalancing, calculated as set out in Condition 10;

TARGET Settlement Day means a day on which TARGET (the Trans-European Automated Real-time Gross Settlement Express Transfer payment system) is open;

tax means any VAT, tax, income tax, capital gains tax, corporation tax, goods and services tax, withholding tax, stamp, financial institutions, registration and other duties, bank accounts debits tax, import/export tax or tariff and any other taxes, levies, imposts, deductions, interest, penalties and charges imposed or levied by a government or government agency;

Trading Day means, for each Individual Commodity Index, a day on which the Relevant Exchange for that Individual Commodity Index is open for trading during its regular trading session, notwithstanding such Relevant Exchange closing prior to its scheduled closing time;

Trustee means The Law Debenture Trust Corporation p.l.c. of Fifth Floor, 100 Wood Street, London EC2V 7EX, England and any replacement trustee under the Trust Instrument;

Trustee Consent Documents means each Facility Agreement (but excluding the schedules to that Facility Agreement, save schedules 1, 11 and 12), Commodity Contracts created thereunder, any Guarantee and any Security Agreement (but excluding the definitions of "Eligible Collateral", "Issuer Concentration Limit", "Jurisdiction Limit", "Valuation Percentage" and "Value" therein and excluding the Collateral Schedule as defined therein);

Trust Instrument means the trust instrument dated 21 September 2006 between the Issuer and the Trustee, constituting Micro and Commodity Securities;

type means, in relation to Micro Securities and Individual Securities, a class thereof and, in relation to Index Securities, the category thereof;

UBS Securities means UBS Securities LLC, a Delaware limited liability company whose principal place of business is at 677 Washington Boulevard, Stamford, Connecticut 06901;

UK or **United Kingdom** means the United Kingdom of Great Britain and Northern Ireland;

UK Listing Authority means the FCA in its capacity as the competent authority for the purposes of Part VI of the FSMA;

Unacceptable Authorised Participant means, in respect of a Commodity Contract Counterparty, an Authorised Participant in respect of which the relevant Commodity Contract Counterparty has given and not withdrawn notice under that Commodity Contract Counterparty's Facility Agreement that the Authorised Participant is to be treated as an Unacceptable Authorised Participant in respect of that Commodity Contract Counterparty;

Uncertificated Form means recorded on a Register as being held in uncertificated form, title to which, by virtue of the Regulations, may be transferred by means of CREST;

Uncertificated Notice of Meeting means a properly authenticated dematerialised instruction, and/or other instruction or notification, which is sent by means of CREST;

US Dollars or **US\$** means the lawful currency of the USA;

US Person means a “US person” as defined in Regulation S under the Securities Act;

US or **United States** means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

Value means, in relation to a Micro Security and a day, the Price of a Commodity Contract of the same class as that Micro Security on that same day;

VAT means value added tax;

Voluntary Rebalancing means a Rebalancing other than a Required Rebalancing;

Weights means the proportionate target weightings of each commodity represented in an Index Security used in carrying out a Rebalancing, established as set out in Condition 14.7 and expressed as a percentage; and

WM/Refinitiv Rate in relation to any day, means the WM/Refinitiv 4.00 p.m. Spot Rate for Euro and that day produced by Refinitiv Benchmark Services Limited (or any successor as benchmark administrator), or any substitute for such rate agreed with each Commodity Contract Counterparty for the purposes of the Facility Agreements, expressed as a number of US Dollars per Euro, *provided that* if Refinitiv Benchmark Services Limited (or any such successor) produces an amended or corrected WM/Refinitiv 4.00 p.m. Spot Rate for Euro and that day by no later than 9.00 p.m. on that day, the WM/Refinitiv Rate for Euro and that day shall be such amended or corrected rate.

1.2 The following rules shall apply to the interpretation of these Conditions unless the context otherwise requires:

- (a) Headings to Conditions, paragraphs, and other provisions of these Conditions are inserted for ease of reference only and shall not affect the interpretation of these Conditions.
- (b) Any reference to a person or persons includes reference to any individual, corporation, partnership, joint venture, association, public body, governmental authority or other entity.
- (c) Words in the singular shall also include the plural and vice versa.
- (d) Any reference to these Conditions or to any agreement or document includes a reference to these Conditions, or, as the case may be, such agreement or document, as amended, varied, novated, supplemented or replaced from time to time.
- (e) Unless otherwise indicated, any reference in these Conditions to a time is a reference to local time in London, England.
- (f) All references in these Conditions to any statute or any provision of any statute shall be deemed also to refer to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under any such modification or re-enactment, and in relation to any provision of European Union law, includes such provision as incorporated or reincorporated into English law and any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under any such modification or re-enactment.

2. STATUS OF MICRO AND COMMODITY SECURITIES

- 2.1 Micro and Commodity Securities constitute undated limited recourse secured debt obligations of the Issuer secured as set out in Condition 3. The Micro and Commodity Securities of each type rank *pari passu* among themselves.
- 2.2 Each Individual Security and each Index Security constitutes a separate security from the Micro Securities by reference to which the amount payable on Redemption of that Individual Security or Index Security is calculated and for which they may be surrendered in accordance with the provisions of the Trust Instrument.
- 2.3 The amount payable upon Redemption of an Individual Security of a particular class is equal to the aggregate amount which would be payable on the Redemption of one million Micro Securities of that same class, except that, in relation to the WisdomTree WTI Crude Oil Individual Securities, the amount

payable upon Redemption of a WisdomTree WTI Crude Oil Individual Security shall be equal to the aggregate amount which would be payable on the Redemption of 1,447,357 WTI Crude Oil A Classic Micro Securities. Each Individual Security may be surrendered in accordance with the provisions of the Trust Instrument in exchange for such Micro Securities.

- 2.4 The amount payable upon Redemption of an Index Security is equal to the aggregate amounts which would be payable on the Redemption of a defined number of Micro Securities of various classes as set out in the table in the Trust Instrument (subject to Rebalancing). Each Index Security may be surrendered in accordance with the provisions of the Trust Instrument in exchange for such Micro Securities (subject to Rebalancing).

- 2.5 A Security Holder holding:

- (a) Commodity Securities in Certificated Form may surrender the certificates for cancellation and receive certificates in respect of the Micro Securities comprised in such Commodity Securities; or
- (b) Micro Securities in Certificated Form of the appropriate classes and in at least the appropriate numbers of each class may surrender the certificates for cancellation and receive certificates for such number of Commodity Securities of any class or classes requested by him as are comprised of the Micro Securities represented by such surrendered certificates as he requested to be combined in the form of such Commodity Securities and one or more Certificates in respect of the balance of the Micro Securities not so combined in the form of Commodity Securities,

in each case in accordance with the provisions of the Trust Instrument.

- 2.6 The Issuer shall at all times publish on the Issuer's Website:

- (a) the classes of Micro Securities and corresponding Individual Securities which are in issue or available to be issued; and
- (b) the categories of Index Securities which are in issue or available to be issued, and the number and classes of Micro Securities which at that time are comprised in each category of Index Securities.

3. SECURITY AND LIMITED RECOURSE

- 3.1 The obligations of the Issuer in respect of each class of Micro Securities (and any type of Commodity Securities to the extent that the amount payable on Redemption of such Commodity Securities is calculated by reference to Micro Securities of that class) are secured pursuant to the Security Deed applicable to that class by a first ranking floating charge in favour of the Trustee for the Security Holders over, and by an assignment by way of security of, all the Issuer's rights in relation to the Secured Property of that class.

- 3.2 The Trustee and the Security Holders of any class of Micro Securities (and any type of Commodity Securities if and to the extent that the amount payable on Redemption of such Commodity Securities is calculated by reference to Micro Securities of that class) shall have recourse only to sums derived from the Secured Property relating to the relevant Pool. If, the Trustee (or any other secured party) having realised the same, the net proceeds are insufficient for the Issuer to make all payments which, but for the effect of this Condition, would then be due, the obligations of the Issuer will be limited to such net proceeds of realisation, neither the Trustee nor any person acting on its behalf shall be entitled to take any further steps against the Issuer to recover any further sums and no debt shall be owed by the Issuer to any such person in respect of any such further sum. In particular, neither the Trustee nor any Security Holder shall be entitled to institute, nor join with any other person in bringing, instituting or joining, any bankruptcy, suspension of payments, moratorium of any indebtedness, winding-up, reorganisation, arrangement, insolvency or liquidation proceeding or other proceeding under any similar law (whether court based or otherwise) in relation to the Issuer (except for the appointment of a receiver and manager pursuant to the relevant Security Deed) for two years (or, if later, the longest suspense period, preference period or similar period (howsoever described) ending with the onset of insolvency in respect of which transactions entered into by the Issuer within such period may be subject to challenge under applicable insolvency or other proceeding) plus one day after the date on which all amounts payable under the last outstanding security of any class issued by the Issuer and constituted by the Trust Instrument are repaid, nor shall they have any claim in respect

of any sum arising in respect of the Secured Property for any other Pool or any other assets of the Issuer including, but not limited to, any sums derived from or in connection with any Short and Leveraged Commodity Securities.

4. FORM AND TRANSFER

- 4.1 Micro and Commodity Securities are in registered form and are individually transferable.
- 4.2 Micro and Commodity Securities may be held and transferred in Uncertificated Form by means of CREST in accordance with the Regulations. The Trustee may, without the consent of Security Holders, concur with the Issuer in making modifications to the provisions of the Trust Instrument in order to reflect changes in the Regulations or in the applicable law and practice relating to the holding or transfer of Micro and Commodity Securities in Uncertificated Form. A Security Holder may request that his Micro or Commodity Securities be held in Certificated Form, in which case such Micro or Commodity Securities shall be removed from CREST.
- 4.3 The Issuer shall at all times keep at its registered office, or at such other place in Jersey as the Trustee may agree, registers showing the date of issue and all subsequent transfers and changes of ownership of all outstanding Micro Securities, Index Securities and Individual Securities and the names and addresses of the Security Holders and the persons deriving title under them. The Trustee and the Security Holders or any of them and any person authorised by any such person shall be at liberty at all reasonable times during office hours to inspect the Registers and to take (free of charge) copies of, or extracts from, the same or any part thereof. In the event of the Trustee requiring to convene a meeting of or to give any notice to, the Security Holders the Issuer shall furnish the Trustee (free of charge) with such copies of, or extracts from, the Registers as it shall require. The Registers may be closed by the Issuer for such periods and at such times (not exceeding in the whole 30 days in any one year) as it may think fit.
- 4.4 The Issuer, the Trustee and, to the extent relevant, each Security Holder, by accepting a Micro or Commodity Security, agrees to treat the Micro and Commodity Securities as equity interests in the Issuer for all U.S. federal tax purposes.

5. PRICE OF MICRO SECURITIES

- 5.1 The Price for a Micro Security of a particular class for a Pricing Day is the amount (which may not be negative) expressed in the Relevant Currency and determined for that class by the following formula (calculated to thirteen places of decimals with 0.00000000000005 rounded upwards):

$$P_{(i,t)} = I_{(i,t)} \times M_{(i,t)} \times PF_{(i,t)} / 10,000,000;$$

where:

- i refers to the relevant class of Micro Securities;
- t refers to the applicable Pricing Day;
- $P_{(i,t)}$ is the Price of Micro Securities of class i and for day t ;
- $I_{(i,t)}$ is the closing settlement price level of the Individual Commodity Index applicable to Micro Securities of class i for day t ;
- $M_{(i,t)}$ is the Multiplier for class i and for day t ; and
- $PF_{(i,t)}$ is the Pool Factor applicable to the relevant class of Micro Security on day t .

- 5.2 The Price for a Micro Security on any day other than a Pricing Day is the same as the Price for that class of Micro Security on the most recent Pricing Day for that class (but using the Multiplier determined for that day rather than the Multiplier for the most recent Pricing Day).
- 5.3 The Price of a Commodity Security is the sum of the Prices of each and every Micro Security comprised in that Commodity Security.
- 5.4 The Pool Factor for each Pool and the Micro Securities and Individual Securities (and Index Securities to the extent that they comprise Micro Securities of that class) attributable to that Pool shall be

1.000000 unless and until otherwise determined for that Pool and such Micro Securities and Individual Securities (and Index Securities to such extent) in accordance with Condition 20.3.

6. MULTIPLIER

6.1 The Multiplier:

- (a) for Dollar Classic Micro Securities was 1.0000000 on the day on which the first Dollar Classic Micro or Commodity Securities (of any type) were issued;
- (b) for Longer Dated Micro Securities was 1.0000000 on the day on which the first Longer Dated Micro or Commodity Securities (of any type) were issued;
- (c) for Solactive-linked Euro Micro Securities was 1.0000000 on the day on which the first Solactive-linked Euro Micro or Commodity Security (of any type) was issued; and
- (d) for Solactive-linked Dollar Micro Securities shall be 2.0000000 on the day on which the first Solactive-linked Dollar Micro or Commodity Security (of any type) is issued.

6.2 On every subsequent day, the Multiplier for Micro Securities shall be adjusted in accordance with the following formula (calculated to seven places of decimals with 0.00000005 rounded upwards):

$$M_{(i,t)} = M_{(i,t-1)} \times (1 + CA_{(i,t)});$$

where:

i refers to the relevant class of Micro Securities;

t refers to the applicable day;

$M_{(i,t)}$ is the Multiplier for class i and day t;

$M_{(i,t-1)}$ is the Multiplier for class i the previous day t-1; and

$CA_{(i,t)}$ is the Capital Adjustment applicable for class i on day t, expressed as a decimal.

6.3 The Issuer shall announce and publish on the Issuer's Website the Multiplier applicable from time to time.

6.4 The Multiplier applicable to any class of Micro Securities on any day may differ from that of any other class of Micro Securities on that day.

7. CAPITAL ADJUSTMENT

7.1 The calculation of the Price at which Micro and Commodity Securities may be Redeemed includes the Capital Adjustment for each day on which the Price is calculated. The Capital Adjustment shall be as agreed from time to time between the Commodity Contract Counterparties and the Issuer, and shall be included in the calculation of the Multiplier.

8. REDEMPTION OF MICRO AND COMMODITY SECURITIES BY SECURITY HOLDERS

Redemption Entitlement

8.1 Each Micro Security of a particular class carries the right on Redemption to payment of either:

- (a) the higher of (i) the Principal Amount for that class, and (ii) the Price of that Micro Security on the applicable Pricing Day determined in accordance with Condition 5.1 (*Settlement Pricing*); or
- (b) where applicable, an amount determined by agreement between a Commodity Contract Counterparty and a Security Holder which is an Authorised Participant in accordance with Condition 8.15 (*Agreed Pricing*).

8.2 Subject as otherwise provided in these conditions, each Commodity Security of a particular type carries the right on Redemption to payment of the aggregate amounts payable on Redemption for all Micro Securities of which it is comprised, such amounts determined in accordance with Condition 8.1.

Redemption by Authorised Participants

- 8.3 A Security Holder who is also an Authorised Participant may (subject as provided herein) require the Issuer to Redeem all or part of its holding of Micro and Commodity Securities by lodging with the Issuer a Redemption Form specifying either Settlement Pricing or Agreed Pricing provided that if at any time a Redemption Amount is due to be paid by the Issuer in respect of a Redemption to a particular Authorised Participant, the amount payable by the Issuer may be discharged in whole or in part pursuant to the set-off provisions set out in the Authorised Participant Agreement. A Settlement Redemption Form may in addition be deemed to have been lodged by an Authorised Participant with the Issuer on a Listing Failure Date in the circumstances further described in the applicable Authorised Participant Agreement.

Redemption by Other Security Holders

- 8.4 A Security Holder which is not also an Authorised Participant may only require the Issuer to Redeem all or any part of its holding of Micro and Commodity Securities if either:
- (a) on any General Trading Day, there are no Authorised Participants, and the Security Holder submits on such day a valid Settlement Redemption Form; or
 - (b) the Issuer has announced by an RIS in respect of any General Trading Day, or until further announcement or generally, that Redemptions by Security Holders who are not Authorised Participants will be permitted and the Security Holder submits on a General Trading Day a valid notice in the form prescribed for the purpose by the Issuer requesting Redemption of such Micro or Commodity Securities using Settlement Pricing. Any such announcement may be general or subject to conditions, and any notice requesting any Redemption which is not in accordance with any such conditions shall not be valid.

Redemption Amount

- 8.5 The Redemption Amount with respect to a Redemption shall, subject to Condition 8.5A, be the amount in the Relevant Currency determined as follows:
- (a) if the Redemption is effected using Settlement Pricing, an amount equal to the sum of the amounts determined in accordance with Condition 8.1 or Condition 8.2 in respect of all of the Micro or Commodity Securities thereby Redeemed; or
 - (b) if the Redemption is effected using Agreed Pricing, the amount specified as the Redemption Amount in the Agreed Redemption Form.
- 8.5A The Redemption Amount with respect to a Redemption shall be calculated in the Relevant Currency and may be converted into US Dollars if required as follows:
- (a) in respect of the Redemption of any Dollar Micro or Commodity Securities, the Redemption Amount shall be determined in US Dollars;
 - (b) in respect of the Redemption of any Euro Micro or Commodity Securities if Dollar Payments Applies, the Redemption Amount shall be calculated in US Dollars by converting each of the amounts determined in accordance with Condition 8.1 or Condition 8.2 into US Dollars by multiplying such amounts by the Settlement Foreign Exchange Rate for the Pricing Date for which such amount is calculated prior to summing such US Dollar amounts in accordance with Condition 8.5(a); and
 - (c) in respect of the Redemption of any Euro Micro or Commodity Securities if Euro Payments Applies, the Redemption Amount shall be determined in Euro.
- 8.5B The Issuer may, by giving not less than five Business Days' notice by a RIS, from time to time determine that (i) Euro Payments Applies or (ii) Dollar Payments Applies. Euro Payments Applies or Dollar Payments Applies (as the case may be) once such a notice has been given and such period of notice has expired. Dollar Payments Applies unless and until a notice has been given as aforesaid that Euro Payments Applies and such period of notice has expired. The expressions **Euro Payments Applies** and **Dollar Payments Applies** shall be construed accordingly.

- 8.6 The Issuer shall on the Redemption Payment Date in respect of any Redemption pay (or procure the payment of) the Redemption Amount in respect of that Redemption into the applicable Redemption Account.

Redemption Limits

- 8.7 Micro Securities of a particular class (and any type of Commodity Securities to the extent that the amount payable on Redemption of such Commodity Securities is calculated by reference to Micro Securities of that class) may not be Redeemed on a day pursuant to a Settlement Redemption Form:
- (a) submitted by any Security Holder (including any Authorised Participant), to the extent that the sum of the Prices of all Micro Securities of that class (and any type of Commodity Securities to the extent that the amount payable on Redemption of such Commodity Securities is calculated by reference to Micro Securities of that class) which are Redeemed on that day would exceed the sum of the Commodity Contract Counterparty Redemption Limits for that class of Micro Securities on that day (such limit being the **Redemption Limit** for that class of Micro Securities); or
 - (b) submitted by any Authorised Participant, to the extent that the sum of the Prices of all Micro Securities of that class (and any type of Commodity Securities to the extent that the amount payable on Redemption of such Commodity Securities is calculated by reference to Micro Securities of that class) which are Redeemed on that day pursuant to Settlement Redemption Forms submitted by that Authorised Participant would exceed the sum of the Commodity Contract Counterparty Redemption Limits for that class of Micro Securities on that day in respect only of those Commodity Contract Counterparties for which that Authorised Participant is an Authorised Participant (such limit being the **Authorised Participant Redemption Limit** for that class of Micro Securities and that Authorised Participant).

For the purposes of this Condition, the **Commodity Contract Counterparty Redemption Limit** with respect to a class of Micro Securities and a Commodity Contract Counterparty is the amount denominated in the Relevant Currency agreed between the Issuer and that Commodity Contract Counterparty as the redemption limit in respect of the corresponding class of Commodity Contracts.

- 8.8 For the purposes of the Redemption Limits, Redemption Forms will be dealt with in order of their actual receipt by the Issuer and, for the purpose of this Condition, Condition 8.12 shall be disregarded.

Settlement Pricing

- 8.9 A Settlement Redemption Form shall be invalid:
- (a) if it does not specify a number and type of Micro or Commodity Securities to be Redeemed;
 - (b) *[not used]*;
 - (c) for a Settlement Redemption Form lodged by an Authorised Participant, if it is received by the Issuer at any time other than between 8.00 a.m. and 6.30 p.m. on an Issuer Business Day;
 - (d) if it does not specify the Redemption Account into which the Redemption Amount shall be payable;
 - (e) to the extent that the number of Micro or Commodity Securities of that type or in aggregate to be Redeemed would result in a Redemption Limit being exceeded, and the relevant Commodity Contract Counterparty does (or Commodity Contract Counterparties do) not agree to that Redemption Limit being exceeded (in which event such Settlement Redemption Form will not be capable of being invalidated under this Condition 8.9(e) in respect of the greatest number of Micro or Commodity Securities of the relevant type or types that would not result in the Redemption Limit being exceeded);
 - (f) if the Settlement Redemption Form is submitted by an Authorised Participant, and the number of Micro or Commodity Securities of that type or in aggregate to be Redeemed would result in an Authorised Participant Redemption Limit being exceeded (in which event such Settlement Redemption Form shall not be capable of being invalidated under this Condition 8.9(f) in respect of the greatest number of Micro or Commodity Securities of the relevant type that would not result in the Authorised Participant Redemption Limit being exceeded);

- (g) where notice of a Compulsory Redemption Date has been given, if the Settlement Redemption Form is received or deemed received on or after: (i) where notice has been given under Condition 9.2 or (either following the giving of notice by the Issuer to nominate a compulsory pricing date under a Facility Agreement following a Counterparty Event of Default or the giving of notice by a Commodity Contract Counterparty to nominate a compulsory pricing date under its Facility Agreement as a result of a Guarantor Tax Event (as defined in any applicable Guarantee)) under Condition 9.1(a), the date on which notice of the Compulsory Redemption Date was given; or (ii) in any other case, the Compulsory Redemption Date;
- (h) if it relates to the Redemption of Individual Securities, and it is received or deemed received on or after the Compulsory Redemption Date in respect of that class of Individual Securities, of which notice has been given in accordance with Condition 9.5;
- (i) if it relates to the Redemption of Micro and Commodity Securities that are the subject of a Listing Failure; or
- (j) if it is invalid pursuant to Condition 8.19(c) or Condition 8.20(c),

and, save as provided in Condition 8.9(e), no Micro and Commodity Securities of the relevant type shall be Redeemed in respect of or under that Settlement Redemption Form.

8.10 If the Issuer considers that a purported Settlement Redemption Form is invalid, it shall notify the Security Holder giving that Settlement Redemption Form of that fact as soon as reasonably possible. The Issuer shall not be obliged to Redeem pursuant to a Settlement Redemption Form any Micro or Commodity Securities where the relevant Commodity Contract Counterparty has not confirmed a corresponding Commodity Contract Termination in accordance with the provisions of the relevant Facility Agreement. If the Issuer in its absolute discretion considers it necessary or desirable to do so in relation to any Settlement Redemption Form for the purpose of arranging (in aggregate) corresponding Commodity Contract Terminations in accordance with two or more Facility Agreements or to enable such Settlement Redemption Form to be settled in part in accordance with Condition 13 (*Settlement of Redemption Forms by Transfer*), or both, the Issuer may determine that the Settlement Redemption Form be deemed to comprise two or more deemed Settlement Redemption Forms, such deemed Settlement Redemption Forms relating to, in aggregate, the same numbers and types of Micro and Commodity Securities as those to which the original Settlement Redemption Form related; and these Conditions shall apply to such deemed Settlement Redemption Forms accordingly. If the Issuer determines to exercise its right to deem a Settlement Redemption Form to comprise two or more deemed Settlement Redemption Forms it shall notify the Security Holder giving that Settlement Redemption Form of that fact as soon as reasonably possible.

8.11 If a Settlement Redemption Form is deemed received by the Issuer prior to the Notice Deadline on an Issuer Business Day (**Day 1**):

- (a) if Day 1 is a Pricing Day for all types of Micro and Commodity Securities to be Redeemed pursuant to that Settlement Redemption Form, all those Micro and Commodity Securities will be Priced on Day 1 (and that day shall be the Relevant Pricing Day and the Pricing Date for each such type of Micro and Commodity Securities);
- (b) if Day 1 is not a Pricing Date for any type of Micro or Commodity Security to be Redeemed pursuant to that Settlement Redemption Form:
 - (i) the Security Holder may by written notice to the Issuer, sent before the Notice Deadline on the next succeeding Issuer Business Day, cancel the Settlement Redemption Form; and where such a Withdrawal Notice is given no Micro and Commodity Securities shall be Redeemed in respect of or under that Settlement Redemption Form; and
 - (ii) if no notice is issued under Condition 8.11(b)(i) then the Settlement Redemption Form will be deemed received on the next Issuer Business Day (and no Pricing of Micro and Commodity Securities for that Settlement Redemption Form shall occur before then) and that Issuer Business Day will then constitute Day 1 for the Settlement Redemption Form and this Condition 8.11 shall apply thereto accordingly;

- (c) If Day 1 is a Pricing Day for one or more classes of Micro Security comprised in an Index Security that is to be Redeemed pursuant to that Settlement Redemption Form, the Micro Securities so comprised for which it is a Pricing Day will be Priced on that day (and that day shall be the Relevant Pricing Day for those Micro Securities) and the other classes will be Priced on the next Pricing Day for each such class (and the day on which each such other class is Priced shall be the Relevant Pricing Day for that class) provided that if not all types of Micro Securities comprised in an Index Security that is to be Redeemed have been Priced at the end of the fourth General Trading Day following Day 1 then:
- (i) the Redemption of the Index Security shall be effected in accordance with Condition 10.7;
 - (ii) the Issuer will be deemed to have received from the relevant Security Holder a Settlement Redemption Form in respect of the Micro Securities to be delivered to the Security Holder by the Issuer pursuant to Condition 10.7 (such deemed Settlement Redemption Form a **Micro Securities Settlement Redemption Form**);
 - (iii) the Security Holder may by written notice to the Issuer, sent before the Notice Deadline on the next succeeding Issuer Business Day, cancel the Micro Securities Settlement Redemption Form, and where such notice is given no Micro Securities shall be Redeemed in respect thereof;
 - (iv) if no notice is given under Condition 8.11(c)(ii), the Micro Securities Settlement Redemption Form will be deemed received on the next Issuer Business Day and that Issuer Business Day will then constitute Day 1 for Micro Securities Settlement Redemption Form and this Condition 8 shall apply thereto accordingly; and
- (d) where Condition 8.11(c) applies, the Pricing Date in respect of the deemed Settlement Redemption Notice relating to the Priced Securities will be the last Trading Day on which any class of Micro Security comprised in that Index Security is Priced, *provided that* if the proviso in Condition 8.11(c)(i) applies, the Pricing Date for that Index Security will be the fourth General Trading Day following Day 1 (whether or not any Micro Securities comprised in that Index Security are Priced on that day).
- 8.12 A Settlement Redemption Form which is received by the Issuer on an Issuer Business Day after the Notice Deadline but prior to 6.30 p.m. shall be deemed to be received by the Issuer at 8.00 a.m. on the following Issuer Business Day, unless the Issuer agrees to treat that Settlement Redemption Form as having been received prior to the Notice Deadline in which case it shall be deemed to have been received by the Issuer prior to the Notice Deadline.
- 8.13 Within one Business Day after the last Pricing Date in respect of any Settlement Redemption Form, the Issuer shall notify the relevant Security Holder of the Redemption Amount payable in respect of that Settlement Redemption Form, determined as provided above.
- 8.14 The Issuer may change or vary the procedures for the lodgement of Settlement Pricing Forms and these Conditions shall be modified in respect of Redemptions using Settlement Pricing to the extent of any such change or variation.

Agreed Pricing

- 8.15 A Commodity Contract Counterparty and an Authorised Participant may submit an Agreed Redemption Form to the Issuer (either jointly, or in separate notices). An Agreed Redemption Form is conclusive evidence that the Commodity Contract Counterparty and the Authorised Participant have agreed upon the Redemption by the Issuer of a number and type of Micro or Commodity Securities specified in the notice(s), and the amount which is the Redemption Amount for those Micro or Commodity Securities.
- 8.16 If a Commodity Contract Counterparty and an Authorised Participant purport to send an Agreed Redemption Form by separate notices:
- (a) which are inconsistent with one another in relation to any of the items referred to in Condition 8.18(a), 8.18(b) or 8.18(c); or

- (b) one of which is invalid under Condition 8.18,

those notices shall not constitute a valid Agreed Redemption Form and the Issuer shall reject the notices and advise that Commodity Contract Counterparty and that Authorised Participant accordingly.

- 8.17 Where an Agreed Redemption Form is submitted by separate notices from the Authorised Participant and a Commodity Contract Counterparty, the Issuer shall be deemed to have received the Agreed Redemption Form at the time that it is deemed to receive the second of the two notices.
- 8.18 An Agreed Redemption Form shall be invalid in the circumstances specified in Condition 8.20(c) or if it does not set out:
- (a) the number and type of Micro and Commodity Securities to be Redeemed;
 - (b) the Redemption Amount for that Redemption (stated as a total amount); and
 - (c) the Redemption Payment Date for that Redemption, which shall be not earlier than two London Business Days following the day on which the Agreed Redemption Form is deemed received by the Issuer.

Suspension of Redemptions

- 8.19 If the Price of a class of Micro Security falls below its Principal Amount, the Issuer may at any time and from time to time while the Price in relation to such class is below such Principal Amount determine to suspend the right to Redeem the Micro Securities of that class and all types of Commodity Securities which are comprised, in whole or in part, of Micro Securities of such class, in each case pursuant to Condition 8.1(a) and, subject as provided in this Condition 8.19, may terminate any such suspension. The following provisions shall apply where the Issuer determines to exercise its powers under this Condition:
- (a) the Issuer shall give notice of such suspension and of the termination of any such suspension via an RIS as soon as practicable, but failure to give such notices shall not prevent the exercise of such powers;
 - (b) any such suspension may continue in the discretion of the Issuer for a period of up to 30 days, and may continue thereafter provided that notice of a meeting has been issued convening a meeting for a date not more than 30 days after the date of the notice for the purpose of considering an Extraordinary Resolution which will have the effect of reducing the Principal Amount to a level less than the Price, in which event the suspension will cease when the meeting (or any adjournment thereof) concludes or, if the Extraordinary Resolution is passed and makes alternative provision, in accordance with the Extraordinary Resolution;
 - (c) any suspension shall not affect any Redemption the Pricing Date for which had passed before the suspension commenced, but any Settlement Redemption Form lodged or deemed received on an Issuer Business Day when the right to Redeem Micro or Commodity Securities of that type pursuant to Condition 8.1(a) is suspended pursuant to this Condition shall be invalid; and
 - (d) if the right to Redeem Micro Securities of any class or Commodity Securities of any type or types pursuant to Condition 8.1(a) is suspended pursuant to this Condition as at 6.30 p.m. on the second Issuer Business Day prior to a Compulsory Redemption Date for that class pursuant to Condition 9.6, then notwithstanding that a number of Micro Securities of that class or Commodity Securities of that type or types may have been specified pursuant to that Condition which is not all of those Micro or Commodity Securities, such Compulsory Redemption Date shall be a Compulsory Redemption Date for all of the Micro Securities of that class and Commodity Securities of that type or types.
- 8.20 If the Issuer is considering exercising its power under Condition 20.3 to divide any Pool, or has determined to exercise such power, it may determine to suspend the right to Redeem the Micro Securities of the class attributable to such Pool and all types of Commodity Securities which are comprised, in whole or in part, of Micro Securities of that class under Condition 8.1(a) and Condition 8.1(b) and, subject as provided in this Condition 8.20, may terminate any such suspension.

The following provisions shall apply where the Issuer determines to exercise its powers under this Condition:

- (a) the Issuer shall give notice of such suspension and of the termination of any such suspension via an RIS as soon as practicable, but failure to give such notices shall not prevent the exercise of such powers;
- (b) any such suspension may continue in the discretion of the Issuer for a period of up to 30 days but (without prejudice to Condition 9.4) shall terminate when either the Issuer has determined to divide such Pool and such division has become effective or the Issuer has announced via an RIS that it has determined not to divide such Pool; and
- (c) any suspension shall not affect any Redemption the Pricing Date for which had passed before the suspension commenced, but any Settlement Redemption Form or Agreed Redemption Form lodged or deemed received on an Issuer Business Day when the right to Redeem Micro or Commodity Securities of that type is suspended pursuant to this Condition shall be invalid.

8.21 If the Calculation Agent for the purposes of one or more Facility Agreements notifies the Issuer pursuant to that Facility Agreement (or any calculation agency agreement entered into by it in connection therewith) that it has determined that as a result of the application in the United Kingdom of *“Regulation (EU) 2016/1011 of the European Parliament and of the Council on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds”* any calculation, determination or provision by the Calculation Agent of a substitute index value in respect of any class of Commodity Contracts would be unduly burdensome, the Issuer may determine to suspend the right to Redeem the Micro Securities of that class and all types of Commodity Securities which are comprised, in whole or in part, of Micro Securities of such class, in each case pursuant to Condition 8.1(a) and, subject as provided in this Condition 8.21, may terminate any such suspension at its discretion. The following provisions shall apply where the Issuer determines to exercise its powers under this Condition:

- (a) the Issuer shall give notice of such suspension and of the termination of any such suspension via an RIS as soon as practicable, but failure to give such notices shall not prevent the exercise of such powers;
- (b) any such suspension may continue in the discretion of the Issuer for a period of up to 90 days; and
- (c) any suspension shall not affect any Redemption the Pricing Date for which had passed before the suspension commenced, but any Settlement Redemption Form lodged or deemed received on an Issuer Business Day when the right to Redeem Micro or Commodity Securities of that type pursuant to Condition 8.1(a) is suspended pursuant to this Condition shall be invalid.

9. COMPULSORY REDEMPTION BY THE ISSUER OR TRUSTEE

Compulsory Redemption on Termination

9.1 The Issuer may at any time (upon not less than seven days' notice in the case of (a) below and not less than thirty days' notice in the case of (b) below) by RIS announcement nominate an Issuer Business Day to be a Compulsory Redemption Date for all Micro and Commodity Securities, or all Micro or Commodity Securities of any one or more type, if:

- (a) notice is given by either party thereto terminating a Facility Agreement or nominating a compulsory pricing date thereunder in respect of all Commodity Contracts created thereunder; or
- (b) the Issuer elects to Redeem all Micro and Commodity Securities, or all Micro or Commodity Securities of any one or more type,

provided that a notice given under paragraph (b) may be withdrawn until the date not later than seven days prior to the date nominated to be the Compulsory Redemption Date so long as there remains in effect at least one Facility Agreement pursuant to which subsequent to that date Commodity Contracts of the same class as such Micro Securities (or of the same class or classes as the Micro Securities of which Commodity Securities of that type or types are comprised) may be created.

- 9.2 If a Counterparty Event of Default or an Issuer Insolvency Event has occurred and is continuing, the Trustee may at any time, at its discretion, and shall if so directed in writing by Security Holders holding not less than 25 per cent. by Price (as at the date of the last signature) of the affected Micro and Commodity Securities (as a whole) then outstanding or by an Extraordinary Resolution of the Security Holders holding affected Micro and Commodity Securities (as a single class), the Trustee having first been indemnified and/or secured to its satisfaction, give notice to the Issuer that all the affected Micro and Commodity Securities outstanding are required to be Redeemed and nominating an Issuer Business Day falling not less than 20 Issuer Business Days (or two Issuer Business Days in the case of an Issuer Insolvency Event) from the giving of such notice to be a Compulsory Redemption Date, and for this purpose “affected Micro and Commodity Securities” means, in the context of an Issuer Insolvency Event, all of them, and, in the context of a Counterparty Event of Default, those Micro and Commodity Securities that are attributable to the Pool or Pools which include rights against that particular Commodity Contract Counterparty.
- 9.3 If a Compulsory Redemption Date is nominated by the Issuer pursuant to Condition 9.1(a) in relation to any Micro or Commodity Securities following notice having been given by the Issuer to terminate a Facility Agreement or to nominate a compulsory pricing date thereunder by reason of a Counterparty Event of Default and, prior to the Compulsory Redemption Date, the Issuer has either:
- (a) determined to divide a Pool to which outstanding Commodity Contracts created under that Facility Agreement are attributable by allocating all such Commodity Contracts to the New Pool in accordance with Condition 20.3; or
 - (b) announced by an RIS its intention to do so or that it is considering doing so,
- the Issuer may determine that the Redemption pursuant to Condition 9.1(a) shall not apply to the Micro or Commodity Securities attributable to that Pool but shall apply (*mutatis mutandis*) to the New Micro Securities, New Individual Securities and New Index Securities attributable to such new Pool and otherwise on the basis of this Condition 9. If in the case of paragraph (b) such division shall not have become effective within 30 days of such announcement, this Condition shall cease to have effect. The Issuer shall give notice of any determination made pursuant to this Condition 9.3 via an RIS as soon as practicable, but failure to give any such notice shall not prevent the exercise of its powers hereunder.
- 9.4 If a Facility Agreement has been terminated, or notice of a compulsory pricing date thereunder by reason of a Counterparty Event of Default has been given, then no further Redemption Forms in respect of Micro or Commodity Securities attributable to a Pool to which outstanding Commodity Contracts created under that Facility Agreement are attributable, given on or after the date of such termination or given or deemed given after the date of such notice shall be effective unless and until whichever occurs earlier of:
- (a) the Issuer has determined to divide such Pool as referred to in Condition 9.3 and such division has become effective; and
 - (b) the Issuer has announced by an RIS that Redemption Forms given after, or on or after, the date specified in such announcement will be effective, the date determined in accordance with such announcement. Any such announcement may be general or subject to conditions and any Redemption Form which would not be effective in the absence of such announcement shall not be effective if it is not in accordance with such conditions.

Compulsory Redemption due to Index Disruption

- 9.5 The Issuer may at any time (upon not less than thirty days’ notice) by RIS announcement nominate an Issuer Business Day to be a Compulsory Redemption Date for all Micro Securities of a particular class (or Commodity Securities which are comprised (in whole or in part) of that class of Micro Securities) if:
- (a) an Individual Commodity Index which relates to that class of Micro Securities is no longer calculated and published in accordance with the Handbook and the Calculation Agent gives notice to the Issuer under a Facility Agreement of its intent to discontinue calculation and notification of that Individual Commodity Index to the Issuer under that Facility Agreement; or
 - (b) non-calculation or non-publication of an Individual Commodity Index which relates to that class of Micro Securities for any reason continues for a continuous period of thirty days, and a

Commodity Contract Counterparty and the Issuer are unable to reach agreement on a permanent replacement mechanism or amendments to the relevant Facility Agreement to give effect to that mechanism.

- 9.5A The Issuer may at any time (upon not less than two Business Days' notice) by RIS announcement nominate an Issuer Business Day to be a Compulsory Redemption Date for all Micro Securities of a particular class (or Commodity Securities which are comprised (in whole or in part) of that class of Micro Securities) if the right to Redeem the Micro Securities of that class and all types of Commodity Securities which are comprised, in whole or in part, of Micro Securities of such class, in each case pursuant to Condition 8.1(a), is suspended pursuant to Condition 8.21 for at least 30 calendar days.

Compulsory Redemption due to Hedging Disruption

- 9.6 The Issuer may at any time (upon not less than thirty days' notice) by RIS announcement nominate an Issuer Business Day to be a Compulsory Redemption Date for a particular class of Micro Securities (or type of Commodity Securities which are comprised (in whole or in part) of that class of Micro Securities), and the number of such Micro Securities (and the number(s) and type(s) of such Commodity Securities), if as a consequence of a Hedging Disruption Event a Commodity Contract Counterparty or any of its Affiliates is required by law or by the order of a regulatory authority having jurisdiction to close hedging positions (if any) which a Commodity Contract Counterparty (acting reasonably) attributes to the hedging of its obligations in connection with the relevant Facility Agreement or Commodity Contracts of the same class. Any such notice may specify a number of Micro or Commodity Securities (which may not be all of those Micro or Commodity Securities) to be redeemed in consequence of such notice and if in relation to any particular type of Micro or Commodity Securities the Issuer does not redeem all the outstanding Micro or Commodity Securities they will be redeemed in accordance with Condition 9.11 *pro rata* to holdings on the relevant Register as at the Compulsory Redemption Date. Any nomination of a Compulsory Redemption Date by the Issuer under this Condition 9.6 in relation to less than all of the Micro Securities of any particular class or Commodity Securities of any particular type or types is subject to Condition 8.19.

Compulsory Redemption on a fall in the Price relative to the Principal Amount

- 9.6A If on any Pricing Day the Price of any class or classes of Micro Security falls to 2.5 times the Principal Amount of such Micro Security or below, the Issuer may at any time, for so long as the Price continues to be less than 2.5 times the Principal Amount of such Micro Security and during the period 60 days thereafter, upon not less than 2 days' notice by RIS announcement nominate an Issuer Business Day to be a Compulsory Redemption Date in respect of that class of Micro Security and all types of Commodity Securities which are comprised, in whole or in part, of Micro Securities of such class and subject to Condition 3.2 investors will receive a sum on such Compulsory Redemption calculated in accordance with Condition 9.11. The right to nominate an Issuer Business Day to be a Compulsory Redemption Date pursuant to this Condition 9.6A shall cease if an Extraordinary Resolution is passed which has the effect of reducing the Principal Amount to a level less than two-fifths of the Price, but this is without prejudice to any subsequent nomination pursuant to this Condition if on any Pricing Day the Price of that class of Micro Security falls to 2.5 times the Principal Amount (as so reduced) of such Micro Security or below.

Compulsory Redemption of WisdomTree WTI Crude Oil Individual Securities when Intra-Day Price falls to zero

- 9.6B If on any day after the WTI Crude Oil Index Substitution Completion Date a Commodity Contract Counterparty notifies the Issuer that Commodity Contracts of the same class as the WTI Crude Oil A Classic Micro Securities have been terminated as referred to in Condition 9.6C and a number of such Micro Securities are deemed pursuant to Condition 9.6C to have been Redeemed for no consideration, then a number of WisdomTree WTI Crude Oil Individual Securities equal to that of which such number of such Micro Securities are comprised will automatically be subject to a Compulsory Redemption on that day and, subject to Condition 3.2, Security Holders in respect of such WisdomTree WTI Crude Oil Individual Securities will receive a sum calculated in accordance with Condition 9.11 as if a Compulsory Redemption Date had been notified in respect of such WisdomTree WTI Crude Oil Individual Securities and on the basis that the Price of such WisdomTree WTI Crude Oil Individual Securities shall be zero. The Issuer will give notice via a RIS as soon as practicable upon being notified as described in the preceding sentence of this Condition 9.6B, but no liability is assumed by the Issuer for any failure to give any such notice and failure to give any such notice shall not prejudice any Compulsory Redemption pursuant to the preceding sentence of this Condition 9.6B which shall have effect as provided therein whether or not, and irrespective of when, notice is given by the Issuer

pursuant to this sentence. Where pursuant to this Condition 9.6B not all outstanding WisdomTree WTI Crude Oil Individual Securities will be redeemed (or deemed redeemed) on such day, they will be redeemed (or deemed redeemed) *pro rata* to holdings on the relevant Register as at that day calculated in such manner as the Issuer in its discretion thinks fit.

Compulsory Redemption of WTI Crude Oil A Classic Micro Securities when Intra-day Price falls to zero

9.6C If the Calculation Agent notifies the Issuer that the Intra-day Price of Commodity Contracts of the same class as the WTI Crude Oil A Classic Micro Securities has fallen to or below zero at any time during any Trading Day and a Commodity Contract Counterparty notifies the Issuer that Commodity Contracts of that class have been terminated then a number of WTI Crude Oil A Classic Micro Securities equivalent to the number of Commodity Contracts of that class that have been terminated will automatically be subject to a Compulsory Redemption on that day (or, in the case of such WTI Crude Oil A Classic Micro Securities comprised in any Commodity Securities in issue, will be deemed to have been Redeemed for no consideration on that day) and, subject to Condition 3.2, Security Holders in respect of such WTI Crude Oil A Classic Micro Securities will receive a sum calculated in accordance with Condition 9.11 as if a Compulsory Redemption Date had been notified in respect of such WTI Crude Oil A Classic Micro Securities and on the basis that the Price of such WTI Crude Oil A Classic Micro Securities shall be zero. The Issuer will give notice via a RIS as soon as practicable upon being notified as described in the preceding sentence of this Condition 9.6C, but no liability is assumed by the Issuer for any failure to give any such notice and failure to give any such notice shall not prejudice any Compulsory Redemption pursuant to the preceding sentence of this Condition 9.6C which shall have effect as provided therein whether or not, and irrespective of when, notice is given by the Issuer pursuant to this sentence. Where pursuant to this Condition 9.6C not all outstanding WTI Crude Oil A Classic Micro Securities will be redeemed (or deemed redeemed) on such day, they will be redeemed (or deemed redeemed) *pro rata* to holdings on the relevant Register as at that day calculated in such manner as the Issuer in its discretion thinks fit.

For the purposes of this Condition 9.6C, **Intra-day Price** means in respect of any WTI Crude Oil A Classic Micro Securities at any time on a Trading Day, the Price, calculated in accordance with Condition 5, using as $I_{(i,t)}$ the most recent value of the relevant Individual Commodity Index published as of such time provided, that (i) if at the time when the Intra-day Price is determined, there is no real time publication of the value of the relevant Individual Commodity Index, the Calculation Agent shall instead use a special value of the relevant Individual Commodity Index calculated using the most recently reported prices for the futures contracts by reference to the Settlement Price for which that Individual Commodity Index is calculated (in whole or in part), (ii) if the Calculation Agent reasonably determines that such published value is incorrect, the Calculation Agent shall instead use a special value of the relevant Individual Commodity Index calculated using the most recently reported prices for the futures contracts by reference to the Settlement Price for which that Individual Commodity Index is calculated (in whole or in part), (iii) if the Calculation Agent determines that as the result of a material trading disruption or anomaly the value of any futures contract used in calculating such published value manifestly does not reflect a fair market value for that futures contract having regard to the principles in the Facility Agreement described in Condition 16.3, the Calculation Agent shall instead determine fair market values for such futures contracts having regard to the principles in the Facility Agreement described in Condition 16.3 and calculate a special value of the relevant Individual Commodity Index calculated using such fair market values and (iv) if the Calculation Agent reasonably determines that a Market Disruption Event has occurred with respect to any applicable futures contract, the Calculation Agent shall instead use a special value of the relevant Individual Commodity Index calculated using the most recently reported prices for the relevant futures contracts, if any, that are not subject to a Market Disruption Event and using a fair market value determined in accordance with the principles set out in the Facility Agreement described in Condition 16.3 for the relevant commodity futures that are subject to a Market Disruption Event.

Compulsory Redemption of Solactive-linked Micro and Commodity Securities when Intra-day Price falls to zero

9.6D If the Calculation Agent notifies the Issuer that the Intra-day Price of Commodity Contracts of the same class as the Solactive-linked Micro Securities of any class has fallen to or below zero at any time during any Trading Day and a Commodity Contract Counterparty notifies the Issuer that Commodity Contracts of that class have been terminated then a number of Solactive-linked Micro Securities of that class equivalent to the number of Commodity Contracts of that class that have been terminated will automatically be subject to a Compulsory Redemption on that day (or, in the case of such Solactive-linked Micro Securities comprised in any Solactive-linked Individual Securities in issue, will be deemed to have been Redeemed for no consideration on that day) and, subject to Condition 3.2,

Security Holders in respect of such Solactive-linked Micro Securities and Solactive-linked Individual Securities will receive a sum calculated in accordance with Condition 9.11 as if a Compulsory Redemption Date had been notified in respect of such Solactive-linked Micro Securities and Solactive-linked Individual Securities and on the basis that the Price of such Solactive-linked Micro Securities shall be zero. The Issuer will give notice via a RIS as soon as practicable upon being notified as described in the preceding sentence of this Condition 9.6D, but no liability is assumed by the Issuer for any failure to give any such notice and failure to give any such notice shall not prejudice any Compulsory Redemption pursuant to the preceding sentence of this Condition 9.6D which shall have effect as provided therein whether or not, and irrespective of when, notice is given by the Issuer pursuant to this sentence. Where pursuant to this Condition 9.6D not all outstanding Solactive-linked Micro Securities or Solactive-linked Individual Securities of any class will be redeemed (or deemed redeemed) on such day, they will be redeemed (or deemed redeemed) *pro rata* to holdings on the relevant Register as at that day calculated in such manner as the Issuer in its discretion thinks fit.

For the purposes of this Condition 9.6D, **Intra-day Price** means in respect of any Solactive-linked Micro Securities of any class at any time on a Trading Day, the Price, calculated in accordance with Condition 5, using as $I_{(i,t)}$ the most recent value of the relevant Individual Commodity Index published as of such time provided, that (i) if at the time when the Intra-day Price is determined, there is no real time publication of the value of the relevant Individual Commodity Index, the Calculation Agent shall instead use a special value of the relevant Individual Commodity Index calculated using the most recently reported prices for the futures contracts by reference to the Settlement Price for which that Individual Commodity Index is calculated (in whole or in part), (ii) if the Calculation Agent reasonably determines that such published value is incorrect, the Calculation Agent shall instead use a special value of the relevant Individual Commodity Index calculated using the most recently reported prices for the futures contracts by reference to the Settlement Price for which that Individual Commodity Index is calculated (in whole or in part), (iii) if the Calculation Agent determines that as the result of a material trading disruption or anomaly the value of any futures contract used in calculating such published value manifestly does not reflect a fair market value for that futures contract having regard to the principles in the Facility Agreement described in Condition 16.3, the Calculation Agent shall instead determine fair market values for such futures contracts having regard to the principles in the Facility Agreement described in Condition 16.3 and calculate a special value of the relevant Individual Commodity Index calculated using such fair market values and (iv) if the Calculation Agent reasonably determines that a Market Disruption Event has occurred with respect to any applicable futures contract, the Calculation Agent shall instead use a special value of the relevant Individual Commodity Index calculated using the most recently reported prices for the relevant futures contracts, if any, that are not subject to a Market Disruption Event and using a fair market value determined in accordance with the principles set out in the Facility Agreement described in Condition 16.3 for the relevant commodity futures that are subject to a Market Disruption Event.

Compulsory Redemption for cause

- 9.7 The Issuer may, in its absolute discretion, at any time by written notice to a Security Holder nominate an Issuer Business Day (being not less than seven Trading Days and not more than fourteen Trading Days following the date of the notice) to be a Compulsory Redemption Date in respect of Micro and Commodity Securities held by that Security Holder, if:
- (a) the Issuer required the Security Holder in accordance with Condition 15 to certify whether or not it is a Prohibited Benefit Plan Investor and (i) the Security Holder did not by the date specified in the notice given under Condition 15 provide such a certification to the Issuer in the form and executed in the manner required or (ii) the Security Holder certified that it is a Prohibited Benefit Plan Investor; or
 - (b) the Issuer required the Security Holder in accordance with Condition 15 to certify whether or not it is a Prohibited US Person and the (i) Security Holder did not by the date specified in the notice given under Condition 15 provide such a certification to the Issuer in the form and executed in the manner required or (ii) the Security Holder certified that it is a Prohibited US Person; or
 - (c) the Issuer considers (in its sole discretion) (i) that such Micro and Commodity Securities are or may be owned or held directly or beneficially by any person in breach of any law or requirement of any country or by virtue of which such person is not qualified to own those Micro and Commodity Securities, or (ii) that the ownership or holding or continued ownership or holding of those Micro and Commodity Securities (whether on its own or in conjunction with any other circumstance appearing to the Issuer to be relevant) would, in the reasonable

opinion of the Issuer, cause a pecuniary or tax disadvantage to the Issuer or any other Security Holders which it or they might not otherwise have suffered or incurred,

provided that if the relevant Security Holder in the case of sub-paragraph (a)(i) or (b)(i) so failed to provide such a certification, or in the case of sub-paragraph (a)(ii) or (b)(ii) certified that it is a Prohibited Benefit Plan Investor or a Prohibited US Person, in each case in respect of some only of the Micro and Commodity Securities held by it, a notice given by the Issuer under this Condition shall relate only to those Micro and Commodity Securities (and not any other Micro or Commodity Securities held by that Security Holder).

- 9.8 If a Security Holder which is the subject of a notice under Condition 9.7 provides to the Issuer prior to the Notice Deadline proof required by the Issuer that its Micro and Commodity Securities have been transferred to a person that is not a Prohibited Benefit Plan Investor or a Prohibited US Person, then the Micro and Commodity Securities referred to in that notice shall not be redeemed under these Conditions.
- 9.9 If a Security Holder which is the subject of a notice under Condition 9.7 does not provide to the Issuer prior to the Notice Deadline proof required by the Issuer that its Micro and Commodity Securities have been transferred to a person that is not a Prohibited Benefit Plan Investor or a Prohibited US Person, then the Micro and Commodity Securities referred to in that notice shall not be capable of being transferred by that Security Holder and the Issuer shall not be required to register any purported transfer of those Micro and Commodity Securities.
- 9.10 The Issuer shall not be required to give any reasons for any decision, determination or declaration taken or made in accordance with this Condition 9. The exercise of the powers conferred by this Condition 9 shall not be questioned or invalidated in any case on the grounds that there was insufficient evidence of direct or beneficial ownership or holding of the Micro and Commodity Securities, or any other grounds save that such powers shall have been exercised in good faith.

Compulsory Redemptions

- 9.11 Where a Compulsory Redemption Date is notified in accordance with these Conditions other than pursuant to Condition 9.7, in respect thereof:
- (a) the Issuer shall, no later than 8.00 a.m. on the Compulsory Redemption Date, by RIS announcement publish the Compulsory Daily Pricing Number of Micro and Commodity Securities of each relevant type to be priced on successive Pricing Days for each class commencing on the Compulsory Redemption Date;
 - (b) on the Compulsory Redemption Date and on any required succeeding Pricing Day the applicable Compulsory Number Priced for each type of Micro or Commodity Securities to which the Compulsory Redemption Date relates shall be priced until Micro and Commodity Securities of that type (including, in the case of a Compulsory Redemption Date notified in accordance with Condition 9.6, all those Micro or Commodity Securities that have previously been deducted from the Compulsory Daily Pricing Number for that type pursuant to the proviso contained in the definition of "Compulsory Number Priced" in connection with that Compulsory Pricing Date) in a number equal to the Compulsory Redemption Number for that type have been Priced;
 - (ba) for every Euro Micro and Commodity Security priced in accordance with paragraph (b), the Price shall be converted into US Dollars by multiplying such Price by the Settlement Foreign Exchange Rate for the applicable Pricing Day;
 - (c) on the Redemption Payment Date for such Compulsory Redemption the Issuer shall (subject to the Security Holder depositing the Micro and Commodity Securities in question into an appropriate CREST account or otherwise delivering such Micro and Commodity Securities to the Issuer by agreement with the Issuer) pay into the appropriate Redemption Account(s) the sum of the Prices (in the case of Euro Micro and Commodity Securities as converted into US Dollars) of all Micro and Commodity Securities thereby Priced together with in the case of Dollar Micro and Commodity Securities an amount equivalent to interest thereon calculated at the rate of the Capital Adjustment then prevailing, in each case from the second London Business Day following the Pricing Day on which that Price was determined (*provided that* if either that day or the preceding London Business Day is not also a New York Business Day

then from the Business Day next following the day from which it would have been calculated but for this proviso) until and including the Redemption Payment Date;

- (d) each Redemption Account shall be credited with the relevant Security Holder's *pro-rata* share of the sum of the Prices of all Micro and Commodity Securities thereby Priced (and the Issuer shall be under no obligation to make payment of the amount so Priced until that amount shall have been determined); and
- (e) upon payment in full of that amount all such Micro and Commodity Securities which were so priced shall be cancelled.

9.12 Where a Compulsory Redemption Date is notified to a Security Holder in accordance with Condition 9.7:

- (a) on the Compulsory Redemption Date and on any required succeeding Pricing Day the applicable Compulsory Number Priced of each type of Micro or Commodity Securities shall be priced until Micro and Commodity Securities of that type in a number equal to the Compulsory Redemption Number for that type have been Priced; and
- (aa) for every Euro Micro and Commodity Security priced in accordance with paragraph (a), the Price shall be converted into US Dollars by multiplying such Price by the Settlement Foreign Exchange Rate for the applicable Pricing Day; and
- (b) within three Business Days of the Redemption Payment Date for such Compulsory Redemption the Issuer shall (subject to the Security Holder depositing the Micro and Commodity Securities in question into an appropriate CREST account or otherwise delivering such Micro and Commodity Securities to the Issuer in such manner as may be agreed by the Issuer or otherwise all such Micro or Commodity securities being cancelled to the satisfaction of the Issuer) pay into the appropriate Redemption Account(s) the Redemption Amount.

10. SETTLEMENT OF REDEMPTION AMOUNTS

- 10.1 Where a Redemption Form has been given for the Redemption of Micro or Commodity Securities, the Security Holder which holds those Micro or Commodity Securities which are the subject of that Redemption must deposit the Micro and Commodity Securities in question into an appropriate CREST account and give correct delivery versus payment instructions in accordance with the Redemption Notice if they were in Uncertificated Form, or otherwise deliver the Micro and Commodity Securities to be Redeemed and any certificates representing them to the Issuer in such manner as the Issuer may agree if they are in Certificated Form. Once a valid Redemption Form is given in respect of Micro and Commodity Securities, unless the Redemption Form is validly withdrawn (in accordance with Condition 8.11) the Micro and Commodity Securities in respect of which it was given may not be transferred by the Security Holder (except to the Issuer), and the Issuer may refuse to recognise any subsequent transfer of any of those Micro or Commodity Securities.
- 10.2 Failure by a Security Holder to deposit those Micro and Commodity Securities into an appropriate CREST account and give correct delivery versus payment instructions shall not invalidate the Redemption of those Micro and Commodity Securities. Where settlement of a Redemption of Micro and Commodity Securities is delayed due to the failure of the Security Holder to deposit the Micro and Commodity Securities in question into an appropriate CREST account or give correct delivery versus payment instructions or otherwise deliver such Micro and Commodity Securities and any certificates representing them in a manner agreed by the Issuer, the Security Holder shall not be entitled to any interest on the Redemption Amount after the Redemption Payment Date. If the Security Holder fails to deliver such Micro and Commodity Securities to the Issuer (via the CREST system or another method agreed with the Issuer), the Issuer shall be entitled to pay the Redemption Amount in respect thereof into the Trustee's Redemption Account (to be held on trust for the Security Holder), and to cancel the entry in the Register in respect of those Micro and Commodity Securities.
- 10.3 Where Micro or Commodity Securities are Redeemed in accordance with Condition 9, the Issuer shall be entitled, upon payment of the Redemption Amount (less the Redemption Fee, if applicable) into the applicable Redemption Account to cancel the entry in the Register in respect of those Micro and Commodity Securities being Redeemed.
- 10.4 Save to the extent that the proviso to Condition 8.3 applies, payment of the Redemption Amount (less any applicable Redemption Fee deducted under Condition 11) into the applicable Redemption

Account on the Redemption Payment Date is in full satisfaction of all liability which the Issuer has to Security Holders in respect of the Micro and Commodity Securities which have been Redeemed.

- 10.5 The Issuer may, at any time, notify a Security Holder that a Commodity Contract Counterparty may have to withhold or deduct from a payment for a Commodity Contract Termination that corresponds to any Redemption by that Security Holder an amount for or on account of, any present or future taxes, duties assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any relevant jurisdiction or any political sub-division thereof or any authority thereof having power to tax, as required by law (as modified by the practice of any relevant governmental revenue authority) then in effect and such notice shall specify any form or document to be delivered by beneficial owners of Micro or Commodity Securities that may allow the Commodity Contract Counterparty to make such payment without any such withholding or deduction or with such withholding or deduction at a reduced rate. If such forms or documents are not provided to the Issuer and the relevant Commodity Contract Counterparty by the relevant Security Holder or if it is not the beneficial owner of Micro or Commodity Securities held by such Security Holder and which are to be redeemed, such beneficial owner, then any such payment will be reduced (and the matching obligation of the Issuer to pay any Redemption Amount to that Security Holder will also be reduced) by the amount of the withholding or deduction. If there is more than one Commodity Contract Counterparty the Issuer shall not be under any obligation to select the Commodity Contract Counterparty to whom the Commodity Contract Termination relates with a view to minimising or avoiding any such withholding or deduction or otherwise and shall have no liability to Security Holders in respect of any such selection or otherwise in relation to any such withholding or deduction.
- 10.6 The Redemption of Micro or Commodity Securities by the Issuer pursuant to the occurrence of a Listing Failure, and delivery of Micro or Commodity Securities by an Authorised Participant in connection therewith, shall be effected in accordance with the procedures set out in the applicable Authorised Participant Agreement.
- 10.7 If the proviso in Condition 8.11(c) applies with respect to an Index Security, then on the Redemption Payment Date for that Index Security the Issuer shall Redeem the Index Security:
- (a) to the extent that it is comprised of Micro Securities which have been Priced at the end of the fourth General Trading Day following Day 1 (**Priced Securities**), by payment into the relevant Redemption Account of an amount equal to the Redemption Amount that would have been determined for that Index Security if it had been comprised of the Priced Securities only; and
 - (b) to the extent that it is comprised of Micro Securities still not priced at the end of the fourth General Trading Day following Day 1 (**Delayed Securities**), by delivering to the relevant Security Holder Micro Securities of the same classes and in the same number as such Delayed Securities, and otherwise in accordance with this Condition 10. The Issuer may give such directions to the Security Holder as appear to the Issuer to be necessary to enable the settlement of any payment or delivery to be made by it pursuant to this Condition.

11. REDEMPTION FEE

- 11.1 Subject as provided below, it is a condition to the performance by the Issuer of the obligation to Redeem Micro and Commodity Securities that the Issuer may deduct the Redemption Fee from the Redemption Amount and that if it does not the Security Holder of such Micro and Commodity Securities shall pay to the Issuer the Redemption Fee in respect of such Redemption in accordance with this Condition 11. The Issuer may offset the amount of the Redemption Fee payable hereunder against the Redemption Amount payable to the Security Holder.
- 11.2 On a Redemption of Micro and Commodity Securities at the request of an Authorised Participant, the Redemption Fee shall be the amount agreed in the relevant Authorised Participant Agreement to be payable, or such other amount as may be agreed by the Issuer and that Authorised Participant at the time of the Redemption, regardless of the number of Micro and Commodity Securities being redeemed.
- 11.3 On a Redemption of Micro and Commodity Securities at the request of a Security Holder who is not an Authorised Participant (where there are no Authorised Participants), the Redemption Fee shall be an amount equal to the cost to the Issuer of satisfying such Redemption request, which shall be notified to the Security Holder at the time of the Redemption being not greater than £500 or such other amount as may be notified through a RIS.

- 11.4 On a Compulsory Redemption of Micro and Commodity Securities by the Issuer or at the request of the Trustee, the Redemption Fee shall be an amount equal to the cost to the Issuer incurred in relation to the Redemption, including the costs of enquiries under Condition 15 and the cost of giving notices under Condition 9 being not greater than £500 or such other amount as may be notified through a RIS. The Issuer shall notify Security Holders whose Micro and Commodity Securities are subject to Compulsory Redemption of the amount of those costs, and their allocation to particular Security Holders, at the time of the Redemption.
- 11.5 The Issuer may set off any amount payable to the Issuer in accordance with this Condition 11 by the holder of Micro and Commodity Securities in respect of the Redemption Fee against the Redemption Amount payable by the Issuer to such holder.
- 12. INTEREST ON SETTLEMENT FAILURE**
- 12.1 Following the occurrence of a Settlement Failure, interest shall accrue on any balance of the Redemption Amount not paid or otherwise discharged by or on behalf of the Issuer from the Settlement Failure Date. Such interest shall:
- (a) accrue at the Funding Rate from and including the Settlement Failure Date to but excluding the date falling two Business Days after the Settlement Failure Date, and thereafter at the Default Rate; and
 - (b) cease to accrue on the date on which such balance is paid into the relevant Redemption Account.
- 13. SATISFACTION OF REDEMPTION FORMS BY TRANSFER**
- 13.1 The Issuer may in its absolute discretion elect to satisfy Redemption Forms by transfer of the appropriate number of Micro and Commodity Securities to one or more Authorised Participant(s) from Security Holder(s) seeking Redemption, and for that purpose the Issuer may authorise any person on behalf of the Security Holder to execute one or more instruments of transfer in respect of the relevant number(s) of Micro and Commodity Securities provided that the amount payable to the Security Holder shall still be an amount equal to the relevant Redemption Amount (less the Redemption Fee) and the relevant Redemption Payment Day will be the date of the transfer(s).
- 14. REBALANCING OF INDEX SECURITIES**
- 14.1 The rights of an Index Security shall be adjusted from time to time, so that the numbers and classes of Micro Securities comprised in such Index Securities and the Principal Amount of such Index Securities shall be adjusted as provided in this Condition 14 (a **Rebalancing**).
- 14.2 A Rebalancing will take place whenever the Bloomberg (BCOM) Commodity Indices are rebalanced (a **Required Rebalancing**), and may at the election of the Issuer take place on other occasions if the Issuer considers in good faith a Rebalancing to be desirable to help reduce tracking error with the Bloomberg (BCOM) Commodity Indices or any of their sub-indices (a **Voluntary Rebalancing**).
- 14.3 A Rebalancing shall not create, issue, redeem or cancel any Micro and Commodity Securities and no payment shall be made to a Security Holder in respect of any Rebalancing.
- 14.4 The Issuer covenants under the Trust Instrument that it shall procure that, in conjunction with each Rebalancing of Index Securities, the number of Commodity Contracts of each class in existence (and possibly, in the case of a Required Rebalancing, classes of Commodity Contracts) in existence will be adjusted to correspond with the number and classes of Micro and Commodity Securities in existence immediately following the Rebalancing.
- 14.5 If there is to be a change in the classes of Micro Securities that are comprised in a category of Index Securities following a Required Rebalancing, the Issuer shall notify the holders of those Index Securities of the change not less than fifteen days prior to the Rebalancing Calculation Date. The classes so notified may include new classes of Micro Securities representing new commodities the prices of which are to be included in the calculation of the Bloomberg (BCOM) Commodity Indices following the Rebalancing. In the absence of a notification there shall be no change to the classes of Micro Securities which are comprised in a category of Index Securities.
- 14.6 The Issuer shall notify holders of Index Securities of a Voluntary Rebalancing not less than 10 days prior to the expected Rebalancing Calculation Date of that Rebalancing, at the same time notifying

them of the month in which that Voluntary Rebalancing is to be effected and whether the Voluntary Rebalancing is to be an Extended Voluntary Rebalancing.

14.7 The Weights to be used in a Rebalancing shall be as follows:

- (a) the Weights for the WisdomTree Broad Commodities Index Securities and the WisdomTree Broad Commodities Longer Dated Index Securities shall be the same as the Notifiable Weights of the Relevant Commodity Index notified by the Commodity Contract Counterparty in accordance with the Facility Agreement; and
- (b) the Weights for each other category of Index Securities shall be the Weights determined in accordance with paragraph (a) above (excluding those Weights of commodities which are not represented in that category of Index Security), re-weighted proportionally so that the sum of the Weights of the commodities represented in that Index Security equals exactly 100 per cent.

14.8 The Issuer shall notify the holders, by way of RIS announcement, of each category of Index Securities of the Weights used in the Rebalancing of the Index Securities following their calculation.

14.9 On a Rebalancing Calculation Date, the Target Number of Micro Securities comprised in each Index Security of a particular category following a Rebalancing shall be calculated by applying the following formula to each class of Micro Securities to be comprised in that category of Index Securities:

$$MST_{(i,j)} = VSum_{(j,T)} \times Weight_{(i,j,T)} / P_{(i,T)}$$

where:

T refers to the Rebalancing Calculation Date;

i refers to the relevant class of Micro Securities;

j refers to the relevant category of Index Securities;

$MST_{(i,j)}$ is the Target Number of Micro Securities of class i to be comprised in each Index Security of category j following the Rebalancing;

$VSum_{(j,T)}$ is the sum of the Values of each and every Micro Security comprised in an Index Security of category j on the Rebalancing Calculation Date *provided that* if that day is a Market Disruption Day for any Individual Commodity Index, a substitute value for such index for the relevant day calculated by the Calculation Agent for the purposes of the Facility Agreement shall be used instead;

$Weight_{(i,j,T)}$ is the applicable Weight for Micro Securities of class i in Index Securities of category j, on the Rebalancing Calculation Date, determined in accordance with Condition 14.7, expressed as a decimal (so that 1 per cent. is expressed as 0.01); and

$P_{(i,T)}$ is the Price of Micro Securities of class i, on the Rebalancing Calculation Date *provided that* if that day is a Market Disruption Day for any Individual Commodity Index, a substitute value for such index for the relevant day calculated by the Calculation Agent for the purposes of the Facility Agreement shall be used instead.

14.10 For a Required Rebalancing and an Extended Voluntary Rebalancing, the number of Micro Securities of each class comprised in each Index Security of a particular category will be adjusted as follows:

- (a) Where the number of Micro Securities comprised in a category of Index Securities is being reduced (because the Target Number of Micro Securities of that class for the category of Index Security in question, determined in accordance with Condition 14.9, is less than the number of Micro Securities of that class comprised in each Index Security of that category prior to the Rebalancing), at the commencement of each day (day t) following each of the first "N" (as

defined below) Hedge Roll Days the reduction in number of Micro Securities of each such class, in relation to that category of Index Securities, shall be:

$$\text{MSDR}_{(i,j,t)} = (\text{MSB}_{(i,j)} - \text{MST}_{(i,j)}) / N$$

where:

i	refers to the relevant class of Micro Securities;
t	refers to day t;
j	refers to the relevant category of Index Securities;
$\text{MSDR}_{(i,j,t)}$	is the number of Micro Securities of class i reduced on day t;
$\text{MSB}_{(i,j)}$	is the number of Micro Securities of class i before the Rebalancing;
$\text{MST}_{(i,j)}$	is the Target Number of Micro Securities of class i, determined in accordance with Condition 14.9; and
N	is five, or such other number of days scheduled for the Rebalancing (assuming no Market Disruption Days);

provided however that if the Hedge Roll Day is not a Pricing Day for a class of Individual Commodity Index, “ $\text{MSDR}_{(i,j,t)}$ ” for that class of Micro Security shall be zero on day t and the formula in this Condition shall be applied on the Additional Hedge Roll Day in respect of that class of Micro Security.

- (b) Where the number of Micro Securities comprised in a category of Index Securities is being increased or established (because the Target Number of Micro Securities of that class for the category of Index Security in question, determined in accordance with Condition 14.9, is greater than the number of Micro Securities of that class comprised, or that class was not comprised, in each Index Security of that category prior to the Rebalancing), at the commencement of each day (day t) on which there is a reduction in Micro Securities pursuant to Condition 14.10(a), the increase in number of Micro Securities of each such class, in relation to that category of Index Securities, shall be:

$$\text{MSDI}_{(i,j,t)} = \text{VPTI}_{(i,j,T)} \times \text{VMSDR}_{(j,t)} / P_{(i,t-1)}$$

where:

i	refers to the relevant class of Micro Securities;
t	refers to day t;
j	refers to the relevant category of Index Securities;
$\text{MSDI}_{(i,j,t)}$	is the increase in the number of Micro Securities of class i on day t;
$\text{VPTI}_{(i,j,T)}$	is the Value, on the Rebalancing Calculation Date, of the Micro Securities of class i to be increased during the Rebalancing expressed as a percentage of the Value of all Micro Securities comprised in Index Securities of category j to be increased during the Rebalancing;
$\text{VMSDR}_{(j,t)}$	is the Value, on the Pricing Day immediately prior to day t, of all Micro Securities comprised in Index Securities of category j reduced on day t in accordance with Condition 14.10(a); and
$P_{(i,t-1)}$	is the Price of Micro Securities of class i, on the Pricing Day immediately prior to day t;

provided however if the day prior to day t is not a Pricing Day for a class of Individual Commodity Index, “ $\text{MSDI}_{(i,j,t)}$ ” for that class of Micro Security shall be zero on day t and the

formula in this Condition shall be applied on the Additional Hedge Roll Day in respect of that class of Micro Security.

- (c) Micro Securities required to be removed from an Index Security in accordance with Condition 14.10(a) shall thereupon, without further action by the Security Holder, be converted into the Micro Securities required to be added in accordance with Condition 14.10(b).

14.11 For a Voluntary Rebalancing other than an Extended Voluntary Rebalancing, at the commencement of the day following the Rebalancing Calculation Date each class of Micro Securities comprised in each category of Index Securities in existence will be adjusted in accordance with Condition 14.10 except that N shall be 1 and day t shall be the first General Trading Day following the Rebalancing Calculation Date.

14.12 A Commodity Contract Counterparty and the Issuer may agree refinements to the Rebalancing mechanisms set out above from time to time, without the consent of the Trustee. Subject to the same provisos to Condition 30.2(d), the Rebalancing mechanisms set out above shall be amended in the manner agreed in writing by the Commodity Contract Counterparty and the Issuer and notified to Security Holders in an RIS announcement.

14.13 No money shall be payable by the Issuer to Security Holders, or by Security Holders to the Issuer, in respect of a Rebalancing.

15. ENQUIRIES AS TO STATUS OF SECURITY HOLDERS

15.1 The Issuer may at any time, without any requirement to state a reason, give notice to a Security Holder requiring that Security Holder:

- (a) to certify, no later than the date (the **Investor Notice Expiry Date**) falling fifteen Trading Days following the date on which the Issuer sends or transmits such requirement to that Security Holder whether that Security Holder is a Prohibited US Person or a Prohibited Benefit Plan Investor (and if that Security Holder is a Prohibited Benefit Plan Investor or Prohibited US Person, to notify the Issuer of the number and type of Micro and Commodity Securities in respect of which it is a Prohibited Benefit Plan Investor or Prohibited US Person); and
- (b) if that Security Holder asserts that it is not a Prohibited US Person or not a Prohibited Benefit Plan Investor (or not a Prohibited Benefit Plan Investor or not a Prohibited US Person in respect of all Micro and Commodity Securities held by it), to provide to the Issuer by the Investor Notice Expiry Date a certificate in the form and executed in the manner determined by the Issuer that the Security Holder is not a Prohibited US Person or not a Prohibited Benefit Plan Investor (or not a Prohibited Benefit Plan Investor or not a Prohibited US Person in respect of certain Micro and Commodity Securities held by it, specifying the number and type of Micro and Commodity Securities in respect of which it is, and is not, a Prohibited Benefit Plan Investor or is, and is not, a Prohibited US Person).

15.2 The Issuer may provide to any Commodity Contract Counterparty copies of any enquiries made by it under this Condition 15 and any responses received from the Security Holder.

15.3 The Issuer shall be entitled, save to the extent that it has made enquiry under this Condition 15, to assume that none of the Micro and Commodity Securities are held by Prohibited US Persons or Prohibited Benefit Plan Investors.

16. CALCULATION AGENT

16.1 The Calculation Agent is appointed by the Issuer and each Commodity Contract Counterparty for the purposes of the relevant Facility Agreement (but not for the purposes of these Conditions, the Micro and Commodity Securities or the Trust Instrument):

- (a) to determine whether a Market Disruption Event exists;
- (b) if an Individual Commodity Index is not published for five or more consecutive Trading Days by reason of those Trading Days being Market Disruption Days in respect of that Individual Commodity Index, to calculate and provide to the Issuer a substitute value for that Individual Commodity Index on each subsequent Trading Day for as long as the Market Disruption Event continues;

- (c) if an Individual Commodity Index is not published on a Trading Day for any reason other than that Trading Day being a Market Disruption Day in respect of that Individual Commodity Index, to calculate and provide to the Issuer a substitute value for that Individual Commodity Index for that Trading Day and for each subsequent Trading Day for as long as the non-publication continues;
 - (d) to make the determinations and calculations provided for in Condition 14.9; and
 - (e) to make the determinations and notifications referred to in the definitions of ECIPs and Notifiable Weights.
- 16.2 The Calculation Agent is or will be required under each relevant Facility Agreement (or any calculation agency agreement entered into by it in connection therewith) to act in good faith and in a commercially reasonable manner and in accordance with its obligations set out in that Facility Agreement (or such calculation agency agreement). Subject thereto, in the absence of manifest error the determinations of the Calculation Agent are final and conclusive.
- 16.3 Where for the purposes of each Facility Agreement a substitute value for an Individual Commodity Index is calculated by the Calculation Agent for a Trading Day, that substitute value shall be used in the calculation of the Price of Micro Securities to which that Individual Commodity Index is applicable for that Trading Day, in lieu of the Individual Commodity Index.
- 16.4 If the Issuer provides copies to the Trustee of determinations notified to the Issuer by the Calculation Agent and/or notifies the Trustee (or any other person) of determinations made by the Calculation Agent, but it shall do so on the express basis that:
- (a) such copies and notifications are provided to the Trustee for information purposes only;
 - (b) neither the Trustee nor any holder or potential holder of Micro and Commodity Securities shall be entitled to rely as against the Calculation Agent upon any determination of the Calculation Agent; and
 - (c) no duty shall be owed by the Calculation Agent to the Trustee or any holder or potential holder of Micro and Commodity Securities in connection with any such determination.
- 16.5 Where for the purposes of each Facility Agreement the Calculation Agent calculates a substitute value for an Individual Commodity Index it is or will be required to adopt and follow the following principles in making that calculation:
- (a) the substitute value shall be based on the Calculation Agent's determination of the fair market value at such time of the futures contracts underlying the Individual Commodity Index based on factors the Calculation Agent deems relevant, including, but not limited to, prices in other commodity markets, any available electronic or after hours trading prices, related over-the-counter or other non-exchange based prices, implied prices that may be derived from other exchange traded instruments, and estimated fair values based on fundamental market information; and
 - (b) in determining the substitute value, the Calculation Agent shall have regard to relative movements in prices in other commodity futures markets for the same or similar commodities which were not affected by the Market Disruption Event or other event.

17. ENFORCEMENT

- 17.1 In addition to any of the powers conferred on the Trustee pursuant to the Security Deed with respect to the Secured Property, the Trustee may at any time:
- (a) after the occurrence of a Defaulted Obligation, at its discretion, and shall, if so directed in writing by the Security Holder to whom such Defaulted Obligation is owed, the Trustee having first been indemnified and/or secured to its satisfaction against all Liabilities to which it may thereby render itself liable or which it may incur by so doing, take such proceedings and/or other action as it may think fit against or in relation to the Issuer to enforce any such obligation of the Issuer under the Trust Instrument and the security constituted by the Security Deed(s) in respect of the relevant Micro and Commodity Securities to which such Defaulted Obligation relates; and

- (b) if a Counterparty Event of Default and/or an Issuer Insolvency Event has occurred and is continuing, at its discretion, and shall if so directed in writing by Security Holders holding not less than 25 per cent. by Price (as at the date of the last signature or, if no Price was determined on such date, the most recently determined Price) of the affected Micro and Commodity Securities (as a whole) then outstanding or by an Extraordinary Resolution of the Security Holders holding affected Micro and Commodity Securities (as a single class), the Trustee having first been indemnified and/or secured to its satisfaction against all Liabilities to which it may thereby render itself liable or which it may incur by so doing, take such proceedings and/or other action as it may think fit against or in relation to the Issuer to enforce any obligations of the Issuer under the Trust Instrument and the security constituted by the Security Deed(s) in respect of all affected and outstanding Micro and Commodity Securities and for this purpose (and Condition 17.3) "affected Micro and Commodity Securities" means, in the context of an Issuer Insolvency Event, all of them, and, in the context of a Counterparty Event of Default, those Micro and Commodity Securities that are attributable to the Pool or Pools which include rights against that particular Commodity Contract Counterparty.

- 17.2 If the Trustee considers that the Issuer is in material breach of any of the covenants, undertakings and obligations (other than payment obligations) in the Trust Instrument and has not remedied the same within 30 days of being required to do so by the Trustee, the Trustee may, but shall not be obliged to, give notice to all Security Holders of that fact. Prior to giving any such notice, the Trustee shall provide a copy of the proposed notice to the Issuer and shall include with the notice any statement of not more than 1,000 words prepared by the Issuer and provided to the Trustee for the purpose within 7 days of receipt of the copy of the proposed notice referred to herein. In any such notice the Trustee may designate a Period (the **Breach Redemption Period**) commencing on any General Trading Day until the date one month from such General Trading Day (inclusive) during which each Security Holder will be entitled to redeem all (but not some only) of the Micro and Commodity Securities held by it in the same manner as though there were no Authorised Participants. After the expiry of the Breach Redemption Period, the relevant breach shall be deemed waived without prejudice to the right of the Trustee to take action in the event of any subsequent such breach.
- 17.2A In the event that at any time during the Breach Redemption Period the right to Redeem Micro Securities of any class or Commodity Securities of any type or types pursuant to Condition 8.1(a) is suspended pursuant to Condition 8.19 or the right to Redeem Micro Securities of any class or Commodity Securities of any type or types is suspended pursuant to Condition 8.20, then the right to Redeem Micro Securities of that class and Commodity Securities of that type or types pursuant to Condition 17.2 shall be suspended in like manner and the provisions of Condition 8.19(c) or Condition 8.20(c) (as the case may be) shall apply *mutatis mutandis*. Upon the suspension ceasing under Condition 8.19 or Condition 8.20 (as the case may be), the right to Redeem Micro Securities of that class and Commodity Securities of that type or types pursuant to Condition 17.2 shall resume and the Breach Redemption Period in respect of that class shall continue until the date one month from the date on which the suspension so ceased.
- 17.3 If a Counterparty Event of Default and/or an Issuer Insolvency Event is occurring at the same time as a Defaulted Obligation, a Security Holder holding affected Micro and Commodity Securities to whom a Defaulted Obligation is owed will not be entitled to require the Trustee to take action in accordance with Condition 17.1(a) until the expiry of 30 days from the occurrence of the Counterparty Event of Default and/or Issuer Insolvency Event, nor shall he be so entitled if, during such period of 30 days, the Trustee has elected, or been required, to take action in accordance with Condition 17.1(b).
- 17.4 Subject to Condition 17.6, only the Trustee may enforce the provisions of the Trust Instrument or the Security Deeds. Where the Trustee has elected or been directed to enforce the Issuer's obligations under the Trust Instrument and the security constituted by a Security Deed, the right of Security Holders to lodge a Redemption Form with the Issuer shall cease. Valid Redemption Forms lodged before the date the Trustee announces its intention to enforce the security (the **Election Date**) will be Redeemed in the normal manner. The Price for all Micro and Commodity Securities of a particular type outstanding at the Election Date will be the average Redemption Amount of the remaining Micro or Commodity Securities of that type.
- 17.5 If the Trustee takes any action pursuant to Condition 17.1 with respect to any Micro or Commodity Securities to which a Defaulted Obligation relates, it shall give notice to the Issuer that such Micro and Commodity Securities in respect of which such action is taken are, and they shall become, due and payable at their Redemption Amount, calculated in accordance with Condition 8.1 (**Redemption Entitlement**).

- 17.6 No Security Holder will be entitled to proceed directly against the Issuer unless the Trustee, having become bound so to proceed, fails to do so within a reasonable period and such failure is continuing, in which case any such Security Holder will have only such rights against the Issuer as those which the Trustee is entitled to exercise against or in relation to the Issuer.

18. APPLICATION OF MONEYS

- 18.1 All moneys received by the Trustee pursuant to the realisation of Secured Property in respect of a particular class of Micro Securities (and any type of Commodity Securities to the extent that the amount payable on Redemption of such Commodity Securities is calculated by reference to Micro Securities of that class and for which they may be surrendered in accordance with the provisions of the Trust Instrument) shall be held by the Trustee upon trust, to apply them:

- (a) FIRST in payment or satisfaction of all amounts then due to the Trustee and unpaid (including to its attorneys, managers, agents, delegates or other person appointed by the Trustee) under terms of the Trust Instrument, and to payment of any remuneration and expenses of any receiver and the costs of realisation of the security constituted by the relevant Security Deed;
- (b) SECONDLY in or towards payment or performance *pari passu* and rateably of all amounts then due and unpaid and all obligations due to be performed and unperformed in respect of Micro Securities of that class and any type of Commodity Securities to the extent that they are comprised of Micro Securities of that class; and
- (c) THIRDLY in payment of the balance (if any) to the Issuer (without prejudice to, or liability in respect of, any question as to how such payment to the Issuer shall be dealt with as between the Issuer and any other person).

19. RESTRICTIONS

- 19.1 So long as any Micro and Commodity Securities of a particular type are outstanding, the Issuer covenants in the Trust Instrument, *inter alia*:

- (a) not to incur or permit to subsist in respect of any Pool any indebtedness for borrowed money other than Micro and Commodity Securities or Further Securities, and not to give any guarantee or indemnity in respect of indebtedness of any person, save in each case with the prior written consent of the Trustee;
- (b) other than as permitted under the applicable Security Deed, not to dispose of any of the Secured Property or any interest therein, or to create any mortgage, pledge, charge, lien, or other form of encumbrance or security interest or right of recourse in respect thereof in favour of any person;
- (c) not to undertake any business save for the issue and redemption of Micro and Commodity Securities, the acquisition and disposal of Commodity Contracts, the issue and redemption of Short and Leveraged Commodity Securities (and any other securities constituted by the Short and Leveraged Trust Instrument) and the acquisition and disposal of Commodity Contracts (as defined in the Short and Leveraged Trust Instrument) and in each case entering into the necessary documents and performing its obligations and exercising its rights thereunder;
- (d) to use reasonable endeavours to ensure that at all times after the date three months following Listing there are at least two Authorised Participants and until then there is at least one Authorised Participant;
- (e) not to issue any Micro or Commodity Securities of any type unless it has purchased Commodity Contracts with corresponding terms and in an aggregate matching Redemption Amount;
- (f) not to maintain an office or other fixed place of business, nor to establish any permanent establishment, nor be or become tax resident, in any jurisdiction other than Jersey;
- (g) not to make any election under U.S. federal income tax laws to be treated otherwise than as an association taxable as a corporation for U.S. federal income tax purposes;
- (h) to undertake any business so as to seek to minimise the impact of taxation;

- (i) to procure that the Pools are at all times maintained in a manner so that they are readily distinguishable from each other and from any other pool to which any other class of securities of the Issuer is attributable (including but not limited to any Pool (as defined for the purposes of the Short and Leveraged Trust Instrument)); and
- (j) to exercise its rights in respect of any Collateral in any circumstance where such rights become exercisable and there are amounts due from the relevant Commodity Contract Counterparty and unpaid.

20. FURTHER SECURITIES; OTHER POOLS; TRANSFERS TO NEW POOLS; CONSOLIDATION AND DIVISION

- 20.1 Subject to its ability to create corresponding Commodity Contracts, the Issuer may (without the consent of the Security Holders) create and issue additional classes of undated limited recourse secured debt securities constituted by an instrument or deed supplemental to this Trust Instrument and may establish additional pools for the purposes of such securities and the Trustee shall join in such instrument or deed and thereupon such pool shall be a "Pool" for the purposes of the Trust Instrument and such securities shall be "Micro Securities" for such purposes, and the Issuer may further create and issue Commodity Securities, the amount payable on Redemption of which is calculated by reference to such Micro Securities in accordance with the Trust Instrument (and for which such Commodity Securities when in Certificated Form may be surrendered in accordance with the provisions of the Trust Instrument). Any such additional classes of Micro Securities shall have recourse only to the Pool attributable to the relevant classes and not to any other Pool. Other such securities created and issued by the Issuer under this Condition 20.1 may relate to different commodities than those in respect of which Individual Securities are initially issued, or involve the same commodities but different commodity indices, or be Index Securities involving different combinations of Micro Securities or with different weightings, or involve different pricing mechanisms. Other such securities created by the Issuer under this Condition 20.1 may be created and issued subject to different terms and conditions in lieu of the Trust Instrument (including but not limited to different pricing mechanisms), to be determined by the Issuer. If other securities issued by the Issuer under this Condition 20.1 are subject to different terms and conditions in lieu of the Trust Instrument the Issuer shall publish those new conditions in its RIS announcement or in a prospectus or listing particulars or supplementary prospectus or supplementary listing particulars and on the Issuer's Website.
- 20.2 The Issuer shall not accept Applications for, or issue, Micro Securities of a new class, or Commodity Securities (the amount payable on Redemption of which is calculated by reference to (and when held in Certificated form may be surrendered in exchange for) Micro Securities of a new class) under Condition 20.1 unless it has first (a) created corresponding Commodity Contracts under the terms of a Facility Agreement and (b) executed and delivered to the Trustee a Security Deed assigning by way of security for the benefit of the Trustee and the relevant Security Holders the contractual rights of the Issuer under each commodity contract of the relevant class and creating a first floating charge for the benefit of the Trustee and the relevant Security Holders over the rights of the Issuer under that facility agreement (to the extent that it relates to such class), commodity contracts of that class created under it and any Guarantee supporting the obligations of the relevant Commodity Contract Counterparty to the Issuer to the extent that they apply to payments due in respect of that new class, for the benefit of the Trustee and the relevant Security Holders.
- 20.3 The Issuer may at any time (without the consent of the Security Holders and without giving prior notice) determine to divide any Pool (the **Existing Pool**) by allocating some of the Secured Property attributable to that existing Pool to a new Pool (the **New Pool**). If it determines to do so, the following shall apply:
- (a) the Issuer may only transfer all (and not merely some) of the Commodity Contracts with any one Commodity Contract Counterparty attributable to that Pool;
 - (b) prior to or on the transfer becoming effective, the Issuer shall create undated limited recourse secured micro securities (**New Micro Securities**) and undated limited recourse secured individual securities (**New Individual Securities**) of a new class referable to the same Individual Commodity Index and otherwise on the same terms as the Micro Securities attributable to the Existing Pool (the **Existing Micro Securities**) and the Individual Securities attributable to the Existing Pool (the **Existing Individual Securities**), each having a principal amount determined in accordance with Condition 20.3(d) constituted by an instrument or deed on the same terms (*mutatis mutandis*) as the Trust Instrument (save that there shall be no

obligation to procure Listing of the New Micro Securities or the New Individual Securities) and on terms that such New Micro Securities and New Individual Securities shall have recourse only to the assets attributable to the New Pool, and (subject as provided in paragraph (f)) shall issue such New Micro Securities to the Security Holders of the Existing Micro Securities outstanding immediately prior to the transfer becoming effective on the basis of one New Micro Security for each Existing Micro Security then held and such New Individual Securities to the Security Holders of the Existing Individual Securities outstanding immediately prior to the transfer becoming effective on the basis of one New Individual Security for each Existing Individual Security then held. For this purpose (but subject as provided in paragraph (f)) any Micro Security or Individual Security in respect of which a Defaulted Obligation has occurred and is continuing shall be treated as outstanding;

- (c) prior to or on the transfer becoming effective, the Issuer shall also create new classes of undated limited recourse secured index securities (**New Index Securities**), each on the same terms as the existing categories of Index Securities (**Existing Index Securities**) which comprise Existing Micro Securities, each having a principal amount determined in accordance with Condition 20.3(d) constituted by an instrument or deed on the same terms (*mutatis mutandis*) as the Trust Instrument (save that there shall be no obligation to procure Listing of the New Index Securities of any category) and on terms that such New Index Securities shall have recourse only to the assets attributable to the New Pools to which they are attributable, such New Index Securities being capable when in Certificated Form of surrender in exchange for the New Micro Securities of which they are comprised (being New Micro Securities corresponding to the Existing Micro Securities of which the Existing Index Securities to which that category of New Index Securities corresponds are comprised) and by reference to which the amount payable on Redemption of such New Index Securities is calculated, and (subject as provided in paragraph (f)) shall issue such New Index Securities to the Security Holders of the Existing Index Securities outstanding immediately prior to the transfer becoming effective on the basis of one New Index Security for each Existing Index Security then held. For this purpose (but subject as provided in paragraph (f)) any Index Security in respect of which a Defaulted Obligation has occurred and is continuing shall be treated as outstanding;
- (ca) notwithstanding the terms of paragraphs (b) and (c) above, the Issuer shall not be obliged to create New Individual Securities of a class under paragraph (b) on creation of a New Pool if there are no Existing Individual Securities attributable to the Existing Pool, and the Issuer shall not be obliged to create New Index Securities of any category if there are no Existing Index Securities which comprise Existing Micro Securities;
- (d) the principal amount and Pool Factor of each New Micro Security and each New Individual Security shall (subject as provided in paragraph (f)) be the proportion of the principal amount and Pool Factor respectively, of each Existing Micro Security and each Existing Individual Security (respectively) outstanding immediately prior to the transfer becoming effective that the aggregate Price of the Commodity Contracts to be transferred bears to the aggregate Price of the Commodity Contracts attributable to the Existing Pool, and on the creation and issue of the New Micro Securities and the New Individual Securities becoming effective the principal amount and Pool Factors of each Existing Micro Security and each Existing Individual Security and the principal amount of each Existing Index Security shall be reduced accordingly and the principal amount of each New Index Security determined accordingly;
- (e) the Issuer shall enter into a Security Deed with the Trustee in relation to the assets attributable to the New Pool to secure the New Micro Securities and the New Individual Securities (and the New Index Securities to the extent that they comprise New Micro Securities), which shall be on the same terms (*mutatis mutandis*) as the Security Deed (the **Existing Security Deed**) in relation to the Existing Pool, and the Trustee shall release the property to be transferred from the Existing Security Deed; and
- (f) any valid Redemption Form received or deemed received prior to (and being in respect of Micro or Commodity Securities which have not by then been Redeemed and in respect of which the Redemption Amount has not been paid in accordance with Condition 10):
 - (i) in a case where in respect of the Existing Micro Securities, Existing Individual Securities or Existing Index Securities (as the case may be) (together the **Existing Securities**) notice of a Compulsory Redemption Date has been given under

Condition 9.2 prior to such division becoming effective, the date on which such notice of a Compulsory Redemption Date was given;

- (ii) in a case where in respect of the relevant Existing Securities notice of a Compulsory Redemption Date has been given (either following the giving of notice by the Issuer to nominate a compulsory pricing date under a Facility Agreement following a Counterparty Event of Default or the giving of notice by a Commodity Contract Counterparty to nominate a compulsory pricing date under its Facility Agreement as a result of a Guarantor Tax Event (as defined in any applicable Guarantee)) under Condition 9.1(a) prior to such division becoming effective, the date on which notice of the Compulsory Redemption Date was given;
- (iii) in any other case where in respect of the relevant Existing Securities, notice of a Compulsory Redemption Date has been given prior to such division becoming effective, the Compulsory Redemption Date; and
- (iv) in any other case, the date on which such division becomes effective,

and in each case being valid notwithstanding Condition 8.9(g) and Condition 9.4, shall have effect as if given in respect either of the Existing Securities or of the New Micro Securities, New Individual Securities or New Index Securities (as the case may be) (together the **New Securities**) dependent upon the Commodity Contract Counterparty (the **Relevant Counterparty**) to whom a Cancellation Notice (as defined in the Facility Agreement) (the **Relevant Cancellation Notice**) had been delivered under a Facility Agreement for the purposes of the Redemption intended to be effected pursuant to such Redemption Form as determined in its absolute discretion by the Issuer. Accordingly:

- (i) for the purposes of the calculations to be made in accordance with paragraph (d), Commodity Contracts the subject of all Relevant Cancellation Notices shall be excluded, and the principal amounts and Pool Factors referred to therein shall be calculated as though all such Commodity Contracts had been terminated;
- (ii) for the purposes of the calculations to be made in accordance with paragraph (d), Commodity Contracts that have been created for the purposes of an Application that has not been completed by the issue of Micro or Commodity Securities shall be excluded, and the principal amounts and Pool Factors referred to therein shall be calculated as though all such Commodity Contracts had not been created;
- (iii) each Security Holder from whom such a Redemption Form in respect of Existing Micro Securities was received or deemed received shall not be issued New Micro Securities as provided in paragraph (b) and instead each of the Existing Micro Securities to which such Redemption Form relates shall be divided into Existing Micro Securities or New Micro Securities as are attributable to the Pool to which Commodity Contracts with the Relevant Counterparty are attributable immediately following the transfer becoming effective, each such Existing Micro Security ranking *pari passu* with and having the same principal amount and Pool Factor as the other Existing Micro Securities of that class as reduced in accordance with paragraph (d) and each such New Micro Security ranking *pari passu* with and having the same principal amount and Pool Factor as the other New Micro Securities of that class, and each such Security Holder shall hold upon such division becoming effective such number as nearly as practicable (rounded down to the nearest whole number) of Existing Micro Securities or New Micro Securities (as the case may be) as has the same aggregate principal amount as had the Existing Micro Securities in respect of which the Redemption Form related immediately prior to the division becoming effective;
- (iv) each Security Holder from whom such a Redemption Form in respect of Existing Individual Securities was received or deemed received shall not be issued New Individual Securities as provided in paragraph (b) and instead each of the Existing Individual Securities to which such Redemption Form relates shall be divided into Existing Individual Securities (and as necessary Existing Micro Securities) or New Individual Securities (and as necessary New Micro Securities) as are attributable to the Pool to which Commodity Contracts with the Relevant Counterparty are attributable immediately following the transfer becoming effective, each such Existing

Individual Security ranking *pari passu* with and having the same principal amount and Pool Factor as the other Existing Individual Securities of that class as reduced in accordance with paragraph (d) and each such New Individual Security ranking *pari passu* with and having the same principal amount and Pool Factor as the other New Individual Securities of that class, and each such Security Holder shall hold upon such division becoming effective such number as nearly as practicable (rounded down to the nearest whole number) of Existing Individual Securities or New Individual Securities (as the case may be) as has the same aggregate principal amount as had the Existing Individual Securities in respect of which the Redemption Form related immediately prior to the division becoming effective; and

- (v) each Security Holder from whom such a Redemption Form in respect of Existing Index Securities was received or deemed received shall not be issued New Index Securities as provided in paragraph (c) and instead each of the Existing Index Securities to which such Redemption Form relates shall be divided into Existing Index Securities or New Index Securities as are attributable to the Pools to which Commodity Contracts with the Relevant Counterparty are attributable immediately following the transfer becoming effective, each such Existing Index Security ranking *pari passu* with and having the same principal amount as the other Existing Index Securities of that category as reduced in accordance with paragraph (d) and each such New Index Security ranking *pari passu* with and having the same principal amount as the other New Index Securities of that category, and each such Security Holder shall hold upon such division becoming effective such number as nearly as practicable (rounded down to the nearest whole number) of Existing Index Securities or New Index Securities (as the case may be) as has the same aggregate principal amount as had the Existing Index Securities in respect of which the Redemption Form related immediately prior to the division becoming effective.

20.4 Without prejudice to the foregoing, the Issuer may consolidate or divide all of the Micro or Commodity Securities of any type into Micro or Commodity Securities of the same type but with a proportionately larger or smaller Principal Amount and Multiplier. The Issuer may also consolidate or divide all of the Commodity Securities of any type into Commodity Securities of the same type without adjusting their Multiplier by instead changing the number of Micro Securities of which they are comprised and hence their Principal Amount. Such consolidation or division shall be effected by deed or instrument supplemental to the Trust Instrument.

20.5 Whenever as a result of consolidation of Micro or Commodity Securities a Security Holder would become entitled to a fraction of a Micro or Commodity Security the Issuer will Redeem such fraction of a Micro or Commodity Security.

21. ISSUER'S ABILITY TO PURCHASE MICRO AND COMMODITY SECURITIES

There is no restriction on the ability of the Issuer or any of its Affiliates to purchase or repurchase Micro and Commodity Securities.

22. LISTING

The Issuer covenants in the Trust Instrument to use its best endeavours to obtain and, so long as any of the Micro and Commodity Securities remain outstanding, maintain a Listing for the Micro and Commodity Securities or, if it is unable to do so having used such best endeavours or if the maintenance of such listing is agreed by the Trustee to be unduly onerous, use its best endeavours to obtain and maintain the quotation or listing of the Micro and Commodity Securities on such other stock exchange as it may (with the prior written approval of the Trustee) decide.

23. WAIVER, AUTHORISATION AND DETERMINATION

The Trustee may, without prejudice to its rights in respect of any subsequent breach, but only if and in so far as, in its opinion, the interests of the Security Holders shall not be materially prejudiced thereby, waive or authorise any breach or proposed breach by the Issuer of any of the covenants or provisions contained in these Trust Instruments or the Security Deeds, or determine that any Defaulted Obligation, Issuer Insolvency Event or Counterparty Event of Default shall not be treated as such PROVIDED THAT the Trustee shall not exercise any powers conferred on it by this Condition, (a) with respect to a Defaulted Obligation, in contravention of any express direction given by the Security Holder to whom such Defaulted Obligation is owed or (b) with respect to an Issuer Insolvency Event or any Counterparty Event of Default or any other breach or

proposed breach by the Issuer of any of the covenants or provisions contained in the Trust Instrument, in contravention of any express direction given by Security Holders holding not less than 25 per cent. by Price (as at the date of the last signature) of the Micro and Commodity Securities (as a whole) then outstanding or an Extraordinary Resolution of the Security Holders (as a single class), but so that no such direction shall affect any waiver, authorisation or determination previously given or made. Any such waiver, authorisation or determination may be given or made on such terms and subject to such conditions (if any) as the Trustee may determine, shall be binding on the Security Holders and, if, but only if, the Trustee, shall so require, shall be notified by the Issuer to the Security Holders as soon as practicable thereafter.

24. EXERCISE OF DISCRETIONS

The Trustee may exercise its discretions under the Trust Instrument separately in respect of each type of Micro and Commodity Securities, and any Further Securities in issue from time to time, and shall incur no liability for so doing.

25. PRESCRIPTION

The Trust Instrument does not provide for any prescription periods.

26. REMOVAL, RETIREMENT OR REPLACEMENT OF TRUSTEE

- 26.1 The Trustee may retire at any time without assigning any reason upon giving not less than three months' prior written notice to the Issuer and without being responsible for any Liabilities incurred by reason of such retirement. The Security Holders may by Extraordinary Resolution of the Security Holders (as a single class) appoint or remove any trustee or trustees for the time being of the Trust Instrument.
- 26.2 The Issuer will use its reasonable endeavours to appoint a new Trustee as soon as reasonably practicable after the Trustee gives notice to its retirement or being removed by Extraordinary Resolution. The retirement or removal of any Trustee shall not become effective until a successor trustee is appointed.

27. GOVERNING LAW AND JURISDICTION

The Conditions, the Micro and Commodity Securities and the Trust Instrument are governed by the laws of Jersey. The Security Deeds are governed by the laws of England. Notwithstanding the submission to the jurisdiction of the English courts contained in the Security Deeds, nothing prevents the Trustee from commencing proceedings in any other competent jurisdiction.

28. TRUSTEE'S LIABILITY

Save in the case of fraud, wilful misconduct or negligence, the Trustee (or any director, officer or employee of the Trustee) shall have no liability under the Trust Instrument for a breach of trust and save in such circumstances, no Trustee (and no director, officer or employee of the Trustee) in execution of the trusts and powers under the Trust Instrument, shall be liable for any loss arising by reason of any mistake or omission by him or by reason of any other matter or thing including fraud, gross negligence or default of another director, officer or employee or Trustee.

29. AMENDMENTS TO CONDITIONS

These Conditions may be amended as set out herein or by written agreement between the Issuer and the Trustee. Any amendment to these Conditions will be notified to Security Holders through an RIS announcement, and unless otherwise agreed by the Trustee shall not take effect until at least 30 calendar days following such announcement.

30. AMENDMENTS TO DOCUMENTS

- 30.1 Pursuant to the Trust Instrument, the Issuer covenants that it will not amend, vary, modify or supplement any of the Trustee Consent Documents without the prior written consent of the Trustee save where, in respect of a Facility Agreement, that amendment is at the election of the relevant Commodity Contract Counterparty to amend the terms of the Facility Agreement to substantially conform that Facility Agreement to another Facility Agreement entered into between the Issuer and another Commodity Contract Counterparty.
- 30.2 The Issuer may by supplemental agreement or supplemental instrument or deed, as applicable, amend the Trust Instrument (including the Conditions), any Security Deeds or any of the Trustee

Consent Documents (in respect of Conditions (a), (d), (da), (db), (e), (f), (g), (h) or (i) below without the consent of the Trustee) save where, in respect of and under the terms of a Facility Agreement, that amendment is automatic or at the election of the relevant Commodity Contract Counterparty, and the Trustee agrees in the Trust Instrument to join in a supplemental agreement or supplemental instrument or deed as applicable accordingly, if one or more of the following applies:

- (a) the amendment is to substitute as debtor under a Facility Agreement or a Guarantee another person having an Acceptable Credit Rating;
- (b) in the opinion of the Issuer and the Trustee the amendment is necessary or desirable and is not materially prejudicial to the rights of Security Holders;
- (c) in the opinion of the Trustee, the amendment is of a formal, minor or technical nature or to correct a manifest or proven error;
- (d) the amendment is to effect changes to any Rebalancing mechanism provided that:
 - (i) the Calculation Agent has notified the Issuer in accordance with the terms of a Facility Agreement that it has determined that such adjustments would more accurately reflect the position of a hypothetical investor seeking to track one or more of the indices embedded within the Index Securities, in which event the Issuer shall be entitled to deliver a copy of such notice to the Trustee, or otherwise give notice to the Trustee of the Calculation Agent's determination, but in each case only on the basis set out in Condition 16.4;
 - (ii) the adjustments so agreed have the consequence that at the time of the Rebalancing there is no change to the value of the Index Securities being Rebalanced; and
 - (iii) the adjustments do not take effect until at least 30 calendar days have elapsed after they are announced to Security Holders in an RIS announcement;
- (da) the Issuer certifies in writing to the Trustee (upon which certificate the Trustee may rely without any obligation to investigate or verify the position) that the sole purpose and effect of the amendment and the adjustments referred to below is to substitute a different commodity index for the Individual Commodity Index for WTI Crude Oil A Classic Micro Securities and consequential changes which are necessary to give effect to such substitution and that the following conditions have been or will be satisfied:
 - (i) corresponding adjustments have been agreed with each of the Commodity Contract Counterparties that have Commodity Contracts outstanding that refer to the relevant Individual Commodity Index;
 - (ii) the adjustments so agreed have the consequence that at the time of the substitution of the index there is no change to the aggregate Price of the WTI Crude Oil A Classic Micro Securities; and
 - (iii) the adjustments do not take effect until at least 10 calendar days have elapsed after they are announced to Security Holders in an RIS announcement;
- (db) the Issuer certifies in writing to the Trustee (upon which certificate the Trustee may rely without any obligation to investigate or verify the position) that the sole purpose and effect of the amendment and the adjustments referred to below is to substitute a different commodity index for the Individual Commodity Index for Solactive-linked Micro Securities of any class and consequential changes which are necessary to give effect to such substitution and that the following conditions have been or will be satisfied:
 - (i) corresponding adjustments have been agreed with each of the Commodity Contract Counterparties that have Commodity Contracts outstanding that refer to the relevant Individual Commodity Index;
 - (ii) the adjustments so agreed have the consequence that at the time of the substitution of the index there is no change to the aggregate Price of the Solactive-linked Micro Securities of the relevant class; and

- (iii) the adjustments do not take effect until at least five Business Days have elapsed after they are announced to Security Holders in an RIS announcement;
- (e) the amendment is to substitute a different forward commodity index for the Bloomberg Commodity Index 3 Month ForwardSM and its sub-indices and consequential changes provided that:
 - (i) the adjustments so agreed have the consequence that at the time of the substitution of the index there is no change to the value of the Index Securities which are the subject of the substitution; and
 - (ii) the adjustments do not take effect until at least 30 days have elapsed after they are announced to Security Holders in an RIS announcement;
- (f) the amendment affects only Index Securities of one or more particular category or categories or the method, process or rights associated with Rebalancing, the Issuer or the Trustee determines in its discretion that the amendment would affect the holders of different categories of Index Securities differently, and the terms of the amendment are authorised by separate Extraordinary Resolutions of the holders of each category of Index Security affected passed in accordance with the Trust Instrument or in any case by a separate resolution in writing of holders of such category of Index Security affected holding not less than 75 per cent. by Price (as at the date of the last signature or if no Price was determined on that date, the most recently determined Price) of such category;
- (g) Condition (f) above does not apply to the amendment, the amendment affects only Index Securities or the method, process or rights associated with Rebalancing and the terms of the amendment are authorised by an Extraordinary Resolution of the holders of the Index Securities (as a single class) passed in accordance with the Trust Instrument or by a resolution in writing of the holders of the Index Securities holding not less than 75 per cent. by Price (as at the date of the last signature or if no Price was determined on that date, the most recently determined Price) of the Index Securities (as a whole);
- (h) Conditions (f) and (g) above do not apply to the amendment, the Issuer or the Trustee determines in its discretion that the amendment would affect the holders of different types of Micro and Commodity Securities differently and the terms of the amendment are authorised by separate Extraordinary Resolutions of the holders of each type of Micro or Commodity Security affected passed in accordance with the Trust Instrument or in each case by a separate resolution in writing of holders of such type of Micro or Commodity Security affected holding not less than 75 per cent. by Price (as at the date of the last signature or if no Price was determined on that date, the most recently determined Price) of such type, provided that unless the Issuer or the Trustee determines in its discretion that the amendment would affect the holders of Index Securities and/or Individual Securities differently from the holders of the relevant class(es) of Micro Securities, holders of Index Securities and/or Individual Securities shall for this purpose be treated as though they were holders of the Micro Securities by reference to which the amount payable on Redemption of their Index Securities and/or Individual Securities is calculated and not as though they were holders of the Index Securities and/or Individual Securities;
- (i) Conditions (f) to (h) inclusive above do not apply to the amendment and the terms of the amendment are authorised by an Extraordinary Resolution of the Security Holders (as a single class) passed in accordance with the Trust Instrument or by a resolution in writing of Security Holders holding not less than 75 per cent. by Price (as at the date of the last signature or if no Price was determined on that date, the most recently determined Price) of the Micro and Commodity Securities (as a whole); or
- (j) the terms of the amendment are necessary or desirable in the opinion of the Issuer and the Trustee to comply with any statutory or other requirement of law (including as modified or applied in any respect to the Micro and Commodity Securities) or any Listing Rules or to rectify any inconsistency, technical defect, manifest error or ambiguity in the terms of the Trust Instrument, the relevant Security Deed or the relevant Trustee Consent Document.

30.3 In the case of an amendment to a Facility Agreement, the amendment may not take effect for at least 30 calendar days (or five Issuer Business Days if the amendment is to be made pursuant to an

obligation in the Facility Agreement to negotiate in good faith following notice being given by either party thereto of the occurrence of a Material Adverse Change (as defined therein), following publication of a notice thereof through a RIS and the Issuer shall not agree to any such amendment unless it does not take effect until such period has elapsed.

- 30.4 The Issuer shall notify all Security Holders of a proposed amendment as referred to in Conditions 30.2(a) and (b) by publishing a notice on a RIS at least 30 calendar days prior to such amendment becoming effective.
- 30.5 A change to the Rebalancing mechanism under Condition 30.2(d) shall take effect no earlier than 30 days following the determination and will be notified to Security Holders by publishing a notice on a RIS.
- 30.6 The Issuer shall notify all Security Holders of a proposed amendment as referred to in Conditions 30.2(f) to 30.2(j) (inclusive) by publishing a notice on the RIS as soon as practicable after such amendment is proposed and in any event, upon such amendment becoming effective.
- 30.7 Notwithstanding any provision to the contrary in this Condition 30 or in any other Trustee Consent Document, the power to assent to any modification or amendment to the provision of any Trustee Consent Document which modifies the power to amend such Trustee Consent Document shall require a unanimous resolution in writing of holders of the Micro and Commodity Securities of any type then outstanding.
- 30.8 Conditions 30.2 and 30.3 shall not apply to any amendment to the terms of the Facility Agreement which, under the terms thereof, is automatic or at the election of the relevant Commodity Contract Counterparty in the circumstances described in Condition 30.1.
- 30.9 No notice need be given of any amendment as referred to in Conditions 30.2(b), (c) or (j) or 30.8 unless the Trustee otherwise requires.

31. NOTICES

- 31.1 Except as provided below, all notices required or permitted to be given to Security Holders, the Issuer or the Registrar under the Trust Instrument or pursuant to any other Document must be in writing in English.
- 31.2 All notices required or permitted to be given to a Security Holder under the Trust Instrument or pursuant to any other Trustee Consent Document shall be made by publication through a RIS where required under the terms of such document, but otherwise may be given by publication on the Issuer's Website.
- 31.3 All notices required to be given by the Issuer to Security Holders under the Trust Instrument or otherwise shall be given in writing, except to the extent that the notice relates to a meeting of Security Holders where, in relation to any Micro Securities which are held in Uncertificated Form, the directors may from time to time permit notices of Security Holder meetings to be made by means of an electronic communication in the form of an Uncertificated Notice of Meeting in such form and subject to such terms and conditions as may from time to time be prescribed by the directors (subject always to facilities and requirements of CREST) and may in similar manner permit supplements, or amendments, to any such Uncertificated Notice of Meeting to be made by like means.
- 31.4 Any Pricing Notice shall be sent by fax to the Issuer's primary fax number, as follows:

Fax: +44 1534 825 335

or such other fax number as may be published on the Issuer's Website, and confirmed by email to the following email address:

Email: infoeu@wisdomtree.com.
- 31.5 Any Pricing Notice shall be deemed to have been received upon sending, subject to confirmation of uninterrupted and error-free transmission by a transmission report.

- 31.6 Any General Notice to be given to the Issuer shall be sent to the Issuer's primary fax number set out above or delivered by hand, sent by prepaid recorded delivery or registered post (or registered airmail in the case of an address outside the United Kingdom), to the following address:

Name: WisdomTree Commodity Securities Limited

Address: Ordnance House, 31 Pier Road
St. Helier, Jersey JE4 8PW
Channel Islands

Attention: WisdomTree Team

Fax number: +44 1534 825 335

or such other address as may be published for the Issuer on the Issuer's Website.

- 31.7 Any General Notice shall, in the absence of earlier receipt, be deemed to have been received as follows:
- (a) if delivered by hand, at the time of actual delivery; or
 - (b) if sent by prepaid recorded delivery or registered post (or registered airmail in the case of an address outside the United Kingdom), on the date it is delivered or its delivery is attempted.

32. PAYMENT PROVISIONS

- 32.1 All monies payable by the Issuer in respect of Micro and Commodity Securities shall be paid in US Dollars or, in the case of Euro Micro and Commodity Securities, in Euro or US Dollars as required by these Conditions, in each case in full cleared and immediately available funds.
- 32.2 All monies payable by the Issuer on the Redemption of any Micro and Commodity Securities (including, without limitation, any interest payable under Condition 11.2) shall be paid in full, free and clear of and without any withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any relevant jurisdiction or any political subdivision thereof or any authority thereof having power to tax, unless such deduction or withholding is required by law to which the person making the payment is subject.
- 32.3 Where a day on which a payment would otherwise be due and payable is not a Business Day, such payment shall be due and payable by the payer on the next following Business Day *provided that* where a day on which a payment denominated in Euros would otherwise be due and payable is not a TARGET Settlement Day, such payment shall be due and payable by the payer on the next day which is both a Business Day and a TARGET Settlement Day."

PART 8 PARTICULARS OF SECURITY DEEDS

The Issuer and the Trustee have entered into various Security Deeds, in each case creating a first-ranking floating charge over the Secured Property attributable to the relevant class for the benefit of the Trustee and the Security Holders of the Micro Securities and Individual Securities of that class and of the Index Securities to the extent they are comprised Micro Securities of that class.

The particulars of the Security Deeds as set out below are taken from the Security Deeds and are, therefore, drafted in legal language. Certain terms used below are defined in the Security Deeds. Detail on how the provisions of the Security Deeds impact upon Security Holders is contained throughout this Prospectus including under the headings “Security Structure” in Part 1 (*General*) and “Security” in Part 4 (*Description of Commodity Securities*).

The Security Deeds contain, inter alia, provisions to the following effect:

1. Charge

- (a) *Charge*: The Issuer as continuing security for the payment or discharge of all sums owing by or obligations of the Issuer to the Trustee or the Security Holders from time to time under the applicable type of Micro or Commodity Securities, the Trust Instrument or the relevant Security Deed (the “**Secured Liabilities**”), grants a first ranking floating charge to the Trustee for the benefit of itself and the Security Holders of that type of Micro or Commodity Securities over all the Issuer’s rights, title and interest, present and future, in and to the relevant Secured Property.
- (b) *Assignment by way of Security*: The Issuer as further security for the Secured Liabilities assigns absolutely to the Trustee all of its present and future rights, title and interest in the Facility Agreement, the Security Agreement and the Control Agreement in so far as it pertains to the relevant Pool.

2. Enforcement

- (a) The Security created by the Security Deed shall become enforceable if (a) a Defaulted Obligation has occurred and is continuing, or (b) an Issuer Insolvency Event has occurred and is continuing, or (c) a Counterparty Event of Default has occurred and is continuing, or (d) any event by which the security under the Security Agreement becomes enforceable has occurred and is continuing.
- (b) In addition to any of the powers conferred on the Trustee pursuant to the Trust Instrument with respect to the Secured Property the Trustee may at any time:
 - (i) after the occurrence of a Defaulted Obligation, at its discretion, and shall, if so directed in writing by the Relevant Security Holder to whom such Defaulted Obligation is owed, the Trustee having first been indemnified and/or secured to its satisfaction against all Liabilities to which it may thereby render itself liable or which it may incur by so doing, take such proceedings and/or other action as it may think fit against or in relation to the Issuer to enforce any such obligation of the Issuer under the Trust Instrument and the security constituted by the Security Deed in respect of the Relevant Securities to which such Defaulted Obligation relates;
 - (i) if a Counterparty Event of Default and/or an Issuer Insolvency Event has occurred and is continuing, at its discretion, and shall if so directed in writing by Security Holders holding not less than 25 per cent. by Price (as at the date of the last signature or, if no Price was determined on such date the most recently determined Price) of the affected Micro and Commodity Securities (as a whole) then outstanding or an Extraordinary Resolution of the Security Holders holding affected Micro and Commodity Securities (as a single class), the Trustee having first been indemnified and/or secured to its satisfaction against all Liabilities to which it may thereby render itself liable or which it may incur by so doing, take such proceedings and/or other action as it may think fit against or in relation to the Issuer to enforce any obligations of the Issuer under the Trust Instrument and the security constituted by the Security Deed in respect of all outstanding affected Relevant Securities and for this purpose and paragraph (iii) “affected” Micro and Commodity Securities or “affected” Relevant

Securities means, in the context of an Issuer Insolvency Event, all of them, and in the context of a Counterparty Event of Default or (in paragraph (iii)) a Counterparty Insolvency Event, those Micro and Commodity Securities (or Relevant Securities, if any) that are attributable to the Pool or Pools which include rights against that particular Commodity Contract Counterparty; and

- (ii) where a Counterparty Event of Default and/or an Issuer Insolvency Event is occurring at the same time as a Defaulted Obligation, a holder of Relevant Securities to whom a Defaulted Obligation is owed will not be entitled to require the Trustee to take action as described in paragraph (i) until the expiry of 30 days from the occurrence of the Counterparty Event of Default and/or Issuer Insolvency Event, nor shall he be so entitled if, during such period of 30 days, the Trustee has elected, or been required, to take action as described in paragraph (ii).

3. **Permitted Variations**

The Issuer may amend, vary, modify or supplement (a **"Permitted Variation"**) (i) the schedules to any Facility Agreement other than schedules 1, 11 and 12, (ii) the definitions of "Eligible Collateral", "Issuer Concentration Limit", "Jurisdiction Limit", "Valuation Percentage" and "Value" in any Security Agreement and the Collateral Schedule as defined therein and (iii) any Control Agreement, in each case without the consent of the Trustee.

Immediately upon making a Permitted Variation pursuant to the foregoing, the Issuer shall notify the Trustee thereof and shall, if so required by the Trustee, notify the Security Holders thereof by publishing a notice on a RIS.

4. **Governing Law**

The Security Deeds are governed by the laws of England. Notwithstanding the submission to the jurisdiction of the English courts contained in the Security Deeds, nothing prevents the Trustee from commencing proceedings in any other court of competent jurisdiction.

PART 9

COMMODITIES, COMMODITY AND FUTURES MARKETS, AND EXCHANGES

Commodities Overview

The websites referred to in this “Commodities Overview” section do not form part of the Prospectus.

Aluminium

Aluminium is the third most abundant element in the Earth’s crust, and weighs about one-third as much as steel or copper. It is malleable, ductile, easily machined and cast, and has excellent corrosion resistance and durability. Aluminium is used in transportation (automobiles, airplanes, trucks, railcars, marine vessels), packaging (cans, foil), construction (windows, doors, siding), consumer durables (appliances, cooking utensils), electrical transmission lines, and machinery. The primary raw material used for aluminium production is aluminium ore, most commonly known as bauxite. Bauxite, which occurs mainly in tropical areas, is refined into alumina and then electrolytically reduced into aluminium metal. Two to three metric tons of bauxite is required to produce one metric ton of alumina; two metric tons of alumina are required to produce one metric ton of aluminium metal.

A more detailed description including historical data of the aluminium industry can be found at <http://www.international-aluminium.org>, which is updated from time to time by the International Aluminium Institute.

Brent Crude

Brent crude is one of the varieties of crude oil, as described under the heading “Crude Oil” below, and is sourced in the North Sea. Brent crude production has been in decline since 1999, and in order to avoid pricing distortions regarding quality and quantity of production for the benchmark, energy consultant Platts began to combine Brent Crude with other varieties of crude oil. The Brent crude oil benchmark is currently a blend of Brent Crude, Forties, Ecofisk, and Oseberg (BFOE) varieties of crude oil that are produced in the North Sea.

Cocoa

Cocoa grows on cocoa trees, which are generally found in rainforests and in countries near the Equator. Hot and humid conditions are essential for the development of cocoa trees. There are two kinds of cocoa beans: “fine” or “flavour” beans, and “bulk” or “ordinary” beans. The latter has dominated most of the world’s cocoa production over the past 5 decades. Historically, cocoa is regarded as a stimulant due to its high calorific content. More recently, it has been found that cocoa contains a high level of flavonoid which is beneficial to cardiovascular health. Besides human consumption, cocoa has also been used in the manufacture of pet food since the mid-2000s. Subsequent to cocoa being exported outside South America in the 16th century, it has gained more importance globally as 50 million people depend on cocoa for their livelihood. 70 per cent. of cocoa is produced in West Africa and more than 70 per cent. of the global cocoa supply is provided by small farm owners.

A more detailed description including historical data of the cocoa industry can be found at <http://www.icco.org>, which is updated from time to time by the International Cocoa Organization.

Coffee

The coffee plant produces its first full crop of beans at about 5 years old and then is productive for about 15 years. Coffee is generally classified into two types of beans — arabica and robusta. The most widely produced coffee is arabica, which is typically grown at high altitudes and makes up approximately 70 per cent. of world production. Brazil and Colombia are the largest producers of Arabica coffee. Robusta coffee, the stronger of the two types, is typically grown at lower altitudes in West and Central Africa, South-East Asia and partly Brazil. About 12-20 kg of export ready coffee is produced from every 100 kg of coffee beans harvested. Seasonal factors have a significant influence on coffee prices, which are often subject to upward spikes in June, July and August due to freeze scares in Brazil during the winter months in the Southern Hemisphere.

A more detailed description including historical data of the coffee industry is updated from time to time by the United States Department of Agriculture, <https://www.usda.gov/>, and the International Coffee Organization, <http://www.ico.org>.

Copper

Copper is one of the most widely used industrial metals because it is an excellent conductor of electricity, has strong corrosion-resistance properties, and is very ductile. It is also used to produce the alloys of brass (a copper-zinc alloy) and bronze (a copper-tin alloy), both of which are far harder and stronger than pure copper. Electrical uses of copper including power transmission and generation, and electronic equipment account for about 65 per cent. of total copper usage. Copper is biostatic, meaning that bacteria will not grow on its surface, and is therefore used in air-conditioning systems, food processing surfaces, and doorknobs to prevent the spread of disease. Building construction is the single largest market for copper, followed by industrial applications, power utility, diverse, consumer and general products and automotive.

A more detailed description including historical data of the copper industry can be found at <http://www.icsg.org>, which is updated from time to time by the International Copper Study Group.

Corn

Corn is a hardy plant that grows in many different areas of the world, and is a native grain of the American continents. Corn is used primarily as livestock feed; it is also used in alcohol additives for gasoline, adhesives, corn oil for cooking and margarine, sweeteners, and as a food for humans.

A more detailed description including historical data of the corn industry can be found at <http://www.usda.gov>, which is updated from time to time by the United States Department of Agriculture.

Cotton

Cotton accounts for over 40 per cent. of total world fibre production. It is used in a wide range of products from clothing to home furnishings to medical products. The weight of cotton is typically measured in terms of a "bale", which is deemed to weigh 480 pounds. The value of cotton is determined according to the staple, grade, and character of each bale. Staple refers to short, medium, long, or extra-long fibre length, with medium staple accounting for about 70 per cent. of all U.S. cotton. Grade refers to the colour, brightness, and amount of foreign matter. Character refers to the fibre's diameter, strength, body, maturity (ratio of mature to immature fibres), uniformity, and smoothness.

A more detailed description including historical data of the cotton industry can be found at <http://www.usda.gov>, which is updated from time to time by the United States Department of Agriculture.

Crude Oil

According to the Energy Information Administration (EIA), over the past several decades oil has been the world's foremost source of primary energy consumption. Many varieties of crude oil are produced around the world, each with their own price; the characteristics of each variety depend largely on the particular crude oil's geological history. Because there are so many varieties, crude oils are priced and traded relative to well known benchmarks (called markers). Two of these benchmarks dominate world crude oil futures trading, namely Brent Crude, futures contracts for which are traded in London on the ICE Futures Market, and West Texas Intermediate (WTI) Light Sweet Crude, futures contracts for which are traded on NYMEX. Crude oil prices are influenced by a complex interaction of underlying supply and demand factors, political dynamics and increasingly developed spot, term and futures trading. Therefore these prices tend to be highly volatile. The behaviour of the Organization of the Petroleum Exporting Countries (OPEC) is often the key to price developments in the world crude oil market.

A more detailed description including historical data of the crude oil industry is updated from time to time on the BP Statistical Review of World Energy published on BP website, <http://www.bp.com>, and the International Energy Outlook published by the Energy Information Administration, <http://www.eia.gov>.

EUA Emissions Allowances

A European Union Allowance (EUA) is the official name for Europe's emission allowances, which in 2008 was defined as the official Kyoto allowance for countries in the EU. One EUA entitles the holder to emit one ton of carbon dioxide or carbon-equivalent greenhouse gas. The EU member states issue new EUAs on 28 February in every year to each company subjected to the EU's emission trading scheme. These awards follow the allocation plan approved by the European Commission and are based on the Kyoto protocol's obligations.

EUAs are awarded for one year at a time. By April 30, companies are obliged to surrender (“pay”) the number of EUAs corresponding to their actual emissions in the preceding year. EUAs can also be saved from one year to another if a company releases less carbon dioxide than the EUAs it holds.

Further information about EUA futures can be found on the ICE Futures website (<https://www.theice.com/products/197/EUA-Futures>) and on the EU ETS website (https://ec.europa.eu/clima/policies/ets_en).

California Carbon Allowance

A California Carbon Allowance (CCA) is the official name for California’s Air Resources Board’s emission allowances. Similar to the EU’s Emissions Trading System, California operated a cap-and-trade programme as part of its strategy to reduce green house gas (GHG) emissions, beginning in 2012 (the Programme). One CCA entitles the holder to emit one ton of carbon dioxide or carbon-equivalent greenhouse gas. The Programme applies to emissions that cover approximately 80 percent of the State’s GHG emissions. Emission caps and number of allowances issued decrease each year to reduce emissions. Unlike the EU’s ETS, auctions in CCA are subject to price caps and floors. CCAs are issued with a specific vintage and must be used within a certain period of time (unlike EUAs, which can be saved without expiry).

Further information about CCA can be found on the California’s Air Resources Board’s website: <https://ww2.arb.ca.gov/our-work/programs/compliance-offset-program> and ICE Futures website: <https://www.ice.com/products/72265929/California-Carbon-Allowance-Specific-Vintage-2023-Future>

Gas Oil

Gas Oil has the same chemical composition as the diesel fuel used in cars but is cheaper as it is rebated for use in construction, agriculture and heating among other commercial applications. A red dye is typically added to it to differentiate it with diesel and there are restrictions around its use as an alternative to diesel in private vehicles. Heavy machines such as cranes, bulldozers and generators are the main users of gas oil.

A more detailed description including historical data of the gas oil industry is updated from time to time on the BP Statistical Review of World Energy published on BP website, <http://www.bp.com>, and the International Energy Outlook published by the Energy Information Administration, <http://www.eia.gov>.

Gasoline

Gasoline is primarily used as a fuel for internal-combustion engines. Crude oil is the most economical source of gasoline, and refineries turn more than half of every barrel of crude oil into gasoline. The three basic steps to all refining operations are the separation process (separating crude oil into various chemical components), conversion process (breaking the chemicals down into molecules called hydrocarbons), and treatment process (transforming and combining hydrocarbon molecules and other additives). Octane is a measure of a gasoline’s ability to resist pinging or knocking noise from the engine. Additional refining steps are needed to increase the octane level, which increases the retail price.

A more detailed description including historical data of the gasoline industry is updated from time to time on the BP Statistical Review of World Energy published on BP website, <http://www.bp.com>, and the International Energy Outlook published by the Energy Information Administration <http://www.eia.doe.gov>.

Gold

Three factors set gold apart as an investment from most other commodities: it is indestructible; it is fungible; and the inventory of above-ground stocks is enormous relative to the supply flow. These attributes mean that a sudden surge in gold demand can be met quickly and easily through sales of existing holdings of gold. Additionally, gold’s liquidity and responsiveness to price changes differentiates it from other commodities. Gold trading on the global market consists of transactions in spot, forwards, and options and other derivatives on the over-the-counter (OTC) market, together with exchange-traded futures and options. The OTC market trades on a 24-hour per day continuous basis and accounts for most global gold trading.

A more detailed description including historical data of the gold industry can be found at <http://www.gold.org>, which is updated from time to time by the World Gold Council.

Heating Oil

Heating oil is a heavy fuel oil that accounts for approximately 25 per cent. of the yield from a barrel of crude oil, the second largest cut after gasoline. Heating oil prices are highly correlated with crude oil prices, which make up 42 per cent. of the total cost of heating oil, although heating oil prices are also subject to swift supply and demand shifts due to weather changes or refinery shutdowns. However, the primary use for heating oil is residential space heating.

A more detailed description including historical data of the heating oil industry is updated from time to time on the BP Statistical Review of World Energy published on BP website, <http://www.bp.com>, and the International Energy Outlook published by the Energy Information Administration <http://www.eia.doe.gov>.

Kansas Wheat

Kansas wheat refers to the hard red winter variety whose futures are traded on the Kansas City Board of Trade. Hard red winter wheat is primarily used for bread making and accounts for about 40 per cent. Of US wheat production. Winter Wheat is planted in the winter. Hard Red Winter Wheat is grown predominantly in Kansas, Nebraska, Oklahoma, and the Texas panhandle. The cold, sub zero winters and the general lack of precipitation make these regions of the country ideal for hard red winter wheat production.

A more detailed description including historical data of the wheat industry can be found at <http://www.ers.usda.gov/topics/crops/wheat.aspx> , which is updated by the United States Department of Agriculture. A more detailed description of Kansas wheat futures contracts can be found at <http://www.cmegroup.com/trading/agricultural/grain-and-oilseed/kc-wheat.html> which is updated by the Kansas City Board of Trade.

Lead

Lead is soft, ductile, and highly resistant to corrosion. It has been used for more than 7,000 years and is easy to extract, usually being found in ore with zinc, silver, and copper. Lead's high corrosion resistance makes it ideal for buildings; the high density makes it an effective barrier to radiation in hospitals and helps reduce noise in factories as well as in ships. 80 per cent. of lead's end use is for lead-acid batteries to provide power in vehicles and emergency power. At least three-quarters of all lead used goes into products which are suitable for recycling and the recovery of lead from scrap requires much less energy than extracting from ore, which is why lead has the highest recycling rate of all the common non-ferrous metals. Over 50 per cent. of lead consumed is derived from recycled or re-used material.

A more detailed description including historical data of the lead industry is updated from time to time on the International Lead and Zinc Study Group website <http://www.ilzsg.org>

Lean Hogs

Hogs are generally bred twice a year in a continuous cycle designed to provide a steady flow of production. The time from birth to slaughter is typically six months. Hogs are ready for slaughter at about 254 pounds, producing an average of 89 pounds of lean meat. The lean meat consists of 21 per cent. ham, 20 per cent. loin, 14 per cent. belly, 3 per cent. spareribs, 7 per cent. butt roast and blade steaks, and 10 per cent. picnic, with the remaining 25 per cent. going into miscellaneous cuts and trimmings. Hogs are produced in three types of operations: feeder pig producers raise pigs from birth to about 10- 60 pounds, and feeder pig finishers grow them to slaughter weight; alternatively, farrow-to-finish operations raise hogs from birth to slaughter weight.

A more detailed description including historical data of the lean hog industry can be found at <http://www.usda.gov>, which is updated from time to time by the United States Department of Agriculture.

Live Cattle

The cattle and beef industry is divided into two production sectors: cow-calf operations and cattle feeding. Cow-calf operations — The cattle and beef industry begins with the cow-calf operation, which breeds the new calves. Cow-calf operations are typically located on land not suited or needed for crop production. These operations are dependent upon range and pasture forage conditions, which are in turn dependent upon variations in the average level of rainfall and temperature for the area. Herds of cows are bred in the summer, thus producing

the new crop of calves in spring. Calves are weaned from the mother after 6-8 months; they spend the next 6-10 months in a “stocker” operation where they grow to 600-800 pounds or near full-size, after which point they are sent to a feedlot and become “feeder cattle”.

Cattle feedlots — Cattle feedlots produce high-quality beef by feeding grain and other concentrates for about five months. The animal is considered “finished” when it reaches full weight and is ready for slaughter, typically around 1,200 pounds, and then is sold for slaughter to a meat packing plant.

A more detailed description including historical data of the live cattle industry can be found at <http://www.usda.gov>, which is updated from time to time by the United States Department of Agriculture.

Natural Gas

Natural gas is a fossil fuel in gaseous form that is colourless, shapeless, and odourless in its pure form. It is a mixture of hydrocarbon gases formed primarily of methane; it is combustible, clean burning, and gives off a great deal of energy. Natural gas is produced from wells around the world and it is normally transported via pipeline. When pipeline transport is not feasible (e.g. over long distances), the natural gas is turned into a liquid (also called “Liquefied Natural Gas” or LNG) by super-cooling and transported as a liquid on tankers before being warmed up and turned into a gas upon arrival at the delivery port.

Natural gas is used primarily for heating and generating electricity by industries such as pulp and paper, metals, chemicals, petroleum refining, stone, clay and glass, plastic, and food processing.

A more detailed description including historical data of the natural gas is updated from time to time on the BP Statistical Review of World Energy published on BP website, <http://www.bp.com>, and the International Energy Outlook published by the Energy Information Administration <http://www.eia.doe.gov>.

Nickel

Nickel is a hard, malleable, ductile metal that can take on a high polish. Nickel is also a fair conductor of heat and electricity. Approximately 65 per cent. of nickel is used to manufacture stainless steel and 20 per cent. in other steel and non-ferrous (including “super”) alloys, often for highly specialised industrial, aerospace and military applications. About 9 per cent. is used in plating, and 6 per cent. in other uses including coins and a variety of nickel chemicals (e.g. rechargeable batteries). Nickel plating techniques are employed in applications such as turbine blades, helicopter rotors, extrusion dies, and rolled steel strip.

A more detailed description including historical data of the nickel industry can be found at <http://www.insg.org>, which is updated from time to time by the International Nickel Study Group.

Platinum

Platinum is soft, with a high resistance to corrosion and a high melting point, and is the most dense metal known. It is also a good oxidation catalyst, conductive and oxidation resistant. Traditionally, platinum is mainly used for jewellery, industrial usage, and autocatalysts. Recently, investment demand for platinum has increased due to the creation of physical platinum backed exchange traded funds. Platinum together with palladium are the major metals used in gasoline and diesel autocatalysts. Other industrial demands include chemical, electrical, petroleum, glass, and dental uses.

A more detailed description including historical data of the platinum industry can be found at <http://www.platinum.matthey.com>, which is updated from time to time by Johnson Matthey.

Silver

Silver has been used for thousands of years in ornaments and utensils, for trade, and as the basis for many monetary systems. It is the most malleable and ductile of all metals with the exception of gold, and conducts heat and electricity better than any other metal. It is not very chemically active, although tarnishing occurs when sulphur and sulphides attack silver. Because silver is too soft in its pure form, a hardening agent, usually copper, is mixed into the silver. Most silver emerges as a by-product from mining; only 30 per cent. of output comes from mines where the main source of revenue is silver (primary silver mine). The term “sterling silver” means silver that contains at least 925 parts of silver per thousand (92.5 per cent.) and 75 parts (7.5 per cent.)

of other metals, usually copper. Silver is used for jewellery, photography, electrical appliances, glass, and as an antibacterial agent for the health industry. Silver has never really enjoyed the safe haven' status that gold possesses. However, its link to gold and the base metals meant that silver was often attractive for speculators, since it was perceived to behave in a similar way to these other markets.

A more detailed description including historical data of the silver industry can be found at <http://www.silverinstitute.org>, which is updated from time to time by The Silver Institute.

Soybean Meal

Soybean meal is a by-product of soybean processing. Soybean meal is the most valuable component obtained from processing the soybean, ranging from 50 per cent. to 75 per cent. of its value. Livestock feeds account for 98 per cent. of soybean meal consumption, with the remainder used in human foods such as bakery ingredients and meat substitutes.

A more detailed description including historical data of the soybean industry can be found at <https://www.ers.usda.gov/topics/crops/soybeans-oil-crops/>, which is updated by the United States Department of Agriculture. A more detailed description of Chicago Board of Trade soybean meal futures contracts can be found at http://www.cmegroup.com/trading/agricultural/grain-and-oilseed/soybean-meal_contract_specifications.html, which is updated by the Chicago Board of Trade.

Soybean Oil

Soybean oil is the natural oil extracted from whole soybeans; approximately 19 per cent. of a soybean's weight can be extracted as crude soybean oil. It is mainly used in salad and cooking oil, bakery shortening, and margarine, as well as in a number of industrial applications, primarily because soy oil is cholesterol-free and high in polyunsaturated fat. Soybean oil is also used to produce inedible products such as paints, varnish, resins, and plastics. Worldwide, soybean oil is still the largest source of vegetable oil.

A more detailed description including historical data of the soybean oil industry can be found at <http://www.usda.gov>, which is updated from time to time by the United States Department of Agriculture.

Soybeans

Soybeans are used to produce a wide variety of food products because of their high protein content without many of the negative factors of animal meat. Processed soybeans are the largest source of protein feed and vegetable oil in the world. Soybean meal is the most valuable component obtained from processing the soybean, ranging from 50 per cent. to 75 per cent. of its value. Livestock feeds account for 98 per cent. of soybean meal consumption, with the remainder used in human foods such as bakery ingredients and meat substitutes. Popular soy-based food products include whole soybeans, soy oil for cooking and baking, soy flour, protein concentrates, isolated soy protein, soy milk and baby formula, soy yogurt, soy cheese, soy nut butter, soy sprouts, tofu and tofu products, soy sauce, and meat alternatives.

A more detailed description including historical data of the soybean industry can be found at <http://www.usda.gov>, which is updated from time to time by the United States Department of Agriculture

Sugar

Sugar, also known as sucrose, is a member of the larger group of compounds called carbohydrates, and is characterised by a sweet taste. Sucrose occurs in the highest concentration in sugar cane and sugar beets, which are produced in over 100 countries around the world. About 75 per cent. of all sugar produced is processed from sugar cane, and the remainder from sugar beets. Raw sugar and refined sugar are two different products that are both traded internationally. Sugar beet producing countries export refined sugar, while sugar cane producing countries export either raw or refined sugar.

A more detailed description including historical data of the sugar industry can be found at <http://www.usda.gov>, which is updated from time to time by the United States Department of Agriculture

Tin

Tin has been used in the production of bronze for at least 5,500 years. Tin is soft, pliable, resistant to corrosion and does not easily oxidise in the air. Therefore, it is widely used to coat other metals. The other important properties of tin are its low melting point, attractive appearance and the ability to readily form alloys with most other metals to create useful materials. Because of the softness of tin, it is seldom used in its pure form and is mainly combined with other metals. The end uses of tin are metal containers (19 per cent.), solders (16 per cent.), transportation (16 per cent.), construction (11 per cent.) and other applications (38 per cent.).

A more detailed description including historical data of the tin industry is updated from time to time on the United States Geological Survey, <http://www.usgs.gov>, the International Tin Association website www.internationaltin.org.

Wheat

Wheat is a cereal grass that has been grown in temperate regions and cultivated for food since prehistoric times; it is currently widely produced across the world. Wheat is used mainly as a human food and supplies about 20 per cent. of the food calories for the world's population. The primary use for wheat is flour, but it is also used in brewing and distilling, and to make oil, gluten, straw for livestock bedding, livestock feed, hay or silage, newsprint, and other products.

Wheat here refers to the soft red winter variety whose futures are traded on the Chicago Board of Trade. Soft red winter wheat futures are the most actively traded wheat futures contract. Soft red winter wheat is used for cakes, cookies and crackers and accounts for 15 per cent. to 20 per cent. of US wheat production.

A more detailed description including historical data of the wheat industry can be found at <http://www.ers.usda.gov/topics/crops/wheat.aspx>, which is updated by the United States Department of Agriculture. A more detailed description of Chicago Board of Trade wheat futures contracts can be found at <https://www.cmegroup.com/markets/agriculture/grains/wheat.contractSpecs.html>, which is updated by the Chicago Board of Trade.

Zinc

Zinc is never found in its pure state, but is rather produced from ores (primary zinc), or from scrap and residues (secondary zinc). Approximately three quarters of all zinc is consumed as metal, mainly as a coating to protect iron and steel from corrosion (galvanised metal), as alloying metal to make bronze and brass, as zinc-based die casting alloy, and as rolled zinc. The remaining quarter is consumed as zinc compounds mainly in the negative electrode in dry cell (flashlight) batteries, in the zinc-mercuric-oxide battery cell typically used in watches, cameras, and other electronic devices, and as an antiseptic ointment in medicine. Zinc is also a necessary element for proper growth and development of humans, animals, and plants; it is the second most common trace metal, after iron, found naturally in the human body.

A more detailed description including historical data of the zinc industry is updated from time to time on the International Lead and Zinc Study Group website <http://www.ilzsg.org>.

Futures Markets

Futures contracts are typically traded on organised exchanges in a wide variety of physical commodities (including petroleum products, metals, and grains) and financial instruments (such as stocks, bonds, and currencies). They are traded in two ways: either in an open outcry environment or through an electronic trading platform.

Futures contracts have standardised terms that are determined by the exchange, rather than by market participants. Standardised terms include: the amount of the commodity to be delivered (the contract size), delivery months, the last trading day, the delivery location or locations, and acceptable qualities or grades of the commodity. This standardisation enhances liquidity, by making it possible for large numbers of market participants to trade the same instrument. Most futures contracts (by volume) are liquidated prior to expiry to avoid physical delivery. The purpose of the physical delivery provision is to ensure convergence between the futures price and the cash market price (however some futures are only cash settled).

Futures trades that are made on an exchange are cleared through a clearing organisation (clearing house), which acts as the buyer to all sellers and the seller to all buyers. When an investor buys or sells a futures contract, they are technically buying from, or selling to, the clearing organisation rather than the party with whom they executed the transaction on the trading floor or through an electronic trading platform.

Futures traders are not required to put up the entire value of a contract. Rather, they are required to post a margin that is typically between 2 per cent. and 10 per cent. of the total value of the contract. Thereafter, the position is “marked to the market” daily. If the futures position loses value, the amount of money in the margin account will decline accordingly. If the amount of money in the margin account falls below the specified maintenance margin, the futures trader will be required to post additional margin to bring the account up to the initial margin level. On the other hand, if the futures position is profitable, the profits will be added to the margin account. Because only a margin is required, this is known as an un-collateralised position. Indices which are calculated by reference to such uncollateralised positions are called “excess return indices”. If 100 per cent. margin is deposited (earning interest), then this is known as a fully collateralised position and the return is known as a Total Return.

Futures exchanges and clearing houses in the United States are subject to regulation by the Commodity Futures Trading Commission (CFTC). Exchanges may adopt rules and take other actions that affect trading, including imposing speculative position limits, maximum price fluctuations and trading halts and suspensions, and requiring liquidation of contracts in certain circumstances.

Futures markets outside the United States are generally subject to regulation by comparable regulatory authorities. The structure and nature of trading on non-U.S. exchanges, however, may differ from this description.

Exchanges

CBOT (Chicago Board of Trade)

CBOT is a leading futures and futures-options exchange located in Chicago. In its early history, the CBOT traded only agricultural commodities such as corn, wheat, oats and soybeans. Futures contracts at the Exchange evolved over the years to include non-storable agricultural commodities and non-agricultural products, including U.S. Treasury bonds and notes, 30-Day Federal Funds, stock indexes, and swaps. In 2007, CBOT merged with the Chicago Mercantile Exchange (“**CME**”), becoming the world’s largest financial exchange market.

CME (Chicago Mercantile Exchange)

CME is the largest futures exchange in the United States, and also owns and operates the largest futures clearing house in the world. CME products fall into five major areas: interest rates, equities, foreign exchange, agricultural commodities and alternative investments. Two forums are available for trading CME products: the long-standing open outcry trading floors and an electronic trading platform. The CME Clearing House guarantees, clears and settles every contract traded through the CME. In 2007, the CME merged with the Chicago Board of Trade (“**CBOT**”), becoming the world’s largest financial exchange market.

KCBT (Kansas City Board of Trade)

The Kansas City Board of Trade was founded in 1856 by a group of Kansas City merchants. It served a function similar to a Chamber of Commerce. Early trading at the exchange was primarily in cash grains. Today, hard red winter wheat futures are the mainstay of the Kansas City Board of Trade. Options on wheat futures were introduced in 1984, and record options volume was traded in 2002. In 2012, the CME group acquired KCBT.

LME (London Metal Exchange)

LME is the world’s largest futures exchange for base and other metals. LME allows for cash trading, and offers hedging, worldwide reference pricing and storage for physical delivery of trades. Eleven companies have exclusive rights to trade by open outcry, and approximately 100 companies trade inter-office through the London Clearing House, which also clears London Stock Exchange trading. Trades are in futures, options and TAPOs (traded average price contracts, a form of Asian option). Commodities traded on LME include aluminium, copper, zinc, lead, nickel, tin, and aluminium alloy.

In 2012, LME was bought by The Hong Kong Exchange and Clearing Limited (HKEX).

ICE Futures U.S.

ICE Futures U.S., formerly the New York Board of Trade (“**NYBOT**”), is a physical commodity futures exchange located in New York City. Its two principal divisions are the New York Coffee Sugar and Cocoa Exchange (“**CSCE**”) and the New York Cotton Exchange (“**NYCE**”). In January 2007, NYBOT was acquired by ICE and renamed ICE Futures U.S.

ICE Futures Europe

ICE Futures Europe is home to futures and options contracts for crude oil, interest rates, equity derivatives, natural gas, power, coal, emissions and soft commodities.

NYMEX (The New York Mercantile Exchange, Inc.)

NYMEX, or The New York Mercantile Exchange, Inc., is the world’s largest physical commodity futures exchange located in New York City. The exchange handles billions of dollars worth of energy products, metals, and other commodities being traded by open auction and electronically. Trading is conducted through two divisions, the NYMEX Division, home to the energy, platinum, and palladium markets; and the COMEX Division, on which all other metals trade. In 2008, NYMEX merged with CME Group.

PART 10
PARTICULARS OF THE COMMODITY CONTRACT COUNTERPARTIES

A. PARTICULARS OF MLI AND BAC

MLI is BAC's largest operating subsidiary outside of the United States and was incorporated in 1988. MLI is a company incorporated in England and Wales (Registered Number: 2312079) and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference Number: 147150). MLI is a wholly owned subsidiary of ML UK Capital Holdings Limited and the ultimate parent of MLI is BAC. The registered address of MLI is 2 King Edward Street, London, EC1A 1HQ, United Kingdom.

MLI provides a wide range of financial services globally for business originated in the United Kingdom, the Middle East and Africa, Asia Pacific and the Americas. The primary business activities of MLI are to act as a broker and dealer in equities and fixed income, currency and commodities financial instruments; investment banking advisory and underwriting services; and equity and fixed income research. MLI also provides a number of post trade related services to third party clients, including settlement and clearing services. The payment obligations of MLI under the MLI Facility Agreement, the MLI Security Agreement and the MLI Control Agreement shall be guaranteed by BAC.

BAC is a bank holding company and a financial holding company incorporated in the State of Delaware, United States. Through BAC's banking and various non-banking subsidiaries throughout the U.S. and in international markets, BAC serves individual consumers, small- and middle-market businesses, institutional investors, large corporations and governments with a full range of banking, investing, asset management and other financial and risk management products and services.

BAC's headquarters and principal executive offices are located at 100 North Tryon Street, Charlotte, NC 28255, United States. BAC's common stock is listed on the New York Stock Exchange. BAC has listed debt securities admitted to trading on the regulated market of a stock exchange, including the London Stock Exchange, and also on the Luxembourg Stock Exchange.

For the avoidance of doubt, the Commodity Securities issued under this Programme do not represent an obligation of or claim against, nor will they be insured or guaranteed by, BAC or any of its subsidiaries (including, but without limitation, MLI). Security Holders will have no recourse to BAC or MLI in respect of the Commodity Securities.

B. PARTICULARS OF CGML AND CGMH

CGML is a company registered in England and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. CGML was incorporated on 21 October 1983 as Stockrobe Limited and changed its name to Salomon Brothers International Limited on 1 February 1984 and to Citigroup Global Markets Limited on 7th April 2003. The registered address of CGML is Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom.

CGML has a major international presence as a dealer, market maker and underwriter in equity, fixed income and commodities, as well as providing advisory services to a wide range of corporate, institutional and government clients. It is headquartered in London and operates globally from the UK and its branches in Europe and the Middle East.

The payment obligations of CGML under the CGML Facility Agreement, the CGML Security Agreement and the CGML Control Agreement shall be guaranteed by CGMHI.

Citigroup Global Markets Holdings Inc. (CGMHI), operating through its subsidiaries, engages in full-service investment banking and securities brokerage business. CGMHI was incorporated in New York on 23 February 1977 and is the successor to Salomon Smith Barney Holdings Inc. On 7 April 2003, CGMHI filed a Restated Certificate of Incorporation changing its name from Salomon Smith Barney Holdings Inc. to Citigroup Global Markets Holdings Inc.

CGMHI's parent, Citigroup Inc. (Citigroup, or Citi), is a global diversified financial services holding company whose businesses provide consumers, corporations, governments and institutions with a broad, yet focused, range of financial products and services, including consumer banking and credit, corporate and investment banking, securities brokerage, trade and securities services and wealth management. Citi has approximately 200 million customer accounts and does business in more than 160 countries and jurisdictions. As of the first quarter of 2022, Citigroup is managed pursuant to three operating segments: Institutional Clients Group, Personal Banking and Wealth Management and Legacy Franchises, with the remaining operations in Corporate/Other.

The principal offices of CGMHI are located at 388 Greenwich Street, New York, New York 10013. CGMHI has securities admitted to trading on the regulated market of Euronext Dublin, including as issuer of various series of notes issued under the Citi U.S.\$10,000,000,000 Global Structured Note Programme.

For the avoidance of doubt, the Commodity Securities issued under this Programme do not represent an obligation of or claim against, nor will they be insured or guaranteed by, CGMHI or any of its subsidiaries (including, but without limitation, CGML) (together, "Citi"). Security Holders will have no recourse to Citi in respect of the Commodity Securities.

The information on the Commodity Contract Counterparties and Guarantors in this Prospectus is based upon information made available to the Issuer by the Commodity Contract Counterparties and Guarantors.

PART 11

TAXATION

The tax legislation of the Security Holder's Member State and of Jersey, the Issuer's country of incorporation, may have an impact on the income received from the Micro or Commodity Securities.

1. UK Taxation

(a) General

The following paragraphs summarise certain limited aspects of the UK taxation treatment of holding Micro or Commodity Securities. They are based on current UK law and HM Revenue & Customs practice, both of which are subject to change, possibly with retrospective effect. The following paragraphs relate to Security Holders who are within the charge to UK corporation tax, are UK resident individuals or which are UK open-ended investment companies or authorised unit trust schemes unless otherwise stated. The statements in this summary are intended only as a general guide and should be treated with appropriate caution. Any person who is contemplating acquiring Micro or Commodity Securities (whether or not pursuant to the Programme), particularly if that person is subject to taxation in any jurisdiction other than the UK, is strongly recommended to consult their independent professional advisers immediately.

(b) The Issuer

The Directors intend that the affairs of the Issuer should be managed and conducted so that it should not become resident in the UK for UK taxation purposes. Accordingly, and provided that the Issuer does not carry on a trade in the UK through a permanent establishment situated therein for UK corporation tax purposes or through a branch or agency situated in the UK which would bring the Issuer within the charge to UK income tax, the Issuer will not be subject to UK corporation tax or income tax on income and capital gains arising to it. The Directors intend that the affairs of the Issuer are conducted so that no such permanent establishment, branch or agency will arise insofar as this is within their control, but it cannot be guaranteed that the conditions necessary to prevent any such permanent establishment, branch or agency coming into being will at all times be satisfied.

(c) Withholding Tax

No payments made by the Issuer to Security Holders are required to be made under deduction or withholding for or on account of UK tax.

(d) Corporation Tax on income and gains

In general, a Security Holder which is subject to UK corporation tax will be treated for tax purposes as realising profits, gains or losses in respect of Micro or Commodity Securities on a basis reflecting the treatment in its statutory accounts, calculated in accordance with the Security Holder's authorised accounting method. These profits, gains or losses, (which will include any profits, gains or losses on a disposal or redemption of Micro or Commodity Securities and which may include fluctuations in value relating to foreign exchange gains and losses) will be treated as income profits or losses for the purposes of a Security Holder's corporation tax computation.

(e) Capital Gains Tax (Individuals)

Subscriptions made before 1 December 2009

Provided the Micro or Commodity Securities are not treated as "deeply discounted securities" for UK tax purposes, any transfer or redemption (including a Compulsory Redemption) of a Micro or Commodity Security by a Security Holder who is a UK individual will be a disposal of that Micro or Commodity Security for UK capital gains tax purposes which may, subject to any available exemption or relief, give rise to a chargeable gain or allowable loss for those purposes.

The Issuer has received a non-statutory confirmation from HM Revenue & Customs that, in its view, the Micro and Commodity Securities are not deeply discounted securities. However, since this confirmation is addressed to the Issuer and is not binding on HM Revenue & Customs in its dealings with Security Holders, investors may wish to consult their own tax advisors in this respect.

The tax treatment of subscriptions made prior to 1 December 2009 will not be affected by the amendment to the definition of “offshore fund” discussed below.

Subscriptions made on or after 1 December 2009

The Issuer was not regarded as an “offshore fund” for UK tax purposes for periods before 1 December 2009. However, on 1 December 2009, a new definition of “offshore fund” took effect which resulted in the Issuer being treated as an “offshore fund”. Accordingly, subscriptions made on or after this date may be treated as investments in an “offshore fund” for UK tax purposes.

If this is the case, and the Micro or Commodity Securities are not treated as “deeply discounted securities” and no other exemption applies, any gain accruing to an investor upon the sale, redemption (including a Compulsory Redemption) or other disposal of Micro or Commodity Securities acquired on or after 1 December 2009 will be taxed as income and not as a capital gain, unless the Issuer achieves certification as a “reporting fund”. The Issuer has obtained notification from HM Revenue & Customs that all the Micro and Commodity Securities have been accepted for entry into the “reporting fund” regime with effect from the accounting period which commenced 1 January 2009 or if later from their date of issue. Whilst it is expected that certification as a “reporting fund” will be maintained for all periods this cannot be guaranteed.

Note that under the reporting fund rules the Issuer is required to report to investors 100 percent. of the net income attributable to the relevant class of Micro or Commodity Securities. It is not expected that any such reportable income will arise in respect of any of the Micro or Commodity Securities.

A copy of the annual report required to be made to investors under the reporting fund rules will be provided on the following website: <https://www.wisdomtree.eu/en-gb/resource-library/prospectus-and-regulatory-reports#tab-2A942D42-5AA1-4008-9080-3C2DADB050A7> under the ‘WisdomTree Jersey Issuer Tax Information’ tab.

(f) Income Tax (Individuals)

If the Micro or Commodity Securities are treated as “deeply discounted securities” for UK tax purposes, and do not qualify as “excluded indexed securities” for those purposes, any profit arising to a Security Holder who is a UK individual on transfer or redemption (including a Compulsory Redemption) of Micro or Commodity Securities will be subject to UK income tax and not to UK capital gains tax. As noted in “Capital Gains Tax (Individuals)” above, the Issuer has received a non-statutory confirmation from HM Revenue & Customs that the Micro and Commodity Securities are not deeply discounted securities.

(g) Inheritance Tax (Individuals)

For the purposes of inheritance tax, a Micro or Commodity Security may form part of the value of the estate of a Security Holder who is an individual and inheritance tax may (subject to certain exemptions and reliefs) become payable in respect of the value of a Micro or Commodity Security on a gift of that Micro or Commodity Security by, or on the death of, a Security Holder who is an individual. Such a tax charge may be subject to appropriate provisions in any applicable double taxation treaty.

(h) UK Open-Ended Investment Companies and Authorised Unit Trust Schemes

Whilst UK open-ended investment companies and authorised unit trust schemes are generally subject to UK corporation tax (currently at the basic income tax rate of 20 per cent.) they are exempt from tax on capital gains. Part 2 of The Authorised Investment Funds (Tax) Regulations 2006 (S.I. No. 2006/964) (the “Regulations”) provides an exemption for capital profits, gains or losses accruing to UK open-ended investment companies and authorised unit trust schemes on creditor loan relationships and derivative contracts. In this respect capital profits, gains or losses are those which, in accordance with UK generally accepted accounting practice, fall to be dealt with in the statement of total return (under the heading of “net capital gains/losses”) in accordance with the relevant Statement of Recommended Practice. These provisions

do not however apply to a qualified investor scheme which does not meet the genuine diversity of ownership condition.

In addition, Part 2B of the Regulations treats all capital profits, gains and losses (determined in accordance with UK generally accepted accounting practice, as described above) arising to a UK open-ended investment company or authorised unit trust, which meets the genuine diversity of ownership condition, from an “investment transaction” (which includes loan relationships and derivative contracts) as a non-trading transaction and thus not taxable as income. These Parts of the Regulations will determine whether any profits, gains or losses arising to a Security Holder which is a UK open-ended investment company or authorised unit trust scheme in respect of Micro or Commodity Securities will be exempt from tax.

(i) Stamp Duty and Stamp Duty Reserve Tax (‘SDRT’)

Provided the Register is not kept by or on behalf of the Issuer in the UK, neither stamp duty nor SDRT will be payable on the issue or the subsequent transfer of, or agreement to transfer, Micro or Commodity Securities in Uncertificated Form.

In the case of Micro or Commodity Securities held in Certificated Form, provided (i) the Register is not kept by or on behalf of the Issuer in the UK; (ii) any instrument of transfer is not executed in the UK; and (iii) any instrument of transfer does not relate to anything to be done in the UK, neither stamp duty nor SDRT will be payable on the issue or subsequent transfer of Micro or Commodity Securities.

The redemption of Micro or Commodity Securities will not give rise to stamp duty or SDRT.

(j) Organisation for Economic Co-operation and Development (“OECD”) Common Reporting Standard

Drawing extensively on the intergovernmental approach to implementing the United States Foreign Account Tax Compliance Act, the OECD developed the Common Reporting Standard (“**CRS**”) to address the issue of offshore tax evasion on a global basis. Aimed at maximising efficiency and reducing cost for financial institutions, the CRS provides a common standard for due diligence, reporting and exchange of financial account information. Pursuant to the CRS, tax authorities in participating jurisdictions will obtain from reporting financial institutions, and automatically exchange with other CRS participating tax authorities in which the investors of the reporting financial institutions are tax resident on an annual basis, financial information with respect to all reportable accounts identified by financial institutions on the basis of common due diligence and reporting procedures. The first information exchanges began in September 2017. Jersey has implemented the CRS. As a result, the Issuer will be required to comply with the CRS due diligence and reporting requirements, as adopted by Jersey. Security Holders may be required to provide additional information to the Issuer to enable the Issuer to satisfy its obligations under the CRS. Failure to provide requested information may subject an investor to liability for any resulting penalties or other charges and/or mandatory redemption of Commodity Securities.

2. Jersey Taxation

(a) General

The following paragraphs summarise certain limited aspects of the Jersey taxation treatment of holding Micro or Commodity Securities. The statements are intended only as a general guide, and should be treated with appropriate caution. They are based on current Jersey law and practice, possibly with retrospective effect. A prospective investor should consult a tax adviser as to the tax consequences relating to its particular circumstances resulting from the purchase, holding, sale and redemption of the Micro or Commodity Securities and the receipt of payments thereon.

(b) Income Tax

The Issuer will be regarded as resident in Jersey under the Income Tax (Jersey) Law 1961 (the “**Jersey Income Tax Law**”) but (being neither a financial services company, nor a large corporate retailer, nor in the trade of importing into Jersey and/or supplying in Jersey hydrocarbon oil under the Jersey Income Tax Law at the date of this Prospectus) will be subject to Jersey income tax at a rate of 0%.

Holders of the Micro or Commodity Securities (other than residents of Jersey) should not be subject to any tax in Jersey in respect of the holding, sale, redemption or other disposition of its Micro or Commodity Securities. Redemption payments (other than to residents of Jersey) will not be subject to withholding for or on account of Jersey tax.

(c) Stamp duty

Under current Jersey law, there are no death or estate duties, capital gains, gift, wealth, inheritance or capital transfer taxes. No stamp duty is levied in Jersey on the issue, transfer, acquisition, ownership, redemption, sale or other disposal of Micro or Commodity Securities. In the event of the death of an individual sole holder of Micro or Commodity Securities, duty at rates of up to 0.75 per cent. of the value of the Micro and Commodity Securities held, subject to a cap of £100,000, may be payable on registration of Jersey probate or letters of administration which may be required in order to transfer or otherwise deal with Micro or Commodity Securities held by the deceased individual sole holder thereof.

(d) Goods and services tax

The Issuer is an “international services entity” for the purposes of the Goods and Services Tax (Jersey) Law 2007 (the “**GST Law**”). Consequently, the Issuer is not required to:

- (a) register as a taxable person pursuant to the GST Law;
- (b) charge goods and services tax in Jersey in respect of any supply made by it; or
- (c) (subject to limited exceptions that are not expected to apply to the Issuer) pay goods and services tax in Jersey in respect of any supply made to it.

(e) Intergovernmental Agreement between Jersey and the United States

The US Hiring Incentives to Restore Employment Act resulted in the introduction of legislation in the US known as the Foreign Account Tax Compliance Act (“**FATCA**”). Under FATCA a 30 per cent withholding tax may be imposed on payments of US source income and certain payments of proceeds from the sale of property that could give rise to US source income, unless the Issuer complies with requirements to report on an annual basis the identity of, and certain other information about, direct and indirect US holders of Micro or Commodity Securities issued by the Issuer to the US Internal Revenue Service (“**IRS**”) or to the relevant Jersey authority for onward transmission to the IRS. A holder of Micro or Commodity Securities issued by the Issuer that fails to provide the required information to the Issuer may be subject to the 30 per cent withholding tax with respect to any payments directly or indirectly attributable to US sources and the Issuer might be required to redeem any Micro or Commodity Securities held by such holder.

On 13 December 2013 an intergovernmental agreement was entered into between Jersey and the US in respect of FATCA which agreement was enacted into Jersey law as of 18 June 2014 by the Taxation (Implementation) (International Tax Compliance) (United States of America) (Jersey) Regulations 2014.

Although the Issuer will attempt to satisfy any obligations imposed on it to avoid the imposition of such withholding tax, no assurance can be given that the Issuer will be able to satisfy such obligations. If the Issuer becomes subject to a withholding tax as a result of FATCA, the return on some or all Micro or Commodity Securities issued by the Issuer may be materially and adversely affected. In certain circumstances, the Issuer may compulsorily redeem some or all of the Micro or Commodity Securities held by one or more holders and/or may reduce the redemption proceeds payable to any holder of Micro or Commodity Securities.

(f) Organisation for Economic Co-operation and Development (“OECD**”) Common Reporting Standard**

Drawing extensively on the intergovernmental approach to implementing the United States Foreign Account Tax Compliance Act, the OECD developed the Common Reporting Standard ("CRS") to address the issue of offshore tax evasion on a global basis. Aimed at maximising efficiency and reducing cost for financial institutions, the CRS provides a common standard for due diligence, reporting and exchange of financial account information. Pursuant to the CRS, participating jurisdictions will obtain from reporting financial institutions, and automatically exchange with exchange partners on an annual basis, financial information with respect to all reportable accounts identified by financial institutions on the basis of common due diligence and reporting procedures. Jersey has implemented the CRS by the Taxation (Implementation) (International Tax Compliance) (Common Reporting Standard) (Jersey) Regulations 2015. As a result, the Issuer is required to comply with the CRS due diligence and reporting requirements, as adopted by Jersey. Jersey has committed to a common implementation timetable which has seen the first exchange of information in 2017 in respect of accounts open at and from the end of 2015, with further countries committed to implement the new global standard.

Holders of the Micro or Commodity Securities may be required to provide additional information to the Issuer to enable the Issuer to satisfy its obligations under the CRS. Failure to provide requested information may subject an investor to liability for any resulting penalties or other charges and/or mandatory redemption of the Micro or Commodity Securities.

(g) Base Erosion and Profit Shifting

The law and any other rules or customary practice relating to tax, or its interpretation in relation to the Issuer, its assets and any investment of the Issuer may change during its life. In particular, both the level and basis of taxation may change. In particular, the outcome of the on-going global Base Erosion and Profit Shifting (BEPS) project could substantially affect the tax treatment of the Issuer. Additionally, the interpretation and application of tax rules and customary practice to the Issuer, its assets and investors by any taxation authority or court may differ from that anticipated by the Issuer. Both could significantly affect returns to investors.

3. Taxation in Ireland

(a) General

The following summary outlines certain aspects of Irish tax law and practice regarding the ownership and disposition of Micro and Commodity Securities and the receipt of interest thereon. This summary deals only with Micro and Commodity Securities held beneficially as capital assets and does not address special classes of Security Holders such as dealers in securities or those holding Micro and Commodity Securities as part of a trade. This summary is not exhaustive and Security Holders are advised to consult their own tax advisors with respect to the taxation consequences of their ownership or disposition. The comments are made on the assumption that the Issuer is not resident in Ireland for Irish tax purposes and does not carry on a trade in Ireland through a branch or agency or have any other connection with Ireland other than the listing of the Micro and Commodity Securities on Euronext Dublin. The summary is based on current Irish taxation legislation and practice of the Irish Revenue Commissioners.

(b) Withholding Tax

Under Irish tax law there is no obligation on the Issuer to operate any withholding tax on a payment in respect of the Micro and Commodity Securities except where such payment has an Irish source. The payment is only likely to be considered to have an Irish source, if, for example, the payment constitutes yearly interest and such interest was paid out of funds maintained in Ireland or where the Micro and Commodity Securities were secured on Irish situated assets which it is understood will not be the case. The mere offering of the Micro and Commodity Securities to Irish investors or the listing of the Micro and Commodity Securities on Euronext Dublin will not cause such a payment to have an Irish source. In certain circumstances collection agents and other persons receiving interest on the Micro and Commodity Securities in Ireland on behalf of a Security Holder, will be obliged to operate a withholding tax.

(c) Taxation of Income

Unless exempted, an Irish resident or ordinarily resident Security Holder and a non-resident Security Holder holding Micro and Commodity Securities through an Irish branch or agency will be liable to Irish tax on the amount of any interest or other income, including potentially any premium on redemption, received from the Issuer. Individual Security Holders would suffer income tax at rates of up to 40 per cent. and would also potentially be liable to Pay Related Social Insurance and the universal social charge. Corporate Security Holders would suffer corporation tax at 25 per cent. of the amount of interest received from the Issuer. Credit against Irish tax on the interest received may be available in respect of any foreign withholding tax deducted by the Issuer.

(d) Taxation of Capital Gains

Irish resident or ordinarily resident Security Holders and non-resident Security Holders holding Micro and Commodity Securities through an Irish branch or agency would potentially be liable to Irish tax on capital gains on any gains arising on a disposal of Micro and Commodity Securities currently at a 33 per cent. rate. Reliefs and allowances may be available in computing the Security Holder's liability.

(e) Stamp Duty

Transfers of Micro and Commodity Securities should not be subject to Irish stamp duty, provided the transfers do not relate to Irish land or buildings or securities of an Irish registered company.

(f) Capital Acquisitions Tax

A gift or inheritance comprising of Micro and Commodity Securities will be within the charge to capital acquisitions tax if either (i) the disponer or the donee/successor in relation to the gift or inheritance is resident or ordinarily resident in Ireland (or, in certain circumstances, if the disponer is domiciled in Ireland irrespective of his residence or that of the donee/successor) or (ii) if the Micro and Commodity Securities are regarded as property situated in Ireland. The Micro and Commodity Securities could only be considered property situated in Ireland if the register of Micro and Commodity Security Holders was maintained in Ireland or, to the extent that certificates are issued in bearer form, the bearer certificates were located in Ireland. This tax is charged at a rate of 33 per cent. on gifts and inheritances above a certain threshold determined both by the relationship between the disponer and the donee/successor and previous gifts and inheritances.

(g) Offshore Fund Taxation

While a holding of Micro and Commodity Securities could potentially be treated as a material interest in an offshore fund and subject to the more onerous tax provisions applicable to offshore funds, the Irish Revenue Commissioners' guidance indicates that exchange traded commodities which are generally structured as debt instruments will not come within the tax regime for offshore funds but instead will come within general tax principles (as to which we refer to paragraphs (c) and (d) above). As recommended above, Security Holders should obtain independent tax advice in relation to the tax implications of holding and disposing of Micro and Commodity Securities.

(h) Provision of Information

Generally

Security Holders should be aware that where any interest or other payment on Micro and Commodity Securities is paid to them by or through an Irish paying agent or collection agent then the relevant person may be required to supply the Irish Revenue Commissioners with details of the payment and certain details relating to the Security Holder. Where the Security Holder is not Irish resident, the details provided to the Irish Revenue Commissioners may, in certain cases, be passed by them to the tax authorities of the jurisdiction in which the Security Holder is resident for taxation purposes.

Common Reporting Standard (“CRS”)

The goal of the CRS is to provide for the annual automatic exchange between governments of financial account information reported to them by local financial institutions relating to account holders tax resident in other participating countries to assist in the efficient collection of tax. The OECD used FATCA concepts in developing the CRS and as such the CRS is broadly similar to the FATCA requirements, albeit with numerous alterations. There are a significantly higher number of reportable persons due to the increased instances of potentially in-scope accounts and the inclusion of multiple jurisdictions to which accounts must be reported. Regulations, gave effect to the OECD's Standard for the Automatic Exchange of Financial Account Information in Tax Matters and Directive 2014/107/EU in Ireland from 1 January 2016.

To the extent that the Issuer is required to comply with the CRS due diligence and reporting requirements, Security Holders resident in Ireland may be required to provide additional information to the Issuer which may ultimately be shared by the Jersey tax authorities with their counterparts in Ireland.

PART 12

ADDITIONAL INFORMATION

1. Incorporation and Share Capital of Issuer

- (a) The Issuer was incorporated as a private limited company in Jersey on 16 August 2005 under the Companies (Jersey) Law 1991 (as amended) (the “**Law**”) and changed status to a public company on 15 September 2006 pursuant to a written resolution dated 15 September 2006. The Issuer operates under the Law and secondary legislation made thereunder. The Issuer is registered in Jersey under number 90959. The name of the Issuer was changed to “ETFS Commodity Securities Limited” on 15 June 2006 and to “WisdomTree Commodity Securities Limited” on 26 September 2019.
- (b) The Issuer is authorised to issue an unlimited number of no par value shares of one class designated as Ordinary Shares of which two Ordinary Shares of no par value have been issued.
- (c) The Issuer does not have any subsidiary undertakings.
- (d) All of the Issuer’s issued ordinary shares are owned by HoldCo.

2. Material Contracts

The following contracts (not being contracts entered into in the ordinary course of business) have been entered into by the Issuer and are or may be material or have been entered into at any time by the Issuer and (not being contracts entered into in the ordinary course of business) contain provisions under which the Issuer has an obligation or entitlement which is or may be material to the Issuer as at the date of this Prospectus. The summaries below are drafted in legal language, however, details on how each of the agreements impacts on Security Holders are contained throughout this Prospectus, including in Part 1 (*General*) and Part 4 (*Description of Commodity Securities*).

- (a) the Trust Instrument dated 21 September 2006 and the supplemental trust instruments thereto, a summary of the principal terms of which is set out in Part 7 (*Trust Instrument and Commodity Securities*);
- (b) the following Security Deeds (each as amended), a summary of the principal terms of which are set out in Part 8 (*Particulars of Security Deeds*):
 - the Classic Aluminium Security Deed dated 21 September 2006;
 - the Classic Brent Crude Security Deed dated 22 December 2011;
 - the Classic Cocoa Security Deed dated 15 September 2008;
 - the Classic Coffee Security Deed dated 21 September 2006;
 - the Classic Copper Security Deed dated 21 September 2006;
 - the Classic Corn Security Deed dated 21 September 2006;
 - the Classic Cotton Security Deed dated 21 September 2006;
 - the Classic Crude Oil Security Deed dated 21 September 2006;
 - the Classic Gas Oil Security Deed dated 22 December 2011;
 - the Classic Gasoline Security Deed dated 21 September 2006;
 - the Classic Gold Security Deed dated 21 September 2006;
 - the Classic Heating Oil Security Deed dated 21 September 2006;
 - the Classic Kansas Wheat Security Deed dated 14 December 2012;
 - the Classic Lead Security Deed dated 15 September 2008;
 - the Classic Lean Hogs Security Deed dated 21 September 2006;
 - the Classic Live Cattle Security Deed dated 21 September 2006;
 - the Classic Natural Gas Security Deed dated 21 September 2006;
 - the Classic Nickel Security Deed dated 21 September 2006;
 - the Classic Platinum Security Deed dated 15 September 2008;
 - the Classic Silver Security Deed dated 21 September 2006;
 - the Classic Soybean Meal Security Deed dated 14 December 2012;
 - the Classic Soybean Oil Security Deed dated 21 September 2006;
 - the Classic Soybeans Security Deed dated 21 September 2006;
 - the Classic Sugar Security Deed dated 21 September 2006;
 - the Classic Tin Security Deed dated 15 September 2008;
 - the Classic Wheat Security Deed dated 21 September 2006;

- the Classic Zinc Security Deed dated 21 September 2006;
- the Longer Dated Aluminium Security Deed dated 17 September 2007;
- the Longer Dated Brent Crude Security Deed dated 22 December 2011;
- the Longer Dated Coffee Security Deed dated 17 September 2007;
- the Longer Dated Copper Security Deed dated 17 September 2007;
- the Longer Dated Corn Security Deed dated 17 September 2007;
- the Longer Dated Cotton Security Deed dated 17 September 2007;
- the Longer Dated Crude Oil Security Deed dated 17 September 2007;
- the Longer Dated Gas Oil Security Deed dated 22 December 2011;
- the Longer Dated Gasoline Security Deed dated 17 September 2007;
- the Longer Dated Gold Security Deed dated 17 September 2007;
- the Longer Dated Heating Oil Security Deed dated 17 September 2007;
- the Longer Dated Kansas Wheat Security Deed dated 14 December 2012;
- the Longer Dated Lean Hogs Security Deed dated 17 September 2007;
- the Longer Dated Live Cattle Security Deed dated 17 September 2007;
- the Longer Dated Natural Gas Security Deed dated 17 September 2007;
- the Longer Dated Nickel Security Deed dated 17 September 2007;
- the Longer Dated Silver Security Deed dated 17 September 2007;
- the Longer Dated Soybean Meal Security Deed dated 14 December 2012;
- the Longer Dated Soybean Oil Security Deed dated 17 September 2007;
- the Longer Dated Soybeans Security Deed dated 17 September 2007;
- the Longer Dated Sugar Security Deed dated 17 September 2007;
- the Longer Dated Wheat Security Deed dated 17 September 2007;
- the Longer Dated Zinc Security Deed dated 17 September 2007;
- the Classic WTI Crude Oil A Security Deed dated 19 June 2020;
- the Classic Carbon Security Deed dated 9 August 2021;
- the Longer Dated Cocoa Security Deed dated 14 December 2022;
- the Longer Dated Lead Security Deed dated 14 December 2022;
- the Longer Dated Tin Security Deed dated 14 December 2022; and
- the Classic California Carbon Security Deed dated 29 March 2023

- (c) the Facility Agreement dated 29 June 2017 (as amended) between the Issuer and MLI a summary of the principal terms of which is set out in Part 5 (*Description of Facility Agreements and Commodity Contracts*) and a deed of novation dated 29 June 2017 between the Issuer, Merrill Lynch Commodities, Inc. (“**MLCI**”), MLI and the Trustee under which the obligations of MLCI in respect of Commodity Contracts entered into with MLCI prior to 27 October 2017 were assumed by MLI;
- (d) the BAC Guarantee, a summary of the principal terms of which is set out in Part 5 (*Description of Facility Agreements and Commodity Contracts*);
- (e) the Facility Agreement dated 29 June 2017 (as amended) between the Issuer and CGML, a summary of the principal terms of which is set out in Part 5 (*Description of Facility Agreements and Commodity Contracts*);
- (f) the Citigroup Guarantee, a summary of the principal terms of which is set out in Part 5 (*Description of Facility Agreements and Commodity Contracts*);
- (g) Capital Adjustment Agreements dated 29 June 2017 and 9 August 2021 between the Issuer and MLI pursuant to which MLI agrees to pay monthly to the Issuer the Management Fee and the Licence Allowance in respect of the Commodity Contracts to which it is party and the Issuer and MLI agree that the Capital Adjustment:
 - (i) for the Dollar Commodity Contracts will be at a rate equal to the rate per annum which is the most recent weekly auction high rate for four-week US Treasury Bills;
 - (ii) for the Euro Commodity Contract will be a rate equal to the €STR rate per annum,

and in each case less a Spread agreed between the Issuer and MLI (currently agreed to be 0.45 per cent. per annum in respect of the Dollar Classic Securities and Euro Securities and 0.6 per

cent. per annum in respect of the Longer Dated Securities) less the Management Fee rate notified to MLI by the Issuer (currently being 0.49 per cent. per annum in respect of the Bloomberg-linked Classic Commodity Securities and Longer Dated Securities, 0.49 per cent. per annum in respect of the Solactive-linked Dollar Commodity Securities and 0.35 per cent. per annum in respect of the Euro Securities) and the Licence Allowance rate notified to MLI by the Issuer (currently being 0.05 per cent. per annum).

(h) Capital Adjustment Agreements dated 29 June 2017 and 9 August 2021 between the Issuer and CGML pursuant to which CGML agrees to pay monthly to the Issuer the Management Fee and the Licence Allowance in respect of the Commodity Contracts to which it is party and the Issuer and CGML agree that the Capital Adjustment:

(i) for the Dollar Commodity Contracts will be at a rate equal to the rate per annum which is the most recent weekly auction high rate for four-week US Treasury Bills;

(ii) for the Euro Commodity Contract will be a rate equal to the €STR rate per annum,

and in each case less a Spread agreed between the Issuer and CGML (currently agreed to be 0.45 per cent. per annum in respect of the Dollar Classic Securities and Euro Securities and 0.6 per cent. per annum in respect of the Longer Dated Securities) less the Management Fee rate notified to CGML by the Issuer (currently being 0.49 per cent. per annum in respect of the Bloomberg-linked Classic Commodity Securities and Longer Dated Securities, 0.49 per cent. per annum in respect of the Solactive-linked Dollar Commodity Securities and 0.35 per cent. per annum in respect of the Euro Securities) and the Licence Allowance rate notified to CGML by the Issuer (currently being 0.05 per cent. per annum).

(i) the Calculation Agency Agreement dated 29 June 2017 between the Issuer, CGML and MLI;

(j) the Security Agreement between the Issuer and MLI, a summary of the principal terms of which is set out in Part 5 (*Description of Facility Agreements and Commodity Contracts*);

(k) the Security Agreement between the Issuer and CGML, a summary of the principal terms of which is set out in Part 5 (*Description of Facility Agreements and Commodity Contracts*);

(l) the Collateral Account Control Agreement between the Issuer, MLI and The Bank of New York Mellon, a summary of the principal terms of which is set out in Part 5 (*Description of Facility Agreements and Commodity Contracts*);

(m) the Collateral Account Control Agreement between the Issuer, CGML and The Bank of New York Mellon, a summary of the principal terms of which is set out in Part 5 (*Description of Facility Agreements and Commodity Contracts*);

(n) the following Authorised Participant Agreements, a summary of the principal terms of which is set out in paragraph 3 below:

(i) an Authorised Participant Agreement between the Issuer, ManJer and ABN AMRO Clearing Bank N.V. dated 21 September 2006;

(ii) an Authorised Participant Agreement between the Issuer, ManJer and CGML dated 29 August 2017;

(iii) an Authorised Participant Agreement between the Issuer, ManJer and DRW Global Markets Ltd dated 14 December 2020;

(iv) an Authorised Participant Agreement between the Issuer, ManJer and Goldenberg Hehmeyer LLP dated 17 April 2012;

(v) an Authorised Participant Agreement between the Issuer, ManJer and Merrill Lynch International dated 21 March 2007;

(vi) an Authorised Participant Agreement between the Issuer, ManJer and Morgan Stanley & Co. International plc dated 4 October 2006;

- (vii) an Authorised Participant Agreement between the Issuer, ManJer and Susquehanna International Securities Limited dated 14 October 2009;
 - (viii) an Authorised Participant Agreement between the Issuer, ManJer and Virtu Financial Ireland Limited dated 13 December 2012;
 - (ix) an Authorised Participant Agreement between the Issuer, ManJer and Jane Street Financial Limited dated 12 March 2015;
 - (x) an Authorised Participant between the Issuer, ManJer and Optiver VOF dated 30 December 2016; and
 - (xi) an Authorised Participant between the Issuer, ManJer and BofA Securities Europe SA dated 12 June 2019.
- (o) the following Security Assignments between MLI and the Issuer securing to MLI the Secured Obligations of the Issuer in relation to the Authorised Participant Agreement to which it pertains:
- (i) Security Assignment dated 24 October 2017 between the Issuer and MLI pertaining to the Authorised Participant Agreement between the Issuer and ABN Amro Clearing Bank N.V.;
 - (ii) Security Assignment dated 24 October 2017 between the Issuer and MLI pertaining to the Authorised Participant Agreement between the Issuer and Citigroup Global Markets Limited;
 - (iii) Security Assignment dated 24 October 2017 between the Issuer and MLI pertaining to the Authorised Participant Agreement between the Issuer and Goldenberg Hehmeyer LLP;
 - (iv) Security Assignment dated 24 October 2017 between the Issuer and MLI pertaining to the Authorised Participant Agreement between the Issuer and Jane Street;
 - (v) Security Assignment dated 24 October 2017 between the Issuer and MLI pertaining to the Authorised Participant Agreement between the Issuer and Morgan Stanley & Co. International plc;
 - (vi) Security Assignment dated 24 October 2017 between the Issuer and MLI pertaining to the Authorised Participant Agreement between the Issuer and Optiver VOF;
 - (vii) Security Assignment dated 24 October 2017 between the Issuer and MLI pertaining to the Authorised Participant Agreement between the Issuer and Susquehanna International Securities Limited;
 - (viii) Security Assignment dated 24 October 2017 between the Issuer and MLI pertaining to the Authorised Participant Agreement between the Issuer and Virtu Financial Ireland Limited; and
 - (ix) Security Assignment dated 12 June 2019 between the Issuer and MLI pertaining to the Authorised Participant Agreement between the Issuer and BofA Securities Europe SA;
- (p) the following Security Assignments between CGML and the Issuer securing to CGML the Secured Obligations of the Issuer in relation to the Authorised Participant Agreement to which it pertains:
- (i) Security Assignment dated 24 October 2017 between the Issuer and CGML pertaining to the Authorised Participant Agreement between the Issuer and ABN Amro Clearing Bank N.V.;
 - (ii) Security Assignment dated 24 October 2017 between the Issuer and CGML pertaining to the Authorised Participant Agreement between the Issuer and Goldenberg Hehmeyer LLP;
 - (iii) Security Assignment dated 24 October 2017 between the Issuer and CGML pertaining to the Authorised Participant Agreement between the Issuer and Jane Street;
 - (iv) Security Assignment dated 24 October 2017 between the Issuer and CGML pertaining to the Authorised Participant Agreement between the Issuer and Merrill Lynch International;
 - (v) Security Assignment dated 24 October 2017 between the Issuer and CGML pertaining to the Authorised Participant Agreement between the Issuer and Morgan Stanley & Co. International plc;

- (vi) Security Assignment dated 24 October 2017 between the Issuer and CGML pertaining to the Authorised Participant Agreement between the Issuer and Optiver VOF;
 - (vii) Security Assignment dated 24 October 2017 between the Issuer and CGML pertaining to the Authorised Participant Agreement between the Issuer and Susquehanna International Securities Limited;
 - (viii) Security Assignment dated 24 October 2017 between the Issuer and CGML pertaining to the Authorised Participant Agreement between the Issuer and Virtu Financial Ireland Limited; and
 - (ix) Security Assignment dated 12 June 2019 between the Issuer and CGML pertaining to the Authorised Participant Agreement between the Issuer and BofA Securities Europe SA;
- (q) the Services Agreement dated 14 December 2012 whereby ManJer is responsible for supplying or procuring the supply of all management and administration services for the Issuer and for paying all the management and administration costs of the Issuer (including the fees and expenses of the Registrar and any administrator and the fees and expenses of the Trustee in relation to its role under the Trust Instrument) and the Issuer agrees to pay to ManJer the Management Fee and a processing fee representing the Application Fees and Redemption Fees which the Issuer has received (including by way of set-off). ManJer has delegated to WisdomTree UK Limited (formerly ETF Securities (UK) Limited), an affiliate company registered in England and Wales with registered number 7443535 and whose registered office is at 1 King William Street, London EC4N 7AF, certain of its duties and functions under the Services Agreement including the provision of additional marketing and back-office support functions.
- (r) the Administration Agreement dated 14 December 2012 whereby R&H Fund Services (Jersey) Limited is responsible for supplying or procuring the supply of certain administrative, company secretarial and registrar services to the Issuer as set out in schedule 1 of the Administration Agreement and for which the Issuer agrees to pay R&H Fund Services (Jersey) Limited a fee.
- R&H Fund Services (Jersey) Limited may, with the prior approval of the Issuer, delegate in whole or in part the discharge of any of its duties or functions and the exercise of any powers and discretion under the Administration Agreement.
- R&H Fund Services (Jersey) Limited is not liable to the Issuer for any error of judgement or for any loss suffered by the Issuer in connection with the subject of the Administration Agreement unless such loss arises from fraud, bad faith, wilful default or negligence in the performance or non-performance by R&H Fund Services (Jersey) Limited or persons designated by it of its obligations or duties and in particular (but without limitation) will not be liable as a result of any loss, delay, misdelivery or error in transmission of any cable or telegraphic communication or as a result of acting upon any forged transfer or request for redemption of any securities in the Issuer; and
- (s) the Registrar Agreement dated 14 December 2012 whereby the Registrar is responsible for supplying or procuring the supply of certain registrar services, including the provision of a registration and transfer office, to the Issuer as set out in schedule 1 of the Registrar Agreement and for which the Issuer agrees to pay the Registrar a fee. The Registrar may, with the Issuer's approval, delegate certain of its duties or functions under the Registrar Agreement.
- The Registrar and its officers and employees will not be liable to the Issuer for any direct damages, loss, costs, claims or expenses ("**Loss**") sustained by the Issuer or in respect of any matter relating to the Registers as a result of loss, delay, misdelivery or error in transmission of any cable, telex, telefax or telegraphic communication, or if any document accepted by the Registrar shall later be proved to be forged or otherwise defective or erroneous (except in respect of any Loss incurred by the Issuer as a result of the fraud, wilful default, bad faith or negligence of the Registrar).
- The Registrar will not be liable to the Issuer in respect of any loss, liability, claim, cost, expense (including legal expenses) or damage suffered or incurred by the Issuer as a result of the discharge of its duties and obligations under the Registrar Agreement, save where such loss, liability, claim, cost, expense or damage is suffered or incurred as a result of its fraud, wilful default, bad faith or negligence.

The aggregate liability of the Registrar to the Issuer over any 12 month period, howsoever any such liability arises, shall in no circumstances whatsoever exceed twice the amount of the fees payable by the Issuer to the Registrar in any 12 month period.

The Registrar is not liable to the Issuer for any Loss suffered or incurred by the Issuer as a result of the operation, failure, interruption or suspension of or changes to all or any part of the CREST Service (as defined in the Registrar Agreement) by Euroclear UK & Ireland Limited or as a result of any timetable changes in connection with the provision of the CREST Service by Euroclear UK & Ireland Limited. The Registrar is not liable to the Issuer for any Loss suffered or incurred by the Issuer as a result of any acts or omissions of the Registrar that the Registrar reasonably considers are required in order for it to comply with the CREST Requirements (as defined in the Registrar Agreement).

3. Authorised Participant Agreements

The Authorised Participants as at the date of this Prospectus are the persons who have entered into an Authorised Participant Agreement with the Issuer as described in paragraph 2(n) above.

The summaries below are drafted in legal language, however, details on how each of the agreements impacts on Security Holders are contained throughout this Prospectus, including in Part 1 (*General*) and Part 4 (*Description of Commodity Securities*).

Pursuant to the terms of the existing Authorised Participant Agreements referred to in paragraph 2(n) above, each Authorised Participant represents, warrants and undertakes to the Issuer that:

- (a) in relation to each member state of the European Economic Area which has implemented the Prospectus Directive (each, a “**Relevant Member State**”), with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the “**Relevant Implementation Date**”), it has not made and will not make an offer of Micro or Commodity Securities to the public in that Relevant Member State, except that it may, with effect from and including the Relevant Implementation Date, make an offer of Micro or Commodity Securities to the public in that Relevant Member State:
 - (i) in the period beginning on the date of publication of a prospectus in relation to those Micro or Commodity Securities which has been approved by the competent authority in that Relevant Member State in accordance with the Prospectus Directive or, where appropriate, published in another member state and notified to the competent authority in that Relevant Member State in accordance with Article 18 of the Prospectus Directive and ending on the date which is 12 months after the date of such publication;
 - (ii) at any time to legal entities which are authorised or regulated to operate in the financial markets or, if not so authorised or regulated, whose corporate purpose is solely to invest in securities;
 - (iii) at any time to any legal entity which has two or more of (1) an average of at least 250 employees during the last financial year; (2) a total balance sheet of more than €43,000,000, and (3) an annual turnover of more than €50,000,000, each, as shown in its last annual or consolidated accounts; or
 - (iv) at any time in any other circumstances which do not require the publication by the Issuer of a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression an “offer of Micro or Commodity Securities to the public” in relation to any Micro or Commodity Securities in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Micro or Commodity Securities to be offered so as to enable an investor to decide to purchase or subscribe for the Micro or Commodity Securities, as the same may be varied in that Relevant Member State by any measure implementing the Prospectus Directive in that Relevant Member State and the expression Prospectus Directive means Directive 2003/71/EC and includes any relevant implementing measure in each Relevant Member State;

- (b) it has only communicated or caused to be communicated, and will only communicate or cause to be communicated, any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Micro or Commodity

Securities in circumstances in which section 21(1) of the FSMA does not apply to the Issuer or any Affiliate of the Issuer;

- (c) it has complied and will comply with all applicable provisions of the FSMA and the United Kingdom financial services regime (including, without limitation, the obligation to treat customers fairly) with respect to anything done by it in relation to any Commodity Securities or Micro Securities in, from or otherwise involving the United Kingdom;
- (d) neither it nor any of its Affiliates (including any person acting on behalf of it or any of its Affiliates):
 - (i) has knowingly offered or sold or will knowingly offer or sell Commodity Securities or Micro Securities within the United States or to US Persons, whether before, on or after the relevant Application Date;
 - (ii) has knowingly offered or sold or will knowingly offer or sell Micro or Commodity Securities to a Prohibited US Person or a Prohibited Benefit Plan Investor, whether before, on or after the relevant Application Date; or
 - (iii) has engaged or will engage in any “directed selling efforts” with respect to Commodity Securities or Micro Securities.

Terms used in this paragraph 3(d) have the meanings given to them by Regulation S under the Securities Act of 1933 of the United States; and

- (e) it will not permit Commodity Securities or Micro Securities to be offered to, sold to, or purchased by persons resident for income tax purposes in Jersey (other than financial institutions in the normal course of business).

The Authorised Participants have also agreed to comply with the restrictions on offers and sales set out under the headings “European Union” and “United Kingdom” in paragraph 10 (*Selling Restrictions*) of this Part 12 (*Additional Information*).

In relation to paragraph 3(a) above, Article 46(2) of the Prospectus Regulation provides that references to the Prospectus Directive should be construed as references to the Prospectus Regulation and specific provisions in the Prospectus Directive to equivalent provisions in the Prospectus Regulation. While the interpretation of Article 46(2) of the Prospectus Regulation has yet to be formally tested, the Issuer considers that the undertakings described in paragraph 3(a) above should be construed in accordance with Article 46(2) of the Prospectus Regulation. The Issuer intends to seek the agreement of the existing Authorised Participants to update these references in due course, and to ensure that any new Authorised Participant Agreements reference the relevant provisions of the Prospectus Regulation.

Further restrictions on offers and sales of Micro and Commodity Securities and on the distribution of this Prospectus are set out in paragraph 10 of this Part 12 (*Additional Information*).

The Authorised Participant Agreements may be terminated by either party thereto at any time upon thirty days’ prior written notice to the other parties.

The Issuer may enter into agreements with institutions to act as Authorised Participants and/or market- makers which may include commitments to make markets on varying terms, but which may include commitments to maintain particular maximum spreads and minimum lot sizes.

4. Licence Agreements

ManJer has entered into an agreement with Bloomberg and UBS Securities dated as of 13 February 2018, pursuant to which the parties agreed to enter into a new licence agreement (the “**Bloomberg Licence Agreement**”) with respect to the Bloomberg Commodity IndexSM and related indices. Pursuant to the terms of the Bloomberg Licence Agreement, ManJer has been granted the right to use the Bloomberg Commodity IndexSM and related indices, including the Bloomberg (BCOM) Individual Commodity Indices for the issuance and trading of, *inter alia*, the Bloomberg-linked Micro and Commodity Securities and the right to use and refer to the trademarks of UBS Securities and Bloomberg associated with such Bloomberg (BCOM) Commodity Indices for certain purposes in connection with the issuance, distribution, marketing and promotion of, *inter alia*, the Bloomberg-linked Micro and Commodity Securities. The Bloomberg Licence Agreement also permits ManJer to post on its website delayed intra-day and settlement pricing for such Bloomberg (BCOM) Commodity

Indices. The Bloomberg Licence Agreement automatically renews on an annual basis unless terminated in accordance with the agreement.

The Issuer has the right to use the Bloomberg (BCOM) Commodity Indices and sub-indices thereof including the Bloomberg (BCOM) Individual Commodity Indices and the trademarks of UBS Securities and/or Bloomberg in connection with the issuance, marketing and promotion of the Bloomberg-linked Micro and Commodity Securities, provided it agrees to be bound by all the provisions of the Bloomberg Licence Agreement as if it were the licensee thereunder including, without limitation, those provisions imposing any obligations on ManJer.

ManJer has entered into an agreement with Solactive AG dated as of 10 June 2021 pursuant to which the parties agreed to enter into an order schedule of same date (the “**Solactive Licence Agreement**”), as amended, with respect to the Solactive Carbon Emission Allowances Rolling Futures Index and Solactive California Carbon Allowance Index. Pursuant to the terms of the Solactive Licence Agreement, ManJer has been granted the right to use the Solactive Carbon Emission Allowances Rolling Futures Index and Solactive California Carbon Allowance Index, including the right to use and refer to the trademarks associated with such index for certain purposes in connection with the issuance, distribution, marketing and promotion of, *inter alia*, the Solactive-linked Micro and Commodity Securities. The Solactive Licence Agreement also permits ManJer to disseminate index data and portfolio composition files to third parties that support trading in the Solactive-linked Micro and Commodity Securities and to publicly disseminate and display (including, without limitation, on its website) an indicative NAV in respect of the Solactive-linked Micro and Commodity Securities. The Solactive Licence Agreement has an initial license period of two years and automatically renews on an annual basis unless terminated in accordance with the agreement.

The Issuer has the right to use the Solactive Carbon Emission Allowances Rolling Futures Index and Solactive California Carbon Allowance Index and the trademarks of Solactive in connection with the issuance, marketing and promotion of the Solactive-linked Micro and Commodity Securities, provided ManJer shall be responsible to ensure that the Issuer acts in compliance with the Solactive Index Agreement.

ManJer will, out of the Licence Allowance, pay such fees as are due under the Licence Agreements from time to time.

5. ISINs and Principal Amounts of the Commodity Securities and the Micro Securities

29 classes of Classic Individual Securities and 23 classes of Longer Dated Individual Securities are specifically described in this Prospectus.

(a) **Dollar Classic Individual Securities**

The ISINs, Principal Amounts and Index Administrators of the Dollar Classic Individual Securities are as follows:

Class of Dollar Classic Individual Securities	ISIN	Principal Amount	Index Administrator
WisdomTree Aluminium	GB00B15KXN58	\$1.00000000	Bloomberg
WisdomTree Brent Crude Oil	JE00B78CGV99	\$6.25000000	Bloomberg
WisdomTree California Carbon	JE00BNG8LN89	\$3.00000000	Solactive
WisdomTree Cocoa	JE00B2QXZK10	\$0.50000000	Bloomberg
WisdomTree Coffee	GB00B15KXP72	\$0.08000000	Bloomberg
WisdomTree Copper	GB00B15KXQ89	\$3.00000000	Bloomberg
WisdomTree Corn	GB00B15KXS04	\$0.25000000	Bloomberg
WisdomTree Cotton	GB00B15KXT11	\$0.50000000	Bloomberg
WisdomTree Gas Oil	JE00B78BDZ24	\$3.75000000	Bloomberg
WisdomTree Gasoline	GB00B15KXW40	\$5.00000000	Bloomberg
WisdomTree Gold	GB00B15KXX56	\$1.00000000	Bloomberg
WisdomTree Heating Oil	GB00B15KXY63	\$3.00000000	Bloomberg
WisdomTree Kansas Wheat	JE00B8KTKH91	\$0.20000000	Bloomberg
WisdomTree Lead	JE00B2QY0436	\$3.50000000	Bloomberg
WisdomTree Lean Hogs	GB00B15KXZ70	\$0.11000000	Bloomberg
WisdomTree Live Cattle	GB00B15KY096	\$2.00000000	Bloomberg
WisdomTree Natural Gas	GB00B15KY104	\$0.00800000	Bloomberg

WisdomTree Nickel	GB00B15KY211	\$2.00000000	Bloomberg
WisdomTree Platinum	JE00B2QYOF45	\$6.50000000	Bloomberg
WisdomTree Silver	GB00B15KY328	\$2.00000000	Bloomberg
WisdomTree Soybean Meal	JE00B931G598	\$6.25000000	Bloomberg
WisdomTree Soybean Oil	GB00B15KY435	\$1.00000000	Bloomberg
WisdomTree Soybeans	GB00B15KY542	\$2.00000000	Bloomberg
WisdomTree Sugar	GB00B15KY658	\$0.65000000	Bloomberg
WisdomTree Tin	JE00B2QY0H68	\$3.50000000	Bloomberg
WisdomTree Wheat	GB00B15KY765	\$0.05000000	Bloomberg
WisdomTree WTI Crude Oil	GB00B15KXV33	\$1.15788560	Bloomberg
WisdomTree Zinc	GB00B15KY872	\$1.00000000	Bloomberg

(b) ***Euro Classic Individual Securities***

The ISINs, Principal Amounts and Index Administrators of the Euro Classic Individual Securities are as follows:

Class of Euro Classic Individual Securities	ISIN	Principal Amount	Index Administrator
WisdomTree Carbon	JE00BP2PWW32	€3.00000000	Solactive

(c) ***Dollar Longer Dated Individual Securities***

The ISINs, Principal Amounts and Index Administrators of the Dollar Longer Dated Individual Securities are as follows:

Class of Dollar Longer Dated Individual Securities	ISIN	Principal Amount	Index Administrator
WisdomTree Aluminium Longer Dated	JE00B24DLR27	\$1.00000000	Bloomberg
WisdomTree Brent Crude Oil Longer Dated	JE00B78CP782	\$7.75000000	Bloomberg
WisdomTree Coffee Longer Dated	JE00B24DLS34	\$0.50000000	Bloomberg
WisdomTree Copper Longer Dated	JE00B24DLT41	\$5.00000000	Bloomberg
WisdomTree Corn Longer Dated	JE00B24DLV62	\$0.50000000	Bloomberg
WisdomTree Cotton Longer Dated	JE00B24DLW79	\$0.50000000	Bloomberg
WisdomTree Gas Oil Longer Dated	JE00B4L6KM69	\$4.45000000	Bloomberg
WisdomTree Gasoline Longer Dated	JE00B24DLY93	\$8.00000000	Bloomberg
WisdomTree Gold Longer Dated	JE00B24DLZ01	\$1.00000000	Bloomberg
WisdomTree Heating Oil Longer Dated	JE00B24DM021	\$5.00000000	Bloomberg
WisdomTree Kansas Wheat Longer Dated	JE00B931G598	\$1.75000000	Bloomberg
WisdomTree Lean Hogs Longer Dated	JE00B24DM138	\$3.00000000	Bloomberg
WisdomTree Live Cattle Longer Dated	JE00B24DM245	\$1.50000000	Bloomberg
WisdomTree Natural Gas Longer Dated	JE00B24DM351	\$0.55000000	Bloomberg
WisdomTree Nickel Longer Dated	JE00B24DM468	\$5.00000000	Bloomberg
WisdomTree Silver Longer Dated	JE00B24DM575	\$1.50000000	Bloomberg
WisdomTree Soybean Meal Longer Dated	JE00B8W43C80	\$3.50000000	Bloomberg
WisdomTree Soybean Oil Longer Dated	JE00B24DM682	\$1.00000000	Bloomberg
WisdomTree Soybeans Longer Dated	JE00B24DM799	\$1.00000000	Bloomberg
WisdomTree Sugar Longer Dated	JE00B24DM807	\$1.50000000	Bloomberg
WisdomTree Wheat Longer Dated	JE00B24DM914	\$1.00000000	Bloomberg
WisdomTree WTI Crude Oil Longer Dated	JE00B24DLX86	\$8.00000000	Bloomberg
WisdomTree Zinc Longer Dated	JE00B24DMB32	\$1.50000000	Bloomberg

In addition 18 categories of Classic Index Securities and ten categories of Longer Dated Index Securities are specifically described in this Prospectus.

(d) ***Dollar Classic Index Securities***

The ISINs, Principal Amounts and Index Administrators (as at 10 March 2023) of the Dollar Classic Index Securities are as follows:

Category of Dollar Classic Index Securities	ISIN	Principal Amount	Index Administrator
WisdomTree Agriculture	GB00B15KYH63	\$0.676247390	Bloomberg
WisdomTree Broad Commodities	GB00B15KY989	\$1.759900940	Bloomberg
WisdomTree Energy	GB00B15KYB02	\$1.002626468	Bloomberg
WisdomTree Broad Commodities Ex-Energy	GB00B15KYD26	\$1.340136550	Bloomberg
WisdomTree Grains	GB00B15KYL00	\$0.522184650	Bloomberg
WisdomTree Industrial Metals	GB00B15KYG56	\$2.409949000	Bloomberg
WisdomTree Livestock	GB00B15KYG92	\$0.772309940	Bloomberg
WisdomTree Petroleum	GB00B15KYC19	\$2.342458600	Bloomberg
WisdomTree Precious Metals	GB00B15KYF40	\$1.319867000	Bloomberg
WisdomTree Softs	GB00B15KYJ87	\$0.397538580	Bloomberg
WisdomTree Broad Commodities Ex-Agriculture and Livestock	JE00B6SV8B36	\$2.138301410	Bloomberg
WisdomTree Broad Commodities Ex-Industrial Metals	JE00B6TL6S53	\$2.702041356	Bloomberg
WisdomTree Broad Commodities Ex-Precious Metals	JE00B6YTKX71	\$3.207116162	Bloomberg
WisdomTree Broad Commodities Ex-Agriculture	JE00B73CZX99	\$1.983797660	Bloomberg
WisdomTree Broad Commodities Ex-Livestock	JE00B73JV547	\$3.376333324	Bloomberg
WisdomTree Broad Commodities Ex-Softs	JE00B6SVDR49	\$2.352190132	Bloomberg
WisdomTree Broad Commodities Ex-Grains	JE00B6WG8H09	\$3.187024994	Bloomberg
WisdomTree Broad Commodities Ex-Petroleum	JE00B644BV75	\$2.909396968	Bloomberg

(e) ***Dollar Longer Dated Index Securities***

The ISINs, Principal Amounts and Index Administrators (as at 10 March 2023) of the Dollar Longer Dated Index Securities are as follows:

Category of Dollar Longer Dated Index Securities	ISIN	Principal Amount	Index Administrator
WisdomTree Broad Commodities Longer Dated	JE00B24DMC49	\$3.78446315	Bloomberg
WisdomTree Energy Longer Dated	JE00B24DMD55	\$4.62476355	Bloomberg
WisdomTree Petroleum Longer Dated	JE00B24DMF79	\$8.02884090	Bloomberg
WisdomTree Broad Commodities Ex-Energy Longer Dated	JE00B24DMG86	\$2.55077325	Bloomberg
WisdomTree Precious Metals Longer Dated	JE00B24DMH93	\$1.19637900	Bloomberg
WisdomTree Industrial Metals Longer Dated	JE00B24DMJ18	\$3.11261300	Bloomberg
WisdomTree Agriculture Longer Dated	JE00B24DMK23	\$1.87752300	Bloomberg
WisdomTree Softs Longer Dated	JE00B24DML30	\$1.59041750	Bloomberg

WisdomTree Livestock Longer Dated	JE00B24DMM47	\$2.70544500	Bloomberg
WisdomTree Grains Longer Dated	JE00B24DMN53	\$1.43415250	Bloomberg

30 classes of Classic Micro Securities and 26 classes of Longer Dated Micro Securities are specifically described in this Prospectus.

(f) **Dollar Classic Micro Securities**

The ISINs, Principal Amounts and Index Administrators of the Dollar Classic Micro Securities are as follows:

Class of Dollar Classic Micro Securities	ISIN	Principal Amount	Index Administrator
Aluminium	GB00B16TD867	\$0.00000100	Bloomberg
Brent Crude	JE00B75GVD18	\$0.00000625	Bloomberg
California Carbon	JE00BNG8LP04	\$0.00000300	Solactive
Cocoa	JE00B2QXZD43	\$0.00000050	Bloomberg
Coffee	GB00B16TD974	\$0.00000008	Bloomberg
Copper	GB00B16TDB98	\$0.00000300	Bloomberg
Corn	GB00B16TDC06	\$0.00000025	Bloomberg
Cotton	GB00B16TDD13	\$0.00000050	Bloomberg
Gas Oil	JE00B5MW7M94	\$0.00000375	Bloomberg
Gasoline	GB00B16TDG44	\$0.00000500	Bloomberg
Gold	GB00B16TDH50	\$0.00000100	Bloomberg
Heating Oil	GB00B16TDJ74	\$0.00000300	Bloomberg
Kansas Wheat	JE00B99BG862	\$0.00000020	Bloomberg
Lead	JE00B2QXZY55	\$0.00000350	Bloomberg
Lean Hogs	GB00B16TDK89	\$0.00000011	Bloomberg
Live Cattle	GB00B16TDL96	\$0.00000200	Bloomberg
Natural Gas	GB00B16TDM04	\$0.00000008	Bloomberg
Nickel	GB00B16TDN11	\$0.00000200	Bloomberg
Platinum	JE00B2QY0766	\$0.00000650	Bloomberg
Silver	GB00B16TDP35	\$0.00000200	Bloomberg
Soybean Meal	JE00B99BGC07	\$0.00000625	Bloomberg
Soybean Oil	GB00B16TDQ42	\$0.00000100	Bloomberg
Soybeans	GB00B16TDR58	\$0.00000200	Bloomberg
Sugar	GB00B16TDS65	\$0.00000065	Bloomberg
Tin	JE00B2QYOD21	\$0.00000350	Bloomberg
Wheat	GB00B16TDT72	\$0.00000005	Bloomberg
WTI Crude Oil	GB00B16TDF37	\$0.00000115	Bloomberg
WTI Crude Oil A	GB00BMG6PK01	\$0.00000080	Bloomberg
Zinc	GB00B16TDV94	\$0.00000100	Bloomberg

(g) **Euro Classic Micro Securities**

The ISINs, Principal Amounts and Index Administrators of the Euro Classic Micro Securities are as follows:

Class of Dollar Classic Micro Securities	ISIN	Principal Amount	Index Administrator
Carbon	JE00BP2PWV25	€0.00000300	Solactive

(h) **Dollar Longer Dated Micro Securities**

The ISINs, Principal Amounts and Index Administrators of the Dollar Longer Dated Micro Securities are as follows:

Class of Dollar Longer Dated Micro Securities	ISIN	Principal Amount	Index Administrator
Longer Dated Aluminium	JE00B24F1W31	\$0.00000100	Bloomberg
Longer Dated Brent Crude	JE00B6SCJ466	\$0.00000775	Bloomberg

Longer Dated Cocoa	JE00BP9Q4T00	\$0.00000100	Bloomberg
Longer Dated Coffee	JE00B24F1X48	\$0.00000050	Bloomberg
Longer Dated Copper	JE00B24F1Y54	\$0.00000500	Bloomberg
Longer Dated Corn	JE00B24F1Z61	\$0.00000050	Bloomberg
Longer Dated Cotton	JE00B24F2084	\$0.00000050	Bloomberg
Longer Dated Gas Oil	JE00B6TQQT14	\$0.00000445	Bloomberg
Longer Dated Gasoline	JE00B24F2209	\$0.00000800	Bloomberg
Longer Dated Gold	JE00B24F2316	\$0.00000100	Bloomberg
Longer Dated Heating Oil	JE00B24F2423	\$0.00000500	Bloomberg
Longer Dated Kansas Wheat	JE00B93KRR51	\$0.00000175	Bloomberg
Longer Dated Lead	JE00BP9Q4S92	\$0.00000300	Bloomberg
Longer Dated Lean Hogs	JE00B24F2530	\$0.00000300	Bloomberg
Longer Dated Live Cattle	JE00B24F2647	\$0.00000150	Bloomberg
Longer Dated Natural Gas	JE00B24F2753	\$0.00000055	Bloomberg
Longer Dated Nickel	JE00B24F2860	\$0.00000500	Bloomberg
Longer Dated Silver	JE00B24F2977	\$0.00000150	Bloomberg
Longer Dated Soybean Oil	JE00B24F2B92	\$0.00000100	Bloomberg
Longer Dated Soybean Meal	JE00B93PLP62	\$0.00000350	Bloomberg
Longer Dated Soybeans	JE00B24F2C00	\$0.00000100	Bloomberg
Longer Dated Sugar	JE00B24F2D17	\$0.00000150	Bloomberg
Longer Dated Tin	JE00BP9Q4V22	\$0.00000300	Bloomberg
Longer Dated Wheat	JE00B24F2F31	\$0.00000100	Bloomberg
Longer Dated WTI Crude Oil	JE00B24F2191	\$0.00000800	Bloomberg
Longer Dated Zinc	JE00B24F2G48	\$0.00000150	Bloomberg

Micro and Commodity Securities may also be issued under this Prospectus in respect of any other commodity index calculated and published by Bloomberg or UBS AG (or any of its Affiliates) in accordance with the Handbook or, in the case of index securities, comprised of any classes of Micro Securities, provided that the Issuer can create matching Commodity Contracts under a Facility Agreement. To the extent that this Prospectus does not provide full details of such type or types of Micro and Commodity Securities, such additional details (including the name, ISIN number and Principal Amount thereof and details of the relevant commodity index or, in the case of index securities, the relevant classes and numbers of Micro Securities) will be specified in the applicable Final Terms or a supplementary prospectus supplemental hereto.

As referred to in Part 4 (*Description of Commodity Securities*) and Condition 20, the Issuer has the right under the Trust Instrument at any time to consolidate or divide all of the Micro and Commodity Securities of any Pool into Micro and Commodity Securities of the same Pool but with a proportionately larger or smaller Principal Amount and Price. Consolidated or divided Micro and Commodity Securities may also be issued under this Prospectus and, to the extent that this Prospectus does not provide full details of such consolidated or divided Micro and Commodity Securities, such additional details (including the name, ISIN number and Principal Amount thereof) will be specified in the applicable Final Terms or a supplementary prospectus supplemental hereto.

6. Sources

The information given under the heading “Composition and Weightings” in Part 3 (*The Bloomberg Commodity Index Family and the Solactive Carbon Emissions Index*) is sourced from the applicable Handbook.

Aluminium

The statements under the heading “Aluminium” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau, and the United States Geological Survey website <http://www.usgs.gov>

Brent Crude

The statements under the heading “Brent Crude” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the website of Platts (<https://www.spglobal.com/commodityinsights/enPlatts>), a division of The McGraw-Hill Companies.

Cocoa

The statements under the heading “Cocoa” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the website of the International Cocoa Organization <https://www.icco.org/about-cocoa/growing-cocoa.html>.

Coffee

The statements under the heading “Coffee” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau, and the International Coffee Organization website <http://www.ico.org>.

Copper

The statements under the heading “Copper” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau, and the International Copper Study Group website, <http://www.icsg.org>, and the Copper Development Association <http://www.copperalliance.org.uk>.

Corn

The statements under the heading “Corn” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau.

Cotton

The statements under the heading “Cotton” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau.

Crude Oil

The statements under the heading “Crude Oil” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) that over the past several decades oil has been the world’s foremost source of primary energy consumption, and that the behaviour of the Organization of the Petroleum Exporting Countries (OPEC) is often the key to price developments in the world crude oil market are derived from the International Energy Outlook, published by the Energy Information Administration.

EUA Emissions Allowances

The statements under the heading “EUA Emissions” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the website of Nasdaq (<https://www.nasdaq.com/solutions/eua-carbon-emission-futures-options>).

Further information is also available on the ICE Futures Europe website <https://www.theice.com/products/197/EUA-Futures>.

California Carbon Allowances

The statements under the heading “California Carbon Allowances” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from California’s Air Resources Board’s website: <https://ww2.arb.ca.gov/our-work/programs/compliance-offset-program>.

Gas Oil

The statements under the heading “Gas Oil” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the Nationwide Fuels website <https://www.nationwidefuels.co.uk/oil-guides/>.

Gasoline

The statements under the heading “Gasoline” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005 published by the Commodity Research Bureau.

Gold

The statements under the heading “Gold” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the Thomson Reuters GFMS Limited Gold Survey 2018 and World Gold Council.

Heating Oil

The statements under the heading “Heating Oil” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau.

Kansas Wheat

The statements under the heading “Kansas Wheat” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the United States Department of Agriculture (<http://www.ers.usda.gov/topics/crops/wheat.aspx>) and the Kansas City Board of Trade (<http://www.cmegroup.com/trading/agricultural/grain-and-oilseed/kc-wheat.html>).

Lead

The statements under the heading “Lead” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the website of the International Lead and Zinc Study Group (<http://www.ilzsg.org>) and the International Lead Association <https://www.ila-lead.org>.

Lean Hogs

The statements under the heading “Lean Hogs” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau.

Live Cattle

The statements under the heading “Live Cattle” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau.

Natural Gas

The statements under the heading “Natural Gas” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau.

Nickel

The statements under the heading “Nickel” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau and the Nickel Institute <http://www.nickelinstitute.org>.

Platinum

The statements under the heading “Platinum” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the website of the International Platinum Group Metals Association (<http://www.ipa-news.com/pgm/platinum/index.htm>), and Johnson Matthey (<http://www.platinum.matthey.com>).

Silver

The statements under the heading “Silver” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau, and the Silver Institute website <http://www.silverinstitute.org>.

Soybean Meal

The statements under the heading “Soybean Meal” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from United States Department of Agriculture

<https://www.ers.usda.gov/topics/crops/soybeans-oil-crops/> and the Chicago Board of Trade (<https://www.cmegroup.com/search.html?q=soybean%20meal>) and The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau.

Soybean Oil

The statements under the heading “Soybean Oil” in Part 9 (Commodities, Commodity and Futures Markets, and Exchanges) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau.

Soybeans

The statements under the heading “Soybeans” in Part 9 (Commodities, Commodity and Futures Markets, and Exchanges) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau.

Sugar

The statements under the heading “Sugar” in Part 9 (Commodities, Commodity and Futures Markets, and Exchanges) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau.

Tin

The statements under the heading “Tin” in Part 9 (Commodities, Commodity and Futures Markets, and Exchanges) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau and the International Tin Association, www.internationaltin.org, and the U.S. Geological Survey website <http://www.usgs.gov>

Wheat

The statements under the heading “Wheat” in Part 9 (Commodities, Commodity and Futures Markets, and Exchanges) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau, and the United States Department of Agriculture’s Economic Research Service.

Zinc

The statements under the heading “Zinc” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from The CRB Commodity Yearbook 2005, published by the Commodity Research Bureau, and the International Lead and Zinc Study Group website <http://www.ilzsg.org>.

Futures Markets

The statements under the heading “Futures Markets” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the Commodity Futures Trading Commission website, <http://www.cftc.gov>, and the Chicago Mercantile Exchange website (<https://www.cmegroup.com/>).

Exchanges

The statements under the heading “CBOT (Chicago Board of Trade)” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the Chicago Board of Trade website (<https://www.cmegroup.com/>).

The statements under the heading “CME (Chicago Mercantile Exchange)” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the Chicago Mercantile Exchange website (<https://www.cmegroup.com/>).

The statements under the heading “KCBT (Kansas City Board of Trade)” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the Kansas City Board of Trade (<https://www.cmegroup.com/>).

The statements under the heading “LME (London Metal Exchange)” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the London Metal Exchange website, <http://www.lme.com>.

The statements under the heading “ICE Futures U.S.” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the Intercontinental Exchange website <http://www.theice.com>.

The statements under the heading “NYMEX (The New York Mercantile Exchange, Inc.)” in Part 9 (*Commodities, Commodity and Futures Markets, and Exchanges*) are derived from the New York Mercantile Exchange website <http://www.cmegroup.com>.

To the extent that the information referred to in this paragraph 6 above has been sourced from a third party, such information has been accurately reproduced and, so far as the Issuer is aware and is able to ascertain from information published by the referenced third party source, no facts have been omitted which would render the reproduced information inaccurate or misleading.

None of the documents or websites referred to in this paragraph 6 above are incorporated into or form part of this Prospectus for the purposes of the Prospectus Regulation or the Prospectus Regulation Rules.

7. General

(a) The Issuer’s auditors since 3 December 2019 are Ernst & Young LLP of Liberation House, Castle Street, St Helier, Jersey JE1 1EY. Ernst & Young LLP is a registered auditor with the Institute of Chartered Accountants in England and Wales. The Issuer’s auditors were previously KPMG Channel Islands Limited of 37 Esplanade, St Helier, Jersey, Channel Islands JE4 8WQ, who audited the Issuer’s annual accounts in accordance with national law from 4 December 2015 to 3 December 2019. Ernst & Young LLP is a registered auditor with the Institute of Chartered Accountants in England and Wales. The annual reports of the Issuer for the years ended 31 December 2020 and 31 December 2021 as published by the Issuer through the Regulatory News Service of the London Stock Exchange on 30 April 2021 and 4 May 2022 respectively are incorporated in this document by reference and are available at the Issuer’s website at <https://www.wisdomtree.eu/en-gb/resource-library/prospectus-and-regulatory-reports#tab-2A942D42-5AA1-4008-9080-3C2DADB050A7> (under the ‘Regulatory Reports’ section and the ‘WisdomTree Jersey Issuer Tax Information’ tab, the documents listed above are entitled ‘WisdomTree Commodity Securities Ltd – Annual Account 2020’ and ‘WisdomTree Commodity Securities Limited – Annual Account 2021’) and at the registered office of the Issuer as set out in paragraph 8 of Part 12 (*Additional Information*). The financial statements of the Issuer are prepared in accordance with International Financial Reporting Standards. The annual audited accounts of the Issuer will generally be published within four months of year end, currently 31 December in each year. Half-yearly unaudited accounts will generally be published within two months of the mid-year end, currently 30 June in each year. Each of the annual audited accounts and half-yearly unaudited accounts will be made available on the Issuer’s website at <https://www.wisdomtree.eu/en-gb/resource-library/prospectus-and-regulatory-reports#tab-%202A942D42-5AA1-4008-9080-3C2DADB050A7> under the ‘Regulatory Reports’ section and the ‘WisdomTree Jersey Issuer Tax Information’ tab, the documents listed above are entitled ‘ETFS Commodity Securities Ltd – Interim Accounts’).

(b) The Issuer’s financial statements are presented in US Dollars. The value of any assets and liabilities denominated in currencies other than US Dollars is converted into US Dollars at rates quoted by independent sources.

The valuation of the assets and liabilities of the Issuer attributable to any Pool is determined under the supervision of the Board.

The Commodity Contracts constitute an asset of the Issuer. For the purposes of the valuation of the Issuer’s assets, the Commodity Contracts are valued at the Price as at the date of valuation.

(c) There has been no material adverse change in the financial position or prospects of the Issuer since the date of its last published audited financial statements on 31 December 2021.

(d) There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) during a period of 12 months preceding the date of this Prospectus, which may have or have had in the recent past significant effect on the Issuer’s financial position or profitability.

(e) Application will be made to Euronext Dublin for all Micro and Commodity Securities issued and to be issued within 12 months of the date of this Prospectus to be admitted to the Official List and trading

on its regulated market. Admission to trading on Euronext Dublin is technical only and investors should be aware that there is no trading facility for the Micro and Commodity Securities there.

- (f) All Micro and Commodity Securities in issue at the date of this Prospectus have been admitted to the UK Official List and admitted to trading on the Main Market of the London Stock Exchange. Applications have been made to the FCA for all Micro Securities, Individual Securities and Index Securities issued within 12 months from the date of this Prospectus to be admitted to the UK Official List and to the London Stock Exchange for all such Micro Securities, Individual Securities and Index Securities to be admitted to trading on the Main Market.
- (g) Admission to the UK Official List and to trading on the Main Market of the London Stock Exchange are not offers made under the Prospectus Regulation, or admission to trading on a regulated market for the purposes of the Prospectus Regulation, as it applies in the European Union, but are such offers and admission to trading for the purposes of the UK Prospectus Regulation.
- (h) The Issuer intends to publish annual financial statements each year and Final Terms as required by the Prospectus Regulation, the Prospectus Regulation Rules, the Listing Rules, the Transparency Rules and the Transparency Directive. Each pricing day the Issuer will publish Prices, Multipliers, Capital Adjustments and Collateral Yields in respect of the Micro and Commodity Securities on its website as described under the heading “Pricing and Trading of Commodity Securities” in Part 1 (*General*). The Issuer does not intend to provide post-issuance information in respect of the underlying assets.
- (i) The classes and number of Micro Securities comprised in each category of Classic Index Security as at the date of this Prospectus and which have been in effect since 14 January 2023 are set out in the tables below:

Table 1 – Number of Classic Micro Securities in each class of Classic Index Security on 14 January 2023

Number of Micro Classic Securities in each class of Classic Index Security on 14 January 2023				
Classes of Micro Securities	All Commodities	Energy	Petroleum	Ex-Agriculture & Livestock
Natural Gas	60,715,470	73,706,421		105,440,670
WTI Crude Oil	109,320	131,759	747,369	189,662
Brent Crude	18,428	22,211	125,969	31,970
Unleaded Gasoline	5,815	7,007	39,751	10,088
Heating Oil	11,084	13,357	75,776	19,227
Low Sulphur Gas Oil	10,517	12,674	71,892	18,243
		Industrial Metals		
Aluminium	142,934	1,281,916		248,641
Copper (COMEX)	16,861	151,398		29,297
Zinc	33,334	299,297		57,904
Nickel	11,926	106,617		20,694
Lead	5,398	46,088		9,460
		PM		
Gold	84,223	833,405		146,156
Silver	24,564	243,231		42,615
		Livestock		
Live Cattle	65,732	273,160		
Lean Hogs	494,993	2,054,454		
		Agriculture	Grains	

Wheat	428,413	844,479	1,144,397	
Kansas Wheat	60,916	120,219	162,879	
Corn	475,601	939,489	1,272,196	
Soybeans	21,374	42,221	57,170	
Soybean Meal	4,296	8,485		
Sugar	29,728	58,726	159,086	
Cotton	57,061	112,386	303,338	
Coffee	334,880	657,203	1,780,796	
Soybean Oil	45,912	90,693		

Classes of Micro Securities

Number of Micro Classic Securities in each class of Classic Index Security on 14 January 2023.
These are the numbers until the next rebalancing (scheduled for January 2024)

	Ex-Energy	Ex-Agriculture	Ex-Grains	Ex-Industrial Metals	Ex-Livestock	Ex-Petroleum	Ex-Precious Metals	Ex-Softs
Natural Gas		84,998,115	125,807,248	108,220,607	130,242,088	124,482,691	119,748,119	84,768,589
WTI Crude Oil		152,905	226,455	194,806	234,497	-	215,533	152,576
Brent Crude		25,774	38,176	34,475	39,530	-	36,333	25,722
Unleaded Gasoline		8,134	12,045	11,830	12,473	-	11,465	8,116
Heating Oil		15,503	22,960	28,881	23,775	-	21,848	15,466
Low Sulphur Gas Oil		14,708	21,780	26,270	22,555	-	20,732	14,675
Aluminium	205,304	200,400	296,749	-	306,629	293,298	281,717	199,376
Copper (COMEX)	24,263	23,615	34,970	-	36,168	34,656	33,234	23,524
Zinc	48,024	46,676	69,132	-	71,505	68,599	65,705	46,503
Nickel	17,195	16,685	24,709	-	25,586	24,546	23,518	16,650
Lead	7,585	7,618	11,254		11,584	10,833	10,645	7,534
Gold	121,323	117,829	174,463	139,487	180,664	173,225	-	117,562
Silver	35,405	34,353	50,881	42,975	52,687	50,547	-	34,284
Live Cattle	94,748	91,940	136,163	118,299	-	135,266	129,597	91,742
Lean Hogs	711,951	692,559	1,025,125	797,329	-	1,016,325	976,020	691,117
Wheat	615,512	-	-	647,967	918,995	878,739	844,802	598,086
Kansas Wheat	87,664	-	-	99,104	130,666	125,152	120,117	85,043
Corn	685,529	-	-	886,659	1,020,171	978,696	937,654	663,773
Soybeans	30,807	-	-	41,209	45,847	43,980	42,137	29,830
Soybean Meal	6,191	-	-	8,724	9,212	8,840	8,469	5,993
Sugar	42,854	-	61,581	56,526	63,768	61,178	58,610	-
Cotton	81,823	-	118,258	80,904	122,405	116,805	112,532	-
Coffee	477,443	-	694,892	354,842	718,424	681,508	660,507	-

Soybean Oil	66,178	-	95,103	86,326	98,479	94,476	90,514	64,078
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- (j) The classes and number of Longer Dated Micro Securities comprised in each category of Longer Dated Index Security as at the date of this Prospectus and which have been in effect since 14 January 2023 are set out in the tables below:

Table 2 – Number of Longer Dated Micro Securities in each class of Longer Dated Index Security on 14 January 2023

Number of Micro Longer Dated Securities in each class of Longer Dated Index Security on 14 January 2023				
Classes of Micro Securities	All Commodities	Energy		Ex-Energy
Natural Gas	921,111	3,194,538		
WTI Crude Oil	41,583	144,179	Petroleum	
Brent Crude	37,772	130,906		
Unleaded Gasoline	5,167	17,913		
Heating Oil	13,023	45,151		
Low Sulphur Gas Oil	21,438	74,327		
		Industrial Metals		
Aluminium	226,984	1,200,025		236,370
Copper (COMEX)	28,051	148,351		29,237
Zinc	59,491	314,382		62,078
Nickel	20,148	105,871		21,006
Lead	11,174	56,635		11,444
		Precious Metals		
Gold	214,310	848,184		223,371
Silver	58,636	232,130		61,129
		Livestock		
Live Cattle	73,817	652,854		76,964
Lean Hogs	65,058	575,388		67,831
		Agriculture	Grains	
Wheat	299,716	449,939		312,201
Kansas Wheat	90,330	135,588		94,079
Corn	432,581	649,686		451,012
Soybeans	51,418	77,223		53,609
Soybean Meal	15,141	22,744		15,789
			Softs	
Sugar	40,568	60,932		42,300
Cotton	53,996	80,916		56,053
Coffee	637,349	953,256		659,039
Soybean Oil	66,684	100,151		69,524

- (k) The securitised assets backing the issue, being the Commodity Contracts, the MLI Facility Agreement, the MLI Security Agreement, the MLI Control Agreement, the BAC Guarantee, the CGML Facility Agreement, the CGML Security Agreement, the CGML Control Agreement and the CGMH Guarantee, have characteristics that demonstrate the capacity to produce funds to service any payments due and payable on the Micro and Commodity Securities.

8. Documents Available for Inspection

For the duration of the Programme or so long as any Micro and Commodity Securities remain outstanding, copies of the following documents will be available for inspection during normal business hours on any weekday (Saturdays, Sundays and public holidays excepted) at the registered office of the Issuer in printed form:

- (a) the Memorandum and Articles of Association of the Issuer;
- (b) the Services Agreement;
- (c) the form of Authorised Participant Agreements;
- (d) the form of Security Assignments;
- (e) the Trust Instrument and the Short and Leveraged Trust Instrument and supplemental trust instruments thereto;
- (f) the Security Deeds and deeds of amendment thereto; and
- (g) the annual audited accounts and half-yearly unaudited accounts of the Issuer.

Copies of this Prospectus and the documents listed above are available free of charge from WisdomTree Management Jersey Limited, Ordnance House, 31 Pier Road, St. Helier, Jersey JE4 8PW.

The documents listed at 8(a) and (g) are available at the Issuer's website at <https://www.wisdomtree.eu/en-gb/resource-library/prospectus-and-regulatory-reports#tab-2A942D42-5AA1-4008-9080-3C2DADB050A7> under the 'WisdomTree Jersey Issuer Tax Information' tab.

The documents listed at 8(b) – (f) above are available at the Issuer's Website at <https://www.wisdomtree.eu/en-gb/resource-library/prospectus-and-regulatory-reports#tab-020C6C52-778F-4B7F-A4D5-D541C3EAABB3> under the 'Documents for Inspection' tab.

No documents referred to in the above documents are themselves incorporated into this Prospectus and other than the published audit reports and audited accounts of the Issuer for the year ended 31 December 2020 and 31 December 2021, no other documents, including the contents of any websites or web pages referred to in this Prospectus, form part of this Prospectus for purposes of the Prospectus Regulation or the Prospectus Regulation Rules.

9. Jersey Law Consents

This Prospectus is prepared, and a copy of it has been sent to the Jersey Financial Services Commission, in accordance with the Collective Investment Funds (Certified Funds – Prospectuses) (Jersey) Order 2012.

The Issuer has obtained a certificate under the Collective Investment Funds (Jersey) Law, 1988, as amended, (the "CIF Law") to enable it to undertake its functions in relation to Commodity Securities. The Jersey Financial Services Commission is protected by the CIF Law against liability arising from the discharge of its functions thereunder.

Each of ManJer, R&H Fund Services (Jersey) Limited and the Registrar is registered under the Financial Services (Jersey) Law, 1998, as amended, (the "Financial Services Law") to enable it to undertake its functions in relation to the Commodity Securities. The Jersey Financial Services Commission is protected by the Financial Services Law against liability arising from the discharge of its functions thereunder.

The Jersey Financial Services Commission does not take any responsibility for the financial soundness of the Issuer or for the correctness of any statements made or expressed in this Prospectus.

10. Selling Restrictions

The Micro and Commodity Securities are not subject to any restrictions on transferability. The following restrictions on offer and sales apply:

European Union

In relation to each Member State of the European Economic Area which has implemented the Prospectus Regulation (each, a “**Relevant Member State**”), with effect from and including the date on which the Prospectus Regulation is implemented in that Relevant Member State (the “**Relevant Implementation Date**”) no offer of Micro and Commodity Securities may be made to the public in that Relevant Member State, except that, with effect from and including the Relevant Implementation Date, an offer of Micro and Commodity Securities may be made in that Relevant Member State:

- (a) at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;
- (b) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation); or
- (c) at any time in any other circumstances falling within Article 1(4) of the Prospectus Regulation

provided that no such offer of Micro and Commodity Securities shall require the Issuer or any Authorised Participant to publish a prospectus pursuant to the Prospectus Regulation or supplement a base prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this paragraph, the expression an “**offer of Micro and Commodity Securities to the public**” in relation to any Micro and Commodity Securities in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Micro and Commodity Securities to be offered so as to enable an investor to decide to purchase or subscribe for Micro and Commodity Securities, as the same may be varied in that Relevant Member State by any measure implementing the Prospectus Regulation in that Relevant Member State and the expression “Prospectus Regulation” means Regulation (EU) 2017/1129 (and amendments thereto) and includes any relevant implementing measure in each Relevant Member State.

United Kingdom

No offer of Micro and Commodity Securities may be made to the public in the United Kingdom, save that an offer of Micro and Commodity Securities may be made in the United Kingdom:

- (a) at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;
- (b) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation); or
- (c) at any time in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of Micro and Commodity Securities shall require the Issuer or any Authorised Participant to publish a prospectus pursuant to the Prospectus Regulation or supplement a base prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this paragraph, the expression an “**offer of Micro and Commodity Securities to the public**” in relation to any Micro and Commodity Securities means the communication in any form and by any means of sufficient information on the terms of the offer and the Micro and Commodity Securities to be offered so as to enable an investor to decide to purchase or subscribe for Micro and Commodity Securities, as the same may be varied in the United Kingdom by any measure implementing the Prospectus Regulation in the United Kingdom and the expression “Prospectus Regulation” means Regulation (EU) 2017/1129 (and amendments thereto) as it applies in the United Kingdom pursuant to the European Union (Withdrawal) Act 2018 and includes any relevant implementing measure in the United Kingdom.

In addition, no invitation or inducement to engage in investment activity (within the meaning of section 21 of FSMA) in connection with the issue or sale of any Micro and Commodity Securities may be communicated or caused to be communicated by any person except in circumstances in which section 21(1) of FSMA does not apply to the Issuer or any Affiliate of the Issuer.

United States

The Issuer has imposed the restrictions described below on the Programme so that the Issuer will not be required to register the offer and sale of Micro and Commodity Securities under the Securities Act, so that the Issuer will not have an obligation to register as an investment company under the Investment Company Act and related rules and to address certain ERISA (defined below), U.S. Internal Revenue Code and other

considerations. These restrictions, which will remain in effect until the Issuer determines in its sole discretion to remove them, may adversely affect the ability of holders of Micro and Commodity Securities to trade them.

Micro and Commodity Securities have not been and will not be registered under the Securities Act or any other applicable law of the United States. Micro and Commodity Securities are being offered and sold only outside the United States to non-US persons in reliance on the exemption from registration provided by Regulation S of the Securities Act.

The Issuer has not been and does not intend to become registered as an investment company under the Investment Company Act and related rules. Micro and Commodity Securities and any beneficial interest therein may not be reoffered, resold, pledged or otherwise transferred in the United States or to US persons. If the Issuer determines that any Security Holder is a Prohibited US Person (being a US Person who is not a “qualified purchaser” as defined in the Investment Company Act), the Issuer may redeem the Micro and Commodity Securities held by that Security Holder in accordance with the provisions of the Conditions under the heading “Compulsory Redemption by the Issuer or Trustee” (Condition 9).

The Micro and Commodity Securities may not be purchased with plan assets of any “employee benefit plan” within the meaning of section 3(3) of the United States Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”), subject to Part 4. Subtitle B of Title I of ERISA, any “plan” to which section 4975 of the United States Internal Revenue Code of 1986, (the “**Code**”) applies (collectively, “**Plans**”), any entity whose underlying assets include “plan assets” of any of the foregoing Plans within the meaning of 29 C.F.R. Section 2510.3-101 or section 3(42) of ERISA, as they may be modified, by reason of a Plan’s investment in such entity, any governmental or church plan that is subject to any U.S. Federal, state or local law that is similar to the prohibited transaction provisions of ERISA or Section 4975 of the Code, or any person who holds Commodity Securities on behalf of, for the benefit of or with any assets of any such Plan or entity (a “**Prohibited Benefit Plan Investor**”). If the Issuer determines that any Security Holder is a Prohibited Benefit Plan Investor, the Issuer may redeem the Micro and Commodity Securities held by that Security Holder in accordance with the provisions of the Conditions under the heading “Compulsory Redemption by the Issuer or Trustee” (Condition 9).

Further restrictions on offers and sales of Micro and Commodity Securities and on the distribution of this Prospectus are set out in paragraph 3 of Part 12 (*Additional Information*).

11. Consent to use of Prospectus by Financial Intermediaries in certain Member States and the United Kingdom

The Issuer has consented to the use of this Prospectus, and has accepted responsibility for the content of this Prospectus, with respect to subsequent resale or final placement by way of public offer of the Micro or Commodity Securities in any of Austria, Belgium, Denmark, Finland, France, Germany, Ireland, Italy, Luxembourg, the Netherlands, Norway, Poland, Spain, Sweden and by any financial intermediary which is an investment firm within the meaning of EU Directive 2014/65/EU (the Markets in Financial Instruments Directive, as amended) (“**MiFID II**”) and which is authorised in accordance with MiFID II in any member state. The Issuer has also consented to the use of this Prospectus in the United Kingdom, and has accepted responsibility for the content of this Prospectus, with respect to subsequent resale or final placement by way of public offer of the Micro and Commodity securities in the United Kingdom by any financial intermediary which is an investment firm within the meaning of FSMA and which is authorised under Part 4A of FSMA. Each such consent applies to any such resale or final placement by way of public offer during the period of 12 months from the date of this Prospectus unless such consent is withdrawn prior to that date by notice published on the Issuer’s website.

In the event of an offer being made by a financial intermediary, this financial intermediary will provide information to investors on the terms and conditions of the offer at the time the offer is made. Any financial intermediary using this Prospectus for the purpose of any offering must state on its website that it uses this Prospectus in accordance with the consent given and the conditions attached thereto.

It is a condition of this consent that, where the financial intermediary wishes to resell or make a final placement by way of public offer of the Micro and Commodity Securities, such financial intermediary may not reuse this Prospectus for such purpose unless it is in those Public Offer Jurisdictions identified in the Final Terms, provided such offer is made during the Offer Period specified in the applicable Final Terms. The financial intermediary may not otherwise reuse this Prospectus to sell Micro and Commodity Securities.

In the event of a public offer in one or more Public Offer Jurisdictions, the Micro or Commodity Securities may be offered and sold to persons in the relevant Public Offer Jurisdiction who are legally eligible to participate in a public offering of such securities in such jurisdiction under applicable laws and regulations.

12. Data Protection

Privacy notice

Please refer to the privacy notice on the website of the Issuer at <https://www.wisdomtree.eu>. The privacy notice sets out your individual rights; and identifies how personal data will be used, stored, transferred or otherwise processed is available on the website of the Issuer.

Personal data will typically include name, address, email address, telephone number and any other information an investor or his or her adviser may supply.

Use of information

The information which is provided by or on behalf of a prospective individual investor in connection with its application for Micro and Commodity Securities or which is subsequently provided by or on behalf of a prospective individual investor or individual investor (personal data) will be held and processed by the Issuer in compliance with the relevant data protection legislation (Data Protection Legislation).

The Issuer shall act as data controller for the purposes of the Data Protection Legislation.

Personal data will be held and processed by the Issuer and/or the Issuer's service providers for the following purposes:

- (i) verifying the identity of prospective investors for the purpose of complying with the statutory and regulatory requirements of the Issuer and any service provider to the Issuer in relation to anti- money laundering in Jersey or elsewhere;
- (ii) evaluating and complying with any anti-money laundering, regulatory and tax requirements in respect of the Issuer;
- (iii) meeting the legal, regulatory, reporting and/or financial obligations of the Issuer or any service provider to the Issuer in Jersey or elsewhere including, without limitation, with respect to compliance with the US Foreign Account Tax Compliance Act and the OECD common reporting standard or any legislation, regulations or guidance enacted in any jurisdiction that seeks to implement a similar tax reporting or withholding tax regime;
- (iv) any purpose ancillary to the foregoing;
- (v) any purpose in connection with the issue, transfer, redemption and registration of Micro and Commodity Securities and/or the management and operation of the Issuer.

In certain circumstances it may be necessary for the Issuer or the Issuer's service providers to:

- (i) disclose personal data to third party service providers or agents or advisers appointed to provide services for the purpose of operating the Issuer or in connection with the issuance, transfer, redemption and registration of Micro and Commodity Securities; and/or
- (ii) transfer personal data outside of the European Economic Area to countries or territories which do not offer the same level of protection for the rights and freedoms of investors as Jersey.

If such a disclosure or transfer of personal data is made, the Issuer will, where appropriate, ensure that contracts are in place to ensure that any third party service provider or agent to whom the personal data is disclosed or transferred is bound to provide an adequate level of protection in respect of such data.

Third parties supplying personal data

Persons who provide personal data relating to individuals other than themselves to the Issuer and / or its service providers are responsible for informing any such individual of the disclosure and use of such data as described above; and for drawing to the attention of such individuals the privacy notice referred to above.

GDPR representative

The Issuer has designated WisdomTree Ireland Limited as its representative in the EU pursuant to Article 27 of the General Data Protection Regulation and WisdomTree UK Limited as its representative in the UK pursuant to the Data Protection Act 2018.

ANNEX 1
FORM OF FINAL TERMS

Pro Forma Final Terms for an issue by WisdomTree Commodity Securities Limited under the Programme for the Issue of WisdomTree Commodity Securities. This form of Final Terms is used when Micro and Commodity Securities are to be admitted to trading on a regulated market and/or the Main Market other than in conjunction with an offer thereof to the public in one or more member states, for example, to Authorised Participants.

FINAL TERMS

Dated [•] 20[•]

WISDOMTREE COMMODITY SECURITIES LIMITED

LEI: 21380068Q1JSIAN4FO63

(Incorporated and registered in Jersey under the Companies (Jersey) Law 1991 (as amended) with registered number 90959)

(the “Issuer”)

Programme for the Issue of WisdomTree Commodity Securities

Issue of

[number] [class] [Micro/Individual/Index] Securities

(the “WisdomTree Commodity Securities”)

These Final Terms (as referred to in the base prospectus as supplemented from time to time (the “Prospectus”) dated 29 March 2023 in relation to the above Programme) relates to the issue of the WisdomTree Commodity Securities referred to above. The WisdomTree Commodity Securities have the terms provided for in the Trust Instrument dated 21 September 2006 as amended and supplemented by trust instruments supplemental thereto between the Issuer and The Law Debenture Trust Corporation p.l.c. as trustee constituting the WisdomTree Commodity Securities. Words and expressions used in these Final Terms bear the same meaning as in the Prospectus.

These Final Terms have been prepared for the purpose of (1) filing with a competent authority (within the meaning of the Prospectus Regulation) for the purpose of Article 8(4) of the Prospectus Regulation and (2) filing with the FCA for the purposes of Article 8(4) of the UK Prospectus Regulation only. These Final Terms must be read in conjunction with the Prospectus and any supplement, which are published in accordance with Article 21 of the Prospectus Regulation and Article 21 of the UK Prospectus Regulation on the website of the Issuer: <https://www.wisdomtree.eu/>. In order to get the full information both the Prospectus (and any supplement) and these Final Terms must be read in conjunction. A summary of the individual issue is annexed to these Final Terms.

The particulars in relation to this issue of WisdomTree Commodity Securities are as follows:

Issue Date: [●]

Class or Category: [●]

Creation Price: [●]

ISIN: [●]

Aggregate Number of WisdomTree Commodity Securities to which these Final Terms apply: [●]

Estimated net proceeds of issue of the WisdomTree Commodity Securities to which these Final Terms apply: [●]

Maximum number/amount of WisdomTree Commodity Securities that may be issued of the Class or Category being issued pursuant to these Final Terms [●]

Exchange[s] on which WisdomTree Commodity Securities are admitted to trading [London Stock Exchange*]
[Frankfurt Stock Exchange]
[Borsa Italiana S.p.A]
[Euronext Amsterdam]
[NYSE Euronext Paris]

* Please note that admission to the UK Official List and to trading on the Main Market of the London Stock Exchange are not offers or admission to trading made under the Prospectus Regulation but are such offers and admission to trading for the purposes of the UK Prospectus Regulation.

Past and future performance and volatility of underlying index [●]

ANNEX
FORM OF ISSUE SPECIFIC SUMMARY

(Issuer to annex form of issue specific summary to the Final Terms)

ANNEX 2
FORM OF FINAL TERMS – PUBLIC OFFERS

Pro Forma Final Terms for an offer of WisdomTree Commodity Securities to the public under the Programme for the Issue of WisdomTree Commodity Securities.

FINAL TERMS

Dated [•] 20[•]

WISDOMTREE COMMODITY SECURITIES LIMITED

LEI: 21380068Q1JSIAN4FO63

(Incorporated and registered in Jersey under the Companies (Jersey) Law 1991 (as amended) with registered number 90959)

(the “Issuer”)

Programme for the Issue of WisdomTree Commodity Securities

Issue of

[number] [class] [Micro/Individual/Index] Securities

(the “WisdomTree Commodity Securities”)

These Final Terms (as referred to in the base prospectus as supplemented from time to time (the “**Prospectus**”) dated 29 March 2023 in relation to the above Programme) relates to the issue of the WisdomTree Commodity Securities referred to above. The WisdomTree Commodity Securities have the terms provided for in the trust instrument dated 21 September 2006 as amended and supplemented by trust instruments supplemental thereto between the Issuer and The Law Debenture Trust Corporation p.l.c. as trustee constituting the WisdomTree Commodity Securities. Words and Expressions used in these Final Terms bear the same meaning as in the Prospectus. The particulars in relation to this issue of WisdomTree Commodity Securities are as follows:

These Final Terms have been prepared for the purpose of (1) filing with a competent authority (within the meaning of the Prospectus Regulation) for the purpose of Article 8(4) of the Prospectus Regulation and (2) filing with the FCA for the purposes of Article 8(4) of the UK Prospectus Regulation only. These Final Terms must be read in conjunction with the Prospectus and any supplement, which are published in accordance with Article 21 of the Prospectus Regulation and Article 21 of the UK Prospectus Regulation on the website of the Issuer <https://www.wisdomtree.eu/>. In order to get the full information both the Prospectus (and any supplement) and these Final Terms must be read in conjunction. A summary of the individual issue is annexed to these Final Terms.

An offer of the Micro and Commodity Securities may be made (other than pursuant to Article 1(4) of the Prospectus Regulation) by the Issuer or by [• with LEI [•]] (each a “**Permitted Offeror**”) in [Austria, Belgium, Denmark, Finland, France, Germany, Ireland, Italy, Luxembourg, the Netherlands, Norway, Poland, Spain and Sweden] [the United Kingdom (please note that such offers in the United Kingdom will not be offers made pursuant to the Prospectus Regulation)] (“**Public Offer Jurisdictions**”) during the period from [•] until [•] (the “**Offer Period**”).

The particulars in relation to this issue of WisdomTree Commodity Securities are as follows:

Issue Date:	[●]
Class or Category:	[●]
ISIN:	[●]
Creation Price:	[●]
Aggregate Number of WisdomTree Commodity Securities to which these Final Terms apply:	[●]
Estimated net proceeds of issue of the WisdomTree Commodity Securities to which these Final Terms apply:	[●]
Maximum number/amount of WisdomTree Commodity Securities that may be issued of the Class or Category being issued pursuant to these Final Terms:	[●]
Total amount of the offer; if the amount is not fixed, description of the arrangement and time for announcing to the public the amount of the offer:	[●]

Terms and Conditions of the Offer

Offer Price:	[●]
Conditions to which the offer is subject:	[●]
The time period, including any possible amendments, during which the offer will be open and a description of the application process:	[●]
Details of the minimum and/or maximum amount of application:	[●]
Details of the method and time limits for paying up and delivering the WisdomTree Commodity Securities:	[●]
Manner in and date on which results of the offer are to be made public:	[●]
Whether tranche(s) have been reserved for certain countries:	[●]
Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made:	[●]
Amount of any expenses and taxes specifically charged to the subscriber or purchaser:	[●]
Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place:	[●]
Name and address of any paying agents and depository agents in each country:	[●]
Entities agreeing to underwrite the issue on a firm commitment basis, and entities agreeing to place the issue without a firm commitment or under "best efforts" arrangements. Where not all of the issue is underwritten, a statement of the portion not covered:	[●]
When the underwriting agreement has been or will be reached:	[●]

Name and address of a calculation agent:	[●]
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Exchange[s] on which WisdomTree Commodity Securities are admitted to trading	[London Stock Exchange*] [Frankfurt Stock Exchange] [Borsa Italiana S.p.A] [Euronext Amsterdam] [NYSE Euronext Paris]
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[Euronext Dublin]

* Please note that admission to the UK Official List and to trading on the Main Market of the London Stock Exchange are not offers or admission to trading made under the Prospectus Regulation but are such offers and admission to trading for the purposes of the UK Prospectus Regulation.

Past and future performance and volatility of underlying index

[●]

ANNEX

FORM OF ISSUE SPECIFIC SUMMARY

(Issuer to annex form of issue specific summary to the Final Terms)