



## **WisdomTree Commodity Securities Limited** *(formerly ETFS 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 Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 (as amended) (the “**Prospectus Regulation**”).

This Prospectus has been approved by the Financial Conduct Authority (“**FCA**”) as competent authority under the Prospectus Regulation. The FCA only approves this base 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 base prospectus. Investors should make their own assessment as to the suitability of investing in the Micro and Commodity Securities.

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** and may be supplemented or replaced from time to time to reflect any significant new factor, material mistake or 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in the event of significant new factors, material mistakes or material inaccuracies does not apply when a prospectus is no longer valid.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 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) and any Final Terms issued are available at <https://www.wisdomtree.eu>.

**Programme for the Issue of  
WisdomTree Commodity Securities**

**Important Information**

**A. Approvals**

A copy of this document which comprises a base prospectus relating to the Micro and Commodity 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 13 (*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 (EU) and pursuant to the prospectus regulation rules ("**Prospectus Regulation Rules**") made under sections 73A and 84 of the Financial Services and Markets Act 2000, as amended at the date hereof and has been made available to the public in the United Kingdom for the purpose of section 85 of that Act. 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 document. 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 has been made to the FCA for all Micro and Commodity Securities issued within 12 months of the date of this document to be admitted to the 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 (being part of the London Stock Exchange's Regulated Market for the purposes of Directive 2014/65/EU of the European Parliament and of the Council (the Markets in Financial Instruments Directive), as amended).

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

**Nothing in this document 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, 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, 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, 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, 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, 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, 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, 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, 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 section 87G of FSMA, the Issuer will either prepare and make available an appropriate amendment or supplement to this document which shall constitute a supplementary prospectus as required by Article 23 of the Prospectus Regulation and/or section 87G of FSMA or prepare and make available a further base prospectus in compliance with Article 3 of the Prospectus Regulation and/or the Prospectus Regulation Rules.

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			<p><i>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 FCA and notified to the competent authority in each European jurisdiction into which the product is passported. Completed Final Terms documents are available on the website of the Issuer at <a href="https://www.wisdomtree.eu">https://www.wisdomtree.eu</a>.</i></p>
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## 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.

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.

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.

#### *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) as a pandemic. National governments and supranational organisations in multiple states have taken steps designed to protect their populations from coronavirus disease (COVID-19), including requiring or encouraging home working, the cancellation of sporting, cultural and other events and restricting or discouraging gatherings of people. While it is difficult to predict how these steps, and public sentiment, will affect the prices of commodities and hence the Prices of the Micro and Commodity Securities, the prices and volatility of commodity prices may be affected and such effects may be significant and may be long-term in nature. As of the date of the Prospectus the Issuer is unable to quantify the potential impact of COVID-19 on the Issuer and the on each of the Classic Micro and Commodity Securities and the Longer Dated Micro and Commodity Securities.

#### *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 set in US Dollars. 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 US Dollar and that other currency.

#### *Tracking Error and Liquidity Risk*

At any time, the price at which Micro Classic Securities, Classic Commodity Securities, Micro Longer Dated Securities and Longer Dated 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 Micro and 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). 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).

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

#### *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.

Bloomberg 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 loss.

## **Commodity Risk Factors**

### *Roll-Yield*

Each Individual Commodity Index is priced off a Designated Contract (a futures contract of specific maturity) 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.

As time passes, the contract expiring in October may be replaced by a contract for delivery in November. 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 "roll yield" which would tend to be positive for the relevant Individual Commodity Index and the relevant Micro and Commodity Securities. While some of the contracts included in the Commodity Indices have historically exhibited consistent periods of backwardation, backwardation may not exist at all times.

Moreover, certain of the commodities reflected in the Commodity Indices, 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" which would tend to be negative for the relevant Individual Commodity Index and the relevant Micro and Commodity Securities.

The existence of contango in a particular commodity market could result in negative "roll yields", which could adversely affect the value of the Commodity Indices and 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 Index<sup>SM</sup> are different to those used in the Bloomberg Commodity Index 3 Month Forward<sup>SM</sup>, 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 Forward<sup>SM</sup> or one of its sub-indices and not the Bloomberg Commodity Index<sup>SM</sup> or one of its sub-indices. The Bloomberg Commodity Index 3 Month Forward<sup>SM</sup> is determined as of a certain date by reference to futures contracts for the same commodities as the Bloomberg Commodity Index<sup>SM</sup> but for the Bloomberg Commodity Index 3 Month Forward<sup>SM</sup>, the contracts that would be the Lead Future and Next Future for the Bloomberg Commodity Index<sup>SM</sup> in three calendar months are instead the Lead Future and Next Future in the current calendar month for the Bloomberg Commodity Index 3 Month Forward<sup>SM</sup>. 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 Forward<sup>SM</sup> may result in the Bloomberg Commodity Index 3 Month Forward<sup>SM</sup> having significantly better or worse performance and greater or lesser volatility than that for the Bloomberg Commodity Index<sup>SM</sup>. 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 Index<sup>SM</sup>.

#### *Change of Longer Dated Index*

The Facility Agreements allow for a change in the 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.

#### *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 Bloomberg in conjunction with UBS Securities and may be changed from time to time. The termination or replacement of any Designated Contract or Designated Month Contract and/or the change to a Roll Period may have an adverse impact on the value of an Individual Commodity 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 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 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 by Bloomberg*

The Issuer is not affiliated with Bloomberg or UBS Securities 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 Commodity Indices or related indices (including the Individual Commodity Indices). The policies of UBS Securities and Bloomberg concerning the calculation of the level of the Commodity Indices or related indices (including the Individual Commodity Indices), additions, deletions or substitutions of Commodity Indices components and the manner in which changes affecting the Commodity Indices components are reflected in the Commodity Indices could adversely affect the value of the Commodity Indices or related indices (including the Individual Commodity Indices) and, therefore, the market value of the Micro and Commodity Securities.

Additional commodity futures contracts may satisfy the eligibility criteria for inclusion on the Commodity Indices, and commodity futures contracts currently included in the 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 Commodity Indices, for calculating their respective values in order to assure that the Commodity Indices represent an adequate measure of market performance or for other reasons, or for calculating the values of the Commodity Indices or related indices (including the Individual Commodity Indices). Any such changes could adversely affect the market value of the Micro and Commodity Securities.

Under the MLI Facility Agreement and the Calculation Agency Agreement, MLI has agreed that in the event Bloomberg 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 the same methodology and processes for each individual commodity as are used from time to time for the calculation of the Commodity Indices, 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 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 will 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 Bloomberg, 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 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 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 Commodity Indices or components and the value of the 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 Commodity Indices and related

indices and/or UBS Securities and Bloomberg may license the Commodity Indices or related indices 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 loss to Security Holders. For example, a market maker in a financial instrument linked to the performance of the 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 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, 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*

Bloomberg announced on 7 May 2020 that, with effect from 18 May 2020, any Individual Commodity 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, 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. 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.

## **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 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) which could adversely affect potential or 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. SRR 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 29 March 2017, the UK Government gave notice under Article 50 of the Treaty of the European Union of the UK's intention to leave the EU. On 31 January 2020, the UK ceased to be a Member State of the EU. This cessation is subject to a withdrawal agreement between the UK and the remaining EU Member States which provides for a transition period lasting until December 2020 during which EU law continues to apply to the UK as if it remained a Member State.

Whilst the medium to long-term consequences of the decision to leave the EU remain uncertain, there could be short-term volatility which could have a negative impact on general economic conditions in the UK and business and consumer confidence in the UK, which may in turn have a negative impact elsewhere in the EU and more widely. The longer-term consequences may be affected by the terms of any future arrangements the UK has with the remaining Member States of the EU. Among other things, the UK's departure from the EU could lead to instability in the foreign exchange markets, including volatility in the value of the pound sterling or the euro.

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.

No assurance can be given that such matters would not 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, it is unclear to what extent, if at all, arrangements will be put in place between the UK and the Member States of the European Union following the end of the transition period. Depending on the terms of any such arrangements, the potential effect on the legal and regulatory environment applicable to the Programme and to investors is unclear and may have adverse and/or unforeseeable consequences. As at the date of this Prospectus (a) the UK has enacted the European Union (Withdrawal) Act 2018 which provides a framework for the "onshoring" of "retained EU law" as at the date on which the UK leaves the EU; and (b) HM Treasury and other UK government departments are in the process of preparing subordinate legislation necessary to give effect to that. This is still ongoing and many of the relevant laws are in draft form.



## 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 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 Commodity Indices?**

The 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.

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

The Micro and Commodity Securities provide exposure (before fees and adjustments and in the absence of Market Disruption Events) to movements in the Commodity Indices, such that if the level of a Commodity Index falls the Price of the relevant Micro or Commodity Security will also fall (and vice versa).

### **How does the Issuer back its exposure to the 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 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 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 a Commodity Index the same as investing in the underlying commodities?**

An investment in a Commodity Index is not the same as investing directly in the underlying commodities. Importantly, an investment in a 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 a Commodity Index?**

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

### **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 a Commodity Index is not published due to a Market Disruption Event then the Calculation Agent will use a special value of the relevant 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 a Commodity Index where, for example, certain events occur which disrupt trading in the commodities that are comprised within the underlying 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 US Dollars) 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 (which will usually be the case), the legal “holder” will either be the entity nominated by the clearing system as the depository for the Micro and Commodity Securities or the person entered in the register 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, 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, 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:

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

<b>Classic Index Securities</b>	<b>LSE code</b>
WisdomTree Broad Commodities (formerly ETFS All Commodities)	AIGC
WisdomTree Energy (formerly ETFS Energy)	AIGE
WisdomTree Petroleum (formerly ETFS Petroleum)	AIGO
WisdomTree Broad Commodities Ex-Energy (formerly ETFS Ex-Energy)	AIGX
WisdomTree Precious Metals (formerly ETFS Precious Metals)	AIGP
WisdomTree Industrial Metals (formerly ETFS Industrial Metals)	AIGI
WisdomTree Agriculture (formerly ETFS Agriculture)	AIGA
WisdomTree Softs (formerly ETFS Softs)	AIGS
WisdomTree Livestock (formerly ETFS Livestock)	AIGL
WisdomTree Grains (formerly ETFS Grains)	AIGG
WisdomTree Broad Commodities Ex-Agriculture and Livestock (formerly ETFS Ex-Agriculture & Livestock)	XFRM
WisdomTree Broad Commodities Ex-Industrial Metals (formerly ETFS Ex-Industrial Metals)	XIND
WisdomTree Broad Commodities Ex-Precious Metals (formerly ETFS Ex-Precious Metals)	XPMT
WisdomTree Broad Commodities Ex-Agriculture (formerly ETFS Ex-Agriculture)	XAGR
WisdomTree Broad Commodities Ex-Livestock (formerly ETFS Ex-Livestock)	XLST
WisdomTree Broad Commodities Ex-Softs (formerly ETFS Ex-Softs)	XSFT
WisdomTree Broad Commodities Ex-Grains (formerly ETFS Ex-Grains)	XGRA
WisdomTree Broad Commodities Ex-Petroleum (formerly ETFS 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:

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

**Longer Dated Index Securities**

	<b>LSE code</b>
WisdomTree Broad Commodities Longer Dated (formerly ETFS Longer Dated All Commodities)	FAIG
WisdomTree Energy Longer Dated (formerly ETFS Longer Dated Energy)	ENEF
WisdomTree Petroleum Longer Dated (formerly ETFS Longer Dated Petroleum)	FPET
WisdomTree Broad Commodities Ex-Energy Longer Dated (formerly ETFS Longer Dated Ex-Energy)	EXEF
WisdomTree Precious Metals Longer Dated (formerly ETFS Longer Dated Precious Metals)	FPRE
WisdomTree Industrial Metals Longer Dated (formerly ETFS Longer Dated Industrial Metals)	FIND
WisdomTree Agriculture Longer Dated (formerly ETFS Longer Dated Agriculture)	FAGR
WisdomTree Softs Longer Dated (formerly ETFS Longer Dated Softs)	SOFF
WisdomTree Livestock Longer Dated (formerly ETFS Longer Dated Livestock)	FLIV
WisdomTree Grains Longer Dated (formerly ETFS Longer Dated Grains)	GRAF

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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 Commodity Indices, are used with the permission of Bloomberg and UBS Securities.



## DEFINITIONS AND INTERPRETATION

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

<b>“Acceptable Credit Rating”</b>	means a long term senior debt credit rating of at least BBB+ from S&P and of at least Baa1 from Moody’s
<b>“Administration Agreement”</b>	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
<b>“Affiliate”</b>	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, <b>“control”</b> of any entity or person means ownership of a majority of the voting power of the entity or person
<b>“Aggregate Outstanding Contracts Price”</b>	means in respect of any day and a Commodity Contract Counterparty the aggregate of (i) the sum 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)
<b>“Agreed Pricing”</b>	has the meaning given in Condition 8.1(b)
<b>“Agreed Redemption Form”</b>	means a notice in the form prescribed from time to time by the Issuer requesting Redemption of Micro and Commodity Securities using Agreed Pricing
<b>“Applicant”</b>	means an Authorised Participant who makes an Application for Commodity Securities
<b>“Application”</b>	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 document and in accordance with the provisions of the relevant Authorised Participant Agreement
<b>“Application Fee”</b>	means the fee payable by an Applicant to the Issuer in respect of the issue of Commodity Securities
<b>“Application Form”</b>	means the application form to be used in connection with the Programme

<b>“Application Moneys”</b>	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
<b>“Authorised Participant”</b>	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
<b>“Authorised Participant Agreement”</b>	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
<b>“Authorised Person”</b>	means a person who is authorised for the purposes of the FSMA
<b>“BAC”</b>	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
<b>“BAC Group”</b>	means BAC and its Affiliates, and includes MLI
<b>“BAC Guarantee”</b>	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
<b>“BG Micro Securities”</b>	means the Brent Crude Micro Securities, the Gas Oil Micro Securities, the Brent Crude Micro Longer Dated Securities and the Gas Oil Micro Longer Dated Securities
<b>“BG Securities”</b>	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
<b>“Bloomberg”</b>	means Bloomberg L.P. and/or Bloomberg Finance L.P. and/or the Affiliate of either of them
<b>“Bloomberg Commodity Index<sup>SM</sup>”</b>	means the Bloomberg Commodity Index <sup>SM</sup> (formerly known as the Dow Jones – UBS Commodity Index <sup>SM</sup> ), calculated and published by Bloomberg, further information on which can be found in Part 3 ( <i>The Bloomberg Commodity Index Family</i> )

<b>“Bloomberg Commodity Index 3 Month Forward<sup>SM</sup>”</b>	means the Bloomberg Commodity Index 3 Month Forward <sup>SM</sup> (formerly known as the Dow Jones – UBS Commodity Index 3 Month Forward <sup>SM</sup> ), calculated and published by Bloomberg, further information on which can be found in Part 3 ( <i>The Bloomberg Commodity Index Family</i> )
<b>“BNYM” or “Securities Intermediary”</b>	means the securities intermediary under each Security Agreement and includes The Bank of New York Mellon
<b>“Board”</b>	means the board of directors of the Issuer
<b>“Business Day”</b>	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
<b>“Calculation Agency Agreement”</b>	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
<b>“Calculation Agent”</b>	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
<b>“Cancellation Notice”</b>	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
<b>“Capital Adjustment”</b>	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
<b>“Capital Adjustment Agreement”</b>	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
<b>“category”</b>	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
<b>“CBOT”</b>	means The Board of Trade of the City of Chicago, Inc.
<b>“cents”</b>	means United States cents, equal to one hundredth of a US Dollar
<b>“Certificated” or “Certificated Form”</b>	means not in Uncertificated Form
<b>“CGMH”</b>	means Citigroup Global Markets Holdings Inc., a corporation incorporated in the State of New York
<b>“CGML”</b>	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

<b>“CGML Capital Adjustment Agreement”</b>	means the agreement entitled “Capital Adjustment Agreement relating to Classic and Longer Dated Commodity Contracts” dated 29 June 2017 between the Issuer and CGML
<b>“CGML Control Agreement”</b>	means the collateral account control agreement entered into between the Issuer, CGML and the Securities Intermediary dated 29 June 2017
<b>“CGML Facility Agreement”</b>	means the Facility Agreement dated 29 June 2017 between the Issuer and CGML
<b>“CGML Security Agreement”</b>	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
<b>“CGML Short and Leveraged Facility Agreement”</b>	means the agreement dated 29 June 2017 between the Issuer and CGML entitled “CGML Facility Agreement relating to Short and Leveraged Commodity Contracts”
<b>“CIP”</b>	means “Commodity Index Percentage” as defined in the Handbook from time to time
<b>“Citigroup Guarantee”</b>	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
<b>“Citigroup Group”</b>	means CGMH and its Affiliates, and includes CGML
<b>“class”</b>	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
<b>“Classic Commodity Contract”</b>	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
<b>“Classic Commodity Security”</b>	means Classic Individual Securities and Classic Index Securities
<b>“Classic Index Securities”</b>	means an Index Security of a category specified in the relevant list in paragraph 5 of Part 13 ( <i>Additional Information</i> )
<b>“Classic Individual Securities”</b>	means an Individual Security of a class specified in the relevant list in paragraph 5 of Part 13 ( <i>Additional Information</i> )
<b>“Classic Micro and Commodity Securities” or “Classic Securities”</b>	means Micro Classic Securities, Classic Index Securities and Classic Individual Securities and <b>“Classic Micro or Commodity Securities”</b> means any of them
<b>“Cleared Funds”</b>	means immediately available funds

<b>“CLPT Micro Securities”</b>	means the Cocoa Micro Securities, Lead Micro Securities, Platinum Micro Securities and Tin Micro Securities
<b>“CLPT Securities”</b>	means the WisdomTree Cocoa Individual Securities, WisdomTree Lead Individual Securities, WisdomTree Platinum Individual Securities and WisdomTree Tin Individual Securities
<b>“CME”</b>	means Chicago Mercantile Exchange Inc.
<b>“CME Group” and “CME Group Inc.”</b>	means CME Group Inc., a holding company and the parent of CME, CBOT and NYMEX
<b>“CME Indexes”</b>	means CME Group Index Services LLC
<b>“Collateral”</b>	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
<b>“Collateral Account”</b>	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
<b>“Collateral Account Control Event”</b>	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, 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

**“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

<b>“Commodity Indices”</b>	means the Bloomberg Commodity Index <sup>SM</sup> and the Bloomberg Commodity Index 3 Month Forward <sup>SM</sup> and includes the other related indices and subindexes and <b>“Commodity Index”</b> shall be construed accordingly
<b>“Commodity Securities” and “WisdomTree Commodity Securities”</b>	means Individual Securities and Index Securities
<b>“comprised in” and “comprised of”</b>	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 <b>“comprise”</b> and <b>“comprised”</b> shall be construed accordingly
<b>“Compulsory Redemption”</b>	means a Redemption of Micro or Commodity Securities in accordance with Condition 9.11
<b>“Compulsory Redemption Date”</b>	means a date notified in accordance with Conditions 9.1, 9.2, 9.5, 9.6, 9.6A or 9.7
<b>“Conditions”</b>	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> )
<b>“Control Agreement”</b>	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
<b>“Controller”</b>	means a Controller as defined in the Conditions
<b>“Counterparty Event of Default”</b>	means: <ul style="list-style-type: none"> <li>(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;</li> <li>(b) any Guarantor failing to pay an amount due under the relevant Guarantee, when due;</li> <li>(c) any Commodity Contract Counterparty or Guarantor suffering an Insolvency Event;</li> <li>(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</li> </ul>

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 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 (*Description of Commodity Securities*) 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 & Ireland 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 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*) in Table 2a (Designated Contracts and Designated Month Contracts), in the column headed “Designated Contract and (Exchange Code)”
- “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 Commodity Indices and the Individual Commodity Indices, as set out in Part 3 (*The Bloomberg Commodity Index Family*) in Table 2a (Designated Contracts and Designated Month Contracts), in the column headed “Designated Month Contracts”
- “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 document 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 Agreement
- “ECIPs”** means, with respect to a Commodity Index, the effective percentage weights of the constituent commodities in that 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)
- “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 depository receipts whose underlying common or preferred shares are constituents of such indices
- “Eligible Money Market Funds”** 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:

- (a) the fund's investments are limited to the following:
  - (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
- (b) 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 (formerly ETF Securities 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

**“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



<b>“Exchange”</b>	means CBOT, CME, COMEX, LME, ICE Futures U.S. or NYMEX, as the case may be, and <b>“Exchanges”</b> means all of them
<b>“Exchange Regulations”</b>	means the rules, regulations, contract terms and conditions adopted by the Exchanges from time to time
<b>“Exempt Person”</b>	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
<b>“Extended Voluntary Rebalancing”</b>	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
<b>“Extraordinary Resolution”</b>	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
<b>“Facility Agreement”</b>	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
<b>“FCA”</b>	means the Financial Conduct Authority of the United Kingdom
<b>“FCA Glossary”</b>	means the glossary giving the meaning of the defined expressions used in the FCA Handbook
<b>“FCA Handbook”</b>	means the FCA’s Handbook of Rules and Guidance as amended
<b>“Final Terms”</b>	means a document constituting “final terms” relating to an issue of Micro and Commodity Securities in or substantially in the form annexed hereto
<b>“FSMA”</b>	means Financial Services and Markets Act 2000 of the United Kingdom
<b>“Full Pricing Day”</b>	means a day which is a Pricing Day in respect of all Individual Commodity Indices
<b>“General Trading Day”</b>	means a “Business Day” as defined in the Handbook from time to time (and meaning 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 the document entitled “Index Methodology – The Bloomberg Commodity Index Family” which sets out the methodology for calculation of the Bloomberg Commodity Index<sup>SM</sup>, Bloomberg Commodity Index 3 Month Forward<sup>SM</sup> 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/>
- “Hedge Roll Day”** means each of the fifth to ninth (inclusive) General Trading Days of each month, provided that if the ninth General Trading Day of that month is not a Pricing Day for one or more Individual Commodity Indices, the next following Pricing Day for each such Individual Commodity Index shall also be a Hedge Roll Day for Micro Securities of that particular 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 (formerly ETFS 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.

<b>“ICE Futures U.S.”</b>	means ICE Futures U.S. (formerly the New York Board of Trade (NYBOT)), a subsidiary of ICE
<b>“Index Oversight Committee”</b>	means in respect of the Bloomberg Commodity Index <sup>SM</sup> the committee which reviews and approves the Handbook and the target composition of the revised Index each year, as described in Part 3 ( <i>The Bloomberg Commodity Index Family</i> ) under the heading “Bloomberg Commodity Index <sup>SM</sup> and Sub-Indices”
<b>“Index Securities”</b>	means together the Classic Index Securities and the Longer Dated Index Securities
<b>“Individual Commodity Index”</b>	means an index for an individual commodity (as adjusted through the addition or removal of other Individual Commodity Indices), as calculated and published by Bloomberg 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 (Classes of Micro and Commodity Securities) to the Trust Instrument
<b>“Individual Securities”</b>	means together the Classic Individual Securities and the Longer Dated Individual Securities
<b>“Insolvency Event”</b>	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
<b>“Investment Company Act”</b>	means the Investment Company Act of 1940 of the United States

<b>“Issuer”</b>	means WisdomTree Commodity Securities Limited (formerly ETFS Commodity Securities Limited), a company incorporated and registered in Jersey with registered number 90959
<b>“Issuer Business Day”</b>	means a day which is both a General Trading Day and a London Business Day
<b>“Issuer Insolvency Event”</b>	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; <i>provided that</i> 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
<b>“Jersey”</b>	means the Island of Jersey, Channel Islands
<b>“KS Micro Securities”</b>	means the Kansas Wheat Micro Securities, the Soybean Meal Micro Securities, the Kansas Wheat Micro Longer Dated Securities and the Soybean Meal Micro Longer Dated Securities
<b>“KS Securities”</b>	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

<b>“Lead Future”</b>	means for each Individual Commodity Index and each Trading Day, the particular futures contract which is the “Lead Future” (as defined in the Handbook) for that Individual Commodity Index
<b>“Licence Agreement”</b>	means 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 Commodity Indices, and certain intellectual property of Bloomberg and UBS Securities, in relation to ( <i>inter alia</i> ) Micro and Commodity Securities
<b>“Licence Allowance”</b>	means the amount payable by the Issuer to ManJer to be applied in paying fees to Bloomberg under the Licence Agreement, 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
<b>“Listing”</b>	means the admission of a particular type of Micro and Commodity Securities to the 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
<b>“Listing Failure”</b>	means the refusal of the FCA to admit to the Official List any Micro or Commodity Securities issued or to be issued under the Programme
<b>“Listing Failure Date”</b>	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
<b>“Listing Rules”</b>	means the Listing Rules of the FCA from time to time, made under section 73A of the FSMA
<b>“LME”</b>	means The London Metal Exchange Limited and its subsidiaries and affiliates
<b>“London Business Day”</b>	means a day (other than a Saturday or a Sunday) on which banks are open for the transaction of general business in London
<b>“London Stock Exchange”</b>	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
<b>“Longer Dated Commodity Contract”</b>	means in relation to Micro Longer Dated Securities of a particular class (or Longer Dated Commodity Securities to the extent they are comprised of Micro Longer Dated 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 Longer Dated Securities
<b>“Longer Dated Commodity Securities”</b>	means Longer Dated Individual Securities and Longer Dated Index Securities
<b>“Longer Dated Index Securities”</b>	means an Index Security of a category specified in the relevant list in paragraph 5 of Part 13 ( <i>Additional Information</i> )



<b>“Longer Dated Individual Securities”</b>	means an Individual Security of a class specified in the relevant list in paragraph 5 of Part 13 ( <i>Additional Information</i> )
<b>“Longer Dated Micro and Commodity Securities” or “Longer Dated Securities”</b>	means Micro Longer Dated Securities, Longer Dated Index Securities and Longer Dated Individual Securities and <b>“Longer Dated Micro or Commodity Securities”</b> means any of them
<b>“Main Market”</b>	means the Main Market of the London Stock Exchange
<b>“Management Fee”</b>	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
<b>“ManJer”</b>	means WisdomTree Management Company Jersey Limited (formerly ETFS Management Company (Jersey) Limited), a company incorporated and registered in Jersey on 16 November 2010, with registered number 106921
<b>“Market Disruption Day”</b>	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
<b>“Market Disruption Event”</b>	means, in respect of a particular Individual Commodity Index, any of the following events: <ul style="list-style-type: none"> <li>(a) the Relevant Exchange fails to determine, announce or publish the relevant Settlement Price(s); or</li> <li>(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</li> <li>(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</li> </ul>
<b>“Micro and Commodity Securities”</b>	means Micro Securities, Index Securities and Individual Securities and <b>“Micro or Commodity Securities”</b> means any of them
<b>“Micro Classic Securities”</b>	means a Micro Security of a class specified in the relevant list in paragraph 5 of Part 13 ( <i>Additional Information</i> )
<b>“Micro Longer Dated Securities”</b>	means a Micro Security of a class specified in the relevant list in paragraph 5 of Part 13 ( <i>Additional Information</i> )
<b>“Micro Securities”</b>	means together the Micro Classic Securities and the Micro Longer Dated Securities
<b>“MiFID II”</b>	means EU Directive 2014/65/EU (the Markets in Financial Instruments Directive), as amended
<b>“Minimum Creation Amount”</b>	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 (*Description of Commodity Securities*)

<b>“MLI”</b>	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
<b>“MLI Capital Adjustment Agreement”</b>	means the agreement entitled “Capital Adjustment Agreement relating to Classic and Longer Dated Commodity Contracts” dated 29 June 2017 between the Issuer and MLI
<b>“MLI Control Agreement”</b>	means the collateral account control agreement entered into between the Issuer, MLI and the Securities Intermediary dated 29 June 2017
<b>“MLI Facility Agreement”</b>	means the Facility Agreement dated 29 June 2017 between the Issuer and MLI
<b>“MLI Security Agreement”</b>	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
<b>“MLI Short and Leveraged Facility Agreement”</b>	means the agreement dated 29 June 2017 between the Issuer and MLI entitled “MLI Facility Agreement relating to Short and Leveraged Commodity Contracts”
<b>“month”</b>	means calendar month
<b>“Moody’s”</b>	means Moody’s Investors Service Inc. (or any successor to the ratings business thereof)
<b>“Multiplier”</b>	means the number determined in accordance with Condition 6
<b>“New York Business Day”</b>	means a day (other than a Saturday or a Sunday) on which banks are open for the transaction of general business in New York
<b>“Next Future”</b>	means for each Individual Commodity Index and each Trading Day, the particular futures contract which is the “Next Future” (as defined in the Handbook) for that Individual Commodity Index on that Trading Day
<b>“Notice Deadline”</b>	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
<b>“NYMEX”</b>	means New York Mercantile Exchange, Inc., including its wholly owned subsidiary Commodity Exchange Inc.
<b>“Official List”</b>	means the official list maintained by the FCA for the purposes of Part VI of FSMA
<b>“outstanding”</b>	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) 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

**“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 (*Description of Commodity Securities*)

**“Price”**

means:

- (a) for a Micro Security or a class of Micro Securities, the price 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 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

<b>“Principal Amount”</b>	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 13 ( <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 13 ( <i>Additional Information</i> )
<b>“Programme”</b>	means the programme for the issuance of Commodity Securities described in this document
<b>“Prohibited Benefit Plan Investor”</b>	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 (“ <b>ERISA</b> ”), 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 “ <b>Code</b> ”) applies (collectively, “ <b>Plans</b> ”), 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
<b>“Prohibited US Person”</b>	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
<b>“Prospectus”</b>	means this base prospectus of the Issuer
<b>“Prospectus Directive”</b>	means Directive 2003/71/EC of the European Parliament and the European Council
<b>“Prospectus Regulation”</b>	means Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 (as amended)
<b>“Prospectus Regulation Rules”</b>	means the prospectus regulation rules of the FCA from time to time, made under sections 73A and 84 of FSMA
<b>“Qualified Purchaser”</b>	means a “qualified purchaser” as defined under the Investment Company Act
<b>“RAO”</b>	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
<b>“Rebalancing”</b>	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”
<b>“Rebalancing Calculation Date”</b>	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 (*Description of Commodity Securities*)

**“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 (*Description of Commodity Securities*) under the heading “Applications and Redemptions — Creation Limits and Redemption Limit”

**“Redemption Payment Date”** means:

- (a) in the case of a Redemption pursuant to a Settlement Redemption Form, the second London Business Day following such 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; 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 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

<b>“Registered Address”</b>	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
<b>“Registers”</b>	means the registers of Security Holders of each type kept and maintained by the Registrar and <b>“Register”</b> shall be construed accordingly
<b>“Registrar”</b>	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
<b>“Registrar Agreement”</b>	means the registrar agreement dated 14 December 2012 between the Registrar, the Issuer and the Trustee
<b>“Regulated Market”</b>	means a regulated market for the purposes of MiFID II, as amended
<b>“Regulations”</b>	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
<b>“Relevant Commodity Index”</b>	means in the case of Classic Securities the Bloomberg Commodity Index <sup>SM</sup> and in the case of Longer Dated Securities the Bloomberg Commodity Index 3 Month Forward <sup>SM</sup>
<b>“Relevant Exchange”</b>	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</i> ) under the heading “Designated Contracts” in Table 2a (Designated Contracts and Designated Month Contracts), in the column headed “Relevant Exchange”
<b>“Relevant Market”</b>	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
<b>“Required Rebalancing”</b>	means, with respect to an Index Security, a Rebalancing necessitated by and carried out in conjunction with a rebalancing of the Relevant Commodity Index
<b>“Required Security Document”</b>	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<sup>SM</sup> 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:

- (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

<b>“Security Conditions”</b>	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
<b>“Security Deed”</b>	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
<b>“Security Holder”</b>	means a registered holder of Micro or Commodity Securities
<b>“Services Agreement”</b>	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
<b>“Settlement Price”</b>	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
<b>“Settlement Pricing”</b>	has the meaning given in Condition 8.1(a)
<b>“Settlement Redemption Form”</b>	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
<b>“Short and Leveraged Commodity Contracts”</b>	has the meaning given to “Commodity Contracts” in the conditions of the Short and Leveraged Commodity Securities
<b>“Short and Leveraged Commodity Securities”</b>	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 21 May 2020
<b>“Short and Leveraged Facility Agreement”</b>	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
<b>“Short and Leveraged Trust Instrument”</b>	means the trust instrument between the Issuer and the The Law Debenture Trust Corporation plc (as trustee thereunder) dated 8 February 2008

<b>“Spread”</b>	means the spread agreed between the Issuer and each Commodity Contract Counterparty for the purposes of the relevant Capital Adjustment Agreement (currently agreed to be 0.45 per cent. per annum in respect of the Classic Securities and 0.6 per cent. per annum in respect of the Longer Dated Securities)
<b>“subsidiary”</b>	has the meaning given to that term in section 1159 of the Companies Act 2006
<b>“Strategy”</b>	means each of the groups of Micro and Commodity Securities provided for in this Prospectus, being Classic Micro and Commodity Securities and Longer Dated Micro and Commodity Securities
<b>“System”</b>	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> )
<b>“tax”</b>	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
<b>“terminate”</b>	in relation to a Commodity Contract means ‘terminate’ or ‘close out’ the obligations established by such Commodity Contract
<b>“Trading Day”</b>	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
<b>“Transparency Directive”</b>	means Directive 2004/109/EC of the European Parliament and the European Council
<b>“Transparency Rules”</b>	means the disclosure rules and transparency rules of the FCA from time to time, made under section 73A of the FSMA
<b>“Trust Instrument”</b>	means the trust instrument dated 21 September 2006 between the Issuer and the Trustee constituting Micro and Commodity Securities
<b>“Trustee”</b>	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
<b>“type”</b>	means, in relation to Micro Securities and Individual Securities, a class thereof and, in relation to Index Securities, the category thereof
<b>“UBS Group”</b>	means UBS AG and its Affiliates, and includes UBS Securities
<b>“UBS Securities”</b>	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
<b>“UCITS Fund”</b>	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
<b>“UCITS Scheme”</b>	means a scheme that falls within the definition of a “UCITS Scheme” contained in the FCA Glossary
<b>“UK Listing Authority”</b>	means the FCA in its capacity as the competent authority for the purposes of Part VI of the FSMA
<b>“Unacceptable Authorised Participant”</b>	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
<b>“Uncertificated Form”</b>	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
<b>“United Kingdom” or “UK”</b>	means the United Kingdom of Great Britain and Northern Ireland
<b>“United States” or “U.S.”</b>	means the United States of America, its territories and possessions, any state of the United States and the District of Columbia
<b>“US Dollars” or “US\$”</b>	means the lawful currency of the United States
<b>“US Person”</b>	means a “US person” as defined in Regulation S under the Securities Act
<b>“Value”</b>	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
<b>“VAT”</b>	means value added tax
<b>“Voluntary Rebalancing”</b>	means a Rebalancing other than a Required Rebalancing
<b>“Website”</b>	means the website of Bloomberg at <a href="https://www.bloomberg.com/professional/product/indices/">https://www.bloomberg.com/professional/product/indices/</a>

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

References in this document 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.

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 document 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 document 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

<b>Directors of the Issuer</b>	Stuart Bell Chris Foulds Steven Ross Peter M. Ziemba  All the Directors are non-executive
<b>Secretary of the Issuer</b>	R&H Fund Services (Jersey) Limited
<b>Corporate administrator of the Issuer</b>	R&H Fund Services (Jersey) Limited
<b>Registered office of the Issuer and address of directors, secretary and corporate administrator of the Issuer</b>	The address of all the directors and of the secretary of the Issuer is the registered office of the Issuer, which is:  Ordnance House 31 Pier Road St. Helier Jersey JE4 8PW Channel Islands Tel: +44 1534 825200 <a href="https://www.wisdomtree.eu">https://www.wisdomtree.eu</a>
<b>Management and Administrative Service Provider</b>	WisdomTree Management Company Jersey Limited (formerly ETFS Management Company (Jersey) Limited) Ordnance House 31 Pier Road St. Helier Jersey JE4 8PW Channel Islands
<b>Trustee</b>	The Law Debenture Trust Corporation p.l.c. Fifth Floor 100 Wood Street London EC2V 7EX United Kingdom
<b>Calculation Agent</b>	Merrill Lynch International 2 King Edward Street London EC1A 1HQ
<b>Securities Intermediary</b>	The Bank of New York Mellon One Wall Street New York New York 10286 United States of America
<b>English Legal Advisers to the Issuer</b>	W Legal Limited Summit House 12 Red Lion Square London WC1R 4QH United Kingdom
<b>English Tax Legal Advisers to the Issuer</b>	Dechert LLP 160 Queen Victoria Street London EC4V 4QQ United Kingdom

<b>Jersey Legal Advisers to the Issuer</b>	Mourant Ozannes 22 Grenville Street St. Helier Jersey JE4 8PX Channel Islands
<b>Austrian Legal Advisers to the Issuer</b>	Dorda Brugger Jordis Rechtsanwälte GmbH Dr-Karl-Lueger-Ring 10 1010 Vienna Austria
<b>Belgian Legal Advisers to the Issuer</b>	Janson Baugniet Chaussée de la Hulpe, 187 Terhulpesteenweg 187 B-1170 Brussels Belgium
<b>Danish Legal Adviser to the Issuer</b>	DLA Piper Denmark Law Firm P/S Raadhuspladsen 4 DK-1550 Copenhagen V Denmark
<b>Dutch Legal Advisers to the Issuer</b>	Stibbe N.V Beethovenplein 10 1077 WM Amsterdam The Netherlands
<b>Dutch Listing and Paying Agent</b>	Fortis Bank (Nederland) N.V. Rokin 55 1012 KK Amsterdam The Netherlands
<b>Finnish Legal Advisers to the Issuer</b>	Dittmar & Indrenius Pohjoisesplanadi 25 A FI-00100 Helsinki Finland
<b>French Legal Advisers to the Issuer</b>	Dechert LLP 32 Rue de Monceau 75008 Paris France
<b>French Listing and Paying Agent</b>	HSBC France 103 Avenue des Champs-Élysées 75008 Paris France
<b>German Legal Advisers to the Issuer</b>	Dechert LLP Skygarden Erika-Mann-Straße, 5 80636 Munich Germany
<b>German Listing and Paying Agent</b>	HSBC Trinkaus & Burkhardt AG Königsallee 21/23 40212 Düsseldorf Germany
<b>Irish Legal Advisers to the Issuer</b>	A&L Goodbody IFSC North Wall Quay Dublin 1 Ireland



<b>Italian Legal Advisers to the Issuer</b>	CBA Studio Legale e Tributario Galleria San Carlo 6 20122 Milano Italy
<b>Norwegian Legal Advisers to the Issuer</b>	Wiersholm Dokkveien 1 6th Floor 0250 Oslo Norway
<b>Spanish Legal Advisers to the Issuer</b>	Cuatrecasas, Gonçalves Pereira c/Almagro, 9-28010 Madrid Spain
<b>Swedish Legal Advisers to the Issuer</b>	Harvest Advokatbyrå AB Hamngatan 15 Box 7225 103 89 Stockholm Sweden
<b>English Legal Advisers to the Trustee</b>	Simmons & Simmons LLP CityPoint 1 Ropemaker Street London EC2Y 9SS United Kingdom
<b>Jersey Legal Advisers to the Trustee</b>	Ogier Ogier House The Esplanade St. Helier Jersey JE4 9WG Channel Islands
<b>Auditors of the Issuer</b>	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
<b>Registrar</b>	Computershare Investor Services (Jersey) Limited Queensway House Hilgrove Street St. Helier Jersey JE1 1ES Channel Islands

## DOCUMENTS INCORPORATED BY REFERENCE

The following documents have been filed with the FCA and are incorporated into 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 below are entitled 'ETFS Commodity Securities Ltd – Annual Account 2018' and 'WisdomTree Commodity Securities Ltd – Annual Accounts 2019') and at the registered office of the Issuer as set out in paragraph 8 of Part 13 (*Additional Information*):

1. the published audited reports and accounts of the Issuer for the year ended 31 December 2018 as published by the Issuer through the Regulatory News Service of the London Stock Exchange on 13 March 2019; and
2. the published audited reports and accounts of the Issuer for the year ended 31 December 2019 as published by the Issuer through the Regulatory News Service of the London Stock Exchange on 15 May 2020.

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.

The sections of the documents listed above which are not incorporated by reference are either not relevant for investors or are covered elsewhere in this Prospectus.

## PART 1

### GENERAL

#### Introduction

The Issuer has created and is currently making available for issue 78 different types of Commodity Securities, of two different kinds:

- Individual Securities, which track the price of a single commodity; and
- Index Securities, which will track the price of a group of commodities.

These comprise 50 different classes of Individual Securities (representing 27 different commodities 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 Classic Securities are priced by reference to the relevant classic Individual Commodity Indices (based on the same methodology as the Bloomberg Commodity Index<sup>SM</sup>). The 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 Forward<sup>SM</sup> (which tracks the same commodities as the Bloomberg Commodity Index<sup>SM</sup> but for the Bloomberg Commodity Index 3 Month Forward<sup>SM</sup>, the contracts that would be the Lead Future and Next Future for the Bloomberg Commodity Index<sup>SM</sup> in three calendar months are instead the Lead Future and Next Future in the current calendar month for the Bloomberg Commodity Index 3 Month Forward<sup>SM</sup>). Since these two indices are exposed to different parts (maturities) of the futures curve, Classic Securities and 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 pricing of all Commodity Securities will be based on Individual Commodity Indices.

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

**Table 1 — Classic and Longer Dated Securities Available for Issue:**

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

\* Longer Dated Commodity Securities of these classes are not currently available for issue and Micro Securities of these classes are not currently comprised in any category or categories of Index Securities

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

In addition seven further categories of Classic Index Securities are currently available for issue relating to all the commodities included in the Bloomberg Commodity Index<sup>SM</sup> 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).

## **Pricing and Trading of Commodity Securities**

### *Individual Securities*

The Price of each class of Classic Individual Security and Longer Dated Individual Security will be determined as at the end of each Pricing Day and will be equal to:

$$\text{Individual Commodity Index} \times \text{Multiplier} \times \text{Pool Factor} / 10$$

The Individual Commodity Indices will be as published by Bloomberg.

As at 28 February 2020 the Multiplier for all classes of Classic Commodity Securities was 0.9977383 and for all classes of Longer Dated Commodity Securities was 0.9411924. The Multiplier changes daily, reflecting cumulative capital enhancement (less the Management Fee and the Licence Allowance payable to the Issuer). Further information on the formula for the Multiplier is shown in Part 4 (*Description of Commodity Securities*) under the heading “Pricing of Individual Securities — Multiplier”. The Pool Factor is a number that will always be 1 unless Micro or Commodity Securities are divided as described under the heading “Consolidation and Division of Micro and Commodity Securities” in Part 4 (*Description of Commodity 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. The Issuer has applied to the FCA for all of the Micro Securities and Commodity Securities to be issued within 12 months from the date of this document to be admitted to the 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 (being part of the London Stock Exchange’s Regulated Market for the purposes of MiFID II).

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 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 (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 11 (*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**

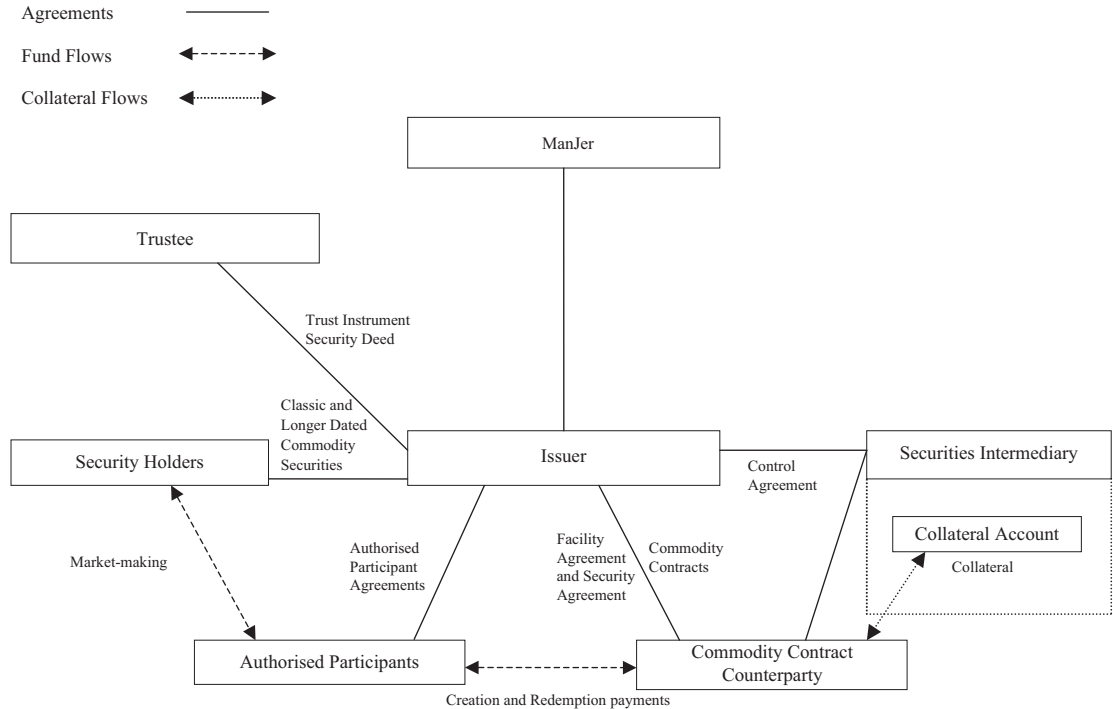
Micro and Commodity Securities are constituted by the Trust Instrument. Under the terms of the Trust Instrument, the Trustee acts as trustee for the Security Holders of each type of Micro and Commodity Securities.

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 13 (*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*).

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 50 separate Pools currently applicable to 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 on or around the date of this Prospectus. 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 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 Oil 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 Investments, Inc.**

WisdomTree Investments, Inc. is a company founded in 1985. Its principal place of business is at 245 Park Avenue, 35th Floor, New York, NY 10167, United States. WisdomTree Investments, Inc. is the ultimate holding company of a group of companies which include the Issuer, ManJer and HoldCo. WisdomTree Investments, 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 Investments, 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, is 0.49 per cent. per annum of the aggregate Price on that day of all Classic Micro and Commodity Securities outstanding and 0.49 per cent. per annum of the aggregate Price on that day of all Longer Dated Micro and Commodity Securities outstanding.

The 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 Bloomberg due under the Licence Agreement (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 Bloomberg under the Licence Agreement.

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 (a “**Further Contribution**”) 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 document 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 Oil Securities Limited, WisdomTree Metal Securities Limited, WisdomTree Hedged Metal Securities Limited, Gold Bullion Securities Limited, WisdomTree Foreign Exchange Limited and WisdomTree Issuer X Limited. Since January 2018, Mr Bell has served as Executive Vice President and Chief Operating Officer of WisdomTree Investments, Inc., an exchange traded fund and exchange traded product sponsor and asset manager. From September 2007 to January 2018, Mr Bell held a number positions at WisdomTree, including 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 honors from Trinity College, Hartford, CT.

#### ***Christopher Foulds — Non-Executive Director***

Mr 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 Oil Securities Limited, WisdomTree Metal Securities Limited, WisdomTree Hedged Metal Securities Limited, Gold Bullion Securities Limited, 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**

Mr Ross is a director of 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, WisdomTree Oil Securities Limited, WisdomTree Foreign Exchange Limited and WisdomTree Issuer X 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 Ziembra**

Peter M Ziembra is also a director of ManJer and HoldCo. Mr Ziembra 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 Oil Securities Limited, WisdomTree Foreign Exchange Limited and WisdomTree Issuer X Limited. Since January 2018, Mr Ziembra has served as Executive Vice President — Senior Advisor to the CEO and Chief Administrative Officer of 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 Ziembra served as General Counsel to WisdomTree Investments, Inc.. Mr Ziembra presently serves on the boards of a number of WisdomTree's wholly owned subsidiaries. Prior to joining WisdomTree, Mr Ziembra 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 Ziembra 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 £1,625,000. 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

### **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 Craig Stewart, Hilary Jones, Peter M. Ziembra and Stuart Bell. The secretary of ManJer at the date of this document is R&H Fund Services (Jersey) Limited. The biographies of Ms Jones, Mr Bell and Mr Ziembra are set out under the heading "Directors and Secretary of the Issuer" above. The biography of Mr Stewart is as follows:

### **Craig Stewart**

Mr Stewart has been a member of the board of directors of ManJer since July 2013. Mr Stewart graduated from Edinburgh University in 1987 with a degree in Politics and worked in commercial roles for two blue chip companies headquartered in London. In 1993, he joined Arthur Andersen's Audit and Business Advisory practice in Jersey and qualified as a chartered accountant in 1997. He has specialised in the



investment fund sector and been particularly involved with retail, institutional and private equity funds. In 1997, he was promoted to manager with sole responsibility for Andersen's asset management clients in European offshore jurisdictions. He was also the manager on a significant number of consulting assignments including controls reviews, operational reviews, due diligence projects, benchmarking studies and forensic investigations. In April 2000, he joined Rawlinson & Hunter's fund administration division and he was a Director of R&H Fund Services (Jersey) Limited from 2001 to 2019. He was a partner of Rawlinson & Hunter, Jersey from 2003 to 2018 and stood down from partnership on 31 December 2018. Mr Stewart has worked in the fund management industry for 26 years and also served as a committee member of the Jersey Funds Association. Mr Stewart was also a director of the Issuer until June 2013.

### **Hilary Jones**

Ms 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. Ms Jones has over 30 years' experience in the finance sector and has 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 and Mr Ziembra are also directors of ManJer, a provider of services to the Issuer, and Mr Bell, Mr Ross, Mr Foulds and Mr Ziembra are also directors of HoldCo, the sole shareholder of the Issuer. Mr Ross is also a director 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 and Jersey in respect of the Programme and Commodity Securities is set out in Part 12 (*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 document 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 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 Commodity 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 paragraph 5 of Part 13 (*Additional Information*).

#### Calculation of the Price

##### *The pricing formula*

The Price of an 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 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 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.

##### *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 has a price equal to one millionth of the price of the corresponding class of Individual Security. 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, currently being equal to the four-week U.S. Treasury Bill rate;
- (ii) the fees payable to ManJer, currently of 0.49 per cent. per annum 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 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 Classic Individual Securities and all classes of Longer Dated Individual Securities and for both Commodity Contract Counterparties, however, the Capital Adjustment for Longer Dated Securities is not the same as the Capital Adjustment for Classic Securities. In future, the Capital Adjustment could be changed so that it is different for all classes of Classic Securities or Longer Dated 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 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 28 February 2020, the Capital Adjustment for all classes of Classic Individual Securities was 0.00119% and for all classes of Longer Dated Individual Securities was 0.00078%.

## 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 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:

$$I_{(i,t)} \quad 1000$$

$$M_{(i,t)} \quad 1$$

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

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 security on day t is therefore \$100.

### Index Securities

The Price of a WisdomTree Precious Metals index security is the sum of the Prices of the Gold Micro Classic Securities and Silver Micro Classic Securities of which it is comprised. An WisdomTree Precious Metals index security is comprised of 820,118 Gold Micro Securities and 252,695 Silver Micro Securities, equivalent to 0.820118 WisdomTree Gold Individual Securities and 0.252695 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 152.7327117 and 179.2532004, respectively, the Multiplier for both classes is 0.9954589, and the Pool Factor for both classes is 1; then the Price of the WisdomTree Precious Metals index security would be calculated as follows:

$$\text{Price}_{(i,t)} = (0.820118)(I_{(i-gold,t)} \times M_{(i-gold,t)} \times \text{PF}_{(i,t)}) / 10 + (0.252695)(I_{(i-silver,t)} \times M_{(i-silver,t)} \times \text{PF}_{(i,t)}) / 10$$

where:

in respect of WisdomTree Gold Individual Securities:

$$I_{(i-gold,t)} \quad 152.7327117$$

$$M_{(i,t)} \quad 0.9954589$$

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

in respect of WisdomTree Silver Individual Securities:

$$I_{(i-silver,t)} \quad 179.2532004$$

$$M_{(i,t)} \quad 0.9954589$$

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

So:

$$\text{Price}_{(i,t)} = (0.820118)(152.7327117 \times 0.9954589 \times 1)/10 + (0.252695)(179.2532004 \times 0.9954589 \times 1)/10$$

$$\text{Price}_{(i,t)} = (0.820118)(15.2039137) + (0.252695)(17.8439194)$$

$$\text{Price}_{(i,t)} = (12.4690033) + (4.5090692)$$

$$\text{Price}_{(i,t)} = 16.9780725$$

The Price of the Precious Metals index security on day t is therefore \$16.9780725.

### **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:

$$\begin{aligned} \text{Price}_{(i,t)} &= (100 \times 1.00678 \times 1)/10 \\ \text{Price}_{(i,t)} &= 100.678/10 \\ \text{Price}_{(i,t)} &= 10.0678 \end{aligned}$$

- 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 884,798 (Gold) and 201,119 (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

#### **Bloomberg Commodity Index<sup>SM</sup> 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 specific Individual Commodity Indices known as the Bloomberg Commodity Index Family (prior to 1 July 2014, these Indices were known as the Dow-Jones UBS Commodity Indices<sup>SM</sup>), by reference to which all Commodity Securities will be priced.

The Commodity Indices and their sub-indices (including the Individual Commodity Indices) are published on the Website.

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 Commodity Indices are widely followed indices which in the case of the Bloomberg Commodity Index<sup>SM</sup>, and the Individual Commodity Indices for the commodities included therein, has been published since 1998, with simulated historical data calculated back to January 1991 and in the case of the Bloomberg Commodity Index 3 month Forward<sup>SM</sup>, and the 3-month forward Individual Commodity Indices for the commodities included therein, has been published since July 2006, with simulated historical data calculated back to 1991. 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, with simulated historical data calculated back to 1991. 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. Consequently the Individual Commodity Indices are excess return indices.

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

Bloomberg has established an internal Index Oversight Committee to comply with the “19 Principles for Financial Benchmarks” as published by the International Organisation of Securities Commissions (IOSCO). The Index Oversight Committee consists of senior representatives from various Bloomberg business units. The purpose of the Index Oversight Committee is to discuss, review and challenge all aspects of the benchmark process.

Additionally, an external Index Advisory Committee has been established to provide Bloomberg with guidance and feedback from the investment community on index products and processes. The Index Advisory Committee helps set index priorities, discusses potential rule changes and provides ideas for new business products.

Specifically, the Index Oversight Committee reviews and approves (in consultation with the Index Advisory Committee) amendments to the Handbook, which sets out the procedures for determining, amongst other things:

- the commodities to be included in the Commodity Indices;
- the Exchanges and the Designated Contracts to be used to price each Individual Commodity Index;
- the Roll Period for each Designated Contract;
- the weighting of each commodity in the Commodity Indices;
- determining when a Market Disruption Event occurs and the consequences of such;

- the formulae to calculate each index; and
- changes to any of the above.

Any changes implemented by the Index Oversight Committee 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 Index<sup>SM</sup>, 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 Index<sup>SM</sup>. At present there are 27 commodity futures eligible for inclusion in the Bloomberg Commodity Index<sup>SM</sup> but four of those commodities (cocoa, lead, platinum and tin) are currently not included in the Bloomberg Commodity Index<sup>SM</sup>. 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 Index<sup>SM</sup>. The same commodities and unit weightings as are used in the Bloomberg Commodity Index<sup>SM</sup> are also used in the Bloomberg Commodity Index 3 Month Forward<sup>SM</sup> and hence in the composite 3-month forward sub-indices.

A complete description of the procedures involved in recalculating the composition of the 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 Index<sup>SM</sup>:

- 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 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 Index<sup>SM</sup>, it is possible that additional commodities not presently represented in the Bloomberg Commodity Index<sup>SM</sup> will be added, or that one or more commodities presently represented will be removed.

Whenever the 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 Index<sup>SM</sup> 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 Index<sup>SM</sup>. 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, and Designated Month Contracts, for each of the 27 Commodity futures currently eligible for inclusion in the Bloomberg Commodity Index<sup>SM</sup> and for gas oil (which is not currently so eligible) are currently as follows:

**Table 2a — Designated Contracts and Designated Month Contracts**

Commodity	Relevant Exchange	Designated Contract and (Contract Code)	Designated Month Contracts <sup>(1)</sup>						
Natural Gas	NYMEX <sup>(4)</sup>	Henry Hub Natural Gas (NG)	Mar	May	Jul	Sep	Nov	Jan	
WTI Crude Oil	NYMEX <sup>(4)</sup>	Light, Sweet Crude Oil (CL)	Mar	May	Jul	Sep	Nov	Jan	
Brent Crude Oil	ICE	Brent Crude Oil (B)	Mar	May	Jul	Sep	Nov	Jan	
Unleaded Gasoline	NYMEX <sup>(4)</sup>	RBOB Gasoline (RB)	Mar	May	Jul	Sep	Nov	Jan	
Heating Oil	NYMEX <sup>(4)</sup>	Heating Oil (HO)	Mar	May	Jul	Sep	Nov	Jan	
Gas Oil	ICE	Low Sulphur Gas Oil (QS)	Mar	May	Jul	Sep	Nov	Jan	
Aluminum	LME	High Grade Primary Aluminium (AL)	Mar	May	Jul	Sep	Nov	Jan	
Copper	COMEX <sup>(4)</sup>	Copper (HG)	Mar	May	Jul	Sep	Dec		
Zinc	LME	Special High Grade Zinc (ZN)	Mar	May	Jul	Nov	Jan		
Nickel	LME	Primary Nickel (NI)	Mar	May	Jul	Nov	Jan		
Gold	COMEX <sup>(4)</sup>	Gold (GC)	Feb	Apr	Jun	Aug	Dec		
Silver	COMEX <sup>(4)</sup>	Silver (SI)	Mar	May	Jul	Sep	Dec		
Live Cattle	CME <sup>(2)</sup>	Live Cattle (LC)	Feb	Apr	Jun	Aug	Oct	Dec	
Lean Hogs	CME <sup>(2)</sup>	Lean Hogs (LH)	Feb	Apr	Jun	Aug	Oct	Dec	
Wheat	CBOT <sup>(2)</sup>	Soft Wheat (W)	Mar	May	Jul	Sep	Dec		
Kansas Wheat	KCBT	Kansas Wheat (KW)	Mar	May	Jul	Sep	Dec		
Corn	CBOT <sup>(2)</sup>	Corn (C)	Mar	May	Jul	Sep	Dec		
Soybeans	CBOT <sup>(2)</sup>	Soybeans (S)	Mar	May	Jul	Nov	Jan		
Sugar	NYBOT <sup>(3)</sup>	World Sugar NO. 11 (SB)	Mar	May	Jul	Oct			
Cotton	NYBOT <sup>(3)</sup>	Cotton (CT)	Mar	May	Jul	Dec			
Coffee	NYBOT <sup>(3)</sup>	Coffee (KC)	Mar	May	Jul	Sep	Dec		
Soybean Oil	CBOT <sup>(2)</sup>	Soybean Oil (BO)	Mar	May	Jul	Nov	Jan		
Soybean Meal	CBOT <sup>(2)</sup>	Soybean Meal (SM)	Mar	May	Jul	Nov	Jan		
Cocoa	NYBOT <sup>(3)</sup>	Cocoa (CC)	Mar	May	Jul	Sep	Dec		
Lead	LME	Refine Standard Lead (LL)	Mar	May	Jul	Sep	Nov	Jan	
Platinum	NYMEX <sup>(4)</sup>	Platinum (PL)	Apr	Jul	Oct	Jan			
Tin	LME	Refined Tin (LT)	Mar	May	Jul	Sep	Nov	Jan	

(1) The contract months are as named by the Exchange in question, irrespective of the particular delivery dates

(2) Chicago Board of Trade and Chicago Mercantile Exchange merged in 2007

(3) ICE Futures U.S.

(4) The New York Mercantile Exchange, Inc, merged with CME Group in 2008

For the Bloomberg Commodity Index 3 Month Forward<sup>SM</sup> the designated month contracts are exactly the same as for the Bloomberg Commodity Index<sup>SM</sup> save that for the Bloomberg Commodity Index 3 Month Forward<sup>SM</sup>, the contracts that would be the Lead Future and Next Future for the Bloomberg Commodity Index<sup>SM</sup> in three calendar months are instead the Lead Future and Next Future in the current calendar month for the Bloomberg Commodity Index 3 Month Forward<sup>SM</sup>. The current Lead Future contracts for the Bloomberg Commodity Index<sup>SM</sup> are shown in Table 2(b). For each month of the year, a Designated Contract is used as the Lead Future in calculating the various Commodity Indices. The month of the year is shown across the top row. The relevant Individual Commodity Index is shown along the left hand side. The months in the body of the table indicate the specific Lead Future to apply in each month labelled at the top of each column. If today is 30 September 2019, the Lead Contract for Bloomberg Natural Gas Index<sup>SM</sup> is the Natural Gas contract for delivery in November 2019. The Lead Contract for the Bloomberg Natural Gas 3 Month Forward Index<sup>SM</sup> is therefore the Lead Contract which will be the Lead Contract for the Bloomberg Natural Gas Index<sup>SM</sup> in December 2019, which is the Natural Gas contract for delivery in January 2020.

On 24 April 2020, Bloomberg announced a change to the Roll Period for the Bloomberg WTI Crude Oil Sub-Index<sup>SM</sup>.

According to the announcement from Bloomberg, the Roll Period for changing the Lead Future from July to September for the Bloomberg WTI Crude Oil Sub-Index<sup>SM</sup> was scheduled to take place in June 2020. Bloomberg has announced that this Roll Period will now take place in May 2020, a month earlier than scheduled.

Beginning on 8 May 2020 and ending on 14 May 2020, Bloomberg will roll the Designated Month Contract for the Lead Future from July to September for the Bloomberg WTI Crude Oil Sub-Index<sup>SM</sup>.

Further information can be found at [https://data.bloomberglp.com/professional/sites/10/Bloomberg-Indices\\_Result-of-BCOM-Consultation-on-Impact-of-Negative-Commodity-Prices\\_4.24.20.pdf](https://data.bloomberglp.com/professional/sites/10/Bloomberg-Indices_Result-of-BCOM-Consultation-on-Impact-of-Negative-Commodity-Prices_4.24.20.pdf)

**Table 2b — Lead Futures for Bloomberg Commodity Index<sup>SM</sup>**

Commodity	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Natural Gas	Mar	Mar	May	May	Jul	Jul	Sep	Sep	Nov	Nov	Jan	Jan
WTI Crude Oil	Mar	Mar	May	May	Jul	Jul	Sep	Sep	Nov	Nov	Jan	Jan
Unleaded Gasoline	Mar	Mar	May	May	Jul	Jul	Sep	Sep	Nov	Nov	Jan	Jan
Heating Oil	Mar	Mar	May	May	Jul	Jul	Sep	Sep	Nov	Nov	Jan	Jan
Live Cattle	Feb	Apr	Apr	Jun	Jun	Aug	Aug	Oct	Oct	Dec	Dec	Feb
Lean Hogs	Feb	Apr	Apr	Jun	Jun	Aug	Aug	Oct	Oct	Dec	Dec	Feb
Wheat	Mar	Mar	May	May	Jul	Jul	Sep	Sep	Dec	Dec	Dec	Mar
Corn	Mar	Mar	May	May	Jul	Jul	Sep	Sep	Dec	Dec	Dec	Mar
Soybeans	Mar	Mar	May	May	Jul	Jul	Nov	Nov	Nov	Nov	Jan	Jan
Soybean Oil	Mar	Mar	May	May	Jul	Jul	Dec	Dec	Dec	Dec	Jan	Jan
Aluminium	Mar	Mar	May	May	Jul	Jul	Sep	Sep	Nov	Nov	Jan	Jan
Copper	Mar	Mar	May	May	Jul	Jul	Sep	Sep	Dec	Dec	Dec	Mar
Zinc	Mar	Mar	May	May	Jul	Jul	Sep	Sep	Nov	Nov	Jan	Jan
Nickel	Mar	Mar	May	May	Jul	Jul	Sep	Sep	Nov	Nov	Jan	Jan
Lead	Mar	Mar	May	May	Jul	Jul	Sep	Sep	Nov	Nov	Jan	Jan
Tin	Mar	Mar	May	May	Jul	Jul	Sep	Sep	Nov	Nov	Jan	Jan
Gold	Feb	Apr	Apr	Jun	Jun	Aug	Aug	Dec	Dec	Dec	Dec	Feb
Silver	Mar	Mar	May	May	Jul	Jul	Sep	Sep	Dec	Dec	Dec	Mar
Platinum	Apr	Apr	Apr	Jul	Jul	Jul	Oct	Oct	Oct	Jan	Jan	Jan
Sugar	Mar	Mar	May	May	Jul	Jul	Oct	Oct	Oct	Mar	Mar	Mar
Cotton	Mar	Mar	May	May	Jul	Jul	Dec	Dec	Dec	Dec	Dec	Mar
Coffee	Mar	Mar	May	May	Jul	Jul	Sep	Sep	Dec	Dec	Dec	Mar
Cocoa	Mar	Mar	May	May	Jul	Jul	Sep	Sep	Dec	Dec	Dec	Mar
Brent Crude Oil	Mar	May	May	Jul	Jul	Sep	Sep	Nov	Nov	Jan	Jan	Mar
Gas Oil	Mar	Mar	May	May	Jul	Jul	Sep	Sep	Nov	Nov	Jan	Jan
Kansas Wheat	Mar	Mar	May	May	Jul	Jul	Sep	Sep	Dec	Dec	Dec	Mar
Soybean Meal	Mar	Mar	May	May	Jul	Jul	Dec	Dec	Dec	Dec	Jan	Jan

Source: Bloomberg

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.

**Roll Process**

The 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 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 listed above in the far right column of Table 2a.

For the Bloomberg Commodity Index<sup>SM</sup>, 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 Forward<sup>SM</sup> the process is similar save that the contracts that would be the Lead Future and Next Future for the Bloomberg Commodity Index<sup>SM</sup> in three calendar months are instead the Lead Future and Next Future in the current calendar month for the Bloomberg Commodity Index 3 Month Forward<sup>SM</sup>.

As can be seen in Table 2(a) and 2(b), 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**

Tables 3(a) and 3(b) show simulated historical investment returns for calendar years 2008 to 2019 inclusive from an investment in Individual Securities and Longer Dated Individual Securities.

In the table the figure given for the “Multiplier” is the Multiplier as at the end of the year assuming the first securities were issued on 1 January 1991 and that the Management Fee, Licence Allowance and Spread remained the same as at the date of this Prospectus throughout this period, the figure given for the “Index Value” is the value of the Individual Commodity Index as at the end of the year, the figure given for the “Index Return” is the percentage change in the Individual Commodity Index during the relevant year, the figure given for the “Individual Security Value” is the Price of the Individual Security as at the end of the year and the figure given for “Individual Security Return” is the percentage change in the Price of the Individual Security during the relevant year. The Compound Annual Growth column has been calculated for the period from 1 January 2008 to 30 September 2019.

The period shown includes all data made available by Bloomberg and simulated back to 1 January 1991. These tables do not constitute a forecast. Past performance is not an indication of expected performance and the investment performance of a Commodity Security could be volatile and the return for Commodity Securities may differ from the simulated historical returns.

Historical data enabling users to calculate historic performance and volatility is published on the Website.



**Table 3a — Simulated Historical Investment Returns for Classic Individual Securities**

		2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	Compound Annual Growth
<b>Multiplier</b>		1.0343	1.0247	1.0155	1.0061	0.9965	0.9873	0.9804	0.9784	0.9862	0.9954	0.9977	
<b>Natural Gas</b>	Index Value	3.1	1.7	1.1	1.2	0.8	0.5	0.5	0.3	0.3	0.2	0.2	-27.7%
	Index Return	-41%	-47%	-31%	5%	-31%	-40%	10%	-37%	-2%	-39%	-24%	
	Security Value	0.3	0.2	0.1	0.1	0.1	0.0	0.1	0.0	0.0	0.0	0.01588	-28.0%
	Security Return	-41%	-48%	-31%	4%	-31%	-41%	9%	-37%	-1%	-38%	-23%	
<b>WTI Crude</b>	Index Value	269.7	259.7	228.9	244.4	142.5	79.2	84.6	88.1	68.7	90.4	66.2	-14.2%
	Index Return	4%	-4%	-12%	7%	-42%	-44%	7%	4%	-22%	32%	-27%	
	Security Value	27.9	26.6	23.2	24.6	14.2	7.8	8.3	8.6	6.8	9.0	6.6	-14.5%
	Security Return	3%	-5%	-13%	6%	-42%	-45%	6%	4%	-21%	33%	-27%	
<b>Brent Crude Oil</b>	Index Value	517.7	604.6	650.2	696.7	364.8	198.5	248.0	280.7	234.2	310.8	238.9	-8.1%
	Index Return	11%	17%	8%	7%	-48%	-46%	25%	13%	-17%	33%	-23%	
	Security Value	53.5	61.9	66.0	70.1	36.4	19.6	24.3	27.5	23.1	30.9	23.8	-8.5%
	Security Return	10%	16%	7%	6%	-48%	-46%	24%	13%	-16%	34%	-23%	
<b>Gasoline</b>	Index Value	360.0	412.0	517.3	527.1	296.2	258.6	274.3	279.3	196.4	277.9	220.2	-5.2%
	Index Return	13%	14%	26%	2%	-44%	-13%	6%	2%	-30%	41%	-21%	
	Security Value	37.2	42.2	52.5	53.0	29.5	25.5	26.9	27.3	19.4	27.7	22.0	-5.6%
	Security Return	12%	13%	24%	1%	-44%	-14%	5%	2%	-29%	43%	-21%	
<b>Heating Oil</b>	Index Value	201.6	223.1	235.1	235.9	144.4	82.5	109.7	125.0	103.3	126.0	92.3	-8.2%
	Index Return	8%	11%	5%	0%	-39%	-43%	33%	14%	-17%	22%	-27%	
	Security Value	20.9	22.9	23.9	23.7	14.4	8.1	10.8	12.2	10.2	12.5	9.2	-8.5%
	Security Return	7%	10%	4%	-1%	-39%	-43%	32%	14%	-17%	23%	-27%	
<b>Sulphur Gas Oil</b>	Index Value	285.5	340.9	361.0	373.5	200.4	118.7	154.1	181.6	158.4	192.2	138.9	-7.6%
	Index Return	10%	19%	6%	3%	-46%	-41%	30%	18%	-13%	21%	-28%	
	Security Value	29.5	34.9	36.7	37.6	20.0	11.7	15.1	17.8	15.6	19.1	13.9	-7.9%
	Security Return	9%	18%	5%	3%	-47%	-41%	29%	18%	-12%	23%	-28%	
<b>Aluminium</b>	Index Value	57.2	44.8	43.0	34.0	33.0	25.4	27.8	36.1	29.4	27.7	25.7	-8.4%
	Index Return	5%	-22%	-4%	-21%	-3%	-23%	9%	30%	-19%	-6%	-7%	
	Security Value	5.9	4.6	4.4	3.4	3.3	2.5	2.7	3.5	2.9	2.8	2.6	-8.7%
	Security Return	4%	-22%	-5%	-22%	-4%	-24%	9%	30%	-18%	-5%	-7%	
<b>Copper</b>	Index Value	479.0	361.9	379.7	346.2	288.8	216.1	249.3	318.9	246.2	258.6	234.2	-7.5%
	Index Return	29%	-24%	5%	-9%	-17%	-25%	15%	28%	-23%	5%	-9%	
	Security Value	49.5	37.1	38.6	34.8	28.8	21.3	24.4	31.2	24.3	25.7	23.4	-7.9%
	Security Return	28%	-25%	4%	-10%	-17%	-26%	15%	28%	-22%	6%	-9%	
<b>Zinc</b>	Index Value	89.2	64.4	70.2	65.2	67.5	48.6	76.2	98.0	75.5	73.1	64.9	-3.4%
	Index Return	-9%	-28%	9%	-7%	3%	-28%	57%	28%	-23%	-3%	-11%	
	Security Value	9.2	6.6	7.1	6.6	6.7	4.8	7.5	9.6	7.4	7.3	6.5	-3.8%
	Security Return	-10%	-28%	8%	-8%	2%	-29%	56%	28%	-22%	-2%	-11%	
<b>Nickel</b>	Index Value	277.6	209.0	187.4	149.7	160.6	92.0	102.6	127.7	104.6	135.8	118.1	-8.9%
	Index Return	32%	-25%	-10%	-20%	7%	-43%	11%	24%	-18%	30%	-13%	
	Security Value	28.7	21.4	19.0	15.1	16.0	9.1	10.1	12.5	10.3	13.5	11.8	-9.3%
	Security Return	31%	-25%	-11%	-21%	6%	-43%	11%	24%	-17%	31%	-13%	
<b>Gold</b>	Index Value	182.5	199.9	211.9	151.1	148.4	132.2	142.0	158.6	151.1	174.6	178.9	-0.2%
	Index Return	29%	10%	6%	-29%	-2%	-11%	7%	12%	-5%	16%	2%	
	Security Value	18.9	20.5	21.5	15.2	14.8	13.0	13.9	15.5	14.9	17.4	17.8	-0.6%
	Security Return	27%	9%	5%	-29%	-3%	-12%	7%	11%	-4%	17%	3%	
<b>Silver</b>	Index Value	344.5	309.4	331.2	209.7	166.8	145.5	165.4	173.3	152.6	170.1	155.5	-8.3%
	Index Return	82%	-10%	7%	-37%	-20%	-13%	14%	5%	-12%	11%	-9%	
	Security Value	35.6	31.7	33.6	21.1	16.6	14.4	16.2	17.0	15.0	16.9	15.5	-8.7%
	Security Return	80%	-11%	6%	-37%	-21%	-14%	13%	5%	-11%	13%	-8%	
<b>Live Cattle</b>	Index Value	73.6	72.9	70.0	66.4	81.0	69.4	64.0	69.2	69.6	69.0	58.6	-2.5%
	Index Return	15%	-1%	-4%	-5%	22%	-14%	-8%	8%	1%	-1%	-15%	
	Security Value	7.6	7.5	7.1	6.7	8.1	6.9	6.3	6.8	6.9	6.9	5.8	-2.8%
	Security Return	14%	-2%	-5%	-6%	21%	-15%	-8%	8%	1%	0%	-15%	
<b>Lean Hogs</b>	Index Value	10.7	10.2	9.9	9.7	9.2	6.8	6.6	6.7	5.9	4.6	3.7	-11.0%
	Index Return	0%	-5%	-3%	-2%	-4%	-26%	-3%	2%	-13%	-21%	-21%	
	Security Value	1.1	1.0	1.0	1.0	0.9	0.7	0.6	0.7	0.6	0.5	0.4	-11.4%
	Security Return	-1%	-5%	-4%	-3%	-5%	-27%	-4%	2%	-12%	-20%	-21%	
<b>Wheat</b>	Index Value	25.1	16.6	18.2	13.2	12.0	9.3	7.0	6.1	6.2	6.6	6.2	-14.1%
	Index Return	21%	-34%	10%	-27%	-9%	-22%	-24%	-13%	2%	7%	-6%	
	Security Value	2.6	1.7	1.8	1.3	1.2	0.9	0.7	0.6	0.6	0.7	0.6	-14.4%
	Security Return	20%	-35%	9%	-28%	-10%	-23%	-25%	-14%	2%	8%	-6%	
<b>Kansas Wheat</b>	Index Value	110.4	85.0	89.7	66.2	63.1	42.4	31.6	26.6	25.3	22.4	20.6	-16.7%
	Index Return	42%	-23%	6%	-26%	-5%	-33%	-25%	-16%	-5%	-11%	-8%	
	Security Value	11.4	8.7	9.1	6.7	6.3	4.2	3.1	2.6	2.5	2.2	2.1	-17.0%
	Security Return	41%	-24%	5%	-27%	-6%	-33%	-26%	-16%	-4%	-11%	-8%	

		2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	Compound Annual Growth
<b>Corn</b>	Index Value	18.8	19.0	22.6	15.8	13.7	11.0	9.9	8.6	8.1	7.5	7.0	-10.2%
	Index Return	30%	1%	19%	-30%	-13%	-19%	-10%	-13%	-6%	-7%	-6%	
	Security Value	1.9	1.9	2.3	1.6	1.4	1.1	1.0	0.8	0.8	0.7	0.7	-10.5%
	Security Return	29%	0%	18%	-31%	-14%	-20%	-11%	-13%	-6%	-6%	-6%	
<b>Soybean</b>	Index Value	215.6	180.3	223.3	246.7	233.1	198.9	227.6	207.1	179.3	174.5	160.9	-3.1%
	Index Return	35%	-16%	24%	10%	-6%	-15%	14%	-9%	-13%	-3%	-8%	
	Security Value	22.3	18.5	22.7	24.8	23.2	19.6	22.3	20.3	17.7	17.4	16.1	-3.5%
	Security Return	34%	-17%	23%	9%	-6%	-15%	14%	-9%	-13%	-2%	-8%	
<b>Sugar</b>	Index Value	263.6	232.1	201.8	161.4	111.5	106.2	130.0	96.1	69.6	69.5	75.2	-12.8%
	Index Return	24%	-12%	-13%	-20%	-31%	-5%	22%	-26%	-28%	0%	8%	
	Security Value	27.3	23.8	20.5	16.2	11.1	10.5	12.7	9.4	6.9	6.9	7.5	-13.1%
	Security Return	23%	-13%	-14%	-21%	-32%	-6%	22%	-26%	-27%	1%	8%	
<b>Cotton</b>	Index Value	34.7	27.1	23.7	25.8	20.3	20.9	23.0	25.7	23.3	21.4	18.9	-6.4%
	Index Return	98%	-22%	-13%	9%	-21%	3%	10%	11%	-9%	-8%	-12%	
	Security Value	3.6	2.8	2.4	2.6	2.0	2.1	2.3	2.5	2.3	2.1	1.9	-6.8%
	Security Return	96%	-22%	-14%	8%	-22%	2%	9%	11%	-8%	-8%	-12%	
<b>Coffee</b>	Index Value	42.5	37.7	22.0	15.3	21.0	14.4	14.2	11.8	8.5	9.3	7.8	-16.8%
	Index Return	67%	-11%	-42%	-31%	38%	-32%	-2%	-17%	-28%	10%	-16%	
	Security Value	4.4	3.9	2.2	1.5	2.1	1.4	1.4	1.2	0.8	0.9	0.8	-17.2%
	Security Return	65%	-12%	-42%	-31%	36%	-32%	-2%	-17%	-27%	11%	-16%	
<b>Soybean Oil</b>	Index Value	93.5	79.2	71.4	55.3	43.9	40.5	43.4	39.9	31.6	37.1	30.3	-11.6%
	Index Return	34%	-15%	-10%	-22%	-21%	-8%	7%	-8%	-21%	17%	-18%	
	Security Value	9.7	8.1	7.3	5.6	4.4	4.0	4.3	3.9	3.1	3.7	3.0	-11.9%
	Security Return	32%	-16%	-11%	-23%	-21%	-9%	6%	-8%	-20%	18%	-18%	
<b>Soybean Meal</b>	Index Value	475.5	389.3	579.8	695.1	777.0	636.8	749.8	707.0	662.9	606.7	596.7	2.5%
	Index Return	39%	-18%	49%	20%	12%	-18%	18%	-6%	-6%	-8%	-2%	
	Security Value	49.2	39.9	58.9	69.9	77.4	62.9	73.5	69.2	65.4	60.4	59.5	2.1%
	Security Return	38%	-19%	48%	19%	11%	-19%	17%	-6%	-5%	-8%	-1%	
<b>Cocoa</b>	Index Value	37.7	25.4	27.1	32.0	34.0	37.2	24.8	21.5	25.5	26.3	28.1	-3.1%
	Index Return	-12%	-32%	6%	18%	6%	10%	-33%	-13%	18%	3%	7%	
	Security Value	3.9	2.6	2.8	3.2	3.4	3.7	2.4	2.1	2.5	2.6	2.8	-3.5%
	Security Return	-12%	-33%	6%	17%	5%	8%	-34%	-14%	19%	4%	7%	
<b>Platinum</b>	Index Value	499.2	389.9	423.4	373.3	327.3	240.5	241.6	246.4	205.7	244.9	216.5	-8.7%
	Index Return	19%	-22%	9%	-12%	-12%	-26%	0%	2%	-17%	19%	-12%	
	Security Value	51.6	40.0	43.0	37.6	32.6	23.7	23.7	24.1	20.3	24.4	21.6	-9.1%
	Security Return	18%	-23%	8%	-13%	-13%	-27%	0%	2%	-16%	20%	-11%	
<b>Tin</b>	Index Value	460.4	325.9	397.3	377.0	327.3	246.9	364.1	350.0	344.5	308.2	292.2	-4.8%
	Index Return	58%	-29%	22%	-5%	-13%	-25%	47%	-4%	-2%	-11%	-5%	
	Security Value	47.6	33.4	40.3	37.9	32.6	24.4	35.7	34.2	34.0	30.7	29.2	-5.2%
	Security Return	57%	-30%	21%	-6%	-14%	-25%	46%	-4%	-1%	-10%	-5%	
<b>Lead</b>	Index Value	261.5	209.1	234.2	216.2	177.0	168.5	185.9	225.9	183.3	173.7	166.2	-4.8%
	Index Return	1%	-20%	12%	-8%	-18%	-5%	10%	22%	-19%	-5%	-4%	
	Security Value	27.0	21.4	23.8	21.8	17.6	16.6	18.2	22.1	18.1	17.3	16.6	-5.2%
	Security Return	0%	-21%	11%	-9%	-19%	-6%	10%	21%	-18%	-4%	-4%	

Source: Bloomberg

**Table 3b — Simulated Historical Investment Returns for Longer Dated Individual Securities**

		2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	Compound Annual Growth
<b>Multiplier</b>		0.9991	0.9892	0.9785	0.9683	0.9579	0.9473	0.9371	0.9293	0.9259	0.9320	0.9396	
<b>Natural Gas</b>	Index Value	78.0	46.7	37.0	38.8	30.0	21.1	23.0	17.5	19.3	15.5	12.7	-18.0%
	Index Return	-38%	-40%	-21%	5%	-23%	-30%	9%	-24%	10%	-20%	-18%	
	Security Value	7.7	4.6	3.6	3.7	2.8	2.0	2.1	1.6	1.8	1.5	1.2	-18.4%
	Security Return	-39%	-41%	-22%	4%	-24%	-30%	8%	-24%	11%	-19%	-18%	
<b>WTI Crude</b>	Index Value	769.3	794.1	713.2	801.7	476.8	298.6	355.5	362.3	294.3	384.7	293.7	-10.0%
	Index Return	6%	3%	-10%	12%	-41%	-37%	19%	2%	-19%	31%	-24%	
	Security Value	76.1	77.7	69.1	76.8	45.2	28.0	33.0	33.5	27.4	36.1	27.6	-10.5%
	Security Return	5%	2%	-11%	11%	-41%	-38%	18%	2%	-18%	32%	-24%	
<b>Brent Crude Oil</b>	Index Value	672.9	763.7	813.4	870.5	496.9	283.1	361.6	400.1	346.8	420.0	328.6	-7.5%
	Index Return	11%	13%	7%	7%	-43%	-43%	28%	11%	-13%	21%	-22%	
	Security Value	66.6	74.7	78.8	83.4	47.1	26.5	33.6	37.0	32.3	39.5	30.9	-8.0%
	Security Return	9%	12%	5%	6%	-44%	-44%	27%	10%	-13%	22%	-22%	
<b>Gasoline</b>	Index Value	850.6	961.7	1069.6	1168.6	710.1	593.1	720.7	802.2	596.3	768.4	605.6	-3.6%
	Index Return	11%	13%	11%	9%	-39%	-16%	22%	11%	-26%	29%	-21%	
	Security Value	84.1	94.1	103.6	111.9	67.3	55.6	67.0	74.3	55.6	72.2	57.0	-4.2%
	Security Return	10%	12%	10%	8%	-40%	-17%	20%	11%	-25%	30%	-21%	
<b>Heating Oil</b>	Index Value	502.5	560.6	593.7	608.5	364.2	219.6	276.1	308.6	260.1	312.7	234.2	-8.0%
	Index Return	10%	12%	6%	2%	-40%	-40%	26%	12%	-16%	20%	-25%	
	Security Value	49.7	54.9	57.5	58.3	34.5	20.6	25.7	28.6	24.2	29.4	22.0	-8.5%
	Security Return	9%	10%	5%	1%	-41%	-40%	25%	11%	-15%	21%	-25%	
<b>Sulphur Gas Oil</b>	Index Value	394.8	455.8	475.3	500.6	281.1	170.6	212.6	240.8	214.8	455.9	496.9	2.5%
	Index Return	9%	15%	4%	5%	-44%	-39%	25%	13%	-11%	112%	9%	
	Security Value	39.1	44.6	46.0	48.0	26.6	16.0	19.8	22.3	20.0	42.8	46.8	2.0%
	Security Return	8%	14%	3%	4%	-44%	-40%	24%	13%	-10%	114%	9%	
<b>Aluminium</b>	Index Value	87.6	69.5	67.5	55.5	53.8	42.4	46.5	61.1	48.9	45.4	42.2	-7.7%
	Index Return	6%	-21%	-3%	-18%	-3%	-21%	10%	31%	-20%	-7%	-7%	
	Security Value	8.7	6.8	6.5	5.3	5.1	4.0	4.3	5.7	4.6	4.3	4.0	-8.2%
	Security Return	5%	-21%	-4%	-19%	-4%	-22%	9%	31%	-19%	-6%	-7%	
<b>Copper</b>	Index Value	741.6	568.4	596.7	542.3	453.1	342.0	395.1	509.0	392.6	412.3	372.9	-7.2%
	Index Return	30%	-23%	5%	-9%	-16%	-25%	16%	29%	-23%	5%	-10%	
	Security Value	73.4	55.6	57.8	51.9	42.9	32.1	36.7	47.1	36.6	38.7	35.1	-7.7%
	Security Return	29%	-24%	4%	-10%	-17%	-25%	15%	28%	-22%	6%	-9%	
<b>Zinc</b>	Index Value	131.2	95.4	103.9	97.7	102.3	74.3	116.9	150.4	112.9	107.0	95.8	-3.4%
	Index Return	-8%	-27%	9%	-6%	5%	-27%	57%	29%	-25%	-5%	-10%	
	Security Value	13.0	9.3	10.1	9.4	9.7	7.0	10.9	13.9	10.5	10.1	9.0	-3.9%
	Security Return	-9%	-28%	8%	-7%	4%	-28%	56%	28%	-24%	-4%	-10%	
<b>Nickel</b>	Index Value	429.6	326.0	293.9	235.4	254.2	146.1	163.4	203.6	166.9	215.4	187.7	-8.6%
	Index Return	33%	-24%	-10%	-20%	8%	-43%	12%	25%	-18%	29%	-13%	
	Security Value	42.5	31.9	28.5	22.5	24.1	13.7	15.2	18.9	15.6	20.2	17.7	-9.1%
	Security Return	32%	-25%	-11%	-21%	7%	-43%	11%	24%	-17%	30%	-13%	
<b>Gold</b>	Index Value	186.5	204.2	216.6	154.4	151.7	135.2	145.8	163.4	155.9	180.4	184.7	-0.1%
	Index Return	29%	9%	6%	-29%	-2%	-11%	8%	12%	-5%	16%	2%	
	Security Value	18.4	20.0	21.0	14.8	14.4	12.7	13.5	15.1	14.5	17.0	17.4	-0.6%
	Security Return	28%	8%	5%	-29%	-3%	-12%	7%	12%	-4%	17%	3%	
<b>Silver</b>	Index Value	377.7	339.9	364.9	231.5	184.7	161.5	184.1	193.3	169.8	189.6	173.2	-8.2%
	Index Return	82%	-10%	7%	-37%	-20%	-13%	14%	5%	-12%	12%	-9%	
	Security Value	37.4	33.3	35.3	22.2	17.5	15.1	17.1	17.9	15.8	17.8	16.3	-8.6%
	Security Return	80%	-11%	6%	-37%	-21%	-14%	13%	5%	-12%	13%	-8%	
<b>Live Cattle</b>	Index Value	138.7	138.0	129.0	122.8	145.0	127.7	118.1	138.2	139.7	139.6	121.5	-1.4%
	Index Return	17%	-1%	-6%	-5%	18%	-12%	-8%	17%	1%	0%	-13%	
	Security Value	13.7	13.5	12.5	11.8	13.7	12.0	11.0	12.8	13.0	13.1	11.4	-2.0%
	Security Return	16%	-2%	-7%	-6%	17%	-13%	-8%	17%	2%	1%	-13%	
<b>Lean Hogs</b>	Index Value	176.0	174.6	153.9	162.1	189.3	134.1	115.4	121.3	101.3	85.5	73.7	-9.1%
	Index Return	16%	-1%	-12%	5%	17%	-29%	-14%	5%	-17%	-16%	-14%	
	Security Value	17.4	17.1	14.9	15.5	17.9	12.6	10.7	11.2	9.4	8.0	6.9	-9.6%
	Security Return	15%	-2%	-13%	4%	16%	-30%	-15%	5%	-15%	-15%	-14%	
<b>Wheat</b>	Index Value	99.3	65.8	69.5	50.4	44.8	33.1	25.0	21.9	21.9	22.1	20.6	-15.8%
	Index Return	26%	-34%	6%	-27%	-11%	-26%	-24%	-12%	0%	1%	-7%	
	Security Value	9.8	6.4	6.7	4.8	4.2	3.1	2.3	2.0	2.0	2.1	1.9	-16.2%
	Security Return	25%	-34%	4%	-28%	-12%	-27%	-25%	-13%	0%	2%	-6%	
<b>Kansas Wheat</b>	Index Value	193.1	150.6	159.8	115.1	108.9	74.2	56.6	49.0	47.0	40.0	36.6	-16.6%
	Index Return	42%	-22%	6%	-28%	-5%	-32%	-24%	-13%	-4%	-15%	-8%	
	Security Value	19.1	14.7	15.5	11.0	10.3	7.0	5.3	4.5	4.4	3.8	3.4	-17.0%
	Security Return	40%	-23%	5%	-29%	-6%	-33%	-24%	-14%	-3%	-14%	-8%	

		2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	Compound Annual Growth
<b>Corn</b>	Index Value	44.5	49.7	58.2	43.0	38.1	30.7	27.4	24.4	23.5	21.7	20.1	-8.3%
	Index Return	34%	12%	17%	-26%	-11%	-19%	-11%	-11%	-4%	-8%	-7%	
	Security Value	4.4	4.9	5.6	4.1	3.6	2.9	2.5	2.3	2.2	2.0	1.9	-8.8%
	Security Return	33%	11%	16%	-27%	-12%	-20%	-12%	-11%	-3%	-7%	-7%	
<b>Soybean</b>	Index Value	207.2	180.6	221.9	237.6	224.0	190.4	216.6	205.2	185.6	183.7	168.8	-2.2%
	Index Return	34%	-13%	23%	7%	-6%	-15%	14%	-5%	-10%	-1%	-8%	
	Security Value	20.5	17.7	21.5	22.8	21.2	17.8	20.1	19.0	17.3	17.3	15.9	-2.7%
	Security Return	33%	-14%	22%	6%	-7%	-16%	13%	-6%	-9%	0%	-8%	
<b>Sugar</b>	Index Value	442.6	413.2	338.7	264.2	213.5	185.7	246.8	186.6	136.2	136.6	141.6	-11.7%
	Index Return	38%	-7%	-18%	-22%	-19%	-13%	33%	-24%	-27%	0%	4%	
	Security Value	43.8	40.4	32.8	25.3	20.2	17.4	22.9	17.3	12.7	12.8	13.3	-12.2%
	Security Return	37%	-8%	-19%	-23%	-20%	-14%	32%	-25%	-27%	1%	4%	
<b>Cotton</b>	Index Value	70.4	76.4	61.0	69.1	55.0	55.2	59.7	68.2	65.9	61.0	53.4	-3.0%
	Index Return	100%	9%	-20%	13%	-20%	0%	8%	14%	-3%	-7%	-12%	
	Security Value	7.0	7.5	5.9	6.6	5.2	5.2	5.6	6.3	6.1	5.7	5.0	-3.5%
	Security Return	98%	7%	-21%	12%	-21%	-1%	7%	14%	-3%	-7%	-12%	
<b>Coffee</b>	Index Value	56.1	51.2	30.0	20.9	29.1	20.0	19.8	16.6	12.1	13.1	11.0	-16.3%
	Index Return	69%	-9%	-41%	-30%	39%	-31%	-1%	-16%	-27%	8%	-16%	
	Security Value	5.5	5.0	2.9	2.0	2.8	1.9	1.8	1.5	1.1	1.2	1.0	-16.7%
	Security Return	68%	-10%	-42%	-31%	38%	-32%	-1%	-17%	-27%	9%	-16%	
<b>Soybean Oil</b>	Index Value	152.2	133.4	121.9	94.9	77.8	72.4	78.3	72.4	57.8	67.8	55.6	-10.4%
	Index Return	36%	-12%	-9%	-22%	-18%	-7%	8%	-8%	-20%	17%	-18%	
	Security Value	15.1	13.1	11.8	9.1	7.4	6.8	7.3	6.7	5.4	6.4	5.2	-10.9%
	Security Return	35%	-13%	-10%	-23%	-19%	-8%	7%	-8%	-20%	18%	-18%	
<b>Soybean Meal</b>	Index Value	273.7	236.3	346.3	434.2	456.3	373.3	435.4	431.7	434.0	403.5	399.8	4.2%
	Index Return	29%	-14%	47%	25%	5%	-18%	17%	-1%	1%	-7%	-1%	
	Security Value	27.1	23.1	33.5	41.6	43.2	35.0	40.5	40.0	40.4	37.9	37.6	3.7%
	Security Return	28%	-15%	45%	24%	4%	-19%	16%	-1%	1%	-6%	-1%	

Source: Bloomberg

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This Prospectus relates only to the Micro and Commodity Securities and does not relate to the exchange-traded physical commodities underlying any of the Commodity Indices components. Purchasers of the Micro and Commodity Securities should not conclude that the inclusion of a futures contract in the 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 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 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 Commodity Indices components, including without limitation a description of factors that affect the prices of such components, are accurate or complete.

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## 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 13 (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.

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.

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 on the relevant Pricing Day (day T) and to receive such amount, in US Dollars, on the Redemption Payment Date (normally day T+2).

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 under the headings “Applications and Redemptions — Settlement Pricing” and “Applications and Redemptions — Redemption Processes” below will operate.

Commodity Securities will be priced and settled in US Dollars. 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 for each class of Classic Individual Security and Longer Dated Individual Security, for each Pricing Day for that class, will be as follows:

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

where:

- i refers to the relevant class of Individual Security;
- t refers to the applicable Pricing Day;
- Price<sub>(i,t)</sub> is the Price of an Individual Security of class i for day t;
- I<sub>(i,t)</sub> is the closing settlement price level of the Individual Commodity Index applicable to an Individual Security of class i for day t;
- M<sub>(i,t)</sub> is the Multiplier for day t; and
- PF<sub>(i,t)</sub> is the Pool Factor applicable to the relevant class of Individual Security on day t.

*Multiplier*

As at 28 February 2020 the Multiplier for all classes of Classic Commodity Securities was 0.9977383 and for all classes of Longer Dated Commodity Securities was 0.9411924. 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<sub>(i,t)</sub> is the Multiplier of a Classic Individual Security or Longer Dated Individual Security of class i for day t;
- M<sub>(i,t-1)</sub> is the Multiplier of a Classic Individual Security or Longer Dated Individual Security of class i for the previous day t-1; and

CA<sub>(t,i)</sub> is the Capital Adjustment of a Classic Individual Security or Longer Dated Individual Security of class i applicable on day t, expressed as a decimal.

The Multiplier for Classic Securities and Longer Dated 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 Classic Individual Securities and all classes of Longer Dated Individual Securities however, the Multiplier for Longer Dated Securities is not the same as the Multiplier for Classic Securities. In future, the Capital Adjustment could be changed so that the Multiplier is different for all classes of Classic Securities or Longer Dated Securities. The Multipliers will be calculated daily by the Issuer to seven places of decimals with 0.0000005 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 Micro Classic Securities was set so that the Price of each Classic Index Security was equal to one tenth of the value of the Bloomberg Commodity Index<sup>SM</sup> (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 Micro Longer Dated 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 Forward<sup>SM</sup> (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 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 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 0.0000005 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*) 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 28 February 2020 on that day:

	<b>Live Cattle</b>	<b>Lean Hogs</b>	<b>Livestock Basket</b>
<b>Individual Securities</b>			
Index (I)	58.5701792	3.65419523	
Multiplier (M)	0.9977383	0.9977383	
Price (I x M/10)	5.8437711	0.3645931	
<b>Index Security</b>			
Number of Micro Securities (MS)	279391	1914555	
Price per MS (P)	0.00000584	0.00000036	
Total Value (MS x P)	1.632697051	0.698033543	2.3307306

### **Rebalancing of Index Securities**

Whenever the Bloomberg Commodity Index<sup>SM</sup> is re-weighted, which is expected to occur each January, the Bloomberg Commodity Index 3 Month Forward<sup>SM</sup> will also be rebalanced. As a result, any rebalancing of the Bloomberg Commodity Index<sup>SM</sup> 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 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 Index<sup>SM</sup> for Classic Index Securities and the Bloomberg Commodity Index 3 Month Forward<sup>SM</sup> 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 Index<sup>SM</sup> or the Bloomberg Commodity Index 3 Month Forward<sup>SM</sup> (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 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 by the Index Oversight Committee in advance for the purposes of re-balancing annually the Commodity Indices as described under the heading “Composition and Weightings” in Part 3 (*The Bloomberg Commodity Index Family*), 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 by the Index Oversight Committee 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 document, 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., Banca IMI S.p.A., Bluefin Europe LLP, Citigroup Global Markets Limited, Goldenberg Hehmeyer LLP, Goldman Sachs International, Jane Street Financial Limited, Merrill Lynch International, Morgan Stanley & Co. International plc, Optiver VOF, Susquehanna International Securities Limited, Susquehanna Ireland Limited, UBS AG, London Branch, Virtu Financial Ireland Limited and Société Générale, the terms of which (as amended) are summarised in paragraph 3 of Part 13 (*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.

### **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 document. 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 Individual Securities, US\$50,000 per class of Individual Security; or
- (b) 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 Classic Commodity Contracts and Longer Dated Commodity Contracts of a class relating to commodities currently included in the Bloomberg Commodity Index<sup>SM</sup> 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 Classic Commodity Contracts and Longer Dated Commodity Contracts of a class relating to commodities not currently included in the Bloomberg Commodity Index<sup>SM</sup> (cocoa, gas oil, lead, platinum and tin) is US\$7.5 million, save that if the Bloomberg Commodity Index<sup>SM</sup> is subsequently 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.

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.

Bloomberg 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 £500 (including any applicable VAT) (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 £500 (including any applicable VAT) (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 reduce the Redemption Fee to 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 (i) the 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 depositories 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 of 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**

50 classes of Commodity Contracts are currently available under the Facility Agreements to be created by the Issuer, corresponding to the 50 classes of Micro Securities and 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 FCA 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 Ireland (*the Central Bank of Ireland*), the competent authority in Italy, the *Commissione Nazionale per le Società e la Borsa* (CONSOB), the competent authority in the Netherlands, the *Autoriteit Financiële Markten* (Authority for the Financial Markets), the competent authority in Spain, the *Comisión Nacional del Mercado de Valores* (Securities Market Commission), the competent authority in Sweden, *Finansinspektionen* (Financial Supervisory Authority) and the competent authority in Norway, the *Finanstilsynet* (Norwegian Financial Supervision Authority) with certificates of approval attesting that this Prospectus has been drawn up in accordance with the Prospectus Regulation.

The Issuer may request the FCA 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 26 February 2016 by RIS announcement that it had elected the United Kingdom 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 document, 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 document;
- (b) no person responsible solely or jointly for this document or any part of it shall have any liability for any information or representation not contained in this document;
- (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 since 15 December 2006:

#### **Classic Individual Securities**

WisdomTree Aluminium  
(formerly ETFS Aluminium)  
WisdomTree Coffee  
(formerly ETFS Coffee)  
WisdomTree Copper  
(formerly ETFS Copper)  
WisdomTree Corn  
(formerly ETFS Corn)  
WisdomTree Cotton  
(formerly ETFS Cotton)  
WisdomTree WTI Crude Oil  
(formerly ETFS WTI Crude Oil)  
WisdomTree Gasoline  
(formerly ETFS Gasoline)

#### **Classic Index Securities**

WisdomTree Broad Commodities  
(formerly ETFS All Commodities)  
WisdomTree Energy  
(formerly ETFS Energy)  
WisdomTree Petroleum  
(formerly ETFS Petroleum)  
WisdomTree Broad Commodities Ex-Energy  
(formerly ETFS Ex-Energy)  
WisdomTree Precious Metals  
(formerly ETFS Precious Metals)  
WisdomTree Industrial Metals  
(formerly ETFS Industrial Metals)  
WisdomTree Agriculture  
(formerly ETFS Agriculture)

WisdomTree Gold  
 (formerly ETFS Gold)  
 WisdomTree Natural Gas  
 (formerly ETFS Natural Gas)  
 WisdomTree Nickel  
 (formerly ETFS Nickel)  
 WisdomTree Silver  
 (formerly ETFS Silver)  
 WisdomTree Soybeans  
 (formerly ETFS Soybeans)  
 WisdomTree Sugar  
 (formerly ETFS Sugar)  
 WisdomTree Wheat  
 (formerly ETFS Wheat)  
 WisdomTree Zinc  
 (formerly ETFS Zinc)

WisdomTree Softs  
 (formerly ETFS Softs)  
 WisdomTree Livestock  
 (formerly ETFS Livestock)  
 WisdomTree Grains  
 (formerly ETFS Grains)

The Classic Commodity Securities (other than the CLPT Securities, BG Securities and KS Securities) were admitted to listing on the Regulated Market (General Standard) (*Regulierter Markt [General Standard]*) of the Frankfurt Stock Exchange (*Frankfurter Wertpapierbörse*) on 1 November 2006, Euronext Paris SA on 15 February 2007 and the ETFplus market of the Borsa Italiana on 20 April 2007.

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 (formerly ETFS Nickel)	WisdomTree Sugar (formerly ETFS Sugar)
WisdomTree Petroleum (formerly ETFS Petroleum)	WisdomTree Zinc (formerly ETFS Zinc)
WisdomTree Precious Metals (formerly ETFS Precious Metals)	

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*) since 27 November 2007:

**Longer Dated Individual Securities**

WisdomTree Natural Gas Longer Dated  
 (formerly ETFS Longer Dated Natural Gas)

**Longer Dated Index Securities**

WisdomTree Agriculture Longer Dated  
 (formerly ETFS Longer Dated Agriculture)  
 WisdomTree Broad Commodities Longer Dated  
 (formerly ETFS Longer Dated All Commodities)  
 WisdomTree Energy Longer Dated  
 (formerly ETFS Longer Dated Energy)  
 WisdomTree Broad Commodities Ex-Energy  
 Longer Dated  
 (formerly ETFS Longer Dated Ex-Energy)  
 WisdomTree Grains Longer Dated  
 (formerly ETFS Longer Dated Grains)  
 WisdomTree Industrial Metals Longer Dated  
 (formerly ETFS Longer Dated Industrial Metals)

WisdomTree Livestock Longer Dated  
(formerly ETFS Longer Dated Livestock)  
WisdomTree Petroleum Longer Dated  
(formerly ETFS Longer Dated Petroleum)  
WisdomTree Softs Longer Dated  
(formerly ETFS Longer Dated Softs)

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*) since 14 March 2012. The WisdomTree Brent Crude Individual Securities have been listed on the ETFplus market of the Borsa Italiana since 30 August 2012.

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*) since 29 November 2012.

The WisdomTree Longer Dated Brent Crude Oil (formerly ETFS Longer Dated Brent Crude) Individual Securities and WisdomTree Broad Commodities Ex-Energy (formerly ETFS 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 classes (as renamed pursuant to the eighteenth supplemental trust instrument dated 31 July 2019) with the same or different Principal Amount and with the same or different ISIN and this Prospectus applies to any such reissued classes.

Although all Micro Securities 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 has been made to the FCA for all Micro and Commodity Securities issued within 12 months of the date of this document to be admitted to the 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 (being part of the London Stock Exchange's Regulated Market for the purposes of MiFID II. 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.

## **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*

For the purpose of good delivery of the Commodity Securities on the Frankfurt Stock Exchange, Clearstream Banking Aktiengesellschaft (“**Clearstream**”) will issue, for each series and the relevant number of Commodity Securities, a Global Bearer Certificate (each a “**Global Bearer Certificate**”) in the German language created under German law (“**Collective Safe Custody**”). Global Bearer Certificates have been issued in respect of the Classic Commodity Securities. The Global Bearer Certificates have the following German ISIN Codes:

<b>Type of Global Bearer Certificate</b>	<b>ISIN Code</b>
WisdomTree Aluminium (formerly ETFS Aluminium)	DE000A0KRJS4
WisdomTree Brent Crude Oil (formerly ETFS Brent Crude)	DE000A1N49P6
WisdomTree Coffee (formerly ETFS Coffee)	DE000A0KRJT2
WisdomTree Copper (formerly ETFS Copper)	DE000A0KRJU0
WisdomTree Corn (formerly ETFS Corn)	DE000A0KRJV8
WisdomTree Cotton (formerly ETFS Cotton)	DE000A0KRJW6
WisdomTree WTI Crude Oil (formerly ETFS WTI Crude Oil)	DE000A0KRJX4
WisdomTree Gasoline (formerly ETFS Gasoline)	DE000A0KRJY2
WisdomTree Gold (formerly ETFS Gold)	DE000A0KRJZ9
WisdomTree Heating Oil (formerly ETFS Heating Oil)	DE000A0KRJ02
WisdomTree Lean Hogs (formerly ETFS Lean Hogs)	DE000A0KRJ10
WisdomTree Live Cattle (formerly ETFS Live Cattle)	DE000A0KRJ28
WisdomTree Natural Gas (formerly ETFS Natural Gas)	DE000A0KRJ36
WisdomTree Nickel (formerly ETFS Nickel)	DE000A0KRJ44
WisdomTree Silver (formerly ETFS Silver)	DE000A0KRJ51
WisdomTree Soybean Oil (formerly ETFS Soybean Oil)	DE000A0KRJ69
WisdomTree Soybeans (formerly ETFS Soybeans)	DE000A0KRJ77
WisdomTree Sugar (formerly ETFS Sugar)	DE000A0KRJ85
WisdomTree Wheat (formerly ETFS Wheat)	DE000A0KRJ93
WisdomTree Zinc (formerly ETFS Zinc)	DE000A0KRKA0
WisdomTree Agriculture (formerly ETFS Agriculture)	DE000A0KRKB8
WisdomTree Broad Commodities (formerly ETFS All Commodities)	DE000A0KRKC6
WisdomTree Energy (formerly ETFS Energy)	DE000A0KRKD4
WisdomTree Broad Commodities Ex-Energy (formerly ETFS Ex-Energy)	DE000A0KRKE2
WisdomTree Grains (formerly ETFS Grains)	DE000A0KRKF9
WisdomTree Industrial Metals (formerly ETFS Industrial Metals)	DE000A0KRKG7

WisdomTree Broad Commodities Ex-Agriculture and Livestock (formerly ETFS Ex-Agriculture & Livestock)	DE000A1RX1P2
WisdomTree Livestock (formerly ETFS Livestock)	DE000A0KRKH5
WisdomTree Petroleum (formerly ETFS Petroleum)	DE000A0KRKJ1
WisdomTree Precious Metals (formerly ETFS Precious Metals)	DE000A0KRKK9
WisdomTree Softs (formerly ETFS Softs)	DE000A0KRKL7
WisdomTree Natural Gas Longer Dated (formerly ETFS Longer Dated Natural Gas)	DE000A0SVYC2
WisdomTree Agriculture Longer Dated (formerly ETFS Longer Dated Agriculture)	DE000A0SVX83
WisdomTree Broad Commodities Longer Dated (formerly ETFS Longer Dated All Commodities)	DE000A0SVX34
WisdomTree Energy Longer Dated (formerly ETFS Longer Dated Energy)	DE000A0SVX42
WisdomTree Broad Commodities Ex-Energy Longer Dated (formerly ETFS Longer Dated Ex-Energy)	DE000A0SVX67
WisdomTree Grains Longer Dated (formerly ETFS Longer Dated Grains)	DE000A0SVYB4
WisdomTree Industrial Metals Longer Dated (formerly ETFS Longer Dated Industrial Metals)	DE000A0SVX75
WisdomTree Livestock Longer Dated (formerly ETFS Longer Dated Livestock)	DE000A0SVYA6
WisdomTree Petroleum Longer Dated (formerly ETFS Longer Dated Petroleum)	DE000A0SVX59
WisdomTree Softs Longer Dated (formerly ETFS Longer Dated Softs)	DE000A0SVX91
WisdomTree Brent Crude Oil Longer Dated (formerly ETFS Longer Dated Brent Crude)	DE000A1N49Q4

A non-binding English language translation of the conditions of the Global Bearer Certificates is set out in Part 10 (*Global Bearer Certificates*) and the definitive German language text is annexed hereto in Annexes 1 and 2.

For each Global Bearer Certificate, the relevant number and type of Commodity Securities will be registered in the name of Vidacos Nominees Limited, London, England (the “**Nominee**”) in the relevant Register of Security Holders and credited to a separate safe custody account of Clearstream with Citibank N.A., London, England (the “**Custodian**”). The safe custody accounts assigned to the Commodity Securities (the “**Safe Custody Account**”) will be designated “Clearstream Banking Aktiengesellschaft (Clearstream) — Special Safe Custody Account for WisdomTree Commodity Securities Global Bearer Certificate” followed by the name and type of Commodity Security concerned as set out in Annex 2.

In accordance with the conditions governing each Global Bearer Certificate:

- each co-owner thereof will be entitled, at his expense, to demand at any time that Clearstream arrange for the registration of the co-owner or a third party designated by him, in the relevant Register of Security Holders of the number and type of Commodity Securities corresponding to his co-ownership share or any portion thereof in the Global Bearer Certificate of the same type; and
- any registered holder of Commodity Securities of any relevant type will be entitled, at his expense, to have his Commodity Securities delivered to the Custodian for crediting to the Safe Custody Account against a corresponding co-ownership share in the Global Bearer Certificate of the relevant type.

Whenever the number of Commodity Securities represented by the Global Bearer Certificate of any type changes (as a result, for example, of deliveries to the Safe Custody Account, withdrawals from the Safe Custody Account or issues or redemptions of Commodity Securities), Clearstream will amend the relevant Global Bearer Certificate accordingly.



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. Any subscription rights or other rights and any fractional rights relating to the Commodity Securities in the Safe Custody Account will be held by Clearstream at the disposal of HSBC Trinkaus & Burkhardt AG (the "**Bank**") of Königsallee 21/23, 40212 Düsseldorf, Federal Republic of Germany. Upon the request of the Bank, Clearstream will give instructions to the Custodian for the exercise, purchase or sale of such subscription rights, other rights or fractional rights. In case of any flow of cash amounts resulting out of such transactions, Clearstream will without delay inform the Bank by fax of the net proceeds or the net costs, respectively, and the related value date. The net proceeds or the net costs, respectively, must be credited or debited to the Bank's cash account with Clearstream or as otherwise agreed between Clearstream and the Bank.

#### *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 Neue Börsenstraße 1, D60487 Frankfurt am Main, 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 Micro Classic Securities, Classic Individual Securities and Classic Index Securities of Issuer (each having the Principal Amount stated in paragraph 5 of Part 13 (*Additional Information*)) having an aggregate Principal Amount of up to US\$1,000,000,000, of any 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 and the Ex Classic Index Securities) was authorised pursuant to a resolution of the Board passed on 15 September 2006 and such Classic Micro and Commodity Securities are constituted by a Trust Instrument dated 21 September 2006, 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 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 and a twentieth supplemental trust instrument dated 21 May 2020 (as so amended, the “**Trust Instrument**” which expression includes further deeds or documents supplemented thereto from time to time), governed by Jersey law between the Issuer and The Law Debenture Trust Corporation p.l.c. (the “**Trustee**”), (as amended) and in each case secured by a security deed governed by English law dated 21 September 2006 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 1,000,000,000 in number of Longer Dated Securities of the Issuer (each having the Principal Amount stated in paragraph 5 of Part 13 (*Additional Information*)) of any of the classes and categories described in this Prospectus (other than the BG Securities, the BG Micro Securities, the KS Securities and the KS Micro Securities) was authorised pursuant to a resolution by the Board passed on 20 July 2007 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 1,000,000,000 in number of CLPT Micro Securities and CLPT Securities of each class of the Issuer (each having the Principal Amount stated in paragraph 5 of Part 13 (*Additional Information*)) of any of the classes described in this Prospectus was authorised pursuant to a resolution by the Board passed on 11 September 2008 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 1,000,000,000 in number of BG Micro Securities, BG Securities and Ex Classic Index Securities of each class or category of the Issuer (each having the Principal Amount stated in paragraph 5 of Part 13 (*Additional Information*)) was authorised pursuant to a resolution by the Board passed on 8 December 2011 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 1,000,000,000 in number of KS Micro Securities and KS Securities of each class of the Issuer (each having the Principal Amount stated in paragraph 5 of Part 13 (*Additional Information*)) was authorised pursuant to a resolution by the Board passed on 26 November 2012 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 Trustee is a public limited company registered in England with number 1675231 whose registered office is at Fifth Floor, 100 Wood Street, London EC2V 7EX 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 twentieth supplemental trust instrument dated 21 May 2020 pursuant to which the Conditions were amended with effect from the date of this Prospectus. The following are the main changes from the Conditions as in effect immediately prior to the date of this Prospectus:

- replacement of the former name of the Issuer by its current name and amendment in Condition 31 of notice details for the Issuer;
- substituting “WisdomTree Broad Commodities Index Securities” and “WisdomTree Broad Commodities Longer Dated Index Securities” for “ETFs All Commodities Index Securities” and “ETFs Longer Dated All Commodities Index Securities” in Condition 14.7(a) (following the change in the names of such securities with effect from 26 September 2019 as announced on 31 July 2019);
- updating references to the Issuer’s Website; and
- deletion of the words “or an Authorised Participant Agreement” in Condition 30.3.

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 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 and a twentieth supplemental trust instrument dated 21 May 2020, 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);

**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 Commodity Index<sup>SM</sup>** means the index known as the Bloomberg Commodity Index<sup>SM</sup> calculated and published by Bloomberg, formerly known as the Dow Jones – UBS Commodity Index<sup>SM</sup>;

**Bloomberg Commodity Index 3 Month Forward<sup>SM</sup>** means the index known as the Bloomberg Commodity Index 3 Month Forward<sup>SM</sup> calculated and published by Bloomberg, formerly known as the Dow Jones - UBS Commodity Index 3 Month Forward<sup>SM</sup>;

**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;

**Classic 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;

**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;

**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;

**Classic Micro and Commodity Securities** means Micro Classic Securities, Classic Individual Securities and Classic Index Securities and **Classic Micro or Commodity Securities** 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 Indices** means both the Bloomberg Commodity Index<sup>SM</sup> and the Bloomberg Commodity Index 3 Month Forward<sup>SM</sup> and includes the other related indices and sub-indices of the Bloomberg Commodity Index<sup>SM</sup> and the Bloomberg Commodity Index 3 Month Forward<sup>SM</sup> and the **Commodity Index** shall be construed accordingly;

**Commodity Securities** means Index Securities and Individual Securities;



**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 & Ireland Limited;

**Default Rate** means a rate per annum of interest equal to LIBOR 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;

**ECIPs** means, with respect to a Commodity Index, the effective percentage weights of the constituent commodities in that 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);

**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 to LIBOR, 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 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 the document entitled “Index Methodology – The Bloomberg Commodity Index Family” which sets out the methodology for calculation of the Bloomberg Commodity Index<sup>SM</sup>, Bloomberg Commodity Index 3 Month Forward<sup>SM</sup> 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/>;

**Hedge Roll Day** means each of the fifth to ninth (inclusive) General Trading Days of each Month, provided that if the ninth General Trading Day of that Month is not a Pricing Day for one or more Individual Commodity Indices, the next following Pricing Day for each such Individual Commodity Index 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 Securities** means the Classic Index Securities and the Longer Dated Index Securities;

**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 Bloomberg 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 together the Classic Individual Securities and the Longer Dated Individual Securities;

**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" (as defined in the 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 (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;

**LIBOR** means, in respect of any date of determination:

- (a) the rate for overnight deposits in US Dollars which appears on the Reuters LIBOR01 page (or any successor page) as of 11:00 a.m. on the day that is two London Business Days preceding such date of determination; or
- (b) in the event of the unavailability of the Reuters LIBOR01 page (or any successor page), the rate for such determination date will be determined on the basis of the rates at which deposits in US Dollars are offered by four major banks in the London interbank market ("**Reference Banks**") at approximately 11:00 a.m. on the day that is two London Business Days preceding the relevant determination date to prime banks in the London interbank market for overnight deposits commencing on that date and in an amount (a "**Representative Amount**") that is representative for a single transaction in the relevant market at the relevant time. The Issuer will request the principal London office of each of the Reference Banks to provide a quotation of its rate. If at least two such quotations are provided, the rate for such date will be the arithmetic mean of the quotations. If fewer than two quotations are provided as requested, the rate for such determination date will be the arithmetic mean of the rates quoted by major banks in New York City, selected by the Issuer, at approximately 11.00 a.m., New York City time, on such determination date for loans in US Dollars to leading European banks for overnight deposits commencing on the determination date and in a Representative Amount;

**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 Micro Longer Dated Securities of a particular class (or Longer Dated Commodity Securities to the extent they are comprised of Micro Longer Dated 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 Longer Dated Securities;

**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;

**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;

**Longer Dated Micro and Commodity Securities** means Micro Longer Dated Securities, Longer Dated Individual Securities and Longer Dated Index Securities and **Longer Dated Micro or Commodity Securities** means any of them;

**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 Classic 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;

**Micro Longer Dated 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;



**Micro Securities** means the Micro Classic Securities and the Micro Longer Dated Securities;

**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 Commodity Contract, 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" (as defined in the 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 Index<sup>SM</sup>, the CIPs as published by Bloomberg to be used in rebalancing of the Bloomberg Commodity Index<sup>SM</sup> at the time of the Rebalancing, and (ii) if the Relevant Commodity Index is the Bloomberg Commodity Index 3 Month Forward<sup>SM</sup>, the effective percentage weights of the constituent commodities in the Bloomberg Commodity Index 3 Month Forward<sup>SM</sup> 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 Forward<sup>SM</sup> 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 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, the 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, the 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** 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 Classic Commodity Contracts and Classic Micro and Commodity Securities, the Bloomberg Commodity Index<sup>SM</sup> and, in the case of Longer Dated Commodity Contracts and Longer Dated Micro and Commodity Securities, the Bloomberg Commodity Index 3 Month Forward<sup>SM</sup>;

**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 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 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;

**Strategy** means each of the two groups of Micro and Commodity Securities constituted by these Conditions, being Classic Micro and Commodity Securities and 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;

**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; and

**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.

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. 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 determined for that class by the following formula (calculated to thirteen places of decimals with 0.0000000000005 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 for Micro Classic Securities was 1.0000000 on the day on which the first Classic Micro or Commodity Securities (of any type) were issued. The Multiplier for Micro Longer Dated Securities was 1.0000000 on the day on which the first Longer Dated Micro or Commodity Securities (of any type) were 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.

## 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 be the amount (in US Dollars) 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.
- 8.6 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 US Dollars 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 US Dollar 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 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;
- (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 of all Micro and Commodity Securities thereby Priced together with 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
- (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 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 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 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 Longer Dated Broad Commodities 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:

$$MST_{(i,j)} = VSum_{(i,T)} \times Weight_{(i,j,T)} / P_{(i,T)}$$

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;

$VSum_{(i,T)}$  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:

$$MSDR_{(i,j,t)} = (MSB_{(i,j)} - MST_{(i,j)})/N$$

where:

i refers to the relevant class of Micro Securities;

t refers to day t;

j refers to the relevant category of Index Securities;

$MSDR_{(i,j,t)}$  is the number of Micro Securities of class i reduced on day t;

$MSB_{(i,j)}$  is the number of Micro Securities of class i before the Rebalancing;

$MST_{(i,j)}$  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, " $MSDR_{(i,j,t)}$ " for that class of Micro Security shall be zero on day t and on the day following the next Pricing Day for that class of Individual Commodity Index that number of Micro Securities will be reduced in addition to any other reduction to occur on such day.

- (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:

$$MSDI_{(i,j,t)} = VPTI_{(i,j,T)} \times VMSDR_{(j,t)} / P_{(i,t-1)}$$

where:

i refers to the relevant class of Micro Securities;

t refers to day t;

j refers to the relevant category of Index Securities;

$MSDI_{(i,j,t)}$  is the increase in the number of Micro Securities of class i on day t;

$VPTI_{(i,j,T)}$  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;

$VMSDR_{(j,t)}$  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, " $MSDI_{(i,j,t)}$ " for that class of Micro Security shall be zero on day t and shall

be recalculated (by changing only  $P_{(t-1)}$ ) on the day following the next Pricing Day for that class of Individual Commodity Index and that recalculated number of Micro Securities will be increased in addition to any other increase to occur on such day.

- (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.

## **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;

- (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), (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;
- (e) the amendment is to substitute a different forward commodity index for the Bloomberg Commodity Index 3 Month Forward<sup>SM</sup> 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 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 (g) 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 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 sub-division 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."

## PART 8

### PARTICULARS OF SECURITY DEEDS

The Issuer and the Trustee have entered into 50 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;
  - (ii) 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

- (iii) 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).

### **Permitted Variations**

- 3. 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.world-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 (<http://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>).

### *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](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](http://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 [http://www.cmegroup.com/trading/agricultural/grain-and-oilseed/wheat\\_contract\\_specifications.html](http://www.cmegroup.com/trading/agricultural/grain-and-oilseed/wheat_contract_specifications.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 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 principle 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.

### *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

### GLOBAL BEARER CERTIFICATES

The following is a non-binding English language translation of the form of Global Bearer Certificates. The definitive German language text, of which the following is a direct and accurate translation, of the form of the Global Bearer Certificates and the Conditions of the Global Bearer Certificates is set out in Annexes 1 and 2 of this document. In the event of any inconsistency between the definitive German language text of the form of the Global Bearer Certificates and the English translation below, the former shall always prevail.

#### Model Form of Global Bearer Certificate (non-binding translation)

<p style="text-align: center;"><b>Global Bearer Certificate</b></p> <p style="text-align: center;">for</p> <p style="text-align: center;">● registered [see Annex 1] [class of Individual/category of Index] Securities</p> <p style="text-align: center;">of</p> <p style="text-align: center;">WisdomTree Commodity Securities Limited (formerly ETFS Commodity Securities Limited)</p> <p style="text-align: center;">Ordnance House, 31 Pier Road, St Helier, Jersey, Channel Islands, JE4 8PW</p> <p style="text-align: center;">divided into securities with a principal amount of ● [see Annex 1] each</p> <p>As underlying stock for this Global Bearer Certificate the Clearstream Banking Aktiengesellschaft, Frankfurt am Main, Federal Republic of Germany (hereinafter referred to as "Clearstream"), is holding ● registered [see Annex 1] [class of Individual/category of Index] Securities (hereinafter referred to as "Notes") of WisdomTree Commodity Securities Limited, Jersey, Channel Islands (hereinafter referred to as the "Company") constituted by a Trust Instrument dated 21 September 2006 between the Company and The Law Debenture Trust Corporation p.l.c. (hereinafter referred to as the "Trust Instrument") and secured as described therein and divided into securities with a principal amount of ● [see Annex 1] each, registered in the name of Vidacos Nominees Limited, London, England, and held in a special Safe Custody Account with Citibank N.A., London, England. Each co-owner of this Global Bearer Certificate is entitled to demand at any time from Clearstream to arrange for the delivery and registration in the relevant Register of Security Holders, in his name or in the name of a third party designated by him of such number of Notes as corresponds to his share in this Global Bearer Certificate.</p> <p>In respect of all further matters, the Conditions attached to this Global Bearer Certificate and forming an essential part thereof shall apply.</p> <p>Frankfurt am Main.</p> <p style="text-align: right;"><b>CLEARSTREAM BANKING</b> AKTIENGESELLSCHAFT</p>
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**Text of the Conditions of the Global Bearer Certificates  
(non-binding translation)**

**Conditions of the Certificate  
(non-binding translation)**

1. This Global Bearer Certificate bears the signature of two managing directors, or one managing director and one holder of procuration, of the Clearstream Banking Aktiengesellschaft, Frankfurt am Main, Federal Republic of Germany (hereinafter referred to as "Clearstream").
2. Each co-owner of this Global Bearer Certificate is entitled to demand at any time from Clearstream the delivery and the registration in the relevant Register of Security Holders, in his name or in the name of a third party designated by him of such number of registered • [see Annex 1] [class of Individual/category of Index] Securities (hereinafter referred to as "Notes") of WisdomTree Commodity Securities Limited, Jersey, Channel Islands, England, (hereinafter referred to as the "Company") constituted by a Trust Instrument dated 21 September 2006 between the Company and The Law Debenture Trust Corporation p.l.c. (hereinafter referred to as the "Trust Instrument") and secured as described therein and divided into securities with a principal amount of • [see Annex 1] each, as corresponds to his co-ownership share in this Global Bearer Certificate. Such demand shall be made by the co-owner through his depository bank to Clearstream, stating to whom the Notes shall be delivered, respectively, the address to which the certificate evidencing the registration shall be mailed by the Registrar.

In addition to the delivery, respectively, transfer fee determined by Clearstream pursuant to § 315 of German Civil Code, the co-owner shall bear any expenses, taxes, fees or duties arising from such delivery resp. transfer and registration.

The co-owners of this Global Bearer Certificate are not entitled to demand delivery of individual bearer certificates out of this Global Bearer Certificate.

3. As a rule, Clearstream shall convey to the co-owner, through his depository bank and in proportion to his share in the Global Bearer Certificate, all rights arising from the Notes under the laws of England and Jersey, Channel Islands.

Payments of capital, interests and/or other amounts due will be passed on by Clearstream to the co-owner. Furthermore, any terms and conditions announced by Clearstream shall apply.

All payments to the co-owner shall be made in EURO, in accordance with the foreign exchange control regulations prevailing at the time, unless the co-owner has in time before the due date demanded payment in USD (United States Dollars).

4. As a rule, Clearstream shall not exercise voting rights arising in a noteholder meeting. On demand it shall cause a voting proxy to be issued to the co-owner or a third party indicated by him.

The Company has undertaken to publish the agenda of any noteholder meeting as well as the conditions for participating in the meeting and exercising the voting rights before each meeting.

5. Should the issuance of the Global Bearer Certificate be subject at any time to any taxes, fees or duties in the Federal Republic of Germany or in Jersey, Channel Islands, the co-owners shall bear such taxes, fees or duties in proportion to their shares in the Global Bearer Certificate.

Clearstream is entitled to divide among all co-owners in proportion to their co-ownership shares in the Global Bearer Certificate all taxes, fees and duties to which it may at any time be subject in the Federal Republic of Germany or in Jersey, Channel Islands, by the mere fact that it is holding the Notes.

6. If for any reason the Notes should be replaced by other notes or some other valuable, the co-owner's right to the Notes shall convert into a right to the relevant substitutes. In such event these Conditions shall apply mutatis mutandis.
7. Clearstream is entitled to substitute another entity for Citibank N.A., London, England, (hereinafter referred to as "Custodian") in its function as Custodian or Vidacos Nominees Limited, London, England, (hereinafter referred to as "Nominee") in its function as Nominee. In such event, Clearstream shall not be responsible for more than careful selection. This does not affect Clearstream's right to assume itself the functions of the Custodian or the Nominee. In the case where the Custodian or the Nominee are replaced, any reference to the Custodian or the Nominee in these Conditions shall be deemed to refer to the new Custodian or Nominee.
8. Should the Notes become good delivery on German stock exchanges in a way which would not require Clearstream's assistance in the present form or should the admission of the Notes in the form of co-ownership shares in the Global Bearer Certificate to trading and official quotation on German stock exchanges be withdrawn, Clearstream shall request from the co-owners instructions as provided for in Clause 2. paragraph 1 above. Should such instructions not be given within 3 months from the publication of the relevant request, Clearstream shall be entitled at its discretion to arrange for registration of the Notes in the name of the co-owner or a third party designated in its request and to deposit the relevant Notes at the co-owner's risk and expense with a depository designated in its request. All obligations of Clearstream arising from the Global Bearer Certificate shall cease therewith.
9. All notices concerning the Global Bearer Certificate shall be published in at least one supranational newspaper designated by the German stock exchanges to publish obligatory notices of each German stock exchange on which the Notes in form of co-ownership shares in the Global Bearer Certificate are traded and officially quoted.
10. The co-owners shall bear proportionately any prejudice or damage, whether economic or legal, which may affect the Notes held as underlying stock for the Global Bearer Certificate in consequence of force majeure, governmental decrees, war, riots, official action at home or abroad or any other circumstances beyond Clearstream's or the Custodian's control.

Clearstream shall perform all its obligations arising from the Global Bearer Certificate with the due care of a proper merchant. If by reason of force majeure, governmental decrees, war, riots, official action at home or abroad or by any other circumstances beyond its control it is prevented from performing its obligations, it shall not be responsible.

The Custodian and the Nominee are responsible towards Clearstream for the due performance of their functions. Any claims against the Custodian or the Nominee shall be pursued by Clearstream on the co-owners' behalf. Beyond that Clearstream shall only be responsible for careful selection of the Custodian and the Nominee.

11. Should any of these conditions be or become fully or partly invalid or impracticable, the other conditions shall remain unaffected. Any such invalid or impracticable condition shall be replaced in accordance with the intent and purpose of this contractual agreement.
12. All legal relations between the co-owner and Clearstream shall be governed by the laws of the Federal Republic of Germany. The exclusive court of venue shall be Frankfurt am Main.
13. Except where required by law, an alteration of these Conditions shall be permitted only insofar as it does not impair the rights of the co-owners.

### Annex 1

Annex 1 may be amended from time to time if additional types of Notes are issued by WisdomTree Commodity Securities Limited under its multi-type Programme.

Type	Original ISIN (of the Notes)	LSE Code	Principal Amount (USD) (at 9 July 2014)
WisdomTree Aluminium (formerly ETFS Aluminium)	GB00B15KXN58	ALUM	\$1.00000000
WisdomTree Brent Crude Oil (formerly ETFS Brent Crude)	JE00B78CGV99	BRNT	\$6.25000000
WisdomTree Coffee (formerly ETFS Coffee)	GB00B15KXP72	COFF	\$0.50000000
WisdomTree Copper (formerly ETFS Copper)	GB00B15KXQ89	COPA	\$3.00000000
WisdomTree Corn (formerly ETFS Corn)	GB00B15KXS04	CORN	\$0.25000000
WisdomTree Cotton (formerly ETFS Cotton)	GB00B15KXT11	COTN	\$0.50000000
WisdomTree WTI Crude Oil (formerly ETFS WTI Crude Oil)	GB00B15KXV33	CRUD	\$1.15000000
WisdomTree Gasoline (formerly ETFS Gasoline)	GB00B15KXW40	UGAS	\$5.00000000
WisdomTree Gold (formerly ETFS Gold)	GB00B15KXX56	BULL	\$1.00000000
WisdomTree Heating Oil (formerly ETFS Heating Oil)	GB00B15KXY63	HEAT	\$3.00000000
WisdomTree Lean Hogs (formerly ETFS Lean Hogs)	GB00B15KXZ70	HOGS	\$0.11000000
WisdomTree Live Cattle (formerly ETFS Live Cattle)	GB00B15KY096	CATL	\$2.00000000
WisdomTree Natural Gas (formerly ETFS Natural Gas)	GB00B15KY104	NGAS	\$0.00800000
WisdomTree Nickel (formerly ETFS Nickel)	GB00B15KY211	NICK	\$2.00000000
WisdomTree Silver (formerly ETFS Silver)	GB00B15KY328	SLVR	\$2.00000000
WisdomTree Soybean Oil (formerly ETFS Soybean Oil)	GB00B15KY435	SOYO	\$1.00000000
WisdomTree Soybeans (formerly ETFS Soybeans)	GB00B15KY542	SOYB	\$2.00000000
WisdomTree Sugar (formerly ETFS Sugar)	GB00B15KY658	SUGA	\$3.00000000
WisdomTree Wheat (formerly ETFS Wheat)	GB00B15KY765	WEAT	\$0.25000000
WisdomTree Zinc (formerly ETFS Zinc)	GB00B15KY872	ZINC	\$1.00000000
WisdomTree Agriculture (formerly ETFS Agriculture)	GB00B15KYH63	AIGA	\$1.0079925
WisdomTree Broad Commodities (formerly ETFS All Commodities)	GB00B15KY989	AIGC	\$1.6054922
WisdomTree Energy (formerly ETFS Energy)	GB00B15KYB02	AIGE	\$0.7830462

WisdomTree Grains (formerly ETFS Grains)	GB00B15KYL00	AIGG	\$0.70272680
WisdomTree Industrial Metals (formerly ETFS Industrial Metals)	GB00B15KYG56	AIGI	\$2.03020900
WisdomTree Precious Metals (formerly ETFS Precious Metals)	GB00B15KYF40	AIGP	\$1.28009700
WisdomTree Softs (formerly ETFS Softs)	GB00B15KYJ87	AIGS	\$1.21318700
WisdomTree Broad Commodities Ex-Agriculture and Livestock (formerly ETFS Ex-Agriculture & Livestock)	JE00B6SV8B36	XRFM	\$1.56662000
WisdomTree Brent Crude Oil Longer Dated (formerly ETFS Longer Dated Brent Crude)	JE00B78CP782	FBRT	\$7.75000000
WisdomTree Broad Commodities Longer Dated (formerly ETFS Longer Dated All Commodities)	JE00B24DMC49	FAIG	\$2.83183050
WisdomTree Energy Longer Dated (formerly ETFS Longer Dated Energy)	JE00B24DMD55	ENEF	\$3.99645760
WisdomTree Industrial Metals Longer Dated (formerly ETFS Longer Dated Industrial Metals)	JE00B24DMJ18	FIND	\$2.81396650
WisdomTree Agriculture Longer Dated (formerly ETFS Longer Dated Agriculture)	JE00B24DMK23	FAGR	\$1.18436550

Please note that the Global Bearer Certificate has not been updated to reflect the updated names of the Issuer and the Micro and Commodity Securities.



## PART 11

### PARTICULARS OF THE COMMODITY CONTRACT COUNTERPARTIES

#### A Particulars of MLI and BAC

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 Europe, 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 to third party clients.

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-bank 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 securities admitted to trading on the regulated market of the London Stock Exchange, including various series of notes issued under its US\$65,000,000,000 Euro Medium-Term 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, 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 CGMH.

CGMH is a corporation incorporated in the State of New York. CGMH, operating through its subsidiaries, engages in full-service investment banking and securities brokerage business. CGMH was incorporated in New York on 23 February 1977 and is the successor to Salomon Smith Barney Holdings Inc., a Delaware corporation, following a statutory merger effective on 1 July 1999, the purpose of which was to change the state of incorporation from Delaware to New York. On 7 April 2003 CGMH filed a Restated

Certificate of Incorporation in the State of New York changing its name from Salomon Smith Barney Holdings Inc. to Citigroup Global Markets Holdings Inc.

CGMH'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 range of financial products and services. Citigroup has approximately 200 million customer accounts and does business in more than 160 countries and jurisdictions. Citigroup Inc. currently operates, for management reporting purposes, via two primary business segments: Citicorp, consisting of Citigroup Inc.'s Global Consumer Banking businesses (which consists of Regional Consumer Banking in North America, Europe, the Middle East and Africa, Asia and Latin America) and the Institutional Clients Group (Banking and Markets and Securities Services); and Citi Holdings, which consists of Brokerage and Asset Management, Local Consumer Lending, and a Special Asset Pool. There is also a third segment, Corporate/Other.

The principal offices of CGMH are located at 388 Greenwich Street, New York, New York 10013. CGMH 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, CGMH 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 12**  
**TAXATION**

**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 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 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 per cent. 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 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 aspects of Jersey taxation treatment of holding Micro and Commodity Securities. The statements are intended only as a general guide.*

Under the Income Tax (Jersey) Law 1961 (the “**Jersey Income Tax Law**”), the Issuer will be regarded as resident in Jersey but (being neither a financial services company, a specified utility 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 hereof) will (except as noted below) be subject to Jersey income tax at a rate of 0%.

The Issuer will not be required to make any deduction or withholding for, or on account of, Jersey income tax from any payments in respect of the Micro or Commodity Securities. 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.



(b) **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.

(c) **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.

(d) **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.

(e) **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 the end of 2015, with further countries committed to implement the new global standard.

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 Collateralised Currency Securities.

(f) **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.

## PART 13

### 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 document. 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;
- (c) the Facility Agreement dated 29 June 2017 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 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) a Capital Adjustment Agreement dated 29 June 2017 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 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 less a Spread agreed between the Issuer and MLI (currently agreed to be 0.45 per cent. per annum in respect of the Classic 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) and the Licence Allowance rate notified to MLI by the Issuer (currently being 0.05 per cent. per annum).
- (h) a Capital Adjustment Agreement dated 29 June 2017 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 will be at a rate equal to the rate per annum which is the most recent weekly auction high rate for four-week U.S. Treasury Bills, less a Spread agreed between the Issuer and CGML (currently agreed to be 0.45 per cent. per annum in respect of the Classic 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) 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 Banca IMI S.p.A. dated 28 April 2008;
  - (iii) an Authorised Participant Agreement between the Issuer, ManJer and Bluefin Europe LLP dated 9 March 2011;
  - (iv) an Authorised Participant Agreement between the Issuer, ManJer and CGML dated 29 August 2017;
  - (v) an Authorised Participant Agreement between the Issuer, ManJer and Goldenberg Hehmeyer LLP date 17 April 2012;
  - (vi) an Authorised Participant Agreement between the Issuer, ManJer and Goldman Sachs International dated 3 March 2008;
  - (vii) an Authorised Participant Agreement between the Issuer, ManJer and Merrill Lynch International dated 21 March 2007;
  - (viii) an Authorised Participant Agreement between the Issuer, ManJer and Morgan Stanley & Co. International plc dated 4 October 2006;
  - (ix) an Authorised Participant Agreement between the Issuer, ManJer and Susquehanna International Securities Limited dated 14 October 2009;
  - (x) an Authorised Participant Agreement between the Issuer, ManJer and Susquehanna Ireland Limited dated 14 October 2009;
  - (xi) an Authorised Participant Agreement between the Issuer, ManJer and UBS AG, London Branch dated 20 December 2006;
  - (xii) an Authorised Participant Agreement between the Issuer, ManJer and Virtu Financial Ireland Limited dated 13 December 2012;
  - (xiii) an Authorised Participant Agreement between the Issuer, ManJer and Société Générale dated 22 October 2013;
  - (xiv) an Authorised Participant Agreement between the Issuer, ManJer and Jane Street Financial Limited dated 12 March 2015; and
  - (xv) an Authorised Participant between the Issuer, ManJer and Optiver VOF dated 30 December 2016;
- (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 Bank N.V.;
  - (ii) Security Assignment dated 30 October 2017 between the Issuer and MLI pertaining to the Authorised Participant Agreement between the Issuer and Banca IMI S.p.A.;
  - (iii) Security Assignment dated 30 October 2017 between the Issuer and MLI pertaining to the Authorised Participant Agreement between the Issuer and Bluefin Europe LLP;

- (iv) 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;
  - (v) Security Assignment dated 24 October 2017 between the Issuer and MLI pertaining to the Authorised Participant Agreement between the Issuer and Goldenberg Hehmeyer LLP;
  - (vi) Security Assignment dated 24 October 2017 between the Issuer and MLI pertaining to the Authorised Participant Agreement between the Issuer and Goldman Sachs International;
  - (vii) Security Assignment dated 24 October 2017 between the Issuer and MLI pertaining to the Authorised Participant Agreement between the Issuer and Jane Street;
  - (viii) 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;
  - (ix) Security Assignment dated 24 October 2017 between the Issuer and MLI pertaining to the Authorised Participant Agreement between the Issuer and Optiver VOF;
  - (x) Security Assignment dated 24 October 2017 between the Issuer and MLI pertaining to the Authorised Participant Agreement between the Issuer and Société Générale;
  - (xi) 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;
  - (xii) Security Assignment dated 24 October 2017 between the Issuer and MLI pertaining to the Authorised Participant Agreement between the Issuer and Susquehanna Ireland Limited;
  - (xiii) Security Assignment dated 24 October 2017 between the Issuer and MLI pertaining to the Authorised Participant Agreement between the Issuer and UBS AG; and
  - (xiv) 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.
- (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 Bank N.V.;
  - (ii) Security Assignment dated 30 October 2017 between the Issuer and CGML pertaining to the Authorised Participant Agreement between the Issuer and Banca IMI S.p.A.;
  - (iii) Security Assignment dated 30 October 2017 between the Issuer and CGML pertaining to the Authorised Participant Agreement between the Issuer and Bluefin Europe LLP;
  - (iv) Security Assignment dated 24 October 2017 between the Issuer and CGML pertaining to the Authorised Participant Agreement between the Issuer and Goldenberg Hehmeyer LLP;
  - (v) Security Assignment dated 24 October 2017 between the Issuer and CGML pertaining to the Authorised Participant Agreement between the Issuer and Goldman Sachs International;
  - (vi) Security Assignment dated 24 October 2017 between the Issuer and CGML pertaining to the Authorised Participant Agreement between the Issuer and Jane Street;
  - (vii) Security Assignment dated 24 October 2017 between the Issuer and CGML pertaining to the Authorised Participant Agreement between the Issuer and Merrill Lynch International;



- (viii) 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;
  - (ix) Security Assignment dated 24 October 2017 between the Issuer and CGML pertaining to the Authorised Participant Agreement between the Issuer and Optiver VOF;
  - (x) Security Assignment dated 24 October 2017 between the Issuer and CGML pertaining to the Authorised Participant Agreement between the Issuer and Société Générale;
  - (xi) 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;
  - (xii) Security Assignment dated 24 October 2017 between the Issuer and CGML pertaining to the Authorised Participant Agreement between the Issuer and Susquehanna Ireland Limited;
  - (xiii) Security Assignment dated 24 October 2017 between the Issuer and CGML pertaining to the Authorised Participant Agreement between the Issuer and UBS AG; and
  - (xiv) 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;
- (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 4th Floor, 3 Lombard Street, London EC3V 9QQ, 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 nonperformance 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 document 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).

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 Part 13 (*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 Agreement

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 "**Licence Agreement**") with respect to the Bloomberg Commodity Index<sup>SM</sup> and related indices. Pursuant to the terms of the Licence Agreement, ManJer has been granted the right to use the Bloomberg Commodity Index<sup>SM</sup> and related indices, including the Individual Commodity Indices for the issuance and trading of, *inter alia*, the Micro and Commodity Securities and the right to use and refer to the trademarks of UBS Securities and Bloomberg associated with such Commodity Indices for certain purposes in connection with the issuance, distribution, marketing and promotion of, *inter alia*, the Micro and Commodity Securities. The Licence Agreement also permits ManJer to post on its website delayed intra-day and settlement pricing for such Commodity Indices. The Licence Agreement automatically renews on an annual basis unless terminated in accordance with the agreement.

ManJer will, out of the Licence Allowance, pay such fees as are due under the Licence Agreement from time to time.

The Issuer has the right to use the Commodity Indices and sub-indices thereof including the Individual Commodity Indices and the trademarks of UBS Securities and/or Bloomberg in connection with the issuance, marketing and promotion of the Micro and Commodity Securities, provided it agrees to be bound by all the provisions of the Licence Agreement as if it were the licensee thereunder including, without limitation, those provisions imposing any obligations on ManJer.

#### 5. ISINs and Principal Amounts of the Commodity Securities and the Micro Securities

27 classes of Classic Individual Securities and 23 classes of Longer Dated Individual Securities are specifically described in this Prospectus. The ISINs and Principal Amounts of such Individual Securities are as follows:

<b>Class of Classic Individual Securities</b>	<b>ISIN</b>	<b>Principal Amount</b>
WisdomTree Aluminium (formerly ETFs Aluminium)	GB00B15KXN58	\$1.00000000
WisdomTree Brent Crude Oil (formerly ETFs Brent Crude)	JE00B78CGV99	\$6.25000000
WisdomTree Cocoa (formerly ETFs Cocoa)	JE00B2QXZK10	\$0.50000000
WisdomTree Coffee (formerly ETFs Coffee)	GB00B15KXP72	\$0.08000000
WisdomTree Copper (formerly ETFs Copper)	GB00B15KXQ89	\$3.00000000
WisdomTree Corn (formerly ETFs Corn)	GB00B15KXS04	\$0.25000000
WisdomTree Cotton (formerly ETFs Cotton)	GB00B15KXT11	\$0.50000000
WisdomTree WTI Crude Oil (formerly ETFs WTI Crude Oil)	GB00B15KXV33	\$1.15000000
WisdomTree Gas Oil (formerly ETFs Gas Oil)	JE00B78BDZ24	\$3.75000000
WisdomTree Gasoline (formerly ETFs Gasoline)	GB00B15KXW40	\$5.00000000
WisdomTree Gold (formerly ETFs Gold)	GB00B15KXX56	\$1.00000000

<b>Class of Classic Individual Securities (continued)</b>	<b>ISIN</b>	<b>Principal Amount</b>
WisdomTree Heating Oil (formerly ETFS Heating Oil)	GB00B15KXY63	\$3.00000000
WisdomTree Kansas Wheat (formerly ETFS Kansas Wheat)	JE00B8KTKH91	\$1.25000000
WisdomTree Lead (formerly ETFS Lead)	JE00B2QY0436	\$3.50000000
WisdomTree Lean Hogs (formerly ETFS Lean Hogs)	GB00B15KXZ70	\$0.11000000
WisdomTree Live Cattle (formerly ETFS Live Cattle)	GB00B15KY096	\$2.00000000
WisdomTree Natural Gas (formerly ETFS Natural Gas)	GB00B15KY104	\$0.00800000
WisdomTree Nickel (formerly ETFS Nickel)	GB00B15KY211	\$2.00000000
WisdomTree Platinum (formerly ETFS Platinum)	JE00B2QYOF45	\$6.50000000
WisdomTree Silver (formerly ETFS Silver)	GB00B15KY328	\$2.00000000
WisdomTree Soybean Meal (formerly ETFS Soybean Meal)	JE00B931G598	\$6.25000000
WisdomTree Soybean Oil (formerly ETFS Soybean Oil)	GB00B15KY435	\$1.00000000
WisdomTree Soybeans (formerly ETFS Soybeans)	GB00B15KY542	\$2.00000000
WisdomTree Sugar (formerly ETFS Sugar)	GB00B15KY658	\$3.00000000
WisdomTree Tin (formerly ETFS Tin)	JE00B2QY0H68	\$3.50000000
WisdomTree Wheat (formerly ETFS Wheat)	GB00B15KY765	\$0.25000000
WisdomTree Zinc (formerly ETFS Zinc)	GB00B15KY872	\$1.00000000
<b>Class of Longer Dated Individual Securities</b>	<b>ISIN</b>	<b>Principal Amount</b>
WisdomTree Aluminium Longer Dated (formerly ETFS Longer Dated Aluminium)	JE00B24DLR27	\$1.00000000
WisdomTree Brent Crude Oil Longer Dated (formerly ETFS Longer Dated Brent Crude)	JE00B78CP782	\$7.75000000
WisdomTree Coffee Longer Dated (formerly ETFS Longer Dated Coffee)	JE00B24DLS34	\$0.50000000
WisdomTree Copper Longer Dated (formerly ETFS Longer Dated Copper)	JE00B24DLT41	\$5.00000000
WisdomTree Corn Longer Dated (formerly ETFS Longer Dated Corn)	JE00B24DLV62	\$0.50000000
WisdomTree Cotton Longer Dated (formerly ETFS Longer Dated Cotton)	JE00B24DLW79	\$0.50000000
WisdomTree WTI Crude Oil Longer Dated (formerly ETFS Longer Dated WTI Crude Oil)	JE00B24DLX86	\$8.00000000
WisdomTree Gas Oil Longer Dated (formerly ETFS Longer Dated Gas Oil)	JE00B4L6KM69	\$4.45000000
WisdomTree Gasoline Longer Dated (formerly ETFS Longer Dated Gasoline)	JE00B24DLY93	\$8.00000000
WisdomTree Gold Longer Dated (formerly ETFS Longer Dated Gold)	JE00B24DLZ01	\$1.00000000



<b>Class of Longer Dated Individual Securities (continued)</b>	<b>ISIN</b>	<b>Principal Amount</b>
WisdomTree Heating Oil Longer Dated (formerly ETFS Longer Dated Heating Oil)	JE00B24DM021	\$5.00000000
WisdomTree Kansas Wheat Longer Dated (formerly ETFS Longer Dated Kansas Wheat)	JE00B931G598	\$1.75000000
WisdomTree Lean Hogs Longer Dated (formerly ETFS Longer Dated Lean Hogs)	JE00B24DM138	\$3.00000000
WisdomTree Live Cattle Longer Dated (formerly ETFS Longer Dated Live Cattle)	JE00B24DM245	\$1.50000000
WisdomTree Natural Gas Longer Dated (formerly ETFS Longer Dated Natural Gas)	JE00B24DM351	\$0.55000000
WisdomTree Nickel Longer Dated (formerly ETFS Longer Dated Nickel)	JE00B24DM468	\$5.00000000
WisdomTree Silver Longer Dated (formerly ETFS Longer Dated Silver)	JE00B24DM575	\$1.50000000
WisdomTree Soybean Meal Longer Dated (formerly ETFS Longer Dated Soybean Meal)	JE00B8W43C80	\$3.50000000
WisdomTree Soybean Oil Longer Dated (formerly ETFS Longer Dated Soybean Oil)	JE00B24DM682	\$1.00000000
WisdomTree Soybeans Longer Dated (formerly ETFS Longer Dated Soybeans)	JE00B24DM799	\$1.00000000
WisdomTree Sugar Longer Dated (formerly ETFS Longer Dated Sugar)	JE00B24DM807	\$1.50000000
WisdomTree Wheat Longer Dated (formerly ETFS Longer Dated Wheat)	JE00B24DM914	\$1.00000000
WisdomTree Zinc Longer Dated (formerly ETFS Longer Dated Zinc)	JE00B24DMB32	\$1.50000000

In addition 18 categories of Classic Index Securities and ten categories of Longer Dated Index Securities are specifically described in this Prospectus. The ISINs and Principal Amounts (as at 21 May 2020) of such Index Securities are as follows:

<b>Category of Classic Index Securities</b>	<b>ISIN</b>	<b>Principal Amount</b>
WisdomTree Agriculture (formerly ETFS Agriculture)	GB00B15KYH63	\$0.690787570
WisdomTree Broad Commodities (formerly ETFS All Commodities)	GB00B15KY989	\$1.496822334
WisdomTree Energy (formerly ETFS Energy)	GB00B15KYB02	\$0.855839828
WisdomTree Broad Commodities Ex-Energy (formerly ETFS Ex-Energy)	GB00B15KYD26	\$1.302340680
WisdomTree Grains (formerly ETFS Grains)	GB00B15KYL00	\$0.552284200
WisdomTree Industrial Metals (formerly ETFS Industrial Metals)	GB00B15KYG56	\$2.115265000
WisdomTree Livestock (formerly ETFS Livestock)	GB00B15KYG92	\$0.769383050
WisdomTree Petroleum (formerly ETFS Petroleum)	GB00B15KYC19	\$2.348704600
WisdomTree Precious Metals (formerly ETFS Precious Metals)	GB00B15KYF40	\$1.314237000
WisdomTree Softs (formerly ETFS Softs)	GB00B15KYJ87	\$0.380122860
WisdomTree Broad Commodities Ex-Agriculture and Livestock (formerly ETFS Ex-Agriculture & Livestock)	JE00B6SV8B36	\$1.754619376



<b>Category of Classic Index Securities (continued)</b>	<b>ISIN</b>	<b>Principal Amount</b>
WisdomTree Broad Commodities Ex-Industrial Metals (formerly ETFS Ex-Industrial Metals)	JE00B6TL6S53	\$2.261798208
WisdomTree Broad Commodities Ex-Precious Metals (formerly ETFS Ex-Precious Metals)	JE00B6YTKX71	\$2.613321202
WisdomTree Broad Commodities Ex-Agriculture (formerly ETFS Ex-Agriculture)	JE00B73CZX99	\$1.645504290
WisdomTree Broad Commodities Ex-Livestock (formerly ETFS Ex-Livestock)	JE00B73JV547	\$2.874338676
WisdomTree Broad Commodities Ex-Softs (formerly ETFS Ex-Softs)	JE00B6SVDR49	\$1.996488984
WisdomTree Broad Commodities Ex-Grains (formerly ETFS Ex-Grains)	JE00B6WG8H09	\$2.664223270
WisdomTree Broad Commodities Ex-Petroleum (formerly ETFS Ex-Petroleum)	JE00B644BV75	\$2.496762422

<b>Category of Longer Dated Index Securities</b>	<b>ISIN</b>	<b>Principal Amount</b>
WisdomTree Broad Commodities Longer Dated (formerly ETFS Longer Dated All Commodities)	JE00B24DMC49	\$3.58199340
WisdomTree Energy Longer Dated (formerly ETFS Longer Dated Energy)	JE00B24DMD55	\$4.65714845
WisdomTree Petroleum Longer Dated (formerly ETFS Longer Dated Petroleum)	JE00B24DMF79	\$7.89327635
WisdomTree Broad Commodities Ex-Energy Longer Dated (formerly ETFS Longer Dated Ex-Energy)	JE00B24DMG86	\$2.43555850
WisdomTree Precious Metals Longer Dated (formerly ETFS Longer Dated Precious Metals)	JE00B24DMH93	\$1.19220550
WisdomTree Industrial Metals Longer Dated (formerly ETFS Longer Dated Industrial Metals)	JE00B24DMJ18	\$2.95061300
WisdomTree Agriculture Longer Dated (formerly ETFS Longer Dated Agriculture)	JE00B24DMK23	\$1.62721875
WisdomTree Softs Longer Dated (formerly ETFS Longer Dated Softs)	JE00B24DML30	\$1.34834600
WisdomTree Livestock Longer Dated (formerly ETFS Longer Dated Livestock)	JE00B24DMM47	\$2.55027300
WisdomTree Grains Longer Dated (formerly ETFS Longer Dated Grains)	JE00B24DMN53	\$1.30143025

29 classes of Micro Classic Securities and 25 classes of Micro Longer Dated Securities are specifically described in this Prospectus. The ISINs and Principal Amounts of such Micro Securities are as follows:

<b>Class of Micro Classic Securities</b>	<b>ISIN</b>	<b>Principal Amount</b>
Aluminium	GB00B16TD867	\$0.00000100
Brent Crude	JE00B75GVD18	\$0.00000625
Cocoa	JE00B2QXZD43	\$0.00000050
Coffee	GB00B16TD974	\$0.00000008
Copper	GB00B16TDB98	\$0.00000300
Corn	GB00B16TDC06	\$0.00000025
Cotton	GB00B16TDD13	\$0.00000050
WTI Crude Oil	GB00B16TDF37	\$0.00000115
Gas Oil	JE00B5MW7M94	\$0.00000375
Gasoline	GB00B16TDG44	\$0.00000500
Gold	GB00B16TDH50	\$0.00000100
Heating Oil	GB00B16TDJ74	\$0.00000300
Kansas Wheat	JE00B99BG862	\$0.00000020
Lead	JE00B2QXZY55	\$0.00000350
Lean Hogs	GB00B16TDK89	\$0.00000011
Live Cattle	GB00B16TDL96	\$0.00000200

<b>Class of Micro Classic Securities (continued)</b>	<b>ISIN</b>	<b>Principal Amount</b>
Natural Gas	GB00B16TDM04	\$0.000000008
Nickel	GB00B16TDN11	\$0.00000200
Platinum	JE00B2QY0766	\$0.00000650
Silver	GB00B16TDP35	\$0.00000200
Soybean Meal	JE00B99BGC07	\$0.00000625
Soybean Oil	GB00B16TDQ42	\$0.00000100
Soybeans	GB00B16TDR58	\$0.00000200
Sugar	GB00B16TDS65	\$0.00000065
Tin	JE00B2QYOD21	\$0.00000350
Wheat	GB00B16TDT72	\$0.00000005
Zinc	GB00B16TDV94	\$0.00000100

<b>Class of Micro Longer Dated Securities</b>	<b>ISIN</b>	<b>Principal Amount</b>
Longer Dated Aluminium	JE00B24F1W31	\$0.00000100
Longer Dated Brent Crude	JE00B6SCJ466	\$0.00000775
Longer Dated Coffee	JE00B24F1X48	\$0.00000050
Longer Dated Copper	JE00B24F1Y54	\$0.00000500
Longer Dated Corn	JE00B24F1Z61	\$0.00000050
Longer Dated Cotton	JE00B24F2084	\$0.00000050
Longer Dated WTI Crude Oil	JE00B24F2191	\$0.00000800
Longer Dated Gas Oil	JE00B6TQQT14	\$0.00000445
Longer Dated Gasoline	JE00B24F2209	\$0.00000800
Longer Dated Gold	JE00B24F2316	\$0.00000100
Longer Dated Heating Oil	JE00B24F2423	\$0.00000500
Longer Dated Kansas Wheat	JE00B93KRR51	\$0.00000175
Longer Dated Lean Hogs	JE00B24F2530	\$0.00000300
Longer Dated Live Cattle	JE00B24F2647	\$0.00000150
Longer Dated Natural Gas	JE00B24F2753	\$0.00000055
Longer Dated Nickel	JE00B24F2860	\$0.00000500
Longer Dated Silver	JE00B24F2977	\$0.00000150
Longer Dated Soybean Oil	JE00B24F2B92	\$0.00000100
Longer Dated Soybean Meal	JE00B93PLP62	\$0.00000350
Longer Dated Soybeans	JE00B24F2C00	\$0.00000100
Longer Dated Sugar	JE00B24F2D17	\$0.00000150
Longer Dated Wheat	JE00B24F2F31	\$0.00000100
Longer Dated Zinc	JE00B24F2G48	\$0.00000150

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*) is sourced from the Handbook.

The information given in “Table 2(a) — Designated Contracts and Designated Month Contracts” and “Table 2(b) — Lead Futures Contracts for Bloomberg Commodity Index<sup>SM</sup> under the heading “Designated Contracts” in Part 3 (*The Bloomberg Commodity Index Family*) is sourced from the Handbook.

The “Index Value” figures given in “Tables 3(a) and 3(b) — Simulated Historical Investment Returns” under the heading “Simulated Historical Investment Returns” in Part 3 (*The Bloomberg Commodity Index Family*) are extracted from data made available by Bloomberg. The “Index Return” figures given in such table have been calculated by ManJer based on the “Index Value” figures. The “Individual Security Value” and “Individual Security Return” figures given in such table have been calculated by ManJer based on a Multiplier of 1.0000000 on 1 January 1991, Management Fees of 0.49 per cent. per annum, Licence Allowance of 0.05 per cent. per annum and a Spread of 0.45 per cent. per annum in respect the Classic Securities and 0.6 per cent. per annum in respect of the Longer Dated Securities. The “Multiplier” figures given in such table have been calculated by ManJer based on data published by Bloomberg.

### *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/platts/en>), 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.

### *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/gas-oil-guide/>).

### *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.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 ([http://www.cmegroup.com/trading/agricultural/grain-and-oilseed/soybean-meal\\_contract\\_specifications.html](http://www.cmegroup.com/trading/agricultural/grain-and-oilseed/soybean-meal_contract_specifications.html)) 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](http://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 (<http://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 (<http://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 (<http://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 2018 and 31 December 2019 as published by the Issuer through the Regulatory News Service of the London Stock Exchange on 13 March 2019 and 15 May 2020 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 ‘ETFS Commodity Securities Ltd – Annual Account 2018’ and ‘WisdomTree Commodity Securities Ltd – Annual Account 2019’) and at the registered office of the Issuer as set out in paragraph 8 of Part 13 (*Additional Information*). 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 four 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-2A942D42-5AA1-4008-9080-3C2DADB050A7> (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 2019.
- (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 document, which may have or have had in the recent past significant effect on the Issuer's financial position or profitability.
- (e) All Micro and Commodity Securities in issue at the date of this document have been admitted to the Official List and admitted to trading on the Main Market of the London Stock Exchange (being part of the London Stock Exchange's Regulated Market for the purposes of MiFID II. 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 document to be admitted to the 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.
- (f) 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*). Save as aforesaid, the Issuer does not intend to provide post-issuance information in respect of the underlying assets.

- (g) The classes and number of Micro Securities comprised in each category of Classic Index Security as at the date of this document and which (save in the case of the Ex Classic Index Securities) have been in effect since 15 January 2020 are set out in the tables below:

**Table 1 – Number of Micro Classic Securities in each class of Classic Index Security on 15 January 2020**

Classes of Micro Securities	Number of Micro Classic Securities in each class of Classic Index Security. These are the numbers until the next rebalancing (scheduled for January 2021)			
	All Commodities	Energy	Petroleum	Ex-Energy
Natural Gas	31,858,278	47,520,416		
WTI Crude Oil	72,548	108,995	538,409	
Brent Crude	18,403	27,646	136,478	
Unleaded Gasoline	6,742	10,127	49,986	
Heating Oil	14,050	21,107	104,236	
Low Sulphur Gas Oil	11,289	16,957	83,709	
		Industrial Metals		
Aluminium	131,351	1,022,774		184,990
Copper (COMEX)	22,748	176,309		31,942
Zinc	38,071	296,608		53,665
Nickel	17,220	133,478		24,179
		PM		
Gold	63,699	835,155		89,448
Silver	18,266	239,541		25,651
		Livestock		
Live Cattle	48,921	279,391		68,754
Lean Hogs	333,017	1,914,555		471,185
		Agriculture	Grains	
Wheat	393,210	646,874	862,538	552,144
Kansas Wheat	56,103	93,394	124,974	79,562
Corn	658,575	1,088,548	1,452,466	928,614
Soybeans	27,546	45,389	60,523	38,739
Soybean Meal	4,613	7,625		6,504
			Softs	
Sugar	36,018	59,384	186,826	50,667
Cotton	57,769	95,661	301,726	81,562
Coffee	260,328	428,659	1,347,787	366,446
Soybean Oil	65,932	108,471		92,582
				Ex-Agriculture & Livestock
				59,102,722
				135,049
				34,251
				12,544
				26,154
				21,014
				244,080
				42,341
				70,695
				32,054
				118,524
				34,004

**Classes of  
Micro  
Securities**

**Number of Micro Classic Securities in each class of Classic Index Security. These are the numbers until the next rebalancing (scheduled for January 2021)**

	Ex-Petroleum	Ex-Agri	Ex-IM	Ex-PM	Ex-Livestock	Ex-Grains	Ex-Softs
Natural Gas	67,953,324	48,533,465	58,731,246	59,592,209	67,202,812	69,657,775	44,666,033
WTI Crude Oil	-	110,829	134,088	135,757	153,096	158,879	101,757
Brent Crude	-	28,112	34,012	34,434	38,833	40,296	25,810
Unleaded Gasoline	-	10,296	12,458	12,612	14,222	14,762	9,455
Heating Oil	-	21,461	25,967	26,289	29,648	30,766	19,705
Low Sulphur Gas Oil	-	17,245	20,862	21,123	23,819	24,721	15,831
Aluminium	277,373	200,392	-	245,815	277,122	287,397	184,194
Copper (COMEX)	47,895	34,748	-	42,566	47,997	49,811	31,903
Zinc	80,534	58,053	-	71,261	80,314	83,267	53,381
Nickel	36,258	26,304	-	32,221	36,339	37,709	24,153
Gold	134,134	97,298	117,738	-	134,422	139,500	89,349
Silver	38,466	27,907	33,762	-	38,549	40,003	25,621
Live Cattle	103,104	74,638	90,407	91,571	-	107,032	68,598
Lean Hogs	706,257	507,877	614,486	622,979	-	728,628	466,987
Wheat	827,969	-	726,760	735,800	829,765	-	551,531
Kansas Wheat	119,461	-	103,496	104,983	118,335	-	78,649
Corn	1,393,046	-	1,216,259	1,232,542	1,389,357	-	923,438
Soybeans	58,099	-	50,899	51,559	58,115	-	38,626
Soybean Meal	9,757	-	8,520	8,633	9,732	-	6,468
Sugar	76,006	-	66,561	67,431	75,980	78,763	-
Cotton	122,403	-	106,664	108,116	121,863	126,328	-
Coffee	548,672	-	480,831	487,038	549,341	570,018	-
Soybean Oil	138,835	-	121,866	123,379	139,134	144,393	92,483

- (h) The classes and number of Micro Longer Dated Securities comprised in each category of Longer Dated Index Security as at the date of this document and which have been in effect since 15 January 2020 are set out in the tables below:

**Table 2 – Number of Micro Longer Dated Securities in each class of Longer Dated Index Security on 15 January 2020**

Classes of Micro Securities	Number of Micro Classic Securities in each class of Classic Index Security			
	These are the numbers until the next rebalancing (scheduled for January 2021)			
	All Commodities	Energy		Ex-Energy
Natural Gas	1,036,883	3,546,286		
WTI Crude Oil	40,924	140,744	Petroleum	
Brent Crude Unleaded Gasoline	32,838	112,943	410,435	
Heating Oil	5,858	20,138	329,351	
Low Sulphur Gas Oil	13,529	46,528	58,726	
	20,365	70,042	135,714	
			204,258	
		Industrial Metals		
Aluminium	192,288	966,489		210,609
Copper (COMEX)	34,334	171,786		37,499
Zinc	62,531	314,596		68,558
Nickel	26,115	130,660		28,522
		Precious Metals		
Gold	148,349	852,340		162,028
Silver	39,429	226,577		43,063
		Livestock		
Live Cattle	58,375	685,776		63,807
Lean Hogs	42,981	507,203		47,154
		Agriculture		
Wheat Kansas	283,623	380,244	Grains	310,310
Wheat	75,722	102,413	488,285	83,474
Corn	548,970	737,616	131,947	601,852
Soybeans	62,994	84,372	947,794	68,874
Soybean Meal	16,677	22,395	108,341	18,274
			Softs	
Sugar	44,233	59,288	190,355	48,389
Cotton	48,773	65,619	211,114	53,515
Coffee	445,531	596,432	1,914,513	487,676
Soybean Oil	86,874	116,232		94,885

- (i) 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 MLI Facility Agreement and Deed of Novation dated 29 June 2017;
- (d) the CGML Facility Agreement;
- (e) the BAC Guarantee;
- (f) the CGMH Guarantee;
- (g) the MLI Security Agreement;
- (h) the CGML Security Agreement;
- (i) the MLI Control Agreement;
- (j) the CGML Control Agreement;
- (k) the Authorised Participant Agreements;
- (l) the Security Assignments;
- (m) the Trust Instrument and the Short and Leveraged Trust Instrument and supplemental trust instruments thereto;
- (n) the Security Deeds and deeds of amendment thereto;
- (o) the Registrar Agreement;
- (p) the Administration Agreement;
- (q) the Licence Agreement; and
- (r) the annual audited accounts and half-yearly unaudited accounts of the Issuer.

Copies of this Prospectus and the documents listed (a) – (r) above are available free of charge from WisdomTree Management Jersey Limited, Ordnance House, 31 Pier Road, St. Helier, Jersey JE4 8PW.

The document listed at 8(a) above is 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.

## 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.

### *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 13 (*Additional Information*).

## 11. Consent to use of Prospectus by Financial Intermediaries in certain Member States

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, the Netherlands, Norway, Spain, Sweden, the United Kingdom 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. 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**

Pursuant to Article 27 of the General Data Protection Regulation, the Issuer has designated WisdomTree UK Limited as its representative in the EU.

## ANNEX 1

### FORM OF THE GLOBAL BEARER CERTIFICATES

#### INHABER-SAMMELZERTIFIKAT

für

- [siehe Anhang 1] [Klasse der Individual-Securities]/Kategorie der Index-Securities] Namensschuldverschreibungen

der

#### **WisdomTree Commodity Securities Limited**

Ordnance House, 31 Pier Road, St. Helier, Jersey, Channel Islands, JE4 8PW

eingeteilt in Teilschuldverschreibungen im Nennbetrag von je • [siehe Anhang 1]

Für dieses Inhaber-Sammelzertifikat hält die Clearstream Banking Aktiengesellschaft mit Sitz in Frankfurt am Main, Bundesrepublik Deutschland (im folgenden "Clearstream" genannt), als Deckung • [siehe Anhang 1] [Klasse der Individual-Securities/Kategorie der Index-Securities] Namensschuldverschreibungen (im folgenden "Schuldverschreibungen" genannt) der WisdomTree Commodity Securities Limited, Jersey, Channel Islands (im folgenden "Gesellschaft" genannt). Die durch den Treuhandvertrag vom 21. September 2006 zwischen der Gesellschaft und der The Law Debenture Trust Corporation p.l.c. (im folgenden "Treuhandvertrag") begründeten Schuldverschreibungen sind, wie im Treuhandvertrag näher dargelegt, besichert, und in Namensteilschuldverschreibungen mit einem Nennbetrag von je • [siehe Anhang 1] eingeteilt. Die Schuldverschreibungen sind auf Vidacos Nominees Limited, London, England, eingetragen und in einem bei der Citibank N.A., London, England, unterhaltenen Sonderdepot, verwahrt. Jeder Miteigentümer dieses Sammelzertifikats ist berechtigt, jederzeit von Clearstream die Auslieferung und Registrierung einer seinem Miteigentumsanteil entsprechenden Stückzahl von [Klasse der Individual-Securities/Kategorie der Index-Securities] Schuldverschreibungen der Gesellschaft auf seinen Namen oder den Namen eines von ihm benannten Dritten in das maßgebliche Schuldverschreibungsregister, zu verlangen.

Im übrigen gelten die diesem Inhaber-Sammelzertifikat beigefügten Zertifikatsbedingungen, die Bestandteil dieser Urkunde sind.

Frankfurt am Main, den . . .

**CLEARSTREAM BANKING**  
AKTIENGESELLSCHAFT

## ANNEX 2

### TEXT OF THE CONDITIONS OF THE GLOBAL BEARER CERTIFICATES

#### Zertifikatsbedingungen

1. Dieses Inhaber-Sammelzertifikat trägt die Unterschriften zweier Vorstandsmitglieder oder eines Vorstandsmitgliedes und eines Prokuristen der Clearstream Banking Aktiengesellschaft, Frankfurt am Main, Bundesrepublik Deutschland, (im folgenden "Clearstream" genannt).
2. Jeder Miteigentümer dieses Inhaber-Sammelzertifikats ist berechtigt, jederzeit von der Clearstream die Auslieferung und Registrierung einer seinem Miteigentumsanteil entsprechenden Stückzahl von • [siehe Anhang 1] [Klasse der Individual-Securities/Kategorie der Index-Securities] Namensschuldverschreibungen (im folgenden "Schuldverschreibungen" genannt) der WisdomTree Commodity Securities Limited, Jersey, Channel Islands, England, (im folgenden "Gesellschaft" genannt) auf seinen Namen oder den Namen eines von ihm benannten Dritten in das maßgebliche Schuldverschreibungsregister zu verlangen. Die durch den Treuhandvertrag vom 21. September 2006 zwischen der Gesellschaft und der The Law Debenture Trust Corporation p.l.c. (im folgenden "Treuhandvertrag") begründeten Schuldverschreibungen sind, wie im Treuhandvertrag näher dargelegt, besichert und in Namensteilschuldverschreibungen mit einem Nennbetrag von je • [siehe Anhang 1] eingeteilt. Einen entsprechenden Auftrag hat der Miteigentümer der Clearstream über seine Depotbank zu erteilen, wobei die Lieferadresse bzw. die Adresse, an welche die Urkunde bezüglich der Eintragung in das Schuldverschreibungsregister durch den Registrar versandt werden soll, angegeben sein muss.

Außer der von der Clearstream im Rahmen des § 315 des Bürgerlichen Gesetzbuches bestimmten Gebühr für die Auslieferung bzw. Übertragung hat der Miteigentümer etwaige mit der Auslieferung bzw. Übertragung und Umschreibung entstehende sonstige Kosten, Steuern, Gebühren oder Abgaben zu tragen.

Die Auslieferung von Einzelstücken aus diesem Inhaber-Sammelzertifikat kann von den Miteigentümern nicht verlangt werden.

3. Die Clearstream vermittelt dem Miteigentümer über dessen Depotbank nach Maßgabe seines Anteils am Inhaber-Sammelzertifikat grundsätzlich alle Rechte aus den Schuldverschreibungen, soweit sie ihr nach Maßgabe des englischen Rechts bzw. des Rechts von Jersey, Channel Islands, zustehen.

Zinsen, Ausschüttungen, Kapital und etwaige sonstige Barzahlungen leitet die Clearstream an den Miteigentümer weiter.

Im übrigen gelten die von der Clearstream gegebenenfalls bekanntzugebenden Fristen und Bedingungen.

Sämtliche Zahlungen an den Miteigentümer erfolgen nach Maßgabe der jeweils geltenden Devisenvorschriften in EURO, es sei denn, dass der Miteigentümer rechtzeitig vor Fälligkeit Zahlung in USD (United States Dollars) verlangt hat.

4. Ein etwaiges Stimmrecht anlässlich einer Gläubigerversammlung wird die Clearstream grundsätzlich nicht ausüben. Sie wird dem Miteigentümer oder einem von diesem benannten Dritten auf Verlangen eine Vollmacht zur Ausübung des Stimmrechts erteilen lassen.

Die Gesellschaft hat sich verpflichtet, die Tagesordnung von Gläubigerversammlungen sowie die Voraussetzungen zur Teilnahme an der Gläubigerversammlung und zur Ausübung des Stimmrechts im Vorfeld einer solchen Gläubigerversammlung bekanntzugeben.

5. Sollte die Ausgabe des Inhaber-Sammelzertifikats zu irgendeinem Zeitpunkt in der Bundesrepublik Deutschland oder auf Jersey, Channel Islands, irgendwelchen Steuern, Gebühren oder Abgaben unterliegen, so haben die Miteigentümer diese Steuern, Gebühren oder Abgaben nach Maßgabe ihrer Anteile am Inhaber-Sammelzertifikat zu tragen.  
Die Clearstream ist berechtigt, Steuern, Gebühren oder Abgaben, denen sie zu irgendeinem Zeitpunkt in der Bundesrepublik Deutschland oder auf Jersey, Channel Islands, allein auf Grund der Tatsache unterworfen wird, dass sie die Schuldverschreibungen hält, auf alle Miteigentümer nach Maßgabe ihrer Anteile am Inhaber-Sammelzertifikat umzulegen.
6. Treten aus irgendeinem Grunde an die Stelle der Schuldverschreibungen andere Schuldverschreibungen oder ein sonstiger Vermögenswert, so wandelt sich das Recht der Miteigentümer auf die Schuldverschreibungen in ein Recht auf den Ersatzgegenstand. Die Zertifikatsbedingungen gelten dann sinngemäß.
7. Die Clearstream ist berechtigt, die Citibank N.A., London, England, (im folgenden "Verwahrer" genannt) in ihrer Funktion als Verwahrer oder die Vidacos Nominees Ltd., London, England, (im folgenden "Nominee" genannt) in ihrer Funktion als Nominee durch eine andere Person zu ersetzen. Die Haftung der Clearstream beschränkt sich hierbei auf die sorgfältige Auswahl. Unberührt bleibt die Befugnis der Clearstream, die Funktion des Verwahrers oder des Nominees selbst wahrzunehmen. Im Fall der Ersetzung des Verwahrers oder des Nominees gelten alle Bezugnahmen auf den Verwahrer bzw. den Nominee in diesen Bedingungen als Bezugnahmen auf den neuen Verwahrer bzw. Nominee.
8. Werden die Schuldverschreibungen in einer die Mitwirkung der Clearstream in dieser Form nicht mehr erfordernden Weise an deutschen Wertpapierbörsen lieferbar oder wird die Zulassung der Schuldverschreibungen in Form von Miteigentumsanteilen am Inhaber-Sammelzertifikat zum Handel und zur amtlichen Notierung an deutschen Wertpapierbörsen zurückgenommen, so wird die Clearstream die Miteigentümer auffordern, ihr einen Auftrag gemäß Ziffer 2. Abs. 1 zu erteilen. Wird dieser Auftrag nicht innerhalb einer Frist von 3 Monaten seit Veröffentlichung der Aufforderung erteilt, so ist die Clearstream nach ihrem Ermessen berechtigt, die Eintragung der Schuldverschreibungen auf den Namen des Miteigentümers oder eines in der Aufforderung benannten Dritten zu veranlassen und die Schuldverschreibungen bei einer in der Aufforderung angegebenen Stelle für den Miteigentümer auf dessen Kosten und Gefahr zu hinterlegen. Damit erlöschen sämtliche Pflichten der Clearstream aus dem Inhaber-Sammelzertifikat.
9. Alle das Inhaber-Sammelzertifikat betreffenden Bekanntmachungen werden in mindestens je einem überregionalen Börsenpflichtblatt der deutschen Wertpapierbörsen veröffentlicht werden, an denen die Schuldverschreibungen in Form von Miteigentumsanteilen am Inhaber-Sammelzertifikat gehandelt und amtlich notiert werden.
10. Die Miteigentümer tragen anteilig alle wirtschaftlichen und rechtlichen Nachteile und Schäden, die den für das Inhaber-Sammelzertifikat als Deckung gehaltenen Bestand an Schuldverschreibungen infolge höherer Gewalt, Regierungserlassen, Krieg, Aufruhr, Verfügungen von hoher Hand im In- oder Ausland oder anderer Umstände treffen sollten, die die Clearstream oder der Verwahrer nicht zu vertreten haben.

Die Clearstream wird alle Verpflichtungen aus dem Inhaber-Sammelzertifikat mit der Sorgfalt eines ordentlichen Kaufmannes erfüllen. Wird sie durch höhere Gewalt, Regierungserlasse, Krieg, Aufruhr, Verfügungen von hoher Hand im In- oder Ausland oder andere Umstände, die sie nicht zu vertreten hat, an der Erfüllung ihrer Verpflichtungen gehindert, so trifft sie keine Verantwortung.

Der Verwahrer und der Nominee sind der Clearstream gegenüber zur ordnungsgemäßen Wahrnehmung der ihnen obliegenden Aufgaben verpflichtet.

Etwaige Ansprüche gegen den Verwahrer oder den Nominee wird die Clearstream zugunsten der Miteigentümer geltend machen. Darüber hinaus haftet die Clearstream nur für die sorgfältige Auswahl des Verwahrers und des Nominees.

Der Verwahrer und der Nominee sind der Clearstream gegenüber zur ordnungsgemäßen Wahrnehmung der ihnen obliegenden Aufgaben verpflichtet.

Etwaige Ansprüche gegen den Verwahrer oder den Nominee wird die Clearstream zugunsten der Miteigentümer geltend machen. Darüber hinaus haftet die Clearstream nur für die sorgfältige Auswahl des Verwahrers und des Nominees.

11. Sollte irgendeine dieser Bestimmungen ganz oder teilweise rechtsunwirksam oder undurchführbar sein oder werden, so bleiben die übrigen Bestimmungen hiervon unberührt. Für unwirksame oder undurchführbare Bestimmungen soll eine dem Sinn und Zweck dieses Vertragsverhältnisses entsprechende Regelung gelten.
12. Alle Rechtsbeziehungen zwischen dem Miteigentümer und der Clearstream unterliegen dem Recht der Bundesrepublik Deutschland. Ausschließlicher Gerichtsstand ist Frankfurt am Main.
13. Eine Änderung dieser Zertifikatsbedingungen ist nur zulässig, soweit durch sie die Rechte der Miteigentümer nicht beeinträchtigt werden, es sei denn, dass sie durch gesetzliche Vorschriften bedingt ist.



## Anhang 1

Sofern WisdomTree Commodity Securities Limited weitere Schuldverschreibungen im Rahmen ihres Programms begibt, kann Anhang 1 jederzeit geändert werden.

Name	Ursprüngliche ISIN (der)	LSE Code	Nennbetrag (USD) 9 Juli, 2014
WisdomTree Aluminium (formerly ETFS Aluminium)	GB00B15KXN58	ALUM	\$1.00000000
WisdomTree Brent Crude Oil (formerly ETFS Brent Crude)	JE00B78CGV99	BRNT	\$6.25000000
WisdomTree Coffee (formerly ETFS Coffee)	GB00B15KXP72	COFF	\$0.50000000
WisdomTree Copper (formerly ETFS Copper)	GB00B15KXQ89	COPA	\$3.00000000
WisdomTree Corn (formerly ETFS Corn)	GB00B15KXS04	CORN	\$0.25000000
WisdomTree Cotton (formerly ETFS Cotton)	GB00B15KXT11	COTN	\$0.50000000
WisdomTree WTI Crude Oil (formerly ETFS WTI Crude Oil)	GB00B15KXV33	CRUD	\$1.15000000
WisdomTree Gasoline (formerly ETFS Gasoline)	GB00B15KXW40	UGAS	\$5.00000000
WisdomTree Gold (formerly ETFS Gold)	GB00B15KXX56	BULL	\$1.00000000
WisdomTree Heating Oil (formerly ETFS Heating Oil)	GB00B15KXY63	HEAT	\$3.00000000
WisdomTree Lean Hogs (formerly ETFS Lean Hogs)	GB00B15KXZ70	HOGS	\$0.11000000
WisdomTree Live Cattle (formerly ETFS Live Cattle)	GB00B15KY096	CATL	\$2.00000000
WisdomTree Natural Gas (formerly ETFS Natural Gas)	GB00B15KY104	NGAS	\$0.00800000
WisdomTree Nickel (formerly ETFS Nickel)	GB00B15KY211	NICK	\$2.00000000
WisdomTree Silver (formerly ETFS Silver)	GB00B15KY328	SLVR	\$2.00000000
WisdomTree Soybean Oil (formerly ETFS Soybean Oil)	GB00B15KY435	SOYO	\$1.00000000
WisdomTree Soybeans (formerly ETFS Soybeans)	GB00B15KY542	SOYB	\$2.00000000
WisdomTree Sugar (formerly ETFS Sugar)	GB00B15KY658	SUGA	\$3.00000000
WisdomTree Wheat (formerly ETFS Wheat)	GB00B15KY765	WEAT	\$0.25000000
WisdomTree Zinc (formerly ETFS Zinc)	GB00B15KY872	ZINC	\$1.00000000
WisdomTree Agriculture (formerly ETFS Agriculture)	GB00B15KYH63	AIGA	\$1.0079925
WisdomTree Broad Commodities (formerly ETFS All Commodities)	GB00B15KY989	AIGC	\$1.6054922
WisdomTree Energy (formerly ETFS Energy)	GB00B15KYB02	AIGE	\$0.7830462
WisdomTree Grains (formerly ETFS Grains)	GB00B15KYL00	AIGG	\$0.70272680
WisdomTree Industrial Metals (formerly ETFS Industrial Metals)	GB00B15KYG56	AIGI	\$2.03020900
WisdomTree Precious Metals (formerly ETFS Precious Metals)	GB00B15KYF40	AIGP	\$1.28009700
WisdomTree Softs (formerly ETFS Softs)	GB00B15KYJ87	AIGS	\$1.21318700
WisdomTree Broad Commodities Ex-Agriculture and Livestock (formerly ETFS Ex-Agriculture & Livestock)	JE00B6SV8B36	XRFM	\$1.56662000

WisdomTree Brent Crude Oil Longer Dated (formerly ETFS Longer Dated Brent Crude)	JE00B78CP782	FBRT	\$7.75000000
WisdomTree Broad Commodities Longer Dated (formerly ETFS Longer Dated All Commodities)	JE00B24DMC49	FAIG	\$2.83183050
WisdomTree Energy Longer Dated (formerly ETFS Longer Dated Energy)	JE00B24DMD55	ENEF	\$3.99645760
WisdomTree Industrial Metals Longer Dated (formerly ETFS Longer Dated Industrial Metals)	JE00B24DMJ18	FIND	\$2.81396650
WisdomTree Agriculture Longer Dated (formerly ETFS Longer Dated Agriculture)	JE00B24DMK23	FAGR	\$1.18436550

Please note that the Global Bearer Certificate has not been updated to reflect the updated names of the Issuer and the Micro and Commodity Securities.

## ANNEX 3

### 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.

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#### FINAL TERMS

Dated [•] 20[•]

### **WISDOMTREE COMMODITY SECURITIES LIMITED**

(formerly ETFS 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 21 May 2020 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) the Prospectus Regulation Rules and must be read in conjunction with the Prospectus and any supplement, which are published in accordance with Article 21 of the Prospectus Regulation and rule PRR 3.2 of the Prospectus Regulation Rules 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]

The Issuer does not fall under Article 5.1 or 5.2 of Council Regulation (EU) No 833/2014 as amended by Council Regulation (EU) No. 960/2014 of 8 September 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine.

**ANNEX**

**FORM OF ISSUE SPECIFIC SUMMARY**

*(Issuer to annex form of issue specific summary to the Final Terms)*

## ANNEX 4

### 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.

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#### FINAL TERMS

Dated [•] 20[•]

### WISDOMTREE COMMODITY SECURITIES LIMITED

(formerly ETFS 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 21 May 2020 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) the Prospectus Regulation Rules and must be read in conjunction with the Prospectus and any supplement, which are published in accordance with Article 21 of the Prospectus Regulation and rule PRR 3.2 of the Prospectus Regulation Rules 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, the Netherlands, Norway, Spain, Sweden and the United Kingdom (“**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:	[•]
<b>Terms and Conditions of the Offer</b>	
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:	[•]

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]

The Issuer does not fall under Article 5.1 or 5.2 of Council Regulation (EU) No 833/2014 as amended by Council Regulation (EU) No. 960/2014 of 8 September 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine.

**ANNEX**

**FORM OF ISSUE SPECIFIC SUMMARY**

*(Issuer to annex form of issue specific summary to the Final Terms)*





