Base prospectus: 13 November 2023

WisdomTree Foreign Exchange Limited

(formerly ETFS Foreign Exchange Limited)

(Incorporated and registered in Jersey under the Companies (Jersey) Law 1991 (as amended) with registered number 103518)

LEI: 213800X2UDCFSIYXXR28

Prospectus for the issue of

Collateralised Currency Securities

What is this document?

This document (the "**Prospectus**") is issued in respect of the programme for the issue of collateralised exchange traded currency securities (the "**Collateralised Currency Securities**") by WisdomTree Foreign Exchange Limited (the "**Issuer**").

This Prospectus constitutes a base prospectus under Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 (as amended) (the "**Prospectus Regulation**").

This base prospectus has been approved by the Central Bank of Ireland (the "**Central Bank**"), as competent authority under the Prospectus Regulation. The Central Bank only approves this 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 Collateralised Currency Securities that are the subject of this base prospectus. Investors should make their own assessment as to the suitability of investing in the Collateralised Currency Securities. Furthermore, such approval relates only to the Collateralised Currency Securities which are to be admitted to trading on a regulated market for the purpose of the Markets in Financial Instruments Directive 2014/65/EU of the European Parliament and of the Council on Markets in Financial Instruments, as amended, ("**MiFID II**") and/or which are to be offered to the public in any Member State of the European Economic Area.

This Prospectus has also been approved as a base prospectus by the Financial Conduct Authority ("**FCA**") as competent authority under the UK Prospectus Regulation (as defined below). The FCA only approves this base prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the UK version of Regulation (EU) No 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC, as onshored into UK domestic law by by the European Union (Withdrawal) Act 2018 and the European Union (Withdrawal Agreement) Act 2020 (the "**Withdrawal Acts**"), (the "**UK Prospectus Regulation**"). Such approval by the FCA should not be considered as an endorsement of the Issuer or the quality of the Collateralised Currency Securities that are the subject of this base prospectus. Investors should make their own assessment as to the suitability of investing in the Collateralised Currency Securities.

Investors should be aware that the prospectus rules of the FCA (the "**Prospectus Regulation Rules**") and the UK Prospectus Regulation apply where Collateralised Currency Securities are admitted to trading on a regulated market situated or operating within the United Kingdom and/or an offer of Collateralised Currency Securities is made to the public (within the meaning provided for the purposes of the Prospectus Regulation Rules) in the United Kingdom. The Prospectus Regulation applies where Collateralised Currency Securities are admitted to trading on a regulated market for the purpose of MiFID II and/or an offer of Collateralised Currency Securities is made to the to the public (within the meaning provided for the purposes of the Prospectus Regulation) in one or more Member States of the European Economic Area. Accordingly Investors should be aware that they will only have the rights afforded by the Prospectus Regulation Rules and the UK Prospectus Regulation, if the Prospectus Regulation Rules and the UK Prospectus Regulation provisions apply and will only have the rights afforded by the Prospectus Regulation if the Prospectus Regulation applies.

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

This Prospectus is valid for **one year from the date of this document** 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 Collateralised Currency Securities which are undated limited recourse debt securities of the Issuer. The Issuer is currently making available for issue 221 separate types of Collateralised Currency Securities. Collateralised Currency Securities are intended to provide investors with a return reflecting foreign exchange rate movements less the applicable fees.

An investment in Collateralised Currency 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 Collateralised Currency Securities can go down as well as up.

Collateralised Currency Securities are complex, structured products involving a significant degree of risk and may not be suitable or appropriate for all types of investor. They are aimed at sophisticated, professional and institutional investors, and it is advisable that any other person wishing to invest seeks appropriate financial, tax and other advice from independent financial advisors with appropriate regulatory authorisation and qualifications.

What is in this Prospectus?

This Prospectus is intended to provide a prospective investor with the necessary information relating to the Issuer and the Collateralised Currency 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 Collateralised Currency Securities.

The rights attaching to the Collateralised Currency Securities are contained in the Conditions set out under the heading "Conditions" in Part 10 (*Terms and Conditions of Collateralised Currency Securities*) and are completed by the Final Terms specific to a particular issue of Collateralised Currency Securities which will be delivered to the Central Bank and the FCA before such Collateralised Currency Securities are issued.

Worked examples of how an investor can calculate 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 Collateralised Currency Securities in certain jurisdictions and details of the risk factors relating to an investment in Collateralised Currency 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 Collateralised Currency Securities to which they relate, including the class and number of Collateralised Currency Securities to be issued, the price of the Collateralised Currency Securities to be issued and the fees applicable to the Collateralised Currency 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 this document but instead has been made publicly available elsewhere for reference by investors and prospective investors.

Prospective investors should ensure that they review the Prospectus (including any information that has been incorporated by reference) and the Final Terms.

A copy of this Prospectus (including any documents incorporated by reference) are available at https://www.wisdomtree.eu/en-gb/resource-library. Any Final Terms issued are currently available at https://regdocs.wisdomtree.eu/.

Programme for the issue of

Collateralised Currency Securities

Important Information

A. Approvals

A copy of the Prospectus which comprises a base prospectus relating to the Collateralised Currency Securities 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. The Prospectus constitutes a base prospectus for the purposes of the UK Prospectus Regulation and has also been filed with the FCA pursuant to the UK Prospectus Regulation, as amended and has been made available to the public in the United Kingdom for the purpose of that Regulation. Collateralised Currency Securities will be available to be issued on a continuous basis during the period of 12 months from the date of the Prospectus. A prospective investor should be aware that compensation will not be available under the UK Financial Services Compensation Scheme.This Prospectus is prepared, and a copy of it has been sent to the Jersey Financial Services Commission, in accordance with the Collective Investment Funds (Certified Funds-Prospectuses) (Jersey) Order 2012.

The Issuer has obtained a certificate under the Collective Investment Funds (Jersey) Law 1988, as amended (the "**CIF Law**") to enable it to undertake its functions in relation to the Collateralised Currency 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 Collateralised Currency 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 fund or for the correctness of any statements made or expressed in this Prospectus.

The distribution of the Prospectus and any Final Terms and the offering, sale and delivery of Collateralised Currency Securities in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus or any Final Terms comes are required by the Issuer to inform themselves about and to observe any such restrictions. For a description of certain restrictions on offers and sales of Collateralised Currency Securities and on the distribution of this Prospectus or any Final Terms, see *Selling Restrictions* in Part 13 (*Additional Information*).

The Collateralised Currency 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. Except in a transaction exempt from the registration requirements of the Securities Act and applicable United States securities laws, the Collateralised Currency 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, Collateralised Currency 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. Collateralised Currency 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 Collateralised Currency 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 Collateralised Currency Securities.

Prohibited US Persons and Prohibited Benefit Plan Investors who notwithstanding the foregoing acquire Collateralised Currency Securities should note the provisions in the Conditions under the heading *Compulsory Redemption for cause* (Condition 7.5).

B. Listing and Trading

Application has been made to the Irish Stock Exchange plc trading as Euronext Dublin ("**Euronext Dublin**") for all Collateralised Currency Securities issued during the period of 12 months from the date of this prospectus to be admitted to its official list (the "**Official List**") and trading on its regulated market the admission to trading on Euronext Dublin is technical only and investors should be aware there is no trading facility for the Collateralised Currency Securities there. The Central Bank approval of this programme relates only to the Collateralised Currency Securities which are to be admitted to trading on the regulated market of Euronext Dublin or other regulated markets for the purposes of MiFID II or which are to be offered to the public in any Member State of the European Economic Area.

Application has also been made to the FCA for all Collateralised Currency Securities issued within 12 months of the date of this document to be admitted to the UK Official List, and to the London Stock Exchange, for all such Collateralised Currency Securities to be admitted to trading on the Main Market (being part of the London Stock Exchange's Regulated Market).

Admission to the UK Official List and to trading on the Main Market of the London Stock Exchange are not offers under the Prospectus Regulation or admission to trading on a regulated market for the purposes of the Prospectus Regulation, as it applies in the European Union, but are such offers and admission to trading for the purposes of the UK Prospectus Regulation.

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

Certain of the Collateralised Currency Securities are also listed or traded on certain other markets – see "Passporting" in Part 9 (*The Programme*) and "General" in Part 13 (*Additional Information*).

C. Responsibility and No Investment Advice

The Issuer accepts responsibility for the information contained in this Prospectus. To the best of the knowledge of the Issuer the information contained in this 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 Collateralised Currency 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 Collateralised Currency Securities or the exercise of any rights attached thereto for the purposes of the Jersey Financial Services Law 1998, as amended.

None of the Trustee, the Security Trustee, any Authorised Participant, MSIP or MS&CO nor any other member of the Morgan Stanley Group has separately verified the information contained in this Prospectus. No representation, warranty or undertaking, express or implied, is made, and no responsibility or liability is accepted by the Trustee, the Security Trustee, MSIP, MS&CO or any other member of the Morgan Stanley Group as to the accuracy or completeness of any information contained in this Prospectus or any other information supplied in connection with Collateralised Currency Securities or their distribution. The Authorised Participants have not separately verified the information contained 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. MSIP does not accept any responsibility or liability to investors (a) for the information contained in this Prospectus or (b) for updating such information and makes no representation, warranty or undertaking, express or implied, with respect to such information.

Neither this Prospectus nor any Final Terms constitutes an offer or an invitation to subscribe for or purchase Collateralised Currency Securities or other securities issued by the Issuer and should not be considered as a recommendation by the Issuer, the Authorised Participants, MSIP or MS&CO or any of them that any recipient of this Prospectus or any Final Terms should subscribe for or purchase Collateralised Currency Securities.

Each person applying for Collateralised Currency Securities in accordance with this Prospectus acknowledges that (i) such person has not relied on the Trustee, the Security Trustee, MSIP or MS&CO, 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) Collateralised Currency Securities are direct, limited recourse obligations of the Issuer alone and not obligations of any other person, including the Trustee, the Security Trustee, any Index Provider or Currency Transaction Counterparty (including MSIP, MS&CO or any other member of the Morgan Stanley Group); and (iii) the obligations of the Issuer to Security Holders under the Collateralised Currency Securities are not guaranteed by any other person, including the Trustee, the Security Trustee, any Index Provider or Currency Transaction Counterparty (including MSIP, MS&CO or any other member of the Morgan Stanley Group).

Neither MSIP nor any of its Affiliates has structured Collateralised Currency Securities or provided any advice or information in respect of Collateralised Currency Securities (subject to a limited exception for information provided by MSIP in relation to itself) nor accepts any responsibility in respect of this Prospectus or any other disclosure document or advertising materials in connection with the Collateralised Currency Securities.

None of the Issuer, ManJer or any Affiliate of ManJer, the Authorised Participants, MSIP, any Affiliate of MSIP (including, without limitation, MS&CO), the Security Trustee or the Trustee makes any representations as to (i) the suitability of any Collateralised Currency Securities for any particular investor; (ii) the appropriate accounting treatment or possible tax consequences of an investment in any Collateralised Currency Securities; or (iii) the expected performance of any Collateralised Currency Securities, either in absolute terms or relative to competing investments.

The obligations of the Issuer to Security Holders are not guaranteed by any member of the Morgan Stanley Group or any other person and no Security Holder has any direct rights of enforcement against any such person.

D. Investors to make their own assessment

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 Collateralised Currency 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 Collateralised Currency Securities as they deem appropriate, in order to evaluate the merits and risks of an investment in Collateralised Currency Securities. Prospective Security Holders should make their own assessment as to the suitability of investing in the Collateralised Currency 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 or the UK Prospectus Regulation and section 87G of FSMA (as applicable), 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 or UK Prospectus Regulation and section 87G of FSMA (as applicable) or prepare and make available a further base prospectus in compliance with Article 3 of the Prospectus Regulation or the UK Prospectus Regulation and the Prospectus Regulation Rules, (as applicable).

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

Each section should be carefully considered by a prospective investor before deciding whether to invest in Collateralised Currency Securities.

Annex 1	Form of Final Terms – Offers to Authorised Participants	195	*This section sets out the form of Final Terms which the Issuer will publish when it has issued Collateralised Currency Securities to an investment services firm which has entered into an agreement with the Issuer in relation to Collateralised Currency Securities. This details the class, number and relevant information applicable to the issue and when completed will also include an issue specific summary which is taken from the summary set out at the front of this document and adjusted to be relevant only to the Collateralised Currency Securities issued under the final terms. Each time that Collateralised Currency Securities are issued by the Issuer, a Final Terms document is prepared by the Issuer and submitted to the Central Bank and notified to the competent authority in each European jurisdiction that the product is passported into. The Final Terms document is also submitted to the FCA. Completed Final Terms documents are available on the website of the Issuer at https://regdocs.wisdomtree.eu/*
Annex 2	Form of Final Terms – Public Offers	197	*This section sets out the form of Final Terms that the Issuer will publish if it issues any Collateralised Currency Securities to the public pursuant to a public offer rather than to an investment services firm (as set out at Annex 3). This details the class, number and relevant information applicable to the issue and when completed will also include an issue specific summary which is taken from the summary set out at the front of this document and adjusted to be relevant only to the Collateralised Currency Securities issued under the final terms. Each time that Collateralised Currency Securities are issued by the Issuer, a Final Terms document is prepared by the Issuer and submitted to the Central Bank and notified to the competent authority in each European jurisdiction that the product is passported into. The Final Terms document is also submitted to the FCA. Completed Final Terms documents are available on the website of the Issuer at https://regdocs.wisdomtree.eu/*

GENERAL DESCRIPTION OF THE OFFERING PROGRAMME

The following information does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Prospectus and, in relation to the terms and conditions of any particular Collateralised Currency Securities (as defined below in "Terms and Conditions of Collateralised Currency Securities"), the applicable Final Terms.

This following information constitutes a general description of the Programme (a) for the purposes of Article 25(1) of Commission Delegated Regulation (EU) No 2019/980, as amended, and (b) for the purposes of the UK version of Article 25(1) of Commission Delegated Regulation (EU) No 2019/980 which is part of UK law by virtue of the European Union (Withdrawal) Act 2018, and does not claim to be exhaustive.

Terms used in this general description shall have the same meanings given to them under the heading "Definitions".

Issuer:	WisdomTree Foreign Exchange Limited.
Issuer Legal Entity Identifier (LEI):	213800X2UDCFSIYXXR28.
The Company:	WisdomTree Foreign Exchange Limited.
Risk Factors:	There are certain factors relating to the Issuer, its industry and the Collateralised Currency Securities that represent the principal risks inherent in investing in Collateralised Currency Securities issued under the Programme. See "*Risk Factors*".
Description:	Collateralised Currency Securities.
Certain Restrictions:	There are restrictions on the offer and sale of the Collateralised Currency Securities in the European Economic Area, the United Kingdom and the United States. Please see the paragraph entitled "Selling Restrictions" below, and Part 13 (*Additional Information*).
Registrar:	Computershare Investor Services (Jersey) Limited.
Programme Size:	There is no limit on the number of Collateralised Currency Securities that the Issuer may issue under the Programme.
Distribution:	Notes may be distributed by way of public placement, but only Authorised Participants may subscribe for Collateralised Currency Securities directly with the Issuer. Please see Part 4 (Description of Collateralised Currency Securities) for further information about the Application process. Investors other than Authorised Participants can buy and sell Collateralised Currency 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.
Maturities:	Collateralised Currency Securities are perpetual securities in respect of which there is no specified maturity date and no expiry date.
Price:	The process for issuing and applying for Collateralised Currency Securities is described in Part 4 (*Description of Collateralised Currency Securities*). In order to make an Application for the issue of Collateralised Currency Securities an Authorised Participant must either: (1) submit an Application Form to the Issuer requesting the issue of Collateralised Currency Securities (Index Pricing); or (2) agree with a Currency Transaction Counterparty a Pricing Day for (i) the issue of Collateralised Currency Securities and (ii)

the creation of the corresponding Currency Transaction (Agreed Pricing).

Upon receipt and confirmation of a valid Application, the Issuer will send a Creation Notice to the Currency Transaction Counterparty for the purpose of creating a Currency Transaction corresponding to such Application, and will confirm the Currency Transaction Counterparty's receipt of such Creation Notice.

In the case of both Agreed Pricing and Index Pricing, the Issuer will calculate the Price of all Collateralised Currency Securities to be issued to each Applicant and will confirm such Price with each Applicant by the following London Business Day. The Price will be calculated in accordance with the formula in Condition 5.2, Part 10 (*Terms and Conditions of Collateralised Currrency Securities*).

Form of Collateralised Currency Securities: .... Collateralised Currency Securities will be issued in registered form as described in Part 10 (*Terms and Conditions of Collateralised Currrency Securities*). Collateralised Currency Securities may be held and transferred in Uncertificated Form or Certificated Form.

Redemption: .... Generally, only an Authorised Participant may apply for or require the Issuer to redeem Collatralised Currency Securities. Authorised Participants can require the Issuer to redeem Collateralised Currency Securities at any time, subject to certain conditions.

The Issuer has a general right to redeem the Collateralised Currency Securities upon giving notice to the Security Holders.

Further details in relation to Redemptions are set out in Part 4 (*Description of Collateralised Currency Securities*).

Listing and admission to trading: ... Application has been made to the Irish Stock Exchange plc trading as Euronext Dublin for all Collateralised Currency Securities issued during the period of 12 months from the date of this prospectus to be admitted to its Official List, and to Euronext Dublin, for all such Collateralised Currency Securities to be admitted to trading on Euronext Dublin.

Application has also been made to the FCA for all Collateralised Currency Securities issued within 12 months of the date of this document to be admitted to the UK Official List, and to the London Stock Exchange, for all such Collateralised Currency Securities to be admitted to trading on the Main Market (being part of the London Stock Exchange's Regulated Market).

Governing Law: .... The Collateralised Currency Securities and any non-contractual obligations arising out of or in connection with the Collateralised Currency Securities, as the case may be, will be governed by, and construed in accordance with, English law.

Clearing Systems: .... CREST, Euroclear, ESES, Euroclear Nederland, Clearstream Banking AG, Monte Titoli S.p.A..

Selling Restrictions: .... The Collateralised Currency Securities are not subject to any restrictions on transferability.

There are restrictions on the offer and sale of the Collateralised Currency Securities in the European Economic Area, the United Kingdom and the United States. See Part 13 (*Additional Information*).

RISK FACTORS

An investment in Collateralised Currency Securities involves a significant degree of risk.

The Issuer believes that the factors relating to the Issuer, its industry and the Collateralised Currency Securities set out below represent the principal risks inherent in investing in Collateralised Currency 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 Collateralised Currency Securities.

A Security Holder may also lose the value of their entire investment in Collateralised Currency 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.

Leveraged Risk

The effect of leverage

5 Times Long and 5 Times Short Collateralised Currency Securities

A Long Currency Index will provide a "long" exposure to a particular exchange rate which means it will increase in value where that exchange rate increases and a Short Currency Index will provide a "short" exposure to that same exchange rate which means it will decrease in value where that exchange rate increases.

Collateralised Currency Securities which track 5 Times Long Currency Indices or 5 Times Short Currency Indices provide a leveraged exposure representing five times the return on the exchange rate that would otherwise be obtained from tracking the corresponding Long Currency Index or Short Currency Index. This means that if a Long Currency Index or a Short Currency Index were to increase in value on a particular day which is reflected by a one per cent. gain on the relevant exchange rate, the equivalent 5 Times Long Currency Index or 5 Times Short Currency Index would reflect five times the gain on the relevant exchange rate (i.e. a five per cent gain). Likewise, if a Long Currency Index or a Short Currency Index were to fall in value on a particular day which is reflected by a one per cent. loss on the relevant exchange rate, the equivalent 5 Times Long Currency Index or 5 Times Short Currency Index would reflect five times the loss on the relevant exchange rate (i.e. a five per cent loss). Accordingly, investing in 5 Times Leveraged Long Collateralised Currency Securities or 5 Times Leveraged Short Collateralised Currency Securities is more risky than investing in Collateralised Currency Securities which track the equivalent Long Currency Indices or Short Currency Indices on an unleveraged basis as any gain or loss will be magnified. Investors could therefore suffer greater losses by investing in 5 times leveraged products.

Returns from Leveraged Collateralised Currency Securities do not equal the Leverage Factor

Buying a 5 Times Leveraged Long Collateralised Currency Security does not mean the return in respect of such security will be five times that of an equivalent unleveraged Currency Security. This is because, among other things, on a daily basis the Leverage Factor will be applied to the currency exchange rate comprised within the relevant Currency Index but will not be applied to the Collateral Yield (being an interest rate return comprised within the Currency Index which varies depending on whether the Currency Index is denominated in the US Dollar, the Euro or GBP) within the Currency Index which impact the return and over time, there may be volatility in the relevant currency exchange rates which may impact the return.

You may lose your entire investment

In some cases movements in exchange rates can be so significant that they lead to the level of a Currency Index for any class falling to zero. In these circumstances, the Price for the corresponding class of Collateralised Currency Securities may fall to zero and become subject to compulsory redemption. A Security Holder generally has the right to receive on redemption the Principal Amount of such class of Collateralised Currency Securities. However, if the Price falls below the Principal Amount and the Issuer has insufficient assets in the relevant Class Collateral Pool available, the Collateralised Currency Securities may become subject to compulsory redemption and may be redeemed at zero. Security Holders may receive nothing on a compulsory redemption.

Triple Long and Triple Short Collateralised Currency Securities

A Long Currency Index will provide a “long” exposure to a particular exchange rate which means it will increase in value where that exchange rate increases and a Short Currency Index will provide a “short” exposure to that same exchange rate which means it will decrease in value where that exchange rate increases.

Collateralised Currency Securities which track Triple Long Currency Indices or Triple Short Currency Indices provide a leveraged exposure representing three times the return on the exchange rate that would otherwise be obtained from tracking the corresponding Long Currency Index or Short Currency Index. This means that if a Long Currency Index or a Short Currency Index were to increase in value on a particular day which is reflected by a one per cent. gain on the relevant exchange rate, the equivalent Triple Long Currency Index or Triple Short Currency Index would reflect three times the gain on the relevant exchange rate (i.e. a three per cent gain). Likewise, if a Long Currency Index or a Short Currency Index were to fall in value on a particular day which is reflected by a one per cent. loss on the relevant exchange rate, the equivalent Triple Long Currency Index or Triple Short Currency Index would reflect three times the loss on the relevant exchange rate (i.e. a three per cent loss). Accordingly, investing in Triple Leveraged Long Collateralised Currency Securities or Triple Leveraged Short Collateralised Currency Securities is more risky than investing in Collateralised Currency Securities which track the equivalent Long Currency Indices or Short Currency Indices on an unleveraged basis as any gain or loss will be magnified. Investors could therefore suffer greater losses by investing in triple leveraged products.

Double Long and Double Short Collateralised Currency Securities

A Long Currency Index will provide a “long” exposure to a particular exchange rate which means it will increase in value where that exchange rate increases and a Short Currency Index will provide a “short” exposure to that same exchange rate which means it will decrease in value where that exchange rate increases.

Collateralised Currency Securities which track Double Long Currency Indices or Double Short Currency Indices provide a leveraged exposure representing twice the return on the exchange rate that would otherwise be obtained from tracking the corresponding Long Currency Index or Short Currency Index. This means that if a Long Currency Index or a Short Currency Index were, respectively, to increase in value on a particular day which is reflected by a one per cent. gain on the relevant exchange rate, the equivalent Double Long Currency Index or Double Short Currency Index would reflect, respectively, twice the gain on the relevant exchange rate (i.e. a two per cent gain). Likewise, if a Long Currency Index or a Short Currency Index were to fall in value on a particular day which is reflected by a one per cent. loss on the relevant exchange rate, the equivalent Double Long Currency Index or Double Short Currency Index would reflect twice the loss on the relevant exchange rate (i.e. a two per cent loss). Accordingly, investing in Double Leveraged Long Collateralised Currency Securities or Double Leveraged Short Collateralised Currency Securities is more risky than investing in Collateralised Currency Securities which track the equivalent Long Currency Indices or Short Currency Indices as any gain or loss will be magnified. Investors could therefore suffer greater losses by investing in leveraged products.

Collateralised Currency Security Risk Factors

Only Authorised Participants May Apply for or Redeem Collateralised Currency Securities

Generally only Authorised Participants may deal with the Issuer in applying for or requiring the Redemption of Collateralised Currency Securities, save in relation to redemptions where at any time there are no Authorised Participants or where the Issuer has announced by RIS in respect of a particular Pricing Day, or until further announcement or generally, that Redemptions by Security Holders who are not Authorised Persons will be permitted. 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 Collateralised Currency Securities.

Under the Facility Agreement, MSIP as Currency Transaction Counterparty has the right to give notice (with immediate or delayed effect) that an Authorised Participant has ceased to be acceptable to it in certain circumstances, including if MSIP deems such person to be unacceptable to it as an Authorised Participant for compliance 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 Collateralised Currency Securities could be issued. In such event it may also be difficult or impossible to sell Collateralised Currency Securities on the London Stock Exchange (or other exchanges if Collateralised Currency Securities are listed or traded thereon) at a price close to the Price therefor or within a reasonable time period, although Security Holders will be entitled to redeem their Collateralised Currency Securities.

Early Redemption of Collateralised Currency Securities

An investment in Collateralised Currency Securities may be redeemed earlier than desired by a Security Holder and at short notice (a Compulsory Redemption). In these circumstances, the Security Holder may suffer a loss if the cash value of the Collateralised Currency 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. In addition, an investment in Collateralised Currency Securities may become subject to an Early Redemption earlier than desired by a Security Holder and if the value of the Collateralised Currency Securities redeemed is lower than when they were purchased by the Security Holder, the Security Holder could suffer a loss. Early redemption may occur in the following circumstances:

General right to effect an early Redemption

The Issuer may, redeem all or some Collateralised Currency Securities of a particular class at any time, by giving not less than 30 days' notice (or seven days' notice in the event that the Facility Agreement is terminated) by RIS announcement to the Security Holders.

Early Redemption on default

In certain circumstances, the Issuer will be required to redeem all or some of the Collateralised Currency Securities upon receiving notice from the Trustee, provided that the Trustee has been instructed by a specified portion of the holders of Collateralised Currency Securities and indemnified, secured and/or pre-funded to its satisfaction. These circumstances include where (i) the Issuer has failed to comply with certain payment obligations in respect of the Redemption of any Collateralised Currency Securities (subject to certain remedies and/or exclusions), or (ii) the Currency Transaction Counterparty is subject to an "Event of Default" under the relevant ISDA Master Agreement to which it is a party, or (iii) the Issuer is subject to an insolvency event.

Early Redemption on enforcement of security

The Issuer will also be required to redeem all or some of the Collateralised Currency Securities where a Currency Transaction Counterparty (i.e. the counterparty to the Facility Agreement and ISDA Master Agreement) has given instructions to the Security Trustee to enforce security over certain of the Issuer's rights, title and interest.

Early Redemption where MS&CO ceases to publish a Currency Index

MS&CO may cease to publish a Currency Index. If so, all Collateralised Currency Securities of the class relating to that Currency Index may be redeemed.

The Conditions provide that the amount payable upon a Redemption of a Collateralised Currency Security of a particular class, redeemed by way of the submission of an Index Redemption Form, will be the Principal Amount for that class or the Price of such Collateralised Currency Security on the applicable Pricing Day less, any Additional Redemption Fee (in the case of CNY Securities), whichever is higher.

As each class of Collateralised Currency Security is a limited recourse security as described in Condition 3.2, it is in the interests of the Security Holders of each class to ensure that the Price for that class does not fall below its Principal Amount. The Issuer will aim to avoid the Price of a class of Collateralised Currency Security falling below its Principal Amount (less, in the case of CNY Securities, any Additional Redemption Fee) using the following methods. Where necessary, the Issuer will seek the agreement of not less than 75 per cent of the Security Holders (by Extraordinary Resolution) to reduce the Principal Amount of a class of Collateralised Currency Security to a level less than its Price. The Issuer may also elect to redeem the Collateralised Currency Securities of any class if, on any Pricing Day the Price, (less, in the case of CNY Securities, any Additional Redemption Fee) of any class of Collateralised Currency Security falls to 5 times or below the Principal Amount. The Issuer may do so for so long as the Price (less, in the case of CNY Securities, any Additional Redemption Fee) remains below such amount. The Issuer must give not less than two days' notice by RIS announcement. This right will cease once a resolution of not less than 75 per cent of the Security Holders (by Extraordinary Resolution) is passed to reduce the Principal Amount so that the Price (less, in the case of CNY Securities, any Additional Redemption Fee) is more than 10 times the

Principal Amount, subject to any further fall in the Price of any class of Collateralised Currency Securities to 5 times the revised Principal Amount or below.

Early Redemption for Cause

The Issuer may redeem any Collateralised Currency 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. The Issuer may do so at any time by not less than 7 and no more than 14 Pricing Days' written notice.

Compulsory Redemption on expiration of the Currency Transactions

MSIP may terminate its appointment as a Currency Transaction Counterparty on not less than one year's notice. If MSIP terminates its appointment and no other Currency Transaction Counterparty has been appointed, then the Currency Transactions will expire and unless MSIP is replaced by a new Currency Transaction Counterparty the Issuer may elect to redeem the outstanding Collateralised Currency Securities.

Exchange Rate Risks

Exposure to exchange rate returns calculated by reference to a base value two business days prior

Each class of Collateralised Currency Security tracks a particular Currency Index and the return of such Currency Index includes an exposure of one times (1x), minus one times (-1x), two times (2x), minus two times (-2x), three times (3x), minus three times (-3x), five times (5x) or minus five times (-5x) the return on the exchange rate of a currency measured against the US Dollar, Euro or GBP, respectively.

In each case, the exposure to the aforementioned exchange rate is determined on a particular day (Day T) by reference to a notional exposure which is calculated based on the closing level of the relevant Currency Index on Day T-2 (being the second business day prior to Day T for those markets described in the MSFX^{SM} Manual) divided by the rate of exchange (as at Day T-2) for that currency against the US Dollar, Euro or GBP, respectively. The exposure to the exchange rate for Day T is equal to the notional exposure on Day T-2 multiplied by the variation in the rate of exchange between Day T-1 (being the first business day prior to Day T for those markets described in the MSFX^{SM} Manual) and Day T multiplied by the level of leverage for such class (i.e. 1x, -1x, 2x, -2x, 3x, -3x, 5x or -5x). The fact the return on a Collateralised Currency Security is calculated by reference to a notional exposure on Day T-2 means that it may not precisely match the variation in the exchange rate between Days T-1 and T multiplied by the level of leverage for such class. Such difference becomes more notable as the level of leverage and/or the volatility of the relevant exchange rate increases. In some cases it can lead to underperformance and in others it may lead to a class of Collateralised Currency Securities being subject to Compulsory Redemption. Security Holders might suffer a loss as a result.

Exchange Rate Volatility

In recent years, rates of exchange between currencies have become more volatile and this volatility may continue in the future, particularly in relation to emerging or developing nations' currencies. Historic fluctuations in a particular exchange rate are not necessarily indicative of future movements in that exchange rate and a significant movement in an exchange rate can occur in a very short period of time. For example, on 23rd September 2022, the UK government unveiled a new fiscal statement aimed at creating economic growth. Markets, however, reacted negatively to the proposal of an unfunded tax cut in the fiscal plan and the GBP crashed to its lowest level ever against the USD on 26th September 2022. In subsequent days, the currency recovered quickly to levels seen just before the fiscal plan was announced after the government abandoned the proposal on tax cuts.

Factors that may influence the rate of exchange between currencies may include, without limitation, changing supply and demand for a particular currency, government and monetary authority policy and intervention, interest rate levels between two countries and the differential between such levels, global or regional political, economic or financial events that effect foreign exchange markets and a country's debt level and trade deficit.

Any change in the spot exchange rate of a Currency (which is the standard rate offered in the market for immediate settlement (usually within 1-2 days of the trade being placed)) against the Euro, GBP or USD (as relevant) on an Index Business Day will have either a positive or a negative impact on a Currency Index depending on whether that index tracks the particular exchange rate on a long basis or on a short basis. Accordingly exchange rate volatility on a particular day will have a positive impact on the level of certain Currency Indices and a negative impact on the level of other Currency Indices and, in each case, a corresponding positive or negative impact on the Price of the Collateralised Currency Securities (before fees and expenses) that track those particular Currency Indices. In these circumstances a Security Holder may suffer a loss. Where a Currency Index tracks an exchange rate on a leveraged long or a leveraged short basis the impact of any change in that exchange rate will have a greater positive or negative effect on the Currency Indices and, consequently, greater positive or negative impact on the Price of the Collateralised Currency Securities.

Government Policy and Intervention

Currency exchange rates can either float freely or be fixed by sovereign governments. Exchange rates of most economically developed nations are permitted to fluctuate in value relative to other currencies. However, governments of other nations may, from time to time, prevent their currencies from floating freely by using a variety of techniques, such as intervention by a country's central bank, restrictions on local exchanges or markets, limitations on foreign investment in a country, other regulatory controls or taxes or changes in interest rates to influence the exchange rates of their currencies. These events and actions can be unpredictable and may cause unexpected volatility and instability with respect to a particular exchange rate. This could have a substantial and adverse effect on the performance of certain Currency Indices and, consequently, on the Price of the relevant Collateralised Currency Securities. Any reduction in the Price of the Collateralised Currency Securities could lead to losses for Security Holders if the value of the Collateralised Currency Securities drops below the price the Security Holder paid for those securities.

Governments have imposed from time to time, and may in the future impose, exchange controls that could also affect the availability of a specified currency. Even if there are no actual exchange controls, it is possible that a currency may become unavailable.

Governments may also issue a new currency to replace an existing currency or alter the exchange rate or relative exchange characteristics by a change or reduction in the value of a currency. These governmental actions could change or interfere with currency valuations and currency fluctuations that would otherwise occur in response to economic forces, as well as in response to the movement of currencies across borders.

Again, any such events may have a substantial and adverse effect on the performance of certain Currency Indices which track an exchange rate referable to the relevant Currency and, consequently, on the Price of the relevant Collateralised Currency Securities (see also Index Event and Hedging Disruption/Change of Law below).

General Market Risk

Day to day positive or negative movements in local and international financial markets and exchanges and factors that affect the investment climate and investor sentiment could all affect the level of trading in currencies comprised in the Currency Indices. Such movements may have an adverse effect on the level of a Currency Index which could, accordingly lead to a fall in the market price of Collateralised Currency Securities which will result in an investor in those securities incurring losses. Investors should note that these factors have different effects on each class of the Collateralised Currency Securities. This may be due to different currency exposures offered by different Collateralised Currency Securities and may be impacted by disruption in the currency that the Collateralised Currency Securities provide exposure to. Investors should be aware that positive or negative market sentiment can cause any Collateralised Currency Securities to go down in price as well as up.

Russia-Ukraine Conflict Risk

On February 24, 2022, Russia launched a large-scale invasion of Ukraine, which has resulted in increased volatility in various financial markets and across various sectors. The extent and duration of the military action, resulting sanctions, future market disruptions and economic impact are impossible to predict. Governments in the UK, the European Union, EU Member States, Canada, Japan and the US, among others, have imposed economic sanctions on certain Russian individuals, corporate and financial entities and imposed export-control measures. The ongoing military action in Ukraine has already led, and may continue to lead, to a rise in commodity and other prices. The continuation of the conflict, the potential for it to widen or increase in scale, the sanctions and other measures taken (or which could yet be taken) could further increase financial market and commodity price volatility, cause negative effects on regional and global economic markets, and lead to a slowdown in global and regional economies.

Such geopolitical risks may have a material adverse impact on macroeconomic factors, which affect the relative value of currencies underlying classes of Collateralised Currency Securities. It is not currently possible to determine the severity of any potential impact of these ongoing events on foreign exchange rates and, hence, the Price of each class of Collateralised Currency Securities. It is, however, possible for these factors to increase volatility in or to materially affect the Price of any such class.

Emerging Market Risks

Certain Currency Indices track the exchange rates of emerging market countries. In certain emerging market countries there is a higher than usual risk of nationalisation, expropriation or confiscatory taxation, any of which might have an adverse effect on the value of the currency in that country.

Emerging market countries may also be subject to higher than usual risks of political changes, government regulation and social instability. Emerging market countries may be more exposed to the risk of swift political change and economic downturns than their industrialised counterparts. In recent years many emerging market countries have undergone significant political, economic and social change. In many cases, far-reaching political changes have resulted in constitutional and social tensions and, in some cases, instability and reactions against market reforms. Future political changes may adversely affect the economic conditions and therefore the currency of an emerging or developing market nation. Where one or more Currency Indices tracks the currency of an emerging market country political or economic instability is likely to have an adverse effect on the performance of certain Currency Indices, and, consequently, the Price of the Collateralised Currency Securities.

Any Currency Indices that track exchange rates of emerging market countries may be adversely affected by any of the factors explained above and, therefore, the Price of the Collateralised Currency Securities of the relevant class may be adversely affected. Such volatility may lead to Security Holders may suffer a loss as a result.

*Non-Deliverable Forward (**NDF**) Risks*

The governments of certain emerging market economies have restricted the trading of their currencies and therefore it is not possible for foreign parties to own and trade these currencies for speculative purposes. In order to allow hedging and trading by foreign parties in these markets, a derivatives market has developed which allows parties to receive the equivalent US Dollar return on these currencies. These derivatives are called Non-Deliverable Forward Contracts or "NDFs". A forward contract is an agreement to deliver an amount of a currency at a future date at a price agreed at the time the contract is made. A Non-Deliverable Forward Contract is a type of forward contract where an exchange rate is set for the currency at some point in the future (the 'maturity date') but no currency of that kind is ever delivered. The exchange rate at which the NDF settles is the rate set by a central bank in the relevant emerging market for immediate settlement (usually one to two days from the date the trade is placed). Such rate is known as the 'spot rate'. The NDF is then settled at maturity between the two parties by the payment of the difference (representing either a net profit or net loss) between the rate that was agreed between the parties and the exchange rate at the maturity date. That net settlement occurs in a predetermined convertible currency, typically US Dollars, and no local currency is exchanged or delivered.

As well as reflecting domestic currency product prices for the relevant currency, NDF prices may also reflect market expectations and supply and demand factors that may not or cannot be fully manifested in the relevant domestic currency product prices in a country with capital controls. The difference between onshore currency forward prices, where they are available, and NDFs can vary in periods of heightened investor caution or concern over potential change in the exchange rate regime or a perceived increase in onshore country risk. NDF prices can also be affected by various other factors, including the perceived probability of changes in foreign exchange controls or the relevant legal or regulatory regime in the relevant emerging market economies, speculative positioning, conditions in local onshore interest rate markets, the relationship between the offshore and onshore currency forward markets and central bank policies among other things. When international investors have restricted access to a country's onshore interest rate markets or deposits in local currency, the NDF prices for that currency may be based primarily on the expected future level of the local exchange rate. As a result, NDF prices may not correlate to actual exchange rate movements or exchange rate movements in the future. Additionally, because NDFs are used to provide access to market participants where access to the local onshore currency market is limited or restricted, the level of local interest rates may also not be reflected in NDF prices.

The NDF markets are subject to temporary distortions or other disruptions due to various factors, including (i) the lack of liquidity in the markets, (ii) the participation of speculators, and (iii) government regulation and intervention. In addition, if a majority of market participants share the same view, then excess buying or selling pressure may result in the difference between the price at which participants are willing to buy and sell (the "Bid/Offer Spread") such NDF widening. These circumstances or any other event that causes a material disruption in, or otherwise causes the NDF market to cease to exist could adversely affect the value of a Currency Index or otherwise cause that Currency Index to cease to be published and this could affect the value of Collateralised Currency Securities or result in the relevant classes of Collateralised Currency Securities being compulsorily redeemed. Such compulsory redemption may result in the collateralised currency securities being redeemed earlier than desired by the Security Holder and at short notice. In these circumstances, the Security Holder may suffer a loss if the cash value of the Collateralised Currency Securities is lower than it would otherwise have been if the investment had been redeemed on a day chosen by the Security Holder.

Reliance on Information

MS&CO use, and rely on, information obtained from various sources to undertake calculations in relation to the Currency Indices. MS&CO do not and will not independently verify the information extracted from those sources. There is no assurance that the information extracted by MS&CO from those souces will not contain inaccuracies. If such information is inaccurate and an investor relies on the information in making an investment decision, there is a risk that an investor could incur losses.

Currency Liquidity

Currencies and derivatives contracts on currencies may be difficult to buy or sell, particularly under adverse market conditions. This reduced liquidity on any Pricing Day would be likely to have an impact on the spot exchange rate of a Currency and therefore on the level of any related Currency Indices. This would have a corresponding effect on the Price of the relevant Collateralised Currency Securities and a Security Holder may suffer a loss as a result (see also Index Event and Hedging Disruption/Change of Law below).

Change of Currency Index

The Facility Agreement allows for a change in the Currency Index used to Price the Collateralised Currency Securities. MSIP and the Issuer may agree to use a different currency index provided that, amongst other things, Security Holders are given a minimum of 30 days' notice of the intended change. The change of the Currency Index used to price the Collateralised Currency Securities might impact the performance of such securities positively or negatively. As a result, investors might receive a different performance than originally expected and may lose some or all of their investment.

Currency

The Price of Collateralised Currency Securities will be calculated in the Relevant Currency, being either Euros, Sterling or US Dollars. To the extent that a Security Holder values Collateralised Currency Securities in another currency, that value may be affected by changes in the exchange rate between the Relevant Currency and that other currency. Adverse movements in the Relevant Currency against that other currency may negatively affect the return to Security Holders who sell their securities when the price of the Relevant Currency has decreased against that other currency since the time they purchased their Collateralised Currency Securities.

Trading Currency

The Issuer has applied for certain Collateralised Currency Securities to be admitted to trading on the London Stock Exchange in currencies other than the Relevant Currency. The Price of Collateralised Currency Securities will be calculated in the Relevant Currency, being either Euros, Sterling or US Dollars. To the extent that a Security Holder values Collateralised Currency Securities in another currency, that value may be affected by changes in the exchange rate between the Relevant Currency and that other currency.

Trading Collateralised Currency Securities in a currency other than the Relevant Currency will be at the risk of the Security Holder, as the Issuer only undertakes to pay any Redemption Amounts due to Security Holders in the currency in which the Collateralised Currency Securities are denominated. The Security Holder will, therefore, incur a loss if the Redemption Amount due in the Relevant Currency is less than it would be in the other currency that the Security Holder values their Collateralised Currency Securities (based on the exchange rate at that time). This risk may increase in times where there is increased volatility in the FX markets. In addition, this risk may be more acute when taking a short position against a particular Relevant Currency than when taking a long position against such Relevant Currency.

Tracking Error and Liquidity Risk

At any time, the price at which Collateralised Currency 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 Collateralised Currency Securities. The application and redemption procedures for Collateralised Currency Securities and the role of certain Authorised Participants as market-makers are intended to minimise this potential difference or "tracking error". However, the market price of Collateralised Currency Securities will be a function of (amongst other things) costs incurred by Authorised Participants in subscribing for and requiring Redemption of Collateralised Currency Securities (including any applicable Application Fees, Redemption Fees and taxes), supply and demand amongst investors wishing to buy and sell Collateralised Currency Securities and the resulting Bid/Offer Spread that market-makers are willing to quote for Collateralised Currency Securities.

The Issuer's ability to issue new Collateralised Currency Securities is subject to its ability to hedge its obligations under new Collateralised Currency Securities with corresponding Currency Transactions. Although MSIP has agreed to enter into Currency Transactions with an initial aggregate Volume of up to US$5,000,000,000 (subject to daily and class-specific limits), if demand for each of the Collateralised Currency Securities exceeds this amount and the Issuer is not able to create more Currency Transactions, or if the demand for issue of Collateralised Currency Securities exceeds the daily or the class-specific Volume limits, then Collateralised Currency Securities may trade at a premium to their underlying value (the Price). Investors who pay a premium risk losing the premium if demand for Collateralised Currency Securities reduces or if the Issuer is able to source more Currency Transactions. Collateralised Currency Securities could trade at a discount to the Price if the Issuer has received redemption requests in excess of the Redemption Limits (which are or include daily limits).

Perpetual Securities

The Collateralised Currency Securities are undated securities with no specific maturity and no expiry date. The Issuer is therefore not under an obligation to redeem Collateralised Currency Securities at the end of a pre-specified term. Generally, only Authorised Participants may require the Issuer to redeem Collateralised Currency Securities, by validly submitting a Redemption Form requiring redemption a Pricing Day. If there were no Authorised Participants on any particular Pricing Day, Security Holders would be able to require redemption by the Issuer of their Collateralised Currency Securities by validly submitting an Index Redemption Form on that Pricing Day. The only other circumstance in which the Issuer is required to redeem Collateralised Currency Securities is on a Compulsory Redemption. As a result, while there are Authorised Participants, and other than in a Compulsory Redemption, Security Holders are able to exit their investment only by selling their Collateralised Currency Securities in the secondary market. The price at which they may sell their Collateralised Currency Securities in the secondary market may not be the same as the Price which would be achieved on a redemption on the same day – see the risk factor on "Tracking Error and Liquidity Risk" above.

Redemption/Creation Notices for CNY Securities to be delivered by different Creation Notice Deadline

As described in Part 4 (Description of Collateralised Currency Securities) of this Prospectus, the delivery of an Index Creation Notice or a Redemption Form in respect of CNY Securities must have been received on the London Business Day immediately preceding a Pricing Day. This means that the Collateralised Currency Securities to which such Index Creation Notice or Redemption Form relates will normally be priced on the Pricing Day immediately following the London Business Day on which such notices are received. As a result of this, there is market risk on movements between the London Business Day on which an Index Creation Notice or Redemption Form is delivered and the Pricing Day for the relevant Collateralised Currency Securities. A Security Holder may suffer a loss if the price of the CNY Securities changes between the date on which the Index Creation Notice or Redemption Form is delivered and the Pricing Day.

Additional Closing Fee may increase in proportion to the increase in the number of Redemptions of CNY Securities

Additional Redemption Fees are payable on the Redemption of CNY Securities which are calculated by reference to the Additional Closing Fees incurred by the Issuer in connection with closing the corresponding Currency Transactions. The Additional Closing Fees payable by the Issuer to MSIP in respect of a Redemption of CNY Securities are linked to the bid/offer spreads in the non- deliverable currency forward markets (which are the prices at which non-deliverable currency forward contracts are offered for purchase and for sale in the market). Bid/Offer Spreads in the non-deliverable currency forward markets may widen if there is an increase in selling/trading activity in such markets. Accordingly, the Redemption Amount payable to a Security Holder in respect of a redemption of CNY Securities could be significantly reduced where the bid/offer spreads of the relevant non-deliverable currency forwards markets widen (as the difference between the price at which non-deliverable currency contracts are offered for purchase and for sale increases). This could result in a Security Holder getting less than they expected upon redemption of their Collateralised Currency Securities. If as a result of trading activity in the underlying currency market, a Security Holder seeks to require the Redemption of CNY Securities, that same trading activity may in itself cause bid/offer spreads to widen, so as to reduce the Redemption Amount payable to that Security Holder.

The Issuer may change the Additional Closing Fee or the Additional Redemption Fee at any time

The Issuer has the power, by supplemental agreement, instrument or deed, to amend the Conditions, the Trust Instrument, any Security Deed or amend or novate any of the Trustee Consent Documents if that amendment relates to an Additional Closing Fee or Additional Redemption Fee for example to make an amendment to the definitions of those terms or to change the basis on which Additional Closing Fees or Additional Redemption Fees may be incurred or become payable. Additional Redemption Fees (which are calculated by reference to Additional Closing Fees incurred by the Issuer in relation to the Currency Transactions) reduce the amount an investor in CNY Securities will obtain on Redemption of those Collateralised Currency Securities. As a result, any changes that the Issuer introduces which relate to Additional Redemption Fees or Additional Closing Fees may have a negative impact on the overall return available to an investor on Redemption of CNY Securities which could lead to a Security Holder making a loss.

Additional Closing Fees and Additional Redemption Fees are calculated by reference to the Price of securities on Rebalancing Dates for NDFs

The Additional Closing Fee in respect of the CNY Currency Transactions (and therefore the Additional Redemption Fee payable by the Security Holder) is calculated as at the Pricing Day on which the Redemption of the equivalent Currency Transactions (the CNY Transactions) is priced (**Redemption Date**). The fee is calculated by reference to the number of CNY Transactions being closed and therefore the corresponding number of underlying CNY Securities (as applicable) being Redeemed and (normally) the Price of those Collateralised Currency Securities as at the immediately preceding Rebalancing Date (**Relevant Rebalancing Date**) and not the Price of those Collateralised Currency Securities on the Redemption Date.

Where the Price of CNY Securities goes down between the Relevant Rebalancing Date and the Redemption Date, the Additional Closing Fee would be calculated against a number of CNY Currency Transactions which is greater than the number of CNY Securities being redeemed. This fee would be higher than if it were based on the Price of the Collateralised Currency Securities on the Redemption Date. This increase in the Additional Closing Fee would be passed on to the Security Holder Redeeming the relevant CNY Securities by way of the Additional Redemption Fee.

For example, an investor who buys CNY Securities on March 1st of any given year, and requests Redemption of such CNY Securities on 15th of March, would find that the Additional Closing Fee (and therefore the Additional Redemption Fee) could be calculated against a notional closing volume set by reference to the Price of those securities on 25th February of that year (which would normally be the Rebalancing Date immediately preceding 15th March). As a consequence of this, if the Price of CNY Securities on 26th February is the same as on 15th March the notional closing volume against which the Additional Closing Fee (and therefore the Additional Redemption Fee) is calculated would reflect the actual underlying volume of such CNY Securities. If the Price were to decrease in that period, however, the notional closing volume would be greater than the actual closing volume and therefore the Additional Closing Fee and Additional Redemption Fee would be calculated by reference to a higher notional closing volume than the actual closing volume.

As a result (given that the Additional Redemption Fee is deducted from the Redemption Amount), investors overall return from an investment in CNY Securities may be adversely affected as the Redemption Amount may be reduced.

Risk Factors Relating to the Behaviour of Currency Indices

Future performance of Currency Indices

The level of the Currency Index which a class of Collateralised Currency Security tracks may go down as well as up. Furthermore, the level of the Currency Index at any specific date may not reflect its prior performance or demonstrate its likely future performance. There can be no assurance as to the future performance of a Currency Index and reference sources for any of the rates or inputs used in a methodology for any Currency Index may be changed by an Index Sponsor. MS&CO may also replace a Developed Market Currency that has ceased to exist for any reason with its legal successor. MS&CO may adjust a methodology or its components to take account of the removal or replacement of a Developed Market Currency. Accordingly, before investing in the Collateralised Currency Securities, prospective investors should carefully consider whether an investment in Collateralised Currency Securities where the return is based on the performance of the Currency Index is suitable for them. In all cases an investor in Collateralised Currency Securities should carry out its own detailed review of the Currency Index. Given that the level of the Currency Indec which a class of Collateralised Currency Security tracks may go down as well as up, Security Holders may lose some or all of their investment.

Calculation of Daily Collateral Yield

Prior to 10 April 2017, the Daily Collateral Yield was calculated by reference to T-Bill, the Euro Overnight Index Average ("**EONIA**") or the Sterling Overnight Interest Average ("**SONIA**") subject to a zero percent floor being applied to these interest rates, so that the Daily Collateral Yield could not be negative. With effect on and from 10 April 2017 (the "**Amendment Date**"), the Index Sponsor removed the zero percent floor from the index calculation methodology for each of the Currency Indices. With effect from 1 January 2022, the Index Sponsor replaced EONIA in its index calculation methodology with an adjusted €STR, being €STR plus 8.5 basis points ("Adjusted €STR").

As a result on and from the Amendment Date, the Daily Currency Yield with respect to a Currency Index can be negative and the level of a Currency Index could fall, or could rise by less than it otherwise would have risen if the zero percent floor had remained. This risk arises with respect to Short Currency Indices as well as Long Currency Indices. It arises even for a Short Currency Index reflecting a short position on USD, Euros or GBP because, if T-Bill, Adjusted €STR or SONIA (respectively) is less than zero, this will reduce the Daily Collateral Yield and would make it negative. Security Holders may lose some or all of their investment as a result.

Adjustments to a Currency Index

The Manual gives the Index Sponsor a broad discretion to make modifications and adjustments to a Currency Index as are necessary to maintain such Currency Index as a tradeable benchmark. For example, the Currency Indices reference interest rates (such as €STR and SONIA). If the relevant interest rate ceases to be published or the Index Sponsor otherwise determines in accordance with the Manual that an alternative interest should be used, then the Index Sponsor may make adjustments to the Currency Index accordingly. Modifications and adjustments to a Currency Index may affect the level of that Currency Index and ultimately may reduce the value of Collateralised Currency Securities referencing that Currency Index, causing Security Holders to lose some or all of their investment.

Index Event and Hedging Disruption/Change of Law

Each class of Collateralised Currency Securities is priced by reference to a Currency Index. A Currency Index may become subject to disruption, including in the circumstances set out below. Any of these events could have an adverse impact on the value of the class of Collateralised Currency Security that is priced by reference to that Currency Index. A Currency Index may become subject to disruption, including (without limitation) on the occurrence of:

- adjustments to the underlying exchange rates upon which the Currency Index is based (e.g. a relevant Currency being discontinued or removed from circulation);

- events or conditions (including changes of law, regulation or tax) that (i) result in the reduction or removal of liquidity in any Currency that generally makes it impossible, illegal or impracticable for market participants, or hinders, disrupts or impairs them from (a) converting a Currency, (b) effecting currency transactions or obtaining market values in respect of such Currency, (c) obtaining a firm quote for an exchange rate in respect of such Currency, or (d) obtaining the relevant exchange rate by reference to the applicable price sources, or (ii) leads to or may lead to a currency peg regime (whereby the value of a currency is linked or 'pegged' to the value of another major currency);
- a declaration of a banking freeze or moratorium, suspension of payments by banks in the country of any Currency or the declaration of capital or currency controls;
- force majeure events specified by an Index Provider, as a result of which a Currency Index becomes unavailable;
- changes to the method of calculating the value of any Currency where (in the view of an Index Provider) the conventional market quotation value for that Currency no longer fairly represents the value of that Currency;
- an Index Provider concluding there is a material difference between a Currency exchange rate, as determined by the rate source specified for the relevant Currency Index and another market source;
- the Closing Level or a Currency Index being unavailable and/or unpublished on a relevant source or screen on any Pricing Day;
- the Closing Level or a Currency Index being (or a Currency Transaction Counterparty determining that it is) manifestly incorrect;
- a Currency Transaction Counterparty determining that it is unable to obtain, hold, modify or unwind a hedge position in relation to a Currency Transaction or realise, recover or remit the proceeds of any such hedge position;
- a change of law, tax or regulation which gives rise to a materially increased cost for a Currency Transaction Counterparty in performing its obligations in relation to any Currency Transaction,

(and including the occurrence of any "adjustment events" or "market disruption events" as defined in the MSFX^{SM} Indices Manual published by MS&CO (the "Manual") or the Hedging Disruption / Change of Law event as specified in the Master Confirmation Agreement (see Master Confirmation Agreement in Part 8 (Summary of Transaction Documents)).

If any such event or disruption occurs a Currency Transaction Counterparty may have the right to terminate the Currency Transaction relevant to that Currency Index and the Issuer may need to exercise its rights to initiate a Compulsory Redemption of some or all Collateralised Currency Securities of the relevant class. In these circumstances, the amount which a Security Holder may receive in respect of that Redemption may be lower than the amount they would otherwise have been entitled to on Redemption (see No Recourse Except to the Issuer and the Class Collateral Pool and Early Redemption of Collateralised Currency Securities below).

Counterparty and Service Providers

Index Calculations by MS&CO

The Issuer is not affiliated with MS&CO in any way (except for the licensing arrangements described in this Prospectus) and has no ability to control or predict its actions, including any errors in or discontinuation of disclosure regarding its methods or policies relating to the calculation of the Currency Indices. The policies of MS&CO concerning the calculation of the level of the Currency Indices could adversely affect the value of the Currency Indices and, therefore, the market value of the Collateralised Currency Securities.

Currency Transaction Counterparty Credit Risk and Default

Although Collateralised Currency Securities are secured by the applicable Class Collateral Pool, the value of such Collateralised Currency Securities and the ability of the Issuer to pay the Redemption Amount remains partly dependent on the receipt of amounts due from a Currency Transaction Counterparty under the ISDA Master Agreement and (if applicable) the Global Master Repurchase Agreement, and may be affected by the deterioration of the credit and/or a downgrade in the credit rating of such Currency Transaction Counterparty. Such deterioration/downgrade in the credit or credit rating of a Currency

Transaction Counterparty could cause some or all classes of Collateralised Currency Securities to trade at a discount to the Price and could result in a loss to Security Holders.

The rights of the Issuer against a Currency Transaction Counterparty under a Facility Agreement, the ISDA Master Agreement and (if applicable) the Global Master Repurchase Agreement will rank only as an unsecured claim against such Currency Transaction Counterparty. There can be no assurance that a Currency Transaction Counterparty will be able to fulfil its payment and/or delivery obligations under an ISDA Master Agreement and/or Global Master Repurchase Agreement.

Credit Risk on Custodian and Collateral Administrator

The Issuer will hold assets comprised in the Counterparty Collateral Pool relevant to its dealings with MSIP in the BONY Accounts, which together form the Relevant Issuer Account relevant to MSIP. Where the Issuer holds cash in any of these accounts, that cash will not be held on trust or as client money for the Issuer, but will comprise unsecured debt obligations of the Custodian and Collateral Administrator to the Issuer. In the event of the insolvency of the Custodian or Collateral Administrator, the Issuer would be an unsecured creditor in respect of any cash standing to its credit in the Relevant Issuer Account.

The Issuer is dependent on the Collateral Administrator to perform the Core Functions. If the Collateral Administrator does not do so, the Issuer may be unable to perform its obligations under the MSIP ISDA Master Agreement and the MSIP Global Master Repurchase Agreement or to perform its obligations to make payments in respect of Redemptions. Similarly, the Issuer is dependent on the Custodian performing its functions under the BONY Custody Agreement to be able to make payments in respect of Redemptions. If the Collateral Administrator fails to perform its Core Functions for a continuous period of 5 Repo Days, the obligations of the parties under the MSIP ISDA Master Agreement may be terminated on the payment of a final Daily Payment Amount in respect of each Currency Transaction at that time and may be accelerated under the MSIP Global Master Repurchase Agreement as at that point.

The Issuer has the power to initiate a Compulsory Redemption of some or all affected Collateralised Currency Securities in this situation. In this eventuality, the amount which a Security Holder may receive in respect of that Redemption may be lower than the Redemption Amount (see No Recourse Except to the Issuer and the Class Collateral Pool below).

Further, in the Security Deed relating to the Counterparty Collateral Pool relating to MSIP, the Issuer will grant an assignment by way of security over its rights under the Assigned Agreements, including its rights under the Custody Agreement and the Collateral Administration Agreement, and will grant security over assets in the Custody Account and the Collateral Receiver Account. Eligible Collateral in the form of securities held by BONY (as Custodian and Collateral Administrator) may be held by BONY with sub-custodians in various jurisdictions pursuant to separate agreements. BONY will not be responsible for the acts, omissions, insolvency or dissolution of a sub-custodian and no separate security is taken over BONY's interests under these sub-custody arrangements. As a result the insolvency of BONY or of any sub-custodian may affect the effectiveness of the security arrangements and therefore the ability of the Issuer to meet its obligations under the Collateralised Currency Securities. In these circumstances, a Security Holder may suffer a loss as they will not be able to realise the full value of their Collateralised Currency Securities.

Realisation of Eligible Collateral by the Issuer

If a Currency Transaction Counterparty defaults on its obligation to repurchase equivalent Eligible Collateral pursuant to a Global Master Repurchase Agreement, the Issuer may exercise its rights under the relevant Global Master Repurchase Agreement to realise such Eligible Collateral. The Eligible Collateral may not be of sufficient value to cover all Redemption Amounts payable to Security Holders because (i) the Issuer may not be able to realise all or some of the Eligible Collateral at the prices they were valued (ii) all or part of the Eligible Collateral may be denominated in a different currency to certain Redemption Amounts or Relevant Repo Amounts or (iii) there may be additional costs associated with the realisation of the Eligible Collateral. In addition there can be no certainty as to the timeliness of any such realisation.

Under the terms of the Custody Agreement, the Custodian may utilise sub-custodians in various jurisdictions in connection with the custody of the Eligible Collateral. In the event that the Issuer exercises its rights under the relevant Global Master Repurchase Agreement to realise such Eligible Collateral and the Eligible Collateral is held with such sub-custodians as arranged by the Custodian, realisation of the Eligible Collateral may take longer 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 Custodian or any sub-custodian) following default by a Currency Transaction Counterparty are not sufficient to fully cover the Issuer's payment obligations to Security Holders then a Security Holder may incur a significant loss.

Characterisation of the Security

In each Security Deed the Issuer will grant security over the relevant Counterparty Collateral Pool governed by English law which is expressed to take effect as fixed security. A court, however, may hold that such security constitutes floating security. To the extent English law were applicable, in these circumstances any preferential creditors and liquidation or administration expenses in respect of the Issuer would be payable in priority of the beneficiaries under the Priority Waterfall. In such circumstances, this could reduce the amount available under each Class Collateral Pool to make payments to Security Holders who may suffer a loss as a result.

The Issuer will take the following steps to perfect the security granted under the Security Deed relating to the Counterparty Collateral Pool relating to MSIP: (a) the Issuer will notify BONY of the security so granted in writing; (b) the Issuer, BONY, MSIP and the Security Trustee will enter into an agreement restricting BONY's ability to make cash payments from the Custody Account or the Collateral Receiver Account in circumstances inconsistent with the Issuer's covenants under clause 25 of the Security Deed; (c) the Issuer's grant of the security interest is to be expressly acknowledged in the Custody Agreement and the Collateral Administration Agreement with provision made under those contracts for BONY to act on the instructions of the Security 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 a Counterparty Collateral Pool may be deemed to be located. In the event that it becomes necessary to enforce the security created by the Security Deed in a jurisdiction that does not recognise the security granted by the Security Deed (or in which it has not been perfected), there may be delays in enforcing the security or it may not be possible to enforce such security. This could result in losses to Security Holders.

Trustee

In connection with the exercise of its function, the Trustee will have regard to the interests of the Collateralised Currency Security Holders as a whole and will not have regard to the consequences of such exercise for individual Collateralised Currency Security Holders and the Trustee will not be entitled to require, nor will any Collateralised Currency Security Holder be entitled to claim, from the Issuer any indemnification or payment in respect of any tax consequence of any such exercise upon individual Collateralised Currency Security Holders.

No Guarantee

No member of the Morgan Stanley Group or any other person has guaranteed the performance of the Issuer's obligations, and no Security Holder has any direct rights of enforcement against any such person. There can be no assurance that any Currency Transaction Counterparty will be able to fulfil its payment obligations under the relevant Currency Transactions, Facility Agreement, ISDA Master Agreement, Global Master Repurchase Agreement or Collateral Administration Agreement. If any Currency Transaction Counterparty were unable to fulfil such payment obligation, the Issuer may not be able to fully meet its obligations to the Security Holders; this could have an adverse impact on the value of the Collateralised Currency Securities and Security Holders could suffer a loss as a result. However the Security Trustee on behalf of the Security Holders may in the circumstances specified in the Security Deed enforce the rights of the Issuer under the Currency Transactions, the ISDA Master Agreement, the Facility Agreement, the Global Master Repurchase Agreement and the Collateral Administration Agreement.Activities of Currency Transaction Counterparties and Authorised Participants

A Currency Transaction Counterparty and any of its affiliates may be an active trader in the currency markets. These trading activities may present a conflict between the interests of holders of the Collateralised Currency Securities and the interests that a Currency Transaction Counterparty and its 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 a Currency Index, could be adverse to the interests of the holders of the Collateralised Currency Securities of such class. Moreover, Currency Transaction Counterparties and/or their respective affiliates have or may have published and in the future would be expected to publish research reports with respect to some or all of the Currency Indices. 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 Collateralised Currency Securities and currencies generally.

The research should not be viewed as a recommendation or endorsement of the Collateralised Currency Securities in any way and investors must make their own independent investigation of the merits of this investment. Any of these activities of a Currency Transaction Counterparty or its affiliates may affect the value of the Currency Indices and, therefore, the market value of the Collateralised Currency Securities. In addition, the Authorised Participants or their Affiliates also trade in various sectors of the currency 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 Collateralised Currency Securities and could result in a loss to Security Holders.

Conflict of Interest

As at the date of this Prospectus, MSIP is the sole Currency Transaction Counterparty and the Currency Indices are published and calculated by MS&CO. MS&CO calculates and publishes the Currency Indices in accordance with the Manual. The Manual, however, allows MS&CO some discretion as to how such calculations are made. In particular, MS&CO has discretion in selecting from the potential methods of how to calculate the Currency Indices in the event the regular means of determining the value of the exchange rate of the relevant Currency Index is unavailable at the time such determination is scheduled to take place. MS&CO has even more discretion in the case of a force majeure event relating to a Currency Index. Determinations made by MS&CO may, therefore, affect the value of certain Currency Indices and therefore the Price of the relevant Collateralised Currency Securities. Since determinations made by MS&CO may affect the level of the Daily Payment Amounts payable by MSIP under the Currency Transactions, a potential conflict of interest may exist between MS&CO and MSIP. This potential conflict of interest could lead to Security Holders incurring a loss if MS&CO exercise their discretion in a way that, whilst beneficial to MS&CO or MSIP, would lead to a reduction in the value of a particular class or classes of Collateralised Currency Securities and would therefore be detrimental to Security Holders.

Legal Risks

No Recourse Except to the Issuer and the Class Collateral Pool

Collateralised Currency Securities will be obligations solely of the Issuer. In particular, Collateralised Currency Securities will not be obligations or responsibilities of, or guaranteed by, the Trustee, the Security Trustee, the Registrar, any member of the Morgan Stanley Group, any direct or indirect shareholder of the Issuer or any of the Authorised Participants. The Issuer is a special purpose vehicle established for the purpose of issuing exchange traded currency securities and has no assets other than those attributable to the Collateralised Currency Securities. The amounts that a Security Holder could receive following a claim against the Issuer are limited to the proceeds of realisation of the secured property applicable to such Security Holder's class of Collateralised Currency Securities and as the Issuer is a special purpose vehicle formed only for the purpose of issuing the Collateralised Currency Securities, the Issuer would have no further assets against which the Security Holder could claim. In the event that the proceeds of realisation of the secured property is insufficient to cover the amount payable to the Security Holder, the Security Holder would suffer a loss.

None of the Security Holders or any person acting on behalf of any of them may, at any time, bring, institute or join with any other person in bringing, instituting or joining insolvency, administration, bankruptcy, winding-up or any other similar proceedings in relation to the Issuer. There is also the risk that the Issuer may become subject to claims or other liabilities (whether or not in respect of the Collateralised Currency Securities) which are not themselves subject to limited recourse or non petition limitations.

If the net proceeds of realisation of the Class Collateral Pool, following enforcement of the relevant Security Deed (and the payment of all prior ranking claims), are less than the aggregate amount payable in such circumstances by the Issuer in respect of Collateralised Currency Securities of that class, the obligations of the Issuer in respect of such Collateralised Currency Securities will be limited to the net proceeds of realisation of that Class Collateral Pool. In such circumstances the assets (if any) of the Issuer attributable to other Counterparty Collateral Pools 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.

All monies received by the Security Trustee on the realisation of the security constituted by any Security Deed over a Counterparty Collateral Pool will be applied by the Security Trustee in accordance with the order of priority known as the "Priority Waterfall". Security Holders rank below the Trustee, the Security Trustee and the relevant Currency Transaction Counterparty (in respect of its claims under the Relevant ISDA Master Agreement, the Relevant Global Master Repurchase Agreement and the Relevant Facility Agreement) in such Priority Waterfall. In addition, a Relevant Issuer Account may be subject to the prior lien of a Custodian or Collateral Administrator. Accordingly, if the Issuer owes the Trustee, the Security Trustee, the Custodian, the Collateral Administrator and/or the relevant Currency Transaction Counterparty amounts that are not contemplated in the ordinary course, this may result in a shortfall in a Class Counterparty Pool and adversely affect the ability of the Issuer to pay the Redemption Amount in full to Security Holders who may suffer a loss as a result.

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 Security Trustee shall enforce the security constituted by one or more Security Deeds on behalf of a Security Holder only if it is directed to do so by the Trustee or a Currency Transaction Counterparty in the circumstances set out below and indemnified. The Trustee shall instruct the Security Trustee to enforce only if:

(a) a "Defaulted Obligation" whereby the Issuer has failed to make or procure any payment in respect of the Redemption of any Collateralised Currency Securities, (other than where the Issuer is subject to an issuer insolvency event (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) according to the provisions of this Prospectus or a Counterparty is subject to an "Event of Default" under the relevant ISDA Master Agreement to which it is party and which is continuing for such class has occurred and is continuing at such time) has occurred and is continuing and if so directed in writing by Security Holders of the impacted classes holding not less than 10 per cent. by Principal Amount (as at the date of receipt by the Trustee of the latest written notice) of Collateralised Currency Securities of such impacted classes;

(b) a Counterparty is subject to an "Event of Default" under the relevant ISDA Master Agreement to which it is party and as a result any Redemption Notice in respect of Collateralised Currency Securities of any class issued on any of 30 continuous Pricing Days would have been invalid pursuant to Condition 6.8(g) or 6.17(c) or the Issuer has suspended Redemptions in relation to such class for a period of 30 Pricing Days, and if so directed in writing by Security Holders of the impacted classes holding not less than 25 per cent. by Principal Amount (as at the date of receipt by the Trustee of the latest written notice) of Collateralised Currency Securities of those impacted classes;

(c) an Issuer insolvency event (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) has occurred and is continuing and shall if so directed in writing by Security Holders holding not less than 25 per cent. by Principal Amount (as at the date of receipt by the Trustee of the written notice) of all the Collateralised Currency Securities of all the classes then outstanding,

in each case subject to the Trustee being indemnified and/or secured and/or pre-funded to its satisfaction.

Each Currency Transaction Counterparty has an independent right to require the Security Trustee to enforce the security constituted by the Security Deed applicable to such Currency Transaction Counterparty where a CTC Enforcement Event has occurred and is continuing. There is no obligation on the Currency Transaction Counterparty to take account of the interests of Security Holders when exercising such right, who could suffer losses as a result.

Realisation of the Security by the Security Trustee

When the Security Trustee realises all or part of the security over any Gross Class Collateral Pool for any class of Collateralised Currency Securities, the amount realised may be insufficient to cover the Issuer's obligations to pay the relevant Compulsory Redemption Amount after having paid all prior ranking claims in the Priority Waterfall and as a result Security Holders may receive and be entitled to receive less than that Compulsory Redemption Amount (see No Recourse Except to the Issuer and the Class Collateral Pool above).

Further, the process of realisation could, in some circumstances, take a substantial period of time and Security Holders may receive and be entitled to receive the Compulsory Redemption Amount (or such lesser amount to which they are entitled as a result of the limited recourse nature of the Collateralised Currency Securities) only at the end of that substantial period. Factors which may affect the level of recovery or realisation by a Security Trustee include (but are not limited to):

- **Currency conversion risk**. Assets may be realised in a variety of currencies which do not match the Relevant Currency, in particular because (a) where an ISDA Master Agreement is terminated on the occurrence of an Event of Default, the Early Termination Amount determined under that agreement will be payable in one currency only (and in the case of the MSIP ISDA Master Agreement, this currency is US Dollars); (b) where the obligations under a Global Master Repurchase Agreement are accelerated on the occurrence of an Event of Default, the resulting net payment obligation is payable in one currency only (and in the case of the MSIP Global Master Repurchase Agreement, this currency is US Dollars); (c) the amounts payable under other agreements (such as Facility Agreements) may be payable in particular currencies; and (d) the assets comprising Eligible Collateral in any Gross Class Collateral Pool may be denominated in a variety of currencies, including but not limited to, the Relevant Currencies.
- **Liquidation Risk**. The Security Trustee may not be able to realise Eligible Collateral assets at the prices they were valued when they were delivered, because of movements in market prices, liquidity and other factors in the markets for those Eligible Collateral assets.
- **Market Risk and timing of enforcement action**. Enforcement action may take place after the effective date of termination and close-out of an ISDA Master Agreement or after the date on which an Event of Default occurs under the Global Master Repurchase Agreement. As a result the value of Eligible Collateral (and of any relevant currency exchange rate) may be subject to market movement between such date(s) and the date of realisation. The Issuer may agree with a Currency Transaction Counterparty that Eligible Collateral should be provided to a value which, on the day it is provided, is higher by a proportion (the haircut) than the value of the obligations to which it relates, but there is no guarantee that any such haircut would be sufficient to address market movements in all situations.
- **Default by Currency Transaction Counterparty or Collateral Administrator**. A Currency Transaction Counterparty and/or Collateral Administrator may be in breach of all or any of its obligations under any agreement to which it is a party, including obligations to make payments to or deliver assets to the Issuer.
- **Prior claims**. The assets comprising any Gross Class Collateral Pool may be subject to prior claims of any prior secured party (and the Custody Agreement and Collateral Administration Agreement provide for liens in favour of the Custodian and Collateral Administrator over the Custody Account and the Collateral Receiver Account which would take effect prior to the security constituted by the Security Deed) (see Security is subject to the Priority Waterfall above).
- **Calculations**: The Security Trustee and the Trustee, in the first instance, is dependent on the Issuer to perform the calculation referred to in Condition 13.5. However, if the Issuer is insolvent it may not be in a position to do so and if the Issuer does not perform the calculation, the Security Trustee and the Trustee may perform such calculation or engage an Investment Advisor to do so. If within 5 days of the realisation of the relevant assets neither the Issuer nor an Investment Advisor has made that calculation then the Security Trustee may distribute on such basis as it considers (in its absolute discretion) to be a pro rata basis without liability to Security Holders.

Ability to enforce, and manner of enforcement of the security by the Security Trustee

In certain circumstances, it may be possible for the Issuer to apply to the English courts to be placed in administration, or for a stay of enforcement against it. If this occurs, this may affect the ability of the Security Trustee to enforce the security, or the manner of its enforcement. Accordingly, this may adversely affect the Security Trustee's ability to recover or level of realisation of the security. As a result, the amount which a Security Holder may receive on a Compulsory Redemption may be reduced (as a result of the limited recourse nature of the Collateralised Currency Securities).

European Market Infrastructure Regulations (EMIR)

EU Regulation No 648/2012 on OTC derivatives (as amended) (known as the "**European Market Infrastructure Regulation**" or "**EMIR**") introduced new reporting, central clearing and risk mitigation requirements in respect of derivatives transactions where one or both of the parties is established in the EU. EMIR has been onshored into domestic UK law by the Withdrawal Acts, as "**UK EMIR**", which imposes the same types of obligation where one or both of the parties is established in the UK. The Issuer, is a non-EU entity and is not directly subject to EMIR. However, where the Issuer enters into OTC derivative contracts with a counterparty which is subject to EMIR or UK EMIR (such as MSIP), that counterparty may require the Issuer, as a term of doing business, to comply with certain of EMIR's central clearing, collateral or other risk mitigation requirements. Additionally, that counterparty may incur additional costs in respect of the OTC derivative (or in hedging its position) and may seek to pass those additional costs on to the Issuer. As a result, the Issuer may incur additional costs in conducting such business. There is a risk that some or all of these costs could be passed through to Security Holders, for example, through changes to the Management Fee and/or Daily Spread (and therefore negatively impact the Price of the Collateralised Currency Securities), or may otherwise affect the Issuer's ability to make payments under Collateralised Currency Securities.

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 or (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, such as agreements relating to swaps, currency forwards and other derivatives as well as repurchase agreements and securities lending agreements ("**qualified financial contracts**"), 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 qualified financial contracts to another financial institution that is not in an insolvency proceeding.

The Issuer believes that the Currency Transaction Counterparty is a Covered Entity and that the following agreements (the "**Affected Agreements**") to which it is a party would be qualified financial contracts to which the U.S. SRR Provisions may apply: the MSIP Facility Agreement, the Master Confirmation Agreement, the MSIP ISDA Master Agreement and the Currency Transactions under it, the MSIP GMRA and the Repos under it.

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 U.S.A.) 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 complied with by 1 July 2019.

The Affected Agreements are governed by English law and accordingly the Currency Transaction Counterparty is required to (and has agreed to) amendments to them with the Issuer to include such provisions, without which it would have been unable to continue to create Currency Transactions or to continue to act as Currency Transaction Counterparty. 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 and agreed bilateral amendments with the Currency Transaction Counterparty on 27 July 2022.

Implementation of these requirements may increase credit, close-out and other risks in respect of the Collateralised Currency 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 MSIP and where the U.S. SRR powers or required contractual provisions are exercised, Security Holders may incur losses because during this period:

(a) Security Holders would be unable to Redeem their Collateralised Currency Securities and so would not be able to realise their investment at a time and value of their choosing;

(b) the Issuer would be prevented from giving notice to MSIP of a Compulsory Closing Date under the MSIP Facility Agreement (so that the Currency Transactions would continue to be exposed to fluctuations in their Currency Indices) which, if all Currency Securities of a particular class are to be Redeemed, could prevent the Issuer from redeeming such Currency Securities which could delay a Security Holder realising their investment;

(c) the Issuer would be prevented from closing out the MSIP GMRA, so that the Repos would not be terminated (and, under the Repos, the Issuer may be required to transfer Eligible Collateral to MSIP) which could result in the Issuer having insufficient security to cover losses suffered following default by the Currency Transaction Counterparty and the Issuer may not be able to return the full Redemption Amount to investors who may suffer a loss as a result; and

(d) the assets in any Class Collateral Pool may be reduced, so that Security Holders (for the corresponding class) would receive less than the Price of their Collateralised Currency Securities on a subsequent Redemption or Compulsory Redemption.

Recognition of Security in other Jurisdictions

The laws of certain jurisdictions may affect some or all of the assets comprising a Counterparty Collateral 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. Security Holders might therefore suffer a loss as a result.

Tax consequences of an investment in the Collateralised Currency Securities

The tax consequences for each investor in the Collateralised Currency Securities can be different (e.g. depending on factors like the type and location of an investor or the class of Collateralised Currency Securities) and therefore investors are advised to consult with their tax advisers as to their specific consequences. Investors may therefore have to pay more tax in order to buy, sell, subscribe for or redeem their Collateralised Currency Securities.

Taxation and no gross up

Each Security Holder will assume and be solely responsible for any and all taxes of any jurisdiction or governmental or regulatory authority, including, without limitation, any state or local taxes or other like assessment or charges that may be applicable to any payment to it in respect of the Collateralised Currency Securities. In the event that any withholding tax or deduction for tax is imposed on payments on the Collateralised Currency Securities, the Security Holders will be subject to such tax or deduction and will not be entitled to receive amounts to compensate for such withholding or deduction. This could lead to Security Holders receiving less than they were expecting on a redemption of Collateralised Currency Securities.

Risk of regulatory intervention

Government or regulatory intervention in the financial markets could result in the Issuer being unable to enter into, or maintain, Currency Transactions in relation to any class of Collateralised Currency Securities.

If it becomes illegal or contrary to any regulatory obligation or standard applicable to the Issuer or a Currency Transaction Counterparty on any day to perform its obligations under a Currency Transaction of any class:

- the Issuer may be restricted or prevented from entering into or redeeming Currency Transactions of the class corresponding to that Currency Index and as a result may be unable to issue or redeem Collateralised Currency Securities of that class; and
- some or all of the Collateralised Currency Securities of the corresponding class may as a result become subject to Compulsory Redemption.

As a result, a Security Holder may become restricted in its ability or unable to: (a) require the Issuer to redeem their Collateralised Currency Securities or (b) sell their Collateralised Currency Securities in the secondary markets. As a result, this could limit a Security Holder's ability to exit its investment in Collateralised Currency Securities, other than under a Compulsory Redemption. In these circumstances, the Security Holder may suffer a loss if the cash value of the Collateralised Currency 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 Compulsory Redemption. Compulsory Redemption could also lead to a Security Holder incurring a tax charge that it would otherwise not be subject to. In addition, an investment in Collateralised Currency Securities may become subject to a Compulsory Redemption earlier than desired by a Security Holder and if the value of the Collateralised Currency Securities redeemed is lower than when they were purchased by the Security Holder, the Security Holder could suffer a loss.

The Regulation of Benchmarks

The Currency Indices and some of their component indices, including the Sterling Overnight Interest Average ("**SONIA**") and the Euro Short-Term Rate **(**"**€STR**"), and other foreign exchange, interest rate and other indices and benchmarks are the subject of ongoing national and international regulatory reform. Following any such reform, affected benchmarks may perform differently, be subject to modifications in their methodology or cease to be made available altogether; or there could be other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Collaterlised Currency Securities which are linked to any such benchmark.

In particular, the EU Benchmark Regulation (EU/2016/1011) (as amended) (the "**BMR**") entered into force in June 2016 and became applicable within the EU in January 2018. It imposes a range of requirements and restrictions on "administrators", "users" and "contributors" to "benchmarks" within its scope. Many of those requirements are subject to a range of transitional provisions (under article 51 of the BMR) so that the full impact of the BMR may not be fully realised until those transitional provisions expire. In respect of critical benchmarks (which include SONIA), some of the transitional provisions (unless extended) have been set to expire on 31 December 2025. Further, the BMR is currently under review by the European Commission. There is a risk, therefore that the BMR may affect benchmarks to which Collaterlised Currency Securities are linked.

The BMR was onshored into domestic UK law by the European Union (Wtithdrawal) Act 2018 and the European Union (Withdrawal) Act 2020 (the "**Withdrawal Acts**") with effect from 1 January 2021, the "UK BMR". The Financial Services Act 2021 amended the UK BMR and granted powers to the UK Financial Conduct Authority ("**FCA**") to take action in respect of critical benchmarks. These include powers (in specific circumstances) to prohibit certain types of person from using a critical benchmark; to require modifications or variations to a critical benchmark, and to require changes to a critical benchmark's rules or methodology, or the manner in which it determined or assessed.

The Financial Services Act 2021 also extended some transitional provisions under UK BMR, so that they are now set to expire on 31 December 2025.

The impact of these reforms, and of the FCA's exercise of its new powers, is impossible to predict. They may, however, affect the level and performance of Currency Indices (which are determined by referoece to various benchmarks), and, therefore, affect the value of Collateralised Currency Securities.

Change of Law

The Conditions of the Collateralised Currency Securities are expressed to be governed by Jersey law. No assurance can be given as to the impact that any possible judicial decision or change to Jersey law or administrative practice after the date of issue of the Collateralised Currency Securities. Any such change could materially adversely impact the Security Holders and/or the Collateralised Currency Securities.

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 to the Programme 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 a Currency Transaction Counterparty to continue to carry on their functions in the manner currently contemplated including a risk that the future regulation of the derivatives market may result in increased hedging costs for the Currency Transaction Counterparty or limits on the extent of its 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 Collateralised Currency Securities (such as reductions in the Creation Limits and the Redemption Limits) and/or an increase in payments or collateral due to the Currency Transaction Counterparty to meets its hedging costs and/or the inability to apply for and Redeem Collateralised Currency Securities and/or Compulsory Redemption of some or all of the Collateralised Currency Securities and/or disruption to the pricing thereof.

As at the date of this Prospectus, the future legal and regulatory environment applicable to the Programme and to investors remains unclear and this may have adverse and/or unforeseeable consequences.

Meetings of Security Holders

Meetings of Security Holders, resolutions, modification, waivers and substitution

Meetings of a class of Security Holders may be convened to consider any matter affecting their interests. These provisions permit specified majorities of such Security Holders attending or represented at any such meeting to pass resolutions binding all Security Holders of such class of Collateralised Currency Securities, including Security Holders who did not attend or vote at such meeting, or who voted against the passing of such resolutions. A Security Holder will, therefore, be bound by resolutions that may be passed that affect that class of Collateralised Currency Security and which may be adverse to such Security Holder's interests (whether such Security Holder attended and voted against those changes or not).

FREQUENTLY ASKED QUESTIONS

This section is intended to answer some of the questions which a prospective investor may have when considering an investment in Collateralised Currency 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 Collateralised Currency Securities should only be made after careful consideration of this Prospectus in its entirety.

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

What are Collateralised Currency Securities?

Collateralised Currency Securities are secured, undated, limited recourse debt securities issued by WisdomTree Foreign Exchange Limited (the Issuer), a Jersey company established as a special purpose vehicle for the purpose of issuing the Collateralised Currency Securities and entering into related transactions. The Issuer is currently making available for issue 198 types of Collateralised Currency Securities. The Collateralised Currency Securities have been designed to enable investors to gain long, short or leveraged exposure to foreign exchange rate movements without needing to open foreign currency bank accounts or to trade in spot contracts or futures or other derivative contracts, and to enable investors to buy and sell the exposure through the trading of a security on a stock exchange.

How do Collateralised Currency Securities provide long, short or leveraged exposure to foreign exchange rate movements?

Collateralised Currency Securities provide long, short or leveraged exposure to foreign exchange rate movements by tracking Currency Indices.

How does the Issuer back its long, short or leveraged exposure to foreign exchange rate movements?

Each class of Collateralised Currency Security is linked to a corresponding Currency Transaction of the same class entered into with a Currency Transaction Counterparty under the terms of a Facility Agreement and an ISDA Master Agreement. Under the Facility Agreement and ISDA Master Agreement, whenever Collateralised Currency Securities of a class are issued or redeemed the Issuer will increase or decrease the amount of Currency Transactions of such class by a corresponding amount.

The Currency Transactions of each class are unfunded transactions meaning that the Issuer retains the issue proceeds of that class of Collateralised Currency Security and does not need to make any initial upfront payment to the Currency Transaction Counterparty for entering into the Currency Transactions. Each class of Currency Transaction will provide the Issuer with exposure to the performance of the relevant Currency Index (less fees and expenses) for an amount equivalent to the payments under the outstanding Currency Transactions of such class. A payment will be made between the Issuer and the Currency Transaction Counterparty on each pricing day to reflect the performance of the relevant Currency Index since the preceding pricing day. That payment will be made by the Currency Transaction Counterparty to the Issuer in the event the index performance is positive (after fees and expenses) or by the Issuer to the Currency Transaction Counterparty in the event the index performance is negative (after fees and expenses).

The Issuer will use the issue proceeds it receives upon creation of Collateralised Currency Securities and payments it receives under Currency Transactions to enter into daily repurchase transactions with the Currency Transaction Counterparty as described under "What are the Daily Repurchase Transactions?" below.

What is the Price?

The Price of a particular class of Collateralised Currency 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 its investment?). The Price reflects the performance of the relevant Currency Index and is also reduced by the fees deductible in respect of that class of Collateralised Currency Security with respect to each day.

When will the Price of a Collateralised Currency Security be published?

The Price for a particular pricing day will be published on the Issuer's Website on the next Business Day.

Who is the Currency Transaction Counterparty?

As at the date of this Prospectus Morgan Stanley & Co. International plc is the sole Currency Transaction Counterparty under the Programme.

What are the Currency Indices?

The Currency Indices are designed as tradable benchmarks for daily foreign exchange rate performance between currency pairs and reflect the performance of one currency against another currency.

The Currency Indices are denominated in either US Dollars, Euros or GBP and, in each case, will be denominated in the same currency as the corresponding class of Collateralised Currency Securities.

The Currency Indices are total return indices which means that they also provide a yield designed to replicate the risk free rate of interest (be that positive or negative) of the currency of denomination by reference to the One-Month T-Bill rate for Currency Indices denominated in US Dollars, the Euro Short-Term Rate (€STR) for Currency Indices denominated in Euros or the Sterling Overnight Interbank Average Rate (SONIA) for Currency Indices denominated in GBP.

What is a currency pair?

A Currency Index will track the daily foreign exchange rate performance of the currency in which such Currency Index is denominated (either US Dollars, Euros or GBP) against another currency, on either a long or a short basis. Such foreign exchange rate relationship between two currencies is known as a 'currency pair'. As an example, where someone is long the EUR/USD currency pair then they would expect to make money where the rate of exchange between EUR and USD rises (i.e. EUR rises against USD) and they would lose money where the rate of exchange between EUR and USD falls (i.e. EUR falls against USD). If someone was short the EUR/USD currency pair then they would expect to make money where the rate of exchange between EUR and USD falls and they would lose money where the rate of exchange between EUR and USD rises.

What are the developed market currency pairs and the emerging market currency pairs?

The Currency Indices may track developed market currency pairs or emerging market currency pairs.

A developed market currency pair tracks the performance between the currency in which such Currency Index is denominated (either US Dollars, Euros or GBP) against either (i) the Euro on a long or short basis or (ii) the currency of one of the following developed market countries on a long or short basis: Australia (AUD), Canada (CAD), Switzerland (CHF), United Kingdom (GBP), Japan (JPY), Norway (NOK), New Zealand (NZD), Sweden (SEK) or the United States (USD).

An emerging market currency pair tracks the performance between the currency in which such Currency Index is denominated (either US Dollars, Euros or GBP) against the currency of one of the following emerging market countries on a long or short basis: Brazil (BRL), the Republic of China (CNY), the Czech Republic (CZK), the Republic of Hungary (HUF), Israel (ILS), United Mexican States (MXN), the Republic of Singapore (SGD) or the Republic of South Africa (ZAR).

How do the Currency Indices provide exposure to foreign exchange rate performance?

The Currency Indices obtain exposure to foreign exchange rate performance by tracking currency forward contracts. A currency forward contract is an agreement between two parties to exchange a specific amount of a particular currency (Currency X) into a different currency (Currency Y) at a future date. Most currency forward contracts are deliverable meaning that on maturity they provide for the physical delivery of currency (i.e. receipt of Currency Y in exchange for Currency X). For this reason the Currency Indices will track a position in currency forward contracts which rolls on a daily basis, to maintain a constant position and to prevent the position in such currency forward contracts from maturing.

By tracking currency forward contract positions which are rolled on a daily basis, the Currency Indices will obtain exposure to the movement in the exchange rate for that currency pair on such day and will also receive a return which reflects the difference in the interbank benchmark interest rate for the two currencies comprised within such pair.

Currently the government of China and Brazil restrict foreign parties from owning or trading their currencies for speculative purposes and so a market in products known as non-deliverable forwards (NDFs) has developed which allows parties to enter into currency forwards which are set at an exchange rate for the restricted currency sometime in the future and which provide for receipt of a US Dollar return on the position in such restricted currency. Accordingly for Currency Indices which track CNY/USD, or BRL/USD currency pairs, the relevant Currency Indices will replicate a return from holding a constant position in the relevant NDF by rolling the NDF every two months (for CNY) or monthly (for BRL).

What return will an investor receive from a Long Currency Index?

To provide an example, the WisdomTree Long EUR Short USD class of Collateralised Currency Security will provide a long EUR/USD exposure by tracking the Long Euro Index (TR) before fees and expenses. In turn the Long Euro Index (TR) will reflect the daily rolling of a long position in a EUR/USD Forward which provides the following:-

- The value of the Currency Index will increase and on a particular day (Day T) where EUR increases in value relative to USD and the value of the Currency Index will decrease in value on a particular day where EUR decreases in value relative to USD. In each case the increase or decrease is calculated by applying a change in the exchange rate between Day T and the preceding business day (Day T-1) to a notional exposure, that is calculated by reference to the closing level of the relevant Currency Index on the business day immediately before Day T-1, i.e. as at Day T-2.
- The value of the Currency Index will also be impacted positively or negatively by the spot next ask prices referenced in the methodology as applicable to the relevant class as set out in the Manual.
- Because the Long Euro Index (TR) is a total return index (see "What are the Currency Indices" above) it will also provide an interest rate which references the One-Month T-Bill rate.

What return will an investor receive from a Short Currency Index?

To provide an example, the WisdomTree Short EUR Long USD class of Collateralised Currency Security will provide a short EUR/USD exposure by tracking the Short Euro Index (TR) before fees and expenses. In turn the Short Euro Index (TR) will reflect the daily rolling of a short position in a EUR/USD Forward which provides the following:-

- The value of the Currency Index will increase on a particular day (Day T) where EUR decreases in value relative to USD or the value of the Currency Index will decrease on a particular day where EUR increases in value relative to USD. In each case the increase or decrease is calculated by applying a change in the exchange rate between Day T and the preceding business day (Day T-1) to a notional exposure, that is calculated by reference to the closing level of the relevant Currency Index on the business day immediately before Day T-1, i.e. as at Day T-2.
- The value of the Currency Index will also be impacted positively or negatively by the spot next ask prices referenced in the methodology as applicable to the relevant class as set out in the Manual.
- Because the Short Euro Index (TR) is a total return index (see "What are the Currency Indices" above) it will also provide an interest rate which references the One-Month T-Bill rate.

What return will an investor receive from a Leveraged Currency Index?

The Leveraged Currency Indices provide a leveraged exposure of either two times long (2x), two times short (-2x), three times long (3x), three times short (-3x), five times long (5x) or five times short (-5x) to the return on rolling currency forward contract positions. However the Leveraged Currency Indices will provide the same yield as a corresponding Long Currency Index or Short Currency Index (see "What are the Currency Indices" above).

Accordingly, the WisdomTree Long EUR Short USD 3x Daily class of Collateralised Currency Security will provide a three times long EUR/USD exposure by tracking the Triple Long Euro Index (TR) before fees and expenses. In turn the Triple Long Euro Index (TR) will reflect the daily rolling of a three times leveraged long position in a EUR/USD Forward which provides the following:-

- The value of the Currency Index will increase on a particular day (Day T) by three times the amount by which the EUR increases relative to USD and the value of the Currency Index will decrease on a particular day by three times the amount by which the EUR decreases in value relative to USD. In each case the increase or decrease is calculated by applying a change in the exchange rate between Day T and the preceding business day (Day T-1) to a notional exposure, that is calculated by reference to the closing level of the relevant Currency Index on the business day immediately before Day T-1, i.e. as at Day T-2.
- The value of the Currency Index will also be impacted positively or negatively by the spot next ask prices referenced in the methodology as applicable to the relevant class as set out in the Manual. This impact is amplified by +3 times due to the leverage factor.
- However, the Triple Long Euro Index (TR) will continue to provide an interest rate which references the One-Month T-Bill rate.

Likewise, the WisdomTree Short EUR Long USD 3x Daily class of Collateralised Currency Security will provide a three times short EUR/USD exposure by tracking the Triple Short Euro Index (TR) before fees and expenses. In turn the Triple Short Euro Index (TR) will reflect the daily rolling of a three times leveraged short position in a EUR/USD Forward which provides the following:

- The value of the Currency Index will increase on a particular day (Day T) by three times the amount by which the EUR decreases in value relative to USD and the value of the Currency Index will decrease on a particular day by three times the amount by which the EUR increases in value relative to USD. In each case the increase or decrease is calculated by applying a change in the exchange rate between Day T and the preceding business day (Day T-1) to a notional exposure, that is calculated by reference to the closing level of the relevant Currency Index on the business day immediately before Day T-1, i.e. as at Day T-2.
- The value of the Currency Index will also be impacted positively or negatively by the spot next ask prices referenced in the methodology as applicable to the relevant class as set out in the Manual. This impact is amplified by -3 times due to the leverage factor.
- However, the Triple Short Euro Index (TR) will continue to provide an interest rate return equal to the One-Month T-Bill rate.

Will Leveraged Collateralised Currency Securities provide the same leverage for periods greater than one day?

The returns from Leveraged Collateralised Currency Securities are designed to provide a particular leveraged exposure to changes in foreign exchange rates during the course of a day, in each case such return being calculated against a base value determined by the closing level of the relevant Currency Index on the second previous business day. Over periods of greater than one day the Leveraged Collateralised Currency Securities do not necessarily provide Security Holders with a return equivalent to the return from the unleveraged long or short Currency Index multiplied by the relevant amount of leverage. For example: buying 5 Times Long Currency Securities or 5 Times Short Currency Securities does not mean the return in respect of such Collateralised Currency Securities will be five times that of an unleveraged Currency Index. It is possible for the Leveraged Collateralised Currency Securities to “outperform” or “underperform” the relevant unleveraged Currency Index multiplied by the relevant leveraged exposure. This is because among other things, leverage will not be applied to the yield provided within the Leveraged Currency Indices (see “What are the Currency Indices” and “What return will an investor receive from a Leveraged Currency Index?” above) and, over time, there may be volatility in the relevant currency exchange rates which may impact the return. The following table provides some examples as to how a 5 Times Short Currency Index and a 5 Times Long Currency Index performs in different scenarios. The first two scenarios provide examples of where an exchange rate moves in a trending direction over the course of the week, and in these examples it can be seen that both a 5 Times Short Currency Index and a 5 Times Long Currency Index have ‘outperformed’ the movement in the exchange rate multiplied by the relevant leveraged exposure. Likewise, the latter two scenarios provide examples of where an exchange rate is volatile over the course of the week, however at the end of the week there is no overall movement in the exchange rate. In these examples it can be seen that both a 5 Times Short Currency Index and a 5 Times Long Currency Index have ‘underperformed’ the movement in the exchange rate multiplied by the relevant leveraged exposure.

Can Undertakings for Collective Investment in Transferable Securities (“UCITS”) invest in the Collateralised Currency Securities?

The Collateralised Currency 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 Directive of the European Parliament and the Council of 13 July 2009 on the coordination of laws, regulations and administrative provisions relating to Undertakings for Collective Investment in Transferable Securities (2009/65/EC), as amended, (the "**Recast UCITS Directive**") need to satisfy themselves that an investment in the Collateralised Currency Securities would comply with any regulations and/or guidelines applicable to them pursuant to the Recast 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 Recast UCITS Directive, laws of its jurisdiction of incorporation or investment objectives and policies, and therefore to be exposed to regulatory sanctions under its national regime.

		Daily Movement*					Change Over Week*	Comment:
Scenario:		**Day 1**	**Day 2**	**Day 3**	**Day 4**	**Day 5**		
Exchange rate moves in a steady, upwards trending direction over the course of the week	Movement in Exchange Rate	0%	1%	2%	2%	2%	7.2%	Both the 5 Times Short Currency Index and the 5 Times Long Currency Index have 'outperformed' against -5 or 5x (as relevant) the movement in Exchange Rate over the Week
	5 Times Short Currency Index	100.00	95.00	84.90	75.21	66.55	-33%	
	5 Times Long Currency Index	100.00	105.00	115.10	125.8	137.55	38%	
Exchange rate moves in an accelerating, upwards trending direction over the course of the week	Movement in Exchange Rate	0%	2%	4%	6%	8%	21.4%	Both the 5 Times Short Currency Index and the 5 Times Long Currency Index have 'outperformed' against -5x or 5x (as relevant) the movement in Exchange Rate over the Week
	5 Times Short Currency Index	100.00	90.00	69.60	41.52	12.01	-88%	
	5 Times Long Currency Index	100.00	110.00	130.40	164.72	220.01	120%	
Daily moves are volatile, but over the course of the week the exchange rate move is flat	Movement in Exchange Rate	0%	0%	4%	-2%	-2%	0.0%	Both the 5 Times Short Currency Index and the 5 Times Long Currency Index have 'underperformed' against -5x or 5x (as relevant) the movement in Exchange Rate over the week
	5 Times Short Currency Index	100.00	100.00	80.00	90.10	97.72	-2%	
	5 Times Long Currency Index	100.00	100.00	120.00	109.90	98.48	-2%	
Again daily moves are volatile and over the course of the week the exchange rate move is flat	Movement in Exchange Rate	0%	0%	4%	2%	2%	0.0%	Both the 5 Times Short Currency Index and the 5 Times Long Currency Index have 'underperformed' against -5x or 5x (as relevant) the movement in Exchange Rate over the week
	5 Times Short Currency Index	100.00	100.00	120.00	110.10	97.47	-3%	
	5 Times Long Currency Index	100.00	100.00	80.00	89.90	98.32	-2%	

* The hypothetical scenarios shown above assume that the 5 Times Short Currency Index and the 5 Times Long Currency Index each have a value of 100.00 on the two business days (as prescribed in the MSFX^{SM} Manual) prior to Day 1 and that there is no movement in the Exchange Rate on either of those two preceding business days. The scenarios do not account for any return on the exchange rate differential or any Daily Collateral Yield and do not reflect fees or expenses that an investor would otherwise be charged

Can the level of a Currency Index fall to zero?

It is possible that the foreign exchange rate between two currencies could move by a large amount in a given day or over a series of days. If this happened then there is a risk that the value of a Leveraged Currency Index could fall to zero. For example if the GBP/USD exchange rate fell by more than 20% on a given day then it is possible that the value of the 5x Long British Pound Index (TR), which provides a five times long GBP/USD exposure, could fall to zero and so an investor in the WisdomTree Long GBP Short USD 5x Daily class of Collateralised Currency Security could lose the entire value of their investment. Likewise, if the GBP/USD exchange rate increased by more than 20% on a given day then it is possible that the value of the 5x Short British Pound Index (TR), which provides a five times short GBP/USD exposure, could fall to zero and so an investor in the WisdomTree Short GBP Long USD 5x Daily class of Collateralised Currency Security could lose the entire value of their investment.

Also, the Currency Indices provide leveraged exposure to daily changes in foreign exchange rates calculated against a base value determined on the second previous business day which means that the performance of a Currency Index may not precisely match the variation in the foreign exchange rate multiplied by the relevant leveraged exposure. This also means that in certain highly volatile markets a Leveraged Currency Index may fall to zero where the foreign exchange rate moves by a large amount over the course of two trading days or even where a particular exchange rate falls or rises (as the case may be) by less than 20% (in the case of a Leveraged Currency Index that provides a five times long or short leveraged exposure) or 33.3% (in the case of a Leveraged Currency Index that provides a three times long or short leveraged exposure) over the course of one day. The following table provides examples of such 'underperformance' and includes examples where a Currency Index falls to zero, which will lead to the class of Collateralised Currency Security that tracks such Currency Index being subject to a Compulsory Redemption at a Price of zero.

Scenario:		Daily Movement* Day 1	Day 2	Day 3	Day 4	Day 5	Change Over Week*	Comment:
Over days 4 and 5, the exchange rate falls more than 20%#. The move on the second day is greater than on the first	Movement in Exchange Rate	0%	1%	-1%	-5%	-16%	20.2%	5 Times Long Currency Index falls to zero. The 5 Times Short Currency Index shows an 'underperformance' against -5x the movement in Exchange Rate over the week.
	5 Times Short Currency Index	100.00	95.00	100.05	123.56	199.60	100%	
	5 Times Long Currency Index	100.00	105.00	99.95	73.96	-2.00	-102%	
Over days 4 and 5, the exchange rate falls more than 20%#. The move on the first day is greater than on the second	Movement in Exchange Rate	0%	1%	-1%	-16%	-5%	-20.2%	5 Times Long Currency Index falls to zero. The 5 Times Short Currency Index shows an 'underperformance' against -5x the movement in Exchange Rate over the week.
	5 Times Short Currency Index	100.00	95.00	100.05	175.29	196.30	96%	
	5 Times Long Currency Index	100.00	105.00	99.95	16.79	-4.20	-104%	
Over days 4 and 5, the exchange rate falls exactly 20%#. The move on the first day is greater than on the second	Movement in Exchange Rate	0%	1%	-1%	-15%	-5%	-19.3%	5 Times Long Currency has not fallen to zero despite a two day move in Exchange Rate of 20%. The 5 Times Short Currency Index has 'underperformed' against -5x the movement in Exchange Rate over the week.
	5 Times Short Currency Index	100.00	95.00	100.05	170.59	191.85	92%	
	5 Times Long Currency Index	100.00	105.00	99.95	21.99	0.75	-99%	
Over days 4 and 5, the exchange rate falls exactly 20%#. The move on the second day is greater than first	Movement in Exchange Rate	0%	1%	-1%	-5%	-15%	-19.3%	5 Times Long Currency has not fallen to zero despite a two day move in Exchange Rate of 20%. The 5 Times Short Currency Index has 'underperformed' against -5x the movement in Exchange Rate over the week.
	5 Times Short Currency Index	100.00	95.00	100.05	123.56	194.85	95%	
	5 Times Long Currency Index	100.00	105.00	99.95	73.96	2.75	-97%	
Over days 4 and 5, the exchange rate falls less than 20%# but previous days' market moves have been volatile	Movement in Exchange Rate	0%	5%	-5%	-8.5%	-11%	-18.8%	5 Times Long Currency Index has fallen to zero despite the weekly arithmetic move of Exchange Rate being less than 20% The 5 Times Short Currency Index has 'underperformed' against -5x the movement in Exchange Rate over the week.
	5 Times Short Currency Index	100.00	75.00	101.25	131.53	182.49	82%	
	5 Times Long Currency Index	100.00	125.00	98.75	48.28	-1.41	-101%	
On Day 5, the Exchange Rate falls 20%, but on Day 4 the Exchange Rate increased by 5%	Movement in Exchange Rate	0%	1%	-1%	5%	-20%	-16.0%	5 Times Long Currency Index does not fall to zero despite a single day move in Exchange Rate of 20%. The 5 Times Short Currency Index has 'outperformed' against -5x the movement in Exchange Rate over the week
	5 Times Short Currency Index	100.00	95.00	100.05	76/54	181.59	82%	
	5 Times Long Currency Index	100.00	105.00	99.95	125.94	20.99	-79%	

* The hypothetical scenarios shown above assume that the 5 Times Short Currency Index and the 5 Times Long Currency Index each have a value of 100.00 on the two business days (as prescribed in the MSFX[SM] Manual) prior to Day 1 and that there is no movement in the Exchange Rate on either of those two preceding business days. The scenarios do not account for any return on the exchange rate differential or any Daily Collateral Yield and do not reflect fees or expenses that an investor would otherwise be charged

* The move in the Exchange Rate over days 4 and 5 is calculated on an arithmetic basis.

What is the Principal Amount and why is it important?

The Collateralised Currency Securities are debt securities and so each security has a principal amount, which is the nominal value of the debt represented by the security. In the case of Collateralised Currency Securities denominated in US Dollars the Principal Amount is US$1. For Collateralised Currency Securities denominated in Euros the Principal Amount is €1. For Collateralised Currency Securities denominated in Pounds Sterling the Principal Amount is £1.

In ordinary circumstances upon redemption a Security Holder will receive the Price of a Collateralised Currency Security, which will be calculated to reflect the performance of the relevant Currency Index less fees as described under "What is the Price" above. However each Security Holder does have the right to receive on redemption the Principal Amount for such class of Collateralised Currency Security to the extent it is higher than the Price for such class. In practice the Issuer would not expect to pay the Principal Amount on redemption of a Collateralised Currency Security as it will normally seek to take steps to ensure that the Price does not fall below the Principal Amount, by reducing the Principal Amount by way of a Security Holder vote. If such steps were not taken or were unsuccessful and the Price were to fall below the Principal Amount, the Issuer may not have sufficient assets to satisfy its obligation to pay each redeeming holder of a particular class the Principal Amount for such class. Collateralised Currency Securities may be compulsorily redeemed and Security Holders may receive no payment for that redemption.

Is an investment in a Currency Index the same as holding or investing in the underlying currencies?

An investment in a Currency Index is not the same as directly holding underlying currencies or investing directly in spot contracts or futures or derivative contracts. Importantly, an investment in a Currency Index does not give any ownership interest, right or entitlement to any actual currency or spot, future or other derivative contract. Any amounts payable on the Collateralised Currency Securities of any class will be in cash in the currency of denomination of that class, and the holders of the Collateralised Currency Securities will have no right to receive payment in any other currency or delivery of any spot, future or other derivative contract at any time.

What other factors impact the return on a Currency Index?

The performance of a Currency Index will be influenced by various factors including changing supply and demand for a particular currency, government and monetary authority policy and intervention, interest rate levels, global or regional political, economic or financial events that effect foreign exchange markets and a country's debt level and trade deficit. Such performance will also be dependent upon factors such as central bank intervention, restrictions on local exchanges or markets, limitation on foreign investment and other regulatory controls or taxes. In addition governments may impose exchange controls on such currency or a currency may otherwise become unavailable. The performance of a Currency Index will also be impacted by any leverage exposure contained within the Currency Index.

Who makes calculations in respect of a Currency Index?

Morgan Stanley & Co. LLC is responsible for the composition, calculation and maintenance of the Currency Indices. The official closing level of the relevant Currency Index published by Morgan Stanley & Co. LLC will be used to calculate the price of the Collateralised Currency Securities.

What are the Daily Repurchase Transactions?

A repurchase transaction is commonly known in the market as a 'repo' and is an agreement whereby a seller sells securities to another party with the agreement that the seller buys back equivalent securities at a later date (in the case of the daily repurchase transactions the following day on which the relevant markets are open).

The Issuer has agreed to enter into daily repurchase transactions with the Currency Transaction Counterparty in each of USD, Euro and GBP which will be governed by the terms of a Global Master Repurchase Agreement. Pursuant to the daily repurchase transactions the Issuer will pay cash that it holds in USD, Euro and GBP to the Currency Transaction Counterparty in return for the transfer by the Currency Transaction Counterparty to the Issuer of collateral at least equal to the value of the cash paid. On the next following day that the relevant markets are open each such daily repurchase transaction will mature and the Currency Transaction Counterparty will pay back to the Issuer the amount of cash in the relevant currency in exchange for the transfer back to the Currency Transaction Counterparty of the collateral related to the daily repurchase transaction in that currency. Upon maturity a further daily repurchase transaction will separately be entered into between the parties in respect of each currency.

The Issuer will use the issue proceeds it receives upon creation of Collateralised Currency Securities and amounts payable to it under Currency Transactions to enter into daily repurchase transactions of the relevant currency with the Currency Transaction Counterparty and the amount of cash available to be entered into daily repurchase transactions in a particular currency on subsequent days will be adjusted to reflect:

(i) the aggregate net amount payable (whether positive or negative) between the Issuer and the Currency Transaction Counterparty under all Currency Transactions denominated in such currency (see “How does the Issuer back its long, short or leveraged exposure to foreign exchange rate movements?” above); plus

(ii) cash received in such currency in respect of the creation of further Collateralised Currency Securities of any class denominated in such currency; less

(iii) cash to be paid to satisfy the redemption of Collateralised Currency Securities of any class denominated in such currency; and less

(iv) any cash which reflects accrued but unpaid management fees owed with respect to Collateralised Currency Securities of any class denominated in such currency.

What happens if the Currency Transaction Counterparty defaults?

If the Currency Transaction Counterparty defaults then the Issuer would be expected to cease to enter into Currency Transactions and Daily Repurchase Transactions with the Currency Transaction Counterparty. A Currency Transaction Counterparty default would include circumstances where the Currency Transaction Counterparty has failed to pay amounts due with respect to the Currency Transactions 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 Daily Repurchase Transactions in place with the Currency Transaction Counterparty in receipt for the cash owed to it under such Daily Repurchase Transactions. Alternatively the Issuer may look to liquidate the collateral held by it pursuant to such Daily Repurchase Transactions and in this regard will use reasonable endeavours to appoint an entity to liquidate such collateral (a “**Liquidation Agent**”) as soon as is reasonably practicable and such Liquidation Agent will be responsible for liquidating the collateral in a timely fashion.

In appointing a Liquidation Agent, the Issuer will act in good faith and will seek to appoint a Liquidation Agent of good professional standing, having appropriate relevant experience and charging fees that are no higher than is commercially reasonable. The Issuer is under no obligation to obtain more than one quotation for such role and, where there is more than one candidate, may choose the entity it considers best suited to the role, regardless of whether other potential candidates would have charged lower fees.

When can a Currency Transaction Counterparty elect to terminate Currency Transactions?

The Currency Transaction Counterparty may, on giving not less than 1 year’s notice to the Issuer elect to impose a compulsory closing date.

The Currency Transaction Counterparty (and the Issuer) also have the right to compulsorily redeem particular classes of Currency Transactions if certain events occur with respect to that class or with respect to the Currency Transaction Counterparty or the Issuer or in circumstances where the Issuer defaults under certain documents it has entered into with the Currency Transaction Counterparty.

In the event that a class of Currency Transactions is compulsorily redeemed then the corresponding class of Collateralised Currency Security will also be compulsorily redeemed.

Who is the Calculation Agent?

Morgan Stanley & Co. International plc is acting as the Calculation Agent with respect to the Currency Transactions under the Facility Agreement and the ISDA Master Agreement.

Who is an Authorised Participant?

Authorised Participants are financial institutions who meet certain eligibility requirements and who have entered into an Authorised Participant Agreement with the Issuer. Only Authorised Participants are allowed to subscribe for and (in most cases) redeem Collateralised Currency Securities directly with the Issuer. Authorised Participants may, but do not have to, act as market makers for the Collateralised Currency Securities by buying and selling Collateralised Currency Securities to and from investors either on exchange or in over the counter transactions.

Who is the Trustee and what do they do?

The Trustee is The Law Debenture Trust Corporation plc. and is an independent entity whose role is to act as trustee on behalf of Security Holders in accordance with the Trust Instrument and to hold all rights and entitlements under the Trust Instrument on trust on behalf of Security Holders.

What is the cash value of a Collateralised Currency Security?

Each Collateralised Currency Security has a Price which reflects the performance of the relevant Currency Index and which also reduces with respect to each day to reflect the accrual of the fees payable in respect of that Collateralised Currency Security. All Security Holders will buy and sell their Collateralised Currency Securities in return for cash on one of the stock exchanges set out in "*How do I buy and sell Collateralised Currency Securities*" below. The cash value at which the Collateralised Currency Securities will trade on exchange is expected to be close to the value of such Price.

How do I buy and sell Collateralised Currency Securities?

Only Authorised Participants may subscribe for and (other than in very limited circumstances) redeem Collateralised Currency Securities directly with the Issuer at the Price on the relevant date together with any associated redemption fee. Once an Authorised Participant creates Collateralised Currency Securities with the Issuer it can then (i) choose to hold the Collateralised Currency Securities itself; (ii) sell those securities on the London Stock Exchange, Borsa Italiana, Euronext Amsterdam and/or the Frankfurt Stock Exchange (being the stock exchanges on which the Collateralised Currency Securities are admitted to trading); (iii) sell those Collateralised Currency Securities in an off exchange transaction ("over-the-counter" or "OTC") or (iv) require the Issuer to redeem the Collateralised Currency Securities directly. Details of the exchanges on which a particular class of Collateralised Currency Securities can be traded are set out in a document entitled "final terms", prepared by the Issuer each time that Collateralised Currency Securities are issued.

Investors other than Authorised Participants can buy and sell Collateralised Currency 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. Purchases and sales of Collateralised Currency Securities in this way are commonly described as being "secondary market transactions".

Transactions in Collateralised Currency Securities other than those directly with the Issuer can be done at any point during the trading day. Such purchases of Collateralised Currency Securities will generally be done at a price which is close to the Price of the relevant class of Collateralised Currency Security on a particular day, however, they will not match the Price because prices of secondary market transactions 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 Collateralised Currency Securities.

Can I lose all of my initial investment?

Yes, an investor may lose all of their initial investment in the event a Currency Index falls to zero. An investor can also lose part of their investment if the Currency Transaction Counterparty defaults – see section entitled "*What happens if the Currency Transaction Counterparty defaults*" above.

Can I lose more than my initial investment?

A Security Holder who buys and holds their Collateralised Currency Securities cannot lose more than their initial investment.

What is the minimum investment?

1 Collateralised Currency Security.

What are the costs of holding the product?

Investors are charged a daily spread and a management fee in respect of the Collateralised Currency Securities. The combined amount of the daily spread and the management fee (as apportioned on a daily basis) comprise the Daily Adjustment, which is deducted from the price of such class of Collateralised Currency Security with respect to each day.

Further information on the fees is set out in Part 4 (Description of Collateralised Currency Securities).

Investors who buy and sell Collateralised Currency 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 Collateralised Currency Securities?

If the Collateralised Currency 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 depositary for the Collateralised Currency Securities or the person entered in the register as the Security Holder. As an investor, your rights in relation to the Collateralised Currency Securities will be governed by the contract you have with your broker, custodian or other entity through which you hold your interest in the Collateralised Currency 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.

CLASSES OF COLLATERALISED CURRENCYSECURITIES

USD Developed Market Currency Securities

Details of the Currency Index being tracked and the LSE Code for each class of USD Developed Market Currency Security available for issue are set out below:

USD Developed Market Currency Security	Currency Index tracked	LSE Code
WisdomTree Long AUD Short USD	Long Australian Dollar Index (TR)	LAUD
WisdomTree Short AUD Long USD	Short Australian Dollar Index (TR)	SAD
WisdomTree Long AUD Short USD 2x Daily)	Double Long Australian Dollar Index (TR)	LAU2
WisdomTree Short AUD Long USD 2x Daily	Double Short Australian Dollar Index (TR)	SAU2
WisdomTree long AUD Short USD 3x Daily	Triple Long Australian Dollar Index (TR)	LAU3
WisdomTree Short AUD Long USD 3x Daily	Triple Short Australian Dollar Index (TR)	SAU3
WisdomTree Long AUD Short USD 5x Daily	5x Long Australian Dollar Index (TR)	LAU5
WisdomTree Short AUD Long USD 5x Daily	5x Short Australian Dollar Index (TR)	SAU5
WisdomTree Long CAD Short USD	Long Canadian Dollar Index	LCAD
WisdomTree Short CAD long USD	Short Canadian Dollar Index (TR)	SCAD
WisdomTree Long CAD Short USD 2x Daily	Double Long Canadian Dollar Index (TR)	LCA2
WisdomTree Short CAD Long USD 2x Daily	Double Short Canadian Dollar Index (TR)	SCA2
WisdomTree Long CAD Short USD 3x Daily	Triple Long Canadian Dollar Index (TR)	LCA3
WisdomTree Short CAD Long USD 3x Daily	Triple Short Canadian Dollar Index (TR)	SCA3
WisdomTree Long CAD Short USD 5x Daily	5x Long Canadian Dollar Index (TR)	LCA5
WisdomTree Short CAD Long USD 5x Daily	5x Short Canadian Dollar Index (TR)	SCA5
WisdomTree Long CHF Short USD	Long Swiss Franc Index (TR)	LCHF
WisdomTree Short CHF Long USD	Short Swiss Franc Index (TR)	SCHF
WisdomTree Long CHF Short USD 2x Daily	Double Long Swiss Franc Index (TR)	LCH2
WisdomTree Short CHF Long USD 2x Daily	Double Short Swiss Franc Index (TR)	SCH2
WisdomTree Long CHF Short USD 3x Daily	Triple Long Swiss Franc Index (TR)	LCH3
WisdomTree Short CHF Long USD 3x Daily	Triple Short Swiss Franc Index (TR)	SCH3
WisdomTree Long CHF Short USD 5x Daily	5xLong Swiss Franc Index (TR)	LCH5
WisdomTree Short CHF Long USD 5x Daily	5x Short Swiss Franc Index (TR)	SCH5
WisdomTree Long EUR Short USD	Long Euro Index (TR)	LEUR
WisdomTree Short EUR Long USD	Short Euro Index (TR)	SEUR
WisdomTree Long EUR Short USD 2x Daily	Double Long Euro Index (TR)	LEU2
WisdomTree Short EUR Long USD 2x Daily	Double Short Euro Index (TR)	SEU2
WisdomTree Long EUR Short USD 3x Daily	Triple Long Euro Index (TR)	LEU3
WisdomTree Short EUR Long USD 3x Daily	Triple Short Euro Index (TR)	SEU3
WisdomTree Long GBP Short USD	Long British Pound Index (TR)	LGBP
WisdomTree Short GBP Long USD	Short British Pound Index (TR)	SGBP
WisdomTree Long GBP Short USD 2x Daily	Double Long Australian Dollar Index (TR)	LGB2
WisdomTree Short GBP Long USD 2x Daily	Double Short British Pound Index (TR)	SGB2
WisdomTree long GBP Short USD 3x Daily	Triple Long British Pound Index (TR)	LGB3
WisdomTree Short EURO Long USD 3x Daily	Triple Short British Pound Index (TR)	SGB3
WisdomTree Long GBP Short USD 5x Daily	5x Long British Pound Index (TR)	LGB5
WisdomTree Short GBP Long USD 5x Daily	5x Short British Pound Index (TR)	SGB5
WisdomTree Long JPY Short USD	Long Japanese Yen Index	LJPY
WisdomTree Short JPY long USD	Short Japanese Yen Index (TR)	SJPY
WisdomTree Long JPY Short USD 2x Daily	Double Long Japanese Yen Index (TR)	LJP2
WisdomTree Short JPY Long USD 2x Daily	Double Short Japanese Yen Index (TR)	SJP2
WisdomTree Long JPY Short USD 3x Daily	Triple Long Japanese Yen Index (TR)	LJP3
WisdomTree Short JPY Long USD 3x Daily	Triple Short Japanese Yen Index (TR)	SJP3
WisdomTree Long JPY Short USD 5x Daily	5x Long Japanese Yen Index (TR)	LJP5
WisdomTree Short JPY Long USD 5x Daily	5x Short Japanese Yen Index (TR)	SJP5
WisdomTree Long NOK Short USD	Long Norwegian Krone Index (TR)	LNOK
WisdomTree Short NOK Long USD	Short Norwegian Krone Index (TR)	SNOK
WisdomTree Long NOK Short USD 2x Daily	Double Long Norwegian Krone Index (TR)	LNO2
WisdomTree Short NOK Long USD 2x Daily	Double Short Norwegian Krone Index (TR)	SNO2
WisdomTree Long NOK Short USD 3x Daily	Triple Long Norwegian Krone Index (TR)	LNO3
WisdomTree Short NOK Long USD 3x Daily	Triple Short Norwegian Krone Index (TR)	SNO3
WisdomTree Long NOK Short USD 5x Daily	5xLong Norwegian Krone Index (TR)	LNO5
WisdomTree Short NOK Long USD 5x Daily	5x Short Norwegian Krone Index (TR)	SNO5
WisdomTree Long NZD Short USD	Long New Zealand Dollar Index (TR)	LNZD
WisdomTree Short NZD Long USD	Short New Zealand Dollar Index (TR)	SNZD
WisdomTree Long NZD Short USD 2x Daily	Double Long New Zealand Dollar Index (TR)	LNZ2
WisdomTree Short NZD Long USD 2x Daily	Double Short New Zealand Dollar Index (TR)	SNZ2
WisdomTree Long NZD Short USD 3x Daily	Triple Long New Zealand Dollar Index (TR)	LNZ3
WisdomTree Short NZD Long USD 3x Daily	Triple Short New Zealand Dollar Index (TR)	SNZ3
WisdomTree Long NZD Short USD 5x Daily	5x Long New Zealand Dollar Index (TR)	LNZ5
WisdomTree Short NZD Long USD 5x Daily	5x Short New Zealand Dollar Index (TR)	SNZ5
WisdomTree Long SEK Short USD	Long Swedish Krone Index (TR)	LSEK
WisdomTree Short SEK Long USD	Short Swedish Krone Index (TR)	SSEK

USD Developed Market Currency Security	Currency Index tracked	LSE Code
WisdomTree Long SEK Short USD 2x Daily	Double Long Swedish Krone Index (TR)	LSE2
WisdomTree Short SEK Long USD 2x Daily	Double Short Swedish Krone Index (TR)	SSE2
WisdomTree Long SEK Short USD 3x Daily	Triple Long Swedish Krone Index (TR)	LSE3
WisdomTree Short SEK Long USD 3x Daily	Triple Short Swedish Krone Index (TR)	SSE3
WisdomTree Long SEK Short USD 5x Daily	5x Long Swedish Krone Index (TR)	LSE5
WisdomTree Short SEK Long USD 5x Daily	5x Short Swedish Krone Index (TR)	SSE5

USD Emerging Market Currency Securities

Details of the Currency Index being tracked and the LSE Code for each class of USD Emerging Market Currency Security available for issue are set out below:

USD Emerging Market Currency Security	Currency Index tracked	LSE Code
WisdomTree Long BRL Short USD	Long Brazilian Real Index (TR)	LBRL
WisdomTree Short BRL Long USD	Short Brazilian Real Index (TR)	SBRL
WisdomTree Long CNY Short USD	Long Chinese Renminbi Index (TR)	LCNY
WisdomTree Short CNY Long USD	Short Chinese Renminbi Index (TR)	SCNY
WisdomTree Long CZK Short USD	Long Czech Koruna Index (TR)	LCZK
WisdomTree Short CZK Long USD	Short Czech Koruna Index (TR)	SCZK
USD Emerging Market Currency Security	**Currency Index tracked**	**LSE Code**
WisdomTree Long HUF Short USD	Long Hungarian Forint Index (TR)	LHUF
WisdomTree Short HUF Long USD	Short Hungarian Forint Index (TR)	SHUF
WisdomTree Long ILS Short USD	Long Israeli Shekel Index (TR)	LILS
WisdomTree Short ILS Long USD	Short Israeli Shekel Index (TR)	SILS
WisdomTree Long MXN Short USD	Long Mexican Peso Index (TR)	LMXN
WisdomTree Short MXN Long USD	Short Mexican Peso Index (TR)	SMXN
WisdomTree Long SGD Short USD	Long Singapore Dollar Index (TR)	LSGD
WisdomTree Short SGD Long USD	Short Singapore Dollar Index (TR)	SSGD
WisdomTree Long ZAR Short USD	Long South African Rand Index (TR)	LZAR
WisdomTree Short ZAR Long USD	Short South African Rand Index (TR)	SZAR

EUR Developed Market Currency Securities

Details of the Currency Index being tracked and the LSE Code for each class of EUR Developed Market Currency Security available for issue are set out below:

EUR Developed Market Currency Security	Currency Index tracked	LSE Code
WisdomTree Long AUD Short EUR	Long Australian Dollar/Euro Index (TR)	EUAU
WisdomTree Short AUD Long EUR	Short Australian Dollar/Euro Index (TR)	AUEU
WisdomTree Long AUD Short EUR 3x Daily	Triple Long Australian Dollar/Euro Index (TR)	EAU3
WisdomTree Short AUD Long EUR 3x Daily	Triple Short Australian Dollar/Euro Index (TR)	AUE3
WisdomTree Long AUD Short EUR 5x Daily	5x Long Australian Dollar/Euro Index (TR)	EAU5
WisdomTree Short AUD Long EUR 5x Daily	5x Short Australian Dollar/Euro Index (TR)	AUE5
WisdomTree Long CAD Short EUR	Long Canadian Dollar /Euro Index (TR)	ECAD
WisdomTree Short CAD Long EUR	Short Canadian Dollar/Euro Index (TR)	CADE
WisdomTree Long CAD Short EUR 3x Daily	Triple Long Canadian Dollar/Euro Index (TR)	ECA3
WisdomTree Short CAD Long EUR 3x Daily	Triple Short Canadian Dollar/Euro Index (TR)	CAE3
WisdomTree Long CAD Short EUR 5x Daily	5x Long Canadian Dollar/Euro Index (TR)	ECA5
WisdomTree Short CAD Long EUR 5x Daily	5x Short Canadian Dollar/Euro Index (TR)	CAE5
WisdomTree Long CHF Short EUR	Long Swiss Franc/Euro Index (TR)	EUCH
WisdomTree Short CHF Long EUR	Short Swiss Franc/Euro Index (TR)	CHEU
WisdomTree Long CHF Short EUR 2x Daily	Double Long Swiss Franc/Euro Index (TR)	EUC2
WisdomTree Short CHF Long EUR 2x Daily	Double Short Swiss Franc/Euro Index (TR)	CHE2
WisdomTree Long CHF Short EUR 3x Daily	Triple Long Swiss Franc/Euro Index (TR)	ECH3
WisdomTree Short CHF Long EUR 3x Daily	Triple Short Swiss Franc/Euro Index (TR)	CHE3
WisdomTree Long CHF Short EUR 5x Daily	5x Long Swiss Franc/Euro Index (TR)	ECH5

EUR Developed Market Currency Security	Currency Index tracked	LSE Code
WisdomTree Short CHF Long EUR 5x Daily	5x Short Swiss Franc/Euro Index (TR)	CHE5
WisdomTree Long GBP Short EUR	Long British Pound /Euro Index (TR)	EUGB
WisdomTree Short GBP Long EUR	Short British Pound /Euro Index (TR)	GBEU
WisdomTree Long GBP Short EUR 2x Daily	Double Long British Pound /Euro Index (TR)	EUG2
WisdomTree Short GBP Long EUR 2x Daily	Double Short British Pound /Euro Index (TR)	GBE2
WisdomTree Long GBP Short EUR 3x Daily	Triple Long British Pound /Euro Index (TR)	EGB3
WisdomTree Short GBP Long EUR 3x Daily	Triple Short British Pound /Euro Index (TR)	GBE3
WisdomTree Long GBP Short EUR 5x Daily	5x Long British Pound /Euro Index (TR)	EGB5
WisdomTree Short GBP Long EUR 5x Daily	5x Short British Pound /Euro Index (TR)	GBE5
WisdomTree Long JPY Short EUR	Long Japanese Yen/Euro Index (TR)	EUJP
WisdomTree Short JPY Long EUR	Short Japanese Yen/Euro Index (TR)	JPEU
WisdomTree Long JPY Short EUR 2x Daily	Double Long Japanese Yen/Euro Index (TR)	EUJ2
WisdomTree Short JPY Long EUR 2x Daily	Double Short Japanese Yen/Euro Index (TR)	JPE2
WisdomTree Long JPY Short EUR 3x Daily	Triple Long Japanese Yen/Euro Index (TR)	EJP3
WisdomTree Short JPY Long EUR 3x Daily	Triple Short Japanese Yen/Euro Index (TR)	JPE3
WisdomTree Long JPY Short EUR 5x Daily	5x Long Japanese Yen/Euro Index (TR)	EJP5
WisdomTree Short JPY Long EUR 5x Daily	5x Short Japanese Yen/Euro Index (TR)	JPE5
WisdomTree Long NOK Short EUR	Long Norwegian Krone/Euro Index (TR)	EUNO
WisdomTree Short NOK Long EUR	Short Norwegian Kron /Euro Index (TR)	NOEU
WisdomTree Long NOK Short EUR 2x Daily	Double Long Norwegian Krone/Euro Index (TR)	EUN2
WisdomTree Short NOK Long EUR 2x Daily	Double Short Norwegian Krone/Euro Index (TR)	NOE2
WisdomTree Long NOK Short EUR 3x Daily	Triple Long Norwegian Krone/Euro Index (TR)	EN03
WisdomTree Short NOK Long EUR 3x Daily	Triple Short Norwegian Krone/Euro Index (TR)	NOE3
WisdomTree Long NOK Short EUR 5x Daily	5x Long Norwegian Krone/Euro Index (TR)	EN05
WisdomTree Short NOK Long EUR 5x Daily	5x Short Norwegian Krone/Euro Index (TR)	NOE5
WisdomTree Long NZD Short EUR	Long New Zealand Dollar/Euro Index (TR)	EUNZ
WisdomTree Short NZD Long EUR	Short New Zealand Dollar/Euro Index (TR)	NZEU
WisdomTree Long NZD Short EUR 3x Daily	Triple Long New Zealand Dollar/Euro Index (TR)	ENZ3
WisdomTree Short NZD Long EUR 3x Daily	Triple Short New Zealand Dollar/Euro Index (TR)	NZE3
WisdomTree Long NZD Short EUR 5x Daily	5x Long New Zealand Dollar/Euro Index (TR)	ENZ5
WisdomTree Short NZD Long EUR 5x Daily	5x Short New Zealand Dollar/Euro Index (TR)	NZE5
WisdomTree Long SEK Short EUR	Long Swedish Krone/Euro Index (TR)	EUSE
WisdomTree Short SEK Long EUR	Short Swedish Krone/Euro Index (TR)	SEEU
WisdomTree Long SEK Short EUR 2x Daily	Double Long Swedish Krone/Euro Index (TR)	EUS2
WisdomTree Short SEK Long EUR 2x Daily	Double Short Swedish Krone/Euro Index (TR)	SEE2
WisdomTree Long SEK Short EUR 3x Daily	Triple Long Swedish Krone/Euro Index (TR)	ESE3
WisdomTree Short SEK Long EUR 3x Daily	Triple Short Swedish Krone/Euro Index (TR)	SEE3
WisdomTree Long SEK Short EUR 5x Daily	5x Long Swedish Krone/Euro Index (TR)	ESE5
WisdomTree Short SEK Long EUR 5x Daily	5x Short Swedish Krone/Euro Index (TR)	SEE5
WisdomTree Long USD Short EUR	Long US Dollar/Euro Index (TR)	EUUS
WisdomTree Short USD Long EUR	Short US Dollar/Euro Index (TR)	ISEI
WisdomTree Long USD Short EUR 3x Daily	Triple Long US Dollar/Euro Index (TR)	EUS3
WisdomTree Short USD Long EUR 3x Daily	Triple Short US Dollar/Euro Index (TR)	USE3
WisdomTree Long USD Short EUR 5x Daily	5x Long US Dollar/Euro Index (TR)	EUS5
WisdomTree Short USD Long EUR 5x Daily	5x Short US Dollar/Euro Index (TR)	USE5

GBP Developed Market Currency Securities

Details of the Currency Index being tracked and the LSE Code for each class of GBP Developed market Currency Security available for issue are set out below:

GBP Developed Market Currency Security	Currency Index tracked	LSE Code
WisdomTree Long AUD Short GBP	Long Australian Dollar/GBP Index (TR)	GBAU
WisdomTree Short AUD Long GBP	Short Australian Dollar/GBP Index (TR)	AUGB
WisdomTree Long AUD Short GBP 3x Daily	Triple Long Australian Dollar/GBP Index (TR)	AUP3
WisdomTree Short AUD Long GBP 3x Daily	Triple Short Australian Dollar/GBP Index (TR)	SAP3
WisdomTree Long AUD Short GBP 5x Daily	5x Long Australian Dollar/GBP Index (TR)	AUP5
WisdomTree Short AUD Long GBP 5x Daily	5x Short Australian Dollar/GBP Index (TR)	SAP5
WisdomTree Long CAD Short GBP	Long Canadian Dollar /GBP Index (TR)	GBCA
WisdomTree Short CAD Long GBP	Short Canadian Dollar/GBP Index (TR)	CAGB
WisdomTree Long CAD Short GBP 3x Daily	Triple Long Canadian Dollar/GBP Index (TR)	CAP3
WisdomTree Short CAD Long GBP 3x Daily	Triple Short Canadian Dollar/GBP Index (TR)	PCA3
WisdomTree Long CAD Short GBP 5x Daily	5x Long Canadian Dollar/GBP Index (TR)	CAP5
WisdomTree Short CAD Long GBP 5x Daily	5x Short Canadian Dollar/GBP Index (TR)	PCA5
WisdomTree Long CHF Short GBP	Long Swiss Franc/GBP Index (TR)	GBCH
WisdomTree Short CHF Long GBP	Short Swiss Franc/GBP Index (TR)	CHGB
WisdomTree Long CHF Short GBP 3x Daily	Triple Long Swiss Franc/GBP Index (TR)	CHP3

GBP Developed Market Currency Security	Currency Index tracked	LSE Code
WisdomTree Short CHF Long GBP 3x Daily	Triple Short Swiss Franc/GBP Index (TR)	PCH3
WisdomTree Long CHF Short GBP 5x Daily	5x Long Swiss Franc/GBP Index (TR)	CHP5
WisdomTree Short CHF Long GBP 5x Daily	5x Short Swiss Franc/GBP Index (TR)	PCH5
WisdomTree Long EUR Short GBP	Long Euro/GBP Index (TR)	GBUR
WisdomTree Short EUR Long GBP	Short Euro/GBP Index (TR)	URGB
WisdomTree Long EUR Short GBP 3x Daily	Triple Long Euro/GBP Index (TR)	EUP3
WisdomTree Short EUR Long GBP 5x Daily	5x Short Euro/GBP Index (TR)	SUP5
WisdomTree Long JPY Short GBP	Long Japanese Yen/GBP Index (TR)	GBJP
WisdomTree Short JPY Long GBP	Short Japanese Yen/GBP Index (TR)	JPGB
WisdomTree Long JPY Short GBP 3x Daily	Triple Long Japanese Yen/GBP Index (TR)	JPP3
WisdomTree Short JPY Long GBP 3x Daily	Triple Short Japanese Yen/GBP Index (TR)	SYP3
WisdomTree Long JPY Short GBP 5x Daily	5x Long Japanese Yen/GBP Index (TR)	JPP5
WisdomTree Short JPY Long GBP 5x Daily	5x Short Japanese Yen/GBP Index (TR)	SYP5
WisdomTree Long NOK Short GBP	Long Norwegian Krone/GBP Index (TR)	GBNO
WisdomTree Short NOK Long GBP	Short Norwegian Kron /GBP Index (TR)	NOGB
WisdomTree Long NOK Short GBP 3x Daily	Triple Long Norwegian Krone/GBP Index (TR)	NOP3
WisdomTree Short NOK Long GBP 3x Daily	Triple Short Norwegian Krone/GBP Index (TR)	SOP3
WisdomTree Long NOK Short GBP 5x Daily	5x Long Norwegian Krone/GBP Index (TR)	NOP5
WisdomTree Short NOK Long GBP 5x Daily	5x Short Norwegian Krone/GBP Index (TR)	SOP5
WisdomTree Long NZD Short GBP	Long New Zealand Dollar/GBP Index (TR)	GBNZ
WisdomTree Short NZD Long GBP	Short New Zealand Dollar/GBP Index (TR)	NZGB
WisdomTree Long NZD Short GBP 3x Daily	Triple Long New Zealand Dollar/GBP Index (TR)	NZP3
WisdomTree Short NZD Long GBP 3x Daily	Triple Short New Zealand Dollar/GBP Index (TR)	SNP3
WisdomTree Long NZD Short GBP 5x Daily	5x Long New Zealand Dollar/GBP Index (TR)	NZP5
WisdomTree Short NZD Long GBP 5x Daily	5x Short New Zealand Dollar/GBP Index (TR)	SNP5
WisdomTree Long SEK Short GBP	Long Swedish Krone/GBP Index (TR)	GBSK
WisdomTree Short SEK Long GBP	Short Swedish Krone/GBP Index (TR)	SKGB
WisdomTree Long SEK Short GBP 3x Daily	Triple Long Swedish Krone/GBP Index (TR)	Sep-03
WisdomTree Short SEK Long GBP 3x Daily	Triple Short Swedish Krone/GBP Index (TR)	SKP3
WisdomTree Long SEK Short GBP 5x Daily	5x Long Swedish Krone/GBP Index (TR)	Sep-05
WisdomTree Short SEK Long GBP 5x Daily	5x Short Swedish Krone/GBP Index (TR)	SKP5
WisdomTree Long USD Short GBP	Long US Dollar/GBP Index (TR)	GBUS
WisdomTree Short USD Long GBP	Short US Dollar/GBP Index (TR)	USGB
WisdomTree Long USD Short GBP 3x Daily	Triple Long US Dollar/GBP Index (TR)	USP3
WisdomTree Short USD Long GBP 3x Daily	Triple Short US Dollar/GBP Index (TR)	PUS3

DOCUMENTS INCORPORATED BY REFERENCE

The following documents have been filed with the Central Bank and the FCA and are incorporated in this document by reference and are available in electronic form at the Issuer's website at https://regdocs.wisdomtree.eu/ and at the registered office of the Issuer as set out next to the heading Registered Office of the Issuer and address of the directors and secretary of the Issuer in the section of this Prospectus headed "Directors, Secretary and Advisers" below:

1. the published audited reports and accounts of the Issuer for the year ended 31 December 2021 as published by the Issuer through the Regulatory News Service of the London Stock Exchange on 29 April 2022 to be found at https://www.wisdomtree.eu/-/media/eu-media-files/other-documents/regulatory/tax/etf-securities/wisdomtree-foreign-exchange-limited.xhtml.

2. the published audited reports and accounts of the Issuer for the year ended 31 December 2022 as published by the Issuer through the Regulatory News Service of the London Stock Exchange on 28 April 2023 to be found at https://www.wisdomtree.eu/-/media/eu-media-files/other-documents/regulatory/tax/etf-securities/wisdomtree-foreign-exchange-ltd---annual-account-2022.xhtml.

No documents referred to in the above documents are themselves incorporated into this Prospectus and accordingly 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 purposes of the Prospectus Regulation or the Prospectus Regulation Rules.

DEFINITIONS

All terms and expression which have defined meanings in Part 10 (*Terms and Conditions of Collateralised Currency Securities*) shall have the same meanings in this Prospectus. In addition, the following expressions have the following meanings:

"€STR" or Euro Short-Term Rate	means the Euro Short-Term rate ("€STR") calculated by the European Central Bank, as published on Bloomberg Page "ESTRON Index";
"5 Times Leveraged Collateralised Currency Securities"	means each of 5 Times Leveraged Long Collateralised Currency Securities and 5 Times Leveraged Short Collateralised Currency Securities.
"5 Times Leveraged Long Collateralised Currency Securities"	means 5 Times Leveraged Long EUR Currency Securities, 5 Times Leveraged Long USD Currency Securities and 5 Times Leveraged Long GBP Currency Securities.
"5 Times Leveraged Long EUR Currency Securities"	means each of WisdomTree Long AUD Short EUR 5x Daily, WisdomTree Long CAD Short EUR 5x Daily, WisdomTree Long CHF Short EUR 5x Daily, WisdomTree Long GBP Short EUR 5x Daily, WisdomTree Long JPY Short EUR 5x Daily, WisdomTree Long NOK Short EUR 5x Daily, WisdomTree Long NZD Short EUR 5x Daily, WisdomTree Long SEK Short EUR and WisdomTree Long USD Short EUR 5x Daily.
"5 Times Leveraged Long GBP Currency Securities"	means each of WisdomTree Long AUD Short EUR 5x Daily, WisdomTree Long CAD Short EUR 5x Daily, WisdomTree Long CHF Short EUR 5x Daily, WisdomTree Long GBP Short EUR 5x Daily, WisdomTree Long JPY Short EUR 5x Daily, WisdomTree Long NOK Short EUR 5x Daily, WisdomTree Long NZD Short EUR 5x Daily, WisdomTree Long SEK Short EUR and WisdomTree Long USD Short EUR 5x Daily.
"5 Times Leveraged Long USD Currency Securities"	means each of WisdomTree Long AUD Short USD 5x Daily, WisdomTree Long CAD Short USD 5x Daily, WisdomTree Long CHF Short USD 5x Daily, WisdomTree Long GBP Short USD 5x Daily, WisdomTree Long JPY Short USD 5x Daily, WisdomTree Long NOK Short USD 5x Daily, WisdomTree Long NZD Short USD 5x Daily and WisdomTree Long SEK Short USD 5x Daily.
"5 Times Leveraged Short Collateralised Currency Securities"	means 5 Times Leveraged Short EUR Currency Securities, 5 Times Leveraged Short USD Currency Securities and 5 Times Leveraged Short GBP Currency Securities.
"5 Times Leveraged Short EUR Currency Securities"	means each of WisdomTree Short AUD Long EUR 5x Daily, WisdomTree Short CAD Long EUR 5x Daily, WisdomTree Short CHF Long EUR 5x Daily, WisdomTree Short GBP Long EUR 5x Daily, WisdomTree Short JPY Long EUR 5x Daily, WisdomTree NOK Long EUR 5x Daily Short, WisdomTree Short NZD Long EUR 5x Daily, WisdomTree Short SEK Long EUR 5x Daily and WisdomTree Short USD Long EUR 5x Daily.
"5 Times Leveraged Short GBP Currency Securities"	means each of WisdomTree Short AUD Long GBP 5x Daily, WisdomTree Short CAD Long GBP 5x Daily, WisdomTree Short CHF Long GBP 5x Daily, WisdomTree Short EUR Long GBP 5x Daily, WisdomTree Short JPY Long GBP 5x Daily, WisdomTree Short NOK Long GBP 5x Daily, WisdomTree Short NZD Long GBP 5x Daily, WisdomTree Short SEK Long GBP 5x Daily and WisdomTree Short USD Long GBP 5x Daily.
"5 Times Leveraged Short USD Currency Securities"	means each of WisdomTree Short AUD Long USD 5x Daily, WisdomTree Short CAD Long USD 5x Daily, WisdomTree Short

	CHF Long USD 5x Daily, WisdomTree Short GBP Long USD 5x Daily, WisdomTree Short JPY Long USD 5x Daily, WisdomTree Short NOK Long USD 5x Daily, WisdomTree Short NZD Long USD 5x Daily and WisdomTree Short SEK Long USD 5x Daily.
"5 Times Long Currency Indices"	means the Currency Indices referred to under the heading *"MSFXSM Indices"* in Part 3 *(Description of Currency Indices).*
"5 Times Short Currency Indices"	means the Currency Indices referred to under the heading *"MSFXSM Indices"* in Part 3 *(Description of Currency Indices)*.
"Additional Closing Fee"	has the meaning set out under the heading "*Additional Closing Fee*"
"Additional Redemption Fee"	has the meaning set out under the heading "Additional Redemption
"Adjusted €STR" or "Adjusted Euro Short-Term Rate"	means €STR plus 8.5 basis points].
"Affected Counterparty"	has the meaning under the heading *"Consolidation and division"* in Part 4 *(Description of Collateralised Currency Securities).*
"Affected CTC Collateral Pool"	has the meaning under the heading "*Consolidation and division*" in Part 4 *(Description of Collateralised Currency Securities)*.
"Agreed Pricing"	has the meaning under the heading "*Applications and Redemptions*"
"Amendment Date"	means 10th April 2017.
"Applicant"	means an Authorised Participant who makes an Application for Collateralised Currency Securities.
"Application"	means an offer by an Applicant to the Issuer to subscribe for Collateralised Currency 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.
"Application Fee"	means the fee payable by an Applicant to the Issuer in respect of the issue of Collateralised Currency Securities.
"Application Form"	means the application form to be used in connection with the Programme.
"Application Monies"	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.
"AUD"	means the lawful currency of Australia.
"Authorised Person"	means a person authorised by the Financial Conduct Authority or the Prudential Regulation Authority for the purposes of the FSMA.
"Board"	means the board of directors of the Issuer.
"BONY"	means the Bank of New York Mellon, London Branch, having its principal office at One Canada Square, London E14 5AL.
"BONY Accounts"	means the BONY Custody Account and the Collateral Receiver Account.
"BONY Custody Account"	has the meaning under the heading "*Custody Agreement*" in Part 8 *(Summary of Transaction Documents*).
"BRL"	means the lawful currency of Brazil.
"CAD"	means the lawful currency of Canada.

“Cash Account”	means a cash account held with an Account Bank.
“Central Bank”	means the Central Bank of Ireland.
“Certificated or Certificated Form”	means not in Uncertificated Form.
"CHF"	means the lawful currency of Switzerland.
“Closing”	means, in respect of a Currency Transaction, the “Closing” of a Currency Transaction as defined under the Facility Agreement relevant to such Currency Transaction.
“Closing Fee Transaction”	means a “Shortfall Closing Transaction” or “Equivalent ClosingTransaction” (each as defined in the MSIP Facility Agreement to describe transactions which wholly or partially Close Currency Transactions to correspond with Redemptions of underlying Collateralised Currency Securities), subject to certain exceptions specified in the MSIP Facility Agreement.
“Closing Notice”	means an Index Closing Notice or an Agreed Closing Notice.
“CNY”	means the lawful currency of the Republic of China.
“CNY Securities”	means each of WisdomTree Long CNY Short USD and WisdomTree Short CNY Long USD.
“Collateral Administration Agreement”	has the meaning, in respect of a Currency Transaction Counterparty, given to it in the Facility Agreement with that Currency Transaction Counterparty and includes an agreement of that name between the Issuer and BONY dated 5 November 2009 (as supplemented by a supplemental agreement between the Issuer and BONY dated 3 October 2018).
“Collateralised Currency Securities” or **“Currency Securities”**	means 221 classes of Collateralised Currency Securities which have been authorised for issue as described in this Prospectus together with any further securities that may be issued from time to time.
“Collateral Receiver Account”	has the meaning under the heading “*Collateral Administration Agreement*” in Part 8 (*Summary of Transaction Documents*).
“**Commodity-linked Currencies**”	means the currencies of certain countries whose economies heavily depend on the export of commodities being as at the date of this Prospectus the Australian Dollar, New Zealand Dollar, Norwegian Krona and Canadian Dollar.
“Compulsory Closing Amount”	means in respect of a Compulsory Closing Date and a class of Currency Transactions, where such Compulsory Closing Date is notified in accordance with: (a) clauses 10.2 or 10.3 of the Facility Agreement, the total Volume of the Currency Transaction of such class outstanding as at the end of the Pricing Day immediately preceding the Compulsory Closing Date; and (b) clause 12.6(b) of the Facility Agreement, the proportion of the Volume of the Currency Transaction of that class corresponding with the number of Currency Securities of that class specified by the Issuer with respect to a particular Security Holder (a Prohibited US Person or Prohibited Benefit Plan Investor).

"Compulsory Closing Date"	has the meaning under the heading "*MSIP Facility Agreement*" in Part 8 (*Summary of Transaction Documents*).
"Core Function"	in respect of a Currency Transaction Counterparty, has the meaning given to it in the Facility Agreement with that Currency Transaction Counterparty and in respect of the MSIP Facility Agreement has the meaning given under the heading "Master Confirmation Agreement" in Part 8 (Summary of Transaction Documents).
"Counterparty Account"	has the meaning under the heading "*Accounts and Collateral Administration*" in Part 1 (*General*).
"Creation Limits"	means the limits under each Facility Agreement on creation of Currency Transactions (and corresponding limits on issue of Collateralised Currency Securities).
"Creation Notice"	means an Index Creation Notice or an Agreed Creation Notice.
"CREST"	means the system of paperless settlement of transfers and the holding of securities in Uncertificated Form administered by Euroclear UK & International Limited (formerly Euroclear UK & Ireland Limited).
"CTC Enforcement Event"	in relation to a Security Deed, has the meaning given to it in that Security Deed (and CTC Enforcement Event relates to the Counterparty Collateral Pool the subject of such Security Deed). Under the Security Deed relating to MSIP described under Part 7 (*Description of Security*), it means an event which is an Event of Default or an Additional Termination Event under the MSIP ISDA Master Agreement in respect of which the Issuer is the Defaulting Party or the sole Affected Party, as applicable (each as defined in the MSIP ISDA Master Agreement).
"Currency"	means each of AUD, BRL, CAD, CHF, CNY, CZK, Euro, GBP, HUF, ILS, JPY, MXN, NZD, NOK, SEK, SGD, USD and ZAR.
"Currency Indices" or **"MSFX^{SM} Indices"**	means the MSFXSM Indices calculated and published by Morgan Stanley & Co. LLC which the Collateralised Currency Securities are priced by reference to.
"Currency Pair"	has the meaning given to it under the heading "*Currency Indices*" in Part 1 (*General*) and refers to a USD Currency Pair, a Euro Currency Pair, a GBP Currency Pair or any other currency pair which might subsequently be added to the Programme.
"Custody Agreement"	has the meaning, in respect of a Currency Transaction Counterparty, given to it in the Facility Agreement with that Currency Transaction Counterparty and includes an agreement of that name between the Issuer, ETFSL and BONY dated 5 November 2009.
"CZK"	means the lawful currency of the Czech Republic.
"Daily Currency Exposure"	has the meaning given to such term under the heading "*Currency Indices*" in Part 1 (*General*).
"Daily Collateral Yield"	has the meaning given to such term under the heading "*Calculation of the Currency Indices*" in Part 3 (*Description of Currency Indices*).
"Daily Repurchase Transaction"	has the meaning given to such term under the heading "*Daily Repurchase Transactions*" in Part 6 (*Description of Daily Repurchase Transactions and Collateral Administration*).

"Deliverable Currency"	has the meaning given to such term under the heading "*Deliverable Currencies*" in Part 3 (*Description of Currency Indices*).
"Deliverable Forward Contracts"	has the meaning given to such term under the heading "*Deliverable Currencies*" in Part 3 (*Description of Currency Indices*).
"Developed Market Currencies"	means each of AUD, CAD, CHF, Euro, GBP, JPY, NOK, NZD, SEK and USD.
"Double Leveraged Long Collateralised Currency Securities"	means each of the Double Leveraged Long EUR Currency Securities and the Double Leveraged Long USD Currency Securities.
"Double Leveraged Long EUR Currency Securities"	means each of WisdomTree Long CHF Short EUR 2x Daily, WisdomTree Long GBP Short EUR 2x Daily, WisdomTree Long JPY Short EUR 2x Daily, WisdomTree Long NOK Short EUR 2x Daily and WisdomTree Long SEK Short EUR 2x Daily.
"Double Leveraged Long USD Currency Securities"	means each of WisdomTree Long AUD Short USD 2x Daily, WisdomTree Long CAD Short USD 2x Daily, WisdomTree Long CHF Short USD 2x Daily, WisdomTree Long EUR Short USD 2x Daily, WisdomTree Long GBP Short USD 2x Daily, WisdomTree Long JPY Short USD 2x Daily, WisdomTree Long NOK Short USD 2x Daily, WisdomTree Long NZD Short USD 2x Daily and WisdomTree Long SEK Short USD 2x Daily.
"Double Leveraged Short Collateralised Currency Securities"	means each of the Double Leveraged Short EUR Currency Securities and the Double Leveraged Short USD Currency Securities.
"Double Leveraged Short EUR Currency Securities"	means each of WisdomTree Short CHF Long EUR 2x Daily, WisdomTree Short GBP Long EUR 2x Daily, WisdomTree Short JPY Long EUR 2x Daily, WisdomTree Short NOK Long EUR 2x Daily and WisdomTree Short SEK Long EUR 2x Daily.
"Double Leveraged Short USD Currency Securities"	means each of WisdomTree Short AUD Long USD 2x Daily, WisdomTree Short CAD Long USD 2x Daily, WisdomTree Short CHF Long USD 2x Daily, WisdomTree Short EUR Long USD 2x Daily, WisdomTree Short GBP Long USD 2x Daily, WisdomTree Short JPY Long USD 2x Daily, WisdomTree Short NOK Long USD 2x Daily, WisdomTree Short NZD Long USD 2x Daily and WisdomTree Short SEK Long USD 2x Daily.
"Double Long Currency Indices"	means the Currency Indices referred to under the heading "*MSFX*SM *Indices*" in Part 3 (*Description of Currency Indices*).
"Double Short Currency Indices"	means the Currency Indices referred to under the heading "*MSFX*SM *Indices*" in Part 3 (*Description of Currency Indices*).
"Eligible Collateral"	means securities and/or cash specified as such in an Eligible Collateral Agreement and, in respect of the Eligible Collateral Agreement between MSIP, the Issuer and the Collateral Administrator in respect of MSIP, has the meaning under the heading "*Eligible Collateral*" in Part 6 (*Description of Daily Repurchase Transactions and Collateral Administration*).
"Emerging Market Currencies"	means each of BRL, CNY, CZK, HUF, ILS, MXN, SGD and ZAR.
"Equivalent Currency Transaction"	means a Currency Transaction or amendment to the terms of a Currency Transaction as defined in the MSIP Facility Agreement.

"ETFSL"	means (ETFS Capital Limited formerly ETF Securities Limited), a company incorporated and registered in Jersey, with registered number 88370.
"EUR Developed Market Currency Securities"	means the Long EUR Currency Securities, the Short EUR Currency Securities, the Double Leveraged Long EUR Currency Securities, the Double Leveraged Short EUR Currency Securities, the Triple Leveraged Long EUR Currency Securities, the Triple Leveraged Short EUR Currency Securities, the 5 Times Leveraged Long EUR Currency Securities and the 5 Times Leveraged Short EUR Currency Securities.
"Euro"	means the lawful currency of the participating member states of the European Union adopted in accordance with the Treaty establishing the European Communities, as amended by the Treaty on European Union.
"Euronext Dublin"	means the Irish Stock Exchange plc trading as Euronext Dublin
"Euro Currency Pair"	has the meaning under the heading "Currency Indices" in Part 1 (General).
"Euro Currency Transaction"	means a Currency Transaction under which the payment obligations of the Issuer and the Currency Transaction Counterparty are denominated in Euros (other than payment obligations arising in respect of any "Early Termination Amount" under the Relevant ISDA Master Agreement).
"Euro Repo"	means a repurchase transaction entered into by the Issuer and a currency Transaction Counterparty subject to and governed by a Global Master Repurchase Agreement under which the payment obligations of the parties are denominated in Euros (other than in the case of any sum payable pursuant to clause 10(c) of such Global Master Repurchase Agreement).
"Euro Repo Amount"	has the meaning set out under the heading "*Daily Repurchase Transactions*" in Part 6 (*Description of Daily Repurchase Transactions and Collateral Administration)*.
"Exempt Person"	means a person who, in entering into and performing the terms of an Authorised Participant Agreement, is acting in the course of a business comprising a regulated activity in relation to which it is exempt from the need to be an Authorised Person as a result of a provision of the FSMA or associated secondary legislation.
"Existing Security"	has the meaning given under Condition 15.5 in Part 10 (*Terms and Conditions of Collateralised Currency Securities*).
"Facility Agreements"	means the agreements of that name between the Issuer and different Currency Transaction Counterparties providing for the creation and closing of Currency Transactions including an agreement of that name between the Issuer and MSIP dated 5 November 2009 as amended and restated on 14 June 2010, 31 December 2010, 23 June 2014, 19 September 2014 and 21 December 2021 respectively (the **MSIP Facility Agreement** and, for so long as MSIP is the only Currency Transaction Counterparty, the **Facility Agreement**).
"FCA"	means the Financial Conduct Authority of the United Kingdom.
"FCA Handbook"	means the FCA's Handbook of Rules and Guidance.
"**Final Terms**"	means final terms in or substantially in the form annexed hereto and for final terms delivered to the Central Bank or any other party

	for use in a Europe Economic Area State means final terms within the meaning of the Prospectus Regulation and for final terms delivered to the FCA or any other party for use in the United Kingdom means final terms within the meaning of the Prospectus Regulation Rules.
"Forward Contract"	in respect of a Deliverable Currency means a Spot Next Currency Forward or a Tom Next Currency Forward and, in respect of a Non-Deliverable Currency, a Non-Deliverable Forward Contract.
"FSMA"	means the Financial Services and Markets Act 2000.
"GBP"	means the lawful currency of the United Kingdom.
"GBP Currency Pair"	has the meaning set out under the heading "*Currency Indices*" in Part 1 (*General*).
"GBP Currency Transaction"	means a Currency Transaction under which the payment obligations of the Issuer and the Currency Transaction Counterparty are denominated in GBP (other than the payment obligations arising in respect of any "Early Termination Amount" under the Relevant ISDA Master Agreement).
"GBP Developed Market Currency Securities"	means the Long GBP Currency Securities, the Short GBP Currency Securities, the Triple Leveraged Long GBP Currency Securities, the Triple Leveraged Short GBP Currency Securities, the 5 Times Leveraged Long GBP Currency Securities and the 5 Times Leveraged Short GBP Currency Securities.
"GBP Repo Amount"	has the meaning set out under the heading "*Daily Repurchase Transactions*" in Part 6 (*Description of Daily Repurchase Transactions and Collateral Administration*).
"GBP Repo"	means a repurchase transaction entered into by the Issuer and a Currency Transaction Counterparty subject to and governed by a Global Master Repurchase Agreement under which the payment obligations of the parties are denominated in GBP (other than in the case of any sum payable pursuant to clause 10(c) of such Global Master Repurchase Agreement).
"Global Master Repurchase Agreements" or "Repo"	means the agreements of that name between the Issuer and the Currency Transaction Counterparties governing Repos including an agreement of that name between the Issuer and MSIP dated 5 November 2009 (the **MSIP GMRA** and, for so long as MSIP is the only Currency Transaction Counterparty, the **GMRA**).
"HoldCo"	means WisdomTree Holdings Jersey Limited (formerly ETFS Holdings (Jersey) Limited), a company incorporated in Jersey with registered number 106817.
"HUF"	means the lawful currency of the Republic of Hungary.
"Index Business Day"	means in respect of any class, a day on which the Currency Index for such class is scheduled to be published in accordance with the Manual.
"Index Good-Day"	has the meaning given to such term in the Manual.
"Index Pricing"	has the meaning set out under the heading "*Applications and Redemptions*" in Part 5 (*Description of Collateralised Currency Securities*).
"Index Sponsor"	means any entity which calculates and publishes a Currency Index.

"Initial Calculation Date" has the meaning set out under the heading "*MSFX*^{SM} *Indices*" in Part 4 (*Description of Currency Indices*).

"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.

"ILS" means the lawful currency of Israel.

"ISDA Master Agreements" means the agreements of that name between the Issuer and different Currency Transaction Counterparties governing Currency Transactions including the amended and restated 2002 ISDA Master Agreement between the Issuer and MSIP dated 23 June 2014 and the amended and restated master confirmation agreement between the Issuer and MSIP dated 23 June 2014 together with each transaction's confirmation supplement thereto (the **MSIP ISDA Master Agreement** and, for so long as MSIP is the only Currency Transaction Counterparty, the **ISDA Master Agreement**).

"JPY" means the lawful currency of Japan.

"Leveraged Collateralised Currency Securities" means each of the Double Leveraged Long Collateralised Currency Securities, the Double Leveraged Short Collateralised Currency Securities, the Triple Leveraged Long Collateralised Currency Securities, the Triple Leveraged Short Collateralised Currency Securities, the 5 Times Leveraged Long Collateralised Currency Securities and the 5 Times Leveraged Short Collateralised Currency Securities.

"Leverage Factor" means a factor of -1, -2 , +2, -3, +3, -5 or +5 which is applied to the Daily Currency Exposure of the relevant Currency Securities.

"Listing" means in respect of any class of Collateralised Currency Securities, the admission of such class to the UK Official List in accordance with the Listing Rules and the admission to trading of such class on the London Stock Exchange's regulated market (or any such regulated market if the London Stock Exchange has at any time more than one such market) becoming effective.

"Listing Agreement" has the meaning given under the heading **"***General***"** in Part 15 **(***Additional Information***)**

"Listing Rules" means the listing rules of the FCA made under section 73A of FSMA

"Liquidity Facility" means an overnight overdraft or overnight loan facility (the interest rate in respect of which has been approved in advance by MSIP) provided to the Issuer by the Collateral Administrator and, for the avoidance of doubt, any overdraft or loan provided under such facility shall be regarded as made under a Daily Payment Amount Facility or under a Redemption Liquidity Facility (and "overnight" for these purposes refers to an overdraft or loan made on any day for repayment on the next Repo Day).

"London 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 London.

"Long Currency Indices" means the Currency Indices specified as such under the heading "*MSFX*^{SM} *Indices"* in Part 3 *(Description of Currency Indices)*.

"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.
"Long EUR Currency Securities"	means each of WisdomTree Long AUD Short EUR, WisdomTree Long CAD Short EUR, WisdomTree Long CHF Short EUR, WisdomTree Long GBP Short EUR, WisdomTree Long JPY Short EUR, WisdomTree Long NOK Short EUR, WisdomTree Long NZD Short EUR, WisdomTree Long SEK Short EUR and WisdomTree Long USD Short EUR.
"Long USD Developed Market Currency Securities"	means each of WisdomTree Long AUD Short USD, WisdomTree Long CAD Short USD, WisdomTree Long CHF Short USD, WisdomTree Long EUR Short USD, WisdomTree Long GBP Short USD, WisdomTree Long JPY Short USD, WisdomTree Long NOK Short USD, WisdomTree Long NZD Short USD and WisdomTree Long SEK Short USD.
"Long USD Emerging Market Currency Securities"	means each of WisdomTree Long BRL Short USD, WisdomTree Long CNY Short USD, WisdomTree Long CZK Short USD, WisdomTree Long HUF Short USD, WisdomTree Long ILS Short USD, WisdomTree Long MXN Short USD, WisdomTree Long SGD Short USD and WisdomTree Long ZAR Short USD.
"Main Index"	means each index described as a Main Index in Schedule 1 to the Eligible Collateral Agreement.
"Main Index Security"	means any equity security (whether preferred or common stock) of an issuer of such obligation which is a member of a Main Index (a **Main Index Equity**) or American depositary receipt representing such Main Index Equity.
"Main Market"	means the Main Market of the London Stock Exchange.
"Management Fee"	means, in respect of any class of Collateralised Currency Securities, the management fee rate per annum payable by the Issuer to ManJer as set out in the Services Agreement (as the same may be amended from time to time).
"Management Fee Amount"	means, in respect of any Underlying Currency Security on any day, the amount to be deducted from the Price of such security in respect of the Management Fee for such day pursuant to the pricing formula (and on the date on which such Underlying Currency Security is issued, also includes each such amount to be deducted in respect of each day since the date of the Application for the security).
"ManJer"	means WisdomTree Management Jersey Limited (formerly ETFS Management Company (Jersey) Limited), a company incorporated in Jersey with registered number 106921.
"Manual"	means the MSFX^{SM} Indices Manual published by MS&CO
"Master Confirmation Agreement"	means the amended and restated master confirmation agreement dated 23 June 2014 entered into by the Issuer and MSIP.
"Maximum Closing Limit"	means, in respect of a class of Currency Transactions, a maximum limit on the amount or volume by which a Currency Transaction of such class may be closed in accordance with a Facility Agreement governing any such closing as agreed between the parties to such Facility Agreement from time to time.

"MiFID II" means EU Directive 2014/65/EU (the Markets in Financial Instruments Directive), as amended.

"Minimum Closing Limit" means, in respect of a class of Currency Transactions, a minimum limit on the amount or volume by which a Currency Transaction of such class may be closed in accordance with a Facility Agreement governing any such closing as agreed between the parties to such Facility Agreement from time to time.

"Minimum Creation Volume" means the minimum creation volume specified as such under the heading "*Applications and Redemptions*" in Part 4 (*Description of Collateralised Currency Securities*).

"Moody's" means Moody's Investors Service Inc. (or any successor to the ratings business thereof).

"Morgan Stanley Group" means MSIP and each of its Affiliates.

"MS&CO" means Morgan Stanley & Co. LLC.

"MSFX^{SM} Indices Committee" means the committee established as such pursuant to the Manual.

"MSFX Website" has the meaning given under the heading "*MSFX^{SM} Indices*" in Part 3 (*Description of Currency Indices*).

"MSIP Additional Closing Fee" has the meaning given to it under the heading "*Additional Redemption Fee for CNY Securities*" in Part 1 (*General*).

"MSIP Global Master Repurchase Agreement" means the TBMA/ISMA Global Master Repurchase Agreement (2000 Version) dated on or about the Effective Date entered into by the Issuer and MSIP.

"MXN" means the lawful currency of United Mexican States.

"NDF" has the meaning under the heading "*Non-Deliverable Currencies*" in Part 3 (*Description of Currency Indices*).

"Net Adjustment Amount" means, in respect of a Repo entered into on a Repo Day (Day T), a positive or negative amount in the Relevant Currency equal to:

(a) the sum of all cash in the Relevant Currency received into the Creation Account in respect of a Creation of Collateralised Currency Securities denominated in that currency on and since the next preceding Repo Day which was not also a Collateral Administrator Suspension Day (excluding any cash received on Day T); LESS

(b) the sum of all Redemption Amounts in the Relevant Currency due and payable by the Issuer under the Conditions on the Repo Day next following Day T.

"New Class Securities" means the 5 Times Leveraged Collateralised Currency Securities.

"NOK" means the lawful currency of Norway.

"Non-Deliverable Currency" has the meaning under the heading "*Non-Deliverable Currencies*" in Part 3 (*Description of Currency Indices*).

"Non-Deliverable Forward Contract" has the meaning under the heading "*Non-Deliverable Currencies*" in Part 3 (*Description of Currency Indices*).

"Notice Deadline" means:

(i) in respect of Currency Securities other than CNY Securities, on a Pricing Day, 2.30 p.m. (London time) or such other time notified by MSIP to FXL as the Notice Deadline in respect of a particular Pricing Day, Currency Transaction or generally; or

(ii) in respect of CNY Securities, on a London Business Day, 5 p.m. (London time) or such other time notified by MSIP to FXL as the Notice Deadline in respect of a particular Pricing Day, London Business Day, Currency Transaction or generally.

"NZD"	means the lawful currency of New Zealand.
"Official List"	means the official list maintained by Euronext Dublin.
"One-Month T-Bill rate"	has the meaning given to such term in the Manual.
"Overseas Person"	means a person who (a) carries on activities of the kind specified by any of articles 14, 21, 25, 25A, 25B, 25C, 25D, 25E, 37, 39A, 40, 45, 51ZA, 51ZB, 51ZC, 51ZD, 51ZE, 52, 53, 53A, 53B, 53C, 53D61, 63B, 63F, 63J of the RAO or, so far as relevant to any of those articles, article 64 (or activities of a kind which would be so specified but for the exclusion in article 72); but (b) does not carry on any such activities, or offer to do so, from a permanent place of business maintained by him in the United Kingdom.
"Pricing Day"	means, in respect of a Currency Transaction of any class, an Index Business Day for that class which is not a Index Disruption Day for that class.
"Primary Index"	means each index described as a Primary Index in Schedule 1 to the Eligible Collateral Agreement.
"Priority Waterfall"	means the priority waterfall set out under the heading "*Priority Waterfall*" in Part 7 (*Description of Security*).
"Processing Fee"	means on any date an amount equivalent to the aggregate amount which the Issuer has received (including by way of set-off) in respect of Application Fees and Redemption Fees less the aggregate amount of Processing Fees which the Issuer has paid to ManJer under the Services Agreement as at that date.
"Programme"	means the programme for the issue of Collateralised Currency Securities described in this document.
"Prospective Regulation"	Regulation (EU) 2017/1129 of the European Parliament and of the Counsel of 14 June 2017, as amended.
"Prospectus Directive"	means Directive 2003/71/EC of the European Parliament and the Council of 4 November 2003, as amended.
"Prospectus Regulation Rules"	means the prospectus rules of the FCA from time to time, made under section 73A of FSMA.
"Prudential Regulation Authority"	means the Prudential Regulation Authority of the United Kingdom.
"RAO"	means the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, as amended, made under the FSMA.
"Registrar Agreement"	means the agreement for the provision of registry and associated services between Computershare Investor Services (Jersey) Limited, Issuer and the Trustee dated 31 December 2012.
"Relevant Class"	has the meaning under the heading "*Consolidation and division*" in Part 4 (*Description of Collateralised Currency Securities*).
"Relevant Currency"	means:

(a) in relation to a Euro Currency Transaction, Euro Repo or Euro Currency Security, Euros;

(b) in relation to a GBP Currency Transaction, GBP Repo or GBP Currency Security, GBP; and

(c) in relation to a USD Currency Transaction, USD Repo or USD Currency Security, USD.

"Relevant Repo Amount"	means: (a) in relation to a Euro Repo, the Euro Repo Amount; (b) in relation to a GBP Repo, the GBP Repo Amount; and (c) in relation to a USD Repo, the USD Repo Amount.
"Relevant Securities"	has the meaning in Part 7 (*Description of Security*).
"RIS"	means a Regulatory Information Service (as defined for the purposes of the Listing Rules) from time to time chosen by the Issuer.
"Secondary Index"	means each index described as a Secondary Index in Schedule 1 to the Eligible Collateral Agreement.
"Secondary Index Security"	means any equity security (whether preferred or common stock) of an issuer of such obligation (a **Secondary Index Equity)** or American depositary receipt representing such Secondary Index Equity.
"Secured Property"	has the meaning given to it in the Security Deed.
"Security Deed"	means, for any class of Collateralised Currency Security, each security deed over a Counterparty Collateral Pool relevant to such class, entered into between the Issuer and the Security Trustee including the deed of that name between the Issuer, the Security Trustee, the Trustee, MSIP and ManJer dated 5 November 2009 (as amended by two deeds of amendment dated 14 June 2010 and 31 December 2010 respectively) in respect of the Counterparty Collateral Pool relating to MSIP (for so long as MSIP is the only Currency Transaction Counterparty, the **Security Deed**).
"Services Agreement"	means the agreement between the Issuer and ETFSL dated 5 November 2009 as novated to the Issuer and ManJer pursuant to a novation agreement dated 31 December 2010 in respect of the provision of services by ManJer to the Issuer in connection with the Programme or any replacement agreement which the Issuer may agree from time to time, in respect of the provision of such services with any of its Affiliates.
"SEK"	means the lawful currency of the Kingdom of Sweden.
"Settled Volume"	has the meaning given under the heading "*Volume of Currency Transactions*" in Part 5 (*Description of Currency Transactions*).
"Settlement Agreement"	has the meaning given under the heading "*General*" in Part 13 (*Additional Information*).
"SGD"	means the lawful currency of the Republic of Singapore.
"Short Collateralised Currency Securities"	means each of the Short GBP Currency Securities, the Short EURO Currency Securities and the Short USD Developed Market Currency Securities.

"Short Currency Indices"	means the Currency Indices referred to under the heading "*MSFX^{SM} Indices*" in Part 3 (*Description of Currency Indices*).
"Short EUR Currency Securities"	means each of WisdomTree Short AUD Long EUR, WisdomTree Short CAD Long EUR, WisdomTree Short CHF Long EUR, WisdomTree Short GBP Long EUR, WisdomTree Short JPY Long EUR, WisdomTree Short NOK Long EUR, WisdomTree Short NZD Long EUR, WisdomTree Short SEK Long EUR and WisdomTree Short USD Long EUR.
"Short GBP Currency Securities"	means each of WisdomTree Short AUD Long GBP, WisdomTree Short CAD Long GBP, WisdomTree Short CHF Long GBP, WisdomTree Short EUR Long GBP, WisdomTree Short JPY Long GBP, WisdomTree Short NOK Long GBP, WisdomTree Short NZD Long GBP, WisdomTree Short SEK Long GBP and WisdomTree Short USD Long GBP.
"Short USD Developed Market Currency Securities"	means each of WisdomTree Short AUD Long USD, WisdomTree Short CAD Long USD, WisdomTree Short CHF Long USD, WisdomTree Short EUR Long USD, WisdomTree Short GBP Long USD, WisdomTree Short JPY Long USD, WisdomTree Short NOK Long USD, WisdomTree Short NZD Long USD and WisdomTree Short SEK Long USD.
"Short USD Emerging Market Currency Securities"	means each of WisdomTree Short BRL Long USD, WisdomTree Short CNY Long USD, WisdomTree Short CZK Long USD, WisdomTree Short HUF Long USD, WisdomTree Short ILS Long USD, WisdomTree Short MXN Long USD, WisdomTree Short SGD Long USD and WisdomTree Short ZAR Long USD.
"S&P"	means Standard & Poor's Rating Services, a division of the McGraw-Hill Companies Inc. (or any successor to the ratings business thereof).
"Spot Next Currency Forward"	means a transaction where a counterparty agrees to exchange some amount "A" of currency "X" against another currency "Y" at a certain rate two business days from the transaction date and receive back the same amount of currency "Y" against currency "X" at the same rate plus a spread three business days from the transaction date.
"Sterling Overnight Interbank Average Rate ("SONIA")"	has the meaning given to such term in the Manual.
"System"	means the system for requesting the issue and redemption of Collateralised Currency Securities and the creation and closing of Currency Transactions via the secure website intended to be maintained by the Issuer for such purpose as described under the heading "Applications and Redemptions — The System" in Part 4 (*Description of Collateralised Currency Securities*).
"Tom Next Currency Forward"	means a transaction where a counterparty agrees to exchange some amount "A" of currency "X" against another currency "Y" at a certain rate one business day from the transaction date and receive back the same amount "A" of currency "X" against currency "Y" at the same rate plus a spread two business days from the transaction date.
"Transparency Rules"	means the rules of the FCA relating to the notification and dissemination of information in respect of issuers of transferable securities and relating to major shareholdings made under section 73A of FSMA .

"Triple Leveraged Collateralised Currency Securities"	means each of Triple Leveraged Long Collateralised Currency Securities and Triple Leveraged Short Collateralised Currency Securities.
"Triple Leveraged Long Collateralised Currency Securities"	means Triple Leveraged Long EUR Currency Securities, Triple Leveraged Long USD Currency Securities and Triple Leveraged Long GBP Currency Securities.
"Triple Leveraged Long EUR Currency Securities"	means each of WisdomTree Long AUD Short EUR 3x Daily, WisdomTree Long CAD Short EUR 3x Daily, WisdomTree Long CHF Short EUR 3x Daily, WisdomTree Long GBP Short EUR 3x Daily, WisdomTree Long JPY Short EUR 3x Daily, WisdomTree Long NOK Short EUR 3x Daily, WisdomTree Long NZD Short EUR 3x Daily, WisdomTree Long SEK Short EUR 3x Daily and WisdomTree Long USD Short EUR 3x Daily.
"Triple Leveraged Long GBP Currency Securities"	means each of WisdomTree Long AUD Short EUR 3x Daily, WisdomTree Long CAD Short EUR 3x Daily, WisdomTree Long CHF Short EUR 3x Daily, WisdomTree Long GBP Short EUR 3x Daily, WisdomTree Long JPY Short EUR 3x Daily, WisdomTree Long NOK Short EUR 3x Daily, WisdomTree Long NZD Short EUR 3x Daily, WisdomTree Long SEK Short EUR 3x Daily and WisdomTree Long USD Short EUR 3x Daily.
"Triple Leveraged Long USD Currency Securities"	means each of WisdomTree Long AUD Short GBP 3x Daily, WisdomTree Long CAD Short GBP 3x Daily, WisdomTree Long CHF Short GBP 3x Daily, WisdomTree Long EUR Short GBP 3x Daily, WisdomTree Long JPY Short GBP 3x Daily, WisdomTree Long NOK Short GBP 3x Daily, WisdomTree Long NZD Short GBP 3x Daily,
"Triple Leveraged Short Collateralised Currency Securities"	means Triple Leveraged Short EUR Currency Securities, Triple Leveraged Short USD Currency Securities and Triple Leveraged Short GBP Currency Securities.
"Triple Leveraged Short EUR Currency Securities"	means each of WisdomTree Long AUD Short USD 3x Daily, WisdomTree Long CAD Short USD 3x Daily, WisdomTree Long CHF Short USD 3x Daily, WisdomTree Long EUR Short USD 3x Daily, WisdomTree Long GBP Short USD 3x Daily, WisdomTree Long JPY Short USD 3x Daily, WisdomTree Long NOK Short USD 3x Daily, WisdomTree Long NZD Short USD 3x Daily and WisdomTree Long SEK Short USD 3x Daily.
"Triple Leveraged Short GBP Currency Securities"	means each of WisdomTree Short AUD Long EUR 3x Daily, WisdomTree Short CAD Long EUR 3x Daily, WisdomTree Short CHF Long EUR 3x Daily, WisdomTree Short GBP Long EUR 3x Daily, WisdomTree Short JPY Long EUR 3x Daily, WisdomTree Short NOK Long EUR 3x Daily, WisdomTree Short NZD Long EUR 3x Daily, WisdomTree Short SEK Long EUR 3x Daily and WisdomTree Short USD Long EUR 3x Daily.
"Triple Leveraged Short USD Currency Securities"	means each of WisdomTree Short AUD Long USD 3x Daily, WisdomTree Short CAD Long USD 3x Daily, WisdomTree Short CHF Long USD 3x Daily, WisdomTree Short EUR Long USD 3x Daily, WisdomTree Short GBP Long USD 3x Daily, WisdomTree Short JPY Long USD 3x Daily, WisdomTree Short NOK Long USD 3x Daily, WisdomTree Short NZD Long USD 3x Daily and WisdomTree Short SEK Long USD 3x Daily.
"Triple Long Currency Indices"	means the Currency Indices referred to under the heading "*MSFX*^{SM} *Indices*" in Part 3 (*Description of Currency Indices*).

“Triple Short Currency Indices” means the Currency Indices referred to under the heading “*MSFX^{SM} Indices*” in Part 3 (*Description of Currency Indices*).

“Trust Instrument” means the trust instrument dated 5 November 2009, between the Issuer and the Trustee (as amended by supplemental trust instruments dated 14 June 2010, 31 December 2010, 23 June 2014list, 19 September 2014, 31 July 2019 and 28 May 2020) constituting Collateralised Currency Securities, including the schedules thereto as further amended and supplemented by trust instruments between the Issuer and the Trustee supplemental thereto.

“Unacceptable Authorised Participant” means, in relation to any Currency Transaction Counterparty, an Authorised Participant in respect of which that Currency Transaction Counterparty has given and not withdrawn notice under the relevant Facility Agreement that the Authorised Participant has ceased to be acceptable to such Currency Transaction 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.

“Underlying Currency Security” means in respect of any Currency Transaction of any class on any Pricing Day, any Currency Security to which such Currency Transaction relates.

“Underlying Number” means in relation to a Currency Transaction of any class on any day, a number determined in accordance with the relevant /Facility Agreement representing the amount of Collateralised Currency Securities which are in issue and have been settled and which are referable to such Currency Transaction.

“Underlying Unsettled Number” means in relation to a Currency Transaction of any class on any day, a number determined in accordance with the relevant Facility Agreement representing the amount of Collateralised Currency Securities which are in issue and have not been settled and which are referable to such Currency Transaction.

“UK Listing Authority” means the Financial Conduct Authority in its capacity as the competent authority for the purposes of Part VI of the FSMA.

“UK Official List” means the official list maintained by the UK Listing Authority for thepurposes of Part VI of FSMA.

"UK Prospectus Regulation" means the UK version of Regulation (EU) No 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC, which is part of UK law by virtue of the European Union (Withdrawal) Act 2018.

“US Dollars, USD or US$” means the lawful currency of the USA.

“USD Currency Pair” has the meaning under the heading “*Currency Indices*” in Part 1 (*General*).

“USD Currency Transaction” means a Currency Transaction under which the payment obligations of the Issuer and the Currency Transaction Counterparty are denominated in US Dollars (other than payment obligations arising in respect of any “Early Termination Amount” under the Relevant ISDA Master Agreement).

“USD Developed Market Currency Securities” means the Long USD Developed Market Currency Securities, the Short USD Developed Market Currency Securities, the Double Leveraged Long USD Currency Securities, the Double Leveraged Short USD Currency Securities, the Triple Leveraged Long USD Currency Securities, the Triple Leveraged Short USD Currency Securities, the 5 Times Leveraged Long USD Currency Securities and the 5 Times Leveraged Short USD Currency Securities.

“USD Emerging Market Currency Securities” means the Long USD Emerging Market Currency Securities and the Short USD Emerging Market Currency Securities.

“USD Repo” means a repurchase transaction entered into by the Issuer and a Currency Transaction Counterparty subject to and governed by a Global Master Repurchase Agreement under which the payment obligations of the parties are denominated in US Dollars (other than in the case of any sum payable pursuant to clause 10(c) of such Global Master Repurchase Agreement).

“USD Repo Amount” has the meaning set out under the heading “*Daily Repurchase Transactions*” in Part 6 (*Description of Daily Repurchase Transactions and Collateral Administration*).

“Unsettled Volume” has the meaning given under the heading “*Volume of Currency Transactions*” in Part 5 (*Description of Currency Transactions*).

“Value” means in respect of Eligible Collateral transferred or to be transferred under any Euro Repo, GBP Repo or USD Repo, the value of such Eligible Collateral as determined by the Collateral Administrator in accordance with the Collateral Administration Agreement and Eligible Collateral Agreement and, where such value is denominated in a currency other than the Relevant Currency for such Repo, converted into such currency at a prevailing market rate of exchange selected by the Collateral Administrator.

“Volume” has the meaning given under the heading “*Volume of Currency Transactions*” in Part 5 (*Description of Currency Transactions*), other than in respect of the terms and conditions of Collateralised Currency Securities set out in Part 10, in which case it has the meaning given to it in those terms and conditions.

“Wire Cut-Off” means:

(a) in respect of payments to be made by the Issuer to the Currency Transaction Counterparty in respect of Daily Payment Amounts denominated:

(i) in Euros, 2 p.m. (London time);

(ii) in GBP, 3 p.m. (London time); and

(iii) in USD, 7 p.m. (London time);

(b) in respect of payments to be made by the Currency Transaction Counterparty to the Issuer in respect of Daily Payment Amounts denominated:

(i) in Euros, 12.30 p.m. (London time);

(ii) in GBP,1.30 p.m. (London time); and

(iii) in USD, 3.30 p.m. (London time),

	or such other times as may be agreed between the Issuer and the Currency Transaction Counterparty from time to time.
"ZAR"	means the lawful currency of the Republic of South Africa.

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.

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, the European Union (Withdrawal Agreement) Act 2020 of the UK and any other applicable UK legislation in relation to the "on-shoring" of retained EU law.

DIRECTORS, SECRETARY AND ADVISERS

Directors of the Issuer	Christopher Foulds Bryan Governey Steven Ross Peter M. Ziemba All the Directors are non-executive
Secretary of the Issuer	R&H Fund Services (Jersey) Ltd
Registered Office of the Issuer and address of directors and secretary of the issuer	The address of all the Directors and 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 https://www.wisdomtree.eu
Management and administration service provider	WisdomTree Management Jersey Limited Ordnance House 31 Pier Road St. Helier Jersey JE4 8PW Channel Islands
Trustee	The Law Debenture Trust Corporation p.l.c. Eighth Floor 100 Bishpsgate London EC2N 4AG United Kingdom
English Legal Advisers to the Issuer	Reed Smith LLP The Broadgate Tower 20 Primrose Street London EC2A 2RS United Kingdom
Jersey Legal Advisers to the Issuer	Mourant Ozannes (Jersey) LLP 22 Grenville Street St. Helier Jersey JE4 8PX Channel Islands
Belgian Legal Advisers to the Issuer	Janson Baugniet Chassée de la Hulpe 187 Terhulpsesteenweg 187 B-1170 Brussels Belgium
Dutch legal Advisers to the Issuer	Stibbe N.V. Beetovenplein 10 1077 WM Amsterdam The Netherlands

German Legal Advisers to the Issuer	Dechert LLP Erika-Mann Straβe, 5 80636 Munich Germany
French Legal Advisers to the Issuer	Reed Smith LLP 112 Avenue Kléber 75116 Paris France
Italian Legal Advisers to the Issuer	CBA Studio Legale e Tributario Galleria San Carlo 6 20122 Milano Italy
Danish Legal Advisers to the Issuer	DLA Piper Denmark Law Firm P/S Raadhuspladsen 4 DK-1550 Copenhagen V Denmark
Spanish Legal Advisers to the Issuer	Cuatrecases, Gonçalves Pereira C/Almagro, 9-28010 Madrid Spain
Swedish Legal Advisers to the Issuer	Harvest Advokatbyrå AB Haamngatan 15 Box 7225 103 89 Stockholm
Austrian Legal Advisers to the Issuer	DORDA Rechtsanwälte GmhH Universitätsring 10 1010 Vienna Austria
Polish Legal Advisors to the Issuer	Wardynski & Partners Al. Ujazdowskie 10 00-478 Warsaw Poland
Luxembourgish Legal Advisors to the Issuer	Simmons & Simmons Luxembourg LLP Royal Monterey, 26A Bd Royal, 2449 Luxembourg
Finnish Legal Advisers to the Issuer	Dittmar & Indrenius Pohjoisesplanadi 25A FI-00100 Helsinki Finland
Irish Legal Advisers to the Issuer	A&L Goodbody 3 Dublin Landings North Wall Quay Dublin 1 Ireland

Norwegian Legal Advisers to the Issuer	Wiersholm Dokkveien 1 6th Floor 0250 Oslo Norway
English Legal Advisers to the Trustee	Simmons & Simmons LLP CityPoint 1 Ropemaker Street London EC2Y 9SS United Kingdom
Jersey Legal Advisers to the Trustee	Ogier Ogier House The Esplanade St. Helier Jersey JE4 9WG Channel Islands
Auditors of the Issuer	Ernst & Young LLP Liberation House Castle Street St Helier Jersey JE1 1EY Channel Islands Ernst & Young LLP is a registered auditor with the Institute of Chartered Accountants in England and Wales
Registrar	Computersare Investor Services (Jersey) Limited 13 Castle Street St. Helier JE1 1ES Jersey Channel Islands

PART 1

GENERAL

Introduction

The Issuer is making available for issue 221 classes of Collateralised Currency Securities which are designed to provide investors with an exposure to foreign exchange rate movements without the need to open foreign currency bank accounts or to trade in the foreign exchange markets. Investors can buy and sell Collateralised Currency Securities through trading on the London Stock Exchange (or on the other stock exchanges on which they are admitted to trading as set out in Part 13 (*Additional Information*) and the applicable Final Terms).

Collateralised Currency Securities are intended to provide investors with the following:

- exposure to total return indices which comprise:
  - o exposure to changes in foreign exchange rates;
  - o and in some cases, exposure to local interest rates;
- obligations of the Issuer that are collateralised by, among other things, currency swaps and Eligible Collateral held in a Custody Account with the Custodian;
- long, short, leveraged long or leveraged short exposure to Developed Market Currency pairs;
- long or short exposure to Emerging Market Currency pairs which may otherwise be difficult to achieve due to restrictions on trading certain currencies;

by purchasing securities admitted to trading on the London Stock Exchange without the need to trade in currency derivatives or open bank accounts in different currencies (which may in turn be subject to varying degrees of credit risk).

The Collateralised Currency Securities provide exposure to the relevant underlying foreign exchange movements by tracking the performance of certain Currency Indices which are published by MS&CO and calculated in accordance with the methodology applicable to that class as set out in the Manual.

The Currency Indices consist of 221 tradable total return indices relating to:

1. (a) nine Developed Market Currencies valued relative to the USD;

   (b) nine Developed Market Currencies valued relative to the Euro;

   (c) nine Developed Market Currencies valued relative to GBP;

   ((a), (b) and (c) are referred to in the Prospectus as the **Developed Market Currency Pairs Indices**); and

2. nine Emerging Market Currencies valued relative to the US Dollar (the **Emerging Market Currency Pairs Indices** and together with the Developed Market Currency Pair Indices, the **Currency Pair Indices)**

For each of the Developed Market Currency Pairs, and Emerging Market Currency Pairs there is both a Long Currency Index and a Short Currency Index which provide a long (1x) or short (-1x) exposure to the relevant underlying. For the Developed Market Currency pairs, there are also Currency Indices which reflect a leveraged exposure to the relevant underlying of two times (2x), in the case of the Double Long Currency Indices, three times (3x), in the case of the Triple Long Currency Indices, five times (5x), in the case of the 5 Times Long Currency Indices, minus two times (-2x), in the case of the Double Short Currency Indices, minus three times (-3x), in the case of the Triple Short Currency Indices or minus five times (-5x), in the case of the 5 Times Short Currency Indices. Further information in relation to the Currency Indices and the underlying exposure they provide can be found in Part 3 (*Description of Currency Indices*).

To ensure that each class of Collateralised Currency Securities tracks the relevant Currency Index the Issuer has entered into unfunded swaps (Currency Transactions) against the Currency Indices with a Currency Transaction Counterparty. The payments under each Currency Transaction is calculated on each Pricing Day and is linked to the performance of the relevant Currency Index and payments on the Currency Transaction are settled between the Issuer and a Currency Transaction Counterparty by payment of the Daily Payment Amount which is also calculated on each Pricing Day. Further information on the Currency Transactions and the Daily Payment Amount can be found in Part 5 (*Description of Currency Transactions*).

As at the date of this Prospectus MSIP is the only Currency Transaction Counterparty.

In order to ensure that a Security Holder's exposure to the Issuer is collateralised by a diverse basket of securities rather than cash held by the Issuer at a bank, the Issuer and MSIP have agreed to enter into daily repurchase transactions (each a **Repo**) requiring the Issuer to use an amount equal to substantially all monies held by it attributable to the Collateralised Currency Securities (being monies received from an Authorised Participant on creation of the Collateralised Currency Securities and monies paid in respect of the Daily Payment Amount) to purchase Eligible Collateral from MSIP with a Value at least equal to the purchase price. Eligible Collateral purchased under the Repo will be held in one or more Custody Accounts at the Custodian which as at the date of this Prospectus is BONY. Further details relating to the Repo and the Eligible Collateral is set out in Part 6 (*Description of Daily Repurchase Transactions and Collateral Administration*).

The Currency Transactions, the Repos and the other assets have characteristics that demonstrate capacity to produce funds to service any amounts payable by the Issuer on the Redemption of the Collateralised Currency Securities.

Collateralised Currency Securities confer no right to receive Currencies. Rather, they are purely financial instruments which entitle Security Holders to a payment in the Relevant Currency on redemption.

Pricing and Trading of Collateralised Currency Securities

Pricing

The Price of each class of Collateralised Currency Securities will be calculated by reference to a formula on each Pricing Day. The Price reflects any change in the level of the relevant Currency Index and will also include a Daily Adjustment which deducts the (i) Management Fee payable to ManJer pursuant to the Services Agreement; and (ii) the Daily Spread in respect of the Currency Transactions of that class. The pricing formula is set out under the heading *Pricing of Collateralised Currency Securities* in Part 4 (*Description of Collateralised Currency Securities*) and worked examples are provided in Part 2 (*How does a Security Holder determine the value of their investment*).

The Price for each class of Collateralised Currency Security will be calculated by or on behalf of the Issuer as at the end of each Pricing Day and will be posted on the Issuer's website at https://www.wisdomtree.eu.

Listing and Trading

All Collateralised Currency Securities are fully transferable.

The Issuer will apply to Euronext Dublin for all Collateralised Currency Securities in issue or to be issued during the period of 12 months from the date of this Prospectus to be admitted to the Official List and trading on its regulated market. The admission to trading on Euronext Dublin is technical only and investors should be aware that there is no trading facility for the Collateralised Currency Securities there.

The Issuer has applied to the FCA for all Collateralised Currency Securities issued within 12 months of the date of this Prospectus to be admitted to the UK Official List and to the London Stock Exchange for all such Collateralised Currency Securities to be admitted to trading on its Main Market. However, an active secondary market on the Main Market may not develop in respect of all classes of Collateralised Currency Securities.

Investors should be aware that such admission to the UK Official List and trading on the Main Market are not offers made under the Prospectus Regulation, or admission to trading on a regulated market for the purposes of the Prospectus Regulation, as it applies in the European Union, but are such offers and admission to trading for the purposes of the UK Prospectus Regulation.

The standard settlement cycle for settlement of trades on the London Stock Exchange is currently two business days (T+2).

Any announcements made by the Issuer by RIS will be available, free of charge, on the website of the London Stock Exchange, http://www.londonstockexchange.com.

Certain classes of Collateralised Currency Securities are also listed and/or traded on certain other markets – see *General* in Part 13 (*Additional Information*).

Currency Indices

As described above, all Collateralised Currency Securities are priced off Currency Indices – the MSFX^{SM} Indices – which are calculated and published by MS&CO. These Currency Indices are total return indices that aim to replicate a fully collateralised investment in a Currency priced against either the US Dollar, the Euro or GBP. Further information in relation to the Currency Indices is set out in Part 3 (*Description of Currency Indices*).

Currency Transactions

To gain exposure to the movements in the Currency Indices, Currency Transactions are entered into with a Currency Transaction Counterparty on an unfunded basis. Each class of Currency Transaction will be referenced to the same Currency Index as the equivalent class of Collateralised Currency Securities and a Daily Payment Amount will be calculated (in the Relevant Currency) in respect of each Pricing Day depending on the change in the level of the relevant Currency Index since the preceding Pricing Day. If the level of the relevant Currency Index:

- increases since the preceding Pricing Day, the Currency Transaction Counterparty will incur an obligation to pay a Daily Payment Amount to the Issuer; and
- decreases since the preceding Pricing Day, the Issuer will incur an obligation to pay a Daily Payment Amount to the Currency Transaction Counterparty.

For each class of Currency Transaction, a Daily Payment Amount will normally be payable on each Repo Day that a Currency Transaction is outstanding. Where Daily Payment Amounts in respect of Currency Transactions of different classes with the same Currency Transaction Counterparty in the same Relevant Currency are payable on the same day the amounts will be netted so that a single amount in US Dollars, a single amount in Euros and a single amount in GBP will in each case be due by either the Currency Transaction Counterparty or the Issuer on such day.

Additional information about Currency Transactions is set out in Part 5 (*Description of Currency Transactions*).

Daily Repurchase Transactions

The MSIP Facility Agreement provides that a USD Repo, a Euro Repo and a GBP Repo will automatically be entered into between the Issuer and MSIP on each Repo Day which is not a Collateral Administrator Suspension Day.

The terms of each Repo require that:

- on the Repo Day (i) the Issuer purchases from MSIP Eligible Collateral for a purchase price equal to the Relevant Repo Amount and (ii) MSIP transfers to the Issuer such Eligible Collateral with a Value on such Repo Day at least equivalent to the Relevant Repo Amount; and
- on the next following Repo Day (i) MSIP repurchases from the Issuer equivalent Eligible Collateral for a repurchase price equal to the purchase price, and (ii) the Issuer transfers to MSIP such equivalent Eligible Collateral.

Eligible Collateral must satisfy the eligibility criteria set out in the Eligible Collateral Agreement.

Further information about the Repos and the Eligible Collateral is set out in Part 6 (*Description of Daily Repurchase Transactions and Collateral Administration*).

Currency Transaction Counterparties

In order to become a Currency Transaction Counterparty an entity must have entered into a Facility Agreement with the Issuer. At the date of this Prospectus the Issuer has entered into a Facility Agreement only with MSIP (the **MSIP Facility Agreement**). MSIP has agreed in the MSIP Facility Agreement, subject as provided therein, to enter into Currency Transactions governed by an ISDA Master Agreement and Repos governed by a Global Master Repurchase Agreement (the **MSIP Global Master Repurchase Agreement**).

Further information about MSIP is set out in Part 11 (*Description of Currency Transaction Counterparties*).

The Issuer may appoint additional Currency Transaction Counterparties in the future. Should the Issuer appoint an additional Currency Transaction Counterparty a new base prospectus will be issued.

Additional Redemption Fee for CNY Securities

An Additional Redemption Fee is payable on redemption of the CNY Securities. This Additional Redemption Fee is an amount equal to the additional closing fee (the "**MSIP Additional Closing Fee**") that is payable by the Issuer to MSIP where MSIP closes the Currency Transactions that relate to the CNY Securities being redeemed (CNY Transaction).

The Additional Redemption Fee is an amount calculated as the average of all applicable MSIP Additional Closing Fees incurred by the Issuer on the Pricing Date applicable to the relevant redemption of CNY.

Other Currency Transaction Counterparties may decide to charge an Additional Closing Fee in respect of CNY Transactions. Such Additional Closing Fees may be calculated on a different basis to the MSIP Additional Closing Fee. Further information on the Additional Redemption Fee is set out under the heading *Additional Redemption Fee* in Part 4 (*Description of Collateralised Currency Securities*)). Further details on the Additional Closing Fee are set out under the heading *Additional Closing Fee* in Part 5 (*Description of Currency Transactions*)).

Accounts and Collateral Administration

As required by the Conditions, the Issuer has established and maintains Custody Accounts in respect of its dealings with each Currency Transaction Counterparty and may establish a Cash Account in the Relevant Currency in respect of its dealings with such person.

The Issuer has in respect of its dealing with MSIP entered into a custody agreement (the **Custody Agreement**) and a collateral administration master agreement (the **Collateral Administration Agreement**) with BONY, acting as both Custodian and Collateral Administrator. Pursuant to these agreements the Issuer has, subject to the terms of those agreements, established the BONY Custody Account and the Collateral Receiver Account (together, the **BONY Accounts**), authorised BONY to transfer (provided BONY receives matching instructions from MSIP) Relevant Repo Amounts and Eligible Collateral from the Collateral Receiver Account to the Counterparty Account (as relevant) to satisfy the Issuer's obligations under the MSIP Global Master Repurchase Agreement and appointed BONY to determine whether any securities transferred from the Counterparty Account to the Collateral Receiver Account constitute Eligible Collateral.

The Issuer has granted a 'lien' (which is a form of security) to BONY in respect of each such BONY Account to secure its obligations to BONY under the Custody Agreement and the Collateral Administration Agreement.

MSIP as Currency Transaction Counterparty has also entered into corresponding collateral management arrangements with the Collateral Administrator and has established a corresponding custody account (the **Counterparty Account**).

Further information about collateral management is set out in Part 6 (Description of Daily Repurchase Transactions and Collateral Administration).

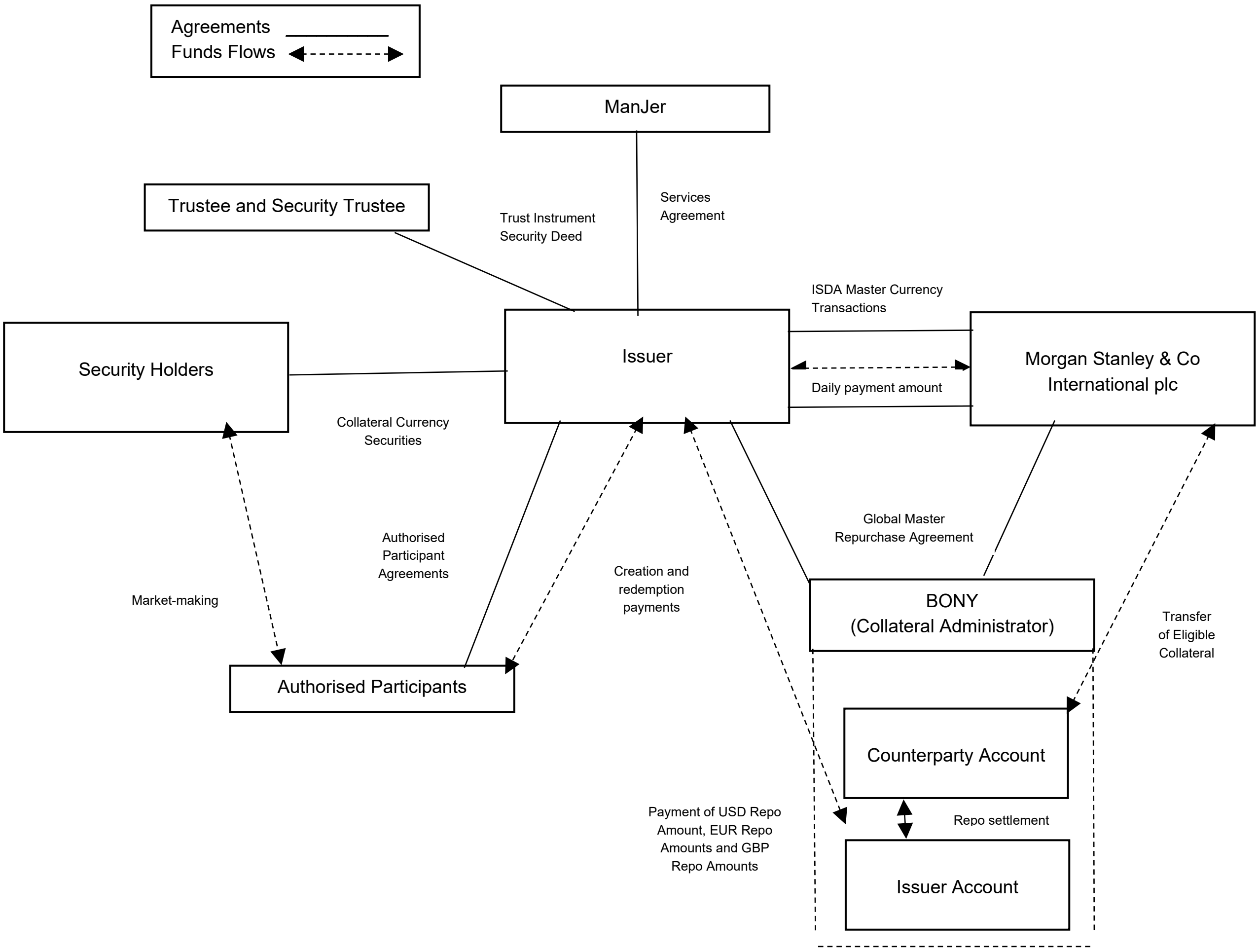
Contract Structure and Flow of Funds

Collateralised Currency 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 class of Collateralised Currency Security. The obligations of the Issuer in respect of each class of Collateralised Currency Security and certain prior-ranking obligations of the Issuer to MSIP are secured under a Security Deed, pursuant to which the Issuer has:

- assigned by way of security its interests under the Relevant Facility Agreement, Relevant ISDA Master Agreement (after the exercise of and subject to the close out netting and set off rights), Relevant Global Master Repurchase Agreement (after the exercise of and subject to the close out netting and set off rights), Collateral Administration Agreement, Custody Agreement and each Relevant Authorised Participant Agreement (together, the **Assigned Agreements**); and

- charged to the Security Trustee its interest in (i) the Assigned Agreements (after the exercise of and subject to the netting and set-off rights therein) and (ii) any Relevant Issuer Account and all of its rights, title and interest in any securities held in or cash balances standing to the credit of such Relevant Issuer Account (the "**Collateral**").

A diagrammatic representation of the principal aspects of the structure as currently in place appears below:



The following is a summary of the flow of funds and assets attributable to the Collateralised Currency Securities as represented by the above diagram:

Most Security Holders will buy or sell their Collateralised Currency Securities for cash on the London Stock Exchange, Borsa Italiana, Euronext Amsterdam and/or the Frankfurt Stock Exchange (being the stock exchanges on which the securities are admitted to trading) rather than directly from the Issuer. Details of the exchanges on which a particular class 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 and redeem Collateralised Currency 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 8 (*Summary of Transaction Documents*).

The creation of Collateralised Currency Securities will be settled on a delivery versus payment basis in CREST, whereby an Authorised Participant will deliver an amount of cash in the appropriate currency to the Issuer equal to the Price of the Collateralised Currency Securities to be issued in exchange for which the Issuer will issue the Collateralised Currency Securities and deliver them to the Authorised Participant via CREST. Further details about the settlement of Collateralised Currency Securities can be found under the heading "Settlement" in Part 9 (*The Programme*).

The Authorised Participant may then sell the Collateralised Currency Securities on one of the stock exchanges set out above and further explained in Part 13 (*Additional Information*) on which that particular class of Collateralised Currency Security is admitted to trading, sell the Collateralised Currency Securities in off-exchange transactions (known as "OTC or "over-the-counter transactions) or keep the Collateralised Currency Securities to hold themselves. The creation process is described in more details under the heading "Applications and Redemptions" in Part 4 (*Description of Collateralised Currency Securities*). Each time Collateralised Currency Securities are issued the Issuer will create corresponding Currency Transactions with the Currency Transaction Counterparties.

Cash received by the Issuer in connection with the creation of Collateralised Currency Securities is used by the Issuer to purchase collateral (in the form of securities) for its obligations to Security Holders which will be held in accounts in the Issuer's name at the Collateral Administrator. The Collateral held in the Issuer's name is designed to limit a Security Holder's exposure to the Issuer who would otherwise only be holding cash.

Collateral is obtained through daily transactions (known as Daily Repurchase Transactions) with the Currency Transaction Counterparty. Each Daily Repurchase Transaction is an agreement between the Issuer and the Currency Transaction Counterparty for:

(i) delivery of certain cash held by the Issuer to the Currency Transaction Counterparty;

(ii) deposit of collateral into an account in the name of the Issuer at BONY by the Currency Transaction Counterparty; and

(iii) the following day sale by the Issuer of the Collateral back to the Currency Transaction Counterparty in return for cash in the amount initially delivered to the Currency Transaction Counterparty under (i).

The amount of cash that the Issuer has available to deliver to the Currency Transaction Counterparty under each Daily Repurchase Transaction is the total of:

(i) the cash it has received back from the Currency Transaction Counterparty from the sale of assets under the previous Daily Repurchase Transaction; plus or minus

(ii) cash received from or paid to the Currency Transaction Counterparty as payments under the Currency Transactions; plus

(iii) any cash received in respect of creations of Collateralised Currency Securities; less

(iv) the fees payable to ManJer for that day; and less

(v) any cash required to be held back by the Issuer to pay out on redemptions of Collateralised Currency Securities.

The cash retained by the Issuer representing the fees is paid out to ManJer. Cash retained by the Issuer to pay out on redemptions of Collateralised Currency Securities is transferred back to the Authorised Participants on a delivery versus payment basis in CREST in return for the Collateralised Currency Securities which are to be redeemed.

Further details on the Daily Repayment Transactions and the Collateral are set out in Part 6 (*Description of Daily Repurchase Transactions and Collateral Administration*) and further details on redemptions are set out under the heading "Applications and Redemptions" in Part 4 (*Description of Collateralised Currency Securities*).

This flow of funds can be demonstrated using the following simple example:

A class of Collateralised Currency Securities is issued for the first time to an Authorised Participant on a particular day. As a result the following steps will be taken:

1. The Issuer creates corresponding Currency Transactions with the Currency Transaction Counterparty in respect of the Collateralised Currency Securities issued;

2. In return for those Collateralised Currency Securities the Authorised Participant delivers $100,000 in cash to the Issuer;

3. The Issuer enters into a Daily Repurchase Transaction with the Currency Transaction Counterparty in respect of that $100,000 and delivers the $100,000 to the Currency Transaction Counterparty;

4. The Currency Transaction Counterparty delivers Collateral worth $100,000 to the Issuer's account at the Collateral Administrator.

The Repo Day (i) fees of $1 have accrued in respect of the Collateralised Currency Securities; (ii) the amount due to the Currency Transaction Counterparty as payment under the Currency Transactions calculated in accordance with the pricing formula set out in Part 4 (*Description of Collateralised Currency Securities*) and explained in Part 2 (*How does a Security Holder determine the value of their investment*) is $200; and (iii) no creation or redemption requests are due for settlement. As a result the following steps will be taken:

1. The Issuer sells the Collateral back to the Currency Transaction Counterparty in return for cash equalling $100,000;

2. The Issuer transfers $200 to the Currency Transaction Counterparty as payment under the Currency Transactions; and

3. The Issuer then delivers $99,799 (the cash received from the Currency Transaction Counterparty less the $1 of fees to be to ManJer) back to the Currency Transaction Counterparty in return for Collateral of the same value deposited in the Issuer's account at the Collateral Administrator.

The next following day (i) the Authorised Participant requests redemption of $50,000 worth of their Collateralised Currency Securities; (ii) fees of $1 have accrued in respect of the Collateralised Currency Securities; (iii) the amount due from the Currency Transaction Counterparty under the Currency Transactions calculated in accordance with the pricing formula set out in Part 4 (*Description of Collateralised Currency Securities*) and explained in Part 2 (*How does a Security Holder determine the value of their investment*) is $500; (iv) no new creation requests have been received. As a result the following steps will be taken:

1 The Issuer sells the Collateral back to the Currency Transaction Counterparty in return for cash equalling $99,799 (the cash transferred by the Issuer to the Currency Transaction Counterparty the previous day);

2 The Currency Transaction Counterparty delivers $500 to the Issuer as payment under the Currency Transactions;

3 The Issuer delivers $50,298 (the total amount received from the Currency Transaction Counterparty less the money required to pay the fees and to deliver to the Authorised Participant for the Collateralised Currency Securities to be redeemed) back to the Currency Transaction Counterparty in return for Collateral deposited in the Issuer's account at the Collateral Administrator of the same value.

4 The Issuer delivers $50,000 to the Authorised Participant in exchange for the Collateralised Currency Securities to be redeemed.

In practice the Issuer and the Currency Transaction Counterparty, rather than deliver all the cash and all the collateral between each other on a daily basis, may (i) make cash payments between each other only in respect of the difference between the cash payments due to be made to each other for that day; and (ii) adjust the level of Collateral in the Issuer's account at the Collateral Administrator to reflect the difference between the amount each party would be required to pay to each other that day under the Daily Repurchase Transactions (by deposit of additional Collateral into or removal of Collateral from the Issuer's account at the Collateral Administrator by the Currency Transaction Counterparty).

Applications and Redemptions

Authorised Participants can require the Issuer to issue or redeem Collateralised Currency Securities at any time, subject to conditions (including not exceeding the Creation Limits and Redemption Limits). The issue and redemption mechanism is intended to ensure that Collateralised Currency Securities have sufficient liquidity and that the price at which they trade on the London Stock Exchange can track the Price at which they can be issued and redeemed. 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) require the Issuer to redeem Collateralised Currency Securities. All other persons must buy and sell Collateralised Currency Securities through trading on the London Stock Exchange or other relevant exchanges on which the Collateralised Currency Securities are admitted to trading.

The Issuer has agreed to use reasonable endeavours to ensure that there are at least two Authorised Participants.

Collateralised Currency Securities can only be issued or redeemed if the corresponding Currency Transactions can be created or closed. There are limits on the creation and closing of Currency Transactions, which means that there are corresponding limits on the issue and redemption of Collateralised Currency Securities.

Further details in relation to Applications and Redemptions and Creation Limits and Redemption Limits are set out under the headings *Applications and Redemptions* and *Creation Limits and Redemption Limits* in Part 4 *(Description of Collateralised Currency Securities)*.

Security Structure

A security structure has been established to provide security for the payment obligations of the Issuer to, *inter alia*, (i) Currency Transaction Counterparties and (ii) Security Holders upon redemption of Collateralised Currency Securities.

The programme has been established as an “umbrella” or “multi-class” programme with separate pools of assets attributable to each class of Collateralised Currency Security so that the Issuer can issue separate classes of securities, based on different Currency Indices or having some other different characteristics.

The Collateralised Currency Securities are constituted by a Trust Instrument entered into between the Issuer and The Law Debenture Trust Corporation plc as Trustee for the Security Holders of each class. The Trustee holds all rights and entitlements under the Trust Instrument on trust for the Security Holders.

In addition, the Issuer, MSIP, The Law Debenture Trust Corporation p.l.c. as Trustee and as the Security Trustee and ETFSL have entered into a Security Deed. The rights and entitlements held by the Security Trustee under the Security Deed are held by the Security Trustee on trust for itself (as Security Trustee and as Trustee), MSIP, and then for the Security Holders (in the order as described under the heading “Priority Waterfall” in Part 7 (*Description of the Security*). To the extent new Currency Transaction Counterparties are appointed, the Issuer will enter into new Security Deeds in respect of such Currency Transaction Counterparties.

Under each Security Deed the Issuer will grant to the Security Trustee security over the assets of the Issuer which relate to such Currency Transaction Counterparty including its rights to securities and cash held in each Custody Account applicable to that Currency Transaction Counterparty and rights under the Relevant Facility Agreement, the Relevant ISDA Master Agreement (after the exercise of and subject to the close out netting and set off rights), Custody Agreement, Collateral Administration Agreement, each Relevant Authorised Participant Agreement and, if applicable, the Relevant Global Master Repurchase Agreement (after the exercise of and subject to the close out netting and set off rights).

The property secured by each Security Deed is called a “Counterparty Collateral Pool”. The Security Holders of each class of Collateralised Currency Securities will have recourse to each Counterparty Collateral Pool that relates to a Currency Transaction Counterparty that has entered into a Corresponding Currency Transaction in respect of that class of Collateralised Currency Securities.

In the event that the Security Trustee is required to enforce the security over a Counterparty Collateral Pool, it shall apply any monies received by it as a result of such realisation in accordance with the Priority Waterfall where Security Holders rank behind *inter alia* the Security Trustee, the Trustee and MSIP. Further details of the Security Deed are set out in Part 7 (*Description of Security*). Further details of the Trust Instrument are set out in Part 10 (*Terms and Conditions of Collateralised Currency Securities*).

The Issuer and ManJer

The Issuer is a public company incorporated in Jersey on 1 July 2009. The shares in the Issuer are all held by HoldCo, a holding company incorporated in Jersey to act as the holding company of the Issuer and which is itself ultimately wholly-owned by WisdomTree, Inc. The Issuer is neither directly nor 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. The Issuer has not been assigned a credit rating and it is not intended that any Collateralised Currency Securities will be assigned credit ratings.

ManJer intends to promote and to provide management and other services to both the Issuer and currently also provides such services to WisdomTree Commodity Securities, WisdomTree Hedged Commodity Securities Limited, WisdomTree Metal Securities Limited, WisdomTree Hedged Metal Securities Limited, Gold Bullion Securities Limited and WisdomTree Issuer X Limited.

WisdomTree, Inc.

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

Administration and Registrar Services

ManJer will, pursuant to the Services Agreement, supply all management and administration services for the Issuer and will pay all the management and administration costs of the Issuer.

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 its registered office is Ordnance House, 31 Pier Road, St. Helier, Jersey, JE4 8PW, Channel Islands and it is ultimately wholly-owned by WisdomTree, Inc.

The Issuer has entered into a corporate administration agreement with R&H Fund Services (Jersey) Limited (**R&H**) whereby R&H will perform certain administration duties for the Issuer and Computershare Investor Services (Jersey) Limited has been appointed to provide services as Registrar and receiving agent, and will maintain the Registers in Jersey.

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 (formerly Boost Management Limited) and WisdomTree Issuer ICAV.

Directors, Secretary and Administrator of the Issuer

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

Christopher Foulds – Non-Executive Director

Christopher JM Foulds is a director of ManJer and HoldCo. Mr Foulds is also a non-executive director of the Issuer and of WisdomTree Commodity Securities Limited, WisdomTree Hedged Commodity Securities Limited, WisdomTree Metal Securities Limited, WisdomTree Hedged Metal Securities Limited and Gold Bullion Securities 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.

Bryan Governey

Bryan Governey joined WisdomTree in September 2014 and has served as General Counsel for WisdomTree in Europe since November 2016. Mr Governey is responsible for the legal, compliance and human resource departments in Europe. Mr Governey is a director of ManJer and HoldCo. Mr Governey is also a non-executive director of the Issuer, Gold Bullion Securities Limited, WisdomTree Metal Securities Limited, WisdomTree Commodity Securities Limited, WisdomTree Hedged Metal Securities Limited, WisdomTree Hedged Metal Securities Limited and WisdomTree Issuer X Limited. Prior to joining WisdomTree, Mr Governey was legal counsel at Renaissance Asset Managers from 2012 until 2014, and he served as legal counsel at Aviva Investors from 2010 until 2012. Prior to this, Mr Governey was a solicitor in the asset management practice of Dillon Eustace in Ireland. Mr Governey was admitted as a solicitor by the Law Society of Ireland in 2010 and also admitted as a solicitor of the Law Society of England and Wales in the same year. Mr Governey holds a B.A. in Philosophy and Political Science from Trinity College Dublin.

Steven Ross

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

Peter M. Ziemba

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

R&H Fund Services (Jersey) Limited – Administrator

R&H Fund Services (Jersey) Limited is a company incorporated in Jersey on 29 November 1988 with limited liability whose issued and paid up share capital is £2,625,000. 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, Jersey. The directors of R&H Fund Services (Jersey) Limited are:

Louise Follain

Jennifer Mary Geddes

Steven George Ross

John-Paul Joseph Meagher

Christopher John Michael Foulds

Directors and Secretary of ManJer

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

Hilary Jones

Ms Jones is a director of ManJer. Ms Jones worked for the Northern Bank in her native Northern Ireland for 15 years before moving to Jersey in 1993. She was a director of R&H Fund Services (Jersey) Limited from 2009 to 2019 and since December 2019 she has been working at JTC Fund Solutions (Jersey) Limited. 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 is a Fellow member of the Association of Chartered Certified Accountants and has over 40 years' experience in the finance sector and has extensive experience of crypto, real estate, private equity and special purpose vehicles for corporate clients. Ms Jones acts or has acted as director for a number of companies across a wide range of asset classes including crypto, private equity and real estate . Ms Jones has also served on the legal and technical sub-committee of the Jersey Funds Association.

Conflicts of Interest

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

The directors of the Issuer also hold directorships of other issuers of exchange traded commodities also owned by HoldCo and/or other WisdomTree group companies including WisdomTree Multi Asset Management Limited (formerly Boost Management Limited) (a company that provides services to WisdomTree Multi Asset Issuer plc (formerly Boost Issuer plc) (an exchange traded product issuer)) and WisdomTree Issuer ICAV, 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 United Kingdom, Ireland and Jersey taxation in respect of the Programme and Collateralised Currency Securities is set out in Part 12 (*Taxation*) below. 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 Collateralised Currency Securities.

PART 2

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

Pricing of Collateralised Currency Securities

The Price of each class of Collateralised Currency Security is calculated on a daily basis to reflect the change in the value of the relevant Currency Index since the Price was last calculated and a reduction for the fees applicable for that class on that day (by operation of what is known as the Daily Adjustment). A description of the formula used to price the Collateralised Currency Securities is set out under "Calculation of Price" below and a worked example is set out under "Worked Examples of the Calculation of the Price" below. **The formula and method of calculating the price is the same for all classes of Collateralised Currency Security regardless of the level of any leverage contained in the relevant Currency Index. For example, the method for calculating the Price and therefore the value of the WisdomTree Long USD Short EUR is the same as that for calculating the Price and value of the WisdomTree Long USD Short EUR 3x Daily and the WisdomTree Long USD Short EUR 5x Daily with each calculation referencing the relevant underlying Currency Index.**

Each Collateralised Currency Security carries a right upon Redemption to receipt of the higher of the Principal Amount of that Collateralised Currency Security and the Price. In normal circumstances, only Authorised Participants are able to redeem their Collateralised Currency Security directly with the Issuer. The value of a 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 Collateralised Currency Securities are set out in paragraph 3 (*ISIN, LSE Codes and Principal Amounts of the Collateralised Currency Securities*) of Part 13 (*Additional Information*).

Calculation of the Price

The Price of each Collateralised Currency Security on a particular day is based on the difference between the level of the relevant underlying index on that day (represented in the formula by $I_{(I,t)}$) and the level of the relevant underlying index on the previous day (represented in the formula by $I_{(i,t-1)}$) adjusted by the applicable fees (represented in the formula as $DA_{(i,t)}$) and so is calculated in accordance with the following formula (the "**formula**") (the different components of the formula are further explained below):

$$P_{(i,t)} = P_{(i,t-1)} \times \left(\frac{I_{i,t}}{I_{i,t-1}} - DA_{i,t} \right)$$

where:

$P_{(i,t)}$	is the Price of the Collateralised Currency Security of the relevant class on the day on which the Price is being calculated
i	refers to the relevant class of Collateralised Currency Security
t	refers to the day on which the Price is being calculated
$P_{(i,t-1)}$	is the Price of the Collateralised Currency Security of the relevant class on the previous day on which the Price was calculated
$I_{(i,t)}$	is the level of the Currency Index which the relevant class of Collateralised Currency Security tracks on the day on which the Price is being calculated
$I_{(i,t-1)}$	is the level of the Currency Index which the relevant class of Collateralised Currency Security tracks on the previous day on which the Price was calculated
$DA_{(i,t)}$	is the daily adjustment which applies to the relevant class of Collateralised Currency Securities on the day on which the Price is being calculated

The index levels for a given day are published by MS&CO on their website at http://www.ms.com/msfx and the Price, and Daily Adjustment for each class of Collateralised Currency Security are published by the Issuer on its website at https://www.wisdomtree.eu/pricing.

The formula and method of calculating the price is the same for all classes of Collateralised Currency Security regardless of the level of any leverage contained in the relevant Currency Index.

Daily Adjustment

The Daily Adjustment is included in the formula for the calculation of the Price to take account of the fees that are payable to ManJer under the Services Agreement (the Management Fee) and to MSIP under the Facility Agreement (the Daily Spread) and is calculated pursuant to the formula below. As the Management Fee is expressed as a percentage, the formula below translates this into a daily figure by dividing the annual rate by the number of days in the year (represented by D in the formula below). Fees are payable on the Collateralised Currency Securities on each day and not just on the days that the Price is calculated. For this reason on a day on which the Price is calculated, the fees that are applied are the total fees that have been incurred since the last day on which the Price was calculated (represented in the formula below by multiplying by N).

$$DA_{i,t} = \left(\frac{MF_{i,t}}{D} + DS_{i,t}\right) \times N_t$$

Where:

$DA_{(i,t)}$ is the daily adjustment which applies to the relevant class of Collateralised Currency Securities on the day on which the Price is being calculated

$MF_{(i,t)}$ is the Management Fee (expressed as a percentage) which applies to Collateralised Currency Securities of the relevant class on the day on which the Price is being calculated

$DS_{(i,t)}$ is the Daily Spread which applies to Collateralised Currency Securities of the relevant class on the day on which the Price is being calculated

D is the number of days in the calendar year in which the Price is being calculated

N_t is the number of calendar days since the Price of the relevant Collateralised Currency Securities was calculated

Both the Daily Adjustment and the Daily Spread applicable to each class of Collateralised Currency Security on each day on which the Price of that class of Collateralised Currency Securities is calculated will be published on the Issuer's website at https://www.wisdomtree.eu/pricing.

For a particular class of Collateralised Currency Securities (for example WisdomTree Short EUR Long USD), assuming that the Daily Spread for the day on which the Price was calculated was 0.0016 per cent., the Management Fee applicable to that class of Collateralised Currency Security is 0.39 per cent., there are 365 days in the calendar year in which the Price is being calculated and it is 1 calendar days since the Price of that class of Collateralised Currency Security was calculated then the Daily Adjustment would be:

$$DA_{(i,t)} = (MF_{(i,t)}/D + DS_{(i,t)}) \text{ x Nt}$$
$$DA_{(i,t)} = (0.39\%/365 + 0.0016\%) \text{ x } 1$$
$$DA_{(i,t)} + 0.00267\% \text{ x } 1$$
$$DA_{(i,t)} = 0.00267\%$$

Worked Examples of the Calculation of the Price

If on a particular day (t), the Daily Adjustment for the WisdomTree Short EUR Long USD securities was as calculated above, the Price of the WisdomTree Short EUR Long USD Collateralised Currency Securities on the previous day on which the Price was calculated was 50.00 the closing level of the relevant Currency Index on the day on which the Price is being calculated was 110 and the closing level of the relevant Currency Index on the previous day on which the Price was calculated was 100, then the Price of an WisdomTree Short EUR Long USD Collateralised Currency Security would be calculated using the pricing formula as follows:

$$P_{(i,t)} = P_{(i,t-1)} \times \left(\frac{I_{i,t}}{I_{i,t-1}} - DA_{i,t}\right)$$

Where:

$P_{(i,t-1)}$ = 50.00

$I_{(i,t)}$ = 110

$I_{(i,t-1)}$ = 100

$DA_{(i,t)}$ = 0.00267%

So:

$$P_{(i,t)} = 50 \times (110/100 - 0.00267\%)$$

$$P_{(i,t)} = 50 \text{ X } (1.0999773)$$

$$P_{(i,t)} = 54.998867$$

The Price of a WisdomTree Short EUR Long USD Collateralised Currency Security on day t is therefore $54.9988665.

The above worked example applies equally to the all other classes of Collateralised Currency Security regardless of the Currency Index which they track as the formula and method of calculating the price is the same for all classes of Collateralised Currency Security regardless of the level of any leverage contained in the relevant Currency Index.

How the Price of a Collateralised Currency is affected by the changes in the value of the underlying futures contracts

The 3 hypothetical scenarios in this section show some possible outcomes of an investment in the Collateralised Currency Securities under normal market conditions. These scenarios are not indicators of the actual future performance of the Collateralised Currency Securities and are for illustration purposes only. The following assumptions have been made:

- An investor invests in the Collateralised Currency Securities for one day.
- 1 Collateralised Currency Security is bought from a broker at a price of $50.00.
- The value of the underlying Currency Index when the Collateralised Currency Security is bought is 100.
- The Daily Adjustment is 0.00267 per cent.
- There are no changes in the level of fees charged on the Collateralised Currency 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 Collateralised Currency Securities and the custody fees of the investor's bank are excluded.

<u>Scenario 1: The value of the relevant Currency Index decreases</u>

- 1 Collateralised Currency Security is bought from a broker at a price of $50.
- The value of the Currency Index decreases by 10 per cent. to 90 the next day.
- The sum of the fees charged on the Collateralised Currency Security for the day of ownership is $0.0012 per Collateralised Currency Security.
- The price of the Collateralised Currency Security will be calculated as follows:

$$P_{(i,t)} = P_{(i,t-1)} \times \left(\frac{I_{i,t}}{I_{i,t-1}} - DA_{i,t} \right)$$

Where:

$I_{(i,t)}$ = 90

$I_{(i,t-1)}$ = 100

$DA_{(i,t)}$ = 0.00267%

$$P_{(i,t)} = 50 \text{ x } (90/100 - 0.00267)$$

$$P_{(i,t)} = 50 \text{ X } (0.899973)$$

$$P_{(i,t)} = 44.998665$$

- The investor sells the Collateralised Currency Security and has lost $5.00134 from his/her initial investment the previous day.

<u>Scenario 2: The value of the relevant Currency Index remains the same</u>

- 1 Collateralised Currency Security is bought from a broker at a price of $50.
- The value of the Currency Index stays the same the next day.
- The sum of the fees charged on the Collateralised Currency Security for the day of ownership is $0.001335 per Collateralised Currency Security.
- The price of the Collateralised Currency Security will be calculated as follows:

$$P_{(i,t)} = P_{(i,t-1)} \times \left(\frac{I_{i,t}}{I_{i,t-1}} - DA_{i,t} \right)$$

Where:

$I_{(i,t)}$ = 100

$I_{(i,t-1)}$ = 100

$DA_{(i,t)}$ = 0.00267%

$$P_{(i,t)} = 50 \text{ x } (100/100 - 0.00267\%)$$

$$P_{(i,t)} = 50 \text{ X } (0.999973)$$

$$P_{(i,t)} = 49.998665$$

- The investor sells the Collateralised Currency Security and has lost $0.00134 from his/her initial investment the previous day.

<u>Scenario 3: The value of the relevant Currency Index increases</u>

- 1 Collateralised Currency Security is bought from a broker at a price of $50.
- The value of the Currency Index increases by 10 per cent. to 110 the next day.
- The sum of the fees charged on the Collateralised Currency Security for the day of ownership is $0.001468 per Collateralised Currency Security.
- The price of the Collateralised Currency Security will be calculated as follows:

$$P_{(i,t)} = P_{(i,t-1)} \times \left(\frac{I_{i,t}}{I_{i,t-1}} - DA_{i,t} \right)$$

Where:

$I_{(i,t)}$ = 110

$I_{(i,t-1)}$ = 100

$DA_{(i,t)}$ = 0.00267%

$$P_{(i,t)} = 50 \text{ x } (110/100 – 0.00267\%)$$

$$P_{(i,t)} = 50 \text{ X } 10.099973)$$

$$P_{(i,t)} = 54.998665$$

- The investor sells the Collateralised Currency Security and has gained $4.998665 from his/her initial investment the previous day.

Interest

The Collateralised Currency Securities do not bear interest.

PART 3

DESCRIPTION OF CURRENCY INDICES

Introduction

Collateralised Currency Securities will be priced by reference to certain MSFX^{SM} Indices calculated and published by MS&CO. These Currency Indices provide long, short and leveraged benchmarks for investments in respect of a wide range of Currencies, comprised of Developed Market Currencies, and Emerging Market Currencies.

The Currency Indices are designed as tradable benchmarks for daily foreign exchange rate performance between Currencies or groups of Currencies.

The Currency Indices consist of 198 tradable indices relating to:

1. (a) nine Developed Market Currencies valued relative to the USD;

   (b) nine Developed Market Currencies valued relative to the Euro;

   (c) nine Developed Market Currencies valued relative to GBP;

   ((a), (b) and (c) are referred to in the Prospectus as the **Developed Market Currency Pair Indices**); and

2. nine Emerging Market Currencies valued relative to the US Dollar (the **Emerging Market Currency Pair Indices** and together with the Developed Market Currency Pair Indices, the **Currency Pair Indices**).

Calculation of the Currency Indices

General

The methodology which MS&CO uses in order to calculate each of the Currency Indices is set out in the Manual, which at the date of this Prospectus is available at http://www.ms.com/msfx (the **MSFX Website**).

The MSFX Website also provides simulated historical values of each of the Currency Indices on a daily basis from the beginning of 2002 using the calculation methodology set out in the MSFX^{SM} Manual by way of an Excel data file, enabling users to calculate historic performance and volatility. Historical values provided in this Excel data file for the period prior to 10 April 2017 are calculated by reference to the Daily Collateral Yield assuming a zero percent floor. Historical values included in the Excel data file for the period from and including 10 April 2017 are calculated by reference to the Daily Collateral Yield without such zero percent floor.

The Currency Pair Indices other than those tracking CNY and BRL each reflect the spot performance of one Currency against another Currency rolled daily using Spot Next Currency Forwards or Tom Next Currency Forward Contracts (see Deliverable Currencies below). These Currency Indices track the performance of a position in Forward Contracts which are sold each day (to prevent physical delivery of Currencies) and replaced with Forward Contracts which expire the following day.

Currency Pair Indices tracking movements in CNY and BRL track Forward Contracts with longer maturities (Non-Deliverable Forward Contracts) as these are generally the most liquid underlying Futures Contracts for these Currencies (see Non-Deliverable Currencies below) which ensures that the Currency Indices can be investable benchmarks.

The Currency Pair Indices are total return indices reflecting the performance of a fully collateralised position in Forward Contracts which are rolled on a regular basis. Rolling is daily in the case of Currency Indices priced off Deliverable Forward Contracts, monthly in the case of BRL, and every two months in the case of CNY. The total return of the Currency Pair Indices is made up of two elements: the Daily Currency Exposure and the Daily Collateral Yield.

Daily Currency Exposure

The Daily Currency Exposure reflects the movement in the exchange rates of the relevant currencies. For Currency Indices priced off Deliverable Forward Contracts, the Daily Currency Exposure is determined on a rolling, three business day period (comprising Day T, Day T-1 and Day T-2, as further defined in the MSFX^{SM} Manual) and is equivalent to the daily price change from investing in one uncollateralised Forward Contract comprised as the product of:

1. a notional currency exposure, which is based on the closing level of the related Currency Index on Day T-2 divided by the rate of exchange for that Currency Pair on Day T-2;
2. the variation in the rate of exchange of a Currency against the US Dollar (for **USD Currency Pairs**), the Euro (for **Euro Currency Pairs**) or GBP (for **GBP Currency Pairs**) between Day T-1 and Day T; and
3. an interest rate differential reflecting the difference between (a) the interbank benchmark interest rate applicable to the Currency which is not the Relevant Currency and (b) the inter-bank benchmark interest rate applicable to the Relevant Currency.

The extent to which the full value of either the rate of exchange between the two currencies or the interest rate differential is reflected in currency forward prices will depend on the liquidity and convertibility of each Currency.

Daily Collateral Yield

The Daily Collateral Yield is the interest rate which accrues to a fully collateralised position in a Forward Contract and is calculated by reference to: the One-Month T-Bill rate (T-Bill) in the case of Currency Indices valued relative to the US Dollar; the Adjusted Euro Short-Term Rate (Adjusted €STR) in the case of Currency Indices valued relative to the Euro; or the Sterling Overnight Interbank Average Rate (SONIA) in the case of Currency Indices valued relative to GBP. As at the Amendment Date, there will be no zero percent floor applicable to the T-Bill, Adjusted €STR or SONIA. As a result, with effect from the Amendment Date, the Daily Collateral Yield with respect to a Currency Index may be negative or positive.

Currency Indices Available

The following table shows the types of Currency Indices available for each Currency as at the date of this Prospectus.

	Long Currency	Short Currency	Double Long Currency	Double Short Currency Index	Triple Long Currency	Triple Short Currency	5 Times Long Currency	5 Times Short Currency Index
USD DEVELOPED MARKET CURRENCY PAIRS								
(AUD) Australian dollar	✓	✓	✓	✓	✓	✓	✓	✓
(CAD) Canadian dollar	✓	✓	✓	✓	✓	✓	✓	✓
(CHF) Swiss franc	✓	✓	✓	✓	✓	✓	✓	✓
(EUR) European Union euro								
(GBP) British pound	✓	✓	✓	✓	✓	✓	✓	✓
(JPY) Japanese yen	✓	✓	✓	✓	✓	✓	✓	✓
(NOK) Norwegian krone	✓	✓	✓	✓	✓	✓	✓	✓
(NZD) New Zealand dollar	✓	✓	✓	✓	✓	✓	✓	✓
(SEK) Swedish krona	✓	✓	✓	✓	✓	✓	✓	✓
USD EMERGING MARKET CURRENCY PAIRS								
(BRL) Brazilian real	✓	✓						
(CNY) Chinese renminbi (yuan)								
(CZK) Czech koruna	✓	✓						
(HUF) Hungarian forint	✓	✓						
(ILS) Israeli shekel	✓	✓						
(MXN) Mexican peso	✓	✓						
(SGD) Singapore dollar	✓	✓						
(ZAR) South African rand	✓	✓						
EUR DEVELOPED MARKET CURRENCY PAIRS								
(AUD) Australian dollar	✓	✓			✓	✓	✓	✓
(CAD) Canadian dollar	✓	✓			✓	✓	✓	✓
(CHF) Swiss franc	✓	✓	✓	✓	✓	✓	✓	✓
(GBP) British pound	✓	✓	✓	✓	✓	✓	✓	✓
(JPY) Japanese yen	✓	✓	✓	✓	✓	✓	✓	✓
(NOK) Norwegian krone	✓	✓	✓	✓	✓	✓	✓	✓
(NZD) New Zealand dollar	✓	✓			✓	✓	✓	✓
(SEK) Swedish Krona	✓	✓	✓	✓	✓	✓	✓	✓
(USD) United States dollar	✓	✓			✓	✓	✓	✓

	Long Currency	Short Currency	Double Long Currency	Double Short Currency Index	Triple Long Currency	Triple Short Currency	5 Times Long Currency Index	5 Times Short Currency Index
GBP DEVELOPED MARKET CURRENCY PAIRS								
(AUD) Australian dollar	✓	✓			✓	✓	✓	✓
(CAD) Canadian dollar	✓	✓			✓	✓	✓	✓
(CHF) Swiss franc	✓	✓			✓	✓	✓	✓
(EUR) European Union euro	✓	✓			✓	✓	✓	✓
(JPY) Japanese yen	✓	✓			✓	✓	✓	✓
(NOK) Norwegian krone	✓	✓			✓	✓	✓	✓
(NZD) New Zealand dollar	✓	✓			✓	✓	✓	✓
(SEK) Swedish krona	✓	✓			✓	✓	✓	✓
(USD) United States dollar	✓	✓			✓	✓	✓	✓

The Currency Indices (other than the Triple Long Currency Indices, the Triple Short Currency Indices, the 5 Times Long Currency Indices and the 5 Times Short Currency Indices) were first published in July 2009 using simulated historical data calculated back to January 2002. The Triple Long Currency Indices and the Triple Short Currency Indices were first published on 25 October 2010 using simulated historical data calculated back to January 2002. The 5 Times Long Currency Indices and the 5 Times Short Currency Indices were first published on 25 July 2014 using simulated historical data calculated back to 1 June 2009.

The Currency Indices were created by and are calculated and disseminated daily on a real time basis by or for MS&CO using an objective and systematic methodology that uses generally available data sources that reflect actual quotes or trades by market participants.

The MSFX^{SM} Indices Committee currently comprises senior employees of the Index Sponsor and representatives from the sales and trading, strats and legal and compliance teams at the Index Sponsor and is responsible for overseeing the methodology and calculation of the Currency Indices, monitoring the effectiveness of the Currency Indices as a measure of the related foreign exchange rate performance and determining the need for changes in the composition or methodology of any Currency Index. The MSFX^{SM} Indices Committee also reviews any significant market events or conditions that may affect the Currency Indices and may recommend that MS&CO revises the methodology or makes changes to the Currency Indices as it reasonably deems to be necessary in response to such events or conditions. All decisions with respect to the composition, calculation and operation of the Currency Indices will be made by MS&CO after consultation with the MSFX^{SM} Indices Committee.

The Manual gives MS&CO as Index Sponsor a broad discretion to make modifications and adjustments to a Currency Index as are necessary to maintain such Currency Index as a tradeable benchmark. Any modifications, adjustments or other changes implemented by MS&CO which are reflected in the Manual and which affect the Currency Indices will be notified to Security Holders through an RIS made as soon as reasonably practicable after the change is notified to the Issuer.

MS&CO is expected to use commercially reasonable efforts to calculate and transmit for publication an official closing level for each Currency Index at approximately 4.30 p.m. London time on any Index Business Day.

As at the date of this Prospectus, MS&Co is not included in the register of administrators and benchmarks maintained by the European Securities and Markets Authority under the Benchmarks Regulation (the "**Benchmarks Regulation Register**").

How the Currency Indices operate

All the Currency Pair Indices include exposure to both (i) a multiple of the Daily Currency Exposure and (ii) the Daily Collateral Yield. The relevant Currency Pair Index will be exposed to a multiple of the Daily Currency Exposure as described under the heading "Daily Currency Exposure Multiple" in the table below. In addition, each Currency Pair Index also incorporates one times the Daily Collateral Yield on a daily basis to reflect the interest return which is earned on a fully collateralised position in Forward Contracts. A summary of each exposure and the multiple thereof are provided in the following table.

Currency Pair Index	Daily Currency Exposure Multiple	Daily Collateral Yield
Long Currency Index	1x	1x
Short Currency Index	-1x	1x
Double Long Currency Index	2x	1x
Double Short Currency Index	-2x	1x
Triple Long Currency Index	3x	1x
Triple Short Currency Index	-3x	1x
Five Times Long Currency Index	5x	1x
Five Times Short Currency Index	-5x	1x

Long Currency Indices

Long Currency Indices (i) track one times (1x) the Daily Currency Exposure and (ii) provide a Daily Collateral Yield which is referenced to the One-Month T-Bill rate (for USD Currency Indices), Adjusted €STR or SONIA (for GBP Currency Indices).

Accordingly, the Daily Currency Exposure will:

(i) increase on a particular day where the value of the Currency increases in value relative to the US Dollar (for USD Currency Indices), the Euro (for Euro Currency Indices) or GBP (for GBP Currency Indices) or decrease where the value of the Currency decreases in value relative to the US Dollar, the Euro or GBP; and

(ii) adjust upwards if the relevant interest rate in the Currency is greater than the US Dollar, Euro or GBP (as applicable) relevant interest rate or adjust downwards if the relevant interest rate in the Currency is less than the US Dollar, Euro or GBP (as applicable) relevant interest rate.

Long Currency Indices will also adjust by the Daily Collateral Yield.

The return from holding a Long Currency Index is therefore similar to that which an investor might receive if they were to sell US Dollars, Euros or GBP (as applicable) and buy foreign Currency and earn interest at the local risk free interest rate of that Currency. Thus a Long Currency Index (before fees and adjustments) will generally outperform changes in the relevant spot exchange rate (provided that the implied local Currency interest rate is greater than zero).

Short Currency Indices

Short Currency Indices (i) track minus one times (-1x) the Daily Currency Exposure; and (ii) provide a Daily Collateral Yield which is referenced to the One-Month T-Bill rate (for USD Currency Indices), Adjusted €STR or SONIA (for GBP Currency Indices).

Accordingly, the Daily Currency Exposure will:

- increase on a particular day where the value of the Currency decreases in value relative to the US Dollar (for USD Currency Indices), the Euro (for Euro Currency Indices) or GBP (for GBP Currency Indices) or will decrease where the value of the Currency increases in value relative to the US Dollar, the Euro or GBP; and
- adjust upwards if the relevant interest rate in the Currency is less than the US Dollar (or Euro or GBP) relevant interest rate or downwards if the relevant interest rate in the Currency is greater than the US Dollar (or Euro or GBP) relevant interest rate.

Short Currency Indices will also adjust by the Daily Collateral Yield.

The return from holding a Short Currency Index is therefore similar to (i) investing in US Dollars or Euros or GBP in the risk-free rate; (ii) borrowing the relevant foreign Currency and paying interest at the local relevant interest rate of that Currency; and (iii) using such borrowed Currency to purchase US Dollars, Euros or GBP (as applicable) whereby those US Dollars,or Euros or GBP (as applicable) would be invested to earn interest at the relevant US Dollar, Euro or GBP (as applicable) inter-bank interest rate. A Short Currency Index (before fees and adjustments) should outperform a short position in the relevant spot exchange rate provided that the local Currency interest rate is less than the risk free rate plus the relevant US Dollar, Euro or GBP (as applicable) inter-bank interest rate.

Double Long Currency Indices and Double Short Currency Indices

Double Long Currency Indices and Double Short Currency Indices reflect a leveraged exposure to the Daily Currency Exposure of two times (2x), in the case of the Double Long Currency Indices, or minus two times (-2x), in the case of the Double Short Currency Indices.

Each Double Long Currency Index and Double Short Currency Index provides the same Daily Collateral Yield as the corresponding Long Currency Index or Short Currency Index.

Since each Currency Index includes an adjustment for the Daily Collateral Yield, the return of a Short Currency Index will not equal minus one times the daily return of the Long Currency Index and the return of a Double Long (Short) Currency Index will not equal two times (minus two times) the daily return of the Long Currency Index.

Triple Long Currency Indices and Triple Short Currency Indices

Triple Long Currency Indices and Triple Short Currency Indices reflect a leveraged exposure to the Daily Currency Exposure of three times (3x), in the case of the Triple Long Currency Indices, or minus three times (-3x), in the case of the Triple Short Currency Indices.

Each Triple Long Currency Index and Triple Short Currency Index provides the same Daily Collateral Yield as the corresponding Long Currency Index or Short Currency Index.

Since each Currency Index includes an adjustment for the Daily Collateral Yield, the return of a Short Currency Index will not equal minus one times the daily return of the long Currency Index and the return of a Triple Long (Short) Currency Index will not equal three times (minus three times) the daily return of the Long Currency Index.

5 Times Long Currency Indices and 5 Times Short Currency Indices

5 Times Long Currency Indices and 5 Times Short Currency Indices reflect a leveraged exposure to the Daily Currency Exposure of five times (5x), in the case of the 5 Times Long Currency Indices, or minus five times (-5x), in the case of the 5 Times Short Currency Indices.

Each 5 Times Long Currency Index and 5 Times Short Currency Index provides the same Daily Collateral Yield as the corresponding Long Currency Index or Short Currency Index.

Since each Currency Index includes an adjustment for the Daily Collateral Yield, the return of a Short Currency Index will not equal minus one times the daily return of the long Currency Index and the return of a 5 Times Long (Short) Currency Index will not equal five times (minus five times) the daily return of the Long Currency Index.

Returns on Short Currency Indices and Leveraged Currency Indices

The returns from Short Currency Indices and Leveraged Currency Indices (and therefore the Short Collateralised Currency Securities and the Leveraged Collateralised Currency Securities) on a particular day (Day T) are designed to provide a specific exposure to daily changes in currency exchange rates, in each case the exposure being determined by reference to a notional exposure based on the closing level of the relevant Currency Index on Day T-2 divided by the rate of exchange (as at Day T-2) for that currency against the US Dollar, Euro or GBP, respectively. For these purposes references to Day T-2 being the second business day prior to Day T for those markets described in the MSFX℠ Manual.

Over periods of greater than one day they do not necessarily provide a return equivalent to the return from the unleveraged long or short Currency Indices multiplied by the relevant Leverage Factor for example: buying 5 Times Long Currency Securities or 5 Times Short Currency Securities does not mean the return in respect of such Collateralised Currency Securities will be five times that of an unleveraged long or short Currency Security. It is possible for the Short Collateralised Currency Securities and Leveraged Collateralised Currency Securities to “outperform” or “underperform” the relevant unleveraged or short Currency Securities multiplied by the relevant Leverage Factor. This is because among other things, on a daily basis the Leverage Factor will be applied to the Daily Currency Exposure and not the Daily Collateral Yield and, over time, there may be volatility in the relevant currency exchange rates which may impact the return.

Also as the exposure to an exchange rate versus the US Dollar, Euro or GBP is determined on a particular day by reference to a notional exposure which is calculated based on the closing level of the relevant Currency Index on the second prior business day (as more particularly described above), this means that the return on a Currency Index (and, in particular a Short Currency index or a Leveraged Currency Index) may not precisely match the variation in the exchange rate multiplied by the leveraged exposure (see Frequently Asked Questions: "Will Leveraged Collateralised Currency Securities provide the same leverage for periods greater than one day?").

Deliverable Currencies

All Currencies included in the Currency Indices other than CNY and BRL are deliverable currencies (**Deliverable Currencies**) meaning that the currency forward transactions reflected in the relevant Currency Indices are transactions which would normally result in an actual exchange of currencies if held to maturity (**Deliverable Forward Contracts**). For each Deliverable Currency, the related Currency Index will replicate the return from holding a constant long or short position in the related Currency by rolling a Forward Contract in such Currency each day on the day which the Forward Contract is scheduled to expire.

Non-Deliverable Currencies

Currently, the governments of China and Brazil restrict the trading of their currencies and therefore foreign parties may not own and trade these currencies for speculative purposes. In order to allow hedging and trading by foreign parties in respect of these Currencies, a market has developed in derivatives that allows parties to receive a US Dollar return on positions in such Currencies (each a **Non- Deliverable Currency**). These derivatives are called non-deliverable forward contracts (Non-Deliverable Forward Contracts or NDFs). An NDF sets an exchange rate for the currency at some time in the future. The exchange rate at which the NDF typically settles is the spot rate set by the People's Bank of China for CNY and the spot rate set by the central bank of Brazil for BRL. For each Non-Deliverable Currency, the Currency Indices will replicate the return from holding a constant long or short position in the relevant NDF by rolling the NDF every two months (for CNY) or monthly (for BRL).

The Currency Indices are the exclusive property of MS&CO. MS&CO and the MS&CO index names are service mark(s) of MS&CO or its Affiliates and have been licensed for use for certain purposes by the Issuer.

THE COLLATERALISED CURRENCY SECURITIES ARE NOT SPONSORED, ENDORSED, SOLD OR PROMOTED BY MS&CO, ANY AFFILIATE OF MS&CO OR ANY OTHER PARTY INVOLVED IN, OR RELATED TO, MAKING OR COMPILING ANY CURRENCY INDEX OTHER THAN ANY SALE BY ANY AFFILIATE OF MS&CO IN ITS ROLE AS AN AUTHORISED PARTICIPANT. THE CURRENCY INDICES ARE THE EXCLUSIVE PROPERTY OF MS&CO. MS&CO AND THE CURRENCY INDEX NAMES ARE SERVICE MARK(S) OF MS&CO OR ITS AFFILIATES AND HAVE BEEN LICENSED FOR USE FOR CERTAIN PURPOSES BY THE ISSUER. NEITHER MS&CO, ANY OF ITS AFFILIATES NOR ANY OTHER PARTY INVOLVED IN, OR RELATED TO, MAKING OR COMPILING ANY CURRENCY INDEX MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, TO THE OWNERS OF THE COLLATERALISED CURRENCY SECURITIES OR ANY MEMBER OF THE PUBLIC REGARDING THE ADVISABILITY OF INVESTING IN FINANCIAL SECURITIES GENERALLY OR IN THE COLLATERALISED CURRENCY SECURITIES PARTICULARLY OR THE ABILITY OF ANY CURRENCY INDEX TO TRACK CORRESPONDING CURRENCY EXCHANGE RATE PERFORMANCE. MS&CO OR ITS AFFILIATES ARE THE LICENSORS OF CERTAIN TRADEMARKS, SERVICE MARKS AND TRADE NAMES AND OF THE CURRENCY INDICES WHICH ARE DETERMINED, COMPOSED AND CALCULATED BY MS&CO WITHOUT REGARD TO THE COLLATERALISED CURRENCY SECURITIES OR THE ISSUER OR OWNER OF THE COLLATERALISED CURRENCY SECURITIES. NEITHER MS&CO, ANY OF ITS AFFILIATES NOR ANY OTHER PARTY INVOLVED IN, OR RELATED TO, MAKING OR COMPILING ANY CURRENCY INDEX HAS ANY OBLIGATION TO TAKE THE NEEDS OF THE ISSUER OR SECURITY HOLDERS INTO CONSIDERATION IN DETERMINING, COMPOSING OR CALCULATING THE CURRENCY INDICES. NEITHER MS&CO, ITS AFFILIATES NOR ANY OTHER PARTY INVOLVED IN, OR RELATED TO, MAKING OR COMPILING ANY CURRENCY INDEX IS RESPONSIBLE FOR OR HAS PARTICIPATED IN THE DETERMINATION OF THE TIMING OF, PRICES AT, OR QUANTITIES OF THE COLLATERALISED CURRENCY SECURITIES TO BE ISSUED OR IN THE

DETERMINATION OR CALCULATION OF THE EQUATION BY WHICH THE COLLATERALISED CURRENCY SECURITIES MAY BE REDEEMED FOR CASH. NEITHER MS&CO, ANY OF ITS AFFILIATES NOR ANY OTHER PARTY INVOLVED IN, OR RELATED TO, THE MAKING OR COMPILING ANY CURRENCY INDEX HAS ANY OBLIGATION OR LIABILITY TO THE SECURITY HOLDERS IN CONNECTION WITH THE ADMINISTRATION, MARKETING OR OFFERING OF THE COLLATERALISED CURRENCY SECURITIES.

ALTHOUGH MS&CO SHALL OBTAIN INFORMATION FOR INCLUSION IN OR FOR USE IN THE CALCULATION OF THE CURRENCY INDICES FROM SOURCES WHICH MS&CO CONSIDERS RELIABLE, NEITHER MS&CO, ANY OF ITS AFFILIATES NOR ANY OTHER PARTY INVOLVED IN, OR RELATED TO MAKING OR COMPILING ANY CURRENCY INDEX WARRANTS OR GUARANTEES THE ORIGINALITY, ACCURACY AND/OR THE COMPLETENESS OF ANY CURRENCY INDEX OR ANY DATA INCLUDED THEREIN. NEITHER MS&CO, ANY OF ITS AFFILIATES NOR ANY OTHER PARTY INVOLVED IN, OR RELATED TO, MAKING OR COMPILING ANY CURRENCY INDEX MAKES ANY WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE OBTAINED BY ANY PERSON OR ENTITY FROM THE USE OF ANY CURRENCY INDEX OR ANY DATA INCLUDED THEREIN. NEITHER MS&CO, ANY OF ITS AFFILIATES NOR ANY OTHER PARTY INVOLVED IN, OR RELATED TO, MAKING OR COMPILING ANY CURRENCY INDEX SHALL HAVE ANY LIABILITY FOR ANY ERRORS, OMISSIONS OR INTERRUPTIONS OF OR IN CONNECTION WITH ANY CURRENCY INDEX OR ANY DATA INCLUDED THEREIN. FURTHER, NEITHER MS&CO, ANY OF ITS AFFILIATES NOR ANY OTHER PARTY INVOLVED IN, OR RELATED TO, MAKING OR COMPILING ANY CURRENCY INDEX MAKES ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, AND MS&CO, ANY OF ITS AFFILIATES AND ANY OTHER PARTY INVOLVED IN, OR RELATED TO MAKING OR COMPILING ANY CURRENCY INDEX HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY CURRENCY INDEX AND ANY DATA INCLUDED THEREIN. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT SHALL MS&CO, ANY OF ITS AFFILIATES OR ANY OTHER PARTY INVOLVED IN, OR RELATED TO, MAKING OR COMPILING ANY CURRENCY INDEX HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR ANY OTHER DAMAGES (INCLUDING LOST PROFITS) EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

PART 4

DESCRIPTION OF COLLATERALISED CURRENCY SECURITIES

The following is a description of the rights attaching to Collateralised Currency Securities. The legally binding Terms and Conditions of the Collateralised Currency Securities are set out in the Trust Instrument and are reproduced in Part 10 (Terms and Conditions of Collateralised Currency Securities) of this Prospectus. Copies of the Trust Instrument, by which Collateralised Currency Securities will be constituted, are available for inspection as set out under the heading Documents Available for Inspection in Part 13 (Additional Information) of this Prospectus.

Pricing of Collateralised Currency Securities

A Collateralised Currency Security entitles an Authorised Participant (subject to certain conditions) to require the redemption of the Collateralised Currency Security at the Price (less, in the case of CNY Securities, any Additional Redemption Fee as set out under *Additional Redemption Fee* below) of that Collateralised Currency Security calculated on the relevant Pricing Day (day T) and to receive such amount, in the Relevant Currency, on the Redemption Payment Date (normally day T+2).

Collateralised Currency Securities will be priced on each Pricing Day and such price will reflect the movement in the applicable Currency Index since the immediately preceding Pricing Day and a Daily Adjustment.

Not all classes of Collateralised Currency Securities have the same Pricing Days (because the Currency Indices have different Index Business Days). Consequently there will be days on which Prices are calculated and published for some classes of Collateralised Currency Securities but not others.

Collateralised Currency Securities of a particular class are priced in the currency of denomination of that class. Collateralised Currency Securities linked to the performance of Currency Indices valued relative to the US Dollar will be denominated in US Dollars, Collateralised Currency Securities linked to the performance of Currency Indices valued relative to the Euro will be denominated in Euros and Collateralised Currency Securities linked to the performance of Currency Indices valued relative to GBP will be denominated in GBP.

The Price for each class of Collateralised Currency Security, for each Pricing Day for that class, will be an amount in the Relevant Currency calculated using the following formula (calculated to 7 decimal places with 0.00000005 rounded upwards):

$$P_{i,t} = P_{i,t-1} \times \left(\frac{I_{i,t}}{I_{i,t-1}} - DA_{i,t} \right)$$

where:

i	refers to the class of such Collateralised Currency Security;
t	refers to such Pricing Day;
t-1	refers to the Pricing Day immediately preceding Pricing Day *t;*
$P_{i,t}$	is the Price of a Collateralised Currency Security of class *i* on Pricing Day *t;*
$P_{i,t-1}$	is the Price of a Collateralised Currency Security of class *i* on Pricing Day *t-1;*
$I_{i,t}$	is the Closing Level of the Currency Index applicable to a Collateralised Currency Security of class *i* in respect of Pricing Day *t;*
$I_{i,t-1}$	is the Closing Level of the Currency Index applicable to a Collateralised Currency Security of class *i* in respect of Pricing Day *t-1;*

$DA_{i,t}$ is the daily adjustment in respect of a Collateralised Currency Security of class *i* on Pricing Day *t*, calculated in accordance with the following formula:

$$DA_{i,t} = \left(\frac{MF_{i,t}}{D} + DS_{i,t}\right) \times N_t$$

where:

$MF_{i,t}$ is the Management Fee (expressed as a percentage) in respect of Collateralised Currency Securities of class *i* on calendar day *t*;

$DS_{i,t}$ Is the Daily Spread in respect of Collateralised Currency Securities of class *i* on Pricing Day *t*;

D refers to the number of days in the calendar year in which calendar day *t* falls;

N_t refers to the number of calendar days from and including the Pricing Day immediately preceding Pricing Day *t* to but excluding Pricing Day *t*.

Prices will be calculated for each class of Collateralised Currency Security following the end of each day which is a Pricing Day for that Collateralised Currency Security, and posted on the Issuer's website at https://www.wisdomtree.eu on the following Pricing Day. As the closing level of a Currency Index fluctuates, the Price of Collateralised Currency Securities of the corresponding class will also fluctuate in accordance with the formula set out above.

The Price of the Collateralised Currency Securities will be affected by the movements and performance of the relevant Currency Index as explained in "Risks Factors - Exchange Rate Risks – General Market Risk" and in "Frequently Asked Questions" above.

The Currency Indices are calculated and published by MS&CO (on the MSFX Website) and further details are included in Part 3. How the Price of the relevant Collateralised Currency Security precisely affects the Collateralised Currency Security will be calculated in accordance with the above formula in this Part 4.

Where an Index Provider subsequently amends a Closing Level of a Currency Index in respect of a Pricing Day, there shall be no obligation on the Issuer to amend or recalculate the Price of the corresponding class of Collateralised Currency Securities for such Pricing Day.

Collateralised Currency Securities will be priced and settled in the Relevant Currency (currently US Dollars, Euros or GBP). 66 classes of Euro Collateralised Currency Securities, 99 classes of USD Collateralised Currency Securities and 56 classes of GBP Collateralised Currency Securities are available for issue under the Programme.

The Conditions provide that the amount payable upon Redemption of Collateralised Currency Securities of a particular class will be the higher of (i) the Principal Amount for that class, and (ii) the Price of that Collateralised Currency Security on the applicable Pricing Day less, in the case of CNY Securities, any Additional Redemption Fee.

As each class of Collateralised Currency Security is a limited recourse security as described in Condition 3.2, it is in the interests of the Security Holders of each class to ensure that the Price for that class does not fall below its Principal Amount. The Issuer will aim to avoid the Price of a class of Collateralised Currency Security falling below its Principal Amount: (i) by, where necessary, seeking the sanction of Security Holders by Extraordinary Resolution to reduce the Principal Amount of a class of Collateralised Currency Security to a level less than its Price (less, in the case of CNY Securities, any Additional Redemption Fee which would be payable on such Pricing Day); and/or (ii) if on any Pricing Day the Price (less, in the case of CNY Securities, any Additional Redemption Fee which would be payable on such Pricing Day) of any class of Collateralised Currency Security falls to 5 times the Principal Amount of such Collateralised Currency Security or below, the Issuer may, at any time for so long as the Price remains below such amount, upon not less than two days' notice by RIS announcement elect to redeem the Collateralised Currency Securities of that class. This right will cease once an Extraordinary Resolution is passed to reduce the Principal Amount such that the Price (less, in the case of CNY Securities, any Additional Redemption Fee which would be payable on such Pricing Day) is more than 10 times the Principal Amount subject to any further fall in the Price (less, in the case of CNY Securities, any Additional Redemption Fee which would be payable on such Pricing Day) of any class of Collateralised Currency Securities to 5 times the reduced Principal Amount or below.

If the Price (less, in the case of CNY Securities, any Additional Redemption Fee which would be payable on such Pricing Day) of a class of Collateralised Currency Security falls below its Principal Amount, the Issuer may suspend Redemptions of that class of Collateralised Currency Security and may terminate any such suspension (giving notice in each case via RIS announcement) for a period of 30 days, and 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, the suspension to expire 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. Any suspension will not affect any Redemption the Pricing Date for which had passed before the suspension commenced, but any Index Redemption Form lodged on a Pricing Day when the right to Redeem Collateralised Currency Securities of that class is suspended will be invalid.

Management Fee and Spread

The Price of each class of Collateralised Currency Securities includes a deduction of the Management Fee and the Daily Spread under the Currency Transactions of the same class by application of the Daily Adjustment.

The Management Fee for each class of Collateralised Currency Securities is a rate per annum payable by the Issuer to ManJer. The Spread for each class of Collateralised Currency Securities is a daily rate per annum, which will be as agreed from time to time by each Currency Transaction Counterparty and the Issuer and set out in the Daily Adjustment Agreement.

As at the date of this Prospectus, the Management Fee per annum and Daily Spreads applicable to Collateralised Currency Securities of each class are as follows:

Class	**Management Fee (% per annum)**	**Daily Spread (%)**
Long USD Developed Market Currency Securities Short USD Developed Market Currency Securities Long EUR Currency Securities Short EUR Currency Securities Long GBP Currency Securities Short GBP Currency Securities	0.39	0.0016438
CNY Securities	0.59	0.0023288
Triple Leveraged Collateralised Currency Securities	0.98	0.0023288
5 Times Leveraged Collateralised Currency Securities	0.98	0.0024658

The Daily Adjustment applicable to each class of Collateralised Currency Security in issue on each day will be posted by the Issuer on its website, at https://www.wisdomtree.eu.

Authorised Participants

Only Authorised Participants may deal with the Issuer in applying for or requiring the redemption of Collateralised Currency 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 where the Issuer has announced by RIS in respect of a particular Pricing Day, or until further announcement or generally, that Redemptions by Security Holders who are not Authorised Participants will be permitted. 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 Collateralised Currency Securities and (b) a Direct Agreement with MSIP and/or another Currency Transaction Counterparty, under which, amongst other things, the Authorised Participant and MSIP (or other Currency Transaction Counterparty) provide undertakings to each other regarding the settlement of moneys payable for applications and/or listing failures. For the avoidance of doubt, no Direct Agreement shall be entered into where the Authorised Participant and the Currency Transaction Counterparty are the same entity or are Affiliates.

A person will only become an Authorised Participant by signing an Authorised Participant Agreement with the Issuer (the terms of which are summarised in Part 8 (*Summary of Transaction Documents*). At the date of this Prospectus, there are six Authorised Participants (ABN AMRO Clearing Bank N.V., Jane Street Financial Limited, Susquehanna International Securities Limited, Virtu Financial Ireland Limited, Optiver VOF, DRW Global Markets Limited). Additional Authorised Participants may be introduced in due course.

Under a Facility Agreement, a Currency Transaction 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 compliance 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 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 require the redemption of Collateralised Currency Securities respectively held by them directly from the Issuer.

Applications and Redemptions

All applications for and redemptions of Collateralised Currency Securities on any Pricing Day or, in the case of CNY Securities, on the Pricing Day following the London Business Day on which the Application Form or Redemption Form is deemed received shall be effected using the pricing formulae described above.

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

Application Processes

Collateralised Currency 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 Collateralised Currency Securities that must be applied for (but there is a minimum creation volume for the creation of each class of Currency Transaction on any Pricing Day (the **Minimum Creation Volume)**. If that Minimum Creation Volume is not achieved through applications for corresponding Collateralised Currency Securities then, unless the Currency Transaction Counterparty agrees to waive the applicable Minimum Creation Volume, no Collateralised Currency Securities of that class will be issued). The Issuer will decline Applications if it cannot for any reason create a corresponding Currency Transaction under a Facility Agreement.

The Minimum Creation Volumes applicable to MSIP as the initial Currency Transaction Counterparty relating to each class of Currency Securities are as follows:

Class of Collateralised Currency Security	**Minimum Creation Volume**
Long USD Developed Market Currency Securities Short USD Developed Market Currency Securities	US$ 1,000,000
Long USD Emerging Market Currency Securities Short USD Emerging Market Currency Securities Double Leveraged Long USD Currency Securities Double Leveraged Short USD Currency Securities Triple Leveraged Long USD Currency Securities Triple Leveraged Short USD Currency Securities	US$ 500,000
Long EUR Currency Securities Short EUR Currency Securities	Euro 1,000,000
Triple Leveraged Long EUR Currency Securities Triple Leveraged Short EUR Currency Securities	Euro 500,000
Double Leveraged Long EUR Currency Securities Double Leveraged Short EUR Currency Securities	Euro 500,000
	GBP 500,000
Long GBP Currency Securities Short GBP Currency Securities Triple Leveraged Long GBP Currency Securities Triple Leveraged Short GBP Currency Securities	
5 Times Leveraged Long USD Currency Securities 5 Times Leveraged Short USD Currency Securities	US$ 250,000
5 Times Leveraged Long EUR Currency Securities 5 Times Leveraged Short EUR Currency Securities	Euro 250,000
5 Times Leveraged Long GBP Currency Securities 5 Times Leveraged Short GBP Currency Securities	GBP 250,000

Application Moneys for all Collateralised Currency Securities must be paid by Authorised Participants directly to the Issuer via CREST. Legal title to Collateralised Currency Securities will be transferred by means of the CREST system and evidenced by an entry on the Register.

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

(a) receipt by the Issuer of a valid Application Form;

(b) the creation of a matching Currency Transaction; and

(c) Listing in respect of such Collateralised Currency Securities having become effective.

In order to make an Application for the issue of Collateralised Currency Securities an Authorised Participant must either:

- submit an Application Form to the Issuer requesting the issue of Collateralised Currency Securities (**Index Pricing**); or
- agree with a Currency Transaction Counterparty a Pricing Day for (i) the issue of Collateralised Currency Securities and (ii) the creation of the corresponding Currency Transaction (**Agreed Pricing**).

Index Pricing

The following procedures apply when Index Pricing is used in an Application for all classes of Collateralised Currency Security other than CNY Securities:

- an Application for Collateralised Currency Securities using Index Pricing may only be made on a Pricing Day and must be received by the Issuer before 2.00 p.m.;
- the Issuer may (but shall not be obliged to) agree to treat an Application received on a Pricing Day after 2.00 p.m. as being received at 8.00 a.m. on the next following Pricing Day;
- upon receipt and confirmation of a valid Application, the Issuer will send a Creation Notice to the Currency Transaction Counterparty for the purpose of creating a Currency Transaction corresponding to such Application, and will confirm the Currency Transaction Counterparty's receipt of such Creation Notice.

The following procedures apply when Index Pricing is used in an Application for CNY Securities:

- such Application for CNY Securities using Index Pricing may only be made on a London Business Day and must be received by the Issuer before 4.30 p.m. on such London Business Day;
- the Issuer may (but shall not be obliged to) agree to treat an Application received on a London Business Day after 4.30 p.m. as being received at 8.00 a.m. on the next following London Business Day;
- on the Pricing Day immediately following the London Business Day on which such Application is received (**Pricing Day T**) the Issuer will confirm whether the Application is a valid Application;
- upon receipt and confirmation of a valid Application, the Issuer will on the London Business Day before Pricing Day T send a Creation Notice to the Currency Transaction Counterparty for the purpose of creating a CNY Transaction corresponding to such Application on Pricing Day T, and will confirm the Currency Transaction Counterparty's receipt of such Creation Notice.

The procedures required to be followed when lodging a Redemption Form in respect of CNY Securities are the same as for making an Application for CNY Securities.

Agreed Pricing

There are no restrictions on the number of Collateralised Currency 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 notices from both the Authorised Participant and the Currency Transaction Counterparty not later than noon (London time) one London Business Day prior to the proposed settlement date.

Calculation of Price

In the case of both Agreed Pricing and Index Pricing the Issuer will calculate the Price of all Collateralised Currency Securities to be issued to each Applicant and will confirm such Price with each Applicant by the following London Business Day.

Redemption Processes

A Security Holder who is an Authorised Participant may require the redemption of all or any of its Collateralised Currency Securities using Index Pricing or, if agreed with the Currency Transaction Counterparty, using Agreed Pricing.

A Security Holder who is not an Authorised Participant may only require the redemption of any of its Collateralised Currency Securities using Index Pricing and only if, on a Pricing Day, either there are no Authorised Participants or the Issuer has announced by RIS in respect of a such Pricing Day, or until further announcement or generally, that Security Holders who are not Authorised Participants may require the Issuer to redeem. Payment on redemption to persons who are not Authorised Participants may be subject to their giving to the Issuer and the relevant Currency Transaction 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 Issuer directly to the relevant Authorised Participant which has required the Issuer to redeem the Collateralised Currency Securities, via CREST.

The procedures required to be followed when lodging a Redemption Form are the same as for making an Application. Where Collateralised Currency Securities are to be redeemed, the Issuer will close the Currency Transaction corresponding to such Redemption, subject to the Issuer's discretion to elect to satisfy Redemption Forms by transfer of the appropriate number of Collateralised Currency Securities to one or more Applicants from Security Holders seeking redemption.

If the Price (less, in the case of CNY Securities, any Additional Redemption Fee which would be payable on the applicable Pricing Day) of a class of Collateralised Currency Security falls below its Principal Amount, the Issuer may suspend Redemptions of that class of Collateralised Currency Security (giving such notice via RIS announcement) for a period of 30 days, and 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, the suspension to expire 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. Any suspension shall not affect any Redemption the Pricing Date for which had passed before the suspension commenced, but any Redemption Form lodged on a Pricing Day when the right to Redeem Collateralised Currency Securities of that class is suspended will be invalid.

If a Counterparty Event of Default has occurred and is continuing and as a result any Redemption Notice in respect of Collateralised Currency Securities of any class issued on any of 30 continuous Pricing Days would have been invalid or the Issuer has suspended Redemptions in relation to such class for a period of 30 Pricing Days, then Security Holders who are not Authorised Participants will not have a right to redeem. However, the Trustee shall, if so directed by Security Holders of the Relevant Affected Classes holding not less than 25 per cent. by Principal Amount of Collateralised Currency Securities of those Relevant Affected Classes, subject to the Trustee having first been indemnified and/or secured and/or pre-funded to its satisfaction, instruct the Security Trustee to enforce the security constituted by the Security Deed relating to the relevant Currency Transaction Counterparty.

The System

The Issuer has implemented a system (the "**System**") for enabling Authorised Participants to make applications and request redemptions of Collateralised Currency Securities by means of a secure website in substitution for the lodging of the forms required by the Authorised Participant Agreements, the Conditions or any of them for the purpose of such applications and redemptions.

It is expected that all applications for Collateralised Currency Securities will be made and all redemptions of Collateralised Currency Securities will be requested using this 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" and "Applications and Redemptions — Redemption Processes" above.

Creation Limits and Redemption Limits

There are limits on the Volume of Currency Transactions which can be created or closed at any time (and therefore on the issue or redemption of corresponding Collateralised Currency Securities). The Issuer will reject Application Forms or Redemption Forms to the extent that the acceptance of such would cause the Creation Limits or Redemption Limits to be exceeded, unless the Currency Transaction Counterparty agrees with the Issuer that corresponding Currency Transactions will be created or closed notwithstanding that the Creation Limits or Redemption Limits would be exceeded.

The maximum creation volume applicable to MSIP as the initial Currency Transaction Counterparty in respect of all Currency Transactions is US$5,000,000,000.

The Volume limits and Daily Creation and Redemption Limits applicable to MSIP as the initial Currency Transaction Counterparty with respect to each class of Collateralised Currency Security are set out in the table below:

USD Collateralised Currency Securities

Class of USD Collateralised Currency Security	Volume Limit USD millions	Daily Creation Limit USD millions	Daily Redemption Limit USD millions
WisdomTree Long AUD Short USD and WisdomTree Short AUD Long USD WisdomTree Long CAD Short USD and WisdomTree Short CAD Long USD WisdomTree Long CHF Short USD and WisdomTree Short CHF Long USD WisdomTree Long EUR Short USD and WisdomTree Short Euro Long USD WisdomTree Long GBP Short USD and WisdomTree Short GBP Long USD WisdomTree Long JPY Short USD and WisdomTree Short JPY Long USD WisdomTree Long NZD Short USD and WisdomTree Short NZD Long USD	1,000	100	100
WisdomTree Long NOK Short USD and WisdomTree Short NOK Long USD WisdomTree Long SEK Short USD and WisdomTree Short SEK Long USD	500	100	100
WisdomTree Long CNY Short USD and WisdomTree Short CNY Long USD	500	50	50
WisdomTree Long CZK Short USD and WisdomTree Short CZK Long USD WisdomTree Long HUF Short USD and WisdomTree Short HUF Long USD WisdomTree Long ILS Short USD and WisdomTree Short ILS Long USD WisdomTree Long MXN Short USD and WisdomTree Short MXN Long USD WisdomTree Long ZAR Short USD and WisdomTree Short ZAR Long USD	20	20	20
WisdomTree Long BRL Short USD and WisdomTree Short BRL Long USD	20	20	20
WisdomTree Long SGD Short USD and WisdomTree Short SGD Long USD	50	20	20
WisdomTree Long AUD Short USD 2x Daily and WisdomTree Short AUD Long USD 2x Daily WisdomTree Long CAD Short USD 2x Daily and WisdomTree Short CAD Long USD 2x Daily WisdomTree Long CHF Short USD 2x Daily and WisdomTree Short CHF Long USD 2x Daily WisdomTree Long EUR Short USD 2x Daily and WisdomTree Short EUR Long USD 2x Daily WisdomTree Long GBP Short USD 2x Daily and WisdomTree Short GBP Long USD 2x Daily WisdomTree Long JPY Short USD 2x Daily and WisdomTree Short JPY Long USD 2x Daily WisdomTree Long NZD Short USD 2x Daily and WisdomTree Short NZD Long USD 2x Daily	500	50	50
WisdomTree Long NOK Short USD 3x Daily and WisdomTree Short NOK Long USD 3x Daily WisdomTree Long SEK Short USD 3x Daily and WisdomTree Short SEK Long USD 3x Daily WisdomTree Long AUD Short USD 3x Daily and WisdomTree Short AUD Long USD 3x Daily WisdomTree Long CAD Short USD 3x Daily and WisdomTree Short CAD Long USD 3x Daily WisdomTree Long CHF Short USD 3x Daily and WisdomTree Short CHF Long USD 3x Daily WisdomTree Long EUR Short USD 3x Daily and WisdomTree Short EUR Long USD 3x Daily WisdomTree Long GBP Short USD 3x Daily and WisdomTree Short GBP Long USD 3x Daily WisdomTree Long JPY Short USD 3x Daily and WisdomTree Short JPY Long USD 3x Daily WisdomTree Long NZD Short USD 3x Daily and WisdomTree Short NZD Long USD 3x Daily	250	50	50
WisdomTree Long NOK Short USD 3x Daily and WisdomTree Short NOK Long USD 3x Daily WisdomTree Long SEK Short USD 3x Daily and WisdomTree Short SEK Long USD 3x Daily	125	50	50
WisdomTree Long AUD Short USD 5x Daily and WisdomTree Short AUD Long USD 5x Daily WisdomTree Long CAD Short USD 5x Daily and WisdomTree Short CAD Long USD 5x Daily WisdomTree Long CHF Short USD 5x Daily and WisdomTree Short CHF Long USD 5x Daily WisdomTree Long GBP Short USD 5x Daily and WisdomTree Short GBP Long USD 5x Daily WisdomTree Long JPY Short USD 5x Daily and WisdomTree Short JPY Long USD 5x Daily WisdomTree Long NZD Short USD 5x Daily and WisdomTree Short NZD Long USD 5x Daily	100	20	20
WisdomTree Long NOK Short USD 5x Daily and WisdomTree Short NOK Long USD 5x Daily WisdomTree Long SEK Short USD 5x Daily and WisdomTree Short SEK Long USD 5x Daily	75	20	20

Euro Collateralised Currency Securities

Class of Euro Collateralised Currency Security	Volume Limit Euro millions	Daily Creation Limit Euro millions	Daily Redemption Limit Euro millions
WisdomTree Long NOK Short EUR and WisdomTree Short NOK Long EUR WisdomTree Long SEK Short EUR and WisdomTree Short SEK Long EUR WisdomTree Long AUD Short EUR and WisdomTree Short AUD Long EUR WisdomTree Long CAD Short EUR and WisdomTree Short CAD Long EUR WisdomTree Long NZD Short EUR and WisdomTree Short NZD Long EUR	375	75	75
WisdomTree Long CHF Short EUR and WisdomTree Short CHF Long EUR WisdomTree Long GBP Short EUR and WisdomTree Short GBP Long EUR WisdomTree Long JPY Short EUR and WisdomTree Short JPY Long EUR WisdomTree Long USD Short EUR and WisdomTree Short USD Long EUR	750	75	75
WisdomTree Long CHF Short EUR 2x Daily and WisdomTree Short CHF Long EUR 2x Daily WisdomTree Long GBP Short EUR 2x Daily and WisdomTree Short GBP Long EUR 2x Daily WisdomTree Long JPY Short EUR 2x Daily and WisdomTree Short JPY Long EUR 2x Daily	375	37.5	37.5
WisdomTree Long NOK Short EUR 2x Daily and WisdomTree Short NOK Long EUR 2x Daily WisdomTree Long SEK Short EUR 2x Daily and WisdomTree Short SEK Long EUR 2x Daily WisdomTree Long CHF Short EUR 3x Daily and WisdomTree Short CHF Long EUR 3x Daily WisdomTree Long GBP Short EUR 3x Daily and WisdomTree Short GBP Long EUR 3x Daily WisdomTree Long JPY Short EUR 3x Daily and WisdomTree Short JPY Long EUR 3x Daily WisdomTree Long USD Short EUR 3x Daily and WisdomTree Short USD Long EUR 3x Daily	187.5	37.5	37.5
WisdomTree Long AUD Short EUR 3x Daily and WisdomTree Short AUD Long EUR 3x Daily WisdomTree Long CAD Short EUR 3x Daily and WisdomTree Short CAD Long EUR 3x Daily WisdomTree Long NOK Short EUR 3x Daily and WisdomTree Short NOK Long EUR 3x Daily WisdomTree Long NZD Short EUR 3x Daily and WisdomTree Short NZD Long EUR 3x Daily WisdomTree Long SEK Short EUR 3x Daily and WisdomTree Short SEK Long EUR 3x Daily	100	37.5	37.5
WisdomTree Long CHF Short EUR 5x Daily and WisdomTree Short CHF Long EUR 5x Daily WisdomTree Long GBP Short EUR 5x Daily and WisdomTree Short GBP Long EUR 5x Daily WisdomTree Long JPY Short EUR 5x Daily and WisdomTree Short JPY Long EUR 5x Daily WisdomTree Long USD Short EUR 5x Daily and WisdomTree Short USD Long EUR 5x Daily	100	15	15
WisdomTree Long AUD Short EUR 5x Daily and WisdomTree Short AUD Long EUR 5x Daily WisdomTree Long CAD Short EUR 5x Daily and WisdomTree Short CAD Long EUR 5x Daily WisdomTree Long NOK Short EUR 5x Daily and WisdomTree Short NOK Long EUR 5x Daily WisdomTree Long NZD Short EUR 5x Daily and WisdomTree Short NZD Long EUR 5x Daily WisdomTree Long SEK Short EUR 5x Daily and WisdomTree Short SEK Long EUR 5x Daily	75	15	15

GBP Collateralised Currency Securities

Class of GBP Collateralised Currency Security	Volume Limit GBP millions	Daily Creation Limit GBP millions	Daily Redemption Limit GBP millions
WisdomTree Long CHF Short GBP and WisdomTree Short CHF Long GBP WisdomTree Long EUR Short GBP and WisdomTree Short EUR Long GBP WisdomTree Long JPY Short GBP and WisdomTree Short JPY Long GBP WisdomTree Long USD Short GBP and WisdomTree Short USD Long GBP	450	100	100
WisdomTree Long AUD Short GBP and WisdomTree Short AUD Long GBP WisdomTree Long CAD Short GBP and WisdomTree Short CAD Long GBP WisdomTree Long NOK Short GBP and WisdomTree Short NOK Long GBP WisdomTree Long NZD Short GBP and WisdomTree Short NZD Long GBP WisdomTree Long SEK Short GBP and WisdomTree Short SEK Long GBP	225	100	100
WisdomTree Long CHF Short GBP 3x Daily and WisdomTree Short CHF Long GBP 3x Daily WisdomTree Long EUR Short GBP 3x Daily and WisdomTree Short EUR Long GBP 3x Daily WisdomTree Long JPY Short GBP 3x Daily and WisdomTree Short JPY Long GBP 3x Daily WisdomTree Long USD Short GBP 3x Daily and WisdomTree Short USD Long GBP 3x Daily	115	20	20
WisdomTree Long AUD Short GBP 3x Daily and WisdomTree Short AUD Long GBP 3x Daily WisdomTree Long CAD Short GBP 3x Daily and WisdomTree Short CAD Long GBP 3x Daily WisdomTree Long NOK Short GBP 3x Daily and WisdomTree Short NOK Long GBP 3x Daily WisdomTree Long NZD Short GBP 3x Daily and WisdomTree Short NZD Long GBP 3x Daily WisdomTree Long SEK Short GBP 3x Daily and WisdomTree Short SEK Long GBP 3x Daily	57.5	20	20
WisdomTree Long CHF Short GBP 5x Daily and WisdomTree Short CHF Long GBP 5x Daily WisdomTree Long JPY Short GBP 5x Daily and WisdomTree Short JPY Long GBP 5x Daily	50	10	10
WisdomTree Long AUD Short GBP 5x Daily and WisdomTree Short AUD Long GBP 5x Daily WisdomTree Long CAD Short GBP 5x Daily and WisdomTree Short CAD Long GBP 5x Daily WisdomTree Long NOK Short GBP 5x Daily and WisdomTree Short NOK Long GBP 5x Daily WisdomTree Long NZD Short GBP 5x Daily and WisdomTreeShort NZD Long GBP 5x Daily WisdomTree Long SEK Short GBP 5x Daily and WisdomTree Short SEK Long GBP 5x Daily	40	10	10

Application Fees and Redemption Fees

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

The Issuer will charge Authorised Participants an Application Fee of up to £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 Collateralised Currency Securities being issued.

The Issuer will also charge Authorised Participants a Redemption Fee of up to £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 Collateralised Currency 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 11 (*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 an RIS announcement.

Additional Redemption Fee

An Additional Redemption Fee will be payable in respect of the redemption of CNY Securities pursuant to an Index Redemption Form.

The Additional Redemption Fee in respect of any class shall be an amount calculated as the average of all applicable Additional Closing Fees incurred by the Issuer on the Pricing Date which is relevant to that Index Redemption Form in connection with the Closing of any Corresponding Currency Transaction. The Additional Redemption Fees applicable to each class of Collateralised Currency Transaction will be published on the Issuer's website at https://www.wisdomtree.eu/pricing.

Additional Closing Fees are payable by the Issuer to MSIP when MSIP closes any CNY Transaction as described under "*Additional Closing Fee*" in Part 5 (*Description of Currency Transactions*).

Compulsory Redemptions

The Issuer may, at any time, upon not less than 30 days' notice by RIS announcement to the Security Holders, redeem all or some Collateralised Currency Securities of a particular class.

In addition, Collateralised Currency Securities may be compulsorily redeemed, either in whole or in part, in the following circumstances as more fully described in the Conditions:

Compulsory Redemption on Termination

The Issuer may nominate a Pricing Day to be a compulsory redemption date (a **Compulsory Redemption Date**) on less than 30 days' notice in respect of all or some of a class of Collateralised Currency Securities where:

- notice is given by a party to a Facility Agreement terminating that Facility Agreement or notifying a Compulsory Closing Date thereunder in respect of one or more Currency Transactions created thereunder;
- a Compulsory Closing Date occurs in respect of a Corresponding Currency Transaction;
- an Early Termination Date has been set in relation to a Corresponding Currency Transaction; or
- a final Daily Payment Amount has become due and payable in relation to a Corresponding Currency Transaction following the occurrence of consecutive Collateral Administration Suspension Days.

Compulsory Redemption on Default

The Trustee shall, where:

- a Defaulted Obligation has occurred and is continuing in respect of Collateralised Currency Securities of any class (other than where an Issuer Insolvency Event or a Counterparty Event of Default in respect of a Corresponding Currency Transaction Counterparty for such class has occurred and is continuing at such time); or
- an Issuer Insolvency Event has occurred and is continuing; or
- a Counterparty Event of Default has occurred and is continuing and as a result any Redemption Notice in respect of Collateralised Currency Securities of any class (the affected class) issued on any of 30 continuous Pricing Days would have been invalid pursuant to Condition 6.8(g) or 6.17(c) or the Issuer has suspended Redemptions in relation to such affected class for a period of 30 Pricing Days,

and it is so directed in writing by:

- in the case of a Defaulted Obligation, Security Holders of the Relevant Exposed Classes holding not less than 10 per cent. by Principal Amount (as at the date of receipt by the Trustee of the latest written notice) of Collateralised Currency Securities of such Relevant Exposed Classes as at such date;
- in the case of an Issuer Insolvency Event, Security Holders holding not less than 25 per cent. by Principal Amount (as at the date of receipt by the Trustee of the latest written notice) of all the Collateralised Currency Securities of all classes then outstanding; or

- in the case of a Counterparty Event of Default, Security Holders of the Relevant Affected Classes holding not less than 25 per cent. by Principal Amount (as at the date of receipt by the Trustee of the latest written notice) of Collateralised Currency Securities of those Relevant Affected Classes as at such date,

subject to the Trustee having first been indemnified and/or secured and/or pre-funded to its satisfaction, give notice to the Issuer that:

- in the case of a Defaulted Obligation, all of the Relevant Exposed Classes of Collateralised Currency Securities outstanding;
- in the case of an Issuer Insolvency Event, all of the Collateralised Currency Securities outstanding;
- in the case of a Counterparty Event of Default, all of the Relevant Affected Classes of Collateralised Currency Securities outstanding,

are required to be Redeemed and nominating a Pricing Day falling not less than 20 Pricing Days (or two Pricing Days in the case of an Issuer Insolvency Event) from the giving of such notice to be a Compulsory Redemption Date.

In addition, if a CTC Enforcement Event has occurred and is continuing and the Relevant Currency Transaction Counterparty has effectively instructed the Security Trustee to enforce the relevant Counterparty Collateral Pool, a Compulsory Redemption Date shall automatically occur in respect of all Relevant Affected Classes.

On the occurrence of a Counterparty Event of Default or CTC Enforcement Event, the Issuer may effect a division of the Gross Class Collateral Pools applicable to one or more classes of Collateralised Currency Securities – see '*Consolidation and Division*' below.

Index Disruption

If, in respect of a class of Collateralised Currency Securities, an Index Event occurs, a Disruption Event occurs in relation to a Corresponding Currency Transaction or an Index Provider gives notice of its intention to discontinue calculation and notification of the Currency Index applicable to such class, the Issuer may exercise its right to redeem all or some of such class of Collateralised Currency Securities.

Fall in Price relative to Principal Amount

The Conditions provide that the amount payable upon a Redemption of a Collateralised Currency Security of a particular class by way of the submission of an Index Redemption Form will be the higher of the Principal Amount for that class and the Price of such Collateralised Currency Security on the applicable Pricing Day less, in the case of CNY Securities, any Additional Redemption Fee. As each class of Collateralised Currency Security is a limited recourse security as described in Condition 3.2, it is in the interests of the Security Holders of each class to ensure that the Price for that class does not fall below its Principal Amount. The Issuer will normally aim to minimise the risk that the Price (less, in the case of the CNY Securities, any Additional Redemption Fee) of a class of Collateralised Currency Security would fall below its Principal Amount: (i) by, where necessary, seeking the sanction of Security Holders by Extraordinary Resolution to reduce the Principal Amount of a class of Collateralised Currency Security to a level less than its Price (less, in the case of the CNY Securities, any Additional Redemption Fee); and/or (ii) if on any Pricing Day the Price (less, in the case of the CNY Securities, any Additional Redemption Fee) of any class of Collateralised Currency Security falls to 5 times the Principal Amount of such Collateralised Currency Security or below, the Issuer may, at any time for so long as the Price (less, in the case of the CNY Securities, any Additional Redemption Fee) remains below such amount upon not less than two days' notice by RIS announcement elect to redeem the Collateralised Currency Securities of that class. This right will cease once an Extraordinary Resolution is passed to reduce the Principal Amount such that the Price (less, in the case of the CNY Securities, any Additional Redemption Fee) is more than 10 times the Principal Amount, subject to any further fall in the Price (less, in the case of the CNY Securities, any Additional Redemption Fee) of any class of Collateralised Currency Securities to 5 times the revised Principal Amount or below.

Compulsory Redemption for cause

The Issuer may, at any time by not less than seven nor more than 14 Pricing Days written notice, redeem any Collateralised Currency 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.

General

MSIP may terminate its appointment as a Currency Transaction Counterparty on not less than one year's notice. If MSIP terminates its appointment then the Currency Transactions will expire and unless MSIP is replaced by a new Currency Transaction Counterparty or the Currency Transactions are transferred to another (existing) Currency Transaction Counterparty the Issuer will elect to redeem the outstanding Collateralised Currency Securities.

Where a Compulsory Redemption occurs, the Collateralised Currency Securities to be redeemed will be priced in the normal way as set out above, but depending on the number of Collateralised Currency 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.

The amount Security Holders are entitled to receive on Compulsory Redemption is always subject to the limited recourse provisions of Condition 3.2. On each Compulsory Redemption Date the Issuer shall calculate, in respect of each Collateralised Currency Security being Redeemed, the amount which the holder of such Collateralised Currency Security would be entitled to pursuant to Condition 3.2 after the Security Trustee or Trustee had realised the Class Collateral Pool for such class (the **Entitlement Amount**). To the extent that this Entitlement Amount is less than the amount otherwise payable under the Conditions, the Issuer's obligation to make payment of such amount shall be satisfied by the payment of the Entitlement Amount and no further obligation shall arise.

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

Consolidation and Division

Circumstances may arise where the Issuer might wish to divide the Gross Class Collateral Pool applicable to a particular class of Collateralised Currency Security.

For example, if a class of Collateralised Currency Securities (the **Relevant Class**) was linked to corresponding Currency Transactions from two or more different Currency Transaction Counterparties and therefore secured by separate Counterparty Collateral Pools and one of the Currency Transaction Counterparties (the **Affected Counterparty**) had either a significant credit rating downgrade or was subject to a Counterparty Event of Default, it may be necessary or desirable, in order to ensure that the value of the Collateralised Currency Securities reflects the value of the relevant Currency Index, for the Counterparty Collateral Pool attributable to the Affected Counterparty (the **Affected CTC Collateral Pool**) to be excluded from the assets backing the Relevant Class and transferred to a new class with proportionate adjustments being made to the Price of each such class. This could be effected by the Issuer creating and issuing to the holders of securities of the Relevant Class new Collateralised Currency Securities secured by the Affected CTC Collateral Pool on a one-for-one basis with the Price for each class being adjusted accordingly.

A Security Holder would therefore receive, for each Collateralised Currency Security which it held of the Relevant Class, an additional Collateralised Currency Security of the new class and the Price of each class would be adjusted so that, in aggregate, they would be equal to the Price of the Relevant Class before the creation of the new class. For example, if the Currency Transactions from the Affected Counterparty comprised 30 per cent. of the Volume in respect of the Currency Transactions relating to the Relevant Class, then the Price of the Relevant Class following the division would be 70 per cent. of the Price prior to the division and the Price for the new class would be 30 per cent. of the Price prior to the division.

However, if the Issuer does not exercise this right (and it has no obligation to do so), the Price may fall below the Principal Amount. The Price may, in some situations, fall to zero. In these cases, the

Collateralised Currency Securities may become subject to Compulsory Redemption. A Security Holder generally has the right to receive on redemption the Principal Amount of such Collateralised Currency Securities. However, if the Price falls below the Principal Amount and the Issuer has insufficient assets in the relevant Class Collateral Pool available, the Collateralised Currency Securities may become subject to compulsory redemption and may be redeemed at zero. Security Holders may receive nothing on a compulsory redemption.

The Issuer may also decide to exercise this right where a Currency Transaction Counterparty decides to enforce the Counterparty Collateral Pool relevant to such Currency Transaction Counterparty following the occurrence of a CTC Enforcement Event (such enforcing Currency Transaction Counterparty being the Affected Counterparty).

The Issuer has the right under the Trust Instrument at any time to effect either a division as described above or a consolidation or division of any class of Collateralised Currency Security, and need not obtain Listing for any such new class of Collateralised Currency Securities. The Issuer will only take such action if it believes it is in the interest of the affected Security Holders to do so.

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 Collateralised Currency 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 Collateralised Currency 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.

PART 5

DESCRIPTION OF CURRENCY TRANSACTIONS

Each class of Collateralised Currency Securities will be linked to an unfunded collateralised derivative contract (the "**Currency Transaction**") between the Issuer and a currency transaction counterparty (the "**Currency Transaction Counterparty**"). As at the date of this Prospectus, there is only one Currency Transaction Counterparty – Morgan Stanley & Co. International plc ("**MSIP**"). The Volume of any Currency Transaction shall reflect the number of Collateralised Currency Securities of the corresponding class outstanding (including those yet to be settled). Where Collateralised Currency Securities are issued or Redeemed the Issuer shall effect an increase or reduction in the Volume of the relevant Currency Transactions as described below. In order to enter into a Currency Transaction a Currency Transaction Counterparty must have entered into a Facility Agreement and an ISDA Master Agreement with the Issuer. At the date of this Prospectus, the Issuer has entered into a Facility Agreement and ISDA Master Agreement with MSIP.

Creation and Closing of Currency Transactions

Whenever Collateralised Currency Securities of a class are issued or redeemed, the Issuer will always effect an increase or reduction in the Volume of the Corresponding Currency Transactions in accordance with provisions of the relevant Facility Agreement.

Agreed Pricing

An Authorised Participant may agree with a Currency Transaction Counterparty a Pricing Day for (i) the issue or redemption of Collateralised Currency Securities and (ii) the creation or closing of the Corresponding Currency Transaction. Provided that the Issuer is notified of such agreement in accordance with the provisions of the Facility Agreement the Issuer shall effect an increase or decrease (as relevant) in the Volume of the Corresponding Currency Transaction on such Pricing Day by creating or closing such Corresponding Currency Transaction in accordance with the provisions of the relevant Facility Agreement.

Index Pricing

If the Issuer receives one or more valid Application Forms or Redemption Forms in respect of a class of Collateralised Currency Securities, the Issuer will send to the relevant Currency Transaction Counterparty a Creation Notice or Closing Notice requesting the creation or closing, as the case may be, of the Corresponding Currency Transaction. The Issuer will, in accordance with the provisions of the relevant Facility Agreement, contact the Currency Transaction Counterparty by telephone to seek confirmation of acceptance by the Currency Transaction Counterparty of such Creation Notice or Closing Notice. The Currency Transaction Counterparty will confirm such Creation Notice or Closing Notice provided that it complies with certain formalities (set out in the Facility Agreement) as to form, quantum, procedure, timing and substance. Following such confirmation, the Volume of the Corresponding Currency Transaction will increase or decrease (as relevant) on the relevant Payment Date by creating or closing such Corresponding Currency Transaction in accordance with the provisions of the relevant Facility Agreement.

Elections

Upon an Application Form being lodged for new Collateralised Currency Securities:

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

Volume of Currency Transactions

The volume (**Volume**) of each Currency Transaction on any Pricing Day comprises in summary:

- the Volume relating to corresponding settled Collateralised Currency Securities (**Settled Volume**); and
- the Volume relating to corresponding unsettled Collateralised Currency Securities in respect of which a Creation Notice has been received but which are not yet settled (**Unsettled Volume**), and will be an amount in the Relevant Currency calculated pursuant to the Facility Agreement.

Daily Payment Amounts

Subject to the provisions of the Relevant ISDA Master Agreement a daily payment amount (a "**Daily Payment Amount**") will be due under each Currency Transaction in respect of each Pricing Day depending on the change in the level of the relevant Currency Index since the preceding Pricing Day.

The Daily Payment Amount for each class of Currency Transactions will be an amount in the Relevant Currency determined in accordance with a formula in the Relevant Facility Agreement which calculates the Daily Payment Amount by reference to the outstanding Volume and daily change in the value of the relevant Currency Index and which includes a deduction of the spread.

If the Daily Payment Amount is:

- a positive amount on any Pricing Day, the Currency Transaction Counterparty shall pay such amount to the Issuer; and
- a negative amount on any Pricing Day, the Issuer shall pay the absolute value of such amount to the Currency Transaction Counterparty,
- in each case, on the first Repo Day following such Pricing Day, provided that if:
- at the Wire-Cut Off the funds available to the Issuer are not sufficient to pay the Daily Payment Amount; and
- the cause of such deficiency of available funds is that monies due to be paid on such Repo Day by MSIP to the Issuer pursuant to the MSIP Global Master Repurchase Agreement have not been received by the Issuer by the Wire Cut-Off on such Repo Day;

the Facility Agreement requires the Issuer to use reasonable endeavours to draw an amount under the Daily Payment Amount Facility which would be sufficient to allow it to make payment of such Daily Payment Amount. Where the Issuer determines it is unable to draw under the Daily Payment Amount Facility it shall be entitled to make payment of such Daily Payment Amount on the next following Repo Day. In the MSIP Facility Agreement MSIP has indemnified the Issuer for overnight interest actually incurred by the Issuer when drawing under the Daily Payment Amount Facility subject to certain conditions.

The obligations of the Issuer and the Currency Transaction Counterparty to make such Daily Payment Amount shall be suspended on any Collateral Administration Suspension Day.

Additional Closing Fee

An additional closing fee (the **MSIP Additional Closing Fee**) will be payable by the Issuer to MSIP on the next following Repo Day (which is not a Collateral Administrator Suspension Day) where MSIP closes any CNY Transaction.

The MSIP Additional Closing Fee shall be agreed between the Currency Transaction Counterparty and the Issuer pursuant to the terms of the Facility Agreement, provided that it shall not exceed an amount equivalent to the Price less the Principal Amount in respect of each underlying Currency Security to which the relevant Currency Transaction relates.

ISDA Master Agreements

All Currency Transactions entered into by the Issuer and a Currency Transaction Counterparty will be governed by an ISDA Master Agreement. All Daily Payment Amounts due on the same day in the same Relevant Currency in respect of an ISDA Master Agreement shall be netted so that a single amount in the Relevant Currency will be payable by either the Currency Transaction Counterparty or the Issuer.

PART 6

DESCRIPTION OF DAILY REPURCHASE TRANSACTIONS AND COLLATERAL ADMINISTRATION

In order to limit Security Holders' exposure to the credit risk of either the Issuer or the Currency Transaction Counterparty, the Issuer has entered into arrangements for the provision of collateral for its obligations to Security Holders. In order to obtain such collateral monies received by the Issuer on the creation of Collateralised Currency Securities or from a Currency Transaction Counterparty are used to enter into Daily Repurchase Transactions with MSIP.

Daily Repurchase Transactions

Pursuant to the terms of the MSIP Facility Agreement, the Issuer and MSIP agree to enter into daily repurchase transactions governed by the MSIP Global Master Repurchase Agreement.

The Issuer will enter into a Repo with MSIP on each Repo Day, being:

(i) in the case of USD Repos, a day which is both a London Business Day and a New York Business Day;

(ii) in the case of Euro Repos, a London Business Day on which TARGET2 is open for the settlement of the payment of Euros; and

(iii) in the case of GBP Repos, a London Business Day.

On each Repo Day the Issuer will pay to MSIP a US Dollar amount (the **USD Repo Amount**), a Euro amount (the **Euro Repo Amount**) or a GBP amount (the **GBP Repo Amount**) in exchange for the transfer by MSIP of Eligible Collateral of a Value equal to or greater than the USD Repo Amount, Euro Repo Amount or GBP Repo Amount. On the next following Repo Day MSIP will pay back to the Issuer such USD Repo Amount, Euro Repo Amount or GBP Repo Amount in exchange for the transfer by the Issuer of securities that are equivalent to such Eligible Collateral. A new Repo will then be entered into with respect to the USD Repo Amount, Euro Repo Amount or GBP Repo Amount on that particular Repo Day. A USD Repo will always be entered into with respect to USD Collateralised Currency Securities, a Euro Repo will always be entered into with respect to Euro Collateralised Currency Securities and a GBP Repo will always be entered with respect to GBP Collateralised Currency Securities.

The USD Repo Amount (or Euro Repo Amount or GBP Repo Amount) will be, in respect of a USD Repo (or Euro Repo or GBP Repo) entered into on any Repo Day (**Day T**), an amount in US Dollars (or Euros or GBP) equal to the greater of zero and the sum (the **Sum**) of:

(a) where the USD Repo Amount (or Euro Repo Amount or GBP Repo Amount) in respect of the USD Repo (or Euro Repo or GBP Repo) entered into on the next preceding Repo Day (which was not also a Collateral Administrator Suspension Day) pursuant to a Facility Agreement:

  (i) was greater than zero, such USD Repo Amount (or Euro Repo Amount or GBP Repo Amount); and

  (ii) was zero, the Sum calculated in respect of such Repo Day; PLUS

(b) the (positive or negative) Net Adjustment Amount, if any; PLUS

(c) the (positive or negative) aggregate of each Daily Payment Amount (if any) becoming due and payable under each USD Currency Transaction (or Euro Currency Transaction or GBP Currency Transaction) on Day T **provided** if such aggregate amount is a positive amount, that such amount has been received by the Issuer by the Wire Cut-Off on Day T; PLUS

(d) if the aggregate of each Daily Payment Amount which became due and payable to the Issuer under each USD Currency Transaction (or Euro Currency Transaction or GBP Currency Transaction) on the Repo Day (which is not a Collateral Administrator Suspension Day) immediately preceding Day T was a positive amount and the Issuer received such amount on such Repo Day but after the Wire Cut-Off on such Repo Day, such amount; LESS

(e) an amount equal to the aggregate Management Fee Amount for Day T in respect of all outstanding Underlying Currency Securities to which any USD Currency Transaction (or Euro Currency Transaction or GBP Currency Transaction) relates, together with any such Management Fee

Amount in respect of any other day from and excluding the immediately preceding Repo Day (which was not also a Collateral Administrator Suspension Day),

and USD Repo Amount, Euro Repo Amount and GBP Repo Amount shall be defined accordingly.

On any given day all US Dollar, Euro and GBP Amounts held by the Issuer will be applied to purchase securities under a Repo (other than amounts required to pay the Management Fee or which have been recently received in respect of an issue of, or are due to be paid in respect of a Redemption of, Collateralised Currency Securities). As the Repos will mature on the next following Repo Day, the Issuer will only be exposed to any movement in the Value of the Eligible Collateral held in respect of a Repo until that following Repo Day.

The obligations of the Issuer or MSIP to make payments or deliver Eligible Collateral under the Repos shall be suspended on any Collateral Administrator Suspension Day.

Eligible Collateral

Any collateral deliverable under the Daily Repurchase Transactions must meet the eligibility criteria set out in the Eligible Collateral Agreement and will be valued in accordance with the terms of that agreement. Collateral meeting such criteria is known as "Eligible Collateral" and at the date of this Prospectus means:

(A) Fixed income & money market funds

(i) units or shares in government or treasury money market funds denominated in US Dollars, Euros or GBP rated no lower than AAA by Standard & Poor's, a division of The McGraw- Hill Companies, Inc., or any successor thereto (**S&P**).

(ii) G10 government debt, and government debt of Austria, Australia, Denmark, Finland, Luxembourg, New Zealand, Norway, Portugal, and Spain (provided that the country has a long term issuer rating not lower than "AA" by S&P or "Aa2" by Moody's Investors Service, Inc., or any successor thereto (**Moody's**)).

(iii) Supranational bonds issued by the International Bank for Reconstruction and Development, the European Investment Bank, the Council of Europe, the Asian Development Bank or the Inter-American Development Bank with a long term issuer rating not lower than "AAA" by S&P or "Aaa" by Moody's.

(iv) Agencies: Unsubordinated bonds issued by the Government National Mortgage Association, provided that these are 100% backed by the US government.

(B) Equities

Common stock, preferred equities, American depositary receipts which form part of the indices specified in the Eligible Collateral Agreement and as set out on each of the Collateralised Currency Securities pages on the Issuer's website at https://www.wisdomtree.eu/en-gb/-/media/eu-media-files/other-documents/operational/collateral/FXL-Eligible-Collateral.xls.

As all Repos are paid back to the Issuer on the next following Repo Day, all equities held as Eligible Collateral will be valued each day ('mark-to-market') to ensure there is sufficient value held, taking into account the requirements and concentration limits set out below.

The ability of the securities listed at (A) and (B) to be included as Eligible Collateral are subject to the following additional conditions:

(i) certain types of the securities listed above will only constitute Eligible Collateral if tax documentation acceptable to BONY has been received from the Issuer or MSIP;

(ii) securities or obligations of MSIP or an Affiliate of MSIP or guaranteed by MSIP or an Affiliate of MSIP shall not constitute Eligible Collateral;

(iii) securities which are ex-dividend or on record date or subject to any other corporate action shall not constitute Eligible Collateral;

(iv) securities to which the Collateral Administrator cannot ascribe a daily market value or price shall not constitute Eligible Collateral;

(v) securities meeting the criteria in (A)(ii), (A)(iii) and (B) above shall only constitute Eligible Collateral to the extent that the value of such securities does not exceed the relevant jurisdiction limit (as set out in (i), (ii) and (iii) below) applicable to the jurisdiction of the relevant issuer or issuers, as the case may be; and

(vi) securities comprising Eligible Equities shall only constitute Eligible Collateral to the extent that the value of such securities does not exceed any applicable issuer concentration limit (as set out in (iii) below).

The following concentration limits apply to each type of Eligible Collateral:

(i) in the case of any collateral falling within paragraph (A)(ii) above in the definition of "Eligible Collateral", the Collateral Administrator will exclude from its calculation of the value of the collateral any such securities or obligations in the Collateral Account to the extent that the total value of all such securities or obligations (i) of any of the governments of the United Kingdom, Japan, Germany or France exceeds 50 per cent. of the value of the collateral or (ii) of any of the governments of the other countries listed in A(ii) above exceeds 25 per cent. of the total value of the collateral;

(ii) in the case of any Collateral falling within paragraph (A)(iii) above in the definition of "Eligible Collateral", the Collateral Administrator will exclude from its calculation of the value of the Collateral any such securities or obligations to the extent that the total value of all such securities or obligations issued by any issuer listed in paragraph (A)(iii) above exceeds 25 per cent. of the total value of the Collateral; and

(iii) in the case of any Collateral falling within paragraph (B) above in the definition of "Eligible Collateral", the Collateral Administrator will exclude from its calculation of the value of the Collateral any such Eligible Equities to the extent that (a) the total value of any Eligible Equities issued by one issuer represents: (i) 3.3 per cent. of the value of the collateral or $10 million (whichever is greater); (ii) 2.5 per cent. of the aggregate issued and outstanding share capital of that issuer; or (iii) 100 per cent. of the 30 day average daily volume of such Eligible Equities as determined by the Collateral Administrator; (b) the value of all Eligible Equities in the Collateral Account issued by United States issuers exceeds 75 per cent. of the value of the Collateral; (c) the value of all Eligible Equities issued by issuers from each of the United Kingdom, Japan, Germany or France exceeds 25 per cent. of the value of the Collateral; and (d) the value of all Eligible Equities issued by an issuer from a country other than the United States, the United Kingdom, Japan, Germany or France or issued by any authority or agency exceeds 10 per cent. of the value of the Collateral.

For the purpose of valuing the collateral the Collateral Administrator will divide 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:

(i) for fixed income and money market funds described in paragraph (A) of the definition of "Eligible Collateral", 100 per cent.;

(ii) for any security or obligation falling within paragraphs (A)(ii) and (A)(iii) of the definition of "Eligible Collateral", a percentage determined by the Collateral Administrator based on the remaining time to stated maturity of such security or obligation as follows:

    (A) less than five years, 100 per cent.,

    (B) greater than or equal to five years and less than 10 years, 101 per cent. and

    (C) 10 years or greater, 102 per cent.;

(iii) for the unsubordinated bonds falling within paragraph (A)(iv) of the definition of "Eligible Collateral", 102 per cent.; and

(iv) for any security eligible under paragraph (B) of the definition of "Eligible Collateral" either 105 per cent. or 110 per cent., depending on the particular index to which such Eligible Equity belongs.

The Issuer shall give Security Holders at least 30 calendar days' notice of any material change to the Eligible Collateral Agreement or, if the Trustee consents on the basis that such amendment is not materially prejudicial to the interests of Security Holder, at least 5 calendar days' notice.

Collateral Administration

The Issuer has in respect of its dealing with MSIP entered into a custody agreement (the **Custody Agreement**) and a collateral administration master agreement (the **Collateral Administration Agreement**) with BONY, acting as both Custodian and Collateral Administrator). Pursuant to the terms of the Custody Agreement and Collateral Administration Agreement:

- the Issuer has established the BONY Custody Account and the Collateral Receiver Account (together, the **BONY Accounts**) and the Issuer has granted a lien in respect of each such BONY Account over all cash and securities in such BONY Account to secure obligations and liabilities to BONY under (i) the Custody Agreement or the Liquidity Facility; or (ii) the Collateral Administration Agreement (as applicable);
- the Issuer has authorised BONY to transfer (provided BONY receives matching instructions from MSIP) Relevant Repo Amounts and Eligible Collateral from the Collateral Receiver Account to the Counterparty Account (as relevant) to satisfy the Issuer's obligations under the MSIP Global Master Repurchase Agreement;
- in accordance with the terms of a supplemental agreement to the Collateral Administration Agreement between the Issuer and BONY dated 3 October 2018 (the "**Supplemental Agreement**"), the Issuer has authorised and instructed BONY to pair certain New Deals with Maturing Deals (each as defined in the Supplemental Agreement) to optimize collateral administration services on the terms set out in the Supplemental Agreement;
- the Issuer shall procure that any Custodian and/or Account Bank shall; (i) not have or seek to exercise any rights of set-off, consolidation or combination between any of the Relevant Issuer Accounts (and any other account(s) or any other rights or obligations owed by or to the Issuer); and (ii) shall not have or seek to exercise any right to use, reuse or rehypothecate any Eligible Collateral (other than cash) held in such Relevant Issuer Account or to otherwise transfer or appropriate any such asset;
- BONY shall determine whether any securities transferred from the Counterparty Account to the Collateral Receiver Account constitute Eligible Collateral;
- the Issuer has indemnified BONY, subject to the limited recourse provisions, against losses incurred by BONY in respect of the Custody Agreement and the Collateral Administration Agreement;
- the Custody Agreement is expressed to provide that neither BONY nor certain affiliates or sub-custodians of BONY shall be liable for certain specified losses and further that BONY shall not be liable for any other losses in the absence of fraud, wilful default or negligence by it or certain nominee companies. The Collateral Administration Agreement is expressed to provide that BONY shall not be liable for certain losses resulting from its action or inaction in connection with that agreement in the absence of negligence, fraud or wilful default of BONY or certain affiliated companies of BONY.

MSIP, as Currency Transaction Counterparty, has also entered into corresponding collateral management arrangements with the Collateral Administrator and has established a corresponding custody account for the purposes of the MSIP Global Master Repurchase Agreement (the **Counterparty Account**).

PART 7

DESCRIPTION OF SECURITY

The Issuer shall enter into a Security Deed with the Security Trustee in respect of each Currency Transaction Counterparty (a **Relevant Currency Transaction Counterparty**). Each Security Deed will secure the Secured Liabilities for the benefit of the Secured Parties. The Secured Parties include (i) the holders (**Relevant Security Holders**) of each class of Collateralised Currency Securities in respect of which the Relevant Currency Transaction Counterparty is a Currency Transaction Counterparty (**Relevant Securities**) and (ii) the Relevant Currency Transaction Counterparty.

As at the date of this Prospectus the Issuer has entered into one Security Deed in respect of MSIP.

Each Security Deed will contain, *inter alia*, provisions to the following effect:

Assignment and Charge

The Issuer as continuing security for the payment of its liabilities to, among others, the Relevant Security Holders, and the Relevant Currency Transaction Counterparty will:

- assign to the Security Trustee by way of security its interests under the Relevant Facility Agreement, Relevant ISDA Master Agreement (after the exercise of and subject to the close out netting and set off rights), Relevant Global Master Repurchase Agreement (after the exercise of and subject to the close out netting and set off rights), Collateral Administration Agreement, Custody Agreement and each Relevant Authorised Participant Agreement (together, the **Assigned Agreements**);
- charge to the Security Trustee by way of first fixed and floating charge its interest in (i) the Assigned Agreements (after the exercise of and subject to the netting and set-off rights therein) and (ii) any Relevant Issuer Account and all of its rights, title and interest in any securities held in or cash balances standing to the credit of such Relevant Issuer Account.

Although the charge in each Security Deed is expressed to take effect as a fixed charge investors should have regard to the Risk Factor under the heading *Characterisation of the Security* in the section headed *Risk Factors*.

Declaration of Trust

The Security Trustee will hold all the property secured pursuant to the Security Deed on trust for and on behalf of the Secured Parties.

Enforcement

The security created by such Security Deed shall constitute a Counterparty Collateral Pool and shall become enforceable by the Security Trustee if:

- a Defaulted Obligation (other than where an Issuer Insolvency Event or a Counterparty Event of Default in respect of a Corresponding Currency Transaction Counterparty for a class of Relevant Securities, has occurred and is continuing at such time), in respect of which one or more classes of Relevant Securities is a Relevant Exposed Class, has occurred and is continuing;
- a Counterparty Event of Default has occurred and is continuing with respect to the Relevant Currency Transaction Counterparty and, as a result, any Redemption Notice in respect of Relevant Securities of any class issued on any of 30 continuous Pricing Days would have been invalid pursuant to Condition 6.8(g) or 6.17(c) or the Issuer has suspended Redemptions in relation to such class for a period of 30 Pricing Days;
- an Issuer Insolvency Event has occurred and is continuing; or
- a CTC Enforcement Event has occurred and is continuing.

The Security Trustee shall in respect of any Counterparty Collateral Pool take such proceedings and/or other action as it may think fit against or in relation to the Issuer or any other person to enforce the Counterparty Collateral Pool:

(a) if a Defaulted Obligation (other than where an Issuer Insolvency Event or a Counterparty Event of Default in respect of a Corresponding Currency Transaction Counterparty for a class of Relevant Securities, has occurred and is continuing at such time) in respect of which one or more classes of Relevant Securities is a Relevant Exposed Class has occurred and is continuing and it is so directed in writing by the Trustee acting in accordance with the Trust Instrument;

(b) if a Counterparty Event of Default has occurred and is continuing with respect to the Relevant Currency Transaction Counterparty and, as a result, any Redemption Notice in respect of Relevant Securities of any class issued on any of 30 continuous Pricing Days would have been invalid pursuant to Condition 6.8(g) or 6.17(c) or the Issuer has suspended Redemptions in relation to such class for a period of 30 Pricing Days and it is so directed in writing by the Trustee acting in accordance with the Trust Instrument;

(c) if an Issuer Insolvency Event has occurred and is continuing and is so directed in writing by the Trustee acting in accordance with the Trust Instrument; or

(d) if a CTC Enforcement Event has occurred and is continuing and is so directed in writing by the Relevant Currency Transaction Counterparty,

but in each case subject to:

(i) in the case of (a), (b) and (c) above, a Compulsory Redemption Date in respect of the Relevant Securities having been set pursuant to Condition 7.2; and

(ii) the Security Trustee having first been indemnified and/or secured and/or pre-funded to its satisfaction against all Liabilities to which it may thereby render itself liable or which it may incur by so doing.

Priority Waterfall

In the event that the Security Trustee is required to enforce the security constituting a Counterparty Collateral Pool, it shall apply any monies received by it as a result of such realisation in accordance with the following Priority Waterfall:

(a) FIRST in payment of all amounts then due to the Security Trustee and the Trustee and unpaid (including to any attorneys, managers, agents, delegates or other person appointed by either of them) in respect of each class to which such Counterparty Collateral Pool is relevant under the terms of the Security Deed and the Trust Instrument (as determined by the Security Trustee in its absolute discretion), and to payment of any remuneration and expenses of any receiver and the costs of realisation of the security constituted by the Security Deed then unpaid, (for the avoidance of doubt, excluding any Redemption Amounts owed to the Trustee under the Trust Instrument);

(b) SECONDLY in or towards payment or discharge of all amounts then due and payable by the Issuer to the Relevant Currency Transaction Counterparty under the Relevant Facility Agreement, Relevant ISDA Master Agreement or Relevant Global Master Repurchase Agreement;

(c) THIRDLY in or towards payment of all amounts then due and unpaid in respect of the Relevant Securities on a *pro rata* basis as provided below;

(d) FOURTHLY in or towards payment or performance of all amounts then due and unpaid by the Issuer under the Services Agreement to ManJer (or any Affiliate of the Issuer with which the Issuer has entered into a Services Agreement);

(e) FIFTHLY in payment of the balance (if any) to the Issuer (without prejudice to or liability in respect to, any question as to how such payment to the Issuer shall be dealt with as between the Issuer and any other person).

Pro Rata Basis

The Issuer has covenanted in the Trust Instrument in favour of the Trustee and will covenant in each Security Deed in favour of each Security Trustee that on any Compulsory Redemption Date it will calculate the proportionate entitlement of each class of Collateralised Currency Securities to payments from the proceeds of the assets in the relevant Counterparty Collateral Pool as at the Compulsory Redemption Date for such class (based on the proportion of Volume and Daily Payment Amount attributable to each class of Corresponding Currency Transactions with such Currency Transaction Counterparty).

Governing Law

The Security Deeds shall be governed by the laws of England. Notwithstanding the submission to the jurisdiction of the English courts contained in the Security Deeds, nothing prevents the Security Trustee from commencing proceedings in any other court of competent jurisdiction.

Notice of Security and related matters

In order to ensure that BONY, when operating the Custody Account or the Collateral Receiver Account recognises the security that has been granted under the Security Deed in respect of the Counterparty Collateral Pool relating to MSIP: (a) the Issuer has notified BONY of the security in writing; (b) the Issuer, BONY, MSIP and the Security Trustee have entered into an agreement restricting BONY's ability to make cash payments from the Custody Account or the Collateral Receiver Account in circumstances inconsistent with the Issuer's covenants under the Security Deed; (c) the Issuer's grant of the security interest is expressly acknowledged in the Custody Agreement and the Collateral Administration Agreement with provision made under those contracts for BONY to act on the instructions of the Security Trustee enforcing the security.

In addition, the Issuer covenants with the Security Trustee (for the benefit of the Secured Parties) that it shall only use securities or amounts credited to the Custody Account and/or Collateral Receiver Account in the manner set out in Condition 13.3 (*Accounts, Security and Application of Moneys*).

PART 8

SUMMARY OF TRANSACTION DOCUMENTS

This section summarises the key provisions of the main transaction documents. This summary is drafted in legal language as it includes provisions from legal agreements. Information on how the terms of these agreements apply to Security Holders is contained throughout this Prospectus, including Part 1 and Part 4.

MSIP Facility Agreement

The Issuer has entered into an English law governed Facility Agreement with MSIP under which, subject to the provisions thereof:

- the Issuer can create and close on a continuous basis, subject to the Creation Limits and the Redemption Limits and certain other conditions, any class of Currency Transaction; and
- the Issuer and MSIP agree to enter into a Euro Repo, a USD Repo and a GBP Repo on each Repo Day.

The MSIP Facility Agreement has been in place since 5 November 2009 (the **Effective Date**), as more fully described below. The Issuer hopes to procure an increase in the total Volume of Currency Transactions available from MSIP, and also to extend the term of the agreement, in the event that demand for Collateralised Currency Securities necessitates such additional capacity.

Compulsory Closing of Currency Transactions

A compulsory closing date (**Compulsory Closing Date**) will occur (or be deemed to occur) in respect of any or all classes of Currency Transactions where:

- MSIP gives not less than one year's notice on or after the date which is four and a half years after the Effective Date of a Compulsory Closing Date in respect of all Currency Transactions;
- the Issuer gives at least 30 days' notice of a Compulsory Closing Date in respect of any class of Currency Transaction where all Collateralised Currency Securities of such class are to be Redeemed;
- the Issuer gives at least 2 days' notice of a Compulsory Closing Date in respect of any class of Currency Transaction where all Collateralised Currency Securities of such class are to be Redeemed pursuant to Condition 7.4 (*Compulsory Redemption on a fall in the Price relative to the Principal Amount*);
- an Early Termination Date occurs or is designated by either MSIP or the Issuer in respect of one or more classes of Currency Transaction pursuant to the terms of the ISDA Master Agreement.

Where notice of a Compulsory Closing Date has been given:

- no Currency Transaction of the relevant class may be created on or after the date on which notice of such Compulsory Closing Date is received by the other party;
- no further Closing Notices may be given in respect of the relevant class of Currency Transaction after the date on which notice of such Compulsory Closing Date is received by the other party;
- all existing Currency Transactions of the relevant class or classes will be closed from the Compulsory Closing Date.

Discontinuance of Repos

The Issuer and MSIP agree that on and from the earlier of the occurrence of an Event of Default under the MSIP Global Master Repurchase Agreement or the occurrence of an Early Termination Date in respect of all (but not some only) Currency Transactions, no further Repos shall automatically be entered into under the Facility Agreement.

Termination

The MSIP Facility Agreement shall terminate following payment or satisfaction in full by both the Issuer and MSIP of all amounts owed in respect of all Currency Transactions closed following a Compulsory Closing Date in respect of all classes, and satisfaction in full of all obligations owed in respect of Repos entered into under the MSIP Facility Agreement and all other obligations owed under the MSIP Facility Agreement.

Amendments

MSIP may elect to amend the MSIP Facility Agreement if the Issuer enters into a Facility Agreement with another Currency Transaction Counterparty to substantially conform the MSIP Facility Agreement to that new Facility Agreement and for this purpose the consent of the Trustee will not be required.

MSIP ISDA Master Agreement

The Issuer has entered into an English law governed 2002 ISDA Master Agreement and schedule thereto with MSIP. The MSIP ISDA Master Agreement will govern each Currency Transaction entered into pursuant to the MSIP Facility Agreement. The economic terms will be set out in a Master Confirmation Agreement, as supplemented by a transactions confirmation supplement for each Currency Transaction.

Events of Defaults and Termination Events

The occurrence of an Event of Default or Termination Event under the MSIP ISDA Master Agreement would allow the non-defaulting or non-affected party to terminate the Currency Transactions governed by the MSIP ISDA Master Agreement.

The Events of Default in Sections 5(a)(i) to (viii) and Termination Events in Sections 5(b)(i) to (v) of the standard form ISDA Master Agreement apply to both the Issuer and MSIP; provided that, with respect to New Class Securities only, the force majeure Termination Event has been amended so that it refers to the New York office of MSIP and will be triggered by a force majeure event in New York. In addition, an Event of Default in respect of either the Issuer or MSIP under the Global Master Repurchase Agreement shall be an Event of Default under the ISDA Master Agreement.

Certain Additional Termination Events apply in respect of the Issuer, including:

- If there is a breach by the Issuer of its obligations under certain provisions of the MSIP Facility Agreement and MSIP gives the Issuer written notice of such breach and it is not (where capable of remedy) remedied within 10 calendar days;
- If the terms of the MSIP Security Deed are amended in any way without the consent of MSIP and such amendment has an adverse effect on MSIP's position in the Priority Waterfall; and
- If the Issuer disclaims, repudiates or rejects in whole or in part, or challenges the validity of the MSIP Facility Agreement or MSIP Global Master Repurchase Agreement.

In addition, there are provisions which provide for the automatic occurrence of an Early Termination Date where the Security Trustee has been instructed to take enforcement action against the Counterparty Collateral Pool applicable to MSIP.

MSIP's option to provide collateral on Downgrade

If at any time the long term senior debt credit rating of MSIP ceases to be 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 at least Baa3 from Moody's Investors Service Inc. (or any successor to the ratings business thereof) then MSIP may at its discretion within 10 days of such downgrade agree and execute an ISDA Credit Support Annex (Subject to English Law – Unilateral Form – Transfer) such that MSIP will post collateral of a similar credit quality to the Eligible Collateral up to a maximum of 5 per cent. of the then outstanding Volume of all Transactions on the Pricing Day falling immediately prior to the relevant day on which collateral is being posted. Where MSIP does not agree and execute an ISDA Credit Support Annex as described, the Issuer may designate an Early Termination Date in respect of which MSIP shall be the sole Affected Party.

Payment Netting

Multiple Transaction Payment Netting is applicable to the ISDA Master Agreement and therefore all Daily Payments due on any day in the same Relevant Currency shall be netted so that a single amount in US Dollars, a single amount in Euros and a single amount in GBP will be payable by either MSIP or the Issuer on such day.

Master Confirmation Agreement

As of the Effective Date, the Issuer has entered into an English law governed Master Confirmation Agreement with MSIP for the purpose of facilitating the process of entering into and confirming Currency Transactions.

Priority

In the event of any inconsistency between the MSIP ISDA Master Agreement (including the Master Confirmation Agreement) and the Facility Agreement the terms of the MSIP ISDA Master Agreement (including the Master Confirmation Agreement) shall prevail save that in the case of a conflict between any relevant transactions confirmation supplement issued under the Master Confirmation Agreement and the corresponding valid Pricing Notice issued in accordance with the MSIP Facility Agreement as to the economic terms of the relevant Currency Transaction, such valid Pricing Notice shall prevail.

Calculation Agent

MSIP shall act as calculation agent in respect of the Currency Transactions.

Hedging Disruption/Change of Law Termination

If a Hedging Disruption/Change of Law occurs in respect of a Currency Transaction on any Pricing Day, MSIP shall notify the Issuer. The Daily Payment Amount determined by MSIP in respect of such Pricing Day shall be the final Daily Payment Amount payable in respect of such Currency Transaction and each party will be discharged from all obligations for payment of any further Daily Payment Amounts in respect of such Currency Transaction.

Hedging Disruption/Change of Law shall have the meaning given to such term in the Master Confirmation Agreement but shall include:

- any change of law or its interpretation that results in it being impossible or impracticable for MSIP to hold, acquire or dispose of any hedge position relating to the Currency Transaction or such change in law results in it being impossible or impracticable to convert a Currency (other than a Non-Deliverable Currency) into USD, EURO or GBP, as applicable;
- where MSIP determines it is unable, after using commercially reasonable efforts, to acquire, maintain or dispose of any hedge position relating to the Currency Transaction or realise, recover or remit the proceeds of any such transaction(s) or hedge position;
- where there is a change of law which would result in MSIP incurring a materially increased cost in relation to a Currency Transaction and the Issuer does not agree to MSIP's proposal to restructure the Currency Transaction to take account of such increased cost.

Additional Disruption

If an Additional Disruption occurs for a period of 5 consecutive Index Business Days a final Daily Payment Amount will become payable in respect of such Currency Transaction and each party will be discharged from all obligations for payment of any further Daily Payment Amounts in respect of such Currency Transaction. Such final Daily Payment Amount shall be calculated by MSIP in accordance with the provisions of the Master Confirmation Agreement no later than 30 Index Business Days after such Additional Disruption occurred.

Additional Disruption shall have the meaning given to such term in the Master Confirmation Agreement but shall include:

- the occurrence of an Index Event;

- where the Currency Index is not published or MSIP determines that the level of the Currency Index published is manifestly incorrect; or
- where MSIP determines that the Pricing Day is either: (i) an unscheduled holiday in the financial centre of the Currency; or (ii) in the case of a Currency Transaction relating to the same Currency Indices as a New Class Security, a day on which MSIP determines in good faith that due to a force majeure event in one of certain named financial centres it is unable to acquire, maintain or dispose of any hedge position relating to the Currency Transaction or realise, recover or remit the proceeds of a hedge position.

Collateral Administrator Suspension

If:

- five consecutive Repo Days are also Collateral Administration Suspension Days; or
- the Collateral Administrator suffers an insolvency event and either the Issuer or MSIP gives notice,

then a final Daily Payment Amount (calculated by the Calculation Agent) will become payable in respect all Currency Transactions and each party will be discharged from all obligations for payment of any further Daily Payment Amounts in respect of such Currency Transactions.

Collateral Administration Suspension Day is defined in the MSIP Facility Agreement as a day on which the Collateral Administrator fails to perform any of the Core Functions it is required to perform on that day under the Collateral Administration Agreement or the Custody Agreement or a day in respect of which the Collateral Administrator notifies the Issuer or MSIP that the Collateral Administrator would be unable to perform any such Core Function.

Core Function is defined in the MSIP Facility Agreement as, in respect of any day, the effecting of any payment of cash or transfer of Eligible Collateral or equivalent Eligible Collateral to or from the BONY Accounts where such payment or transfer is scheduled to be made on such day by the Issuer to MSIP or by MSIP to the Issuer under the MSIP ISDA Master Agreement or the MSIP Global Master Repurchase Agreement and to discharge the obligation of the Issuer or MSIP to make any such payment or transfer under any such agreement.

MSIP Global Master Repurchase Agreement

The Issuer has entered into an English law governed 2000 TBMA/ISMA Global Master Repurchase Agreement and the annexes and confirmations thereto with MSIP.

The MSIP Global Master Repurchase Agreement shall govern each Repo automatically entered into by the Issuer and MSIP pursuant to the MSIP Facility Agreement.

No Gross Up

All income payments due to or to be made by the Issuer under the Global Master Repurchase Agreement shall be made subject to any withholding or deduction for or on account of taxes or duties and the Issuer shall not be required to pay any additional amounts in respect thereof.

Events of Default

The Events of Default in paragraph 10(a) of the standard form Global Master Repurchase Agreement apply to both the Issuer and MSIP. The occurrence of an Event of Default or certain Termination Events (including Additional Termination Events) in respect of a party under the ISDA Master Agreement shall also be an Event of Default under the Global Master Repurchase Agreement.

Collateral Administration Agreement

The Issuer and BONY have entered into an English law governed collateral administration master agreement (the **Collateral Administration Agreement**). Pursuant to the terms of the Collateral Administration Agreement:

- the Issuer has established a collateral receiver account with BONY (the Collateral Receiver Account);

- the Issuer has granted a lien over all cash and securities in the Collateral Receiver Account to secure any obligations to BONY under the Collateral Administration Agreement;
- the Issuer has authorized and instructed BONY to optimise collateral administration services on the terms set out in the Supplemental Agreement;
- the Issuer has authorised BONY to deliver and take delivery of all Eligible Collateral and cash transferred in respect of the Repos entered into under the MSIP Facility Agreement provided that the Issuer and MSIP provide BONY with matching instructions for such transfers;
- BONY has acknowledged that the Collateral Receiver Account is intended to be ring-fenced from other accounts the Issuer holds with BONY and agrees that it has no right to and shall not purport to seek to combine, consolidate or merge the Collateral Receiver Account with any other account or any other liabilities to BONY or set-off from or transfer any cash in any currency in the Collateral Receiver Account against any liability of the Issuer to BONY other than liabilities incurred to BONY in respect of the Collateral Receiver Account;
- the Issuer has indemnified BONY, subject to the limited recourse provisions, on demand for any taxes it may be liable for in respect of any Repos and certain losses that BONY may incur when carrying out its functions under the Collateral Administration Agreement;
- the Collateral Administration Agreement is expressed to provide that BONY shall not be liable for certain losses resulting from its action or inaction in connection with that agreement other than such losses arising out of the negligence, fraud or wilful default of BONY or certain affiliated companies of BONY.

Custody Agreement

The Issuer, ETFSL and BONY have entered into an English law governed custody agreement (the **Custody Agreement**). As at the date of this Prospectus, the Issuer and ETFSL are seeking the novation of such Custody Agreement to transfer the rights and obligations of ETFSL to ManJer. Pursuant to the terms of the Custody Agreement:

- the Issuer has established with BONY a custody account comprising of a securities account for custody and safekeeping and one or more cash accounts (the **BONY Custody Account**);
- the Issuer has granted a lien over all cash and securities in the BONY Custody Account to secure any obligations to BONY under the Custody Agreement or under the Liquidity Facility;
- BONY has acknowledged that the BONY Custody Account is intended to be ring-fenced from other accounts the Issuer holds with BONY and that it has no right to and shall not purport to seek to combine, consolidate or merge the BONY Custody Account with any other account or any other liabilities to BONY or set-off from or transfer any cash in any currency in the BONY Custody Account against any liability of the Issuer to BONY other than liabilities incurred to BONY in respect of the BONY Custody Account;
- the Issuer has indemnified BONY, subject to the limited recourse provisions, against losses incurred by BONY in respect of the Custody Agreement;
- the Custody Agreement is expressed to provide that neither BONY nor certain affiliates or sub-custodians of BONY shall be liable for certain specified losses and further that BONY shall not be liable for any other losses in the absence of fraud, wilful default or negligence by it or by certain nominee companies.

Trust Instrument

The Issuer and the Trustee have entered into a Jersey law governed trust instrument in respect of the Programme (the **Trust Instrument**).

Each class of Collateralised Currency Securities is constituted by the Trust Instrument and secured by the relevant Security Deeds. The Trust Instrument also contains the Conditions of the Collateralised Currency Securities, provisions for the appointment, remuneration, indemnification and removal of the Trustee, covenants of the Issuer, provisions relating to enforcement of the rights of holders of the Collateralised Currency Securities and the powers and duties of the Trustee.

Security Deed

The Issuer has entered into an English law governed Security Deed with the Security Trustee, the Trustee, MSIP and ManJer in order to constitute a Counterparty Collateral Pool in respect of MSIP. The principal terms of the Security Deed are set out in Part 7 (*Description of Security*) and the Issuer has granted security over the BONY Accounts.

Authorised Participant Agreements

As at the date of this document the Issuer and ManJer have entered into English law governed Authorised Participant Agreements, as amended, with Morgan Stanley & Co. International plc., ABN AMRO Clearing Bank N.V., Jane Street Financial Limited, Merrill Lynch International, Susquehanna International Securities Limited, Virtu Financial Ireland Limited, Optiver VOF, Deutsche Bank AG, acting through its London Branch and DRW Global Markets Limited. As at the date of this prospectus the Issuer and ETFSL have entered into English law governed Authorised Participant Agreements, as amended, between Deutsche Bank AG, acting through its London Branch. As at the date of this prospectus, the Issuer and ETFSL are seeking the novation of such Authorised Participant Agreement to transfer the rights and obligations of ETFSL to ManJer.

Pursuant to the terms of the existing Authorised Participant Agreements referred to in the previous paragraph, the Issuer appoints each Authorised Participant and authorises it to require the issue and redemption of Collateralised Currency Securities. In addition each Authorised Participant represents, warrants and undertakes to the Issuer that, *inter alia*:

(a) neither it nor any of its Affiliates (including any person acting on behalf of the Authorised Participant or any of its Affiliates):

(i) has knowingly offered or sold or will offer or sell Collateralised Currency Securities within the United States, to a US Person, to a Prohibited U.S. Person or a Prohibited Benefit Plan Investor, whether before, on or after the relevant Application date; or

(ii) has engaged or will engage in any "directed selling efforts" with respect to Collateralised Currency Securities.

Terms used in this paragraph (a) have the meanings given to them by Regulation S under the Securities Act of 1933 of the United States.

(b) in relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each a "**Relevant Member State**", that 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 Collateralised Currency 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 Collateralised Currency Securities to the public in that Relevant Member State:

(i) if the final terms in relation to the Collateralised Currency Securities specify that an offer of those Collateralised Currency Securities may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State (a "Non-exempt Offer"), following the date of publication of a prospectus in relation to such Collateralised Currency Securities which has been approved by the competent authority in that Relevant Member State in accordance with the Prospectus Directive or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State in accordance with the Prospectus Directive, provided that any such prospectus has subsequently been completed by the final terms contemplating such Non- exempt Offer, in accordance with the Prospectus Directive, during the period beginning and ending on the dates specified in such prospectus or final terms, as applicable and provided further that FXL has consented in writing to its use for the purpose of that Non-exempt Offer;

(ii) at any time to any legal entity which is a "qualified investor" as defined in the Prospectus Directive;

(iii) at any time to fewer than 100, or if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive); or

(iv) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive;

For the purposes of this provision an "**offer of Collateralised Currency Securities to the public**" in relation to any Collateralised Currency 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 Collateralised Currency Securities to be offered so as to enable an investor to decide to purchase or subscribe for Collateralised Currency Securities, as the same may be varied in that Relevant Member State by any measure implementing the Prospectus Directive in that Relevant Member State, the expression "Prospectus Directive" means Directive 2003/71/EC (and amendments thereto including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State) and includes any relevant implementing measure in each Relevant Member State and the expression "2010 PD Amending Directive" means Directive 2010/73/EU;

(c) 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 Collateralised Currency Securities in circumstances in which section 21(1) of the FSMA does not apply to the Issuer or any Affiliate of the Issuer;

(d) 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 Collateralised Currency Securities in, from or otherwise involving the United Kingdom;

(e) it will not offer or sell any Collateralised Currency Securities to, and will not conduct any offers, selling efforts, promotions, marketing, advertising or other related activities in respect of any Collateralised Currency Securities in a manner that could denote, hold out or suggest that Collateralised Currency Securities may be suitable for investment by, any persons other than sophisticated, professional or institutional investors (it being agreed that the publication of this Prospectus in accordance with the provisions of the Authorised Participant Agreement and acts done for the purpose of compliance with listing rules, prospectus rules or disclosure and transparency rules in respect thereof, shall not of themselves be regarded as a breach of this undertaking);

(f) that it will not offer or sell any Collateralised Currency Securities to persons resident for income tax purposes in Jersey (other than financial institutions in the normal course of business).

Further restrictions on offers and sales of Collateralised Currency Securities and on the distribution of this Prospectus are set out in Part 13 (Additional Information) below.

The Authorised Participant Agreements may be terminated by either party thereto at any time upon thirty days' prior written notice to the other party.

Services Agreement

The Issuer and ManJer have entered into a Jersey law governed Services Agreement (the **Services Agreement**). Pursuant to the terms of the Services Agreement, ManJer undertakes to provide or procure the provision of, at its own expense, services required by the Issuer in connection with its obligations under certain Transaction Documents. In consideration for such services the Issuer shall pay ManJer the Management Fee and a Processing Fee. ManJer has delegated to WisdomTree UK Limited (formerly (ETF Securities (UK) Limited), an affiliate company registered in England and Wales with registered number 7443535 and whose registered office is at 1 King William Street, London EC4N 7AF, United Kingdom, certain of its duties and functions under the Services Agreement, including the provision of additional marketing and back-office support functions.

In relation to amounts expressed to be payable (and not paid) by the Issuer under the Services Agreement and any interest thereon, ManJer's recourse is limited to its rights under the security arrangements.

Registrar Agreement

The Issuer, the Registrar and the Trustee have entered into the Registrar Agreement dated 31 December 2012. Pursuant to the Registrar Agreement 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 Register as a result of loss, delay, mis-delivery, or error in transmission of any cable, telex, telefax or telegraphic communication, or if any document accepted by the Registrar shall later prove 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).

Administration Agreement

The Issuer and the Administrator have entered into the Administration Agreement dated 31 December 2012 whereby R&H Fund Services (Jersey) Limited is responsible for supplying or procuring the supply of certain administrative, company secretarial and registrar services to the Issuer as set out in Schedule 1 of the Administration Agreement and for which the Issuer agrees to pay R&H Fund Services (Jersey) Limited a fee.

R&H Fund Services (Jersey) Limited may, with the prior approval of the Issuer, delegate in whole or in part the discharge of any of its duties or functions and the exercise of any powers and discretion under the Administration Agreement.

R&H Fund Services (Jersey) Limited is not liable to the Issuer for any error of judgement or for any loss suffered by the Issuer in connection with the subject of the Administration Agreement unless such loss arises from fraud, bad faith, wilful default or negligence in the performance or non-performance by R&H Fund Services (Jersey) Limited or persons designated by it of its obligations or duties and in particular (but without limitation) will not be liable as a result of any loss, delay, mis-delivery 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.

PART 9

THE PROGRAMME

Overview of the Programme

Collateralised Currency Securities are being made available by the Issuer for subscription only to Authorised Participants. Only Authorised Participants may deal with the Issuer in applying for or requiring the Redemption of Collateralised Currency Securities (except that a Security Holder who is not an Authorised Participant may request redemption of Collateralised Currency Securities which it holds in the event that at that time 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).

Passporting

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

The Issuer may request the Central Bank to provide competent authorities in certain 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 Collateralised Currency Securities on a regulated market therein or both.

Listings

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

Application has been made to the FCA for all Collateralised Currency Securities issued within 12 months of the date of this document to be admitted to the UK Official List, and to the London Stock Exchange, for all such Collateralised Currency Securities to be admitted to trading on the Main Market (being part of the London Stock Exchange's Regulated Market).

Admission to the UK Official List and to trading on the Main Market of the London Stock Exchange are not offers under the Prospectus Regulation or admission to trading on a regulated market for the purposes of the Prospectus Regulation, as it applies in the European Union, but are such offers and admission to trading for the purposes of the UK Prospectus Regulation.

Transparency Directive

The Issuer announced on or about 4 January 2021 by RIS announcement that it had elected Ireland as its Home Member State for the purposes of Directive 2013/50/EU (the "**Transparency Directive**").

Procedure for Application

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

As described under the heading “Applications and Redemptions — The System” in Part 4 (*Description of Collateralised Currency 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 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 Collateralised Currency Securities in Certificated Form, certificates in respect of the Collateralised Currency Securities will be dispatched within 10 Business Days of the Collateralised Currency Securities being issued. For those Applicants who desire to hold their Collateralised Currency Securities in Uncertificated Form, the relevant CREST account will be credited on the day on which the Collateralised Currency Securities are issued against payment. The Issuer considers it preferable that Collateralised Currency Securities be held in Uncertificated Form. Notwithstanding any other provision in this document, the Issuer reserves the right to issue any Collateralised Currency 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:

1 it is not relying on any information or representation other than such as may be contained in this document;

2 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;

3 it is an Authorised Person, an Exempt Person or an Overseas Person;

4 it understands that Collateralised Currency Securities are direct, limited recourse obligations of the Issuer alone; and

5 it understands that the obligations of the Issuer under Collateralised Currency Securities are not guaranteed by the Trustee, Security Trustee, ManJer or any Affiliate of the Issuer, MS&CO, MSIP or any other member of the Morgan Stanley Group or any other Currency Transaction Counterparty.

Further details on the Application Process are set out under the heading *Applications and Redemptions* in Part 4 (*Description of Collateralised Currency Securities*).

Subscription for Collateralised Currency Securities

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

Collateralised Currency Securities in respect of which the Application has been made will not be issued unless the Issuer can effect an increase in the Volume of the Currency Transaction corresponding to such Application in accordance with the provisions of the relevant Facility Agreement.

Settlement

CREST, Euroclear and ESES

The Issuer is a participating issuer in, and the Collateralised Currency 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 Collateralised Currency Securities are issued in Uncertificated Form, settlement of transactions in the Collateralised Currency Securities will take place within the CREST system.

ESES is an integrated settlement platform, managed by Euroclear, enabling market participants in the Euronext markets of Belgium, France and the Netherlands to process all fixed-income, equity and other domestic securities transactions with the same platform. With ESES, cross-border transactions between counterparties in Belgium, France and the Netherlands are processed as domestic transactions. As a result, Euroclear is eliminating in those ESES markets the complexities, risks and excess costs of specific cross-border transactions.

Settlement and Delivery on NYSE Euronext Amsterdam

All Collateralised Currency Securities traded on Euronext Amsterdam will be executed on the single order book held at NYSE Euronext Amsterdam and recorded in the Register in the name of Euroclear Nederland. All Collateralised Currency Securities traded on NYSE Euronext Amsterdam benefit from the ESES procedure and will be settled through Euroclear Nederland.

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

<u>Non-Collective Custody</u>

For the purpose of good delivery of the relevant Collateralised Currency Securities on the Frankfurt Stock Exchange, settlement and delivery takes place through Clearstream Banking Aktiengesellschaft (‘**Clearstream**’) and a chain of custodians. Security Holders will receive a credit in securities account (*Gutschrift in Wertpapierrechnung*) for the securities in their securities account with the respective custodian bank.

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 Collateralised Currency Securities remain outstanding, copies of the Prospectus (or any replacement prospectus), the German translation of the summary thereto, any supplemental prospectus 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 ETFplus market of the Borsa Italiana S.p.A.

All Collateralised Currency Securities traded on the 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 Collateralised Currency 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 Collateralised Currency 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 Collateralised Currency Securities held through Monte Titoli S.p.A., the Issuer will treat Monte Titoli S.p.A. as the single security holder of such Collateralised Currency 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 Collateralised Currency Securities.

Registers

The Registrar will maintain the Registers in Jersey.

UCITS and CIS

The Issuer has received legal advice under UK and EU law that Collateralised Currency Securities do not constitute units in a collective investment scheme. The Issuer has also received legal advice that the Collateralised Currency Securities are capable of constituting transferable securities within COLL 5.2.7A(R) and are therefore capable of being eligible investments for a UCITS Scheme and that for the purposes of COLL 5.2.29(R)(2) of the FCA Handbook, Collateralised Currency Securities constitute "debt securities" of the Issuer.

With respect to COLL 5.2.29(R)(2) of the FCA Handbook, the Issuer believes that, in calculating the amount of debt securities of the Issuer in issue at any time, the principal amount of such securities should be used. Prospective investing UCITS Schemes would need to satisfy themselves that an investment in the Collateralised Currency Securities in their own circumstances would be in line with their investment objectives and comply with relevant parts of the FCA Handbook and/or any other applicable rules and regulations.

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 Collateralised Currency 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, 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 Registrar 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 Collateralised Currency Securities will be specified in the applicable final terms. Such proceeds will be paid to a Currency Transaction Counterparty as part of the process of creating Currency Transactions.

PART 10

TERMS AND CONDITIONS OF COLLATERALISED CURRENCY SECURITIES

The issue of Collateralised Currency Securities of the Issuer (each having the Principal Amount stated in paragraph 3 of Part 13 (*Additional Information*)) having an aggregate Principal Amount of up to US$ 1,000,000,000 for each class denominated in US$ described in this Prospectus, of up to EURO 1,000,000,000 for each class denominated in Euros described in this Prospectus and of up to GBP 1,000,000,000 for each class denominated in GBP described in this Prospectus, was authorised pursuant to resolutions of the Board passed on 21 August 2009 and 30 October 2009 and the Collateralised Currency Securities are constituted by a Trust Instrument dated 5 November 2009, as amended by supplemental trust instruments dated 14 June 2010, 31 December 2010, 23 June 2014, 19 September 2014, 31 July 2019 and 28 May 2020 (the **Trust Instrument** which expression includes further deeds or documents supplemental thereto from time to time), which is governed by Jersey law between the Issuer and The Law Debenture Trust Corporation p.l.c. (the **Trustee**) (as amended) and secured by one or more security deeds, including a security deed governed by English law dated 5 November 2009 (as amended) between the Issuer and The Law Debenture Trust Corporation p.l.c. (the **Security Trustee**).

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 Collateralised Currency 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 Trustee, The Law Debenture Trust Corporation p.l.c., is a public limited company registered in England with number 1675231 whose registered office is at Eighth Floor, 100 Bishopsgate, London EC2N 4AG and which was incorporated on 2 November 1982.

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

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

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

Please note that the use of the term “Official List” in this extract from the Trust Instrument should be read as a reference to the UK Official List as defined in the section of this prospectus under the heading “Definitions and Interpretation”.

Please also note that the use of the term “Listing” in this extract from the Trust Instrument refers to the admission of such class to the UK Official List and the admission to trading of such class on the London Stock Exchange.

The following are the conditions applicable to the Collateralised Currency Securities.

The Conditions

The Collateralised Currency Securities are undated, limited recourse, secured debt securities of WisdomTree Foreign Exchange Limited (the **Issuer**) and are constituted by, issued subject to and have the benefit of, a trust instrument (the **Trust Instrument** which expression includes further deeds or documents supplemental thereto from time to time) dated 5 November 2009 between the Issuer and The Law Debenture Trust Corporation p.l.c. as trustee (the **Trustee**) for the holders of Collateralised Currency Securities (the **Security Holders**) and are governed by Jersey law.

The Security Holders 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 relevant Security Deeds (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 Baa3 from Moody's Investors Service Inc. (or any successor to the ratings business thereof).

Account Bank means an institution licensed to accept deposits in accordance with applicable law and regulation.

Account Provider is a Custodian, Account Bank or Collateral Administrator with whom the Issuer holds all or part of a Relevant Issuer Account.

Account Provider's Rights are, in respect of any Account Provider (a) any security or right of lien over all or part of a Relevant Issuer Account granted to such Account Provider or (b) any right of set-off over (or to combine, consolidate or merge) any such account, where such security or right is granted under an agreement governing such account.

Additional Closing Fee means, in respect of any Currency Transaction, the Additional Closing Fee (if any) as defined in the Facility Agreement incurred by the Issuer to the Currency Transaction Counterparty in connection with the Closing of such Currency Transaction (and in the case of MSIP, means the "MSIP Additional Closing Fee" as defined in the MSIP Facility Agreement).

Additional Redemption Fee means, in respect of a Redemption of any Collateralised Currency Security of any class pursuant to an Index Redemption Form, an amount calculated as the average of all applicable Additional Closing Fees incurred by the Issuer on the Pricing Date which is relevant to that Index Redemption Form in connection with the Closing of any Corresponding Currency Transaction, calculated in accordance with the following formula:

$$ARF_{i,t} = \frac{TACF_{i,t}}{NR_{i,t}}$$

Where:

$ARF_{i,t}$ is the Additional Redemption Fee in respect of the Redemption of that Collateralised Currency Security;

$TACF_{i,t}$ is the total amount of the Additional Closing Fees incurred by the Issuer on that Pricing Date in connection with the Closing of any Corresponding Currency Transaction; and

$NR_{i,t}$ is the aggregate number of Collateralised Currency Securities of class $_i$ Redeemed as at that Pricing Date.

Adjusted Counterparty Collateral Pool means, in respect of a Counterparty Collateral Pool such Counterparty Collateral Pool excluding any Excess Eligible Collateral Value.

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 means the method prescribed under Conditions 6.14 to 6.17 by which an Authorised Participant may agree a Redemption of any Collateralised Currency Security with a Currency Contract Counterparty.

Agreed Creation Notice means a notice given as an "Agreed Creation Notice" pursuant to a Facility Agreement.

Agreed Redemption Form means a notice in the form prescribed from time to time by the Issuer requesting Redemption of Collateralised Currency Securities using Agreed Pricing.

Assigned Agreements means, in relation to a Counterparty Collateral Pool, the Relevant Facility Agreement, Relevant ISDA Master Agreement (after the exercise of and subject to the close out netting and set off rights), Relevant Global Master Repurchase Agreement (after the exercise of and subject to the close out netting and set off rights), Collateral Administration Agreement, Custody

Agreement and each Relevant Authorised Participant Agreement entered into by the Issuer which are relevant to such Counterparty Collateral Pool.

authenticated computer instruction shall bear the meaning given to it in the Regulations.

Authorised Participant means a person which has entered into an Authorised Participant Agreement with the Issuer in relation to Collateralised Currency Securities and, for each Currency Transaction Counterparty in respect of which such person is to act as an Authorised Participant:

(a) such person has entered into a corresponding Direct Agreement with that Currency Transaction Counterparty (save where the person is the same person as the Currency Transaction Counterparty or its Affiliate); and

(b) which is not an Unacceptable Authorised Participant in respect of that Currency Transaction Counterparty,

and, for the avoidance of doubt, a person can be an Authorised Participant in respect of one Currency Transaction 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 Collateralised Currency Securities and if such agreement is subject to conditions precedent, provided that such conditions have been satisfied.

Authorised Participant Redemption Limit has the meaning set out in Condition 6.6(b)

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 London and New York.

Cash Account means a cash account held by the Issuer with an Account Bank.

Certificated or **Certificated Form** means not in Uncertificated Form.

class means a series of fungible Collateralised Currency Securities under which the Issuer's obligations to make payment are determined by reference to the same Currency Index and which have recourse to the same assets.

Class Collateral Pool means, in respect of any class of Collateralised Currency Securities, the Gross Class Collateral Pool for such class subject to the rights of and after deduction of any amounts held for or distributed to the Trustee, the Security Trustee, each Corresponding Currency Transaction Counterparty and the Security Holders of any other class as determined in accordance with the Priority Schedule.

Closing means, in respect of a Currency Transaction, the "Closing" of a Currency Transaction as defined under the Facility Agreement relevant to such Currency Transaction.

Closing Level means, in relation to a Currency Index on any day, the official closing level for such index as published or caused to be published on and in respect of that day by the Index Provider pursuant to or as contemplated by the Manual.

CNY Transaction means a Currency Transaction entered in relation to a class of CNY Securities.

CNY Securities means each of WisdomTree Long CNY Short USD and WisdomTree Short CNY Long USD.

Collateral Administration Agreement, in respect of a Currency Transaction Counterparty, has the meaning given to it in the Facility Agreement with that Currency Transaction Counterparty.

Collateral Administrator means, in respect of a Currency Transaction Counterparty, the person specified as such in the Facility Agreement with that Currency Transaction Counterparty.

Collateral Administrator Insolvency means the Collateral Administrator (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; makes a general assignment, arrangement or composition with or for the benefit of its creditors; (A) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, 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 by it or such regulator, supervisor or similar official, or (B) 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 such proceeding or petition is instituted or presented by a person or entity not described in limb (A) above and either (I) 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 (II) is not dismissed, discharged, stayed or restrained in each case within 15 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 15 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) above (inclusive); or (10) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

Collateral Administrator Suspension Day, in respect of a Currency Transaction Counterparty, has the meaning given to it in the Facility Agreement with that Currency Transaction Counterparty.

Collateralised Currency Securities means 74 classes of Collateralised Currency Securities which have been authorised for issue as further described in the Trust Instrument together with any Further Securities issued pursuant to Condition 15, and "**Collateralised Currency Security**" means any of them.

Compulsory Daily Amount means, in respect of a Compulsory Redemption and a class of Collateralised Currency Securities:

(a) if the Compulsory Redemption Amount is not more than the Redemption Limit (in each case for that class), the Compulsory Redemption Amount;

(b) if the Compulsory Redemption Amount is equal to 5 or more times such Redemption Limit, 20 per cent. of the Compulsory Redemption Amount; and

(c) otherwise, such Redemption Limit.

Compulsory Redemption means a Redemption of Collateralised Currency Securities in accordance with Condition 7.

Compulsory Redemption Amount means on any Pricing Day, in respect of any class of Collateralised Currency Securities subject to Compulsory Redemption, an amount equal to the product of the Compulsory Redemption Number and the Redemption Amount for such class on such Pricing Day provided that in respect of a Compulsory Redemption Date notified pursuant to Condition 7.3 and where the applicable Currency Index has not been published on such Compulsory Redemption Date, the Compulsory Redemption Amount for such class is the amount of the proceeds of the liquidation of the Class Collateral Pool that would be available to meet the claims of holders of Collateralised Currency Securities of the relevant class as determined by the Issuer as at such Compulsory Redemption Date.

Compulsory Redemption Date means a date notified in accordance with Conditions 7.1, 7.2, 7.3, 7.4 or 7.5.

Compulsory Redemption Number means in respect of a Compulsory Redemption Date and a class of Collateralised Currency Securities, where such Compulsory Redemption Date is notified or occurs in accordance with:

(a) Condition 7.1 and 7.3, the number of Collateralised Currency Securities of that class specified in such notice;

(b) Condition 7.2 and 7.4, the total number of Collateralised Currency Securities of that class outstanding as at the end of the London Business Day immediately preceding the Compulsory Redemption Date;

(c) Condition 7.5, the number of Collateralised Currency Securities of that class in respect of which notice was given by the Issuer in accordance with Condition 7.5 with respect to the Security Holder in question.

Compulsory Redemption Price means in respect of any Collateralised Currency Securities of any class Redeemed as of any Pricing Day, the Price on such Pricing Day (less, in the case of CNY Securities, any Additional Redemption Fee that would be payable on such Pricing Day) and in respect of any Collateralised Currency Securities Redeemed pursuant to Condition 7.3 where no Price is available, an amount equal to the amount of the proceeds of the liquidation of the Class Collateral Pool for that class that would be available to meet the claims of holders of Collateralised Currency Securities of the relevant class as determined by the Issuer as at such Compulsory Redemption Date divided by the Compulsory Redemption Number.

Conditions means these terms and conditions on and subject to which Collateralised Currency Securities are issued.

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.

Corresponding Currency Transaction means, in respect of any class of Collateralised Currency Securities, a Currency Transaction of the class (as defined under the Relevant Facility Agreement) which corresponds to such class of Collateralised Currency Securities.

Corresponding Currency Transaction Counterparty means, in respect of any class of Collateralised Currency Securities, a Currency Transaction Counterparty with whom the Issuer has entered into a Facility Agreement for the creation of Corresponding Currency Transactions and with whom the Issuer has entered into a Currency Transaction in respect of such Class of Collateralised Currency Securities but in respect of a New Class, where a division of a Gross Class Collateral Pool is effected pursuant to Condition 15.5, means a Currency Transaction Counterparty as determined pursuant to Condition 15.5.

Counterparty Collateral Pool means, in respect of any class of Collateralised Currency Securities, for a Corresponding Currency Transaction Counterparty for such class, all of the Issuer's right, title and interest in and to:

(a) the Relevant Issuer Account and all of its rights, title and interest in any securities held in or cash balances standing to the credit of such Relevant Issuer Account; and

(b) the Assigned Agreements; and

a Counterparty Collateral Pool (A) **relates** to such Corresponding Currency Transaction Counterparty and (B) is **relevant** to a class of Collateralised Currency Securities where that

Counterparty Collateral Pool relates to a Corresponding Currency Transaction Counterparty in respect of such class or (where a division of a Gross Class Collateral Pool is effected pursuant to Condition 15.5) as notified by the Issuer by RIS announcement in respect of such class pursuant to Condition 15.5.

Counterparty Event of Default means, in relation to a Currency Transaction Counterparty, any event occurring in respect of that Currency Transaction Counterparty which is an Event of Default under the ISDA Master Agreement to which such Currency Transaction Counterparty is a party.

CREST means the system of paperless settlement of transfers and the holding of securities in Uncertificated Form administered by Euroclear UK & Ireland Limited.

CTC Enforcement Event, in relation to a Security Deed, has the meaning given to it in that Security Deed (and CTC Enforcement Event **relates** to the Counterparty Collateral Pool the subject of such Security Deed).

Currency Index means in respect of a class of Collateralised Currency Securities, the currency index specified as such in relation to such class in the Trust Instrument.

Currency Transaction means in relation to a Collateralised Currency Security of any class, a transaction between the Issuer and a Currency Transaction Counterparty governed by a Relevant ISDA Master Agreement and created in accordance with a Relevant Facility Agreement in respect of that class.

Currency Transaction Counterparty means the counterparty to a Facility Agreement and ISDA Master Agreement with the Issuer, and includes MSIP.

Custodian means any institution licensed to safeguard and administer investments in accordance with applicable law and regulation.

Custody Account means a securities account (or, as the case may be, securities and cash account) held by the Issuer with a Custodian.

Custody Agreement, in respect of a Currency Transaction Counterparty, has the meaning given to it in the Facility Agreement with that Currency Transaction Counterparty.

Daily Adjustment, in respect of any class of Collateralised Currency Transactions on any Pricing Day, has the meaning given to $DA_{i,t}$ in the formula in Condition 5.2.

Daily Adjustment Agreement means, in respect of any Currency Transaction Counterparty, the agreement specified as such in the Facility Agreement with such Currency Transaction Counterparty.

Daily Payment Amount means, in respect of any Currency Transaction, the Daily Payment Amount (payable under an ISDA Master Agreement) as defined in the Facility Agreement which required the creation of such Currency Transaction provided that (a) where such Currency Transaction is terminated and liquidated under the ISDA Master Agreement governing it, the Daily Payment Amount for the purposes of these Conditions shall be the value determined in respect of such terminated transaction under and in accordance with the provisions of the ISDA Master Agreement and (b) where as a result of a Disruption Event the obligations of the parties to pay the Daily Payment Amount are modified or substituted with an obligation to pay another amount under the terms of that ISDA Master Agreement, such Daily Payment Amount as so modified or such other amount as so substituted.

Daily Payment Amount Facility means any overnight overdraft or overnight loan facility provided to the Issuer by a Collateral Administrator or other financial institution solely for the purpose of settling Daily Payment Amounts and any Additional Closing Fees (if any) where the Issuer has not received payment of an amount under a Repo from a Currency Transaction Counterparty prior to the relevant cut off for making such Daily Payment Amount or Additional Closing Fee (and for these purposes "overnight" refers to an overdraft or loan made on any day for repayment on the next Repo day).

Daily Spread means, in respect of any class of Collateralised Currency Securities, on any day, a percentage amount equal to a volume weighted average of the Spreads in relation to all Corresponding Currency Transactions of such class on such day calculated as a daily rate in accordance with the following formula:

$$DS_{i,t} = \frac{\sum_{u=1}^{n} V_{i,u,t\text{-}1} \times S_{i,u,t}}{\sum_{u=1}^{n} V_{i,u,t-1}}$$

Where:

$DS_{i,t}$ is the Daily Spread in respect of class *i* on day t;

$S_{i,u,t}$ is the Spread in respect of a Currency Transaction of class *i* on day *t* under the Daily Adjustment Agreement with Currency Transaction Counterparty *u* expressed as a daily percentage rate (on the basis of a 365 day year);

$V_{i,u,t\text{-}1}$ is the Volume in respect of Currency Transaction ***i*** on Pricing Day *t-1* for Currency Transaction Counterparty *u* (provided that it does not refer to any Volume which would be calculated as zero (0) on such Pricing Day);

u refers to a Currency Transaction Counterparty that has created a Corresponding Currency Transaction; and

provided, for the avoidance of doubt, that if $DS_{i,t}$ would otherwise equal ^{0}- it shall be regarded as equal to zero (0).

Deemed Redemption Payment Date has the meaning given in Condition 6.5.

Defaulted Obligation means the failure of the Issuer to make or procure any payment in respect of the Redemption of any Collateralised Currency Securities when due, and such failure is not remedied on or before:

(a) in the case of a failure caused in whole or in part by a Currency Transaction Counterparty to comply with its obligations to the Issuer or such obligations are suspended by reason of force majeure or other circumstances beyond the control of the Issuer, the fourth Repo Day;

(b) in the case of a failure caused in whole or in part by a Collateral Administrator Insolvency or a failure of a Collateral Administrator to comply with its obligations to the Issuer or such obligations are suspended by reason of force majeure or other circumstances beyond the control of the Issuer, the second Repo Day after the Deemed Redemption Payment Date; and

(c) in any other case, the second Repo Day,

after receipt of notice requiring remedy of the same provided that (A) if an amount paid by a Currency Transaction Counterparty under the terms of a Facility Agreement, ISDA Master Agreement or Global Master Repurchase Agreement which will be used by the Issuer to fund the payment of a Redemption Amount 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 Currency Transaction Counterparty is not obliged under that Facility Agreement, ISDA Master Agreement or Global Master Repurchase 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 and (B) where in respect of a Redemption of any Collateralised Currency Security of any class on any day the Issuer pays an amount equal to the amount which the holder of such Collateralised Currency Security would be entitled pursuant to Condition 3.2 after the Security Trustee or a secured party had realised all of the Class Collateral Pool for such class if such day was a Compulsory Redemption Date for such class, that shall not be a Defaulted Obligation.

Direct Agreement means an agreement entered into between a Currency Transaction Counterparty and an Authorised Participant or a person proposed by the Issuer to become an Authorised Participant providing for direct recourse in respect of certain matters between a Currency Transaction Counterparty and an Authorised Participant.

Disruption Event in relation to any ISDA Master Agreement has the meaning given to it in that ISDA Master Agreement.

Division Fraction has the meaning given to it in Condition 15.6.

Early Termination Date, in respect of an ISDA Master Agreement, has the meaning given to it in that ISDA Master Agreement.

Eligible Collateral means securities and/or cash specified as such in an Eligible Collateral Agreement.

Eligible Collateral Agreement means an agreement between a Currency Transaction Counterparty and the Issuer and, if applicable, a Collateral Administrator relating to the acceptability of securities to be purchased and/or collateral to be provided under any Global Master Repurchase Agreement or other arrangement under which such Currency Transaction Counterparty sells securities and/or provides collateral to the Issuer (and, as at the Effective Date of the MSIP Facility Agreement, the Eligible Collateral Agreement is the Eligible Collateral Agreement between MSIP, the Issuer and the Collateral Administrator in respect of MSIP).

ETFSL means ETFS Capital Limited (formerly ETF Securities Limited), a company incorporated and registered in Jersey, with registered number 88370.

Euro means the lawful currency of the participating member states of the European Union adopted in accordance with the Treaty establishing the European Communities, as amended by the Treaty on European Union.

Euro Collateralised Currency Security means a Collateralised Currency Security denominated in Euros.

Euro Currency Transaction means a Currency Transaction under which the payment obligations of the parties to that transaction are denominated in Euros (other than payment obligations arising in respect of any “Early Termination Amount” under an ISDA Master Agreement).

Euro Repo means a repurchase transaction subject to and governed by a Global Master Repurchase Agreement under which the payment obligations of the parties to such transaction are denominated in Euros (other than in the case of any sum payable pursuant to paragraph 10(c) of such Global Master Repurchase Agreement).

Event of Default means, in respect of an ISDA Master Agreement, an “Event of Default” as defined in that agreement and in respect of a Global Master Repurchase Agreement, an “Event of Default” as defined in that agreement.

Excess Eligible Collateral Value means, in relation to any Eligible Collateral transferred on any day (the transfer date) to the Issuer on any day in accordance with an Eligible Collateral Agreement which applied a discount to the value of such Eligible Collateral on that day, and where after the Trustee or a secured party realises such Eligible Collateral the amount by which the proceeds of such realisation exceed the discounted value of all such Eligible Collateral on the transfer date.

Extraordinary Resolution means in respect of one or more classes of Collateralised Currency Securities either (a) a resolution passed at a meeting of the holders of the Collateralised Currency Securities of such class or classes duly convened and held in accordance with the provisions contained in the Trust Instrument and carried by a majority consisting of not less than 75 per cent. in number of the persons voting thereat upon a show of hands or, if a poll is duly demanded, by a majority consisting of the holders of not less than 75 per cent. by Principal Amount of the Collateralised Currency Securities of such class or classes voting on such poll or (b) a resolution in writing of holders of the Collateralised Currency Securities of such class or classes holding not less than 75 per cent. by Principal Amount of the Collateralised Currency Securities of such class or classes.

Facility Agreements means the agreements of that name between the Issuer and different Currency Transaction Counterparties providing for the creation and closing of Currency Transactions including an agreement of that name between the Issuer and MSIP dated 5 November 2009 (the **MSIP Facility Agreement** and, for so long as MSIP is the only Currency Transaction Counterparty, the **Facility Agreement**).

FCA means the Financial Conduct Authority of the United Kingdom or any successor to such body.

FSMA means the Financial Services and Markets Act 2000.

Further Securities means securities issued by the Issuer in accordance with Condition 15.1.

GBP means the lawful currency of the United Kingdom.

GBP Collateralised Currency Security means a Collateralised Currency Security denominated in GBP.

GBP Currency Transaction means a Currency Transaction under which the payment obligations of the parties to that transaction are denominated in GBP (other than payment obligations arising in respect of any "Early Termination Amount" under an ISDA Master Agreement).

GBP Repo means a repurchase transaction subject to and governed by the Global Master Repurchase Agreement under which the payment obligations of the parties to such transaction are denominated in GBP (other than in the case of any sum payable pursuant to clause 10(c) of such Global Master Repurchase Agreement).

General Notice means any notice given in accordance with these Conditions other than a Pricing Notice.

Global Master Repurchase Agreements means the agreements of that name between the Issuer and the Currency Transaction Counterparties governing Repos including an agreement of that name between the Issuer and MSIP dated 5 November 2009 (the **MSIP GMRA** and, for so long as MSIP is the only Currency Transaction Counterparty, the **GMRA**).

Gross Class Collateral Pool means, in respect of any class of Collateralised Currency Securities, all the assets comprised in each Counterparty Collateral Pool relevant to such class.

Guarantee means in respect of any Currency Transaction Counterparty, any guarantee or other credit support agreement provided by a guarantor or other credit support provider in respect of such Currency Transaction Counterparty's obligations under the relevant Facility Agreement, ISDA Master Agreement and/or Global Master Repurchase Agreement.

Guarantor means in respect of any Currency Transaction Counterparty, any guarantor or other credit support provider who has entered into a Guarantee in respect of such Currency Transaction Counterparty's obligations under the relevant Facility Agreement, ISDA Master Agreement and/or Global Master Repurchase Agreement.

Hedging Disruption Event means, in relation to a class of Collateralised Currency Security, an event circumstance or cause that a Currency Transaction Counterparty reasonably and in good faith, determines has had or would reasonably be expected to have a materially adverse effect on that Currency Transaction Counterparty's ability to hedge its positions in connection with a Corresponding Currency Transaction, 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 such Corresponding Currency Transaction, in each case whether due to market illiquidity, position limits, 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 Business Day means in respect of any class, a day on which the Currency Index for such class is scheduled to be published in accordance with the Manual.

Index Creation Notice means a notice given as an "Index Creation Notice" pursuant to a Facility Agreement.

Index Disruption Day means, in respect of any class, an Index Business Day on and in respect of which the Closing Level of the Currency Index applicable to such class is not published or caused to be published by the Index Provider or any day in respect of which either MSIP or the Issuer validly gives notice to the other party under the MSIP ISDA Master Agreement of an "Additional Disruption" which is not also a "Hedging Disruption/Change in law" (as such terms are defined in that ISDA Master Agreement).

Index Event means, in relation to any class of Collateralised Currency Securities, the occurrence of any of the events defined as "adjustment events" or "market disruption events" in the Manual in relation to the Currency Index applicable to such class.

Index Pricing means the method prescribed under Conditions 6.8 to 6.13 by which an Authorised Participant may request a Redemption of any Collateralised Currency Security by submission of a notice to the Issuer.

Index Provider means in respect of any class, any person who calculates and publishes (or causes to be published) the Currency Index to which that class relates.

Index Redemption Form means a notice in the form prescribed from time to time by the Issuer for requesting Redemption of Collateralised Currency Securities using Index Pricing.

Investment Advisor means a person authorised by the FCA with permission under Part IV of FSMA to give investment advice.

Investment Company Act means the Investment Company Act of 1940 of the U.S..

ISDA Master Agreements means the agreements of that name between the Issuer and different Currency Transaction Counterparties governing Currency Transactions including the MSIP ISDA Master Agreement.

Issuer means WisdomTree Foreign Exchange Limited, a company incorporated and registered in Jersey with registered number 103518.

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) (A) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, 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 by it or such regulator, supervisor or similar official, or (B) 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 such proceeding or petition is instituted or presented by a person or entity not described in limb (A) above and either (I) 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 (II) is not dismissed, discharged, stayed or restrained in each case within 15 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 15 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) above (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 a Counterparty Collateral Pool shall constitute an Issuer Insolvency Event save where such action falls within one or more of clauses (1) to (9) and is taken (x) with respect to all Counterparty Collateral Pools in existence at such time and (y) with the intention of distributing the entire proceeds of the liquidation of such Counterparty Collateral Pools.

Issuer's Website means the website having the following internet address: https://www.wisdomtree.eu or such other internet address as may be notified by RIS announcement.

Jersey means the Island of Jersey, Channel Islands.

Liability means any loss, damage, cost, charge, claim, demand, expense, judgement, action, proceeding or other liability whatsoever (including, without limitation, in respect of Taxes) and including any VAT or similar Tax 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

(d) 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 in respect of any class of Collateralised Currency Securities, the admission of such class to the Official List in accordance with the Listing Rules and the admission to trading of such class on the London Stock Exchange's regulated market (or any such regulated market 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 Collateralised Currency Securities issued or to be issued under the Programme.

Listing Failure Date means, in respect of any Collateralised Currency Security the subject of a Listing Failure, the day which was or would have been the first date on which payment would have been due in respect of the corresponding Currency Transaction pursuant to the terms of the Relevant ISDA Master Agreement.

Listing Rules means the Listing Rules of the FCA from time to time, made under section 73A of FSMA.

London 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 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.

Management Fee means, in respect of any class of Collateralised Currency Securities, the management fee rate per annum payable by the Issuer to ManJer (or any Affiliate of the Issuer) as set out in the Services Agreement (as the same may be amended from time to time).

ManJer means WisdomTree Management Jersey Limited, a company incorporated in Jersey, with registered number 106921.

Manual means in respect of a class of Collateralised Currency Securities, the document which sets out the methodology for the calculation of the Currency Index applicable to that class as specified as such in the Trust Instrument.

Maximum Closing Limit means, in respect of a class of Currency Transactions, a maximum limit on the amount or volume by which a Currency Transaction of such class may be Closed in accordance with a Facility Agreement governing any such Closing as agreed between the parties to such Facility Agreement from time to time.

Minimum Closing Limit means, in respect of a class of Currency Transactions, a minimum limit on the amount or volume by which a Currency Transaction of such class may be Closed in accordance with a Facility Agreement governing any such Closing as agreed between the parties to such Facility Agreement from time to time.

month means calendar month.

MSIP means Morgan Stanley & Co. International plc.

MSIP ISDA Master Agreement means the 2002 ISDA Master Agreement and master confirmation agreement between the Issuer and MSIP dated 5 November 2009 together with each transaction's confirmation supplement thereto.

New Class has the meaning given to it in Condition 15.5.

New Class Securities means the New Securities identified in Schedule 2 to the Third Supplemental Trust Instrument.

New York 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 New York.

Notice Deadline means:

(i) in respect of Collateralised Currency Securities other than CNY Securities, on a Pricing Day, the earlier of 2.00 p.m. (London time) or such other time determined by the Issuer as the Notice Deadline in respect of a particular Pricing Day or generally; and

(ii) in respect of CNY Securities, on a London Business Day, the earlier of 4.30 p.m. (London time) or such other time determined by the Issuer as the Notice Deadline in respect of a particular Pricing Day, London Business Day or generally.

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 class of Collateralised Currency Securities, all the Collateralised Currency Securities of that class issued and in respect of which there is for the time being an entry in the Register other than:

(a) Collateralised Currency Securities which have been redeemed and cancelled pursuant to the Trust Instrument; and

(b) Collateralised Currency 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, Collateralised Currency Securities (if any) which are for the time being held by, for the benefit of, or on behalf of, (A) the Issuer, (B) a Currency Transaction Counterparty which is not also an Authorised Participant or a Guarantor or an Affiliate of an Authorised Participant or Guarantor, (C) ManJer, (D) any subsidiary of the Issuer or of any such Currency Transaction Counterparty falling under (B), (E) any individual Controller of the Issuer, ManJer 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 Collateralised Currency Securities shall be deemed not to be Security Holders.

Potential Event of Default means, in respect of an ISDA Master Agreement, a "Potential Event of Default" as defined in that ISDA Master Agreement and in relation to a Global Master Repurchase Agreement, an event which with the giving of notice and/or the lapse of time would constitute an Event of Default for the purposes of that Global Master Repurchase Agreement.

Price in respect of any class of Collateralised Currency Securities on any Pricing Day has the meaning given to $P_{i,t}$ in the formula in Condition 5.2 and shall be determined in accordance with such formula 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 which is valid in accordance with Condition 6.17, the day upon which such notice is received or deemed to have been received by the Issuer; or

(b) in the case of an Index Redemption Form which is valid in accordance with Condition 6.8 in respect of any class other than CNY Securities, the Pricing Day on which the Index Redemption Form is received or deemed to have been received by the Issuer or, in the case of CNY Securities, the Pricing Day next following the London Business Day on which the Index Redemption Form is received or deemed to have been received by the Issuer.

Pricing Day means, in respect of a Currency Transaction of any class, a London Business Day which is an Index Business Day for that class and which is not a Index Disruption Day for that class.

Pricing Notice means a Redemption Form (and any other notice contemplated by these Conditions which the Issuer shall notify by RIS announcement as being a Pricing Notice from time to time).

Principal Amount means in respect of each Collateralised Currency Security the amount specified in clause 2 of the Trust Instrument.

Priority Schedule means the provisions of Condition 13.4.

Programme means the programme for the issue by the Issuer of Collateralised Currency 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 Collateralised Currency 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 both a Qualified Purchaser and a Qualified Institutional Buyer, or any person who holds Currency Securities for the benefit of a US Person who is not both a Qualified Purchaser and a Qualified Institutional Buyer.

Qualified Institutional Buyer has the meaning given thereto by Rule 144A under the United States Securities Act of 1933, as amended.

Qualified Purchaser means a "qualified purchaser" as defined under the Investment Company Act.

Redemption means the redemption of Collateralised Currency Securities by the Issuer in accordance with these Conditions (and **Redeem** shall be construed accordingly).

Redemption Account means in respect of Collateralised Currency Securities, a bank account to receive payments in the Relevant Currency of the Redemption Amount in respect of the Redemption of such Collateralised Currency Securities, which account shall be:

(a) for an Authorised Participant, the bank account notified in writing for such purposes by the Authorised Participant to the Issuer, each Currency Transaction Counterparty and the Trustee from time to time;

(b) for a Compulsory Redemption of Collateralised Currency Securities or where there are no Authorised Participants, the bank account of the Issuer secured for the benefit of the Security Holders of such Collateralised Currency Securities or of the Trustee for the benefit of such Security Holders; and

(c) otherwise, the bank account specified in the Redemption Form in accordance with the terms of any relevant RIS announcement made by the Issuer pursuant to or in connection with Condition 6.3.

Redemption Amount means the amount per Collateralised Currency Security of the relevant class payable by the Issuer to the Security Holder upon the Redemption of Collateralised Currency Securities, as provided in Condition 6.1, 7.9 or 7.10, as the case may be, as may be reduced for any withholdings or deductions for or on account of tax as set out in Condition 8.5.

Redemption Day means a Repo Day which is not a Collateral Administrator Suspension Day.

Redemption Fee means the fee payable by a Security Holder upon Redemption of Collateralised Currency Securities in accordance with Condition 9.

Redemption Form means an Agreed Redemption Form or an Index 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 has the meaning given to it in Condition 6.6.

Redemption Liquidity Facility means any overnight overdraft or overnight loan facility provided to the Issuer by a Collateral Administrator or other financial institution solely for the purpose of settling Redemption Amounts.

Redemption Payment Date means:

(a) in the case of a Redemption pursuant to an Index Redemption Form,

(i) in respect of which the Pricing Date of that Redemption (**T**) is before the T+2 Implementation Date, the second Redemption Day following T or, if later, the third London Business Day following T (and if such London Business Day is not a Redemption Day, the Redemption Day next following such London Business Day); and

(ii) in respect of which the Pricing Date of that Redemption (**T**) is on or after the T+2 Implementation Date, the second Redemption Day following T; or

(b) in the case of a Redemption pursuant to an Agreed Redemption Form, the London Business Day specified for such payment in that notice (provided that, unless otherwise agreed by the Issuer, the date so specified shall be not earlier than two Redemption Days following the day upon which notice is received or deemed to have been received by the Issuer) (**T**) and if T is not a Redemption Day, the Redemption Day next following such London Business Day; or

(c) in the case of a Redemption in accordance with a Listing Failure:

(i) where the relevant Listing Failure Date (**T**) is before the T+2 Implementation Date, the second Redemption Day following T or, if later, the third London Business Day following T (and if such London Business Day is not a Redemption Day, the Redemption Day next following such London Business Day); and

(ii) where the relevant Listing Failure Date (**T**) is on or after the T+2 Implementation Date, the second Redemption Day following T; or

(d) except as provided for in Condition 7.11, in the case of a Redemption following the nomination of a Compulsory Redemption Date:

(i) where the relevant Compulsory Redemption Date is before the T+2 Implementation Date, the second Redemption Day following the last Pricing Day (**T**) on which the Price of Collateralised Currency Securities being Redeemed was determined in accordance with these Conditions or, if later, the third London Business Day following T (and if such London Business Day is not a Redemption Day, the Redemption Day next following such London Business Day); and

(ii) where the relevant Compulsory Redemption Date is on or after the T+2 Implementation Date, the second Redemption Day following the last Pricing Day on which the Price of Collateralised Currency Securities being Redeemed was determined in accordance with these Conditions; or

(e) in the case of a Redemption as provided in Condition 7.11:

(i) where the relevant Compulsory Redemption Date (**T**) is before the T+2 Implementation Date, the second Redemption Day following or, if later, the third London Business Day following T; and

(ii) where the relevant Compulsory Redemption Date (**T)** is on or after the T+2 Implementation Date, the second Redemption Day following T.

Registers means the registers of Security Holders of each class kept and maintained by the Registrar and **Register** shall be construed accordingly. At the date of the Trust Instrument there are 74 Registers, one for each of the 74 different classes of Collateralised Currency Securities currently envisaged to be created pursuant to the Trust Instrument.

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, to receive and process applications for Collateralised Currency Securities and to receive and process applications for Redemptions of Collateralised Currency Securities.

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 Collateralised Currency Securities to be evidenced otherwise than by a certificate and transferred otherwise than by a written instrument.

Relevant Affected Class means in respect of a Currency Transaction Counterparty on any day when either a Counterparty Event of Default or a CTC Enforcement Event has occurred and is continuing in respect of such Currency Transaction Counterparty:

(a) if such day falls on or after an Early Termination Date under the ISDA Master Agreement between the Issuer and such Currency Transaction Counterparty, each class of Collateralised Currency Securities which corresponds to a class of Corresponding Currency Transaction existing under such ISDA Master Agreement immediately before such Early Termination Date; and

(b) if such day falls before an Early Termination Date under the ISDA Master Agreement between the Issuer and such Currency Transaction Counterparty, each class of Collateralised Currency Securities which corresponds to a class of Corresponding Currency Transaction existing under such ISDA Master Agreement on such day.

Relevant Authorised Participant Agreement means in relation to a Currency Transaction *Counterparty*, an Authorised Participant Agreement relating to Collateralised Currency Securities in respect of which such Currency Transaction Counterparty can enter into Corresponding Currency Transactions.

Relevant Business Day *means*:

(a) in respect of payments to be made in Euros, Euro Collateralised Currency Securities, Euro Currency Transactions and any Euro Repo, any day on which TARGET 2 is open for the settlement of payments in Euros;

(b) in respect of payments to be made in GBP, GBP Collateralised Currency Securities, GBP Currency Transactions and any GBP Repo, a London Business Day; and

(c) in respect of payments to be made in USD, USD Collateralised Currency Securities, USD Currency Transactions and any USD Repo, a New York Business Day.

Relevant Currency means, in relation to any Collateralised Currency Security, the currency of denomination of that Collateralised Currency Security.

Relevant Currency Transaction Counterparty means, in relation to a Security Deed, the Currency Transaction Counterparty that has the benefit of the security granted by the Issuer pursuant to that Security Deed.

Relevant Exposed Class means in respect of any Defaulted Obligation on any day in relation to a class of Collateralised Currency Securities:

(a) such class;

(b) for each Corresponding Currency Transaction Counterparty in respect of such class, each class of Collateralised Currency Securities which corresponds to a class of Currency Transaction existing under the ISDA Master Agreement with such Corresponding Currency Transaction Counterparty on such day; and

(c) for each Corresponding Currency Transaction Counterparty in respect of any other class identified under this definition (whether under limb (b) or this limb (c)), each class of Collateralised Currency Securities which corresponds to a class of Currency Transaction open under the ISDA Master Agreement with such Corresponding Currency Transaction Counterparty on such day.

Relevant Facility Agreement means, in respect of a Collateralised Currency Security of any class, a Facility Agreement between the Issuer and a Currency Transaction Counterparty in respect of Currency Transactions that are Corresponding Currency Transactions in respect of such class.

Relevant Global Master Repurchase Agreement means, in respect of a Collateralised Currency Security of any class, a Global Master Repurchase Agreement between the Issuer and a Corresponding Currency Transaction Counterparty in respect of such class.

Relevant ISDA Master Agreement means, in respect of a Collateralised Currency Security of any class, an ISDA Master Agreement between the Issuer and a Corresponding Currency Transaction Counterparty in respect of such class.

Relevant Issuer Account means, with regard to a Currency Transaction Counterparty, an account or accounts of the Issuer which the Issuer has established and maintains with the Collateral Administrator for the purposes of (among other things) settling Repos and Currency Transactions with that Currency Transaction Counterparty and:

(a) where the Issuer has established and maintains one or more Custody Accounts for such purpose, those Custody Accounts;

(b) where the Issuer has established and maintains one or more Custody Accounts and a Cash Account for such purpose:

   (i) the Custody Accounts in respect of delivery and transfer of securities and assets other than cash; and

   (ii) the Cash Account in respect of payment and receipt of cash.

Relevant Securities means, in relation to a Security Deed, each class of Collateralised Currency Securities in respect of which the Relevant Currency Transaction Counterparty is a Currency Transaction Counterparty.

Repo means Euro Repo, GBP Repo or USD Repo.

Repo Day means, in relation to a Redemption of Collateralised Currency Securities of any class, a Relevant Business Day which is a London Business Day.

RIS means a Regulatory Information Service (as defined for the purposes of the Listing Rules) from time to time chosen by the Issuer.

Secured Liabilities means, in respect of any Security Deed, all sums and liabilities (present or future, actual or contingent) due, owing or incurred by the Issuer to:

(a) the Relevant Currency Transaction Counterparty under the Relevant Facility Agreement, Relevant ISDA Master Agreement and any Relevant Global Master Repurchase Agreement;

(b) the holders of Relevant Securities under the Relevant Securities;

(c) ManJer under the Services Agreement;

(d) the Trustee under the Trust Instrument (other than any Redemption Amounts owed to the Trustee under the Trust Instrument in respect of the Collateralised Currency Securities to which such Counterparty Collateral Pool is relevant); and

(e) the Security Trustee under the Security Deed.

Secured Parties means, in respect of any Security Deed, the Security Trustee, the Trustee, the Relevant Currency Transaction Counterparty, the holders of Relevant Securities and ManJer.

Securities Act means the Securities Act of 1933 of the U.S..

Security Deed means, for any class of Collateralised Currency Security, each security deed over a Counterparty Collateral Pool relevant to such class, entered into between the Issuer and the Security Trustee (and, as at the Effective Date of the MSIP Facility Agreement, the Security Deed is the security deed in respect of the Counterparty Collateral Pool relating to MSIP dated 5 November 2009 entered into between the Issuer and the Security Trustee).

Security Holder means a registered holder of Collateralised Currency Securities from time to time.

Security Trustee means each security trustee appointed pursuant to a Security Deed to hold the security granted by the Issuer under such Security Deed (and as at the Effective Date of the MSIP Facility Agreement, the Security Trustee is The Law Debenture Trust Corporation p.l.c.)

Services Agreement means the agreement between the Issuer and ETFSL dated 5 November 2009 as novated to the Issuer and ManJer pursuant to a novation agreement dated 31 December 2010 in respect of provision of services by ManJer to the Issuer in connection with the Programme or any replacement agreement which the Issuer may agree from time to time, in respect of the provision of such services with any of its Affiliates.

Settlement Failure means, in respect of a Redemption where the Security Holder has delivered the Collateralised Currency 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.

Spread, in relation to any Currency Transaction, has the meaning given to it in the Daily Adjustment Agreement relating to the Facility Agreement governing such Currency Transaction as agreed from time to time between the Issuer and the relevant Currency Transaction Counterparty.

T+2 Implementation Date means the date specified as such or determined as such in accordance with a notice given to the Security Holders by way of a RIS and the Currency Transaction Counterparties not less than 5 days in advance;

TARGET2 means Trans-European Automated Real-time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007.

Taxes means all present and future income and other taxes, levies, duties, imposts, assessments and charges imposed by any jurisdiction (which expression shall include any supra-national federation or other similar organisation) and any withholdings or deductions in the nature of taxes, levies, duties, imposts, assessments and charges, together with interest imposed thereon and penalties and fines with respect thereto, if any, and any payments made on or in respect thereof.

Termination Event means in respect of an ISDA Master Agreement, a “Termination Event” as defined in that ISDA Master Agreement.

Trustee means The Law Debenture Trust Corporation p.l.c. and any replacement trustee under the Trust Instrument.

Trustee Consent Documents means each ISDA Master Agreement, Global Master Repurchase Agreement, each Eligible Collateral Agreement, each Facility Agreement (but excluding the schedules to any Facility Agreement, save schedules 2 and 3), Currency Transactions and Repos created thereunder and any Guarantee.

Trust Instrument means the trust instrument dated 5 November 2009, between the Issuer and the Trustee constituting Collateralised Currency Securities, including the schedules thereto.

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 relation to any Currency Transaction Counterparty, an Authorised Participant in respect of which that Currency Transaction Counterparty has given and not withdrawn notice under the relevant Facility Agreement that the Authorised Participant has ceased to be acceptable to such Currency Transaction 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 an authenticated computer instruction, and/or other instruction or notification, which is sent by means of CREST.

US Dollars or **US$** means the lawful currency of the U.S..

USD Collateralised Currency Security means a Collateralised Currency Security denominated in US Dollars.

USD Currency Transaction means a Currency Transaction under which the payment obligations of the parties to that transaction are denominated in US Dollars (other than payment obligations arising in respect of any "Early Termination Amount" under an ISDA Master Agreement).

USD Repo means a repurchase transaction subject to and governed by a Global Master Repurchase Agreement under which the payment obligations of the parties to such transaction are denominated in US Dollars (other than in the case of any sum payable pursuant to paragraph 10(c) of such Global Master Repurchase Agreement).

US Person means a "US person" as defined in Regulation S under the Securities Act.

United States or **U.S.** means the United States of America, its territories and possessions, any state of the United States and the District of Columbia.

VAT means value added tax.

Volume in relation to any Currency Transaction has the meaning given to it in the Facility Agreement relevant to such Currency Transaction.

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) Reference to any person, including a party, includes that person's successors in title and transferees.

2 STATUS OF COLLATERALISED CURRENCY SECURITIES

Collateralised Currency Securities constitute undated limited recourse secured debt obligations of the Issuer secured as set out in Condition 3. The Collateralised Currency Securities of each class rank *pari passu* among themselves.

3 **SECURITY AND LIMITED RECOURSE**

3.1 Under each Security Deed, entered into in respect of each Counterparty Collateral Pool, the obligations of the Issuer in respect of the Secured Liabilities under that Security Deed are secured by:

(a) charges over the Counterparty Collateral Pool relevant to such class; and

(b) an assignment by way of security of the Issuer's rights in each Assigned Agreement forming part of such Counterparty Collateral Pool,

in favour of the Security Trustee for and on behalf of the Secured Parties. On any distribution by the Security Trustee of the proceeds of a Counterparty Collateral Pool, the claims of the holders of Relevant Securities rank behind the claims of the Trustee, the Security Trustee and the Relevant Currency Transaction Counterparty as provided in the Priority Schedule. Collateralised Currency Securities of the same class are secured by reference to the same Class Collateral Pool.

3.2 The Trustee (on behalf of the Security Holders of Collateralised Currency Securities of any class) and the Security Holders of Collateralised Currency Securities in any such class shall have recourse only to sums derived from the Class Collateral Pool for that class. If, the Security Trustee (or any other secured party) having realised the same, the net proceeds of such Class Collateral Pool are insufficient to satisfy all payments under the Collateralised Currency Securities of such class which, but for the effect of this Condition, would then be due from the Issuer to the holders of Collateralised Currency Securities of such class, the obligations of the Issuer in respect of such class of Collateralised Currency Securities will be limited to such net proceeds of realisation, and neither the Trustee, the Security Trustee, any Security Holder of that class nor any person acting on its behalf shall be entitled to take any further steps against the Issuer to recover any further sums in respect of such class and no debt shall be owed by the Issuer to any such person in respect of any such further sum in respect of such Collateralised Currency Securities and the indebtedness of the Issuer in respect of any such further sum shall be unconditionally extinguished. Further, neither the Trustee, the Security Trustee nor any Security Holder of any such Collateralised Currency Security 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, re-organisation, arrangement, insolvency or liquidation proceeding or other proceeding under any similar law (whether court based or otherwise) in respect of claims under such Collateralised Currency Security in relation to the Issuer (except for the appointment of a receiver and manager pursuant to a 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 other assets of the Issuer.

3.3 The obligations of the Issuer under, and in connection with these Conditions are solely corporate obligations of the Issuer. Neither the Trustee, the Security Trustee nor any Security Holder shall have any recourse against any shareholder, director, officer or agent of the Issuer for any claim, loss, liability or expense suffered or incurred by it under, or in connection with, these Conditions other than as permitted at law.

4 **FORM AND TRANSFER**

4.1 Collateralised Currency Securities are in registered form and are individually transferable.

4.2 Collateralised Currency 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 Collateralised Currency Securities in Uncertificated Form. A Security Holder may request that his Collateralised Currency Securities be held in Certificated Form, in which case such Collateralised Currency 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 Collateralised Currency 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.

5 PRICE OF COLLATERALISED CURRENCY SECURITIES

5.1 The Price for the first Collateralised Currency Security of a particular class to be issued shall be calculated in accordance with Condition 5.2 on the basis that in respect of (i) USD Collateralised Currency Securities of any class, $P_{i,t-1}$ shall be deemed to be US$50 and $DA_{i,t}$ shall be deemed to be zero, (ii) Euro Collateralised Currency Securities of any class, $P_{i,t-1}$ shall be deemed to be Euro 50 and $DA_{i,t}$ shall be deemed to be zero, and (iii) GBP Collateralised Currency Securities of any class, $P_{i,t-1}$ shall be deemed to be GBP 50 and $DA_{i,t}$ shall be deemed to be zero, and such Price shall be treated as being the Price for such class on the Pricing Day which is, where such Collateralised Currency Security is issued following:

(a) an Index Creation Notice, the day on which such Index Creation Notice is confirmed by a Currency Transaction Counterparty under the Facility Agreement with such Currency Transaction Counterparty; or

(b) an Agreed Creation Notice, the day on which such Agreed Creation Notice is received or (if later) deemed to be received by the Issuer under the Facility Agreement with the Corresponding Currency Transaction Counterparty,

(the **First Pricing Day**). After the First Pricing Day for a Collateralised Currency Security of any class, the Price for Collateralised Currency Securities of such class shall be calculated on each later Pricing Day in accordance with Condition 5.2.

For the avoidance of doubt, where a First Pricing Day has occurred in respect of a class of Collateralised Currency Securities prior to 14 June 2010 nothing in this modified Clause 5.1 shall be construed to invalidate the occurrence of such First Pricing Day.

5.2 The Price of a Collateralised Currency Security of any particular class on any Pricing Day (other than on the First Pricing Day for such class) will be an amount in the Relevant Currency calculated using the following formula (calculated to 7 decimal places with 0.00000005 rounded upwards):

$$P_{(i,t)} = P_{(i,t-1)} \times \left(\frac{I_{i,t}}{I_{i,t-1}} - DA_{i,t}\right)$$

where:

i refers to the class of such Collateralised Currency Security;

t refers to such Pricing Day;

t-1 refers to the Pricing Day next before Pricing Day *t;*

$P_{i,t}$ is the Price of a Collateralised Currency Security of class *i* on Pricing Day *t*; $P_{i,t}$

$P_{i,t-1}$ is the Price of a Collateralised Currency Security of class *i* on Pricing Day *t-1*;

$I_{i,t}$ is the Closing Level of the Currency Index applicable to a Collateralised Currency Security of class *i* in respect of Pricing Day *t*;

$I_{i,t-1}$ is the Closing Level of the Currency Index applicable to a Collateralised Currency Security of class *i* in respect of Pricing Day *t-1*;

$DA_{i,t}$ is the daily adjustment in respect of a Collateralised Currency Security of class *i* on Pricing Day *t*, calculated in accordance with the following formula:

$$DA_{i,t} = \left(\frac{MF_{i,t}}{D} + DS_{i,t}\right) \times N_t$$

where:

$MF_{i,t}$ is the Management Fee (expressed as a percentage) in respect of Collateralised Currency Securities of class *i* on calendar day *t*;

$DS_{i,t}$ is the Daily Spread in respect of Collateralised Currency Securities of class *i* on Pricing Day *t*;

D refers to the number of days in the calendar year in which calendar day *t* falls;

N_t refers to the number of calendar days from and including the Pricing Day immediately preceding Pricing Day *t* to but excluding Pricing Day *t*.

6 **REDEMPTION OF COLLATERALISED CURRENCY SECURITIES BY SECURITY HOLDERS**

Redemption Entitlement

6.1 Subject to Condition 7, each Collateralised Currency Security of any class carries the right on Redemption to payment of, the higher of:

(a) the Principal Amount for that class; and

(b) the Price determined in accordance with Condition 5 of that Collateralised Currency Security less in the case of CNY Securities, any Additional Redemption Fee,

determined as of the Pricing Date relevant to such Redemption.

Redemption by Authorised Participants

6.2 A Security Holder which is also an Authorised Participant may (subject as provided herein) on a Pricing Day require the Issuer to Redeem all or part of its holding of Collateralised Currency Securities by lodging with the Issuer a valid Redemption Form specifying either Index Pricing or Agreed Pricing.

Redemption by Other Security Holders

6.3 A Security Holder of Collateralised Currency Securities of any class which is not also an Authorised Participant may require the Issuer to Redeem all or any part of its holding of such Collateralised Currency Securities only if either:

(a) on any Pricing Day or in the case of CNY Securities, any London Business Day, there are no Authorised Participants, and the Security Holder submits to the Issuer on such day a valid Index Redemption Form; or

(b) the Issuer has announced by RIS in respect of any such day, or until further announcement or generally, that Redemptions by Security Holders of such Collateralised Currency Securities which are not Authorised Participants will be permitted and the Security Holder submits to the Issuer on a Pricing Day or in the case of CNY Securities, any London Business Day a valid notice in the form prescribed for the purpose by the Issuer requesting Redemption of such Collateralised Currency Securities using Index Pricing and any such announcement may be general or subject to conditions, and any such notice requesting any Redemption which is not in accordance with any such conditions shall not be valid.

Redemption Amount

6.4 The Redemption Amount with respect to a Redemption of Collateralised Currency Securities of any class shall be the amount in the Relevant Currency equal to the sum of the amounts determined in accordance with Condition 6.1 in respect of all such Collateralised Currency Securities thereby Redeemed.

6.5 The Issuer shall on the Redemption Payment Date in respect of any Redemption of Collateralised Currency Securities required by a Security Holder in accordance with these Conditions pay (or procure the payment of) the Redemption Amount in respect of that Redemption into the Redemption Account in respect of such Security Holder provided that:

(a) if five consecutive days which would have been a Redemption Payment Date are not a Redemption Payment Date on account of there having occurred one or more Collateral Administrator Suspension Days on or after T, then the relevant Redemption Payment Date shall be deemed to occur on the sixth such day (a **Deemed Redemption Payment Date**); and

(b) (without prejudice to any other rights of set-off which the Issuer may have in relation to any such Security Holder) 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 may be discharged in whole or in part by set-off pursuant to any set-off provisions contained in the Authorised Participant Agreement.

Redemption Limits

6.6 No Collateralised Currency Security of any class may be Redeemed on a day pursuant to an Index Redemption Form:

(a) submitted by any Security Holder (including any Authorised Participant), to the extent that the Closing of any Corresponding Currency Transaction corresponding to the Redemption of such Collateralised Currency Security would (together with the Closing of all other Currency Transactions corresponding to the Redemption of Collateralised Currency Securities of such class on that day):

(i) exceed the sum of all the Maximum Closing Limits for such class applicable to such Closing on that day (such sum being the **Redemption Limit** for that class of Collateralised Currency Securities); or

(ii) fail to satisfy any Minimum Closing Limit agreed with a Currency Transaction Counterparty with whom the Issuer may effect such Closing unless such Currency Transaction Counterparty agrees to effect such Closing; or

(b) submitted by any Authorised Participant, to the extent that the Closing of any Currency Transaction corresponding to the Redemption of such Collateralised Currency Security would (together with the Closing of all other Currency Transactions corresponding to the Redemption of Collateralised Currency Securities of such class on that day):

(i) exceed the sum of the Maximum Closing Limits for such class agreed by the Issuer with each Currency Transaction Counterparty for which that Authorised Participant is an Authorised Participant applicable to such Closing on that day (such limit being the **Authorised Participant Redemption Limit** for that class of Collateralised Currency Securities and that Authorised Participant); or

(ii) fail to satisfy any Minimum Closing Limit with any such Currency Transaction Counterparty with whom the Issuer may effect such Closing unless such Currency Transaction Counterparty agrees nevertheless to effect such Closing.

6.7 For the purposes of the Redemption Limits, Redemption Forms will be dealt with in order of their actual receipt by the Issuer and within any Redemption Form requests to Redeem Collateralised Currency Securities shall be dealt with in the order in which such Collateralised Currency Securities are listed on that Redemption Form and, for the purpose of this Condition, Condition 6.11 shall be disregarded.

Index Pricing

6.8 An Index Redemption Form shall be invalid:

(a) if it does not specify the number and class of any Collateralised Currency Securities to be Redeemed;

(b) for an Index 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 the Notice Deadline on any Pricing Day or in the case of CNY Securities, any London Business Day unless the Issuer agrees to treat such Index Redemption Form as being received at 8.00 a.m. on the next following Pricing Day pursuant to Condition 6.11;

(c) to the extent it does not specify the Redemption Account into which the Redemption Amount shall be payable in respect of any Collateralised Currency Security to be Redeemed;

(d) to the extent that the number of Collateralised Currency Securities of any class or in aggregate to be Redeemed would result in:

(i) a Redemption Limit being exceeded, where the relevant Currency Transaction Counterparty does not (or Currency Transaction Counterparties do not) agree to that Redemption Limit being exceeded (in which event such Index Redemption Form will not be capable of being invalidated under this Condition 6.8(d) in respect of the greatest number of Collateralised Currency Securities of the relevant class or classes that would not result in the Redemption Limit being exceeded); or

(ii) the Issuer being unable to satisfy a Minimum Closing Limit in respect of such class on such day agreed with any Corresponding Currency Transaction Counterparty with whom the Issuer needs to effect such Closing unless such Currency Transaction Counterparty agrees to effect such Closing;

(e) to the extent, if the Index Redemption Form is submitted by an Authorised Participant, that the number of Collateralised Currency Securities of any class or in aggregate to be Redeemed would result in:

(i) an Authorised Participant Redemption Limit being exceeded (in which event such Index Redemption Form shall not be capable of being invalidated under this Condition 6.8(e) in respect of the greatest number of Collateralised Currency Securities of the relevant class that would not result in the Authorised Participant Redemption Limit being exceeded); or

(ii) the Issuer being unable to satisfy a Minimum Closing Limit in respect of such class with any Corresponding Currency Transaction Counterparty in respect of which the Authorised Participant is appointed as Authorised Participant for such class with whom the Issuer needs to effect such Closing unless such Currency Transaction Counterparty agrees nevertheless to effect such Closing;

(f) to the extent it relates to a class of Collateralised Currency Securities and unless otherwise notified by RIS announcement, where notice of a Compulsory Redemption Date in respect of Collateralised Currency Securities of such class has been given (or has been deemed to occur) in accordance with 7.1, 7.2, 7.3 or 7.4 (or an intention to notify a Compulsory Redemption Date has been given under Clause 7.3), if the Index Redemption Form is received or deemed received on or after the date of such notice;

(g) to the extent that, on the day it is received (or deemed received by the Issuer) until the Pricing Date (if different) any of the following events has occurred and is continuing:

(i) an event in respect of either the Issuer or a Currency Transaction Counterparty (the **Affected Party**) which is an Event of Default or Potential Event of Default under an ISDA Master Agreement or a Global Master Repurchase Agreement with such Currency Transaction Counterparty (or, in relation to any Corresponding Currency Transaction an event which is, or with the giving of notice or the lapse of time or both, would become a Termination Event in relation to such Corresponding Currency Transaction under that ISDA Master Agreement);

(ii) such day being a Collateral Administrator Suspension Day in respect of each Currency Transaction Counterparty with whom the Issuer would need to enter into a Corresponding Currency Transaction in respect of any Collateralised Currency Security the subject of such Index Redemption Form; or

(iii) an Index Event in relation to a Currency Index relevant to any class of Collateralised Currency Securities the subject of such Index Redemption Form, and as a result the Issuer is unable to effect a Closing of any Corresponding Currency Transaction in respect of any class of Collateralised Currency Securities the subject of such Index Redemption Form;

(h) to the extent that it relates to the Redemption of Collateralised Currency Securities that are the subject of a Listing Failure;

(i) to the extent that it is invalid pursuant to Condition 6.18;

(j) unless the Issuer otherwise agrees in its absolute discretion, if such Index Redemption Form is lodged by an Authorised Participant on any day and another Index Redemption Form has been lodged (not including an Index Redemption Form deemed lodged) by that Authorised Participant on or in respect of such day; or

(k) to the extent that it specifies one or more classes of New Class Securities and a Currency Transaction Counterparty has given notice by no later than 2.00 p.m. (London time) on the relevant Pricing Day that it has incurred or there is a reasonable likelihood that it will incur a materially increased cost of hedging Currency Transactions of a class corresponding to one or more classes of such New Class Securities as compared with the circumstances existing on, in the case of MSIP, 23 June 2014, and in the case of another Currency Transaction Counterparty, such date on which it becomes a Currency Transaction Counterparty in respect of the New Class Securities,

and no Collateralised Currency Securities shall be Redeemed in respect of or under that Index Redemption Form to the extent that such Redemption Form is invalid.

6.9 If the Issuer considers that a purported Index Redemption Form submitted by a Security Holder is invalid in whole or in part, it shall notify the Security Holder of that fact as soon as reasonably possible. The Issuer shall not be obliged to Redeem pursuant to an Index Redemption Form any Collateralised Currency Securities where the relevant Currency Transaction Counterparty has not confirmed the Closing of a corresponding Currency Transaction in accordance with the provisions of the relevant Facility Agreement.

6.10 If an Index Redemption Form in relation to a class of Collateralised Currency Securities is deemed received by the Issuer (pursuant to Condition 6.11) on a London Business Day (**Day 1**) which is an Index Disruption Day for such Collateralised Currency Securities:

(a) the Security Holder may by written notice to the Issuer, sent before the Notice Deadline on the next succeeding Pricing Day, cancel the Index Redemption Form, and where such notice is given no Collateralised Currency Securities shall be Redeemed in respect of or under that Index Redemption Form; and

(b) if no notice is issued under Condition 6.10(a) then the Index Redemption Form will be deemed received by the Issuer on the Pricing Day next following Day 1(and no redemption of such Collateralised Currency Securities for that Index Redemption Form shall occur before then) in priority to any Index Redemption Form received by the Issuer prior to the Notice Deadline on such next Pricing Day pursuant to Condition 6.11 and that next Pricing Day will then constitute Day 1 for the Index Redemption Form and this Condition 6.10 shall apply thereto accordingly.

6.11 Where an Index Redemption Form is received by the Issuer on a Pricing Day or in the case of CNY Securities, London Business Day after the Notice Deadline the Issuer may (but shall not be obliged to) agree to treat that Index Redemption Form as being received at 8.00 a.m. on the next following Pricing Day or in the case of CNY Securities, London Business Day.

6.12 Within one Business Day after the Pricing Date in respect of any Index Redemption Form, the Issuer shall notify the relevant Security Holder of the Redemption Amount payable in respect of that Index Redemption Form, determined as provided above.

6.13 The Issuer may change or vary the procedures for the lodgement of Index Redemption Forms on 5 days prior notice by RIS announcement and these Conditions shall be modified accordingly.

Agreed Pricing

6.14 A Currency Transaction 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 Currency Transaction Counterparty and the Authorised Participant have agreed upon the Redemption by the Issuer of the number and class (or classes) of Collateralised Currency Securities specified in the notice(s).

6.15 If a Currency Transaction 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 6.17(a) or 6.17(b); or

(b) one of which is invalid under Condition 6.17,

those notices shall not constitute a valid Agreed Redemption Form and the Issuer shall reject the notices and advise that Currency Transaction Counterparty and that Authorised Participant accordingly.

6.16 Where an Agreed Redemption Form is submitted by separate notices from the Authorised Participant and a Currency Transaction 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.

6.17 An Agreed Redemption Form shall be invalid:

(a) if it does not set out the number and class of any Collateralised Currency Securities to be Redeemed;

(b) if it does not set out the Redemption Payment Date for the Redemption of such Collateralised Currency Securities, which shall be not earlier than one London Business Day following the day on which the Agreed Redemption Form is received or deemed received by the Issuer; and

(c) to the extent that, on the date it is received or deemed to be received by the Issuer any of the following events has occurred and is continuing:

(i) an event in respect of either the Issuer or the relevant Currency Transaction Counterparty (the **Affected Party**) which is an Event of Default or Potential Event of Default under the ISDA Master Agreement with such Currency Transaction Counterparty (or, in relation to any Corresponding Currency Transaction an event which is, or with the giving of notice or the lapse of time or both, would become a Termination Event in relation to such Corresponding Currency Transaction under that ISDA Master Agreement);

(ii) such day being a Collateral Administrator Suspension Day in respect of each Currency Transaction Counterparty with whom the Issuer would need to enter into a Corresponding Currency Transaction in respect of any Collateralised Currency Security the subject of such Agreed Redemption Form: or

(iii) an Index Event in relation to a Currency Index relevant to any class of Collateralised Currency Securities the subject of such Agreed Redemption Form, and

as a result the Issuer is unable to effect a Closing of any Corresponding Currency Transaction with the relevant Currency Transaction Counterparty in respect of any class of Collateralised Currency Securities the subject of such Agreed Redemption Form.

Suspension of Redemptions

6.18 If:

(a) on any Pricing Day the Price of a class of Collateralised Currency Securities (less, in the case of CNY Securities, any Additional Redemption Fee that would be payable on such Pricing Day) 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 suspend the right to Redeem Collateralised Currency Securities of that class pursuant to Condition 6.1; or

(b) there is a Counterparty Event of Default in respect of the Corresponding Currency Transaction Counterparty for any class of Collateralised Currency Securities, the Issuer may at any time and from time to time while such Counterparty Event of Default is continuing suspend the right to Redeem Collateralised Currency Securities of that class pursuant to Condition 6.1, and, in each case subject as provided in this Condition 6.18, may terminate either such suspension at any time. The following provisions shall apply where the Issuer determines to exercise its powers under this Condition:

(i) 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;

(ii) any such suspension may continue in the discretion of the Issuer for a period of up to 30 Pricing Days, and may continue thereafter (save in the case of a suspension based on a Counterparty Event of Default) provided that notice of a meeting has been issued convening a meeting for a date not more than 30 Pricing 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;

(iii) any suspension shall not affect any Redemption the Pricing Date for which had passed before the suspension commenced, but any Index Redemption Form lodged or deemed to be received on a Pricing Day when the right to Redeem Collateralised Currency Securities of that class pursuant to Condition 6.1 is suspended pursuant to this Condition shall be invalid;

(iv) if the right to Redeem Collateralised Currency Securities of that class pursuant to Condition 6.1 is suspended pursuant to this Condition as at 6.30 p.m. (London time) on the second Pricing Day prior to a Compulsory Redemption Date for that class pursuant to Condition 7.3, then notwithstanding that a number of Collateralised Currency Securities of that class may have been specified pursuant to that Condition which is not all of those Collateralised Currency Securities, such Compulsory Redemption Date shall be a Compulsory Redemption Date for all of the Collateralised Currency Securities of that class.

7 COMPULSORY REDEMPTION BY THE ISSUER OR TRUSTEE

Compulsory Redemption on Termination

7.1 The Issuer may at any time:

(a) (upon not less than seven days' notice in the case of (i) below or not less than thirty days' notice in the case of (ii) below) by RIS announcement nominate a Pricing Day to be a Compulsory Redemption Date for all Collateralised Currency Securities, or all or some only of the Collateralised Currency Securities of any one or more classes, if:

(i) notice is given by a party to a Facility Agreement terminating that Facility Agreement or notifying a Compulsory Closing Date thereunder in respect of one or more Currency Transactions created thereunder; or

(ii) the Issuer elects to Redeem all Collateralised Currency Securities, or all or some only of the Collateralised Currency Securities of any one or more classes; or

(b) by RIS announcement nominate a Pricing Day to be a Compulsory Redemption Date for a class of Collateralised Currency Securities, or all or some only of the Collateralised Currency Securities of such class, if:

(i) an Early Termination Date has been set in relation to a Corresponding Currency Transaction for such class under an ISDA Master Agreement (provided that such Compulsory Redemption Date shall be no earlier than such Early Termination Date); or

(ii) a final Daily Payment Amount has become due and payable in relation to a Corresponding Currency Transaction for such class under an ISDA Master Agreement following the occurrence of one or more Collateral Administrator Suspension Days, or

(c) (upon not less than five days' notice) by RIS announcement nominate any day to be a Compulsory Redemption Date for a class of Collateralised Currency Securities or all or some only of the Collateralised Currency Securities of such class, if the Issuer determines that a Hedging Disruption Event has occurred in respect of such class; and

where the Issuer elects to Redeem some only of the Collateralised Currency Securities of any class, the Issuer shall Redeem from each Security Holder, a number of Collateralised Currency Securities of such class held by such Security Holder calculated on a *pro rata* basis in proportion to the number of such Collateralised Currency Securities held by such Security Holder relative to those held by all other Security Holders and, where such calculation would not give rise to a whole number, rounded up to the nearest whole number.

Compulsory Redemption on Default

7.2

7.2.1 If:

(a) a Defaulted Obligation has occurred and is continuing in respect of Collateralised Currency Securities of any class (other than where an Issuer Insolvency Event or a Counterparty Event of Default in respect of a Corresponding Currency Transaction Counterparty for such class, has occurred and is continuing at such time); or

(b) an Issuer Insolvency Event has occurred and is continuing; or

(c) a Counterparty Event of Default has occurred and is continuing and as a result any Redemption Notice in respect of Collateralised Currency Securities of any class (the **affected class**) issued on any of 30 continuous Pricing Days would have been invalid pursuant to Condition 6.8(g) or 6.17(c) or the Issuer has suspended Redemptions in relation to such affected class for a period of 30 Pricing Days,

the Trustee shall if so directed in writing by:

(i) in the case of a Defaulted Obligation (as described in Condition 7.2.1(a)), Security Holders of the Relevant Exposed Classes holding not less than 10 per cent. by Principal Amount (as at the date of receipt by the Trustee of the latest written notice) of Collateralised Currency Securities of such Relevant Exposed Classes as at such date;

(ii) in the case of an Issuer Insolvency Event, Security Holders holding not less than 25 per cent. by Principal Amount (as at the date of receipt by the Trustee of the latest written notice) of all the Collateralised Currency Securities of all classes then outstanding; or

(iii) in the case of a Counterparty Event of Default, Security Holders of the Relevant Affected Classes holding not less than 25 per cent. by Principal Amount (as at the date of receipt by the Trustee of the latest written notice) of Collateralised Currency Securities of those Relevant Affected Classes as at such date,

subject to the Trustee having first been indemnified and/or secured and/or pre-funded to its satisfaction, give notice to the Issuer that:

(aa) In the case of a Defaulted Obligation (as described in Condition 7.2.1(a)), all of the Relevant Exposed Classes of Collateralised Currency Securities outstanding,

(bb) in the case of an Issuer Insolvency Event, all of the Collateralised Currency Securities outstanding;

(cc) in the case of a Counterparty Event of Default, all of the Relevant Affected Classes of Collateralised Currency Securities outstanding,

are required to be Redeemed and nominating a Pricing Day falling not less than 20 Pricing Days (or two Pricing Days in the case of an Issuer Insolvency Event) from the giving of such notice to be a Compulsory Redemption Date.

7.2.2 If:

(a) a CTC Enforcement Event has occurred and is continuing; and

(b) the Relevant Currency Transaction Counterparty has instructed the Security Trustee in writing to enforce the security over the Counterparty Collateral Pool under the relevant Security Deed relating to such CTC Enforcement Event; and

(c) the Security Trustee has notified the Trustee that it has received such notice and has been indemnified and/or secured and/or pre-funded to its satisfaction in accordance with the provisions of the relevant Security Deed (the date of such notice, the **Notification Date**),

a Compulsory Redemption Date shall automatically occur in respect of all Relevant Affected Classes of Collateralised Currency Securities outstanding on the Pricing Day falling 20 Pricing Days from the Notification Date.

7.2.3 If a Compulsory Redemption Date is set in respect of one or more classes of Collateralised Currency Securities following the occurrence of either:

(a) a Counterparty Event of Default in accordance with Condition 7.2.1; or

(b) a CTC Enforcement Event in accordance with Condition 7.2.2,

and the Issuer determines prior to such Compulsory Redemption Date to allocate the Counterparty Collateral Pool which relates to the Currency Transaction Counterparty subject to such Counterparty Event of Default or to the Relevant Currency Transaction Counterparty (as applicable) to a new class of Collateralised Currency Securities in accordance with Condition 15.5 (the New Securities) only the New Securities (and not the Existing Class) shall be Redeemed on such Compulsory Redemption Date pursuant to this Condition 7.2.

Compulsory Redemption due to Index Disruption

7.3 The Issuer may at any time by RIS announcement nominate any day to be a Compulsory Redemption Date or give notice of its intention to do so for all (or some only) of the Collateralised Currency Securities of any class if there is an Index Event in relation to such class or a Disruption Event in relation to a Corresponding Currency Transaction for such class or the Index Provider has given notice to the Issuer of its intent to discontinue calculation and notification of that Currency Index and where the Issuer elects to Redeem some only of the Collateralised Currency Securities of any class, the Issuer shall Redeem from each Security Holder, a number of Collateralised Currency Securities of such class held by such Security Holder calculated on a *pro rata* basis in proportion to the number of such Collateralised Currency Securities held by such Security Holder relative to those held by all other Security Holders and, where such calculation would not give rise to a whole number, rounded up to the nearest whole number.

Compulsory Redemption on a fall in the Price relative to the Principal Amount

7.4 If on any Pricing Day the Price (less, in the case of CNY Securities, any Additional Redemption Fee that would be payable on such Pricing Day) of any class of Collateralised Currency Security falls to 5 times the Principal Amount of such Collateralised Currency Security or below, the Issuer may at any time, for so long as the Price (less, in the case of CNY Securities, any Additional Redemption Fee that would be payable on such Pricing Day) continues to be less than 5 times the Principal Amount of such Collateralised Currency Security, upon not less than 2 days' notice by RIS announcement nominate a Pricing Day to be a Compulsory Redemption Date in respect of that class of Collateralised Currency Security and subject to Condition 3.2 investors will receive a sum on such Compulsory Redemption calculated in accordance with Condition 7.9. The right to nominate a Pricing Day to be a Compulsory Redemption Date pursuant to this Condition 7.4 shall cease if an Extraordinary Resolution is passed which has the effect of reducing the Principal Amount to a level less than one tenth of the Price (less, in the case of CNY Securities, any Additional Redemption Fee that would be payable on such Pricing Day), but this is without prejudice to any subsequent nomination pursuant to this Condition if on any Pricing Day the Price (less, in the case of CNY Securities, any Additional Redemption Fee that would be payable on such Pricing Day) of that class of Collateralised Currency Security falls to 5 times the Principal Amount (as so reduced) of such Collateralised Currency Security or below.

Compulsory Redemption for cause

7.5 The Issuer may, in its absolute discretion, at any time by written notice to a Security Holder nominate a Pricing Day (being not less than seven Pricing Days and not more than fourteen Pricing Days following the date of the notice) to be a Compulsory Redemption Date in respect of Collateralised Currency Securities held by that Security Holder, if:

(a) the Issuer requires the Security Holder in accordance with Condition 11 to certify whether or not it is a Prohibited Benefit Plan Investor and (i) the Security Holder does not, as determined by the Issuer in its absolute discretion, provide such certification, or (ii) the Security Holder certifies that it is a Prohibited Benefit Plan Investor; or

(b) the Issuer requires the Security Holder in accordance with Condition 11 to certify whether or not it is a Prohibited US Person and (i) the Security Holder does not, as determined by the Issuer in its absolute discretion, provide such certification, or (ii) the Security Holder certifies that it is a Prohibited US Person; or

(c) the Issuer considers (in its sole discretion) (a) that such Collateralised Currency Securities are or may be owned or held directly or beneficially by any person in breach of any law, regulation or requirement of any country or by virtue of which such person is not qualified to own those Collateralised Currency Securities, or (b) that the ownership or holding or continued ownership or holding of those Collateralised Currency 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 Collateralised Currency Securities held by it, a notice given by the Issuer under this Condition shall relate only to those Collateralised Currency Securities (and not any other Collateralised Currency Securities held by that Security Holder).

7.6 If a Security Holder which is the subject of a notice under Condition 7.5 provides to the Issuer prior to the Notice Deadline on the Compulsory Redemption Date proof required by the Issuer that its Collateralised Currency Securities have been transferred to a person that is not a Prohibited Benefit Plan Investor or a Prohibited US Person, then the Collateralised Currency Securities referred to in that notice shall not be redeemed under these Conditions.

7.7 If a Security Holder which is the subject of a notice under Condition 7.5 does not provide to the Issuer prior to the Notice Deadline on the Compulsory Redemption Date proof required by the Issuer that its Collateralised Currency Securities have been transferred to a person that is not a Prohibited Benefit Plan Investor or a Prohibited US Person, then the Collateralised Currency 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 Collateralised Currency Securities.

7.8 The Issuer shall not be required to give any reasons for any decision, determination or declaration taken or made in accordance with Condition 7.5. The exercise of the powers conferred by Condition 7.5 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 Collateralised Currency Securities, or any other grounds save that such powers shall have been exercised in good faith.

Compulsory Redemptions

7.9 Subject to the provisions of Condition 7.11, where a Compulsory Redemption Date in respect of any class of Collateralised Currency Securities is notified or occurs in accordance with these Conditions other than pursuant to Condition 7.5, 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 Amount in respect of such class for each successive Pricing Day commencing on the Compulsory Redemption Date;

(b) the Issuer shall agree to Redeem as of the Compulsory Redemption Date and as of each succeeding Pricing Day (or in the case of a Compulsory Redemption Date notified pursuant to Condition 7.3 where the applicable Currency Index has not been published, as of each succeeding London Business Day), Collateralised Currency Securities of such class up to but not exceeding the applicable Compulsory Daily Amount for such Pricing Day and such class until Collateralised Currency Securities of that class in a number equal to the Compulsory Redemption Number for that class have been Redeemed;

(c) subject to Condition 7.9(e) and Condition 3.2, on the Redemption Payment Date for such Compulsory Redemption the Issuer shall (subject to the Security Holder depositing the Collateralised Currency Securities in question into an appropriate CREST account or otherwise delivering such Collateralised Currency Securities to the Issuer by agreement with the Issuer) pay into the appropriate Redemption Account(s) the sum of the Compulsory Redemption Prices or, if higher in each case but not in aggregate, the Principal Amounts of all Collateralised Currency Securities thereby Redeemed;

(d) subject to Condition 7.9(e) and Condition 3.2, each Redemption Account shall be credited with the relevant Security Holder's *pro-rata* share of the sum of the Compulsory Redemption Prices or, if higher in each case but not in aggregate, the Principal Amounts of all Collateralised Currency Securities thereby Redeemed (and the Issuer shall be under no obligation to make payment of the amount so priced until that amount shall have been determined);

(e) the Issuer shall calculate as at the Compulsory Redemption Date in respect of each Collateralised Currency Security being Redeemed pursuant to this Condition 7.9, the amount which the holder of such Collateralised Currency Security would be entitled to pursuant to Condition 3.2 after the Security Trustee or secured party had realised the Class Collateral Pool for such class (the **Entitlement Amount**). To the extent that the Entitlement Amount is less than the amount payable by the Issuer to such Security Holder pursuant to Condition 7.9(c) and 7.9(d), the Issuer's obligation to make payment of such amount shall be satisfied by the payment of the Entitlement Amount and no further obligation shall arise and any indebtedness in respect of such amount, to the extent it exceeds the Entitlement Amount, shall be unconditionally extinguished;

(f) upon payment in full of that amount all such Collateralised Currency Securities which were so Redeemed shall be cancelled.

7.10 Where a Compulsory Redemption Date in respect of Collateralised Currency Securities of any class is notified to a Security Holder in accordance with Condition 7.5:

(a) the Redemption Amount with respect to such Redemption shall be the amount (in the Relevant Currency) equal to the product of the sum of the Compulsory Redemption Number for such Collateralised Currency Securities determined in accordance with paragraph (b) and the higher of the Price (for such securities) less, in the case of CNY Securitie, any Additional Redemption Fee that would be payable in respect of such securities and the Principal Amount;

(b) the Issuer shall Redeem on the Compulsory Redemption Date (in accordance with Condition 7.10(c)) and on each succeeding Pricing Day, Collateralised Currency Securities of such class up to but not exceeding the applicable Compulsory Daily Amount (for such Pricing Day and such class) until Collateralised Currency Securities of that class in a number equal to the Compulsory Redemption Number for that class have been Redeemed;

(c) the Issuer shall effect a Redemption of any Collateralised Currency Securities pursuant to this Condition 7.10 by paying the Redemption Amount into the appropriate Redemption Account(s):

(i) where the relevant Redemption Payment Date is before the T+2 Implementation Date, within three Relevant Business Days of the Redemption Payment Date for such Compulsory Redemption; and

(ii) where the relevant Redemption Payment Date is on or after the T+2 Implementation Date, within two Relevant Business Days of the Redemption Payment Date for such Compulsory Redemption,

(d) provided that the Issuer shall have no obligation to make any such payment unless and until the Security Holder deposits the Collateralised Currency Securities in question into a CREST account as specified by the Issuer for such purpose (and the Issuer has received confirmation of such deposit) or otherwise delivers such Collateralised Currency Securities to the Issuer in such manner as may be agreed by the Issuer or unless all such Collateralised Currency Securities are cancelled to the satisfaction of the Issuer;

(e) the Issuer shall calculate as at the Compulsory Redemption Date in respect of each Collateralised Currency Security being Redeemed pursuant to this Condition 7.10, the amount which the holder of such Collateralised Currency Security would be entitled to pursuant to Condition 3.2 after the Security Trustee or secured party had realised the Class Collateral Pool for such class (the **Entitlement Amount**). To the extent that the Entitlement Amount is less than the amount payable by the Issuer to such Security Holder pursuant to Condition 7.10(c), the Issuer's obligation to make payment of such amount shall be satisfied by the payment of the Entitlement Amount and no further obligation shall arise and any indebtedness in respect of such amount, to the extent it exceeds the Entitlement Amount, shall be unconditionally extinguished.

7.11 Where:

(a) a Compulsory Redemption Date is notified or occurs pursuant to Condition 7.2 in respect of a class of Collateralised Currency Securities; and

(b) the payment of the Compulsory Redemption Amount with respect to such class is dependent on the enforcement by the Security Trustee of all (but not some only) Counterparty Collateral Pools forming the Gross Class Collateral Pool for such class in accordance with Condition 12.1,

the Compulsory Redemption Amount shall fall due for payment on the Redemption Payment Date relating to such Compulsory Redemption Date and the provisions of Condition 7.9(a) and (b) shall not apply.

7.12 When calculating the Entitlement Amount, the Issuer shall be entitled to rely on valuations of securities and other assets provided to it by the Collateral Administrator or such other Investment Advisor as it may from time to time appoint. In making such calculation the Issuer may convert one currency to another currency at such exchange rate as may be available to it at that time.

8 SETTLEMENT OF REDEMPTION AMOUNTS

8.1 Where a Redemption Form has been given for the Redemption of Collateralised Currency Securities of any class, the Security Holder which holds those Collateralised Currency Securities which are the subject of that Redemption must deposit the Collateralised Currency 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 Collateralised Currency 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 Collateralised Currency Securities the Collateralised Currency 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 Collateralised Currency Securities.

8.2 Failure by a Security Holder to deposit those Collateralised Currency Securities into an appropriate CREST account and give correct delivery versus payment instructions shall not invalidate the Redemption of those Collateralised Currency Securities. Where settlement of a Redemption of Collateralised Currency Securities is delayed due to the failure of the Security Holder to deposit the Collateralised Currency Securities in question into an appropriate CREST account or give correct delivery versus payment instructions or otherwise deliver such Collateralised Currency 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 Collateralised Currency Securities to the Issuer (via the CREST system or another method agreed with the Issuer), the Issuer shall be entitled to pay a Redemption Amount (in the Relevant Currency for Collateralised Currency Securities of such class) in respect thereof into the Redemption Account for such currency (to be held on trust for the Security Holder), and to cancel the entry in the Register in respect of those Collateralised Currency Securities.

8.3 Where Collateralised Currency Securities are Redeemed in accordance with Condition 7, the Issuer shall be entitled, upon payment of the Redemption Amount (less the Redemption Fee, if applicable) (or such lesser amount as may be due and payable pursuant to Condition 3.2, 7.9 and 7.10) into the applicable Redemption Account to cancel the entry in the Register in respect of those Collateralised Currency Securities being Redeemed.

8.4 Payment of the Redemption Amount (less any applicable Redemption Fee deducted under Condition 9) (or such lesser amount as may be due and payable pursuant to Condition 3.2, 7.9 and 7.10) 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 Collateralised Currency Securities which have been Redeemed.

8.5 The Issuer may, at any time, notify a Security Holder that a Currency Transaction Counterparty may have to withhold or deduct from a payment for a Closing 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 Collateralised Currency Securities that may allow the Currency Transaction 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 Currency Transaction Counterparty by the relevant Security Holder or if it is not the beneficial owner of Collateralised Currency Securities held by such Security Holder and which are to be redeemed, 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.

8.6 The Redemption of Collateralised Currency Securities by the Issuer pursuant to the occurrence of a Listing Failure, and delivery of Collateralised Currency Securities by an Authorised Participant in connection therewith, shall be effected in accordance with the procedures set out in the applicable Authorised Participant Agreement.

8.7 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.

9 **REDEMPTION FEE**

9.1 Subject as provided below, it is a condition to the performance by the Issuer of the obligation to Redeem Collateralised Currency Securities that the Issuer may deduct the Redemption Fee from the Redemption Amount and that if it does not the Security Holder of such Collateralised Currency Securities shall pay to the Issuer the Redemption Fee in respect of such Redemption in accordance with this Condition 9. The Issuer may offset the amount of the Redemption Fee payable hereunder against the Redemption Amount payable to the Security Holder.

9.2 On a Redemption of Collateralised Currency 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 Collateralised Currency Securities being redeemed provided that such Redemption Fee shall be reduced where the payment of such Redemption Fee would result in a Security Holder receiving an amount less than the aggregate Principal Amount of such Collateralised Currency Securities being redeemed.

9.3 On a Redemption of Collateralised Currency 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 by RIS announcement provided that such Redemption Fee shall be reduced where the payment of such Redemption Fee would result in a Security Holder receiving an amount less than the aggregate Principal Amount of such Collateralised Currency Securities being redeemed.

9.4 On a Compulsory Redemption of Collateralised Currency 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 11 and the cost of giving notices under Condition 8 being not greater than £500 or such other amount as may be notified through a RIS. The Issuer shall notify Security Holders whose Collateralised Currency 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 provided that such Redemption Fee shall be reduced where the payment of such Redemption Fee would result in a Security Holder receiving an amount less than the aggregate Principal Amount of such Collateralised Currency Securities being Redeemed.

9.5 The Issuer may set off any amount payable to the Issuer in accordance with this Condition 9 by the holder of Collateralised Currency Securities in respect of the Redemption Fee against the Redemption Amount payable by the Issuer to such holder.

10 **SATISFACTION OF REDEMPTION FORMS BY TRANSFER**

The Issuer may in its absolute discretion elect to satisfy Redemption Forms by transfer of the appropriate number of Collateralised Currency 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 Collateralised Currency 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 Date will be the date of the transfer(s).

11 **ENQUIRIES AS TO STATUS OF SECURITY HOLDERS**

11.1 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 Pricing 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 class of Collateralised Currency 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 Collateralised Currency 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 Collateralised Currency Securities held by it, specifying the number and class of Collateralised Currency Securities in respect of which it is, and is not, a Prohibited Benefit Plan Investor or is, and is not, a Prohibited US Person).

11.2 The Issuer may provide to any Currency Transaction Counterparty copies of any enquiries made by it under this Condition 11 and any responses received from the Security Holder.

11.3 The Issuer shall be entitled, save to the extent that it has made enquiry under this Condition 11, to assume that none of the Collateralised Currency Securities are held by Prohibited US Persons or Prohibited Benefit Plan Investors.

12 **ENFORCEMENT**

12.1

12.1.1 The Trustee shall:

(a) if a Defaulted Obligation (other than where an Issuer Insolvency Event or a Counterparty Event of Default in respect of a Corresponding Currency Transaction Counterparty for such class, has occurred and is continuing at such time) has occurred and is continuing and if so directed in writing by Security Holders of the Relevant Exposed Classes holding not less than 10 per cent. by Principal Amount (as at the date of receipt by the Trustee of the latest written notice) of Collateralised Currency Securities of such Relevant Exposed Classes subject to the Trustee having:

(i) first been indemnified and/or secured and/or pre-funded to its satisfaction against all Liabilities to which it may thereby render itself liable or which it may incur by so doing; and

(ii) received instructions as provided in Condition 7.2,

instruct each relevant Security Trustee to take such proceedings and/or other action as it may think fit against or in relation to the Issuer or any other person to enforce the security constituted by each Security Deed forming part of any Gross Class Collateral Pool relevant to each Relevant Exposed Class;

(b) if a Counterparty Event of Default has occurred and is continuing, and as a result any Redemption Notice in respect of Collateralised Currency Securities of any class issued on any of 30 continuous Pricing Days would have been invalid pursuant to Condition 6.8(g) or 6.17(c) or the Issuer has suspended Redemptions in relation to such class for a period of 30 Pricing Days, and if so directed in writing by Security Holders of the Relevant Affected Classes holding not less than 25 per cent. by Principal Amount (as at the date of receipt by the Trustee of the latest written notice) of Collateralised Currency Securities of those Relevant Affected Classes subject to the Trustee having:

(i) first been indemnified and/or secured and/or pre-funded to its satisfaction against all Liabilities to which it may thereby render itself liable or which it may incur by so doing; and

(ii) received instructions as provided in Condition 7.2,

instruct the relevant Security Trustee to take such proceedings and/or other action as it may think fit against or in relation to the Issuer or any other person to enforce the security constituted by the Security Deed relating to the Currency Transaction Counterparty which is the subject of that Counterparty Event of Default;

(c) if an Issuer Insolvency Event has occurred and is continuing and shall if so directed in writing by Security Holders holding not less than 25 per cent. by Principal Amount (as at the date of receipt by the Trustee of the latest written notice) of all the Collateralised Currency Securities of all the classes then outstanding but in each case subject to the Trustee having:

(i) first been indemnified and/or secured and/or pre-funded to its satisfaction against all Liabilities to which it may thereby render itself liable or which it may incur by so doing; and

(ii) received instructions as provided in Condition 7.2,

instruct any or each Security Trustee to take such proceedings and/or other action as it may think fit against or in relation to the Issuer or any other person to enforce the security constituted by each Security Deed.

12.1.2 The Security Trustee is required under the terms of each Security Deed, if a CTC Enforcement Event has occurred and is continuing which relates to a Counterparty Collateral Pool and if so directed in writing by the Currency Transaction Counterparty to which such Counterparty Collateral Pool relates, but subject to the Security Trustee having first been indemnified and/or secured and/or pre-funded to its satisfaction against all Liabilities to which it may thereby render itself liable or which it may incur by so doing, to take such proceedings and/or other action as it may think fit against or in relation to the Issuer or any other person to enforce the security constituted by that Security Deed in respect of such Counterparty Collateral Pool.

12.1.3 If a Defaulted Obligation and/or an Issuer Insolvency Event has occurred and is continuing, the Trustee shall, if so instructed by any Security Holder, and indemnified and/or secured and/or pre-funded to its satisfaction, take such proceedings and other actions (other than to instruct the relevant Security Trustee to take any action to enforce the security constituted by any Security Deed) against or in relation to the Issuer to enforce any payment obligation of the Issuer under the Trust Instrument and the Collateralised Currency Securities held by that Security Holder, subject always to the provisions of Condition 3.2.

12.2 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 calendar 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 calendar 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 London Business Day until the date one month from such London Business Day (inclusive) during which each Security Holder will be entitled to redeem all (but not some only) of the Collateralised Currency 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.

12.3 In the event that at any time during the Breach Redemption Period the right to Redeem Collateralised Currency Securities of any class pursuant to Condition 6.1 is suspended pursuant to Condition 6.18, then the right to Redeem Collateralised Currency Securities of that class pursuant to Condition 12.2 shall be suspended in like manner and the provisions of Condition 6.18 shall apply *mutatis mutandis*. Upon the suspension ceasing under Condition 6.18, the right to Redeem Collateralised Currency Securities of that class pursuant to Condition 12.2 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.

12.4 Subject to Condition 12.5, only the Trustee or, in the case of a CTC Enforcement Event the relevant Currency Transaction Counterparty, may direct a Security Trustee to enforce the security constituted by a Security Deed. Where the Trustee has been directed to direct a Security Trustee to enforce in accordance with the terms thereof, the right of Security Holders to lodge a Redemption Form with the Registrar shall cease. Valid Redemption Forms lodged before the date the Trustee announces its intention to instruct a Security Trustee to enforce the security (the **Election Date**) will be Redeemed in the normal manner.

12.5 No Security Holder will be entitled to proceed directly against the Issuer unless the Trustee and/or Security 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 and/or Security Trustee is entitled to exercise against or in relation to the Issuer.

12.6 When giving instructions to a Security Trustee (or taking enforcement action pursuant to a Security Deed) the Trustee (or Security Trustee) shall be entitled to rely on any advice received from the Collateral Administrator or such other Investment Advisor as it may from time to time appoint. In making any calculation the Security Trustee or its agent may convert one currency to another currency at such rate as may be available to it at that time.

12.7 For the purposes of any directions to the Trustee pursuant to Condition 7.2, 13.1 or 18.1, the aggregate Principal Amount of any or all classes of Collateralised Currency Securities shall be calculated in US Dollars on the basis of an exchange rate of US$1 = Euro 1 = GBP1.

13 ACCOUNTS, SECURITY AND APPLICATION OF MONEYS

Accounts

13.1 The Issuer shall establish and maintain a Custody Account in respect of its dealings with each Currency Transaction Counterparty and may (but shall not be obliged to) establish a Cash Account in the Relevant Currency in respect of its dealings with each such person.

13.2 The Issuer shall procure that the following securities or amounts, as applicable, are delivered or paid, as applicable, into and credited to the Relevant Issuer Account in respect of any Currency Transaction Counterparty promptly upon receipt thereof:

(a) any amount received by or on behalf of the Issuer for the issue of any Collateralised Currency Security in respect of which the Issuer has a Corresponding Currency Transaction with such Currency Transaction Counterparty;

(b) any amount paid to the Issuer from time to time by any Currency Transaction Counterparty pursuant to the ISDA Master Agreement with such Currency Transaction Counterparty;

(c) any securities delivered or amount paid to the Issuer from time to time pursuant to the Global Master Repurchase Agreement with such Currency Transaction Counterparty; and

(d) all interest accrued and paid in respect of any cash balance standing to the credit of a Relevant Issuer Account for time to time.

13.3 The Issuer shall procure that, subject to the provisions of the Security Deeds and any applicable Account Provider's Rights, only the following securities or amounts, as applicable, are transferred from or paid out of, as applicable, and debited to the Relevant Issuer Account in respect of any Currency Transaction Counterparty:

(a) any amount to be applied towards the purchase of any securities or any securities to be delivered to such Currency Transaction Counterparty pursuant to the terms of any Repo entered into under the Global Master Repurchase Agreement with such Currency Transaction Counterparty;

(b) any Redemption Amount required to be paid by the Issuer in respect of the Redemption of any Collateralised Currency Security in respect of which the Issuer has (or had) entered into a Corresponding Currency Transaction with such Currency Transaction Counterparty;

(c) any amount required to be paid from time to time to such Currency Transaction Counterparty pursuant to the applicable Facility Agreement, ISDA Master Agreement or Global Master Repurchase Agreement;

(d) any amount required to be paid from time to time to the Trustee or any Security Trustee and secured pursuant to the relevant Security Deed; and

(e) any amount to be paid to ManJer (or any Affiliate of the Issuer) or any Affiliate under the Services Agreement in respect of the Management Fee.

Application of Proceeds

13.4 All moneys received by the Security Trustee at any time pursuant to the realisation of assets in any Counterparty Collateral Pool shall be held by the Security Trustee upon trust, to apply them:

(a) FIRST in payment of all amounts then due to the Security Trustee and the Trustee and unpaid (including to any attorneys, managers, agents, delegates or other person appointed by either of them) in respect of each class to which such Counterparty Collateral Pool is relevant under the terms of the relevant Security Deed and the Trust Instrument (as determined by the Security Trustee in its absolute discretion), 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 then unpaid, (for the avoidance of doubt, excluding any Redemption Amounts owed to the Trustee under the Trust Instrument);

(b) SECONDLY in or towards payment or discharge of all amounts then due and unpaid by the Issuer to the Currency Transaction Counterparty to which such Counterparty Collateral Pool relates under the Facility Agreement, ISDA Master Agreement or Global Master Repurchase Agreement with such Currency Transaction Counterparty;

(c) THIRDLY in or towards payment of all amounts then due and unpaid in respect of the Collateralised Currency Securities to which such Counterparty Collateral Pool is relevant on a pro rata basis as provided in Condition 13.5;

(d) FOURTHLY in or towards payment or performance of all amounts then due and unpaid by the Issuer under the Services Agreement to ManJer (or any Affiliate of the Issuer with which the Issuer has entered into a Services Agreement);

(e) FIFTHLY in payment of the balance (if any) to the Issuer (without prejudice to or liability in respect to, any question as to how such payment to the Issuer shall be dealt with as between the Issuer and any other person).

Pro Rata Basis

13.5 The Issuer has covenanted in the Trust Instrument in favour of the Trustee and in each Security Deed in favour of each Security Trustee on any Compulsory Redemption Date pursuant to Condition

7.2 that it will calculate the proportionate entitlement of each class of Collateralised Currency Securities to payments to such class from the proceeds of the assets in the relevant Counterparty Collateral Pool as at the Compulsory Redemption Date for such class (in proportion to the relevant Volume and Daily Payment Amount attributable to the Corresponding Currency Transaction of such class as it relates to the aggregate Volumes and Daily Payment Amounts for all classes of Corresponding Currency Transaction with such Currency Transaction Counterparty) in accordance with the following formula:

$$EPA_{i,t} = \frac{V_{j,t-1} + DPA_{j,t}}{\sum_{\lambda=1}^{n} V_{\lambda,t-1} + \sum_{\lambda=1}^{n} DPA_{\lambda,t}}$$

$EPA_{i,t}$ the proportionate entitlement in relation to assets in such Counterparty Collateral Pool (after deduction of any amounts payable to the Trustee, the Security Trustee or the Currency Transaction Counterparty in accordance with (a) and (b) above) of Collateralised Currency Securities of class *i* on day *t*;

i refers to a class of Collateralised Currency Security to which the Counterparty Collateral Pool is relevant;

j refers to the Currency Transaction with such Currency Transaction Counterparty which corresponds to class *i*;

t refers to the Pricing Day in respect of which such calculation is to be made;

λ refers to any class of Currency Transaction with such Currency Transaction Counterparty;

n refers to the total number of classes of Currency Transactions with such Currency Transaction Counterparty;

$V_{j,t-1}$ refers to the Volume on the Pricing Day immediately preceding Pricing Day *t*, in relation to Currency Transaction *j*;

$V_{\lambda,t-1}$ refers to the Volume on the Pricing Day immediately preceding Pricing Day *t* in relation to a Currency Transaction with such Currency Transaction Counterparty;

$DPA_{j,t}$ refers to the (positive or negative) Daily Payment Amount in relation to Currency Transaction *j* calculated as at Pricing Day *t* less (in the case of a CNY Transaction) the amount of any Additional Closing Fee which would be payable in respect of a Closing of such Currency Transaction on such Pricing Day;

$DPA_{\lambda,t}$ refers to the (positive or negative) Daily Payment Amount in relation to a Currency Transaction calculated as at Pricing Day *t* less (in the case of a CNY Transaction) the amount of any Additional Closing Fee which would be payable in respect of a Closing of such Currency Transaction on such Pricing Day,

PROVIDED THAT in respect of any class of Collateralised Currency Securities subject to Compulsory Redemption under Condition 7.3 as a result of a Disruption Event and where as a result of such Disruption Event the obligations of the Parties to the Relevant ISDA Master Agreement are modified or substituted with an obligation to pay another amount under the terms of that Relevant ISDA Master Agreement, the proportionate entitlement of such class shall be limited to the proportionate entitlement calculated above in relation to the Adjusted Counterparty Collateral Pool.

13.6 The Security Trustee and the Trustee may rely absolutely on the outcome of any such calculation made by the Issuer as communicated to them by the Issuer, and are under no duty or obligation to investigate such calculation.

13.7 If the Issuer does not perform such calculation and provide the results thereof to the Security Trustee and the Trustee in accordance with its covenant, then to the extent that all relevant information is available to the Security Trustee it may at its absolute discretion perform such calculation or engage an Investment Advisor to perform such calculation for it, but neither the Security Trustee nor the Trustee shall be under any obligation to do so.

13.8 If within 5 days of the realisation of all the assets in a Counterparty Collateral Pool:

(a) the Trustee and/or the Security Trustee has not been informed of the relevant Volume and Daily Payment Amount information necessary to enable it to carry out such calculation; or

(b) neither the Issuer nor any Investment Advisor engaged by the Trustee or Security Trustee has made the calculation contemplated under Condition 13.5,

then the Security Trustee may distribute on such basis as it considers in its absolute discretion to be a *pro rata* basis and shall have no liability to any Security Holder by virtue of so doing, subject to the prior payment or discharge of all prior ranking claims.

14 RESTRICTIONS

14.1 So long as any Collateralised Currency Securities in any of a particular class are outstanding, the Issuer covenants in the Trust Instrument, *inter alia*:

(a) not to incur or permit to subsist any indebtedness for borrowed money in respect of any assets comprising the Gross Class Collateral Pool for such class (the **relevant assets**) other than:

(i) Collateralised Currency Securities or Further Securities of such class; and

(ii) any Daily Payment Amount Facility or Redemption Liquidity Facility; or

(iii) by issuing notes to ETFSL or any Affiliate of the Issuer.

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 relevant Security Deed, these Conditions, any Facility Agreement, ISDA Master Agreement, Global Master Repurchase Agreement, Collateral Administration Agreement or the terms governing any Relevant Issuer Account not to dispose of any relevant assets 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 Collateralised Currency Securities the creation and closing of Currency Transactions and the entering into of Repos in each case entering into all necessary documents in connection with this activity 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 Collateralised Currency Securities of any class unless it has created a corresponding Currency Transaction in respect of it under an ISDA Master Agreement;

(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 for Security Holders; and

(i) to procure that each Relevant Issuer Account is at all times maintained in a manner so that it is readily distinguishable from each other Relevant Issuer Account and that no contractual rights of combination or set-off subsist between any Relevant Issuer Account and any other account of the Issuer.

Notwithstanding the foregoing the Issuer may:

(i) issue unsecured limited recourse notes to ETFSL (or any Affiliate), and may redeem, amend, supplement, extend or replace such notes in accordance with the terms thereof; and

(ii) make any loan to ETFSL (or any Affiliate) of the proceeds of the issue of such notes, under which the Issuer may, if it determines to do so, make advances to ETFSL (including by set-off against such proceeds).

15 **FURTHER SECURITIES**

15.1 Subject to its ability to create corresponding Currency Transactions, the Issuer may (without the consent of any 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.

15.2 The Issuer shall not accept applications for, or issue, Collateralised Currency Securities of a new class under Condition 15.1 unless it has first created a corresponding Currency Transaction under the terms of a Facility Agreement and ISDA Master Agreement.

15.3 Without prejudice to the foregoing, the Issuer may consolidate or divide all of the Collateralised Currency Securities of any class into Collateralised Currency Securities of the same class but with a proportionately larger or smaller Principal Amount and Price. Such consolidation or division shall be effected by deed or instrument supplemental to the Trust Instrument.

15.4 Whenever as a result of consolidation of Collateralised Currency Securities a Security Holder would become entitled to a fraction of a Collateralised Currency Security the Issuer will Redeem such fraction of a Collateralised Currency Security.

15.5 The Issuer may at any time (without the consent of the Security Holders) determine to divide the Gross Class Collateral Pool attributable to a class of Collateralised Currency Securities (the **Existing Class**) by allocating one or more Counterparty Collateral Pools comprised in such Gross Class Collateral Pool to a new class of Collateralised Currency Securities (the **New Class**), and if it determines to do so, the following shall apply:

(a) prior to or on such division becoming effective, the Issuer shall create undated limited recourse secured securities (**New Securities**) of the New Class referable to the same Currency Index and otherwise on the same terms as the Existing Class save that:

(i) the Counterparty Collateral Pools which are "**relevant**" to such New Class and Existing Class shall be as notified by the Issuer by RIS announcement;

(ii) a Corresponding Currency Transaction Counterparty in respect of a New Class following such division shall be a Currency Transaction Counterparty to which a relevant Counterparty Collateral Pool for such New Class relates after such division;

(iii) a Corresponding Currency Transaction Counterparty in respect of an Existing Class following such division shall be a Currency Transaction Counterparty to which a relevant Counterparty Collateral Pool for such Existing Class relates after such division;

(iv) the New Securities shall have a principal amount and Price determined in accordance with Condition 15.5(a)(v) and (vi) 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 Class) and on terms that such New Securities shall have recourse only to the Class Collateral Pool attributable to such New Class, and shall issue such New Securities to the Security Holders of the Existing Securities outstanding immediately prior to such division becoming effective on the basis of one New Security for each security of the Existing Class (**Existing Security**) then held (and for this purpose any Collateralised Currency Security in respect of which a Defaulted Obligation has occurred and is continuing shall be treated as outstanding);

(v) the principal amount and Price of each Existing Security on such division shall be the Division Fraction of the Principal Amount and Price respectively of each Existing Security outstanding immediately prior to the division becoming effective (including any calculation made of the Price for that day in accordance with Condition 5); and

(vi) the principal amount and Price of each New Security on such division shall be the differences between the principal amount and Price (respectively) of each Existing Security outstanding immediately prior to the division becoming effective (including any calculation made of the Price for that day in accordance with Condition 5) and the principal amount and Price of each Existing Security as determined in accordance with Condition 15.5(iii).

15.6 For the purposes of this Condition 15, the Division Fraction in relation to an Existing Security of any class is the aggregate of the Volumes of each Corresponding Currency Transaction with each Corresponding Currency Transaction Counterparty in respect of such class after such divisions **divided by** the aggregate Volumes of each Corresponding Currency Transaction with Corresponding Currency Transaction Counterparty in respect of such class immediately before such division.

16 ISSUER'S ABILITY TO PURCHASE COLLATERALISED CURRENCY SECURITIES

There is no restriction on the ability of the Issuer or any of its Affiliates to purchase or repurchase Collateralised Currency Securities.

17 LISTING

The Issuer covenants in the Trust Instrument to use its best endeavours to obtain and, so long as any of the Collateralised Currency Securities remain outstanding, maintain a Listing for the Collateralised Currency 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 Collateralised Currency Securities on such other stock exchange as it may (with the prior written approval of the Trustee) decide.

18 WAIVER, AUTHORISATION AND DETERMINATION; MEETINGS OF SECURITY HOLDERS

18.1 Subject to Condition 18.2, 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 the Trust Instrument or any Security Deed, 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 in contravention of any express direction given as provided in Condition 7.2 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.

18.2 Security Holders in respect of any class or classes of Collateralised Currency Securities have power by Extraordinary Resolution to instruct the Trustee to, *inter alia*, (i) sanction the release of the Issuer from the obligation to pay money payable pursuant to the Trust Instrument, (ii) sanction any modification, abrogation or compromise of, or arrangement in respect of, their rights against the Issuer, (iii) assent to any modification or abrogation of the covenants or provisions contained in the Trust Instrument proposed or agreed to by the Issuer and (iv) sanction other matters as provided therein. The Trust Instrument contains provisions relating to the convening of meetings by the Issuer or the Trustee and provides that, except in the case of an adjourned meeting, at least fourteen calendar days' notice (exclusive of the day on which the notice is served or deemed to be served and of the day for which the notice is given) of every meeting, including any meeting which is being convened for the purpose of passing an Extraordinary Resolution, shall be given to the Security Holders of the relevant class or classes. In the case of a meeting adjourned through want of a quorum, other than one convened at the requisition of Security Holders, at least seven calendar days' notice (exclusive as aforesaid) should be given unless the day, time and place for the adjourned meeting is specified in the notice convening the original meeting.

19 EXERCISE OF DISCRETIONS

The Trustee may exercise its discretions under the Trust Instrument separately in respect of each class of Collateralised Currency Securities, and any Further Securities in issue from time to time, and shall incur no liability to any person for so doing.

20 PRESCRIPTION

The Trust Instrument does not provide for any prescription periods.

21 REMOVAL, RETIREMENT OR REPLACEMENT OF TRUSTEE

21.1 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.

21.2 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.

22 GOVERNING LAW AND JURISDICTION

22.1 The Conditions, the Collateralised Currency Securities and the Trust Instrument are governed by the laws of Jersey. Each Security Deed is governed by the laws of England and Wales.

22.2 The Issuer irrevocably agrees for the benefit of the Trustee and the Security Holders that the courts of Jersey are to have jurisdiction to settle any disputes which may arise out of or in connection with the Conditions and the Collateralised Currency Securities and that accordingly any suit, action or proceedings arising out of or in connection with the Conditions and the Collateralised Currency Securities (together referred to as **Proceedings**) may be brought in the courts of Jersey. The Issuer irrevocably and unconditionally waives and agrees not to raise any objection which it may have now or subsequently to the laying of the venue of any Proceedings in the courts of Jersey and any claim that any Proceedings have been brought in an inconvenient forum and further irrevocably and unconditionally agrees that a judgment in any Proceedings brought in the courts of Jersey shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction. Nothing in this Condition shall limit any right to take Proceedings against the Issuer in any other court of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction, whether concurrently or not.

23 TRUSTEE'S LIABILITY

Save in the case of fraud, wilful misconduct or gross negligence, the Trustee (or any director, officer or employee of the Trustee) and any Security Trustee (or any director, officer or employee of such Security Trustee) shall have no liability under the Trust Instrument or the Security Deed for a breach of trust and save in such circumstances, no Trustee (and no director, officer or employee of the Trustee) and no Security Trustee (and no director, officer or employee of the Security Trustee) in execution of the trusts and powers under the Trust Instrument or the Security Deed, 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, wilful misconduct, gross negligence or default of another director, officer or employee or trustee.

24 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, subject to Condition 26.2, be notified through an RIS announcement, and unless otherwise agreed by the Trustee shall not take effect until:

(a) in the case of an amendment made pursuant to Condition 25.2(b), at least 10 calendar days following any such notification and at least 30 calendar days following notification by the Issuer of the identity of the proposed transferee or new Currency Transaction Counterparty by RIS announcement;

(b) in any other case at least 30 calendar days following such notification.

25 AMENDMENTS TO DOCUMENTS

25.1 Pursuant to the Trust Instrument and subject to Conditions 6.13 and 25.2, 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 that amendment is at the election of a Currency Transaction Counterparty to amend the terms of a Facility Agreement, ISDA Master Agreement or Global Master Repurchase Agreement to substantially conform that Facility Agreement, ISDA Master Agreement or Global Master Repurchase Agreement to another Facility Agreement, ISDA Master Agreement or Global Master Repurchase Agreement entered into between the Issuer and another Currency Transaction Counterparty and by the creation or closing of Currency Transactions or the entering into of Repos.

25.2 The Issuer may, without prejudice to Condition 25.4, by supplemental agreement or supplemental instrument or deed, as applicable, amend these Conditions, the Trust Instrument, any Security Deed or amend or novate any of the Trustee Consent Documents (in respect of Conditions (a), (b), (e) and (f) below without the consent of the Trustee), if one or more of the following applies:

(a) if the amendment is to substitute for any person providing credit support (howsoever described) for the obligations of a Currency Transaction Counterparty under a Facility Agreement, ISDA Master Agreement or Global Master Repurchase Agreement another person having an Acceptable Credit Rating;

(b) if the amendment or novation is (A) to effect the transfer of any Facility Agreement, ISDA Master Agreement or Global Master Repurchase Agreement, or any or any part of any Currency Transaction or Repo (or any position constituting any or any part of such Currency Transaction or Repo) to any Currency Transaction Counterparty or other person (the **transferee**) or to make amendments consequent upon such transfer or (B) to effect the appointment of a new Currency Transaction Counterparty (a **new CTC**), provided that (where such transferee is not a Currency Transaction Counterparty immediately prior to such amendment and novation):

  (i) the transferee or new CTC, as the case may be, has an Acceptable Credit Rating;

  (ii) such amendment or novation would not affect the Price or Principal Amount of any Collateralised Currency Securities;

  (iii) such amendment or novation would not reduce the number of Pricing Days in respect of any class of Collateralised Currency Securities;

  (iv) a Security Deed is executed and delivered in respect of the Issuer's rights (after the exercise of set-off or close out netting rights of such transferee or new CTC as the case may be) under any ISDA Master Agreement or Global Master Repurchase Agreement which the Issuer enters into with such transferee or new CTC, as the case may be, and over any account which is either:

    (aa) a Relevant Issuer Account established and maintained by the Issuer in respect of its dealings with such transferee or new CTC, as the case may be; or

    (bb) an account of such transferee or new CTC, as the case may be, established and maintained by it in respect of its dealings with the Issuer in connection with Collateralised Currency Securities with a view to providing security to the Issuer in respect of such transferee's or, as the case may be, new CTC's obligations under such novated or amended documents;

(c) 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;

(d) in the opinion of the Trustee, the amendment is of a formal, minor or technical nature or to correct a manifest or proven error;

(e) the amendment is to substitute a different currency index for one or more of the Currency Indices and consequential changes provided that:

  (i) corresponding adjustments have been agreed with each of the Currency Transaction Counterparties which have Currency Transactions outstanding that refer to the relevant Currency Index or Currency Indices;

  (ii) the adjustments so agreed have the consequence that at the time of the substitution of the index there is no change to the aggregate Price of the Collateralised Currency Securities of that class or classes which are the subject of the substitution; and

  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;

(f) the Issuer or the Trustee determines in its discretion that the amendment would affect the holders of different classes of Collateralised Currency Securities differently and the terms of the amendment are authorised by separate Extraordinary Resolutions of the holders of each class of Collateralised Currency Security affected passed in accordance with the Trust Instrument;

(g) Condition 25.2(f) above does 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;

(h) the terms of the amendment are necessary or desirable in the opinion of the Issuer and the Trustee to comply with any statutory, taxation or other requirement of law (including as modified or applied in any respect to the Collateralised Currency Securities) or any Listing Rules or to rectify any inconsistency, technical defect, manifest error or ambiguity in the terms of the Trust Instrument or such Conditions, Security Deed or Trustee Consent Document;

(i) such amendment relates to the terms of an Eligible Collateral Agreement; or

(j) such amendment relates to an Additional Closing Fee or Additional Redemption Fee (including but not limited to an amendment to the definitions of those terms or the basis on which Additional Closing Fees or Additional Redemption Fees may be incurred or become payable in respect of CNY Securities and CNY Transactions, as applicable),

Provided that the Trustee shall not (unless it otherwise agrees) be required to amend, or enter into any new document if it would affect its duties or liabilities or its own position.

25.3 In the case of an amendment (other than an amendment or novation made pursuant to Condition 25.2(b)) to a Facility Agreement, ISDA Master Agreement, Global Master Repurchase Agreement or an Authorised Participant Agreement, the amendment may not take effect for at least 30 calendar days (or five Pricing 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.

25.4 The restrictions imposed by Conditions 24 or 25 shall not apply to any amendment to the terms of a Facility Agreement, ISDA Master Agreement or Global Master Repurchase Agreement which, under the terms thereof, is automatic or at the election of the relevant Currency Transaction Counterparty in the circumstances described in Condition 25.1.

25.5 The Issuer shall notify all Security Holders of a proposed amendment as referred to in Condition 25.2(a) by publishing a notice on a RIS at least 30 calendar days prior to such amendment becoming effective.

25.6 Without prejudice to Condition 24(a), the Issuer shall notify all Security Holders of a proposed amendment or novation as referred to in Condition 25.2(b) by publishing a notice on a RIS at least 10 calendar days prior to such amendment or novation becoming effective.

25.7 The Issuer shall notify all Security Holders of a proposed amendment as referred to in Conditions 25.2(e) and 25.2(f) by publishing a notice on a RIS as soon as practicable after such amendment is proposed and in any event, upon such amendment becoming effective.

25.8 The Issuer shall give Security Holders at least 30 calendar days notice of a proposed amendment to the Eligible Collateral Agreement as referred to in Condition 25.2(i) or, if the Trustee consents on the basis that such amendment is not materially prejudicial to the interests of Security Holders, at least 5 calendars day notice.

25.9 No notice need be given of any amendment as referred to in Conditions 25.2 (c) or (h) or 25.4 unless the Trustee otherwise requires.

26 **NOTICES**

26.1 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.

26.2 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.

26.3 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 Collateralised Currency 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.

26.4 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.

26.5 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.

26.6 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 Foreign Exchange 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.

26.7 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.

27 **PAYMENT PROVISIONS**

27.1 All monies payable by the Issuer in respect of Collateralised Currency Securities shall be paid in the Relevant Currency in fully cleared and immediately available funds.

27.2 All monies payable by the Issuer on the Redemption of any Collateralised Currency Securities 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.

27.3 Where a day on which a payment would otherwise be due and payable is not a Relevant Business Day, such payment shall be due and payable by the payer on the next following Relevant Business Day.

PART 11

DESCRIPTION OF CURRENCY TRANSACTION COUNTERPARTIES

At the date of this Prospectus Morgan Stanley & Co. International plc (**MSIP**) is the sole Currency Transaction Counterparty.

Neither MSIP nor any other member of the Morgan Stanley Group has structured the Collateralised Currency Securities or provided any advice or information in respect of the Collateralised Currency Securities (subject to a limited exception for information provided by MSIP in relation to itself) nor accepts any responsibility in respect of this Prospectus or any other disclosure document or advertising materials in connection with the Collateralised Currency Securities.

Since the Collateralised Currency Securities are secured on assets which constitute obligations of five or fewer obligors, the Issuer is required under the Prospectus Regulation Rules to include in this Prospectus so far as it is aware or is able to ascertain from information published by MSIP, such information relating to MSIP as is required by the Prospectus Regulation. The Issuer has included the information in this Part 11 (*Description of Currency Transaction Counterparties*).

The information on MSIP in this Prospectus is based upon information made available to the Issuer by MSIP. The Issuer confirms that such information has been accurately reproduced and that as far as the Issuer is aware and is able to ascertain from information published by MSIP, no facts have been omitted which would render the reproduced information inaccurate or misleading. The Issuer has not made any independent verification of information contained in this Prospectus provided to it by MSIP, relating to MSIP or any other member of the Morgan Stanley Group.

MSIP is a public company incorporated with limited liability under the laws of England and Wales whose registered office is at 25 Cabot Square, Canary Wharf, London E14 4QA. The principal activity of MSIP is the provision of financial services to corporations, governments and financial institutions. MSIP is authorised by the U.K. Prudential Regulation Authority and regulated by the U.K. Financial Conduct Authority and the U.K. Prudential Regulation Authority.

Debt securities of MSIP are admitted to trading on the Luxembourg Stock Exchange and Euronext Paris (each considered a regulated market).

The arrangements entered into by MSIP with the Issuer in relation to the Currency Transactions do not preclude or restrict the ability of MSIP, MS&CO or any other member of the Morgan Stanley Group from entering into any contracts or entering into any transactions with the Issuer, any Authorised Participant or any other person in the ordinary course of its business or otherwise. In addition, members of the Morgan Stanley Group trade in currency markets and may do so whether or not such trading could have an adverse effect on the Price of the Collateralised Currency Securities.

PART 12

TAXATION

The summaries below are not intended to constitute a complete analysis of all tax consequences relating to the ownership of Collateralised Currency Securities. Prospective Security Holders should consult their own tax advisers concerning the consequences of their own particular situation.

The tax legislation of the investor's Member State and of the issuer's country of incorporation may have an impact on the income received.

1 UK Taxation

(a) General

The following paragraphs summarise certain limited aspects of the UK taxation treatment of holding Collateralised Currency 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 or who 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 Collateralised Currency 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 taxation purposes, 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 will arise insofar as this is within their control, but it cannot be guaranteed that the conditions necessary to prevent any such permanent establishment coming into being will at all times be satisfied.

(c) UK Withholding Tax

No payments made by the Issuer to Security Holders in respect of Collateralised Currency Securities are required to be made under deduction or withholding for or on account of UK tax for as long as the Collateralised Currency Securities continue to be admitted to trading on the Main Market of the London Stock Exchange and included in the UK Official List or are listed on another recognised stock exchange for UK tax purposes.

(d) UK 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 Collateralised Currency Securities on a basis reflecting the treatment in its statutory accounts, in accordance with generally accepted accounting practice. These profits, gains or losses (which will include any profits, gains or losses on a disposal or redemption of Collateralised Currency Securities) will be treated as income profits or losses for the purposes of a Security Holder's corporation tax computation.

(e) 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 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) provides an exemption for capital profits, gains or losses accruing to UK open-ended investment companies and authorised unit trust schemes (other than qualified investor schemes which do not meet the genuine diversity of ownership condition) 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. In addition, Part 2B of those 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 (other than a qualified investor scheme which does not meet the genuine diversity of ownership condition) in respect of Collateralised Currency Securities will be exempt from tax.

(f) UK 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 UK stamp duty nor SDRT will be payable on the issue or the subsequent transfer of, or agreement to transfer, Collateralised Currency Securities in Uncertificated Form.

In the case of Collateralised Currency 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 any property situated or to any matter or thing done or to be done in the UK, neither UK stamp duty nor SDRT will be payable on the issue or subsequent transfer of Collateralised Currency Securities.

The redemption of Collateralised Currency Securities will not give rise to UK stamp duty or SDRT.

(g) Organisation for Economic Co-operation and Development ("OECD") Common Reporting Standard and the Directive on Administrative Cooperation

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. As a result, the Issuer is required to comply with the CRS due diligence and reporting requirements, as adopted by Jersey. Reporting periods end on 31 December each year and the Issuer will be required to report the relevant information in respect of those periods to the Jersey Taxes Office by 30 June in the next year. Exchange of that information between the Jersey Taxes Office and partner jurisdictions must take place on or before 30 September in that next tax year.

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.

The Directive on Administrative Cooperation ("**DAC**") provides a similar regime for automatic exchange of information within the EU. The DAC and the CRS have together effectively replaced the EU Savings Taxation Directive, which was largely repealed with effect from 1 January 2016. The DAC and the CRS are generally broader in scope than the Directive but do not impose withholding taxes.

2 Jersey Taxation

(a) General

The following paragraphs summarise certain limited aspects of the Jersey taxation treatment of holding Collateralised Currency Securities. The statements are intended only as a general guide, and should be treated with appropriate caution. They are based on current Jersey law and practice, possibly with retrospective effect. A prospective investor should consult a tax adviser as to the tax consequences relating to its particular circumstances resulting from the purchase, holding, sale and redemption of the Collateralised Currency Securities and the receipt of payments thereon.

(b) Income Tax

The Issuer will be regarded as resident in Jersey under the Income Tax (Jersey) Law 1961 (as amended) (the Jersey Income Tax Law), but (being neither a financial services company, a specified utility company, a company in the cannabis industry, a large corporate retailer nor in the trade of importing into Jersey and/or supplying in Jersey hydrocarbon oil under the Jersey Income Tax Law at the date of this Prospectus) will be subject in Jersey to income tax at a rate of 0 per cent.

Security Holders (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 Collateralised Currency Securities. Redemption payments (other than to residents of Jersey) will not be subject to withholding for or on account of Jersey tax..

(c) Stamp Duty

Under current Jersey law, there are no death or estate duties, capital gains, gift, wealth, inheritance or capital transfer taxes. No stamp duty is levied in Jersey on the issue, transfer, acquisition, ownership, redemption, sale or other disposal of Collateralised Currency Securities.

In the event of the death of an individual sole holder of Collateralised Currency Securities, duty at rates of up to 0.75 per cent of the value of the Collateralised Currency 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 Collateralised Currency Securities held by the deceased individual sole holder thereof.

(d) Goods and services tax

The Issuer is an "international services entity" for the purposes of the Goods and Services Tax (Jersey) Law 2007 (the **GST Law**). Consequently, the Issuer is not required to:

(a) register as a taxable person pursuant to the GST Law;

(b) charge goods and services tax in Jersey in respect of any supply made by it; or

(c) (subject to limited exceptions that are not expected to apply to the Issuer) pay goods and services tax in Jersey in respect of any supply made to it.

(e) Intergovernmental Agreement between Jersey and the United States

The US Hiring Incentives to Restore Employment Act resulted in the introduction of legislation in the US known as the Foreign Account Tax Compliance Act ("FATCA"). Under FATCA a 30 per cent withholding tax may be imposed on payments of US source income and certain payments of proceeds from the sale of property that could give rise to US source income, unless the Issuer complies with requirements to report on an annual basis the identity of, and certain other information about, direct and indirect US holders of Collateralised Currency 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 Collateralised Currency 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 Collateralised Currency 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 Collateralised Currency Securities issued by the Issuer may be materially and adversely affected. In certain circumstances, the Issuer may compulsorily redeem some or all of the Collateralised Currency Securities held by one or more holders and/or may reduce the redemption proceeds payable to any holder of Collateralised Currency Securities.

(f) Organisation for Economic Co-operation and Development ("OECD") Common Reporting Standard and the Directive on Administrative Cooperation

Drawing extensively on the intergovernmental approach to implementing the United States Foreign Account Tax Compliance Act, the OECD developed the Common Reporting Standard ("CRS") to address the issue of offshore tax evasion on a global basis. Aimed at maximising efficiency and reducing cost for financial institutions, the CRS provides a common standard for due diligence, reporting and exchange of financial account information, Pursuant to the CRS, participating jurisdictions will obtain from reporting financial institutions, and automatically exchange with exchange partners on an annual basis, financial information with respect to all reportable accounts identified by financial institutions on the basis of common due diligence and reporting procedures.

Jersey has implemented the CRS by the Taxation (Implementation) (International Tax Compliance) (Common Reporting Standard) (Jersey) Regulations 2015. As a result, the Issuer is required to comply with the CRS due diligence and reporting requirements, as adopted by Jersey. Jersey has committed to a common implementation timetable which has seen the first exchange of information in 2017 in respect of accounts open at and from the end of 2015, with further countries committed to implement the new global standard.

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.

(g) Base Erosion and Profit Shifting

The law and any other rules or customary practice relating to tax, or its interpretation in relation to the Issuer, its assets and any investment of the Issuer may change during its life. In particular, both the level and basis of taxation may change. In particular, the outcome of the on-going global Base Erosion and Profit Shifting (BEPS) project could substantially affect the tax treatment of the Issuer. Additionally, the interpretation and application of tax rules and customary practice to the Issuer, its assets and investors by any taxation authority or court may differ from that anticipated by the Issuer. Both could significantly affect returns to investors.

3 Taxation in Ireland

(a) The following summary outlines certain aspects of Irish tax law and practice regarding the ownership and disposition of Collateralised Currency Securities and the receipt of interest thereon. This summary deals only with Collateralised Currency Securities held beneficially as capital assets and does not address special classes of Security Holders such as dealers in securities or those holding Collateralised Currency Securities as part of a trade. This summary is not exhaustive and Security Holders are advised to consult their own tax advisors with respect to the taxation consequences of their ownership or disposition. The comments are made on the assumption that the Issuer is not resident in Ireland for Irish tax purposes and does not carry on a trade in Ireland through a branch or agency or have any other connection with Ireland other than potentially listing of the Collateralised Securities on Euronext Dublin. The summary is based on current Irish taxation legislation and practice of the Irish Revenue Commissioners, both of which are subject to change potentially with retrospective effect.

(b) Irish Withholding Tax

Under Irish tax law there is no obligation on the Issuer to operate any withholding tax on a payment in respect of the Collateralised Currency Securities except where such payment has an Irish source. The payment is only likely to be considered to have an Irish source, if, for example, the payment constitutes yearly interest and such interest was paid out of funds maintained in Ireland or where the Collateralised Currency Securities were secured on Irish situated assets which it is understood will not be the case. The mere offering of the Collateralised Currency Securities to Irish investors or the listing of the Collateralised Currency Securities on Euronext Dublin will not cause such a payment to have an Irish source. In certain circumstances collection agents and other persons receiving interest on the Collateralised Currency Securities in Ireland on behalf of a Security Holder, will be obliged to operate a withholding tax.

(c) Taxation of income

Unless exempted, an Irish resident or ordinarily resident Security Holder and a non-resident Security Holder holding Collateralised Currency Securities through an Irish branch or agency will be liable to Irish tax on the amount of any interest or other income, including potentially any premium on redemption, received from the Issuer. Individual Security Holders would suffer income tax at rates of up to 40% and would also potentially be liable to Pay Related Social Insurance and the universal social charge. Corporate Security Holders would suffer corporation tax at 25% of the amount of interest received from the Issuer. Credit against Irish tax on the interest received may be available in respect of any foreign withholding tax deducted by the Issuer.

(d) Taxation of capital gains

Irish resident or ordinarily resident Security Holders and a non-resident Security Holder holding Collateralised Currency Securities through an Irish branch or agency would potentially be liable to Irish tax on capital gains on any gains arising on a disposal of Collateralised Currency Securities currently at a 33 per cent rate. Reliefs and allowances may be available in computing the Security Holder's liability.

(e) Stamp Duty

Transfers of Collateralised Currency Securities should not be subject to Irish stamp duty, provided the transfers do not relate to Irish land or buildings or securities of an Irish registered company

(f) Capital Acquisitions Tax

A gift or inheritance comprising of Collateralised Currency Securities will be within the charge to capital acquisitions tax if either (i) the disponer or the donee/successor in relation to the gift or inheritance is resident or ordinarily resident in Ireland (or, in certain circumstances, if the disponer is domiciled in Ireland irrespective of his residence or that of the donee/successor) or (ii) if the Collateralised Currency Securities are regarded as property situated in Ireland. The Collateralised Currency Securities could only be considered property situated in Ireland if the register of Collateralised Currency Security Holders was maintained in Ireland or, to the extent that certificates are issued in bearer form, the bearer certificates were located in Ireland. This tax is charged at a rate of 33% on gifts and inheritances above a certain threshold determined both by the relationship between the donor and the donee or successor and previous gifts and inheritances.

(g) Offshore Fund taxation

A holding of Collateralised Currency Securities could potentially be treated as a material interest in an offshore fund and subject to the more onerous tax provisions applicable to offshore funds. As recommended above Security Holders should obtain independent tax advice in relation to the tax implications of holding and disposing of Collateralised Currency Securities.

(h) Provision of Information

Security Holders should be aware that where any interest or other payment on Collateralised Currency Securities is paid to them by or through an Irish paying agent or collection agent then the relevant person may be required to supply the Irish Revenue Commissioners with details of the payment and certain details relating to the Security Holder. Where the Security Holder is not Irish resident, the details provided to the Irish Revenue Commissioners may, in certain cases, be passed by them to the tax authorities of the jurisdiction in which the Security Holder is resident for taxation purposes.

(i) Common Reporting Standard (CRS)

The goal of the CRS is to provide for the annual automatic exchange between governments of financial account information reported to them by local financial institutions relating to account holders tax resident in other participating countries to assist in the efficient collection of tax. The OECD, used FATCA concepts in developing the CRS and as such the CRS is broadly similar to FATCA requirements, albeit with numerous alterations. There are a significantly higher number of reportable persons due to the increased instances of potentially in-scope accounts and the inclusion of multiple jurisdictions to which accounts must be reported.

Regulations gave effect to the OECD's Standard for the Automatic Exchange of Financial Account Information in Tax Matters and Directive 2014/107/EU in Ireland from 1 January 2016.

To the extent that the Issuer is required to comply with the CRS due diligence and reporting requirements, Security Holders resident in Ireland may be required to provide additional information to the Issuer which may ultimately be shared by the Jersey tax authorities with their counterparts in Ireland.

PART 13

ADDITIONAL INFORMATION

1. Incorporation and Share Capital of Issuer

(a) The Issuer was incorporated as a public limited company in Jersey on 1 July 2009 under the Companies (Jersey) Law 1991 (as amended) (the **Law**). The Issuer operates under the Law and secondary legislation made thereunder. The Issuer is registered in Jersey under number 103518.

(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 held by HoldCo.

2. General

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 Company's auditors were previously KPMG Channel Islands Limited of 37 Esplanade, St Helier, Jersey, Channel Islands JE4 8WQ, who audited the Company's annual accounts in accordance with national law from 4 December 2015 to 3 December 2019. The annual report of the Issuer for the periods from 1 January 2021 to 31 December 2021 and from 1 January 2022 to 31 December 2022, as published by the Issuer through the Regulatory News Service of the London Stock Exchange on 29 April 2022 and 28 April 2023 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-2A942D42-5AA14008-9080-3C2DADB050A7 under the 'WisdomTree Jersey Issuer Tax Information' tab and at the registered office of the Issuer as set out under the heading "*Directors, Secretary and Advisers*". The financial statements of the Issuer are prepared in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board and applicable law. The annual audited accounts of the Issuer will be published within 4 months of year end, currently 31 December in each year. Half-yearly unaudited accounts will be published within 2 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-2A942D42-5AA14008-9080-3C2DADB050A7 under the 'WisdomTree Jersey Issuer Tax Information' tab.

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 2022.

The Issuer's financial statements will be presented in US Dollars. The value of any assets and liabilities denominated in currencies other than US Dollars are converted into US Dollars at rates quoted by independent sources. The Currency Transactions constitute an asset of the Issuer. For the purposes of the valuation of the Issuer's assets, the Currency Transactions are priced by reference to the relevant underlying MSFX^{SM} Index.

The Collateralised Currency Securities in issue constitute a liability of the Issuer. The actual contractual issue of Collateralised Currency Securities occurs at the Price calculated in accordance with the formula in this Prospectus (by reference to the relevant underlying MSFX^{SM} Index) so that any gains or losses on the liability represented by the Collateralised Currency Securities are matched by gains or losses attributable to the Currency Transactions.

For the purposes of the Issuer's financial statements, the Collateralised Currency Securities are valued at the current mid-market price that they are quoted at on a stock exchange as at the date of valuation. This results in a difference between the value of the Currency Transactions and the Collateralised Currency Securities in issue which shows as either a profit or a loss in the accounts. This profit or loss would be reversed on a subsequent redemption of the Collateralised Currency Securities and cancellation of the equivalent Currency Transactions.

The Issuer intends to publish annual financial statements each year and Final Terms as required by the Prospectus Regulation, the Prospectus Regulation Rules, the Transparency Directive, the Transparency Rules and the Listing Rules. Each Business Day the Issuer will publish Prices on its website as described under the heading *Pricing of Collateralised Currency Securities* in Part 4 (*Description of Collateralised Currency Securities*). Save as aforesaid the Issuer does not intend to provide post-issuance information.

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.

Collateralised Currency Securities are undated securities which have no specified maturity date and no expiry date.

The Currency Transactions, Facility Agreement, ISDA, Collateral and the Repo have characteristics that demonstrate capacity to produce funds to service any payments due and payable on the securities.

Application has been made to Euronext Dublin for all Collateralised Currency Securities in issue and to be issued during the period of 12 months from the date of this prospectus to be admitted to the Official List and trading on its regulated market. Admission to trading on Euronext Dublin is technical only and investors should be aware that there is no trading facility for the Collateralised Currency Securities there.

All Collateralised Currency Securities in issue at the date of this document have been admitted to the UK Official List and admitted to trading on the Main Market of the London Stock Exchange . Applications have been made to the FCA for all Collateralised Currency 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 Collateralised Currency Securities to be admitted to trading on the Main Market. Although all Collateralised Currency Securities in issue at the date of this document have been admitted to trading on the Main Market of the London Stock Exchange, there is not currently an active secondary market with respect to the Long EUR Currency Securities or Short EUR Currency Securities. Admission to the UK Official List and to trading on the Main Market of the London Stock Exchange are not offers made under the Prospectus Regulation,or admission to trading on a regulated market for the purposes of the Prospectus Regulation, as it applies in the European Union, but are such offers and admission to trading for the purposes of the UK Prospectus Regulation.

The Long USD Developed Market Currency Securities and the Short USD Developed Market Currency Securities have been admitted to trading on the London Stock Exchange since 12 November 2009, the Long GBP Currency Securities, Short GBP Currency Securities, CNY Securities have been admitted to trading on the London Stock Exchange since 21 June 2010, the Triple Leveraged Long GBP Currency Securities, Triple Leveraged Short GBP Currency Securities, Triple Leveraged Long USD Currency Securities and the Triple Leveraged Short USD Currency Securities (other than those providing exposure to CAD, CHF, NOK, NZD and SEK) have been admitted to trading on the London Stock Exchange since 9 November 2010.

The Long EUR Currency Securities and the Short EUR Currency Securities (other than those providing exposure to the AUD, CAD, NZD and USD Currency pairs) have been admitted to listing on the Regulated Market (General Standard) (*Regulierter Markt* [*General Standard*]) of the Frankfurt Stock Exchange (*Frankfurter Wertpapierbörse*) since 10 March 2010. The remaining Long EUR Currency Securities and Short EUR Currency Securities have been admitted to listing on the Regulated Market (General Standard) (*Regulierter Markt* [*General Standard*]) of the Frankfurt Stock Exchange (*Frankfurter Wertpapierbörse*) since 2 July 2010. Certain of the 5 Times Leveraged Long EUR Currency Securities (those providing exposure to AUD, JPY and USD) and 5 Times Leveraged Short EUR Currency Securities (those providing exposure to AUD, CHF, JPY and USD) have been admitted to listing on the Regulated Market (General Standard) (*Regulierter Markt [General Standard]*) of the Frankfurt Stock Exchange (*Frankfurter Wertpapierbörse*) since 25 September 2014.

The Triple Leveraged Long EUR Currency Securities and the Triple Leveraged Short EUR Currency Securities (other than those providing exposure to the NOK, NZD and SEK) have been admitted to listing on the Borsa Italiana since 10 February 2011 and certain of the 5 Times Leveraged Long EUR Currency Securities (those providing exposure to AUD, CAD, GBP, JPY and USD) and 5 Times Leveraged Short

EUR Currency Securities (those providing exposure to AUD, CAD, CHF, GBP, JPY and USD) have been admitted to listing on the Borsa Italiana since 25 September 2014.

WisdomTree Short CHF Long EUR 5x Daily class of Collateralised Currency Securities was admitted to trading on the Borsa Italiana and the Frankfurt Stock Exchange on 18 June 2015.

The Issuer reserves the right to make an application for certain other Collateralised Currency Securities to be admitted to listing on Euronext Dublin, the Main Market of the London Stock Exchange, the Regulated Market (General Standard) (Regulierter Markt [General Standard]) of the Frankfurt Stock Exchange (Frankfurter Wertpapierbörse), the Borsa Italiana and Euronext Amsterdam.

On 26 May 2015, certain classes of Collateralised Currency Securities were delisted from the Frankfurt Stock Exchange. The classes of Collateralised Currency Securities that were delisted from the Frankfurt Stock Exchange are as follows:

WisdomTree Long NZD Short EUR	Short SEK Long EUR
WisdomTree Short NZD Long EUR	WisdomTree Short AUD Long EUR
WisdomTree Short NOK Long EUR	WisdomTree Long GBP Short EUR
WisdomTree Short CAD Long EUR	WisdomTree Short GBP Long EUR

On 26 September 2019, certain classes of Collateralised Currency Securities were compulsory redeemed and consequentially were delisted from the Main Market of the London Stock Exchange, the Regulated Market (General Standard) (Regulierter Markt [General Standard]) of the Frankfurt Stock Exchange (Frankfurter Wertpapierbörse), the Borsa Italiana, and removed from the UK Official List. The classes of Collateralised Currency Securities that were compulsory redeemed are as follows:

WisdomTree Long AUD Short EUR 3x Daily (formerly ETFS 3x Long AUD Short EUR)
WisdomTree Long AUD Short GBP 3x Daily (formerly ETFS 3x Long AUD Short GBP)
WisdomTree Long AUD Short USD 3x Daily (formerly ETFS 3x Long AUD Short USD)
WisdomTree Long CAD Short EUR 3x Daily (formerly ETFS 3x Long CAD Short EUR)
WisdomTree Long JPY Short GBP 3x Daily (formerly ETFS 3x Long JPY Short GBP)
WisdomTree Short AUD Long EUR 3x Daily (formerly ETFS 3x Short AUD Long EUR)
WisdomTree Short AUD Long GBP 3x Daily (formerly ETFS 3x Short AUD Long GBP)
WisdomTree Short AUD Long USD 3x Daily (formerly ETFS 3x Short AUD Long USD)
WisdomTree Short CAD Long EUR 3x Daily (formerly ETFS 3x Short CAD Long EUR)
WisdomTree Short JPY Long GBP 3x Daily (formerly ETFS 3x Short JPY Long GBP)
WisdomTree Long AUD Short EUR 5x Daily (formerly ETFS 5x Long AUD Short EUR)
WisdomTree Long CAD Short EUR 5x Daily (formerly ETFS 5x Long CAD Short EUR)
WisdomTree Long CHF Short EUR 5x Daily (formerly ETFS 5x Long CHF Short EUR)
WisdomTree Long JPY Short EUR 5x Daily (formerly ETFS 5x Long JPY Short EUR)
WisdomTree Short AUD Long EUR 5x Daily (formerly ETFS 5x Short AUD Long EUR)
WisdomTree Short CAD Long EUR 5x Daily (formerly ETFS 5x Short CAD Long EUR)
WisdomTree Short CHF Long EUR 5x Daily (formerly ETFS 5x Short CHF Long EUR)
WisdomTree Short JPY Long EUR 5x Daily (formerly ETFS 5x Short JPY Long EUR)
WisdomTree Bearish EUR vs G10 Currency Basket Securities (formerly ETFS Bearish EUR vs G10 Currency Basket Securities)
WisdomTree Bearish GBP vs G10 Currency Basket Securities (formerly ETFS Bearish GBP vs G10 Currency Basket Securities)
WisdomTree Bearish USD vs Commodity Currency Basket Securities (formerly ETFS Bearish USD vs Commodity Currency Basket Securities)
WisdomTree Bearish USD vs G10 Currency Basket Securities (formerly ETFS Bearish USD vs G10 Currency Basket Securities)
WisdomTree Bullish EUR vs G10 Currency Basket Securities (formerly ETFS Bullish EUR vs G10 Currency Basket Securities)
WisdomTree Bullish GBP vs G10 Currency Basket Securities (formerly ETFS Bullish GBP vs G10 Currency Basket Securities)
WisdomTree Bullish USD vs Commodity Currency Basket Securities (formerly ETFS Bullish USD vs

Commodity Currency Basket Securities)
WisdomTree Bullish USD vs G10 Currency Basket Securities (formerly ETFS Bullish USD vs G10 Currency Basket Securities)
WisdomTree G10 vs USD Multi Strategy FX Basket Security (formerly ETFS G10 vs USD Multi Strategy FX Basket Security)
WisdomTree Long AUD Short GBP (formerly ETFS Long AUD Short GBP)
WisdomTree Long AUD Short USD (formerly ETFS Long AUD Short USD)
WisdomTree Long CAD Short EUR (formerly ETFS Long CAD Short EUR)
WisdomTree Long CAD Short GBP (formerly ETFS Long CAD Short GBP)
WisdomTree Long CAD Short USD (formerly ETFS Long CAD Short USD)
WisdomTree Long CHF Short USD (formerly ETFS Long CHF Short USD)
WisdomTree Long NOK Short GBP (formerly ETFS Long NOK Short GBP)
WisdomTree Long NOK Short USD (formerly ETFS Long NOK Short USD)
WisdomTree Long NZD Short EUR (formerly ETFS Long NZD Short EUR)
WisdomTree Long NZD Short GBP (formerly ETFS Long NZD Short GBP)
WisdomTree Long NZD Short USD (formerly ETFS Long NZD Short USD)
WisdomTree Long SEK Short GBP (formerly ETFS Long SEK Short GBP)
WisdomTree Long SEK Short USD (formerly ETFS Long SEK Short USD)
WisdomTree Short AUD Long GBP (formerly ETFS Short AUD Long GBP)
WisdomTree Short AUD Long USD (formerly ETFS Short AUD Long USD)
WisdomTree Short CAD Long EUR (formerly ETFS Short CAD Long EUR)
WisdomTree Short CAD Long GBP (formerly ETFS Short CAD Long GBP)
WisdomTree Short CAD Long USD (formerly ETFS Short CAD Long USD)
WisdomTree Short CHF Long USD (formerly ETFS Short CHF Long USD)
WisdomTree Short NOK Long GBP (formerly ETFS Short NOK Long GBP)
WisdomTree Short NOK Long USD (formerly ETFS Short NOK Long USD)
WisdomTree Short NZD Long EUR (formerly ETFS Short NZD Long EUR)
WisdomTree Short NZD Long GBP (formerly ETFS Short NZD Long GBP)
WisdomTree Short NZD Long USD (formerly ETFS Short NZD Long USD)
WisdomTree Short SEK Long GBP (formerly ETFS Short SEK Long GBP)
WisdomTree Short SEK Long USD (formerly ETFS Short SEK Long USD)

On 23 March 2020, certain classes of Collateralised Currency Securities were delisted from the London Stock Exchange. The classes of Collateralised Currency Securities that were delisted from the London Stock Exchange are as follows:

WisdomTree Long CNY Short USD
WisdomTree Long EUR Short USD
WisdomTree Long GBP Short USD
WisdomTree Long JPY Short USD
WisdomTree Short CNY Long USD
WisdomTree Short EUR Long USD
WisdomTree Short GBP Long USD
WisdomTree Short JPY Long USD

On 10 November 2023, certain classes of Collateralised Currency Securities were compulsory redeemed. The classes of Collateralised Currency Securities that were compulsory redeemed are as follows:

WisdomTree Long EUR Short USD 5x Daily
WisdomTree Short EUR Long USD 5x Daily
WisdomTree Long EUR Short GBP 5x Daily
WisdomTree Short EUR Long GBP 5x Daily
WisdomTree Long USD Short GBP 5x Daily
WisdomTree Short USD Long GBP 5x Daily

The Issuer reserves the right to apply for the re-listing of any class of Collateralised Currency Securities.

3. ISINs, LSE Codes and Principal Amounts of the Collateralised Currency Securities

221 classes of Collateralised Currency Securities are described in this Prospectus. The LSE Codes and Principal Amounts of the Collateralised Currency Securities will be as follows:

USD Developed Market Currency Securities	**ISIN**	**LSE Code**	**Principal Amount**
WisdomTree Long AUD Short USD	JE00B68GQH02	LAUD	US$1.00
WisdomTree Short AUD Long USD	JE00B68GQZ83	SAD	US$1.00
WisdomTree Long AUD Short USD 2x Daily	JE00B68GW947	LAU2	US$1.00
WisdomTree Short AUD Long USD 2x Daily	JE00B68GWC74	SAU2	US$1.00
WisdomTree Long AUD Short USD 3x Daily	JE00B3W2CR59	LAU3	US$1.00
WisdomTree Short CAD Long USD 3x Daily	JE00B3RQV973	SCA3	US$1.00
WisdomTree Long CAD Short USD 5x Daily	JE00BMM1WB95	LCA5	US$1.00
WisdomTree Short CAD Long USD 5x Daily	JE00BMM1WC03	SCA5	US$1.00
WisdomTree Long CHF Short USD	JE00B68GVR52	LCHF	US$1.00
WisdomTree Short CHF Long USD	JE00B68GVT76	SCHF	US$1.00
WisdomTree Long CHF Short USD 2x Daily	JE00B3MVVJ79	LCH2	US$1.00
WisdomTree Short CHF Long USD 2x Daily	JE00B3LXBM77	SCH2	US$1.00
WisdomTree Long CHF Short USD 3x Daily	JE00B3WDRZ18	LCH3	US$1.00
WisdomTree Short CHF Long USD 3x Daily	JE00B3X5LX22	SCH3	US$1.00
WisdomTree Long CHF Short USD 5x Daily	JE00BMM1WD10	LCH5	US$1.00
WisdomTree Short CHF Long USD 5x Daily	JE00BMM1WF34	SCH5	US$1.00
WisdomTree Long EUR Short USD	JE00B68GS416	LEUR	US$1.00

USD Developed Market Currency Securities	ISIN	LSE Code	Principal Amount
WisdomTree Short EUR Long USD	JE00B68GSM94	SEUR	US$1.00
WisdomTree Long EUR Short USD 2x Daily	JE00B3LY3N58	LEU2	US$1.00
WisdomTree Short EUR Long USD 2x Daily	JE00B3LXMG80	SEU2	US$1.00
WisdomTree Long EUR Short USD 3x Daily	JE00B3Y5F176	LEU3	US$1.00
WisdomTree Short EUR Long USD 3x Daily	JE00B3N9C970	SEU3	US$1.00
WisdomTree Long GBP Short USD	JE00B68GR111	LGBP	US$1.00
WisdomTree Short GBP Long USD	JE00B68GRJ90	SGBP	US$1.00
WisdomTree Long GBP Short USD 2x Daily	JE00B68GWV63	LGB2	US$1.00
WisdomTree Short GBP Long USD 2x Daily	JE00B68GWX87	SGB2	US$1.00
WisdomTree Long GBP Short USD 3x Daily	JE00B3SBFZ51	LGB3	US$1.00
WisdomTree Short GBP Long USD 3x Daily	JE00B3XJ8K03	SGB3	US$1.00
WisdomTree Long GBP Short USD 5x Daily	JE00BMM1WJ71	LGB5	US$1.00
WisdomTree Short GBP Long USD 5x Daily	JE00BMM1WR86	SGB5	US$1.00
WisdomTree Long JPY Short USD	JE00B68GSP26	LJPY	US$1.00
WisdomTree Short JPY Long USD	JE00B68GT596	SJPY	US$1.00
WisdomTree Long JPY Short USD 2x Daily	JE00B3LXMP71	LJP2	US$1.00
WisdomTree Short JPY Long USD 2x Daily	JE00B3N7FJ27	SJP2	US$1.00
WisdomTree Long JPY Short USD 3x Daily	JE00B3X9GJ56	LJP3	US$1.00
WisdomTree Short JPY Long USD 3x Daily	JE00B3WFMB84	SJP3	US$1.00
WisdomTree Long JPY Short USD 5x Daily	JE00BMM1WL93	LJP5	US$1.00
WisdomTree Short JPY Long USD 5x Daily	JE00BMM1WM0	SJP5	US$1.00
WisdomTree Long NOK Short USD	JE00B68GTQ08	LNOK	US$1.00
WisdomTree Short NOK Long USD	JE00B68GTS22	SNOK	US$1.00
WisdomTree Long NOK Short USD 2x Daily	JE00B3Q3CP29	LNO2	US$1.00
WisdomTree Short NOK Long USD 2x Daily	JE00B3Q3D598	SNO2	US$1.00
WisdomTree Long NOK Short USD 3x Daily	JE00B3TCDM07	LNO3	US$1.00
WisdomTree Short NOK Long USD 3x Daily	JE00B3RPQT93	SNO3	US$1.00
WisdomTree Long NOK Short USD 5x Daily	JE00BMM1WN18	LNO5	US$1.00
WisdomTree Short NOK Long USD 5x Daily	JE00BMM1WP32	SNO5	US$1.00
WisdomTree Long NZD Short USD	JE00B68GT711	LNZD	US$1.00
WisdomTree Short NZD Long USD	JE00B68GTN76	SNZD	US$1.00
WisdomTree Long NZD Short USD 2x Daily	JE00B3N7FM55	LNZ2	US$1.00
WisdomTree Short NZD Long USD 2x Daily	JE00B3N7G223	SNZ2	US$1.00

USD Developed Market Currency Securities **ISIN** **LSE Code** **Principal Amount**

WisdomTree Long NZD Short USD 3x Daily	JE00B3WL8R46	LNZ3 SNZ3	US$1.00
WisdomTree Short NZD Long USD 3x Daily	JE00B44CP933	LNZ5 SNZ5	US$1.00
WisdomTree Long NZD Short USD 5x Daily (	JE00BMM1WQ49	LSEK	US$1.00
WisdomTree Short NZD Long USD 5x Daily	JE00BMM1WR55	SSEK	US$1.00
WisdomTree Long SEK Short USD	JE00B68GV642	LSE2 SSE2	US$1.00
WisdomTree Short SEK Long USD	JE00B68GV865	LSE3 SSE3	US$1.00
WisdomTree Long SEK Short USD 2x Daily	JE00B3LXPJ27	LSE5	US$1.00
WisdomTree Short SEK Long USD 2x Daily	JE00B3Q3DN79	SSE5	US$1.00
WisdomTree Long SEK Short USD 3x Daily	JE00B3TWM901		US$1.00
WisdomTree Short SEK Long USD 3x Daily	JE00B3R57189		US$1.00
WisdomTree Long SEK Short USD 5x Daily	JE00BMM1WS62		US$1.00
WisdomTree Short SEK Long USD 5x Daily	JE00BMM1WT79		US$1.00

USD Emerging Market Currency Securities	**ISIN**	**LSE Code**	**Principal Amount**
WisdomTree Long BRL Short USD	JE00B6821S44	LBRL	US$1.00
WisdomTree Short BRL Long USD	JE00B6822702	SBRL	US$1.00
WisdomTree Long CNY Short USD	JE00B6822V48	LCNY	US$1.00
WisdomTree Short CNY Long USD	JE00B66M4S72	SCNY	US$1.00
WisdomTree Long CZK Short USD	JE00B6822819	LCZK	US$1.00
WisdomTree Short CZK Long USD	JE00B6822T26	SCZK	US$1.00
WisdomTree Long HUF Short USD	JE00B66M4T89	LHUF	US$1.00
WisdomTree Short HUF Long USD	JE00B66M5731	SHUF	US$1.00
WisdomTree Long ILS Short	JE00B66M5V76	LILS	US$1.00
WisdomTree Short ILS Long USD	JE00B66M6D69	SILS	US$1.00
WisdomTree Long MXN Short USD	JE00B66M6F83	LMXN	US$1.00
WisdomTree Short MXN Long USD	JE00B66M6V42	SMXN	US$1.00
WisdomTree Long SGD Short USD	JE00B66M6W58	LSGD	US$1.00
WisdomTree Short SGD Long USD	JE00B66M6Z89	SSGD	US$1.00
WisdomTree Long ZAR Short	JE00B66M7F58	LZAR	US$1.00
WisdomTree Short ZAR Long USD	JE00B66M7G65	SZAR	US$1.00

EUR Developed Market Currency Securities	**ISIN**	**LSE Code**	**Principal Amount**
WisdomTree Long AUD Short EUR	JE00B3XGSP64	EUAU	EUR 1.00
WisdomTree Short AUD Long EUR	JE00B3QSB726	AUEU	EUR 1.00
WisdomTree Long AUD Short EUR 3x Daily	JE00B3QYZH88	EAU3	EUR 1.00
WisdomTree Short AUD Long EUR 3x Daily	JE00B3RXT940	AUE3	EUR 1.00
WisdomTree Long AUD Short EUR 5x Daily	JE00BMM1WV91	EAU5	EUR 1.00

EUR Developed Market Currency Securities	**ISIN**	**LSE Code**	**Principal Amount**
WisdomTree Short AUD Long EUR 5x Daily	JE00BMM1WW0	AUE5	EUR 1.00
WisdomTree Long CAD Short EUR	JE00B3SX2K59	ECAD	EUR 1.00
WisdomTree Short CAD Long EUR	JE00B3WRF594	CADE	EUR 1.00

WisdomTree Long CAD Short EUR 3x Daily	JE00B3SDPZ16	ECA3	EUR 1.00
WisdomTree Short CAD Long EUR 3x Daily	JE00B44MN333	CAE3	EUR 1.00
WisdomTree Long CAD Short EUR 5x Daily	JE00BMM1WX16	ECA5	EUR 1.00
WisdomTree Short CAD Long EUR 5x Daily	JE00BMM1WY23	CAE5	EUR 1.00
WisdomTree Long CHF Short EUR	JE00B3MR2Q90	EUCH	EUR 1.00
WisdomTree Short CHF Long EUR	JE00B3L54023	CHEU	EUR 1.00
WisdomTree Long CHF Short EUR 2x Daily	JE00B6821738	EUC2	EUR 1.00
WisdomTree Short CHF Long EUR 2x Daily	JE00B6821P13	CHE2	EUR 1.00
WisdomTree Long CHF Short EUR 3x Daily	JE00B3XPTF07	ECH3	EUR 1.00
WisdomTree Short CHF Long EUR 3x Daily	JE00B3S71Q64	CHE3	EUR 1.00
WisdomTree Long CHF Short EUR 5x Daily	JE00BMM1WZ30	ECH5	EUR 1.00
WisdomTree Short CHF Long EUR 5x Daily	JE00BVZ6TJ17	CH5E	EUR 1.00
WisdomTree Long GBP Short EUR	JE00B3LXVB68	EUGB	EUR 1.00
WisdomTree Short GBP Long EUR	JE00B3MVPQ29	GBEU	EUR 1.00
WisdomTree Long GBP Short EUR 2x Daily	JE00B3MQDX05	EUG2	EUR 1.00
WisdomTree Short GBP Long EUR 2x Daily	JE00B3MRYD03	GBE2	EUR 1.00
WisdomTree Long GBP Short EUR 3x Daily	JE00B3R2DZ58	EGB3	EUR 1.00
WisdomTree Short GBP Long EUR 3x Daily	JE00B3RQ6R05	GBE3	EUR 1.00
WisdomTree Long GBP Short EUR 5x Daily	JE00BMM1X163	EGB5	EUR 1.00
WisdomTree Short GBP Long EUR 5x Daily	JE00BMM1X270	GBE5	EUR 1.00
WisdomTree Long JPY Short EUR	JE00B3MWC642	EUJP	EUR 1.00
WisdomTree Short JPY Long EUR	JE00B3KNMS14	JPEU	EUR 1.00
WisdomTree Long JPY Short EUR 2x Daily	JE00B3LX8K41	EUJ2	EUR 1.00
WisdomTree Short JPY Long EUR 2x Daily	JE00B3LX2353	JPE2	EUR 1.00
WisdomTree Long JPY Short EUR 3x Daily	JE00B3WDZY68	EJP3	EUR 1.00
WisdomTree Short JPY Long EUR 3x Daily	JE00B44CBN95	JPE3	EUR 1.00
WisdomTree Long JPY Short EUR 5x Daily	JE00BMM1X387	EJP5	EUR 1.00
WisdomTree Short JPY Long EUR 5x Daily	JE00BMM1X494	JPE5	EUR 1.00
WisdomTree Long NOK Short EUR	JE00B3MRDD32	EUNO	EUR 1.00
WisdomTree Short NOK Long EUR	JE00B3LGQQ51	NOEU	EUR 1.00
WisdomTree Long NOK Short EUR 2x Daily	JE00B3LJ5T02	EUN2	EUR 1.00
WisdomTree Short NOK Long EUR 2x Daily	JE00B3NX8H91	NOE2	EUR 1.00

EUR Developed Market Currency Securities	ISIN	LSE Code	Principal Amount
WisdomTree Long NOK Short EUR 3x Daily	JE00B3QFNJ91	ENO3	EUR 1.00
WisdomTree Short NOK Long EUR 3x Daily	JE00B3QK7691	NOE3	EUR 1.00
WisdomTree Long NOK Short EUR 5x Daily	JE00BMM1X502	ENO5	EUR 1.00
WisdomTree Short NOK Long EUR 5x Daily	JE00BMM1X619	NOE5	EUR 1.00
WisdomTree Long NZD Short EUR	JE00B3YQ2Z39	EUNZ	EUR 1.00
WisdomTree Short NZD Long EUR	JE00B3XFPZ25	NZEU	EUR 1.00
WisdomTree Long NZD Short EUR 3x Daily	JE00B3R9S840	ENZ3	EUR 1.00
WisdomTree Short NZD Long EUR 3x Daily	JE00B3YRLM60	NZE3	EUR 1.00
WisdomTree Long NZD Short EUR 5x Daily	JE00BMM1X726	ENZ5	EUR 1.00
WisdomTree Short NZD Long EUR 5x Daily	JE00BMM1X833	NZE5	EUR 1.00
WisdomTree Long SEK Short EUR	JE00B3MQG751	EUSE	EUR 1.00
WisdomTree Short SEK Long EUR	JE00B3NXB475	SEEU	EUR 1.00
WisdomTree Long SEK Short EUR 2x Daily	JE00B6820N24	EUS2	EUR 1.00
WisdomTree Short SEK Long EUR 2x Daily	JE00B6821621	SEE2	EUR 1.00
WisdomTree Long SEK Short EUR 3x Daily	JE00B43NGW71	ESE3	EUR 1.00
WisdomTree Short SEK Long EUR 3x Daily	JE00B3RPF705	SEE3	EUR 1.00
WisdomTree Long SEK Short EUR 5x Daily	JE00BMM1X940	ESE5	EUR 1.00
WisdomTree Short SEK Long EUR 5x Daily	JE00BMM1XB60	SEE5	EUR 1.00
WisdomTree Long USD Short EUR	JE00B3RNTN80	EUUS	EUR 1.00
WisdomTree Short USD Long EUR	JE00B3SBYQ91	USEU	EUR 1.00
WisdomTree Long USD Short EUR 3x Daily	JE00B3QQ4551	EUS3	EUR 1.00
WisdomTree Short USD Long EUR 3x Daily	JE00B3T3K772	USE3	EUR 1.00
WisdomTree Long USD Short EUR 5x Daily EUR)	JE00BMM1XC77	EUS5	EUR 1.00
WisdomTree Short USD Long EUR 5x Daily	JE00BMM1XD84	USE5	EUR 1.00

GBP Developed Market Currency Securities	ISIN	LSE Code	Principal Amount
WisdomTree Long AUD Short GBP	JE00B3S7BB10	GBAU	GBP 1.00
WisdomTree Short AUD Long GBP	JE00B3WMCJ71	AUGB	GBP 1.00
WisdomTree Long AUD Short GBP 3x Daily	JE00B3T7LF46	AUP3	GBP 1.00
WisdomTree Short AUD Long GBP 3x Daily	JE00B3WTNN91	SAP3	GBP 1.00
WisdomTree Long AUD Short GBP 5x Daily	JE00BMM1XF09	AUP5	GBP 1.00
WisdomTree Short AUD Long GBP 5x Daily	JE00BMM1XG16	SAP5	GBP 1.00
WisdomTree Long CAD Short GBP	JE00B3X07W84	GBCA	GBP 1.00
WisdomTree Short CAD Long GBP	JE00B3XY7H57	CAGB	GBP 1.00
WisdomTree Long CAD Short GBP 3x Daily	JE00B46C8F84	CAP3	GBP 1.00
WisdomTree Short CAD Long GBP 3x Daily	JE00B3S6X787	PCA3	GBP 1.00

GBP Developed Market Currency Securities	ISIN	LSE Code	Principal Amount
WisdomTree Long CAD Short GBP 5x Daily	JE00BMM1XH23	CAP5	GBP 1.00
WisdomTree Short CAD Long GBP 5x Daily	JE00BMM1XJ47	PCA5	GBP 1.00
WisdomTree Long CHF Short GBP	JE00B3SX3R93	GBCH	GBP 1.00
WisdomTree Short CHF Long GBP	JE00B3NKMM36	CHGB	GBP 1.00
WisdomTree Long CHF Short GBP 3x Daily	JE00B3RL9653	CHP3	GBP 1.00
WisdomTree Short CHF Long GBP 3x Daily	JE00B3SS5H85	PCH3	GBP 1.00
WisdomTree Long CHF Short GBP 5x Daily	JE00BMM1XK51	CHP5	GBP 1.00
WisdomTree Short CHF Long GBP 5x Daily	JE00BMM1XL68	PCH5	GBP 1.00
WisdomTree Long EUR Short GBP	JE00B3Y3SZ64	GBUR	GBP 1.00
WisdomTree Short EUR Long GBP	JE00B45CYD99	URGB	GBP 1.00
WisdomTree Long EUR Short GBP 3x Daily	JE00B3VJDN05	EUP3	GBP 1.00
WisdomTree Short EUR Long GBP 3x Daily	JE00B3W0MY68	SUP3	GBP 1.00
WisdomTree Long JPY Short GBP	JE00B3XR4V72	GBJP	GBP 1.00
WisdomTree Short JPY Long GBP	JE00B3QBQJ84	JPGB	GBP 1.00
WisdomTree Long JPY Short GBP 3x Daily	JE00B3TVGH32	JPP3	GBP 1.00
WisdomTree Short JPY Long GBP 3x Daily	JE00B3TG7R50	SYP3	GBP 1.00
WisdomTree Long JPY Short GBP 5x Daily	JE00BMM1XP07	JPP5	GBP 1.00
WisdomTree Short JPY Long GBP 5x Daily	JE00BMM1XQ14	SYP5	GBP 1.00
WisdomTree Long NOK Short GBP	JE00B3S5RB71	GBNO	GBP 1.00
WisdomTree Short NOK Long GBP	JE00B3XTW536	NOGB	GBP 1.00
WisdomTree Long NOK Short GBP 3x Daily	JE00B3STH537	NOP3	GBP 1.00
WisdomTree Short NOK Long GBP 3x Daily	JE00B3WVH998	SOP3	GBP 1.00
WisdomTree Long NOK Short GBP 5x Daily	JE00BMM1XR21	NOP5	GBP 1.00
WisdomTree Short NOK Long GBP 5x Daily	JE00BMM1X538	SOP5	GBP 1.00
WisdomTree Long NZD Short GBP	JE00B45W1502	GBNZ	GBP 1.00
WisdomTree Short NZD Long GBP	JE00B3YHSG97	NZGB	GBP 1.00
WisdomTree Long NZD Short GBP 3x Daily	JE00B3Y8FL60	NZP3	GBP 1.00
WisdomTree Short NZD Long GBP 3x Daily	JE00B3R0YV26	SNP3	GBP 1.00
WisdomTree Long NZD Short GBP 5x Daily	JE00BMM1XT45	NZP5	GBP 1.00
WisdomTree Short NZD Long GBP 5x Daily	JE00BMM1XV66	SNP5	GBP 1.00
WisdomTree Long SEK Short GBP	JE00B3RKWL80	GBSK	GBP 1.00
WisdomTree Short SEK Long GBP	JE00B3TK4N26	SKGB	GBP 1.00
WisdomTree Long SEK Short GBP 3x Daily	JE00B3R9Q240	Sep-03	GBP 1.00
WisdomTree Short SEK Long GBP 3x Daily	JE00B3SFT119	SKP3	GBP 1.00
WisdomTree Long SEK Short GBP 5x Daily	JE00BMM1XW73	Sep-05	GBP 1.00
WisdomTree Short SEK Long GBP 5x Daily	JE00BMM1XX80	SKP5	GBP 1.00
WisdomTree Long USD Short GBP	JE00B3WPFZ34	GBUS	GBP 1.00
WisdomTree Short USD Long GBP	JE00B438PT24	USGB	GBP 1.00
WisdomTree Long USD Short GBP 3x Daily	JE00B3WCLY57	USP3	GBP 1.00
WisdomTree Short USD Long GBP 3x Daily	JE00B43NB445	PUS3	GBP 1.00

As referred to in Part 4 (Description of the Collateralised Currency Securities) and Condition 15, the Issuer has the right under the Trust Instrument at any time to consolidate or divide all of the Collateralised Currency Securities of any class into Collateralised Currency Securities of the same class but with a proportionately larger or smaller Principal Amount and Price. Consolidated or divided Collateralised Currency 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 Collateralised Currency 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.

4. Documents Available for Inspection

For the duration of the Programme or so long as any Collateralised Currency Securities remain outstanding, copies of the following documents will be available for inspection during normal business hours on any weekday (Saturdays, Sundays and public holidays excepted) at the registered office of the Issuer in printed form:

(a) the Memorandum and Articles of Association of the Issuer;

(b) the Services Agreement;

(c) the form of Authorised Participant Agreements;

(d) the Trust Instrument; and

(e) each Security Deed;

The document listed at (a) above is available at the Issuer's website at under the ‘Regulatory Reports - WisdomTree Jersey Issuer Tax Information’ tab.

The documents listed at 4(b) to 4(e) are available at the Issuer’s Website at https://www.wisdomtree.eu/en-gb/resource-library/prospectus-and-regulatory-reports#tab-020C6C52-778F-4B7F-A4D5-D541C3EAABB3 under the ‘Prospectus - Jersey Issuers – Documents Available for Inspection’ tab.

No documents referred to in the above documents are themselves incorporated into this Prospectus and other than the published audit reports and audited accounts of the Issuer for the year ended 31 December 2021 and 31 December 2022, no other documents, including the contents of any websites or web pages referred to in this Prospectus, form part of this Prospectus for purposes of the Prospectus Regulation or the Prospectus Regulation Rules

5. 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 1998, as amended (the **CIF Law**) to enable it to undertake its functions in relation to Collateralised Currency 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 Collateralised Currency 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.

6. Selling Restrictions

The Collateralised Currency Securities are not subject to any restrictions on transferability. The following restrictions on offer and sales apply.

(a) European Union

In relation to each Member State of the European Economic Area which has implemented the Prospectus Regulation (each, a “**Relevant Member State**”), with effect from and including the date on which the Prospectus Regulation is implemented in that Relevant Member State (the “**Relevant Implementation Date**”) no offer of Collateralised Currency Securities may be made to the public in that Relevant Member State, except that, with effect from and including the Relevant Implementation Date, an offer of Collateralised Currency Securities may be made in that Relevant Member State:

(a) at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;

(b) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation); or

(c) at any time in any other circumstances falling within Article 1(4) of the Prospectus Regulation

provided that no such offer of Collateralised Currency Securities shall require the Issuer or any Authorised Participant to publish a prospectus pursuant to the Prospectus Regulation or supplement a base prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this paragraph, the expression an “**offer of Collateralised Currency Securities to the public**” in relation to any Collateralised Currency 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 Collateralised Currency Securities to be offered so as to enable an investor to decide to purchase or subscribe for Collateralised Currency Securities, as the same may be varied in that Relevant Member State by any measure implementing the Prospectus Regulation in that Relevant Member State and the expression “Prospectus Regulation” means Regulation (EU) 2017/1129 (and amendments thereto) and includes any relevant implementing measure in each Relevant Member State.

(b) United Kingdom

No offer of Collateralised Currency Securities may be made to the public in the United Kingdom, *save* that an offer of Collateralised Currency Securities may be made in the United Kingdom:

(a) at any time to any legal entity which is a qualified investor as defined in the UK Prospectus Regulation;

(b) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the UK Prospectus Regulation); or

(c) at any time in any other circumstances falling within Article 1(4) of the UK Prospectus Regulation,

provided that no such offer of Collateralised Currency Securities shall require the Issuer or any Authorised Participant to publish a prospectus pursuant to the UK Prospectus Regulation or supplement a base prospectus pursuant to Article 23 of the UK Prospectus Regulation.

For the purposes of this paragraph, the expression an "**offer of Collateralised Currency Securities to the** public" in relation to any Collateralised Currency Securities means the communication in any form and by any means of sufficient information on the terms of the offer and the Collateralised Currency Securities to be offered so as to enable an investor to decide to purchase or subscribe for Collateralised Currency Securities, as the same may be varied in the United Kingdom by any measure implementing the Prospectus Regulation in the United Kingdom and the expression "Prospectus Regulation" means Regulation (EU) 2017/1129 (and amendments thereto) as it applies in the United Kingdom pursuant to the European Union (Withdrawal) Act 2018 and the European Union (Withdrawal) Act 2020, and includes any relevant implementing measure in the United Kingdom.

In addition, no invitation or inducement to engage in investment activity (within the meaning of section 21 of FSMA) in connection with the issue or sale of any Collateralised Currency Securities may be communicated or caused to be communicated by any person except in circumstances in which section 21(1) of FSMA does not apply to the Issuer or any Affiliate of the Issuer.

(c) 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 Collateralised Currency Securities under the US Securities Act, so that the Issuer will not have an obligation to register as an investment company under the US Investment Company Act and related rules and to address certain ERISA, US 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 Collateralised Currency Securities to trade them.

Collateralised Currency Securities have not been and will not be registered under the US Securities Act or any other applicable law of the United States. Collateralised Currency 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 US 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. Collateralised Currency 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 both a "Qualified Purchaser" and a "Qualifying Institutional Buyer" each as defined in the Investment Company Act), the Issuer may redeem the Collateralised Currency Securities held by that Security Holder in accordance with the provisions of the Conditions under the heading *Compulsory Redemption for cause* (Condition 7.5).

The Collateralised Currency 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 Collateralised Currency Securities on behalf of, for the benefit of or with any assets of any such Plan or entity (any such Plan entity or person, a "Prohibited Benefit Plan Investor"). If the Issuer determines that any Security Holder is a Prohibited Benefit Plan Investor, the Issuer may redeem the Collateralised Currency Securities held by that Security Holder in accordance with the provisions of the Conditions under the heading *Compulsory Redemption by cause* (Condition 7.5).

Further restrictions on offers and sales of Currency and on the distribution of this Prospectus are set out under the heading *Authorised Participant Agreements* in Part 8 (*Summary of Transaction Documents*).

7. Issuer's ability to issue notes and make matched intercompany loans

Under Condition 14 of the Collateralised Currency Securities, it is expressly recognised that the Issuer may:

(a) issue unsecured limited recourse notes to ETFSL (or any Affiliate of the Issuer) and may redeem, amend, supplement, extend or replace such notes in accordance with the terms thereof; and

(b) make any loan to ETFSL (or any such Affiliate) of the proceeds of the issue of such notes under which the Issuer may, if it determines to do so, make advances to ETFSL (including by way of set- off of such proceeds).

The Issuer has determined that if it were to issue any such notes or make any such loan or advance, it would do so only on the basis that:

(a) the holder of the notes would have recourse only to assets of the Issuer other than the Secured Property;

(b) the notes would not be transferable or assignable without the prior written consent of the Issuer; and

(c) the principal amount and each payment of interest under the notes would be matched by the principal amount and each payment of interest under any such loan or advance, both in respect of the amount and of the date on which any such amount would become due and payable.

8. CONSENT TO USE OF PROSPECTUS BY FINANCIAL INTERMEDIARIES IN CERTAIN MEMBER STATES AND THE UNITED KINGDOM

The Issuer has consented to the use of this Prospectus, and has accepted responsibility for the content of this Prospectus, with respect to subsequent resale or final placement by way of public offer of the Collateralised Currency Securities by any financial intermediary in any of Austria, Belgium, Denmark, Finland, France, Germany, Ireland, Italy, Luxembourg, the Netherlands, Norway, Poland, Spain and Sweden by any financial intermediary which is an investment firm within the meaning of the Markets in Financial Instruments Directive, as amended ("**MiFID II**") and which is authorised in accordance with MiFID II in any member state. The Issuer has also consented to the use of this Prospectus in the United Kingdom, and has accepted responsibility for the content of this Prospectus, with respect to subsequent resale or final placement by way of public offer of the Collateralised Currency Securities in the United Kingdom by any financial intermediary which is an investment firm in the United Kingdom within the meaning of FSMA and which is authorised under Part 4A of FSMA. Each such consent applies to any such resale or final placement by way of public offer during the period of 12 months from the date of this Prospectus unless such consent is withdrawn prior to that date by notice published on the Issuer's website. In addition, the Issuer will disclose any additional information regarding any known financial intermediaries on its 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 Collateralised Currency 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 Collateralised Currency Securities.

In the event of a public offer in one or more Public Offer Jurisdictions, the Collateralised Currency 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.

9. 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 Collateralised Currency 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 antimony 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 Collateralised Currency 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 Collateralised Currency Securities; and/or

(ii) transfer personal data outside of the European Economic Area to countries or territories which do not offer the same level of protection for the rights and freedoms of investors as Jersey.

If such a disclosure or transfer of personal data is made, the Issuer will, where appropriate, ensure that contracts are in place to ensure that any third party service provider or agent to whom the personal data is disclosed or transferred is bound to provide an adequate level of protection in respect of such data.

Third parties supplying personal data

Persons who provide personal data relating to individuals other than themselves to the Issuer and/or its service providers are responsible for informing any such individual of the disclosure and use of such data as described above; and for drawing to the attention of such individuals the privacy notice referred to above.

GDPR representative

The Issuer has designated WisdomTree Ireland Limited as its representative in the EU pursuant to Article 27 of the General Data Protection Regulation and WisdomTree UK Limited as its representative in the UK pursuant to the Data Protection Act 2018.

ANNEX 1

FORM OF FINAL TERMS

Pro Forma Final Terms for an issue by WisdomTree Foreign Exchange Limited under the Programme for the Issue of Collateralised Currency Securities

This Form of Final Terms is used when Collateralised Currency Securities are to be admitted to trading on a regulated market other than in conjunction with an offer thereof to the public in one or more member states (for example to Authorised Participants)

FINAL TERMS

Dated 20[●]

WisdomTree Foreign Exchange Limited

(formerly ETFS Foreign Exchange Limited)

LEI: 213800X2UDCFSIYXXR28

(Incorporated and registered in Jersey under
the Companies (Jersey) Law 1991 (as amended) with registered number 103518)

(the ''Issuer'')

Programme for the Issue of Collateralised Currency Securities

Issue of
[number] [class] Collateralised Currency Securities
(the ''Collateralised Currency Securities'')

These Final Terms (as referred to in the base prospectus as supplemented from time to time (the ''**Prospectus**'') dated 13 November 2023 in relation to the above Programme) relates to the issue of the Collateralised Currency Securities referred to above. The Collateralised Currency Securities have the terms provided for in the Trust Instrument dated 5 November 2009 (as amended) between the Issuer and The Law Debenture Trust Corporation p.l.c. as Trustee constituting the Collateralised Currency Securities. Terms 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 Prospectus Regulation and 2) the filing with the FCA for the purposes of the UK Prospectus Regulation and the Prospectus Regulation Rules only. These Final Terms must be read in conjunction with the Prospectus and any supplement, which are published in accordance with Article 21 of Prospectus Regulation and Rule PRR3.2 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 Collateralised Currency Securities are as follows:

ISIN	[•]
Issue Date:	[•]
Class:	[•]
Creation Price:	[•]

Aggregate Number of Collateralised Currency Securities to which these Final Terms apply:	[•]
Estimated net proceeds of issue of the Collateralised Currency Securities to which these Final Terms apply:	[•]
Maximum number/amount of Collateralised Currency Securities that may be issued of the Class being issued pursuant to these Final Terms:	[•]
Exchange[s] on which Collateralised Currency Securities are admitted to trading:	[London Stock Exchange*] [Frankfurt Stock Exchange] [Borsa Italiana S.p.A] [Euronext Amsterdam] [Euronext Dublin] * Please note that admission to the UK Official List and to trading on the Main Market of the London Stock Exchange are not offers or admission to trading made under the Prospectus Regulation but are such offers and admission to trading for the purposes of the UK Prospectus Regulation.
The amount or any expenses or taxes specifically charged to the subscriber or purchaser	[•]

Annex – Form of Issue Specific Summary

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

ANNEX 2

FORM OF FINAL TERMS – PUBLIC OFFERS

Pro Forma Final Terms for an offer of WisdomTree Foreign Exchange Limited under the Programme for the Issue of Collateralised Currency Securities

This Form of Final Terms is used when Collateralised Currency Securities are being offered to the public in one or more member states

FINAL TERMS
Dated 20[●]

WISDOMTREE FOREIGN EXCHANGE LIMITED

(formerly ETFS Foreign Exchange Limited)
LEI: 213800X2UDCFSIYXXR28

(Incorporated and registered in Jersey under the Companies (Jersey) Law 1991 (as amended) with registered number 103518)

(the ''Issuer'')

Programme for the Issue of Collateralised Currency Securities

Issue of

[number] [class] Collateralised Currency Securities

(the ''Collateralised Currency Securities'')

These Final Terms (as referred to in the base prospectus as supplemented from time to time (the "**Prospectus**") dated 13 November 2023 in relation to the above Programme) relates to the issue of the Collateralised Currency Securities referred to above. The Collateralised Currency Securities have the terms provided for in the trust instrument dated 5 November 2009 (as amended) between the Issuer and The Law Debenture Trust Corporation p.l.c. as trustee constituting the Collateralised Currency 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 Collateralised Currency Securities are as follows:

These Final Terms have been prepared for the purpose of 1) filing with a competent authority (within the meaning of the Prospectus Regulation) for the purpose of Article 8(4) of the Prospectus Regulation and 2) filing with the FCA for the purposes of the UK Prospectus Regulation and the Prospectus Regulation Rules only. These Final Terms must be read in conjunction with the Prospectus and any supplement, which are published in accordance with Article 21 of Prospectus Regulation and Rule PRR3.2 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 Collateralised Currency Securities may be made by the Issuer or by [• with LEI [•]] other than pursuant to Article 1(4) of the Prospectus Regulation in [Austria, Belgium, Denmark, Finland, France, Germany, Ireland, Italy, Luxembourg, the Netherlands, Norway, Poland, Spain, and Sweden] [the United Kingdom(please note that such offers in the United Kingdom will not be offers made pursuant to the Prospectus Regulation but will be made pursuant to the UK Prospectus Regulation)] ("**Public Offer Jurisdictions**") during the period from [•] until [•] (the "**Offer Period**").

ISIN	[•]
Issue Date:	[•]
Class:	[•]
Creation Price:	[•]
Aggregate Number of Collateralised Currency Securities to which these Final Terms apply:	[•]
Estimated net proceeds of issue of the Collateralised Currency Securities to which these Final Terms apply:	[•]
Maximum number/amount of Collateralised Currency Securities that may be issued of the Class 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:	[•]
Currency of the securities issue	[•]

Terms and Conditions of the Offer

Offer Price:	[•]
Conditions to which the offer is subject:	[•]
The time period, including any possible amendments, during which the offer will be open and a description of the application process:	[•]
Details of the minimum and/or maximum amount of application:	[•]
Details of the method and time limits for paying up and delivering the Collateralised Currency 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:	[•]
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 places 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 Collateralised Currency Securities are admitted to trading	[London Stock Exchange*] [Frankfurt Stock Exchange] [Borsa Italiana S.p.A] [Euronext Amsterdam] [Euronext Dublin] * Please note that admission to the UK Official List and to trading on the Main Market of the London Stock Exchange are not offers or admission to trading made under the Prospectus Regulation but are such offers and admission to trading for the purposes of the UK Prospectus Regulation.

Annex – Form of Issue Specific Summary

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