

INDEX LICENSE AGREEMENT
Between
NEOS Investment Management LLC
And
BUENA VISTA US HIGH INCOME ETF FUNDO DE ÍNDICE NEOS U.S EQUITY HIGH
INCOME INDEX
Effective: August 28, 2023

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This Agreement (“**Agreement**”), dated as of August 28, 2023 (the “**Effective Date**”), is made by and between NEOS Investment Management LLC (“**NEOS**”), a limited liability company organized under the laws of Delaware, United States of America having an office at 13 Riverside Avenue, Westport, Connecticut 06880 USA, and the Buena Vista US High Income ETF Fundo de Índice Neos U.S Equity High Income Index, an ETF investment fund organized under the laws of Brazil, registered with the National Register of Legal Entities (CNPJ) under number 51.949.867/0001-29 (the “**Licensee**”), herein represented by its administrator, Vórtx Distribuidora de Títulos e Valores Mobiliários Ltda., a financial institution headquartered at Rua Gilberto Sabino, 215, 4th floor, Pinheiros, in the city of São Paulo, State of São Paulo, registered with CNPJ under number 22.610.500/ 0001-88, duly authorized by Brazilian Securities Commission (CVM) to carry out the activity of securities portfolio manager, pursuant to CVM Declaratory Act No. 14,820, of January 8, 2016 (the “**Administrator**”).

WHEREAS, NEOS compiles, calculates and maintains the indexes specified on Schedule A hereto (the “Licensed Indexes”), and NEOS owns rights in and to the Licensed Indexes, the proprietary data contained therein, and any goodwill associated therewith, proprietary rights and trade secrets, such rights being hereinafter collectively referred to as the (“Intellectual Property”) and

WHEREAS, NEOS uses in commerce and has trade name and/or trademark rights to certain designations defined in Schedule C and those designations identifying the indexes listed on Schedule A hereto (such rights being hereinafter individually and collectively referred to as the “NEOS Marks”) and

WHEREAS, NEOS and Licensee wish to enter into a new licensing arrangement by entering into this Agreement pursuant to the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, it is agreed as follows:

ARTICLE I – DEFINITIONS; INTERPRETATION

1. Definitions

The following words and phrases have the following meanings for purposes of this Agreement.

- 1.1 “Agreement” has the meaning set forth in the Recitals to this Agreement.
- 1.2 “Breaching Party” means a party who materially breaches this Agreement.
- 1.3 “Confidential Information” means (i) any documentation or other materials that are marked as “Confidential” by the providing party, (ii) information that is disclosed orally and is indicated as “Confidential” at the time of disclosure or ought reasonably to be considered confidential under the circumstances and (iii) the terms of this Agreement. Confidential Information as described in clause (i) of the preceding sentence shall not include (A) any information that is available to the public or to the receiving party hereunder from sources other than the providing party (provided that such source is not subject to a confidentiality agreement with regard to such information) or (B) any information that is independently developed by the receiving party without use of or reference to Confidential Information from the providing party.
- 1.4 “Control” means ownership of more than fifty percent (50%) of the voting securities.
- 1.5 “NEOS Marks” has the meaning set forth in the Recitals to this Agreement.

- 1.6 “Effective Date” has the meaning set forth in the preamble to this Agreement.
- 1.7 “Exclusively Licensed Indexes” has the meaning set forth in Schedule A to this Agreement.
- 1.8 “Exclusive Products” has the meaning set forth in Schedule C.
- 1.9 “Informational Materials” means, collectively, informational materials to be used in connection with the Products (including, when applicable, press releases, advertisements, brochures, flyers, handouts, web pages, and promotional and any other similar informational materials, and any documents or materials required to be filed with governmental or regulatory agencies) that in any way use or refer to NEOS, any of the Licensed Indexes or any of the NEOS Marks.
- 1.10 “Initial Term” means the initial contract period of time beginning on August 28, 2023 through August 28, 2028
- 1.11 “Intellectual Property” has the meaning set forth in the Recitals to this Agreement.
- 1.12 “License Fees” means the fees payable by Licensee to NEOS under this Agreement.
- 1.13 “Licensed Indexes” has the meaning set forth in the Recitals to this Agreement.
- 1.14 “Licensee” has the meaning set forth in the Recitals to this Agreement.
- 1.15 “Market Data” shall mean bids, asks and market prices, opening and closing range prices, high-low prices, settlement prices, estimated and actual contract volume and other information regarding Licensee’s market activity, including exchange for physical transactions (excluding the values (e.g., index symbol, close, net change, net % change, open, high, low, etc.) of the Licensed Indexes).
- 1.16 “Non-exclusively Licensed Indexes” has the meaning set forth in Schedule A to this Agreement.
- 1.17 “Non-breaching Party” has the meaning set forth in Article II, Section 4.1.
- 1.18 “Pending Products” means Products that are listed by Licensee when this Agreement is terminated.
- 1.19 “Per Contract Fees” has the meaning set forth in Schedule C.
- 1.20 “Products” means Exchange Traded Funds (ETF’s) listed and traded in Brazil.
- 1.21 “Proposed Index” means an index that Licensee may propose to NEOS to provide from time to time.

1.22 “Renewal Term(s)” means the period(s) of time after the Initial Term during which this agreement is in force.

1.23 “Target Launch Date” has the meaning set forth in Schedule A.

1.24 “Term” means the Initial Term and any Renewal Terms.

1.25 “Unlicensed User” means an exchange that uses one or more of the Exclusively Licensed Indexes or related NEOS Marks in connection with Products without the prior written consent of Licensee and NEOS.

2. Interpretation

2.1 The term “include” (in all its forms) means “include, without limitation” unless the context clearly states otherwise.

2.2 All references in this Agreement to Articles, Sections, Schedules and Attachments, unless otherwise expressed or indicated are to the Articles, Sections, Schedules and Attachments of this Agreement.

2.3 Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

2.4 Any headings preceding the text of the Articles and Sections of this Agreement and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.

2.5 Words importing the singular include the plural and vice versa.

2.6 All references to a number of days mean calendar days, unless expressly indicated otherwise.

2.7 All references to “reasonable efforts” shall include taking into account all relevant commercial and regulatory factors.

2.8 All references to “regulation” or “regulatory proceedings” shall include regulations or proceedings by self-regulatory organizations such as securities or futures exchanges.

ARTICLE II – TERMS AND CONDITIONS

1. Grant of License.

1.1 Subject to the terms and conditions of this Agreement, during the Term of this Agreement, NEOS hereby grants to Licensee a non-transferable sole and exclusive license on a Brazil only 24-hour basis to use and, with the prior written consent of NEOS or pursuant to Article II, Section 1.9, to sublicense the Exclusively Licensed

Indexes solely in connection with creating, listing, trading, clearing, marketing, and promoting the Products. NEOS shall not grant a license to any person in contravention of this Article II, Section 1.1.

- 1.2 Subject to the terms and conditions of this Agreement, during the Term of this Agreement , NEOS hereby grants to Licensee a non-transferable non-exclusive license on a Brazil only 24-hour basis to use the Non-exclusively Licensed Indexes solely in connection with creating, listing, trading, clearing, marketing, and promoting the Products; provided, however, NEOS reserves the right to terminate the foregoing license with respect to individual Non-exclusively Licensed Indexes upon written notice to Licensee if Licensee has not commenced trading a Product based on such Non-exclusive Index(es) by the applicable Target Launch Date identified in Schedule A.
- 1.3 Subject to the terms and conditions of this Agreement, during the Term of this Agreement , NEOS hereby grants to Licensee a non-transferable license to use and refer to and, with the prior written consent of NEOS or pursuant to Article II, Section 1.9, to sublicense the NEOS Marks in connection with Licensee's creating, listing, trading, clearing, marketing, and promoting the Products in order to indicate the source of the Licensed Indexes and as may otherwise be required by applicable laws, rules or regulations or under this Agreement .
- 1.4 Nothing contained in this Agreement constitutes a license to the Licensee to use any one or more of the Licensed Indexes other than in connection with the creating, listing, trading, clearing, marketing, and promoting the Products.
- 1.5 The Licensee acknowledges that the Licensed Indexes and the NEOS Marks are the exclusive property of NEOS and that NEOS has and retains all Intellectual Property and other proprietary rights therein. Except as otherwise specifically provided herein, NEOS reserves all rights to the Licensed Indexes and the NEOS Marks, and this Agreement shall not be construed to transfer to the Licensee any ownership right to, or equity interest in, the Licensed Indexes or the NEOS Marks, or in any Intellectual Property or other proprietary rights pertaining thereto.
- 1.6 The Licensee acknowledges that the Licensed Indexes and their compilation and composition, and any changes therein, are and will be in the complete control and sole discretion of NEOS.
- 1.7 Aside from the limitations set forth in the scope of the licenses granted herein and NEOS' limited approval rights provided below, there will be no restrictions placed on how Licensee structures Products or how Licensee offers Products for trading.
- 1.8 Subject only to Article II, Section 1.1, nothing contained in this Agreement shall restrict NEOS from licensing any one or more of the Licensed Indexes or the NEOS Marks to any other person or entity at any time.
- 1.9 Notwithstanding any other provision of this Agreement, NEOS grants Licensee the right to sublicense its rights with respect to the Exclusively Licensed Indexes and the NEOS Marks that designate such indexes to an affiliate in accordance with section 12.1 subject to such affiliate executing a Sublicense Agreement substantially in the form attached as Schedule E (a "Sublicense Agreement").

2. Term.

The Initial Term of this Agreement shall commence August 11, 2023 and continue through August 10, 2028. This Agreement shall automatically renew for successive annual renewal terms thereafter (“Renewal Terms”) unless either Party gives written notice of non-renewal to the other Party at least six (6) months prior to the end of the Initial Term or then-current Renewal Term, or this Agreement is otherwise terminated earlier as provided herein. Notwithstanding the Term, the Agreement shall be binding on the parties as of the Effective Date.

3. License Fees.

- 3.1 As consideration for the license granted herein, the Licensee shall pay to NEOS the License Fees as set forth on Schedule C hereto.
- 3.2 For the avoidance of doubt, the License Fees shall be deemed “Confidential Information” under this Agreement.

4. Termination.

- 4.1 If either party (“Breaching Party”) materially breaches this Agreement, then the other party (“Non-breaching Party”) may terminate this Agreement, effective thirty (30) days after written notice thereof to the other party (with reasonable specificity as to the nature of the breach and including a statement as to such party’s intent to terminate), unless the Breaching Party shall correct such breach within such 30-day period.
- 4.2 The Licensee or NEOS may terminate this Agreement with respect to any one or more specific Indexes (but not the Agreement in its entirety) upon ninety (90) days prior written notice to the other (or such lesser period of time as may be necessary pursuant to law, rule, regulation or court order) if (i) any legislation or regulation is finally adopted or any government interpretation is issued that prevents the Licensee from listing for trading, marketing or promoting such Product; (ii) any material litigation or material regulatory proceeding regarding a Product based on such a Licensed Index is commenced and such party reasonably believes that such litigation or regulatory proceeding is reasonably likely to have a material and adverse effect on the good name or reputation of such party. Licensee reserves the right to de-list any Product based on a Licensed Index at any time; provided, however, any such delisting shall not give rise to a termination right with respect to this Agreement.
- 4.3 The Licensee or NEOS may terminate this Agreement upon ninety (90) days prior written notice to NEOS or the Licensee, as applicable (or such lesser period of time as may be necessary pursuant to law, rule, regulation or court order) if (i) any legislation or regulation is finally adopted or any government interpretation is issued that in Licensee’s or NEOS’ reasonable judgment materially impairs Licensee’s or NEOS’ ability, as applicable, to use, license and provide the Licensed Indexes or the NEOS Marks under this Agreement; (ii) any litigation or proceeding is commenced which relates, directly or indirectly, to Licensee or NEOS, as applicable, using, licensing and providing the Licensed Indexes or the NEOS Marks under this Agreement, or any such litigation proceeding is threatened and Licensee or NEOS, as applicable, reasonably believes that such litigation or proceeding would be reasonably likely to have a material and adverse effect on the Licensed Indexes or the NEOS Marks, or on Licensee’s or NEOS’ ability, as applicable, to perform under this Agreement; or (iii) any material litigation or material regulatory proceeding regarding a Product based on an Index is commenced and Licensee or NEOS, as applicable, reasonably believes that such litigation or

regulatory proceeding is reasonably likely to have a material and adverse effect on the good name or reputation of Licensee or NEOS, as applicable.

- 4.4 Notwithstanding anything to the contrary herein, in the event that there shall occur any change in law (statutory law, case law or otherwise) relating to or affecting the liability of index providers to third parties, and NEOS thereafter ceases to engage in providing real-time data with respect to indexes or licensing real-time indexes as the basis of Products, NEOS shall have the right to terminate this Agreement upon ninety (90) days prior written notice to the Licensee.
- 4.5 Notwithstanding anything to the contrary herein, (i) NEOS shall have the right, upon ninety (90) days prior written notice to the Licensee, to cease compiling, calculating and publishing values of any one or more of the Licensed Indexes, and to terminate this Agreement with respect only to such Indexes, at any time that NEOS determines such Indexes no longer meet or will not be capable of meeting the criteria established by NEOS for maintaining such Indexes; and (ii) Licensee shall have the right, at any time (with or without cause), upon ninety (90) days prior written notice to the NEOS, to terminate this Agreement.

5. NEOS Obligations: Licensee's Obligations.

- 5.1 NEOS is not, and shall not be, obligated to engage in any way or to any extent in any marketing or promotional activities in connection with the Products or in making any representation or statement to investors or prospective investors in connection with the marketing or promotion of the Products by the Licensee. At the Licensee's request, NEOS will provide Licensee with all reasonable cooperation in connection with Licensee obtaining and maintaining regulatory approval for the Products.
- 5.2 Notwithstanding anything herein to the contrary, nothing in this Section 5 shall give the Licensee the right to exercise any judgment or require any changes with respect to NEOS' method of composing, calculating or determining the Licensed Indexes. Nothing in this Section 5 shall be deemed to modify the provisions of Section 9 of this Agreement.
- 5.3 Throughout the Term, the Licensee and any Affiliate exercising rights under this Agreement, shall maintain, as part of its rules, to be set forth in the terms of the Products and in Licensee's or such Affiliate's Rules or Regulations.
- 5.4 NEOS commits to causing the index calculation agent to (i) making available, free of charge, and via website, the complete methodology for calculating the Licensed Indexes, including, as applicable, its composition, the weights of each financial asset, the rebalancing criteria and frequency, and any other parameters necessary for its replication; (ii) using a calculation methodology that includes pre-established rules and objective criteria; (iii) ensuring that the rebalancing frequency of the Licensed Indexes does not hinder investors from replicating it; (iv) not to subject the Licensed Indexes to retroactive adjustments; and (v) ensuring that the performance of the Licensed Indexes are public, widely disclosed, and easily accessible via website.

6. Intellectual Property.

- 6.1 The Licensee agrees that the NEOS Marks and all Intellectual Property and other rights, registrations and entitlement thereto, together with all applications, registrations and filings with respect to any of the NEOS Marks and any renewals and extensions of any such applications, registration and filings, are and shall remain the sole and exclusive property of NEOS. The Licensee agrees to cooperate with NEOS in the maintenance of such rights and registrations and shall do such acts and execute such instruments as are reasonably necessary or

appropriate for such purpose. The Licensee acknowledges that each of the NEOS Marks is part of the business and goodwill of NEOS and agrees that it shall not, during the term of this Agreement or thereafter, contest the fact that the Licensee's rights in the NEOS under this Agreement (i) are limited solely to the use of the NEOS Marks in connection with the listing for trading, marketing, and/or promotion of the Products and disclosure about the Products under applicable law as provided in Article II, Sections 1.1—1.3, and (ii) shall cease upon termination of this Agreement, except as otherwise expressly provided herein. The Licensee recognizes the great value of the reputation and goodwill associated with the NEOS Marks and acknowledges that such goodwill associated with the NEOS Marks belongs exclusively to NEOS, and that NEOS is the owner of all right, title and interest in and to the NEOS Marks in connection with the Products. The Licensee further acknowledges that all rights in any translations, derivatives or modifications in the NEOS Marks which may be created by or for the Licensee shall be and shall remain the exclusive property of NEOS and said property shall be and shall remain a part of the Intellectual Property subject to the provisions and conditions of this Agreement. During the Term of this Agreement, Licensee shall not, either directly or indirectly, contest NEOS' exclusive ownership of any of the Intellectual Property.

- 6.2 NEOS consents to Licensee's use of the NEOS Mark in conjunction with the Licensee's own trademark(s). Such resulting mark shall be owned by NEOS, and shall be part of the Intellectual Property of NEOS and included in the NEOS Marks as defined herein. With respect to any such composite mark: (i) NEOS shall not register or apply for registration of such mark; (ii) NEOS shall not use such mark without Licensee's prior written consent, which shall not be unreasonably withheld; and (iii) after termination or expiration of this Agreement, NEOS shall disclaim ownership rights in Licensee's own trademark forming a part of such mark and shall assign to Licensee any rights in Licensee's own trademark forming a part of such mark and the goodwill associated therewith that NEOS might have acquired during the Term.
- 6.3 In the event that the Licensee learns of any infringement or imitation of any of the Licensed Indexes and/or any NEOS Mark, or of any use by any person of a trademark similar to any of the NEOS Marks, it shall promptly notify NEOS. NEOS shall take such action as it deems advisable for the protection of rights in and to the Licensed Indexes and the NEOS Marks and, if requested to do so by NEOS, the Licensee shall cooperate with NEOS in all respects, at NEOS' expense, including, without limitation, by being a plaintiff or co-plaintiff and, upon NEOS' reasonable request, by causing its officers to execute appropriate pleadings and other necessary documents. In no event, however, shall NEOS be required to take any action it deems inadvisable. The Licensee shall have no right to take any action which would materially affect any of the Licensed Indexes and/or any of the NEOS Marks without NEOS' prior written approval.
- 6.4 The Licensee shall use its best efforts to protect the goodwill and reputation of NEOS, the Licensed Indexes and the NEOS Marks in connection with its use of the Licensed Indexes and any of the NEOS Marks under this Agreement. The Licensee shall submit to NEOS, for NEOS' review and approval, and the Licensee shall not use until receiving NEOS' approval thereof in writing, all Informational Materials. NEOS' approval shall be required with respect to the use of and description of NEOS, any of the Licensed Indexes or any of the NEOS Marks. NEOS shall notify the Licensee of its approval or disapproval of any Informational Materials within 72 hours (excluding any day which is a Saturday or Sunday or a day on which the New York Stock Exchange is closed) following receipt thereof from the Licensee. Once Informational Materials have been approved by NEOS, subsequent Informational Materials which do not alter the use or description of NEOS, such Licensed Indexes or such NEOS Marks, as the case may be, need not be submitted for review and approval by NEOS.
- 6.5 The Licensee agrees that any proposed change in the use of the NEOS Marks shall be submitted to NEOS for, and shall be subject to, NEOS' prior written consent.
- 6.6 If at any time NEOS is of the opinion that the Licensee is not properly using the Intellectual Property in connection with the Products or Informational Materials, or that the standard of quality of any of the Products

or Informational Materials does not conform to the standards as set forth herein, NEOS shall give notice to the Licensee to that effect. Upon receipt of such notice, the Licensee shall forthwith correct the defects in the non-conforming Products or Informational Materials so that they comply with all required standards or cease (subject to regulatory requirements) the listing, marketing and promotion of the non-conforming Products or Informational Materials.

6.7 Except as otherwise expressly provided in Article II, Section 4, nothing set forth in this Agreement shall be interpreted as granting Licensee any right to calculate the values of any of the Licensed Indexes or any other NEOS index during or after this Agreement is terminated.

7. Proprietary Rights.

7.1 The Licensee expressly acknowledges and agrees that the Licensed Indexes are selected, compiled, coordinated, arranged and prepared by NEOS through the application of methods and standards of judgment used and developed through the expenditure of considerable work, time and money by NEOS. The Licensee also expressly acknowledges and agrees that the Licensed Indexes and the NEOS Marks are valuable assets of NEOS and the Licensee agrees that it will take reasonable measures to prevent any unauthorized use of the information provided to it concerning the selection, compilation, coordination, arrangement and preparation of the Licensed Indexes.

7.2 Each party shall treat as confidential and shall not disclose or transmit to any third party any Confidential Information.

7.3 Notwithstanding the foregoing, either party may reveal Confidential Information to any regulatory agency or court of competent jurisdiction if such information to be disclosed is (i) approved in writing by the providing party for disclosure or (ii) required by law, regulatory agency or court order to be disclosed by the receiving party, provided, if permitted by law, that prior written notice of such required disclosure is given to the providing party and provided further that the receiving party shall cooperate with the providing party to limit the extent of such disclosure. The provisions of Article II, Sections 7.3 and 7.4 shall survive termination or expiration of this Agreement for a period of five (5) years from disclosure by either party to the other of the last item of such Confidential Information.

8. Warranties: Disclaimers.

8.1 Each party represents and warrants to the other that it has the authority to enter into this Agreement according to its terms, and that its execution and delivery of this Agreement and its performance hereunder will not violate any agreement applicable to it or violate any applicable laws, rules or regulations. NEOS represents that it owns and has the right to license hereunder the Intellectual Property licensed hereunder. The Licensee represents and warrants to NEOS that the Products listed for trading, and the marketing and promotion thereof, by the Licensee will not violate any agreement applicable to the Licensee or violate any applicable laws, rules or regulations, including without limitation, securities, commodities, and banking laws.

8.2 The Licensee shall include the statement contained in Schedule D hereto in each contract designation application and in the terms and conditions of any Products (and upon request shall furnish copies thereof to NEOS), and the Licensee expressly agrees to be bound by the terms of the statement contained in Schedule D hereto (which terms are expressly incorporated herein by reference and made a part hereof). Any changes in the statement contained in Schedule D hereto must be approved in advance in writing by an authorized officer of NEOS.

- 8.3 Without limiting the disclaimers set forth in this Agreement (including in Schedule D hereto), in no event shall the cumulative liability of NEOS to the Licensee and its respective affiliates under or relating to this Agreement at any time exceed the aggregate amount of License Fees received by NEOS pursuant to this Agreement prior to such time.
- 8.4 Notwithstanding any other provision of this Agreement, in no event shall NEOS be liable to the Licensee and its affiliates for damages of any kind (whether monetary, special, indirect, exemplary, incidental, consequential or otherwise) in connection with any breach by NEOS of any of its covenants under this Agreement.
- 8.5 NEOS hereby represents and warrants to Licensee that (i) each Licensed Index represents a clear and unique investment objective, based upon a well-defined rule set; (ii) is not a related party to the Administrator and/or the Manager; (iii) it does not receive payments from potential issuers for their inclusion as components of the Licensed Indexes; and (iv) has the appropriate human and technological infrastructure to provide all the services described in this Agreement.

9. Indemnification.

- 9.1 The Licensee shall indemnify and hold harmless NEOS and its affiliates, and their respective officers, directors, members, employees and agents, against any and all judgments, damages, liabilities, costs and losses of any kind (including reasonable attorneys' and experts' fees) (collectively, "Losses") that arise out of or relate to (i) any breach by the Licensee of its representations and warranties or covenants under this Agreement, or (ii) any claim, action or proceeding that arises out of or relates to (x) this Agreement or (y) the Products (including, without limitation, spread trading, special quoting and pricing mechanisms); provided, however, that NEOS must promptly notify the Licensee in writing of any such claim, action or proceeding (but the failure to do so shall not relieve the Licensee of any liability hereunder except to the extent the Licensee has been materially prejudiced there from). The Licensee may elect, by written notice to NEOS within ten (10) days after receiving notice of such claim, action or proceeding from NEOS, to assume the defense thereof with counsel reasonably acceptable to NEOS. If the Licensee does not so elect to assume such defense or disputes its indemnity obligation with respect to such claim, action or proceeding, or if NEOS reasonably believes that there are conflicts of interest between NEOS and the Licensee or that additional defenses are available to NEOS with respect to such defense, then NEOS shall retain its own counsel to defend such claim, action or proceeding, at the Licensee's expense. The Licensee shall periodically reimburse NEOS for its expenses incurred under this Section 9. NEOS shall have the right, at its own expense, to participate in the defense of any claim, action or proceeding against which it is indemnified hereunder; provided, however, that NEOS shall have no right to control the defense, consent to judgment, or agree to settle any such claim, action or proceeding without the written consent of the Licensee unless NEOS waives its right to indemnity hereunder. The Licensee, in the defense of any such claim, action or proceeding, except with the written consent of NEOS, shall not consent to entry of any judgment or enter into any settlement which (i) does not include, as an unconditional term, the grant by the claimant to NEOS of a release of all liabilities in respect of such claims or (ii) otherwise adversely affects the rights of NEOS.
- 9.2 Notwithstanding Section 9.1, the Licensee shall not have any obligation to indemnify and hold harmless NEOS and its affiliates, and their respective officers, directors, members, employees and agents, to the extent that Losses arise out of or relate to (i) a breach by NEOS of its representations, warranties or covenants under this Agreement, (ii) the willful or reckless misconduct of any of NEOS' officers, directors, employees or agents acting within the scope of their authority, or (iii) miscalculations or errors in an Index

originated by NEOS (i.e., not including miscalculations or errors resulting from wrong information received by NEOS or from NEOS' lack of information).

- 9.3 The indemnification provisions set forth herein are solely for the benefit of NEOS and are not intended to, and do not, create any rights or causes of actions on behalf of any third party.

10. Suspension of Performance.

Notwithstanding anything herein to the contrary, neither NEOS nor the Licensee shall bear responsibility or liability to each other or to third parties for any Losses arising out of any delay in or interruptions of performance of their respective obligations under this Agreement due to any act of God, act of governmental authority, or act of public enemy, or due to war, the outbreak or escalation of hostilities, riot, fire, flood, civil commotion, insurrection, labor difficulty (including, without limitation, any strike, other work stoppage, or slow-down), severe or adverse weather conditions, power failure, communications line or other technological failure, or other similar cause beyond the reasonable control of the party so affected; provided, however, that nothing in this Section 10 shall affect the Licensee's obligations under Article II, Section 9. Upon the occurrence of any of such events, NEOS or the Licensee, as applicable, shall promptly notify the other party in order to clarify the nature of said events and the extent of potential delays or interruptions of performance of its respective obligations under this Agreement.

11. Injunctive Relief.

In the event of a material breach by a Breaching Party of provisions of this Agreement relating to the Confidential Information or Intellectual Property of the Non-breaching Party, the Breaching Party acknowledges and agrees that damages would be an inadequate remedy and that the Non-breaching Party shall be entitled to preliminary and permanent injunctive relief to preserve such confidentiality or limit improper disclosure of such Confidential Information or Intellectual Property, but nothing herein shall preclude the Non-breaching Party from pursuing any other action or remedy for any breach or threatened breach of this Agreement. All remedies under this Article II, Section 11 shall be cumulative.

12. Other Matters.

- 12.1 This Agreement is solely and exclusively between the parties hereto and, except to the extent otherwise expressly provided herein, shall not be assigned or transferred, nor shall any duty hereunder be delegated, by either party, without the prior written consent of the other party, and any attempt to so assign or transfer this Agreement or delegate any duty hereunder without such written consent shall be null and void; provided, however, that any affiliate which, directly or indirectly, Controls, is Controlled by or is under common Control with the Licensee may use the Licensed Indexes and the NEOS Marks in connection with the issuance, marketing and promotion of the Products, provided that such affiliate shall enter into a Sublicense Agreement with NEOS and Licensee and such affiliate shall be jointly and severally liable to NEOS hereunder;

and, provided, further, that Licensee may assign this Agreement in its entirety to an affiliate which it directly or indirectly Controls, is Controlled by or is under common Control; and provided, further, that NEOS may assign this Agreement in its entirety, without the consent of Licensee, in connection with a sale of all or substantially all the assets of NEOS or otherwise to a successor-in-interest to NEOS. This Agreement shall be valid and binding on the parties hereto and their successors and permitted assigns.

- 12.2 This Agreement, including the Schedules hereto (which are hereby expressly incorporated into and made a part of this Agreement), constitutes the entire agreement of the parties hereto with respect to its subject matter, and supersedes any and all previous agreements between the parties with respect to the subject matter of this Agreement. There are no oral or written collateral representations, agreements or understandings except as provided herein.

- 12.3 No waiver, modification or amendment of any of the terms and conditions hereof shall be valid or binding unless set forth in a written instrument signed by duly authorized officers of both parties. The delay or failure by any party to insist, in any one or more instances, upon strict performance of any of the terms or conditions of this Agreement or to exercise any right or privilege herein conferred shall not be construed as a waiver of any such term, condition, right or privilege, but the same shall continue in full force and effect.
- 12.4 No breach, default or threatened breach of this Agreement by either party shall relieve the other party of its obligations or liabilities under this Agreement with respect to the protection of the property or proprietary nature of any property which is the subject of this Agreement.
- 12.5 All notices and other communications under this Agreement shall be (i) in writing, (ii) delivered by hand (with receipt confirmed in writing), by registered or certified mail (return receipt requested), or by facsimile transmission (with receipt confirmed in writing), to the address or facsimile number set forth below or to such other address or facsimile number as either party shall specify by a written notice to the other, and (iii) deemed given upon receipt.

If to NEOS: NEOS Investment Management LLC
 13 Riverside Avenue
 Westport, Connecticut 06880 USA
 Attn: Garrett Paoella, Managing Partner
 Email: gpaoella@neosinvestments.com

With a copy to: NEOS Investment Management LLC
 13 Riverside Avenue
 Westport, Connecticut 06880 USA
 Attn: Robert Shea, Chief Operating Officer
 Email: rshea@neosinvestments.com

If to the Licensee: Buena Vista Capital
 SHN Quadra 01 Bloco A - Sala 1326
 Ed. Le Quartier
 CEP: 70701-010
 Attn: Renato Nobile, Partner
 Email: renato@buenavista.capital

With a copy to: Buena Vista Capital
SHN Quadra 01 Bloco A - Sala 1326
Ed. Le Quartier
CEP: 70701-010
Attn: Mario Buiatti, Partner
Email: mario@buenavista.capital

- 12.6 This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of New York USA without reference to or inclusion of the principles of choice of law or conflicts of law of that jurisdiction. It is the intent of the parties that the substantive law of the State of New York govern this Agreement and not the law of any other jurisdiction incorporated through choice of law or conflicts of law principles. Each party agrees that any legal action, proceeding, controversy or claim between the parties arising out of or relating to this Agreement may be brought and prosecuted only in the United States District Court for the Southern District of New York or in the Supreme Court of the State of New York in and for the First Judicial Department, and by execution of this Agreement each party hereto submits to the exclusive jurisdiction of such court and waives any objection it might have based upon improper venue or inconvenient forum. Each party hereby waives any right it may have to a jury trial in connection with any legal action, proceeding, controversy or claim between the parties arising out of or relating to this Agreement.
- 12.7 This Agreement (and any related agreement or arrangement between the parties hereto) is solely and exclusively for the benefit of the parties hereto and their respective successors, and nothing in this Agreement (or any related agreement or arrangement between the parties hereto), express or implied, is intended to or shall confer on any other person or entity (including, without limitation, any purchaser of any Products issued by the Licensee), any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement (or any such related agreement or arrangement between the parties hereto).
- 12.8 Article II, Section 4, Sections 7.3 (as provided therein), Sections 8.3 and 8.4, 9, 11 and 12 shall survive the expiration or termination of this Agreement.
- 12.9 The parties hereto are independent contractors. Nothing herein shall be construed to place the parties in the relationship of partners or joint venturers, and neither party shall acquire any power, other than as specifically and expressly provided in this Agreement, to bind the other in any manner whatsoever with respect to third parties.

*** Remainder of Page is Blank***


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

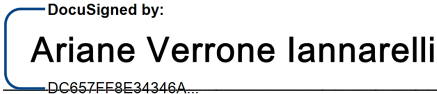
**For and on behalf of Buena Vista US High Income ETF
Fundo de Índice Neos
U.S Equity High Income Index**

NEOS Investment Management LLC

By: Vórtx Distribuidora de Títulos e Valores Mobiliários
Ltda., its administrator

By: 
Name: Lilian Palacios Mendonça
CPF: 052.718.287-78

By: 
Name: Garrett Paoella
Title: Co-Founder, Managing Partner

By: 
Name: Ariane Verrone Iannarelli
CPF: 405.325.768-96

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INDEX OF ATTACHMENTS

SCHEDULES:

- Schedule A Licensed Indexes
- Schedule B Licensed Marks
- Schedule C License Fees
- Schedule D Disclaimer
- Schedule E Draft Sublicense

SCHEDULE A. LICENSED INDEXES

1. The following Licensed Indexes are “Exclusively Licensed Indexes”:

1.1 NEOS U.S EQUITY HIGH INCOME INDEX

2. The following Licensed Indexes are “Non-exclusively Licensed Indexes”:

None

SCHEDULE B. NEOS MARKS

“NEOS Marks” shall mean the following trademarks:

1. SPYI
2. NEOS
3. NEOS Investment Management
4. NEOS Investments

SCHEDULE C. LICENSE FEES

Licensee shall pay License Fees in accordance with the following:

1. Exclusively Licensed Indexes

For each Product traded based on an Exclusively Licensed Index, (the “Exclusive Products”) Licensee will pay to NEOS, or a NEOS affiliate designated by NEOS, a License Fee as follows:

US\$18,000 annually.

2. Non-exclusively Licensed Indexes

To be determined

3. Payments

The License Fees payable pursuant to this Schedule C shall be payable at the beginning of each Term

4. Confidentiality

The terms hereof shall be deemed “Confidential Information” for purposes of this Agreement.

SCHEDULE D. DISCLAIMER

The [Products] are not sponsored, endorsed, sold or promoted by NEOS. NEOS makes no representation or warranty, express or implied, to the owners of the [Product(s)] or any member of the public regarding the advisability of trading in the Product(s). NEOS' only relationship to the Licensee is the licensing of certain trademarks and trade names of NEOS and of the NEOS U.S EQUITY HIGH INCOME INDEX which is determined, composed and calculated by NEOS without regard to [the Licensee] or the [Product(s)], NEOS has no obligation to take the needs of [the Licensee] or the owners of the [Product(s)] into consideration in determining, composing or calculating the NEOS U.S EQUITY HIGH INCOME INDEX. NEOS is not responsible for and has not participated in the determination of the timing of, prices at, or quantities of the [Product(s)] to be listed or in the determination or calculation of the equation by which the [Product(s)] are to be converted into cash. NEOS has no obligation or liability in connection with the administration, marketing or trading of the [Product(s)].

NEOS DOES NOT GUARANTEE THE ACCURACY AND/OR THE COMPLETENESS OF THE NEOS U.S EQUITY HIGH INCOME INDEX OR ANY DATA INCLUDED THEREIN AND NEOS SHALL HAVE NO LIABILITY FOR ANY ERRORS, OMISSIONS, OR INTERRUPTIONS THEREIN. NEOS MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE OBTAINED BY [THE LICENSEE], OWNERS OF THE [PRODUCT(S)], OR ANY OTHER PERSON OR ENTITY FROM THE USE OF THE NEOS U.S EQUITY HIGH INCOME INDEX OR ANY DATA INCLUDED THEREIN. NEOS MAKES NO EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO THE NEOS U.S EQUITY HIGH INCOME INDEX OR ANY DATA INCLUDED THEREIN, WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT SHALL NEOS HAVE ANY LIABILITY FOR ANY LOST PROFITS OR INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. THERE ARE NO THIRD PARTY BENEFICIARIES OF ANY AGREEMENTS OR ARRANGEMENTS BETWEEN NEOS AND [THE LICENSEE].

SCHEDULE E. SUBLICENSER

This Sublicense Agreement (the "Sublicense Agreement"), dated as of August 28, 2023, is made by and among _____ (the "Sublicensee"), NEOS Investment Management LLC. ("Licensor"), and _____ ("Licensee" or "Sublicensor").

WITNESSETH :

WHEREAS, pursuant to that certain License Agreement, dated as of August 28, 2023, by and between Licensor and Licensee ("License Agreement"), Licensor has granted Licensee a license to use certain copyright, trademark and proprietary rights and trade secrets of Licensor (as further described in the License Agreement, the "Intellectual Property") in connection with the issuance, sale, marketing and/or promotion of certain financial products (as further defined in the License Agreement, the "Products");

WHEREAS, Sublicensee wishes to issue, sell, market and/or promote the Products and to use and refer to the Intellectual Property in connection therewith; and

WHEREAS, all capitalized terms used herein shall have the meanings assigned to them in the License Agreement unless otherwise defined herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. License. Sublicensor hereby grants to Sublicensee a non-exclusive and non-transferable sublicense to use the Intellectual Property in connection with the issuance, distribution, marketing and/or promotion of the Products (as modified by Appendix A hereto, if applicable).

2. The Sublicensee acknowledges that it has received and read a copy of the License Agreement (excluding Section 3 and Schedule C) and agrees to be bound by all the provisions thereof, including, without limitation, those provisions imposing any obligations on the Licensee (including, without limitation, the indemnification obligations in Section 9 insofar as such obligations arise out of or relate to the Products to be sold, issued, marketed and/or promoted by the Sublicensee).

3. Sublicensee agrees that its obligations under the License Agreement pursuant to Section 2 of this Sublicense Agreement are as principal and shall be unaffected by any defense or claim that Licensee may have against Licensor.

4. This Sublicense Agreement shall be construed in accordance with the laws of the State of New York without reference to or inclusion of the principles of choice of law or conflicts of law of that jurisdiction. It is the intent of the parties that the substantive law of the State of New York govern this Agreement and not the law of any other jurisdiction incorporated through choice of law or conflicts of law principles. Each party agrees that any legal action, proceeding, controversy or claim between the parties arising out of or relating to this Agreement may be brought and prosecuted only in the United States District Court for the Southern District of New York or in the Supreme Court of the State of New York in and for the First Judicial Department, and by execution of this Agreement each party hereto submits to the exclusive jurisdiction of such court and waives any objection it might have based upon improper venue or inconvenient forum. Each party hereto hereby waives any right it may have in the future to a jury trial in connection with any legal action, proceeding controversy or claim between the parties arising out of or relating to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Sublicense Agreement as of the date first set forth above.

SUBLICENSEE

By: _____

Title: _____

LICENSEE

By: _____

Title: _____

NEOS Investment Management LLC

By: Garrett Paoella

Title: Co-Founder Managing Partner