

Model Contractual Clauses for Rule 22c-2

(x) Shareholder Information

x.1 **Agreement to Provide Information.** Intermediary agrees to provide the Fund, upon written request, the taxpayer identification number (“TIN”), if known, of any or all Shareholder(s) of the account and the amount, date, name or other identifier of any investment professional(s) associated with the Shareholder(s) or account (if known), and transaction type (purchase, redemption, transfer, or exchange) of every purchase, redemption, transfer, or exchange of Shares held through an account maintained by the Intermediary during the period covered by the request.

x.1.1 **Period Covered by Request.** Requests must set forth a specific period, not to exceed ___ [days/weeks/months] from the date of the request, for which transaction information is sought. The Fund may request transaction information older than ___ [days/weeks/months] from the date of the request as it deems necessary to investigate compliance with policies established by the Fund for the purpose of eliminating or reducing any dilution of the value of the outstanding shares issued by the Fund.

Those funds that decide to obtain daily feeds of transaction information on an ongoing basis may want to use the following language in lieu of the above:

Period Covered by Request. Unless otherwise directed by the Fund, Intermediary agrees to provide the information specified in x.1 for each trading day.

x.1.2 **Form and Timing of Response.** Intermediary agrees to transmit the requested information that is on its books and records to the Fund or its designee promptly, but in any event not later than ___ business days, after receipt of a request. If the requested information is not on the Intermediary’s books and records, Intermediary agrees to use reasonable efforts to: (i) promptly obtain and transmit the requested information; (ii) obtain assurances from the accountholder that the requested information will be provided directly to the Fund promptly; or (iii) if directed by the Fund, block further purchases of Fund Shares from such accountholder. In such instance, Intermediary agrees to inform the Fund whether it plans to perform (i), (ii) or (iii). Responses required by this paragraph must be communicated in writing and in a format mutually agreed upon by the parties. To the extent practicable, the format for any transaction information provided to the Fund should be consistent with the NSCC Standardized Data Reporting Format.

- x.1.3 **Limitations on Use of Information.** The Fund agrees not to use the information received for marketing or any other similar purpose without the prior written consent of the Intermediary.
- x.2 **Agreement to Restrict Trading.** Intermediary agrees to execute written instructions from the Fund to restrict or prohibit further purchases or exchanges of Shares by a Shareholder that has been identified by the Fund as having engaged in transactions of the Fund's Shares (directly or indirectly through the Intermediary's account) that violate policies established by the Fund for the purpose of eliminating or reducing any dilution of the value of the outstanding Shares issued by the Fund.
- x.2.1 **Form of Instructions.** Instructions must include the TIN, if known, and the specific restriction(s) to be executed. If the TIN is not known, the instructions must include an equivalent identifying number of the Shareholder(s) or account(s) or other agreed upon information to which the instruction relates.
- x.2.2 **Timing of Response.** Intermediary agrees to execute instructions as soon as reasonably practicable, but not later than five business days after receipt of the instructions by the Intermediary.
- x.2.3 **Confirmation by Intermediary.** Intermediary must provide written confirmation to the Fund that instructions have been executed. Intermediary agrees to provide confirmation as soon as reasonably practicable, but not later than ten business days after the instructions have been executed.
- x.3 **Definitions.** For purposes of this paragraph:
- x.3.1 The term "Fund" includes the fund's principal underwriter and transfer agent. The term does not include any "excepted funds" as defined in SEC Rule 22c-2(b) under the Investment Company Act of 1940.*
- x.3.2 The term "Shares" means the interests of Shareholders corresponding to the redeemable securities of record issued by the Fund under the Investment Company Act of 1940 that are held by the Intermediary.
- x.3.3 The term "Shareholder" means the beneficial owner of Shares, whether the Shares are held directly or by the Intermediary in nominee name.

Alternative for use with retirement plan recordkeepers:

* As defined in SEC Rule 22c-2(b), the term "excepted fund" means any: (1) money market fund; (2) fund that issues securities that are listed on a national exchange; and (3) fund that affirmatively permits short-term trading of its securities, if its prospectus clearly and prominently discloses that the fund permits short-term trading of its securities and that such trading may result in additional costs for the fund.

x.3.3 The term “Shareholder” means the Plan participant notwithstanding that the Plan may be deemed to be the beneficial owner of Shares.

Alternative for use with insurance companies:

x.3.3 The term “Shareholder” means the holder of interests in a variable annuity or variable life insurance contract issued by the Intermediary.

x.3.4 The term “written” includes electronic writings and facsimile transmissions.