



January 27, 2006

Rule 22c-2
Sample Contract Language
for
Retirement Plan Service Providers

(x) Shareholder Information

- x.1 **Agreement to Provide Information.** The Intermediary agrees to provide certain information to the Fund solely for the purpose of facilitating the Fund's compliance with Securities and Exchange Commission ("SEC") Rule 22c-2. The Intermediary agrees to provide the Fund, upon written request, the taxpayer identification number (if known) of all Shareholder(s) that purchased, redeemed, transferred or exchanged Shares through an account maintained by the Intermediary during the period covered by the request and the amount and dates of such shareholder purchases, redemptions, transfers and exchanges. The Fund acknowledges and agrees that the Intermediary will only provide such information (e.g., taxpayer identification numbers) to the Fund regarding a Shareholder that the Intermediary is permitted to provide without Shareholder consent under applicable laws, rules and regulations. If the Intermediary is required by law to obtain Shareholder consent in order to provide certain information to the Fund, the Intermediary will use reasonable efforts to obtain such consent.
- x.1.1 **Period Covered by Request.** Requests shall set forth the specific period for which transaction information is sought. However such period may not be earlier than [insert period] from the date of request. The Fund shall not request transaction information more frequently than [monthly/quarterly] except for Good Cause, If Good Cause exists, the Fund may request transaction information reasonably 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 and shall refrain from unduly costly or burdensome requests.
- x.1.2 **Form and Timing of Response.** The Intermediary agrees to transmit the requested information that is on its books and records to the Fund or its designee as soon as reasonably practicable after receipt of a request. If the accounts are sub-intermediary accounts and the requested information is not on the Intermediary's books and records, the Intermediary agrees to use reasonable efforts either to (i) promptly obtain and transmit the requested information from the holder of the sub-intermediary account,

(ii) obtain assurances from the holder of the sub-intermediary accounts that the requested information will be provided to the Fund promptly; or
(iii) block further purchases from such account holder to the Fund. In such instances, the Intermediary agrees to inform the Fund regarding which of the foregoing options it will follow. The requested information shall be communicated in accordance with standards that are mutually agreed upon by the parties.

x.1.3 **Limitations on Use of Information.** The Fund shall not use the information received from the Intermediary or sub-intermediary for any purpose other than to comply with SEC Rule 22c-2, and such other applicable laws, rules and regulations.

x.1.4 **Costs.** The Fund agrees to reimburse the Intermediary for reasonable costs associated with complying with extraordinary requests.

x.2 **Agreement to Restrict Trading.** The Intermediary agrees to take reasonable steps 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 market timing or other abusive trading 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 Taxpayer Identification Number ("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. The instructions also shall provide a brief written explanation specifying how the Shareholder's trading activity violated the Fund's market timing or other abusive trading policies that the Intermediary may provide to the Shareholder.

x.2.2 **Timing of Response.** The Intermediary agrees to use reasonable efforts to execute instructions within [insert number of days] business days after receipt of the instructions.

x.2.3 **Confirmation by Intermediary.** The Intermediary must provide written confirmation to the Fund that instructions have been executed. The Intermediary agrees to provide confirmation as soon as reasonably practicable.

x.2.4 **Fund Policies.** The Fund shall provide to the Intermediary upon request a brief written summary of the Fund's market timing or other abusive trading policies that the Intermediary may provide to Shareholders upon

request. The Fund shall promptly notify the Intermediary in writing whenever such policies change significantly.

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 1940.¹
- x.3.2 The term “Good Cause” shall mean situations where (i) the Intermediary has not agreed to enforce 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 (or a substantially similar policy deemed sufficient by the Fund to effectuate the purpose of such Fund established policies, or (ii) the Intermediary has agreed to enforce policies as described in subparagraph (i) but the account has experienced unusual levels or patterns of volatility that appear to be inconsistent with such policies.
- x.3.3 The term “Shares” means the interests of Shareholders corresponding to the securities of record issued by the Fund held by the Intermediary.
- x.3.4 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:

- x.3.4 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.3.4 The term “Shareholder” means the holder of interests in a variable annuity or variable life insurance contract issued by the Intermediary.

- x.3.5 The term “written” includes electronic writings and facsimile transmissions.

¹ 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.