

INVESTMENT ADVISER AGREEMENT

This Agreement is made as of this ___ day of _____, 2013 between _____ with its principal place of business at _____ (“Investment Adviser”), and the State of New Jersey, Department of the Treasury, Division of Investment located at 50 West State Street Trenton, New Jersey 08608 (the “Division”).

WHEREAS, on or about _____, 2013, the Division issued a Request for Proposals for Investment Advisers for International Developing Markets Equity and International Small Capitalization Equity (copies of the Request for Proposals and any amendments/addenda thereto are attached as **Exhibit A** and are collectively referred to herein as the “RFP”);

WHEREAS, Investment Adviser submitted a proposal acceptable to the Division to provide the investment advisory services requested by the RFP and through this proposal agreed to the requirements referenced in the RFP (the “Proposal,” a copy of which is attached hereto as **Exhibit B**); and

WHEREAS, the parties desire to enter into this Agreement to memorialize the non-discretionary investment advisory services that Investment Adviser will be providing to the Division and the terms and conditions under which such services will be provided; and

NOW THEREFORE, for good and valuable consideration the parties to this Agreement hereby agree as follows:

1. Appointment of Investment Adviser. The Division hereby appoints Investment Adviser to provide non-discretionary investment advice with respect to certain of the Division’s assets in an account established by the Division (the “Account”), in accordance with the RFP, the Proposal, and this Agreement. By execution of this Agreement, Investment Adviser hereby accepts this appointment as Investment Adviser and agrees to abide by the requirements set forth in the RFP.

2. Investment Parameters and DOI Directives. Investment Adviser shall strictly adhere to all applicable Investment Parameters and DOI Directives, as such terms are defined in the RFP, and other investment objectives and performance standards provided to Investment Adviser by the Division. Investment Adviser shall report to the Division monthly on compliance with the Investment Parameters and DOI Directives and report violations immediately.

3. Provision of Non-Discretionary Investment Advice.

(a) Investment Adviser will provide non-discretionary investment advice for the Account within all applicable Investment Parameters and in accordance with any DOI

Directives and paragraphs (b) and (c) below and will act in good faith and with due diligence.

(b) Investment Adviser shall obtain approval of trades from the Designated Division Liaison(s) (as hereinafter defined) before such trades are made. Each trading day, Investment Adviser shall provide electronically a summary of proposed trades to the Designated Division Liaison(s), including the name of any securities proposed to be bought or sold and the amount of securities proposed to be bought or sold. Upon receipt, the Designated Division Liaison(s) shall review the summary of proposed trades and shall notify Investment Adviser whether or not such proposed trades have been approved for execution. In the event that Investment Adviser's recommendation changes after a proposed trade has been approved by a Designated Division Liaison, Investment Adviser is not required to execute such trade; provided, however, that Investment Adviser shall notify the Division if it elects not to execute such trade. Specific timeframes for Investment Adviser provision of a summary of proposed trades and Division approval or rejection of proposed trades are set forth in Schedule 1 attached hereto, as amended from time to time by the parties. As used herein, "Designated Division Liaison(s)" shall be the individuals listed on **Exhibit C** hereto, as amended and/or supplemented in writing from time to time by the Division.

(c) At the end of each trading day, Investment Adviser shall provide electronically a summary of executed trades to the Designated Division Liaison(s), including name and amount of any securities bought or sold, and the price at which such purchases or sales occurred. Upon receipt, the Designated Division Liaison(s) shall review the summary of executed trades to confirm that such trades were pre-approved. In the event that the Investment Adviser places a trade without obtaining prior approval in accordance with paragraph (b) above, Investment Adviser, subject to the liability provisions described in Section 13, shall bear responsibility for any loss or execution costs resulting from reversing the trade.

4. Custodian. The Division shall notify Investment Adviser of the duly appointed custodian (the "Custodian") for the assets in the Account. Investment Adviser is authorized to give instructions to the Custodian with respect to all investment decisions made by the Division regarding the Account that are approved by the Division pursuant to Section 3(b), Section 10 or as otherwise directed by a Designated Division Liaison. Investment Adviser shall provide such assistance with respect to the Account as the Custodian may reasonably require, but shall not be responsible for any act, decision or other conduct of the Custodian nor shall Investment Adviser have responsibility with respect to transmittal or safekeeping of cash, securities or other assets in the Account.

5. Brokers. Investment Adviser shall conduct its trading practices in a manner consistent with the RFP and its fiduciary duties. Investment Adviser shall only select brokers pursuant to policies and procedures regarding broker-dealer selection approved by the Division. All changes to such policies and procedures will be required to be submitted by Investment Adviser to the Division for approval prior to implementation with respect to the Account. Investment Adviser shall disclose to the

Division any existing “soft dollar” arrangements with brokers prior to execution of this Agreement, and shall disclose to the Division any new “soft dollar” arrangements with brokers promptly after entering into such new arrangements.

6. Cross-Trades. Subject to the terms of Section 3(b) of this Agreement and consistent with applicable law, in executing investment decisions of the Division, Investment Adviser shall be permitted to effect cross-trades between or among client investment accounts in accordance with its policy as submitted to and approved by the Division. The Division may revoke this consent at any time effective immediately upon delivery of written notice to Investment Adviser.

7. Fees. The Division will pay Investment Adviser fees on a quarterly basis in the amounts set forth in **Exhibit D** hereto and in accordance with the New Jersey Prompt Payment Act, N.J.S.A. 52:32-32 et seq. If this Agreement is terminated prior to the end of any quarterly period, Investment Adviser’s compensation shall be calculated on a pro rata basis based on the number of calendar days prior to such termination; provided, however, that, in the event of a “for cause” termination under the RFP, Investment Adviser shall not be entitled to any payment of fees for services provided after the date of the action that forms the basis for such termination.

8. Reports. Investment Adviser shall provide the Division such reports and information as set forth in the RFP, as well as any additional reports and information that the Division may reasonably request.

9. Publicity. All publicity and/or public announcements pertaining to this engagement and the work to be performed during this engagement shall be approved by the Division prior to release; provided however, Investment Adviser may, without obtaining the approval of the Division: (i) identify the Division as a client when responding to requests for proposals; and (ii) include the Account’s performance in a composite performance presentation of similar accounts, provided that the performance of the Account is not individually disclosed.

10. Proxies; Legal Actions. Investment Adviser shall not vote securities in the Account in response to proxies solicited by the issuers of such securities. Investment Adviser will take no action with respect to legal actions (such as class action suits and bankruptcies) pertaining to assets in the Account. However, Investment Adviser will provide advice with respect to such proxies and legal actions as the Division may reasonably request. Investment Adviser will provide advice to Designated Division Liaison(s) by e-mail on the exercise of rights, options, warrants, conversion privileges, and redemption privileges, and the tender of securities pursuant to a tender offer (“corporate actions”) by no later than 1 p.m. prevailing U.S. Eastern Time three (3) Business Days prior to the response deadline or, if Investment Adviser has not received information about such action more than three (3) Business Days prior to the response deadline, as promptly as possible after Investment Adviser has received such information. The Designated Division Liaison(s) will review the recommendation(s) and inform Investment Adviser whether such corporate actions have been approved or rejected by no

later than 9 a.m. prevailing U.S. Eastern Time the next Business Day after receiving Investment Adviser's advice regarding the corporate action.

11. Affiliates. Investment Adviser may delegate any of its responsibilities under this Agreement to any of its affiliates, provided that Investment Adviser will provide prior written notice to the Division identifying the affiliate and the extent of such delegation, and provided further that Investment Adviser will be fully accountable for any acts or omissions of any affiliate pursuant to such delegation, as if such acts or omissions were its own. The Division shall not be responsible for any fees which any affiliate may charge to Investment Adviser in connection with such services.

12. Non-Exclusivity. The Division understands that Investment Adviser and its affiliates may furnish investment advice or investment management services to other accounts, and that Investment Adviser and its affiliates may give advice or take action for such other accounts or its own account that may be similar to or differ from advice given or action taken for the Account. With respect to the Account, Investment Adviser may cause securities transactions to be executed concurrently with or, as a result of the required approval process in Section 3(b) or Section 10, after transactions for other accounts for which Investment Adviser is providing advice or investment management services. In such instances, allocations of the securities or investments to be purchased or sold, as well as the expenses incurred in the transactions, will be made by Investment Adviser in a manner Investment Adviser considers equitable and consistent with its obligations to the Division and its other clients and as approved by the Division in accordance with Section 3(b) or Section 10 of this Agreement.

13. Liability of Investment Adviser. Investment Adviser will deal in good faith and with due diligence and will use reasonable skill and care in the performance of its duties under this Agreement. Investment Adviser shall not be liable for any error of judgment, mistake of law, or for any loss suffered by the Account in connection with Investment Adviser's discharge of its responsibilities under this Agreement, except for loss resulting from a breach of Investment Adviser's obligations with respect to the Account. Nothing contained in this Agreement shall constitute a waiver or limitation of rights that the Division may have under federal or state securities laws.

14. Term. The initial term of this Agreement shall be for three years. The term may be extended for up to three additional years, provided that each party executes a written extension prior to each additional year. This Agreement may be terminated by either party as set forth in the RFP. On the effective date of termination or as close to such date as is reasonably possible, Investment Adviser shall provide the Division with a final report on the Account containing the same information included in the monthly report required by the RFP. The Division shall bear (i) any transaction costs incurred by the Investment Adviser in liquidating the Account if requested to do so by the Division; and (ii) any losses to the Account realized in settling or concluding outstanding obligations of the Account.

15. Notices. Notices shall be delivered personally or mailed by overnight mail to the following addresses:

To Investment Adviser:

Attention:

With a copy at the same address to:

Attention: General Counsel

To the Division:

Director, Division of Investment
State of New Jersey, Department of the Treasury
50 West State Street, 9th Floor
Trenton, NJ 08625.

or such other name or address as may be given in writing to the other party.

16. Investment Advisers Act of 1940. Investment Adviser covenants that it is duly registered as an Investment Adviser with the Securities and Exchange Commission pursuant to the Investment Advisers Act of 1940, as amended (the "Adviser Act"). The Division hereby acknowledges that, not less than 48 hours before the date it has executed this Agreement, it received from Investment Adviser a copy of Part II of Investment Adviser's Form ADV. This Agreement shall not be assigned (as that term is used in the Advisers Act) by either party without the prior written consent of the other party.

17. Authority. Each of the parties to this Agreement hereby represents that it is duly authorized and empowered to execute, deliver and perform this Agreement and that such action does not conflict with or violate any provision of law, rule or regulation, contract, deed of trust or other instrument to which it is a party or to which it is subject and that this Agreement constitutes a valid and binding obligation enforceable in accordance with its terms.

18. Entire Agreement; Conflicts; Investment Management Agreement; Transfer of Assets; Amendments. This Agreement and the documents incorporated by reference herein constitute the entire agreement between the parties and supersede all previous communications or representations, either verbal or written, between the parties hereto with respect to the subject matter herein, excluding any Investment Parameters and DOI Directives provided to Investment Adviser prior to entry into this Agreement. In the event of a conflict between this Agreement, the RFP and the Proposal, the order of precedence from most controlling to least shall be the following: this Agreement; the RFP; and the Proposal. This Agreement may not be amended except by written agreement executed by authorized representatives of each party.

19. Venue; Governing Law. Any and all litigation arising from this Agreement or related thereto shall be brought in State court in the State of New Jersey, and this Agreement and such litigation shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey, without reference to conflict of laws principles.

20. Counterparts. The parties hereto agree that this Agreement may be executed in counterpart, each original signed page to become part of the original document.

Pursuant to an exemption from the Commodity Futures Trading Commission (the "Commission") in connection with accounts of qualified eligible persons, this Agreement is not required to be, and has not been, filed with the Commission. The Commission does not pass upon the merits of participating in a trading program or upon the adequacy or accuracy of commodity trading adviser disclosure. Consequently, the Commission has not reviewed or approved this Agreement.

IN WITNESS WHEREOF, authorized representatives of Investment Adviser and the Division have executed this Agreement to be effective the day and year first written above.

**State of New Jersey
Department of Treasury,
Division of Investment**

[Name of Investment Adviser]

By: _____
Name:
Title: Director
Date:

By: _____
Name:
Title:
Date:

Schedule I

Pre-Trade Approval

The following are the procedures to be followed in the pre-trade approval process. The process as defined here can be added to or modified by the parties as necessary with the approval of the Division.

Investment Adviser shall obtain approval of trades from the Designated Division Individual(s) (as hereinafter defined) before such trades are made.

- Each trading day, Investment Adviser shall provide electronically a summary of proposed trades to the following e-mail address:
EMTrade@ treas. State.nj.us
- The summary of proposed trades should be submitted by 11:00 AM Eastern Standard Time (EST). Additional summaries of proposed trades can be submitted. It is strongly preferred that the proposed trades be submitted in batches rather than individual trades, if possible.
- The file will have the following naming convention:
XXXXtradeYYYY-MM-DD-01

The XXXX is a DOI designation for the account. The last two numbers designate the number of the file sent on a day, i.e. if there is need for multiple submissions in one day the end number will change for identification (Each version is a stand-alone submission – NOT an add-on).

- The summary shall be submitted on an excel spreadsheet in the following format:

Column	Header
A	Portfolio
B	Security Name
C	Buy/Sell
D	SEDOL
E	ISIN
F	Bloom Ticker
G	Quantity
H	Price
I	Trade Date
J	Settlement Date
K	CCY
L	Country
M	Accept/Reject
N	Security Type
O	User Column
P	Comments

- In the event there is no trade advice for a particular day, an e-mail will be submitted by 3:00 pm EST noting no trade recommendations.
- In the event a previously approved trade is recommended not to be executed in whole or in part by the Investment Adviser, said adviser will notify the Division through e-mail or another agreeable ongoing electronic means. If the Division still wishes to execute the trade, the Investment Adviser will execute the trade as soon as reasonably practicable upon receiving the instruction from the Division.
- The format may be changed as necessary and practical to accommodate the needs of the Division and the Investment Advisers.
- Additional information may be requested by the Division.

Upon receipt, the Designated Division Individual(s) shall review the summary of proposed trades and shall notify Investment Adviser whether or not such proposed trades have been approved for execution.

- Approval will be done by e-mail in a summary format.
- The summary of approved trades should be returned to the Investment Adviser by close of business (4:30 pm EST) on the date received, or sooner if practical. Responses to trade requests submitted on those days when the Division is not open for business should be responded to on the next business day.
- The Division is normally not open for business on Saturday, Sunday, and designated State holidays or State declared closures.
- In no event will a lack of response constitute an approval.

Pre-Trade Approval – Currency Hedge Contracts

The following are the procedures to be followed in the pre-trade approval process for currency hedges. The process as defined here can be added to or modified from time to time by the parties as necessary with the approval of the Division.

Investment Adviser shall obtain approval of trades from the Designated Division Individual(s) (as hereinafter defined) before such trades are made where the Investment Adviser is recommending a currency hedge position. Pre-trade approval for spot currency transactions necessary to complete a trade for a previously approved equity position is implicit to the approved equity position trade.

- When a currency hedge is recommended, the Investment Adviser shall provide electronically a summary of proposed trade to the following e-mail address: EMTrade@treas.State.nj.us

- The file in the e-mail will have the following naming convention:
XXXhedgeYYYY-MM-DD-01

The XXXX is a DOI designation for the account. The last two numbers designate the number of the file sent on a day, i.e. if there is need for multiple submissions in one day the end number will change for identification (Each e-mail file is a stand-alone submission – NOT an add-on).

- The proposed trade will be submitted one hedge transaction per e-mail.
- The proposed trade can be submitted at any time; however, the ability of the Division to respond is dependent on the availability of personnel at the Division's office which keeps regular business hours of 8:30 to 4:30 EST.
- In the event a previously approved trade is recommended not to be executed in whole or in part by the Investment Adviser, said adviser will notify the Division through e-mail or another agreeable ongoing electronic means. If the Division still wishes to execute the trade, the Investment Adviser will execute the trade as soon as reasonably practicable upon receiving the instruction from the Division.

The proposed transaction shall be submitted either in a word or an excel file with all necessary information and rationale for supporting such a portfolio position.

- Additional information may be requested by the Division.
- Upon receipt, the Designated Division Individual(s) shall review the proposed trade and shall notify Investment Adviser whether or not such proposed trades have been approved for execution promptly.
- Responses to trade requests submitted on those days when the Division is not open for business should be responded to on the next business day.
- The Division is normally not open for business on Saturday, Sunday, and designated State holidays or State declared closures.
- Approval will be done by e-mail.
- In no event will a lack of response constitute an approval.

Daily Trade Blotter

The following are the procedures to be followed in the daily trade blotter submission process. The process as defined here can be added to or modified from time to time by the parties as necessary with the approval of the Division.

The daily trade blotter will be a summary of all purchases and sales that have been executed on that trade day for the benefit of the Division's account.

- At the end of each trading day, Investment Adviser shall provide electronically a summary of executed trades to the following e-mail address:

EMBlotter@ treas. State.nj.us

- The summary shall be submitted in the following format:

Column	Header
A	Portfolio
B	Security Name
C	Buy/Sell
D	SEDOL
E	ISIN
F	Bloom Ticker
G	Quantity
H	Price
I	Trade Date
J	Settlement Date
K	CCY
L	Country
M	BLOTTER
N	Security Type
O	User Column
P	Comments

- Upon receipt, the Designated Division Individual(s) shall review the summary of executed trades to confirm that such trades have been approved. If a discrepancy is found, the Division will notify the Investment Adviser promptly.