



Offshore Sweep Account Supplement to New Account Application and Agreement for Entities

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Goldman, Sachs & Co.
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A. Cash Sweep Supplement

This Cash Sweep Supplement supplements and is in addition to the terms of the New Account Agreement governing Client's prime brokerage Account. Unless otherwise defined in this Cash Sweep Supplement or the enclosed Cash Sweep Disclosures, terms used but not defined herein shall have the meaning ascribed to them in Client's New Account Agreement. In the event that any provision of this Cash Sweep Supplement conflicts or is inconsistent with any provision of the New Account Agreement, this Cash Sweep Supplement shall control for matters related to this Cash Sweep Supplement. As used throughout this Cash Sweep Supplement, the term "**Prime Broker**" refers to Goldman, Sachs & Co., in its role as provider of prime brokerage services to Client, the term "**Transfer Agent**" refers to RBC Investor Services Ireland Limited, in its role as transfer agent for the Sweep Funds (as defined herein) and the term "**GSAMGSL**" refers to Goldman Sachs Asset Management Global Services Limited, in its roles as shareholder servicing agent for the Sweep Funds.

The Prime Broker offers a cash sweep program, the terms of which are described in this Cash Sweep Supplement, through which the Prime Broker will, at the request of Client and if Client so chooses, automatically invest any free credit balances from Client's prime brokerage Account into one or more money market funds that the Prime Broker may now or in the future make available (the "**Program**" or "**Cash Sweep Program**"). If Client participates in the Program, then Client shall select from among the money market funds made available by the Prime Broker (each a, "**Sweep Fund**" and collectively, the "**Sweep Funds**") one (1) such Sweep Fund into which free credit balances in Client's Account will automatically be invested. Client will invest directly with the selected Sweep Fund, and as such, free credit balances swept into the Sweep Fund pursuant to the Program will no longer be maintained within Client's prime brokerage Account. For additional information see Cash Sweep Disclosures – SIPC Coverage. Free credit balances will automatically be invested daily in accordance with the Cash Sweep Program methodology as agreed by Client. Accordingly, Client hereby authorizes and directs the Prime Broker to make purchases and redemptions of shares of the Sweep Fund on behalf of Client as part of the Program.

The Prime Broker and its present and future affiliates and their respective partners, managing directors, officers, directors, employees and agents will have no liability to Client for lost income or otherwise, if the Prime Broker fails to automatically invest free credit balances or automatically redeem shares of a Sweep Fund on any day in connection with the cash sweep feature for Client's Account as described herein.

Credit balances that are needed to satisfy a settling transaction or that serve as collateral for a margin loan or short sale are not deemed to be "free credit balances" and are not available for the cash sweep feature. Client authorizes and directs the Prime Broker to automatically redeem shares of the Sweep Fund that are needed to (i) settle a transaction, (ii) serve as collateral for a margin loan or short sale, (iii) repay any debit balance incurred under the New Account Agreement, or (iv) satisfy any other obligation to the Prime Broker or otherwise with respect to the Account in an amount equal to the amount needed to satisfy any such obligation. Client also authorizes and directs the Prime Broker to elect, on Client's behalf, for dividends and other distributions to be reinvested in shares of such Sweep Fund pursuant to any available dividend reinvestment option. Client agrees that (i) the free credit balances invested by Client or on Client's behalf in connection with this cash sweep feature must meet the minimum balance, investment and/or other requirements that are established by the applicable Sweep Fund or the Prime Broker and are in effect at the time of investment; and (ii) in the event Client's Account ceases at any time to meet the requirements established by the applicable Sweep Fund or the Prime Broker for investment in a particular Sweep Fund or share class, Client hereby authorizes and directs the Prime Broker to automatically redeem any or all shares in the Sweep Fund or share class that are held in Client's Account in connection with the Program.

The Prime Broker may establish and/or change in its sole discretion upon thirty (30) days' prior notice (and subject to applicable law): (i) Client's eligibility to participate in the Program, (ii) the Sweep Funds, and the particular share class within those Sweep Funds, that will be available in connection with the Program for Client to select from; and (iii) investment and/or other requirements that will apply to the availability of different Sweep Funds and share classes for Client's Account.

Unless otherwise prohibited by law, the Prime Broker or its affiliates will receive transaction and other fees for providing services, including administration, distribution, and shareholder services in respect of the Sweep Funds and share classes used for the Program. No portion of any of these fees will reduce or offset the fees otherwise due by Client to the Prime Broker in connection with the Account, unless required by law.

GSAMGSL is obligated to rely on the instructions provided by Client's authorized persons, including the Prime Broker. Generally, GSAMGSL follows instructions in the order in which they are received. Client acknowledges that to the extent it places a subscription or redemption order for shares of the Sweep Fund directly with GSAMGSL, such instructions could conflict with completed, pending or future orders placed by its authorized persons, including the Prime Broker. GSAMGSL, the Transfer Agent, the Sweep Funds and their present and future affiliates and their respective partners, managing directors, officers, directors, employees and agents will have no liability to Client arising out of GSAMGSL following any instructions given by Client's authorized persons, including the Prime Broker.

If Client no longer wishes to participate in the Program, Client must contact its prime brokerage client services representative. The Prime Broker may, at its sole discretion, and without any prior notice, terminate Client's participation in the Program. If Client or the Prime Broker for any reason closes Client's prime brokerage Account, Client's participation in the Program shall be terminated. In the event that Client contacts GSAMGSL directly and requests a subscription or redemption from the Sweep Fund related to the Account, or if Client requests that redemption proceeds be wired to a third party institution, GSAMGSL will immediately notify the Prime Broker, and the Prime Broker has the right, but not the obligation, in its sole discretion, and without any prior notice, to terminate Client's participation in the Program.

Upon termination of the Program, the Prime Broker will immediately cease to automatically invest any free credit balances into the Sweep Fund and Client must place subscription or redemption orders for shares of the Sweep Fund directly with GSAMGSL, in accordance with the terms contained in the applicable Sweep Fund's prospectus.

B. Cash Sweep Disclosures

Available Sweep Funds

The Prime Broker offers the following Sweep Funds managed by Goldman Sachs Asset Management (“**GSAM**”) in the Cash Sweep Program:

Goldman Sachs US\$ Liquid Reserves Fund, a sub-fund of Goldman Sachs Funds, plc
Goldman Sachs US\$ Treasury Liquid Reserves Fund, a sub-fund of Goldman Sachs Funds, plc
Goldman Sachs US\$ Treasury Instruments Liquid Reserves Fund, a sub-fund of Goldman Sachs Funds, plc

If Client chooses to participate in the Program, then free credit balances in all eligible Accounts will be automatically swept into to any one of the above Sweep Funds designated by Client; provided that Client may select only one (1) money market fund into which Client’s free credit balances may be invested at any time.

Information about the Sweep Funds that are available for the Program, including their investment policies, risks, restrictions, charges, and expenses is contained in the prospectus that will be sent to Client. Please read the prospectus carefully and retain it for future reference. This does not constitute a solicitation offer, or recommendation to purchase any securities.

Under the Program, in the event that all debits and charges to Client’s prime brokerage Account are satisfied, immediately available funds in Client’s Account will be swept on each business day into the relevant Sweep Fund in accordance with both (i) the predefined account minimum balances and (ii) the minimum and maximum amounts of free credit balances, each as determined by Client. “Business days” are Monday through Friday and are generally any day that the New York Stock Exchange is open, except for days on which the Federal Reserve bank is closed for local holidays.

Eligibility

Only qualifying Accounts are eligible to participate in the Program. Please ask Client’s prime brokerage client services representative for additional details concerning eligibility in the Program.

SIPC Coverage

The Securities Investor Protection Corporation (“SIPC”) is a non-profit membership organization created by the Securities Investor Protection Act of 1970, and funded primarily by its member securities brokerage firms registered with the U.S. Securities and Exchange Commission. SIPC provides protection to clients of investment brokerage firms in the event a firm becomes insolvent and protects each client’s securities account at an investment brokerage firm. Client’s shares of the Sweep Fund are not part of the client’s securities account and therefore are not subject to the custody or control of the Prime Broker, but are held directly by the Sweep Fund and reflected on the books and records of the Transfer Agent in its capacity as transfer agent for the Sweep Fund. Accordingly, Client’s shares of the Sweep Fund are not protected by SIPC or any additional insurance secured by the Prime Broker, in the event the Prime Broker becomes insolvent. Further, SIPC does not insure against the failure of the issuer of a security nor does it insure against the loss of value of any investment or product. SIPC would not insure against the insolvency or other failure, or against the loss of value, of a money market mutual fund, including the Sweep Fund. For more information on SIPC coverage, including the explanatory SIPC brochure, contact SIPC at www.sipc.org or 202-371-8300.

Risks

An investment in a money market fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although each money market fund seeks to preserve the value of Client’s investment at \$1.00 per share, it is possible to lose money by investing in money market funds. **For additional risks related to the Sweep Funds please see the relevant prospectus.**

Money Market Fund Yields

Please contact Client’s prime brokerage client services representative or Client’s contact at GSAMGSL, as applicable, for the current yields of the available Sweep Funds in the Program. Past performance does not guarantee future results. Current performance may be lower or higher than the performance data quoted. Yields will vary. Dividends on the shares in the Sweep Funds will be reinvested in shares of such Sweep Funds pursuant to any available dividend reinvestment option. Interest earned on a bank deposit may fluctuate and may be greater or less than the then current yield on a money market investment.

Financial Benefits and Conflicts of Interest

The Prime Broker will receive monthly fees from GSAM based upon the amount of money in the Program, including Client’s investment in the Sweep Funds. GSAM will pay the Prime Broker a fee of up to 0.08% for its services related to Client’s investment in the Sweep Fund. The Prime Broker may earn a higher fee if Client participates in the Program than if Client independently purchases shares in another money market fund.

Account Statements

Client will receive a periodic account statement from the Sweep Fund’s Transfer Agent in lieu of an immediate confirmation of transactions. All activity with respect to Client’s investment in the Sweep Fund will appear on Client’s periodic account statement from the Transfer Agent, including Client’s total number of shares in the Sweep Fund. Client’s periodic account statement will be sent no less than quarterly, provided Client has a balance or activity in its account during the period covered by the statement. Client should retain all account statements. Client must notify the Transfer Agent immediately of any discrepancies noted on its account statement and in no event later than ten (10) days after the date of the account statement on which the problem or error first occurred.

The Sweep Fund shares that appear on Client’s periodic account statement from the Transfer Agent are held at a third-party custodian and are not held in custody at the Prime Broker. The information regarding these assets appearing on any Client prime brokerage reports (i) has been provided by the Sweep Fund and has not been verified in any manner by the Prime Broker, and (ii) is included only for information purposes as a courtesy. Accordingly, the Prime Broker is not liable for any losses or damages relating to the custody of these assets.

Client’s Responsibility to Monitor the Automatic Sweep

The Prime Broker has no obligation to monitor this automatic cash sweep for Client’s account or make recommendations about, or changes to the Program that might be beneficial to Client, and the Prime Broker is not a fiduciary to Client with respect to the Program. As returns on the Sweep Funds, Client’s personal financial circumstances, and other factors change, it may be in Client’s financial interest to change its automatic cash sweep investment option or invest cash from its brokerage account in other investment vehicles.

C. Offshore Sweep Account Application

Legal Name(s) of Hedge Fund Investing in Sweep:	Account Number(s):
Name of Investment Adviser:	

This Offshore Sweep Account Application (this “Application”) is part of Client’s New Account Agreement. Unless otherwise defined in this Application, terms used but not defined herein have the meaning ascribed to them in Client’s New Account Agreement, the Cash Sweep Supplement and Cash Sweep Disclosures, which are hereby incorporated herein, or the Prospectus, as applicable. In the event that any provision of this Application conflicts or is inconsistent with any provision of the New Account Agreement, this Application shall control for matters related to this Application.

PLEASE NOTE THAT IF CLIENT IS A US PERSON OR AN IRISH RESIDENT, Client will have to complete an Annex to this Application. IF CLIENT IS SUBJECT TO ERISA OR SECTION 4975 OF THE CODE, CLIENT MAY NOT USE THIS APPLICATION. PLEASE CONTACT GOLDMAN SACHS ASSET MANAGEMENT GLOBAL SERVICES LIMITED, SHAREHOLDER SERVICES ON +(44) 20 7774 6366 OR CASHSUPPORT@GS.COM FOR THE CORRECT ANNEX OR APPLICATION.

Investors should note that an account to trade and hold shares in a Sweep Fund (“Shares”) (such account, a “GSAM Account”) will only be opened provided that the signed and completed Application (including the Annex, if any) has been approved and all necessary client identification checks have been successfully completed. Once a GSAM Account has been opened, investors may subscribe for Shares by completing a subscription form (investors wishing to submit orders electronically should contact Goldman Sachs Asset Management Global Services Limited (“GSAMGSL”) in the first instance).

1. Persons Acting on Behalf of Client (if applicable)

If this Application is being completed by another person as agent for Client or if it is completed by Client but another person should be either contacted in respect of the GSAM Account or have their Shares registered in their name e.g. as nominee or custodian, please provide details below:

Name		
Address		
City	Postcode	Country
Contact Name	E-mail	
Telephone	Fax	
Brokerage Account No.		

C. Offshore Sweep Account Application

2. Investment Details

Payments must be made in the currency of the relevant share class. Please contact **GSAMGSL's** Shareholder Services Team for the availability of share classes.

If Client wishes GSAMGSL to act on instructions by telephone, please see Appendix 1 for the Telephone Trading Form. *Client may select only one (1) money market fund into which Client's free cash balances may be invested at any time. Refer to prospectus for minimum initial investment amounts.*

Please tick fund to invest in

Sweep Fund	US\$ Liquid Reserves Fund	US\$ Treasury Liquid Reserves Fund	US\$ Treasury Instruments Liquid Reserves Fund
Institutional Shares (Distributing)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The Client should note that dividends will be re-invested in additional Shares of the Sweep Fund.

3. Contacts

	Team or name of contact	Telephone	E-mail address(es)
Please enter contact details for all communication types:			

The address on file with the Prime Broker will be used for the mailing of all confirmations, statements and any other correspondence. Please contact Client's GSAMGSL representative to change the address to be used for confirmations, statements and any other correspondence.

4. Declarations/certifications/warranties/representations

Unless GSAMGSL is otherwise notified in writing, all certifications, representations, warranties, acknowledgements and agreements herein shall be deemed to be remade and reconfirmed with each application for Shares however and whenever made. Client agrees upon request to provide GSAMGSL with such certifications, documents or other evidence as GSAMGSL may reasonably require to substantiate any representation made herein.

1. Client confirms that Client will read the current prospectus and supplements including key investor information documents ("KIID"s) (collectively the "Prospectus") for the Goldman Sachs Funds, plc (the "Company") in good time before Client subscribes for Shares and has had the opportunity to ask questions in relation thereto of a representative of GSAMGSL. Client confirms that Client has read and that Client is bound by the terms and conditions of this Application (and the Annex, if any) and Client hereby agrees to, and certifies, acknowledges, represents and warrants as to, the matters set forth herein. Client acknowledges that the current Prospectus and the latest annual or semi-annual report of the Company, as well as the current KIID for the relevant share class that Client intends to subscribe for, shall be the sole basis for purchasing Shares. No other information or representations may be relied upon. Further copies of the Prospectus may be obtained from the Company or from GSAMGSL, at their respective addresses. Copies of the most recent annual report and any subsequent semi-annual report of the Company are available free of charge on request. The KIIDs are available at www.gsam.com/kiids.
2. Client specifically consents to receiving copies of (i) the current KIID for the relevant share classes for which Client intends to subscribe; and (ii) the annual and semi-annual reports of the Company free of charge via a website. The address of the website and place on the website where the information may be accessed will be notified to Client by means of electronic mail addressed to the e-mail address Client provided above. Client specifically consents to the sending of communications (including, without limitation, notices of general meetings, reports (including the Company's annual, semi-annual and periodic reports), shareholder circulars and contracts notes) by or on behalf of the Company to the email address(es) specified by Client (whether in this Application or elsewhere). Please note that by providing its e-mail address Client specifically acknowledges that it has regular access to the internet.
3. Client represents and warrants that Client has the capacity to purchase the Shares (including, where Client not a natural person, pursuant to its organizational documents) and has complied with and will comply with all applicable laws relating to its acquisition and ownership of the Shares.
4. Client understands that GSAMGSL provides shareholder processing services to the Company and agrees to GSAMGSL dealing with the Company on Client's behalf. Where GSAMGSL uses one of its affiliates ("Affiliates") as titleholder to act on Client's behalf Client understands and agrees that titleholding and processing services will be provided in respect of the relevant Shares. Client understands that its investment may be subject to the EU Council Directive 2003/48/EC of 3 June 2003 regarding the taxation of savings income, and Client declares that Client has read and understood the section entitled "Taxation" in the Prospectus.
5. Client confirms that it will not distribute, market or offer to sell Shares, unless Client has entered into a separate agreement with Goldman Sachs International ("GSI"). If Client is investing as a nominee or custodian Client confirm it will not invest on behalf of a distributor, intermediary, broker or dealer who has not entered into a separate agreement with GSI.
6. Client will not, and will make reasonable enquiries to ensure its clients will not, subject to the discretion of the Company, at any time cause Shares to be sold, transferred, held or delivered, directly or indirectly, in the United States or for the benefit of a US Person (as defined in the Prospectus) or any other person within the United States other than pursuant to this Application.
7. Client represents and warrants that it is not, and is not acting on behalf of or for the benefit of, (i) any "employee benefit plan" (as defined in Section 3(3) of the United States Employee Retirement Income Security Act of 1974, as amended ("ERISA")) that is subject to Title I of ERISA; (ii) any "plan" (as defined in Section 4975(e)(1) of the United States Internal Revenue Code of 1986, as amended (the "Code")) that is subject to Section 4975 of the Code; (iii) any "employee benefit plan" or "plan" subject to laws or regulations similar to the fiduciary responsibility or prohibited transaction provisions of Title I of ERISA or Section 4975 of the Code and under which the assets of the Company or any Sweep Fund could be deemed to include "plan assets" by reason of the investment by such employee benefit plan or plan in the Company or such Sweep Fund; or (iv) any entity whose underlying assets are deemed to include the assets of an "employee benefit plan" or "plan" described in clause (i), (ii) or (iii) pursuant to Section 3(42) of ERISA, any regulations promulgated thereunder, or otherwise. In addition, Client agrees that it will not at any time cause Shares to be sold, transferred or assigned to, or for the benefit of, any "employee benefit plan," "plan" or entity described in clauses (i) through (iv) of the preceding sentence.

C. Offshore Sweep Account Application

8. Client represents and warrants that either (please check one):
- (i) Client is a US Person or Client received and accepted the offer to purchase Shares in the United States, and (ii) Client has duly completed and executed Annex A of the Application, as applicable; or
- Client is not, and is not acquiring Shares for the benefit of, a US Person, and Client did not receive or accept the offer to purchase Shares in the United States; and/or Client is a dealer or other professional fiduciary organized, incorporated, or (if an individual) resident in the United States acting on behalf of a discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. person.
9. If Client is a broker, dealer, agent, or fiduciary acting on behalf of or for the account of any other person(s) (such persons described herein as "clients"), Client confirms that: (i) Client has offered, sold and/or placed Shares only to and with its clients who have the capacity to so deal and as permitted by the applicable laws and regulations of the relevant jurisdiction; (ii) Client and its clients are fully informed that any relevant foreign exchange restrictions and tax considerations arising out of the purchase and ownership of Shares are the responsibility of the client; (iii) Client has performed all investigations necessary and appropriate to ensure compliance with all applicable money laundering and related laws and regulations; (iv) Client is covered by Directive 2005/60/EC of the European Parliament and of the Council of 26 October 2005 on the prevention of the use of the financial system for money laundering and terrorist financing, as amended or supplemented from time to time or Client is subject to legislation which is at least equivalent to that directive and subject to regulatory oversight exercised by a relevant regulatory authority; (v) its client will not transfer any Shares to a US Person or to any other person within the United States or to any person holding the Shares for the benefit of any US Person; (vi) Client will read the Prospectus (including the KIDs) prior to subscribing for Shares. Client can assess risks and has determined suitability for clients and that they will have received a copy of the Prospectus (including the KIDs) prior to subscription if applicable law requires; and (vii) its clients have reached the age of majority under the legislation of their country of usual residence. As broker, dealer, agent or fiduciary, Client is acting on behalf of itself and its clients and not the Company. Client confirms that, if required by applicable law or the terms of its agency or fiduciary arrangements, Client will provide KIDs to its clients in good time before subscribing for Shares and disclose to its clients all sales, servicing, administrative and other charges Client will impose, obtain or arrange for in connection with the purchase, placement or servicing of Shares and Client acknowledges that such information may be disclosed by the Company or any of its agents in any contract note, confirmation or statement issued in connection with the purchase of Shares, although neither the Company nor its agents shall be obligated to make such disclosure.
10. If Client is an Italian professional investor and a company carrying out asset management activity on a discretionary basis, Client undertakes; (i) in relation to its segregated clients, to assure their exercise of all administrative and economic rights relating to the Shares in the event that the Shares become available (e.g. are transferred to) them; (ii) to inform its clients, when such shares become available to them, of the obligation undertaken under (i) above; and (iii) to undertake any action necessary and/or useful in order to accomplish the obligation under (i) above.
11. If Client is a natural person, Client represents and warrants that Client is not investing the assets of an Individual Retirement Account (IRA), a Keogh Plan account or any other "plan" that is subject to Title I of ERISA, or Section 4975(e)(1) of the Code.
12. If Client is a natural person, Client represents and warrants that Client is (or the account Client is acting on behalf of is) knowledgeable, sophisticated and experienced in business and financial matters and able to bear the risks of an investment in the Shares. Client understands and agrees that the Shares are not being offered or sold in a public offering in the United States and will not be registered under the Securities Act. Client hereby certifies that Client understands and agrees that the Shares in the Company have not been and will not be registered under the Securities Act, or the securities laws of any state of the United States and the Company has not been and will not seek to be registered under the United States Investment Company Act of 1940, as amended (the "1940 Act"). Client understands that Client may not rely on the investor protection provided by these laws. Client agrees that it will not knowingly take, and represents that it has not knowingly taken, any action or actions that (a) would cause the offering of any Shares to be subject to registration under the Securities Act or (b) would cause any Sweep Fund or the Company to be subject to (i) registration as an investment company under the 1940 Act or (ii) United States federal income taxation or information or other reporting requirements.
13. The Company and its agents may monitor electronic communications and may record telephone conversations between investors and the Company's agents (and such recording shall be accompanied by a warning tone). The Company may use such recordings as evidence in connection with any disputes arising from purchases, exchanges or redemptions of Shares or applications for such purchases, exchanges or redemptions. The Company may hold and process the resulting information, together with any information relating to investors obtained during the course of a purchase, exchange or redemption of Shares (or applications therefore), or otherwise acquired from another source, for purposes connected with the purchase, exchange or redemption of Shares, for administrative or other purposes, for such additional purposes as investors agree with the Company from time to time and/or for purposes connected with complying with applicable law or regulation and rules of regulatory or self-regulatory bodies (including, without limitation, compliance with anti-money laundering rules). Information may be transferred for such purposes to affiliates of the Company or Goldman Sachs, and/or to third party service providers to the Company, which may be located either in the European Economic Area, or in jurisdictions which do not provide the same level of protection to personal data as that afforded under European law, including in particular, Singapore. Any such transfers will only be made where subject to appropriate confidentiality arrangements and in compliance with any applicable laws on professional and banking secrecy and data protection requirements.
14. I hereby appoint the Prime Broker as my agent and attorney-in-fact, to purchase and redeem shares of and receive distribution from, the Sweep Fund and otherwise to vote in respect of my shares in any Sweep Fund and take all other actions relevant thereto.
15. Client represents and warrants that the undersigned (or any of its beneficial owners) (i) is not an affiliate of The Goldman Sachs Group, Inc. (affiliate defined as a portfolio company controlled by Goldman Sachs or by an investment fund that is managed by Goldman Sachs); (ii) is not an employee or director of an affiliate of The Goldman Sachs Group, Inc.; and (iii) is not an "immediate family" member of an employee or director described in (i) or (ii) above. For these purposes, "immediate family" includes- the spouse of an individual, the individual's minor children, and any of the individual's children (including adults) residing in the individual's home.

C. Offshore Sweep Account Application

5. Declaration of Residence Outside Ireland for those applying for Shares (non-resident composite declaration)

Applicants resident in Ireland are required to complete Annex B.

Applicants resident outside Ireland are required by the Irish Revenue Commissioners to make the following declaration which is in a format authorised by them, in order to receive payment in respect of Shares without deduction of tax. It is important to note that this declaration, if it is then still correct, shall apply in respect of any subsequent acquisitions of shares/units. Terms used in this declaration are defined in the Prospectus.

* Delete as appropriate

Declaration on own behalf

I/we* declare that I am/we are* applying for the shares/units on my own/our own behalf/on behalf of a company* and that I am/we are/the company is* entitled to the shares/units in respect of which this declaration is made and that:

- I am/we are/the company is* not currently resident or ordinarily resident in Ireland; and
- should I/we/the company* become resident in Ireland I will/we will* so inform you, in writing accordingly.

Declaration as Intermediary

I/we* declare that I am/we are* applying for the shares/units on behalf of persons:

- who will be beneficially entitled to the shares/units; and
- who, to the best of my/our* knowledge and belief, are neither resident nor ordinarily resident in Ireland.

I/we* also declare that:

- unless I/we* specifically notify you to the contrary at the time of application, all applications for shares/units made by me/us* from the date of this Application will be made on behalf of such persons; and
- I/we* will inform you in writing if I/we* become aware that any person, on whose behalf I/we* hold shares/units, becomes resident in Ireland.

I/we* declare that the information contained in the declarations completed above is true and accurate.

*Delete as appropriate

I confirm that I have read and that I am bound by the terms and conditions of this Application in connection with my purchase of equity Shares in the Company.

6. Authorized Signatures

By signing below, Client agrees to be bound by this Application (including the Annex, if any) as well as the enclosed Cash Sweep Supplement and Cash Sweep Disclosures (which it hereby acknowledges receiving).

Name and address of Client

Signature of Client or authorised signatory (declarant)

Capacity of authorised signatory (if applicable)

Date

Joint applicants

Names

Signatures

Important Notes

- ¹ Non-resident declarations are subject to inspection by the Irish Revenue Commissioners and it is a criminal offence to make a false declaration.
- ² To be valid, the Application (incorporating the declaration required by the Irish Revenue Commissioners) must be signed by the applicant. Where there is more than one applicant, each person must sign. If the applicant is a company, it must be signed by the company secretary or another authorised officer provided that a certificated copy of the authority authorising the signatory and an authenticated list of signatories accompanies this form.
- ³ If the Application (incorporating the declaration required by the Irish Revenue Commissioners) is signed under a power of attorney, such power of attorney or a duly certified copy of the power of attorney must be furnished in support of the signature.

D. Appendix 1: Telephone Trading Form

Appendix 1: Telephone Trading Form

Goldman Sachs Asset Management Global Services Limited ("**GSAMGSL**"), Shareholder Services, River Court, 133 Fleet Street, London, EC4A 2BB, Tel: +(44) 20 7774 6366.

Goldman, Sachs & Co. ("**GS&Co**"), Shareholder Services, 71 S Wacker, Suite 500, Chicago, Illinois 60606 USA, Tel: + (1) 312 655 4400.

IMPORTANT: This Telephone Trading Form (the "**Authorization**") may be telefaxed to GSAMGSL at (+44) 20 7774 6367. A signed original must be mailed promptly thereafter. Telephone trading cannot commence until a signed original of this Authorization is received by GSAMGSL. Fax trade orders may be sent to: +(352) 2460 4558.

Capitalised terms in this Authorization not otherwise defined in this Authorization shall have the meanings provided in the Prospectus and/or the Supplements of the series of Shares subscribed for (and any further Shares purchased) of Goldman Sachs Funds, plc (the "**Company**").

1. I hereby authorise the Company, GSAMGSL, GS&Co., the Administrator, and the Registrar of the Shares to act upon instructions by telephone with regard to the Shares I subscribed for (and any further Shares I subscribe for) or any matter in connection with them (or any of them).
2. I acknowledge that GSAMGSL and/or GS&Co. shall be entitled to rely on and treat as duly authorised all dealing instructions placed over the telephone (without my written confirmation) using my account number where GSAMGSL and/or GS&Co. reasonably believes that person to be authorised to trade on that account and neither the Company, GSAMGSL, GS&Co, the Administrator, the Registrar nor the Transfer Agent shall be liable for losses in respect of any purchase, sale, transfer, payment or any other act made in accordance with such instructions.
3. In an effort to prevent unauthorised or fraudulent redemption requests, I acknowledge that GSAMGSL and GS&Co. shall employ reasonable procedures to ensure that telephone instructions are genuine. If GSAMGSL and/or GS&Co. is/are not satisfied, in its/their absolute discretion, that I have adequately authenticated the telephone instruction, GSAMGSL and/or GS&Co. may refuse to accept any instructions and/or may close out any transaction already entered into on my behalf.
4. It is my responsibility to ensure that my account number remains confidential. I am responsible for all telephone dealing instructions requested using my account number and will not allow anybody else to use my account. I agree to let you know immediately by telephone on +(44) 20 7774 6366 and then confirm in writing within 24 hours if I (i) disclose my account number or lose any documentation stating my account number; or (ii) find out that someone has used my account number, account or any of the account data without permission.
5. I acknowledge and agree that my telephone conversations regarding the Company or Shares thereof may be recorded. I hereby give my consent for GSAMGSL and GS&Co. (i) to collect my personal data (including such data supplied with the Offshore Sweep Account Application or contained in my recorded conversations); (ii) to use such data for the purpose of providing shareholder processing services and general administrative services with respect to the account; and (iii) to share such data with affiliates and with third parties for such purposes. I further acknowledge that such affiliates and third parties may be established outside the United Kingdom and thus my personal data may be transferred to countries that do not provide legal protection of personal data equivalent to that in the United Kingdom.
6. I understand that (i) you must be in receipt of an original signature from the Offshore Sweep Account Application and this Authorization and all necessary client identification checks must have been completed before I can purchase shares, switch or redeem my holdings; (ii) where redemption requests are placed by telephone, redemption proceeds can only be sent to the pre-established instructions for redemption proceeds stated on the Offshore Sweep Account Application (or such other instructions subsequently advised in writing); and (iii) requests in order to notify new instructions or change in personal details or to send the proceeds of a sale to a third party cannot be accepted over the telephone and must be in writing.
7. I agree that this Authorization shall remain in force until notice in writing of its termination is received by GSAMGSL/GS&Co. and any such notice shall be without prejudice to the completion of transactions already initiated pursuant to this Authorization.
8. References in this Authorization to the singular shall include the plural and vice versa. References to "I" shall be construed as references to "we" where this Authorization is executed by, or on behalf of, more than one person. References to natural persons shall also include references to corporations, unincorporated associations and other legal persons where applicable.
9. I agree that this Authorization shall be construed in accordance with and governed by English law.

This Authorization has to be signed by an authorised person(s)

Signature	Signature
Print Name	Print Name
Title	Title
Date	Date
Account No. (if available)	Account No. (if available)



Tax Classification and Tax Residency Form

Automatic Exchange of Information (“AEOI”)* tax regulations require the collection of certain information about each account holder’s tax residency status. Please complete, where applicable, the relevant sections below and provide any additional information as may be required. In certain circumstances there may be a requirement to share this information with relevant tax authorities. For the avoidance of doubt, a glossary has been provided (see Appendix A) to define the terms in this form for reference purposes only and do not constitute tax advice.

***The Foreign Account Tax Compliance Act (“FATCA”) and the Common Reporting Standards (“CRS”).**

As a financial institution, we’re not allowed to give tax advice.

If you have any questions about this form or defining your tax residency status, please speak to your tax adviser or local tax authority. You can also find out more at the [OECD automatic exchange of information portal](#).

1. Tax Residency

1. Name of Account Holder

Please complete the following table indicating (i) where the Account Holder is tax resident (i.e. where they are liable to pay tax) and (ii) the Account Holder’s TIN for each country indicated.

If the Account Holder is tax resident in more than three countries please use a separate sheet.

If a TIN is unavailable please provide the appropriate reason **A, B or C** where appropriate (See Appendix A for Reason definitions):

Country of Tax Residence	Tax Identification Number (“TIN”)	If no TIN is available enter Reason A, B or C	Specified US Person
1		<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	<input type="checkbox"/> Yes <input type="checkbox"/> No
2		<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	<input type="checkbox"/> Yes <input type="checkbox"/> No
3		<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	<input type="checkbox"/> Yes <input type="checkbox"/> No

Please explain in the following boxes why you are unable to obtain a TIN if you selected Reason B above

1

2

3

1.2 If tax residency above is United States and the entity/organisation is not a Specified U.S. Person, please tick this box and provide support by indicating the reason.

If you are a Specified U.S. Person please provide the organization’s Employer Identification Number (“EIN”):

1.3 If the Account Holder is an individual, please tick this box, provide place and date of birth then proceed to **Section 5**.

(a) Date of Birth (dd/mm/yyyy)

(b) Place of Birth

Town or City of Birth

Country of Birth

2. CRS Classification – Financial Institutions

If your organization is a Financial Institution, please select the appropriate category below then proceed to **Section 5**. If not, please proceed to **Section 3**.

2.1 Investment Entity

- (a) An Investment Entity located in a Non-Participating Jurisdiction and managed by another Financial Institution

*Note: if ticking this box please also complete **Section 4** of this form to indicate tax residence of any controlling persons*

- (b) Other Investment Entity

2.2 Financial Institution – Depository Institution, Custodial Institution or Specified Insurance Company

2.3 Financial Institution – Non reporting. *Please select the appropriate Category below:*

- (a) A Governmental Entity, International Organisation or Central Bank

Note: When any of these entities conduct a commercial financial activity of a type engaged by a Specified Insurance Company, Custodial Institution, or Depository Institution, they will not be regarded as a non-reporting FI with respect to those payments received in connection with such activities.

- (b) A Broad Participation and/or a Narrow Participation Retirement Fund

- (c) A Pension Fund of a Governmental Entity, International Organisation or Central Bank

- (d) Qualified Credit Card Issuer

- (e) Any low risk non-reporting FI

- (f) An Exempt Collective Investment Vehicle

- (g) A trust to the extent that the trustee is a Reporting FI and meets all its reporting requirements

- (h) None of the Above (Please Specify)

3. CRS Classification – Non-Financial Entities (NFE)

Please declare which of the following your organization is:

3.1 Active NFE

Please further indicate the type of Active NFE that describes your organization then proceed to **Section 5**.

- (a) A corporation the stock of which is regularly traded on one or more established securities markets or a Related Entity of such a corporation

- (b) A Governmental Entity

- (c) An International Organisation

(Please Specify)

Please proceed to section 5 of this form.

3.2 Passive NFE

If you have indicated that your organization is a Passive NFE, please indicate where your controlling persons are tax resident by completing **Section 4**.

4. Controlling Persons

Where a Financial Account is held by a Passive Non-Financial Entity ("Passive NFE") or is an Investment Entity located in a Non-Participating Jurisdiction and managed by another Financial Institution, Goldman Sachs is also required to obtain details of the Controlling Persons of that Entity Account Holder. Controlling persons are the natural persons who exercise control over an entity.

If there are no natural person(s) who exercise control of the organisation, then the Controlling Person(s) will be the natural person(s) who holds a position of senior managing official in the organisation.

If a Controlling Person is tax resident in more than three countries please use a separate sheet.

If a TIN is unavailable please provide the appropriate reason A, B or C (Guidance in Appendix A) where appropriate:

Type of Controlling Person (See Appendix B)	Name	Date of birth	Place of birth	Jurisdiction of tax residence	Address	TIN (NI/SSN)	If no TIN available enter Reason A, B or C	US Person
							A	Yes
							B	No
							C	
							A	Yes
							B	No
							C	
							A	Yes
							B	No
							C	

Please explain in the following boxes why you are unable to obtain a TIN if you selected Reason B above.

- 1

- 2

- 3

5. Consent to Report

I understand that the information supplied by me is covered by the full provisions of the terms and conditions governing my/the Account Holder's relationship with the relevant fund, acting as data controller, setting out how the relevant fund or Goldman Sachs Asset Management Global Services Limited ("GSAMGSL"), acting as data processor, may use and share the information supplied by me to GSAMGSL or the relevant fund.

I acknowledge and agree that information contained in this form and information regarding the account(s) set out above may be reported to the fund's tax authorities as designated by the law implementing the common reporting standard requirements in the fund's jurisdiction, which may in turn disclose this information to the tax authorities in which the account is maintained and that those tax authorities may provide the information to the country or countries in which I/the Account Holder am/is resident for tax purposes.

I acknowledge that I have a right to access the information supplied by me in this form and to rectify it.

I undertake to advise GSAMGSL promptly of any change in circumstances which causes the information contained herein to become incorrect and to provide GSAMGSL with a suitably updated Declaration within 90 days of such change in circumstances.

I certify that I am the Account Holder (or am authorised to sign for the Account Holder) of all the account(s) to which this form relates.

I declare that all statements made in this declaration are, to the best of my knowledge and belief, correct and complete. I agree that I will submit a new form within 90 days if any certification on this form becomes incorrect.

Print Name:

Signature:

Date:

Note: Please indicate the capacity in which you are signing the form (for example 'Authorised Officer'). If signing under a power of attorney please also attach a certified copy of the power of attorney.

Capacity:

Appendix A – Reason for No TIN

Reason A - The country where I am liable to pay tax does not issue TINs to its residents

Reason B - The Account Holder is otherwise unable to obtain a TIN or equivalent number (Please explain why you are unable to obtain a TIN in the below table if you have selected this reason)

Reason C - No TIN is required. (Note. Only select this reason if the authorities of the country of tax residence entered below do not require the TIN to be disclosed)

Appendix B – Type of Controlling Person

- (a) Controlling Person of a legal person – control by ownership
- (b) Controlling Person of a legal person – control by other means
- (c) Controlling Person of a legal person – senior managing official
- (d) Controlling Person of a trust – settlor
- (e) Controlling Person of a trust – trustee
- (f) Controlling Person of a trust – protector
- (g) Controlling Person of a trust – beneficiary
- (h) Controlling Person of a trust – other
- (i) Controlling Person of a legal arrangement (non-trust) – settlor-equivalent
- (j) Controlling Person of a legal arrangement (non-trust) – trustee-equivalent
- (k) Controlling Person of a legal arrangement (non-trust) – protector-equivalent
- (l) Controlling Person of a legal arrangement (non-trust) – beneficiary-equivalent
- (m) Controlling Person of a legal arrangement (non-trust) – other-equivalent

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