

MONEY MARKET MUTUAL FUND SWEEP SERVICE

TERMS AND CONDITIONS

These Terms and Conditions describe the Service you have selected and set forth provisions governing your use of this Service. These Terms and Conditions are incorporated into and part of the Cash Management Services Master Agreement. By using this Service, you agree to be legally bound by these Terms and Conditions and the Cash Management Services Master Agreement.

ARTICLE I. TERMS AND CONDITIONS

- 1.1 *Purchase of Fund Shares.* You hereby acknowledge that you have received from Goldman, Sachs & Co. and reviewed the prospectus for the Financial Square Money Market Funds of the Goldman Sachs Money Market Trust, and the accompanying investment (purchase and redemption) requirements, and appoint us to implement a cash management program whereby we shall purchase for you shares in the Fund selected by you. As your agent, we are authorized and directed to purchase shares in the Fund selected by you with any cash balances remaining in a checking account with us (the "Account") at the end of every business day in excess of any minimum balance. You understand that such cash balances in excess of the minimum balance shall be swept into our omnibus account, which account, at the beginning of the following business day, shall invest such cash balances directly in shares in the Fund and that such shares, when purchased, shall be allocated directly to the Account.
- 1.2 *Statements.* Notwithstanding the statement provisions in the Master Agreement, we shall hold shares in the Fund as shareholder of record and nominee for your sole benefit and we shall maintain appropriate records of shares purchased, earnings on shares held and shares redeemed. Dividends on Fund shares shall be paid in cash and shall appear on the Account statement. An accurate monthly statement showing all income and principal cash received or disbursed by the Account during the period covered shall be furnished to you by us.
- 1.3 *Redemption of Fund Shares; Overdrafts.* We shall use all commercially reasonable efforts, as is understood in the investment community, to invest excess funds in accordance with the terms of the Cash Management Master Sweep Service Terms and Conditions in Fund shares until we receive written notice of any changes in this authorization. Shares held are to be redeemed as of the following business day and the cash received shall be credited to the Account whenever such cash is needed for other uses as directed by you, to cover outstanding and unpaid checks drawn on the Account or to cover cash management fees and expense reimbursements charged to the Account. You shall not draw checks on the Account in a manner that will create an overdraft that will be used for the purpose of buying, carrying or trading in securities, or buying or carrying any part of an investment contract security or obtaining such overdraft to repay debt incurred for such purposes. We shall immediately obtain a security interest in the Fund shares upon the occurrence of, and to the extent necessary to cover the amount of, any overdraft incurred in the Account for such period of time as any overdraft remains outstanding. We, in our sole discretion, alternatively may withhold from payment any outstanding and unpaid check drawn on the Account until funds sufficient to cover such outstanding and unpaid check have been credited to the Account as a result of cash received from the redemption of Fund shares.
- 1.4 *Termination.* Notwithstanding the termination provisions in the Master Agreement, upon revocation or termination of this Service, all Fund shares then held shall be promptly redeemed for cash and the proceeds delivered to the Account or to you after payment of outstanding check or service fees, if any, as you may designate.

- 1.5 *Selection of Fund.* You acknowledge and agree that you may select only one Fund from our available offerings for which shares may be purchased and held at any time. You may, by written notice to us, change your selection of Funds; *provided, however,* that you may change such selection no more frequently than once during any twelve month period without our consent.
- 1.6 *Acknowledgment of Fees Payable by Fund.* Notwithstanding the fee provisions of the Master Agreement, you acknowledge that fees shall be paid monthly by the Fund to us as disclosed in the Fund prospectus.
- 1.7 *Duty of Care.* Our responsibility is limited to the exercise of due care and diligence in the custody of the assets we hold hereunder and in acting pursuant to the Master Agreement and these Terms and Conditions.