

AGREEMENT

Dissolution and Endowment Stewardship Agreement

between GOSUMEC Foundation USA and Foundation for Excellence, Inc.

EFFECTIVE UPON EXECUTION

This Dissolution and Endowment Stewardship Agreement (this “Agreement”) is entered into as of the date on which it has been signed by both Parties, as shown by the later of the dates set forth below their signatures (the “Effective Date”), by and between:

GOSUMEC Foundation USA, a California nonprofit public benefit corporation, EIN 92-1826702 (“GOSUMEC”);

and

Foundation for Excellence, Inc., a California nonprofit corporation described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and classified as other than a private foundation under Section 509(a) of the Code, EIN 77-0474749 (“FFE”).

Collectively, GOSUMEC and FFE are referred to as the “Parties,” and each individually as a “Party.”

1 PURPOSE

The purpose of this Agreement is to provide for the continuity, protection, and stewardship of the charitable endowment assets of GOSUMEC Foundation USA in the event of its dissolution or winding up and to preserve the charitable intentions of its donors. This Agreement does not obligate GOSUMEC Foundation USA to dissolve and, except as provided in Section 11, does not limit the authority of its Board of Directors to manage its affairs prior to dissolution.

2 TRANSFER UPON DISSOLUTION

In the event of the dissolution or winding up of GOSUMEC Foundation USA, and after payment or adequate provision for all lawful debts and liabilities, GOSUMEC Foundation USA shall, to the fullest extent legally permissible and subject to Section 6, distribute and transfer the Transferred Assets (as defined below) to Foundation for Excellence, Inc., and FFE shall accept the Transferred Assets, provided that, at the time of transfer, (a) FFE

remains an organization described in Section 501(c)(3) of the Code and classified as other than a private foundation under Section 509(a) of the Code, is in good standing in its state of incorporation, and is in current status with the Registry of Charitable Trusts of the California Department of Justice to the extent registration is required; and (b) FFE has not withdrawn from this Agreement under Section 11. If either condition is not satisfied, Section 8(a) shall apply.

The “Transferred Assets” shall consist of GOSUMEC Foundation USA’s dual-corpus endowment structure, consisting of:

- (a) the Legacy Endowment, to be maintained as a permanent endowment fund in accordance with applicable donor restrictions;
- (b) the Community Corpus, maintained as a quasi-endowment (a board-designated fund functioning as an endowment), which, upon transfer, shall be held by FFE subject to the restrictions set forth in this Agreement and the Transfer Instrument; and
- (c) any other donor-restricted scholarship funds held by GOSUMEC Foundation USA (the “Scholarship Funds”).

The transfer shall also include the GOSUMEC Foundation USA Investment Policy Statement (“IPS”) then in effect, together with applicable donor agreements, donor restrictions, scholarship commitments, records, and documentation of donor intent.

Transfer Instrument. The transfer shall be made pursuant to a written gift and transfer instrument, in a form reasonably acceptable to both Parties and approved by the Board of Directors of GOSUMEC Foundation USA in connection with its plan of dissolution (the “Transfer Instrument”), which shall identify each fund transferred, its fair market value and historic dollar value, and the restrictions applicable to it. The Parties intend that the restrictions set forth in this Agreement and the Transfer Instrument constitute restrictions imposed by GOSUMEC Foundation USA, as transferor, in a gift instrument within the meaning of UPMIFA, enforceable against FFE with respect to the Transferred Assets. Transferred Assets shall be transferred in kind where practicable.

Subsequent Gifts. Any gift, bequest, or other transfer to GOSUMEC Foundation USA that is received after its dissolution shall, to the extent permitted by law and by the terms of the gift, be directed to FFE and added to the fund designated by the donor or, if no fund is designated, to the Legacy Endowment.

Pre-Dissolution Information. Prior to its dissolution, GOSUMEC Foundation USA shall provide FFE with copies of any amendment to the IPS or to its governing documents affecting the Transferred Assets and, upon FFE’s reasonable request, a current schedule of its endowment and scholarship funds and the related donor agreements.

3 ASSETS TO REMAIN IN THE UNITED STATES

FFE agrees that the transferred Legacy Endowment and Community Corpus shall remain held, invested, and administered in the United States.

Distributions from the endowment may be made, including to or for the benefit of students and institutions located outside the United States, in furtherance of the scholarship purposes described in Section 4 in accordance with applicable United States law, donor restrictions, and FFE's fiduciary responsibilities.

4 CONTINUING SCHOLARSHIP PURPOSE

FFE shall administer distributions from the transferred endowment assets for the purpose of supporting scholarships and educational assistance for eligible students at Seth G.S. Medical College & King Edward Memorial Hospital (KEM Hospital), Mumbai, India, in accordance with the applicable donor agreements and the documented charitable intentions of GOSUMEC Foundation USA and its donors.

The Parties intend that dissolution of GOSUMEC Foundation USA shall not, to the fullest extent legally permissible, alter the charitable purposes for which donors contributed to the Legacy Endowment, Community Corpus, or related scholarship funds.

Discretion and Control. FFE shall retain full discretion and control over the Transferred Assets and over the selection of scholarship recipients, the amount and timing of awards, and the manner of disbursement, consistent with this Section 4, applicable donor restrictions, and FFE's scholarship policies and procedures. No donor, former director or officer of GOSUMEC Foundation USA, or member of the Advisory Committee shall have the right to direct or control the selection of any recipient. Recipients shall be selected on an objective and nondiscriminatory basis, and no award shall be made to any member of the Advisory Committee or to a family member of any such member.

Compliance. FFE shall make all distributions outside the United States in compliance with applicable law, including United States sanctions and anti-terrorist-financing requirements, FFE's foreign grantmaking procedures, and, to the extent applicable, the Foreign Contribution (Regulation) Act, 2010 of India and the rules thereunder. FFE may make distributions directly to students, to the institution for the benefit of students, or through an intermediary organization approved by FFE, in each case as FFE determines to be lawful and prudent.

5 INVESTMENT AND STEWARDSHIP

FFE agrees that the transferred assets will be held, invested, administered, and distributed in a manner consistent with:

- (a) applicable donor agreements and donor-imposed restrictions;

- (b) the documented charitable intentions of GOSUMEC Foundation USA and its donors;
- (c) GOSUMEC Foundation USA's dual-corpus structure, including the Legacy Endowment and Community Corpus;
- (d) the GOSUMEC Foundation USA Investment Policy Statement in effect at the time of dissolution, to the extent consistent with applicable law and FFE's fiduciary obligations; and
- (e) the principles and requirements applicable to institutional funds under the Uniform Prudent Management of Institutional Funds Act ("UPMIFA"), as adopted in California.

The Legacy Endowment shall continue to be administered in accordance with its permanent endowment purpose, and the Community Corpus shall continue to be administered in accordance with its designated quasi-endowment purpose, subject in all cases to applicable law, fiduciary obligations, and donor restrictions.

Separate Accounting. FFE shall maintain the Legacy Endowment, the Community Corpus, and any Scholarship Funds as separately identified funds on its books and records under names that include "GOSUMEC," and shall account separately for each fund's principal, historic dollar value, investment return, appropriations, and expenses. FFE may commingle the Transferred Assets with its other institutional funds for investment purposes, as permitted by UPMIFA, provided such separate accounting is maintained.

Departure from IPS. If FFE's Board of Directors determines in good faith that adherence to any provision of the IPS would be inconsistent with UPMIFA or FFE's fiduciary obligations, FFE may depart from that provision only to the extent necessary and shall give prompt written notice of the departure and the reasons for it to the Advisory Committee.

6 CALIFORNIA ATTORNEY GENERAL AND APPLICABLE LAW

Any transfer contemplated by this Agreement shall be subject to applicable federal and California law governing charitable and restricted assets, including any required notice, consent, approval, waiver of objection, supervision, or oversight by the Attorney General of the State of California, and any required judicial or governmental approval. Without limiting the foregoing, the transfer is subject to the California Nonprofit Public Benefit Corporation Law (California Corporations Code Section 5110 et seq.), including its provisions governing notice to the Attorney General and the distribution of assets upon winding up and dissolution, and to UPMIFA (California Probate Code Section 18501 et seq.). GOSUMEC Foundation USA shall be responsible for giving all required notices to, and obtaining any required waiver or consent of, the Attorney General in connection with its dissolution, and FFE shall reasonably cooperate, including by furnishing information and documents reasonably requested.

Nothing in this Agreement shall require either Party to take any action inconsistent with applicable law, fiduciary duties, enforceable donor restrictions, or an order of a court or governmental authority.

7 PRESERVATION OF DONOR INTENT

The Parties acknowledge that the principal purpose of this Agreement is to preserve, to the maximum extent legally permissible:

- (a) the charitable intentions of GOSUMEC Foundation USA donors;
- (b) the agreements between GOSUMEC Foundation USA and its donors;
- (c) the permanent nature and purpose of the Legacy Endowment;
- (d) the designated purpose of the Community Corpus;
- (e) the IPS and dual-corpus structure; and
- (f) the continuing support of scholarships and educational assistance at Seth G.S. Medical College & KEM Hospital.

8 CHANGED CIRCUMSTANCES; SUCCESSOR ORGANIZATION

(a) Alternate Recipient. If either condition set forth in Section 2 is not satisfied at the time of dissolution, the Board of Directors of GOSUMEC Foundation USA shall distribute the Transferred Assets to one or more organizations described in Section 501(c)(3) of the Code, selected by such Board, that agree to administer them for purposes as nearly as possible consistent with Section 4, subject to applicable law and the Articles of Incorporation of GOSUMEC Foundation USA.

(b) Modification of Restrictions. If, after the transfer, a restriction applicable to any Transferred Asset becomes unlawful, impracticable, impossible to achieve, or wasteful, including because Seth G.S. Medical College & KEM Hospital ceases to operate or FFE can no longer lawfully make distributions for the benefit of its students, FFE may seek release or modification of the restriction only in accordance with Section 18506 of the California Probate Code or other applicable law. Any modified purpose shall be as nearly as possible consistent with the purposes described in Section 4, with preference for scholarships and educational assistance for medical students in India. FFE shall give the Advisory Committee not less than sixty (60) days' prior written notice of any such request or proceeding.

(c) Successor Organization. If FFE ceases to satisfy clause (a) of Section 2, dissolves, or proposes to transfer all or substantially all of its assets, FFE shall transfer the Transferred Assets and related records to an organization described in Section 501(c)(3) of the Code and classified as other than a private foundation that agrees in writing to be bound by this Agreement and the Transfer Instrument, subject to applicable law and any required approval of the Attorney General.

9 REPORTING; ADVISORY COMMITTEE

Annual Report. FFE shall prepare, at least annually, a written report for each fund comprising the Transferred Assets describing its beginning and ending fair market value, investment return, appropriations and expenditures, and the number and aggregate amount

of scholarships awarded, and shall make the report available to the Advisory Committee and, upon request, to donors to the Transferred Assets.

Advisory Committee. Prior to its dissolution, the Board of Directors of GOSUMEC Foundation USA may designate up to five (5) individuals to serve as an advisory committee (the “Advisory Committee”), with vacancies filled by the remaining members. The Advisory Committee may make non-binding recommendations to FFE regarding the scholarship program and shall have no authority to direct or control the Transferred Assets or the selection of recipients.

10 REPRESENTATIONS

Each Party represents that (a) it is duly organized, validly existing, and in good standing under the laws of its state of incorporation; (b) it is recognized by the Internal Revenue Service as exempt under Section 501(c)(3) of the Code and, in the case of FFE, is classified as other than a private foundation under Section 509(a) of the Code; (c) its execution, delivery, and performance of this Agreement have been duly authorized by its Board of Directors; and (d) this Agreement has been duly executed and delivered by it. FFE further represents that administering the Transferred Assets in accordance with this Agreement is consistent with its exempt purposes and governing documents.

11 TERM; AMENDMENT; WITHDRAWAL

This Agreement shall become effective on the Effective Date and shall continue until all Transferred Assets have been fully expended or transferred in accordance with this Agreement. Prior to the transfer of the Transferred Assets, (a) this Agreement may be amended only by a written instrument signed by both Parties; (b) GOSUMEC Foundation USA may terminate this Agreement by written notice to FFE, upon action of its Board of Directors; and (c) FFE may withdraw from this Agreement upon not less than ninety (90) days’ prior written notice to GOSUMEC Foundation USA. After the transfer, this Agreement may be amended only by a written instrument signed by FFE and approved by a majority of the Advisory Committee, and only to the extent consistent with applicable law and the Transfer Instrument. Sections 3 through 9, 12, and 13 shall survive the transfer.

12 RELATIONSHIP TO GOVERNING DOCUMENTS

This Agreement is intended to supplement and operate consistently with the Articles of Incorporation, Bylaws, Dissolution Addendum, donor agreements, and Investment Policy Statement of GOSUMEC Foundation USA.

In the event of any conflict, applicable law, enforceable donor restrictions, and the governing corporate documents of GOSUMEC Foundation USA shall control. Subject to the foregoing, this Agreement shall control over any inconsistent policy or procedure of FFE with respect to the Transferred Assets.

13 GENERAL PROVISIONS

Governing Law; Venue. This Agreement shall be governed by the laws of the State of California, without regard to its conflict-of-laws principles. Any action arising under this Agreement shall be brought in the state or federal courts located in Alameda County, California.

No Third-Party Beneficiaries. Nothing in this Agreement confers any right or remedy on any person other than the Parties and their permitted successors, provided that nothing herein limits the authority of the Attorney General of the State of California to enforce charitable restrictions under applicable law.

Assignment. FFE may not assign this Agreement or delegate its obligations hereunder except in accordance with Section 8(c).

Notices. All notices shall be in writing and delivered by hand, nationally recognized overnight courier, or email with confirmation of receipt, to the address of the receiving Party set forth below its signature, or such other address as it designates by notice. After the dissolution of GOSUMEC Foundation USA, notices otherwise required to be given to it shall be given to the Advisory Committee.

Entire Agreement; Severability; Counterparts. Subject to Section 12, this Agreement constitutes the entire agreement of the Parties with respect to its subject matter. If any provision is held invalid, the remaining provisions shall remain in effect, and the invalid provision shall be reformed to the minimum extent necessary to carry out the Parties' charitable intent. This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original.

[Signature page follows.]

AGREED AND ACCEPTED

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below, to be effective as of the Effective Date.

GOSUMEC Foundation USA

EIN 92-1826702

By: *Sanjay Bindra***Sanjay Bindra, MD**

President

Date: 09 / 28 / 2026

ADDRESS FOR NOTICES177 Telles Ln
Fremont, CA 94539**Foundation for Excellence, Inc.**

EIN 77-0474749

By: *Anil Kumar***Anil Kumar**

President

Date: 09 / 28 / 2026

ADDRESS FOR NOTICES526 W Fremont Ave, #2920
Sunnyvale, CA 94087, USA

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SENT

09 / 28 / 2026

20:54:07 UTC

Sent for signature to Sanjay Bindra (founder@gosumec.org) and Anil Kumar (anil@ffe.org) from founder@gosumec.org
IP: 174.62.69.2



VIEWED

09 / 28 / 2026

20:54:11 UTC

Viewed by Sanjay Bindra (founder@gosumec.org)
IP: 174.62.69.2



SIGNED

09 / 28 / 2026

20:54:22 UTC

Signed by Sanjay Bindra (founder@gosumec.org)
IP: 174.62.69.2



VIEWED

09 / 28 / 2026

23:07:28 UTC

Viewed by Anil Kumar (anil@ffe.org)
IP: 69.181.1.254



SIGNED

09 / 28 / 2026

23:10:40 UTC

Signed by Anil Kumar (anil@ffe.org)
IP: 69.181.1.254



COMPLETED

09 / 28 / 2026

23:10:40 UTC

The document has been completed.