

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of
the Securities Exchange Act of 1934

Date of report (Date of earliest event reported): June 23, 2025

AVALON GLOBOCARE CORP.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation)

001-38728

(Commission File Number)

47-1685128

(I.R.S. Employer
Identification Number)

4400 Route 9 South, Suite 3100, Freehold, NJ 07728

(Address of principal executive offices)

(732) 780-4400

(Registrant's telephone number, including area code)

N/A

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2.)

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.0001 per share	ALBT	The Nasdaq Capital Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01. Entry into a Material Definitive Agreement.

On June 23, 2025, Avalon GloboCare Corp., a Delaware corporation (the “Company”) entered into a definitive agreement (the “Agreement”), with Q&A Distribution, LLC (“Q&A”), a wholly-owned subsidiary of the Company, and Qi Diagnostics Limited (“Qi Diagnostics”, and collectively with the Company and Q&A, the “Parties”), pursuant to which the Parties agreed to co-develop a volatile organic compound breathalyzer for screening and detecting Δ 9-tetrahydrocannabinol (THC) (the “Project”). There are four milestones under the Agreement, consisting of (1) data collection and analysis, software development, and drafting of prototype design, (2) completion of prototype design and sourcing of components, (3) prototype production, testing, and intellectual property filings, and (4) human testing. With respect to the first milestone payments, Q&A shall pay to Qi Diagnostics (i) \$35,000 within 5 business days of the execution of the Agreement, (ii) \$30,000 within 30 days of execution of the Agreement, and (iii) \$30,000 within 60 days of execution of the Agreement (collectively, the “First Milestone Payments”). With respect to the second milestone payments, Q&A shall pay to Qi Diagnostics (i) \$90,000 during the first week after the first milestone is completed and (ii) \$90,000 during the seventh week after the first milestone is completed (collectively, the “Second Milestone Payments”). With respect to the third milestone payments, Q&A shall pay to Qi Diagnostics (i) \$150,000 during the first week after the second milestone is completed and (ii) \$150,000 during the ninth week after the second milestone is completed (collectively, the “Third Milestone Payments”). With respect to the fourth milestone payments, Q&A shall pay to Qi Diagnostics (i) \$200,000 during the first week after the third milestone is completed and (ii) \$200,000 during the thirteenth week after the third milestone is completed (collectively, the “Fourth Milestone Payments”). Qi Diagnostics is required to use the First Milestone Payments, Second Milestone Payments, Third Milestone Payments, and Fourth Milestone Payments (collectively, the “Total Milestone Payments”) in furtherance of the Project. The Parties have agreed that Qi Diagnostics shall retain control over the intellectual property developed under the Agreement (the “Intellectual Property”). Q&A shall have the right to a (i) passive financial interest in 6% of the Intellectual Property rights once the first milestone is completed and the First Milestone Payments have been made, (ii) additional passive financial interest in 9% of the Intellectual Property rights once the second milestone is completed and the Second Milestone Payments have been made, (iii) additional passive financial interest in 15% of the Intellectual Property rights once the third milestone is completed and the Third Milestone Payments have been made, and (iv) additional passive financial interest in 20% of the Intellectual Property rights once the fourth milestone is completed and the Fourth Milestone Payments have been made. If all four of the milestones are completed and the Total Milestone Payments are made, then Q&A shall have the right to a passive financial interest in 50% of the Intellectual Property rights. The Parties agreed that certain confidential information obtained under the Agreement shall remain confidential to the Parties. Each of the Parties may terminate the Agreement for any reason in its sole discretion by providing written notice to the other Parties at least thirty calendar days prior to the termination date, provided, however, that all passive financial interest in the Intellectual Property rights earned by Q&A prior to the termination of the Agreement shall survive the termination.

The foregoing description of the terms of the Agreement, and the transactions contemplated thereby, does not purport to be complete and is qualified in its entirety by reference to the copy of the Agreement, filed hereto as Exhibit 10.1 to this Current Report on Form 8-K, and is incorporated herein by reference.

Item 7.01. Regulation FD Disclosure.

On June 26, 2025, the Company issued a press release announcing that the Company entered into a definitive agreement for the proposed co-development of a breathalyzer that is capable of detecting cannabis.

The press release is attached hereto as Exhibit 99.1 and incorporated herein by reference. The information included in this Current Report on Form 8-K, including Exhibit 99.1, shall not be deemed to be “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liabilities of that section, nor shall such information be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing. The information set forth under this Item 7.01 shall not be deemed an admission as to the materiality of any information in this Current Report on Form 8-K that is required to be disclosed solely to satisfy the requirements of Regulation FD.

Item 9.01. Financial Statement and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Definitive Agreement by and between the Company, Q&A, and Qi Diagnostics dated June 23, 2025
99.1	Press release of the Company dated June 26, 2025
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

AVALON GLOBOCARE CORP.

Dated: June 26, 2025

By: /s/ Luisa Ingargiola
Name: Luisa Ingargiola
Title: Chief Financial Officer

DEFINITIVE AGREEMENT

This Definitive Agreement (the “Agreement”) is made and entered into as of June 23, 2025 (the “Effective Date”) by and between Q&A Distribution LLC (Q&A), a Texas company with office address at 1702 Northtown Dr., Grand Prairie, Tx 75050, USA, and Qi Diagnostics Limited (“Qi Diagnostics”), a medical device company with office address at 10/F, 20 Bute Street, Mongkok, Kowloon, Hong Kong. Q&A and Qi Diagnostics are referred to individually as a “Party” and collectively as the “Parties.”

Recitals

WHEREAS, Q&A is a wholly-owned subsidiary of Avalon GloboCare Corp. (Avalon), a clinical- stage, leading cellular technology bio-developer and laboratory service provider dedicated to advancing and empowering innovative, transformative cell therapy and precision diagnostics.

WHEREAS, Qi Diagnostics has expertise in the development and manufacturing of volatile organic compound (VOC) nanosensor-based in vitro diagnostic and screening devices.

WHEREAS, the Parties wish to collaborate strategically to design, validate, and develop a prototype for a Cannabis Breathalyzer device using Qi Diagnostics’ VOC nanosensor technology.

WHEREAS, the Parties executed a Memorandum of Understanding (MOU) dated October 16, 2024, outlining their intent to negotiate and enter into this Definitive Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions

1.1 Project: The co-development of a VOC nanosensor-based point-of-care Cannabis Breathalyzer for screening and detecting Δ^9 -tetrahydrocannabinol (THC).

1.2 Milestones: The stages of the Project as outlined in Sections 3 (Milestones) and 4 (Payments).

1.3 Intellectual Property (IP): Any and all intellectual property, including patents, trademarks, copyrights, trade secrets, and proprietary information developed under this Agreement.

2. Scope of Project

2.1 The Parties agree to co-develop a VOC nanosensor-based Cannabis Breathalyzer prototype as outlined in Sections 3 (Milestones) and 4 (Payments). This Agreement will encompass the following Prototype-Enabling arrangements, and agree that these terms shall be binding upon both Parties.

2.2 Q&A will provide funding and regulatory expertise as detailed in Sections 3 (Milestones) and 4 (Payments).

2.3 Qi Diagnostics will provide a milestone-based work plan, justifiable budget, and regular updates on progress.

2.4 Both Parties will jointly publish research papers, present at conferences, and file patent applications related to the Project.

3. Milestones

3.1 The Project will proceed in stages as outlined below, with defined work plans and timelines. Bi-weekly work-and-progress updates will be provided via online meetings:

Milestone 1: Prototype-Enabling Stage

- Timeline: 4 months
- Work plan: THC Nano-sensor testing, data collection and analysis, software development, research-grade validation of proprietary THC nano-sensor, drafting of prototype design.

Milestone 2: Completion of Prototype Design and Key Components Sourcing

- Timeline: 3 months
- Work plan: Completion of prototype design, sourcing of components (including THC nano-sensor, chipsets for software operation, external case and lithium battery).

Milestone 3: Prototype Production and Beta-testing

- Timeline: 4 months
- Work plan: Prototype production, calibration, beta-testing, filing for trademark, USPTO/PCT patents, and CE Mark (expenses to be equally shared by Q&A and Qi Diagnostics).

Milestone 4: Clinical Validation and FDA Registration

- Timeline: 6 months
- Work plan: Human testing, clinical data collection and validation, filing for United States FDA registration (expenses to be equally shared by Q&A and Qi Diagnostics).

3.2 Both Parties acknowledge that the Research and Development (R&D) process is inherently uncertain and may be subject to delays or modifications due to unforeseen technical, regulatory, or operational challenges, etc. Both Parties shall collaborate in good faith to develop and implement a mitigation plan to address the impact of any delay or modification.

4. Payments

4.1 Payments by Q&A to Qi Diagnostics will be milestone-based as follows:

Milestone 1 Payment:

- USD \$25,000 was paid upfront upon signing the MOU;
- USD \$35,000 within 5 business days of the mutual signing of this Agreement;
- \$30,000 within 30 days of signing this agreement;
- \$30,000 within 60 days of signing this agreement.

Milestone 2 Payment: Upon completion of Milestone 1 as defined in this agreement (Total of USD \$180,000)

- USD \$90,000 due in Week 1 of this stage;
- USD \$90,000 due in Week 7 of this stage.

Milestone 3 Payment: Upon completion of Milestone 2 as defined in this agreement (Total of USD \$300,000. Excluding trademark, IP and CE Mark expenses)

- USD \$150,000 due in Week 1 of this stage;
- USD \$150,000 due in Week 9 of this stage.

Milestone 4 Payment: Upon completion of milestone 3 (Total of USD \$400,000. Excluding United States FDA registration expenses)

- USD \$200,000 due in Week 1 of this stage;
- USD \$200,000 is due on or before Week 13 of this stage.

4.2 Qi Diagnostics shall allocate all funds received to advance the Project and make every effort to achieve the goals set forth in the work plan. It is understood that payments made will not be subject to reimbursement from Qi Diagnostics.

4.3 No payments of any nature or expense reimbursements outside of the budget/payment schedule in this Agreement will be valid without mutual consent of both Parties.

5. Ownership of Intellectual Property

- 5.1 The Parties will have global joint ownership of all Intellectual Property arising from the Project.
- 5.2 All jointly created Intellectual Property will be used exclusively for the Project unless otherwise agreed in writing.
- 5.3 Qi Diagnostics shall retain control over all Intellectual Property (IP) developed under this Agreement, including but not limited to rights related to protection, licensing, enforcement, commercialization, transferring and dispute resolution. The Parties agree to act in alignment (“Collaborative Partners”), Q&A agrees to act in accordance with Qi Diagnostics’s decisions regarding the IP.
- 5.4 Q&A’s ownership percentage in the IP shall be calculated as follows upon full payment for each completed milestone:

Milestone	Payment Amount	Ownership Percentage for Q&A
Milestone 1 (Completed)	\$ 120,000	6%
Milestone 2 (Completed)	\$ 180,000	9%
Milestone 3 (Completed)	\$ 300,000	15%
Milestone 4 (Completed)	\$ 400,000	20%
Total	\$ 1,000,000	50%

- Ownership percentages are granted only upon full payment for the corresponding milestone. Partial payments or incomplete milestones do not entitle to the ownership stake.
- 5.5 Third-party investments in the Project will be accommodated if required to fund the development, with ownership shared proportionally based on the investment contributions of Q&A and the third parties. Qi Diagnostics shall maintain no less than 50% ownership stake at all times.
- 5.4 During Phase 4 of this co-development Project, Qi Diagnostics and Q&A will engage in good faith negotiations to form a USA-based Joint Venture (or other acceptable entity formation) established and positioned to assume all USA regulatory and commercial operations required to bring the device to various US markets.

6. Confidentiality

6.1 Definition of Confidential Information: (a) "Confidential Information" means nonpublic information revealed by or through a Party (whether in writing, orally or by another means) (the "Disclosing Party") to another Party (the "Receiving Party") including, without limitation, (i) either the fact that discussions or negotiations are taking place concerning a possible arrangement among the Parties or any of the terms, conditions or other facts with respect to any such possible arrangement, including the status thereof; (ii) information expressly or implicitly marked or disclosed as confidential, including, without limitation, all forms and types of financial, business, scientific, technical, economic, or engineering information including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing; (iii) information traditionally recognized as proprietary trade secrets; and (iv) all copies of any of the foregoing or any analyses, studies or reports that contain, are based on, or reflect any of the foregoing.

6.2 Confidentiality: At all times, the Recipient shall protect and preserve the Confidential Information as confidential, using no less care than that with which it protects and preserves its own highly confidential and proprietary information (but in no event less than a reasonable degree of care), and shall not use the Confidential Information for any purpose except to evaluate a possible business arrangement with the Disclosing Party (the "Limited Purpose"). The Recipient may disclose, distribute or disseminate the Confidential Information to any of its officers, directors, members, managers, partners, employees, agents or other persons (its "Representatives") provided that those Representatives have a need to know and such Representatives are bound by confidentiality obligations at least as restrictive as those contained herein. The Recipient shall not disclose, distribute or disseminate the Confidential Information to any third party without the prior written consent of the Disclosing Party. The Recipient shall at all times remain responsible for any violations of the confidentiality obligations of this Agreement by any of its Representatives.

6.3 Return of Confidential Information: Promptly following the request of the Disclosing Party, the Recipient and its Representatives shall return to the Disclosing Party, or, at the Disclosing Party's option, destroy all materials that are in written, electronic or other tangible form (including, without limitation, all written or printed documents, notes, memoranda, email, computer disks or tapes (whether machine or user readable), or computer memory, whether or not prepared by Recipient) that contain, summarize or abstract any portion of the Confidential Information, including, without limitation, all copies, extracts and derivations of such materials. In addition, upon the request of the Disclosing Party, the Recipient shall certify to the Disclosing Party in writing the Recipient's and its Representatives' compliance with its obligations pursuant to this Section 6.

6.4 Ownership of Confidential Information: The Recipient acknowledges and agrees that, as between the Recipient and the Disclosing Party, the Confidential Information, together with all intellectual property rights embodied therein (including, but not limited to, all patent rights, inventions (whether patentable or not), concepts, ideas, algorithms, formulae, processes, methods, techniques, copyrights, copyrightable works, trade secrets, know-how, and trademarks), are the sole and exclusive property of the Disclosing Party. The Disclosing Party shall retain all right and title to all proprietary rights in the Confidential Information and to any other intellectual property owned or otherwise provided by the Disclosing Party. The Recipient shall not have the right to use the intellectual property rights embodied in the Confidential Information for any purpose other than the Limited Purpose.

6.5 Exclusions from the Definition of "Confidential Information": The term "Confidential Information" does not include information which: (a) is or becomes generally available to the public other than as a result of disclosure by the Recipient or its Representatives (or any person to whom the Recipient or its Representatives disclosed such information); (b) was known by the Recipient prior to its disclosure by the Disclosing Party; (c) was independently developed by Recipient without use of the Confidential Information; or (d) becomes available to the Recipient on a non-confidential basis from a source other than the Disclosing Party, provided that such source is not bound by a confidentiality agreement, confidentiality obligation or fiduciary duty which prohibits disclosure and the Recipient has no reason to believe that such source may be restricted from making such disclosure.

6.6 Compelled Disclosure: In the event the Recipient becomes or may become legally compelled to disclose any Confidential Information (whether by applicable law or regulation, order, deposition, interrogatory, request for documents, subpoena, civil investigative demand or other process or otherwise), the Recipient shall provide to the Disclosing Party prompt prior written notice of such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, or that the Disclosing Party waives compliance with the provisions hereof, the Recipient shall furnish only that portion of the Confidential Information which it is advised by counsel is legally required to be disclosed, and shall use its best efforts to insure that confidential treatment shall be afforded such disclosed portion of the Confidential Information.

6.7 Specific Performance and Injunctive Relief: The Parties acknowledges that in the event of a material breach of the confidentiality provisions of this Agreement by either Party or its Representatives, substantial injury could result to the Disclosing Party and money damages will not be a sufficient remedy for such breach. Therefore, in the event that the Recipient or its Representatives engage in, or threaten to engage in any act which violates any confidentiality provisions of this Agreement, the Disclosing Party shall be entitled, in addition to all other remedies which may be available to it under law, to injunctive relief (including, without limitation, temporary restraining orders, or preliminary or permanent injunctions) and specific enforcement of the terms of this Agreement. The Disclosing Party shall not be required to post a bond or other security in connection with the granting of any such relief.

6.8 No Warranties; No License: The Confidential Information is provided "as is" and the Disclosing Party makes no representations or warranties, express or implied, with respect to the Confidential Information and shall have no liability to the Recipient or any other person or entity for any reliance upon the Confidential Information by the Recipient or such other person or entity. THE DISCLOSING PARTY SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND TO THE RECIPIENT, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND THOSE WARRANTIES ARISING FROM A COURSE OF PERFORMANCE, A COURSE OF DEALING OR TRADE USAGE. Nothing contained herein shall be construed, either expressly or implicitly, to grant to the Recipient any rights to technology or license under any patent, copyright, trademark or other intellectual property right, now or hereinafter in existence, except for the Limited Purpose.

6.9 The obligations of confidentiality shall survive for five (5) years following termination of this Agreement, except for trade secrets, which shall be held in confidence for as long as such information remains a trade secret.

7. Regulatory Compliance

7.1 Clinical testing and validation of the Cannabis Breathalyzer shall occur in cannabis- legalized jurisdictions within the United States.

7.2 Q&A will leverage its regulatory expertise to facilitate the regulatory pathway, clinical trials and approval process as needed in the United States and may potentially extend to Canada, U.K. and European Union.

7.3 The funding and execution for regulatory compliance are excluded from this agreement and requires further negotiation between both parties.

8. Term and Termination

8.1 This Agreement shall commence on the Effective Date and continue until the completion of all Milestones unless terminated earlier.

8.2 Either Party may terminate this Agreement upon the date on which the Parties mutually agree in writing to such termination. In addition, notwithstanding anything in this Agreement to the contrary, either Party may terminate this Agreement for any reason in its sole discretion by providing written notice to the other Party at least thirty (30) calendar days prior to the termination date (the date of termination is referred to herein as the "Termination Date"). Termination under this Section 8.2 shall not relieve either Party of obligations and IP rights accrued prior to termination..

8.3 All provisions of Section 5 (Ownership of Intellectual Property), including ownership percentages, control rights, and obligations, shall survive termination or expiration of this Agreement. Qi Diagnostics retains exclusive control over all Project-related IP, Q&A's ownership stake (if accrued) shall be non-voting and limited to passive financial entitlements.

8.4 Q&A shall cooperate with Qi Diagnostics to execute any documents (e.g., patent assignments, licenses) necessary to formalize any retained IP rights post-termination.

8.5 Upon termination, all Confidential Information must be returned to the Disclosing Party or, at the Disclosing Party's option, destroyed. The Receiving Party must certify in writing that all such materials have been returned or destroyed, including any analyses, summaries, or reports containing Confidential Information, in accordance with the confidentiality provisions outlined in Section 6 of this Agreement.

9. Governing Law

9.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, USA, without regard to its conflict of laws principles.

9.2 Any dispute, controversy, or claim arising out of or relating to this Agreement, including its interpretation, breach, termination, or validity, shall be finally resolved by binding arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) in accordance with the HKIAC Rules in force at the time of the arbitration.

9.3 The illegality, invalidity, or unenforceability of any provision shall not in any manner affect or render illegal, invalid, or unenforceable any other provision of this Agreement. Such provision and this Agreement generally shall be reformed, construed, and enforced so as to most nearly give lawful effect to the intent of the Parties as expressed in this Agreement.

10. Entire Agreement

This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes any and all existing or prior agreements and communications, whether written or oral, relating to the subject matter hereof. No modification of this Agreement shall be effective unless it is in writing and signed by an authorized representative of each Party.

11. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Q&A Distribution LLC.:

By: /s/ Luisa Ingargiola
Name: Luisa Ingargiola
Title: CFO

QI DIAGNOSTICS LIMITED:

By: /s/ Grover Cheung
Name: Grover Cheung
Title: CEO



Avalon GloboCare and Qi Diagnostics Enter into Definitive Agreement to Co-Develop Real-Time Cannabis Breathalyzer for Detecting Potential Impaired Driving

FREEHOLD, N.J., June 26, 2025 (GLOBE NEWSWIRE) – Avalon GloboCare Corp. (“Avalon” or the “Company”) (NASDAQ: ALBT), a developer of precision diagnostic consumer products, today announced that it entered into a definitive agreement with Qi Diagnostics Limited (“Qi Diagnostics”), a nanosensor-based diagnostic technologies company, to co-develop a VOC (volatile organic compound) nanosensor-based point-of-care cannabis breathalyzer.

Through this strategic collaboration, Avalon, Q&A Distribution, LLC, a subsidiary of Avalon, and Qi Diagnostics will jointly design, validate, and develop a prototype for the cannabis breathalyzer device, which is aimed at supporting real-time detection of potential cannabis-impaired driving and enhancing public safety.

“This partnership represents an exciting step in Avalon’s mission to deliver innovative diagnostic solutions that directly impact public health and safety,” said David Jin, M.D., Ph.D., President and Chief Executive Officer of Avalon GloboCare. “By combining Avalon’s regulatory expertise with Qi Diagnostics’ VOC nanosensor technology, we aim to provide a real-time, non-invasive cannabis detection solution that can support law enforcement and workplace safety.”

About Avalon GloboCare Corp.

Avalon GloboCare Corp. (NASDAQ: ALBT) is a developer of precision diagnostic consumer products and the advancement of intellectual property in cellular therapy. Avalon is currently marketing the KetoAir™ breathalyzer device, which is owned and manufactured by Qi Diagnostics Limited, and plans to develop additional diagnostic uses of the breathalyzer technology. The KetoAir™ is registered with the U.S. Food and Drug Administration as a Class I medical device. In addition, Avalon owns and operates commercial real estate. For more information about Avalon, please visit www.avalon-globocare.com.

No Offer or Solicitation

This communication shall not constitute an offer to sell or the solicitation of an offer to buy any securities, or a solicitation of any proxy, consent, authorization, vote or approval, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. No offering of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended (the “Securities Act”).

Additional Information About the Proposed Merger for Investors and Shareholders

This communication relates to the proposed merger (the “proposed Merger”) of Avalon and YOOV Group Holding Limited (“YOOV”). In connection with the proposed Merger, Avalon has filed relevant materials with the U.S. Securities and Exchange Commission (the “SEC”), including a Registration Statement on Form S-4, as amended, that contains a preliminary prospectus and preliminary proxy statement of Avalon (the “proxy statement/prospectus”). This Registration Statement has not yet been declared effective and Avalon has filed or may file other documents regarding the proposed Merger with the SEC. This press release is not a substitute for the proxy statement/prospectus or for any other document that Avalon has filed or may file with the SEC in connection with the proposed Merger. No offering of securities shall be made, except by means of a prospectus meeting the requirements of Section 10 of the Securities Act. INVESTORS AND SECURITY HOLDERS ARE URGED TO READ THE PROXY STATEMENT/PROSPECTUS AND OTHER RELEVANT DOCUMENTS FILED WITH THE SEC, AS WELL AS ANY AMENDMENTS OR SUPPLEMENTS TO THESE DOCUMENTS, CAREFULLY AND IN THEIR ENTIRETY, WHEN THEY BECOME AVAILABLE, BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION THAT STOCKHOLDERS SHOULD CONSIDER BEFORE MAKING ANY DECISION REGARDING THE PROPOSED MERGER. A definitive proxy statement/prospectus will be sent to Avalon’s stockholders. Investors and security holders will be able to obtain these documents (when available) free of charge from the SEC’s website at www.sec.gov. In addition, investors and stockholders should note that Avalon communicates with investors and the public using its website (<https://www.avalon-globocare.com>), the investor relations website (<https://www.avalon-globocare.com/investors>) where anyone will be able to obtain free copies of the proxy statement/prospectus and other documents filed by Avalon with the SEC, and stockholders are urged to read the proxy statement/prospectus and the other relevant materials when they become available before making any voting or investment decision with respect to the proposed Merger.

Participants in the Solicitation

Avalon, YOOV and their respective directors and executive officers and other members of management and employees and certain of their respective significant stockholders may be deemed to be participants in the solicitation of proxies from Avalon and YOOV stockholders in respect of the proposed Merger. Information about Avalon’s directors and executive officers is available in Avalon’s Form 10-K for the fiscal year ended December 31, 2024, which was filed with the SEC on March 31, 2025. Information regarding the persons who may, under the rules of the SEC, be deemed participants in the proxy solicitation and a description of their direct and indirect interests, by security holding or otherwise, has been and will be contained in the proxy statement/prospectus and other relevant materials to be filed with the SEC regarding the proposed Merger when they become available. Investors should read the definitive proxy statement/prospectus carefully when it becomes available before making any voting or investment decisions. You may obtain free copies of these documents from the SEC and Avalon as indicated above.

Forward-Looking Statements

Certain statements contained in this press release are “forward-looking statements” within the meaning of the federal securities laws. Forward-looking statements are made based on our expectations and beliefs concerning future events impacting the Company and therefore involve several risks and uncertainties. You can identify these statements by the fact that they use words such as “will”, “anticipate”, “estimate”, “expect”, “should”, “may”, and other words and terms of similar meaning or use of future dates; however, the absence of these words or similar expressions does not mean that a statement is not forward-looking. Forward-looking statements provide current expectations of future events based on certain assumptions and include any statement that does not directly relate to any historical or current fact, including statements regarding the ability to enter into a definitive agreement, as well as the Company’s commercialization, distribution and sales of its products and the ability to compete with other similar products. Actual results may differ materially from those indicated by such forward-looking statements as a result of various important factors as disclosed in our filings with the Securities and Exchange Commission (the “SEC”), accessible through the SEC’s website (<http://www.sec.gov>), including our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, and Current Reports on Form 8-K filed or furnished with the SEC. In addition to these factors, actual future performance, outcomes, and results may differ materially because of more general factors, including (without limitation) general industry and market conditions and growth rates, economic conditions, and governmental and public policy changes. The forward-looking statements included in this press release represent the Company’s views as of the date of this press release and these views could change. The Company disclaims any obligation to update forward-looking statements. These forward-looking statements should not be relied upon as representing the Company’s views as of any date subsequent to the date of the press release. The contents of any website referenced in this press release are not incorporated by reference herein.

Contact Information:

Avalon GloboCare Corp.
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Freehold, NJ 07728
PR@Avalon-GloboCare.com

Investor Relations:

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