

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): January 21, 2026

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 1.02 Termination of a Material Definitive Agreement.

On January 21, 2026, Avalon GloboCare Corp., a Delaware corporation (“Avalon” or the “Company”), Nexus MergerSub Limited, a wholly owned subsidiary of Avalon organized in the British Virgin Islands (“Merger Sub”), and YOOV Group Holding Limited, a British Virgin Islands company (“YOOV”), entered into a Mutual Termination and Release Agreement (the “Termination Agreement”). The Termination Agreement terminates in its entirety, effective as of January 21, 2026, the Agreement and Plan of Merger dated March 7, 2025, by and among Avalon, Merger Sub and YOOV (the “Merger Agreement”).

Pursuant to the Termination Agreement, the parties mutually agreed that the Merger Agreement is of no further force or effect, except as expressly provided with respect to certain surviving provisions referenced in the Termination Agreement. The parties also agreed to irrevocably waive any termination fee, expense reimbursement or other payment that could have been payable in connection with the Merger Agreement, including any termination fee pursuant to Section 7.06 of the Merger Agreement, and acknowledged that no fee or expense reimbursement is payable by either party to the other.

The Termination Agreement provides for a mutual release of claims by each party (and certain related persons) with respect to any claims arising from or relating to the Merger Agreement, the proposed merger and related negotiations, subject to customary exceptions for rights created by the Termination Agreement, rights under specified surviving provisions of the Merger Agreement, and claims based on fraud or intentional misrepresentation. The Termination Agreement further includes a mutual non-disparagement covenant for a period of three years from the effective date, subject to customary exceptions for truthful testimony, required regulatory communications, and good-faith rebuttals to prior public statements made in breach of such covenant. In addition, the Termination Agreement contains customary indemnification for breach, with reciprocal caps of \$500,000 on indemnifiable losses, except that claims based on fraud or intentional misrepresentation are not subject to such cap.

The Termination Agreement is governed by Delaware law and includes customary jurisdiction, venue, prevailing party fees, and miscellaneous provisions.

The foregoing description of the Termination Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Termination Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Item 7.01. Regulation FD Disclosure.

On January 22, 2026, the Company issued a press release announcing that its subsidiary, Avalon Quantum AI LLC, has filed a U.S. provisional patent application covering systems and methods for evidence-constrained, audience-adaptive generation of automated commentary videos.

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	Mutual Termination and Release Agreement, dated as of January 21, 2026, by and among Avalon GloboCare Corp., Nexus MergerSub Limited and YOOV Group Holding Limited.
99.1	Press release of the Company dated January 22, 2026.
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.

Date: January 22, 2026

By: /s/ Luisa Ingargiola

Name: Luisa Ingargiola

Title: Chief Financial Officer

MUTUAL TERMINATION AND RELEASE AGREEMENT

This Mutual Termination and Release Agreement (this “**Agreement**”), dated as of January 21, 2026 (the “**Effective Date**”), is entered into by and between Avalon GloboCare Corp., a Delaware corporation (“**PubCo**”), Nexus MergerSub Limited, a business company incorporated in the British Virgin Islands and a wholly owned subsidiary of PubCo (“**Merger Sub**”, and together with PubCo, the “**PubCo Entities**”) and YOOV Group Holding Limited, a business company incorporated in the British Virgin Islands (the “**Company**”). Each of the PubCo Entities and the Company are each referred to herein as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, the Parties previously entered into that certain Agreement and Plan of Merger, dated as of March 7, 2025 (the “**Merger Agreement**”), pursuant to which, among other things, a wholly-owned subsidiary of PubCo would merge with and into the Company (the “**Merger**”);

WHEREAS, Section 7.06 of the Merger Agreement provides for the payment of a termination fee by one Party to the other under certain specified circumstances;

WHEREAS, the Parties have mutually agreed to terminate the Merger Agreement and abandon the Merger and the other transactions contemplated thereby; and

WHEREAS, the Parties desire to set forth their mutual agreement with respect to such termination and to provide for a full and final release of claims, subject only to the specific surviving obligations set forth herein.

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

**ARTICLE I
TERMINATION**

1. Termination of Merger Agreement. The Merger Agreement is hereby terminated in its entirety, effective as of the Effective Date, pursuant to Section 7.01 thereof, and shall be of no further force or effect, except as expressly provided in Section 3 of this Agreement. Neither Party (nor any stockholder, officer, director, employees, agent or representative of either Party) shall have any further liability or obligation to the other under the Merger Agreement, except with respect to the obligations expressly stated to survive termination as set forth in this Agreement.

**ARTICLE II
MISCELLANEOUS**

2. Mutual Waiver of Termination Fees; Other Fees and Expenses. Notwithstanding Section 7.06 (Termination Fee) of the Merger Agreement, each Party hereby irrevocably waives any and all rights to receive, and forever discharges the other Party from any obligation to pay, any fee, reimbursement for expenses, or any other payment that is or could become payable in connection with the Merger Agreement, including without limitation, payment of any termination fee due pursuant to Section 7.06 of the Merger Agreement or otherwise payable in connection with its termination. The Parties acknowledge and agree that no fee or expense reimbursement is payable by either Party to or on behalf of the other Party.

3. Surviving Obligations. The following provisions of the Merger Agreement, and any defined terms necessary for their interpretation, are hereby incorporated by reference and shall survive its termination in accordance with their terms:

3.1. Confidentiality: Section 5.03(d) (Confidentiality) shall survive for the period specified therein.

3.3. General Provisions: Article IX (Miscellaneous) shall survive to govern the interpretation of the surviving provisions, provided that Section 9.07 (Notices) shall apply to any notices required or permitted under this Agreement.

3.4. Mutual Non-Disparagement. For a period of three (3) years from the Effective Date, each Party agrees not to, directly or indirectly, and to cause its officers, senior executives and directors not to, make, publish or otherwise disseminate, whether orally or in writing, any statement or communication that disparages, defames or portrays in a negative light the other Party, its business, or its leadership. This provision shall not restrict (a) truthful testimony required by law in any legal or administrative proceeding, (b) communications with governmental or regulatory authorities as required by law, or (c) any good faith rebuttal to a prior public statement by the other Party that is in breach of this Section 3.4.

4. Mutual Release of Claims.

4.1. General Release. Each Party, on behalf of itself and its stockholders, officers, directors, employees, agents, representatives, affiliates, successors and assigns (the “**Releasing Parties**”), hereby fully and irrevocably releases, acquits, and forever discharges the other Party and its past and present affiliates, directors, officers, employees, and agents (the “**Released Parties**”) from any and all claims, demands, actions, causes of action, damages, liabilities, and obligations of any kind, whether known or unknown, suspected or unsuspected, that such Releasing Party ever had, now has, or may have against the Released Parties arising from or relating to the Merger Agreement, the proposed Merger, or the negotiations leading thereto (collectively, the “**Released Claims**”).

4.2. Exceptions to Release. The release in Section 4.1 shall not apply to: (a) any rights or obligations created by this Agreement; (b) any rights under the provisions of the Merger Agreement identified as surviving in Section 3 of this Agreement; or (c) any claim based on **fraud or intentional misrepresentation**.

4.3. Waiver of Unknown Claims. Each Party expressly waives and relinquishes any rights or benefits it may have under any statute or principle of common law that provides that a general release does not extend to claims which the releasing party does not know or suspect to exist.

5. Indemnification for Breach of this Agreement.

5.1. Mutual Obligation. Each Party (the “**Indemnifying Party**”) shall indemnify, defend, and hold harmless the other Party (the “**Indemnified Party**”) from and against any and all losses incurred by the Indemnified Party arising from a material breach of this Agreement by the Indemnifying Party.

5.2. Identical Caps. The aggregate liability of either Party for all claims for indemnification under this Section 5 shall not exceed **Five Hundred Thousand U.S. Dollars (US \$500,000)**, except for claims based on fraud or intentional misrepresentation, for which liability shall be uncapped.

6. Governing Law; Dispute Resolution.

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

6.2. Jurisdiction and Venue. Each Party irrevocably consents to the personal jurisdiction of the state and federal courts located in New Castle County, Delaware, for any action arising from this Agreement.

6.3. Prevailing Party Fees. In any action to enforce this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys’ fees and costs from the non-prevailing Party.

7. Miscellaneous. This Agreement, together with the surviving provisions of the Merger Agreement incorporated herein, constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior discussions. This Agreement may be executed in counterparts, each of which shall be deemed an original. A signed copy delivered by email or other electronic means is effective as an original.

IN WITNESS WHEREOF, the Parties have executed this Mutual Termination and Release Agreement as of the Effective Date.

AVALON GLOBOCARE CORP.

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

NEXUS MERGERSUB LIMITED

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

YOOV GROUP HOLDING LIMITED

By: /s/ Phil Wong
Name: Phil Wong
Title: Chief Executive Officer



Avalon GloboCare's Subsidiary Files AI Patent Targeting Compliance-Ready Automated Video Commentary

Provisional Patent Application Covers Systems and Methods for Evidence-Constrained, Audience-Adaptive Generation of Automated Commentary Videos

FREEHOLD, N.J., January 22, 2026 (GLOBE NEWSWIRE) – Avalon GloboCare Corp. (“Avalon” or the “Company”) (NASDAQ: ALBT), a diversified company focused on the development of precision diagnostic consumer products and generative AI publishing and software, today announced that its subsidiary, Avalon Quantum AI LLC, has filed a U.S. provisional patent application covering a new class of evidence-constrained generative AI systems designed to produce automated video commentary with built-in source traceability and auditability.

The provisional patent application, titled “*Systems and Methods for Evidence-Constrained, Audience-Adaptive Generation of Automated Commentary Videos*” (U.S. Provisional Patent Application No. 63/961,889), was filed on January 16, 2026. The filing describes a proprietary AI architecture intended to address a structural risks in generative media markets: the inability to reliably verify, audit, and defend AI-generated outputs at scale.

Unlike conventional generative video systems, the disclosed technology enforces an evidence-linked generation framework in which every narrative assertion within a rendered video must be explicitly supported by underlying source materials. The system constructs structured evidence graphs from input media, governs script generation through evidence constraints, detects contradictions across sources, and applies uncertainty handling logic to generate balanced or qualified commentary when conflicts arise. Traceability and audit metadata are embedded directly into the final video output, enabling downstream editorial review, compliance validation, and accountability.

“We believe our technology has the potential to reduce hallucination risk while enabling scalable automation in high-value, highly regulated content markets, including financial commentary, news, sports analysis, and brand-sensitive media,” said Meng Li, Avalon’s Interim Chief Executive Officer and Chief Operating Officer. “As AI-generated media becomes increasingly regulated, scrutinized, and monetized, the ability to prove what information was used, where it came from, and how it was presented is rapidly becoming a competitive necessity. This provisional filing reflects our strategy to build AI media infrastructure that is not only scalable and automated, but also verifiable, defensible, and enterprise-ready.”

About Avalon GloboCare Corp.

Avalon GloboCare Corp. (NASDAQ: ALBT) is a diversified company focused on the development of precision diagnostic consumer products, the advancement of intellectual property in cellular therapy, and generative artificial intelligence publishing and software. Avalon is currently marketing the KetoAir™ breathalyzer device 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. The Company also continues to focus on advancing its intellectual property portfolio through existing patent applications. In addition, Avalon owns and operates commercial real estate.

For more information about Avalon, please visit www.avalon-globocare.com. Information on the Company’s website does not constitute a part of and is not incorporated by reference into this press release.

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 product’s 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 SEC, accessible through the SEC’s website (<http://www.sec.gov>), including our most recent 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.

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