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 1, 2026**

AVALON GLOBOCARE CORP.
(Exact name of registrant as specified in its charter)

Delaware	**001-38728**	**47-1685128**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification Number)

4400 Route 9 South, Suite 3100, Freehold, NJ 07728
(Address of principal executive offices, including zip code)

(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:

☐ 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 Stock Market LLC

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 1, 2026 (the "Dune Issue Date"), Avalon Globocare Corp. (the "Company") issued promissory note to Dune Equity Holdings LLC ("Dune") in the principal amount of $250,000 (inclusive of a $50,000 original issuance discount) (the "Dune Note") for gross proceeds of $200,000. The Company intends to use the net proceeds of the Dune Note for working capital and general corporate purposes.

The Dune Note matures on December 1, 20256 and has a one-time interest charge equal to 18.75% of the principal amount, or $46,875,000, payable in cash. Any principal or accrued but unpaid interest on the Dune Note which is not paid when due shall accrue interest at a rate of 10% per annum (the "Default Interest"). The principal amount of the Dune Note together with accrued but unpaid interest shall be paid as follows: (i) $62,500 shall be paid on each of September 1, 2026, October 1, 2026 and November 1, 2026 and (ii) the total remaining balance of the Dune Note shall be paid on December 1, 2026.

The Company granted Dune a "most-favored nations" provision with respect to the issuance of any debt that is not convertible into common stock of the Company (or amends any non-convertible debt that was issued before the Issue Date). In addition, the Company agreed to use 25% of the net proceeds from an issuance of equity or debt or sale of assets to repay amounts outstanding under the Dune Note.

In connection with the issuance of the Dune Note, on June 1, 2026 the Company entered into a side letter (the "Sde Letter") with Dune under which it granted Hudson Global Ventures, LLC., a three day right of first refusal on any Equity Line of Credit transaction for a 18-month period following execution of the Side Letter..

On June 2, 2026 (the "FirstFire Issue Date"), the Company issued promissory note to FirstFire Global Opportunities Fund, LLC ("FirstFire") in the principal amount of $250,000 (inclusive of a $50,000 original issuance discount) (the "FirstFire Note") for gross proceeds of $200,000 on the same terms and conditions of the Dune Note described above. The Company intends to use the net proceeds of the FirstFire Note for working capital and general corporate purposes.

The foregoing description of the Dune Note and the FirstFire Note are not complete and are qualified in their entirety by reference to the full text of the form of Note, a copy of which is filed as Exhibit 10.1, to this report and is incorporated by reference herein. The foregoing description of the Side Letter is not complete and are qualified in their entirety by reference to the full text of the Side Letter, a copy of which is filed as Exhibit 10.2, to this report and is incorporated by reference herein.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth under Item 1.01 relating to the issuance of the Note is incorporated by reference into this Item 2.03.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On June 3, 2026, the board of directors of Avalon GloboCare Corp. (the "Company") appointed Luisa Ingargiola as the Company's Chief Strategy Officer, and Sam Knipper as the Company's Chief Financial Officer, in each case, effective June 3, 2026 (the "Effective Date"). Ms. Ingargiola currently serves as the Company's Chief Financial Officer and will continue to serve in such capacity until the Effective Date. Mr. Knipper will serve as the Company's principal financial and accounting officer effective as of the Effective Date.

Ms. Ingargiola, age 58, has served as the Company's Chief Financial Officer since February 2017. Ms. Ingargiola's biographical information is in the Company's definitive proxy statement on Schedule 14A filed with the Securities and Exchange Commission on April 17, 2026, which is incorporated herein by reference.

Mr. Knipper, age 31, has served as the Company's Chief Financial Officer since June 3, 2026. Since October 2023, Mr. Knipper has served as an SEC Reporting Manager at Brio Financial Group, where he provides outsourced CFO and financial reporting services to both public and private companies, including for an AI company since October 2024. In this role, he advises several Special Purpose Acquisition Companies (SPACs) on SEC compliance and reporting matters, overseeing the preparation of registration statements, quarterly and annual reports, and other public company filings. From July 2021 through October 2023, Mr. Knipper was a Senior Associate at Calabrese Consulting, where he provided outsourced CFO services to SPACs and emerging companies. He managed financial reporting processes, maintained accounting records, coordinated with auditors and legal counsel, and supported clients through quarterly and annual reporting cycles. From November 2020 through May 2021, Mr. Knipper served as an SEC Reporting Associate at Cantor Fitzgerald, where he was responsible for preparing and analyzing financial statements and supporting the company's annual and quarterly reporting processes and from October 2017 through November 2020, Mr. Knipper worked at KPMG, most recently in the role of Senior Audit Associate and led audit engagements for both public and private companies in the banking, capital markets, and automotive leasing sectors. Mr. Knipper holds a Bachelor of Science in Business Administration and Accounting and a Master of Accountancy from Rider University.

There is no arrangement or understanding between Mr. Knipper and any other person, other than the Company's directors or officers acting solely in their capacity as such, pursuant to which he was selected as an officer or director of the Company. Mr. Knipper is not related by blood, marriage or adoption to any director, executive officer or person nominated or chosen by the Company to become a director or executive officer. The Company is not aware of any transaction, or currently proposed transaction, in which the Company was or is to be a participant and in which Mr. Knipper or any member of his immediate family, had or will have a direct or indirect material interest that would be required to be reported under Item 404(a) of Regulation S-K.

In connection with her appointment as the Company's Chief Strategy Officer, the Company entered into an Executive Retention Agreement with Ms. Ingargiola on 3, 2026. The following is a brief description of certain terms of that agreement:

Ms. Ingargiola will receive an annual base salary of $230,000, subject to periodic review and adjustment by the Company's board of directors or compensation committee.

She will be eligible (a) for an annual performance bonus of up to 100% of her base salary, as well as discretionary bonuses as determined by the Company's board of directors or compensation committee, (b) to receive a one-time special bonus equal to 100% of her base salary upon approval by the Company's stockholders of the issuance of shares of the Company's common stock upon conversion of the Company's Series E Preferred Stock issued in connection with the acquisition of RPM Interactive, Inc. that was completed in December 2025, and (c) to receive a one-time bonus equal to 100% of her base salary upon the consummation of a change of control of the Company.

Upon stockholder approval of the Avalon GloboCare Corp. 2026 Stock Incentive Plan (the "2026 Plan"), Ms. Ingargiola will be granted (i) a stock option to purchase 500,000 shares of the Company's common stock, fully vested upon grant (the "Initial Grant"), and (ii) a stock option to purchase 250,000 shares of the Company's common stock, vesting monthly in equal installments over 12 months, subject to continued employment (the "Second Grant"). Both grants will have an exercise price equal to the closing price of the Company's common stock on the date of grant, a five-year term, and will be exercisable during such term regardless of whether Ms. Ingargiola is employed by the Company at the time of exercise. In the event the Company's stockholders do not approve the 2026 Plan (or another equity incentive plan) within 12 months of the Effective Date, the Initial Grant will be made under the Avalon GloboCare Corp. 2020 Stock Incentive Plan, and, in lieu of the Second Grant, Ms. Ingargiola will be paid an amount in cash to be mutually agreed upon by her and the Company.

In the event her employment with the Company terminates for any reason, including death or disability, Ms. Ingargiola will be entitled to be paid all salary and accrued vacation earned through the date of termination and a lump sum payment of any actual bonus to the extent that all the conditions for payment of such bonus were satisfied and any such bonus was earned and is unpaid on the date of termination.

If the event of a Termination Upon Change of Control (as described below), Ms. Ingargiola will also be entitled to: (a) a cash severance payment equal to 12 months of her base salary, payable in installments; (b) a lump sum payment equal to 100% of any earned but unpaid bonus for the prior year and a pro-rated target bonus for the year of termination; (c) full acceleration of vesting and exercisability of all outstanding equity awards, with the exercise period for stock options extended through the end of the applicable option term; (d) company-paid COBRA health insurance coverage for 12 months; and (e) continued indemnification and D&O insurance coverage for not less than 24 months following termination. In the event her employment is terminated by the Company without cause or if she resigns for good reason, Ms. Ingargiola will be entitled to the same benefits described above except the termination of employment or resignation must occur after the expiration of three months after the Effective Date and the company-paid COBRA health insurance coverage will be provided only if the termination of employment or resignation occurs after the expiration of six months after the Effective Date. A Termination Upon Change of Control is generally defined as either (i) the termination of the executive's employment by the Company without cause during the period commencing on or after the date that the Company first publicly announces a definitive agreement that results in a change of control of the Company (even though still subject to approval by the Company's stockholders and other conditions and contingencies, but provided that the change of control actually occurs) and ending on the date which is 12 months following the change of control, or (ii) the resignation by the executive for good reason where (y) such good reason occurs during the period commencing on or after the date that the Company first publicly announces a definitive agreement that results in a change of control (even though still subject to approval by the Company's stockholders and other conditions and contingencies, but provided that the change of control actually occurs) and ending on the date which is 12 months following the change of control, and (z) such resignation occurs at or after such change of control and in any event within six months following the occurrence of such good reason. The severance payments and benefits are conditioned on Ms. Ingargiola executing and delivering a release of claims in favor of the Company.

All compensation paid or payable to Ms. Ingargiola under her Executive Retention Agreement will be subject to any clawback, recoupment or similar policy that the Company may adopt from time to time.

The foregoing description of the Executive Retention Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of such agreement, a copy of which is filed as an exhibit to this report and is incorporated herein by reference. In connection with the Executive Retention Agreement, Ms. Ingargiola entered into the Company's standard form of indemnification agreement, a copy of which is filed as an exhibit to this report and is incorporated herein by reference.

In connection with Mr. Knipper's appointment as the Company's Chief Financial Officer, the Company entered into an agreement with Brio Financial Group ("Brio") and a consulting agreement with Mr. Knipper. Mr. Knipper is employed by Brio and he will serve as the Company's Chief Financial Officer for so long as the agreement between the Company and Brio is in effect. The Company may terminate that agreement at any time. The Company will pay Brio a fixed monthly payment of $10,000. Brio will compensate Mr. Knipper for the services he provides to the Company.

Neither Ms. Ingargiola nor Mr. Knipper has a family relationship with any directors or executive officers of the Company, nor are there any arrangements or understandings between either Ms. Ingargiola or Mr. Knipper and any other persons pursuant to which they were selected as an officer of the Company except as described in the paragraph above with respect to Mr. Knipper. There are no current or proposed related party transactions between Ms. Ingargiola or Mr. Knipper, on the one hand, and the Company, on the other, or any transactions involving a member of either of their immediate families, that would require disclosure under Item 404(a) of Regulation S-K.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description of Exhibit
10.1	Form of Note
10.2	Side Letter
10.3	Executive Retention Agreement dated June 3, 2026 between Avalon GloboCare Corp. and Luisa Ingargiola
10.4	Form of Indemnification Agreement
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 4, 2026

By: */s/ Luisa Ingargiola*
Name: Luisa Ingargiola
Title: Chief Strategy Officer

Exhibit 10.1

THE ISSUE PRICE OF THIS NOTE IS $250,000.00
THE ORIGINAL ISSUE DISCOUNT IS $50,000.00

Principal Amount: $250,000.00 **Issue Date: June __, 2026**
Purchase Price: $200,000.00

PROMISSORY NOTE

FOR VALUE RECEIVED, **AVALON GLOBOCARE CORP.** , a Delaware corporation (hereinafter called the "Borrower"), hereby promises to pay to the order of _____, a Delaware limited liability company, or registered assigns (the "Holder") the sum of $250,000.00 together with any interest as set forth herein, on December 1, 2026 (the "Maturity Date"), and to pay interest on the unpaid principal balance hereof from the date hereof (the "Issue Date") as set forth herein. This Note may not be prepaid in whole or in part except as otherwise explicitly set forth herein. Any amount of principal or interest on this Note which is not paid when due shall bear interest at the rate of ten percent (10%) per annum from the due date thereof until the same is paid ("Default Interest"). All payments due hereunder shall be made in lawful money of the United States of America. All payments shall be made at such address as the Holder shall hereafter give to the Borrower by written notice made in accordance with the provisions of this Note. Holder shall withhold $5,000.00 from the Purchase Price to cover the Holder's legal fees in connection with the transactions contemplated by this Note.

This Note is free from all taxes, liens, claims and encumbrances with respect to the issue thereof and shall not be subject to preemptive rights or other similar rights of shareholders of the Borrower and will not impose personal liability upon the holder thereof.

The following terms shall also apply to this Note:

ARTICLE I. GENERAL TERMS

1.1 Interest. A one-time interest charge of 18.75% (the "Interest Rate") shall be applied on the Issuance Date to the principal amount ($250,000.00 * 18.75%) = $46,875.00). Interest hereunder shall be paid as set forth herein to the Holder or its assignee in whose name this Note is registered on the records of the Borrower regarding registration and transfers of Notes in cash.

1.2 Mandatory Amortization Payments. Accrued, unpaid interest and outstanding principal, subject to adjustment and the provisions of this Note, shall be paid in four (4) payments as follows (each an "Amortization Payment"):

Payment Date	Amount of Payment
September 1, 2026	$62,500.00
October 1, 2026	$62,500.00
November 1, 2026	$62,500.00
December 1, 2026	The total remaining balance of the Note

The Borrower shall have a five (5) day grace period with respect to each Amortization Payment (each a "Grace Period"). The Borrower has right to prepay in full at any time with no prepayment penalty. All payments shall be made by bank wire transfer to the Holder's wire instructions, attached hereto as Exhibit A. For the avoidance of doubt, the Borrower's failure to pay an Amortization Payment before the end of the respective Grace Period for such Amortization Payment shall be considered an Event of Default under this Note.

1.3 Terms of Future Financings. So long as this Note is outstanding, upon any issuance by the Borrower of any debt that is not convertible into common stock, par value $0.0001 per share, of the Borrower (the "Non-Convertible Debt"), or amendment to a Non-Convertible Debt that was originally issued before the Issue Date, with any term that the Holder reasonably believes is more favorable to the holder of such Non-Convertible Debt or with a term in favor of the holder of such Non-Convertible Debt that the Holder reasonably believes was not similarly provided to the Holder in this Note (even if the holder of such other Non-Convertible Debt does not receive the benefit of such more favorable term until a default occurs under such other Non-Convertible Debt), then (i) the Borrower shall notify the Holder of such additional or more favorable term within one (1) business day of the issuance and/or amendment (as applicable) of the respective Non-Convertible Debt, and (ii) such term, at Holder's option, shall become a part of the transaction documents with the Holder (regardless of whether the Borrower complied with the notification provision of this Section 1.3). The types of terms contained in another Non-Convertible Debt that may be more favorable to the holder thereof include, but are not limited to, terms addressing prepayment rate, interest rates, and original issue discounts.

1.4 Repayment from Proceeds. If, at any time on or after the Issue Date of this Note, and prior to the full repayment or full conversion of all amounts owed under this Note, the Borrower or any of the Borrower's subsidiaries (the "Subsidiaries") receives cash proceeds from the issuance of equity or debt or the sale of assets (including but not limited to real property) by the Borrower or any of the Borrower's Subsidiaries, the Borrower shall, within one (1) business day of Borrower's or the Subsidiaries' receipt of such proceeds, inform the Holder of or publicly disclose such receipt, following which the Holder shall have the right in its sole discretion to require the Borrower or the Subsidiaries to immediately apply up to 25% of such proceeds (net of outstanding legal fees of the Borrower, underwriter or broker-dealer expense and legal fee reimbursements, outstanding auditor fees of the Borrower, outstanding transfer agent fees of the Borrower, and fees of the SEC and FINRA in connection with such transaction, in each case if applicable) to repay all or any portion of the outstanding Principal Amount and interest (including any Default Interest) then due under this Note. Failure of the Borrower to comply with this provision shall constitute an Event of Default.

ARTICLE II. EVENTS OF DEFAULT

If any of the following events of default (each, an "Event of Default") shall occur:

2.1 Failure to Pay Principal and Interest. The Borrower fails to pay the principal and/or interest when due on this Note, whether at maturity, upon acceleration, pursuant to Section 1.2 of this Note, or otherwise and such breach continues for a period of five (5) days after written notice from the Holder.

2.2 Receiver or Trustee. The Borrower or any subsidiary of the Borrower shall make an assignment for the benefit of creditors, or apply for or consent to the appointment of a receiver or trustee for it or for a substantial part of its property or business, or such a receiver or trustee shall otherwise be appointed.

2.3 Bankruptcy. Bankruptcy, insolvency, reorganization or liquidation proceedings or other proceedings, voluntary or involuntary, for relief under any bankruptcy law or any law for the relief of debtors shall be instituted by or against the Borrower or any subsidiary of the Borrower.

2.4 Liquidation. Any dissolution, liquidation, or winding up of Borrower or any substantial portion of its business.

2.5 Cessation of Operations. Any cessation of operations by Borrower or Borrower admits it is otherwise generally unable to pay its debts as such debts become due, provided, however, that any disclosure of the Borrower's ability to continue as a "going concern" shall not be an admission that the Borrower cannot pay its debts as they become due.

2.6 Reserved.

2.7 Breach of Covenants. The Borrower breaches any material covenant or other material term or condition contained in this Note or any collateral documents entered into between Borrower and Holder in connection with this Note, and such breach continues for a period of five (5) calendar days after written notice thereof to the Borrower from the Holder.

2.8 Delisting of Common Stock. The Borrower shall fail to maintain the listing of its common stock on the Nasdaq Capital Market.

ARTICLE III. MISCELLANEOUS

3.1 Failure or Indulgence Not Waiver. No failure or delay on the part of the Holder in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privileges. All rights and remedies existing hereunder are cumulative to, and not exclusive of, any rights or remedies otherwise available.

3.2 Notices. All notices, demands, requests, consents, approvals, and other communications required or permitted hereunder shall be in writing and, unless otherwise specified herein, shall be (i) personally served, (ii) deposited in the mail, registered or certified, return receipt requested, postage prepaid, (iii) delivered by reputable air courier service with charges prepaid, or (iv) transmitted by hand delivery, telegram, or electronic mail, addressed as set forth below or to such other address as such party shall have specified most recently by written notice. Any notice or other communication required or permitted to be given hereunder shall be deemed effective (a) upon hand delivery or delivery by electronic mail, at the address or number designated below (if delivered on a business day during normal business hours where such notice is to be received), or the first business day following such delivery (if delivered other than on a business day during normal business hours where such notice is to be received) or (b) on the second business day following the date of mailing by express courier service, fully prepaid, addressed to such address, or upon actual receipt of such mailing, whichever shall first occur. The addresses for such communications shall be:

If to the Borrower, to:

AVALON GLOBOCARE CORP.
4400 Route 9 South, Suite 3100
Freehold, NJ 07728
Attn: Luisa Ingargiola, Chief Financial Officer
Email: luisa@avalon-globocare.com

If to the Holder:

[Name]
[Address]
[Email]

3.3 Amendments. This Note and any provision hereof may only be amended by an instrument in writing signed by the Borrower and the Holder. The term "Note" and all reference thereto, as used throughout this instrument, shall mean this instrument as originally executed, or if later amended or supplemented, then as so amended or supplemented.

3.4 Assignability. This Note shall be binding upon the Borrower and its successors and assigns, and shall inure to be the benefit of the Holder and its successors and assigns. Each transferee of this Note must be an "accredited investor" (as defined in Rule 501(a) of the Securities and Exchange Commission). Notwithstanding anything in this Note to the contrary, this Note may be pledged as collateral in connection with a bona fide margin account or other lending arrangement; and may be assigned by the Holder without the consent of the Borrower.

3.5 Cost of Collection. If default is made in the payment of this Note, the Borrower shall pay the Holder hereof costs of collection, including reasonable attorneys' fees.

3.6 Governing Law. This Note shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflicts of laws. Any action brought by either party against the other concerning the transactions contemplated by this Note shall be brought only in the federal courts sitting in the State of Delaware. The parties to this Note hereby irrevocably waive any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any objection or defense based on lack of jurisdiction or venue or based upon *forum non conveniens*. The Borrower and Holder waive trial by jury. In the event that any provision of this Note or any other agreement delivered in connection herewith is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any such provision which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision hereof or any agreement delivered in connection herewith. Each party hereby irrevocably waives personal service of process and consents to process being served in any suit, action or proceeding in connection with this Note, any agreement or any other document delivered in connection with this Note by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Note and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law.

IN WITNESS WHEREOF, Borrower has caused this Note to be signed in its name by its duly authorized officer this on June __, 2026

AVALON GLOBOCARE CORP.

By: _____
Luisa Ingargiola
Chief Financial Officer

EXHIBIT A – WIRE INSTRUCTIONS

Account Name:	Avalon Globocare Corp.
Beneficiary Address:	736 Harbor Palms Ct., Palm Harbor FL 34683
Account Number:	381044509532
Routing Number:	026009593
Bank Name:	Bank of America
Bank Address:	222 Broadway, New York, NY 10038

Exhibit 10.2

SIDE LETTER

THIS SIDE LETTER (the "Letter") is entered into as of June 1, 2026 (the "Effective Date"), by and between AVALON GLOBOCARE CORP., a Delaware corporation (the "Company") and Dune Equity Holdings LLC, a Delaware limited liability company (the "Holder", and collectively with the Company, the "Parties").

BACKGROUND

A. The Parties are the parties to that certain promissory note dated on or around the Effective Date (as amended from time to time, the "Note"); and

B. The Parties desire to enter into this Letter in connection with the execution of the Note.

NOW THEREFORE, in consideration of the execution and delivery of the Letter and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. During the period beginning on the date of this Letter and continuing until through the date that is eighteen (18) calendar months from the date of this Letter, the Company covenants and agrees that it will not, without the prior written consent of the Holder, enter into any Equity Line of Credit (as defined in this Letter) with any party except Hudson (as defined in this Letter), unless the Company first provides Hudson with (i) a summary of the material terms (the "Notice") of the proposed or intended Equity Line of Credit (the "Proposed Transaction") and (ii) a three (3) business day period for Hudson to elect to enter into such Proposed Transaction with the Company. If Hudson does not elect to enter into such Proposed Transaction within the respective three (3) business day period, then the Company shall be entitled to enter into such Proposed Transaction with the original counterparty. In addition, if Company does not enter into such Proposed Transaction with the other party within sixty (60) calendar days of the delivery of the Notice, then the Company shall be required to resubmit the respective Proposed Transaction to Hudson pursuant to the procedure in this Section 1 of this Letter prior to entering into such respective Proposed Transaction with the other party. "Equity Line of Credit" shall mean any transaction involving a written agreement between the Company and an investor or underwriter whereby the Company has the right to "put" its securities to the investor or underwriter over an agreed period of time and at an agreed price or price formula. "Hudson" shall mean Hudson Global Ventures, LLC, a Nevada limited liability company.

2. This Letter shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflicts of laws. Any action brought by either party against the other concerning the transactions contemplated by this Letter shall be brought only in the federal courts sitting in the State of Delaware. The Parties to this Letter hereby irrevocably waive any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any objection or defense based on lack of jurisdiction or venue or based upon forum non conveniens. The Parties waive trial by jury. In the event that any provision of this Letter or any other agreement delivered in connection herewith is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any such provision which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision hereof or any agreement delivered in connection herewith. Each party hereby irrevocably waives personal service of process and consents to process being served in any suit, action or proceeding in connection with this Letter, any agreement or any other document delivered in connection with this Letter by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it on the signature page to this Letter and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Letter as of the Effective Date.

AVALON GLOBOCARE CORP.

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

Address for Notices:

4400 Route 9 South, Suite 3100
Freehold, NJ 07728
Attn: Luisa Ingargiola, Chief Financial Officer
Email: luisa@avalon-globocare.com

DUNE EQUITY HOLDINGS LLC

By /s/ Seth Ahdoot
Name: Seth Ahdoot
Title: Member

Address for Notices:

641 Lexington Avenue, 17th Floor
New York, NY 10022
Email: info@hudsonventuresllc.com

Exhibit 10.3

EXECUTIVE RETENTION AGREEMENT

This Executive Retention Agreement (the "***Agreement***") is made and entered into as of June 3, 2026 by and between AVALON GLOBOCARE CORP., a Delaware corporation (the "***Company***"), and Luisa Ingargiola (the "***Executive***") and is effective as of June 3, 2026 (the "***Effective Date***").

Recitals:

WHEREAS, the Executive is a key employee of the Company who possesses valuable proprietary knowledge of the Company, its business and operations and the markets in which the Company competes, and is expected to be dedicated to the success of the Company; and

WHEREAS, the Company and the Executive desire to enter into this Agreement to set forth the Executive's duties and compensation and to provide specified compensation and benefits to the Executive in the event of a termination of employment.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. PURPOSE AND TERM; DUTIES

1.1 Either the Executive or Company may terminate the Executive's employment with the Company at any time for any reason or no reason, with or without notice. The term of this Agreement shall be the period from the Effective Date until Executive's employment is terminated for any reason or this Agreement is terminated by mutual agreement of the parties.

1.2 The Executive's job title will be CHIEF STRATEGIC OFFICER. Executive and her duties and responsibilities will include the following:

(a) Manage all capital markets activities including investor relations and capital raising

(b) Provide main interface between the Board of Directors and Management

(c) Manage all strategic developments, mergers and acquisitions

(d) Provide support to the Chief Financial Officer as needed

The Executive will report to the Chief Executive Officer and will work remotely from Florida. As part of Executive's duties, Executive will be asked to travel as reasonably required.

1.3 The Executive is entitled to four (4) weeks of vacation which will accrue on a pro-rata basis during the year, in addition to all public holidays when the Company's office is closed. Executive will be eligible to participate in all employee benefit plans established by the Company for similarly situated employees from time to time. In accordance with Company policies from time to time, the Company will reimburse Executive for all reasonable and proper travel and business expenses incurred in connection with the performance of Executive's duties.

1.4 Executive shall be permitted to engage in other employment, consulting, board membership, advisory or other business roles. Any such outside role must not (i) interfere with, or reasonably be expected to interfere with, the Executive's ability to fully and faithfully discharge her responsibilities to the Company, (ii) involve any entity that competes with, or is reasonably likely to compete with, the Company or any of its affiliates, or (iii) create, or give rise to the appearance of, a conflict of interest with the Company.

2. COMPENSATION AND TERMINATION GENERALLY

2.1 Compensation.

2.1.1 Annual Salary. The Executive's base salary will be $230,000 per annum, subject to periodic review and modification by the Board or the Compensation Committee of the Board (references herein to the Compensation Committee shall include reference to the Board if no such committee exists at any time) at such time or times as it shall determine. The Compensation Committee shall also from time to time, in its discretion, determine the type and amount of other forms of compensation for Executive's service with the Company (including, without limitation, stock options or other forms of equity awards). Any accrued and unpaid salary owed to the Executive in respect of her previous role as the Company's Chief Financial Officer will remain due and payable.

2.1.2 Bonuses. Executive will be eligible for bonuses up to 100% of Executive's base salary based on achievement of performance milestones, which shall be mutually determined with the Chief Executive Officer and Board annually. In addition, Executive shall also be eligible for one or more discretionary bonuses as determined by the Board or the Compensation Committee. Any accrued and unpaid bonus owed to the Executive in respect of her previous role as the Company's Chief Financial Officer will remain due and payable.

2.1.3 Change of Control Bonus. Executive will be eligible to receive an amount equal to 100% of Executive's base salary, which shall be payable upon the consummation of a transaction resulting in a Change of Control (as defined below); provided, further, however, that under no circumstances is the Executive eligible to receive more than one payment under this Section 2.1.3, and Executive must be employed with the Company through the consummation of the transaction resulting in the Change of Control. Such payments are payable regardless of whether Executive's employment is terminated.

2.1.4 Special Bonus. Upon stockholder approval of the conversion of the Company's Series E Preferred Stock into shares of the Company's common stock in accordance with Nasdaq Listing Rules, Executive shall receive a bonus equal to 100% of her base salary; provided, however, that Executive must be employed with the Company through the date of such stockholder approval.

2.2 Options.

2.2.1 The Executive will be granted a stock option to purchase 500,000 shares of the Company's common stock, which will be fully vested upon grant (the "***Initial Grant***"). In addition, the Executive will be granted a stock option to purchase 250,000 shares of the Company's common stock, which will vest monthly in equal installments over the 12-month period following the date of grant, subject to continued employment on the applicable vesting date (the "***Second Grant***"). Both the Initial Grant and the Second Grant will (a) be granted on the date the Company's stockholders approve Avalon GloboCare Corp. 2026 Stock Incentive Plan (the "2026 Plan"), (b) have an exercise price equal to the closing price of the Company's common stock on the date of grant, (c) have a term of five years, and (d) will be exercisable, to the extent vested, during such five year term regardless of whether the Executive is employed by the Company at the time of exercise. The Executive hereby acknowledges that, in the event the Company effects one or more stock splits following the grant of any stock option to the Executive, the number of shares of common stock subject to such stock option and the exercise price thereof shall be proportionately adjusted in accordance with the ratio of such stock split. In the event the Company's stockholders do not approve the 2026 Plan (or another equity incentive plan) within 12 months of the Effective Date, the Initial Grant shall be made under the Avalon GloboCare Corp. 2020 Stock Incentive Plan, and, in lieu of the Second Grant, the Executive shall be paid an amount in cash to be mutually agreed upon by the Company and the Executive.

2.2.2 The Executive may be eligible for additional equity awards, subject to Executive's continued employment and satisfactory job performance, which may be made from time to time, by the Board, on the same terms as other executive employees of the Company.

2.2.3 All equity awards granted to the Executive shall be subject to the terms and conditions of the equity incentive plan under which such award is granted.

2.3 Termination of Employment Generally. In the event the Executive's employment with the Company terminates for any reason whatsoever, including death or disability, the Executive shall be entitled to the benefits described in this Section 2.3.

2.3.1 Accrued Salary and Vacation. All salary and accrued vacation earned through the Termination Date shall be paid to Executive on such date.

2.3.2 Accrued Bonus Payment. The Executive shall receive a lump sum payment of any actual bonus to the extent that all the conditions for payment of such bonus have been satisfied and any such bonus was earned and is unpaid on the Termination Date. For the avoidance of doubt, the Change of Control Bonus described in Section 2.1.3 shall not constitute an "actual bonus" for purposes of this Section 2.3.2.

2.3.3 Expense Reimbursement. Within ten (10) days following submission to the Company of proper expense reports by the Executive, the Company shall reimburse the Executive for all expenses incurred by the Executive, consistent with the Company's expense reimbursement policy in effect prior to the incurring of each such expense, in connection with the business of the Company prior to the Termination Date.

2.3.4 Equity Compensation. Subject to Section 2.2.1, the period during which the Executive may exercise any rights ("***Exercise Period***") under any outstanding stock options and shares of restricted stock (or any other equity award, including, without limitation, stock appreciation rights and restricted stock units) granted to the Executive under any equity incentive plan or agreement (the "***Company Plans***") shall be governed under the terms of the applicable Company Plan, but in no event shall the exercise period of any stock option be less than the term of the stock option.

3. TERMINATION UPON CHANGE OF CONTROL

3.1 Severance Payment. In the event of the Executive's Termination Upon Change of Control, the Executive shall be entitled to receive an amount equal to the amount set forth in Section 4.1 which shall be paid according to the following schedule: (i) a lump sum payment equal to one-half of such amount shall be payable within ten (10) days following the Termination Date, and (ii) one-third of the balance of such amount shall be payable within ten (10) days of each of the three-month, six-month and nine-month anniversaries of the Termination Date (and in each case no interest shall accrue on such amount); provided, however, that if Section 409A of the Code would otherwise apply to such cash severance payment, it instead shall be paid at such time as permitted by Section 409A of the Code. In addition to the foregoing severance payment, in the event of the Executive's Termination Upon Change of Control, the Executive shall be entitled to receive, within ten (10) days following the Termination Upon Change of Control, a lump sum payment equal to one hundred percent (100%) of (a) any actual bonus amount earned with respect to a previous year to the extent that all the conditions for payment of such bonus have been satisfied (excluding any requirement to be in employment with the Company as of a given date which is after the Termination Date) and any such bonus was earned but is unpaid on the Termination Date; and (b) the target bonus then in effect for the Executive for the year in which such termination occurs, such payment to be prorated to reflect the full number of months the Executive remained in the employ of the Company; provided, however, that if Section 409A of the Code would otherwise apply to such cash payment, it instead shall be paid at such time as permitted by Section 409A of the Code. To illustrate, if the Executive's target bonus at 100% equals $120,000 for the calendar year and the Executive is terminated on October 15th, then the foregoing payment shall equal $100,000 (i.e., ten (10) months' prorated bonus at one hundred percent (100%) with October counting as a full month worked).

Notwithstanding anything to the contrary herein, in the event the Executive is or becomes eligible to receive a payment under Section 2.1.3, the aggregate amounts payable under this Section 3.1 shall be reduced on a dollar-for-dollar basis by the amount paid or payable to the Executive under Section 2.1.3, and to the extent any such payment under Section 2.1.3 has not yet been made as of the applicable payment date under this Section 3.1, the Company shall be entitled to withhold and offset such amount against the payments otherwise due hereunder. For the avoidance of doubt, the foregoing reduction shall apply regardless of whether the payment under Section 2.1.3 is made by the Company or any Successor.

3.2 Equity Compensation Acceleration. Upon the Executive's Termination Upon Change of Control, the vesting and exercisability of all then outstanding stock options and shares of restricted stock (or any other equity award, including, without limitation, stock appreciation rights and restricted stock units) granted to the Executive under any Company Plans (including the Initial Grant and the Second Grant) shall be accelerated as to 100% of the shares subject to any such equity awards granted to the Executive. For the avoidance of doubt, equity awards that are already fully vested as of the date of such Termination Upon Change of Control (including the Initial Grant) shall not give rise to any additional acceleration entitlements or benefits beyond those expressly set forth herein. In addition, the Exercise Period, under the Company Plans for the purposes of the Executive's stock options granted under the Company Plans shall be extended so as to expire on the last day of the term applicable to such stock option, as measured from the date of Termination Upon Change of Control. For the avoidance of doubt, the acceleration of the vesting and exercisability of equity awards described in this Section 3.2 shall apply equally in the event of the Executive's Involuntary Termination, as set forth in Section 4.2.

3.3 COBRA. If the Executive timely elects coverage under the Consolidated Budget Reconciliation Act of 1985, as amended ("***COBRA***"), the Company shall continue to provide to the Executive, at the Company's expense, the Company's health-related employee insurance coverage for the employee only as in effect immediately prior to the Executive's Termination Upon Change of Control for a period of twelve (12) months following such Termination Upon Change of Control. The date of the "qualifying event" for the Executive and any dependents shall be the Termination Date.

3.4 Indemnification. The Company shall maintain a directors' and officers' insurance policy, or an equivalent thereto (the "***D&O Insurance Policy***"), covering the Executive during the term of her employment on substantially the same terms as the Company maintains for its other directors and officers. In the event of the Executive's Termination Upon Change of Control, (a) the Company shall continue to indemnify the Executive against all claims related to actions arising prior to the termination of the Executive's employment to the fullest extent permitted by law, and (b) the Company or its Successor shall continue to provide coverage under a D&O Insurance Policy for not less than twenty-four (24) months following the Executive's Termination Upon Change of Control on substantially the same terms of the D&O Insurance Policy in effect immediately prior to the Change of Control.

4. INVOLUNTARY TERMINATION

4.1 Severance Payment. In the event of the Executive's Involuntary Termination, at any time after the expiration of three months from the Effective Date the Executive shall be entitled to receive an amount equal to twelve (12) months of the Executive's Base Salary which shall be paid according to the following schedule: (i) a lump sum payment equal to one-fourth of such amount shall be payable within ten (10) days following the Termination Date, and (ii) one-fourth of such amount shall be payable within ten (10) days of each of the three-month, six-month and nine-month anniversaries of the Termination Date (and in each case no interest shall accrue on such amount); provided, however, that if Section 409A of the Code would otherwise apply to such cash severance payment, it instead shall be paid at such time as permitted by Section 409A of the Code. In addition to the foregoing severance payment, in the event of the Executive's Involuntary Termination, the Executive shall be entitled to receive, within ten (10) days following the Executive's Involuntary Termination, a lump sum payment equal to one hundred percent (100%) of (a) any actual bonus amount earned with respect to a previous year to the extent that all the conditions for payment of such bonus have been satisfied (excluding any requirement to be in employment with the Company as of a given date which is after the Termination Date) and any such bonus was earned but is unpaid on the Termination Date; and (b) the target bonus then in effect for the Executive for the year in which such termination occurs, such payment to be prorated to reflect the full number of months the Executive remained in the employ of the Company; provided, however, that if Section 409A of the Code would otherwise apply to such cash payment, it instead shall be paid at such time as permitted by Section 409A of the Code. To illustrate, if the Executive's target bonus at 100% equals $120,000 for the calendar year and the Executive is terminated on October 15th, then the foregoing payment shall equal $100,000 (i.e., ten (10) months' prorated bonus at one hundred percent (100%) with October counting as a full month worked).

Notwithstanding anything to the contrary herein, in the event the Executive is or becomes eligible to receive a payment under Section 2.1.3, the aggregate amounts payable under this Section 4.1 shall be reduced on a dollar-for-dollar basis by the amount paid or payable to the Executive under Section 2.1.3, and to the extent any such payment under Section 2.1.3 has not yet been made as of the applicable payment date under this Section 4.1, the Company shall be entitled to withhold and offset such amount against the payments otherwise due hereunder. For the avoidance of doubt, the foregoing reduction shall apply regardless of whether the payment under Section 2.1.3 is made by the Company or any Successor.

4.2 Equity Compensation Acceleration. Upon the Executive's Involuntary Termination, at any time, the vesting and exercisability of all then outstanding stock options (or any other equity award, including, without limitation, stock appreciation rights and restricted stock units) granted to the Executive under any Company Plans (including the Initial Grant and the Second Grant) shall be accelerated as to 100% of the shares subject to any such equity awards granted to the Executive. For the avoidance of doubt, equity awards that are already fully vested as of the date of such Involuntary Termination (including the Initial Grant) shall not give rise to any additional acceleration entitlements or benefits beyond those expressly set forth herein. In addition, the Exercise Period, under the Company Plans for the purposes of the Executive's stock options granted under the Company Plans shall be extended so as to expire on the last day of the term applicable to such stock option, as measured from the date of Involuntary Termination. For the avoidance of doubt, the acceleration of the vesting and exercisability of equity awards described in this Section 4.2 shall apply equally in the event of the Executive's Termination Upon Change of Control, as set forth in Section 3.2.

4.3 COBRA. In the event of the Executive's Involuntary Termination, at any time after the expiration of six months after the Effective Date, if the Executive timely elects coverage under the Consolidated Budget Reconciliation Act of 1985, as amended ("***COBRA***"), the Company shall continue to provide to the Executive, at the Company's expense, the Company's health-related employee insurance coverage for the employee only as in effect immediately prior to the Executive's Involuntary Termination for a period of twelve (12) months following such Involuntary Termination. The date of the "qualifying event" for the Executive and any dependents shall be the Termination Date.

4.4 Indemnification. In the event of the Executive's Involuntary Termination, (a) the Company shall continue to indemnify the Executive against all claims related to actions arising prior to the Termination Date to the fullest extent permitted by law, and (b) if the Executive was covered by the D&O Insurance Policy immediately prior to the Termination Date, the Company shall continue to provide coverage under a D&O Insurance Policy for not less than twenty-four (24) months following the Executive's Involuntary Termination on substantially the same terms of the D&O Insurance Policy in effect immediately prior to the Termination Date.

5. FEDERAL EXCISE TAX UNDER SECTION 280G

5.1 Excise Tax. In the event that any amounts payable to the Executive under this Agreement or otherwise (collectively, the "Total Payments") would constitute "excess parachute payments" within the meaning of Section 280G of the Code and would be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then the Total Payments shall be reduced to the minimum extent necessary so that no portion of the Total Payments constitutes an excess parachute payment within the meaning of Section 280G(b)(1) of the Code (the "Reduced Amount"); provided, however, that such reduction shall be made only if and to the extent that the net after-tax amount received by the Executive following such reduction (after taking into account all applicable federal, state and local income taxes and the Excise Tax) would be greater than the net after-tax amount that would be received by the Executive without such reduction (after taking into account all applicable federal, state and local income taxes and the Excise Tax). If the Total Payments are required to be reduced pursuant to this Section 5.1, such reduction shall be applied in the following order: (i) first, to cash severance payments under Sections 3.1 and 4.1; (ii) second, to any other cash payments or benefits; and (iii) third, to the acceleration of vesting of equity awards, in each case in reverse chronological order.

5.2 Calculation by Independent Public Accountants. Unless the Company and the Executive otherwise agree in writing, any calculation of the amount of any excess parachute payments payable by the Executive shall be made in writing by the Company's independent public accountants (the "***Accountants***") whose conclusion shall be final and binding on the parties. For purposes of making such calculations, the Accountants may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and the Executive shall furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make the required calculations. The Company shall bear all fees and expenses the Accountants may charge in connection with these services, but the engagement of the Accountants for this purpose shall be pursuant to an agreement between the Executive and the Accountants.

6. DEFINITIONS

6.1 Capitalized Terms Defined. Capitalized terms used in this Agreement shall have the meanings set forth in this Section 6, unless the context clearly requires a different meaning.

6.2 "Base Salary" means the greater of (a) if applicable, the monthly salary of the Executive in effect immediately prior to the Change of Control, or (b) the monthly salary of the Executive in effect immediately prior to the Termination Date.

6.3 "Cause" means:

(a) the Executive willfully failed to follow the lawful directions of the Board or Executive's immediate superior; provided that no termination for Cause under this clause (a) shall occur unless the Executive: (i) has been provided with notice, specifying such willful failure in reasonable detail, of the Company's intention to terminate the Executive for Cause; and (ii) has failed to cure or correct such willful failure within thirty (30) days of receiving such notice;

(b) the Executive engaged in gross misconduct or gross incompetence which is materially detrimental to the Company; provided that no termination for Cause under this clause (b) shall occur unless the Executive: (i) has been provided with notice, specifying such gross misconduct or gross incompetence in reasonable detail, of the Company's intention to terminate the Executive for Cause; and (ii) has failed to cure such gross misconduct or gross incompetence within thirty (30) days of receiving such notice; provided that the foregoing notice and cure period requirements shall not apply in the event that such non-compliance is of a nature that it is incapable of being cured;

(c) the Executive willfully failed to comply in any respect with the terms of this Agreement, the Employee Invention Assignment & Confidentiality Agreement, the Company's share dealing code, the Employee's non-competition agreement or any other policies of the Company where non-compliance would be materially detrimental to the Company; provided that no termination for Cause under this clause (c) shall occur unless the Executive: (i) has been provided with notice of the Company's intention to terminate the Executive for Cause, and (ii) has failed to cure such willful failure within thirty (30) days of receiving such notice; provided that the foregoing notice and cure period requirements shall not apply in the event that such non-compliance is of a nature that it is incapable of being cured; or

(d) the Executive is convicted by a court of competent jurisdiction of a felony or crime involving moral turpitude (excluding drunk driving unless combined with other aggravating circumstances or offenses) or a fraud which the Company reasonably believes would reflect adversely on the Company.

6.4 "Change of Control" means:

(a) any "person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the "***Exchange Act***")) becomes the "beneficial owner" (as defined in Rule 13d-3 promulgated under the Exchange Act), directly or indirectly, of securities of the Company representing fifty (50%) percent or more of (i) the outstanding shares of common stock of the Company, or (ii) the combined voting power of the Company's outstanding securities, other than as a result of securities outstanding as of the date hereof becoming exercisable or exchangeable for, or convertible into, shares of the Company's common stock;

(b) after the date hereof, the Company enters into a merger or consolidation, or series of related transactions, which results in the voting securities of the Company outstanding immediately prior thereto failing to continue to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity), directly or indirectly, at least fifty (50%) percent of the combined voting power of the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation;

(c) the sale or disposition of all or substantially all of the Company's assets, or consummation of any transaction, or series of related transactions, having similar effect (other than to a subsidiary of the Company).

6.5 "Company" shall mean Avalon GloboCare Corp. and, following a Change of Control, any Successor.

6.6 "Involuntary Termination" means:

(a) any termination without Cause of the employment of the Executive by the Company; or

(b) any resignation by Executive for Good Reason where such resignation occurs within one hundred twenty (120) days following the occurrence of such Good Reason.

Notwithstanding the foregoing, the term "Involuntary Termination" shall not include any termination of the employment of the Executive: (1) by the Company for Cause; (2) by the Company as a result of the Permanent Disability of the Executive; (3) as a result of the death of the Executive; (4) that occurs within the period of time to qualify as a "Termination Upon Change of Control"; or (5) as a result of the voluntary termination of employment by the Executive for any reason other than Good Reason.

6.7 "Good Reason" means the occurrence of any of the following conditions, without the Executive's written consent:

(a) Any act, set of facts or omissions with respect to the Executive that would, as a matter of applicable law, constitute a constructive termination of the Executive.

(b) The assignment to the Executive of a title, position, responsibilities or duties that is not a "Substantive Functional Equivalent" to the title, position, responsibilities or duties which the Executive had immediately prior to such assignment (including, as relevant, immediately prior to the public announcement of the Change of Control).

(c) A reduction in the Executive's Base Salary or, if applicable, target bonus opportunity (subject to applicable performance requirements with respect to the actual amount of bonus compensation earned similar to the applicable performance requirements currently in effect), and in the event of a Change of Control, as compared to Executive's Base Salary and target bonus opportunity in effect immediately prior to the public announcement of the Change of Control; provided, however, that this clause (c) shall not apply in the event of a reduction in the Executive's Base Salary or, if applicable, target bonus opportunity as part of a Company-wide or executive team-wide cost-cutting measure or Company-wide or executive team-wide cutback as a result of overall Company performance.

(d) The failure of the Company (i) to continue to provide the Executive an opportunity to participate in any benefit or compensation plans provided to employees who hold positions with the Company comparable to the Executive's position, (ii) to provide the Executive all other fringe benefits (or the equivalent) in effect for the benefit of any employee group which includes any employee who hold a position with the Company comparable to the Executive's position, where in the event of a Change of Control, such comparison shall be made relative to the time immediately prior to the public announcement of such Change of Control); or (iii) continue to provide director's and officers' insurance.

(e) A material breach of this Agreement by the Company, including, in the event of a Change of Control, failure of the Company to obtain the consent of a Successor to perform all of the obligations of the Company under this Agreement.

provided that Good Reason shall not exist unless the Executive first gives the Company an opportunity to cure any of the foregoing within thirty (30) days following delivery by the Executive to the Company of a written explanation specifying the specific basis for Executive's belief that Executive is entitled to terminate employment for Good Reason, and Executive terminates employment with the Company not later than (30) days following the Company's failure to cure.

6.8 "Permanent Disability" means that:

(a) the Executive has been incapacitated by bodily injury, illness or disease so as to be prevented thereby from engaging in the performance of the Executive's duties;

(b) such total incapacity shall have continued for a period of six consecutive months; and

(c) such incapacity will, in the opinion of a qualified physician, be permanent and continuous during the remainder of the Executive's life.

6.9 "Substantive Functional Equivalent" means that the Executive's position must:

(a) be in a substantive area of the Executive's competence (e.g., finance or executive management) and not materially different from the position occupied immediately prior;

(b) allow the Executive to serve in a role and perform duties functionally equivalent to those performed immediately prior; and

(c) not otherwise constitute a material, adverse change in authority, title, status, responsibilities or duties from those of the Executive immediately prior, causing the Executive to be of materially lesser rank or responsibility.

6.10 "Successor" means any successor in interest to, or assignee of, substantially all of the business and assets of the Company.

6.11 "Termination Date" means the date of the termination of the Executive's employment with the Company.

6.12 "Termination Upon Change of Control" means:

(a) any termination of the employment of the Executive by the Company without Cause during the period commencing on or after the date that the Company first publicly announces a definitive agreement that results in a Change of Control (even though still subject to approval by the Company's stockholders and other conditions and contingencies, but provided that the Change of Control actually occurs) and ending on the date which is twelve (12) months following the Change of Control; or

(b) any resignation by Executive for Good Reason where (i) such Good Reason occurs during the period commencing on or after the date that the Company first publicly announces a definitive agreement that results in a Change of Control (even though still subject to approval by the Company's stockholders and other conditions and contingencies, but provided that the Change of Control actually occurs) and ending on the date which is twelve (12) months following the Change of Control, and (ii) such resignation occurs at or after such Change of Control and in any event within six (6) months following the occurrence of such Good Reason.

Notwithstanding the foregoing, the term "Termination Upon Change of Control" shall not include any termination of the employment of the Executive: (1) by the Company for Cause; (2) by the Company as a result of the Permanent Disability of the Executive; (3) as a result of the death of the Executive; or (4) as a result of the voluntary termination of employment by the Executive for any reason other than Good Reason.

7. EXCLUSIVE REMEDY

7.1 No Other Benefits Payable. The Executive shall be entitled to no other termination, severance or change of control compensation, benefits, or other payments from the Company as a result of any termination with respect to which the payments and benefits described in Sections 2, 3 and 4 have been provided to the Executive, except as expressly set forth in this Agreement.

7.2 No Limitation of Regular Benefit Plans. Except as may be provided elsewhere in this Agreement, this Agreement is not intended to and shall not affect, limit or terminate any plans, programs or arrangements of the Company that are regularly made available to a significant number of employees or officers of the Company, including, without limitation, the Company's stock option plans.

7.3 Release of Claims. The payment of the benefits described in Sections 3 and 4 of this Agreement is conditioned upon the delivery by the Executive to the Company of a signed and effective general release of claims in a form provided by the Company (the "Release"), which Release must be executed by the Executive and delivered to the Company within sixty (60) days following the Termination Date and shall become effective upon the expiration of any applicable revocation period; provided, however, that the Executive shall not be required to release any rights the Executive may have to be indemnified by the Company or as otherwise provided under this Agreement. No payments or benefits conditioned upon the Release shall be made or provided until the Release becomes effective and irrevocable.

7.4 Noncumulation of Benefits. The Executive may not cumulate cash severance payments, stock option vesting and exercisability and restricted stock vesting under this Agreement, any other written agreement with the Company and/or another plan or policy of the Company. If the Executive has any other binding written agreement with the Company which provides that, upon a Change of Control or Termination Upon a Change of Control or Involuntary Termination, the Executive shall receive termination, severance or similar benefits, then no benefits shall be received by Executive under this Agreement unless, prior to payment or receipt of benefits under this Agreement, the Executive waives Executive's rights to all such other benefits, in which case this Agreement shall supersede any such written agreement with respect to such other benefits. For the avoidance of doubt, the Executive shall not be entitled to receive benefits under both Section 3 and Section 4 of this Agreement, and in no event shall the aggregate payments and benefits received by the Executive under Sections 2.1.3, 3 and 4 of this Agreement exceed the greater of the amounts payable under Section 3 or Section 4, as applicable, without duplication of the payment under Section 2.1.3.

8. PROPRIETARY AND CONFIDENTIAL INFORMATION

During the term of this Agreement and following any termination of employment, Executive agrees to continue to abide by the terms and conditions of each of the Employee Invention Assignment & Confidentiality Agreement between the Executive and the Company.

9. ARBITRATION

9.1 Disputes Subject to Arbitration. Any claim, dispute or controversy arising out of this Agreement (other than claims relating to misuse or misappropriation of the intellectual property of the Company), the interpretation, validity or enforceability of this Agreement or the alleged breach thereof shall be submitted by the parties to binding arbitration by a sole arbitrator under the rules of the American Arbitration Association; provided, however, that (a) the arbitrator shall have no authority to make any ruling or judgment that would confer any rights with respect to the trade secrets, confidential and proprietary information or other intellectual property of the Company upon the Executive or any third party; and (b) this arbitration provision shall not preclude the Company from seeking legal and equitable relief from any court having jurisdiction with respect to any disputes or claims relating to or arising out of the misuse or misappropriation of the Company's intellectual property. Judgment may be entered on the award of the arbitrator in any court having jurisdiction.

9.2 Costs of Arbitration. All costs of arbitration, including reasonable attorney's fees of the Executive, will be borne by the Company, except that if the Executive initiates arbitration and the arbitrator finds the Executive's claims to be frivolous the Executive shall be responsible for her own costs and attorneys fees.

9.3 Site of Arbitration. The site of the arbitration proceeding shall be in New York City, New York.

10. NOTICES

For purposes of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered or five (5) business days after being mailed, return receipt requested, as follows: (a) if to the Company, attention: Chief Executive Officer, at the Company's offices at 83 South Street, Suite 101, Freehold, New Jersey 07728 and, (b) if to the Executive, at the address indicated below or such other address specified by the Executive in writing to the Company. Either party may provide the other with notices of change of address, which shall be effective upon receipt.

11. MISCELLANEOUS PROVISIONS

11.1 Heirs and Representatives of the Executive; Successors and Assigns of the Company. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the Executive's personal and legal representatives, executors, administrators, successors, heirs, distributees, devises and legatees. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the successors and assigns of the Company.

11.2 Amendment and Waiver. No provision of this Agreement shall be modified, amended, waived or discharged unless the modification, amendment, waiver or discharge is agreed to in writing, specifying such modification, amendment, waiver or discharge, and signed by the Executive and by an authorized officer of the Company (other than the Executive). No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

11.3 Withholding Taxes. All payments made under this Agreement shall be subject to deduction of all federal, state, local and other taxes required to be withheld by applicable law.

11.4 Severability. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.

11.5 Choice of Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of New Jersey, without regard to where the Executive has her residence or principal office or where she performs her duties hereunder.

11.6 No Duty to Mitigate. The Executive is not required to seek alternative employment following termination, and payments called for under this Agreement will not be reduced by earnings from any other source.

11.7 Section 409A of the Code. To the extent (a) any payments or benefits to which the Executive becomes entitled under this Agreement, or under any agreement or plan referenced herein, in connection with the Executive's termination of employment with the Company constitute deferred compensation subject to Section 409A of the Code and (b) the Executive is deemed at the time of such termination of employment to be a "specified employee" under Section 409A of the Code, then such payments shall not be made or commence until the earliest of (i) the expiration of the six (6)-month period measured from the date of the Executive's "separation from service" (as such term is at the time defined in Treasury Regulations under Section 409A of the Code) from the Company; or (ii) the date of the Executive's death following such separation from service; provided, however, that such deferral shall only be effected to the extent required to avoid adverse tax treatment to the Executive, including (without limitation) the additional twenty percent (20%) tax for which the Executive would otherwise be liable under Section 409A(a)(1)(B) of the Code in the absence of such deferral. Upon the expiration of the applicable deferral period, any payments which would have otherwise been made during that period (whether in a single sum or in installments) in the absence of this paragraph shall be paid to the Executive or the Executive's beneficiary in one lump sum (without interest). Any termination of the Executive's employment is intended to constitute a "separation from service" as such term is defined in Treasury Regulation Section 1.409A-1. It is intended that each installment of the payments provided hereunder constitute separate "payments" for purposes of Treasury Regulation Section 1.409A-2(b)(2)(i). It is further intended that payments hereunder satisfy, to the greatest extent possible, the exemption from the application of Code Section 409A (and any state law of similar effect) provided under Treasury Regulation Section 1.409A-1(b)(4) (as a "short-term deferral"). This Agreement is intended to comply with, or be exempt from, the requirements of Section 409A of the Code and the Treasury Regulations and other guidance thereunder, and shall be interpreted and administered accordingly. In no event shall the Company be liable to the Executive for any taxes, penalties or interest that may be owed by the Executive as a result of the application of Section 409A of the Code.

11.8 Entire Agreement. This Agreement represents the entire agreement and understanding between the parties as to the subject matter herein (whether oral or written and whether express or implied).

11.8 Clawback. Notwithstanding any other provision of this Agreement to the contrary, all compensation paid or payable to the Executive under this Agreement shall be subject to any clawback, recoupment or similar policy that the Company may adopt from time to time, including, without limitation, any policy adopted to comply with the requirements of Section 10D of the Exchange Act, Rule 10D-1 promulgated thereunder, and any applicable stock exchange listing standards, as each may be amended from time to time. The Executive agrees to promptly return any compensation subject to recovery under any such policy.

[SIGNATURE PAGE TO EXECUTIVE RETENTION AGREEMENT FOLLOWS]

In witness whereof, each of the parties has executed this Agreement, in the case of the Company, by its duly authorized officer, as of the day and year first above written.

EXECUTIVE

/s/ Luisa Ingargiola
Luisa Ingargiola

Address:

AVALON GLOBOCARE CORP.

/s/ Meng Li

Exhibit 10.4

INDEMNIFICATION AGREEMENT

This Indemnification Agreement ("**Agreement**"), dated as of [__], 2026, is by and between AVALON GLOBOCARE CORP., a Delaware corporation (the "**Company**") and [__] (the "**Indemnitee**").

WHEREAS, Indemnitee is a [a member of the Board of Directors (the "**Board**")/an officer] of the Company;

WHEREAS, both the Company and Indemnitee recognize the increased risk of litigation and other claims being asserted against directors and officers of public companies;

WHEREAS, the [Board] [board of directors of the Company (the "**Board**")] has determined that enhancing the ability of the Company to retain and attract as directors and officers the most capable persons is in the best interests of the Company and that the Company therefore should seek to assure such persons that indemnification and insurance coverage is available; and

WHEREAS, in recognition of the need to provide Indemnitee with substantial protection against personal liability, in order to procure Indemnitee's continued service as a director and/or officer of the Company and to enhance Indemnitee's ability to serve the Company in an effective manner, and in order to provide such protection pursuant to express contract rights (intended to be enforceable irrespective of, among other things, any amendment to the Company's certificate of incorporation or bylaws (collectively, the "**Constituent Documents**"), any change in the composition of the Board or any change in control or business combination transaction relating to the Company), the Company wishes to provide in this Agreement for the indemnification of, and the advancement of Expenses (as defined in Section 1(f) below) to, Indemnitee as set forth in this Agreement and to the extent insurance is maintained for the continued coverage of Indemnitee under the Company's directors' and officers' liability insurance policies; and

WHEREAS the Company does not intend to limit, restrict, or otherwise impair any protections, or rights of indemnification or advancement that have been provided to the Indemnitee by any other Agreement.

NOW, THEREFORE, in consideration of the foregoing and the Indemnitee's agreement to continue to provide services to the Company, the parties agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

(a) "**Beneficial Owner**" has the meaning given to the term "beneficial owner" in Rule 13d-3 under the Securities Exchange Act of 1934, as amended (the "**Exchange Act**").

(b) "**Change in Control**" means the occurrence after the date of this Agreement of any of the following events:

(i) any Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company representing 30% or more of the Company's then outstanding Voting Securities unless the change in relative Beneficial Ownership of the Company's securities by any Person results solely from a reduction in the aggregate number of outstanding shares of securities entitled to vote generally in the election of directors;

(ii) the consummation of a reorganization, merger or consolidation, unless immediately following such reorganization, merger or consolidation, all of the Beneficial Owners of the Voting Securities of the Company immediately prior to such transaction beneficially own, directly or indirectly, more than 50% of the combined voting power of the outstanding Voting Securities of the entity resulting from such transaction;

(iii) during any period of two consecutive years, not including any period prior to the execution of this Agreement, individuals who at the beginning of such period constituted the Board (including for this purpose any new directors whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved) cease for any reason to constitute at least a majority of the Board; or

(iv) the stockholders of the Company approve a plan of complete liquidation or dissolution of the Company or an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets.

(c) "**Claim**" means:

(i) any threatened, pending or completed action, suit, proceeding or alternative dispute resolution mechanism, whether civil, criminal, administrative, arbitrative, investigative or other, and whether made pursuant to federal, state or other law; or

(ii) any inquiry, hearing or investigation (including government investigations and internal investigations) that the Indemnitee determines might lead to the institution of any such action, suit, proceeding or alternative dispute resolution mechanism.

(d) "**Florida Court**" shall have the meaning ascribed to it in Section 8(e).

(e) "**Disinterested Director**" means a director of the Company who is not and was not a party to the Claim in respect of which indemnification is sought by Indemnitee.

(f) "**Expenses**" means any and all expenses, including attorneys' and experts' fees, court costs, transcript costs, travel expenses, duplicating, printing and binding costs, telephone charges, and all other costs and expenses incurred in connection with investigating, defending, being a witness in or participating in (including on appeal), or preparing to defend, be a witness or participate in, any Claim. Expenses also shall include (i) Expenses incurred in connection with any appeal resulting from any Claim, including without limitation the premium, security for, and other costs relating to any cost bond, supersedeas bond, or other appeal bond or its equivalent, and (ii) for purposes of Section 4 only, Expenses incurred by Indemnitee in connection with the interpretation, enforcement or defense of Indemnitee's rights under this Agreement, by litigation or otherwise. Expenses, however, shall not include amounts paid in settlement by Indemnitee or the amount of judgments or fines against Indemnitee.

(g) "**Expense Advance**" means any payment of Expenses advanced to Indemnitee by the Company pursuant to Section 3 or Section 4 hereof.

(h) "**Indemnifiable Event**" means any event or occurrence, whether occurring before, on or after the date of this Agreement, related to the fact that Indemnitee is or was a director, officer, employee or agent of the Company or any subsidiary of the Company, or is or was serving at the request of the Company as a director, officer, employee, member, manager, trustee or agent of any other corporation, limited liability company, partnership, joint venture, trust or other entity or enterprise (collectively with the Company, "**Enterprise**") or by reason of an action or inaction by Indemnitee in any such capacity (whether or not serving in such capacity at the time any Loss is incurred for which indemnification can be provided under this Agreement).

(i) "**Independent Counsel**" means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently performs, nor in the past three years has performed, services for either: (i) the Company or Indemnitee (other than in connection with matters concerning Indemnitee under this Agreement or of other indemnitees under similar agreements) or (ii) any other party to the Claim giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement.

(j) "**Losses**" means any and all Expenses, damages, losses, liabilities, judgments, fines, penalties (whether civil, criminal or other), ERISA excise taxes, amounts paid or payable in settlement, including any interest, assessments and all other charges paid or payable in connection with investigating, defending, being a witness in or participating in (including on appeal), or preparing to defend, be a witness or participate in, any Claim.

(k) "**Person**" means any individual, corporation, firm, partnership, joint venture, limited liability company, estate, trust, business association, organization, governmental entity or other entity and includes the meaning set forth in Sections 13(d) and 14(d) of the Exchange Act.

(l) "**Standard of Conduct Determination**" shall have the meaning ascribed to it in Section 8(b).

(m) "**Voting Securities**" means any securities of the Company that vote generally in the election of directors.

2. Indemnification. Subject to Section 8 and Section 9 of this Agreement, the Company shall indemnify Indemnitee, to the fullest extent permitted by the laws of the State of Florida in effect on the date hereof, or as such laws may from time to time hereafter be amended to increase the scope of such permitted indemnification, against any and all Losses if Indemnitee was or is or becomes a party to or participant in, or was or is or becomes threatened to be made a party to or participant in, any Claim by reason of or arising in part out of an Indemnifiable Event, including, without limitation, Claims brought by or in the right of the Company, Claims brought by third parties, and Claims in which the Indemnitee is solely a witness.

3. Advancement of Expenses. Indemnitee shall have the right to advancement by the Company, prior to the final disposition of any Claim by final adjudication to which there are no further rights of appeal, of any and all Expenses actually and reasonably paid or incurred by Indemnitee in connection with any Claim arising out of an Indemnifiable Event. Indemnitee's right to such advancement is not subject to the satisfaction of any standard of conduct. Without limiting the generality or effect of the foregoing, within 30 days after any request by Indemnitee, the Company shall, in accordance with such request, (a) pay such Expenses on behalf of Indemnitee, (b) advance to Indemnitee funds in an amount sufficient to pay such Expenses, or (c) reimburse Indemnitee for such Expenses. In connection with any request for Expense Advances, Indemnitee shall not be required to provide any documentation or information to the extent that the provision thereof would undermine or otherwise jeopardize attorney-client privilege. In connection with any request for Expense Advances, Indemnitee hereby undertakes to repay any amounts paid, advanced, or reimbursed by the Company to the extent that it is ultimately determined that Indemnitee is not entitled to be indemnified by the Company. Indemnitee's execution of this Agreement shall constitute the undertaking required for Expense Advances hereunder. Indemnitee's obligation to repay the Company for Expense Advances shall be unsecured and no interest shall be charged thereon. No other form of undertaking is required other than the execution of this Agreement.

4. Indemnification for Expenses in Enforcing Rights. To the fullest extent allowable under applicable law, the Company shall also indemnify against, and, if requested by Indemnitee, shall advance to Indemnitee subject to and in accordance with Section 3, any Expenses actually and reasonably paid or incurred by Indemnitee in connection with any action or proceeding by Indemnitee for (a) indemnification or reimbursement or advance payment of Expenses by the Company under any provision of this Agreement, or under any other agreement or provision of the Constituent Documents now or hereafter in effect relating to Claims relating to Indemnifiable Events, and/or (b) recovery under any directors' and officers' liability insurance policies maintained by the Company. However, in the event that Indemnitee is ultimately determined by a final judicial determination to not to be entitled to such indemnification or insurance recovery, as the case may be, then all amounts advanced under this Section 4 shall be repaid.

5. Partial Indemnity. If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for a portion of any Losses in respect of a Claim related to an Indemnifiable Event but not for the total amount thereof, the Company shall nevertheless indemnify Indemnitee for the portion thereof to which Indemnitee is entitled.

6. Notification and Defense of Claims.

(a) Notification of Claims. Indemnitee shall notify the Company in writing as soon as practicable of any Claim which could relate to an Indemnifiable Event or for which Indemnitee could seek Expense Advances, including a brief description (based upon information then available to Indemnitee) of the nature of, and the facts underlying, such Claim. The failure by Indemnitee to timely notify the Company hereunder shall not relieve the Company from any liability hereunder except that the Company shall not be liable to indemnify Indemnitee under this Agreement with respect to any judicial award in a Claim related to an Indemnifiable Event if the Company was not given a reasonable and timely opportunity to participate at its expense in the defense of such action.

(b) Defense of Claims. The Company shall be entitled to participate in the defense of any Claim relating to an Indemnifiable Event at its own expense and, except as otherwise provided below, to the extent the Company so wishes, it may assume the defense thereof with counsel satisfactory to Indemnitee. After notice from the Company to Indemnitee of its election to assume the defense of any such Claim and the appointment of counsel satisfactory to Indemnitee, the Company shall not be liable to Indemnitee under this Agreement or otherwise for any Expenses subsequently directly incurred by Indemnitee in connection with Indemnitee's defense of such Claim other than reasonable costs of investigation or as otherwise provided below. Indemnitee shall have the right to employ its own legal counsel in such Claim, but all Expenses related to such counsel incurred after notice from the Company of its assumption of the defense and the appointment of counsel satisfactory to Indemnitee shall be at Indemnitee's own expense; provided, however, that if (i) Indemnitee's employment of its own legal counsel has been authorized by the Company, (ii) Indemnitee has reasonably determined that there may be a conflict of interest between Indemnitee and the Company in the defense of such Claim, (iii) after a Change in Control, Indemnitee's employment of its own counsel has been approved by the Independent Counsel or (iv) the Company shall not in fact have employed counsel to assume the defense of such Claim, then Indemnitee shall be entitled to retain its own separate counsel of Indemnitee's sole choosing and discretion, and all Expenses related to such separate counsel shall be borne by the Company including such counsel's standard fees.

7. Procedure upon Application for Indemnification. In order to obtain indemnification pursuant to this Agreement, Indemnitee shall submit to the Company a written request therefor, including in such request such documentation and information as is reasonably available to Indemnitee and is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification following the final disposition of the Claim, provided that documentation and information need not be so provided to the extent that the provision thereof would undermine or otherwise jeopardize attorney-client privilege. Indemnification shall be made insofar as the Company determines Indemnitee is entitled to indemnification in accordance with Section 8.

8. Determination of Right to Indemnification.

(a) Mandatory Indemnification; Indemnification as a Witness.

(i) To the extent that Indemnitee shall have been successful on the merits or otherwise in defense of any Claim relating to an Indemnifiable Event or any portion thereof or in defense of any issue or matter therein, including without limitation dismissal without prejudice, Indemnitee shall be indemnified against all Losses relating to such Claim in accordance with Section 2 to the fullest extent allowable by law.

(ii) To the extent that Indemnitee's involvement in a Claim relating to an Indemnifiable Event is to prepare to serve and serve as a witness, and not as a party, the Indemnitee shall be indemnified against all Losses incurred in connection therewith to the fullest extent allowable by law.

(b) Standard of Conduct. To the extent that the provisions of Section 8(a) are inapplicable to a Claim related to an Indemnifiable Event that shall have been finally disposed of, the Company shall also indemnify the Indemnitee unless, and only to the extent that, Indemnitee has not satisfied any applicable standard of conduct under Florida law that is a legally required condition to indemnification of Indemnitee hereunder against Losses relating to such Claim. Any determination that Indemnitee is not entitled to indemnification against Losses or that Expense Advances must be repaid to the Company (a "**Standard of Conduct Determination**") shall be made as follows:

(i) if no Change in Control has occurred, (A) by a majority vote of the Disinterested Directors, even if less than a quorum of the Board, (B) by a committee of Disinterested Directors designated by a majority vote of the Disinterested Directors, even though less than a quorum or (C) if there are no such Disinterested Directors, by Independent Counsel in a written opinion addressed to the Board, a copy of which shall be delivered to Indemnitee; and

(ii) if a Change in Control shall have occurred, (A) if the Indemnitee so requests in writing, by a majority vote of the Disinterested Directors, even if less than a quorum of the Board or (B) otherwise, by Independent Counsel in a written opinion addressed to the Board, a copy of which shall be delivered to Indemnitee.

The Company shall indemnify and hold harmless Indemnitee against and, if requested by Indemnitee, shall reimburse Indemnitee for, or advance to Indemnitee, within 30 days of such request, any and all Expenses incurred by Indemnitee in cooperating with the person or persons making such Standard of Conduct Determination.

(c) Making the Standard of Conduct Determination. The Company shall use its reasonable best efforts to cause any Standard of Conduct Determination required under Section 8(b) to be made as promptly as practicable. If the person or persons designated to make the Standard of Conduct Determination under Section 8(b) shall not have made a determination within 30 days after the later of (A) receipt by the Company of a written request from Indemnitee for indemnification pursuant to Section 7 (the date of such receipt being the "**Notification Date**") and (B) the selection of an Independent Counsel, if such determination is to be made by Independent Counsel, then Indemnitee shall be deemed to have satisfied the applicable standard of conduct; provided that such 30 days may be extended for a reasonable time, not to exceed an additional 30 days, if the person or persons making such determination in good faith requires such additional time to obtain or evaluate information relating thereto. Notwithstanding anything in this Agreement to the contrary, no determination as to entitlement of Indemnitee to indemnification under this Agreement shall be required to be made prior to the final disposition of any Claim.

(d) Payment of Indemnification. If, in regard to any Losses:

(i) Indemnitee shall be entitled to indemnification pursuant to Section 8(a);

(ii) no Standard of Conduct Determination is legally required as a condition to indemnification of Indemnitee hereunder; or

(iii) Indemnitee has been determined or deemed pursuant to Section 8(b) or Section 8(c) to have satisfied the Standard of Conduct Determination,

then the Company shall pay to Indemnitee, within 30 days after the later of (A) the Notification Date or (B) the earliest date on which the applicable criterion specified in clause (i), (ii) or (iii) is satisfied, an amount equal to such Losses.

(e) Selection of Independent Counsel for Standard of Conduct Determination. If a Standard of Conduct Determination is to be made by Independent Counsel pursuant to Section 8(b)(i), the Independent Counsel shall be selected by the Board of Directors, and the Company shall give written notice to Indemnitee advising Indemnitee of the identity of the Independent Counsel so selected. If a Standard of Conduct Determination is to be made by Independent Counsel pursuant to Section 8(b)(ii), the Independent Counsel shall be selected by Indemnitee, and Indemnitee shall give written notice to the Company advising it of the identity of the Independent Counsel so selected. In either case, Indemnitee or the Company, as applicable, may, within 10 days after receiving written notice of selection from the other, deliver to the other a written objection to such selection; provided, however, that such objection may be asserted only on the ground that the Independent Counsel so selected does not satisfy the criteria set forth in the definition of "Independent Counsel" in Section 1(i), and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person or firm so selected shall act as Independent Counsel. If such written objection is properly and timely made and substantiated, (i) the Independent Counsel so selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court has determined that such objection is without merit; and (ii) the non-objecting party may, at its option, select an alternative Independent Counsel and give written notice to the other party advising such other party of the identity of the alternative Independent Counsel so selected, in which case the provisions of the two immediately preceding sentences, the introductory clause of this sentence and numbered clause (i) of this sentence shall apply to such subsequent selection and notice. If applicable, the provisions of clause (ii) of the immediately preceding sentence shall apply to successive alternative selections. If no Independent Counsel that is permitted under the foregoing provisions of this Section 8(e) to make the Standard of Conduct Determination shall have been selected within 10 days after the Company gives its initial notice pursuant to the first sentence of this Section 8(e) or Indemnitee gives its initial notice pursuant to the second sentence of this Section 8(e), as the case may be, either the Company or Indemnitee may petition the United States District Court for the Middle District of Florida ("**Florida Court**") to resolve any objection which shall have been made by the Company or Indemnitee to the other's selection of Independent Counsel and/or to appoint as Independent Counsel a person to be selected by the Court or such other person as the Court shall designate, and the person or firm with respect to whom all objections are so resolved or the person or firm so appointed will act as Independent Counsel. In all events, the Company shall pay all of the reasonable fees and expenses of the Independent Counsel incurred in connection with the Independent Counsel's determination pursuant to Section 8(b).

(f) Presumptions and Defenses.

(i) Indemnitee's Entitlement to Indemnification. In making any Standard of Conduct Determination, the person or persons making such determination shall presume that Indemnitee has satisfied the applicable standard of conduct and is entitled to indemnification, and the Company shall have the burden of proof to overcome that presumption and establish that Indemnitee is not so entitled. Any Standard of Conduct Determination that is adverse to Indemnitee may be challenged by the Indemnitee in the Florida Court. No determination by the Company (including by its directors or any Independent Counsel) that Indemnitee has not satisfied any applicable standard of conduct may be used as a defense to any legal proceedings brought by Indemnitee to secure indemnification or reimbursement or advance payment of Expenses by the Company hereunder or create a presumption that Indemnitee has not met any applicable standard of conduct.

(ii) Reliance as a Safe Harbor. For purposes of this Agreement, and without creating any presumption as to a lack of good faith if the following circumstances do not exist, Indemnitee shall be deemed to have acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company if Indemnitee's actions or omissions to act are taken in good faith reliance upon the records of the Company, including its financial statements, or upon information, opinions, reports or statements furnished to Indemnitee by the officers or employees of the Company or any of its subsidiaries in the course of their duties, or by committees of the Board or by any other Person (including legal counsel, accountants and financial advisors) as to matters Indemnitee reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company. In addition, the knowledge and/or actions, or failures to act, of any director, officer, agent or employee of the Company shall not be imputed to Indemnitee for purposes of determining the right to indemnity hereunder.

(iii) No Other Presumptions. For purposes of this Agreement, the termination of any Claim by judgment, order, settlement (whether with or without court approval) or conviction, or upon a plea of nolo contendere or its equivalent, will not create a presumption that Indemnitee did not meet any applicable standard of conduct or have any particular belief, or that indemnification hereunder is otherwise not permitted.

(iv) Defense to Indemnification and Burden of Proof. It shall be a defense to any action brought by Indemnitee against the Company to enforce this Agreement (other than an action brought to enforce a claim for Losses incurred in defending against a Claim related to an Indemnifiable Event in advance of its final disposition) that it is not permissible under applicable law for the Company to indemnify Indemnitee for the amount claimed. In connection with any such action or any related Standard of Conduct Determination, the burden of proving such a defense or that the Indemnitee did not satisfy the applicable standard of conduct shall be on the Company.

9. Exclusions from Indemnification. Notwithstanding anything in this Agreement to the contrary, the Company shall not be obligated to:

(a) indemnify or advance funds to Indemnitee for Expenses or Losses with respect to proceedings initiated by Indemnitee, including any proceedings against the Company or its directors, officers, employees or other indemnitees and not by way of defense, except:

(i) proceedings referenced in Section 4 above (unless a court of competent jurisdiction determines that each of the material assertions made by Indemnitee in such proceeding was not made in good faith or was frivolous); or

(ii) where the Company has joined in or the Board has consented to the initiation of such proceedings.

(b) indemnify Indemnitee if a final decision by a court of competent jurisdiction determines that such indemnification is prohibited by applicable law, but only to the extent that such indemnification is prohibited by applicable law.

(c) indemnify Indemnitee for the disgorgement of profits arising from the purchase or sale by Indemnitee of securities of the Company in violation of Section 16(b) of the Exchange Act, or any similar successor statute.

(d) indemnify or advance funds to Indemnitee for Indemnitee's reimbursement to the Company of any bonus or other incentive-based or equity-based compensation previously received by Indemnitee or payment of any profits realized by Indemnitee from the sale of securities of the Company, as required in each case under the Exchange Act (including any such reimbursements under Section 304 of the Sarbanes-Oxley Act of 2002 in connection with an accounting restatement of the Company or the payment to the Company of profits arising from the purchase or sale by Indemnitee of securities in violation of Section 306 of the Sarbanes-Oxley Act).

10. Settlement of Claims. The Company shall not be liable to Indemnitee under this Agreement for any amounts paid in settlement of any threatened or pending Claim related to an Indemnifiable Event effected without the Company's prior written consent, which shall not be unreasonably withheld. The Company shall not and cannot settle any Claim related to an Indemnifiable Event in any manner that would impose any Losses on the Indemnitee without the Indemnitee's prior written consent.

11. Duration. All agreements and obligations of the Company contained herein shall continue during the period that Indemnitee is a director or officer of the Company (or is serving at the request of the Company as a director, officer, employee, member, trustee or agent of another Enterprise) and shall continue thereafter (i) so long as Indemnitee may be subject to any possible Claim relating to an Indemnifiable Event (including any rights of appeal thereto) and (ii) throughout the pendency of any proceeding (including any rights of appeal thereto) commenced by Indemnitee to enforce or interpret his or her rights under this Agreement, even if, in either case, he or she may have ceased to serve in such capacity at the time of any such Claim or proceeding.

12. Non-Exclusivity. The rights of Indemnitee hereunder will be in addition to any other rights Indemnitee may have under the Constituent Documents, the General Corporation Law of the State of Delaware, any other contract or otherwise (collectively, "**Other Indemnity Provisions**"); provided, however, that (a) to the extent that Indemnitee otherwise would have any greater right to indemnification under any Other Indemnity Provision, Indemnitee will be deemed to have such greater right hereunder and (b) to the extent that any change is made to any Other Indemnity Provision which permits any greater right to indemnification than that provided under this Agreement as of the date hereof, Indemnitee will be deemed to have such greater right hereunder. The Company will not adopt any amendment to any of the Constituent Documents the effect of which would be to deny, diminish or encumber Indemnitee's right to indemnification under this Agreement or any Other Indemnity Provision.

13. Liability Insurance. For the duration of Indemnitee's service as a director and/or officer of the Company, and thereafter for so long as Indemnitee shall be subject to any pending Claim relating to an Indemnifiable Event, the Company shall use commercially reasonable efforts (taking into account the scope and amount of coverage available relative to the cost thereof) to continue to maintain in effect policies of directors' and officers' liability insurance providing coverage that is at least substantially comparable in scope and amount to that provided by the Company's current policies of directors' and officers' liability insurance. In all policies of directors' and officers' liability insurance maintained by the Company, Indemnitee shall be named as an insured in such a manner as to provide Indemnitee the same rights and benefits as are provided to the most favorably insured of the Company's directors, if Indemnitee is a director, or of the Company's officers, if Indemnitee is an officer (and not a director) by such policy. Upon request, the Company will provide to Indemnitee copies of all directors' and officers' liability insurance applications, binders, policies, declarations, endorsements and other related materials.

14. No Duplication of Payments. The Company shall not be liable under this Agreement to make any payment to Indemnitee in respect of any Losses to the extent Indemnitee has otherwise received payment under any insurance policy, the Constituent Documents, Other Indemnity Provisions or otherwise of the amounts otherwise indemnifiable by the Company hereunder.

15. Subrogation. In the event of payment to Indemnitee under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee. Indemnitee shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable the Company effectively to bring suit to enforce such rights.

16. Amendments. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be binding unless in the form of a writing signed by the party against whom enforcement of the waiver is sought, and no such waiver shall operate as a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver. Except as specifically provided herein, no failure to exercise or any delay in exercising any right or remedy hereunder shall constitute a waiver thereof.

17. Binding Effect. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business and/or assets of the Company), assigns, spouses, heirs and personal and legal representatives. The Company shall require and cause any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all, substantially all or a substantial part of the business and/or assets of the Company, by written agreement in form and substance satisfactory to Indemnitee, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place.

18. Severability. The provisions of this Agreement shall be severable in the event that any of the provisions hereof (including any portion thereof) are held by a court of competent jurisdiction to be invalid, illegal, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

19. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand, against receipt, or mailed, by postage prepaid, certified or registered mail:

(a) if to Indemnitee, to the address set forth on the signature page hereto.

(b) if to the Company, to:

Avalon Globocare Corp.
Attn: _____
4400 Route 9, Suite 3100
Freehold, NJ 07728

Notice of change of address shall be effective only when given in accordance with this Section. All notices complying with this Section shall be deemed to have been received on the date of hand delivery or on the third business day after mailing.

20. Governing Law and Forum. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida applicable to contracts made and to be performed in such state without giving effect to its principles of conflicts of laws. The Company and Indemnitee hereby irrevocably and unconditionally: (a) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Florida Court and not in any other state or federal court in the United States, (b) consent to submit to the exclusive jurisdiction of the Florida Court for purposes of any action or proceeding arising out of or in connection with this Agreement and (c) waive, and agree not to plead or make, any claim that the Florida Court lacks venue or that any such action or proceeding brought in the Florida Court has been brought in an improper or inconvenient forum.

21. Interpretation of Agreement: It is understood that the parties hereto intend this Agreement to be interpreted and enforced so as to provide indemnification to the Indemnitee to the fullest extent now or hereafter permitted by law.

22. Headings. The headings of the sections and paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction or interpretation thereof.

23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original, but all of which together shall constitute one and the same Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

AVALON GLOBOCARE CORP.

By: _____
Name:
Title:

INDEMNITEE:

_____
Name:
Address: