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): October 20, 2017

(Exact name of registrant as specified in its charter)

Delaware	000-55709	47-1685128
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification Number)

83 South Street, Suite 101, Freehold, New Jersey 07728
(Address of principal executive offices) (zip code)

646-762-4517
(Registrant's telephone number, including area code)

Copies to:
Stephen M. Fleming, Esq.
Fleming PLLC
49 Front Street, Suite 206
Rockville Centre, New York 11570
Phone: (516) 833-5034
Fax: (516) 977-1209

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

☐ 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))

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

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.
Item 2.01 Completion of Acquisition or Disposition of Assets.
Item 3.02 Unregistered Sales of Equity Securities

October 2017 Private Placement

On October 20, 2017, Avalon GloboCare Corp. (the "Company") entered into Subscription Agreements with accredited investors (the "October 2017 Accredited Investors") pursuant to which the October 2017 Accredited Investors agreed to purchase 3,750,000 shares of the Company's common stock ("October 2017 Shares") for a purchase price of $3,750,000 (the "Purchase Price"). The closing with respect to $200,000 of the Purchase occurred on October 24, 2017. The balance of the Purchase Price is expected to close on or before December 6, 2017 if not sooner.

The offer, sale and issuance of the above securities was made to accredited investors and the Company relied upon the exemptions contained in Section 4(2) of the Securities Act and/or Rule 506 of Regulation D promulgated there under with regard to the sale. No advertising or general solicitation was employed in offering the securities. The offer and sale was made to accredited investors and transfer of the common stock issued was restricted by the Company in accordance with the requirements of the Securities Act of 1933, as amended. The accredited investors acknowledged that they were not aware of nor did it review any registration statement or prospectus filed by the Company with the SEC.

GenExosome Technologies Inc.

In July 2017, the Company formed GenExosome Technologies Inc., a Nevada corporation ("GenExosome"). On September 29, 2017, Dr. David K. Jin was appointed as the sole director and as the Chief Executive Officer, Chief Medical Officer and President, Meng Li was appointed as Chief Operating Officer and Secretary and Luisa Ingargiola was appointed as Chief Financial Officer. On October 25, 2017, GenExosome and the Company entered into a Securities Purchase Agreement pursuant to which the Company acquired 600 shares of GenExosome in consideration of $1,326,087 and 500,000 shares of common stock of the Company. The Company is required to pay $876,087 of the cash purchase price by November 24, 2017 and $450,000 of the cash purchase price by December 24, 2017. In addition, the Company is required to deliver the 500,000 shares of its common stock no later than November 24, 2017.

On October 25, 2017, GenExosome entered into and closed an Asset Purchase Agreement with Yu Zhou, MD, PhD, pursuant to which the Company acquired all assets, including all intellectual property, held by Dr. Zhou pertaining to the business of researching, developing and commercializing exosome technologies including, but not limited to, patent application number CN 2016 1 0675107.5 (application of an Exosomal MicroRNA in plasma as biomaker to diagnosis liver cancer), patent application number CN 2016 1 0675110.7 (clinical application of circulating exosome carried miRNA-33b in the diagnosis of liver cancer), patent application number CN 2017 1 0330847.X (saliva exosome based methods and composition for the diagnosis, staging and prognosis of oral cancer) and patent application number CN 2017 1 0330835.7 (a novel exosome-based therapeutics against proliferative oral diseases). In consideration of the assets, GenExosome agreed to pay Dr. Zhou $876,087 in cash no later than November 24, 2017, transfer 500,000 shares of common stock of the Company to Dr. Zhou no later than November 24, 2017 and issue Dr. Zhou 400 shares of common stock of GenExosome no later than November 24, 2017. As a result of the above transactions, the Company holds 60% of GenExosome and Dr. Zhou holds 40% of GenExosome.

On October 25, 2017, GenExosome entered into and closed a Stock Purchase Agreement with Beijing Jieteng (GenExosome) Biotech Co. Ltd., a corporation incorporated in the People's Republic of China ("Beijing GenExosome") and Dr. Zhou, the sole shareholder of Beijing GenExosome, pursuant to which GenExosome acquired all of the issued and outstanding securities of Beijing GenExosome in consideration of a cash payment in the amount of $450,000, which shall be paid upon Beijing GenExosome recording the change in ownership with the Ministry of Commerce of the People's Republic of China in accordance with the Interim Measures for Record Management regarding the Establishment and Change of Foreign-invested Enterprises (revised).

On October 25, 2017, GenExosome increased its size of its board of directors from one to four and appointed Wenzhao "Daniel" Lu, Meng Li and Dr. Zhou to the board of directors. In addition, Dr. Zhou was appointed as Co-Chief Executive Officer of GenExosome.

On October 25, 2017, Dr. Zhou and GenExosome entered into an Executive Retention Agreement pursuant to which Dr. Zhou agreed to serve as Co-Chief Executive Officer in consideration of an annual salary of $160,000. Dr. Zhou and GenExosome also entered into an Invention Assignment, Confidentiality, Non-Compete and Non-Solicit Agreement.

Beijing GenExosome is engaged in the development of exosome technology to improve diagnosis and management of diseases. Exosomes are tiny, subcellular, membrane-bound vesicles in diameter of 30-150 nm that are released by almost all cell types and that can carry membrane and cellular proteins, as well as genetic materials that are representative of the cell of origin. Profiling various bio-molecules in exosomes may serve as useful biomarkers for a wide variety of diseases. Beijing GenExosome's research kits are designed to be used by researchers for biomarker discovery and clinical diagnostic development, and the advancement of targeted therapies. Currently, research kits and service are available to isolate exosomes or extract exosomal RNA/protein from serum/plasma, urine and saliva samples. Beijing GenExosome is seeking to decode proteomic and genomic alterations underlying a wide-range of pathologies, thus allowing for the introduction of novel non-invasive "liquid biopsies". Its mission is focused toward diagnostic advancements in the fields of oncology, infectious diseases and fibrotic diseases, and discovery of disease-specific exosomes to provide disease origin insight necessary to enable personalized clinical management. There is no guarantee that Beijing GenExosome will be able to successfully achieve its stated mission.

The foregoing information is a summary of the agreements involved in the transactions described above, is not complete, and is qualified in its entirety by reference to the full text of the agreements, which are attached an exhibit to this Current Report on Form 8-K. Readers should review the agreements for a complete understanding of the terms and conditions associated with this transaction.

Item 9.01 Financial Statements and Exhibits

(a) Financial Statements of Business Acquired

Audited Financial Statements of Beijing Jieteng (GenExosome) Biotech Co. Ltd. as of December 31, 2016 and for the period from August 7, 2015 (date of inception) through December 31, 2015 (to be filed by amendment)

Unaudited Financial Statements of Beijing Jieteng (GenExosome) Biotech Co. Ltd. as of June 30, 2017 and 2016 and for the three and six months ended June 30, 2017 and 2016 (to be filed by amendment)

(b) Pro Forma Financial Information

(to be filed by amendment)

(c) Shell Company Transactions

Not applicable

(d) Exhibits

Exhibit No.	Description
4.1	Form of Subscription Agreement between Avalon GloboCare Corp. and the October 2017 Accredited Investors
10.1	Securities Purchase Agreement between Avalon GloboCare Corp. and GenExosome Technologies Inc. dated October 25, 2017
10.2	Asset Purchase Agreement between GenExosome Technologies Inc. and Yu Zhou dated October 25, 2017
10.3	Stock Purchase Agreement between GenExosome Technologies Inc., Beijing Jieteng (GenExosome) Biotech Co. Ltd. and Yu Zhou dated October 25, 2017
10.4	Executive Retention Agreement between GenExosome Technologies Inc. and Yu Zhou dated October 25, 2017
10.5	Invention Assignment, Confidentiality, Non-Compete and Non-Solicit Agreement between GenExosome Technologies Inc. and Yu Zhou dated October 25, 2017

SIGNATURES

Pursuant to the requirements of the Securities and 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: October 26, 2017

By: /s/ Dr. David K. Jin
Name: David K. Jin
Title: Chief Executive Officer, President and Director

Exhibit 4.1

EXHIBIT A

SUBSCRIPTION AGREEMENT

AVALON GLOBOCARE CORP.

Avalon GloboCare Corp. (the “Company”) has authorized for sale 4,000,000 shares of Common Stock (“Common Stock”) on a “best efforts” basis for the maximum offering of $4,000,000. The undersigned hereby subscribes for the Shares for the Subscription Price (as defined below and on the signature page attached hereto). The shares of Common Stock offered for sale by the Company are hereinafter referred to as the Shares shall also be referred to as the “Securities”. There is no escrow in this offering. The Company will be entitled to use the proceeds individually upon receipt from the subscriber.

The undersigned agrees to pay the Subscription Price for the Securities being purchased hereunder. The entire purchase price is due and payable upon the submission of this Subscription Agreement and shall be payable by wire transfer or check. However, in such event that the Subscription Price has been previously paid, then the Subscription Price shall be deemed fully paid.

The Company has the right to reject this subscription in whole or in part.

The undersigned acknowledges that the Securities being purchased hereunder and its component securities will not be registered under the Securities Act of 1933 (the “Act”), or the securities laws of any state (the “State Acts”), in reliance upon an exemption from the registration requirements of the Act and the State Acts; that absent an exemption from registration contained in the Act and the State Acts, the Securities, would require registration; and that the Company’s reliance upon such exemptions is based, in material part, upon the undersigned’s representations, warranties, and agreements contained in this Subscription Agreement.

1. The undersigned represents, warrants, and agrees as follows:

a. The undersigned agrees that this Subscription Agreement is and shall be irrevocable.

b. The undersigned has carefully read the Confidential Private Offering Memorandum, dated September 25, 2017, and exhibits thereto (the “Memorandum”) and the risk factors contained therein. The undersigned has been given the opportunity to ask questions of, and receive answers from, the Company concerning the terms and conditions of this Offering and the Memorandum and to obtain such additional information, to the extent the Company possesses such information or can acquire it without unreasonable effort or expense, necessary to verify the accuracy of same as the undersigned reasonably desires in order to evaluate the investment. The undersigned understands the Memorandum and the undersigned has had the opportunity to discuss any questions regarding any of the disclosure in the Memorandum with his counsel or other advisor. Notwithstanding the foregoing, the only information upon which the undersigned has relied is that set forth in the Memorandum and the associated risk factors. The undersigned has received no representations or warranties from the Company, its employees, agents or attorneys, in making this investment decision other than as set forth in the Memorandum. The undersigned does not desire to receive any further information.

c. The undersigned is aware that the purchase of the Securities is a speculative investment involving a high degree of risk, that there is no guarantee that the undersigned will realize any gain from this investment, and that the undersigned could lose the total amount of this investment.

d. The undersigned understands that no federal or state agency has made any finding or determination regarding the fairness of the Securities for investment, or any recommendation or endorsement of the Share.

e. The undersigned is purchasing the Securities for the undersigned's own account, with the intention of holding the Securities with no present intention of dividing or allowing others to participate in this investment or of reselling or otherwise participating, directly or indirectly, in a distribution of the Securities, and shall not make any sale, transfer, or pledge thereof without registration under the Act and any applicable securities laws of any state or unless an exemption from registration is available under those laws.

f. The undersigned represents that if an individual, he has adequate means of providing for his or her current needs and personal and family contingencies and has no need for liquidity in this investment in the Securities. The undersigned has no reason to anticipate any material change in his or her personal financial condition for the foreseeable future.

g. The undersigned is financially able to bear the economic risk of this investment, including the ability to hold the Securities indefinitely, or to afford a complete loss of his investment in the Securities.

h. The undersigned represents that the undersigned's overall commitment to investments which are not readily marketable is not disproportionate to the undersigned's net worth, and the undersigned's investment in the Securities will not cause such overall commitment to become excessive. The undersigned understands that the statutory basis on which the Securities are being sold to the undersigned and others would not be available if the undersigned's present intention were to hold the Securities for a fixed period or until the occurrence of a certain event. The undersigned realizes that in the view of the Securities and Exchange Commission (the "Commission"), a purchase now with a present intent to resell by reason of a foreseeable specific contingency or any anticipated change in the market value, or in the condition of the Company, or that of the industry in which the business of the Company is engaged or in connection with a contemplated liquidation, or settlement of any loan obtained by the undersigned for the acquisition of the Securities, and for which such Securities may be pledged as security or as donations to religious or charitable institutions for the purpose of securing a deduction on an income tax return, would, in fact, represent a purchase with an intent inconsistent with the undersigned's representations to the Company, and the Commission would then regard such sale as a sale for which the exemption from registration is not available. The undersigned will not pledge, transfer or assign this Subscription Agreement.

i. The undersigned represents that the funds provided for this investment are either separate property of the undersigned, community property over which the undersigned has the right of control, or are otherwise funds as to which the undersigned has the sole right of management. The undersigned is purchasing the Securities with the funds of the undersigned and not with the funds of any other person, firm, or entity and is acquiring the Securities for the undersigned's account. No person other than the undersigned has any beneficial interest in the Securities being purchased hereunder.

j. The address shown under the undersigned's signature at the end of this Subscription Agreement is the undersigned's principal residence if he or she is an individual, or its principal business address if it is a corporation or other entity.

k. The undersigned has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Securities.

l. The undersigned acknowledges that the certificates for the Securities which the undersigned will receive will contain a legend substantially as follows:

> THE SECURITIES WHICH ARE REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT PURPOSES ONLY AND NOT WITH A VIEW TO DISTRIBUTION OR RESALE, AND MAY NOT BE SOLD, TRANSFERRED, MADE SUBJECT TO A SECURITY INTEREST, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED OF UNLESS AND UNTIL REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT"), AS AMENDED, OR EVIDENCE SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER SUCH ACT.

The undersigned further acknowledges that a stop transfer order will be placed upon the certificates for the securities in accordance with the Act. The undersigned further acknowledges that the Company is under no obligation to aid the undersigned in obtaining any exemption from registration requirements.

m. The undersigned represents that he is an "accredited investor" as that term is defined under the Act.

n. The undersigned represents that (i) the undersigned was contacted regarding the sale of the Securities by the Company (or an authorized agent or representative thereof) with whom the undersigned had a prior substantial pre-existing relationship and (ii) no Securities were offered or sold to it by means of any form of general solicitation or general advertising, and in connection therewith, the undersigned did not (A) receive or review any advertisement, article, notice or other communication published in a newspaper or magazine or similar media or broadcast over television or radio, whether closed circuit, or generally available; or (B) attend any seminar meeting or industry investor conference whose attendees were invited by any general solicitation or general advertising. The undersigned is not aware of nor did it review any registration statement or prospectus filed by the Company with the SEC.

2. The undersigned expressly acknowledges and agrees that the Company is relying upon the undersigned's representations contained in the Subscription Agreement.

3. The Company has been duly and validly incorporated and is validly existing and in good standing as a corporation under the laws of the State of Delaware. The Company represents that it has all requisite power and authority, and all necessary authorizations, approvals and orders required as of the date hereof to enter into this Subscription Agreement and to be bound by the provisions and conditions hereof.

4. Except as otherwise specifically provided for hereunder, no party shall be deemed to have waived any of his or its rights hereunder or under any other agreement, instrument or papers signed by any of them with respect to the subject matter hereof unless such waiver is in writing and signed by the party waiving said right. Except as otherwise specifically provided for hereunder, no delay or omission by any party in exercising any right with respect to the subject matter hereof shall operate as a waiver of such right or of any such other right. A waiver on any one occasion with respect to the subject matter hereof shall not be construed as a bar to, or waiver of, any right or remedy on any future occasion. All rights and remedies with respect to the subject matter hereof, whether evidenced hereby or by any other agreement, instrument, or paper, will be cumulative, and may be exercised separately or concurrently.

5. The parties have not made any representations or warranties with respect to the subject matter hereof not set forth herein, and this Subscription Agreement, together with any instruments or documents executed simultaneously herewith in connection with this offering, constitutes the entire agreement between them with respect to the subject matter hereof. All understandings and agreements heretofore had between the parties with respect to the subject matter hereof are merged in this Subscription Agreement and any such instruments and documents, which alone fully and completely expresses their agreement.

6. This Subscription Agreement may not be changed, modified, extended, terminated or discharged orally, but only by an agreement in writing, which is signed by all of the parties to this Subscription Agreement.

7. The parties agree to execute any and all such other further instruments and documents, and to take any and all such further actions reasonably required to effectuate this Subscription Agreement and the intent and purposes hereof.

8. This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey and the undersigned hereby consents to the jurisdiction of the courts of the State of New Jersey and the United States District Courts situated therein.

9. The undersigned represents and warrants that he, she or it comes within one category marked below, and that for any category marked, he, she or it has truthfully set forth, where applicable, the factual basis or reason the undersigned comes within that category. ALL INFORMATION IN RESPONSE TO THIS SECTION WILL BE KEPT STRICTLY CONFIDENTIAL. The undersigned agrees to furnish any additional information which the Company deems necessary in order to verify the answers set forth below.

Category A___ The undersigned is an individual (not a partnership, corporation, etc.) whose individual net worth, or joint net worth with his or her spouse, presently exceeds $1,000,000. (In calculating net worth you may include equity in personal property and real estate (but excluding your principal residence), cash, short-term investments, stock and securities. Equity in personal property and real estate should be based on the fair market value of such property less debt secured by such property.)

Category B___ The undersigned is an individual (not a partnership, corporation, etc.) who had an income in excess of $200,000 in each of the two most recent years, or joint income with his or her spouse in excess of $300,000 in each of those years (in each case including foreign income, tax exempt income and full amount of capital gains and losses but excluding any income of her family members and any unrealized capital appreciation) and has a reasonable expectation of reaching the same income level in the current year.

Category C___ The undersigned is a director or executive officer of the Company.

Category D___ The undersigned is a bank; a savings and loan association; insurance company; registered investment company; registered business development company; licensed small business investment company ("SBIC"); or employee benefit plan within the meaning of Title 1 of ERISA and (a) the investment decision is made by a plan fiduciary which is either a bank, savings and loan association, insurance company or registered investment advisor, or (b) the plan has total assets in excess of $5,000,000 or (c) is a self directed plan with investment decisions made solely by persons that are accredited investors. (describe entity)

Category E___ The undersigned is a private business development company as defined in section 202(a)(22) of the Investment Advisors Act of 1940. (describe entity)

Category F___ The undersigned is either a corporation, partnership, Massachusetts business trust, or non-profit organization within the meaning of Section 501(c)(3) of the Internal Revenue Code, in each case not formed for the specific purpose of acquiring the Securities and with total assets in excess of $5,000,000. (describe entity)

Category G___ The undersigned is a trust with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the Securities, where the purchase is directed by a "sophisticated investor" as defined in Regulation 506(b)(2)(ii) under the Act.

Category H___ The undersigned is an entity (other than a trust) in which all of the equity owners are "accredited investors" within one or more of the above categories. If relying upon this Category alone, each equity owner must complete a separate copy of this agreement.

The undersigned agrees that the undersigned will notify the Company at any time on or prior to the closing in the event that the representations and warranties in this agreement shall cease to be true, accurate and complete.

10. SUITABILITY (please answer each question)

(a) Please describe your current employment, including the company by which you are employed and its principal business:

(b) Please describe any college or graduate degrees held by you:

(c) Please list types of prior investments:

(d) Please state whether you have participated in other private placements before:

YES_______ NO_______

(e) If your answer to question (d) above was "YES", please indicate frequency of such prior participation in private placements of:

	Public Companies	Private Companies
Frequently		
Occasionally		
Never		

(f) Do you expect your current level of income to significantly decrease in the foreseeable future:

YES_______ NO_______

(g) For trust, corporate, partnership and other institutional subscribers, do you expect your total assets to significantly decrease in the foreseeable future:

YES_______ NO_______

(h) Do you have any other investments or contingent liabilities which you reasonably anticipate could cause you to need sudden cash requirements in excess of cash readily available to you:

YES_______ NO_______

(i) Are you familiar with the risk aspects and the non-liquidity of investments such as the securities for which you seek to subscribe?

YES_______ NO_______

(j) Do you understand that there is no guarantee of financial return on this investment and that you run the risk of losing your entire investment?

YES_______ NO_______

11. MANNER IN WHICH TITLE IS TO BE HELD. (circle one)

(a) Individual Ownership
(b) Community Property
(c) Joint Tenant with Right of Survivorship (both parties must sign)
(d) Partnership
(e) Tenants in Common
(f) Company
(g) Trust
(h) Other

12. FINRA AFFILIATION.

Are you affiliated or associated with an FINRA member firm (please check one):

Yes _________ No __________

If Yes, please describe:

If you are affiliated or associated with an FINRA member firm, please advise if you are purchasing the Securities in the ordinary course of business and that you have no agreements or understandings, directly or indirectly, with any person to distribute the securities. (please check one):

Yes _________ No __________

*If the undersigned is a Registered Representative with an FINRA member firm, have the following acknowledgment signed by the appropriate party:

The undersigned FINRA member firm acknowledges receipt of the notice required by Article 3, Sections 28(a) and (b) of the Rules of Fair Practice.

____

Name of FINRA Member Firm

By: ____

Authorized Officer

Date:

13. The undersigned is informed of the significance to the Company of the foregoing representations and answers contained therein and such answers have been provided under the assumption that the Company will rely on them.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXECUTION BY SUBSCRIBER

$__________________________ ($1.00 per share) (the "Subscription Price")

Shares______________________ (determined by dividing the above subscription amount by $1.00)

___

Exact Name in Which Title is to be Held

___

(Signature)

___

Name and Title (if applicable)

___

Address: Number and Street

___

City State Zip Code

___

Social Security Number or Tax Identification Number

Accepted this ___ day of _________, 2017 on behalf of Avalon GloboCare Corp.

By: ______________________________
Name:
Title:

Exhibit 10.1

SECURITIES PURCHASE AGREEMENT

This **SECURITIES PURCHASE AGREEMENT** (the "Agreement"), dated as of October 25, 2017, by and between **GenExosome Technologies Inc.**, a Nevada corporation (the "Company"), and **Avalon GloboCare Corp.**, a Delaware corporation ("Investor").

WHEREAS:

A. The Company and Investor are executing and delivering this Agreement in reliance upon the exemption from securities registration afforded by the rules and regulations as promulgated by the United States Securities and Exchange Commission (the "SEC") under the Securities Act of 1933, as amended (the "1933 Act");

B. Investor desires to purchase and the Company desires to issue and sell, upon the terms and conditions set forth in this Agreement, 600 shares of common stock, $0.0001 par value (the "Common Stock") of the Company (the "Shares" or the "Securities").

C. Closing. The purchase and sale of the Shares shall take place at one closing (the "Closing"). The Closing of the transaction contemplated by this Agreement shall take place on the date hereof simultaneously with the execution and delivery of this Agreement by all parties hereto (such date, the "Closing Date"). Subject to the terms and conditions hereof, at the Closing, Investor shall subscribe for and purchase the Shares from the Company in consideration of (i) $1,326,087 (the "Cash Purchase Price") and (ii) 500,000 shares of common stock of the Investor (the the "Equity Purchase Price" and together with the Cash Purchase Price, the "Purchase Price"), and the Company shall issue and sell such Shares to Investor for the Purchase Price.

NOW THEREFORE, the Company and Investor severally (and not jointly) hereby agree as follows:

1. Purchase and Sale of the Shares.

a. Purchase of the Shares. On the Closing Date, the Company shall issue and sell to Investor and Investor agrees to purchase from the Company the Shares for the Purchase Price. Within thirty (30) days, Investor shall pay $876,087 of the Cash Purchase Price by wire transfer of immediately available funds to the Company, in accordance with the Company's written wiring instructions. Within sixty (60) days, Investor shall pay $450,000 of the Cash Purchase Price by wire transfer of immediately available funds to the Company, in accordance with the Company's written wiring instructions. In addition, Investor shall direct its transfer agent to issue and deliver the Equity Purchase Price within thirty (30) days of the Closing.

b. Closing Date. Investor agrees to pay the Purchase Price for the Shares being purchased hereunder. The Cash Purchase Price is due and payable upon the execution and delivery of this Agreement on the Closing Date and shall be payable by wire transfer and the Equity Purchase Price shall be delivered as set forth above.

c. Closing Deliveries.

(i) At the Closing, the Company shall deliver to Investor a certificate evidencing the Shares being purchased at the Closing.

(ii) At the Closing, Investor shall deliver and pay to the Company, by wire transfer of immediately available funds to the account specified in advance by the Company, the Cash Purchase Price.

(iii) Investor shall direct its transfer agent to issue and deliver the Equity Purchase Price within thirty (30) days of the Closing.

(iv) The issuance of the above Securities will be exempt from the registration requirements of the Securities Act of 1933, as amended (the "Act"), pursuant to an exemption provided by Section 4(2) thereunder and/or Regulation D as promulgated under the Act.

2. Investor's Representations and Warranties. Investor represents and warrants to the Company that:

a . Investment Purpose. Investor is purchasing the Shares pursuant to this Agreement for its own account and not with a present view towards the public sale or distribution thereof, except pursuant to sales registered or exempted from registration under the 1933 Act; provided, however, that by making the representations herein, Investor does not agree to hold any of the Securities for any minimum or other specific term and reserves the right to dispose of the Securities at any time in accordance with or pursuant to a registration statement or an exemption under the 1933 Act.

b. Accredited Investor Status. Investor is an "accredited investor" as that term is defined in Rule 501(a) of Regulation D (an "Accredited Investor").

c . Reliance on Exemptions. Investor understands that the Securities are being offered and sold to it in reliance upon specific exemptions from the registration requirements of United States federal and state securities laws and that the Company is relying upon the truth and accuracy of, and Investor's compliance with, the representations, warranties, agreements, acknowledgments and understandings of Investor set forth herein in order to determine the availability of such exemptions and the eligibility of Investor to acquire the Securities.

d . Information. Investor and its advisors, if any, have been furnished with all materials relating to the business, finances and operations of the Company and materials relating to the offer and sale of the Securities which have been requested by Investor or his advisors. Investor and its advisors, if any, have been, afforded the opportunity to ask questions of the Company. Neither such inquiries nor any other due diligence investigation conducted by Investor or any of his advisors or representatives shall modify, amend or affect Investor's right to rely on the Company's representations and warranties contained in Section 3 below. Investor understands that its investment in the Securities involves a significant degree of risk.

e . Governmental Review. Investor understands that no United States federal or state agency or any other government or governmental agency has passed upon or made any recommendation or endorsement of the Securities.

f. Transfer or Re-sale. Investor understands that (i) the sale or re-sale of the Securities has not been and is not being registered under the 1933 Act or any applicable state securities laws, and the Securities may not be transferred unless (a) the Securities are sold pursuant to an effective registration statement under the 1933 Act, (b) Investor shall have delivered to the Company, at the cost of Investor, an opinion of counsel that shall be in form, substance and scope customary for opinions of counsel in comparable transactions to the effect that the Securities to be sold or transferred may be sold or transferred pursuant to an exemption from such registration, (c) the Securities are sold or transferred to an "affiliate" (as defined in Rule 144 promulgated under the 1933 Act (or a successor rule) ("Rule 144")) of Investor who agrees to sell or otherwise transfer the Securities only in accordance with this Section 2(f) and who is an Accredited Investor, (d) the Securities are sold pursuant to Rule 144, or (e) the Securities are sold pursuant to Regulation S under the 1933 Act (or a successor rule) ("Regulation S"), and Investor shall have delivered to the Company, at the cost of Investor, an opinion of counsel that shall be in form, substance and scope customary for opinions of counsel in corporate transactions; (ii) any sale of such Securities made in reliance on Rule 144 may be made only in accordance with the terms of said Rule and further, if said Rule is not applicable, any re-sale of such Securities under circumstances in which the seller (or the person through whom the sale is made) may be deemed to be an underwriter (as that term is defined in the 1933 Act) may require compliance with some other exemption under the 1933 Act or the rules and regulations of the SEC thereunder; and (iii) neither the Company nor any other person is under any obligation to register such Securities under the 1933 Act or any state securities laws or to comply with the terms and conditions of any exemption thereunder (in each case). Notwithstanding the foregoing or anything else contained herein to the contrary, the Securities may be pledged as collateral in connection with a bona fide margin account or other lending arrangement.

g . Legends. Investor understands that until such time as the Shares have been registered under the 1933 Act or may be sold pursuant to Rule 144 or Regulation S without any restriction as to the number of securities as of a particular date that can then be immediately sold, the Shares may bear a restrictive legend in substantially the following form (and a stop-transfer order may be placed against transfer of the certificates for such Securities):

> **"NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE EXERCISABLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL, IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT."**

h . Authorization; Enforcement. This Agreement has been duly and validly authorized. This Agreement has been duly executed and delivered on behalf of Investor, and this Agreement constitutes a valid and binding agreement of Investor enforceable in accordance with its terms.

i. Residency. Investor is a resident of the jurisdiction set forth immediately below Investor's name on the signature pages hereto.

3. Representations and Warranties of the Company. The Company represents and warrants to Investor that:

a. Organization and Qualification. The Company and each of its subsidiaries (as defined below), if any, is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated, with full power and authority (corporate and other) to own, lease, use and operate its properties and to carry on its business as and where now owned, leased, used, operated and conducted. The Company and each of its Subsidiaries is duly qualified as a foreign corporation to do business and is in good standing in every jurisdiction in which its ownership or use of property or the nature of the business conducted by it makes such qualification necessary except where the failure to be so qualified or in good standing would not have a Material Adverse Effect. "Material Adverse Effect" means any material adverse effect on the business, operations, assets, financial condition or prospects of the Company or its Subsidiaries, if any, taken as a whole, or on the transactions contemplated hereby or by the agreements or instruments to be entered into in connection herewith. "Subsidiaries" means any corporation or other organization, whether incorporated or unincorporated, in which the Company owns, directly or indirectly, any equity or other ownership interest.

b . Authorization; Enforcement. (i) The Company has all requisite corporate power and authority to enter into and perform this Agreement and to consummate the transactions contemplated hereby and thereby and to issue the Securities, in accordance with the terms hereof and thereof, (ii) the execution and delivery of this Agreement by the Company and the consummation by it of the transactions contemplated hereby and thereby (including without limitation, the issuance of the Shares) have been duly authorized by the Company's Board of Directors and no further consent or authorization of the Company, its Board of Directors, or its shareholders is required, (iii) this Agreement has been duly executed and delivered by the Company by its authorized representative, and such authorized representative is the true and official representative with authority to sign this Agreement and the other documents executed in connection herewith and bind the Company accordingly, and (iv) this Agreement constitutes, and upon execution and delivery by the Company of the Shares, each of such instruments will constitute, a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms.

c . Capitalization. As of the date hereof, the authorized capital stock of the Company consists of 10,000 shares of Common Stock, $0.0001 par value per share, of which 1,000 shares will be issued and outstanding. All of such outstanding shares of capital stock are, or upon issuance will be, duly authorized, validly issued, fully paid and non-assessable. No shares of capital stock of the Company are subject to preemptive rights or any other similar rights of the shareholders of the Company or any liens or encumbrances imposed through the actions or failure to act of the Company. The Company, upon request of Investor, will furnish to Investor true and correct copies of the Company's Certificate of Incorporation as in effect on the date hereof ("Certificate of Incorporation"), the Company's By-laws, as in effect on the date hereof (the "By-laws") and the Company's Certificate of Designation as in effect on the date hereof ("Certificate of Designation").

d . Issuance of Shares. The Shares are duly authorized and reserved for issuance and are validly issued, fully paid and non-assessable, and 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 Company and will not impose personal liability upon the holder thereof.

e . Acknowledgment of Dilution. The Company understands and acknowledges the potentially dilutive effect to the Common Stock upon the issuance of the Shares. The Company further acknowledges that the Shares are absolute and unconditional regardless of the dilutive effect that such issuances may have on the ownership interests of other shareholders of the Company.

f . No Conflicts. The execution, delivery and performance of this Agreement and the consummation by the Company of the transactions contemplated hereby and will not (i) conflict with or result in a violation of any provision of the Certificate of Incorporation, By-laws or Certificate of Designation or (ii) violate or conflict with, or result in a breach of any provision of, or constitute a default (or an event which with notice or lapse of time or both could become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture, patent, patent license or instrument to which the Company or any of its Subsidiaries is a party, or (iii) result in a violation of any law, rule, regulation, order, judgment or decree (including federal and state securities laws and regulations and regulations of any self-regulatory organizations to which the Company or its securities are subject) applicable to the Company or any of its Subsidiaries or by which any property or asset of the Company or any of its Subsidiaries is bound or affected (except for such conflicts, defaults, terminations, amendments, accelerations, cancellations and violations as would not, individually or in the aggregate, have a Material Adverse Effect).

g. Intentionally left blank.

h. Intentionally left blank.

i . Absence of Litigation. There is no action, suit, claim, proceeding, inquiry or investigation before or by any court, public board, government agency, self-regulatory organization or body pending or, to the knowledge of the Company or any of its Subsidiaries, threatened against or affecting the Company or any of its Subsidiaries, or their officers or directors in their capacity as such, that could have a Material Adverse Effect.

j . No Materially Adverse Contracts, Etc. Neither the Company nor any of its Subsidiaries is subject to any charter, corporate or other legal restriction, or any judgment, decree, order, rule or regulation which in the judgment of the Company's officers has or is expected in the future to have a Material Adverse Effect. Neither the Company nor any of its Subsidiaries is a party to any contract or agreement which in the judgment of the Company's officers has or is expected to have a Material Adverse Effect.

k . Tax Status. The Company and each of its Subsidiaries has made or filed all federal, state and foreign income and all other tax returns, reports and declarations required by any jurisdiction to which it is subject (unless and only to the extent that the Company and each of its Subsidiaries has set aside on its books provisions reasonably adequate for the payment of all unpaid and unreported taxes) and has paid all taxes and other governmental assessments and charges that are material in amount, shown or determined to be due on such returns, reports and declarations, except those being contested in good faith and has set aside on its books provisions reasonably adequate for the payment of all taxes for periods subsequent to the periods to which such returns, reports or declarations apply.

l. Certain Transactions. Except for arm's length transactions pursuant to which the Company or any of its Subsidiaries makes payments in the ordinary course of business upon terms no less favorable than the Company or any of its Subsidiaries could obtain from third parties and other than the employment agreements with management as set forth in the Company Materials.

m. Disclosure. All information relating to or concerning the Company or any of its Subsidiaries set forth in this Agreement in connection with the transactions contemplated hereby is true and correct in all material respects and the Company has not omitted to state any material fact necessary in order to make the statements made herein or therein, in light of the circumstances under which they were made, not misleading.

n. Intentionally left blank.

o. No Brokers. The Company has taken no action which would give rise to any claim by any person for brokerage commissions, transaction fees or similar payments relating to this Agreement or the transactions contemplated hereby.

4. Covenants.

a . Best Efforts. The parties shall use their best efforts to satisfy timely each of the conditions described in Section 6 and 7 of this Agreement.

b . Form D; Blue Sky Laws. The Company agrees to file a Form D with respect to the Securities as required under Regulation D and to provide a copy thereof to Investor promptly after such filing. The Company shall, on or before the Closing Date, take such action as the Company shall reasonably determine is necessary to qualify the Securities for sale to Investor at the applicable closing pursuant to this Agreement under applicable securities or "blue sky" laws of the states of the United States (or to obtain an exemption from such qualification), and shall provide evidence of any such action so taken to Investor on or prior to the Closing Date.

5. Conditions to the Company's Obligation to Issue. The obligation of the Company hereunder to issue and sell the Shares to Investor at the Closing is subject to the satisfaction, at or before the Closing Date of each of the following conditions thereto, provided that these conditions are for the Company's sole benefit and may be waived by the Company at any time in its sole discretion:

(a) Investor shall have executed this Agreement and delivered the same to the Company.

(b) Investor shall have delivered the Cash Purchase Price in accordance with Section 1(a) above and Investor shall direct its transfer agent to issue and deliver the Equity Purchase Price within thirty (30) days of the Closing.

(c) The representations and warranties of the Investor shall be true and correct in all material respects as of the date when made and as of the Closing Date as though made at that time (except for representations and warranties that speak as of a specific date), and the Investor shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by the Investor at or prior to the Closing Date.

(d) No litigation, statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or endorsed by or in any court or governmental authority of competent jurisdiction or any self-regulatory organization having authority over the matters contemplated hereby which prohibits the consummation of any of the transactions contemplated by this Agreement.

6 . Conditions to Investor's Obligation to Purchase. The obligation of Investor hereunder to purchase the Shares at the Closing is subject to the satisfaction, at or before the Closing Date of each of the following conditions, provided that these conditions are for Investor's sole benefit and may be waived by Investor at any time in his sole discretion:

(a) The Company shall have executed this Agreement and delivered the same to Investor.

(b) The Company shall have delivered to Investor the Shares within five business days of the Closing Date.

(c) The representations and warranties of the Company shall be true and correct in all material respects as of the date when made and as of the Closing Date as though made at such time (except for representations and warranties that speak as of a specific date) and the Company shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by the Company at or prior to the Closing Date.

(d) No litigation, statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or endorsed by or in any court or governmental authority of competent jurisdiction or any self-regulatory organization having authority over the matters contemplated hereby which prohibits the consummation of any of the transactions contemplated by this Agreement.

(e) No event shall have occurred which could reasonably be expected to have a Material Adverse Effect on the Company.

7. Governing Law; Miscellaneous.

a. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to principles of conflicts of laws. Any action brought by either party against the other concerning the transactions contemplated by this Agreement shall be brought only in the state courts of New Jersey or in the federal courts located in the state and county of Monmouth. The parties to this Agreement hereby irrevocably waive any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon *forum non conveniens*. The Company and Investor waive trial by jury. The prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs. In the event that any provision of this Agreement 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 of any agreement. 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 Agreement or any other Transaction Document 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 Agreement 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.

b . Counterparts; Signatures by Facsimile. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party. This Agreement, once executed by a party, may be delivered to the other party hereto by facsimile transmission of a copy of this Agreement bearing the signature of the party so delivering this Agreement.

c . Headings. The headings of this Agreement are for convenience of reference only and shall not form part of, or affect the interpretation of, this Agreement.

d . Severability. In the event that any provision of this Agreement 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 provision hereof which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision hereof.

e . Entire Agreement; Amendments. This Agreement and the instruments referenced herein contain the entire understanding of the parties with respect to the matters covered herein and therein and, except as specifically set forth herein or therein, neither the Company nor Investor makes any representation, warranty, covenant or undertaking with respect to such matters. No provision of this Agreement may be waived or amended other than by an instrument in writing signed by the majority in interest of Investor.

f . 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 facsimile, 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 facsimile, with accurate confirmation generated by the transmitting facsimile machine, 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 Company, to the address set forth on the signature page

If to Investor, the address as set forth on the signature page.

Each party shall provide notice to the other party of any change in address.

g . Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. Neither the Company nor Investor shall assign this Agreement or any rights or obligations hereunder without the prior written consent of the other.

h . Third Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

i . Survival. The representations and warranties of the Company and the agreements and covenants set forth in this Agreement shall survive the closing hereunder notwithstanding any due diligence investigation conducted by or on behalf of Investor. The Company agrees to indemnify and hold harmless each of Investor and all their officers, directors, employees and agents for loss or damage arising as a result of or related to any breach or alleged breach by the Company of any of its representations, warranties and covenants set forth in this Agreement or any of its covenants and obligations under this Agreement, including advancement of expenses as they are incurred.

j . Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

k. No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

l . Remedies. The Company acknowledges that a breach by it of its obligations hereunder will cause irreparable harm to Investor by vitiating the intent and purpose of the transaction contemplated hereby. Accordingly, the Company acknowledges that the remedy at law for a breach of its obligations under this Agreement will be inadequate and agrees, in the event of a breach or threatened breach by the Company of the provisions of this Agreement, that Investor shall be entitled, in addition to all other available remedies at law or in equity, and in addition to the penalties assessable herein, to an injunction or injunctions restraining, preventing or curing any breach of this Agreement and to enforce specifically the terms and provisions hereof, without the necessity of showing economic loss and without any bond or other security being required.

IN WITNESS WHEREOF, the undersigned Investor and the Company have caused this Agreement to be duly executed as of the date first above written.

GeneExome Technologies Inc.

By:/s/ David Jin
Name: David Jin
Title: Co-Chief Executive Officer
Address:

83 South Street, Suite 101
Freehold, New Jersey 07728

Avalon GloboCare Corp.

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

Address:

83 South Street, Suite 101
Freehold, New Jersey 07728

Exhibit 10.2

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into as of October 25, 2017 among GENEXOSOME TECHNOLOGIES INC., a Nevada corporation ("Buyer") and Yu Zhou (the "Seller").

WHEREAS, the Seller is engaged in the business of researching, developing and commercializing exosome technologies (the "Business"); and

WHEREAS, the Seller desires to sell, and the Buyer desires to purchase and acquire all of the Assets (as hereinafter defined) including, without limitation, all intellectual property and contractual rights and the other assets either designated in this Agreement and/or utilized in the Seller's Business;

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Agreement and the representations, warranties, covenants, agreements, conditions and promises contained herein and therein, the parties hereto hereby agree as follows:

ARTICLE 1.
PURCHASE AND SALE OF ASSETS

1.1. PURCHASE AND SALE OF ASSETS. In accordance with the provisions of this Agreement, the Seller hereby sells, transfers, assigns and delivers free from all liens, charges and encumbrances to the Buyer, and the Buyer hereby purchases, acquires and accepts from the Seller, the right, title and interest in and to all of the properties and assets of the Seller (the "Assets") that are used and/or necessary for the Business, including, but not limited to, the assets set forth on Schedule 1.1, and the following assets:

(a) All industrial and intellectual property rights, including, without limitation, those certain patents set forth on Schedule 1.1(a), all other patents not specifically set forth herein, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright registrations, copyright applications, franchises, licenses, databases, "URL's" and Internet domain names and applications therefor (and all interest therein), computer programs and other computer software, user interfaces, know-how, trade secrets, customer lists, proprietary technology, processes and formulae, source code, object code, algorithms, architecture, structure, display screens, layouts, development tools, instructions, templates, marketing materials, inventions, trade dress, logos and designs and all documentation and media constituting, describing or relating to the foregoing ("Intellectual Property Rights");

(b) all equipment and tangible personal property owned or leased by the Seller);

(c) the unused brochures, literature, advertising, catalogues, photographs, display materials, media materials, packaging materials and other similar items which have been produced by or for the Seller;

(d) the photographs, display materials, media materials, packaging materials, business plans, presentations, and other similar items which have been produced by or for the Seller;

(e) the goodwill of the Seller in connection with the Business and the exclusive right to represent itself as carrying on the Business in succession to Seller; and

(f) all other assets (i.e., other than as described above and properties of every nature whatsoever, without limitation, whether tangible and intangible, and wherever located of the Seller.

1.2. EXCLUDED LIABILITIES.

(a) It is expressly agreed and understood that the Buyer shall not assume any liabilities (collectively, the liabilities not being assumed by the Buyer are referred to herein as "Excluded Liabilities"). All responsibility with respect to all liabilities of the Seller including, but not limited to, the Excluded Liabilities, shall remain with the Seller.

(b) The Buyer shall not assume or be bound by any obligations or liabilities of the Seller or any affiliate of the Seller of any kind or nature, known, unknown, accrued, absolute, contingent or otherwise, whether now existing or hereafter arising.

(c) The Seller shall be solely (as between the Seller and the Buyer) responsible for and pay any and all debts, losses, damages, obligations, liens, assessments, judgments, fines, disposal and other costs and expenses, liabilities and claims, including, without limitation, interest, penalties and fees of counsel and experts, as the same are incurred, of every kind or nature whatsoever made by or owed to any person.

1.3. PURCHASE PRICE.

(a) PAYMENT OF CONSIDERATION. The aggregate purchase price payable for the Assets consists of:

(i) an aggregate of $876,087 in cash (the "Cash Consideration");

(ii) 500,000 shares of common stock, $0.0001 par value per share, of Avalon GloboCare Corp. ("Avalon") held by the Buyer (the "Avalon Stock");

(iii) 400 shares of common stock, $0.0001 par value per share, of the Buyer (together with the Avalon Stock, the "Stock Consideration").

(b) TAXES. The Seller shall pay any and all municipal, county, state and federal sales and documentary transfer taxes, impositions, liens, leases, assessments and similar charges if any, incurred by the Buyer or the Seller in connection with the transaction contemplated by this Agreement. Each party shall in a timely manner sign and swear to any return, certificate, questionnaire or affidavit as to matters within its knowledge required in connection with the payment of any such tax.

1.4. CLOSING. The closing of the transactions contemplated hereunder (the "Closing") will take place on October 25, 2017 (the "Closing Date"), unless another date is agreed to in writing by the parties. The Closing shall take place at the offices of Avalon, 83 South Street, Suite 101, Freehold, New Jersey 07728, unless another place is agreed to in writing by the parties. As of the Closing Date, all of the Assets will be transferred to the Buyer. Within thirty (30) days of the Closing, the Cash Consideration will be delivered by wire transfer in accordance with the instructions provided by the Seller. Within thirty (30) days of the Closing, the Stock Consideration will be issued and delivered to the Seller in accordance with the instructions provided by the Seller.

ARTICLE 2.
REPRESENTATIONS AND WARRANTIES

As used with respect to the Seller or the Buyer, as the case may be, the term "Material Adverse Effect" or "Material Adverse Change" means (i) any change, event, inaccuracy, violation, circumstance or effect, individually or in the aggregate, that has or is reasonably likely to have a material adverse effect on the business, assets (including intangible assets), operations, results of operations, properties or financial condition of the party and its subsidiaries taken as a whole, other than changes or effects (A) caused by changes in general economic or securities markets conditions, (B) that affect the business in which such party and its subsidiaries operate in general and that do not have a materially disproportionate effect on such party and its subsidiaries or (C) resulting from the announcement or proposed consummation of this Agreement and the transactions contemplated hereby (including any security holder class action litigation arising from allegations of a breach of fiduciary duty relating to this Agreement).

2.1. REPRESENTATIONS AND WARRANTIES OF THE SELLER. The Seller represents and warrants to the Buyer as set forth below.

(a) QUALIFICATION AND POWER. The Seller has all requisite power and authority to (A) own, lease and operate their properties and assets and to carry on business as now being conducted and as proposed to be conducted, (B) to enter into this Agreement, (C) to perform the obligations hereunder and thereunder, and (D) to consummate the transactions contemplated hereby and thereby.

(b) ABSENCE OF UNDISCLOSED LIABILITIES. As of the Closing Date (i) the Seller had no liability or obligation of any nature (whether known or unknown, matured or unmatured, fixed or contingent, secured or unsecured, accrued, absolute or otherwise ("Liability")) which was not provided for or disclosed as of the Closing Date, and (ii) all liability reserves established by the Seller and set forth thereon were adequate for all such Liabilities at the respective dates thereof.

(c) INTELLECTUAL PROPERTY.

(i) The Seller has good and valid title to, and owns free and clear of all encumbrances, has the exclusive right to use, sell, transfer, market, manufacture, license (or sublicense), deliver and dispose of, and has the right to bring actions for the infringement of, all Intellectual Property Rights (collectively, the "Seller Rights").

(ii) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will not breach, violate or conflict with any instrument or agreement governing any Seller Rights, will not cause the forfeiture or termination or give rise to a right of forfeiture or termination of any Seller Right or in any way impair the right of the Seller or the Buyer to use, sell, market, manufacture, license (or sublicense), deliver, dispose of, or to bring any action for the infringement of, any Seller Right or portion thereof.

(iii) There are no royalties, honoraria, fees or other payments payable by the Seller to any person by reason of the ownership, use, license (or sublicense), delivery, sale, or disposition of the Seller Rights, other than sales commissions paid in the ordinary course of business.

(iv) Neither the manufacture, marketing, license (or sublicense), sale, delivery, or use of any product or service currently or proposed to be licensed, sold, manufactured, marketed, delivered or used by the Seller or currently under development by the Seller, violates any license (or sublicense) or agreement of the Seller with any third party or, to the best knowledge of the Seller, infringes any common law or statutory rights of any other party, including, without limitation, rights relating to defamation, contractual rights, Intellectual Property Rights and rights of privacy or publicity; nor, to the best knowledge of the Seller, is any third party infringing upon, or violating any license (or sublicense), delivery or agreement with the Seller relating to any Seller Right; and there is no pending or, to the best knowledge of the Seller, threatened claim or litigation contesting the validity, ownership or right to use, manufacture, market, sell, license (or sublicense), deliver or dispose of any Seller Right, nor has the Seller received any notice asserting that any Seller Right or the proposed use, manufacture, marketing, sale, license (or sublicense), delivery or disposition thereof conflicts or will conflict with the rights of any other party.

(v) Other than professionals bound by ethical obligations of their profession not to disclose such information, all current and past officers, employees and consultants of or to the Seller have executed and delivered to and in favor of the Seller an agreement regarding the protection of confidential and proprietary information and the assignment to the Seller of all Intellectual Property Rights arising from the services performed for the Seller by such persons. The Seller has taken and will continue through the Closing Date to take all steps reasonably necessary, appropriate or desirable to safeguard and maintain the secrecy and confidentiality of, and its proprietary rights in, all Seller Rights.

(vi) All works that were created, prepared or delivered by consultants, independent contractors or other third parties for or on behalf of Seller (including any materials and elements created, prepared or delivered by such parties in connection therewith) (A) are and shall constitute "works made for hire" specially ordered or commissioned by the Seller within the meaning of United States' copyright law, or (B) all right, title and interest therein (including any materials and elements created, prepared or delivered by such parties in connection therewith) have been assigned to the Seller.

(vii) No person has any marketing rights to any of the Intellectual Property Rights of the Seller (excluding Intellectual Property Rights licensed to the Seller by third parties).

(viii) Schedule 1.1(a) of the Seller Disclosure Schedule contains a true and complete list of all (A) of the Seller's patents, patent applications, patent design ideas, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright registrations and copyright applications and Internet domain names and applications therefor and (B) other filings and formal actions made or taken pursuant to Federal, state, local and foreign laws by the Seller to perfect or protect its interest therein.

(d) LITIGATION, ETC. There are no (i) actions, suits, claims, investigations or legal or administrative or arbitration proceedings pending, or to the best knowledge of the Seller, threatened against the Seller, whether at law or in equity, or before or by any Federal, state, local, municipal, foreign or other governmental court, department, commission, board, bureau, agency or instrumentality ("Governmental Authority"), (ii) judgments, decrees, injunctions or orders of any Governmental Authority or arbitrator against the Seller or (iii) disputes with customers or vendors.

(e) KNOWLEDGE DEFINITION. As used in this Article 2, the term "best knowledge" and like phrases shall mean and include the knowledge, after due inquiry.

2.2. REPRESENTATIONS AND WARRANTIES OF THE BUYER.

The Buyer represents and warrants to the Seller as set forth below.

(a) ORGANIZATION; GOOD STANDING; QUALIFICATION AND POWER. The Buyer (i) is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada, and (ii) has all requisite corporate power and authority to own, lease and operate its properties and assets and to carry on its business as now being conducted, to enter into this Agreement, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The Buyer has delivered to the Seller true and complete copies of the Charter and by-laws of the Buyer. The Buyer is qualified to do business and is in good standing in each in jurisdiction in which the nature of its business requires it to be so qualified except where the failure to so qualify would not have a Material Adverse Effect.

(b) CAPITAL STOCK. The Buyer has provided to Seller a true and complete description of the authorized and outstanding shares of capital stock of the Buyer as of the Closing Date

(c) AUTHORITY. The execution, delivery and performance by the Buyer of this and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action on the part of the Buyer. This Agreement is a valid and binding obligation of the Buyer, enforceable against the Buyer in accordance with their respective terms, except as such enforceability may be limited by equitable principles and by applicable bankruptcy, insolvency, reorganization, arrangement, moratorium and similar laws relating to or affecting the rights of creditors, generally.

ARTICLE 3.
CONDITIONS PRECEDENT

3.1. CONDITIONS TO EACH PARTY'S OBLIGATIONS. The obligations of each party hereto to perform this Agreement is subject to the satisfaction of the following conditions unless waived (to the extent such conditions can be waived) by all parties hereto:

(a) APPROVALS. The Buyer and the Seller shall have timely obtained from each Governmental Authority all approvals, waivers and consents, if any, necessary for consummation of the transactions contemplated hereby, including such approvals, waivers and consents as may be required under the Securities Act and under state securities laws.

(c) LEGAL ACTION. No temporary restraining order, preliminary injunction or permanent injunction or other order preventing the consummation of the transactions contemplated hereunder shall have been issued by any Federal or state court or other Governmental Authority and remain in effect.

(d) LEGISLATION. No Federal, state, local or foreign statute, rule or regulation shall have been enacted which prohibits, restricts or delays the consummation of the transactions contemplated by this Agreement or any of the conditions to the consummation of such transactions.

3.2. CONDITIONS TO OBLIGATIONS OF THE BUYER. The obligations of the Buyer to perform this Agreement is subject to the satisfaction of the following conditions unless waived (to the extent such conditions can be waived) by the Buyer at the Closing:

(a) REPRESENTATIONS AND WARRANTIES OF THE SELLER. The representations and warranties of the Seller set forth in Section 2.1 hereof shall be true and correct as of the Closing Date (except to the extent any such representation or warranty expressly speaks as of an earlier date, which representations and warranties shall be true and correct as of such date in the same manner as specified above).

(b) PERFORMANCE OF OBLIGATIONS OF THE SELLER. The Seller shall have performed in all material respects the obligations required to be performed by each of them under this Agreement prior to or as of the Closing Date.

(c) CONSENTS AND APPROVALS. Duly executed copies of all consents and approvals contemplated by this Agreement, in form and substance satisfactory to the Buyer, shall have been delivered by the Seller.

(d) GOVERNMENT CONSENTS, AUTHORIZATIONS, ETC. Copies of all consents, authorizations, orders or approvals of, and filings or registrations with, any Governmental Authority which are required for or in connection with the execution and delivery by the Seller of this Agreement and the consummation by the Seller and each of the Shareholders of the transactions contemplated hereby, shall have been delivered by the Seller.

3.3. CONDITIONS TO OBLIGATIONS OF THE SELLER. The obligations of the Seller to perform this Agreement to which they are a party are subject to the satisfaction of the following conditions unless waived (to the extent such conditions can be waived) by the Seller:

(a) REPRESENTATIONS AND WARRANTIES OF THE BUYER. The representations and warranties of the Buyer set forth in Section 2.2 hereof shall be true and correct as of the Closing Date as though made on and as of the Closing Date (except to the extent any such representation or warranty expressly speaks as of an earlier date, which representations and warranties shall be true and correct as of such date in the same manner as specified above), and the Seller shall have received a certificate signed on behalf of the Buyer by the Chief Executive Officer of the Buyer to such effect.

(b) PERFORMANCE OF OBLIGATIONS OF THE BUYER. The Buyer shall have performed in all material respects its obligations required to be performed by it under this Agreement prior to or as of the Closing Date.

(c) GOVERNMENT CONSENTS, AUTHORIZATIONS, ETC. Copies of all consents, authorizations, orders or approvals of, and filings or registrations with, any Governmental Authority which are required for or in connection with the execution and delivery by the Buyer of this Agreement and the consummation by the Buyer of the transactions contemplated hereby or thereby, shall have been delivered by the Buyer.

(d) PURCHASE PRICE. The delivery of the Consideration in the manner and otherwise in accordance with Article 1 hereof, shall have been made by the Buyer.

ARTICLE 4.
ADDITIONAL AGREEMENTS

4.1. RESTRICTIONS ON TRANSFER.

(a) The Stock Consideration to be issued to the Seller at the Closing Date shall not be sold, transferred, assigned, pledged, encumbered or otherwise disposed of (each, a "Transfer") except upon the conditions specified in this Section 4.1, which conditions are intended to insure compliance with the provisions of the Securities Act. The Seller shall observe and comply with the Securities Act and the rules and regulations promulgated by the SEC thereunder as now in effect or hereafter enacted or promulgated, and as from time to time amended, in connection with any Transfer of the Stock Consideration beneficially owned by the Seller.

(b) Each certificate representing the Stock Consideration issued to the Seller and each certificate for such securities issued to subsequent transferees of any such certificate shall (unless otherwise permitted by the provisions of Section hereof) be stamped or otherwise imprinted with a legend in substantially the following form:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY APPLICABLE STATE SECURITIES OR "BLUE-SKY" LAWS. THESE SECURITIES MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR AN EXEMPTION THEREFROM."

4.2. CONFIDENTIALITY. Each party hereto agrees that any information obtained by such party (the "Receiving Party") pursuant to or in connection with this Agreement and the transactions contemplated hereby and thereby which may be proprietary or otherwise confidential to any other party hereto (the "Disclosing Party") will not be disclosed by the Receiving Party without the prior written consent of the Disclosing Party. Each party further acknowledges and understands that any information obtained which may be considered "inside" non-public information will not be utilized by such party in connection with purchases and/or sales of the Avalon's shares of common stock except in compliance with applicable state and federal anti-fraud statutes.

4.3 POST CLOSING; ASSIGNMENT. Following the Closing, each of the Seller's shall take all appropriate actions and execute all required paperwork to assign, transfer and convey all Assets, including, but not limited to, all Intellectual Property Rights, to the Buyer.

ARTICLE 5.
INDEMNIFICATION

5.1. DEFINITIONS. As used in this Agreement, the following terms shall have the following meanings:

(a) "AFFILIATE" as to any person means any entity, directly or indirectly, through one or more intermediaries, controlling, controlled by or under common control with such person.

(b) "EVENT OF INDEMNIFICATION" shall mean the following:

(i) the untruth, inaccuracy or breach of any representation or warranty of the Seller (including the fact and circumstances underlying such untruth, inaccuracy or breach) contained in Section 2.1 of this Agreement, any Exhibit or Schedule hereto or any other document delivered in connection herewith or therewith (without giving effect to any "Material Adverse Effect" or other materiality qualification or any similar qualification contained or incorporated directly or indirectly in such representation or warranty);

(ii) intentionally left blank;

(iii) the breach of any agreement or covenant of the Seller contained in this Agreement , any Exhibit hereto or any other document delivered in connection herewith or therewith;

(iv) the untruth, inaccuracy or breach of any representation or warranty of the Buyer (including the fact and circumstances underlying such untruth, inaccuracy or breach) contained in Section 2.2 of this Agreement, any Exhibit or Schedule hereto or any other document delivered in connection herewith (without giving effect to any "Material Adverse Effect" or other materiality qualification or any similar qualification contained or incorporated directly or indirectly in such representation or warranty) or

(v) the breach of any agreement or covenant of the Buyer contained in this Agreement, any Exhibit hereto or any document delivered in connection herewith.

(c) "INDEMNIFIED PERSONS" shall mean and include (A) with respect to an Indemnification Event described in subsections 5.1(b)(i) and 5.1(b)(iii) hereof (each a "Seller Event of Indemnification"), the Buyer and its Affiliates, successors and assigns, and the officers, directors and agents of the Buyer (the "Buyer Indemnified Persons"), or (B) with respect to an Indemnification Event described in subsections 5.1(b)(iv) and 5.1(b)(v) hereof (each, a "Buyer Event of Indemnification"), the Seller and their respective Affiliates, successors and assigns, and the respective officers, directors and agents of each of the foregoing (the "Seller Indemnified Persons").

(d) "INDEMNIFYING PERSONS" shall mean and include (A) with respect to an Indemnification Event described in subsections 5.1(b)(i) and 5.1(b)(iii) hereof, the Seller and their respective successors, assigns, heirs and legal representatives and estates, as the case may be (the "Seller Indemnifying Persons"), and (B) with respect to an Indemnification Event described in subsections 5.1(b)(iv) and 5.1(b)(v) hereof, the Buyer and its successors and assigns (the "Buyer Indemnifying Persons").

(e) "LOSSES" shall mean any and all losses, claims, damages, liabilities, expenses (including reasonable attorneys', accountants' and experts' fees) sustained, suffered or incurred by any Indemnified Person arising from or in connection with any such matter that is the subject of indemnification under Section 5.2 hereof that shall not exceed the amount of any consideration actually paid by such Indemnifying Parties provided for hereunder.

5.2. INDEMNIFICATION GENERALLY. Subject to Section 5.6 hereof, (a) the Seller Indemnifying Persons shall severally but not jointly indemnify the Buyer Indemnified Persons for, and hold each of them harmless from and against, any and all Losses arising from or in connection with any Seller Event of Indemnification, and (b) the Buyer Indemnifying Persons shall jointly and severally indemnify the Seller Indemnified Persons for, and hold each of them harmless from and against, any and all Losses arising from or in connection with a Buyer Event of Indemnification.

5.3. ASSERTION OF CLAIMS. No claim shall be brought under Section 5.1 hereof unless the Indemnified Persons, or any of them, at any time prior to the applicable Survival Date, give the Indemnifying Persons, as applicable, (a) written notice of the existence of any such claim, specifying the nature and basis of such claim and the amount thereof, to the extent known, or (b) written notice pursuant to Section 5.4 of any third party claim, the existence of which might give rise to such a claim but the failure so to provide such notice will not relieve the Indemnifying Persons from any liability that they may have to the Indemnified Persons under this Agreement or otherwise (unless and only to the extent that such failure results in the loss or compromise of any rights or defenses of the Indemnifying Persons and they were not otherwise aware of such action or claim). Upon the giving of such written notice as aforesaid, the Indemnified Persons, or any of them, shall have the right to commence legal proceedings prior or subsequent to the Survival Date for the enforcement of their rights under Section 5.2 hereof.

5.4. NOTICE AND DEFENSE OF THIRD PARTY CLAIMS. Losses resulting from the assertion of liability by third parties (each, a "Third Party Claim") shall be subject to the following terms and conditions:

(a) The Indemnified Persons shall promptly give written notice to the Indemnifying Persons, as applicable, of any Third Party Claim that might give rise to any Loss by the Indemnified Persons, or any of them, stating the nature and basis of such Third Party Claim, and the amount thereof, to the extent known. Such notice shall be accompanied by copies of all relevant documentation with respect to such Third Party Claim, including, without limitation, any summons, complaint or other pleading that may have been served, any written demand or any other document or instrument. Notwithstanding the foregoing, the failure to provide notice as aforesaid will not relieve the Indemnifying Persons from any liability which they may have to the Indemnified Persons under this Agreement or otherwise (unless and only to the extent that such failure results in the loss or compromise of any rights or defenses of the Indemnifying Person and they were not otherwise aware of such action or claim).

(b) If the Indemnifying Person acknowledges in writing its obligation to indemnify the Indemnified Persons hereunder against any Losses that may result from such Third Party Claims, then the Indemnifying Person shall be entitled, at its option, to assume and control the defense of such Third Party Claim at its expense and through counsel of its reasonable choice if it gives notice to the Indemnified Persons within twenty (20) calendar days of the receipt of notice of such Third Party Claim from the Indemnified Persons of its intention to do so. If the Indemnifying Person elects to assume and control the defense of any such Third Party Claim, the Indemnified Persons shall have the right to employ separate counsel and to participate in (but not control) the defense, compromise or settlement of the Third Party Claim, but the fees and expenses of such counsel will be at the expense of the Indemnified Persons, unless (i) the Indemnifying Person has agreed to pay such fees and expenses, or (ii) the Indemnified Persons has been advised by its counsel that there may be one or more defenses reasonably available to it which are different from or additional to those available to the Indemnifying Person, and in any such case that portion of the fees and expenses of such separate counsel that are reasonably related to matters covered by the indemnification provided by this Article 5 will be paid by the Indemnifying Person. Expenses of counsel to the Indemnified Persons shall be reimbursed on a current basis by the Indemnifying Person if there is no dispute as to the obligation of the Indemnifying Person to pay such amounts pursuant to this Article 7. In the event the Indemnifying Person exercises its right to undertake the defense against any such Third Party Claim as provided above, the Indemnified Persons shall cooperate with the Indemnifying Person in such defense and make available to the Indemnifying Person, at the Indemnifying Person's expense, all witnesses, pertinent records, materials and information in its possession or under its control relating thereto as is reasonably required by the Indemnifying Person. Similarly, in the event the Indemnified Persons is, directly or indirectly, conducting the defense against any such Third Party Claim, the Indemnifying Person shall cooperate with the Indemnified Persons in such defense and make available to it, at the Indemnifying Person's expense, all such witnesses, records, materials and information in its possession or under its control relating thereto as is reasonably required by the Indemnified Persons. No such Third Party Claim, except the settlement thereof which involves the payment of money only (by a party or parties other than the Indemnified Persons) and for which the Indemnified Persons is released by the third party claimant and is totally indemnified by the Indemnifying Person, may be settled by the Indemnifying Person without the written consent of the Indemnified Persons. No Third Party Claim which is being defended in good faith by the Indemnifying Person shall be settled by the Indemnified Persons without the written consent of the Indemnifying Person.

5.5. SURVIVAL OF REPRESENTATIONS AND WARRANTIES. Subject to the further provisions of this Section 5.5, the respective representations and warranties of all parties shall survive the Closing Date until the applicable statute of limitation shall have expired (the "Survival Date").

5.6. LIMITATION ON INDEMNIFICATION.

(i) Anything to the contrary contained in this Article 5 notwithstanding, the Indemnifying Persons shall not be obligated to indemnify the Indemnified Persons pursuant to this Article 5 with respect to any Losses pursuant to Section 5.2 until the aggregate amount of such Losses exceeds fifty thousand dollars ($50,000) (the "Basket Amount"), whereupon the Indemnifying Persons shall be obligated to indemnify the Indemnified Persons for all Losses in excess of the Basket Amount:

(ii) Each Indemnifying Person's liability for any Losses shall be limited to the amount of such Losses net of the difference between any insurance proceeds received by the Indemnified Person in respect thereof minus the amount of premiums paid for such insurance by the Indemnified Person.

5.7. RIGHT OF SET-OFF. At its sole discretion and without limiting any other rights of the Buyer under this Agreement or at law or equity, the Buyer may satisfy any Losses for which it is to be indemnified by the Seller in this Agreement in whole or in part by offset against any funds, securities, or other property payable by the Buyer to the Seller and neither the exercise of nor the failure to exercise such right of set-off will constitute an election of remedies or limit the Buyer in any manner in the enforcement of any other remedies that may be available to them.

ARTICLE 6.
MISCELLANEOUS

6.1. EXPENSES. Each party hereto shall bear its own fees and expenses in connection with the transactions contemplated hereby.

6.2. ENTIRE AGREEMENT. This Agreement (including any Exhibits attached hereto), and the other writings referred to herein contain the entire agreement among the parties hereto with respect to the transactions contemplated hereby and supersede all prior or contemporaneous agreements or understandings, written or oral, among the parties with respect thereto.

6.3. DESCRIPTIVE HEADINGS. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

6.4. PUBLIC ANNOUNCEMENTS. Seller acknowledges and agrees that the Buyer or Avalon may make public statements pertaining to this Agreement and the business of the Buyer.

6.5. NOTICES. All notices or other communications which are required or permitted hereunder shall be in writing and sufficient if delivered personally or sent by nationally-recognized overnight courier or by registered or certified mail, postage prepaid, return receipt requested, or by facsimile, with confirmation as provided above addressed as follows:

(a) if to the Buyer, to:

Genexosome Technologies Inc.
83 South Street, Suite 101
Freehold, New Jersey 07728
Attention: Dr. David Jin, CEO

with a copy (not constituting notice) to:

Fleming PLLC
49 Front Street, Suite 206
Rockville Centre, New York 11570
Attention: Stephen M. Fleming
Telecopier: (516) 977-1209

(b) if to the Seller, to:

Yu Zhou
____
____

(c) All such notices or communications shall be deemed to be received (i) in the case of personal delivery or facsimile, on the date of such delivery, (ii) in the case of nationally-recognized overnight courier, on the next Business Day after the date when sent and (iii) in the case of mailing, on the third Business Day following the date on which the piece of mail containing such communication was posted.

6.6. COUNTERPARTS. This Agreement may be executed in any number of counterparts by original or facsimile signature, each such counterpart shall be an original instrument, and all such counterparts together shall constitute one and the same agreement.

6.7. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey applicable to contracts made and to be performed wholly therein (without regard to principles of conflicts of laws).

6.8. BENEFITS OF AGREEMENT. All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6.9. PRONOUNS. As used herein, all pronouns shall include the masculine, feminine, neuter, singular and plural thereof whenever the context and facts require such construction.

6.10. AMENDMENT, MODIFICATION AND WAIVER. This Agreement shall not be altered or otherwise amended except pursuant to an instrument in writing signed by (i) the Buyer and (ii) the Seller; provided, however, that any party to this Agreement may waive any obligation owed to it by any other party under this Agreement. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

6.11. SEVERABILITY. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, 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 an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the greatest extent possible.

6.12. FURTHER ASSURANCES. Each party agrees to cooperate fully with the other parties and to execute such further instruments, documents and agreements and to give such further written assurances as may be reasonably requested by any other party to evidence and reflect the transactions described herein and contemplated hereby and to carry into effect the intents and purposes of this Agreement.

6.13. CONSENT TO JURISDICTION; WAIVERS. Any action brought by either party against the other concerning the transactions contemplated by this Agreement shall be brought only in the state courts of New Jersey or in the federal courts located in the state and county of Monmouth. Each of the parties hereto further agrees that service of any process, summons, notice or document by U.S. registered mail to such party's respective address set forth in Section 6.5 shall be effective service of process for any Action in New Jersey with respect to any matters to which it has submitted to jurisdiction in this Section 6.13. For purposes of this Agreement, "Action" means any claim, action, suit or arbitration, or any other proceeding, in each instance by or before any Governmental Authority or any nongovernmental arbitration, mediation or other nonjudicial dispute resolution body.

6.14. WAIVER OF JURY TRIAL. Each of the parties hereto irrevocably and unconditionally waives trial by jury in any Action relating to this Agreement or any transaction contemplated hereby or thereby, and for any counterclaim with respect thereto.

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IN WITNESS WHEREOF, each of the parties hereto has caused this Asset Purchase Agreement to be executed on its behalf as of the day and year first above written.

GENEXOSOME TECHNOLOGIES INC.

By: /s/ Dr. David Jin
Name: Dr. David Jin
Title: Chief Executive Officer

/s/ Yu Zhou

Yu Zhou

SCHEDULES

Schedule 1.1(a)

Patents

CURRENT OWNED INTELLECTUAL PROPERTY in China (to be filed in USA)	
Application of an Exosomal MicroRNA in plasma as biomaker to diagnosis LIVER CANCER	Patent application number: CN 2016 1 0675107.5
Clinical application of circulating exosome carried miRNA-33b in the diagnosis of liver cancer	Patent application number: CN 2016 1 0675110.7
Saliva Exosome based methods and composition for the Diagnosis, Staging and Prognosis of ORAL CANCER	Patent application number: CN 2017 1 0330847.X
A novel exosome-based therapeutics against proliferative oral diseases	Patent application number: CN 2017 1 0330835.7

Exhibit 10.3

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement ("Agreement") is made and entered into as of this 25th day of October, 2017, by and among Genexosome Technologies Inc., a Nevada corporation having its principal offices at 83 South Street, Suite 101, Freehold, NJ 07728 (the "Purchaser"), Yu Zhou who resides at 6968 Ernest Way, Dublin, Ohio 43017 (hereinafter, the "Seller"), and BEIJING JIETENG (GENEXOSOME) BIOTECH CO., LTD., a corporation organized in the Peoples Republic of China having its principal offices at Room 101, Building 4, Chaoqian Road, Changping District, Beijing (the "Company").

W I T N E S S E T H:

WHEREAS, the Company is engaged in researching, developing and commercializing exosome technologies (hereinafter the "Business"), and the Seller is the owner of all of the Company's issued and outstanding capital stock; and

WHEREAS, the Purchaser is also engaged in the Business and desires to acquire the Company and the Business and the Seller wishes to sell the Company and the Business;

NOW, **THEREFORE**, in consideration of the premises, the mutual representations, warranties, covenants and agreements hereinafter contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. SALE OF SHARES. Subject to and upon the terms and conditions hereinafter set forth and the representations and warranties contained herein, at the Closing (the "Closing") on the Closing Date (as defined in Section 7 below), Seller agrees to sell, assign, transfer and deliver to Purchaser, free and clear of all liens, claims, and encumbrances thereon, and the Purchaser agrees to purchase from Seller, all of the issued and outstanding shares of capital stock of the Company (the "Shares"). Yu Zhou owns 100% of the Shares.

2. PRICE AND CONSIDERATION. The purchase price to be paid by Purchaser for the Shares is Four Hundred Fifty Thousand and No/100 Dollars ($450,000.00), which shall be paid upon the Company recording the change in ownership with the Ministry of Commerce of the People's Republic of China in accordance with the Interim Measures for Record Management regarding the Establishment and Change of Foreign-invested Enterprises (revised) (the "Ministry Change").

3. REPRESENTATIONS AND WARRANTIES. Each Seller and the Company, jointly and severally, make the following representations and warranties to the Purchaser as an inducement for it to enter into this Agreement. For purposes of this Agreement, where a representation or warranty is limited by the knowledge of Seller or the Company, the Seller and the Company shall be regarded as having the actual knowledge of Yu Zhou and the knowledge such person should have after the due and diligent inquiry of a prudent person.

3.01. Organization and Good Standing of the Company. The Company is a corporation duly organized, validly existing and in good standing under the laws of the Peoples Republic of China. The Company is not required to be qualified to transact business in any other jurisdiction where the failure to so qualify would have an adverse effect on the business of the Company.

3.02. Authority.

(a) The Company has full power and authority (corporate and otherwise) to carry on its business and has all permits and licenses that are necessary to the conduct of its business or to the ownership, lease or operation of its properties and assets.

(b) The execution of this Agreement and the delivery hereof to the Purchaser and the sale contemplated herein have been, or will be prior to Closing, duly authorized by the Company's Board of Directors and by the Company's stockholders having full power and authority to authorize such actions.

(c) The Seller and the Company have the full legal right, power and authority to execute, deliver and carry out the terms and provisions of this Agreement; and this Agreement has been duly and validly executed and delivered on behalf of Seller and the Company and constitutes a valid and binding obligation of each Seller and the Company enforceable in accordance with its terms.

(d) Neither the execution and delivery of this Agreement, the consummation of the transactions herein contemplated, nor compliance with the terms of this Agreement will violate, conflict with, result in a breach of, or constitute a default under any statute, regulation, indenture, mortgage, loan agreement, or other agreement or instrument to which the Company or any Seller is a party or by which it or any of them is bound, any charter, regulation, or bylaw provision of the Company, or any decree, order, or rule of any court or governmental authority or arbitrator that is binding on the Company or any Seller in any way.

3.03. Shares.

(a) The Company's authorized capital stock consists of _____ shares of Common Stock, par value $____ per share, of which ____ shares have been issued to Seller and constitute the Shares as defined above. All of the Shares are duly authorized, validly issued, fully paid and non-assessable.

(b) The Seller is the lawful record and beneficial owners of all the Shares, free and clear of any liens, pledges, encumbrances, charges, claims or restrictions of any kind, e and have, or will have on the Closing Date, the absolute, unilateral right, power, authority and capacity to enter into and perform this Agreement without any other or further authorization, action or proceeding, except as specified herein.

(c) There are no authorized or outstanding subscriptions, options, warrants, calls, contracts, demands, commitments, convertible securities or other agreements or arrangements of any character or nature whatever under which any Seller or the Company are or may become obligated to issue, assign or transfer any shares of capital stock of the Company. Upon the delivery to Purchaser on the Closing Date of the certificate(s) representing the Shares, Purchaser will have good, legal, valid, marketable and indefeasible title to all the then issued and outstanding shares of capital stock of the Company, free and clear of any liens, pledges, encumbrances, charges, agreements, options, claims or other arrangements or restrictions of any kind.

3.04. Basic Corporate Records. The copies of the Articles of Incorporation of the Company and the Bylaws of the Company all of which have been delivered to the Purchaser, are true, correct and complete as of the date of this Agreement.

3.05. Minute Books. The minute books of the Company, which shall be exhibited to the Purchaser between the date hereof and the Closing Date, each contain true, correct and complete minutes and records of all meetings, proceedings and other actions of the shareholders, Boards of Directors and committees of such Boards of Directors of each such corporation, if any, and, on the Closing Date, will contain true, correct and complete minutes and records of any meetings, proceedings and other actions of the shareholders, respective Boards of Directors and committees of such Boards of Directors of each such corporation.

3.06. Subsidiaries and Affiliates. The Company does not own any subsidiaries.

3.07. Consents. No consents or approvals of any public body or authority and no consents or waivers from other parties to leases, licenses, franchises, permits, indentures, agreements or other instruments are (i) required for the lawful consummation of the transactions contemplated hereby, or (ii) necessary in order that the Business can be conducted by the Purchaser in the same manner after the Closing as heretofore conducted by the Company, nor will the consummation of the transactions contemplated hereby result in creating, accelerating or increasing any liability of the Company.

3.08. Financial Statements. The Seller has delivered, or will deliver prior to Closing, to the Purchaser copies of the following financial statements (which include all notes and schedules attached thereto), all of which are true, complete and correct, have been prepared from the books and records of the Company in accordance with generally accepted accounting principles consistently applied with past practice and fairly present the financial condition, assets, liabilities and results of operations of the Company as of the dates thereof and for the periods covered thereby:

(i) Audited Balance Sheets of the Company for each of the two (2) years ending December 31, 2016 and 2015, and the related Statements of Operations and Retained Earnings and Statements of Cash Flows of the Company for the fiscal years then ended (the "Financial Statements"); and

(ii) Reviewed Balance Sheets of the Company as of June 30, 2017 and 2016 and the related Statements of Operations, Retained Earnings and Cash Flows for the six and three months ended June 30, 2016 and 2015. (collectively, the "Interim Financial Statements").

In such financial statements, the Statements of Operations do not contain any items of special or nonrecurring income or any other income not earned in the ordinary course of business except as expressly specified therein, and the financial statements for the interim periods indicated include all adjustments, which consist of only normal recurring accruals, necessary for such fair presentation. The independent registered public accounting firm's reports do not contain a qualified opinion. There are no facts known to the Seller or the Company that, under generally accepted accounting principles consistently applied, would alter the information contained in the foregoing financial statements in any material way.

3.09. Records and Books of Account. The records and books of account of the Company reflect all material items of income and expense and all material assets, liabilities and accruals, and have been, and to the Closing Date will be, regularly kept and maintained in conformity with generally accepted accounting principles applied on a consistent basis with preceding years.

3.10. Absence of Undisclosed Liabilities. Except as and to the extent reflected or reserved against in the Company's Reviewed Balance Sheet as of June 30, 2017 (hereinafter the "Basic Warranty Date Balance Sheet" and the "Basic Warranty Date", respectively) there are no liabilities or obligations of the Company of any kind whatsoever.

3.11. Taxes.

(a) For purposes of this Agreement, "Tax" or "Taxes" refers to: (i) any and all federal, state, local and foreign taxes, assessments and other governmental charges, duties, impositions and liabilities relating to taxes, including taxes based upon or measured by gross receipts, income, profits, sales, use and occupation, and value added, ad valorem, transfer, franchise, withholding, payroll, recapture, employment, excise and property taxes and escheatment payments, together with all interest, penalties and additions imposed with respect to such amounts and any obligations under any agreements or arrangements with any other person with respect to such amounts and including any liability for taxes of a predecessor entity; (ii) any liability for the payment of any amounts of the type described in clause (i) as a result of being or ceasing to be a member of an affiliated, consolidated, combined or unitary group for any period (including, without limitation, any liability under Treas. Reg. Section 1.1502-6 or any comparable provision of foreign, state or local law); and (iii) any liability for the payment of any amounts of the type described in clause (i) or (ii) as a result of any express or implied obligation to indemnify any other person or as a result of any obligations under any agreements or arrangements with any other person with respect to such amounts and including any liability for taxes of a predecessor entity.

(b) (i) The Company has timely filed all federal, state, local and foreign returns, estimates, information statements and reports ("Returns") relating to Taxes required to be filed by the Company with any Tax authority. All such Returns are true, correct and complete in all respects. The Company has paid all Taxes shown to be due on such Returns.

(ii) The Company, as of the Closing Date, will have withheld and accrued or paid to the proper authority all Taxes required to have been withheld and accrued or paid.

(iii) The Company has not been delinquent in the payment of any Tax nor is there any Tax deficiency outstanding or assessed against the Company. The Company has not executed any unexpired waiver of any statute of limitations on or extending the period for the assessment or collection of any Tax.

(iv) There is no dispute, claim, or proposed adjustment concerning any Tax liability of the Company either (A) claimed or raised by any Tax authority in writing or (B) based upon personal contact with any agent of such Tax authority, and there is no claim for assessment, deficiency, or collection of Taxes, or proposed assessment, deficiency or collection from the Internal Revenue Service or any other governmental authority against the Company which has not been satisfied.

3.12. Patents, Software, Trademarks, Etc. The Company owns, or possesses adequate licenses or other rights to use, all patents, software, trademarks, service marks, trade names and copyrights and trade secrets, if any, necessary to conduct its business as now operated by it.

4. REPRESENTATIONS AND WARRANTIES OF PURCHASER. The Purchaser makes the following representations and warranties to the Seller and the Company.

4.01. Organization. The Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada. The Purchaser has the corporate power to own its properties, to carry on its business as now being conducted, and to enter into and perform the terms and provisions of this Agreement.

4.02. Authorization. The execution and delivery of this Agreement and the consummation of the transactions contemplated herein have been, or will prior to Closing be, duly and validly approved and acknowledged by all necessary corporate action on the part of the Purchaser.

4.03. No Conflict or Violation. The execution and delivery of this Agreement, the acquisition of the Shares by Purchaser and the consummation of the transactions herein contemplated, and the compliance with the provisions and terms of this Agreement, are not prohibited by the Articles of Incorporation or Bylaws of the Purchaser and will not violate, conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any court order, indenture, mortgage, loan agreement, or other agreement or instrument to which the Purchaser is a party or by which it is bound.

4.04. Investment Representation. The Shares are being purchased by the Purchaser solely for investment and not for the purpose of resale to any third party.

5. **PURCHASER'S CONDITIONS OF CLOSING.** All obligations of the Purchaser hereunder are subject, at the option of the Purchaser, to the fulfillment prior to or at Closing of each of the following conditions:

5.01. Discovery of Adverse Error, Misstatement or Omission. The Purchaser shall not have discovered any material adverse error, misstatement or omission in information relating to the Company included either herein or in any certificate or document delivered to Purchaser pursuant hereto or in connection with the transactions contemplated hereby including, without limitation, any material adverse error, misstatement or omission in the representations and warranties made by the Seller or the Company in or pursuant to this Agreement.

5.02. Representations at Time of Closing. The representations and warranties of the Seller and the Company contained in this Agreement (including the Schedules and Exhibits hereto) and in any certificate or documents delivered to the Purchaser pursuant hereto shall be deemed to have been made again at and as of the time of Closing with dates therein updated to the Closing Date and, as so updated and made, shall then be true, complete and correct, except for changes in the ordinary course of business not materially adversely affecting the business, properties or financial condition of the Company, or changes required by or contemplated by this Agreement.

5.03. Performance of Agreements. The Seller and the Company shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by them prior to or at Closing.

5.04. Adverse Change. During the period from the Basic Warranty Date to the Closing Date there shall not have been any material adverse change in the financial condition, assets, liabilities or business of the Company (a "Material Adverse Change").

5.05. Consents, Approvals and Waivers. The Seller and the Company shall have obtained any and all consents and approvals to the transfer or assignment to the Purchaser of all of the Shares of the Company that may be necessary to avoid any breach of, default by, or acceleration of obligations of the Company under any agreement or instrument by reason of such transfer and assignment, and any waivers by any parties to such agreements necessary to avoid any such breaches, defaults or accelerations. In addition, the Seller and the Company shall have obtained all consents, authorizations, approvals and orders of governmental authorities required in connection with the consummation of the transactions contemplated by this Agreement and necessary in order that the Business can be conducted in all respects after the Closing as it has been conducted prior to the Closing.

5.06. Orders, Etc. There shall not be in effect any order, injunction, ruling or decree, whether or not appealable, issued by any court or administrative agency of competent jurisdiction, that prohibits the consummation of the transactions contemplated by this Agreement, or that impairs materially the ability of Purchaser to realize the benefits of such transactions. If any such order, injunction, ruling or decree is in effect on the Closing Date, the Closing Date, at the option of Purchaser, will be extended for as long as such order, injunction, ruling or decree requires; in such event, the parties shall each use their commercially reasonable best efforts to cause such order, injunction, ruling or decree to be modified, overruled, vacated or otherwise changed so as to permit the Closing to be consummated as soon as possible.

5.07. Pending or Threatened Litigation. There shall not be pending nor shall there be threatened any legal proceeding commenced by any governmental body, or any other person or entity, in which there is sought any order, injunction, ruling or decree by a court or administrative agency of competent jurisdiction, that would prohibit the consummation of the transactions contemplated by this Agreement, or that would impair materially the ability of Purchaser to realize the benefits of such transaction.

6. **SELLER'S CONDITIONS OF CLOSING.** All obligations of the Seller and the Company under this Agreement are subject to the condition that:

6.01. Representations at Time of Closing. The Purchaser's representations and warranties contained in this Agreement shall be deemed to have been made again at and as of the time of the Closing and shall then be true in all material respects.

6.02. Discovery of Misrepresentations. The Seller and the Company shall not have discovered any material adverse error, misstatement or omission in the representations and warranties made by the Purchaser herein, and all the terms, covenants and conditions of this Agreement to be complied with and performed by the Purchaser on or before the Closing Date shall have been complied with and performed.

7. **CLOSING.** Subject to satisfaction of the conditions precedent contained in Article 5 and Article 6, and on the other terms and conditions herein contained, the transactions provided for herein shall be consummated at the Closing to be held at a location mutually agreeable to the parties in Freehold, New Jersey, on or about October 20, 2017 or at such other time, date and place as the parties may agree upon in writing (such date of Closing herein being the "Closing Date").

8. **EXCHANGE OF CONSIDERATION.** In reliance on the representations and warranties contained herein, and subject to the terms and conditions of this Agreement, the following exchanges shall take place at Closing, each of which is both an affirmative obligation of the party specified for making the exchange and a condition to Closing that may be asserted or waived by the party specified for receiving the exchange:

8.01. Cash to Seller. Within ten (10) days of the Ministry Change, Purchaser will deliver to Seller by certified or bank check or by wire transfer the sum of Four Hundred Fifty Thousand and No/100 Dollars ($450,000.00).

9. **NOTICES**. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or to a national courier service, or mailed by registered or certified mail, return receipt requested, to the addresses herein designated or at such other address as may be designated in writing by notice given personally or by national courier service or by registered or certified mail return receipt requested:

If to the Seller (or the Company up to the Closing), to:

Yu Zhou
6968 Ernest Way
Dublin, Ohio 43017

If to Purchaser or the Company after the Closing, to:

Genexosome Technologies Inc.
83 South Street, Suite 101
Freehold, New Jersey 07728
Attention: Dr. David Jin, CEO

with a copy (not constituting notice) to:

Fleming PLLC
49 Front Street, Suite 206
Rockville Centre, New York 11570
Attention: Stephen M. Fleming
Telecopier: (516) 977-1209

10. GOVERNING LAW. The Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

11. ENTIRE AGREEMENT. This instrument, together with the Schedules and Exhibits hereto and the financial statements referred to herein, contains the entire Agreement between the parties hereto with respect to the transactions contemplated herein and supersedes all previous written or oral negotiations, commitments and representations.

12. AMENDMENTS. This Agreement may be changed or modified only by an instrument executed by the Seller and by the Company and the Purchaser acting by their respective officers thereunto duly authorized by their respective Boards of Directors.

13. SECTION AND OTHER HEADINGS. The section and other headings contained in this Agreement are for reference purposes only and do not affect the interpretation or meaning of this Agreement.

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

[REMAINDER OF PAGE LEFT BLANK
SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

PURCHASER

Genexosome Technologies Inc.

By: /s/ Dr. David Jin
Name: Dr. David Jin
Title: CEO

THE COMPANY

Beijing Jieteng (Genexosome) Biotech Co. Ltd.

By: /s/ Yu Zhou
Name: Yu Zhou
Title: CEO

/s/Yu Zhou
Yu Zhou, Seller

Exhibit 10.4

EXECUTIVE RETENTION AGREEMENT

This Executive Retention Agreement (the "***Agreement***") is made and entered into as of October 25, 2017 by and between GENEXOSOME TECHNOLOGIES INC., a Delaware corporation (the "***Company***"), and YU ZHOU (the "***Executive***").

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

WHEREAS, the Company and the Executive desire to enter into this Agreement to encourage the Executive to continue to devote the Executive's full attention and dedication to the success of the Company, and to provide specified compensation and benefits to the Executive in the event of certain terminations pursuant to the terms of this Agreement.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. PURPOSE AND TERM; DUTIES

1.1 The purpose of this Agreement is to provide specified compensation and benefits to the Executive in the event of an Involuntary Termination. Subject to the terms of any applicable written employment agreement between Company and the Executive (as to which Executive acknowledges no other such agreement exists as of the date hereof), either the Executive or Company may terminate the Executive's employment at any time for any reason, with or without notice. The term of this Agreement shall be the period from the date set forth above 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 responsibilities as Co-Chief Executive Officer will comprise of:

(a) developing high quality business strategies and plans ensuring their alignment with short-term and long-term objectives,

(b) managing, leading and motivating subordinates to advance employee engagement

(c) developing a high performing managerial team and overseeing all operations and business activities to ensure they produce the desired results and are consistent with the overall strategy and mission of the Company as established by the Board of Directors.

1.3 The Executive will from the Company's corporate offices but agrees that significant travel will be required including international travel. 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 office is closed. Executive will be eligible to participate in all employee benefit plans established by the Company for its employees from time to time. In accordance with Company policies from time to time, Executive will reimburse you for all reasonable and proper travel and business expenses incurred by you in the performance of your duties that are approved in writing by the Chief Financial Officer.

2. COMPENSATION AND TERMINATION GENERALLY

2.1 Compensation.

2.1.1 Annual Salary. The Executive's base salary shall be $160,000 per annum and shall be subject to periodic review and modification by the Company's Board of Directors (the "***Board***") as may be delegated to 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 Company's 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).

2.1.2 Bonuses. Executive shall be entitled to bonuses as determined by the Board of Directors.

2.2 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 2.2.

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

2.2.2 Accrued Bonus Payment. The Executive shall receive a lump sum payment of any actual bonus amount 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.

2.2.3 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.

3. INVOLUNTARY TERMINATION

3.1 Salary Payment. In the event of the Executive's Involuntary Termination, during the period commencing on the date hereof and continuing for a period of two years, the Executive shall continue to receive Executive's base salary at normal pay intervals through October 20, 2019.

4. DEFINITIONS

4.1 Capitalized Terms Defined. Capitalized terms used in this Agreement shall have the meanings set forth in this Section 4, unless the context clearly requires a different meaning.

4.2 "Base Salary" means the monthly salary of the Executive in effect immediately prior to the Termination Date.

4.3 "Cause" means:

(a) the Executive willfully failed to follow the lawful written directions of the Board of Directors of the Company or Executive's immediate superior; provided that no termination for such Cause 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 ten (10) 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 such Cause 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 or correct such gross misconduct within ten (10) days of receiving such notice;

(c) the Executive willfully failed to comply in any material respect with the Employee Invention Assignment, Confidentiality, Non-Compete and Non-Solicit Agreement (the "Invention Agreement") or any other reasonable policies of the Company where non-compliance would be materially detrimental to the Company; provided that no termination for such Cause shall occur unless the Executive: (i) has been provided with notice of the Company's intention to terminate the Executive for such Cause, and (ii) has failed to cure or correct such willful failure within ten (10) days of receiving such notice, provided that such notice and cure period requirements shall not apply in the event that such non-compliance is of a nature that it is unable to be remedied; or

(d) is indicted, charged or convicted of a felony or crime involving moral turpitude (excluding drunk driving unless combined with other aggravating circumstances or offenses) or commission of a fraud which the Company reasonably believes would reflect adversely on the Company.

4.4 "Company" shall mean Genexosome Technologies Inc..

4.5 "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 ten (10) 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; or (5) as a result of the voluntary termination of employment by the Executive for any reason other than Good Reason.

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

(a) A reduction in the Executive's Base Salary.

(b) 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, or (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.

(c) A material breach of this Agreement by the Company.

The Executive must first give the Company an opportunity to cure any of the foregoing within thirty (30) days following delivery 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.

4.7 "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.

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

5. EXCLUSIVE REMEDY

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

5.2 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.

5.3 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 as provided by the Company; 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.

6. NON-COMPETE; 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 the Invention Agreement.

7. ARBITRATION

7.1 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.

7.2 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 his own costs and attorneys fees.

7.3 Site of Arbitration. The site of the arbitration proceeding shall be in Monmouth County, New Jersey.

8. 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.

9. MISCELLANEOUS PROVISIONS

9.1 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.

9.2 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.

9.3 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.

9.4 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.

9.5 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 his residence or principal office or where he performs his duties hereunder.

9.6 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.

9.7. Section 409A of the Code. To the extent (a) any payments or benefits to which Employee becomes entitled under this Agreement, or under any agreement or plan referenced herein, in connection with Employee's termination of employment with the Company constitute deferred compensation subject to Section 409A of the Code and (b) Employee 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 Employee'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 Employee'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 Employee, including (without limitation) the additional twenty percent (20%) tax for which Employee 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 Employee or Employee's beneficiary in one lump sum (without interest). Any termination of Employee'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").

9.8 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).

[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/ Yu Zhou
Yu Zhou

GenExosome Technologies Inc.

By: /s/ David Jin
David Jin, Co-CEO

Exhibit 10.5

EMPLOYEE INVENTION ASSIGNMENT, CONFIDENTIALITY, NON-COMPETE AND NON-SOLICIT AGREEMENT

THIS EMPLOYEE INVENTION ASSIGNMENT, CONFIDENTIALITY, NON-COMPETE AND NON-SOLICIT AGREEMENT is entered into as of the 25th day of October, 2017 between the undersigned **Yu Zhou** and **GENEXOSOME TECHNOLOGIES INC.**, a Nevada corporation with a place of business at 83 South Street, Suite 101, Freehold, New Jersey 07728 USA, (the ***"Company"***).

WHEREAS, I have agreed to be an employee of the Company or one of its affiliated entities (collectively referred to herein as the "***Company***").

IN CONSIDERATION OF, and as a condition of my employment with the Company (the receipt and sufficiency of which I hereby acknowledge) I hereby represent to, and agree with the Company as follows:

1. **Purpose of Agreement.** I understand that it is critical for the Company to preserve and protect its rights in ***"Inventions"*** (as defined in Section 2 below), its ***"Confidential Information"*** (as defined in Section 7 below) and in all related intellectual property rights. Accordingly, I am entering into this Employee Invention Assignment and Confidentiality Agreement (this ***"Agreement"***) as a condition of my employment with the Company.

2. **Disclosure of Inventions.** I will promptly disclose in confidence to the Company all inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, computer software programs, databases, mask works and trade secrets (the ***"Inventions"***) that I make or conceive or first reduce to practice or create, either alone or jointly with others, during the period of my employment, whether or not in the course of my employment, and whether or not such Inventions are patentable, copyrightable or protectable as trade secrets.

3. **Work for Hire.** I acknowledge and agree that any copyrightable works prepared by me within the scope of my employment, including for the avoidance of doubt any such works prepared prior to the date hereof are "works made for hire" under the Copyright Law of the United States and that the Company will be considered the author and owner of such copyrightable works.

4. **Assignment of Inventions.** I agree that all Inventions that (i) have been or are developed using equipment, supplies, facilities, Confidential Information, or trade secrets of the Company, (ii) result from work performed by me for the Company, or (iii) relate to the Company's business or current or anticipated research and development (the ***"Assigned Inventions"***), will be the sole and exclusive property of the Company and are hereby irrevocably assigned by me to the Company.

5. **Assignment of Other Rights; Moral Rights.** In addition to the foregoing assignment of Assigned Inventions to the Company, I hereby irrevocably transfer and assign to the Company: (i) all worldwide patents, patent applications, copyrights, mask works, trade secrets and other intellectual property rights, including but not limited to rights in databases, in any Assigned Inventions, along with any registrations of or applications to register such rights; and (ii) any and all "Moral Rights" (as defined below) that I may have in or with respect to any Assigned Inventions. I also hereby forever waive and agree never to assert any and all Moral Rights I may have in or with respect to any Assigned Inventions, even after termination of my work on behalf of the Company. ***"Moral Rights"*** mean any rights to claim authorship of or credit on an Assigned Invention, to object to or prevent the modification or destruction of any Assigned Inventions, or to withdraw from circulation or control the publication or distribution of any Assigned Inventions, and any similar right, existing under judicial or statutory law of any country or subdivision thereof in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a "moral right."

6 . **Assistance.** I agree to assist the Company in every proper way, at the Company's cost, to obtain for the Company and enforce patents, copyrights, mask work rights, trade secret rights and other legal protections for the Company's Assigned Inventions in any and all countries. I will execute any documents that the Company may reasonably request for use in obtaining or enforcing such patents, copyrights, mask work rights, trade secrets and other legal protections. My obligations under this paragraph will continue beyond the termination of my employment with the Company, provided that the Company will compensate me at a reasonable rate after such termination for time or expenses actually spent by me at the Company's request on such assistance. I appoint the Secretary of the Company as my attorney-in-fact to execute documents on my behalf for this purpose.

7 . **Confidential Information.** I understand that my employment by the Company creates a relationship of confidence and trust with respect to any information that may be disclosed to me by the Company and its officers, employees, shareholders or agents, whether orally, in writing, by computer or other medium, by demonstration, by supply of samples and parts or in any other manner, or which is otherwise accessible to me, that relates to the business of the Company or to the business of any parent, subsidiary, affiliate, customer or supplier of the Company including all information received by the Company from third parties, which is subject to an obligation of confidentiality (the ***"Confidential Information"***). Such Confidential Information includes, but is not limited to, Assigned Inventions, computer programming and software, Company products and services, systems, functionality, designs, hardware, parts, concepts, specifications, features, techniques, plans, marketing, sales, performance, cost, pricing, supplier and customer information, data, tables, schedules, contracts and other information concerning the Company and its customers. I hereby acknowledge that all such Confidential Information belongs to the Company (or the respective customer, supplier or third party, which supplied it to the Company.)

8. **Confidentiality.** At all times, both during my employment and after its termination (without limitation in point of time), I will keep and hold all such Confidential Information in strict confidence and trust. I will not use or disclose any Confidential Information without the prior written consent of the Company, except as may be necessary to perform my duties as an employee of the Company for the benefit of the Company. Upon termination of my employment with the Company, I will promptly deliver to the Company all documents and materials of any nature pertaining to my work with the Company. I will not take with me or retain any documents or materials or copies thereof containing any Confidential Information. I agree that I shall at all times comply with the Company's Information Security Policy and Procedures from time to time in force. **I acknowledge that breach of this policy or any other provision of this Agreement may be grounds for immediate dismissal.**

9 . **No Breach of Agreement or Infringement.** I represent that my acceptance of the Company's offer of employment, performance of all the terms of this Agreement and my duties as an employee of the Company will not so far as I am aware breach any invention assignment, proprietary information, confidentiality or similar agreement with any other party, nor infringe the rights of any third party. I represent that I will not bring with me to the Company or use in the performance of my duties for the Company any documents or materials or intangibles of a former employer or third party that are not generally available to the public or have not been legally transferred to the Company. I acknowledge that the Company is relying upon my warranty, representation and acknowledgement in this paragraph in offering me employment.

10. **Non-Complete.** I acknowledge that the Company and its affiliates have invested substantial time, money and resources in the development and retention of their respective customers, accounts and Confidential Information. You acknowledge and agree that any and all "goodwill" associated with any customer or account of the Company or any of its affiliates belongs exclusively to the Company and/or its affiliates, as the case may be. I further acknowledge and agree that, during the course of performing services the Company will, and its affiliates may, furnish, disclose or make available to you confidential and proprietary information related to the Company's and its affiliates' business(es) and that the Company and/or one or more affiliates may provide you with unique and specialized training. I also acknowledge that such confidential information and such training have been developed and will be developed by the Company and/or one or more affiliates through the expenditure by the Company and/or one or more affiliates of substantial time, effort and money and that all such confidential information and training could be used by you to compete with the Company and/or one or more affiliates. In recognition of this, you covenant and agree as follows:

(a) I understand and acknowledge that the Company's and its affiliates' business interests are world-wide because the Company's and its affiliates' products and/or services are sold in countries around the world and the Company's and its affiliates' competitors similarly operate from and market their products and/or services in many locations around the world. As used in this Agreement (i) the term "**Company Business**" means any component or facet of business pertaining to the exosome field engaged in by the Company or any of its affiliates at any time anywhere in the world during your engagement by the Company and (ii) the term "**Competitive Business**" means any Company Business engaged in by any third party anywhere in the world.

(b) From the date hereof until the date that is the second anniversary date of the termination of your employment with the Company (or any Affiliate, as applicable and whichever is later) (the "**Restricted Period**"), I shall not, directly or indirectly, without the prior written consent of the Company, individually or in partnership with, as part of a joint venture with, or otherwise in conjunction in any other manner with any other entity:

(i) be engaged in any manner whatsoever, including, without limitation, as an employee, employer, owner, partner, consultant, adviser, principal, agent, stockholder, member or proprietor, in any Competitive Business;

(ii) either individually or on behalf of or through any third party, solicit, divert or appropriate or attempt to solicit, divert or appropriate, for the purpose of competing with any Company Business, any customers or patrons of any Company Business, or any prospective customers or patrons with respect to which the Company or any Affiliate has developed or made a sales presentation (or similar offering of services); or

(iii) advise, invest in, lend money to, guarantee the debts or obligations of, or otherwise have any other financial interest in any Competitive Business. Notwithstanding the foregoing, I shall be permitted to make wholly passive investments in any publicly held Competitive Business, provided that my direct and indirect ownership shall not exceed 1 % (by voting power) of the aggregate ownership interests in the entity conducting such Competitive Business.

11. No Solicitation.

(a) **No Solicitation of Employees.** I acknowledge the importance to the business carried on by the Company and its affiliates of the human resources engaged and developed by such entities. Accordingly, during the Restricted Period, I covenant and agree that I shall not, directly or indirectly, induce or solicit or assist any third party in inducing or soliciting any employee or consultant of the Company or any affiliate to leave the Company or any affiliate or to accept employment or engagement elsewhere. The Company acknowledges that placing advertisements soliciting employees of the type then employed by the Company or its affiliates in newspapers, Internet job sites and similar media generally accessible to the public shall not be deemed to be a breach of this Section.

(b) **No Solicitation of Clients and Suppliers.** I acknowledge the importance to the business carried on by the Company and its affiliates of the client and supplier relationships developed by it and them and the unique opportunity that your employment or engagement and your access to the Confidential Information offers to interfere with these relationships. Accordingly, you covenant and agree that you shall not after the termination of your employment or engagement with the Company, directly or indirectly, for a period of two (2) years, contact or solicit any person who you know to be a prospective, current or former client or supplier of the Company or any affiliate for the purpose of selling to such client or buying from such supplier any Company Business products or services.

12. **Notification.** I hereby authorize the Company to notify my actual or future employers of the terms of this Agreement and my responsibilities hereunder.

13. **Injunctive Relief.** I understand that in the event of a breach or threatened breach of this Agreement by me the Company may suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement.

14. **Governing Law; Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of New Jersey, without giving effect to that body of laws pertaining to conflict of laws. I hereby submit to the jurisdiction of and consent to suit in the courts, Federal and State located in the State of New York with respect to any matter or dispute arising out of this Agreement.

15. **Severability.** If any provision of this Agreement is determined by any court or arbitrator of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the parties hereto. If such clause or provision cannot be so enforced, such provision shall be stricken from this Agreement and the remainder of this Agreement shall be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Agreement.

16. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement.

17. **Entire Agreement.** This Agreement and the documents referred to herein constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersede all prior understandings and agreements, whether oral or written, between or among the parties hereto with respect to the specific subject matter hereof.

18. **Amendment and Waivers.** This Agreement may be amended only by a written agreement executed by each of the parties hereto. No amendment of or waiver of, or modification of any obligation under this Agreement will be enforceable unless set forth in a writing signed by the party against which enforcement is sought. Any amendment effected in accordance with this section will be binding upon all parties hereto and each of their respective successors and assigns. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. No waiver granted under this Agreement as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.

19. Successors and Assigns; Assignment. Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. The Company may assign any of its rights and obligations under this Agreement to any entity which is my employer. No other party to this Agreement may assign, whether voluntarily or by operation of law, any of its rights and obligations under this Agreement, except with the prior written consent of the Company.

20. Further Assurances. The parties agree to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement.

SIGNED THIS 25th DAY OF OCTOBER 2017

/s/ Yu Zhou
Yu Zhou

GENEXOSOME TECHNOLOGIES INC.

By: /s/David Jin

Name: David Jin

Title: Co-CEO