

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): November 1, 2017



AVALON  
GLOBOCARE CORP.

(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)

4400 Route 9, Suite 3100 Freehold, NJ 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 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 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On November 1, 2017, Congressman Wilbert J. Tauzin II was appointed to the Board of Directors of Avalon GloboCare Corp. (the “Company”) to serve as a director of the Company. Mr. Tauzin entered into an agreement pursuant to which he will serve as a director. The director agreement provides that he will receive options to acquire 40,000 shares of common stock per year commencing January 1, 2018 at an exercise price equal to the closing price on December 31st of the prior year. The options shall vest in equal amounts quarterly and shall be exercisable for a period of five years. For 2017, the Company granted Mr. Tauzin options to acquire 50,000 shares of common stock at an exercise price of \$1.00 for a term of five years with 10,000 options vesting immediately and the balance vesting at the rate of 10,000 options at the beginning of every quarter in 2018. In addition, the Company entered into an agreement with Tauzin Consultants, LLC (“Tauzin Consultants”). Pursuant to the agreement, in addition to other compensation, the Company is required to issue options to acquire 90,000 shares of common stock at an exercise price of \$1.00 per share for a term of three years. Tauzin Consultants has assigned 50,000 options to Thomas Tauzin and 40,000 options to Congressman Tauzin. Thomas Tauzin is Congressman Tauzin’s son.

There is no understanding or arrangement between Congressman Tauzin and any other person pursuant to which he was appointed as director. Congressman Tauzin do not have any family relationship with any director, executive officer or person nominated or chosen by us to become a director or an executive officer. Congressman Tauzin has not had direct or indirect material interest in any transaction or proposed transaction, in which the Company was or is a proposed participant, exceeding \$120,000.

From December 2010 until March 1, 2014, Congressman Tauzin served as Special Legislative Counsel to Alston & Bird LLP. From December 2004 to June 2010, Congressman Tauzin was President and Chief Executive Officer of the Pharmaceutical Research and Manufacturers of America, a trade group that serves as one of the pharmaceutical industry’s top lobbying groups. He served 13 terms in the U.S. House of Representatives, representing Louisiana’s 3rd Congressional District since being first sworn in in 1980. From January 2001 through February 2004, Congressman Tauzin served as Chairman of the House Committee on Energy and Commerce. He also served as a senior member of the House Resources Committee and Deputy Majority Whip. Prior to serving as a member of Congress, Congressman Tauzin was a member of the Louisiana State Legislature, where he served as Chairman of the House Natural Resources Committee and Chief Administration Floor Leader. He currently serves as a director of Entergy Corporation and LHC Group, Inc., publicly-traded companies, and Lenitiv Scientific, LLC and Resilient Network Systems, LLC, both privately-held companies. Congressman Tauzin received a Bachelor of Arts Degree from Nicholls State University and a Juris Doctor from Louisiana State University.

The foregoing information is a summary of each 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 those agreements, each of which is attached an exhibit to this Current Report on Form 8-K. Readers should review those agreements for a complete understanding of the terms and conditions associated with this transaction.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	<a href="#"><u>Director Agreement by and between Avalon GloboCare Corp. and Wilbert J. Tauzin II dated November 1, 2017</u></a>
10.2	<a href="#"><u>Agreement between Avalon GloboCare Corp. and Tauzin Consultants, LLC dated November 1, 2017</u></a>

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**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: November 7, 2017

By: /s/ David Jin

\_\_\_\_\_  
Name: David Jin

Title: Chief Executive Officer, President and  
Director

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Avalon GloboCare Corp.  
83 South Street, Suite 101  
Freehold, New Jersey 07728

November 1, 2017

Wilbert J. Tauzin II

Letter of Appointment – Board of Directors

Dear Mr. Tauzin:

We are pleased to offer you the role as a director of the Board of Directors (the “Board”) of Avalon GloboCare Corp. (the “Company”). This letter contains the terms of your appointment as a director of the Board of Directors of the Company and will be effective from the date of the signing of this letter.

1. Your Duties:

- a) You will be expected to attend all meetings (either in person or by teleconference) of the Board of the Company, of which we expect to hold approximately four per annum as well as sign all written consents if you deem appropriate. In addition, you will be expected to perform such other duties as are reasonably contemplated by your holding office as a director of the Company or which may reasonably be assigned to you by the Board from time to time.
- b) As a director you will:
  - i) Perform to the best of your abilities and knowledge the duties reasonably assigned to you by the Board from time to time, whether during or outside business hours and at such places as the Board reasonably requires;
  - ii) Use all reasonable efforts to promote the interests of the Company;
  - iii) Attend directors’ meetings;
  - iv) Act in the best interests of the Company; and
  - v) Work closely with the Board of Directors and the Chief Executive Officer.
- c) As you will appreciate, however, your time commitment will ultimately be a product of the matters confronting the Company from time to time and matters properly requiring your attention as a director of the Company.

2. Remuneration: In conjunction with this agreement, the Company shall grant you options to purchase 50,000 shares of the Company’s common stock with an exercise price of \$1. The first 10,000 options will vest immediately and will be for services rendered during the remainder of 2017. The balance of 40,000 options will vest 25% at the beginning of each quarter in 2018 and have a term of five years. Beginning on January 1, 2018 and on January 1 of each subsequent year that you remain as Director, the Company shall grant you options to purchase 40,000 shares of the Company’s common stock on an annual basis at exercise price equal to the closing price on December 31<sup>st</sup> of the prior year. Said options will vest 25% at the beginning of each quarter and have a term of five years. Your service as a director will commence on the date set forth above.

- 3.
4. Expenses: Subject to you providing the Company with receipts or other evidence of payment, the Company will pay for or reimburse you for all travelling, hotel and other expenses reasonably incurred by you in connection with attending and returning from Board, Committee, Company, meetings or otherwise in connection with the Company's business. Reasonable travel and out of pocket expenses used in connection with the business of the Group shall include:
  - a) Cell phone bills;
  - b) Domestic and international travel (economy class under 4 hours and business class over 4 hours); and
  - c) Hotel accommodation.
5. Termination of Appointment:
  - a) Your appointment as the Director may be terminated at any time by the vote of the stockholders of the Company in accordance with the certificate of incorporation and bylaws of the Company.
  - b) You acknowledge and agree that if the shareholders of the Company terminate your appointment, you will have no claim of any kind against the Company by reason of the termination.
  - c) You are at liberty to terminate the appointment at any time by notice in writing to the Company.
6. What happens after termination of appointment?

If your appointment is terminated for any reason or you resign for any reason:

  - a) The Company may set off any amounts you owe the Company against any amounts the Company owes to you as a Director at the date of termination except for amounts the Company is not entitled by law to set off;
  - b) You must return all the Company's property (including property leased by the Company) to the Company on termination including all written or machine readable material, software, computers, credit cards, keys and vehicles; and
  - c) You must not record any confidential information in any form after termination.
7. Prohibited Activities:
  - a) You undertake to the Company that you will not during the term of your appointment engage in a business or an activity that would place you in a position of conflict in respect of the performance of your duties.

- b) The terms of your appointment do not restrict you from accepting appointment as a director of any other company outside of the Company's industry, providing consulting services or any other business or other activity whatsoever. The Company acknowledges and accepts your current roles as a director. You recognize that the services to be performed by you under the Agreement are special, unique and extraordinary. The parties confirm that it is reasonably necessary for the protection of the Company's goodwill that you agree, and accordingly, you do hereby agree and covenant, that during your term as director, you will not, directly or indirectly, except for the benefit of the Company:
- i. become an officer, director, more than 2% stockholder, partner, associate, employee, owner, proprietor, agent, creditor, independent contractor, co-venturer or otherwise, or be interested in or associated with any other corporation, firm or business engaged in the same or any similar business competitive with that of the Company (including the Company's present and future subsidiaries and affiliates) (the "Business"); or
  - ii. solicit, cause or authorize, directly or indirectly, to be solicited for or on behalf of himself or third parties from parties who were customers of the Company (including its present and future subsidiaries and affiliates) at any time during your term, any business similar to the business transacted by the Company with such customer; or
  - iii. accept or cause or authorize, directly or indirectly, to be accepted for or on behalf of your or third parties, business from any such customers of the Company (including its present and future subsidiaries and affiliates); or
  - iv. solicit, or cause or authorize, directly or indirectly, to be solicited for employment for or on behalf of you or third parties, any persons who were at any time during your term hereunder, employees of the Company (including its present and future subsidiaries and affiliates); or
  - v. employ or cause or authorize, directly or indirectly, to be employed for or on behalf of yourself or third parties, any such employees of the Company (including its present and future subsidiaries and affiliates); or
  - vi. use the tradenames, trademarks, or trade dress of any of the products of the Company (including its present and future subsidiaries and affiliates); or any substantially similar tradename, trademark or trade dress likely to cause, or having the effect of causing, confusion in the minds of manufacturers, customers, suppliers and retail outlets and the public generally.

You acknowledge the intention that the Company shall have the broadest possible protection of the value of its business consistent with public policy, and it will not violate the intent of the parties if any court should determine that, consistent with established precedent of the forum state, the public policy of such state requires a more limited restriction in geographical area or duration of the aforesaid covenant not to compete, contained in an appropriate decree.

- c) Except as permitted in this Agreement or as approved by the Company, you will not (i) use any Confidential Information (as defined below) or (ii) disseminate or in any way disclose the Confidential Information to any person, firm, business or governmental agency or department. You may use the Confidential Information to perform your Duties for the benefit of Company. You shall treat all Confidential Information with the same degree of care as you accord to your own confidential information, but in no case shall you use less than reasonable care. You shall immediately give notice to Company of any unauthorized use or disclosure of the Confidential Information. You shall assist Company in remedying any the unauthorized use or disclosure of the Confidential Information. You agree not to communicate any information to Company in violation of the proprietary rights of any third party.

"Confidential Information" means (a) any technical and non-technical information related to the Company's business and current, future and proposed products and services of Company, including for example and without limitation, Company innovations, intellectual property, and information concerning research, development, design details and specifications, financial information, procurement requirements, engineering and manufacturing information, customer lists, business forecasts, sales information, marketing plans and business plans, and provided, in each case, that each is marked as "confidential" or "proprietary" and (b) any information that Company has received from others that may be made known to you and that Company is obligated to treat as confidential or proprietary, and provided, in each case, that each is marked as "confidential" or "proprietary".

8. Notices and Other Communications:

a) Service of Notices

A notice, demand, consent, approval or communication under this letter (collectively a "Notice") must be:

- i) In writing and in English directed to the address advised by the recipient for notices, as varied by any notice; and
- ii) Hand delivered or sent by prepaid post or facsimile to that address.

b) Effective on Receipt: A Notice given in accordance with section 7a takes effect when received (or at a later time specified in the Notice), and is taken to be received:

- i) If hand delivered, on delivery;
- ii) If sent by prepaid post, two Business Days after the date of posting (or seven Business Days after the date of posting if posted to or from outside The United States of America);
- iii) If sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice;

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the Business Day after that delivery, receipt or transmission.

9. Miscellaneous

- a) Alterations: This letter may be altered only in writing signed by each party.
- b) Approvals and consents: Except where this letter expressly states otherwise, a party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this letter.
- c) Assignment: This letter may NOT be assigned by either party.
- d) Costs: Each party must pay its own costs of negotiating, preparing and executing this letter.
- e) Survival: Any indemnity in this letter is independent and survives termination of this letter. Any other provision by its nature intended to survive termination of this letter survives termination of this letter.
- f) Counterparts: This letter may be executed in counterparts. All executed counterparts constitute one document.

- g) No Merger: The rights and obligations of the parties under this letter do not merge on completion of any transaction contemplated by this letter.
  - h) Entire Agreement: This letter constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.
  - i) Further Action: Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this letter and the transactions contemplated by it.
  - j) Waiver: A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.
  - k) Relationship: Except where this letter expressly states otherwise, it does not create a relationship of employment, agency or partnership between the parties.
  - l) Confidentiality: A party may only use the confidential information of another party for the purposes of this letter, and must keep the existence of this letter and the terms of it and the confidential information of another party confidential information except where:
    - i) The information is public knowledge (but not because of a breach of this letter) or the party has independently created the information; or
    - ii) Disclosure is required by law or a regulatory body (including a relevant stock exchange).
  - m) Announcements: A public announcement in connection with this letter or a transaction contemplated by it must be agreed by the parties before it is made, except if required by law or a regulatory body (including a relevant stock exchange).
10. Insurance: The Company has directors' and officers' liability insurance under which you are covered in the US and elsewhere for all usual risks during the term of your appointment as the Director. The Company will maintain that cover for the full term of your appointment.
11. Contract for Services: This is a contract for services and is not a contract of employment.
12. Governing Law: This Agreement shall be governed by the laws of the State of Delaware (without giving effect to choice of law principles or rules thereof that would cause the application of the laws of any jurisdiction other than the State of Delaware) and the invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating or affecting the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Please sign the attached copy of this letter to indicate that you have read, understood and accept the terms of your appointment.



Yours Sincerely,

Avalon GloboCare Corp.

By: /s/ David Jin

Name: David Jin

Title: CEO

Agreed to and accepted by:

A handwritten signature in black ink, reading "Wilbert J. Tauzin II". The signature is written in a cursive style with a distinct flourish at the end.

Wilbert J. Tauzin II



## AGREEMENT

THIS AGREEMENT (this "Agreement") is executed as of November 1, 2017, by and between Avalon GloboCare Corp., a Delaware corporation (the "Company") and Tauzin Consultants, LLC ("Consultant").

In consideration of the mutual promises and covenants set forth herein, the Company and the Consultant agree to the following terms:

### I. Duties and Responsibilities of Consultant

The Company agrees that the following list of Duties and Responsibilities is a list of services in which Consultant is able and willing to perform on the Company's behalf. Consultant's retainer shall not be affected if Company does not request, in written form, any particular elements of this list at any time.

#### Short-Term Activity

- In the first several weeks of our relationship, Consultant will thoroughly examine and evaluate the Company's previous and existing strategies and tactics. As with all new clients, Consultant will then build upon and enhance successful strategies and reevaluate and modify strategies that have underperformed or failed. Targeted and prioritized lists of likely healthcare-related companies will be developed thereafter, based on a market analysis and Consultant's collective contacts. This introductory phase will not, in any way, preclude Consultant from making targeted business development introductions on Company's behalf. This period simply ensures that together our organizations properly lay down the foundation for our relationship. On a parallel track will be key initiatives on government relations activities. (1) In speaking with Company's executives, Consultant seeks a thorough download of previous/existing relationships with key players in the US health care industry, as well as interactions with federal legislative and/or regulatory agencies if any. In addition, we would like to learn of any challenges or interests the Company has, or anticipates having due to federal laws or regulations. (2) In order to open doors to potential business opportunities by building the Company's profile in Congress, Consultant would like to develop a Hill outreach strategy that would involve meeting with Members of Congress and key staff members. There is great benefit in meeting with select members of the Cancer Caucuses, the Aging Committee and/or members with a health or scientific background.

1099 New York Ave, NW, Ste. 530 • Washington, DC 20001 • Phone: 202.684.9844 • Fax: 202.706.6062 • [www.tauzinconsultants.com](http://www.tauzinconsultants.com)

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## Long-Term Activity

- Develop marketing materials:

Consultant will work with Company to identify an overarching message that articulates Company's importance as a premium healthcare management provider and developer. This will serve as the key message Company wants to communicate to potential business partners and key policy makers. It is essential to have one strong theme that can run through all communications. Consultant will carefully tailor any message and materials, where appropriate, to demonstrate the specific benefits of our request to the entity.

- Provide access to corporate executives:

Drawing from our extensive contact network in the area of healthcare, Consultant will consistently develop relationships and facilitate introductions on the Company's behalf, at a pace deemed appropriate by the Company. Congressman Tauzin's access to top decision makers representing many of Company's potential customers and partners will streamline the due diligence and relationship-building process, while providing immediate validation of the Company even before the first introductory call is held.

- Develop and implement effective outreach strategy for Congress and other key 3rd party groups:

Consultant will work with Company to develop and act upon a strategy to introduce Company's executives to key members in the US House and Senate and 3rd party groups where there's opportunity to meet other key industry leaders in the healthcare industry. As important, Consultant will carefully tailor any message and materials, where appropriate, for each audience.

- Direct access and reliable communications with Consultant:

Consultant will meet or speak regularly with the appropriate officers of Company to assess the strategic plan and technical issues with our collective plan, making changes as necessary on an on-going basis to best achieve Company's goals.

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## II. Terms of the Agreement

- (1) This Agreement and the services to be provided by Consultant hereunder shall be for an initial guaranteed term of 6 months commencing November 1, 2017. This engagement will auto-renew every 6 months unless modified by agreement or cancelled at least 30 days prior to expiration of existing contract with written notice by either party. In the event of termination by either party, any compensation accrued but unpaid and otherwise then payable pursuant to the terms of Article III hereof at the time of the termination shall be paid to the Consultant or his assigns, and any compensation accrued but not yet then payable pursuant to the terms of Article III hereof shall remain accrued and will be payable pursuant to the terms of Article III hereof. This agreement is contingent upon Congressman Billy Tauzin joining the Board of Directors of Avalon Globo Care and remaining on the Board during the course of this engagement.

## III. Compensation

- (1) The Company agrees to pay Consultant compensation in two possible forms, cash and equity.
- (2) For work that has been completed in the past, Company shall pay Consultant Thirty Thousand Dollars (\$30,000.00) and reimburse Consultant for previously approved expenses. These cash payments are due upon the execution of this agreement. In addition, Company will issue Consultant a stock grant equal to the sum of Fifteen Thousand Dollars (\$15,000.00) at a time mutually agreed.
- (3) The Company shall pay Consultant a fee of Ten Thousand Dollars (\$10,000.00) per month for each month of Consultant's service hereunder.
- (4) During the Term of the Agreement, the Company shall issue stock options to acquire 90,000 shares of common stock for a term of three years at an exercise price of \$1.00 per share at the end of every quarter. 50,000 of these options will be issued to Thomas N. Tauzin and 40,000 of these options will be issued to Wilbert J. Tauzin.



- (5) The Company shall issue to Consultant, a 5% equity interest, or mutually agreed upon equivalent; in example, profit interest) in ANY partnership or joint venture in which Consultant helps to facilitate, including Fox Rehabilitation.
- (6) The Company shall also reimburse the Consultant for any pre-approved expenses incurred by the Consultant in connection with its performance of its services hereunder, upon receipt from the Consultant, reasonable proof and copies of relevant receipts and invoices.
- (7) Consultant is an independent contractor and, therefore, shall not be entitled to any employee benefits of the Company.
- (8) Payment to the Consultant shall be by direct payment (bank details to be provided by Consultant) or check to Consultant (Tax I.D. Number is 27-3153542; address is 1099 New York Avenue, NW, Suite 530, Washington, DC 20001). Such payment shall discharge the Company of any further obligation with regard to the services performed for which payment has been made.
- (9) Consultant shall invoice the Company at the beginning of each month for services to be performed and payment is due by the 15<sup>th</sup> of that month.

#### IV. Confidentiality

Consultant acknowledges that in the course of performing assignments for the Company, Consultant will be exposed to confidential, proprietary, educational and administrative information of the Company. Any such information acquired by the Consultant shall not be disclosed by him to others or used for Consultant's own benefit. The obligations of Consultant under this paragraph shall survive termination of the Agreement provided, that Consultant's obligation to keep information confidential shall not apply to information (a) was known to Consultant, as evidenced by written records, prior to the receipt from the Company; or (b) hereinafter becomes generally known to the public through no fault of the Consultant. Consultant agrees to execute the Company's standard form nondisclosure agreement. Consultant acknowledges that Company is a publicly traded Company and during the course of this engagement, Consultant may become knowledgeable of material non-public information. Therefore, Consultant agrees to not trade in Company common stock (either buy or sell) during the course of this engagement.



V. Work for Others

The Company recognizes and agrees that Consultant may perform services for other parties during the Term, provided that those services do not represent a conflict of interest or a breach of Consultant's obligations to Company under this Agreement. In the event of a conflict that arises during the terms of this contract, Consultant shall immediately advise Company of the existence of such conflict.

VI. Ethics. The nature of Consultant's work is highly visible and as such may result in public scrutiny. Consultant warrants that it is properly registered to conduct such work, will abide by all rules and regulations governing such practices, and will conduct itself with the highest standards of ethical conduct.

VII. Entirety: This Agreement constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties with respect hereto other than the Confidentiality Agreement. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof.

This Agreement shall be effective as of the date first written above and shall continue until terminated by either party.

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

Tauzin Consultants, LLC

Avalon GloboCare Corp.

By: /s/ Thomas N. Tauzin  
Thomas N Tauzin  
Title: Managing Director

By:   
Name: Luisa Ingargiola  
Title: C.F.O