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): August 26, 2026

BIORESTORATIVE THERAPIES, INC.
(Exact name of registrant as specified in its charter)

Nevada	001-37603	30-1341024
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

40 Marcus Drive Melville, New York	11747
(Address of principal executive offices)	(Zip Code)

(631)760-8100
(Registrant's telephone number, including area code)

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

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

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

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

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§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 4.01 Changes in Registrant's Certifying Accountant.

Dismissal of CBIZ CPAs P.C.

On August 28, 2026, BioRestorative Therapies, Inc. (the "**Company**") dismissed CBIZ CPAs P.C. ("**CBIZ**") as the Company's independent registered public accounting firm, effective as of that date. The decision to change independent registered public accounting firms was approved by the Board of Directors of the Company (the "**Board**") on August 26, 2026 and approved and ratified by the Audit Committee of the Board on September 1, 2026.

CBIZ served as the Company's independent registered public accounting firm from April 16, 2025, the date of its engagement by the Audit Committee, through August 28, 2026. CBIZ's report on the Company's financial statements for the fiscal year ended December 31, 2025 did not contain an adverse opinion or a disclaimer of opinion and was not qualified or modified as to uncertainty, audit scope or accounting principles, except that such report included an explanatory paragraph expressing substantial doubt about the Company's ability to continue as a going concern.

During the fiscal year ended December 31, 2025 and the subsequent interim period through August 28, 2026, there were (i) no disagreements (within the meaning of Item 304(a)(1)(iv) of Regulation S-K and the related instructions) between the Company and CBIZ on any matter of accounting principles or practices, financial statement disclosure or auditing scope or procedure which, if not resolved to CBIZ's satisfaction, would have caused CBIZ to make reference to the subject matter of the disagreement in connection with its report, and (ii) no "reportable events" within the meaning of Item 304(a)(1)(v) of Regulation S-K.

The Company has provided CBIZ with a copy of the disclosures made by the Company in this Item 4.01 and has requested that CBIZ furnish the Company with a letter addressed to the Securities and Exchange Commission (the "**SEC**") stating whether CBIZ agrees with the statements made by the Company herein and, if not, stating the respects in which it does not agree. The Company will file a copy of CBIZ's letter as Exhibit 16.1 by amendment to this Current Report on Form 8-K within two business days after the Company's receipt thereof.

Engagement of Bush CPA

Effective August 28, 2026, the Company engaged Bush & Associates CPA ("**Bush CPA**") as the Company's independent registered public accounting firm for the fiscal year ending December 31, 2026. The engagement of Bush CPA was approved by the Board on August 26, 2026 and approved and ratified by the Audit Committee on September 1, 2026.

During the Company's two most recent fiscal years and the subsequent interim period through August 28, 2026, neither the Company nor anyone acting on its behalf consulted Bush CPA regarding (i) the application of accounting principles to a specified transaction, either completed or proposed, or the type of audit opinion that might be rendered on the Company's financial statements, and no written report or oral advice was provided to the Company that Bush CPA concluded was an important factor considered by the Company in reaching a decision as to any accounting, auditing or financial reporting issue, or (ii) any matter that was the subject of a disagreement (as defined in Item 304(a)(1)(iv) of Regulation S-K and the related instructions) or a reportable event (as defined in Item 304(a)(1)(v) of Regulation S-K).

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

Transition of Katharyn Field

On August 26, 2026, Katharyn Field advised the Board that she wished to step aside as the Company's Interim Chief Executive Officer and Chief Financial Officer, and the Board accepted her request effective as of that date. Ms. Field also ceased to serve as the Company's interim Chief Financial Officer and Treasurer effective August 27, 2026, upon the appointment of her successor as described below, and as Secretary effective August 26, 2026, and resigned as a member of the Board effective August 31, 2026. Ms. Field's transition and resignation were not the result of any disagreement with the Company on any matter relating to the Company's operations, policies or practices.

In connection with her transition, the Company entered into a consulting agreement, dated as of August 27, 2026 (the "Field Consulting Agreement"), with EEAK Consulting LLC, a Wyoming limited liability company of which Ms. Field is a partner ("EEAK"), pursuant to which Ms. Field will provide advisory and transition services to the Company. Under the Field Consulting Agreement, the Company will pay EEAK a monthly fee of $10,000 (plus applicable taxes), and EEAK is eligible to participate in incentive and equity-based compensation plans made available to the Company's management, subject to the terms of the applicable plan documents. Either party may terminate the Field Consulting Agreement on ninety (90) days' prior written notice, and if the Company terminates without the required notice it will pay an amount equal to the fees payable for the notice period. The foregoing description does not purport to be complete and is qualified in its entirety by reference to the Field Consulting Agreement, a copy of which is filed as Exhibit 10.3 to this Current Report on Form 8-K and incorporated herein by reference.

Appointment of Mika Grasso as Interim Chief Executive Officer

On August 26, 2026, the Board appointed Mika Grasso as the Company's Interim Chief Executive Officer, effective immediately. Mr. Grasso recused himself from the Board's deliberations and vote on his appointment. In connection with his appointment, Mr. Grasso ceased to serve as Chair and a member of the Audit Committee and as a member of the Compensation Committee and the Nominating and Corporate Governance Committee of the Board, and the Board appointed Steven Brown as Chair of the Audit Committee. On September 1, 2026, the Board also appointed Mr. Brown as Chairman of the Board. The Board has reconstituted its standing committees as follows: Audit Committee: Steven Brown (Chair), Jatinder Dhaliwal and Esha Randhawa; Compensation Committee: Jatinder Dhaliwal (Chair), Steven Brown and Esha Randhawa; and Nominating and Corporate Governance Committee: Esha Randhawa (Chair), Jatinder Dhaliwal and Steven Brown. The Board has designated Steven Brown as the Company's "audit committee financial expert" within the meaning of Item 407(d)(5) of Regulation S-K.

Mr. Grasso, age 29, has served as a director of the Company since June 2026 and served as Chair of the Audit Committee from July 2026 until August 2026. Mr. Grasso has served as a director of XORTX Therapeutics Inc. (Nasdaq: XRTX), a clinical-stage biopharmaceutical company, since March 2026 and as its Co-Chief Executive Officer since June 2026. Since March 2025, Mr. Grasso has served as Principal at Currensea Capital LLC, a management consulting firm through which he provides executive leadership, along with corporate strategy and capital markets advisory services to public and private companies. Mr. Grasso previously served as an Associate at Zions Capital Markets from November 2023 until March 2025, as an Investment Banking Associate at Paulson Investment Company from February 2022 until November 2023, as an Analyst at Goldman Sachs from August 2021 until February 2022 and as an Analyst on the Real Assets team at Power Systems Management from May 2020 until August 2021. Mr. Grasso previously served as a director of Nuwellis, Inc. (Nasdaq: NUWE) from January 2026 until March 2026. Mr. Grasso received his M.S. in Finance, with a concentration in Investment Management, and his B.S. in Business Administration from the University of Colorado Boulder, Leeds School of Business.

Mr. Grasso was originally appointed to the Board in June 2026 as a designee of Bowery Group LLC (the “**Lender**”) pursuant to the Revolving Loan Agreement, dated June 10, 2026, between the Company and the Lender, as amended. Other than the foregoing, there is no arrangement or understanding between Mr. Grasso and any other person pursuant to which he was appointed as Interim Chief Executive Officer. There are no family relationships between Mr. Grasso and any director or executive officer of the Company, and there are no transactions between Mr. Grasso and the Company that would be reportable under Item 404(a) of Regulation S-K.

In connection with his appointment, the Company has entered into a consulting agreement (the “**CEO Consulting Agreement**”), dated as of August 27, 2026, with Currensea Capital LLC, a Wyoming limited liability company of which Mr. Grasso is a partner (the “CEO Consultant”), pursuant to which Mr. Grasso serves as Interim Chief Executive Officer. Under the CEO Consulting Agreement, the Company pays the CEO Consultant a monthly fee of $10,000, and the CEO Consultant is eligible to participate in incentive and equity-based compensation plans made available to the Company’s management, subject to the terms of the applicable plan documents; any incentive-based compensation is subject to the Company’s compensation recovery policy. Either party may terminate the CEO Consulting Agreement on ninety (90) days’ prior written notice, and if the Company terminates without the required notice it will pay an amount equal to the fees payable for the notice period. The foregoing description is qualified in its entirety by reference to the CEO Consulting Agreement, a copy of which is filed as Exhibit 10.1 hereto and incorporated herein by reference.

Appointment of Anna Skowron as Chief Financial Officer

Effective August 27, 2026, the Board appointed Anna Skowron as the Company’s Chief Financial Officer and Treasurer, serving as the Company’s principal financial officer and principal accounting officer on a non-employee, fractional basis through BPC Consulting Ltd.

Ms. Skowron, age 39, has more than 15 years of accounting and finance experience across public and private companies, including financial reporting, SEC compliance, corporate governance, internal controls, capital markets and mergers and acquisitions. Ms. Skowron has served as Chief Financial Officer of GridAI Technologies Corp. (Nasdaq: GRDX) since March 2025 and as Chief Financial Officer of Powell Max Limited (Nasdaq: PMAX) since January 2026. Since September 2025, Ms. Skowron has served as Principal of BPC Consulting Ltd., a financial and strategic consulting firm through which she provides chief financial officer, financial reporting, regulatory compliance, capital markets, mergers and acquisitions and strategic advisory services to public and private companies, and since July 2020 she has served as Principal of Skowron Accounting Professional Corporation, an accounting and financial consulting firm. Ms. Skowron previously served as Chief Financial Officer of Titan Environmental Solutions Inc. (OTC: TESI) from April 2025 until February 2026 and as Chief Financial Officer of Nuclea Energy Inc., a privately held company, from December 2025 until August 2026. Earlier in her career, Ms. Skowron worked in public accounting. Ms. Skowron holds a Bachelor of Commerce and Finance, with a specialization in Accounting and Economics, from the University of Toronto.

There is no arrangement or understanding between Ms. Skowron and any other person pursuant to which she was appointed as Chief Financial Officer, and there are no family relationships between Ms. Skowron and any director or executive officer of the Company. Other than as described below, there are no transactions between Ms. Skowron and the Company that would be reportable under Item 404(a) of Regulation S-K.

In connection with her appointment, the Company entered into a CFO Consulting Agreement, dated as of August 27, 2026 (the "**CFO Consulting Agreement**"), with BPC Consulting Ltd., an Ontario, Canada corporation of which Ms. Skowron is Principal ("BPC"), pursuant to which Ms. Skowron serves as the Company's non-employee, fractional Chief Financial Officer. Under the CFO Consulting Agreement, the Company pays BPC a monthly fee of $12,000 (plus applicable taxes), and BPC is eligible to participate in incentive and equity-based compensation plans made available to the Company's management, subject to the terms of the applicable plan documents. Either party may terminate the CFO Consulting Agreement on ninety (90) days' prior written notice, and if the Company terminates without the required notice it will pay an amount equal to the fees payable for the notice period, calculated by reference to the average monthly fees invoiced during the three months preceding termination. The foregoing descriptions are qualified in their entirety by reference to the CFO Consulting Agreement, a copy of which is filed as Exhibit 10.2 hereto and incorporated herein by reference.

Indemnification Agreements

On September 1, 2026, the Board approved a form of indemnification agreement (the "Indemnification Agreements") and the Company's entry into an Indemnification Agreement with each of Mr. Grasso, Ms. Skowron and Ms. Field. The Indemnification Agreements provide for indemnification of the indemnitee to the fullest extent permitted by Nevada law, including Chapter 78 of the Nevada Revised Statutes, and for the advancement of expenses incurred in connection with covered proceedings, in each case subject to the terms and conditions set forth therein. The foregoing description does not purport to be complete and is qualified in its entirety by reference to the form of Indemnification Agreement, a copy of which is filed as Exhibit 10.4 to this Current Report on Form 8-K and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

10.1†	Consulting Agreement, dated as of August 27, 2026, between the Company and Currensea Capital LLC
10.2†	CFO Consulting Agreement, dated as of August 27, 2026, between the Company and BPC Consulting Ltd.
10.3†	Consulting Agreement, dated as of August 27, 2026, between the Company and EEAK Consulting LLC
10.4	Form of Indemnification Agreement
16.1*	Letter of CBIZ CPAs P.C. to the Securities and Exchange Commission.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

† Management contract or compensatory plan or arrangement.

* to be filed by amendment

SIGNATURE

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

BIORESTORATIVE THERAPIES, INC.

Date: September 1, 2026	By:	/s/ Mika Grasso
	Name:	Mika Grasso
	Title:	Interim Chief Executive Officer

Exhibit 10.1

CONSULTING AGREEMENT

This CONSULTING AGREEMENT dated as of August 27, 2026 (this "Agreement"), is made and entered into between BioRestorative Therapies, Inc., a Nevada corporation (the "Company"), and Currensea Capital LLC, a Wyoming limited liability company (the "Consultant").

WHEREAS, the Company desires to engage the Consultant to provide certain consulting services described on **Exhibit A** (the "Services") to the Company pursuant to the terms and conditions of this Agreement;

WHEREAS, the Consultant has designated Mika Grasso (the "Designee") to perform the Services;

NOW, THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto agree as follows:

1. Independent Consultant.

   During the term of this Agreement, Consultant will perform the Services in a diligent and professional manner, and in compliance with all applicable laws and regulations. The Company, through the action of its Board, hereby engages the Consultant, and the Consultant will serve the Company, as a consultant.

2. Duties, Term, and Compensation. The Consultant's term of engagement, compensation and provisions for payment thereof are detailed in the attached **Exhibit B**, which may be amended in writing from time to time by the Consultant and agreed to by the Company, and which collectively are hereby incorporated by reference.

3. Expenses. The Company will reimburse the Consultant for all reasonable business expenses Consultant incurs in conducting its duties hereunder, pursuant to the Company's usual expense reimbursement policies, but in no event later than ninety (90) days after the end of the calendar month following the month in which such expenses were incurred by the Consultant; provided that the Consultant supplies the appropriate substantiation for such expenses no later than the end of the calendar month following the month in which such expenses were incurred by the Consultant.

4. Confidentiality. The Consultant acknowledges that during the engagement it will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the Company and/or used by the Company in connection with the operation of its business including, without limitation, the Company's business and product processes, methods, customer lists, accounts and procedures. The Consultant agrees that it will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Company. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Company, whether prepared by the Consultant or otherwise coming into the Consultant's possession, shall remain the exclusive property of the Company. The Consultant shall not retain any copies of the foregoing without the Company's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the Company, the Consultant shall immediately deliver to the Company all such files, records, documents, specifications, information, and other items in its possession or under its control. The Consultant confirms that all restrictions in Section 4 are reasonable and valid, and any defenses to the strict enforcement thereof by the Company are waived by the Consultant. The provisions of this Section shall survive any termination of this Agreement.

5. Conflicts of Interest; Performance of Duties. The Consultant represents that it is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Consultant, any of its personnel or owners and any third party. Further, the Consultant, in rendering the Services, shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which it does not have a proprietary interest.

6. Other Business Activities: The Consultant agrees that it is not, and during the Term of this Agreement shall not be, engaged or employed in any business, trade, profession, or other activity that would create a conflict of interest with the Company. If any such actual or potential conflict arises during the Term of this Agreement, the Consultant shall immediately notify the Company in writing. If the Company determines, in its sole discretion, that the conflict is material, the Company may terminate the Agreement immediately upon written notice in accordance with provisions under "Term" under Exhibit B.

7. Indemnification and D&O Insurance: Consultant shall have full responsibility for applicable withholding taxes or other taxes for all compensation paid to Consultant under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Consultant's self-employment, franchise tax, worker's compensation insurance coverage requirements and U.S. immigration visa requirements. Consultant shall indemnify, defend and hold Company harmless from any liability for, or assessment of, any claims or penalties with respect to such withholding taxes, labor or employment requirements including, without limitation, any liability for, or assessment of, withholding taxes imposed on Company by any relevant taxing authorities with respect to any compensation paid to Consultant.

   Notwithstanding the foregoing, the Company shall defend and indemnify the Designee in his capacity as an officer or director of the Company to the fullest extent permitted under Chapter 78 of the Nevada Revised Statutes (the "NRS"). The Company shall also maintain a policy for indemnifying its officers and directors, including but not limited to the Designee, for all actions permitted under the NRS taken in good faith pursuit of their duties for the Company, including but not limited to maintaining an appropriate level of Directors and Officers Liability coverage and maintaining the inclusion of such provisions in the Company's bylaws or articles of incorporation, as applicable and customary. The rights to indemnification shall survive any termination of this Agreement.

8. Independent Contractor. This Agreement shall not render the Consultant or the Designee an employee, partner, agent of, or joint venturer with the Company for any purpose. The Consultant is and will remain an independent Consultant in its relationship with the Company. The Consultant will receive an IRS Form 1099 from the Company, and the Consultant shall be solely responsible for all federal, state, and local taxes. The Consultant or Designee shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Consultant agrees to indemnify and save the Company harmless from and against any and all assessments, losses or penalties actually incurred by the Company in respect of any unpaid taxes or other fees and charges by the Consultant which are charged back to the Company, including, without limitation, contributions to any pension/retirement plans, employment insurance or workers compensation premiums.

9. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

10. Choice of Law. The laws of the state of Nevada shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

11. Arbitration. Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in Nevada in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.

12. Submission to Jurisdiction. Each of the parties irrevocably submits to the jurisdiction of the courts of the State of Nevada solely for purposes of compelling arbitration under Section 11, enforcing any arbitration award, or obtaining provisional equitable relief in aid of arbitration.

13. Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

14. Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

15. Assignment. The Consultant shall not assign any of its rights under this Agreement, or delegate the performance of any of its duties hereunder, except as set forth herein, without the prior written consent of the Company.

16. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given and received (a) when personally delivered, or delivered by same-day courier; or (b) on the third business day after mailing by registered or certified mail, postage prepaid, return receipt requested; or (c) upon delivery when sent by prepaid overnight express delivery service (e.g., FedEx, UPS); or (d) when sent by email and upon the receipt by the sending party of written confirmation by the receiving party; provided, however, that an automated email confirmation of delivery or read receipt shall not constitute such confirmation; and, in any case addressed to either party, and in the case of the Company, at its normal business address, and in the case of Consultant, at its principal business address or other address provided, which address may be updated by either party in writing from time to time.

17. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

18. Counterparts. This Agreement may be executed originally or electronically, and any number of counterparts, each of which shall be deemed an original, and together shall constitute one and the same instrument. Signatures provided electronically shall be deemed original signatures.

19. Entire Agreement. This Agreement sets forth the entire understanding of the parties hereto with respect to its subject matter and supersedes all prior agreements, promises, statements, representations, negotiations, and understandings, written or oral, with respect to matters covered hereby. The Consultant and Designee each hereby agrees to waive all present and future claims under any prior agreements with the Company (collectively, the "Prior Agreement"). The Consultant acknowledges that the Prior Agreement is cancelled in all respects and that no amounts are due and owed to Consultant or Designee under the Prior Agreement and that each of the Consultant and Designee is not entitled to any other benefits under the Prior Agreement. Notwithstanding the foregoing, nothing in this Section shall cancel, waive or otherwise affect (i) any indemnification agreement between the Company and the Designee, (ii) the Designee's rights to indemnification, advancement of expenses or exculpation in his capacity as a director or officer of the Company, or (iii) any equity awards previously granted to the Designee, each of which shall remain in full force and effect.

20. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

BioRestorative Therapies, Inc.		**Currensea Capital LLC**	
By:		By:	
Name:		Name:	Mika Grasso
Title:	Chairman	Title:	Partner

EXHIBIT A

DESCRIPTION OF SERVICES

Consultant agrees to provide the below Services to the Company:

Purpose. The Designee shall serve as the Company's Chief Executive Officer (in such capacity, the "CEO") and shall have the duties, responsibilities, and authority customarily associated with that position at a publicly traded, clinical-stage biotechnology company of similar size, together with such other duties consistent with the CEO's position as may reasonably be requested by the Board from time to time.

Duties include, without limitation, and subject to CEO's reasonable business judgment as to scope and prioritization:

- General executive leadership and management of the Company's business, operations, and personnel, including the authority to delegate operational and administrative functions to other officers, employees, or advisors as CEO deems appropriate.
- Engagement with the Board Chair and Board on Company strategy, priorities, and material developments, at a cadence CEO determines reasonable.
- Leading the Company's response to significant business, financial, or stakeholder matters, using such resources and personnel as CEO deems appropriate.
- Framing and presenting major strategic and operational decisions to the Board for its consideration.
- Managing executive time and attention across the Company's value creation, operating, and stakeholder priorities.
- Representing the Company in high-level dealings with the Board, financing sources, lenders, key customers, and senior candidates, with authority to designate other officers to do so as appropriate.
- Participating in CEO goal-setting and performance evaluation processes as established by the Board or its Compensation Committee.
- Overseeing preparation of Board and committee materials, which CEO may delegate to management or outside advisors.
- Attending Board and committee meetings as invited.
- Supporting Board committees (Audit, Compensation, Nominating/Governance) as reasonably requested, with authority to delegate supporting work product to management.

EXHIBIT B

TERM AND TERMINATION:

This engagement shall commence effective August 27, 2026, and shall continue until terminated in accordance with the terms of this Agreement. Either party may terminate this Agreement at any time by providing the other party with no less than ninety (90) days' prior written notice. If the Company terminates the Agreement without providing the required ninety (90) days' notice, it shall pay the Consultant an amount equal to the fees that would have been payable during the notice period, in lieu of such notice. This payment in lieu shall be calculated based on the monthly compensation rate in effect as of the date of termination.

COMPENSATION:

The Company shall pay the Consultant compensation at the rate of $10,000 USD per month payable on the 1st day of each month. This compensation shall be subject to periodic review and adjustment by the Board or its Compensation Committee; provided, that the monthly rate shall not be reduced without the Consultant's prior written consent. Should the scope of services required exceed the expectations, the parties agree to negotiate in good faith an adjusted compensation arrangement to reflect the additional responsibilities and time commitment. The Consultant shall be eligible to participate in any incentive compensation, bonus, stock option, equity purchase, restricted stock unit (RSU), or other equity-based compensation plans that the Company makes available to its management and executives on substantially the same terms, conditions, and levels as are offered to such individuals, subject to the terms of the applicable plan documents. Any incentive-based compensation paid or granted to the Consultant or the Designee shall be subject to the Company's compensation recovery (clawback) policy adopted pursuant to Rule 10D-1 under the Securities Exchange Act of 1934, as amended, and Nasdaq Listing Rule 5608.

Exhibit 10.2

CFO CONSULTING AGREEMENT

This CFO CONSULTING AGREEMENT dated as of **August 27, 2026** (this "Agreement"), is made and entered into between BioRestorative Therapies Inc. (the "Company, a Nevada Corporation"), and BPC Consulting Ltd., an Ontario, Canada corporation (the "Consultant").

WHEREAS, the Company desires to engage the Consultant to provide certain consulting services described on **Exhibit A** (the "Services") to the Company pursuant to the terms and conditions of this Agreement;

WHEREAS, the Consultant has designated Anna Skowron to perform the Services as non-employee Fractional Chief Financial Officer;

WHEREAS, the Board of Directors of the Company (the "Board") has appointed the Designee, to serve as the Chief Financial Officer of the Company, upon the terms and subject to the conditions hereinafter set forth; and

WHEREAS, the Designee has the necessary skills and qualifications to serve as the Fractional Chief Financial Officer and has agreed to serve as such, upon the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto agree as follows:

1. Independent Consultant.

   During the term of this Agreement, Consultant will perform the Services in a diligent and professional matter, and in compliance with all applicable laws and regulations. The Company, through the action of its Board, hereby engages the Consultant, and the Consultant will serve the Company, as a consultant. During the term of this Agreement, the Designee will serve as the non-employee chief financial officer ("CFO") of the Company. The Company confirms that the Designee has been duly appointed as the CFO and will remain as an executive officer of the Company during the term of this Agreement.

2. Duties, Term, and Compensation. The Consultant's term of engagement, compensation and provisions for payment thereof are detailed in the attached **Exhibit B**, which may be amended in writing from time to time by the Consultant and agreed to by the Company, and which collectively are hereby incorporated by reference.

3. Expenses. The Company will reimburse the Consultant for all reasonable business expenses Consultant incurs in conducting her duties hereunder, pursuant to the Company's usual expense reimbursement policies, but in no event later than ninety (90) days after the end of the calendar month following the month in which such expenses were incurred by the Consultant; provided that the Consultant supplies the appropriate substantiation for such expenses no later than the end of the calendar month following the month in which such expenses were incurred by the Consultant.

4. Confidentiality. The Consultant acknowledges that during the engagement it will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the Company and/or used by the Company in connection with the operation of its business including, without limitation, the Company's business and product processes, methods, customer lists, accounts and procedures. The Consultant agrees that it will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Company. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Company, whether prepared by the Consultant or otherwise coming into the Consultant's possession, shall remain the exclusive property of the Company. The Consultant shall not retain any copies of the foregoing without the Company's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the Company, the Consultant shall immediately deliver to the Company all such files, records, documents, specifications, information, and other items in her possession or under her control. The Consultant confirms that all restrictions in Section 4 are reasonable and valid, and any defenses to the strict enforcement thereof by the Company are waived by the Consultant. The provisions of this Section shall survive any termination of this Agreement.

5. Conflicts of Interest; Performance of Duties. The Consultant represents that it is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Consultant, any of its personnel or owners and any third party. Further, the Consultant, in rendering the Services, shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which it does not have a proprietary interest.

6. Other Business Activities: The Consultant agrees that she is not, and during the Term of this Agreement shall not be, engaged or employed in any business, trade, profession, or other activity that would create a conflict of interest with the Company. If any such actual or potential conflict arises during the Term of this Agreement, the Consultant shall immediately notify the Company in writing. If the Company determines, in its sole discretion, that the conflict is material, the Company may terminate the Agreement immediately upon written notice in accordance with provisions under "Term" under Exhibit B.

7. Indemnification and D&O Insurance: Consultant shall have full responsibility for applicable withholding taxes or other taxes, U.S., Canadian or otherwise, for all compensation paid to Consultant under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Consultant's self-employment, franchise tax, worker's compensation insurance coverage requirements and U.S. immigration visa requirements. Consultant shall indemnify, defend and hold Company harmless from any liability for, or assessment of, any claims or penalties with respect to such withholding taxes, labor or employment requirements including, without limitation, any liability for, or assessment of, withholding taxes imposed on Company by any relevant taxing authorities with respect to any compensation paid to Consultant.

   Notwithstanding the foregoing, the Company shall defend and indemnify the Designee in her capacity as Chief Financial Officer of the Company to the fullest extent permitted under the Nevada General Corporation Law. The Company shall also maintain a policy for indemnifying its officers and directors, including but not limited to the Designee, for all actions permitted under the NGCL taken in good faith pursuit of their duties for the Company, including but not limited to maintaining an appropriate level of Directors and Officers Liability coverage and maintaining the inclusion of such provisions in the Company's by-laws or certificate of incorporation, as applicable and customary. The rights to indemnification shall survive any termination of this Agreement.

8. Independent Contractor. This Agreement shall not render the Consultant or the Designee an employee, partner, agent of, or joint venturer with the Company for any purpose. The Consultant is and will remain an independent Consultant in her relationship with the Company. The Consultant will receive an IRS Form 1099 from the Company, and the Consultant shall be solely responsible for all federal, state, and local taxes. The Consultant or Designee shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Consultant agrees to indemnify and save the Company harmless from and against any and all assessments, losses or penalties actually incurred by the Company in respect of any unpaid taxes or other fees and charges by the Consultant which are charged back to the Company, including, without limitation, contributions to any pension/retirement plans, employment insurance or workers compensation premiums.

9. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

10. Choice of Law. The laws of the state of Nevada shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

11. Arbitration. Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in Nevada in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.

12. Submission to Jurisdiction. Each of the parties irrevocably submits to the jurisdiction of the courts of the State of Nevada.

13. Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

14. Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

15. Assignment. The Consultant shall not assign any of her rights under this Agreement, or delegate the performance of any of its duties hereunder, except as set forth herein, without the prior written consent of the Company.

16. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given and received (a) when personally delivered, or delivered by same-day courier; or (b) on the third business day after mailing by registered or certified mail, postage prepaid, return receipt requested; or (c) upon delivery when sent by prepaid overnight express delivery service (e.g., FedEx, UPS); or (d) when sent by email and upon the receipt by the sending party of written confirmation by the receiving party; provided, however, that an automated email confirmation of delivery or read receipt shall not constitute such confirmation; and, in any case addressed to either party, and in the case of the Company, at its normal business address, and in the case of Consultant, at her residential address or other address provided, which address may be updated by either party in writing from time to time.

17. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

18. Counterparts. This Agreement may be executed originally or electronically, and any number of counterparts, each of which shall be deemed an original, and together shall constitute one and the same instrument. Signatures provided electronically shall be deemed original signatures.

19. Entire Agreement. This Agreement sets forth the entire understanding of the parties hereto with respect to its subject matter and supersedes all prior agreements, promises, statements, representations, negotiations, and understandings, written or oral, with respect to matters covered hereby. The Consultant and Designee each hereby agrees to waive all present and future claims under any prior agreements with the Company (collectively, the "Prior Agreement"). The Consultant acknowledges that the Prior Agreement is cancelled in all respects and that no amounts are due and owed to Consultant or Designee under the Prior Agreement and that each of the Consultant and Designee is not entitled to any other benefits under the Prior Agreement.

20. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

BioRestorative Therapies Inc.	**BPC Consulting Ltd.**
By: /s/ Mika Grasso	By: /s/ Anna Skowron
Name: Mika Grasso	Name: Anna Skowron
Title: Chief Executive Officer	Title: Director

EXHIBIT A

DESCRIPTION OF SERVICES

Consultant agrees to provide the below Services to the Company:

BPC Consulting Ltd. (the “Consultant”) will perform all duties typically required of a Fractional Chief Financial Officer, including, but not limited to accounting oversight for the preparation of quarterly and annual financial statements to be filed with the SEC, filings required on Forms 10-Q and 10-K and such other filings as may be required.

The Consultant will provide oversight, assist the Company with best accounting practices as well as other services such as preparing or reviewing financial information for management and investors. The Consultant’s duties shall include, but shall not be limited to:

- Cause Designee to sign regulatory filings as CFO;
- Prepare and file Forms 10Q and 10K
- Oversee existing accounting department processes and operations;
- Monitor the accuracy financial records and accounts in accordance with US GAAP;
- Oversee monthly and quarterly closing procedures and reporting;
- Review schedules utilized in the quarterly and annual filings;
- Resolve day-to-day transactional issues;
- Oversee auditor requests of transactions and support documentation;
- Respond in a timely manner to all requests for financial information by management, regulatory bodies or stock exchange;
- Assist management’s review, efforts, and control over its accounting activities;
- Make recommendations to improve organizational efficiency and cost-effectiveness; and

Consultant will report directly to the CEO and Audit Committee Chairman of the Company and to any other party designated by the Audit Committee Chairman in connection with the performance of the duties under this Agreement and shall fulfill any other duties reasonably requested by the Company and agreed to by the Consultant. Notwithstanding the foregoing, the Services do not include the preparation of technical accounting memoranda requiring the engagement of specialized subject-matter experts, nor do they include the preparation or performance of valuations, appraisals, fairness opinions, or other specialist reports. Any such services shall be performed by appropriately qualified third-party specialists or experts and shall be outside the scope of this Agreement and the Consultant’s monthly fee, unless otherwise agreed to in writing by the parties.

EXHIBIT B

TERM AND TERMINATION:

This engagement shall commence effective **August 27, 2026**, and shall continue until terminated in accordance with the terms of this Agreement. Either party may terminate this Agreement at any time by providing the other party with no less than ninety (90) days' prior written notice. If the Company terminates the Agreement without providing the required ninety (90) days' notice, it shall pay the Contractor an amount equal to the fees that would have been payable during the notice period, in lieu of such notice. This payment in lieu shall be calculated based on the average monthly fees invoiced by the Contractor during the three (3) months immediately preceding termination.

COMPENSATION:

The Company shall pay the Consultant compensation at the rate of $12,000 USD (plus applicable taxes) per month payable on the 1st day of each month. This compensation reflects a fractional role and shall be subject to periodic review and adjustment at the sole discretion of the Company and Consultant. Should the scope of services required exceed the expectations of a fractional engagement, the parties agree to negotiate in good faith an adjusted compensation arrangement to reflect the additional responsibilities and time commitment. The Consultant shall be eligible to participate in any incentive compensation, bonus, stock option, equity purchase, restricted stock unit (RSU), or other equity-based compensation plans that the Company makes available to its management and executives on substantially the same terms, conditions, and levels as are offered to such individuals, subject to the terms of the applicable plan documents.

Exhibit 10.3

CONSULTING AGREEMENT

This CONSULTING AGREEMENT dated as of August 27, 2026 (this "Agreement"), is made and entered into between BioRestorative Therapies Inc. (the "Company, a Nevada Corporation"), and EEAK Consulting LLC and Wyoming company (the "Consultant").

WHEREAS, the Company desires to engage the Consultant to provide certain consulting services described on **Exhibit A** (the "Services") to the Company pursuant to the terms and conditions of this Agreement;

WHEREAS, the Consultant has designated Katharyn Field to perform the Services;

NOW, THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto agree as follows:

1. Independent Consultant.

   During the term of this Agreement, Consultant will perform the Services in a diligent and professional matter, and in compliance with all applicable laws and regulations. The Company, through the action of its Board, hereby engages the Consultant, and the Consultant will serve the Company, as a consultant.

2. Duties, Term, and Compensation. The Consultant's term of engagement, compensation and provisions for payment thereof are detailed in the attached **Exhibit B**, which may be amended in writing from time to time by the Consultant and agreed to by the Company, and which collectively are hereby incorporated by reference.

3. Expenses. The Company will reimburse the Consultant for all reasonable business expenses Consultant incurs in conducting her duties hereunder, pursuant to the Company's usual expense reimbursement policies, but in no event later than ninety (90) days after the end of the calendar month following the month in which such expenses were incurred by the Consultant; provided that the Consultant supplies the appropriate substantiation for such expenses no later than the end of the calendar month following the month in which such expenses were incurred by the Consultant.

4. Confidentiality. The Consultant acknowledges that during the engagement it will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the Company and/or used by the Company in connection with the operation of its business including, without limitation, the Company's business and product processes, methods, customer lists, accounts and procedures. The Consultant agrees that it will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Company. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Company, whether prepared by the Consultant or otherwise coming into the Consultant's possession, shall remain the exclusive property of the Company. The Consultant shall not retain any copies of the foregoing without the Company's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the Company, the Consultant shall immediately deliver to the Company all such files, records, documents, specifications, information, and other items in her possession or under her control. The Consultant confirms that all restrictions in Section 4 are reasonable and valid, and any defenses to the strict enforcement thereof by the Company are waived by the Consultant. The provisions of this Section shall survive any termination of this Agreement.

5. Conflicts of Interest; Performance of Duties. The Consultant represents that it is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Consultant, any of its personnel or owners and any third party. Further, the Consultant, in rendering the Services, shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which it does not have a proprietary interest.

6. Other Business Activities: The Consultant agrees that she is not, and during the Term of this Agreement shall not be, engaged or employed in any business, trade, profession, or other activity that would create a conflict of interest with the Company. If any such actual or potential conflict arises during the Term of this Agreement, the Consultant shall immediately notify the Company in writing. If the Company determines, in its sole discretion, that the conflict is material, the Company may terminate the Agreement immediately upon written notice in accordance with provisions under "Term" under Exhibit B.

7. Indemnification and D&O Insurance: Consultant shall have full responsibility for applicable withholding taxes or other taxes, U.S., Canadian or otherwise, for all compensation paid to Consultant under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Consultant's self-employment, franchise tax, worker's compensation insurance coverage requirements and U.S. immigration visa requirements. Consultant shall indemnify, defend and hold Company harmless from any liability for, or assessment of, any claims or penalties with respect to such withholding taxes, labor or employment requirements including, without limitation, any liability for, or assessment of, withholding taxes imposed on Company by any relevant taxing authorities with respect to any compensation paid to Consultant.

   Notwithstanding the foregoing, the Company shall defend and indemnify the Designee in her capacity as Consultant of the Company to the fullest extent permitted under the Nevada General Corporation Law. The Company shall also maintain a policy for indemnifying its officers and directors, including but not limited to the Designee, for all actions permitted under the NGCL taken in good faith pursuit of their duties for the Company, including but not limited to maintaining an appropriate level of Directors and Officers Liability coverage and maintaining the inclusion of such provisions in the Company's by-laws or certificate of incorporation, as applicable and customary. The rights to indemnification shall survive any termination of this Agreement.

8. Independent Contractor. This Agreement shall not render the Consultant or the Designee an employee, partner, agent of, or joint venturer with the Company for any purpose. The Consultant is and will remain an independent Consultant in her relationship with the Company. The Consultant will receive an IRS Form 1099 from the Company, and the Consultant shall be solely responsible for all federal, state, and local taxes. The Consultant or Designee shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Consultant agrees to indemnify and save the Company harmless from and against any and all assessments, losses or penalties actually incurred by the Company in respect of any unpaid taxes or other fees and charges by the Consultant which are charged back to the Company, including, without limitation, contributions to any pension/retirement plans, employment insurance or workers compensation premiums.

9. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

10. Choice of Law. The laws of the state of Nevada shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

11. Arbitration. Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in Nevada in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.

12. Submission to Jurisdiction. Each of the parties irrevocably submits to the jurisdiction of the courts of the State of Nevada.

13. Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

14. Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

15. Assignment. The Consultant shall not assign any of her rights under this Agreement, or delegate the performance of any of its duties hereunder, except as set forth herein, without the prior written consent of the Company.

16. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given and received (a) when personally delivered, or delivered by same-day courier; or (b) on the third business day after mailing by registered or certified mail, postage prepaid, return receipt requested; or (c) upon delivery when sent by prepaid overnight express delivery service (e.g., FedEx, UPS); or (d) when sent by email and upon the receipt by the sending party of written confirmation by the receiving party; provided, however, that an automated email confirmation of delivery or read receipt shall not constitute such confirmation; and, in any case addressed to either party, and in the case of the Company, at its normal business address, and in the case of Consultant, at her residential address or other address provided, which address may be updated by either party in writing from time to time.

17. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

18. Counterparts. This Agreement may be executed originally or electronically, and any number of counterparts, each of which shall be deemed an original, and together shall constitute one and the same instrument. Signatures provided electronically shall be deemed original signatures.

19. Entire Agreement. This Agreement sets forth the entire understanding of the parties hereto with respect to its subject matter and supersedes all prior agreements, promises, statements, representations, negotiations, and understandings, written or oral, with respect to matters covered hereby. The Consultant and Designee each hereby agrees to waive all present and future claims under any prior agreements with the Company (collectively, the “Prior Agreement”). The Consultant acknowledges that the Prior Agreement is cancelled in all respects and that no amounts are due and owed to Consultant or Designee under the Prior Agreement and that each of the Consultant and Designee is not entitled to any other benefits under the Prior Agreement.

20. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

BioRestorative Therapies Inc.		**EEAK Consulting LLC**	
By:	/s/ Mika Grasso	By:	/s/ Katharyn Field
Name:	Mika Grasso	Name:	Katharyn Field
Title:	Chief Executive Officer	Title:	Partner

EXHIBIT A

DESCRIPTION OF SERVICES

Consultant agrees to provide the below Services to the Company:

Purpose. Provide the CEO with confidential, independent counsel on the most consequential strategic, organizational, financial, and stakeholder matters facing the Company.

Activities include:

- Working reviews with the CEO to review priorities, emerging issues, decisions in progress, and upcoming Board and Sponsor interactions.
- On-call availability for time-sensitive matters, including crisis response, major customer or supplier events, key personnel changes, and Sponsor or lender inquiries.
- Decision framing: structure options, trade-offs, risks, and recommendations for major decisions (capital allocation, pricing, organizational design, market entry, partnerships, litigation posture).
- Executive time and agenda management: help the CEO allocate attention across the value creation plan, operating performance, Board and Sponsor obligations, and talent.
- Preparation and debrief for high-stakes conversations with the Board Chair, Sponsor, lenders, key customers, and senior candidates.
- CEO performance and effectiveness: support the CEO's own goal-setting, self-assessment, and Board evaluation process.
- Build and maintain the annual Board calendar and rolling agenda, aligned to fiscal cycle, Sponsor reporting.
- Draft or edit Board meeting materials: executive summary, strategic deep-dives, and decision papers, ensuring a consistent structure and narrative.
- Pre-read discipline: coordinate contributions from the executive team, enforce timelines, and manage version control of the Board package.
- Attend Board and committee meetings as an observer or presenter when invited; capture actions and follow-through.
- Support Board committees (Audit, Compensation, Nominating / Governance) with charters, workplans, and materials as requested.

EXHIBIT B

TERM AND TERMINATION:

This engagement shall commence effective August 27 2026, and shall continue until terminated in accordance with the terms of this Agreement. Either party may terminate this Agreement at any time by providing the other party with no less than ninety (90) days' prior written notice. If the Company terminates the Agreement without providing the required ninety (90) days' notice, it shall pay the Contractor an amount equal to the fees that would have been payable during the notice period, in lieu of such notice. This payment in lieu shall be calculated based on the average monthly fees invoiced by the Contractor during the three (3) months immediately preceding termination.

COMPENSATION:

The Company shall pay the Consultant compensation at the rate of $10,000 USD (plus applicable taxes) per month payable on the 1st day of each month. This compensation reflects a fractional role and shall be subject to periodic review and adjustment at the sole discretion of the Company and Consultant. Should the scope of services required exceed the expectations of a fractional engagement, the parties agree to negotiate in good faith an adjusted compensation arrangement to reflect the additional responsibilities and time commitment. The Consultant shall be eligible to participate in any incentive compensation, bonus, stock option, equity purchase, restricted stock unit (RSU), or other equity-based compensation plans that the Company makes available to its management and executives on substantially the same terms, conditions, and levels as are offered to such individuals, subject to the terms of the applicable plan documents.

Exhibit 10.4

BIORESTORATIVE THERAPIES, INC.
INDEMNIFICATION AGREEMENT

This INDEMNIFICATION AGREEMENT (this "**Agreement**") is made and entered into on ____________, 2026 by and between BioRestorative Therapies, Inc., a Nevada corporation (the "**Company**"), and ________________ ("**Indemnitee**").

WITNESSETH THAT:

WHEREAS, highly competent persons have become more reluctant to serve companies as directors, officers or in other capacities unless they are provided with adequate protection through insurance or adequate indemnification against inordinate risks of claims and actions against them arising out of their service to and activities on behalf of the company;

WHEREAS, although the furnishing of liability insurance to protect persons serving the Company and its subsidiaries from certain liabilities has been a customary and widespread practice among United States-based corporations and other business enterprises, the Company believes that, given current market conditions and trends, such insurance may be available to it in the future only at higher premiums and with more exclusions. At the same time, directors, officers, and other persons in service to corporations or business enterprises are being increasingly subjected to expensive and time-consuming litigation relating to, among other things, matters that traditionally would have been brought only against the Company or business enterprise itself. The Articles of Incorporation of the Company, as amended (the "Charter"), and the Bylaws of the Company, as amended (the "Bylaws"), require indemnification of the officers and directors of the Company. Indemnitee may also be entitled to indemnification pursuant to Chapter 78 of the Nevada Revised Statutes, as amended (the "NRS"), including NRS 78.7502, 78.751 and 78.752. The Charter, the Bylaws and the NRS expressly provide that the indemnification provisions set forth therein are not exclusive, and thereby contemplate that contracts may be entered into between the Company and members of the Company's board of directors (the "Board"), officers and other persons with respect to indemnification;

WHEREAS, the uncertainties relating to liability insurance and to indemnification have increased the difficulty of attracting and retaining such persons;

WHEREAS, the Board has determined that the increased difficulty in attracting and retaining such persons is detrimental to the best interests of the Company's stockholders and that the Company should act to assure such persons that there will be increased certainty of such protection in the future;

WHEREAS, it is reasonable, prudent and necessary for the Company contractually to obligate itself to indemnify, and to advance expenses on behalf of, such persons to the fullest extent permitted by applicable law so that they will serve or continue to serve the Company free from undue concern that they will not be so indemnified;

WHEREAS, this Agreement is a supplement to and in furtherance of the Charter, the Bylaws and any resolutions adopted pursuant thereto, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder;

WHEREAS, Indemnitee does not regard the protection available under the Charter, the Bylaws and insurance as adequate in the present circumstances, and may not be willing to serve as an officer and/or director without adequate protection, and the Company desires Indemnitee to serve in such capacity. Indemnitee is willing to serve, continue to serve and to take on additional service for or on behalf of the Company on the condition that Indemnitee be so indemnified; and

NOW, THEREFORE, in consideration of Indemnitee's agreement to serve as an officer and/or a director from and after the date hereof, the parties hereto agree as follows:

1. Indemnity of Indemnitee. The Company hereby agrees to hold harmless and indemnify Indemnitee to the fullest extent permitted by law, as such may be amended from time to time. In furtherance of the foregoing indemnification, and without limiting the generality thereof:

(a) Proceedings Other Than Proceedings by or in the Right of the Company. Indemnitee shall be entitled to the rights of indemnification provided in this Section 1(a) if, by reason of Indemnitee's Corporate Status (as hereinafter defined), the Indemnitee is, or is threatened to be made, a party to or participant in any Proceeding (as hereinafter defined) other than a Proceeding by or in the right of the Company. Pursuant to this Section 1(a), Indemnitee shall be indemnified against all Expenses (as hereinafter defined), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by Indemnitee, or on Indemnitee's behalf, in connection with such Proceeding or any claim, issue or matter therein, if the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, and with respect to any criminal Proceeding, had no reasonable cause to believe the Indemnitee's conduct was unlawful.

(b) Proceedings by or in the Right of the Company. Indemnitee shall be entitled to the rights of indemnification provided in this Section 1(b) if, by reason of Indemnitee's Corporate Status, the Indemnitee is, or is threatened to be made, a party to or participant in any Proceeding brought by or in the right of the Company. Pursuant to this Section 1(b), Indemnitee shall be indemnified against all Expenses actually and reasonably incurred by the Indemnitee, or on the Indemnitee's behalf, in connection with such Proceeding if the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in or not opposed to the best interests of the Company; provided, however, if applicable law so provides, no indemnification against such Expenses shall be made in respect of any claim, issue or matter in such Proceeding as to which Indemnitee shall have been adjudged to be liable to the Company unless and to the extent that the Nevada Court (as defined in Section 20) or other court of competent jurisdiction shall determine that such indemnification may be made.

(c) Indemnification for Expenses of a Party Who is Wholly or Partly Successful. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of Indemnitee's Corporate Status, a party to and is successful, on the merits or otherwise, in any Proceeding, Indemnitee shall be indemnified to the maximum extent permitted by law, as such may be amended from time to time, against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection therewith. If Indemnitee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with each successfully resolved claim, issue or matter. For purposes of this Section and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

2. Additional Indemnity.

(a) Indemnification of Indemnitee. In addition to, and without regard to any limitations on, the indemnification provided for in Section 1 of this Agreement, the Company shall and hereby does indemnify and hold harmless Indemnitee against all Expenses, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by Indemnitee or on Indemnitee's behalf if, by reason of Indemnitee's Corporate Status, Indemnitee is, or is threatened to be made, a party to or participant in any Proceeding (including a Proceeding by or in the right of the Company), including, without limitation, all liability arising out of the negligence or active or passive wrongdoing of Indemnitee. The only limitation that shall exist upon the Company's obligations pursuant to this Agreement shall be that the Company shall not be obligated to make any payment to Indemnitee that is finally determined (under the procedures, and subject to the presumptions, set forth in Sections 6 and 7 hereof) to be unlawful.

3. Contribution.

(a) Whether or not the indemnification provided in Sections 1 and 2 hereof is available, in respect of any threatened, pending or completed action, suit or proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), the Company shall pay, in the first instance, the entire amount of any judgment or settlement of such action, suit or proceeding without requiring Indemnitee to contribute to such payment and the Company hereby waives and relinquishes any right of contribution it may have against Indemnitee. The Company shall not enter into any settlement of any action, suit or proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding) unless such settlement provides for a full and final release of all claims asserted against Indemnitee or the Indemnitee consents to such settlement in writing.

(b) Without diminishing or impairing the obligations of the Company set forth in the preceding subparagraph, if, for any reason, Indemnitee shall elect or be required to pay all or any portion of any judgment or settlement in any threatened, pending or completed action, suit or proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), the Company shall contribute to the amount of Expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Indemnitee in proportion to the relative benefits received by the Company and all officers, directors or employees of the Company, other than Indemnitee, who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, from the transaction(s) or event(s) from which such action, suit or proceeding arose; provided, however, that the proportion determined on the basis of relative benefit may, to the extent necessary to conform to law, be further adjusted by reference to the relative fault of the Company and all officers, directors or employees of the Company other than Indemnitee who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, in connection with the transaction(s) or event(s) that resulted in such expenses, judgments, fines or settlement amounts, as well as any other equitable considerations which applicable law may require to be considered. The relative fault of the Company and all officers, directors or employees of the Company, other than Indemnitee, who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, shall be determined by reference to, among other things, the degree to which their actions were motivated by intent to gain personal profit or advantage, the degree to which their liability is primary or secondary and the degree to which their conduct is active or passive.

(c) The Company hereby agrees to fully indemnify and hold Indemnitee harmless from any claims of contribution which may be brought by officers, directors or employees of the Company, other than Indemnitee, who may be jointly liable with Indemnitee.

(d) To the fullest extent permissible under applicable law and without diminishing or impairing the obligations of the Company set forth in the preceding subparagraphs of this Section 3, if the indemnification provided for in this Agreement is unavailable to Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying Indemnitee, shall contribute to the amount incurred by Indemnitee, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement and/or for Expenses, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (i) the relative benefits received by the Company and Indemnitee as a result of the event(s) and/or transaction(s) giving cause to such Proceeding; and/or (ii) the relative fault of the Company (and its directors, officers, employees and agents) and Indemnitee in connection with such event(s) and/or transaction(s).

4. Indemnification for Expenses of a Witness. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of Indemnitee's Corporate Status, a witness, or is made to (or asked to) respond to discovery requests, in any Proceeding to which Indemnitee is not a party, Indemnitee shall be indemnified against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection therewith.

5. Advancement of Expenses. Notwithstanding any other provision of this Agreement, the Company shall advance all Expenses incurred by or on behalf of Indemnitee in connection with any Proceeding by reason of Indemnitee's Corporate Status within thirty (30) days after the receipt by the Company of a statement or statements from Indemnitee requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred by Indemnitee and shall include or be preceded or accompanied by a written undertaking by or on behalf of Indemnitee to repay any Expenses advanced if it shall ultimately be determined that Indemnitee is not entitled to be indemnified against such Expenses. Any advances and undertakings to repay pursuant to this Section 5 shall be unsecured and interest free and not conditioned on Indemnitee's ability to repay such advances.

6. Procedures and Presumptions for Determination of Entitlement to Indemnification. It is the intent of this Agreement to secure for Indemnitee rights of indemnity that are as favorable as may be permitted under the NRS and public policy of the State of Nevada. Accordingly, the parties agree that the following procedures and presumptions shall apply in the event of any question as to whether Indemnitee is entitled to indemnification under this Agreement:

(a) To obtain indemnification under this Agreement, Indemnitee shall submit to the Company a written request, including therein or therewith such documentation and information as is reasonably available to Indemnitee and is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification. The Secretary of the Company shall, promptly upon receipt of such a request for indemnification, advise the Board in writing that Indemnitee has requested indemnification. Notwithstanding the foregoing, any failure of Indemnitee to provide such a request to the Company, or to provide such a request in a timely fashion, shall not relieve the Company of any liability that it may have to Indemnitee unless, and to the extent that, such failure actually and materially prejudices the interests of the Company.

(b) Upon written request by Indemnitee for indemnification pursuant to the first sentence of Section 6(a) hereof, a determination with respect to Indemnitee's entitlement thereto shall be made in the specific case by one of the following four methods, which shall be at the election of the Board: (1) by a majority vote of the Disinterested Directors (as hereinafter defined), even though less than a quorum, (2) by a committee of Disinterested Directors designated by a majority vote of the Disinterested Directors, even though less than a quorum, (3) if there are no Disinterested Directors or if the Disinterested Directors so direct, by Independent Counsel (as hereinafter defined) in a written opinion to the Board, a copy of which shall be delivered to the Indemnitee, or (4) if so directed by the Board, by the stockholders of the Company. The Board shall notify Indemnitee of its election immediately following such resolution.

(c) If the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 6(b)(3) hereof, the Independent Counsel shall be selected as provided in this Section 6(c). The Independent Counsel shall be selected by the Board and written notice of such selection shall be given to Indemnitee. Indemnitee may, within ten (10) days after such written notice of selection shall have been given, deliver to the Company a written objection to such selection; provided, however, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "Independent Counsel" as defined in Section 13 of this Agreement, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If a written objection is made and substantiated, the Independent Counsel selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court has determined that such objection is without merit. If, within twenty (20) days after submission by Indemnitee of a written request for indemnification pursuant to Section 6(a) hereof, no Independent Counsel shall have been selected and not objected to, either the Company or Indemnitee may petition the Nevada Court or other court of competent jurisdiction for resolution of any objection which shall have been made by the Indemnitee to the Company's selection of Independent Counsel and/or for the appointment as Independent Counsel of a person selected by the court or by such other person as the court shall designate, and the person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel under Section 6(b) hereof. The Company shall pay any and all reasonable fees and expenses of Independent Counsel incurred by such Independent Counsel in connection with acting pursuant to Section 6(b) hereof, and the Company shall pay all reasonable fees and expenses incident to the procedures of this Section 6(c), regardless of the manner in which such Independent Counsel was selected or appointed.

(d) In making a determination with respect to entitlement to indemnification hereunder, the person or persons or entity making such determination shall presume that Indemnitee is entitled to indemnification under this Agreement. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence. Neither the failure of the Company (including by its directors or Independent Counsel) to have made a determination prior to the commencement of any action pursuant to this Agreement that indemnification is proper in the circumstances because Indemnitee has met the applicable standard of conduct, nor an actual determination by the Company (including by its directors or Independent Counsel) that Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnitee has not met the applicable standard of conduct.

(e) Indemnitee shall be deemed to have acted in good faith if Indemnitee's action is based on the records or books of account of the Enterprise (as hereinafter defined), including financial statements, or on information supplied to Indemnitee by the officers of the Enterprise in the course of their duties, or on the advice of legal counsel for the Enterprise or on information or records given or reports made to the Enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Enterprise. In addition, the knowledge and/or actions, or failure to act, of any director, officer, agent or employee of the Enterprise shall not be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement. Whether or not the foregoing provisions of this Section 6(e) are satisfied, it shall in any event be presumed that Indemnitee has at all times acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence.

(f) If the person, persons or entity empowered or selected under Section 6 to determine whether Indemnitee is entitled to indemnification shall not have made a determination within thirty (30) days after receipt by the Company of the request therefor, the requisite determination of entitlement to indemnification shall be deemed to have been made and Indemnitee shall be entitled to such indemnification absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law; provided, however, that such 30-day period may be extended for a reasonable time, not to exceed an additional thirty (30) days, if the person, persons or entity making such determination with respect to entitlement to indemnification in good faith requires such additional time to obtain or evaluate documentation and/or information relating thereto; and provided, further, that the foregoing provisions of this Section 6(f) shall not apply if the determination of entitlement to indemnification is to be made by the stockholders pursuant to Section 6(b) of this Agreement and if (A) within fifteen (15) days after receipt by the Company of the request for such determination, the Board or the Disinterested Directors, if appropriate, resolve to submit such determination to the stockholders for their consideration at an annual meeting thereof to be held within forty-five (45) days after such receipt and such determination is made thereat, or (B) a special meeting of stockholders is called within fifteen (15) days after such receipt for the purpose of making such determination, such meeting is held for such purpose within thirty (30) days after having been so called and such determination is made thereat.

(g) Indemnitee shall reasonably and in good faith cooperate with the person, persons or entity making such determination with respect to Indemnitee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination. Any Independent Counsel, member of the Board or stockholder of the Company shall act reasonably and in good faith in making a determination regarding the Indemnitee's entitlement to indemnification under this Agreement. Any costs or expenses (including attorneys' fees and disbursements) incurred by Indemnitee in so cooperating with the person, persons or entity making such determination shall be borne by the Company (irrespective of the determination as to Indemnitee's entitlement to indemnification) and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom.

(h) The Company acknowledges that a settlement or other disposition short of final judgment may be successful if it permits a party to avoid expense, delay, distraction, disruption and uncertainty. In the event that any Proceeding to which Indemnitee is a party is resolved in any manner other than by adverse judgment against Indemnitee (including, without limitation, settlement of such Proceeding with or without payment of money or other consideration) it shall be presumed that Indemnitee has been successful on the merits or otherwise in such action, suit or proceeding. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence.

(i) The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a manner which Indemnitee reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that Indemnitee's conduct was unlawful.

7. Remedies of Indemnitee.

(a) If (i) a determination is made pursuant to Section 6 of this Agreement that Indemnitee is not entitled to indemnification under this Agreement, (ii) advancement of Expenses is not timely made pursuant to Section 5 of this Agreement, (iii) no determination of entitlement to indemnification is made pursuant to Section 6(b) of this Agreement within the applicable period of time set forth in Section 6(f) after receipt by the Company of the request for indemnification, (iv) payment of indemnification is not made pursuant to this Agreement within ten (10) days after receipt by the Company of a written request therefor, (v) payment of indemnification is not made within ten (10) days after a determination has been made that Indemnitee is entitled to indemnification or such determination is deemed to have been made pursuant to Section 6 of this Agreement, or (vi) the Company or any other person takes any action to declare this Agreement void or unenforceable, or institutes any litigation or other action or Proceeding designed to deny, or to recover from, Indemnitee the benefits provided or intended to be provided hereunder, then Indemnitee shall be entitled to an adjudication in an appropriate court of the State of Nevada, or in any other court of competent jurisdiction, of Indemnitee's entitlement to such indemnification. Unless otherwise agreed by the Company, Indemnitee shall commence such proceeding seeking an adjudication within one hundred eighty (180) days following the date on which Indemnitee first has the right to commence such proceeding pursuant to this Section 7(a). The Company shall not oppose Indemnitee's right to seek any such adjudication.

(b) In the event that a determination shall have been made pursuant to Section 6(b) of this Agreement that Indemnitee is not entitled to indemnification, any judicial proceeding commenced pursuant to this Section 7 shall be conducted in all respects as a de novo trial on the merits, and Indemnitee shall not be prejudiced by reason of the adverse determination under Section 6(b).

(c) If a determination shall have been made pursuant to Section 6(b) of this Agreement that Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding commenced pursuant to this Section 7, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's misstatement not materially misleading in connection with the application for indemnification, or (ii) a prohibition of such indemnification under applicable law.

(d) In the event that Indemnitee, pursuant to this Section 7, seeks a judicial adjudication of Indemnitee's rights under, or to recover damages for breach of, this Agreement, or to recover under any directors' and officers' liability insurance policies maintained by the Company, the Company shall pay on Indemnitee's behalf, in advance, any and all expenses (of the types described in the definition of Expenses in Section 13 of this Agreement) actually and reasonably incurred by Indemnitee in such judicial adjudication, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, advancement of expenses or insurance recovery.

(e) The Company shall be precluded from asserting in any judicial proceeding commenced pursuant to this Section 7 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court that the Company is bound by all the provisions of this Agreement. The Company shall indemnify Indemnitee against any and all Expenses and, if requested by Indemnitee, shall (within ten (10) days after receipt by the Company of a written request therefor) advance, to the extent not prohibited by law, such expenses to Indemnitee, which are incurred by Indemnitee in connection with any action brought by Indemnitee for indemnification or advance of Expenses from the Company under this Agreement or under any directors' and officers' liability insurance policies maintained by the Company, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, advancement of Expenses or insurance recovery, as the case may be.

(f) Notwithstanding anything in this Agreement to the contrary, no determination as to entitlement to indemnification under this Agreement shall be required to be made prior to the final disposition of the Proceeding.

8. <u>Non-Exclusivity; Survival of Rights; Insurance; Primacy of Indemnification; Subrogation.</u>

(a) The rights of indemnification as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the Charter, the Bylaws, any agreement, vote of stockholders or resolution of directors of the Company, or otherwise. No amendment, alteration or repeal of this Agreement or of any provision hereof shall limit or restrict any right of Indemnitee under this Agreement in respect of any action taken or omitted by such Indemnitee in Indemnitee's Corporate Status prior to such amendment, alteration or repeal. To the extent that a change in the NRS, whether by statute or judicial decision, permits greater indemnification than would be afforded currently under the Charter, the Bylaws and this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

(b) To the extent that the Company maintains an insurance policy or policies providing liability insurance for directors, officers, employees, or agents or fiduciaries of the Company or of any other corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise that such person serves at the request of the Company, Indemnitee shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage available for any director, officer, employee, agent or fiduciary under such policy or policies. If, at the time of the receipt of a notice of a claim pursuant to the terms hereof, the Company has director and officer liability insurance in effect, the Company shall give prompt notice of the commencement of such proceeding to the insurers in accordance with the procedures set forth in the respective policies. The Company shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of the Indemnitee, all amounts payable as a result of such proceeding in accordance with the terms of such policies.

(c) In the event of any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

(d) The Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable hereunder if and to the extent that Indemnitee has otherwise actually received such payment under any insurance policy, contract, agreement or otherwise.

(e) The Company's obligation to indemnify or advance Expenses hereunder to Indemnitee who is or was serving at the request of the Company as a director, officer, employee, agent or fiduciary of any other corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise shall be reduced by any amount Indemnitee has actually received as indemnification or advancement of expenses from such other corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise.

9. Exception to Right of Indemnification. Notwithstanding any provision in this Agreement, the Company shall not be obligated under this Agreement to make any indemnity in connection with any claim made against Indemnitee:

(a) for which payment has actually been made to or on behalf of Indemnitee under any insurance policy or other indemnity provision, except with respect to any excess beyond the amount paid under any insurance policy or other indemnity provision;

(b) for an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of the Company within the meaning of Section 16(b) of the Securities Exchange Act of 1934, as amended, or similar provisions of state statutory law or common law; or

(c) in connection with any Proceeding (or any part of any Proceeding) initiated by Indemnitee, including any Proceeding (or any part of any Proceeding) initiated by Indemnitee against the Company or its directors, officers, employees or other indemnitees, unless (i) the Board authorized the Proceeding (or any part of any Proceeding) prior to its initiation, (ii) the Proceeding is initiated by Indemnitee pursuant to Indemnitee's rights under Section 7 of this Agreement, the Charter or the Bylaws, or (iii) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law.

10. Duration of Agreement. All agreements and obligations of the Company contained herein shall continue during the period Indemnitee is an officer or director of the Company (or is or was serving at the request of the Company as a director, officer, employee, agent or fiduciary of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise) and shall continue thereafter so long as Indemnitee shall be or may be subject to any Proceeding (or any proceeding commenced under Section 7 hereof) by reason of Indemnitee's Corporate Status, whether or not Indemnitee is acting or serving in any such capacity at the time any liability or expense is incurred for which indemnification can be provided under this Agreement. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the Company), assigns, spouses, heirs, executors and personal and legal representatives.

11. Security. To the extent requested by Indemnitee and approved by the Board, the Company may at any time and from time to time provide security to Indemnitee for the Company's obligations hereunder through an irrevocable bank line of credit, funded trust or other collateral. Any such security, once provided to Indemnitee, may not be revoked or released without the prior written consent of the Indemnitee.

12. Enforcement.

(a) The Company expressly confirms and agrees that it has entered into this Agreement and assumes the obligations imposed on it hereby in order to induce Indemnitee to serve as an officer and/or director of the Company, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving as an officer and/or director of the Company.

(b) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof; provided, however, that nothing in this Agreement shall affect any rights Indemnitee may have under the Charter or the Bylaws or under applicable laws.

(c) The Company shall not seek from a court, or agree to, a "bar order" which would have the effect of prohibiting or limiting the Indemnitee's rights to receive advancement of expenses under this Agreement.

13. Definitions. For purposes of this Agreement:

(a) "Corporate Status" describes the status of a person who is or was a director, officer, employee, agent or fiduciary of the Company or of any other corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise that such person is or was serving at the express written request of the Company.

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

(c) “Enterprise” shall mean the Company and any other corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise that Indemnitee is or was serving at the express written request of the Company as a director, officer, employee, agent or fiduciary.

(d) “Expenses” shall include all reasonable attorneys’ fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, participating, or being or preparing to be a witness in a Proceeding, or responding to, or objecting to, a request to provide discovery in any Proceeding. Expenses also shall include Expenses incurred in connection with any appeal resulting from any Proceeding and any federal, state, local or foreign taxes imposed on the Indemnitee as a result of the actual or deemed receipt of any payments under this Agreement, including without limitation the premium, security for, and other costs relating to any cost bond, supersedeas bond, or other appeal bond or its equivalent. Expenses, however, shall not include amounts paid in settlement by Indemnitee or the amount of judgments or fines against Indemnitee.

(e) “Independent Counsel” means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five (5) years has been, retained to represent: (i) the Company or Indemnitee in any matter material to either such party (other than with respect to matters concerning Indemnitee under this Agreement, or of other indemnitees under similar indemnification agreements), or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term “Independent Counsel” shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee’s rights under this Agreement. The Company agrees to pay the reasonable fees of the Independent Counsel referred to above and to fully indemnify such counsel against any and all Expenses, claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto.

(f) “Proceeding” includes any threatened, pending or completed action, claim, issue, matter, demand, discovery request, subpoena, hearing, suit, arbitration, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, whether brought by or in the right of the Company or otherwise and whether civil, criminal, regulatory, administrative or investigative, or any other type whatsoever, including any appeal of the foregoing, in which Indemnitee was, is or will be involved as a party or otherwise, by reason of the fact that Indemnitee is or was an officer or director of the Company, by reason of any action taken by Indemnitee or of any inaction on Indemnitee’s part while acting as an officer or director of the Company, or by reason of the fact that Indemnitee is or was serving at the request of the Company (or by reason of any action taken by Indemnitee or any inaction on Indemnitee’s part while acting) as a director, officer, employee, agent or fiduciary of another corporation, partnership, joint venture, employee benefit plan, trust or other enterprise; in each case whether or not Indemnitee is acting or serving in any such capacity at the time any liability or expense is incurred for which indemnification can be provided under this Agreement; including one pending on or before the date of this Agreement, but excluding one initiated by an Indemnitee pursuant to Section 7 of this Agreement to enforce Indemnitee’s rights under this Agreement.

14. Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. Without limiting the generality of the foregoing, this Agreement is intended to confer upon Indemnitee indemnification rights to the fullest extent permitted by applicable laws. In the event any provision hereof conflicts with any applicable law, such provision shall be deemed modified, consistent with the aforementioned intent, to the extent necessary to resolve such conflict.

15. Modification and Waiver. No supplement, modification, termination or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

16. Notice By Indemnitee. Indemnitee agrees promptly to notify the Company in writing upon being served with or otherwise receiving any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or matter which may be subject to indemnification covered hereunder. The failure to so notify the Company shall not relieve the Company of any obligation which it may have to Indemnitee under this Agreement or otherwise unless and only to the extent that such failure or delay materially prejudices the Company.

17. Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent:

(a) To Indemnitee at the address set forth below Indemnitee's signature hereto.

With a copy, which shall not constitute notice, to: ______________________________

(b) To the Company at:

BioRestorative Therapies, Inc. 40 Marcus Drive, Suite 1 Melville, New York 11747 Attention: Chief Executive Officer

or to such other address as may have been furnished to Indemnitee by the Company or to the Company by Indemnitee, as the case may be.

18. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. This Agreement may also be executed and delivered by facsimile or other electronically transmitted signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

20. Governing Law and Consent to Jurisdiction. This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Nevada, without regard to its conflict of laws rules, the parties acknowledging that the indemnification of Indemnitee is a matter of the internal affairs of the Company notwithstanding that its principal executive offices are located in the State of New York. The Company and Indemnitee hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought in the Eighth Judicial District Court of the State of Nevada in Clark County, including any business court docket thereof (the "Nevada Court"), or, if the Nevada Court lacks subject-matter jurisdiction, in the United States District Court for the District of Nevada, or in any other court of competent jurisdiction selected by Indemnitee, (ii) consent to submit to the jurisdiction of the Nevada Court for purposes of any action or proceeding arising out of or in connection with this Agreement, (iii) waive any objection to the laying of venue of any such action or proceeding in the Nevada Court, (iv) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Nevada Court has been brought in an improper or inconvenient forum, and (v) to the fullest extent permitted by applicable law, waive any right to trial by jury in any such action or proceeding. The Company, but not Indemnitee, agrees that it shall bring any action or proceeding arising out of or in connection with this Agreement only in the Nevada Court.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Indemnification Agreement on and as of the day and year first above written.

COMPANY:

BIORESTORATIVE THERAPIES, INC.

By: ____
Name:
Title:

INDEMNITEE:

____
Name:
Address: ____