

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): **March 28, 2015**

**CNS RESPONSE, INC.**

(Exact name of Company as specified in its charter)

**Delaware**  
(State or other  
jurisdiction of  
incorporation)

**0-26285**  
(Commission File No.)

**87-0419387**  
(I.R.S. Employer  
Identification No.)

**85 Enterprise, Suite 410**  
**Aliso Viejo, California 92656**  
(Address of principal executive offices)

**(949) 420-4400**  
(Registrant's telephone number, including area code)

**Not Applicable**  
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.02 Termination of a Material Definitive Agreement.**

On March 28, 2015, CNS Response Inc. (the "Company"), entered into a separate termination agreement with each of Equity Dynamics, Inc. ("EDI") and SAIL Capital Partners ("SAIL"), in each case to immediately terminate the respective November 28, 2012 governance agreement (collectively, the "Governance Agreements") that the Company had entered into with each of EDI and SAIL (collectively, the "Termination Agreements"). As described below in more detail, among other things, the Governance Agreements allowed each of EDI and SAIL to nominate persons to the Company's Board of Directors, required the Company to take certain actions to support such nominations and placed certain restrictions on the size of the Company's Board. Pursuant to the Termination Agreements, the Governance Agreements were terminated in their entirety as of the date thereof, and are of no further force or effect. This description of the Termination Agreements is qualified in its entirety by reference to such agreements attached hereto as Exhibits 10.1 and 10.2, and incorporated by reference herein.

EDI is an entity owned by John Pappajohn, a director of the Company, and SAIL is one of the Company's principal stockholders of which a director, Walter Schindler, is the managing partner. The Company's entry into each of the Governance Agreements was previously reported under Item 1.01 of its Current Report on Form 8-K filed with the Securities and Exchange Commission on December 4, 2012 (the "December 2012 8-K").

As previously disclosed in the December 2012 8-K, pursuant to the Governance Agreements, the Company had agreed, subject to providing required notice to stockholders, to appoint a certain number of persons nominated by EDI and SAIL to the Company's Board of Directors, and to create vacancies for that purpose, if necessary. The number of persons to have been nominated by EDI and SAIL was four and three, respectively. In addition, at each meeting of stockholders of the Company at which directors were nominated and elected, the Company had agreed to nominate for election four designees of EDI and three designees of SAIL, and further had agreed to take all necessary action to support such election, and to oppose any challenges to such designees. The Governance Agreements also restricted the Company's ability to increase the number of directors to more than seven without the consent of EDI and SAIL.

**Item 9.01 Financial Statements and Exhibits**

(d) Exhibits

The following exhibits are filed with this report:

<u>Exhibit No.</u>	<u>Description</u>
10.1	Form of Termination Agreement by and between the Company and Equity Dynamics, Inc.
10.2	Form of Termination Agreement by and between the Company and SAIL Capital Partners.

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**SIGNATURE**

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

CNS RESPONSE, INC.

March 30, 2015

By: /s/ Paul Buck  
Name: Paul Buck  
Title: Chief Financial Officer

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**Termination of Governance Agreement**

This termination agreement (the "**Agreement**"), dated as of March \_\_\_, 2015 (the "**Effective Date**") confirms the understanding and agreement by and between CNS Response, Inc., a Delaware corporation (the "**Company**") and Equity Dynamics, Inc. ("**EDI**"), to terminate that certain governance agreement dated November 28, 2012, by and between the Company and EDI (the "**Governance Agreement**"). The Company and EDI may be collectively referred to herein as the "**Parties**", and each a "**Party**".

**WHEREAS**, the Parties entered in to the Governance Agreement (annexed hereto as Exhibit A), pursuant to which, among other things, at each meeting of stockholders of the Company at which directors are nominated and elected, the Company agreed to nominate for election at any such meeting, four Board Designees (as defined in the Governance Agreement) designated by EDI, and to take all necessary action to support the election of each such Board Designee and to oppose any challenges to any such Board Designee.

**WHEREAS**, each Party has determined that the Governance Agreement is no longer useful or necessary for the purposes stated therein, for reasons including, but not limited to, the impediment presented by such agreement to the Company's ability to attract investments.

**NOW THEREFORE**, in consideration of the mutual promises and agreements herein made, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **Termination.** As of the Effective Date, each Party hereby agrees to terminate the Governance Agreement in its entirety, rendering the Governance Agreement of no further force or effect.

2. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof, and supersedes any prior oral or written agreements, commitments or understanding with respect to the matters provided for herein. No amendment, modification or discharge of this Agreement shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of the amendment, modification, or discharge was sought.

3. **Execution of Counterparts.** To facilitate execution, this Agreement may be executed in as many counterparts as may be required; and it shall not be necessary that the signatures of, or on behalf of, each Party, or that the signatures of all persons required to bind any party, appear on each counterpart; but it shall be sufficient that all such signatures appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement.

4. **Governing Law.** THIS AGREEMENT, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO THE RULES OF CONFLICTS OF LAWS.

[SIGNATURES ON NEXT PAGE]

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their authorized officers, and delivered, as of the date first set forth above.

**On Behalf of the Company:**

\_\_\_\_\_  
Signed By:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Position:

**On Behalf of Equity Dynamics, Inc.:**

\_\_\_\_\_  
Signed By:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Position:

\_\_\_\_\_

**Termination of Governance Agreement**

This termination agreement (the "**Agreement**"), dated as of March \_\_\_, 2015 (the "**Effective Date**") confirms the understanding and agreement by and between CNS Response, Inc., a Delaware corporation (the "**Company**") and SAIL Capital Partners ("**SAIL**"), to terminate that certain governance agreement dated November 28, 2012, by and between the Company and SAIL (the "**Governance Agreement**"). The Company and SAIL may be collectively referred to herein as the "**Parties**", and each a "**Party**".

**WHEREAS**, the Parties entered in to the Governance Agreement (annexed hereto as Exhibit A), pursuant to which, among other things, at each meeting of stockholders of the Company at which directors are nominated and elected, the Company agreed to nominate for election at any such meeting, three Board Designees (as defined in the Governance Agreement) designated by SAIL, and to take all necessary action to support the election of each such Board Designee and to oppose any challenges to any such Board Designee.

**WHEREAS**, each Party has determined that the Governance Agreement is no longer useful or necessary for the purposes stated therein, for reasons including, but not limited to, the impediment presented by such agreement to the Company's ability to attract investments.

**NOW THEREFORE**, in consideration of the mutual promises and agreements herein made, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **Termination.** As of the Effective Date, each Party hereby agrees to terminate the Governance Agreement in its entirety, rendering the Governance Agreement of no further force or effect.

2. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof, and supersedes any prior oral or written agreements, commitments or understanding with respect to the matters provided for herein. No amendment, modification or discharge of this Agreement shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of the amendment, modification, or discharge was sought.

3. **Execution of Counterparts.** To facilitate execution, this Agreement may be executed in as many counterparts as may be required; and it shall not be necessary that the signatures of, or on behalf of, each Party, or that the signatures of all persons required to bind any party, appear on each counterpart; but it shall be sufficient that all such signatures appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement.

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[SIGNATURES ON NEXT PAGE]

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their authorized officers, and delivered, as of the date first set forth above.

**On Behalf of the Company:**

\_\_\_\_\_  
Signed By:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Position:

**On Behalf of SAIL Capital Partners::**

\_\_\_\_\_  
Signed By:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Position:

\_\_\_\_\_