

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): May 30, 2019

**MYND ANALYTICS, INC.**  
(Exact name of Company as specified in its charter)

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

**001-35527**  
(Commission File No.)

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

**26522 La Alameda**  
**Mission Viejo, CA 92691**  
(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))

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.

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered

**Item 1.01. Entry into a Material Definitive Agreement.**

*Chairman Services Agreement*

On May 30, 2019, MYnd and Robin L. Smith MD, MBA entered into an amendment to the Chairman Services Agreement, dated July 14, 2017, which provides that the Chairman Services Agreement will terminate at the effective time of the Merger, as required by the Merger Agreement, and that Dr. Smith will receive a \$150,000 bonus, which is to be paid after, and contingent upon, the approval of the MYnd Stockholder Proposals; provided that this payment will be returned to MYnd if the Merger is not consummated for any reason.

**Item 9.01. Financial Statements and Exhibits.**

(d) *Exhibits.*

<b>Exhibit No.</b>	<b>Description</b>
10.1	<a href="#">Amendment to Chairman Services Agreement dated May 30, 2019</a>

**SIGNATURES**

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.

**MYnd Analytics, Inc.**

June 10, 2019

By: /s/ Donald D'Ambrosio  
Donald D'Ambrosio  
*Chief Financial Officer*

THIRD AMENDMENT TO CHAIRMAN SERVICES AGREEMENT

This Third Amendment to Chairman Services Agreement (“Amendment”) is made by and between MYnd Analytics, Inc. (hereinafter “MYnd”) and Robin Smith MD, MBA (hereinafter “Advisor”) is effective as of May 30, 2019 (the “Effective Date”).

On or about July 14, 2017, Advisor and Mynd entered into the above Chairman Services Agreement for services.

The above Chairman Services Agreement shall be amended as follows:

The Parties hereby agree that upon the completion of the transaction with Emmaus Life Sciences, Inc., the Advisor shall be entitled to \$150,000 dollars, as a bonus, to be paid by wire transfer upon shareholder approval for the transaction. In the event the transaction does not close the money will be returned to the company.

In addition, the Parties hereby agree the Chairman Services Agreement will automatically terminate on the closing date of the transaction without penalty to either party of the completion of the transaction with Emmaus Life Sciences, Inc.

Except as expressly modified by this Amendment, the Agreement shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Third Amendment and the Agreement including any written amendments thereto, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

Agreed and Accepted:

Date: Date: May 29, 2019

Advisor MYnd Analytics, Inc.

By: /s/ Robin L. Smith By: /s/Don D’ Ambrosio  
Robin L. Smith MD, MBA Don D’Ambrosio, CFO