

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): **June 25, 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 (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, \$0.001 par value	MYND	The Nasdaq Stock Market LLC
Warrants to Purchase Common Stock	MYNDW	The Nasdaq Stock Market LLC

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 1.01 Entry Into a Material Definitive Agreement

On June 25, 2019, MYnd Analytics, Inc. (the “Company”) and its wholly-owned subsidiary Telemetrynd, Inc. (“Telemetrynd”) entered into exchange agreements (the “Exchange Agreements”) with the holders of its Series A Preferred Stock and Series A-1 Preferred Stock (collectively, the “MYnd Preferred Shares”). The Exchange Agreements were entered into pursuant to the Agreement and Plan of Merger and Reorganization (as amended on May 24, 2019, the “Merger Agreement”) with Emmaus Life Sciences, Inc. (“Emmaus”) and Athena Merger Subsidiary, Inc. (“Merger Sub”), which provides that all MYnd Preferred Shares must cease to be outstanding prior to the time that Merger Sub merges with and into Emmaus, with Emmaus surviving as a subsidiary of the Company (the “Merger”). Pursuant to the Exchange Agreements, the MYnd Preferred Shares will be exchanged for an equivalent number of shares of Company common stock, par value \$0.001 per share (the “Common Exchange Shares”) and an equivalent number of Telemetrynd Preferred Shares, as described below.

As previously announced, on March 27, 2019, the Company entered into an Amended and Restated Separation and Distribution Agreement (“Separation Agreement”) with Telemetrynd, pursuant to which all of the business and assets of the Company and those liabilities of the Company not retained in connection with the Merger will be contributed to Telemetrynd. The Separation Agreement provides that holders of record of Company common stock will receive a pro rata distribution of Telemetrynd common stock, par value \$0.001 per share (“Telemetrynd Common Shares”), contingent upon the consummation of the Merger (the “Spin-Off”). In connection therewith, the Exchange Agreements provide that immediately after the Spin-Off, each holder of MYnd Preferred Shares will receive an equivalent number of shares of Series A Preferred Stock of Telemetrynd, par value \$0.001 per share (the “Telemetrynd Preferred Shares”), in addition to the Common Exchange Shares described above.

The Exchange Agreements also provide that if (i) Telemetrynd sells Telemetrynd Common Shares in one or more registered public offerings or private placements, at a price per share that is equal to, or in excess of, three times the then current conversion price of the Telemetrynd Preferred Shares or (ii) the Telemetrynd Common Shares trade on a national securities exchange and have a closing sale price that is equal to, or in excess of, three times the then current conversion price of the Telemetrynd Preferred Shares for at least five consecutive days, all of the Telemetrynd Preferred Shares will automatically convert into Telemetrynd Common Shares.

The foregoing description of the Exchange Agreements is subject to, and qualified in its entirety by, the document attached hereto as Exhibit 10.1, which is incorporated herein by reference.

3.03 Material Modification to Rights of Security Holders

On June 28, 2019, the Company amended the terms of its existing Warrant Agreements, dated as of July 19, 2017 and July 25, 2017, which were entered into between the Company and American Stock Transfer & Trust Company, as warrant agent (the “Warrant Agreements”), to reduce the exercise price of the warrants issued pursuant to the Warrant Agreements from \$5.25 to \$2.00 per share, effective upon the consummation of the Merger, for a period of one year.

The foregoing description of the amendment to the Warrant Agreements is subject to, and qualified in its entirety by, the document attached hereto as Exhibit 4.1, which is incorporated herein by reference.

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

On June 25, 2019, the Company granted 10,000 options to purchase Company common stock (the “Options”) to Donald D’Ambrosio, the Company’s chief financial officer. The grant was made pursuant to the Company’s Amended and Restated 2012 Omnibus Incentive Compensation Plan. The Options are immediately exercisable at an exercise price of \$1.18 per share, and will expire ten years from the issuance date.

Item 9.01(d). Financial Statements and Exhibits.

(d) Exhibits.

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| 4.1 | Amendment, dated June 28, 2019, to Warrant Agreements, dated July 19, 2017 and July 25, 2017, between the Company and American Stock Transfer & Trust Company, LLC |
| 10.1 | Form of Exchange Agreement |

IMPORTANT INFORMATION ABOUT THE TRANSACTIONS WILL BE FILED WITH THE SEC

This communication is being made in respect of the proposed business combination involving MYnd and Emmaus Life Sciences, Inc. (“Emmaus”). In connection with the proposed transaction, MYnd and Emmaus have filed documents with the SEC, including a final Joint Proxy Statement/Prospectus filed on June 14, 2019, and each of MYnd and Emmaus plan to file with the SEC other documents regarding the proposed transactions. INVESTORS AND SECURITY HOLDERS OF MYND AND EMMAUS ARE URGED TO CAREFULLY READ THE JOINT PROXY STATEMENT/PROSPECTUS AND OTHER DOCUMENTS FILED WITH THE SEC BY MYND AND EMMAUS BECAUSE THEY CONTAIN IMPORTANT INFORMATION ABOUT THE PROPOSED TRANSACTIONS. Investors and security holders may view these documents and other documents filed with the SEC at the SEC’s web site at www.sec.gov and by contacting MYnd Investor Relations at mynd@crecendo-ir.com. Investors and security holders may view the documents filed with the SEC on MYnd’s website at www.myndanalytics.com or through the SEC’s website at www.sec.gov. Investors and security holders are urged to read the Joint Proxy Statement/ Prospectus and other documents filed with the SEC before making any voting or investment decision in connection with the proposed transactions.

PARTICIPANTS IN THE SOLICITATION

MYnd, Emmaus and their respective directors and executive officers may be deemed participants in the solicitation of proxies with respect to the proposed transaction. Information regarding the interests of these directors and executive officers in the proposed transaction has been included in the Joint Proxy Statement/Prospectus described above. Additional information regarding the directors and executive officers of MYnd is also included in MYnd’s proxy statement for its 2018 Annual Meeting of Shareholders, which was filed with the SEC on [March 1, 2018](#), as updated in MYnd’s Annual Report on Form 10-K for the fiscal year ended September 30, 2018, and additional information regarding the directors and executive officers of Emmaus is also included in Emmaus’ proxy statement for its 2018 Annual Meeting of Stockholders, which was filed with the SEC on August 23, 2018. Additional information regarding the interests of those participants and other persons who may be deemed participants in the transaction may be obtained by reading the Joint Proxy Statement/Prospectus regarding the proposed transaction.

NO OFFERS OR SOLICITATIONS

This communication shall not constitute an offer to sell or the solicitation of an offer to sell or the solicitation of an offer to buy any securities, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. No offer of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Current Report on Form 8-K contains “forward-looking” statements within the meaning of the Private Securities Litigation Reform Act of 1995, giving MYnd’s and Emmaus’ expectations or predictions of future financial or business performance or conditions, including, without limitation, statements related to (i) market opportunities for certain of the Company’s products, (ii) general market trends in mental health and payor coverage, (iii) the ability of MYnd’s products to successfully produce objective data, improve efficiency in the treatment of depression and other mental health and psychiatric illnesses, recognize patterns, predict outcomes and personalize medicine, improve patient outcomes or reduce healthcare costs, (iv) statements relating to the Agreement and Plan of Merger dated as of January 4, 2019, by and among the Company, the Company’s wholly owned subsidiary, Athena Merger Subsidiary, Inc., and Emmaus (the “Merger Agreement”), (v) the transactions contemplated by the Merger Agreement including but not limited to the Merger (as defined in the Merger Agreement) and (vi) MYnd’s or the combined company’s future financial condition, performance and operating results, strategy and plans. These forward-looking statements are subject to numerous assumptions, risks and uncertainties which change over time. Forward-looking statements speak only as of the date they are made and MYnd and Emmaus assume no duty to update forward-looking statements.

In addition to factors previously disclosed in MYnd's and Emmaus' reports filed with the U.S. Securities and Exchange Commission (the "SEC") and those identified elsewhere in this communication, the following factors, among others, could cause actual results to differ materially from forward-looking statements and historical performance: the ability of MYnd to meet the closing conditions to the Merger, including requisite approval by MYnd's and Emmaus' stockholders on a timely basis or at all; delay in closing the Merger; the ability to effect the proposed spin-off; adverse tax consequences to shareholders of the proposed spin-off; disruption following the Merger; the ability of MYnd's products to successfully produce objective data; the ability of MYnd's products to improve efficiency in the treatment of depression and other mental health and psychiatric illnesses; the ability of MYnd's products to recognize patterns, predict outcomes and personalize medicine; the ability of MYnd's products to improve patient outcomes and to reduce healthcare costs; and the availability and access, in general, of funds to fund operations and necessary capital expenditures.

Other risks and uncertainties are more fully described in MYnd's Annual Report on [Form 10-K](#) for the fiscal year ended September 30, 2018, and Emmaus' Annual Report on Form 10-K for the year ended December 31, 2018, each filed with the SEC, and in other filings that MYnd or Emmaus makes and will make with the SEC in connection with the proposed transactions, including the Joint Proxy Statement/Prospectus described herein under "Important Additional Information About the Transaction Will be Filed with the SEC." Existing and prospective investors are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof. The statements made in this Current Report on Form 8-K and the exhibits attached hereto speak only as of the date stated herein, and subsequent events and developments may cause MYnd's or Emmaus' expectations and beliefs to change. While MYnd or Emmaus may elect to update these forward-looking statements publicly at some point in the future, each of MYnd and Emmaus specifically disclaims any obligation to do so, whether as a result of new information, future events or otherwise, except as required by law. These forward-looking statements should not be relied upon as representing MYnd's or Emmaus' views as of any date after the date stated herein.. The Company's actual results, performance or achievements could differ materially from those contemplated, expressed or implied by the forward-looking statements.

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 28, 2019

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

AMENDMENT TO WARRANT AGREEMENTS

This Amendment, dated as of June 28, 2019 (the "Amendment"), to (i) that certain Warrant Agreement (the "First Agreement") dated as of July 19, 2017, between MYnd Analytics, Inc., a Delaware corporation (the "Company"), and American Stock Transfer & Trust Company, LLC, a New York limited liability trust company ("AST"), and (ii) that certain Warrant Agreement (the "Second Agreement"), and together with the First Agreement, each an "Agreement"), dated as of July 25, 2017, between the Company and AST, is intended to effectuate the following change to each Agreement.

WHEREAS, the Company and AST have previously entered into the Agreements and desire to amend the Agreements as set forth herein; and

WHEREAS, the Company has determined that this Amendment may be executed without the consent of any Registered Holder (as defined in each Agreement) pursuant to Section 8.8 of each Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Exercise Price. Section 3.1 of each Agreement shall be amended and restated in its entirety as follows:

Exercise Price. Each Warrant shall, when countersigned by the Warrant Agent, entitle the Registered Holder thereof, subject to the provisions of such Warrant and of this Warrant Agreement, to purchase from the Company the number of shares of Common Stock stated therein, at the price of (i) \$2.00 per whole share for one year after the Repricing Date (the "Amendment Period"), and (ii) \$5.25 per whole share after the Amendment Period, in each case subject to the adjustments provided herein. The term "Exercise Price" as used in this Agreement shall mean the price per share at which shares of Common Stock may be purchased at the time a Warrant is exercised.

"Repricing Date" shall mean the effective date of the transactions contemplated by that certain Agreement and Plan of Merger and Reorganization, as amended on May 24, 2019, between the Company, Emmaus Life Sciences, Inc., and Athena Merger Subsidiary, Inc..

2. Ratification. Except as expressly modified herein, each Agreement remains unmodified and in full force and effect and the parties ratify and confirm the terms thereof as modified by this Amendment.

3. Counterparts; Facsimile. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement. A facsimile or other electronic transmission of this signed Amendment shall be valid and binding on all parties hereto.

[Signature Page Follows]

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

MYND ANALYTICS, INC.

By: /s/ Patrick Herguth
Name: Patrick Herguth
Title: Chief Executive Officer

AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC

By: /s/ Michael Legregin
Name: Michael Legregin
Title: Senior Vice President

[Signature Page to Amendment to Warrant Agreements]

FORM OF EXCHANGE AGREEMENT

This Exchange Agreement (“**Agreement**”) is made as of June 12, 2019 by and between MYnd Analytics, Inc., a Delaware corporation (“**MYnd**”), Telemetrynd, Inc., a Delaware corporation and wholly-owned subsidiary of MYnd (“**Telemetrynd**”) and [_____] (the “**Preferred Stockholder**”).

RECITALS

WHEREAS, the Preferred Stockholder is the beneficial owner of [_____] shares of Series A Preferred Stock, par value \$0.001 per share, of MYnd and [_____] shares of Series A-1 Preferred Stock, par value \$0.001 per share, of MYnd (collectively, the “**MYnd Preferred Shares**”);

WHEREAS, on January 4, 2019, MYnd entered into an Agreement and Plan of Merger and Reorganization (as amended on May 24, 2019, the “**Merger Agreement**”) with Emmaus Life Sciences, Inc. (“**Emmaus**”) and Athena Merger Subsidiary, Inc. (“**Merger Sub**”), pursuant to which Merger Sub will merge with and into Emmaus, with Emmaus surviving as a subsidiary of MYnd (the “**Merger**”);

WHEREAS, on March 27, 2019, MYnd entered into an Amended and Restated Separation and Distribution Agreement (“**Separation Agreement**”) with Telemetrynd pursuant to which all of the business and assets of MYnd and those liabilities of MYnd not retained by MYnd in connection with the Merger will be contributed to Telemetrynd, and holders of record of MYnd’s common stock will receive a pro rata distribution of Telemetrynd’s common stock, contingent upon the consummation of the Merger (the “**Spin-Off**”);

WHEREAS, the Merger Agreement provides that all of the MYnd Preferred Shares must cease to be outstanding prior to the effective time of the Merger; and

WHEREAS, MYnd and the Preferred Stockholder have agreed to execute this Agreement to comply with the terms of the Merger Agreement and to effect the exchange of each Share, immediately after the Spin-Off and prior to the Merger, for (i) one share of Common Stock, par value \$0.001 per share, of MYnd (the “**MYnd Common Shares**”), and (ii) one share of Series A Preferred Stock, par value \$0.001 per share of Telemetrynd (the “**Telemetrynd Preferred Shares**”).

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements set forth herein, the parties agree as follows:

1. Exchange of Shares.**1.1. Exchange.**

1.1.1. At the Exchange Effective Time (as defined below), the Preferred Stockholder agrees to exchange each MYnd Preferred Share for a MYnd Common Share and a Telemetrynd Preferred Share.

1.1.2. At the Exchange Effective Time, MYnd agrees to issue to the Preferred Stockholder one MYnd Common Share in exchange for each MYnd Preferred Share held by the Preferred Stockholder prior to the Exchange Effective Time.

1.1.3. At the Exchange Effective Time, Telemynd agrees to issue to the Preferred Stockholder one Telemynd Preferred Share for each MYnd Preferred Share held by the Preferred Stockholder prior to the Exchange Effective Time.

1.2. Effective Time. The exchange of the MYnd Preferred Shares for MYnd Common Shares and Telemynd Preferred Shares shall take place immediately after the Spin-Off and prior to the effective time of the Merger (the “**Exchange Effective Time**”).

1.3. Closing Deliveries. At the Exchange Effective Time, the MYnd Preferred Shares shall automatically be cancelled and MYnd shall deliver, or cause to be delivered, to the Preferred Stockholder, the MYnd Common Shares in book-entry form, and MYnd shall instruct its transfer agent to register such issuance in the name of the Preferred Stockholder. At the Exchange Effective Time, Telemynd shall deliver, or cause to be delivered, to the Preferred Stockholder, the Telemynd Preferred Shares in book-entry form, and Telemynd shall instruct its transfer agent to register such issuance in the name of the Preferred Stockholder. The Preferred Stockholder will execute and deliver such other instruments of transfer and take such other actions as MYnd may reasonably request in order to facilitate the exchange of the MYnd Preferred Shares for MYnd Common Shares and Telemynd Preferred Shares hereunder.

2. Representations and Warranties.

2.1. MYnd hereby represents and warrants to the Preferred Stockholder as follows:

2.1.1. MYnd is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to carry on its business as presently conducted and as proposed to be conducted.

2.1.2. All corporate action required to be taken by MYnd’s Board of Directors and stockholders in order to authorize MYnd to enter into this Agreement, and to issue the MYnd Common Shares, has been taken or will be taken prior to the Exchange Effective Time.

2.1.3. The MYnd Common Shares, when issued and delivered in accordance with the terms and for the consideration set forth in this Agreement, will be validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under the this Agreement, applicable state and federal securities laws and liens or encumbrances created by or imposed by an Preferred Stockholder. Assuming the accuracy of the representations of the Preferred Stockholder in this Agreement and subject to the filings required to made under the Securities Act and “blue sky” laws, the MYnd Common Shares will be issued in compliance with all applicable federal and state securities laws.

2.2. Telemetrynd hereby represents and warrants to the Preferred Stockholder as follows:

2.2.1. Telemetrynd is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to carry on its business as presently conducted and as proposed to be conducted.

2.2.2. All corporate action required to be taken by Telemetrynd's Board of Directors and stockholders in order to authorize Telemetrynd to enter into this Agreement, and to issue the Telemetrynd Preferred Shares, has been taken or will be taken prior to the Exchange Effective Time.

2.2.3. The Telemetrynd Preferred Shares, when issued and delivered in accordance with the terms and for the consideration set forth in this Agreement, will be validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under the this Agreement, applicable state and federal securities laws and liens or encumbrances created by or imposed by an Preferred Stockholder. Assuming the accuracy of the representations of the Preferred Stockholder in this Agreement and subject to the filings required to be made under the Securities Act and "blue sky" laws, the Telemetrynd Preferred Shares will be issued in compliance with all applicable federal and state securities laws.

2.3. The Preferred Stockholder hereby represents and warrants to MYnd and Telemetrynd as follows:

2.3.1. The Preferred Stockholder has the requisite power and is authorized to enter into this Agreement and to carry out and perform its obligations under the terms of this Agreement.

2.3.2. This Agreement has been duly authorized, executed and delivered by the Preferred Stockholder, and this Agreement is a valid and binding agreement of the Preferred Stockholder.

2.3.3. The Preferred Stockholder is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

2.3.4. The Preferred Stockholder understands that the MYnd Common Shares and the Telemetrynd Preferred Shares have not been, and will not be, registered under the Securities Act, by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Preferred Stockholder's representations as expressed herein. The Preferred Stockholder understands that the MYnd Common Shares and the Telemetrynd Preferred Shares are "restricted securities" under applicable U.S. federal and state securities laws and that, pursuant to these laws, the Preferred Stockholder must hold the MYnd Common Shares and the Telemetrynd Preferred Shares indefinitely unless they are registered with the Securities and Exchange Commission and qualified by state authorities, or an exemption from such registration and qualification requirements is available. The Preferred Stockholder acknowledges that MYnd and Telemetrynd have no obligation to register or qualify the MYnd Common Shares or the Telemetrynd Preferred Shares. The Preferred Stockholder further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the MYnd Common Shares and the Telemetrynd Preferred Shares, and on requirements relating to MYnd and Telemetrynd which are outside of the Preferred Stockholder's control, and which MYnd and Telemetrynd are under no obligation and may not be able to satisfy.

3. Agreement to Convert Telemynd Preferred Shares: Proxy.

3.1. Conversion of Telemynd Preferred Shares. The Preferred Stockholder hereby agrees that if (i) Telemynd sells shares of its common stock, par value \$0.001 per share (“**Telemynd Common Shares**”), in one or more registered public offerings or a private placements, at a price per share that is equal to, or in excess of, three times the current conversion price of the Telemynd Preferred Shares or (ii) the Telemynd Common Shares trade on a national securities exchange and the Telemynd Common Shares have a closing sale price that is equal to, or in excess of, three times the current conversion price of the Telemynd Preferred Shares for at least five (5) consecutive days, all of the Telemynd Preferred Shares shall automatically convert into Telemynd Common Shares without any further action on the part of Telemynd or the Preferred Stockholder.

4. Miscellaneous.

4.1. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Delaware.

4.2. Successors and Assigns. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors, and administrators of the parties hereto.

4.3. Entire Agreement. This Agreement and the Exhibits hereto and thereto, and the other documents delivered pursuant hereto and thereto, constitute the full and entire understanding and agreement among the parties with regard to the subjects hereof and no party shall be liable or bound to any other party in any manner by any representations, warranties, covenants, or agreements except as specifically set forth herein or therein. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto and their respective successors and assigns, any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided herein.

4.4. Severability. In case any provision of this Agreement shall be invalid, illegal, or unenforceable, it shall to the extent practicable, be modified so as to make it valid, legal and enforceable and to retain as nearly as practicable the intent of the parties, and the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

4.5. Amendment and Waiver. Except as otherwise provided herein, any term of this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance, either retroactively or prospectively, and either for a specified period of time or indefinitely), with the written consent of MYnd, Telemynd and the Preferred Stockholder. Any amendment or waiver effected in accordance with this Section shall be binding upon each future holder of any security purchased under this Agreement (including securities into which such securities have been converted) and MYnd and Telemynd.

4.6. Headings: Construction. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. In this Agreement (a) words denoting the singular include the plural and vice versa, (b) “it” or “its” or words denoting any gender include all genders and (c) the word “including” means “including without limitation,” whether or not expressed.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

MYND ANALYTICS, INC.

By: _____
Name:
Title:

TELEMYND, INC.

By: _____
Name:
Title:

PREFERRED STOCKHOLDER:
