
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

MYnd Analytics, Inc.
(Name of Issuer)

MYnd Analytics, Inc.
(Exact Name of Issuer as Specified in its Charter)

Common Stock, par value \$0.001 per share
(Title of Class of Securities)

62857N103
(CUSIP Number)

Jan Vyhnanek, Na Florenci 2116/15, 110 00 Prague 1, Czech Republic, Tel. +420 226 200 114

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

December 23, 2015
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934, as amended (the "Act"), or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1.	Name of Reporting Person. I.R.S. Identification Nos. of above persons (entities only) 000-00-0000 RSJ Private Equity investiční fond s proměnným základním kapitálem, A.S.
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>
3.	SEC Use Only
4.	Source of Funds (See Instructions) WC
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)
6.	Citizenship or Place of Organization Czech Republic
Number of Shares Beneficially Owned by Each Reporting Person With	7. Sole Voting Power 42,250,000 (see Item 5)
	8. Shared Voting Power 0 (see Item 5)
	9. Sole Dispositive Power 42,250,000 (see Item 5)
	10. Shared Dispositive Power 0 (see Item 5)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person* 42,250,000 (see Item 5)
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="checkbox"/>
13.	Percent of Class Represented by Amount in Row (11) 28.3% ⁽¹⁾
14.	Type of Reporting Person (See Instructions) CO

(1) All share percentage calculations in this Schedule 13D are based upon 149,467,409 shares of common stock, \$0.001 par value per share ("Common Stock"), of MYnd Analytics, Inc. (the "Issuer"), which includes (i) 107,467,409 shares of Common Stock outstanding as of August 15, 2016, as reported on the Issuer's quarterly report on Form 10-Q for the quarterly period ended June 30, 2016, filed with the Securities and Exchange Commission on August 15, 2016, and (ii) 42,000,000 shares of Common Stock issuable upon the exercise of currently exercisable warrants to purchase Common Stock.

ITEM 1. SECURITY AND ISSUER

This Schedule 13D relates to the common stock, \$0.001 par value per share (the “Common Stock”), of MYnd Analytics, Inc., a Delaware corporation (the “Issuer”), and is being filed by RSJ Private Equity investiční fond s proměnným základním kapitálem, A.S. (“RSJ Private Equity” or the “Reporting Person”) with respect to the Common Stock. The shares of the Common Stock are currently quoted on the OTCQB Venture Marketplace.

The address of the principal executive offices of the Issuer is 26522 La Alameda, Suite 290, Mission Viejo, California 92691.

ITEM 2. IDENTITY AND BACKGROUND

(a) RSJ Private Equity is a private equity fund organized under the laws of the Czech Republic. RSJ Private Equity is managed by a statutory director and an administrative board, which supervises the statutory director and comprises the statutory director and five other members. The statutory director also serves as chairman of the administrative board. The name, present principal occupation and citizenship of each of the statutory director and other members of the administrative board of RSJ Private Equity (the “Covered Individuals”) is set forth below.

Name of Covered Individual	Present Principal Occupation of Covered Individual	Citizenship of Covered Individual
Jan Vyhňálek	Statutory director and chairman of the administrative board of RSJ Private Equity	Czech Republic
Lukáš Musil	Member of the administrative board of RSJ Private Equity	Czech Republic
Jiří Divoký	Member of the administrative board of RSJ Private Equity	Czech Republic
Libor Winkler	CEO of RSJ a.s.	Czech Republic
Karel Janeček	Investor	Czech Republic
Václav Dejčmar	Investor	Czech Republic

Michal Votruba, an employee of RSJ Private Equity who acts a Director of Life Sciences for the RSJ/Gradus Fund, has been a member of the Issuer’s board of directors since July 30, 2015.

(b) The principal business address of RSJ Private Equity and the Covered Individuals is Na Florenci 2116/15, Nové Město, PSČ 110 00, Praha 1.

(c) The principal business of RSJ Private Equity is investment management. RSJ Private Equity manages a broad investment portfolio in real estate, energy industry, agriculture, biotechnologies and other sectors. The present principal occupation of each of the Covered Individuals is set forth in Item 2(a) above.

(d) During the past five years, RSJ Private Equity and, to RSJ Private Equity’s knowledge, the Covered Individuals, have not been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the past five years, RSJ Private Equity and, to RSJ Private Equity’s knowledge, the Covered Individuals, have not been party to a civil proceeding of a judicial or administrative body of competent jurisdiction that, as a result of such proceeding, such person was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) The place of organization of the Reporting Person and the citizenship of each of the Covered Individuals is set forth in Item 2(a) above.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION

Warrants to Purchase Common Stock and Related Convertible Notes

On December 23, 2015, the Issuer entered into the Second Amended Note & Warrant Agreement (the "A&R Note & Warrant Agreement") with RSJ Private Equity and the other investors named therein, amending the Original Note Purchase Agreement (as defined below). Pursuant to the A&R Note & Warrant Agreement, on December 23, 2015, RSJ Private Equity was issued a warrant to purchase 22,000,000 shares of Common Stock (the "December Warrant"). Additionally, pursuant to the A&R Note & Warrant Agreement, on December 28, 2015, RSJ Private Equity (i) purchased a note for \$750,000 (the "December Note") and (ii) was issued a note warrant to purchase 15,000,000 shares of Common Stock (the "Note Warrant"). The December Warrant and the Note Warrant became exercisable on the date of their respective issuances, and will expire on the earlier of (i) December 31, 2020 and (ii) 45 days after the date on which the daily closing price of shares of the Common Stock quoted on the OTCQB Venture Marketplace (or other bulletin board or exchange on which the Common Stock is traded or listed) exceeds \$0.25 for at least ten consecutive trading days. The source of funds used in purchasing the December Note, December Warrant and Note Warrant was working capital.

On August 9, 2016, pursuant to the A&R Note & Warrant Agreement, the Issuer entered into the Amended and Restated Secured Convertible Promissory Note with RSJ Private Equity (the "August Note"). Under the A&R Note & Warrant Agreement, RSJ Private Equity (i) purchased the August Note for \$250,000 and (ii) was issued a warrant to purchase 5,000,000 shares of Common Stock (the "August Warrant"), which has the same exercisability terms as the December Warrant and the Note Warrant. The source of funds used in purchasing the August Note and August Warrant was working capital.

In addition to acquiring the December Note and August Note, RSJ Private Equity had previously purchased notes issued by the Issuer for \$750,000 and \$350,000 on September 26, 2014 and September 24, 2015, respectively (together with the December Note and the August Note, the "Notes") pursuant to a Note Purchase Agreement, dated as of September 22, 2014, between the Issuer, RSJ Private Equity and certain other investors named therein, as subsequently amended (the "Original Note Purchase Agreement"). The A&R Note & Warrant Agreement extended the maturity date of all of the Notes to December 31, 2017. The Notes are all convertible into shares of the Issuer's Common Stock (i) automatically upon the closing of a qualified equity offering by the Issuer with total proceeds of at least \$5.0 million, at a conversion price of \$0.05 per share, or (ii) voluntarily, within 15 days prior to their maturity on December 31, 2017, at a conversion price of \$0.05 per share.

Because the Notes previously were not, and currently are not, convertible within 60 days, RSJ Private Equity did not become a more-than-five-percent beneficial owner of the Common Stock until it acquired the December Warrant, which represented an immediately exercisable right to purchase 22,000,000 shares of Common Stock.

Acquisition of Shares of Common Stock

On April 5, 2016, the Issuer granted and issued to RSJ Private Equity 250,000 shares of Common Stock. Pursuant to an arrangement between RSJ Private Equity and Mr. Votruba, who is a director of the Issuer and an employee of the Reporting Person, such shares were assigned and issued directly to RSJ Private Equity upon grant.

ITEM 4. PURPOSE OF TRANSACTION

The information contained in Items 3 above and 6 below is incorporated herein by reference.

Except as noted herein, the Reporting Person has no present plans or proposals that would relate to or result in:

- (a) The acquisition by any person of additional securities of the Issuer, or the disposition of securities of the Issuer;
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- (b) an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Issuer or any of its subsidiaries;
- (c) a sale or transfer of a material amount of assets of the Issuer or any of its subsidiaries;
- (d) any change in the present board of directors or management of the Issuer, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board;
- (e) any material change in the present capitalization or dividend policy of the Issuer;
- (f) any other material change in the Issuer's business or corporate structure, including but not limited to, if the Issuer is a registered closed-end investment company, any plans or proposals to make any changes in its investment policy for which a vote is required by section 13 of the Investment Company Act of 1940;
- (g) changes in the Issuer's charter, bylaws or instruments corresponding thereto or other actions which may impede the acquisition of control of the Issuer by any person;
- (h) causing a class of securities of the Issuer to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association;
- (i) a class of equity securities of the Issuer becoming eligible for termination of registration pursuant to section 12(g)(4) of the Securities Exchange Act of 1934, as amended; or
- (j) any action similar to any of those enumerated above.

RSJ Private Equity acquired the Common Stock reported herein for investment purposes and intends to review its investments in the Issuer on a continuing basis. From time to time and at any time in the future, RSJ Private Equity may, subject to any restrictions on it, take such actions with respect to its investment in the Issuer as it deems appropriate. These actions may include: (i) acquiring, upon conversion of the Notes, in the open market or otherwise, additional shares of Common Stock and/or other equity, debt, notes, other securities or derivative or other instruments of the Issuer based upon or relating to the value of the shares of Common Stock (collectively, "Securities"); (ii) disposing of any or all of their Securities in the open market or otherwise; (iii) engaging in any hedging or similar transactions with respect to the Securities; (iv) entering into certain group or voting arrangements with other shareholders or with the Issuer relating to extraordinary corporate transactions of the Issuer, with respect to any shares of Common Stock issued to the Reporting Person upon conversion of the Notes or the exercise of warrants to acquire Common Stock held by the Reporting Person; (v) seeking to control or publicly influence the management of the Issuer; or (vi) proposing or considering one or more of the actions described in subsections (a) through (j) of Item 4 of Schedule 13D, including business combinations or other extraordinary corporate transactions, sales or purchases of material assets of the Issuer or its subsidiaries, changes in the board of directors or management of the Issuer, changes in the present capitalization or dividend policy of the Issuer, changes to the Issuer's business or corporate structure, changes in the Issuer's certificate of incorporation or bylaws, actions that may impede the acquisition of control of the Issuer by any person, collaborations, joint ventures and other business arrangements between or involving the Reporting Person or any affiliate thereof and the Issuer. In addition, as a director of the Issuer and an employee of RSJ Private Equity, Mr. Votruba may have influence over the corporate activities of the Issuer, including activities which may relate to the transactions described in clauses (a) through (j) of Item 4 of Schedule 13D. In determining whether to carry out any of the above-mentioned actions, RSJ Private Equity may consider factors such as the Issuer's financial position and strategic direction, actions taken by the Issuer's board of directors, price levels of the shares of Common Stock, other investment opportunities available to RSJ Private Equity, conditions in the securities market and general economic and industry conditions.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER

- (a) By virtue of the relationships described in Item 3, the Reporting Person beneficially owns 42,250,000 shares of Common Stock, or 28.3% of the Common Stock, which includes: (i) 250,000 shares of Common Stock; (ii) 22,000,000 shares of Common Stock issuable within 60 days under the terms of the December Warrant; (iii) 15,000,000 shares of Common Stock issuable within 60 days under the terms of the Note Warrant; and (iv) 5,000,000 shares of Common Stock issuable within 60 days under the terms of the August Warrant.
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RSJ Private Equity is not deemed the beneficial owner, and disclaims beneficial ownership, of the shares of Common Stock issuable upon conversion of the Notes in aggregate principal amount of \$2,100,000, because the Notes are not convertible within 60 days. Consequently, no shares of Common Stock issuable upon conversion of the Notes have been included in the number of shares of Common Stock beneficially owned by RSJ Private Equity.

- (b) RSJ Private Equity beneficially owns 42,250,000 shares of Common Stock as to which there is a sole power to vote. RSJ Private Equity is deemed the beneficial owner of zero shares as to which there is a shared power to vote. RSJ Private Equity beneficially owns 42,250,000 shares of Common Stock over which it has the sole power to dispose. RSJ Private Equity is deemed the beneficial owners of zero shares of Common Stock as to which there is a shared power to dispose.

All share percentage calculations in this Schedule 13D are based upon 149,467,409 shares of Common Stock, which includes: (i) 107,467,409 shares of Common Stock outstanding as of August 15, 2016, as reported on the Issuer's quarterly report on Form 10-Q for the quarterly period ended June 30, 2016, filed with the Securities and Exchange Commission on August 15, 2016; and (ii) 42,000,000 shares of Common Stock issuable upon the exercise of the December Warrant, the Note Warrant and the August Warrant, each of which is currently exercisable.

- (c) Except as disclosed in this Schedule 13D, during the past 60 days, the Reporting Person has not entered into any transaction in the Common Stock.
- (d) No person other than the Reporting Person has (i) the right to receive or the power to direct the receipt of dividends from the shares of the Common Stock to which this Schedule 13D relates or (ii) the right to receive or the power to direct the receipt of the proceeds from the sale of such shares.
- (e) Not applicable.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER

The information contained in Items 3 and 4 above is incorporated herein by reference.

In addition to the agreements described in Item 3 above, the material contracts, relationships, understandings or agreements between RSJ Private Equity and other persons with respect to the securities of the Issuer are listed below:

Second Amended and Restated Note & Warrant Agreement

The description of the A&R Note & Warrant Agreement in Item 3 above is incorporated herein by reference.

On August 15, 2016, the Issuer and certain investors party to the A&R Note & Warrant Agreement, including RSJ Private Equity, entered into an amendment to the A&R Note & Warrant Agreement to extend the time during which (i) secured convertible promissory notes and (ii) warrants to acquire Common Stock in an amount equal to 100% of the Note, exercisable at \$0.05 per share of Common Stock, could be issued under the A&R Note & Warrant Agreement from August 11, 2016 to September 1, 2016. The amendment was entered into to enable the Issuer to issue secured convertible promissory notes and warrants to acquire Common Stock under the A&R Note & Warrant Agreement to certain plaintiffs in connection with the settlement of certain claims filed by the plaintiffs against the Issuer.

Amended and Restated Security Agreement

On December 23, 2015, the Issuer entered into an Amended and Restated Security Agreement (the “Amended and Restated Security Agreement”) with each of the 16 accredited investors party to the A&R Note & Warrant Agreement, including RSJ Private Equity (the “Secured Parties”), pursuant to which the Issuer granted and pledged its security interest in all of its right, title and interest in, to and under all intellectual property rights related to its Psychiatric EEG Evaluation Registry (the “IP Rights”) to the Secured Parties as collateral for the Notes. Under the Amended and Restated Security Agreement, a representative of the Secured Parties may obtain and sell or otherwise dispose of the IP Rights upon the occurrence of an event of default (as defined in the applicable Notes) for the benefit of the Secured Parties. The Amended and Restated Security Agreement amends and replaces an earlier security agreement, dated as of September 22, 2014, between the Issuer and certain investors party to the Original Note Purchase Agreement.

Amended and Restated Registration Rights Agreement

On December 23, 2015, the Issuer entered into an Amended and Restated Registration Rights Agreement with RSJ Private Equity and other holders of registrable securities then outstanding (each, together with RSJ Private Equity, a “Holder”), pursuant to which (i) Holders may request the Issuer to effect the registration of all or part of the registrable securities owned by such Holder making the request, (ii) if the Issuer proposes to register any of its securities for its own account or the account of a Holder, it is obligated to give each Holder written notice of such registration and, upon notice by the Holder, use its reasonable best efforts to include such Holder’s registrable security in such registration, and (iii) the Issuer must file all reports required under all U.S. securities laws. The Amended and Restated Registration Rights Agreement amends an earlier registration rights agreement, dated as of September 22, 2014, between the Issuer, RSJ Private Equity and certain other investors party to the Original Note Purchase Agreement.

Representative Secured Party Agreement

On April 15, 2015, the Issuer entered into a Representative Secured Party Agreement with RSJ Private Equity and other noteholders of the Issuer (together with RSJ Private Equity, the “Noteholders”), pursuant to which each of the Noteholders appointed and authorized RSJ Private Equity to act as representative secured party. Under the Representative Secured Party Agreement, the Noteholders authorized RSJ Private Equity to take (or not take) action under the A&R Note & Warrant Agreement or the Amended and Restated Security Agreement in the best interests of the Noteholders to (i) preserve the value of the IP Rights, (ii) protect the lien granted to the Noteholders under the Amended and Restated Security Agreement and (iii) maintain the perfection of the security interests in the IP Rights granted to the Noteholders under the Amended and Restated Security Agreement.

ITEM 7. MATERIALS TO BE FILED AS EXHIBITS

- (1) Representative Secured Party Agreement, dated April 15, 2015, between the Issuer (f/k/a CNS Response, Inc.), RSJ Private Equity, John Pappajohn, Thomas T. and Elizabeth C. Tierney Family Trust, Declaration of Trust of Robert J. Follman and Carole A. Follman, dated August 14, 1979, Oman Ventures, LLC, Biobrit, LLC, Michael L. Meyer Living Trust, Gladys Fenner Gay LeBreton, and Frank L. Peters.
 - (2) Form of Note Purchase Agreement, dated as of September 22, 2014, between the Issuer (f/k/a CNS Response, Inc.) and the investors named therein (incorporated by reference to Exhibit 10.89 to the Issuer’s annual report on Form 10-K for the fiscal year ended September 30, 2014, filed on December 29, 2014).
 - (3) Form of Convertible Promissory Note (incorporated by reference to Exhibit 4.4 to the Issuer’s annual report on Form 10-K for the fiscal year ended September 30, 2014, filed on December 29, 2014).
 - (4) Form of Security Agreement, dated as of September 22, 2014, between the Issuer (f/k/a CNS Response, Inc.), and the secured parties named therein (incorporated by reference to Exhibit 10.90 to the Issuer’s annual report on Form 10-K for the fiscal year ended September 30, 2014, filed on December 29, 2014).
 - (5) Form of Registration Rights Agreement, dated as of September 22, 2014, between the Issuer (f/k/a CNS Response, Inc.), RSJ Private Equity and the holders named therein (incorporated by reference to Exhibit 10.91 to the Issuer’s annual report on Form 10-K for the fiscal year ended September 30, 2014, filed on December 29, 2014).
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- (6) Form of Second Amended and Restated Note and Warrant Purchase Agreement, dated as of December 23, 2015, between the Issuer and the investors named therein (incorporated by reference to Exhibit 10.27 to the Issuer's quarterly report on Form 10-Q for the quarterly period ended December 31, 2015, filed on February 17, 2016).
 - (7) Form of Amended and Restated Secured Convertible Promissory Note (incorporated by reference to Exhibit 10.28 to the Issuer's quarterly report on Form 10-Q for the quarterly period ended December 31, 2015, filed on February 17, 2016).
 - (8) Form of Warrant to Purchase Shares (incorporated by reference to Exhibit 10.29 to the Issuer's quarterly report on Form 10-Q for the quarterly period ended December 31, 2015, filed on February 17, 2016).
 - (9) Form of Amended and Restated Security Agreement, dated as of December 23, 2015, between the Issuer and the secured parties named therein (incorporated by reference to Exhibit 10.30 to the Issuer's quarterly report on Form 10-Q for the quarterly period ended December 31, 2015, filed on February 17, 2016).
 - (10) Form of Amended and Restated Registration Rights Agreement, dated as of December 23, 2015, between the Issuer, RSJ Private Equity and the holders named therein (incorporated by reference to Exhibit 10.31 to the Issuer's quarterly report on Form 10-Q for the quarterly period ended December 31, 2015, filed on February 17, 2016).
 - (11) Written Consent of the Noteholders of the Issuer, dated as of August 15, 2016, Relating to Amendment No. 1 to Second Amended and Restated Note and Warrant Purchase Agreement, dated as of December 23, 2015, between the Issuer and the investors named therein.
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SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated September 15, 2016

RSJ PRIVATE EQUITY
INVESTICNI FOND S PROMENNYM ZAKLADNIM KAPITALEM, A.S.

By: /s/ Jan Vyhnálek
Name: Jan Vyhnálek
Title: Statutory Director/CEO

REPRESENTATIVE SECURED PARTY AGREEMENT

This **REPRESENTATIVE SECURED PARTY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, this "**Agreement**"), dated as of April 15, 2015, is entered into by and among **CNS RESPONSE, INC.**, a Delaware corporation (the "**Issuer**"), **RSJ PRIVATE EQUITY INVESTIČNÍ FOND S PROMĚNNÝM ZÁKLADNÍM KAPITÁLEM, A.S.** (f/k/a RSJ Private Equity uzavřený investiční fond, a.s.) ("**RSJ**"), as representative secured party (in such capacity, the "**Representative Secured Party**") and **THE PARTIES LISTED ON THE SIGNATURE PAGES HERETO AS NOTEHOLDERS** (collectively, the "**Noteholders**")

RECITALS

A. **WHEREAS**, reference is made to (i) the Note Purchase Agreement, dated as of September 22, 2014, as amended by Amendment No. 1 to Note Purchase Agreement dated as of April 14, 2015 (as further amended, amended and restated, supplemented or otherwise modified from time to time, the "**NPA**"), among the Issuer and the Noteholders, pursuant to which the Issuer has agreed to issue up to \$3,000,000 of term notes (including any additional notes issued pursuant to the NPA) (collectively, the "**Notes**"), (ii) the Security Agreement, dated as of September 22, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**RSJ Security Agreement**") among the Issuer and RSJ, pursuant to which the Issuer granted RSJ a security interest in the Collateral (as defined therein) and (iii) each other security agreement between a Noteholder and the Issuer on substantially identical terms as the RSJ Security Agreement pursuant to which the Issuer grants a Noteholder a security interest in the Collateral (each such security agreement as amended, amended and restated, supplemented or otherwise modified from time to time, an "**Additional Noteholder Security Agreement**" and, collectively with the RSJ Security Agreement, the "**Security Agreements**"). Defined terms used herein not otherwise defined shall have the meaning assigned to such terms in the NPA or the RSJ Security Agreement, as applicable;

B. **WHEREAS**, the Issuer, the Representative Secured Party and the Noteholders wish to enter into this Agreement to, among other things, appoint RSJ Private Equity investiční fond s proměnným základním kapitálem, a.s. (f/k/a RSJ Private Equity uzavřený investiční fond, a.s.) as the Representative Secured Party solely for purposes of perfecting the security interests in the Collateral granted to the Noteholders as security for the Issuer's obligations under the NPA pursuant to the Security Agreements (on behalf of the Secured Parties)

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and the mutual covenants and promises set forth herein, each of the parties to this Agreement agrees as follows:

SECTION I. DEFINITIONS: INTERPRETATION

- 1.01** Headings in this Agreement are for convenience of reference only and are not part of the substance hereof or thereof.
 - 1.02** All terms defined in this Agreement in the singular form shall have comparable meanings when used in the plural form and vice versa.
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1.03 References in this Agreement to “Recitals,” “Sections,” “Exhibits” and “Schedules” are to recitals, sections, exhibits and schedules herein and hereto unless otherwise indicated. References in this Agreement to any document, instrument or agreement shall (a) include all exhibits, schedules and other attachments thereto, (b) include all documents, instruments or agreements issued or executed in replacement thereof, and (c) mean such document, instrument or agreement, or replacement or predecessor thereto, as amended, modified and supplemented from time to time and in effect at any given time. The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The words “include” and “including” and words of similar import when used in this Agreement shall not be construed to be limiting or exclusive.

SECTION II. APPOINTMENT OF REPRESENTATIVE SECURED PARTY; Reaffirmation

2.01 Each of the Noteholders hereby appoints and authorizes RSJ Private Equity investiční fond s proměnným základním kapitálem, a.s. (f/k/a RSJ Private Equity uzavřený investiční fond, a.s.) to act as Representative Secured Party hereunder with such rights and powers as are expressly delegated to the Representative Secured Party by the terms of this Agreement, together with such other rights and powers as are reasonably incidental thereto. The Representative Secured Party shall not have any duties or responsibilities except those expressly set forth in this Agreement. Notwithstanding anything to the contrary contained herein, the Representative Secured Party shall not be required to take any action which is contrary to this Agreement or any applicable statutes, ordinances, codes, orders, decrees, laws, rules or regulations of any governmental authority. The Representative Secured Party may employ agents and attorneys-in-fact and shall not be responsible to the Noteholders or any other person for the negligence or misconduct of any such agents or attorneys-in-fact selected by it with reasonable care.

2.02 The Noteholders hereby authorize the Representative Secured Party to (in each case, solely for purposes of perfecting (and maintaining such perfection) the security interests in the Collateral granted to the Noteholders pursuant to the Security Agreements) (a) execute, deliver and perform each of the agreements to which the Representative Secured Party is or is intended to be a party and (b) subject to the other terms and provisions hereof, take (or not take) any other action under the NPA or the Security Agreements, which it shall deem advisable (in its sole and absolute discretion) in the best interests of the Noteholders to preserve the value of the Collateral, protect the lien granted under the Security Agreements and maintain the perfection of the security interests in the Collateral granted to the Noteholders pursuant to the Security Agreements (including, but not limited to, making filings of financing statements and/or short form intellectual property grants) for the benefit of the Noteholders. Each Noteholder shall be bound by all of the agreements of the Representative Secured Party contained in this Agreement and by all other actions taken by the Representative Secured Party pursuant to this Agreement to the extent of the authority granted to the Representative Secured Party herein.

2.03 To secure the Issuer’s obligations under the NPA, the Notes, the Security Agreements and hereunder (collectively, the “Secured Obligations”), the Issuer hereby reaffirms that the security interests and liens granted to the Secured Parties under the Security Agreements constitute, and shall constitute on and immediately after the date hereof, valid and perfected liens on the Collateral. Additionally, as security for the payment and performance of the Secured Obligations, the Issuer hereby further grants to the Representative Secured Party, for itself and on behalf of and for the ratable benefit of the Noteholders, a security interest in all of the Issuer’s right, title and interest in, to and under the Collateral, wherever located and whether now existing or owned or hereafter acquired or arising.

2.04 Notwithstanding the date, time, method, manner or order of grant, attachment or perfection of any liens securing any Secured Obligations granted on the Collateral and notwithstanding any provision of the Uniform Commercial Code as in effect from time to time in any applicable jurisdiction, or any other applicable law or the NPA, the Notes or the Security Agreements or any defect or deficiencies in the liens securing the Secured Obligations or any other circumstance whatsoever, each Noteholder hereby agrees that the liens securing the Secured Obligations owed to any Noteholder on any Collateral shall be of equal priority.

SECTION III. EXPENSES

3.01 The Representative Secured Party is entitled to reimbursement by the Issuer, promptly on demand, of all reasonable costs and expenses (including reasonable attorneys' fees) incurred, advanced or expended by the Representative Secured Party in relation to its role as Representative Secured Party. The Representative Secured Party shall not be obliged to expend its own funds in performing its obligations and duties or exercising its rights and powers under this Agreement.

SECTION IV. RESIGNATION

4.01 The Representative Secured Party may resign as representative secured party by delivering not less than ten days' prior written notice to the Noteholders.

4.02 The resignation or removal of the Representative Secured Party will be effective upon the expiration of the notice period referred to in Section 4.01 above. After any retiring Representative Secured Party's resignation hereunder as Representative Secured Party, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it under this Agreement while it was the Representative Secured Party hereunder.

SECTION V. LIABILITY OF REPRESENTATIVE SECURED PARTY AND RELIANCE

5.01 The Representative Secured Party shall not (i) be liable for any action taken or omitted to be taken by it as Representative Secured Party under or in connection with this Agreement, the NPA, any Note or the Security Agreements or the transactions contemplated hereby or thereby, except for its own gross negligence or willful misconduct in connection with its duties expressly set forth herein as determined in a final non-appealable judgment issued by a court of competent jurisdiction, (b) be liable for any apportionment or distribution of payments made by it in good faith and if any such apportionment or distribution is subsequently determined to have been made in error, other than an error resulting from its own gross negligence or willful misconduct as determined in a final non-appealable judgment issued by a court of competent jurisdiction, or (c) be responsible in any manner to any Noteholder or its transferees for any recital, statement, representation or warranty made by the Issuer or any officer thereof, contained herein or in the NPA, any Note or the Security Agreements, or in any certificate, report, statement or other document referred to or provided for in, or received by the Representative Secured Party and delivered to the Representative Secured Party under or in connection with, this Agreement, the NPA, any Note or the Security Agreements, or the validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement, the NPA, any Note or the Security Agreements, the perfection, failure to perfect or failure to continue the perfection of any security interest or lien (including without limitation the security interest granted hereby), or for any failure of the Issuer or any other party to this Agreement, the NPA, any Note or the Security Agreements to perform its obligations hereunder or thereunder. In no event shall the Representative Secured Party be liable for punitive, special, consequential, incidental, exemplary or other similar damages. In performing its functions and duties hereunder, the Representative Secured Party shall exercise the same care that it would in dealing with secured debt obligations for its own account. The Representative Secured Party shall be under no obligation to any Noteholder or transferee to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement, the NPA, any Note or the Security Agreements or the existence or possible existence of an Event of Default, or to inspect the properties, books or records of the Issuer or any affiliate thereof. Each Noteholder acknowledges that it has at all times conducted, and shall continue hereafter to conduct, independently and without reliance upon the Representative Secured Party, any other Noteholder or any of their respective affiliates and each of their respective directors, officers, employees, agents, trustees, representatives, attorneys, accountants and each insurance, environmental, legal, financial and other advisor thereto and other consultants and agents thereof (each such person, a "Related Person") or upon any document (including any offering and disclosure materials in connection herewith) solely or in part because such document was transmitted hereby or hereunder or by the Representative Secured Party or any of its Related Persons, its own independent investigation of the financial condition and affairs of the Issuer and its affiliates and make and continue to make its own credit decisions in connection with entering into, and taking or not taking any action under, the NPA, the Security Agreements, this Agreement or with respect to any transaction contemplated in any of the foregoing agreements, in each case based on such documents and information as it shall deem appropriate. The Representative Secured Party shall not have any duty or responsibility to provide any Noteholder with any credit or other information concerning the business, prospects, operations, property, financial and other condition or creditworthiness of the Issuer or any affiliate thereof that may come in to the possession of the Representative Secured Party or any of its Related Persons. Each Noteholder acknowledges and agrees to each agreement of the Issuer under this Agreement.

5.02 The Representative Secured Party shall be entitled to rely, and shall be fully protected in relying, upon any writing, communication, signature, resolution, representation, notice, consent, certificate, affidavit, letter, telegram, facsimile, telex or telephone message, statement or other document or conversation believed by it in good faith to be genuine and correct and to have been signed, sent or made by the proper person or persons, and upon advice and statements of legal counsel (including counsel to the Issuer), independent accountants and other experts selected by the Representative Secured Party. The Representative Secured Party shall be entitled to conclusively rely upon written information or any certification provided to by or on behalf of the Issuer without the obligation to investigate the accuracy or completeness of any such information or any certification. The Representative Secured Party shall be entitled to rely upon the advice of legal counsel, independent accountants, and other experts selected by such person with reasonable care. The Representative Secured Party shall have no obligation to take any action if it believes, in good faith, that such action is deemed to be illegal or exposes the Representative Secured Party to any liability for which the Representative Secured Party has not received satisfactory indemnification. Notwithstanding anything contained herein to the contrary, the Representative Secured Party shall be entitled to rely, and shall be fully protected in relying, on and following the written instructions of the Majority Holders.

5.03 The Representative Secured Party and its affiliates may make loans to, issue letters of credit for the account of, accept deposits from, acquire equity interests in or debt securities of and generally engage in any kind of banking, trust, financial advisory, underwriting or other business with the Issuer and its affiliates as though it were not the Representative Secured Party hereunder and without notice to or consent of the Noteholders. The Noteholders acknowledge that, pursuant to such activities, the Representative Secured Party or its affiliates may receive information regarding the Issuer or any of its affiliates (including information that may be subject to confidentiality obligations in favor of such person) and acknowledge that the Representative Secured Party shall be under no obligation to provide such information to them.

5.04 The Issuer agrees to indemnify the Representative Secured Party from and against any and all claims, losses and liabilities in any way relating to, growing out of or resulting from this Agreement and the transactions contemplated hereby (including, without limitation, enforcement of this Agreement), except to the extent such claims, losses or liabilities result solely from the Representative Secured Party's bad faith, gross negligence or willful misconduct as determined in a final non-appealable judgment by a court of competent jurisdiction.

5.05 The Representative Secured Party shall not have any right, power, obligation, liability, responsibility or duty under this Agreement other than those specifically provided for in this Agreement. Without limiting the foregoing, the Representative Secured Party shall not have or be deemed to have a fiduciary relationship with any Noteholder.

SECTION VI. MISCELLANEOUS

6.01 THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA (INCLUDING SECTION 1646.5 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA).

6.02 EACH OF THE PARTIES TO THIS AGREEMENT HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this transaction, including contract claims, tort claims, breach of duty claims and all other common law and statutory claims. Each party hereto acknowledges that this waiver is a material inducement to enter into a business relationship, that each has already relied on this waiver in entering into this Agreement, and that each will continue to rely on this waiver in their related future dealings. Each party hereto further warrants and represents that it has reviewed this waiver with its legal counsel and that it knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. **THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS SECTION 6.02 AND EXECUTED BY EACH OF THE PARTIES HERETO), AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT.** In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

6.03 If any action or proceeding is filed in a court of the State of California by or against any party hereto in connection with any of the transactions contemplated by this Agreement and the waiver of jury trial set forth in Section 6.02 is for any reason held to be unenforceable, the parties hereto agree that, (a) the court shall, and is hereby directed to, make a general reference pursuant to California Code of Civil Procedure Section 638 to a referee (who shall be a single active or retired judge) to hear and determine all of the issues in such action or proceeding (whether of fact or of law) and to report a statement of decision; provided that, at the option of any party to such proceeding, any such issues pertaining to a "provisional remedy" as defined in California Code of Civil Procedure Section 1281.8 shall be heard and determined by the court, and (b) without limiting the generality of Section 3.01, the Issuer shall be solely responsible to pay all fees and expenses of any referee appointed in such action or proceeding.

6.04 ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST ANY PARTY HERETO ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY OBLIGATIONS HEREUNDER, SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF CALIFORNIA, COUNTY OF ORANGE. BY EXECUTING AND DELIVERING THIS AGREEMENT, EACH PARTY HERETO:

- (I) ACCEPTS GENERALLY AND UNCONDITIONALLY THE EXCLUSIVE JURISDICTION AND VENUE OF SUCH COURTS;
 - (II) WAIVES ANY DEFENSE OF FORUM NON CONVENIENS; AND
-

(III) AGREES THAT THE PROVISIONS OF THIS SECTION 6.04 RELATING TO JURISDICTION AND VENUE SHALL BE BINDING AND ENFORCEABLE TO THE FULLEST EXTENT PERMISSIBLE UNDER CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 410.40 OR OTHERWISE.

6.05 No failure or delay by the Representative Secured Party in exercising any right hereunder shall operate as a waiver thereof or of any other right nor shall any single or partial exercise of any such right preclude any other further exercise thereof or of any other right. Unless otherwise specified in such waiver or consent, a waiver or consent given hereunder shall be effective only in the specific instance and for the specific purpose for which given.

6.06 No amendment, modification, termination or waiver of any provision of this Agreement shall in any event be effective unless the same shall be in writing and signed by the Representative Secured Party and the Majority Holders and, solely to the extent the Issuer's rights are directly affected, the Issuer. Each Noteholder acknowledges and agrees to be bound by any such amendment, modification, termination or waiver and further agrees not to assign any of its interests as a Noteholder to any other Person not a party hereto unless and until such Person agrees to, and becomes bound by, the terms and provisions hereof as a Noteholder (in a manner acceptable to the Representative Secured Party) prior to (or simultaneously with) becoming a Noteholder. The Issuer agrees to cause any additional Noteholder to agree to, and become bound by, the terms and provisions hereof as a Noteholder (in a manner reasonably acceptable to the Representative Secured Party) prior to (or simultaneously with) becoming a Noteholder.

6.07 Any notice or other communication herein required or permitted to be given shall be in writing and may be personally served or sent by telefacsimile or United States mail or courier service and shall be deemed to have been given when delivered in person or by courier service, upon receipt of telefacsimile, or three Business Days after depositing it in the United States mail with postage prepaid and properly addressed; provided that notices to the Representative Secured Party shall not be effective until received. For the purposes hereof, the address of each party hereto shall be as set out on Schedule A hereto or such other address as shall be designated by such party in a written notice delivered to the other parties hereto.

6.08 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6.09 In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

6.10 The initial Noteholders hereunder shall be such of the Noteholders as are signatories hereto on the date hereof. From time to time subsequent to the date hereof, additional Noteholders may become parties hereto (without the consent of the Noteholders), as additional Noteholders (each an "**Additional Noteholder**"), by executing a counterpart of this Agreement. A form of such a counterpart is attached as Exhibit A. Upon delivery of any such counterpart to the Representative Secured Party, notice of which is hereby waived by the Issuer and the other Noteholders, each such Additional Noteholders shall be a Noteholders and shall be as fully a party hereto as if such Additional Noteholders were an original signatory hereof. This Agreement shall be fully effective as to any Noteholder that is or becomes a party hereto regardless of whether any other person becomes or fails to become or ceases to be a Noteholder hereunder.

6.11 This Agreement may be executed in any number of counterparts, all of which taken together will constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method shall be equally as effective as delivery of an original executed counterpart of this Agreement.

[signatures to follow]

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

CNS RESPONSE, INC.,
as Issuer

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

**RSJ PRIVATE EQUITY INVESTIČNÍ FOND S PROMĚNNÝM ZÁKLADNÍM
KAPITÁLEM, A.S.** (f/k/a RSJ Private Equity uzavřený investiční fond, a.s.),
as the Representative Secured Party and as a Noteholder

By: /s/ Jan Vyhnálek
Name: Jan Vyhnálek
Title: CEO

JOHN PAPPAJOHN,
as a Noteholder

/s/ John Pappajohn
JOHN PAPPAJOHN

THOMAS T. AND ELIZABETH C. TIERNEY FAMILY TRUST,
as a Noteholder

By: /s/ Thomas T. Tierney
Name: THOMAS T. TIERNEY
Title: TRUSTEE

**DECLARATION OF TRUST OF ROBERT J. FOLLMAN AND CAROLE A.
FOLLMAN, DATED AUGUST 14, 1979,**
as a Noteholder

By: /s/ Robert J. Follman
Name: ROBERT J. FOLLMAN
Title: TRUSTEE

OMAN VENTURES, LLC,
as a Noteholder

By: /s/ Mark C. Oman
Name: MARK C. OMAN
Title: PRESIDENT

BIOBRIT, LLC,
as a Noteholder

By: /s/ Daniel M. Bradbury
Name: DANIEL M. BRADBURY
Title: MANAGING MEMBER

MICHAEL L. MEYER LIVING TRUST,
as a Noteholder

By: /s/ Michael L. Meyer
Name: MICHEL L. MEYER
Title: TRUSTEE

GLADYS FENNER GAY LeBRETON,
as a Noteholder

/s/ Gladys Fenner Gay LeBreton
GLADYS FENNER GAY LeBRETON

FRANK L. PETERS,
as a Noteholder

/s/ Frank L. Peters
FRANK L. PETERS

SCHEDULE A

CNS RESPONSE, INC.	CNS Response, Inc. 85 Enterprise, Suite 410 Aliso Viejo, CA 92656 Attention: Paul Buck, Chief Financial Officer Fax: (866) 867-4446 E-Mail: pbuck@cnsresponse.com
RSJ PRIVATE EQUITY INVESTIČNÍ FOND S PROMĚNNÝM ZÁKLADNÍM KAPITÁLEM, A.S.	Florentinum, Na Florenci 2116/15, Praha 1, 110 00 Czech Republic Attention: Jan Vyhnalek E-Mail: jan.vyhnalek@rsjpe.com
JOHN PAPPAJOHN	2116 Financial Center Des Moines, IA 50309 E-Mail: John@pappajohn.com
THOMAS T. AND ELIZABETH C. TIERNEY FAMILY TRUST	2802 Dow Avenue Tustin, CA 92780-7212 Attention: Thomas Tierney E-mail: t3@vitatech.com
DECLARATION OF TRUST OF ROBERT J. FOLLMAN AND CAROLE A. FOLLMAN, DATED AUGUST 14, 1979	c/o RA Industries, LLC. 3207 West Pendleton Santa Ana, CA 92704 Attention: Robert Follman E-Mail: robert.follman@ra-industries.com
OMAN VENTURES, LLC	1588 Burr Oaks Dr. West Des Moines, IA 50266 Attention: Mark Oman E-Mail: mark.oman@me.com
BIOBRIT, LLC	5462 Soledad Road La Jolla, CA 92037 Attention: Dan Bradbury E-Mail: dan@biobrit.com
MICHAEL L. MEYER LIVING TRUST	180 Newport Center Dr. Suite 230 Newport Beach, CA 92660 Attention: Michael L. Meyer E-Mail: mmeyer@trp-llc.com
GLADYS FENNER GAY LeBRETON	6126 St. Charles Ave. New Orleans, LA 70118 E-Mail: glebreton@chaffe-associates.com
FRANK L. PETERS	79 Park Avenue Oakville Ontario L6J 3Y1 E-Mail: fpeters@sevenseascsm.com

**WRITTEN CONSENT
OF
THE NOTEHOLDERS
OF
MYND ANALYTICS, INC.**

The undersigned, being the Majority Holders of that certain Second Amended and Restated Note Purchase Agreement dated as of December 23, 2015 (the "**Agreement**"), by and among MYnd Analytics, Inc., f/k/a CNS Response, Inc., a Delaware Corporation (the "**Company**"), and certain of the investors listed on Schedule A thereto (each, an "**Investor**," and together, the "**Investors**"), consent to the adoption of the following resolutions (certain capitalized terms used but not defined herein have the meanings assigned to them in the Agreement.):

WHEREAS, since June, 2009 the Company has been involved in litigation with Leonard J. Brandt and Brandt Ventures, GP in a number of civil actions in multiple venues, including litigation in the Superior Court for the State of California, Orange County captioned *Leonard J. Brandt and Brandt Ventures, GP v. CNS Response, Inc., Sail Venture Partners and David Jones*, Superior Court for the State of California, Orange County, case no. 30-2011-00465655-CU-WT-CJC, and the Court of Chancery of the State of Delaware, captioned *Leonard J. Brandt v. CNS Response, Inc.*, C.A. No. 7652-VGS, respectively (together, referred to as the "**Litigation**"); and

WHEREAS, the Company, Leonard J. Brandt and Brandt Ventures, GP entered into a Settlement Agreement (the "**Settlement Agreement**") to resolve the Litigation, pursuant to which the Company must issue (i) a secured convertible promissory note in the amount of \$50,000 and (ii) a warrant to purchase up to 1,000,000 paid and non-assessable shares of the Company's common stock at an initial exercise price of \$0.05 per share;

WHEREAS, the Company intended to issue a note under the Agreement to Mr. Brandt in the amount of \$50,000 (the "**Brandt Note**") and a warrant to purchase 1,000,000 shares of common stock (the "**Brandt Warrant**"), as required pursuant to the terms of the Settlement Agreement; and

WHEREAS, pursuant to Section 1.3 of the Agreement, the Company's ability to issue notes and warrants under the Agreement expired on August 11, 2016; and

WHEREAS, the Investors executing this Written Consent constitute the Majority Holders (as defined in the Agreement) and hold Notes (as defined in the Agreement) whose aggregate principal amount represents a majority of the total outstanding principal amounts of all the current outstanding Notes under the Agreement, including RSJ Private Equity investiční fond s proměnným základním kapitálem, a.s. f/k/a RSJ Private Equity uzavřený investiční fond a.s.; and

WHEREAS, in accordance with Section 4.3 of the Agreement, the Investors executing this Written Consent now desire to amend Section 1.3 of the Agreement for the purpose of extending the period of time by which the Company is permitted to complete fundraising thereunder to issue the Brandt Note and Brandt Warrant;

NOW THEREFORE LET IT BE:

RESOLVED, that the Investors executing this Written Consent agree to amend the Agreement in the form as attached as Exhibit A hereto.

This Written Consent may be signed in two or more counterparts, each of which shall be deemed an original, and all of which shall be deemed one instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned noteholders have duly executed this Written Consent as of August 15, 2016.

By: /s/ Jan Vyhnalek
Name: Jan Vyhnalek
Title: Statutory Director
RSJ Private Equity investiční fond s proměnným základním kapitálem, a.s., a Czech joint stock corporation registered in the Commercial Register maintained by the Municipal Court of Prague under section B, file number 16313, identification number 24704415, with its registered office at Na Florenci 2116/15, Nové Město, 110 00 Praha 1, Czech Republic and acting in respect of its sub-fund (podfond) RSJ Gradus podfond, RSJ Private Equity investiční fond s proměnným základním kapitálem, a.s. and its assigns

By: /s/ John Pappajohn
Name: John Pappajohn
Title: Investor

By: _____
Name: Thomas T. Tierney
Title: Trustee
Thomas T. and Elizabeth C. Tierney Family Trust

[Signature Page to Written Consent]

EXHIBIT A

AMENDMENT NO.1

TO

**SECOND AMENDED AND RESTATED
NOTE AND WARRANT PURCHASE AGREEMENT**

THIS AMENDMENT NO. 1 (this "**Amendment**") to that SECOND AMENDED AND RESTATED NOTE AND WARRANT PURCHASE AGREEMENT (the "**Second Amended Agreement**") is made as of August 15, 2016, by and among MYnd Analytics, Inc., f/k/a CNS Response, Inc., a Delaware corporation (the "**Company**"), and the certain investors hereto (each, an "**Investor**" and together, the "**Investors**").

RECITALS

WHEREAS, the Company entered into that certain Note Purchase Agreement, dated as of September 22, 2014, with those certain investors named therein (the "**Original Agreement**");

WHEREAS, the Company entered into that certain Amendment No. 1 to the Note Purchase Agreement, dated as of April 14, 2015, with those certain investors named therein ("**Amendment No. 1**"), to increase the aggregate amount of notes issuable thereunder, and extend the period of time by which the Company was permitted to complete such fundraising; and

WHEREAS, the Company entered into that certain Amended and Restated Note Purchase Agreement, dated as of June 2, 2015, with those certain investors named therein (the "**Amended and Restated Note Purchase Agreement**"), solely to update the Original Agreement, as amended by Amendment No. 1, for the revisions provided by Amendment No.1; and

WHEREAS, the Company entered into that certain Omnibus Amendment to the Amended and Restated Note Purchase Agreement and the notes, dated as of September 14, 2015, with those certain investors named therein (the "**Omnibus Amendment**"), to amend the Amended and Restated Note Purchase Agreement and the notes to set the conversion price of all notes purchased and sold pursuant to the Amended and Restated Note Purchase Agreement, both those that have been purchased and sold before the date of the Omnibus Amendment and those that were purchased and sold at any time thereafter, in the event of a qualified financing conversion or a voluntary conversion, at \$0.05 per share (as adjusted for stock splits, stock dividends, combinations or the like affecting the common stock of the Company); and

WHEREAS, the Company entered into that certain Second Amended Agreement, dated as of December 23, 2015, to amend and restate the Amended and Restated Note Purchase Agreement, as amended by the Omnibus Amendment.

WHEREAS, this Amendment extends the period of time by which the Company may conduct "Additional Closings", as defined in the Second Amended Agreement.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Investors executing this Amendment agree as follows:

Section 1. Amendment to Section 1.3, "Additional Closings". Section 1.3 of the Second Amended Agreement is hereby amended by deleting the third sentence therein in its entirety, and replacing it with the following:

“Such Additional Closings may occur at anytime prior to September 1, 2016, and provided that the Company shall have the sole discretion to terminate the sales of Notes and Warrants at any time without notice to any existing Inventor or potential Investor.”

Section 1.2. No Further Amendment. Except as expressly amended by this Amendment, the Second Amended Agreement are in all respects ratified and confirmed and all the terms, conditions, and provisions thereof shall remain in full force and effect. This Amendment is limited precisely as written and shall not be deemed to be an amendment to any other term or condition of the Second Amended Agreement or any of the documents referred to therein.

Section 1.3. Effect of Amendment. This Amendment shall amend and form a part of the Second Amended Agreement for all purposes and is expressly incorporated into the Second Amended Agreement, and the Company and each party hereto shall be bound hereby. From and after the execution of this Amendment by the parties hereto, any references to the Second Amended Agreement shall be deemed a reference to the Second Amended Agreement as amended hereby. This Amendment shall be deemed to be in full force and effect from and after the execution of this Amendment by the parties hereto. To the extent that any term or provision of this Amendment may be deemed expressly inconsistent with any term or provision in the Second Amended Agreement, the terms and provisions of this Amendment shall control.

Section 1.4. Entire Agreement. Subject to Section 1.3 of this Amendment, the Second Amended Agreement, as amended by this Amendment, constitute the complete understanding of the Company and the Investors, regarding the subject matter hereof and supersede any and all other agreements, either oral or in writing, between the Company and the Investors with respect to the subject matter hereof and thereof, and no other statement or promise relating to the subject matter hereof or thereof which is not contained herein or therein, shall be valid or binding.

Section 1.5. Other Provisions. The following sections of the Second Amended Agreement are hereby incorporated by reference into, and made applicable to, this Amendment as if set forth herein, *mutatis mutandis*: Section 4.3 (Amendments and Waivers); Section 4.4 (Notices); Section 4.6 (Governing Law); Section 4.7 (Severability) and Section 4.8 (Binding Effect; Assignment).

[Signature Page Follows]

The Company and the Investors below named have caused this Amendment to be executed by their respective officers thereunto duly authorized, in each case as of the date first written above.

MYND ANALYTICS, INC.

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

MAJORITY HOLDERS:

By: /s/ Jan Vyhnalek
Name: Jan Vyhnalek
Title: Statutory Director
RSJ Private Equity investiční fond s proměnným základním kapitálem, a.s., a Czech joint stock corporation registered in the Commercial Register maintained by the Municipal Court of Prague under section B, file number 16313, identification number 24704415, with its registered office at Na Florenci 2116/15, Nové Město, 110 00 Praha 1, Czech Republic and acting in respect of its sub-fund (podfond) RSJ Gradus podfond, RSJ Private Equity investiční fond s proměnným základním kapitálem, a.s. and its assigns

By: /s/ John Pappajohn
Name: John Pappajohn
Title: Investor

By: _____
Name: Thomas T. Tierney
Title: Trustee
Thomas T. and Elizabeth C. Tierney
Family Trust
