

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): **November 13, 2017**

MYND ANALYTICS, INC.

(Exact name of Company as specified in its charter)

Delaware
(State or other
jurisdiction of
incorporation)

001-35527
(Commission File No.)

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

26522 La Alameda
Mission Viejo, CA 92691
(Address of principal executive offices)

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

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging Growth Company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01. Entry into a Material Definitive Agreement.

Equity Purchase Agreement

On November 13, 2017, MYnd Analytics, Inc. (the “Company”) entered into an equity purchase agreement (the “Agreement”) with Arcadian Telepsychiatry Services LLC (“Arcadian”) and Mr. Robert Plotkin, pursuant to which the Company acquired all of the issued and outstanding membership interests (the “Equity Interests”) of Arcadian from Mr. Plotkin. In consideration for the Equity Interests, the Company entered into an employment agreement with Mr. Plotkin, pursuant to which the Company will continue to employ Mr. Plotkin as the CEO of Arcadian for an annual salary of \$215,000, and entered into the Guaranty (as described below).

The Agreement contains representations, warranties and covenants of the Company, Arcadian and Mr. Plotkin that are customary for a transaction of this nature.

A copy of the Equity Purchase Agreement is filed as Exhibit 10.1 hereto and is incorporated herein by reference.

Side Agreement and Seed Capital Amendment

In connection with the Agreement, Arcadian entered into the Side Agreement and Seed Capital Amendment with BFTP, pursuant to which BFTP waived its rights (a) to an equity conversion contemplated by the existing funding agreements (as they may be amended, supplemented or otherwise modified from time to time, the “BFTP Loan Documents”) between Arcadian and BFTP, under which BFTP has loaned Arcadian, as of August 31, 2017, the aggregate principal amount of \$700,000.00 and upon which an aggregate of \$85,495.92 of interest had then accrued (collectively, the “Loan Amount”) and (b) to act as an observer to Arcadian’s board. Under the Side Agreement and Seed Capital Amendment, Arcadian acknowledged and reaffirmed all of BFTP’s claims, encumbrances granted by Arcadian to BFTP, and BFTP’s other rights, interests and remedies pursuant to the BFTP Loan Documents and otherwise. The effectiveness of the Side Agreement and Seed Capital Amendment are conditioned upon (i) Arcadian making a one-time payment to BFTP of \$175,000.00 as payment for the redemption and cancellation of two warrants to purchase equity interests in Arcadian and (ii) the Company entering into a guaranty with respect to Arcadian’s obligations (including the Loan Amount) to BFTP under the BFTP Loan Documents, as amended by the Side Agreement and Seed Capital Amendment. Upon satisfaction of the foregoing conditions, the aforementioned BFTP rights will be waived and BFTP warrants will be cancelled. The Side Agreement and Seed Capital Amendment further provide that following the closing of the transactions contemplated by the Agreement, the Company will be obligated to complete all financial reporting due to BFTP under the BFTP Loan Documents.

Guaranty

In connection with the Agreement and the Side Agreement and Seed Capital Amendment, the Company executed an absolute, unconditional, irrevocable and continuing guaranty and suretyship (the “Guaranty”) in favor of BFTP, pursuant to which it unconditionally guaranteed the prompt payment and performance, when due, of all loans (including the Loan Amount), advances, debts, liabilities, obligations, covenants and duties owing by Arcadian to the BFTP under the BFTP Loan Documents. By virtue of the Guaranty, if Arcadian defaults under any obligation under the BFTP Loan Documents, the Company will be required to pay the amount then due to BFTP.

The Guaranty contains representations, warranties, covenants, conditions events of default and indemnities that are customary for agreements of this type.

The foregoing description of the Guaranty does not summarize or include all terms relating to the Guaranty, and is qualified in its entirety by reference to the full text of the Guaranty, which is filed as Exhibit 10.2 hereto and is incorporated herein by reference.

Item 2.01 Completion of Acquisition or Disposition of Assets

The information set forth under “Equity Purchase Agreement” in Item 1.01 is incorporated herein by reference in its entirety.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant

The information set forth under “Guaranty” in Item 1.01 is incorporated herein by reference in its entirety.

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

The Company entered into an employment agreement with Mr. Plotkin, a copy of which is filed as Exhibit 10.3 hereto and is incorporated herein by reference, pursuant to which the Company will continue to employ Mr. Plotkin as the CEO of Arcadian for an annual salary of \$215,000.

Item 7.01 Regulation FD Disclosure

On November 14, 2017, the Company issued a press release announcing the entry into the Equity Purchase Agreement. A copy of that press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

As provided in General Instruction B.2 of Form 8-K, the information in this Item 7.01 and Exhibit 99.1 incorporated herein shall not be deemed to be “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, nor shall they be deemed to be incorporated by reference in any filing under the Securities Act of 1933, as amended, except as shall be expressly set forth by specific reference in such a filing.

Item 9.01. Financial Statements and Exhibits*(a) Financial Statements of Business Acquired*

The Company will file the financial statements required by Item 9.01(a) of Form 8-K by an amendment to this Current Report on Form 8-K, which filing is due no later than 71 days from the date this Current Report on Form 8-K is required to be filed.

(b) Pro Forma Financial Information

The Company will file the financial information required by Item 9.01(b) of Form 8-K by an amendment to this Current Report on Form 8-K, which filing is due no later than 71 days from the date this Current Report on Form 8-K is required to be filed.

(d) Exhibits

Exhibit No.	Description
<u>10.1</u>	<u>Equity Purchase Agreement, dated as of November 13, 2017, by and among the Company, Arcadian Telepsychiatry Services LLC, and Robert Plotkin*</u>
<u>10.2</u>	<u>Guaranty of MYnd Analytics, Inc. dated November 13, 2017</u>
<u>10.3</u>	<u>Employment Agreement with Robert Plotkin, dated November 13, 2017</u>
<u>99.1</u>	<u>Press Release dated November 14, 2017</u>

*Schedules, annexes and exhibits have been omitted pursuant to Item 601(b)(2) of Regulation S-K. A copy of any omitted schedule, annex or exhibit will be furnished supplementally to the Securities and Exchange Commission upon request; provided, however that the Company may request confidential treatment pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended, for any schedules, annexes or exhibits so furnished.

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.

November 15, 2017

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

EQUITY PURCHASE AGREEMENT

DATED AS OF

NOVEMBER 13, 2017

BY AND AMONG

MYND ANALYTICS, INC.,

ARCADIAN TELEPSYCHIATRY SERVICES LLC,

AND MR. ROBERT PLOTKIN

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EXHIBITS

A	—	Employment Agreement
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EQUITY PURCHASE AGREEMENT

THIS EQUITY PURCHASE AGREEMENT (this "Agreement") is made as of November 13, 2017 by and among MYnd Analytics, Inc., f/k/a CNS Response, Inc., a Delaware corporation ("Buyer"), Arcadian Telepsychiatry Services LLC, a Delaware limited liability company (the "Company"), and Mr. Robert Plotkin, an individual resident in the State of Pennsylvania ("Seller"). Buyer, Seller and the Company shall be referred to herein from time to time collectively as the "Parties."

RECITALS:

WHEREAS, Buyer owns 100% of the issued and outstanding Equity Interests of the Company (the "Company Units");

WHEREAS, upon the terms and conditions set forth herein, Buyer desires to purchase from Seller and Seller desires to sell to Buyer, all of the Company Units.

NOW, THEREFORE, in consideration of the mutual covenants made in this Agreement, and of other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties to this Agreement, each intending to be legally bound, agree as follows:

ARTICLE 1 CERTAIN DEFINITIONS

Section 1.1 Certain Definitions. As used in this Agreement, the following terms have the respective meanings set forth below.

"Affiliate" means, with respect to any Person, any other Person who directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlled" and "controlling" have meanings correlative thereto. For the avoidance of doubt, after the Closing, Affiliates of Buyer will include the Company.

"Affiliate Transactions" has the meaning set forth in Section 3.17.

"Agreement" has the meaning set forth in the preamble to this Agreement.

"Assets" has the meaning set forth in Section 3.16.

"Business" means the business operated by the Company, or contemplated to be operated by the Company, as of the date of this Agreement.

"Business Day" means a day, other than a Saturday or Sunday, on which commercial banks in New York City are open for the general transaction of business.

“Buyer” has the meaning set forth in the preamble to this Agreement.

“Closing” has the meaning set forth in Section 2.2.

“Closing Date” has the meaning set forth in Section 2.2.

“Code” means the Internal Revenue Code of 1986, as amended.

“Company” has the meaning set forth in the preamble to this Agreement.

“Company Intellectual Property” has the meaning set forth in Section 3.11(a).

“Company Material Adverse Effect” means a change, effect, event or circumstance that, individually or in the aggregate, has been, is or would reasonably be expected to be materially adverse to the assets, liabilities, business, operations or condition (financial or otherwise) of the Company, but shall exclude any changes, effects, events or circumstances resulting from (i) general economic, banking, currency, capital market, regulatory, political, labor, social, environmental or other similar conditions (including acts of war, declared or undeclared, armed hostilities, terrorism, natural disasters or other force majeure events), (ii) general business or economic conditions affecting the industries in which the Company operates, (iii) any changes in GAAP or the interpretation thereof, (iv) changes in any Laws, rules, regulations, orders, or other binding directives issued by any Governmental Entity, or (v) any failure by the Company to meet any internal or published projections, forecasts or revenue or earnings predictions (provided, however, that any change, effect, event or circumstance that caused or contributed to such failure to meet any projections, forecasts or estimates shall not be excluded from being taken into account in determining whether there has been a Company Material Adverse Effect); provided, however, that the matters described in clauses (i), through (iv) shall be included in the term “Material Adverse Effect” if such change, effect, event or circumstance has a disproportionately adverse effect on the Company relative to other participants in the industry in which the Company operates.

“Company’s Knowledge” or “Knowledge of the Company” means, as it relates to Seller or the Company, as of the applicable date, the knowledge, after due inquiry, of Seller.

“Company Registered IP” has the meaning set forth in Section 3.11(a).

“Confidential Information” has the meaning set forth in Section 6.1.

“Contract” means all written contracts, agreements, arrangements, leases, licenses, obligations, sales and purchase orders, commitments, and other written arrangements or undertakings that are binding, or purport to be binding by their terms, on the parties thereto, and any outstanding bids or proposals (which bids or proposals if accepted by the recipient thereof would result in a binding contract).

“Consents” means consents, approvals, exemptions, waivers, authorizations, filings, registrations and notifications.

“Equity Interests” means equity interests and options, profits interests, warrants, rights to subscribe to, purchase rights, calls or commitments made by the Company containing any equity features, or Contracts, understandings or arrangements, compensatory equity or equity-linked interests with respect to the common units or other equity or voting interests in, the Company, including without limitation, any options, appreciation rights, profits interests, restricted units, phantom equity or similar awards or rights.

“Employee Benefit Plan” means (i) each “employee benefit plan” (as such term is defined in Section 3(3) of ERISA or any similar plan subject to Laws of a jurisdiction outside of the United States), (ii) each employment, consulting, advisor or other service agreement or arrangement, (iii) each noncompetition, nondisclosure, nonsolicitation, severance, pension, retirement, supplemental retirement, excess benefit, profit sharing, bonus, incentive, deferred compensation, retention, transaction, change in control and similar plan, program, arrangement, agreement, policy or commitment, (iii) each compensatory option, restricted unit, performance unit, unit appreciation, deferred unit or other equity or equity-based plan, program, arrangement, agreement, policy or commitment, (iv) each savings, life, health, disability, accident, medical, dental, vision, cafeteria, insurance, flex spending, adoption/dependent/employee assistance, tuition, other welfare fringe benefit and each other employee benefit plan, program or arrangement maintained, sponsored or contributed to by the Company or under which the Company has any obligation or liability (whether actual or contingent, direct or indirect) to provide compensation or benefits to or for the benefit of any of its current or former employees, consultants, managers or directors, beneficiaries or other dependents thereof (other than any statutory plan, program or arrangement that is required under applicable Law, other than the Laws of the United States, and maintained by any Governmental Entity).

“Environmental Laws” means all applicable federal, state, local and foreign statutes, regulations, and ordinances concerning pollution or protection of the environment human health or safety or the welfare of any other living organism from hazardous materials, substances or wastes including all those relating to the generation, handling, transportation, treatment, storage, disposal, distribution, labeling, discharge, release, control, or cleanup of any hazardous materials, substances or wastes, as such of the foregoing are enacted and in effect on or prior to the Closing Date.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“GAAP” means United States generally accepted accounting principles.

“Governing Documents” means the legal document(s) by which any Person (other than an individual) establishes its legal existence or which govern its internal affairs. For example, the “Governing Documents” of a corporation are its certificate of incorporation and by-laws, the “Governing Documents” of a limited partnership are its limited partnership agreement and certificate of limited partnership and the “Governing Documents” of a limited liability company are its limited liability company agreement and certificate of formation.

“Governmental Entity” means any domestic or foreign national, federal, state, provincial, county, municipal, regional or local governmental body, or any political subdivision thereof, and any entity, department, commission, bureau, agency, authority, board, court or other similar body or quasi-governmental body of competent jurisdiction exercising executive, legislative, judicial, regulatory or administrative functions of any such governmental body or political subdivision thereof.

“Hazardous Materials” means any hazardous, acutely hazardous, or toxic substance or waste defined and regulated as such, or any other material, substance or waste for which liability or standards of conduct can be imposed, under applicable Environmental Laws, including the federal Comprehensive Environmental Response, Compensation and Liability Act or the federal Resource Conservation and Recovery Act.

“Healthcare Laws” means (i) all federal and state fraud and abuse laws regulating health services or payment, including, 42 U.S.C. § 1320a-7b(b) (“Anti-Kickback Statute”), the other provisions of 42 U.S.C. §1320a-7b, 42 U.S.C. § 1395nn (“Stark Law”), 31 U.S.C. § 3729 et seq. (“False Claims Act”), 42 U.S.C. § 1320a-7 (“Exclusion Statute”), 42 U.S.C. § 1320a-7a (“Civil Monetary Penalty Law”), 18 U.S.C. § 1347, 42 U.S.C. 1320a-7h (“Open Payments Law”) and similar state laws governing the sales and marketing of drugs, biologics and medical devices, and the regulations promulgated pursuant to such statutes, (ii) the Federal Food, Drug and Cosmetic Act (21 U.S.C. §§ 301, et seq.) and the regulation promulgated thereunder, (iii) the Health Insurance Portability and Accountability Act of 1996 and (iv) any other federal or state laws pertaining to the arrangement, delivery or payment for healthcare services applicable to the Company.

“Indebtedness” means, with respect to any Person at any date, without duplication: (i) all obligations of such Person for borrowed money, (ii) all obligations of such Person evidenced by bonds, debentures or notes (other than any surety bonds or similar instruments issued in the ordinary course of business), (iii) all obligations of such Person in respect of letters of credit, to the extent drawn, and bankers’ acceptances issued for the account of such Person, (iv) obligations of such Person under or pursuant to any capital leases, (v) all obligations of such Person for the deferred purchase price of property or services (other than trade debt, trade payables and short-term accruals), (vi) all obligations of such Person in respect of guaranties, in any manner, of all or any part of any Indebtedness of any other Person and (vii) any accrued interest, prepayment premiums or penalties related to any of the foregoing.

“Intellectual Property Rights” means all intellectual property of any kind or nature, in any jurisdiction, including: all patents, copyrights, trademarks, service marks, logos, corporate names and trade names, together with all goodwill associated with any trademarks, service marks, logos, corporate names and trade names and all issuances, registrations and applications for any of the foregoing, intellectual property rights in Software, Internet domain names and all registrations therefor, and trade secrets, confidential business information and other proprietary information (including ideas, know-how, formulas, compositions, inventions, processes and techniques, research and development information, research records, records of inventions, test information, technical drawings and designs, specifications, financial, business and technical data, customer and supplier lists and data, pricing and cost information and business and marketing plans and proposals).

“Law” or “Laws” means, at the applicable time, each provision of any then currently existing federal, state, regional, provincial, local or foreign laws, including any statute, standard, ordinance, act, code, order, rule, regulation, constitutional provision, decree, promulgation or common law (including, without limitation, Environmental Laws and any laws that regulate or apply to the Business) of any Governmental Entity, and each term of any order, judgment, award or decree then currently existing of any court, arbitrator or tribunal of any Governmental Entity of competent jurisdiction (including, without limitation, the United States Patent and Trademark Office and the United States Office for Civil Rights) that is binding upon the Company.

“Lease” has the meaning set forth in [Section 3.15\(b\)](#).

“Leased Property” has the meaning set forth in [Section 3.15\(b\)](#).

“Lien” means any mortgage, pledge, security interest, encumbrance, lien or charge. For the avoidance of doubt, the term “Lien” shall not be deemed to include any license of Intellectual Property Rights.

“Material Contracts” has the meaning set forth in [0](#).

“Owned Intellectual Property” means all Intellectual Property Rights that are currently owned or purported to be owned by any of the Company.

“Owned Software” means all Software that is currently owned or purported to be owned by any of the Company.

“Parties” has the meaning set forth in the preamble to this Agreement.

“Permit” has the meaning set forth in [Section 3.9\(b\)](#).

“Person” means an individual, partnership, corporation, limited liability company, joint stock company, unincorporated organization or association, trust, joint venture, association or other similar entity, whether or not a legal entity.

“Policies” has the meaning set forth in [Section 3.13](#).

“Proceeding” has the meaning set forth in [Section 3.8](#).

“Receiving Parties” has the meaning set forth in [Section 6.1](#).

“Required Consents” has the meaning set forth in [Section 3.4](#).

“Schedules” means the disclosure schedules to this Agreement delivered to Buyer concurrently with the execution and delivery of this Agreement.

“Seller” has the meaning set forth in the preamble to this Agreement.

“Seller Claim” has the meaning set forth in [Section 6.2](#).

“Seller Releasees” has the meaning set forth in [Section 6.2](#).

“Seller Releasors” has the meaning set forth in [Section 6.2](#).

“Software” means (a) software, firmware, middleware, and computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code, object code, executable or binary code, (b) databases and compilations, including any and all libraries, data and collections of data, whether machine readable, on paper or otherwise, (c) descriptions, flow-charts and other work product used to design, plan, organize, maintain, support or develop any of the foregoing, (d) the technology supporting, and the contents and audiovisual displays on any web sites and (e) all documentation, including programmers’ notes and source code annotations, user manuals and training materials, in each case, strictly relating to use of any of the foregoing, including any translations thereof.

“Subsidiary” means, with respect to any Person, any corporation, company, limited liability company, partnership, association, or other business entity of which (i) if a corporation or a company, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, or trustees thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person or a combination thereof or (ii) if a limited liability company, partnership, association, or other business entity (other than a corporation or a company), a majority of the partnership or other similar ownership interests thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more Subsidiaries of such Person or a combination thereof and for this purpose, a Person or Persons own a majority ownership interest in such a business entity (other than a corporation or a company) if such Person or Persons shall be allocated a majority of such business entity’s gains or losses or shall be a, or control any, managing director or general partner of such business entity (other than a corporation or a company). The term “Subsidiary” shall include all Subsidiaries of such Subsidiary.

“Tax” any federal, state, local or foreign income, gross receipts, branch profits, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, escheat or unclaimed property, environmental, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, registration, ad valorem, value added, alternative or add-on minimum or estimated tax or other tax, duty, levy, impost, fee or charge of any kind whatsoever, including any interest, penalty or addition thereto, whether disputed or not and including any obligation to indemnify or otherwise assume or succeed to the Tax liability of any other Person by Law, by Contract or otherwise.

“Tax Return” means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

“Taxing Authority” means any Governmental Entity that has the power to impose any Tax.

“Transfer Taxes” has the meaning set forth in Section 6.3.

Section 1.2 Interpretation. Unless otherwise indicated to the contrary herein by the context or use thereof: (i) the words, “herein,” “hereto,” “hereof” and words of similar import refer to this Agreement as a whole, including the Schedules and Exhibits, and not to any particular section, subsection, paragraph, subparagraph or clause contained in this Agreement, (ii) masculine gender shall also include the feminine and neutral genders, and vice versa, (iii) words importing the singular shall also include the plural, and vice versa, (iv) the words “include,” “includes” or “including” shall be deemed to be followed by the words “without limitation”, (v) the words “party” or “parties” shall refer to parties to this Agreement, (vi) all references to Articles, Sections, Exhibits or Schedules are to Articles, Sections, Exhibits and Schedules of this Agreement, (vii) the word “or” is disjunctive but not necessarily exclusive, (viii) terms used herein that are not defined herein but are defined in GAAP have the meanings ascribed to them therein, (ix) the words “writing,” “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form, (x) references to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof, (xi) references to any Person include the successors and permitted assigns of that Person, (xii) references from or through any date mean, unless otherwise specified, from and including or through and including, respectively, (xiii) the words “dollar” or “\$” shall mean U.S. dollars and (xiv) the word “day” means calendar day unless Business Day is expressly specified. If any action under this Agreement is required to be done or taken on a day that is not a Business Day, then such action shall be required to be done or taken not on such day but on the first succeeding Business Day thereafter.

ARTICLE 2 PURCHASE AND SALE

Section 2.1 Purchase and Sale of the Company Units Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, Seller shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all right, title and interest in and to the Company Units, free and clear of all Liens, for the consideration specified below in this Article 2.

Section 2.2 Closing of the Transactions Contemplated by this Agreement. The closing of the transactions contemplated by this Agreement (the “Closing”) shall take place simultaneously with the execution of this Agreement at the offices of Dentons US LLP, 1221 Avenue of the Americas, New York, NY 10020-1089. The date on which the Closing actually occurs is hereinafter referred to as and the “Closing Date.”

Section 2.3 Closing.

- (a) **Deliveries by Seller.** At the Closing, Seller shall deliver to Buyer:
 - (i) all reasonably requested instruments of assignment endorsed in blank in proper form for transfer of the Company Units; and
 - (ii) originals of the minute books, statutory registers, equity certificate books, equity certificates and other books and records of the Company.
- (b) **Deliveries by Buyer.** At the Closing, Buyer shall deliver to Seller the employment letter attached hereto as **Exhibit A**.

**ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF THE COMPANY**

The Company and Seller jointly hereby represent and warrant to Buyer as of Closing Date as follows:

Section 3.1 Organization and Qualification. The Company is duly organized, validly existing and in good standing under the Laws of the State of Delaware and the Company has all limited liability power required to own its properties and to carry on its business as now conducted. The Company is duly qualified to do business as a foreign limited liability company and is in good standing in each jurisdiction where such qualification is necessary. True and correct copies of the Governing Documents of the Company, as in effect on the date hereof, have been provided by Seller to Buyer.

Section 3.2 Capitalization of the Company; No Subsidiaries

(a) The Company Units comprise all of the Company's authorized equity interests that are issued and outstanding. All of the Company Units are held beneficially and of record by Seller. Except for the Company Units, there are no outstanding (i) equity securities of the Company, (ii) securities of the Company convertible into or exchangeable for, at any time, equity securities of the Company and (iii) rights to acquire from the Company and no obligations of the Company to issue, any equity securities or securities convertible into or exchangeable for equity securities of the Company. The Company has not at any time issued or granted, and there are no outstanding or authorized, options, profits interests, warrants, rights to subscribe to, purchase rights, calls or commitments made by the Company containing any equity features, or Contracts, understandings or arrangements, compensatory equity or equity-linked interests with respect to the common units or other equity or voting interests in, the Company, including without limitation, any options, appreciation rights, profits interests, restricted units, phantom equity or similar awards or rights.

(b) The Company does not, directly or indirectly, own any equity or similar interest in, or any interest convertible into or exchangeable or exercisable for, at any time, any equity or similar interest in, any corporation, partnership, limited liability company, joint venture or other business association or entity.

Section 3.3 Authority. The Company has the requisite limited liability company power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the Company. This Agreement has been duly executed and delivered by the Company and constitutes a valid, legal and binding agreement of the Company (assuming that this Agreement has been duly and validly authorized, executed and delivered by the other parties thereto), enforceable against the Company in accordance with its terms, except (i) to the extent that enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other Laws affecting the enforcement of creditors' rights generally and (ii) that the availability of equitable remedies, including specific performance, is subject to the discretion of the court before which any proceeding thereof may be brought.

Section 3.4 Consents and Approvals; No Violations. No notice to, filing with, or authorization, consent or approval of any Governmental Entity or third party is necessary for the execution, delivery or performance of this Agreement by the Company or the consummation by the Company of the transactions contemplated hereby. Neither the execution, delivery and performance by the Company of this Agreement nor the consummation by the Company of the transactions contemplated hereby will (i) conflict with or result in any breach of any provision of the Company's Governing Documents, (ii) result in a violation or breach of, or cause acceleration, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of notice, consent, termination, cancellation or acceleration) under any of the terms, conditions or provisions of any Material Contract, Permit or Lease to which the Company is a party, (iii) violate any order, writ, injunction, decree, Law, statute, rule or regulation of any Governmental Entity having jurisdiction over the Company or any of its properties or assets, (iv) result in the creation of any Lien upon, or result in the loss or impairment of the Company's rights in, any of its assets or (v) give rise to any payment or compensation to any employee or other service provider to the Company.

Section 3.5 Company Creditors; No Undisclosed Liabilities. The Company is not entering into the transactions contemplated by this Agreement with the actual intent to hinder, delay or defraud either present or future creditors of the Company. The Company does not have any liability, obligation or commitment whatsoever, whether accrued, absolute, contingent or otherwise, and there is no existing condition, situation, or set of circumstances which is reasonably expected to result in any liability, obligation or commitment, except (a) as and to the extent reflected and adequately reserved against in the Latest Balance Sheet, and (b) liabilities and obligations incurred by the Company since the Latest Balance Sheet Date in the ordinary course of business and that did not arise from any breach of contract, breach of warranty, tort, infringement claim, violation of Law or any Proceeding before any Governmental Authority or arbitrator.

Section 3.6 Absence of Changes. Since the Company was formed, (a) there has not been any Company Material Adverse Effect, and (b) the Company has conducted its business in the ordinary course of business.

Section 3.7 Material Contracts. Except as set forth on Schedule 3.7 (collectively, the "Material Contracts") and except for this Agreement, as of the date of this Agreement, the Company is not a party to or bound by any Contract.

Section 3.8 Litigation. There is no suit, litigation, arbitration, action, claim, investigation, enforcement, proceeding or similar action (each a "Proceeding") pending or, to the Company's Knowledge, threatened in writing against the Company, or any of its members, managers or officers or affecting its business, assets, properties or operations as currently conducted before any Governmental Entity. The Company is not subject to any outstanding order, writ, injunction or decree. The Company has not received any notice of any potential claim which may affect the validity or legality of this Agreement or the transactions contemplated hereby, or the ability of the Company or Seller to execute, deliver and perform this Agreement and the transactions contemplated hereby.

Section 3.9 Compliance with Applicable Law.

(a) The Company is operating and has at all times operated its business in compliance in all material respects with all applicable Laws. The Company has not received notice from any Governmental Entity alleging any failure by it to comply with any Law. There is no outstanding or, to the Company's Knowledge, threatened, order, writ, injunction or decree of any Governmental Entity or arbitration tribunal against or involving the Company, the operation of the business of the Company or the Company Units.

(b) The Company holds all material permissions, registrations, accreditations, exemptions, permits, licenses, approvals, certificates and other authorizations of and from all Governmental Entities required to lawfully conduct the businesses of the Company as presently conducted and to own, operate, or use, as applicable, its assets and properties (collectively, the "Permits" and, individually, a "Permit"). Schedule 3.9(b) identifies all Permits held by the Company. Each Permit is valid and subsisting in accordance with its terms, is in full force and effect, and has not been suspended, revoked, canceled or adversely modified. The Company is in compliance with the terms of each Permit and has not committed any act or omitted to take any action that could cause it to lose the benefit of or jeopardize the renewal of any Permit. There are no claims pending or, to the Company's Knowledge, threatened that seek the revocation, cancellation, suspension or any adverse modification of any Permit. The Company is, and at all times has been, in compliance with the terms and requirements of all Permits.

(c) No Government Entity has initiated, or notified the Company of its intent to initiate, any investigation, inquiry, enforcement action, or adverse proceeding regarding the Company with respect to its compliance with applicable Law or regulations.

Section 3.10 Environmental Matters. The Company is in compliance with all applicable Environmental Laws in all material respects. There has been no treatment, storage, disposal or release of or exposure of any Person to any Hazardous Materials on any properties owned or leased by the Company or as a result of any activity of the Company during the time such properties were owned or leased by the Company, in each case so as to give rise to any liability for the Company under any applicable Environmental Law. The Company has not received any notice of any violation of, or liability or investigatory, corrective or remedial obligation under, any Environmental Laws.

Section 3.11 Intellectual Property.

(a) Schedule 3.11(a) sets forth a true and complete list of all registered trademarks, service marks or trade names, applications to register trademarks and service marks, issued patents, patent applications, registered copyrights, applications to register copyrights and domain name registrations, in each case, owned or filed by or on behalf of the Company on the date hereof (collectively, "Company Registered IP"), specifying as to each such item, the owner, the jurisdiction, the application, and the registration or issuance number. All right, title and interest in and to all Company Registered IP, and all other Intellectual Property Rights necessary for or used in the business or operations of the Company as presently conducted, (collectively, "Company Intellectual Property") is owned by the Company free and clear of all liens, or, to the Company's Knowledge, is used or held for use in the business or operations of the Company pursuant to a valid license. There is no pending or, to the Company's Knowledge, threatened Proceeding that challenges the validity, enforceability, registration, ownership or use of any of the Company Registered IP, and each item of material Company Registered IP is subsisting and has not been abandoned or cancelled, has been maintained effective by all requisite filings, renewals and payment and remains in full force and effect.

(b) The Company has secured valid written assignments from all consultants and contractors who have contributed to the creation or development of Owned Intellectual Property (including Owned Software), of any rights to such contributions that the Company does not already own by operation of Law and (ii) no employee of the Company involved in the development of Owned Intellectual Property has any ownership right in or to any such Intellectual Property Rights developed for, or on behalf, the Company.

(c) The Company is not infringing upon, diluting, misappropriating or otherwise violating any Intellectual Property Rights of any third party, (B) there is no pending or, to the Company's Knowledge, threatened Proceeding involving an allegation that the Company has infringed, misappropriated, diluted or otherwise violated any Intellectual Property Rights of any third party and (C) the Company has not received any written notice or claim asserting any such infringement, dilution, misappropriation or other violation.

Section 3.12 Employee Matters.

(a) As of the date hereof, the Company employs five full-time employees and no part-time employees and engages 18 consultants or independent contractors.

(b) None of its employees, consultants or independent contractors is obligated under any contract (including licenses, covenants or commitments of any nature) or other agreement, or subject to any judgment, decree or order of any court or administrative agency, that would materially interfere with such employee's ability to promote the interest of the Company or that would conflict with the Company's business.

(c) The Company is not delinquent in payments to any of its employees, consultants, or independent contractors for any wages, salaries, commissions, bonuses, or other direct compensation for any service performed for it to the date hereof or amounts required to be reimbursed to such employees, consultants or independent contractors. The Company has complied in all material respects with all applicable state and federal equal employment opportunity laws and with other laws related to employment, including those related to wages, hours, worker classification and collective bargaining. The Company has withheld and paid to the appropriate governmental entity or is holding for payment not yet due to such governmental entity all amounts required to be withheld from employees of the Company and is not liable for any arrears of wages, taxes, penalties or other sums for failure to comply with any of the foregoing.

(d) The employment of each employee of the Company is terminable at the will of the Company. Upon termination of the employment of any such employees, no severance or other payments will become due. The Company has no policy, practice, plan or program of paying severance pay or any form of severance compensation in connection with the termination of employment services.

(e) Schedule 3.12 sets forth each Employee Benefit Plan. The Company has made all required contributions and has no liability to any such employee benefit plan, other than liability for health plan continuation coverage described in Part 6 of Title I(B) of ERISA, and has complied in all material respects with all applicable laws for any such Employee Benefit Plan.

(f) The Company is not bound by or subject to (and none of its assets or properties is bound by or subject to) any written or oral, express or implied, contract, commitment or arrangement with any labor union, and no labor union has requested or, to the knowledge of the Company, has sought to represent any of the employees, representatives or agents of the Company.

(g) None of the Company's employees, members or managers has been (i) subject to voluntary or involuntary petition under the federal bankruptcy laws or any state insolvency law or the appointment of a receiver, fiscal agent or similar officer by a court for his business or property; (ii) convicted in a criminal proceeding or named as a subject of a pending criminal proceeding (excluding traffic violations and other minor offenses); (iii) subject to any order, judgment or decree (not subsequently reversed, suspended, or vacated) of any court of competent jurisdiction permanently or temporarily enjoining him from engaging, or otherwise imposing limits or conditions on his engagement in any securities, investment advisory, banking, insurance, or other type of business or acting as an officer or director of a public company; or (iv) found by a court of competent jurisdiction in a civil action or by the Securities and Exchange Commission or the Commodity Futures Trading Commission to have violated any federal or state securities, commodities, or unfair trade practices law, which such judgment or finding has not been subsequently reversed, suspended, or vacated.

Section 3.13 Insurance. Schedule 3.13 contains a list of all material policies of fire, liability, workers' compensation, property, casualty and other forms of insurance owned or held by the Company as of the date of this Agreement (the "Policies"). All of the Policies are, as of the date of this Agreement, in full force and effect, all premiums with respect thereto covering all periods up to and including the Closing Date will have been paid. Neither the Company or, to the Knowledge of the Company, the Company Subsidiary, are not in breach or default, the Company has not taken any action or failed to take any action which, with notice or the lapse of time, would constitute such a breach or default, or permit termination or modification, of any of the Policies. As of the date hereof, no written notice of cancellation or termination has been received by the Company with respect to any such Policy. The Company and its assets and properties are insured in amounts no less than as required by applicable Law and any Contract to which the Company, as applicable, is a party. No pending claims made by or on behalf of the Company under the Policies have been denied or are being defended against third parties under a reservation of rights by an insurer thereof. The Company has not been refused any insurance with respect to its assets or operations, nor has the Company's coverage been limited, by any insurance carrier to which any of them has formally applied for any such insurance or with which it has carried insurance. For any insurance policy with a "claims-made" reporting trigger, the Company has reported all claims and all circumstances which may give rise to any claim (as "claim" is defined in such insurance policy) to any respective insurance carrier.

Section 3.14 Tax Matters.

- (a) The Company has timely filed all Tax Returns required to be filed by it and all such Tax Returns are true, complete and correct in all material respects.
- (b) The Company has, within the time and manner prescribed by applicable Law, paid all Taxes required to be paid by it and has withheld and timely paid over to the applicable Taxing Authority all Taxes it is required to withhold from any amounts payable to any employee, creditor, independent contractor or other Person.
- (c) With respect to any period for which Tax Returns have not yet been filed or for which Taxes are not yet due or owing, the Company have made adequate accruals for such current Taxes on the Financial Statements as and to the extent required by GAAP, and since the Latest Balance Sheet Date, the Company has not incurred any liability for Taxes outside of the ordinary course of business.
- (d) No deficiencies for any Taxes have been proposed, asserted, assessed, or to the knowledge of the Company, threatened against, or with respect to, the Company that have not been paid or settled in full, and the Company (i) is not the subject of any pending audit, inspection, inquiry or other proceeding with respect to Taxes and (ii) has not received notice of any potential audit, inspection, inquiry or proceeding with respect to Taxes.
- (e) The Company has not taken any action having the effect of causing any extension of time within which to file any Tax Return which Tax Return has not since been filed, and the Company has not waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency.
- (f) There are no Liens with respect to Taxes upon any of the assets of the Company except for statutory liens for Taxes not yet due and payable.
- (g) The Company is a party to any Contract providing for the allocation, sharing, or indemnification of Taxes.
- (h) No claim has ever been made by a Governmental Entity that the Company is or may be subject to Tax in a jurisdiction where it does not file income or franchise Tax Returns.
- (i) The Company has never been a party to a transaction that is or is substantially similar to a "reportable transaction," as such term is defined in Treasury Regulations Section 1.6011-4(b).
- (j) The Company is and since inception has been properly treated as a partnership or a disregarded entity for U.S. federal and applicable state income tax purposes.
- (k) There is no contract, agreement, plan or arrangement to which the Company is a party which requires the Company to pay a Tax gross-up or reimbursement payment to any Person, including without limitation, with respect to any Tax-related payments under Section 409A of the Code or Section 280G of the Code.

Section 3.15 Real Property; Personal Property.

(a) The Company does not own, directly or indirectly, any real property or interests in real property. The Company is a not party to any agreement or option to purchase any real property or interest therein relating to the business of the Company.

(b) Schedule 3.15(b) sets forth (whether as lessee or lessor) a list of all leases (each a "Lease") of real property (the "Leased Property") to which the Company is a party or by which the Company is bound. The Company has made available to Buyer a true and correct copy of all Leases, together with all amendments, waivers or other changes thereto. Except as set forth on Schedule 3.15(b), each Lease is valid and binding on the Company, enforceable in accordance with its terms (subject to proper authorization and execution of such Lease by the other party thereto and subject to applicable bankruptcy, insolvency, reorganization, moratorium or other Laws affecting generally the enforcement of creditors' rights and subject to general principles of equity). The Company is not and, to the Knowledge of the Company, no other party thereto is, in breach of, or default or violation under, any Lease and no event has occurred that with notice or lapse of time, or both, would constitute such a breach, default or violation. The Company has never received written notice of any default under any Lease.

(c) The Company has not subleased or otherwise granted any Person the right to use or occupy any Leased Property. The Company has not collaterally assigned or granted any other security interest in the Leased Property or any interest therein.

Section 3.16 Assets.

(a) The Company has good title to, or a valid leasehold interest in or license to, the tangible personal property used in the operation of the business of the Company as presently conducted (collectively, the "Assets"), free and clear of any Liens. The Assets are fit for the purposes for which they are used or intended to be used in connection with the provision of the services to be provided by Buyer and its Affiliates and are sufficient for the operation of the business of the Company as presently conducted.

(b) The Company has never leased or otherwise granted any Person the right to use, lease, sublease or occupy any of the Assets other than in the ordinary course of business. The Company has never collaterally assigned or granted any other security interest in the Assets or any interest therein.

Section 3.17 Transactions with Affiliates. Schedule 3.17 sets forth all Contracts or arrangements ("Affiliate Transactions") between the Company, on the one hand, and Seller or any Affiliate of Seller, on the other hand, that will not be terminated effective as of the Closing Date.

Section 3.18 No Unlawful Payments. The Company and its members, managers, officers, employees or agents or any other Person acting on behalf of the Company, have not: (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity, (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds, (iii) taken any action (a) in furtherance of an offer, provision, payment, or promise to pay anything of value, directly or indirectly, to any government official (including any officer or employee of a government or government-owned or controlled entity, agency or instrumentality, or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office) to influence official action or secure an improper business advantage for the Company or (b) that would otherwise violate any applicable anti-corruption, anti-money laundering, anti-terrorism and economic sanction and anti-boycott Laws, including any provision of the U.S. Foreign Corrupt Practices Act of 1977 and the rules and regulations thereunder, or any provision of the Bribery Act 2010 of the United Kingdom, (iv) made of any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment or (v) given or agreed to give, directly or indirectly, any gift or similar benefit to any governmental employee.

Section 3.19 Healthcare Laws; Data Privacy.

(a) The Company and its respective officers, members, managers, employees and agents are, and have been since the Company's formation, in full compliance with all Healthcare Laws, and none of them has engaged in any conduct that would subject the Company or them to penalties under any Healthcare Laws.

(b) In connection with its collection, storage, transfer (including, without limitation, any transfer across national borders) and/or use of any personally identifiable information from any individuals, including, without limitation, any customers, prospective customers, employees and/or other third parties (collectively "**Personal Information**"), the Company and its respective officers, members, managers, employees and agents are, and have been since the Company's formation, in compliance with all applicable laws in all relevant jurisdictions, the Company's privacy policies and the requirements of any contract or codes of conduct to which the Company is a party. The Company has commercially reasonable physical, technical, organizational and administrative security measures and policies in place to protect all Personal Information collected by it or on its behalf from and against unauthorized access, use and/or disclosure.

Section 3.20 Accounts Receivable. All of the accounts receivable shown on the Latest Balance Sheet have arisen out of bona fide transactions of the Company in the ordinary course of business and have been collected or, to the Knowledge of Seller, are good and collectible, in each case in the aggregate recorded amounts thereof (less the allowance for doubtful accounts also appearing in such Latest Balance Sheet and net of returns and payment discounts allowable by the Company's policies), and can reasonably be anticipated to be paid without outside collection efforts within ninety (90) days of the due date.

Section 3.21 Brokers. No broker, finder, financial advisor or investment banker is entitled to any broker's, finder's, financial advisor's or investment banker's fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by and on behalf of the Company.

**ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller hereby represents and warrants to Buyer as of the Closing Date as follows:

Section 4.1 Authority. Seller has the absolute and unrestricted right, power and authority to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary limited partnership action on the part of Seller. This Agreement has been duly executed and delivered by Seller and constitutes a valid, legal and binding agreement of Seller (assuming that this Agreement has been duly and validly authorized, executed and delivered by the other parties hereto), enforceable against Seller in accordance with its terms, except (a) to the extent that enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other Laws affecting the enforcement of creditors' rights generally and (b) that the availability of equitable remedies, including specific performance, is subject to the discretion of the court before which any proceeding thereof may be brought.

Section 4.2 Consents and Approvals; No Violations. Except for the Required Consents, no notice to, filing, no notice to, filing with, or authorization, consent or approval of any Governmental Entity or third party is necessary for the execution, delivery or performance of this Agreement by Seller or the consummation by Seller of the transactions contemplated hereby. Assuming the receipt of the Required Consents, neither the execution, delivery and performance of this Agreement nor the consummation by Seller of the transactions contemplated hereby will (i) result in a violation or breach of, or cause acceleration, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation or acceleration) under any of the terms, conditions or provisions of any material agreement to which Seller is a party or (ii) violate any order, writ, injunction, decree, Law, statute, rule or regulation of any Governmental Entity having jurisdiction over Seller.

Section 4.3 Title to the Company Units; Ownership of Seller. Seller owns, and will own as of immediately prior to the Closing, of record and beneficially all of the Company Units, free and clear of all Liens and Seller has, and will have as of immediately prior to the Closing, good and marketable title to such Company Units, free and clear of all Liens.

Section 4.4 Capitalization of the Company; No Subsidiaries

(a) The Company Units comprise all of the Company's authorized equity interests that are issued and outstanding. All of the Company Units are held beneficially and of record by Seller. Except for the Company Units, there are no outstanding (i) equity securities of the Company, (ii) securities of the Company convertible into or exchangeable for, at any time, equity securities of the Company and (iii) rights to acquire from the Company and no obligations of the Company to issue, any equity securities or securities convertible into or exchangeable for equity securities of the Company. The Company has not at any time issued or granted, and there are no outstanding or authorized, options, profits interests, warrants, rights to subscribe to, purchase rights, calls or commitments made by the Company containing any equity features, or Contracts, understandings or arrangements, compensatory equity or equity-linked interests with respect to the common units or other equity or voting interests in, the Company, including without limitation, any options, appreciation rights, profits interests, restricted units, phantom equity or similar awards or rights.

(b) The Company does not, directly or indirectly, own any equity or similar interest in, or any interest convertible into or exchangeable or exercisable for, at any time, any equity or similar interest in, any corporation, partnership, limited liability company, joint venture or other business association or entity.

Section 4.5 Litigation. There is no Proceeding pending or, to Seller's knowledge, threatened in writing against Seller before any Governmental Entity which would have a material adverse effect on Seller's ownership of the Company Units, or otherwise prevent or materially delay the Closing. Seller is not subject to any outstanding order, writ, injunction or decree that would have a material adverse effect on Seller's ownership of the Company Units, or otherwise prevent or materially delay the Closing.

Section 4.6 Operation of Arcadian Telepsychiatry LLC. Seller hereby makes to Buyer all of the representations and warranties in Article 3 with respect to Arcadian Telepsychiatry LLC, a Pennsylvania limited liability company, and its successors.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller as of the Closing Date as follows:

Section 5.1 Organization. Buyer is a corporation, duly organized, validly existing and in good standing under the Laws of the State of Delaware and has all requisite power and authority to carry on its business as now being conducted, except where the failure to have such power or authority would not prevent or materially delay the consummation of the transactions contemplated hereby.

Section 5.2 Authority. Buyer has all necessary power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of Buyer and no other proceeding on the part of Buyer is necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Buyer and constitutes a valid, legal and binding agreement of Buyer (assuming that this Agreement has been duly and validly authorized, executed and delivered by the other parties thereto), enforceable against Buyer in accordance with its terms, except (a) to the extent that enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other Laws affecting the enforcement of creditors' rights generally and (b) that the availability of equitable remedies, including specific performance, is subject to the discretion of the court before which any proceeding thereof may be brought.

Section 5.3 Acquisition of Equity For Investment. Buyer has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of its purchase of the Company Units. Buyer is acquiring the Company Units for investment and not with a view toward or for sale in connection with any distribution thereof, or with any present intention of distributing or selling such Shares.

**ARTICLE 6
COVENANTS**

Section 6.1 Seller Confidentiality. Until the seven year anniversary of the Closing Date, Seller shall not use or disclose to any third party, any Confidential Information.

Section 6.2 Seller Release. As an inducement to Buyer to enter into this Agreement and consummate the transactions contemplated hereby and for other good and sufficient consideration, effective as of the Closing, Seller, with the intention of binding Seller and each of Seller's heirs, executors, administrators and assigns severally, and not any other Seller (the "Seller Releasors"), does hereby release, acquit and forever discharge Buyer and the Company (the "Seller Releasees"), of and from any and all manner of Actions, Liabilities, damages or losses of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, direct, derivative, vicarious or otherwise, whether based in contract, tort, or other legal, statutory, or equitable theory of recovery, each as though fully set forth at length herein (hereinafter, a "Seller Claim"), which the Seller Releasors now have or may hereafter have against the Seller Releasees, or any of them, by reason of any matter, cause, act, omission or thing whatsoever existing or occurring prior to the Closing, including any claim with respect to the issuance or proposed issuance (in any form) of any equity interest in the Company or any Taxes, penalties or similar payments to be paid by any Seller as a result of the consummation of the transactions contemplated hereby.

Section 6.3 Transfer Taxes. All transfer Taxes, recording fees and other similar Taxes that are imposed on any of the Parties by any Governmental Entity as a result of the consummation of the transactions contemplated by this Agreement (but excluding, for the avoidance of doubt, any income-based Tax whether measured by reference to net income, gross income or capital gain, and any withholding Taxes imposed as a method of collecting such Taxes) ("Transfer Taxes") shall be borne by Seller.

Section 6.4 Financial Statements. After the Closing, Seller shall cooperate with Buyer to prepare, and cause to be prepared, and file a Form 8-K/A with the Securities and Exchange Commission within 71 calendar days after the date that the initial report on Form 8-K reporting the completion of the acquisition of the Company must be filed. Such Form 8-K/A shall include all financial statements required to be filed with such report pursuant to Item 9.01 of Form 8-K and Regulation S-X (17 CFR part 210) and any other applicable rule or regulation promulgated under the Securities Exchange Act of 1934. Such cooperation shall include providing all information requested by Buyer, the Company or its representatives in connection with the ongoing audit of the financial statements of the Company for the years ended December 31, 2016, 2015 and 2014, and taking all actions necessary or appropriate to enable the Company to obtain a signed audit report from its auditor to enable the Company to file the 8-K/A referenced above in the 71 day period referenced above.

Section 6.5 Survival of Representations, Warranties and Covenants

(a) From and after the Closing, Seller shall be responsible for any breaches by the Company prior to the Closing of any of the representations, warranties, covenants and agreements made herein, or any agreements, schedules, documents, certificates and instruments executed and delivered in connection herewith.

(b) The representations, warranties, covenants and agreements made herein, and all agreements, schedules, documents, certificates and instruments executed and delivered in connection herewith: (i) shall be deemed to have been relied upon by the Party or Parties to whom they are made, and shall survive the execution and delivery hereof and the Closing contemplated hereby and (ii) shall bind the Parties' successors, heirs and assigns (including, without limitation, any successor by way of acquisition, merger or otherwise), whether so expressed or not, and, except as otherwise provided in this Agreement, all such representations, warranties, covenants and agreements shall inure to the benefit of the Parties and their respective successors, heirs and assigns, whether so expressed or not.

**ARTICLE 7
MISCELLANEOUS**

Section 7.1 Entire Agreement; Assignment; Amendment. This Agreement, together with all Exhibits and Schedules hereto, as the same may from time to time be amended, modified, supplemented or restated in accordance with the terms hereof, and together with the Master Agreement, (a) constitute the entire agreement among the Parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof and (b) shall not be assigned by any Party (whether by operation of Law or otherwise), other than for collateral purposes, without the prior written consent of Buyer and Seller; provided that Buyer may assign its rights under this Agreement to an Affiliate so long as it remains liable for its obligations hereunder. Any attempted assignment of this Agreement not in accordance with the terms of this Section 7.1 shall be void. This Agreement may be amended or modified only by a written agreement executed and delivered by Seller and duly authorized officers of Buyer. This Agreement may not be modified or amended except as provided in the immediately preceding sentence and any amendment by any Party or Parties effected in a manner which does not comply with this Section 7.1 shall be void.

Section 7.2 Notices. All notices, requests, demands, and other communications under this Agreement shall be in writing signed by or on behalf of the Party making the same, will specify the Section under this Agreement pursuant to which it is given or made, and shall be deemed to have been duly given when delivered in person, by any nationally-recognized overnight courier providing evidence of delivery, by registered or certified mail (postage prepaid, return receipt requested), or by e-mail with a copy delivered the next Business Day by any nationally-recognized overnight courier providing evidence of delivery, as follows:

To Buyer or the Company:

MYnd Analytics, Inc.
26522 La Alameda
Mission Viejo, CA 92691
Attention: George Carpenter
Email: gcarpenter@myndanalytics.com

with a copy (which shall not constitute notice to Buyer) to:

Dentons US LLP
1221 Avenue of the Americas
New York, NY 10020
Attention: Jeffrey Baumel
Email: jeffrey.baumel@dentons.com.

To Seller:

7241 Hollywood Road
Fort Washington, PA 19034
Attention: Robert Plotkin
Email: rob@arcadiantelepsychiatry.com

or to such other address as the Party to whom notice is given may have previously furnished to the others in writing in the manner set forth above.

Section 7.3 Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to any choice of Law or conflict of Law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Law of any jurisdiction other than the State of Delaware.

Section 7.4 Fees and Expenses. Except as otherwise set forth in this Agreement, all fees and expenses incurred in connection with this Agreement and the transactions contemplated by this Agreement, including the fees and disbursements of counsel, financial advisors and accountants, shall be paid by the Party incurring such fees or expenses.

Section 7.5 Headings. The headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 7.6 Construction. The Parties acknowledge that they have been advised of their right to seek the advice of independent legal counsel regarding their legal rights and obligations under the terms of this Agreement, including the tax consequences of this Agreement, and the Parties have had the opportunity to seek the advice of independent legal counsel and/or independent tax counsel. As a consequence, no Party, nor its respective counsel, shall be deemed the drafter of this Agreement for purposes of construing the provisions hereof, and all provisions of this Agreement shall be construed according to their fair meaning and not strictly for or against any Party and no presumption or burden of proof will arise favoring or disfavoring any Person by virtue of its authorship of any provision of this Agreement.

Section 7.7 Exhibits and Schedules. All Exhibits and Schedules, or documents expressly incorporated into this Agreement, are hereby incorporated into this Agreement and are hereby made a part hereof as if set out in full in this Agreement. Any item disclosed in any Schedule referenced by a particular Section in this Agreement shall be deemed to have been disclosed with respect to every other Section in this Agreement if the relevance of such disclosure to such other sections is reasonably apparent. The specification of any dollar amount in the representations or warranties contained in this Agreement or the inclusion of any specific item in any Schedule is not intended to imply that such amounts, or higher or lower amounts or the items so included or other items, are or are not material, and no Party shall use the fact of the setting of such amounts or the inclusion of any such item in any dispute or controversy as to whether any obligation, items or matter not described herein or included in a Schedule is or is not material for purposes of this Agreement. Any capitalized term used in any Exhibit or Schedule but not otherwise defined therein shall have the meaning given to such term in this Agreement.

Section 7.8 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each Party and its successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

Section 7.9 Severability. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable Law, but if any term or other provision of this Agreement is held to be invalid, illegal or unenforceable under applicable Law, all other provisions of this Agreement shall remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision of this Agreement is invalid, illegal or unenforceable under applicable Law, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

Section 7.10 Counterparts; Facsimile Signatures. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Section 7.11 WAIVER OF JURY TRIAL. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION (I) ARISING UNDER THIS AGREEMENT OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, IN EACH CASE, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE. EACH PARTY HEREBY FURTHER AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

Section 7.12 Arbitration.

(a) If a dispute arises from or relates to this Agreement or the breach thereof, and if the dispute cannot be settled through direct discussions, the dispute shall be settled by arbitration administered by the Judicial Arbitration and Mediation Services, Inc. (“**JAMS**”) in accordance with its then-in-effect Comprehensive Arbitration Rules and Procedures (“**JAMS Rules**”). The decision of the arbitrator, including any judgment, shall be executory, and the prevailing party may enter such decision in any court having competent jurisdiction. Claims shall be heard by a single arbitrator who shall be experienced in corporate law and business transactions and who shall be appointed in accordance with Sections 9(c) and (d) of the **JAMS Rules**, from a panel of five proposed arbitrators drawn from **JAMS** and submitted simultaneously to each party that is named in the dispute. The place of arbitration shall be Wilmington, Delaware. Each party to the dispute will, upon written request of the other party thereto, promptly provide the other with copies of all relevant documents. There shall be no other discovery allowed. Time is of the essence for any arbitration under this Agreement and arbitration hearings shall take place within 90 days of filing and awards rendered within 120 days. The arbitrator shall agree to these limits prior to accepting appointment. The award of the arbitrators shall be accompanied by a reasoned opinion. Except as may be required by Law, none of Buyer, Seller, or the Company or the arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of Seller and Buyer. Each Party shall have the right to institute judicial proceedings against another Party or anyone acting by, through or under such other Party (including the right to seek and to obtain injunctive relief) solely to enforce the instituting Party’s arbitration rights or the decision of the arbitrators. Nothing in this Agreement shall be deemed as preventing any Party from seeking injunctive relief (or other provisional remedy) from any court of competent jurisdiction as necessary to protect such Person’s interests.

(b) The arbitrator shall have the authority to award relief under legal or equitable principles, including interim or preliminary relief. The Parties shall also be entitled to seek equitable remedies to enforce the terms of this Agreement pursuant to Section 7.13.

(c) The Party that does not prevail in the arbitration shall bear all of the costs and expenses and all Parties to the arbitration and shall pay 100% of the arbitrator’s costs and fees of arbitration.

Section 7.13 Remedies. Buyer, the Company and Seller agree that irreparable harm for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that the Parties do not fully and timely perform their respective obligations under or in connection with this Agreement in accordance with their specific terms or otherwise breach such provisions.

(Signature page follows)

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed on its behalf as of the day and year first above written.

BUYER:

MYND ANALYTICS, INC.

By: /s/ George Carpenter

Name: George Carpenter

Title: Chief Executive Officer

COMPANY:

ARCADIAN TELEPSYCHIATRY SERVICES LLC

By: /s/ Robert Plotkin

Name: Robert Plotkin

Title: President

SELLER

/s/ Robert Plotkin

Robert Plotkin

Signature Pages to Arcadian Purchase Agreement

EXHIBIT A
EMPLOYMENT AGREEMENT

GUARANTY

This GUARANTY (this “Guaranty”) is made and entered into as of November 13, 2017 by MYnd Analytics, Inc, a Delaware corporation with an address at 26522 La Alameda, Mission Viejo, CA 92691 (the “Guarantor”), in favor of Ben Franklin Technology Partners of Southeastern Pennsylvania, a Pennsylvania nonprofit corporation with an address at Building 100 Innovation Center, 4801 South Broad Street, Suite 200, Philadelphia, PA 19112 (the “Lender”), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound.

1. Guaranty of Obligations. The Guarantor hereby unconditionally guarantees the prompt payment and performance, when due, of all loans, advances, debts, liabilities, obligations, covenants and duties owing by Arcadian Telepsychiatry LLC, a limited liability company organized in the Commonwealth of Pennsylvania, and any legal assignee or successor thereof (collectively and each, the “Borrower”) to the Lender under those certain Seed Capital Funding Agreements, made as of September 2015 and April 2016, and related documents (as they may be amended, supplemented or otherwise modified from time to time, collectively, the “BFTP Loan Documents”) (including, without limitation, any interest accruing thereunder or with respect thereto after maturity, or after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding relating to the Borrower, whether or not a claim for post-petition interest is allowed in such proceeding), whether direct or indirect, absolute or contingent, joint or several, due or to become due, now existing or hereafter arising, and any amendments, extensions, renewals and increases thereof, and all reasonable costs and expenses of the Lender incurred in the documentation, negotiation, modification, enforcement, collection and otherwise in connection with any of the foregoing, including reasonable attorneys’ fees and expenses (hereinafter referred to collectively as the “Obligations”). If the Borrower defaults under any such Obligations, the Guarantor shall pay the amount due to the Lender.

2. Nature of Guaranty: Waivers. This is a suretyship and a guaranty of payment and not of collection, and, in the event of default by Borrower in payment or performance of the Obligations, the Lender shall not be required, as a condition of the Guarantor’s liability, to make any demand upon or to pursue any of its rights against the Borrower, or to pursue any rights which may be available to it with respect to any other person who maybe liable for the payment of the Obligations.

This is an absolute, unconditional, irrevocable and continuing guaranty and suretyship and will remain in full force and effect until all of the Obligations have been indefeasibly paid in full. This Guaranty will not be affected by any surrender, exchange, acceptance, compromise or release by the Lender of any other party, or any other guaranty or any security held by it for any of the Obligations, by any failure of the Lender to take any steps to perfect or maintain any lien or security interest in or to preserve its rights to any security or other collateral for any of the Obligations or any guaranty, or by any irregularity, unenforceability or invalidity of any of the Obligations or any part thereof or any security or other guaranty thereof. The Guarantor’s obligations hereunder shall not be affected, modified or impaired by any counterclaim, set-off, recoupment, deduction or defense based upon any claim the Guarantor may have (directly or indirectly) against the Borrower or the Lender, except payment or performance of the Obligations.

Notice of acceptance of this Guaranty, notice of default, diligence, presentment, notice of dishonor, protest, demand for payment, and any defense based upon the Lender's failure to comply with the notice requirements under Sections 9-611 and 9-612 of the Uniform Commercial Code as in effect from time to time are hereby waived. The Guarantor waives all defenses based on suretyship or impairment of collateral.

The Lender at any time and from time to time, without notice to or the consent of the Guarantor, and without impairing or releasing, discharging or modifying the Guarantor's liabilities hereunder, may (a) change, pursuant to the terms of the BFTP Loan Documents or as otherwise permitted by law, the manner, place, time or terms of payment or performance of or interest rates on, or other terms relating to, any of the Obligations; (b) renew, substitute, modify, amend or alter, or grant consents or waivers relating, in each case pursuant to the terms of the BFTP Loan Documents or as otherwise permitted by law, to any of the Obligations, any other guaranties, or any security for any Obligations or guaranties; (c) apply any and all payments by whomever paid or however realized including any proceeds of any collateral, to any Obligations of the Borrower in such order, manner and amount as the Lender may determine in its sole reasonable discretion; (d) settle, compromise or deal with the Borrower or the Guarantor, with respect to any Obligations in such manner as the Lender deems appropriate in its sole reasonable discretion; (e) substitute, exchange or release any security or guaranty, in each case pursuant to the terms of the BFTP Loan Documents or as otherwise permitted by law; or (f) take such actions and exercise such remedies hereunder as provided herein.

3. Repayments or Recovery from the Lender. If any demand is made at any time upon the Lender for the repayment or recovery of any amount received by it in payment or on account of any of the Obligations, and if the Lender repays all or any part of such amount by reason of any judgment, decree or order of any court or governmental administrative body or by reason of any settlement or compromise of any such demand, the Guarantor will be and remain liable hereunder for the amount so repaid or recovered to the same extent as if such amount had never been received originally by the Lender. The provisions of this section will be and remain effective notwithstanding any contrary action which may have been taken by the Guarantor in reliance upon such payment, and any such contrary action so taken will be without prejudice to the Lender's rights hereunder and will be deemed to have been conditioned upon such payment having become final and irrevocable.

4. Representations, Warranties and Covenants. The Guarantor represents and warrants to the Lender that the Guarantor has the requisite corporate power, authority and legal right to execute, deliver and perform this Guaranty, and that the execution and delivery of this Guaranty by Guarantor have been duly authorized by Guarantor and no further corporate action on the part of Guarantor is necessary to authorize the execution and delivery of this Guaranty, the consummation by Guarantor of the transactions contemplated hereby and Guarantor's otherwise performance in accordance herewith.

5. Enforceability of Obligations. No modification, limitation or discharge of the Obligations arising out of or by virtue of any bankruptcy, reorganization or similar proceeding for relief of debtors under federal or state law will affect, modify, limit or discharge the Guarantor's liability in any manner whatsoever and this Guaranty will remain and continue in full force and effect and will be enforceable against the Guarantor to the same extent and with the same force and effect as if any such proceeding had not been instituted. The Guarantor waives all rights and benefits which may accrue to it by reason of any such proceeding and will be liable to the full extent hereunder, irrespective of any modification, limitation or discharge of the liability of the Borrower that may result from any such proceeding.

6. Costs. To the extent that the Lender incurs any costs or expenses in protecting or enforcing its rights under the Obligations or this Guaranty, including reasonable attorneys' fees and the reasonable costs and expenses of litigation, such reasonable costs and expenses will be due on demand, will be included in the Obligations and will bear interest from the incurrence or payment thereof at the rate prescribed in the BFTP Loan Documents for funds outstanding thereunder.

7. Postponement of Subrogation. Until the Obligations are indefeasibly paid in full, expire, are terminated and are not subject to any right of revocation or rescission, the Guarantor postpones and subordinates in favor of the Lender or its designee (and any assignee or potential assignee) any and all rights which the Guarantor may have to (a) assert any claim whatsoever against the Borrower based on subrogation, exoneration, reimbursement or indemnity or any right of recourse to security for the Obligations with respect to payments made hereunder and (b) any realization on any property of the Borrower, including participation in any marshalling of the Borrower's assets.

8. Notices. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder ("Notices") must be in writing and will be effective upon receipt (or refusal to accept delivery). Without limiting the foregoing, personal delivery, facsimile transmission and commercial courier service are hereby agreed to as acceptable methods for giving Notices. Regardless of the manner in which Notice is provided, Notices may be sent to the addresses for the Lender and the Guarantor as set forth above or to such other address as either may give to the other for such purpose in accordance with this section.

9. Preservation of Rights. No delay or omission on the Lender's part to exercise any right or power arising hereunder will impair any such right or power or be considered a waiver of any such right or power, nor will the Lender's action or inaction impair any such right or power. The Lender's rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies that the Lender may have under other agreements, at law, in equity or otherwise. The Lender may proceed in any order against the Borrower, the Guarantor or any other obligor of, or collateral securing, the Obligations.

10. Illegality. If any provision contained in this Guaranty should be invalid, illegal or unenforceable in any respect, it shall not affect or impair the validity, legality and enforceability of the remaining provisions of this Guaranty.

11. Changes in Writing. No modification, amendment or waiver of, or consent to any departure by the Guarantor from, any provision of this Guaranty will be effective unless made in a writing signed by the Lender, and then such waiver, consent or other change shall be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on the Guarantor will entitle the Guarantor to any other or further notice or demand in the same, similar or other circumstance.

12. Entire Agreement. This Guaranty (including the documents and instruments referred to herein) constitutes the entire agreement and understanding and supersedes all other prior agreements and understandings, both written and oral, between the Guarantor and the Lender with respect to the subject matter hereof.

13. Successors and Assigns. This Guaranty will be binding upon and inure to the benefit of the Guarantor and the Lender and their respective successors and assigns; provided, however, that the Guarantor may not assign this Guaranty in whole or in part without the Lender's prior written consent, and the Lender at any time may assign this Guaranty in whole or in part.

14. Interpretation. In this Guaranty, unless the Lender and the Guarantor otherwise agree in writing, the singular includes the plural and the plural the singular; references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to; the word "or" shall be deemed to include "and/or"; the words "including", "includes" and "include" shall be deemed to be followed by the words "without limitation"; and references to sections or exhibits are to those of this Guaranty. Section headings in this Guaranty are included for convenience of reference only and shall not constitute a part of this Guaranty for any other purpose.

15. Governing Law and Jurisdiction. This Guaranty has been delivered to and accepted by the Lender and will be deemed to be made in the Commonwealth of Pennsylvania. This Guaranty will be interpreted, and the rights and liabilities of the Lender and the Guarantor determined in accordance with, the laws of the Commonwealth of Pennsylvania, excluding its conflict of laws rules. The Guarantor hereby irrevocably consents to the exclusive jurisdiction of any federal court located in the Eastern District of Pennsylvania or any state court located in Philadelphia County, Pennsylvania or Montgomery County, Pennsylvania; provided that nothing contained in this Guaranty will prevent the Lender from bringing any action, enforcing any award or judgment or exercising any rights against the Guarantor individually, against any security or against any property of the Guarantor within any other county, state or other foreign or domestic jurisdiction. The Guarantor acknowledges and agrees that the venue provided above is the most convenient forum for both the Lender and the Guarantor. The Guarantor waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Guaranty.

16. Waiver of Jury Trial. Each party hereto waives its right to a trial by jury of any cause of action or claim based upon this Guaranty or arising hereunder. Each party acknowledges that the foregoing waiver is knowing and voluntary.

The Guarantor acknowledges that it has read and understood all the provisions of this Guaranty, including the confession of judgment and waiver of jury trial, and has been advised by counsel as necessary or appropriate.

WITNESS the due execution hereof as of the date first written above.

MYnd Analytics, Inc., as the Guarantor

By: /s/ George C. Carpenter, IV

Name: George C. Carpenter, IV

Title: CEO

Ben Franklin Technology Partners of Southeastern Pennsylvania, as the Lender

By: /s/ RoseAnn B. Rosenthal

Name: RoseAnn B. Rosenthal

Title: President and CEO

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement"), dated as of November 13, 2017 ("Effective Date"), is made by and between MYnd Analytics, Inc., a Delaware corporation company (the "Company"), and Robert Plotkin (the "Executive").

WHEREAS, Company has entered into an Equity Purchase Agreement to purchase one hundred (100%) percent of Executive's former company Arcadian Telepsychiatry Services, LLC, Delaware limited liability company, ("Arcadian"),

WHEREAS, on November 13, 2017 the Parties signed and closed the Equity Purchase Agreement making Arcadian a whole owned subsidiary of the Company ("Purchase Option Closing Date").

WHEREAS, the Company desires to employ Executive, and Executive desires to accept such employment, on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Agreement hereby agree as follows:

- 1. Employment.** On the terms and subject to the conditions set forth herein, the Company hereby employs Executive as the Chief Executive Officer for the Company's whole owned subsidiary Arcadian, and Executive accepts such employment, for the Employment Term (as defined in Section 3) beginning on the Effective Date. During the Employment Term, Executive shall report to the President and CEO of the Company and/or the Chairman of the Board of Company, performing such duties as shall be reasonably required of a chief executive officer of a corporation of a similar size and nature to the Company, and shall have such other powers and perform such other duties as may from time to time be assigned to him by the President and CEO of the Company and/or the Chairman of the Board of Company.
 - 2. Performance.** Executive will serve the Company faithfully and to the best of his ability and will devote his full business time, energy, experience and talents to the business of the Company and Arcadian. During the term of this Agreement Employee shall be exclusive to the Company and Arcadian or any other affiliates unless Executive receives written authorization from Company to perform other services.
 - 3. Employment Term.** Subject to earlier termination pursuant to Section 7, Executive's term of employment hereunder shall begin on the Purchase Option Closing Date (the Commencement Date), and continue through the date which is three years following the Commencement Date; provided, that beginning on the third anniversary of the Commencement Date, and on each subsequent anniversary of the Commencement Date, such term shall be automatically extended by an additional one year beyond the end of the then-current term, unless, at least 90 days before any such anniversary of the Commencement Date, the Company gives written notice to Executive that the Company does not desire to extend the term of this Agreement, in which case, the term of employment hereunder shall terminate at the end of the then-current term, as applicable (the term of employment hereunder, including any extensions, in accordance with this Section 3 shall be referred to herein as the Employment Term).
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4. Compensation and Benefits.

(a) Salary. As compensation for his services hereunder and in consideration of Executive's other agreements hereunder, during the Employment Term, the Company shall pay Executive a base salary, payable in equal installments in accordance with the Company's payroll procedures, at an annual rate of \$215,000.00, subject to annual review by the (or its compensation committee) which may increase, but not decrease, Executive's base salary. The Employee will be eligible for cash bonuses based upon performance.

(b) Stock Options. Company shall grant Executive a stock option to purchase 35,000 shares of Common Stock (the "**Stock Option**") for a per share exercise price that is equal to the closing price of the Company's Common Stock on the date of the Purchase Option Closing. The Stock Option will expire upon the earlier of (i) 10 years from the date of issuance or (ii) three months after the date of termination of employment, and will be subject to all of the terms and conditions of the Company's employee stock option plan. The terms of the Stock Option will provide that (a) the Stock Option will be exercisable with respect to 11,667 of the shares of Common Stock underlying the Option on the first anniversary of the date of issuance, (b) the Stock Option will be exercisable with respect to 11,666 of the shares of Common Stock underlying the Stock Option on or after the two year anniversary of the date of issuance of the Stock Option if Executive is an employee of Company, or one of its Affiliates on such date and (c) the Stock Option will be exercisable with respect to 11,666 of the shares of Common Stock underlying the Stock Option after Arcadian achieves aggregate revenues of at least \$2,500,000 from and after the date of issuance of the Stock Option. The Stock Option and all shares of Common Stock (previously granted) issue upon exercise of the Stock Option will be subject to the Lock Up Terms for a period of two years from the date that the Stock Option is issued.

(c) Retirement, Medical, Dental and Other Benefits. During the Employment Term, Executive shall, in accordance with the terms and conditions of the applicable plan documents and all applicable laws, be eligible to participate in the various retirement, medical, dental and other employee benefit plans made available by the Company, from time to time, for its executives.

(d) Vacation; Sick Leave. During the Employment Term, Executive shall be entitled to not less than three weeks of vacation during each calendar year and sick leave in accordance with the Company's policies and practices with respect to its executive officers.

(e) Business Expenses. The Company shall reimburse to Executive for all reasonable pre-approved expenses actually incurred by him in connection with the performance of his duties hereunder in accordance with policies established by the Company from time to time and subject to receipt by the Company of appropriate documentation.

5. Key Person Insurance. At any time during the Employment Term the Company shall have the right to insure the life of Employee for the Company's sole benefit. The Company shall have the right to determine the amount of insurance and the type of policy. Employee shall cooperate with the Company in obtaining such insurance by submitting to physical examinations, by supplying all information reasonably required by any insurance carrier and by executing all necessary documents reasonably required by any insurance carrier.

6. Covenants of Executive. Executive acknowledges that in the course of his employment with the Company he will become familiar with the Company's and Company's affiliates and subsidiaries including but not limited to Arcadian (collectively defined as the "Affiliate(s)") trade secrets and with other confidential information concerning the Company and the Affiliates, and that his services are of special, unique and extraordinary value to the Company and the Affiliates. Therefore, the Company and Executive mutually agree that it is in the interest of both parties for Executive to enter into the restrictive covenants set forth in this Section 6 and that such restrictions and covenants are reasonable given the nature of Executive's duties and the nature of the Company's business.

(a) Noncompetition. During the Employment Term and for the three (3) year period following termination of the Employment Term (the Restricted Period), Executive shall not, within any jurisdiction or marketing area in which the Company or the Affiliates is doing or is qualified to do business, directly or indirectly, own, manage, operate, control, be employed by or participate in the ownership, management, operation or control of, or be connected in any manner with, any Business (as hereinafter defined); provided that Executive's ownership of securities of two percent (2%) or less of any class of securities of a public company shall not, by itself, be considered to be competition with the Company or any Affiliate. For purposes of this Agreement, Business shall mean the telepsychiatry services (including but not limited to web based communications), analytical healthcare services or tools or any other business of a type and character engaged in by the Company or the Affiliates during the Employment Term (including, without limitation, any business in which the Company or any Affiliate has specific plans to conduct in the future and as to which Executive was aware of such planning at or prior to the time Executive's employment is terminated).

(b) Non-solicitation. During the Employment Term and the Restricted Period, Executive shall not, directly or indirectly, (i) hire or employ, solicit for employment or otherwise contract for the services of any individual who is or was an employee or consultant of the Company or the Affiliates; (ii) otherwise induce or attempt to induce any employee or consultant of the Company or the Affiliates to leave the employ or service of the Company or the Affiliates, or in any way interfere with the relationship between the Company or the Affiliates and any employee or consultant respectively thereof; or (iii) induce or attempt to induce any customer, supplier, licensee or other business relation of the Company or the Affiliates to cease doing business with the Company or any Affiliate, or interfere in any way with the relationship between any such customer, supplier, licensee or business relation and the Company or any Affiliate.

(c) Nondisclosure; Inventions. For the Employment Term and at all times thereafter, (i) Executive shall not divulge, transmit or otherwise disclose (except as legally compelled by court order, and then only to the extent required, after prompt notice to the Company of any such order), directly or indirectly, other than in the regular and proper course of business of the Company and/or the Affiliates, any customer lists, trade secrets or other confidential knowledge or information with respect to the operations or finances of the Company and/or with respect to confidential or secret processes, services, techniques, customers or plans with respect to the Company and/or, including, without limitation, any know-how, research and development, software, databases, inventions, processes, formulae, technology, designs and other intellectual property, information concerning finances, investments, profits, pricing, costs, products, services, vendors, customers, clients, partners, investors, personnel, compensation, recruiting, training, advertising, sales, marketing, promotions, government and regulatory activities and approvals concerning the past, current or future business, activities and operations of the Company and/or the Affiliates (all of the foregoing collectively hereinafter referred to as Confidential Information), and (ii) Executive will not use, directly or indirectly, any Confidential Information for the benefit of anyone other than the Company and/or the Affiliates provided, that Executive has no obligation, express or implied, to refrain from using or disclosing to others any such knowledge or information which is or hereafter shall become available to the general public other than through disclosure by Executive. All Confidential Information, new processes, techniques, know-how, methods, inventions, plans, products, patents and devices developed, made or invented by Executive, alone or with others, while an employee of the Company which are related to the business of the Company and the Affiliates shall be and become the sole property of the Company, unless released in writing by the Company, and Executive hereby assigns any and all rights therein or thereto to the Company. This Sub-section 6(c) is in addition to the Employee Confidentiality, Non-Solicitation and Inventions Assignment Agreement which will be entered into simultaneously with this Agreement.

(d) Nondisparagement. During the Employment Term and at all times thereafter, Executive shall not take any action to disparage or criticize the Company or the Affiliates or their respective employees, directors, owners or customers or to engage in any other action that injures or hinders the business relationships of the Company or the Affiliates. Nothing contained in this Sub-section 6(d) shall preclude Executive from enforcing his rights under this Agreement.

(e) Return of Company Property. All Confidential Information, files, records, correspondence, memoranda, notes or other documents (including, without limitation, those in computer-readable form) or property relating or belonging to the Company or the Affiliates, whether prepared by Executive or otherwise coming into his possession in the course of the performance of his services under this Agreement, shall be the exclusive property of the Company and shall be delivered to the Company, and not retained by Executive (including, without limitations, any copies thereof), promptly upon request by the Company and, in any event, promptly upon termination of the Employment Term.

(f) Enforcement. Executive acknowledges that a breach of his covenants contained in this Section 6 may cause irreparable damage to the Company and the Affiliates, the exact amount of which would be difficult to ascertain, and that the remedies at law for any such breach or threatened breach would be inadequate. Accordingly, Executive agrees that if he breaches or threatens to breach any of the covenants contained in this Section 6, in addition to any other remedy which may be available at law or in equity, the Company and the Affiliates shall be entitled to specific performance and injunctive relief to prevent the breach or any threatened breach thereof without bond or other security or a showing that monetary damages will not provide an adequate remedy.

(g) Scope of Covenants. The Company and Executive further acknowledge that the time, scope, geographic area and other provisions of this Section 6 have been specifically negotiated by sophisticated commercial parties and agree that all such provisions are reasonable under the circumstances of the activities contemplated by this Agreement. In the event that the agreements in this Section 6 shall be determined by any court of competent jurisdiction to be unenforceable by reason of their extending for too great a period of time or over too great a geographical area or by reason of their being too extensive in any other respect, they shall be interpreted to extend only over the maximum period of time for which they may be enforceable and/or over the maximum geographical area as to which they may be enforceable and/or to the maximum extent in all other respects as to which they may be enforceable, all as determined by such court in such action.

7. Termination. The employment of Executive hereunder shall automatically terminate at the end of the Employment Term. The employment of Executive hereunder and the Employment Term may also be terminated at any time by the Company with or without Cause. For purposes of this Agreement, Cause shall mean: (i) embezzlement, theft or misappropriation by Executive of any property of the Company or an Affiliate; (ii) any breach by Executive of Executive's covenants under Section 6; (iii) any breach by Executive of any other material provision of this Agreement which breach is not cured, to the extent susceptible to cure, within 30 days after the Company has given written notice to Executive describing such breach; (iv) willful failure by Executive to perform the duties of his employment hereunder which continues for a period of 14 days following written notice thereof by the Company to Executive; (v) the conviction of, or a plea of nolo contendere (or a similar plea) to, any criminal offense that is a felony or involves fraud, or any other criminal offense punishable by imprisonment of at least one year or materially injurious to the business or reputation of the Company or an Affiliate involving theft, dishonesty, misrepresentation or moral turpitude; (vi) gross negligence or willful misconduct on the part of Executive in the performance of his duties as an employee, officer or director of the Company or an Affiliate; (vii) Executive's breach of his fiduciary obligations to the Company or an Affiliate; (viii) Executive's commission of intentional, wrongful damage to property of the Company or an Affiliate; (ix) any chemical dependence of Executive which adversely affects the performance of his duties and responsibilities to the Company or an Affiliate; or (x) Executive's violation of the Company's or an Affiliate's code of ethics, code of business conduct or similar policies applicable to Executive. The existence or non-existence of Cause shall be determined in good faith by the Company. If Executive's termination is with or without Cause, the termination may effective immediately. The employment of Executive may also be terminated at any time by Executive by notice of resignation delivered to the Company not less than 90 days prior to the effective date of such resignation.

8. Severance for Terminations. Subject to Section 9 and to Executive's continued compliance with the covenants set forth in Section 6, if Executive's employment hereunder is terminated during the Employment Term by the Company or is terminated due to expiration of the Employment Term following notice by the Company not to extend the Employment Term in accordance with Section 6, in each case other than for Cause or due to disability (as determined in the good faith discretion of the Board) or death, Executive shall be entitled to receive 30 days of his then current salary as severance and shall be entitled to continued medical and dental benefits described in Sub-section 4(c) for a period of six (6) months, at the same rate of employee and Company shared costs of such coverage as in effect from time to time for active employees of the Company. With respect to any such continued medical and dental benefits described above for which Executive is eligible, (I) if the Company cannot continue such benefits without adverse tax consequences to Executive or the Company or for any other reason, the Company shall pay Executive for the cost of such benefits; (II) such benefits shall be discontinued in the event Executive becomes eligible for similar benefits from a successor employer (and Executive's eligibility for any such benefits shall be reported by Executive to the Company); and (III) Executive's period of continuation coverage for purposes of Section 4980B of the Internal Revenue Code of 1986, as amended (the Code), shall be deemed to commence on the date of Executive's termination of employment.

9. Termination of Compensation and Benefits; Execution of Release; Coordination of Provisions. If Executive's employment terminates otherwise than in a termination entitling him to the payment in lieu of severance pay and benefits pursuant to Section 8, Executive shall not be entitled to any severance, termination pay or similar compensation or benefits, provided that Executive shall be entitled to any benefits then due or accrued in accordance with the applicable employee benefit plans of the Company or applicable law, including continuation coverage under the Company's group health plans for purposes of Section 4980B of the Code. As a condition of receiving any severance compensation for which Executive otherwise qualifies under Section 8, Executive agrees to execute within sixty (60) days following the date of Executive's termination of employment a general release in favor of the Company in substantially the form set forth hereto as Exhibit a, such release to be delivered, and to have become fully irrevocable, on or before the end of such 60-day period. It is expressly agreed and understood that if such a release has not been executed and delivered and become fully irrevocable by the end of such 60-day period, no amounts or benefits under Section 8 shall be or become payable (except that any continued medical, dental or life insurance benefits may be provided during such 60-day period pursuant to Section 8 as the case may be, but will cease to be provided on the last day of such period). Executive acknowledges and agrees that, except as specifically described in sections, all of Executive's rights to any compensation, benefits (other than base salary earned through the date of termination of employment and any benefits due or accrued prior to termination of employment in accordance with the applicable employee benefit plans of the Company or applicable law), bonuses or severance from the Company or any Affiliate after termination of the Employment Term shall cease upon such termination.

10. **Notice.** Any notices required or permitted hereunder shall be in writing and shall be deemed to have been given when personally delivered or when mailed, certified or registered mail, or sent by reputable overnight courier, postage prepaid, to the addresses set forth as follows:

If to the Company:

MYnd Analytics, Inc.
26522 La Alameda Suite 290
Mission Viejo, CA 92691
Attention: General Counsel

If to Executive, to such address as shall most currently appear on the records of the Company, or to such other address as shall be furnished in writing by either party to the other party; provided that such notice or change in address shall be effective only when actually received by the other party.

11. General.

(a) **GOVERNING LAW; CONSENT TO JURISDICTION.** THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICTING PROVISION OR RULE (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF DELAWARE TO BE APPLIED. IN FURTHERANCE OF THE FOREGOING, THE INTERNAL LAW OF THE STATE OF DELAWARE WILL CONTROL THE INTERPRETATION AND CONSTRUCTION OF THIS AGREEMENT, EVEN IF UNDER SUCH JURISDICTION'S CHOICE OF LAW OR CONFLICT OF LAW ANALYSIS, THE SUBSTANTIVE LAW OF SOME OTHER JURISDICTION WOULD ORDINARILY APPLY. ANY ACTION TO ENFORCE THIS AGREEMENT AND/OR THE EXHIBITS HERETO MUST BE BROUGHT IN, AND THE PARTIES HEREBY CONSENT TO THE JURISDICTION OF, A COURT SITUATED IN THE CITY OF WILMINGTON, DELAWARE. EACH PARTY HEREBY WAIVES THE RIGHTS TO CLAIM THAT ANY SUCH COURT IS AN INCONVENIENT FORUM FOR THE RESOLUTION OF ANY SUCH ACTION. EACH PARTY HERETO EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LAWSUIT OR PROCEEDING RELATING TO OR ARISING IN ANY WAY FROM THIS AGREEMENT OR THE MATTERS CONTEMPLATED HEREBY.

(b) **Construction and Severability.** If any provision of this Agreement shall be held invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired, and the parties undertake to implement all efforts which are necessary, desirable and sufficient to amend, supplement or substitute all and any such invalid, illegal or unenforceable provisions with enforceable and valid provisions which would produce as nearly as may be possible the result previously intended by the parties without renegotiation of any material terms and conditions stipulated herein.

(c) Assignability. Executive may not assign his interest in or delegate his duties under this Agreement. This Agreement is for the employment of Executive, personally, and the services to be rendered by him under this Agreement must be rendered by him and no other person. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the Company and its successors and assigns. Without limiting the foregoing and notwithstanding anything else in this Agreement to the contrary, the Company may assign this Agreement to, and all rights hereunder shall inure to the benefit of, any subsidiary of the Company or any person, firm or corporation resulting from the reorganization of the Company or succeeding to the business or assets of the Company by purchase, merger, consolidation or otherwise.

(d) Warranty by Executive. Executive represents and warrants to the Company that Executive is not subject to any contract, agreement, judgment, order or decree of any kind, or any restrictive agreement of any character, that restricts Executive's ability to perform his obligations under this Agreement or that would be breached by Executive upon his performance of his duties pursuant to this Agreement, and Executive shall indemnify and hold harmless the Company and the Affiliates from and against any and all liabilities, losses, claims, obligations or the like arising from or in connection with any breach of, or inaccuracy in, Executive's representations and warranties contained in this sentence.

(e) Compliance with Rules and Policies. Executive shall perform all services in accordance with the lawful policies, procedures and rules established by the Company. In addition, Executive shall comply with all laws, rules and regulations that are generally applicable to the Company or its subsidiaries and their respective employees, directors and officers.

(f) Withholding Taxes. All amounts payable hereunder shall be subject to the withholding of all applicable taxes and deductions required by any applicable law.

(g) Entire Agreement; Modification. This Agreement, together the Employee Confidentiality, Non-Solicitation and Inventions Assignment Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, supersedes all prior agreements and undertakings, both written and oral, and may not be modified or amended in any way except in writing by the parties hereto.

(h) Duration. Notwithstanding the Employment Term hereunder, this Agreement shall continue for so long as any obligations remain under this Agreement.

(i) Termination On or After Expiration of the Employment Term. Unless the Company and Executive otherwise agree in writing, any continuation of Executive's employment with the Company and its Affiliates beyond the expiration of the Employment Term shall be deemed an employment at will and shall not be deemed to extend any of the provisions of this Agreement (other than as provided in Sub-section 11(j)below), and Executive's employment may thereafter be terminated at will by Executive or the Company.

(j) Survival. The covenants set forth in Section 6 and the parties' respective rights and obligations under Section 8 shall survive and shall continue to be binding upon Executive and the Company, as the case may be, in accordance with their terms, notwithstanding the termination or expiration of this Agreement or the termination of Executive's employment for any reason whatsoever.

(l) Waiver. No waiver by either party hereto of any of the requirements imposed by this Agreement on, or any breach of any condition or provision of this Agreement to be performed by, the other party shall be deemed a waiver of a similar or dissimilar requirement, provision or condition of this Agreement at the same or any prior or subsequent time. Any such waiver shall be express and in writing, and there shall be no waiver by conduct. Pursuit by either party of any available remedy, either in law or equity, or any action of any kind, does not constitute waiver of any other remedy or action. Such remedies are cumulative and not exclusive.

(m) Counterparts. This Agreement may be executed in two or more counterparts, all of which taken together shall constitute one instrument.

(n) Section References. The words Section and Sub-section herein shall refer to provisions of this Agreement unless expressly indicated otherwise.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have hereunto executed this Agreement as of the day and year first written above.

MYND ANALYTICS, INC.

By: /s/ George Carpenter

Name: George Carpenter

Title: Chief Executive Officer

EXECUTIVE

/s/ Robert Plotkin

Robert Plotkin

Exhibit A FORM OF GENERAL RELEASE

THIS AGREEMENT AND RELEASE, dated as of [DATE] (this "Agreement"), is entered into by and between [EXECUTIVE] (Executive) and [COMPANY] (the Company).

WHEREAS, Executive entered into an employment agreement by and between Executive and the Company, dated as of _____ (the "Employment Agreement"); and

WHEREAS, Executive's employment with the Company will terminate effective as of [EFFECTIVE DATE];

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, Executive and the Company hereby agree as follows:

1. Executive shall be eligible for 30 days severance consistent with other executives and will be provided additional benefits (the "Severance Benefits") in accordance with the terms and conditions of Section 8 of the Employment Agreement; provided that, no such Severance Benefits shall be paid or provided if Executive revokes this Agreement pursuant to Section 4 below.

2. Executive, for and on behalf of himself and Executive's heirs, successors, agents, representatives, executors and assigns, hereby waives and releases any common law, statutory or other complaints, claims, demands, expenses, damages, liabilities, charges or causes of action (each, a Claim) arising out of or relating to Executive's employment or termination of employment with, Executive's serving in any capacity in respect of, or Executive's status at any time as a holder of any securities of, any of the Company and any of its affiliates (collectively, the Company Group), both known and unknown, in law or in equity, which Executive may now have or ever had against any member of the Company Group or any equity holder, agent, representative, administrator, trustee, attorney, insurer, fiduciary, employee, director or officer of any member of the Company Group, including their successors and assigns (collectively, the Company Releasees), including, without limitation, any claim for any severance benefit which might have been due Executive under any previous agreement executed by and between any member of the Company Group and Executive, and any complaint, charge or cause of action arising out of his employment with the Company Group under the Age Discrimination in Employment Act of 1967 (ADEA, a law which prohibits discrimination on the basis of age against individuals who are age 40 or older), the National Labor Relations Act, the Civil Rights Act of 1991, the Americans with Disabilities Act of 1990, Title VII of the Civil Rights Act of 1964, the Employee Retirement Income Security Act of 1974, the Family Medical Leave Act, the Equal Pay Act, the Securities Act of 1933, the Securities Exchange Act of 1934, the Rehabilitation Act of 1973, the Worker Adjustment and Retraining Notification Act, and the New York State Human Rights Law, all as amended; and all other federal, state and local statutes, ordinances and regulations. By signing this Agreement, Executive acknowledges that Executive intends to waive and release any rights known or unknown Executive may have against the Company Releasees under these and any other laws; provided that, Executive does not waive or release Claims (i) with respect to the right to enforce this Agreement or those provisions of the Employment Agreement that expressly survive the termination of Executive's employment with the Company, (ii) with respect to any vested right Executive may have under any employee pension or welfare benefit plan of the Company Group, or (iii) any rights to indemnification under any applicable indemnification agreement, any D&O insurance policy applicable to Executive and/or the Company's certificates of incorporation, charter and by-laws, or (iv) with respect to any claims that cannot legally be waived.

3. Executive acknowledges that Executive has been given twenty-one (21) days from the date of receipt of this Agreement to consider all of the provisions of the Agreement and, to the extent he has not used the entire 21-day period prior to executing the Agreement, he does hereby knowingly and voluntarily waive the remainder of said 21-day period. EXECUTIVE FURTHER ACKNOWLEDGES THAT HE HAS READ THIS AGREEMENT CAREFULLY, HAS BEEN ADVISED BY THE COMPANY TO CONSULT AN ATTORNEY, AND FULLY UNDERSTANDS THAT BY SIGNING BELOW HE IS GIVING UP CERTAIN RIGHTS WHICH HE MAY HAVE TO SUE OR ASSERT A CLAIM AGAINST ANY OF THE COMPANY RELEASEES, AS DESCRIBED HEREIN AND THE OTHER PROVISIONS HEREOF. EXECUTIVE ACKNOWLEDGES THAT HE HAS NOT BEEN FORCED OR PRESSURED IN ANY MANNER WHATSOEVER TO SIGN THIS AGREEMENT AND EXECUTIVE AGREES TO ALL OF ITS TERMS VOLUNTARILY.

4. Executive shall have seven (7) days from the date of Executive's execution of this Agreement to revoke the release, including with respect to all claims referred to herein (including, without limitation, any and all claims arising under ADEA). If Executive revokes the Agreement, Executive will be deemed not to have accepted the terms of this Agreement.

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

[PARTIES SIGNATURE BLOCK]



MYND Analytics Announces Acquisition of Arcadian Telepsychiatry Services to Expand AI & Data Analytics Platform in Telemedicine

MYnd Analytics, Inc. (NASDAQ:MYND), a predictive analytics company that uses machine learning, data analytics and artificial (augmented) intelligence to reduce trial and error prescribing, today announced that it has reached an agreement to extend its service offering by acquiring Arcadian Telepsychiatry Services, LLC. Arcadian Telepsychiatry Services manages the delivery of telepsychiatry and tele-mental health services through a network of licensed and credentialed master-level therapists and psychiatrists throughout the United States.

Arcadian, manages a suite of services including telepsychiatry, teletherapy, digital patient screening, curbside consultation, on-demand services, and scheduled encounters for all age groups 24 hours a day, 7 days a week. Arcadian utilizes patient engagement and re-engagement strategies so that care is effectively completed, helping to comfortably move inpatient care to outpatient, assisting patients in readjusting to their life routine, as well as reducing wait times for mental health treatment. Arcadian's customer base includes major health plans, health systems, and community based organizations.

Over eighty-nine million Americans live in federally designated Mental Health Professional Shortage Areas.ⁱ Two-thirds of US primary care physicians report not having adequate access to psychiatric care for their patients.ⁱⁱ Arcadian arranges on-demand telemedicine to expedite assessment, diagnosis, treatment, and disposition of patients in a wide variety of settings. Telepsychiatry involves the use of video conferencing equipment to conduct real time mental health consultation between a clinician and patient including individuals living in underserved areas or those with limited access to services.

Robert Plotkin, CEO and Founder of Arcadian, stated, "The acquisition of Arcadian by MYnd will enable Arcadian to scale the services that we manage for payors, and offer MYnd's clinically validated platform technology to our existing and new customers. Our mission is to help reduce patient suffering through increased access to care, and with MYnd's data analytics capabilities, we can help doctors reduce trial and error prescribing, which often occurs in mental health treatment, thereby improving the lives of patients while lowering overall health care costs."

George Carpenter, CEO of MYnd Analytics, commented, "We are excited to announce the acquisition of Arcadian, whose leadership team brings decades of behavioral health experience, delivering best in class telepsychiatry, tele-EAP and teletherapy services. This acquisition is highly strategic, as it provides us a foothold in the servicing of the rapidly growing telemedicine market, and an opportunity to leverage our technology platform. Arcadian's target customer base overlaps with our own and includes many of the leading government and non-profit agencies, hospital networks, private insurers including managed care organizations and other payors. Through its continued growth, Arcadian now facilitates the provision of services to consumers in over 42 states through its network of licensed clinicians. Moreover, the mission of our two organizations is closely aligned as we seek to leverage data and technology to reduce costs and improve mental health outcomes."

In connection with the transaction, MYnd will guarantee approximately \$800,000 of loan obligations from Arcadian, the majority of which are due in 2021, purchase pre-existing warrants in Arcadia for \$175,000, fund other transaction related expenses and engage Robert Plotkin as CEO of the Arcadian wholly owned subsidiary to grow the telepsychiatry business line.

“This transaction is an important step in MYnd Analytics’ strategy to grow both organically as well as through targeted acquisitions, in order to deliver best-in-class technology-enabled services,” said Dr. Robin Smith, Chairman of the Board of MYnd Analytics. “This transaction is particularly exciting as telemedicine is one of the fastest growing areas of healthcare services today and the shortage of mental health providers is driving strong demand for telepsychiatry services. Payors are paying tele-health companies ongoing fees for network access, in addition to the actual provision of services, and we believe this will help to accelerate our revenues over the next 24 months.”

About MYnd Analytics

MYnd Analytics, Inc. (www.myndanalytics.com) is a predictive analytics company that has developed a decision support tool to help physicians reduce trial and error treatment in mental health and provide more personalized care to patients. The Company’s Psychiatric EEG Evaluation Registry, or PEER Online, is a registry and reporting platform that allows medical professionals to exchange treatment outcome data for patients referenced to objective neurophysiology data obtained through a standard electroencephalogram (EEG). Based on the Company’s original physician-developed database, there are now more than 38,000 outcomes for over 10,000 unique patients in the PEER registry. The goal of PEER Online is to provide objective, personalized data to assist physicians in the selection of appropriate medications.

Forward-looking Statements

Except for the historical information contained herein, the matters discussed are forward-looking statements made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995, as amended. These forward-looking statements involve risks and uncertainties, such as statements regarding the intended acquisition of Arcadian by MYnd, future revenues, future earnings, future number of patients or clients, regulatory developments, market developments, new products and growth strategies, our ability to successfully expand into various market channels, the ability of our products to successfully target objectivity and increased efficiency in the treatment of depression and other mental health and psychiatric illnesses our ability to expand globally in areas where there is an opportunity to improve treatment in mental health, , Arcadian’s ability to utilize patient engagement and re-engagement strategies effectively, Arcadian’s ability to retain its customer base, the ability of Arcadian to grow rapidly and scale its services for payors, Arcadian’s ability to reduce patient suffering through increased access to care, Arcadian’s ability to use MYnd’s data analytics capabilities to successfully reduce trial and error prescribing, Arcadian’s ability to satisfy and comply with substantial state and Federal laws and regulations relating to the provision of health care, the increased costs and liabilities to MYnd of the Arcadian business, which has never generated a profit, the effects of any of the foregoing on MYnd’s or Arcadian’s future results or operations or financial conditions, the ability of MYnd’s and Arcadian’s products to successfully target objectivity and increased efficiency in the treatment of depression and other mental health and psychiatric illnesses, as well as those risks and uncertainties set forth in MYnd’s filings with the Securities and Exchange Commission. These risks and uncertainties could cause actual results to differ materially from any forward-looking statements made herein.

To read more about the benefits of this patented technology for patients, physicians and payers, please visit www.myndanalytics.com.

Contact:

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Crescendo Communications, LLC

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Email: mynd@crescendo-ir.com

ⁱ [http://www.socialsolutions.com/blog/barriers-to-mental-healthcare-access/Sept. 2017](http://www.socialsolutions.com/blog/barriers-to-mental-healthcare-access/Sept.2017).

ⁱⁱ Beyond Parity: Primary Care Physicians' Perspective On Access To Mental Health Care, Peter J. Cunningham Health Affairs May/June 2009 vol. 28 no. 3 w490-w501
