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

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**FORM 8-K**

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**CURRENT REPORT**  
Pursuant to Section 13 or 15(d) of The  
Securities Exchange Act of 1934

**Date of Report (Date of earliest event reported): March 29, 2018**

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**MYnd Analytics, Inc.**  
(Exact name of registrant as specified in its charter)

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

**001-35527**  
(Commission  
File Number)

**87-0419387**  
(IRS Employer  
Identification No.)

**26522 La Alameda, Suite 290**  
**Mission Viejo, CA 92691**  
(Address of principal executive offices)

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

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

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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 12v-2 of the Securities Exchange Act of 1934 (§240.12v-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.

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

On March 29, 2018, MYnd Analytics, Inc. (the “Company”) sold an aggregate of 1,050,000 units for \$2.00 per unit (the “Units”), each consisting of one share of newly-designated Series A Preferred Stock, par value \$0.001 per share (the “Series A Preferred Stock”) and one Warrant (the “Warrants”) to purchase one share of Common Stock (“Common Stock”), par value \$0.001 per share for \$2.34 per share in a private placement to three affiliates of the Company, for gross proceeds of \$2.1 million (the “Financing”). The private placement closed on March 29, 2018. The closing price per share of the Common Stock on the Nasdaq Stock Market on March 29, 2018 was \$1.19 per share.

Shares of the Company’s Series A Preferred Stock will be entitled to receive cash dividends at the rate of five percent (5.00%) of the Original Series A Issue Price per annum, payable out of funds legally available therefor.

The Warrants will be exercisable for a period of five years for an exercise price of \$2.34. The exercise price is subject to adjustment for stock splits, stock dividends, combinations or similar events. The Warrants may not be exercised on a cashless basis.

In connection with the Financing, the Company also entered into a registration rights agreement (the “Registration Rights Agreement”) with the investors, requiring the Company to register the resale of the shares of Common Stock underlying the preferred stock and the Warrants. Under the Registration Rights Agreement, holders of a majority of the registrable securities then outstanding (the “Majority Holders”) may by written notice to the Company (a “Demand Notice”) commencing six (6) months from the closing date, request the Company to effect the registration of all or part of the registrable securities owned by such Majority Holders and their respective affiliates on a Registration Statement on Form S-3. The Company has agreed to use its reasonable best efforts to cause such registration and/or qualification to be complete as soon as practicable, but in no event later than sixty (60) days, after receipt of the Demand Notice.

The Series A Preferred Stock were offered and sold in reliance upon the exemption from the registration requirements of the Securities Act of 1933, as amended (the “Securities Act”), set forth under Section 4(a)(2) of the Securities Act and Rule 506 of Regulation D promulgated under the Securities Act, relating to sales by an issuer not involving any public offering and in reliance on similar exemptions under applicable state laws. Each purchaser represented that it is an accredited investor and that it acquired the Series A Preferred Stock and Warrants for investment purposes only and not with a view to any resale, distribution or other disposition of such securities in violation of the United States federal securities laws. Neither this Current Report on Form 8-K, nor the exhibits attached hereto is an offer to sell or the solicitation of an offer to buy the securities described herein.

The Company expects to use the proceeds of the Financing for general corporate purposes.

John Pappajohn and Peter Unanue, directors of the Company, purchased \$1,000,000 and \$100,000 of the Units, respectively. Mary Pappajohn, the spouse of John Pappajohn, purchased \$1,000,000 of the Units.

The foregoing are only brief descriptions of the material terms of the Certificate of Designation, Registration Rights Agreement, and Warrant attached hereto as Exhibits 3.1, 10.1, and 10.2, respectively, and are incorporated herein by reference. The foregoing does not purport to be a complete description of the rights and obligations of the parties thereunder and such descriptions are qualified in their entirety by reference to such exhibits.

**Item 3.02. Unregistered Sales of Equity Securities.**

The information called for by this Item 3.02 is contained in Item 1.01, which is incorporated herein by reference.

**Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.**

On March 29, 2018, the Company filed a Certificate of Designation of Preferences, Rights of the Series A Preferred Stock (the “Certificate of Designation”). A summary of the Certification of Designation and the preferences, rights and limitations of the Series A Preferred Stock is as follows:

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*Dividends.* Shares of the Series A Preferred Stock will be entitled to receive cash dividends at the rate of five percent (5.00%) of the Original Series A Issue Price per annum, payable out of funds legally available therefor. Such dividends shall (i) accrue on shares of Series A Preferred Stock from the date of issuance of such shares, (ii) be cumulative, and (iii) be payable only (A) when, as and if declared by the Board of Directors, (B) upon the occurrence of a Liquidation Event or a Deemed Liquidation Event (whether or not such dividends have been declared) and (C) “in kind” upon a conversion of the Series A Preferred Stock. The value of Common Stock for purposes of determining shares issuable upon a payment in kind shall not be less than the original issue price of the Series A Preferred Stock.

*Voting Rights.* Each holder of a share of Series A Preferred Stock shall have the right to one vote for each share of Common Stock into which such Series A Preferred Stock could then be converted (with any fractional share determined on an aggregate conversion basis being rounded down to the nearest whole share). The holders shall be entitled to vote as a class on certain significant or corporate actions.

*Rank.* With respect to distributions upon a Liquidation Event (as defined below), the Series A Preferred Stock shall rank senior to the Common Stock and to each other class of the Company’s capital stock existing now or hereafter created that are not specifically designated as ranking senior to the Series A Preferred Stock.

*Liquidation Preference.* In the event of any voluntary or involuntary liquidation, dissolution or winding-up of the Company or such subsidiaries the assets of which constitute all or substantially all of the assets of the business of the Company and its subsidiaries, taken as a whole (“Liquidation Event”), the holders of shares of Series A Preferred Stock shall be entitled to receive, prior and in preference to any distribution in such Liquidation Event to the holders of any junior securities, including the Common Stock, by reason of their ownership thereof, an amount per share equal to the Series A Liquidation Preference for each outstanding share of Series A Preferred Stock then held by them. After the payment or setting apart of payment of the full preferential amounts required to be paid to the holders of shares of Series A Preferred Stock, the remaining assets and funds legally available for distribution to the Company’s stockholders shall be distributed among the holders of the shares of Common Stock ratably on a per-share basis.

*Consolidation; Merger.* A (i) consolidation or merger of the Company with or into any other entity in which the stockholders of the Company immediately prior to such transaction do not own a majority of the voting capital stock of the surviving entity, (ii) sale, lease, transfer, exclusive license, conveyance or disposition of all or substantially all of the assets of the Company, or (iii) the effectuation by the Company of a transaction or series of related transactions in which more than 50% of the voting power of the Company is disposed of (each of (i), (ii) and (iii), a “Deemed Liquidation Event”), will each be deemed to be a Liquidation Event within the meaning of the Certificate of Designation, unless elected otherwise by vote of the Required Holders. Any securities to be delivered to the stockholders pursuant to a Deemed Liquidation Event will be valued at fair market value.

*Conversion.* Each Holder of shares of Series A Preferred Stock shall have the right (the “Conversion Right”), at any time and from time to time, at such holder’s option, to convert all or any portion of such holder’s shares of Series A Preferred Stock into fully paid and non-assessable shares of Common Stock. Upon a holder’s election to exercise its Conversion Right, each share of Series A Preferred Stock for which the Conversion Right is exercised shall be converted into such number of shares of Common Stock as is determined by dividing the Original Purchase Price by the conversion price for the Series A Preferred Stock at the time in effect.

The foregoing description of the Certificate of Designation is not complete and is qualified in its entirety by reference to the full text of the Certificate of Designation, which is attached hereto as Exhibit 3.1 and incorporated herein by reference.

**Item 8.01 Other Events.**

On April 3, 2018, the Company issued a press release announcing the Financing. The full text of the press release is attached as Exhibit 99.1 to this Form 8-K and is incorporated herein by reference.

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

(d) *Exhibits.*

| <b>Exhibit No.</b>          | <b>Description</b>   |
|-----------------------------|--|
| <a href="#"><u>3.1</u></a>  | <a href="#"><u>Form of Certificate of Designation of Preferences, Rights of the Series A Preferred Stock</u></a> |
| <a href="#"><u>10.1</u></a> | <a href="#"><u>Form of Registration Rights Agreement</u></a>   |
| <a href="#"><u>10.2</u></a> | <a href="#"><u>Form of Warrant</u></a>   |
| <a href="#"><u>99.1</u></a> | <a href="#"><u>Press Release of MYnd Analytics, Inc., dated April 3, 2018</u></a>                                |

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**SIGNATURES**

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

**MYND ANALYTICS, INC.**

April 3, 2018

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

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CERTIFICATE OF DESIGNATION, PREFERENCES AND RIGHTS  
OF SERIES A PREFERRED STOCK

OF

MYND ANALYTICS, INC.

MYnd Analytics, Inc., a Delaware corporation (the "Corporation"), pursuant to the provisions of Section 151 of the General Corporation Law of the State of Delaware, does hereby make this Certificate of Designation under the corporate seal of the Corporation and does hereby state and certify that pursuant to the authority expressly vested in the Board of Directors of the Corporation by its Certificate of Incorporation, as amended on March 30, 2012 by certificate of amendment and further amended on May 31, 2013 by certificate of amendment ("Certificate of Incorporation"), the Board of Directors has duly adopted the following resolutions:

RESOLVED, that, pursuant to Article IV of the Certificate of Incorporation (which authorizes 15,000,000 shares of undesignated preferred stock, \$0.001 par value per share ("Preferred Stock")), the Board of Directors hereby fixes the designations and preferences and relative, participating, optional and other special rights and qualifications, limitations and restrictions of a series of Preferred Stock consisting of 1,500,000 shares to be designated as Series A Preferred Stock (the "Series A Preferred Stock").

Series A Preferred Stock

RESOLVED, that the holders of the Series A Preferred Stock, except as otherwise provided by law, shall have and possess the following rights and preferences, subject to the following qualifications, limitations and restrictions. Except as otherwise provided in this Certificate of Designation or as otherwise required by applicable law, all shares of Series A Preferred Stock shall be identical in all respects and shall entitle the holders thereof to the same rights and privileges, subject to the same qualifications, limitations and restrictions.

1. Designation; Number of Shares. This series of Preferred Stock shall be designated as the Series A Preferred Stock, and the number of shares which shall constitute such series shall be 1,500,000. The par value of the Series A Preferred Stock shall be \$0.001 per share.
  2. Definitions. As used herein, the following terms shall have the following definitions:
    - (a) "Bylaws" shall mean the Bylaws of the Corporation.
    - (b) "Common Stock" means the Class A Common Stock, par value \$0.001 per share, of the Corporation.
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- (c) “Common Stock Equivalents” shall have the meaning set forth in Section 5(b)(i) hereof.
- (d) “Conversion Price” shall have the meaning set forth in Section 5(a) hereof.
- (e) “Conversion Rate” shall have the meaning set forth in Section 5(a) hereof.
- (f) “Conversion Rights” shall have the meaning set forth in Section 5 hereof.
- (g) “Convertible Securities” means any indebtedness or other security convertible into or exchangeable for Common Stock.
- (h) “Deemed Liquidation Event” shall have the meaning set forth in Section 4(b).
- (i) “Fair Market Value” shall have the meaning set forth in Section 4(b)(i) hereof.
- (j) “Junior Stock” shall have the meaning set forth in Section 3(a) hereof.
- (k) “Original Series A Issue Price” means \$1.875 per share of Series A Preferred Stock (appropriately adjusted for stock splits, reverse stock splits and similar type transactions or occurrences with respect to the Series A Preferred Stock).
- (l) “Required Holders” shall mean, at any time, the holders of a majority of the then outstanding shares of Series A Preferred Stock.
- (m) “Series A Issuance Date” means the date on which the first share of Series A Preferred Stock is issued.
- (n) “Series A Liquidation Preference” means, as to each share of Series A Preferred Stock, the greater of (i) one times the Original Series A Issue Price, plus all accrued or declared but unpaid dividends thereon, if any, as adjusted for stock splits, reverse stock splits and similar type transactions or occurrences with respect to the Series A Preferred Stock or (ii) the amount that the holders of the Series A Preferred Stock would receive per share of Common Stock if all shares of Series A Preferred Stock were converted to Common Stock immediately prior to a Liquidation Event (as defined below).
- (o) “Series A Preferred Stock” means the Series A Preferred Stock, par value \$0.001 per share, of the Corporation.

3. Dividend Provisions.

(a) Dividend Preference. The holders of the Series A Preferred Stock, in preference to the holders of Common Stock and any other stock of the Corporation that is not expressly designated as senior to or on parity with the Series A Preferred Stock (collectively, the "Junior Stock"), shall be entitled to receive cash dividends at the rate of five percent (5.00%) of the Original Series A Issue Price per annum, payable out of funds legally available therefor. Such dividends shall (i) accrue on shares of Series A Preferred Stock from the date of issuance of such shares, (ii) be cumulative, and (iii) be payable only (A) when, as and if declared by the Board of Directors (and the Board of Directors shall be under no obligation to declare or pay such dividends), (B) upon the occurrence of a Liquidation Event or a Deemed Liquidation Event (whether or not such dividends have been declared) and (C) "in kind" upon a conversion of the Series A Preferred Stock pursuant to the terms of Section 5 hereof. For purposes hereof, upon a conversion, the Company shall have the option to award the holders of Series A Preferred Stock such number of shares of Common Stock equal to the total dollar amount of accrued and unpaid dividends valued at the greater of (i) Fair Market Value or (ii) the Conversion Price. Except as set forth in the preceding sentence, no right shall accrue to holders of shares of Series A Preferred Stock by reason of the fact that dividends on said shares are not declared in any prior year, nor shall any undeclared or unpaid dividend bear or accrue any interest.

(b) Priority of Dividends. For so long as any shares of Series A Preferred Stock remain outstanding, no dividends, whether in cash or property (other than those payable solely in Common Stock of the Corporation), shall be declared or paid, nor shall any other distribution be made, on any Junior Stock, nor shall any shares of any Junior Stock be purchased, redeemed or otherwise acquired for value by the Corporation (except for acquisitions of Common Stock by the Corporation pursuant to agreements that permit the Corporation to repurchase such shares upon termination of services to, or employment with, the Corporation), until all dividends on the Series A Preferred Stock at the rate set forth in the preceding paragraph (a) shall have been paid or declared and set apart. No dividend shall be paid on any share of Common Stock unless a dividend (including the amount of any dividends paid pursuant to the preceding paragraph (a)) is paid with respect to all outstanding shares of Series A Preferred Stock in an amount for each such share of Series A Preferred Stock equal to or greater than the aggregate amount of such dividends for all shares of Common Stock into which each such share of Series A Preferred Stock is then convertible.

(c) Other Distributions. In the event the Corporation shall declare a distribution (other than any distribution described in Section 4) payable in securities of other persons, evidences of indebtedness issued by the Corporation or other persons, assets (excluding cash dividends) or options or rights to purchase any such securities or evidences of indebtedness, then, in each such case, the holders of the Series A Preferred Stock shall be entitled to a proportionate share of any such distribution as though the holders of the Series A Preferred Stock were holders of the number of shares of Common Stock of the Corporation into which their respective shares of Series A Preferred Stock are convertible as of the record date fixed for the determination of the holders of Common Stock of the Corporation entitled to receive such distribution.



4. Liquidation Preference.

(a) Priority. In the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary (each, a "Liquidation Event"), the assets of the Corporation legally available for distribution to its stockholders, shall be distributed in the following order of priority:

(i) The holders of shares of Series A Preferred Stock shall be entitled to receive, prior and in preference to any distribution in such Liquidation Event to the holders of Junior Stock by reason of their ownership thereof, an amount per share equal to the Series A Liquidation Preference for each outstanding share of Series A Preferred Stock then held by them. If, upon the occurrence of any Liquidation Event, the assets of the Corporation thus distributed among the holders of shares of Series A Preferred Stock shall be insufficient to permit the payment to such holders of the full aforesaid preferential amounts, then the entire assets of the Corporation legally available for distribution shall be distributed on a pro rata basis among the holders of shares of Series A Preferred Stock (in proportion to the number of shares of Series A Preferred Stock held by each such holder).

(ii) After the payment or setting apart of payment of the full preferential amounts required to be paid to the holders of shares of Series A Preferred Stock in accordance with Sections 4(a)(i) above, the remaining assets and funds legally available for distribution to the Corporation's stockholders shall be distributed among the holders of the shares of Common Stock ratably on a per-share basis.

(b) Consolidation, Merger, Etc. A (i) consolidation or merger of the Corporation with or into any other entity in which the stockholders of the Corporation immediately prior to such transaction do not own a majority of the voting capital stock of the surviving entity, (ii) sale, lease, transfer, exclusive license, conveyance or disposition of all or substantially all of the assets of the Corporation, or (iii) the effectuation by the Corporation of a transaction or series of related transactions in which more than 50% of the voting power of the Corporation is disposed of (each of (i), (ii) and (iii), a "Deemed Liquidation Event"), shall each be deemed to be a Liquidation Event within the meaning of this Section 4, unless elected otherwise by vote of the Required Holders. Any securities to be delivered to the stockholders pursuant to such events shall be valued as follows:

(i) Securities not subject to investment letter or other similar restrictions on free marketability ("Fair Market Value"):

(A) If traded on a securities exchange or a national interdealer quotation system such as NASDAQ, the value shall be deemed to be the average of the closing prices of the securities on such exchange over the 30-day period ending three (3) days prior to the closing;

(B) If actively traded over-the-counter, the value shall be deemed to be the average of the closing bid prices over the 30-day period ending three (3) days prior to the closing; and

(C) If there is no active public market, the value shall be the fair market value thereof, as determined by the Board of Directors.

(ii) The method of valuation of securities subject to investment letter or other restrictions on free marketability shall be to make an appropriate discount from the market value determined above in Section 4(b)(i)(A), (B) or (C) hereof to reflect the approximate fair market value thereof, as determined by the Board of Directors.

5. Conversion. The holders of shares of Series A Preferred Stock shall have conversion rights as follows (the "Conversion Rights"):

(a) Right to Convert. Each share of Series A Preferred Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share, at the office of the Corporation or any transfer agent for the Series A Preferred stock, into such number of fully paid and nonassessable shares of Common Stock (the "Conversion Rate") as is determined by dividing the Original Series A Issue Price by the conversion price (the "Conversion Price") for the Series A Preferred Stock at the time in effect. The initial Conversion Price per share for shares of Series A Preferred Stock shall be the Original Series A Issue Price; provided, however, that the Conversion Price for the Series A Preferred Stock shall be subject to adjustment as set forth in Sections 5(b)(i) and 5(c) hereof.

(b) Mechanics of Conversion. Before any holder of shares of Series A Preferred Stock shall be entitled to convert any of such shares into shares of Common Stock, such holder shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent for the Series A Preferred Stock, and shall give written notice by mail, postage prepaid, or hand delivery, to the Corporation at its principal corporate office, of the election to convert the same and shall state therein the name or names in which the certificate or certificates for shares of Common Stock are to be issued. The Corporation shall, as soon as practicable thereafter, issue and deliver at such office to such holders of shares of Series A Preferred Stock, or to the nominee or nominees of such holders, a certificate or certificates for the number of shares of Common Stock to which such holder shall be entitled as aforesaid. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the shares of Series A Preferred Stock to be converted, and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock as of such date. If the conversion is in connection with an underwritten offering of securities registered pursuant to the Securities Act of 1933, as amended, the conversion may, at the option of any holder tendering the Series A Preferred Stock for conversion, be conditioned upon the closing with the underwriter of the sale of securities pursuant to such offering, in which event the person(s) entitled to receive Common Stock issuable upon such conversion of the Series A Preferred Stock shall not be deemed to have converted such Series A Preferred Stock until immediately prior to the closing of such sale of securities.

(i) Conversion on Split or Subdivision of Outstanding Shares. In the event the Corporation at any time or from time to time after the Series A Issuance Date fixes a record date for the effectuation of a split or subdivision of the outstanding shares of Common Stock or the determination of holders of shares of Common Stock entitled to receive a dividend or other distribution payable in additional shares of Common Stock or other securities or rights convertible into, or entitling the holder thereof to receive directly or indirectly, additional shares of Common Stock (hereinafter referred to as “Common Stock Equivalents”) without payment of any consideration by such holder for the additional shares of Common Stock or Common Stock Equivalents (including the additional shares of Common Stock issuable upon conversion or exercise thereof), then, as of such record date (or the date of such dividend, distribution, split or subdivision if no record date is fixed), the Conversion Price of the Series A Preferred Stock shall be appropriately decreased so that the number of shares of Common Stock issuable on conversion of each share of Series A Preferred Stock shall be increased in proportion to such increase in the outstanding shares of Common Stock and in the aggregate number of shares issuable with respect to Common Stock Equivalents. If the number of shares of Common Stock outstanding at any time after the Series A Issuance Date is decreased by a reverse split or a combination of the outstanding shares of Common Stock, then, following the record date of such combination, the Conversion Price for the Series A Preferred Stock shall be appropriately increased so that the number of shares of Common Stock issuable on conversion of each share of Series A Preferred Stock shall be decreased in proportion to such decrease in the outstanding shares of Common Stock.

(c) Recapitalization. If at any time or from time to time there shall be a recapitalization of Common Stock (other than a subdivision, combination or Deemed Liquidation Event provided for in Section 4 hereof), provision shall be made so that each holder of shares of Series A Preferred Stock shall thereafter be entitled to receive, upon conversion of the Series A Preferred Stock, the number of shares of stock or other securities or property of the Corporation or otherwise, receivable upon such recapitalization by a holder of the number of shares of Common Stock into which such shares of Series A Preferred Stock could have been converted immediately prior to such recapitalization. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 5 with respect to the rights of the holders of shares of Series A Preferred Stock after the recapitalization to the end that the provisions of this Section 5 (including adjustments of the Conversion Price then in effect and the number of shares purchasable upon conversion of the Series A Preferred Stock) shall be applicable after that event as nearly equivalent as may be practicable.

(d) No Impairment. The Corporation will not, by amendment of the Certificate of Incorporation or through any reorganization, recapitalization or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation, but will at all times in good faith assist in the carrying out of all the provisions of this Section 5 and in the taking of all such action as may be necessary or appropriate in order to protect the Conversion Rights of the holders of shares of Series A Preferred Stock against impairment.

(e) No Fractional Shares. No fractional shares shall be issued upon conversion of the Series A Preferred Stock and the number of shares of Common Stock to be issued shall be rounded down to the nearest whole share. The Corporation shall pay in cash to each holder of shares of Series A Preferred Stock the fair value of the fraction of a share lost by virtue of such rounding down. The fair value shall be equal to the fraction multiplied by the then effective Conversion Price. Whether or not fractional shares result from such conversion shall be determined on the basis of the total number of shares of Series A Preferred Stock the holder is at the time converting into Common Stock and the number of shares of Common Stock issuable upon such aggregate conversion.

(f) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Conversion Price of the Series A Preferred Stock pursuant to this Section 5, the Corporation, at its expense, shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of shares of Series A Preferred Stock a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, upon the written request at any time of any holder of shares of Series A Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth (i) such adjustment and readjustment, (ii) the Conversion Price at the time in effect, and (iii) the number of shares of Common Stock and the amount, if any, of other property which at the time would be received upon the conversion of a share of Series A Preferred Stock.

(g) Notices of Record Date. In the event of any taking by the Corporation of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend (other than a cash dividend) or other distribution, any right to subscribe for, purchase or otherwise acquire any shares of stock of any class or any other securities or property, or to receive any other right, the Corporation shall mail to each holder of shares of Series A Preferred Stock, at least twenty (20) days prior to the date specified therein, a notice specifying the date on which any such record is to be taken for the purpose of such dividend, distribution or right, and the amount and character of such dividend, distribution or right.

(h) Reservation of Stock Issuable Upon Conversion. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of Series A Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of Series A Preferred Stock, and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then-outstanding shares of Series A Preferred Stock, then in addition to such other remedies as shall be available to the holder of such shares of Series A Preferred Stock, the Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes.

(i) Notices. Any notice required by the provisions of this Section 5 to be given to the holders of shares of Series A Preferred Stock shall be deemed given when received if delivered via courier or by facsimile (with confirmation of receipt), or when sent if delivered by United States mail, postage prepaid, and addressed to each holder of record at his, her or its address appearing on the books of the Corporation.

6. Status of Converted Stock. In the event any shares of Series A Preferred Stock are converted pursuant to Section 5 hereof, the shares so converted shall be canceled, retired and eliminated and shall not be reissued by the Corporation.

7. Voting Rights. Each holder of a share of Series A Preferred Stock shall have the right to one vote for each share of Common Stock into which such Series A Preferred Stock could then be converted (with any fractional share determined on an aggregate conversion basis being rounded down to the nearest whole share). Except as otherwise provided in the Certificate of Incorporation or by applicable law, the holders of shares of Series A Preferred Stock shall have full voting rights and powers equal to the voting rights and powers of the holders of shares of Common Stock, and shall be entitled to notice of any stockholders' meeting in accordance with the Bylaws of the Corporation and applicable law and shall vote, together with the holders of shares of Common Stock (and any other class or series of stock entitled to vote together as one class with the Common Stock), with respect to any question upon which holders of shares of Common Stock have the right to vote, as a single class.

8. Protective Provisions.

So long as twenty-five percent (25%) of the shares of Series A Preferred Stock remain outstanding, in addition to any other vote or approval required under the Corporation's Certificate of Incorporation or Bylaws, the Corporation shall not, without first obtaining the approval (by vote or written consent, as provided by law) of the holders of a majority of the then-outstanding shares of Series A Preferred Stock, voting separately as a class:

(a) liquidate, dissolve or wind-up the affairs of the Corporation, or effect any merger or consolidation or any other Deemed Liquidation Event;

(b) amend, alter or repeal the provisions of the Bylaws or Certificate of Incorporation of the Corporation in a manner that materially adversely affects the rights, preferences and privileges of the Series A Preferred Stock;

(c) create, authorize or issue securities, including securities convertible into or exercisable for any equity security, which, by their terms, are senior to, or pari passu with, the Series A Preferred Stock with respect to rights upon liquidation or sale of the Corporation, dissolution, dividends, redemption, voting or otherwise; or increase the authorized number of shares of Series A Preferred Stock;

(d) purchase, redeem or pay any dividend on any capital stock prior to the Series A Preferred Stock, other than stock repurchased from former employees or consultants in connection with the termination and cessation of their employment or services with the Corporation;

(e) create or authorize the creation of any debt other than equipment leases, bank lines of credit or similar obligations of the Corporation made in the ordinary course of business; or

(f) take any other action for which a vote of the Series A Preferred Stock, voting as a separate class, shall be required under applicable law.

9. Amendments and Waivers. Any of the rights, powers, preferences or other terms of Series A Preferred Stock set forth in this Certificate of Designation may be amended, terminated or waived on behalf of all holders of Series A Preferred Stock by the affirmative written consent or vote of the Required Holders, voting as a single class on an as-converted to Common Stock basis. Any amendment or waiver effected in accordance with this Section 9 shall be binding upon the holders of the Series A Preferred Stock and each transferee of the shares (or the Common Stock issuable upon conversion thereof), each future holder of all such securities, and the Corporation.

*[Signature page follows]*

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Designation, Preferences and Rights of Series A Preferred Stock to be duly executed by its Chief Financial Officer this 29th day of March, 2018.

MYND ANALYTICS, INC.

By: /s/ Don E. D'Ambrosio  
Don E. D'Ambrosio,  
Chief Financial Officer

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## REGISTRATION RIGHTS AGREEMENT

This **REGISTRATION RIGHTS AGREEMENT** (this “**Agreement**”), dated as of March 28, 2018, is entered into by and among MYnd Analytics, Inc., a Delaware corporation (the “**Company**”) and the holders (“**Holder**s”) of Registrable Securities acquired pursuant to a Subscription Agreement for Shares of Series A Preferred Stock and Common Stock Purchase Warrants (“**Subscription Agreement**”) dated on the same date as the date hereof who execute this Agreement in counterpart agreeing to be bound by the terms hereof. The Company and the Holders are referred to herein as “**parties**” collectively and a “**party**” individually.

## WITNESSETH

**WHEREAS**, the Company and the Holders are parties to the Subscription Agreement, pursuant to which the Holders are purchasing an aggregate of 1,050,000 shares of Series A Preferred Stock, par value \$0.001 per shares (“**Series A Preferred**”) and Warrants (“**Warrants**”) to purchase an aggregate of 1,050,000 shares of Common Stock, par value \$0.001 (“**Common Stock**”) of the Company; and

**WHEREAS**, in connection with the consummation of the transactions contemplated by the Subscription Agreement, and pursuant to the terms of the Subscription Agreement, the parties desire to enter into this Agreement in order to grant certain registration rights to the Holders as set forth below.

**NOW, THEREFORE**, in consideration of the premises set forth above, the mutual promises and covenants set forth herein and other good and valuable consideration, and subject to and on the terms and conditions set forth herein, the parties agree as follows:

**1. INTERPRETATION**

**1.1 Definitions.** The following terms shall have the meanings set forth or referenced below:

“**Affiliate**” means, with respect to any specified Person, any other Person that directly, or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such specified Person.

“**Applicable Exchange**” means The NASDAQ Market or such other exchange on which the Common Stock of the Company trades.

“**Business Day**” means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by Law to be closed in New York.

“**Commission**” means the SEC or any other federal agency at the time administering the Securities Act.

“**Common Stock**” means the common stock, par value \$0.001 per share, of the Company and any other common equity securities issued by the Company, and any other shares of stock issued or issuable with respect thereto (whether by way of a stock dividend or stock split or in exchange for or upon conversion of such shares or otherwise in connection with a combination of shares, distribution, recapitalization, merger, consolidation or other corporate reorganization).

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“**Control**” (including the terms “**Controlled by**” and “**under common Control with**”) 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, as trustee or executor, by contract or otherwise, including the ownership, directly or indirectly, of securities having the power to elect a majority of the board of directors or similar body governing the affairs of such Person.

“**Exchange Act**” means the United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

“**Exempt Registration**” means a Registration by the Company relating solely to the sale of Securities to participants in any employee equity incentive plan adopted by the Company.

“**FINRA**” means the Financial Industry Regulatory Authority, Inc.

“**Holders**” means the holders of the Registrable Securities, together with any transferees and assigns of any such record holder.

“**Law**” means any federal, national, foreign, supranational, state, provincial or local statute, law, ordinance, regulation, rule, code, order, requirement or rule of law (including common law), official policy or interpretation of any federal, national, foreign, supranational, state, provincial, local, municipal or other political subdivision or other government, governmental, regulatory or administrative authority, agency, board, bureau, department, instrumentality or commission or any court, tribunal, judicial or arbitral body of competent jurisdiction or stock exchange with jurisdiction over the parties hereto, as the case may be.

“**Person**” means any individual, partnership, firm, corporation, association, trust, unincorporated organization or other entity, as well as any syndicate or group that would be deemed to be a person under Section 13(d)(3) of the Exchange Act.

“**Registration**” means a registration effected by preparing and filing a Shelf Registration Statement and the declaration or ordering of the effectiveness of that Shelf Registration Statement, which shall be modified or supplemented, as applicable. The terms “**Register**” and “**Registered**” have meanings correlative to the foregoing.

“**Registrable Securities**” shall mean (a) any shares of Common Stock held by the Holders issued upon conversion or exchange of the Series A Preferred, (b) any shares of Common Stock held by the Holders issued upon exercise or exchange of the Warrants (c) any shares of Common Stock issued or issuable with respect to any shares described in subsection (a) and (b) above by way of a stock dividend or stock split or in connection with a combination of shares, recapitalization, merger, consolidation or other reorganization (it being understood that for purposes of this Agreement, a Person shall be deemed to be a holder of Registrable Securities whenever such Person has the right to then acquire or obtain from the Company any Registrable Securities, whether or not such acquisition has actually been effected). As to any particular Registrable Security, such securities shall cease to be Registrable Securities when: (i) a registration statement with respect to the sale of such securities shall have become effective under the Securities Act and such securities shall have been sold, transferred, disposed of or exchanged in accordance with such registration statement; (ii) such securities shall have been otherwise transferred, new certificates for such securities not bearing a legend restricting further transfer shall have been delivered by the Company and subsequent public distribution of such securities shall not require registration under the Securities Act; (iii) such securities shall have ceased to be outstanding; (iv) such securities have been sold to, or through, a broker, dealer or underwriter in a public distribution or other public securities transaction; or (v) such securities may be sold without registration pursuant to Rule 144 promulgated under the Securities Act with no volume or other restrictions or limitations.

“**Rule 144**” means Rule 144 promulgated under the Securities Act, as amended from time to time (or any successor provision).

“**SEC**” means the United States Securities and Exchange Commission.

“**Securities**” means any equity interest of, or shares of any class in the share capital (common, preferred or otherwise) of, the Company and any convertible securities, options, warrants and any other type of equity or equity-linked securities convertible, exercisable or exchangeable for any such equity interest or shares of any class in the share capital of the Company.

“**Securities Act**” means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“**Series A Preferred Stock**” shall have the meaning set forth in the preamble.

“**Shelf Registration Statement**” means a registration statement prepared on Form S-3 (or a successor form or substantially similar form then in effect) or another appropriate form for an offering to be made on a delayed or continuous basis pursuant to Rule 415 under the Securities Act (or any successor provision).

“**U.S. Securities Laws**” means the federal securities Laws of the United States, including the Exchange Act and the Securities Act, and any applicable securities Laws of any State of the United States.

“**Warrants**” shall have the meaning set forth in the preamble.

**1.2 Interpretation.** In this Agreement, except to the extent otherwise provided or that the context otherwise requires:

- (a) when a reference is made in this Agreement to a Section, such reference is to a Section of this Agreement;
- (b) the headings for this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement;

(c) the words “hereof,” “herein” and “hereunder” and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement;

(d) all terms defined in this Agreement have the defined meanings when used in any certificate or other document made or delivered pursuant hereto, unless otherwise defined therein;

(e) the definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms;

(f) references to a Person are also to its successors and permitted assigns; and

(g) the use of the term “or” is not intended to be exclusive.

## 2. DEMAND SHELF REGISTRATION.

### 2.1 Demand Shelf Registration.

The Company shall take all action necessary to facilitate its eligibility under U.S. Securities Laws to use a Shelf Registration Statement. Six (6) months following the date of this Agreement and subject to the terms herein, holders of a majority of the Registrable Securities then outstanding (the “**Majority Holders**”) may by written notice to the Company (a “**Demand Notice**”) request the Company to effect the Registration of all or part of the Registrable Securities owned by such Majority Holders and their respective Affiliates. Upon receipt of such a request, (i) the Company shall promptly (but in no event later than twenty (20) days following receipt thereof) deliver notice of such request to all other holders of Registrable Securities who shall then have twenty (20) days from the date such notice is given to notify the Company in writing of their desire to be included in such registration, and (ii) the Company shall as soon as practicable, cause the Registrable Securities specified in such Demand Notice and the Registrable Securities held by the other holders of Registrable Securities who gave such notice to the Company, to be Registered and/or qualified for sale and distribution in such jurisdictions as the Majority Holders may reasonably request. The Company shall use its reasonable best efforts to cause such Registration and/or qualification to be complete as soon as practicable, but in no event later than sixty (60) days, after receipt of the Demand Notice. The Company shall be obligated to effect no more than two (2) Registrations requested by the Majority Holders under this Section 2.1; provided that a Registration shall not be deemed to have been effected under this Section 2.1 unless (i) all Registrable Securities set forth in such Demand Notice are Registered in such Registration and (ii) the offering of Registrable Securities pursuant to such Shelf Registration is not subject to any stop order, injunction or other order or requirement of the Commission (other than any such stop order, injunction, or other requirement of the Commission prompted by act or omission of the Holders of a majority of the Registrable Securities requested to be included therein). The Company shall not include in any Demand Registration any securities which are not Registrable Securities without the prior written consent of the Holders of a majority of the Registrable Securities requested to be included therein.

**2.2 Limitation; Right of Deferral.** If, after receiving a Demand Notice, the Company furnishes to the Majority Holders a certificate signed by a director of the Company stating that, in the good faith judgment of the board of directors of the Company, it would be materially interfere with a bona fide business, acquisition or divestiture or financing transaction of the Company or is reasonably likely to require premature disclosure of information, the premature disclosure of which would reasonably be expected to materially and adversely affect the Company, then the Company shall have the right to defer such filing for a period not to exceed ninety (90) days from the receipt of a Demand Notice (which may be extended by up to 30 days by written notice of the Company); provided, that the Company shall not utilize this right more than once in any 12-month period; and provided further that the Company shall not Register any other Securities for resale by other stockholders during such sixty (60) day period (other than Exempt Registrations). In the event that the Company exercises such right, the Majority Holders shall be entitled to withdraw the Demand Notice by written notice to the Company and such withdrawn Demand Notice shall not constitute a request by the Majority Holders to effect a Registration under Section 2.1.

**2.3 Shelf Registration.** Unless such Shelf Registration Statement shall become automatically effective, the Company shall use its reasonable best efforts to cause the Shelf Registration Statement to become or be declared effective by the Commission for all of the Registrable Securities of such Holder as promptly as practicable after the filing thereof. The Company shall use its reasonable best efforts to keep such Shelf Registration Statement (or a successor Shelf Registration Statement filed with respect to the Registrable Securities) continuously effective (including by filing a new Shelf Registration Statement if the initial Shelf Registration Statement expires) in order to permit the prospectus or any prospectus supplement related thereto to be lawfully delivered and the Shelf Registration Statement useable for resale of such Registrable Securities until such Registration Securities may be sold without restriction or limitation under Rule 144.

**2.4 Rule 415.** Notwithstanding anything to the contrary contained herein, if the SEC specifically prohibits the Shelf Registration Statement from including all Registrable Securities (“**SEC Guidance**”) (provided that the Company shall advocate with the SEC for the registration of all or the maximum number of the Registrable Securities permitted by SEC Guidance to be included in such Shelf Registration Statement, such maximum number, the “**Rule 415 Amount**”), then the Company will not be in breach of this Agreement by following such SEC Guidance, and the Company will file such additional Shelf Registration Statements at the earliest practicable date on which the Company is permitted by SEC Guidance to file such additional Shelf Registration Statements related to the Registrable Securities, each registering the Rule 415 Amount, seriatim, until all of the Registrable Securities have been registered. Notwithstanding anything to the contrary contained herein, the amount of Registrable Securities required to be included in the initial Shelf Registration Statement as described in this Section 2 shall equal the lesser of (a) the amount of Registrable Securities that Holders request to have so registered pursuant to this Section 2 and (b) the maximum amount of Registrable Securities which may be included in a Shelf Registration Statement without exceeding the Rule 415 Amount.

### 3. PROCEDURES.

**3.1 Registration Procedures and Obligations.** Whenever required under this Agreement to effect the Registration of any Registrable Securities held by the Holders, the Company shall, as expeditiously as possible:

(a) prepare and file with the Commission a Shelf Registration Statement with respect to those Registrable Securities and use its reasonable best efforts to cause that Shelf Registration Statement to become effective, and, keep the Shelf Registration Statement effective and current for such period of time as is necessary to permit the sale of the Registrable Securities thereunder; provided, however, that before filing such Shelf Registration Statement or any amendments thereto, the Company will furnish to the Holders copies of all such documents proposed to be filed;

( b ) prepare and file with the Commission amendments and supplements to that Shelf Registration Statement and the prospectus or prospectus supplement used in connection with the Shelf Registration Statement as may be necessary to comply with the provisions of U.S. Securities Law with respect to the disposition of all securities covered by the Shelf Registration Statement;

(c) furnish to the Holders and underwriters the number of copies of a prospectus, including a preliminary prospectus, required by U.S. Securities Laws, and any other documents as they may reasonably request in order to facilitate the disposition of Registrable Securities owned by such Holders;

( d ) use its reasonable best efforts to Register and qualify the Securities covered by the Shelf Registration Statement under U.S. Securities Laws, as reasonably requested by the Holders; provided that the Company shall not be required to qualify to do business or file a general consent to service of process in any such jurisdictions; and provided, further, that in the event any jurisdiction in which the securities shall be qualified imposes a non-waivable requirement that expenses incurred in connection with the qualification of the securities be borne by the selling shareholders, those expenses shall be payable by such selling shareholders on a *pro rata* basis;

(e) promptly notify each Holder: (i) when the Shelf Registration Statement, the prospectus or any prospectus supplement related thereto or post-effective amendment to the Shelf Registration Statement has been filed, and, with respect to the Shelf Registration Statement or any post-effective amendment thereto, when the same has become effective; (ii) of any request by the Commission for amendments or supplements to the Shelf Registration Statement or the prospectus used in connection with the Shelf Registration Statement or any additional information; (iii) of the issuance by the Commission of any stop order suspending the effectiveness of the Shelf Registration Statement or the initiation of any proceedings by any Person for that purpose; and (iv) of the receipt by the Company of any written notification with respect to the suspension of the qualification of any Registrable Securities for sale in any jurisdiction or the initiation or overt threat of any proceeding for such purpose;

(f) notify each Holder, at any time when a prospectus relating thereto is required to be delivered under U.S. Securities Laws, of the happening of any event as a result of which the prospectus included in such Shelf Registration Statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing and promptly prepare a post-effective amendment to such Shelf Registration Statement or a supplement to the related prospectus and file any other required document, and prepare and furnish to the Holders and underwriters a reasonable number of copies of a supplement to or an amendment of such prospectus as may be necessary, so that, as thereafter delivered to the Holders and any underwriters, the prospectus will not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing;

(g) use its reasonable best efforts to prevent the issuance or obtain the withdrawal of any order suspending the effectiveness of any Shelf Registration Statement at the earliest practicable time;

(h) if any such Shelf Registration Statement refers to any Holder by name or otherwise as the holder of any securities of the Company, and if such Holder is advised by counsel that it is or may be deemed to be a control person in relation to, or an Affiliate of, the Company, then such Holder shall have the right to require (i) the insertion therein of language, in form and substance reasonably satisfactory to such Holder, to the effect that the holding by such Holder is not to be construed as a recommendation by such Holder of the investment quality of the Company's securities covered thereby and that such holding does not imply that such Holder will assist in meeting any future financial requirements of the Company, or (ii) in the event that such reference to such Holder by name or otherwise is not, based on the advice of counsel to the Company, such Holder and if applicable, the underwriters, required by the Securities Act or any similar federal statute then in force, the deletion of the reference to such Holder;

(i) if requested by the Majority Holders, include in a prospectus supplement or amendment to the Shelf Registration Statement such information as may be reasonably requested or required in order to market the securities being sold and permit the intended method of distribution of the Registrable Securities and make all required filings of such prospectus supplement or such amendment as soon as practicable after the Company's receipt of such request;

(j) provide a transfer agent and registrar for all Registrable Securities Registered pursuant to the Shelf Registration Statement and, where applicable, a number assigned by the Committee on Uniform Securities Identification Procedures for all those Registrable Securities, in each case not later than the effective date of the Registration;

(k) make available for inspection by the Holders, all financial and other records, pertinent corporate documents, and properties of the Company, and cause the Company's officers, directors, employees, and independent accountants to supply all information reasonably requested by any such Holder, as necessary or advisable to verify the accuracy of the information in such Shelf Registration Statement and to conduct appropriate due diligence in connection therewith;

(l) use its reasonable best efforts to cause the transfer agent to remove restrictive legends on certificates representing the securities covered by such Shelf Registration Statement, as appropriate and settle any offering or sale of Registrable Securities, including with respect to the transfer of physical stock certificates into book-entry form in accordance with any procedures reasonably requested by the Holders or underwriters;

(m) cooperate with the Holders and the underwriters to facilitate the timely delivery of Registrable Securities to be sold and to enable such Registrable Securities to be issued in such denominations and registered in such names as such Holders may reasonably request at least two (2) Business Days prior to the closing of any sale of Registrable Securities; and

(n) cause the Shelf Registrable Securities to be listed on the Applicable Exchange.

**3 . 2 Expenses of Registration.** All expenses incurred in connection with Registrations, filings or qualifications pursuant to a Registration, including (i) all registration and filing fees (including fees and expenses with respect to (A) all Commission, stock exchange or trading system and FINRA registration, listing, filing and qualification and any other fees associated with such filings, (B) rating agencies and (C) compliance with securities or “blue sky” Laws, including any fees and disbursements of counsel for the underwriters in connection with “blue sky” qualifications of the Registrable Securities), (ii) fees and expenses of the financial printer, (iii) messenger, telephone and delivery expenses of the Company, (iv) fees and disbursements of counsel for the Company, and (v) fees and disbursements of all independent certified public accountants, including the expenses of any special audits and/or “comfort letters” required by or incident to such performance and compliance) provided that any underwriters’ discounts and selling commissions, in each case related to Registrable Securities registered in accordance with this Agreement, shall be borne by the Holders of Registrable Securities included in such registration on a *pro rata* basis based on such Holders’ relative percentage of Registrable Securities included in such registration. In addition, the Company shall be responsible for all of its internal expenses incurred in connection with the consummation of the transactions contemplated by this Agreement (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), the expense of any annual audit and the fees and expenses incurred in connection with the listing of the Registrable Securities on the Applicable Exchange or any other securities exchange as required hereunder.

#### 4. INDEMNIFICATION.

##### 4.1 Company Indemnity.

(a) To the extent permitted by applicable Law, the Company will indemnify and hold harmless each Holder, the officers, directors, partners, members, managers, shareholders, accountants, attorneys, agents and employees of each of them, each Person who controls each such Holder (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) and the officers, directors, partners, members, managers, shareholders, accountants, attorneys, agents and employees of each such controlling person, each underwriter, if any, and each Person who controls (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) such underwriter, from and against all losses, claims, costs, damages or liabilities (whether joint or several) to which they may become subject under applicable Laws or otherwise, insofar as such losses, claims, damages, or liabilities (or actions in respect thereof) arise out of or are based upon any of the following statements, omissions or violations (each a “**Violation**”): (i) any untrue statement (or alleged untrue statement) of a material fact contained in such Shelf Registration Statement, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto, (ii) the omission (or alleged omission) to state in the Shelf Registration Statement, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto, a material fact required to be stated therein or necessary to make the statements therein not misleading, or (iii) any violation or alleged violation by the Company of U.S. Securities Laws, or any rule or regulation promulgated under U.S. Securities Laws. The Company will reimburse any Person intended to be indemnified pursuant to this Section 4.1 for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action.

( b ) The indemnity agreement contained in this Section 4.1 shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld or delayed), nor shall the Company be liable for any such loss, claim, damage, liability or action to the extent that it arises out of or is based upon a Violation that occurs in reliance upon and in conformity with written information furnished expressly for use in connection with such Shelf Registration by any such Holder, underwriter or controlling Person.

( c ) The foregoing indemnity of the Company is subject to the condition that, insofar as they relate to any defect in a preliminary prospectus but such defect has been eliminated or remedied in the amended prospectus on file with the Commission at the time the applicable Shelf Registration becomes effective (the “**Final Prospectus**”), such indemnity shall not inure to the benefit of any Person if a copy of the Final Prospectus was timely furnished to the Holder or underwriter and was not furnished to the Person asserting the loss, liability, claims or damages at or prior to the time such action is required by the Securities Act.

#### **4.2 Holder Indemnity.**

( a ) To the extent permitted by applicable Law, each Holder that has included Registrable Securities in a Shelf Registration will, severally and not jointly, indemnify and hold harmless the Company, each Person who controls the Company (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act) and each their respective officers, directors, partners, members, managers, shareholders, accountants, attorneys, agents and employees from and against all losses, claims, costs, damages or liabilities (whether joint or several) to which any of the foregoing Persons may become subject, under U.S. Securities Laws or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereto) arise out of or are based on any untrue statement (or alleged untrue statement) of a material fact contained in any such Shelf Registration Statement, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto, or any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse any Person intended to be indemnified pursuant to this Section 4.2 for any legal or any other expenses reasonably incurred by them in connection with investigating or defending any such claim, loss, damage, liability or action, in each case to the extent, but only to the extent, that such untrue statement (or alleged untrue statement) or omission (or alleged omission) is made in such Shelf Registration Statement, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto, in reliance upon and in conformity with written information furnished to the Company and signed by such Holder and intended to be specifically for use therein.



(b) The indemnity contained in this Section 4.2 shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of such Holder (which consent shall not be unreasonably withheld), and in no event shall the aggregate indemnity under this Section 4.2 (including any reimbursement of any expenses) exceed the net proceeds (less underwriting discounts and selling commissions) from the offering received by such Holder. A Holder will not be required to enter into any agreement or undertaking in connection with any Registration providing for any indemnification or contribution on the part of such Holder greater than the Holder's obligations under this Section 4.2.

**4.3 Notice of Indemnification Claim.** Promptly after receipt by an indemnified party under Section 4.1 or Section 4.2 of notice of the commencement of any action (including any governmental action), such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under Section 4.1 or Section 4.2, deliver to the indemnifying party a written notice of the commencement thereof and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly notified, to assume the defense thereof with counsel reasonably satisfactory to the indemnifying party. An indemnified party (together with all other indemnified parties that may be represented without conflict by one counsel) shall have the right to retain one separate counsel, with the reasonably incurred fees and expenses to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential differing interests between such indemnified party and any other party represented by such counsel in such proceeding. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action, if prejudicial to its ability to defend such action, shall relieve such indemnifying party of any liability to the indemnified party under this Section 4, but the omission to deliver written notice to the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this Section 4.

**4.4 Contribution.** If any indemnification provided for in Section 4.1 or Section 4.2 is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any loss, liability, claim, damage or expense referred to herein, the indemnifying party, in lieu of indemnifying such indemnified party hereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such loss, liability, claim, damage or expense in such proportion as is appropriate to reflect the relative fault of the indemnifying party, on the one hand, and of the indemnified party, on the other hand, in connection with the statements or omissions that resulted in such loss, liability, claim, damage or expense, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such statement or omission. The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 4.4 were determined by *pro rata* allocation or by any other method of allocation that does not take account of the equitable considerations referred to in the immediately preceding paragraph. Notwithstanding the provisions of this Section 4.4, an indemnifying party that is a Holder shall not be required to contribute any amount in excess of the amount that such indemnifying party has otherwise been, or would otherwise be, required to pay pursuant to Section 4.2 by reason of such untrue or alleged untrue statement or omission or alleged omission.

**5. ADDITIONAL UNDERTAKINGS.**

**5.1 Reports under the Exchange Act** With a view to making available to the Holders the benefits of Rule 144 or pursuant to a Shelf Registration Statement, the Company agrees to:

(a) file with the Commission in a timely manner all reports and other documents required of the Company under all U.S. Securities Laws;

( b ) promptly furnish to any Holder, upon any Holder's request (i) a written statement by the Company that it has complied with the reporting requirements of all U.S. Securities Laws at any time after it has become subject to such reporting requirements or, at any time after so qualified, that it qualifies as a registrant whose securities may be resold pursuant to a Shelf Registration Statement, (ii) a copy of the most recent annual or quarterly report of the Company and such other reports and documents as may be filed by the Company with the Commission, and (iii) such other information as may be reasonably requested in availing any Holder of any rule or regulation of the Commission, that permits the selling of any such securities without Registration or pursuant to a Shelf Registration Statement; and

( c ) take such further action as any Holder may reasonably request, all to the extent required from time to time to enable such Holder to sell Common Stock held by such Holder without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 promulgated under the Securities Act, including providing any legal opinions.

**5 . 2 Business Combinations.** The Company agrees that in connection with any restructuring, business combination, reorganization, merger or other similar transaction in which the Common Stock are replaced by other equity securities, the Company shall ensure that this agreement shall be assumed by the issuer of such replacement security.

**6. MISCELLANEOUS.**

**6.1 Termination.**

(a) This Agreement may be terminated by written agreement among the parties.

(b) The right of the Majority Holder to request a Shelf Registration or inclusion of Registrable Securities shall terminate when all Registrable Securities of such Holder may be sold without restriction or limitation under Rule 144; and

( c ) In the event of the termination of this Agreement in accordance with this Section 6.1, this Agreement shall thereafter terminate and cease to have effect, and no party hereto shall have any liability to the other parties hereto or their respective Affiliates, directors, officers or employees, except for the obligations in this Section 6 and provided that termination of this Agreement shall be without prejudice to the accrued rights and liabilities of the parties prior to such termination, unless otherwise agreed in writing by the parties.

**6.2 Notices.** All notices, requests and other communications to any party hereunder shall be in writing (including facsimile transmission and electronic mail (“e-mail”) transmission, so long as a receipt of such e-mail is requested and received) and shall be given to the Company at its address and to each of the Holder’s at the address provided on the signature page of the Subscription Agreement or such other address or facsimile number as such party may hereafter specify for the purpose by notice to the other parties hereto.

**6.3 Assignment.** The rights and obligations of a Holder under this Agreement may be assigned by any Holder to any transferee or assignee of such Holder’s Registrable Securities; provided that: (i) the Company is, within a reasonable time after such transfer, furnished with written notice of the name and address of such transferee or assignee and the Securities with respect to which such registration rights are being assigned and (ii) such transferee or assignee agrees in writing to be bound by and subject to the terms and conditions of this Agreement.

**6.4 Cumulative Remedies.** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive its right to use any or all other remedies. The said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

**6.5 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of all of the parties and, to the extent permitted by this Agreement, their successors, executors, administrators, heirs, legal representatives and assigns.

**6.6 Severability.** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any Law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect for so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement are consummated as originally contemplated to the greatest extent possible.

**6.7 Entire Agreement.** This Agreement, together with the Subscription Agreement, the Warrants and that certain Certificate of Designation, dated on or about the date hereof, by and among the Company and the parties, constitutes the entire agreement of the parties hereto with respect to the subject matter hereof as of the date hereof and supersedes all prior agreements and undertakings, both written and oral, among the parties hereto with respect to the subject matter hereof.

**6.8 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of laws rules stated therein.

**6.9 Specific Performance.** The parties hereto acknowledge and agree that the parties hereto would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached and that any non-performance or breach of this Agreement by any party hereto could not be adequately compensated by monetary damages alone and that the parties hereto would not have any adequate remedy at law. Accordingly, in addition to any other right or remedy to which any party hereto may be entitled, at law or in equity (including monetary damages), such party shall be entitled to enforce any provision of this Agreement by a decree of specific performance and to temporary, preliminary and permanent injunctive relief to prevent breaches or threatened breaches of any of the provisions of this Agreement without posting any bond or other undertaking.

**6.10 Severability.** If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated 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 a determination, 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 be consummated as originally contemplated to the fullest extent possible.

**6.11 Expenses.** Except to the extent provided otherwise herein, all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

**6.12 Amendments and Waivers.** The provisions of this Agreement may only be amended, modified, supplemented or waived with the prior written consent of the Company and the Majority Holders. No waiver by any party or parties shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**6.13 No Third Party Beneficiaries.** This Agreement shall be binding upon and inure solely to the benefit of, and be enforceable by, only the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person (other than an indemnified party solely with respect to Section 6) any right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this Agreement.

**6.14 Construction.** Each party hereto acknowledges and agrees it has had the opportunity to draft, review and edit the language of this Agreement and that no presumption for or against any party arising out of drafting all or any part of this Agreement will be applied in any controversy, claim or dispute relating to, in connection with or involving this Agreement. Accordingly, the parties hereto hereby waive the benefit of any rule of Law or any legal decision that would require, in cases of uncertainty, that the language of a contract should be interpreted most strongly against the party who drafted such language.

**6.15 Counterparts.** This Agreement may be executed and delivered (including by facsimile or other means of electronic transmission, such as by electronic mail in "pdf" form) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Registration Rights Agreement on the date first written above.

**MYnd Analytics, INC.**

By: \_\_\_\_\_  
Name: Donald E. D'Ambrosio,  
Title: Chief Financial Officer

**Holder**

By: \_\_\_\_\_  
Name:  
Title:

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THIS WARRANT AND THE SECURITIES ISSUABLE UPON THE EXERCISE HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED, OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT REGISTRATION IS NOT REQUIRED.

Warrant No. 2018-\_\_

March 29, 2018

WARRANT TO PURCHASE SHARES OF COMMON STOCK

This Warrant is issued to \_\_\_\_\_ (“**Holder**”) by MYnd Analytics, Inc., a Delaware corporation (the “**Company**”), in connection with the issuance to the Holder of shares of Series A Preferred Stock of the Company pursuant to a Subscription Agreement For Shares Of Series A Preferred Stock And Common Stock Purchase Warrants of even date herewith (“**Subscription Agreement**”) among the Company and the signatories thereto. All capitalized terms not defined in this Warrant shall have the meaning ascribed to them in the Subscription Agreement. This Warrant is one of a series of Warrants issued in connection with and pursuant to the Subscription Agreement.

1. Purchase of Shares. Subject to the terms and conditions hereinafter set forth, the holder of this Warrant is entitled, upon surrender of this Warrant at the principal office of the Company (or at such other place as the Company shall notify the holder hereof in writing), to purchase from the Company up to \_\_\_\_\_ fully paid and nonassessable Shares (as defined below) at the Exercise Price (as defined below).

2. Definitions.

(a) Exercise Price. The exercise price for the Shares initially shall be **\$2.34 per share**, as adjusted from time to time (such price, as adjusted from time to time, is herein referred to as the “**Exercise Price**”).

(b) Exercise Period. This Warrant shall be exercisable, in whole or in part, during the term commencing on the date hereof and ending at 5:00 P.M. New York time on March 29, 2023.

(c) The Shares. The term “**Shares**” shall mean shares of the Company’s common stock, par value \$0.001 per share.

3. Method of Exercise. While this Warrant remains outstanding and exercisable in accordance with the terms hereof, the holder may exercise, in whole or in part, the purchase rights evidenced hereby. Such exercise shall be effected by:

(i) the surrender of the Warrant, together with a notice of exercise in substantially the form attached hereto as Exhibit A to the Secretary of the Company at its principal offices; and

(ii) the payment to the Company of an amount equal to the aggregate Exercise Price for the number of Shares being purchased, in cash (through a check payable to the Company or by wire transfer to an account designated by the Company).

4. Certificates for Shares. Upon the exercise of the purchase rights evidenced by this Warrant, one or more certificates for the number of Shares so purchased shall be issued as soon as practicable thereafter, and in any event within thirty (30) days of the delivery of the subscription notice.

5. Issuance of Shares. The Company covenants that the Shares, when issued pursuant to the exercise of this Warrant, will be duly and validly issued, fully paid and nonassessable and free from all taxes, liens, and charges with respect to the issuance thereof. The Company shall at all times reserve and keep available solely for the issuance and delivery upon the exercise of this Warrant, such number of Shares sufficient to permit the exercise in full of this Warrant.

6. Adjustment of Exercise Price and Number of Shares. The number of and kind of securities purchasable upon exercise of this Warrant and the Exercise Price shall be subject to adjustment from time to time as follows:

(a) Subdivisions, Combinations and Other Issuances. If the Company shall at any time prior to the expiration of this Warrant subdivide the Shares, by split-up or otherwise, or combine its Shares, or issue additional shares as a dividend, the number of Shares issuable on the exercise of this Warrant shall forthwith be proportionately increased in the case of a subdivision or stock dividend, or proportionately decreased in the case of a combination. Appropriate adjustments shall also be made to the purchase price payable per share, but the aggregate purchase price payable for the total number of Shares purchasable under this Warrant (as adjusted) shall remain the same. Any adjustment under this Section 6(a) shall become effective at the close of business on the date the subdivision or combination becomes effective, or as of the record date of such dividend, or in the event that no record date is fixed, upon the making of such dividend.

(b) Reclassification, Reorganization and Consolidation. In case of any reclassification, capital reorganization, or change in the capital stock of the Company (other than as a result of a subdivision, combination, or stock dividend provided for in Section 6(a) above), then the Company shall make appropriate provision so that the holder of this Warrant shall have the right at any time prior to the expiration of this Warrant to purchase, at a total price equal to that payable upon the exercise of this Warrant, the kind and amount of shares of stock and other securities and property receivable in connection with such reclassification, reorganization, or change by a holder of the same number of Shares as were purchasable by the holder of this Warrant immediately prior to such reclassification, reorganization, or change. In any such case appropriate provisions shall be made with respect to the rights and interest of the holder of this Warrant so that the provisions hereof, including Sections 6(a), shall thereafter be applicable with respect to any shares of stock or other securities and property deliverable upon exercise hereof, and appropriate adjustments shall be made to the purchase price per share payable hereunder, provided the aggregate purchase price shall remain the same.

(c) Notice of Adjustment. When any adjustment is required to be made in the number or kind of shares purchasable upon exercise of the Warrant, or in the Exercise Price, the Company shall promptly notify the holder of such event and of the number of Shares or other securities or property thereafter purchasable upon exercise of this Warrant, and furnish the holder with a certificate of its Chief Financial Officer, including computations of such adjustment in the number or kind of shares purchasable upon exercise of the Warrant, or in the Exercise Price.

7. No Fractional Shares or Scrip. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant, but in lieu of such fractional shares the Company shall make a cash payment therefor on the basis of the Exercise Price then in effect.

8. Restrictive Legend.

The Shares (unless registered under the Securities Act of 1933, as amended (the "Act")) shall be stamped or imprinted with a legend in substantially the following form:

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF, AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. SUCH SHARES MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN EXEMPTION THEREFROM UNDER THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS. COPIES OF THE AGREEMENT COVERING THE PURCHASE OF THESE SHARES AND RESTRICTING THEIR TRANSFER MAY BE OBTAINED AT NO COST BY WRITTEN REQUEST MADE BY THE HOLDER OF RECORD OF THIS CERTIFICATE TO THE SECRETARY OF THE COMPANY AT THE PRINCIPAL EXECUTIVE OFFICES OF THE COMPANY.



THE SALE OF SECURITIES WHICH ARE THE SUBJECT OF THIS AGREEMENT HAS NOT BEEN QUALIFIED WITH THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA AND THE ISSUANCE OF THE SECURITIES OR THE PAYMENT OR RECEIPT OF ANY PART OF THE CONSIDERATION THEREFOR PRIOR TO THE QUALIFICATION IS UNLAWFUL, UNLESS THE SALE OF SECURITIES IS EXEMPT FROM THE QUALIFICATION BY SECTION 25100, 25102 OR 25105 OF THE CALIFORNIA CORPORATIONS CODE. THE RIGHTS OF ALL PARTIES TO THIS AGREEMENT ARE EXPRESSLY CONDITIONED UPON THE QUALIFICATION BEING OBTAINED UNLESS THE SALE IS SO EXEMPT.

9. Warrants Transferable. Subject to compliance with the terms and conditions of this Section 9, this Warrant and all rights hereunder are transferable, in whole or in part, without charge to the holder hereof (except for transfer taxes), upon surrender of this Warrant properly endorsed or accompanied by written instructions of transfer. With respect to any offer, sale or other disposition of this Warrant or any Shares acquired pursuant to the exercise of this Warrant prior to registration of such Warrant or Shares, the holder hereof agrees to give written notice to the Company prior thereto, describing briefly the manner thereof, together with a written opinion of such holder's counsel, or other evidence, if requested by the Company, to the effect that such offer, sale or other disposition may be effected without registration or qualification (under the Act as then in effect or any federal or state securities law then in effect) of this Warrant or the Shares and indicating whether or not under the Act certificates for this Warrant or the Shares to be sold or otherwise disposed of require any restrictive legend as to applicable restrictions on transferability in order to ensure compliance with such law; provided, however, the Company shall not require an opinion of counsel in any transaction in compliance with Rule 144 promulgated by the SEC under the Act. Upon receiving such written notice and reasonably satisfactory opinion or other evidence, if so requested, the Company, as promptly as practicable, shall notify such holder that such holder may sell or otherwise dispose of this Warrant or such Shares, all in accordance with the terms of the notice delivered to the Company. If a determination has been made pursuant to this Section 9 that the opinion of counsel for the holder or other evidence is not reasonably satisfactory to the Company, the Company shall so notify the holder promptly with details thereof after such determination has been made. Each certificate representing this Warrant or the Shares transferred in accordance with this Section 9 shall bear a legend as to the applicable restrictions on transferability in order to ensure compliance with such laws, unless in the aforesaid opinion of counsel for the holder, such legend is not required in order to ensure compliance with such laws. The Company may issue stop transfer instructions to its transfer agent in connection with such restrictions. Notwithstanding the foregoing, Holder may assign this Warrant or the Shares into which such Warrant may be converted to an affiliated entity without the prior written consent of the Company so long as such assignment complies with applicable law.

10. Rights of Stockholders. No holder of this Warrant shall be entitled, as a Warrant holder, to vote or receive dividends or be deemed the holder of the Shares or any other securities of the Company which may at any time be issuable on the exercise hereof for any purpose, nor shall anything contained herein be construed to confer upon the holder of this Warrant, as such, any of the rights of a stockholder of the Company or any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action (whether upon any recapitalization, issuance of stock, reclassification of stock, change of par value, consolidation, merger, conveyance, or otherwise) or to receive notice of meetings, or to receive dividends or subscription rights or otherwise until the Warrant shall have been exercised and the Shares purchasable upon the exercise hereof shall have become deliverable, as provided herein.

11. Amendments and Waivers. Any provision of this Warrant may be amended, waived or modified upon the written consent of the Company and the Majority Holders. Any such amendment, waiver or modification effected in accordance with this paragraph shall be binding upon the Company and Holder, it being understood and agreed that such written consent will affect all Warrants and be binding on all holders thereof regardless of whether any particular holder executed such consent. Notwithstanding the above, neither the exercise price nor the number of shares issuable upon exercise hereof may be amended or modified, other than as expressly provided for herein. Any amendment or modification to this Warrant shall be made to all Warrants of this series issued pursuant to the Subscription Agreement.

12. Notices of Certain Transactions. In case (a) the Company shall take a record of the holders of its outstanding stock of the same class as the Shares purchasable under this Warrant (or other stock or securities at the time deliverable upon the exercise of this Warrant) for the purpose of entitling or enabling them to receive any dividend or other distribution, or to receive any right to subscribe for or purchase any shares of stock of any class or any other securities, or to receive any other right, to subscribe for or purchase any shares of stock of any class or any other securities, or to receive any other right, (b) of any capital reorganization of the Company, any reclassification of the capital stock of the Company, any consolidation or merger of the Company with or into another corporation (other than a consolidation or merger in which the shares of capital stock of the Company outstanding immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for shares of capital stock that represent, immediately following such merger or consolidation, at least a majority, by voting power, of the capital stock of the surviving corporation), or any transfer of all or substantially all of the assets of the Company, or (c) of the voluntary or involuntary dissolution, liquidation or winding-up of the Company, then, and in each such case, the Company will mail or cause to be mailed to the holder of this Warrant a notice specifying, as the case may be, (i) the date on which a record is to be taken for the purpose of such dividend, distribution or right, and stating the amount and character of such dividend, distribution or right, or (ii) the effective date on which such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation, redemption or conversion is to take place, and the time, if any is to be fixed, as of which the holders of record of the Company's outstanding stock of the same class as the Shares purchasable under this Warrant (or such other stock or securities at the time deliverable upon such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation, redemption or conversion) are to be determined. Such notice shall be mailed at least ten (10) days prior to the record date or effective date for the event specified in such notice.

13. Notices. All notices and other communications given or made hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, with a copy to be sent by United States first class mail, postage prepaid, (c) five (5) days after being sent by registered or certified mail, return receipt required, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address or fax number as set forth on the signature page to the Subscription Agent or to such electronic mail address, facsimile number or address as subsequently modified by written notice given in accordance with this Section 13.

14. No Impairment. The Company shall not, by amendment of its certificate of incorporation or through reorganization, consolidation, merger, dissolution, sale of assets or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but shall at all times in good faith assist in the carrying out of all such terms and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the holder of this Warrant against impairment.

15. Governing Law. This Warrant and all actions arising out of or in connection with this Warrant shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law provisions of the State of Delaware or of any other state.

16. Rights and Obligations Survive Exercise of Warrant. Unless otherwise provided herein, the rights and obligations of the Company, of the holder of this Warrant and of the holder of the Shares issued upon exercise of this Warrant, shall survive the exercise of this Warrant.

*[Signature Page Follows]*

Issued this 29th day of March, 2018.

MYND ANALYTICS, INC.

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

Name:

Title:

Address: 26522 La Alameda  
Mission Viejo, CA 92691

Accepted and agreed:

\_\_\_\_\_

\_\_\_\_\_

Name and Position

Address:

*[Signature Page to Form of Warrant]*

\_\_\_\_\_

**EXHIBIT A**

**NOTICE OF EXERCISE**

TO: MYnd Analytics, Inc.

\_\_\_\_\_  
\_\_\_\_\_

Attention: Chief Executive Officer

1. The undersigned hereby elects to purchase \_\_\_\_\_ Shares of \_\_\_\_\_ pursuant to the terms of the attached Warrant.
2. Please issue a certificate or certificates representing said Shares in the name of the undersigned or in such other name as is specified below:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

3. The undersigned hereby represents and warrants that the aforesaid Shares are being acquired for the account of the undersigned for investment and not with a view to, or for resale, in connection with the distribution thereof, and that the undersigned has no present intention of distributing or reselling such shares and all representations and warranties of the undersigned set forth in Section 10 of the attached Warrant are true and correct as of the date hereof.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)



**FORM OF TRANSFER**  
(To be signed only upon transfer of Warrant)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the right represented by the attached Warrant to purchase \_\_\_\_\_ shares of \_\_\_\_\_ of MYnd Analytics, Inc. to which the attached Warrant relates, and appoints \_\_\_\_\_ Attorney to transfer such right on the books of \_\_\_\_\_, with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature must conform in all respects to name of Holder as specified on the face of the Warrant)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed in the presence of:

\_\_\_\_\_

\_\_\_\_\_



**MYND COMPLETES \$2.1 MILLION DOLLAR PRIVATE PLACEMENT  
BY COMPANY INSIDERS AT SIGNIFICANT PREMIUM TO MARKET**

**Mission Viejo, CA, April 3, 2018 – MYnd Analytics, Inc. (NASDAQ: MYND)**, a market leader in improving the delivery of mental health through the combination of telemedicine and data analytics/augmented intelligence, today announced that it completed a private placement for gross proceeds of \$2.1 million (the “Financing”) on March 29, 2018. The Company sold an aggregate of 1,050,000 units for \$2.00 per unit (the “Units”), each consisting of one share of newly-designated Series A Preferred Stock (the “Series A Preferred Stock”) and one Warrant (the “Warrants”) to purchase one share of Common Stock (“Common Stock”) for \$2.34 per share to three affiliates of the Company. The closing price per share of the Common Stock on the Nasdaq Stock Market on March 29, 2018 was \$1.19 per share.

Shares of the Company’s Series A Preferred Stock will be entitled to receive cash dividends at the rate of five percent (5.00%) of the Original Series A Issue Price per annum. The Warrants will be exercisable for a period of five years for an exercise price of \$2.34. The exercise price is subject to adjustment for stock splits, stock dividends, combinations or similar events. The Warrants may not be exercised on a cashless basis.

In connection with the Financing, MYND also entered into a registration rights agreement (the “Registration Rights Agreement”) with the investors, requiring MYND to register the resale of the shares of Common Stock underlying the preferred stock and the Warrants. The Company expects to use the proceeds of the Financing for general corporate purposes.

This press release shall not constitute an offer to sell or the solicitation of an offer to buy any securities nor will there be any sale of these securities in any state or other jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or other jurisdiction.

A complete and detailed description of the Agreement and related registration rights agreement is set forth in MYND’ Current Report on Form 8-K, filed today with the Securities & Exchange Commission.

**About MYnd Analytics**

MYnd Analytics, Inc. ([www.myndanalytics.com](http://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.

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MYnd also operates its wholly owned subsidiary Arcadian Telepsychiatry Services, LLC which manages a suite of services including telepsychiatry, teletherapy, digital patient screening, curbside consultation, on-demand services, and scheduled encounters for all age groups. 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.

#### **Forward-looking Statements**

*Except for the historical information contained herein, the matters discussed in this press release 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 MYnd's ability to successfully expand into various market channels, the ability of its products to successfully target objectivity and increased efficiency in the treatment of depression and other mental health and psychiatric illnesses and MYnd's ability to expand globally in areas where there is an opportunity to improve treatment in mental health, to continue to protect and enforce its patents, 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](http://www.myndanalytics.com).

#### **Contact:**

Crescendo Communications, LLC  
Tel: +1 (212) 671-1020  
Email: [mynd@crescendo-ir.com](mailto:mynd@crescendo-ir.com)

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