

Authorization and Release Agreement

1. Ownership; Grant of Rights.

a. I irrevocably transfer, assign, and otherwise convey to Neuronetics, Inc., as well as its parents, subsidiaries, related companies, or their respective officers, directors, shareholders, legal representatives, agents, licensees, successors and assigns (collectively, "Neuronetics") my entire right, title, and interest, if any, in and to my name, likeness, voice, personal testimony, photographs, images, videos, biographical information, clinical history, and other personal characteristics and private information, any modifications and derivative works thereof ("Materials") and all copyrights and other intellectual property rights in Materials arising in any jurisdiction throughout the universe in perpetuity, including all registration, renewal, and reversion rights, and the right to sue to enforce such copyrights against infringers, for use in any commercial purposes in any manner including, without limitation, publications, films, videotapes, stills, digital recordings, or any other visual or audio/visual matter of all kinds in all media (now known or hereafter developed) intended for the distribution or presentation to any audience world-wide, including members of the medical, nursing, pharmaceutical, or allied professions or to members of the general public for advertising, marketing, trade, educational, training materials, or for any other lawful corporate purpose as Neuronetics deems appropriate (collectively, "Authorized Uses").

b. I acknowledge and agree that Authorized Uses include, but are not limited to, releasing and using Materials electronically.

c. I irrevocably waive all claims I may now or hereafter have in any jurisdiction to moral rights or rights of droit moral in Materials. I acknowledge and agree that I have no right to review or approve Materials before they are used by Neuronetics.

d. Any credit or other acknowledgment of me shall be determined by Neuronetics in its sole discretion.

e. Neuronetics has no obligation to create or use Materials or to exercise any rights given by this Authorization and Release Agreement (this "Agreement").

2. Release of Liability. I irrevocably waive all right to inspect or approve Neuronetics' use of the Materials and all legal and equitable rights relating to all liabilities, claims, demands, actions, suits, damages, and expenses now known or hereafter known (collectively, "Claims"), arising directly or indirectly from Neuronetics' exercise of its rights under this Agreement, whether resulting in whole or in part from the negligence of Neuronetics or any other person, and I covenant not to make or bring any Claims against Neuronetics, and I forever release and discharge Neuronetics from liability under any Claims. I understand that Neuronetics is relying on this Agreement and will incur significant expense in reliance on this Agreement, and I agree that this Agreement cannot be terminated, rescinded, or modified in whole or in part, except as set forth in Section 5.

3. Exclusivity. Until the effective date of any revocation as contemplated in Section 5, I will neither provide Materials for the promotion of, nor otherwise promote, transcranial magnetic stimulation therapy, esketamine treatment, or any similar products or services for or on behalf of any person or entity other than Neuronetics.

4. No Conflict. I represent and warrant that this Agreement does not in any way conflict with any existing commitment on my part, that I have the full and unrestricted right to enter into this Agreement, and that I am not a member of the Screen Actors Guild ("SAG") or the American Federation of Television and Radio Artists (that "AFTRA").

5. Revocation. I may revoke Section 1(a) by delivering written notice of such revocation to Neuronetics at contracts@neurostar.com. I understand that any such revocation will: (a) be effective 30 days after Neuronetics' receipt of such notice; and (b) not apply to Neuronetics' use of Materials prior to such effective date.

6. Governing Law and Venue. All matters arising out of or relating to this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without giving effect to choice or conflict of law provisions. Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Chester County, Pennsylvania.

INDIVIDUAL'S PARENT OR GUARDIAN (ONLY IF INDIVIDUAL IS A MINOR):

I represent and warrant that: (a) I am the parent or legal guardian of the minor named above; (b) no court has issued any order, judgment, or decree granting custody of the minor to anyone else or otherwise affecting my rights as parent or legal guardian; (c) the minor has not been emancipated; (d) I have the legal right, power, and authority to consent to this Agreement on behalf of the minor and myself; (e) I am at least eighteen years of age; and (f) I have read, and I understand, this Agreement in its entirety. By so consenting, I approve in all respects the terms and conditions of this Agreement and the minor's signing or other ratification of this Agreement and agree that both the minor and I shall be bound by all of its terms and conditions. I understand that this consent and approval is not revocable. I agree to defend, indemnify, and hold harmless Neuronetics from and against all Claims by third parties resulting from my or the minor's breach or alleged breach of this Agreement or any of the representations and warranties contained herein.

HIPAA Authorization Form
for Use/Disclosure of Protected Health Information in Photographs, Audio, and Video

Purpose

State and federal privacy laws protect your health information. The purpose of this authorization form (this “Authorization”) is to give your permission to use your or your child’s name, image, likeness, photographs, and other media and share details of your or your child’s treatment and experience as a patient with healthcare practices affiliated with TMS NeuroHealth Centers Inc. and their parents, subsidiaries, and related companies (collectively, “Greenbrook TMS”) or healthcare practices that use Neuronetics, Inc. products or services to treat patients and their parents, subsidiaries, and related companies (collectively, “NeuroStar Customers”). By signing or otherwise ratifying this Authorization, you permit Greenbrook TMS and NeuroStar Customers to use your protected health information, including audio, video, and photographic images in marketing publications, general interest publications and healthcare education publications and to distribute such protected health information online, in print, or via any other media.

You do not have to sign or otherwise ratify this Authorization. If you do not sign or otherwise ratify this Authorization, it will in no way otherwise affect your access to any medical care.

Protected Health Information

By signing or otherwise ratifying this Authorization, you are giving permission to the following organizations to disclose your protected health information in furtherance of marketing and patient education activities: all healthcare practices, including Greenbrook TMS and NeuroStar Customers and their business associates (the “Health Care Providers”).

Release

I authorize the Health Care Providers to release all protected health information necessary to share details of my treatment and experience as a patient of the Health Care Providers in any communications produced by or on behalf of the Health Care Providers, and consent to use of my audio, video, and photographic information images in any television, radio, news, or other publications produced by or on behalf of the Health Care Providers, including via website or other electronic applications as well as printed, filmed, or otherwise recorded versions.

I understand that the right to disclose all protected medical information identified for the above purposes includes diagnosis or treatment for any mental health, including via use of transcranial magnetic stimulation or esketamine treatment, substance abuse, sexually transmitted disease (including, but not limited to HIV), cancer, tuberculosis, and the manifestation of and effects of a condition that happens to be genetic.

Canceling Permission

If I decide to sign or otherwise ratify this Authorization, I have the right to request that audio or video recording, filming, or photographing cease at any time. To revoke this Authorization, I must send written request to contracts@neurostar.com.

I understand that information already disclosed will no longer be subject to applicable privacy protections, such as the Health Insurance Portability and Accountability Act of 1996 (as amended), and cannot be revoked.