

Patient Advocate Authorization and Release

1. Use and Ownership of Materials. In exchange for the intangible value I will gain from participating in Neuronetics, Inc.'s publicity programs, I hereby irrevocably authorize Neuronetics, Inc. and its agents, employees, representatives, affiliates, successors, and assigns (collectively, "Neuronetics") to photograph, film, and interview me, and consent to Neuronetics' use of 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 (the "Materials"), in perpetuity, in any medium or format whatsoever now existing or hereafter created, for any purpose, including but not limited to advertising, public relations, publicity, packaging, and promotion of Neuronetics and its businesses, products, and services, without further consent from or royalty, payment, or other compensation to me. Neuronetics shall be the exclusive owner of all rights, including copyright, in Materials. I hereby irrevocably transfer, assign, and otherwise convey to Neuronetics my entire right, title, and interest, if any, in and to 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. I hereby irrevocably waive any and 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, and that Neuronetics has no liability to me for any editing or alteration of Materials or for any distortion or other effects resulting from Neuronetics' editing, alteration, or use of Materials, or Neuronetics' presentation of me. Any credit or other acknowledgment of me shall be determined by Neuronetics in its sole discretion. Neuronetics has no obligation to create or use Materials or to exercise any rights given by this Patient Advocate Authorization and Release (this "Agreement").

2. Reimbursement for Expenses. I understand that Neuronetics will reimburse me for reasonable pre-approved out-of-pocket expenses that I incur in connection with providing Materials. I agree to provide invoices and itemized receipts for such expenses. I understand that any such reimbursement is not intended as compensation for providing Materials or as an inducement to refer patients or business to Neuronetics.

3. Release of Liability. I hereby irrevocably waive 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 hereby covenant not to make or bring any such Claim against Neuronetics, and I forever release and discharge Neuronetics from liability under such 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.

4. 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 or any similar products or services for or on behalf of any person or entity other than Neuronetics.

5. Revocation. I may revoke the authorization and the consent set forth in Section 1 by delivering written notice of such revocation to Neuronetics. I understand that any such revocation will: (A) be effective thirty (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.