As filed with the Securities and Exchange Commission on November 12, 2008 Registration No. 333-_____

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

FORM S-1
REGISTRATION STATEMENT
UNDER THE SECURITIES ACT OF 1933

OPTIMIZERX CORPORATION
(Name of registrant as specified in its charter)

Nevada	**7389**	**26-1265381**
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification No.)

407 Sixth Street, Rochester, MI 48307
(248) 651-6558
(Address and telephone number of principal executive offices and principal place of business)

The Corporation Trust Company of Nevada
6100 Neil Road, Suite 500
Reno, NV 86511
(755) 688-3061
(Name, address and telephone number of agent for service)

Copies of all communications to:
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New York, New York 10006
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Approximate date of commencement of proposed sale to the public: From time to time after the effective date of this Registration Statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. x

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act of 1933, as amended, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act of 1933, as amended, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act of 1933, as amended, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Large accelerated filer o	Accelerated filer o
Non-accelerated filer o	Smaller reporting company x

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Number of Shares to be registered		Proposed maximum aggregate offering price	Amount of registration fee
Common Stock, $0.001 par value	2,230,000 (2)	$ 4.13	$ 9,209,900	$ 361.95

(1) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(a) promulgated under the Securities Act of 1933, as amended, based on average on the high and low reported sales prices of the common stock on November 10, 2008.

(2) Represents shares of common stock issuable upon conversion of Series A Preferred Stock.

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

The information in this prospectus is not complete and may be changed. The selling stockholders may not sell these securities until the registration statement is filed with the Securities and Exchange Commission and becomes effective. This prospectus is not an offer to sell these securities and is not soliciting an offer to buy these securities in any state where the sale is not permitted.

Subject to completion, dated November 12, 2008

OPTIMIZERX CORPORATION

2,230,000 SHARES OF COMMON STOCK

This prospectus relates to the sale of up to 2,230,000 shares of common stock, issuable upon conversion of Series A Preferred Stock and exercise of the Series A Warrants, by the selling stockholders, all of whom were issued securities in connection with our September 8, 2008 private placement of securities convertible or exercisable into up to 9,500,000 shares of common stock. This is the initial registration of shares of our common stock. We will not receive any of the proceeds from the sale of those shares being sold by the selling security holders. The resale of the shares or the sale of new shares is not being underwritten. The selling security holders may sell or distribute the shares, from time to time, depending on market conditions and other factors, through underwriters, dealers, brokers or other agents, or directly to one or more purchasers. The offering price may be the market price prevailing at the time of sale or a privately negotiated price. Pursuant to the registration rights granted by us to the selling security holders, we are obligated to register the shares held by the selling security holders. We are paying substantially all expenses incidental to registration of the shares.

Our common stock is listed on the Pink Sheets (the “Pink Sheets”) under the symbol “OPRX.” The last reported sales price per share of our common stock as reported by the Pink Sheets on November 5, 2008, was $5.05.

Our principal executive offices are located at 407 Sixth Street, Rochester, MI 48307, and our telephone number is (248) 651-6558.

Your investment involves a high degree of risk. See “Risk Factors” starting on page 7 for certain information you should consider before you purchase the shares.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR DETERMINED IF THIS PROSPECTUS IS TRUTHFUL OR COMPLETE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The date of this prospectus is _____, 2008.

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You should rely only on the information contained in this prospectus. We have not authorized anyone to provide you with information different from the information contained in this prospectus. We will not make an offer to sell these securities in any jurisdiction where offers and sales are not permitted. The information contained in this prospectus is accurate only as of the date of this prospectus, regardless of when this prospectus is delivered or when any sale of our common stock occurs.

PROSPECTUS SUMMARY

The following summary highlights selected information contained in this prospectus. This summary does not contain all the information you should consider before investing in the securities. Before making an investment decision, you should read the entire prospectus carefully, including the "risk factors" section, the financial statements and the notes to the financial statements.

Our Business

We, through our wholly-owned subsidiary, OptimizeRx Corporation, a Michigan corporation, are a development-stage website publisher and marketing company that creates, promotes and fulfills custom marketing and advertising programs. We help patients better afford and manage their rising healthcare costs. In addition, we also provide unique advertising programs to pharmaceutical and healthcare industries. We provide the following services: (i) through our website, we provide patients the ability to centrally review and participate in prescription and healthcare savings/support programs; (ii) through OFFERx, we provide a platform to allow manufacturers to create, promote and fulfill new patient offer programs in over 60,000 pharmacies; and (iii) through ADHERxE, we provide a platform that allows manufacturers to engage and monitor patients each month in exchange for activation of their monthly co-pay coupons.

Optimizer Systems, LLC was formed in the State of Michigan on January 31, 2006. It then became a corporation in the state of Michigan on October 22, 2007 and changed our name to OptimizeRx Corporation on October 22, 2007. On April 14, 2008, RFID Ltd. consummated a reverse merger by entering into a share exchange agreement with the stockholders of OptimizeRx Corporation, pursuant to which the stockholders of OptimizeRx Corporation exchanged all of the issued and outstanding capital stock of OptimizeRx Corporation for 1,256,958 shares of common stock of RFID Ltd., representing 100% of the outstanding capital stock of RFID Ltd. As of April 30, 2008, RFID's officers and directors resigned their positions and RFID changed its business to OptimizeRx's business. As a result, the historical discussion and financial statements included in this Form S-1 are those of OptimizeRx Corporation. On April 15, 2008, RFID Ltd's corporate name was changed to OptimizeRx Corporation. On September 4, 2008, we then completed a migratory merger, thereby changing our state of incorporation from Colorado to Nevada, resulting in the current corporate structure in which we, OptimizeRx Corporation, a Nevada corporation is the parent corporation, and OptimizeRx Corporation, a Michigan Corporation is our wholly-owned subsidiary.

As a development stage company, we have limited capital and limited capital resources. Based on our initial revenues generated to date, we are not able to meet our current needs for cash from operating revenues. As a result of our September 8, 2008 private placement, which we completed after our reverse merger with a shell corporation, we raised $3,500,000 (approximately $2.95m net), which we believe will sufficiently fund our operations and business plan throughout 2009. By adjusting our operations and development to the level of our capitalization, we believe that our existing capital resources are sufficient to fund our current level of operating activities, capital expenditures and other obligations throughout 2009. However, we may also seek to raise additional capital in order to accelerate the development of our services and products, which will increase our expenditures from their current level. We currently have no commitments for any future funding, and may not be able to obtain additional financing on terms acceptable to us, if at all, in the future. Further, actual results may differ from our current belief, if there are material changes in any of the factors or assumptions upon which we based our current belief. Such factors and assumptions, include, without limitation, the development of our proprietary technology platform and our products, the timing of such development, market acceptance of our products, protection of our intellectual property, our success in implementing our strategic, operating and people initiatives and our ability to commercialize our products, any of which could impact sales, costs and expenses and/or planned strategies and timing. As a result, it is possible that the money we raised in the private placement will not be sufficient to meet our projected cash flow deficits from operations or to fund the development of our technology and products and we may need additional financing to meet our capital needs, which could have a material adverse affect on our business, results of operations, liquidity and financial condition.

Our principal executive offices are located at 407 Sixth Street, Rochester, MI 48307, and our telephone number is (248) 651-6568. Our website is located at www.optimizerx.com. Information on our website of any other website does not constitute a part of this prospectus.

The Offering

Total shares of common stock outstanding	12,126,209 as of November 7, 2008 (of which 6,695,709 shares currently were held by non-affiliates).
Common stock being offered for sale by selling stockholders	Up to 2,230,000 shares which may be issued to the selling stockholders upon their conversion of our Series A Preferred Stock and exercise of the Series A Warrants. All of the shares offered by this prospectus are being sold by the selling stockholders. The shares offered by the selling stockholders pursuant to this prospectus represent 18.39 % of the total number of shares of common stock outstanding or 33.30 % of the number of non-affiliated shares of common stock outstanding.
Risk factors	The shares involve a high degree of risk. Investors should carefully consider the information set forth under “RISK FACTORS” beginning on page 7.
Use of proceeds	We will not receive any proceeds from the sale of our common stock offered through this prospectus by the selling stockholders. However, we will receive the sale price of any common stock we sell to the selling stockholder upon exercise of the warrants. We expect to use the proceeds received from the exercise of the warrants, if any, for general working capital purposes. All proceeds from the sale of our common stock sold under this Prospectus will go to the selling stockholders.
Trading symbol for our common stock	OPRX

RISK FACTORS

This investment has a high degree of risk. Before you invest you should carefully consider the risks and uncertainties described below, and the other information included in this prospectus. If any of the following risks actually occur, our business, operating results and financial condition could be harmed and the value of our stock could go down. This means you could lose all or a part of your investment.

Risks Related to Our Operations and Financial Performance

We Are A Development Stage Company And May Never Earn A Profit.

We are a development stage company and have incurred losses since we were formed. We have incurred net losses of $417,816 for the six months ended June 30, 2008 and incurred cumulative losses since our inception on January 31, 2006 of $963,592. Although we now have three commercial marketing platforms that we anticipate to be viewed as unique and valuable to our targeted customers , the amount of revenue from operations will result in substantial net losses within the next year or longer. We cannot predict the extent of these future net losses, or when we may attain profitability, if at all. If we are unable to generate significant revenue or attain profitability, we will not be able to sustain operations and will have to curtail significantly or cease operations.

If we are unable to provide content, offers and services that attract and retain users to OptimizeRx.com on a consistent basis, our advertising and sponsorship revenue could be reduced

Users of *OptimizeRx.com* have numerous other online and offline sources of healthcare information services. Our ability to compete for user traffic on our public portals depends upon our ability to make available a variety of health and medical content, decision-support applications and other services that meet the needs of a variety of types of users, including consumers, pharmaceutical companies and other healthcare professionals, with a variety of reasons for seeking information. Our ability to do so depends, in turn, on:

- our ability to hire and retain qualified authors, journalists and independent writers;
- our ability to license quality content from third parties; and promote abundant health savings and support offers
- our ability to monitor and respond to increases and decreases in user interest in specific medications.

We cannot assure you that we will be able to continue to develop or acquire needed content, applications and tools at a reasonable cost. In addition, since consumer users of our public portals may be attracted to *OptimizeRx.com* as a result of a specific condition or for a specific purpose, it is difficult for us to predict the rate at which they will return to the public portals. Because we generate revenue by, among other things, selling sponsorships of specific pages, sections or events on *OptimizeRx.com*, a decline in user traffic levels or a reduction in the number of pages viewed by users could cause our revenue to decrease and could have a material adverse effect on our results of operations.

Developing and implementing new and updated applications, features and services for our public and private portals may be more difficult than expected, may take longer and cost more than expected and may not result in sufficient increases in revenue to justify the costs

Attracting and retaining users of our public portals and clients for our private portals requires us to continue to improve the technology underlying those portals and to continue to develop new and updated applications, features and services for those portals. If we are unable to do so on a timely basis or if we are unable to implement new applications, features and services without disruption to our existing ones, we may lose potential users and clients.

We rely on a combination of internal development, strategic relationships, licensing and acquisitions to develop our portals and related applications, features and services. Our development and/or implementation of new technologies, applications, features and services may cost more than expected, may take longer than originally expected, may require more testing than originally anticipated and may require the acquisition of additional personnel and other resources. There can be no assurance that the revenue opportunities from any new or updated technologies, applications, features or services will justify the amounts spent.

We face significant competition for our products and services

The markets in which we operate are intensely competitive, continually evolving and, in some cases, subject to rapid change.

- Our public portals face competition from numerous other companies, both in attracting users and in generating revenue from advertisers and sponsors. We compete for users with online services and Web sites that provide savings on medications and healthcare products, including both commercial sites and not-for-profit sites. We compete for advertisers and sponsors with: health-related web sites; general purpose consumer web sites that offer specialized health sub-channels; other high-traffic web sites that include both healthcare-related and non-healthcare-related content and services; search engines that provide specialized health search; and advertising networks that aggregate traffic from multiple sites.

- Our private portals compete with: providers of healthcare decision-support tools and online health management applications; wellness and disease management vendors; and health information services and health management offerings of healthcare benefits companies and their affiliates.

- Our Publishing and Other Services segment's products and services compete with numerous other offline publications, some of which have better access to traditional distribution channels than we have, and also compete with online information sources.

Many of our competitors have greater financial, technical, product development, marketing and other resources than we do. These organizations may be better known than we are and have more customers or users than we do. We cannot provide assurance that we will be able to compete successfully against these organizations or any alliances they have formed or may form. Since there are no substantial barriers to entry into the markets in which our public portals participate, we expect that competitors will continue to enter these markets.

Failure to maintain and enhance the "OptimizeRx" brand could have a material adverse effect on our business

We believe that the "OptimizeRx" brand identity that we have developed has contributed to the success of our business and has helped us achieve recognition as a trusted source of health and wellness information. We also believe that maintaining and enhancing that brand is important to expanding the user base for our public portals, to our relationships with sponsors and advertisers and to our ability to gain additional employer and healthcare payer clients for our private portals. We have expended considerable resources on establishing and enhancing the "WebMD" brand and our other brands, and we have developed policies and procedures designed to preserve and enhance our brands, including editorial procedures designed to provide quality control of the information we publish. We expect to continue to devote resources and efforts to maintain and enhance our brand. However, we may not be able to successfully maintain or enhance awareness of our brands, and events outside of our control may have a negative effect on our brands. If we are unable to maintain or enhance awareness of our brand, and do so in a cost-effective manner, our business could be adversely affected.

Our online businesses have a limited operating history

Our online businesses have a limited operating history and participate in relatively new and rapidly changing markets. These businesses have undergone significant changes during their short history as a result of changes in the types of services provided, technological changes and changes in market conditions and are expected to continue to change for similar reasons. Many companies with business plans based on providing healthcare information and related services through the Internet have failed to be profitable and some have filed for bankruptcy and/or ceased operations. Even if demand from users exists, we cannot assure you that our businesses will continue to be profitable.

Our failure to attract and retain qualified executives and employees may have a material adverse effect on our business

Our business depends largely on the skills, experience and performance of key members of our management team. We also depend, in part, on our ability to attract and retain qualified writers and editors, software developers and other technical personnel and sales and marketing personnel. Competition for qualified personnel in the healthcare information services and Internet industries is intense. We cannot assure you that we will be able to hire or retain a sufficient number of qualified personnel to meet our requirements, or that we will be able to do so at salary and benefit costs that are acceptable to us. Failure to do so may have an adverse effect on our business.

The timing of our advertising and sponsorship revenue may vary significantly from quarter to quarter

Our advertising and sponsorship revenue, which accounted for approximately100% of our total online services segment revenue for the year ended December 31, 2007, may vary significantly from quarter to quarter due to a number of factors, not all of which are in our control, and any of which may be difficult to forecast accurately. The majority of our advertising and sponsorship contracts are for terms of approximately one to twelve months. We cannot assure you that our current customers for these services will continue to use our services beyond the terms of their existing contracts or that they will enter into any additional contracts.

In addition, the time between the date of initial contact with a potential advertiser or sponsor regarding a specific program and the execution of a contract with the advertiser or sponsor for that program may be lengthy, especially for larger contracts, and may be subject to delays over which we have little or no control, including as a result of budgetary constraints of the advertiser or sponsor or their need for internal approvals. Other factors that could affect the timing of our revenue from advertisers and sponsors include:

- the timing of FDA approval for new products or for new approved uses for existing products;
- the timing of FDA approval of generic products that compete with existing brand name products;
- the timing of withdrawals of products from the market;
- seasonal factors relating to the prevalence of specific health conditions and other seasonal factors that may affect the timing of promotional campaigns for specific products; and
- the scheduling of conferences for physicians and other healthcare professionals.

Lengthy sales and implementation cycles for our private online portals and offer development make it difficult to forecast our revenues from these applications and may have an adverse impact on our business

The period from our initial contact with a potential client for a private online portal and the first purchase of our solution by the client is difficult to predict. In the past, this period has generally ranged from one to twelve months, but in some cases has been longer. These sales may be subject to delays due to a client's internal procedures for approving large expenditures and other factors beyond our control. Implementation may be subject to delays based on the availability of the internal resources of the client that are needed and other factors outside of our control. As a result, we have limited ability to forecast the timing of revenue from new clients. This, in turn, makes it more difficult to predict our financial performance from quarter to quarter.

During the sales cycle and the implementation period, we may expend substantial time, effort and money preparing contract proposals, negotiating contracts and implementing the private online portal without receiving any related revenue. In addition, many of the expenses related to providing private online portals are relatively fixed in the short term, including personnel costs and technology and infrastructure costs. Even if our private portal revenue is lower than expected, we may not be able to reduce related short-term spending in response. Any shortfall in such revenue would have a direct impact on our results of operations.

Expansion to markets outside the United States will subject us to additional risks

One element of our growth strategy is to seek to expand our online services to markets outside the United States. Generally, we expect that we would accomplish this through partnerships or joint ventures with other companies having expertise in the specific country or region. However, our participation in international markets will still be subject to certain risks beyond those applicable to our operations in the United States, such as:

- difficulties in staffing and managing operations outside of the United States;
- fluctuations in currency exchange rates;
- burdens of complying with a wide variety of legal, regulatory and market requirements;
- variability of economic and political conditions;
- tariffs or other trade barriers;
- costs of providing and marketing products and services in different markets;
- potentially adverse tax consequences, including restrictions on repatriation of earnings; and
- difficulties in protecting intellectual property.

Risks Related to Our Relationships with Clients

Developments in the healthcare industry could adversely affect our business

Most of our revenue is derived from the healthcare industry and could be affected by changes affecting healthcare spending. We are particularly dependent on pharmaceutical, biotechnology and medical device companies for our advertising and sponsorship revenue.

General reductions in expenditures by healthcare industry participants could result from, among other things:

- government regulation or private initiatives that affect the manner in which healthcare providers interact with patients, payers or other healthcare industry participants, including changes in pricing or means of delivery of healthcare products and services;
- consolidation of healthcare industry participants;
- reductions in governmental funding for healthcare; and
- adverse changes in business or economic conditions affecting healthcare payers or providers, pharmaceutical, biotechnology or medical device companies or other healthcare industry participants.

Even if general expenditures by industry participants remain the same or increase, developments in the healthcare industry may result in reduced spending in some or all of the specific market segments that we serve or are planning to serve. For example, use of our products and services could be affected by:

- changes in the design of health insurance plans;
- a decrease in the number of new drugs or medical devices coming to market; and
- decreases in marketing expenditures by pharmaceutical or medical device companies, including as a result of governmental regulation or private initiatives that discourage or prohibit advertising or sponsorship activities by pharmaceutical or medical device companies.

In addition, our customers' expectations regarding pending or potential industry developments may also affect their budgeting processes and spending plans with respect to products and services of the types we provide.

The healthcare industry has changed significantly in recent years and we expect that significant changes will continue to occur. However, the timing and impact of developments in the healthcare industry are difficult to predict. We cannot assure you that the markets for our products and services will continue to exist at current levels or that we will have adequate technical, financial and marketing resources to react to changes in those markets.

We may be unsuccessful in our efforts to increase advertising and sponsorship revenue from consumer products companies

Most of our advertising and sponsorship revenue has, in the past, come from pharmaceutical, biotechnology and medical device companies. We have been focusing on increasing sponsorship revenue from consumer products companies that are interested in communicating health-related or safety-related information about their products to our audience. However, while a number of consumer products companies have indicated an intent to increase the portion of their promotional spending used on the Internet, we cannot assure you that these advertisers and sponsors will find our consumer Web sites to be as effective as other Web sites or traditional media for promoting their products and services. If we encounter difficulties in competing with the other alternatives available to consumer products companies, this portion of our business may develop more slowly than we expect or may fail to develop.

We could be subject to breach of warranty or other claims by clients of our online portals if the software and systems we use to provide them contain errors or experience failures

Errors in the software and systems we use could cause serious problems for clients of our online portals. We may fail to meet contractual performance standards or client expectations. Clients of our online portals may seek compensation from us or may seek to terminate their agreements with us, withhold payments due to us, seek refunds from us of part or all of the fees charged under those agreements or initiate litigation or other dispute resolution procedures. In addition, we could face breach of warranty or other claims by clients or additional development costs. Our software and systems are inherently complex and, despite testing and quality control, we cannot be certain that they will perform as planned.

We attempt to limit, by contract, our liability to our clients for damages arising from our negligence, errors or mistakes. However, contractual limitations on liability may not be enforceable in certain circumstances or may otherwise not provide sufficient protection to us from liability for damages. We maintain liability insurance coverage, including coverage for errors and omissions. However, it is possible that claims could exceed the amount of our applicable insurance coverage, if any, or that this coverage may not continue to be available on acceptable terms or in sufficient amounts. Even if these claims do not result in liability to us, investigating and defending against them would be expensive and time consuming and could divert management's attention away from our operations. In addition, negative publicity caused by these events may delay or hinder market acceptance of our services, including unrelated services.

Risks Related to Use of the Internet and to Our Technological Infrastructure

Any service interruption or failure in the systems that we use to provide online services could harm our business

Our online services are designed to operate 24 hours a day, seven days a week, without interruption. However, we have experienced and expect that we will in the future experience interruptions and delays in services and availability from time to time. We rely on internal systems as well as third-party vendors, including data center providers and bandwidth providers, to provide our online services. We may not maintain redundant systems or facilities for some of these services. In the event of a catastrophic event with respect to one or more of these systems or facilities, we may experience an extended period of system unavailability, which could negatively impact our relationship with users. In addition, system failures may result in loss of data, including user registration data, content, and other data critical to the operation of our online services, which could cause significant harm to our business and our reputation.

To operate without interruption or loss of data, both we and our service providers must guard against:

- damage from fire, power loss and other natural disasters;
- communications failures;
- software and hardware errors, failures and crashes;
- security breaches, computer viruses and similar disruptive problems; and
- other potential service interruptions.

Any disruption in the network access or co-location services provided by third-party providers to us or any failure by these third-party providers or our own systems to handle current or higher volume of use could significantly harm our business. We exercise little control over these third-party vendors, which increases our vulnerability to problems with services they provide.

Any errors, failures, interruptions or delays experienced in connection with these third-party technologies and information services or our own systems could negatively impact our relationships with users and adversely affect our brand and our business and could expose us to liabilities to third parties. Although we maintain insurance for our business, the coverage under our policies may not be adequate to compensate us for all losses that may occur. In addition, we cannot provide assurance that we will continue to be able to obtain adequate insurance coverage at an acceptable cost.

Implementation of additions to or changes in hardware and software platforms used to deliver our online services may result in performance problems and may not provide the additional functionality that was expected

From time to time, we implement additions to or changes in the hardware and software platforms we use for providing our online services. During and after the implementation of additions or changes, a platform may not perform as expected, which could result in interruptions in operations, an increase in response time or an inability to track performance metrics. In addition, in connection with integrating acquired businesses, we may move their operations to our hardware and software platforms or make other changes, any of which could result in interruptions in those operations. Any significant interruption in our ability to operate any of our online services could have an adverse effect on our relationships with users and clients and, as a result, on our financial results. We rely on a combination of purchasing, licensing, internal development, and acquisitions to develop our hardware and software platforms. Our implementation of additions to or changes in these platforms may cost more than originally expected, may take longer than originally expected, and may require more testing than originally anticipated. In addition, we cannot provide assurance that additions to or changes in these platforms will provide the additional functionality and other benefits that were originally expected.

If the systems we use to provide online portals experience security breaches or are otherwise perceived to be insecure, our business could suffer

We retain and transmit confidential information, including personal health records, in the processing centers and other facilities we use to provide online services. It is critical that these facilities and infrastructure remain secure and be perceived by the marketplace as secure. A security breach could damage our reputation or result in liability. We may be required to expend significant capital and other resources to protect against security breaches and hackers or to alleviate problems caused by breaches. Despite the implementation of security measures, this infrastructure or other systems that we interface with, including the Internet and related systems, may be vulnerable to physical break-ins, hackers, improper employee or contractor access, computer viruses, programming errors, denial-of-service attacks or other attacks by third parties or similar disruptive problems. Any compromise of our security, whether as a result of our own systems or the systems that they interface with, could reduce demand for our services and could subject us to legal claims from our clients and users, including for breach of contract or breach of warranty.

Our online services are dependent on the development and maintenance of the Internet infrastructure

Our ability to deliver our online services is dependent on the development and maintenance of the infrastructure of the Internet by third parties. The Internet has experienced a variety of outages and other delays as a result of damages to portions of its infrastructure, and it could face outages and delays in the future. The Internet has also experienced, and is likely to continue to experience, significant growth in the number of users and the amount of traffic. If the Internet continues to experience increased usage, the Internet infrastructure may be unable to support the demands placed on it. In addition, the reliability and performance of the Internet may be harmed by increased usage or by denial-of-service attacks. Any resulting interruptions in our services or increases in response time could, if significant, result in a loss of potential or existing users of and advertisers and sponsors on our Web sites and, if sustained or repeated, could reduce the attractiveness of our services.

Customers who utilize our online services depend on Internet service providers and other Web site operators for access to our Web sites. All of these providers have experienced significant outages in the past and could experience outages, delays and other difficulties in the future due to system failures unrelated to our systems. Any such outages or other failures on their part could reduce traffic to our Web sites.

Risks Related to the Legal and Regulatory Environment in Which We Operate

Government regulation of healthcare creates risks and challenges with respect to our compliance efforts and our business strategies

The healthcare industry is highly regulated and is subject to changing political, legislative, regulatory and other influences. Existing and new laws and regulations affecting the healthcare industry could create unexpected liabilities for us, could cause us to incur additional costs and could restrict our operations. Many healthcare laws are complex, and their application to specific products and services may not be clear. In particular, many existing healthcare laws and regulations, when enacted, did not anticipate the healthcare information services that we provide. However, these laws and regulations may nonetheless be applied to our products and services. Our failure to accurately anticipate the application of these laws and regulations, or other failure to comply, could create liability for us, result in adverse publicity and negatively affect our businesses. Some of the risks we face from healthcare regulation are as follows:

- *Regulation of Drug and Medical Device Advertising and Promotion.* Our website provides services involving advertising and promotion of prescription and over-the-counter drugs and medical devices. If the FDA or the FTC finds that any information on *OptimizeRx.com* violates FDA or FTC regulations, they may take regulatory or judicial action against us and/or the advertiser or sponsor of that information. State attorneys general may also take similar action based on their state's consumer protection statutes. Any increase or change in regulation of drug or medical device advertising and promotion could make it more difficult for us to contract for sponsorships and advertising. Members of Congress, physician groups and others have criticized the FDA's current policies, and have called for restrictions on advertising of prescription drugs to consumers and increased FDA enforcement. We cannot predict what actions the FDA or industry participants may take in response to these criticisms. It is also possible that new laws would be enacted that impose restrictions on such advertising. Our advertising and sponsorship revenue could be materially reduced by additional restrictions on the advertising of prescription drugs and medical devices to consumers, whether imposed by law or regulation or required under policies adopted by industry members.

- *Anti-kickback Laws.* There are federal and state laws that govern patient referrals, physician financial relationships and inducements to healthcare providers and patients. The federal healthcare programs' anti-kickback law prohibits any person or entity from offering, paying, soliciting or receiving anything of value, directly or indirectly, for the referral of patients covered by Medicare, Medicaid and other federal healthcare programs or the leasing, purchasing, ordering or arranging for or recommending the lease, purchase or order of any item, good, facility or service covered by these programs. Many states also have similar anti-kickback laws that are not necessarily limited to items or services for which payment is made by a federal healthcare program. These laws are applicable to manufacturers and distributors and, therefore, may restrict how we and some of our customers market products to healthcare providers, including e-details. Any determination by a state or federal regulatory agency that any of our practices violate any of these laws could subject us to civil or criminal penalties and require us to change or terminate some portions of our business and could have an adverse effect on our business. Even an unsuccessful challenge by regulatory authorities of our practices could result in adverse publicity and be costly for us to respond to.

- *Medical Professional Regulation.* The practice of most healthcare professions requires licensing under applicable state law. In addition, the laws in some states prohibit business entities from practicing medicine. If a state determines that some portion of our business violates these laws, it may seek to have us discontinue those portions or subject us to penalties or licensure requirements. Any determination that we are a healthcare provider and have acted improperly as a healthcare provider may result in liability to us.

Government regulation of the Internet could adversely affect our business

The Internet and its associated technologies are subject to government regulation. Our failure, or the failure of our business partners or third-party service providers, to accurately anticipate the application of laws and regulations affecting our products and services and the manner in which we deliver them, or any other failure to comply with such laws and regulations, could create liability for us, result in adverse publicity and negatively affect our business. In addition, new laws and regulations, or new interpretations of existing laws and regulations, may be adopted with respect to the Internet or other online services covering user privacy, patient confidentiality, consumer protection and other issues, including pricing, content, copyrights and patents, distribution and characteristics and quality of products and services. We cannot predict whether these laws or regulations will change or how such changes will affect our business.

We face potential liability related to the privacy and security of personal information we collect from or on behalf of users of our services

Privacy of personal health information, particularly personal health information stored or transmitted electronically, is a major issue in the United States. The Privacy Standards under the Health Insurance Portability and Accountability Act of 1996 (or HIPAA) establish a set of basic national privacy standards for the protection of individually identifiable health information by health plans, healthcare clearinghouses and healthcare providers (referred to as covered entities) and their business associates. Only covered entities are directly subject to potential civil and criminal liability under the Privacy Standards. Accordingly, the Privacy Standards do not apply directly to us. However, portions of our business, such as those managing employee or plan member health information for employers or health plans, are or may be business associates of covered entities and are bound by certain contracts and agreements to use and disclose protected health information in a manner consistent with the Privacy Standards. Depending on the facts and circumstances, we could potentially be subject to criminal liability for aiding and abetting or conspiring with a covered entity to violate the Privacy Standards. We cannot assure you that we will adequately address the risks created by the Privacy Standards. In addition, we are unable to predict what changes to the Privacy Standards might be made in the future or how those changes could affect our business. Any new legislation or regulation in the area of privacy of personal information, including personal health information, could also affect the way we operate our business and could harm our business.

In addition, internet user privacy and the use of consumer information to track online activities are major issues both in the United States and abroad. For example, in December 2007, the FTC published for comment proposed principles to govern tracking of consumers' activities online in order to deliver advertising targeted to the interests of individual consumers. We have privacy policies posted on our Web sites that we believe comply with applicable laws requiring notice to users about our information collection, use and disclosure practices. However, whether and how existing privacy and consumer protection laws in various jurisdictions apply to the Internet is still uncertain. We also notify users about our information collection, use and disclosure practices relating to data we receive through offline means such as paper health risk assessments. We cannot assure you that the privacy policies and other statements we provide to users of our products and services, or our practices will be found sufficient to protect us from liability or adverse publicity in this area. A determination by a state or federal agency or court that any of our practices do not meet applicable standards, or the implementation of new standards or requirements, could adversely affect our business.

We may not be successful in protecting our intellectual property and proprietary rights

Our intellectual property and proprietary rights are important to our businesses. The steps that we take to protect our intellectual property, proprietary information and trade secrets may prove to be inadequate and, whether or not adequate, may be expensive. We rely on a combination of trade secret, patent and other intellectual property laws and confidentiality procedures and non-disclosure contractual provisions to protect our intellectual property. We cannot assure you that we will be able to detect potential or actual misappropriation or infringement of our intellectual property, proprietary information or trade secrets. Even if we detect misappropriation or infringement by a third party, we cannot assure you that we will be able to enforce our rights at a reasonable cost, or at all. In addition, our rights to intellectual property, proprietary information and trade secrets may not prevent independent third-party development and commercialization of competing products or services.

Third parties may claim that we are infringing their intellectual property, and we could suffer significant litigation or licensing expenses or be prevented from providing certain services, which may harm our business

We could be subject to claims that we are misappropriating or infringing intellectual property or other proprietary rights of others. These claims, even if not meritorious, could be expensive to defend and divert management's attention from our operations. If we become liable to third parties for infringing these rights, we could be required to pay a substantial damage award and to develop non-infringing technology, obtain a license or cease selling the products or services that use or contain the infringing intellectual property. We may be unable to develop non-infringing products or services or obtain a license on commercially reasonable terms, or at all. We may also be required to indemnify our customers if they become subject to third-party claims relating to intellectual property that we license or otherwise provide to them, which could be costly.

Third parties may challenge the enforceability of our online agreements

The law governing the validity and enforceability of online agreements and other electronic transactions is evolving. We could be subject to claims by third parties that the online terms and conditions for use of our Web sites, including disclaimers or limitations of liability, are unenforceable. A finding by a court that these terms and conditions or other online agreements are invalid could harm our business.

We may be subject to claims brought against us as a result of content we provide

Consumers access health-related information through our online services, including information regarding particular medical conditions and possible adverse reactions or side effects from medications. If our content, or content we obtain from third parties, contains inaccuracies, it is possible that consumers, employees, health plan members or others may sue us for various causes of action. Although our Web sites contain terms and conditions, including disclaimers of liability, that are intended to reduce or eliminate our liability, the law governing the validity and enforceability of online agreements and other electronic transactions is evolving. We could be subject to claims by third parties that our online agreements with consumers and physicians that provide the terms and conditions for use of our public or private portals are unenforceable. A finding by a court that these agreements are invalid and that we are subject to liability could harm our business and require costly changes to our business.

We have editorial procedures in place to provide quality control of the information that we publish or provide. However, we cannot assure you that our editorial and other quality control procedures will be sufficient to ensure that there are no errors or omissions in particular content. Even if potential claims do not result in liability to us, investigating and defending against these claims could be expensive and time consuming and could divert management's attention away from our operations. In addition, our business is based on establishing the reputation of our portals as trustworthy and dependable sources of healthcare information. Allegations of impropriety or inaccuracy, even if unfounded, could therefore harm our reputation and business.

Risk Factors Related to Our Stock

We have a history of operating losses and expect to report future losses that may cause our stock price to decline and a loss of your investment.

For the operating period since inception (January 31, 2006) through June 30, 2008, we have incurred a net cumulative loss of $963,592. We expect to continue to incur losses as we spend additional capital to develop and market our products and establish our infrastructure and organization to support anticipated operations. We cannot be certain whether we will ever earn a significant amount of revenues or profit, or if we do, that we will be able to continue earning such revenues or profit. Also, any economic weakness or global recession may limit our ability to develop and ultimately market our technologies. Any of these factors could cause our stock price to decline and result in a loss of a portion or all of your investment.

We may need to raise additional capital. If we are unable to raise additional capital, our business may fail.

Because we are a development stage company and have no revenues, we need to obtain capital to provide cash for our operations. Our current working capital is not expected to be sufficient to carry out all of our plans and to fund our operating losses until we are able to generate enough revenues to sustain our business. If we are unable to obtain adequate funding, we may not be able to successfully develop and market our products and our business will most likely fail. To secure additional financing, we may need to borrow money or sell more securities. Under these circumstances, we may be unable to secure additional financing on favorable terms or at all.

Selling additional stock, either privately or publicly, would dilute the equity interests of our stockholders. If we borrow money, we will have to pay interest and may also have to agree to restrictions that limit our operating flexibility. If we are unable to obtain adequate financing, we may have to curtail business operations which would have a material negative effect on operating results and most likely result in a lower stock price.

The price and trading volume of our common stock is subject to certain factors beyond our control that may result in significant price and volume volatility, which substantially increases the risk that you may not be able to sell your shares at or above the price that you pay for the shares.

Factors beyond our control, that may cause our share price to fluctuate significantly include, but are not limited to, the following:

- the development of a future market for our products;
- changes in market valuations of similar companies;

- announcement by us or our competitors of significant contracts, acquisitions, strategic partnerships, joint ventures or capital commitments;
- additions or departures of key personnel; and
- fluctuations in stock market price and volume.

Additionally, in recent years the stock market in general, and technology stocks in particular, have experienced extreme price and volume fluctuations. In some cases these fluctuations are unrelated or disproportionate to the operating performance of the underlying company. These market and industry factors may materially and adversely affect our stock price regardless of our operating performance. The historical trading of our common stock is not necessarily an indicator of how it will trade in the future and our trading price as of the date of this prospectus is not necessarily an indicator of what the trading price of our common stock might be in the future.

In the past, class action litigation has often been brought against companies following periods of volatility in the market price of those companies' common stock. If we become involved in this type of litigation in the future it could result in substantial costs and diversion of management attention and resources, which could have a further negative effect on your investment in our stock.

Our issuance of common stock at a price below prevailing trading prices at the time of issuance may cause our stock price to decline.

As of November 7, 2008 there was outstanding $3,500,000 worth of preferred stock that is convertible into approximately 3,500,000 shares of common stock at $1.00 per share and warrants to purchase 6,000,000 shares of common stock, having an exercise price of $2.00 per share. These, as well as those we may issue in the future, may result in shares of common stock being issued for consideration that is less than the trading price of our common stock at the time the shares are issued. We may also issue shares of common stock in the future at a discount to the trading price of our common stock. Any such below market issuances, or the potential for such issuances, could cause our stock price to decline. Moreover, if investors holding a significant number of these shares decided to sell them in a short period of time, such sales could contribute significant downward pressure on the trading price of our stock.

Our issuance of shares of preferred stock, warrants and stock options may have a negative effect on the trading price of our common stock.

We currently have a large number of shares of preferred stock, stock options and warrants outstanding. The conversion and exercise of these shares of preferred stock, stock options and warrants could cause significant dilution to our stockholders. Moreover, we intend to continue to minimize our use of cash for consulting services by granting stock options and warrants to consultants at or below the current market price, which will cause additional dilution to our stockholders. In addition to the potential dilutive effect of issuing a large number of stock options and warrants, there is the potential that a large number of the shares may be sold in the public market at any given time, which could place additional downward pressure on the trading price of our common stock.

You may experience dilution of your ownership interests due to the future issuance of additional shares of our common stock.

Our board of directors may authorize the issuance of additional common or preferred shares under applicable state law without shareholder approval. We are authorized to issue 500,000,000 shares of common stock and 10,000,000 shares of preferred stock with such designations, preferences and rights as may be determined by our board of directors. We may also issue additional shares of our common stock or other securities that are convertible into or exercisable for common stock in connection with the hiring of personnel, future acquisitions, future private placements of our securities for capital raising purposes or for other business purposes. Future sales of substantial amounts of our common stock, or the perception that sales could occur, could have a material adverse effect on the price of our common stock. If we need to raise additional capital to expand or continue operations, it may be necessary for us to issue additional equity or convertible debt securities. If we issue equity or convertible debt securities, the net tangible book value per share may decrease, the percentage ownership of our current stockholders may be diluted and such equity securities may have rights, preferences or privileges senior or more advantageous to our common stockholders.

There is no assurance of an established public trading market, which would adversely affect the ability of investors in our company to sell their securities in the public markets.

Although our common stock trades on the Pink Sheets, a regular trading market for our common stock may not be sustained in the future. The Pink Sheets is an inter-dealer market that provides significantly less liquidity than a national securities exchange or automated quotation system. Quotes for stocks included on the Pink Sheets are not listed in the financial sections of newspapers as are those for stocks listed on national securities exchanges or automated quotation systems. Therefore, prices for securities traded solely on the Pink Sheets may be difficult to obtain and holders of common stock may be unable to resell their securities at or near their original offering price or at any price. Market prices for our common stock may be influenced by a number of factors, including:

- the issuance of new equity securities;
- changes in interest rates;
- competitive developments, including announcements by competitors of new products or services or significant contracts, acquisitions, strategic partnerships, joint ventures or capital commitments;
- variations in quarterly operating results;
- change in financial estimates by securities analysts;
- the depth and liquidity of the market for our common stock;
- investor perceptions of our company and the technologies industries generally; and
- general economic and other national conditions.

Our limited prior public market and trading market may cause volatility in the market price of our common stock.

Our common stock has only been quoted for trading since January 4, 2008. Our common stock is currently traded on a limited basis on the Pink Sheets. The quotation of our common stock on the Pink Sheets does not assure that a meaningful, consistent and liquid trading market currently exists, and in recent years such market has experienced extreme price and volume fluctuations that have particularly affected the market prices of many smaller companies like us. Our common stock is thus subject to volatility. In the absence of an active trading market:

- investors may have difficulty buying and selling or obtaining market quotations;
- market visibility for our common stock may be limited; and
- lack of visibility for our common stock may have a depressive effect on the market for our common stock.

Our common stock is a "Penny Stock."

Our common stock is a “low-priced” security, or a penny stock, under rules promulgated under the Exchange Act. A stock could be considered to be a "penny stock" if it meets one or more of the definitions in Rules 15g-2 through 15g-6 promulgated under Section 15(g) of the Exchange Act. These include but are not limited to the following: (i) the stock trades at a price less than $5.00 per share; (ii) it is NOT traded on a "recognized" national exchange; (iii) it is NOT quoted on The NASDAQ Stock Market, or even if so, has a price less than $5.00 per share; or (iv) is issued by a company with net tangible assets less than $2.0 million, if in business more than a continuous three years, or with average revenues of less than $6.0 million for the past three years. The principal result or effect of being designated a "penny stock" is that securities broker-dealers cannot recommend the stock but must trade in it on an unsolicited basis.

In accordance with these rules, broker-dealers participating in transactions in low-priced securities must first deliver a risk disclosure document which describes the risks associated with such stocks, the broker-dealer’s duties in selling the stock, the customer’s rights and remedies and certain market and other information. Furthermore, the broker-dealer must make a suitability determination approving the customer for low-priced stock transactions based on the customer’s financial situation, investment experience and objectives. Broker-dealers must also disclose these restrictions in writing to the customer, obtain specific written consent from the customer, and provide monthly account statements to the customer. The effect of these restrictions probably decreases the willingness of broker-dealers to make a market in our common stock, decreases liquidity of our common stock and increases transaction costs for sales and purchases of our common stock as compared to other securities.

Broker-dealer requirements may affect trading and liquidity.

Section 15(g) of the Securities Exchange Act of 1934, as amended, and Rule 15g-2 promulgated thereunder by the SEC require broker-dealers dealing in penny stocks to provide potential investors with a document disclosing the risks of penny stocks and to obtain a manually signed and dated written receipt of the document before effecting any transaction in a penny stock for the investor's account. Moreover, Rule 15g-9 requires broker-dealers in penny stocks to approve the account of any investor for transactions in such stocks before selling any penny stock to that investor. This procedure requires the broker-dealer to (i) obtain from the investor information concerning his or her financial situation, investment experience and investment objectives; (ii) reasonably determine, based on that information, that transactions in penny stocks are suitable for the investor and that the investor has sufficient knowledge and experience as to be reasonably capable of evaluating the risks of penny stock transactions; (iii) provide the investor with a written statement setting forth the basis on which the broker-dealer made the determination in (ii) above; and (iv) receive a signed and dated copy of such statement from the investor, confirming that it accurately reflects the investor's financial situation, investment experience and investment objectives. Compliance with these requirements may make it more difficult for holders of our common stock to resell their shares to third parties or to otherwise dispose of them in the market or otherwise.

Risks Due to Sale Restrictions Imposed by State "Blue Sky Laws".

There are state regulations, which might affect the transferability of our shares. We have not registered its shares for sale under the securities or "blue sky" laws of any state and we have no plans to register or qualify its shares in any state. In all states except for Arkansas, Georgia, Illinois, Louisiana, New York, North Dakota, Ohio, Oregon and Tennessee, shareholders can make unsolicited sales of securities through broker dealers. Current shareholders, and persons who desire to purchase the shares in any trading market that may develop in the future, should be aware that there may be significant state restrictions upon the ability of new investors to purchase the securities.

Shares eligible for future sale may adversely affect the market price of our common stock, as the future sale of a substantial amount of our restricted stock in the public marketplace could reduce the price of our common stock.

From time to time, certain of our stockholders may be eligible to sell their shares of common stock by means of ordinary brokerage transactions in the open market pursuant to Rule 144 of the Securities Act of 1933, as amended, subject to certain requirements. In general, under Rule 144, unaffiliated stockholders (or stockholders whose shares are aggregated) who have satisfied a six month holding period may sell shares of our common stock, so long as we have filed all required reports under Section 13 or 15(d) of the Exchange Act during the 12-month period preceding such sale. Once a period of six months has elapsed since the date the common stock was acquired from us or from an affiliate of ours, unaffiliated stockholders can freely sell shares of our common stock. 12 months after acquiring shares from us or an affiliate, unaffiliated stockholders can freely sell their shares without any restriction or requirement that we are current in our SEC filings. Because we were a shell company until December 27, 2007, our stockholders holding unregistered shares of common stock are initially subject to a 12 month holding period, instead of a six month holding period, which began to run on January 4, 2008, the date we filed a "super" Form 8-K with the SEC. Any substantial sale of common stock pursuant to Rule 144 may have an adverse affect on the market price of our common stock.

Failure to Achieve and Maintain Internal Controls in Accordance with Sections 302 and 404(a) of the Sarbanes-Oxley Act of 2002 Could Have A Material Adverse Effect on Our Business and Stock Price.

If we fail to maintain adequate internal controls or fail to implement required new or improved controls, as such control standards are modified, supplemented or amended from time to time; we may not be able to assert that we can conclude on an ongoing basis that we have effective internal controls over financial reporting. Effective internal controls are necessary for us to produce reliable financial reports and are important in the prevention of financial fraud. If we cannot produce reliable financial reports or prevent fraud, our business and operating results could be harmed, investors could lose confidence in our reported financial information, and there could be a material adverse effect on our stock price. We have examined and evaluated our internal control procedures to satisfy the requirements of Section 404(a) of the Sarbanes-Oxley Act, as required for this Prospectus on Form S-1 for the year ending December 31, 2007.

Because we have no plans to pay dividends on our common stock, stockholders must look solely to appreciation of our common stock to realize a gain on their investments.

We do not anticipate paying any dividends on our common stock in the foreseeable future. We currently intend to retain future earnings, if any, to finance the expansion of our business. Our future dividend policy is within the discretion of our board of directors and will depend upon various factors, including our business, financial condition, results of operations, capital requirements and investment opportunities. In addition, our senior credit facility limits the payment of dividends without the prior written consent of the lenders. Accordingly, stockholders must look solely to appreciation of our common stock to realize a gain on their investment. This appreciation may not occur.

There are certain anti-takeover provisions that exist in connection with the September 8, 2008 issuance of the Series A Convertible Preferred Stock.

In the event that we effect any merger or consolidation, a sale of all or substantially all of our assets, engage in a tender offer or exchange offer, or reclassify our common stock or any compulsory share exchange pursuant to which the common stock is effectively converted into or exchanged for other securities, cash or property, then, upon any subsequent exercise of the holders of the Series A Preferred Stock has certain redemption rights. Holders of the Series A Preferred Stock shall have the right to redeem in cash at a price equal to one hundred twenty percent (120%) of the stated value of the Series A Preferred Stock plus all accrued and unpaid dividends thereon at the time of such request. Redemption of the Series A Preferred Stock may be made, at our option in (a) cash or (b) shares of our common stock eligible for public resale by the holder under an effective registration statement covering such shares. If such a merger, consolidation, sale of all or substantially all of our asserts, tender offer or reclassification would ultimately be in the best interests of the shareholders, such anti-takeover provisions may dissuade potential suitors from engaging in such a transaction.

There are certain anti-takeover provisions that exist in connection with our September 8, 2008 private placement.

In the event that we effect any merger or consolidation, a sale of all or substantially all of our assets, engage in a tender offer or exchange offer, or reclassify our common stock or any compulsory share exchange pursuant to which the common stock is effectively converted into or exchanged for other securities, cash or property, then, upon any subsequent exercise of the warrants issued in the September 8, 2008 private placement, the warrant holders shall have the right to receive, for each share of common stock that would have been issuable upon such exercise immediately prior to the occurrence of any merger, consolidation or disposition of assets, the number of shares of common stock of the successor or acquiring corporation or of the company, if it is the surviving corporation, and any additional consideration receivable as a result of such merger, consolidation or disposition of assets, by a holder of the number of shares of Common Stock for which this Warrant is exercisable immediately prior to such event. Further, if we enter into a "change of control transaction", the Series A Stock issued in the September 8, 2008 private placement has certain redemption rights, as previously described. If any merger, consolidation or disposition of assets or change of control transaction would ultimately be in the best interests of the stockholders, such anti-takeover provisions may dissuade potential suitors from engaging in such a transaction.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

Statements in this prospectus may be "forward-looking statements." Forward-looking statements include, but are not limited to, statements that express our intentions, beliefs, expectations, strategies, predictions or any other statements relating to our future activities or other future events or conditions. These statements are based on current expectations, estimates and projections about our business based, in part, on assumptions made by management. These statements are not guarantees of future performance and involve risks, uncertainties and assumptions that are difficult to predict. Therefore, actual outcomes and results may, and are likely to, differ materially from what is expressed or forecasted in the forward-looking statements due to numerous factors, including those described above and those risks discussed from time to time in this prospectus, including the risks described under "Risk Factors," "Management's Discussion and Analysis" and "Our Business."

There are important factors that could cause our actual results to differ materially from those in the forward-looking statements. These factors, include, without limitation, the following: our ability to develop our technology platform and our products; our ability to protect our intellectual property; the risk that we will not be able to develop our technology platform and products in the current projected timeframe; the risk that our products will not achieve performance standards in clinical trials; the risk that the clinical trial process will take longer than projected; the risk that our products will not receive regulatory approval; the risk that the regulatory review process will take longer than projected; the risk that we will not be unsuccessful in implementing our strategic, operating and people initiatives; the risk that we will not be able to commercialize our products; any of which could impact sales, costs and expenses and/or planned strategies. Additional information regarding factors that could cause results to differ can be found in this prospectus and our other recent filings with the Securities and Exchange Commission.

USE OF PROCEEDS

We will not receive any proceeds from the sale of our common stock offered through this prospectus by the selling security holder. However, we will receive the sale price of any common stock we sell to the selling stockholder upon exercise of the warrants. We expect to use the proceeds received from the exercise of the warrants, if any, for general working capital purposes.

DETERMINATION OF OFFERING PRICE

We have proposed a selling price of $4.05 per share. The offering price has no relationship to any established criteria of value, such as book value or earnings per share. The price is based on our current trading price. Consequently, we cannot determine what the actual value of our common stock will be either now or at the time of sale. Our common stock is traded on the Pink Sheets. The selling security holders will sell all or a portion of their shares from time to time on the Pink Sheets at prices prevailing at the time of sale, or related to the market price at the time of sale, or at other negotiated prices.

SELLING STOCKHOLDERS

The following table sets forth the names of the selling stockholders, the number of shares of common stock owned beneficially by the selling stockholders as of November 7, 2008, and the number of shares of our common stock that may be offered by the selling stockholders pursuant to this prospectus. The table and the other information contained under the captions “Selling Stockholders” and “Plan of Distribution” has been prepared based upon information furnished to us by or on behalf of the selling stockholders. The following table sets forth, as to each of the selling stockholders, the number of shares beneficially owned, the number of share being sold, the number of shares beneficially owned upon completion of the offering and the percentage beneficial ownership upon completion of the offering.

Name of Selling Stockholder	Total Shares Held Including Shares Issuable Upon Full Conversion and/or exercise(3)	Total Percentage of Outstanding Shares Assuming Full Conversion and/or exercise (3)	Shares of Common Stock Included in Prospectus (3)	Beneficial Ownership Before Offering (1)(2)(3)	Percentage of Common Stock Before Offering (1)(3)	Beneficial Ownership After the Offering Including Shares Issuable Upon Full Conversion and/or exercise (4)	Percentage of Common Stock Owned After Offering Assuming Full Conversion and/or exercise (4)
Vicis Capital Master Fund (5)	9,500,000	43.93 %	2,230,000	605,098	4.99%	7,270,000	33.62 %

(1) These columns represent the aggregate maximum number and percentage of shares that the selling stockholders can own at one time.

(2) The number and percentage of shares beneficially owned is determined in accordance with Rule 13d-3 of the Securities Exchange Act of 1934, and the information is not necessarily indicative of beneficial ownership for any other purpose. Under such rule, beneficial ownership includes any shares as to which the selling stockholders has sole or shared voting power or investment power and also any shares, which the selling stockholders has the right to acquire within 60 days. The percentage of shares owned by each selling stockholder is based on a total outstanding number of 12,126,209 as of November 7, 2008.

(3) The selling stockholders purchased the securities which are convertible into the shares being offered in this prospectus in our September 8, 2008 private placement. The selling stockholders have contractually agreed to restrict their ability to convert their shares of Series A Preferred Stock into shares of common stock and to exercise their warrants to purchase shares of common stock such that the number of shares of common stock held by them in the aggregate and their affiliates after such conversion or exercise does not exceed 4.99% of the then issued and outstanding shares of common stock as determined in accordance with Section 13(d) of the Exchange Act. Accordingly, the number of shares of common stock set forth in the table for the selling stockholders exceeds the number of shares of common stock that the selling stockholders could own beneficially at any given time through their ownership of the Series A Preferred Stock and the warrants. In that regard, the beneficial ownership of the common stock by the selling stockholder set forth in the table is not determined in accordance with Rule 13d-3 under the Securities Exchange Act of 1934, as amended.

(4) Assumes that all securities registered will be sold.

(5) Chris Phillips holds investment and dispositive power of the shares held by Vicis Capital Master Fund. Shares beneficially owned represent an aggregate of 9,500,000 shares of Common Stock, consisting of (i) 3,500,000 shares issuable upon the conversion of the Series A Preferred Stock; and (ii) 6,000,000 shares issuable upon the exercise of the Series A Warrants. The selling stockholder has informed us that it is not a broker-dealer or affiliate of a broker-dealer.

The selling stockholders has not, or within the past three years, held any position, office or material relationship with us or with any of our predecessors or affiliates.

The September 8, 2008 Private Placement

The following is a description of the selling stockholders relationships to us and how each of the selling stockholders acquired its shares to be sold in this offering:

On September 8, 2008, we entered into a private placement with the selling stockholders pursuant to which we sold various securities in consideration of an aggregate purchase price of $3,500,000. In connection with this private placement, we issued the following securities to the selling stockholders:

- 35 shares of Series A Preferred Stock; and
- Series A Common Stock Purchase Warrants to purchase 6,000,000 shares of common stock at $2.00 per share for a period of five years.

Holders of the Series A Preferred Stock are entitled to receive cumulative preferred dividends at the rate per share of 10% per annum, payable on the first day of September and February of each year. So long as certain equity conditions are met, we may elect to pay dividends in either (i) cash, or (ii) shares of our common stock. If we pay in shares of common stock, if the shares of common stock are registered for sale by the selling stockholders; provided, however, we shall not be permitted to issue registered shares of Common Stock as dividend payments in the event that the market price is less than $0.50. In addition, we must make dividend payments in cash if we are unable to make dividend payments in shares of Common Stock that are eligible for public resale by the Holder under an effective registration statement covering such shares. The number of shares of Common Stock to be issued as payment of a dividend shall be determined by dividing (i) the total amount of the dividend to be paid in Common Stock by (ii) ninety percent (90%) of the average closing price of the Common Stock for the five-(5) day period prior to such date on the Pink Sheets as reported by Bloomberg Financial L.P. or other eligible market on which the Common Stock trades on.

The Series A Preferred Stock has redemption rights upon the occurrence of certain triggering events, including, (i) consolidation or a merger with or into (if the Company is not the surviving corporation) another entity, or (ii) the selling, assignment, transfer, conveyance or disposition of all or substantially all of the properties or our assets to another Person, or (iii) allowing another person or persons to make a purchase, tender or exchange offer that is accepted by the holders of more than the 50% of the outstanding shares of voting stock (not including any shares of voting stock held by the person or persons making or party to, or associated or affiliated with the person or persons making or party to, such purchase, tender or exchange offer), or (iv) consummate a stock purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with another person whereby such other person acquires more than the 50% of either the outstanding shares of voting stock (not including any shares of voting stock held by the other person or other persons making or party to, or associated or affiliated with the other Persons making or party to, such stock purchase agreement or other business combination), (v) reorganize, recapitalize or reclassify its Common Stock or (vi) any “person” or “group” (as these terms are used for purposes of Sections 13(d) and 14(d) of the Exchange Act) is or shall become the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of 50% of the aggregate Voting Stock of the Corporation. Each share of Series A Preferred Stock subject to redemption shall be redeemed by us in cash at a price equal to one hundred twenty percent (120%) of the stated value of the Series A Preferred Stock plus all accrued and unpaid dividends thereon at the time of such request. The number of shares of Common Stock to be issued as payment in redemption shall be determined by dividing (i) the total amount of the dividend to be paid in Common Stock by (ii) ninety percent (90%) of the market price of our Common Stock for the five (5) days immediately preceding the date of redemption.

The Series A Preferred Stock has voting rights. Holders of shares of Series A Preferred Stock shall be entitled to vote on all matters submitted to a vote of the shareholders of the Company and shall have such number of votes equal to the number of shares of Common Stock into which such Holders’ shares of Series A Preferred Stock are convertible pursuant to the provisions hereof and subject to the limitations on conversion contained herein, at the record date for the determination of shareholders entitled to vote on such matters or, if no such record date is established, at the date such vote is taken or any written consent of shareholders is solicited. Except as otherwise required by law, the holders of shares of Series A Preferred Stock and Common Stock shall vote together as a single class, and not as separate classes. In the event that the holders of the Series A Preferred Stock are required to vote separately as a class, the affirmative vote of holders of a majority of the outstanding shares of Series A Preferred Stock shall be required to approve each such matter to be voted upon, and if any matter is approved by such requisite percentage of holders of Series A Preferred Stock, such matter shall bind all holders of Series A Preferred Stock.

The Series A Preferred Stock is subject to anti-dilution adjustment in the event of stock splits and stock dividends (other than to the Series A Preferred Stock), subsequent equity sales entitling persons to acquire shares of common stock at an effective price per share that is lower than the then Conversion Price of the Series A Preferred Stock and subsequent rights offerings, in the event we issue rights, options or warrant to all holders of common stock and not to the holders of Series A Preferred Stock, pro rata distributions of assets or indebtedness and fundamental transactions, such as a merger, consolidation or recapitalization. The anti-dilution adjustment provides that, if, at any time while the Series A Preferred Stock is outstanding, if we sell or grant any option to purchase or sell or grant any right to reprice our securities, or otherwise dispose of or issue (or announce any sale, grant or any option to purchase or other disposition) any common stock or common stock equivalents entitling any person to acquire shares of common stock at an effective price per share that is lower than the then conversion price (such lower price, the "Base Conversion Price") (if the holder of the common stock or common stock equivalents so issued shall at any time, whether by operation of purchase price adjustments, reset provisions, floating conversion, exercise or exchange prices or otherwise, or due to warrants, options or rights per share which are issued in connection with such issuance, be entitled to receive shares of common stock at an effective price per share that is lower than the conversion price, such issuance shall be deemed to have occurred for less than the conversion price on such date of the dilutive issuance), then all of such shares of common stock or common stock underlying such option shall be deemed to be outstanding and to have been issued and sold by us at the time of the granting or sale of such option for such price per share.

Once there is an effective registration statement, we may force conversion of the Series A Preferred Stock into common stock if the market price for 10 consecutive trading days exceeds $2.00 (subject to adjustment for reverse and forward stock splits, stock combinations and other similar transactions of the Common Stock that occur after the date thereof) and the average daily trading volume for the Common Stock during such ten-(10) day period exceeds 100,000 shares, we may, at any time after the fifth (5th) trading day after the end of any such period, deliver a notice to the holder to cause the holder to immediately convert all and not less than all of the stated value of the shares held by such holder plus accumulated and unpaid dividends at the then current conversion price.

So long as any shares of Series A Preferred Stock are outstanding, unless the holders of at least 50% of the then outstanding shares of Series A Preferred Stock shall have otherwise given prior written consent, we shall not, and shall not permit any of our subsidiaries to, directly or indirectly:

a) (i) Except with respect to the Series A Preferred Stock, or forward stock splits in the form of a dividend, declare or pay any dividends or make any distributions to any holder(s) of any shares of our capital stock or (ii) purchase, redeem or otherwise acquire any shares of our Common Stock or warrants or rights to acquire such Common Stock, except as may be required by the terms of the Series A Preferred Stock; or (iii) purchase, redeem or otherwise acquire any shares of our preferred stock or warrants or rights to acquire such stock, except as may be required by the terms of such preferred stock;

b) Effect any reclassification, combination or reverse stock split of the Common Stock;

c) Create, incur, assume, suffer, permit to exist, or guarantee, directly or indirectly, any indebtedness, excluding, however, from the following:

- Indebtedness to the extent existing on September 8, 2008 or any replacement indebtedness to existing indebtedness;
- Indebtedness which may be incurred or guaranteed by us in an aggregate principal amount not to exceed $500,000;
- the endorsement of instruments for the purpose of deposit or collection in the ordinary course of business;
- Indebtedness relating to our contingent obligations and our subsidiaries under guaranties in the ordinary course of business of the obligations of suppliers, customers, and licensees of the company and our subsidiaries;
- Indebtedness relating to loans from the company to our subsidiaries;
- Indebtedness relating to capital leases in an amount not to exceed $500,000;
- accounts or notes payable arising out of the purchase of merchandise, supplies, equipment, software, computer programs or services in the ordinary course of business;
- Common Stock issued or issuable to financial institutions, or lessors, pursuant to a commercial credit arrangement, equipment financing transaction, accounts receivable factoring, or a similar transaction;

d) Issue securities senior to or equal to that of the Series A Preferred Stock;

e) Sell, transfer, lease or dispose of 20% or more of its consolidated assets in any single transaction or series of transactions, or liquidate, dissolve, recapitalize or reorganize in any form of transaction;

f) Enter into a change of control transaction, which means the occurrence of (a) an acquisition by an individual or legal entity or “group” (as described in Rule 13d-5(b)(1) promulgated under the Exchange Act) of effective control of in excess of fifty percent (50%) of our voting securities, (b) a replacement at one time or over time of more than one-half of the members of our Board, which is not approved by a majority of those individuals who are members of the Board (or by those individuals who are serving as members of the Board on any date whose nomination to the Board was approved by a majority of the members of the Board who are members on the date hereof), (c) the merger or consolidation of the company or any of our subsidiaries in one or a series of related transactions with or into another entity (except in connection with a merger involving the company solely for the purpose, and with the sole effect, of reorganizing the company under the laws of another jurisdiction; provided that the certificate of incorporation and bylaws (or similar charter or organizational documents) of the surviving entity are substantively identical to those of the company), or (d) the execution by the company of an agreement to which the company is a party or by which it is bound, providing for any of the events set forth above in (a), (b) or (c);

g) Amend or waive any provision of our Articles of Incorporation or Bylaws;

h) Engage in any transaction with any of our officers, directors, employees or affiliates of the company or of its subsidiaries, except on terms no less favorable to the company or the subsidiary as could be obtained in an arm’s length transactions; or

i) Divert business or opportunity of the company or our subsidiary to any other corporate or business entity; or

j) File any registration statement with the Securities and Exchange Commission ("SEC") until this registration statement or registration statements registering all the conversion shares, warrant shares and other registrable securities is declared effective by the SEC.

In the event of any liquidation or winding up, the holders of shares of Series A Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders an amount per share equal to the stated value of the Series A Preferred Stock plus the aggregate amount of accumulated but unpaid dividends on each share of Series A Preferred Stock.

The Series A Warrants are exercisable for a period of seven years at an exercise price of $2.00 per share. The Series A Warrants are exercisable on a cashless basis. In addition, the warrants are subject to anti-dilution adjustments and protections in the event of stock splits and stock dividends, subsequent equity sales entitling persons to acquire shares of common stock at an effective price per share that is lower than the then exercise price of the warrants and subsequent rights offerings, in the event we issue rights, options or warrant to all holders of common stock and not to the warrant holders, pro rata distributions of assets or indebtedness and fundamental transactions, such as a merger, consolidation or recapitalization. The anti-dilution adjustment shall apply the lowest sale price as being the adjusted option price or conversion ratio for existing shareholders.

The following table sets forth the amount of each payment (including the value of any payments to be made in Series A Preferred Stock or common stock) in connection with the September 8, 2008 private placement that we have made or may be required to make to selling stockholders, any affiliates of selling stockholders, or any person with whom any selling stockholder has a contractual relationship regarding the September 8, 2008 private placement (including any dividend payments, interest payments, liquidated damages, and any other payments or potential payments, except for payments related to redemption of the Series A Preferred Stock).

The Registration Rights Agreement between us and the selling stockholders, which, as amended, requires the Company to make the requisite SEC filings to achieve and subsequently maintain the effectiveness of a registration statement covering the common stock issuable upon exercise of the Series A Preferred shares generally on or before February 6, 2009. Failure to file a required registration statement or to achieve or subsequently maintain the effectiveness of a required registration statement through the required time will subject the Company to liquidated damages equal to one percent (1.0%) of the face value of the Series A Preferred Shares then held by such holder on such date and one-half percent (0.5%) of the face value of the Series A Preferred then held by such holder for each calendar month or portion thereof thereafter from the event date until cured. In no event shall the amount of liquidated damages payable at any time and from time to time to any holder exceed an aggregate of six percent (6.0%) of the face value of the Series A Preferred then held by such holder.

PLAN OF DISTRIBUTION

The selling security holders and any of their pledgees, donees, assignees and successors-in-interest may, from time to time, sell any or all of their shares of common stock being offered under this prospectus on any stock exchange, market or trading facility on which shares of our common stock are traded or in private transactions. These sales may be at fixed or negotiated prices. The selling security holders may use any one or more of the following methods when disposing of shares:

- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the shares as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resales by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- to cover short sales made after the date that the registration statement of which this prospectus is a part is declared effective by the Commission;
- broker-dealers may agree with the selling security holders to sell a specified number of such shares at a stipulated price per share;
- a combination of any of these methods of sale; and
- any other method permitted pursuant to applicable law.

The shares may also be sold under Rule 144 under the Securities Act of 1933, as amended ("Securities Act"), if available, rather than under this prospectus. The selling security holders have the sole and absolute discretion not to accept any purchase offer or make any sale of shares if they deem the purchase price to be unsatisfactory at any particular time.

The selling security holders may pledge their shares to their brokers under the margin provisions of customer agreements. If a selling security holder defaults on a margin loan, the broker may, from time to time, offer and sell the pledged shares.

Broker-dealers engaged by the selling security holders may arrange for other broker-dealers to participate in sales. Broker-dealers may receive commissions or discounts from the selling security holders (or, if any broker-dealer acts as agent for the purchaser of shares, from the purchaser) in amounts to be negotiated, which commissions as to a particular broker or dealer may be in excess of customary commissions to the extent permitted by applicable law.

If sales of shares offered under this prospectus are made to broker-dealers as principals, we would be required to file a post-effective amendment to the registration statement of which this prospectus is a part. In the post-effective amendment, we would be required to disclose the names of any participating broker-dealers and the compensation arrangements relating to such sales.

The selling security holders and any broker-dealers or agents that are involved in selling the shares offered under this prospectus may be deemed to be "underwriters" within the meaning of the Securities Act in connection with these sales. Commissions received by these broker-dealers or agents and any profit on the resale of the shares purchased by them may be deemed to be underwriting commissions or discounts under the Securities Act. Any broker-dealers or agents that are deemed to be underwriters may not sell shares offered under this prospectus unless and until we set forth the names of the underwriters and the material details of their underwriting arrangements in a supplement to this prospectus or, if required, in a replacement prospectus included in a post-effective amendment to the registration statement of which this prospectus is a part.

The selling security holders and any other persons participating in the sale or distribution of the shares offered under this prospectus will be subject to applicable provisions of the Exchange Act, and the rules and regulations under that act, including Regulation M. These provisions may restrict activities of, and limit the timing of purchases and sales of any of the shares by, the selling security holders or any other person. Furthermore, under Regulation M, persons engaged in a distribution of securities are prohibited from simultaneously engaging in market making and other activities with respect to those securities for a specified period of time prior to the commencement of such distributions, subject to specified exceptions or exemptions. All of these limitations may affect the marketability of the shares.

If any of the shares of common stock offered for sale pursuant to this prospectus are transferred other than pursuant to a sale under this prospectus, then subsequent holders could not use this prospectus until a post-effective amendment or prospectus supplement is filed, naming such holders. We offer no assurance as to whether any of the selling security holders will sell all or any portion of the shares offered under this prospectus.

We have agreed to pay all fees and expenses we incur incident to the registration of the shares being offered under this prospectus. However, each selling security holder and purchaser is responsible for paying any discounts, commissions and similar selling expenses they incur.

We and the selling security holders have agreed to indemnify one another against certain losses, damages and liabilities arising in connection with this prospectus, including liabilities under the Securities Act.

Penny Stock

The Commission has adopted Rule 15g-9 which establishes the definition of a "penny stock," for the purposes relevant to us, as any equity security that has a market price of less than $5.00 per share or with an exercise price of less than $5.00 per share, subject to certain exceptions. For any transaction involving a penny stock, unless exempt, the rules require:

- that a broker or dealer approve a person's account for transactions in penny stocks; and
- the broker or dealer receive from the investor a written agreement to the transaction, setting forth the identity and quantity of the penny stock to be purchased.

In order to approve a person's account for transactions in penny stocks, the broker or dealer must

- obtain financial information and investment experience objectives of the person; and
- make a reasonable determination that the transactions in penny stocks are suitable for that person and the person has sufficient knowledge and experience in financial matters to be capable of evaluating the risks of transactions in penny stocks.

The broker or dealer must also deliver, prior to any transaction in a penny stock, a disclosure schedule prescribed by the Commission relating to the penny stock market, which, in highlight form:

- sets forth the basis on which the broker or dealer made the suitability determination; and
- that the broker or dealer received a signed, written agreement from the investor prior to the transaction.

Disclosure also has to be made about the risks of investing in penny stocks in both public offerings and in secondary trading and about the commissions payable to both the broker-dealer and the registered representative, current quotations for the securities and the rights and remedies available to an investor in cases of fraud in penny stock transactions. Finally, monthly statements have to be sent disclosing recent price information for the penny stock held in the account and information on the limited market in penny stocks.

DESCRIPTION OF SECURITIES TO BE REGISTERED

Our authorized capital stock consists of 500,000,000 shares of common stock at a par value of $0.001 per share and 10,000,000 shares of preferred stock at a par value of $0.001 per share. As of November 7, 2008, there were 12,126,209 shares of our common stock issued and outstanding and 35 shares of Series A Preferred Stock issued and outstanding, which are currently convertible, at the option of the holder, into an aggregate of 35,000,000 shares of our common stock, 625,000 are reserved for outstanding stock options and warrants, and 1,490,000 are reserved for future grant under the 2008 Company Stock Option Plan.

Holders of our common stock are entitled to one vote for each share on all matters submitted to a stockholder vote. Holders of common stock do not have cumulative voting rights. Therefore, holders of a majority of the shares of our common stock voting for the election of directors can elect all of the directors. Holders of our common stock representing a majority of the voting power of our capital stock issued, outstanding and entitled to vote, represented in person or by proxy, are necessary to constitute a quorum at any meeting of stockholders. A vote by the holders of a majority of our outstanding shares is required to effectuate certain fundamental corporate changes such as liquidation, merger or an amendment to our articles of incorporation.

Subject to the rights of our Series A Preferred Stock, holders of our common stock are entitled to share in all dividends that the board of directors, in its discretion, declares from legally available funds. In the event of liquidation, dissolution or winding up, subject to the rights of our Series A Preferred Stock, each outstanding share entitles its holder to participate pro rata in all assets that remain after payment of liabilities and after providing for each class of stock, if any, having preference over the common stock. Our common stock has no pre-emptive rights, no conversion rights and there are no redemption provisions applicable to our common stock.

The rights of our common stockholders may be affected by rights, preferences and privileges of our Series A Preferred Stock. The following is a description of the rights, preferences and privileges of our Series A Preferred Stock:

Holders of the Series A Preferred Stock are entitled to receive cumulative preferred dividends at the rate per share of 10% per annum, payable on the first day of September and February of each year. So long as certain equity conditions are met, we may elect to pay dividends in either (i) cash, or (ii) shares of our common stock. If we pay in shares of common stock, and if the shares of common stock are registered for sale by the selling stockholders; provided, however, we shall not be permitted to issue registered shares of common stock as dividend payments in the event that the market price is less than $0.50. In addition, we must make dividend payments in cash if we are unable to make dividend payments in shares of common stock that are eligible for public resale by the Holder under an effective registration statement covering such shares. The number of shares of common stock to be issued as payment of a dividend shall be determined by dividing (i) the total amount of the dividend to be paid in common stock by (ii) ninety percent (90%) of the average closing price of the common stock for the five-(5) day period prior to such date on the Pink Sheets as reported by Bloomberg Financial L.P., the Pink Sheets if not reported on Bloomberg Financial, or other eligible market on which the common stock trades on.

The Series A Preferred Stock has redemption rights upon the occurrence of certain triggering events, including, (i) consolidation or a merger with or into (if we are not the surviving corporation) another entity, or (ii) the selling, assignment, transfer, conveyance or disposition of all or substantially all of the properties or our assets to another entity, or (iii) allowing another person or persons to make a purchase, tender or exchange offer that is accepted by the holders of more than the 50% of the outstanding shares of voting stock (not including any shares of voting stock held by the person or persons making or party to, or associated or affiliated with the person or persons making or party to, such purchase, tender or exchange offer), or (iv) consummate a stock purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with another person whereby such other person acquires more than the 50% of either the outstanding shares of voting stock (not including any shares of voting stock held by the other person or other persons making or party to, or associated or affiliated with the other Persons making or party to, such stock purchase agreement or other business combination), (v) reorganize, recapitalize or reclassify its common stock or (vi) any “person” or “group” (as these terms are used for purposes of Sections 13(d) and 14(d) of the Exchange Act) is or shall become the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of 50% of our aggregate voting stock. Each share of Series A Preferred Stock subject to redemption shall be redeemed by us in cash at a price equal to one hundred twenty percent (120%) of the stated value of the Series A Preferred Stock plus all accrued and unpaid dividends thereon at the time of such request. The number of shares of common stock to be issued as payment in redemption shall be determined by dividing (i) the total amount of the dividend to be paid in common stock by (ii) ninety percent (90%) of the market price of our common stock for the five (5) days immediately preceding the date of redemption.

The Series A Preferred Stock has voting rights. holders of shares of Series A Preferred Stock shall be entitled to vote on all matters submitted to a vote of our shareholders and shall have such number of votes equal to the number of shares of common stock into which such holders' shares of Series A Preferred Stock are convertible pursuant to the provisions hereof and subject to the limitations on conversion contained herein, at the record date for the determination of shareholders entitled to vote on such matters or, if no such record date is established, at the date such vote is taken or any written consent of shareholders is solicited. Except as otherwise required by law, the holders of shares of Series A Preferred Stock and common stock shall vote together as a single class, and not as separate classes. In the event that the holders of the Series A Preferred Stock are required to vote separately as a class, the affirmative vote of holders of a majority of the outstanding shares of Series A Preferred Stock shall be required to approve each such matter to be voted upon, and if any matter is approved by such requisite percentage of holders of Series A Preferred Stock, such matter shall bind all holders of Series A Preferred Stock.

The Series A Preferred Stock is subject to anti-dilution adjustment in the event of stock splits and stock dividends (other than to the Series A Preferred Stock), subsequent equity sales entitling persons to acquire shares of common stock at an effective price per share that is lower than the then Conversion Price of the Series A Preferred Stock and subsequent rights offerings, in the event we issue rights, options or warrant to all holders of common stock and not to the holders of Series A Preferred Stock, pro rata distributions of assets or indebtedness and fundamental transactions, such as a merger, consolidation or recapitalization. The anti-dilution adjustment provides that, if, at any time while the Series A Preferred Stock is outstanding, if we sell or grant any option to purchase or sell or grant any right to reprice our securities, or otherwise dispose of or issue (or announce any sale, grant or any option to purchase or other disposition) any common stock or common stock equivalents entitling any person to acquire shares of common stock at an effective price per share that is lower than the then conversion price (such lower price, the "Base Conversion Price") (if the holder of the common stock or common stock equivalents so issued shall at any time, whether by operation of purchase price adjustments, reset provisions, floating conversion, exercise or exchange prices or otherwise, or due to warrants, options or rights per share which are issued in connection with such issuance, be entitled to receive shares of common stock at an effective price per share that is lower than the conversion price, such issuance shall be deemed to have occurred for less than the conversion price on such date of the dilutive issuance), then all of such shares of common stock or common stock underlying such option shall be deemed to be outstanding and to have been issued and sold by us at the time of the granting or sale of such option for such price per share.

So long as any shares of Series A Preferred Stock are outstanding, unless the holders of at least 50% of the then outstanding shares of Series A Preferred Stock shall have otherwise given prior written consent, we shall not, and shall not permit any of our subsidiaries to, directly or indirectly:

a) (i) Except with respect to the Series A Preferred Stock, or forward stock splits in the form of a dividend, declare or pay any dividends or make any distributions to any holder(s) of any shares of our capital stock or (ii) purchase, redeem or otherwise acquire any shares of our common stock or warrants or rights to acquire such common stock, except as may be required by the terms of the Series A Preferred Stock; or (iii) purchase, redeem or otherwise acquire any shares of our preferred stock or warrants or rights to acquire such stock, except as may be required by the terms of such preferred stock;

b) Effect any reclassification, combination or reverse stock split of the common stock;

c) Create, incur, assume, suffer, permit to exist, or guarantee, directly or indirectly, any indebtedness, excluding, however, from the following:

- Indebtedness to the extent existing on September 8, 2008 or any replacement indebtedness to existing indebtedness;
- Indebtedness which may be incurred or guaranteed by us in an aggregate principal amount not to exceed $500,000;
- the endorsement of instruments for the purpose of deposit or collection in the ordinary course of business;
- Indebtedness relating to our contingent obligations and our subsidiaries under guaranties in the ordinary course of business of the obligations of suppliers, customers, and licensees of the company and our subsidiaries;
- Indebtedness relating to loans from the company to our subsidiaries;
- Indebtedness relating to capital leases in an amount not to exceed $500,000;
- accounts or notes payable arising out of the purchase of merchandise, supplies, equipment, software, computer programs or services in the ordinary course of business;
- Common Stock issued or issuable to financial institutions, or lessors, pursuant to a commercial credit arrangement, equipment financing transaction, accounts receivable factoring, or a similar transaction;

d) Issue securities senior to or equal to that of the Series A Preferred Stock;

e) Sell, transfer, lease or dispose of 20% or more of its consolidated assets in any single transaction or series of transactions, or liquidate, dissolve, recapitalize or reorganize in any form of transaction;

f) Enter into a change of control transaction, which means the occurrence of (a) an acquisition by an individual or legal entity or "group" (as described in Rule 13d-5(b)(1) promulgated under the Exchange Act) of effective control of in excess of fifty percent (50%) of our voting securities, (b) a replacement at one time or over time of more than one-half of the members of our Board, which is not approved by a majority of those individuals who are members of the Board (or by those individuals who are serving as members of the Board on any date whose nomination to the Board was approved by a majority of the members of the Board who are members on the date hereof), (c) the merger or consolidation of the company or any of our subsidiaries in one or a series of related transactions with or into another entity (except in connection with a merger involving the company solely for the purpose, and with the sole effect, of reorganizing the company under the laws of another jurisdiction; provided that the certificate of incorporation and bylaws (or similar charter or organizational documents) of the surviving entity are substantively identical to those of the company), or (d) the execution by the company of an agreement to which the company is a party or by which it is bound, providing for any of the events set forth above in (a), (b) or (c);

g) Amend or waive any provision of our Articles of Incorporation or Bylaws;

h) Engage in any transaction with any of our officers, directors, employees or affiliates of the company or of its subsidiaries, except on terms no less favorable to the company or the subsidiary as could be obtained in an arm's length transactions; or

i) Divert business or opportunity of the company or our subsidiary to any other corporate or business entity; or

j) File any registration statement with the Securities and Exchange Commission ("SEC") until this registration statement or registration statements registering all the conversion shares, warrant shares and other registrable securities is declared effective by the SEC.

In the event of any liquidation or winding up, the holders of shares of Series A Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Company available for distribution to its stockholders an amount per share equal to the stated value of the Series A Preferred Stock plus the aggregate amount of accumulated but unpaid dividends on each share of Series A Preferred Stock. If, upon liquidation or winding up, the assets of the Company, or proceeds thereof, to be distributed among the holders of the Series A Preferred Stock are insufficient to permit payment in full to such holders of the aggregate amount that they are entitled to be paid by their terms, then the entire assets, or proceeds thereof, available to be distributed to the corporation's stockholders shall be distributed to the holders of the Series A Preferred Stock ratably in accordance with the respective amounts that would be payable on such shares if all amounts payable thereon were paid in full. Prior to such liquidation or winding up, we shall declare for payment all accrued and unpaid dividends with respect to the Series A Preferred Stock but only to the extent that funds legally available for the payment of dividends.

Penny Stock Regulations

The SEC has adopted regulations which generally define "penny stock" to be an equity security that has a market price of less than $5.00 per share. Our common stock, when and if a trading market develops, may fall within the definition of penny stock and subject to rules that impose additional sales practice requirements on broker-dealers who sell such securities to persons other than established customers and accredited investors (generally those with assets in excess of $1,000,000, or annual incomes exceeding $200,000 or $300,000, together with their spouse).

For transactions covered by these rules, the broker-dealer must make a special suitability determination for the purchase of such securities and have received the purchaser's prior written consent to the transaction. Additionally, for any transaction, other than exempt transactions, involving a penny stock, the rules require the delivery, prior to the transaction, of a risk disclosure document mandated by the Commission relating to the penny stock market. The broker-dealer also must disclose the commissions payable to both the broker-dealer and the registered representative, current quotations for the securities and, if the broker-dealer is the sole market-maker, the broker-dealer must disclose this fact and the broker-dealer's presumed control over the market. Finally, monthly statements must be sent disclosing recent price information for the penny stock held in the account and information on the limited market in penny stocks. Consequently, the "penny stock" rules may restrict the ability of broker-dealers to sell our common stock and may affect the ability of investors to sell their common stock in the secondary market.

Transfer Agent and Registrar

The transfer agent and registrar for our common stock is Integrity Stock Transfer, located at 3265 E. Warm Springs Road, Las Vegas, NV 89120.

BUSINESS

We, through our wholly-owned subsidiary, OptimizeRx Corporation, a Michigan corporation, are a development-stage website publisher and marketing company that creates, promotes and fulfills custom marketing and advertising programs. We help patients better afford and manage their rising healthcare costs. In addition, we also provide unique advertising programs to pharmaceutical and healthcare industries. Through our websites, we provide the following services: (i) through our website, we provide patients to centrally review and participate in prescription and healthcare savings/support programs; (ii) through OFFERx, we provide a platform to allow manufacturers to create, promote and fulfill new patient offer programs in over 64,000 pharmacies; and (iii) through ADHERxE, we provide a platform that allows manufacturers to engage and monitor patients each month in exchange for activation of their monthly co-pay coupons.

Optimizer Systems, LLC was formed in the State of Michigan on January 31, 2006. It then became a corporation in the state of Michigan on October 22, 2007 and changed our name to OptimizeRx Corporation on October 22, 2007. On April 14, 2008, RFID Ltd. consummated a reverse merger by entering into a share exchange agreement with the stockholders of OptimizeRx Corporation, pursuant to which the stockholders of OptimizeRx Corporation exchanged all of the issued and outstanding capital stock of OptimizeRx Corporation for 1,256,958 shares of common stock of RFID Ltd., representing 100% of the outstanding capital stock of RFID Ltd. As of April 30, 2008, RFID's officers and directors resigned their positions and RFID changed its business to OptimizeRx's business. As a result, the historical discussion and financial statements included in this Form S-1 are those of OptimizeRx Corporation. On April 15, 2008, RFID Ltd's corporate name was changed to OptimizeRx Corporation. On September 4, 2008, we then completed a migratory merger, thereby changing our state of incorporation from Colorado to Nevada, resulting in the current corporate structure in which we, OptimizeRx Corporation, a Nevada corporation is the parent corporation, and OptimizeRx Corporation, a Michigan Corporation is our wholly-owned subsidiary.

General

Our founders recognized patients were becoming greater financial stakeholders in their healthcare decisions, including with their medications. Yet, there was very little information available on how patients could access available savings and support programs to help them affordably access and comply to their prescribed therapies. OPTIMIZERx.com was developed to be the patient savings and support portal to identify helpful programs that are available, based on the patients selected needs. In turn, we would offer powerful advertising platforms to pharmaceutical and healthcare manufacturers seeking to engage these patients needing their support.

With the aging of America's largest demographics, the internet emerging as the preferred way to seek information, and our founders expertise in the pharmaceutical and healthcare industries- the company was formed and advanced.

Through our website called OPTIMIZERx.com, we aid patients better afford and manage their rising healthcare costs. This provides unique advertising programs to the pharmaceutical and healthcare industries. Additionally, the company provides turn-key development and promotion of new savings offers for manufacturers through OFFERx. Finally, the company sells programs to manufacturers that help patients comply to their prescribed therapies each month through our new platform ADHERxE. ADHERxE allows manufacturers to extend additional savings to patients in turn for completion of monthly survey information to monitor treatment status.

Principal Products and Applications

- OPTIMIZERx.com- unique healthcare website for patients to centrally review and participate in prescription and healthcare savings/support programs.
- OFFERx - turn-key platform to allow manufactures to create, promote and fulfill new patient offer programs in over 64K pharmacies through our end to end system.
- ADHERxE - turn-key platform that allows manufacturers to engage and monitor patients each month in exchange for activation of their monthly co-pay coupons.

Marketing and Sales

With our marketing partners, including our New York advertising and PR agencies, we will promote OPTIMIZERx primarily through the following:

· Internet Marketing
· Public Relations Campaigns
· Physician Offices
· Direct to Consumer Marketing
· Newspaper and Advertising
· Cable TV
· Pharmacy Partners
· Fortune 500 Employers- Benefits Departments
· Unions and Other Church and Civic organizations

For distribution and sales purposes, we rely on internal and independent sales representatives. Additionally, the Company has entered into co-promotional agreements with Cegedim Dendrite and Sudler & Hennessey, a division of WPP.

Research and Development

All of our key members are part of our continual research development team and monitor new technologies, trends, services and partnerships that can provide us with additional services, value to healthcare and pharmaceutical industries and to the patients we serve.

We are currently in launch phase with ADHERxE to allow pharmaceutical and healthcare manufacturers unique way to engage and monitor patients each month in exchange for activation of their next savings offer.

We seek to educate our team through understanding of all market dynamics that have the potential to affect our business both short term and longer term. Our primary goal is to help patients better afford and access the medicines their doctor prescribes, as well as other healthcare products and services they need. Based on this, we continually seek better ways to meet this mission through technology, better user experience and new ways we can engage industries to provide new support program to patients needing their products.

Like any company, we are seeking new services and solutions to offer. However, our three current platforms provide robust opportunities and growth during the next five years.

Competition

We will compete in the highly competitive pharmaceutical and healthcare advertising industry that is dominated by large well-known companies with established names, solid market niches, wide arrays of product offerings and marketing networks. Our largest competitors include a variety of healthcare website publishers and networks who provide online advertising competition to OPTIMIZERx.com, including Quality Health, WebMD and Drugs.com.

However, each could also be a partner in co-promotion of exclusive offer and adherence campaigns we create on behalf of the client through OFFERx and ADHERxE.

Additional competition could be other competitors to our exclusive partnership with Cegedim Dendrite, such as McKesson, who provide similar offer redemption services through a network of pharmacies.

Our competitors may be able to enter into the field by developing a website to promote health care offers. However, they are limited from not being able to create, promote and manage new and exclusive prescription trial or offers. Additionally, with ADHERxE and the ability to create multiple offers activated each month for returning patients who sign up, we are uniquely positioned with significant barriers to entry.

Intellectual Property

All key aspects of our promotional and offer development platforms are pending patent review. However, business is not predicated on being awarded patent exclusiveness. Rather, represents a huge asset and further opportunity upon its receipt.

OPTIMIZERx is a licensed trademark.

Our intellectual property is developed significantly each month. Since inception, we have developed and launched OFFERx and ADHERxE and our further integrating these platforms to provide more robust offerings. OPTIMIZERx.com and OFFERx are patent pending.

The following table summarizes the status of our patents and patent applications as of the date hereof:

App Number/ Filing Date	Brief Summary (Products Covered)	Status
S.N. 11/528,292 September 27, 2006	System for providing patient savings and promoting health care product sales	Patent application pending.

Government Regulation

Fraud and Abuse Laws

Anti-Kickback Statutes

The federal healthcare program Anti-Kickback Statute prohibits persons from knowingly and willfully soliciting, offering, receiving or providing remuneration, directly or indirectly, in exchange for or to induce either the referral of an individual for, or the furnishing, arranging for or recommending a good or service for which payment may be made in whole or part under a federal healthcare program such as Medicare or Medicaid. The definition of remuneration has been broadly interpreted to include anything of value, including for example gifts, discounts, the furnishing of supplies or equipment, credit arrangements, payments of cash and waivers of payments. Several courts have interpreted the statute's intent requirement to mean that if any one purpose of an arrangement involving remuneration is to induce referrals or otherwise generate business involving goods or services reimbursed in whole or in part under federal healthcare programs, the statute has been violated. The law contains a few statutory exceptions, including payments to bona fide employees, certain discounts and certain payments to group purchasing organizations. Violations can result in significant penalties, imprisonment and exclusion from Medicare, Medicaid and other federal healthcare programs. Exclusion of a manufacturer would preclude any federal healthcare program from paying for its products. In addition, kickback arrangements can provide the basis for an action under the Federal False Claims Act, which is discussed in more detail below. The Anti-Kickback Statute is broad and potentially prohibits many arrangements and practices that are lawful in businesses outside of the healthcare industry. Recognizing that the Anti-Kickback Statute is broad and may technically prohibit many innocuous or beneficial arrangements, the Office of Inspector General of Health and Human Services, or OIG, issued a series of regulations, known as the safe harbors, beginning in July 1991. These safe harbors set forth provisions that, if all the applicable requirements are met, will assure healthcare providers and other parties that they will not be prosecuted under the Anti-Kickback Statute. The failure of a transaction or arrangement to fit precisely within one or more safe harbors does not necessarily mean that it is illegal or that prosecution will be pursued. However, conduct and business arrangements that do not fully satisfy each applicable safe harbor may result in increased scrutiny by government enforcement authorities such as the OIG. Arrangements that implicate the Anti-Kickback Law, and that do not fall within a safe harbor, are analyzed by the OIG on a case-by-case basis. Government officials have focused recent enforcement efforts on, among other things, the sales and marketing activities of healthcare companies, and recently have brought cases against individuals or entities with personnel who allegedly offered unlawful inducements to potential or existing customers in an attempt to procure their business. Settlements of these cases by healthcare companies have involved significant fines and/or penalties and in some instances criminal pleas. In addition to the Federal Anti-Kickback Statute, many states have their own kickback laws. Often, these laws closely follow the language of the federal law, although they do not always have the same exceptions or safe harbors. In some states, these anti-kickback laws apply with respect to all payors, including commercial health insurance companies.

False Claims Laws

Federal false claims laws prohibit any person from knowingly presenting, or causing to be presented, a false claim for payment to the federal government or knowingly making, or causing to be made, a false statement to get a false claim paid. Manufacturers can be held liable under false claims laws, even if they do not submit claims to the government, if they are found to have caused submission of false claims. The Federal Civil False Claims Act also includes whistle blower provisions that allow private citizens to bring suit against an entity or individual on behalf of the United States and to recover a portion of any monetary recovery. Many of the recent highly publicized settlements in the healthcare industry related to sales and marketing practices have been cases brought under the False Claims Act. The majority of states also have statutes or regulations similar to the federal false claims laws, which apply to items and services reimbursed under Medicaid and other state programs, or, in several states, apply regardless of the payor. Sanctions under these federal and state laws may include civil monetary penalties, exclusion of a manufacturer's products from reimbursement under government programs, criminal fines and imprisonment.

Privacy and Security

The Health Insurance Portability and Accountability Act of 1996, or HIPAA, and the rules promulgated there under require certain entities, referred to as covered entities, to comply with established standards, including standards regarding the privacy and security of protected health information, or PHI. HIPAA further requires that covered entities enter into agreements meeting certain regulatory requirements with their business associates, as such term is defined by HIPAA, which, among other things, obligate the business associates to safeguard the covered entity's PHI against improper use and disclosure. While not directly regulated by HIPAA, our customers or distributors might face significant contractual liability pursuant to such an agreement if the business associate breaches the agreement or causes the covered entity to fail to comply with HIPAA. It is possible that HIPPA compliance could become a substantial regulatory burden and expense to our operations, although we do not believe that this will occur as a general website publisher.

Employees

As of November 7, 2008, we had two full-time employees and four independent sales and programming contractors who perform various services for us. We also engage consultants for investor relations, accounting and legal services.

DESCRIPTION OF PROPERTY

Our principal executive offices are located at 407 Sixth Street, Rochester, Michigan, 48307. We have entered into a six-month lease for this 2,000 square foot facility, with a cost of approximately $2,500 per month. We additionally have free offices within both Cegedim Dendrite's US Headquarters, as well as Sudler & Hennessey's New York City offices. We believe that our properties are adequate for our current and immediately foreseeable operating needs. We do not have any policies regarding investments in real estate, securities or other forms of property.

LEGAL PROCEEDINGS

We are not aware of any pending or threatened litigation against us that we expect will have a material adverse effect on our business, financial condition, liquidity, or operating results. However, legal claims are inherently uncertain and we cannot assure you that we will not be adversely affected in the future by legal proceedings.

MARKET PRICE OF AND DIVDENDS ON COMMON EQUITY AND RELATED STOCKHOLDER MATTERS

Our Common Stock is traded on the Pink Sheets, under the symbol OPRX.PK since April 2, 2008. Our common stock was previously traded under the symbol RFDL. The most recent price for our common stock as of November 5, 2008 was $4.05.

The following table sets forth, for the periods indicated, the high and low bid prices of the Company's Common Stock traded on the Pink Sheets for the first quarter ended June 30, 2008 and the fiscal years ended December 31, 2007, and December 31, 2006. The quotations reflect inter-dealer prices, without retail mark-up, mark-down or commission, and may not represent actual transactions.

	Common Stock	
Fiscal Year 2008	High	Low
First Quarter	$ 7.00	$ 4.00
Second Quarter	$ 15.00	$ 3.90
Third Quarter	$ 4.20	$ 3.90

	Common Stock	
Fiscal Year 2007	High	Low
First Quarter	$ 590.00	$ 380.00
Second Quarter	$ 550.00	$ 360.00
Third Quarter	$ 490.00	$ 64.00
Fourth Quarter	$ 72.00	$ 3.00

	Common Stock	
Fiscal Year 2006	High	Low
First Quarter	$ 558.33	$ 83.33
Second Quarter	$ 466.67	$ 283.33
Third Quarter	$ 658.33	$ 313.33
Fourth Quarter	$ 600.00	$ 313.33

There were approximately 357 holders of record of our common stock as of November 7, 2008.

We have never declared or paid cash dividends on our common stock and do not expect to pay any dividends on our common stock in the foreseeable future. We currently intend to retain any future earnings for our business. The payment of any future dividends on our common stock will be determined by our Board of Directors and will depend on business conditions, our financial earnings and other factors.

MANAGEMENT'S DISCUSSION AND ANALYSIS OR PLAN OF OPERATION

Forward Looking Statements

Some of the statements contained in this Prospectus that are not historical facts are "forward-looking statements" which can be identified by the use of terminology such as "estimates," "projects," "plans," "believes," "expects," "anticipates," "intends," or the negative or other variations, or by discussions of strategy that involve risks and uncertainties. We urge you to be cautious of the forward-looking statements, that such statements, which are contained in this Prospectus, reflect our current beliefs with respect to future events and involve known and unknown risks, uncertainties and other factors affecting our operations, market growth, services, products and licenses. No assurances can be given regarding the achievement of future results, as actual results may differ materially as a result of the risks we face, and actual events may differ from the assumptions underlying the statements that have been made regarding anticipated events. Factors that may cause actual results, our performance or achievements, or industry results, to differ materially from those contemplated by such forward-looking statements include without limitation:

- Our ability to attract and retain management, and to integrate and maintain technical information and management information systems;
- Our ability to raise capital when needed and on acceptable terms and conditions;
- The intensity of competition; and
- General economic conditions.
- Changes in government regulations

Plan of Operation

We are a development-stage company located in Michigan. Since our formation, we have concentrated on developing our business strategy and obtaining financing. We plan to expand awareness, traffic and database to our patient savings portal OPTIMIZERx.com, as well as the launch of our offer development systems OFFERx™ and ADHERxE. We expect that the primary components of our business will be:

- The online patient savings portal OPTIMIZERx.com and our network affiliates
- OFFERx to develop, promote and fulfill new offers from pharmaceutical and healthcare manufactures
- ADHERxE to allow manufacturers to re-engage their customers per activation of new savings each month

As demand increases for savings and support programs to help the growing number of patients manage their rising healthcare costs, we plan to extend our reach and visibility through increased online, print and broadcast marketing to increase traffic and our database of qualified health care consumers.

In turn, we will generate revenues through: (i) advertising sales from our online OPTIMIZERx.com and affiliate network; (ii) its database; (iii) direct marketing and sponsorships and (iv) our platforms to create, promote and manage new savings offers for additional clients.

Results of Operations

Since inception, OPTIMIZERx Corp. has generated minimal revenue from advertising and use of its database. In the same period, OPTIMIZERx Corp has incurred expenses related to funding the development of the business plan, new products and platforms and raising capital.

Six Months Ended June 30, 2008

Since our formation in January 2006, we have focused on developing a business and financing plan to launch and expand OPTIMIZERx.com and its additional marketing and offer development platforms.

Our operating loss for the six months ended June 30, 2008 was $417,816. The operating loss for the period reflects expenses paid to consultants and firms related to developing the operating functions of our business in editorial, finance, product development and technology infrastructure.

Liquidity and Capital Resources

As of June 30, 2008, we had a cash balance of $141,683. On Sept 8, 2008, we received gross proceeds of $3,500,000 from VICIS Capital.

In July 7, 2008, we entered into an investment placement agent agreement with Midtown Partners & Co LLC to raise on a best efforts basis an amount of up to USD $3 million. Prior to this relationship our financing activities consisted of private investors and loans to cover our operating expenses.

On Sept 8, 2008 we received gross proceeds of $3,500,000 from VICIS Capital for preferred equity share sales which was used towards our working capital.

We believe that our currently available working capital after receiving the net proceeds of the VICIS Capital agreement should be adequate to sustain our operations at our current levels through at least the next twelve to eighteen months. However, depending on our future needs and changes and trends in the capital markets affecting our shares and us, we may determine to seek additional equity or debt financing in the private or public markets. Additional financing, whether through public or private equity or debt financing, arrangements with stockholders or other sources to fund operations, may not be available, or if available, may be on terms unacceptable to us.

Years ended December 31, 2007 and 2006

Our net losses for the fiscal years ending December 31, 2007 and 2006 were $361,466 and $184,310 respectively.

Liquidity and Capital Resources

At December 31, 2007, our financing since inception activities consisted of founder equity financing, loans and advances made to cover our operating expenses in 2007 and 2006 respectively.

Off-Balance Sheet Arrangements

None.

MANAGEMENT AND CERTAIN SECURITY HOLDERS

Directors and Executive Officers

The following table and text sets forth the names and ages of all our directors and executive officers and our key management personnel as of November 7, 2008. All of our directors serve until the next annual meeting of stockholders and until their successors are elected and qualified, or until their earlier death, retirement, resignation or removal. Executive officers serve at the discretion of the Board of Directors, and are elected or appointed to serve until the next Board of Directors meeting following the annual meeting of stockholders. Also provided is a brief description of the business experience of each director and executive officer and the key management personnel during the past five years and an indication of directorships held by each director in other companies subject to the reporting requirements under the Federal securities laws.

Name of Individual	Age	Position with company and subsidiaries
David A. Harrell	42	Chief Executive Officer, President and Director
Thomas E. Majerowicz	57	Secretary and Director
Terence J. Hamilton	43	Director

David A. Harrell

Mr. Harrell founded the Company in January 2006 and served as its President and Chief Executive Officer. Mr. Harrell became a director when the Company changed from a limited liability to a corporation in 2007. Mr. Harrell was the Vice President of Development for Meridian Incorporated from 2003-2005 and, prior to that, was Vice President of Sales and Marketing since 1999 at Advance Graphic Systems. Mr. Harrell spent two decades leading sales, marketing and business development units within the pharmaceutical and national retail industries. Prior to founding the Company, Mr. Harrell served as Vice President of Business Development for Meridian. Prior to that, Mr. Harrell was Vice President of Sales and Marketing for Advance Graphic Systems. Serving ten years at SmithKline Beecham, Mr. Harrell specialized in the managed markets healthcare segment. As part of the Integrated Health Division, Mr. Harrell was responsible for contracting and achieving regional revenue growth for SmithKline Beecham's four business units: Pharmaceuticals, Consumer Health, Clinical Labs and Diversified Pharmaceutical Services (PBM). During his tenure with SmithKline Beecham, he was a recipient of numerous national awards and served as a member of the Division's Strategic Planning Committee. Mr. Harrell graduated from Oakland University with a Bachelor of Science in Business Administration.

Thomas E. Majerowicz

Mr. Majerowicz joined the Company as our Director in 2007. Mr. Majerowicz has been a partner at the law firm of Puzzuoli, Hribar, Iafrate, Majerowicz & Kohler since 1979.

Terence J. Hamilton

Mr. Hamilton joined the Company as a Director and VP of Sales in February 2008. Prior to that, Mr. Hamilton was Manager at MedImmune since 2005 and was Senior National Account Manager for Glaxo SmithKline pharmaceuticals for 13 years prior to that. Mr. Hamilton has spent the last 19 years working in the pharmaceutical and biotech arenas within various sales, marketing and managed markets management positions. He also has held many positions within the pharmaceutical and biotech industries, including District Manager, Brand Manager, Managed Market Specialist, Contract Manager, Government Account Manager.

Term of Office

Our directors are appointed for a one-year term to hold office until the next annual meeting of our shareholders or until removed from office in accordance with our bylaws.

Our executive officers are appointed by our board of directors and hold office until removed by the board.

Significant Employees

We have no significant employees other than our officers and directors.

Family Relationships

There are no family relationships between or among the directors, executive officers or persons nominated or chosen by us to become directors or executive officers.

Involvement in Certain Legal Proceedings

To the best of our knowledge, during the past five years, none of the following occurred with respect to a present director, person nominated to become director, executive officer, or control person: (1) any bankruptcy petition filed by or against any business of which such person was a general partner or executive officer either at the time of the bankruptcy or within two years prior to that time; (2) any conviction in a criminal proceeding or being subject to a pending criminal proceeding (excluding traffic violations and other minor offenses); (3) being subject to any order, judgment or decree, not subsequently reversed, suspended or vacated, of any court of competent jurisdiction, permanently or temporarily enjoining, barring, suspending or otherwise limiting his or her involvement in any type of business, securities or banking activities; and (4) being found by a court of competent jurisdiction (in a civil action), the SEC or the Commodities Futures Trading Commission to have violated a federal or state securities or commodities law, and the judgment has not been reversed, suspended or vacated.

EXECUTIVE COMPENSATION

SUMMARY COMPENSATION TABLE

The following table sets forth the aggregate cash compensation paid during the fiscal years ended December 31, 2007 and 2006 to our Chief Executive Officer and our three most highly compensated executive officers other than our Chief Executive Officer. Other than as listed below, the Company had no executive officers whose total annual salary and bonus exceeded $100,000 for that fiscal year

Name and Principal Position	Year	Salary $	Bonus $	Stock Awards $	Option Awards $	Total $
David Harrell	2007	$ 144,000	$ -0-	$ -0-	$ -0-	$ 144,000
President & Chief Executive Officer	2006	$ 111,000	$ -0-	$ -0-	$ -0-	$ 111,000
James Vandeberg	2007	$ -0-	$ -0-	$ -0-	$ -0-	$ -0-
Former Chief Executive Officer of RFID Ltd.	2006	$ -0-	$ -0-	$ -0-	$ -0-	$ -0-

Director Compensation

Currently none of the directors have received compensation for their respective services rendered to the Company. The Company's by-laws, however, provide that directors may receive compensation for their services.

Employment Agreements

The Company currently has no employment agreements with its executive officers.

OUTSTANDING EQUITY AWARDS AT FISCAL YEAR-END

There were no outstanding equity awards during our fiscal year ended December 31, 2007.

Compensation of Directors

We did not compensate our directors in fees, cash or stock options for services rendered during the fiscal year ended December 31, 2007.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table sets forth the number of shares of common stock beneficially owned as of November 7, 2008 by (i) those persons or groups known to us to beneficially own more than 5% of our common stock; (ii) each director; (iii) each executive officer; and (iv) all directors and executive officers as a group. Except as indicated below, each of the stockholders listed below possesses sole voting and investment power with respect to their shares and the address of each person is c/o OptimizeRx Corp., 407 Sixth Street, Rochester, Michigan 48307.

Name of Beneficial Owner	Common Stock Beneficially Owned (1)	Percentage of Common Stock (2)
Richard J. Kraniak Roth IRA (3)	1,250,000	10.31%
Cypress Trust (4)	1,150,000	9.48%
David Harrell (5)	3,612,250	29.55%
Terrance Hamilton (6)	595,500	4.85%
Thomas Majerowicz (7)	242,750	2.00%
All officers and directors as a group (3 persons)	4,450,500	36.7%

* Less than 1%

(1) Includes stock option grants made to officers, directors, employees and/or consultants under the 2008 Company Stock Option Plan. All options listed in this table were granted under the 2008 Stock Option Plan.

(2) Applicable percentage ownership is based on 12,126,209 shares of common stock outstanding as of November 7, 2008, together with securities exercisable or convertible into shares of common stock within 60 days of November 7, 2008 for each stockholder. Shares of common stock that are currently exercisable or exercisable within 60 days of November 7, 2008 are deemed to be beneficially owned by the person holding such securities for the purpose of computing the percentage of ownership of such person, but are not treated as outstanding for the purpose of computing the percentage ownership of any other person.

(3) Richard J. Kraniak has voting and dispositive control over the shares held by Richard J. Kraniak Roth IRA, which is located at 101 West Long Lake, Bloomfield Hills, Michigan 48304.

(4) Linwood C. Meehan III has voting and dispositive control over the shares held by Cypress Trust, which is located at 13750 W. Colonial Dr., Ste. 250-317, Winter Garden, Florida 34787.

(5) Includes options to purchase 100,000 shares of common stock at a price of $1.00 per share.

(6) Includes options to purchase 150,000 shares of common stock at a price of $1.00 per share.

(7) Includes options to purchase 20,000 shares of common stock at a price of $1.00 per share.

2008 STOCK OPTION PLAN INFORMATION

On March 5, 2008, our Board of Directors adopted the 2008 Company Stock Option Plan. The purpose of this plan is to provide incentives to attract, retain and motivate eligible persons whose present and potential contributions are important to our success, by offering them an opportunity to participate in the our future performance through awards of options, the right to purchase common stock and stock bonuses. We reserved 1,490,000 shares of our Common Stock for awards to be made under the 2008 Plan. The 2008 Plan is administered by a committee of two or more members of the Board of Directors or, if no committee is appointed, then by the Board of Directors. The committee, or the Board of Directors if there is no committee, determines who is eligible to receive awards under the plan, grant awards and interpret the 2007 Plan.

STOCK GRANTS AND STOCK OPTIONS
PURSUANT TO OUR 2008 STOCK OPTION PLAN

Name	Qty	Avg Exercise Price $	Notes
Options Outstanding under 2008 Company Stock Option Plan			
David Harrell	100,000	$ 1.00	President and CEO
Terry Hamilton	150,000	$ 1.00	Sr. Vice President/Director
Vernon Hartman	50,000	$ 1.00	Vice President
Andrew Dahl	20,000	$ 1.00	Business Advisor
Jay Pinney, MD	25,000	$ 1.00	Medical Advisor
Thomas Majerowicz	20,000	$ 1.00	Director and Legal Advisor
Total Issued	365,000	$ 1.00	
Total Remaining Stock Options for future use:	625,000		
Total Remaining Stock Grants:	500,000		
Total Stock Options and Stock Grants	1,490,000		

MARKET FOR COMMON EQUITY AND RELATED STOCKHOLDER MATTERS

Market Information

There is currently no trading market for our common stock. Upon completion of this offering we intend to take the steps necessary to have our common stock included for quotation on the Over the Counter Bulletin Board.

Holders

As of November 7, 2008, there were 12,126,209 shares of common stock issued and outstanding.

As of November 7, 2008, there were approximately 357 holders of record of our common stock.

As of November 7, 2008, we had the following shares of common stock reserved for issuance:

11,590,000 shares (options, warrants, plans, etc.)

Dividend Policy

Historically, we have not paid any dividends to the holders of our common stock and we do not expect to pay any such dividends in the foreseeable future as we expect to retain our future earnings for use in the operation and expansion of our business.

TRANSACTIONS WITH RELATED PERSONS, PROMOTERS AND CERTAIN CONTROL PERSONS

The Company has personal loans from private investors to Richard Krankiak and Jillene Pinella, each consisting of $160,000, which represent the only debt of the Company.

BOARD COMMITTEES; DIRECTOR INDEPENDENCE

Currently, all actions that would otherwise be performed by standing committees of the Board, are performed by the Board, including the administration of our 2008 Company Stock Option Plan, the recent hiring of an executive officer and his compensation, the hiring of our independent public accountants and the oversight of the independent auditor relationship, the review of our significant accounting policies and our internal controls.

The Board of Directors has analyzed the independence of each director and has determined that Thomas E. Majerowicz is independent under the NASDAQ Stock Market LLC rules and has no direct or indirect material relationships with us:

In particular, the Board of Directors has determined that the aforementioned director has no relationships that would cause him or her not to be independent under the specific criteria of Section 4200(a)(15) of the NASDAQ Manual.

LEGAL MATTERS

Sichenzia Ross Friedman Ference LLP, New York, New York will issue an opinion with respect to the validity of the shares of common stock being offered hereby.

EXPERTS

Our financial statements as of December 31, 2007 and for the period January 31, 2006 (date of inception) through December 31, 2007, have been included herein in reliance upon the report of Maddox, Ungar, Silberstein PLLC, independent registered public accounting firm, appearing elsewhere herein, and upon authority of said firm as experts in accounting and auditing

WHERE YOU CAN FIND ADDITIONAL INFORMATION

We have filed with the Commission a registration statement on this Form S-1 under the Securities Act, with respect to the common stock offered by this prospectus. This prospectus, filed as part of the registration statement, does not contain all of the information set forth in the registration statement and its exhibits and schedules. For further information regarding us and the shares offered hereby, please refer to the registration statement. You may inspect a copy of the registration statement without charge at the Commission's principal offices, and you may obtain copies of all or any part of the registration statement from such office upon payment of the fees prescribed by the Commission.

We are also required to file periodic reports with the Securities and Exchange Commission, including quarterly reports, annual reports which include our audited financial statements. You may read and copy any reports, statements or other information we file at the Commission’s public reference facility maintained by the Commission at 100 F Street, N.E., Washington, D.C. 20549. You can request copies of these documents, upon payment of a duplicating fee, by writing to the Commission. Please call the Commission at 1-800-SEC-0330 for further information on the operation of the public reference room. Our SEC filings are also available to the public through the Commission Internet site at http\\www.sec.gov. These filings may be inspected and copied (at prescribed rates) at the Commission's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549.

DISCLOSURE OF COMMISSION POSITION ON INDEMNIFICATION FOR SECURITIES ACT LIABILITIES

We have a provision in our charter, by-laws, or other contracts providing for indemnification of our officers and directors. In the event that a claim for indemnification against such liabilities (other than the payment by us of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any such action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, we will, unless in the opinion of our counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling us pursuant to the foregoing provisions, or otherwise, we have been advised that in the opinion of the Commission, such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable.

OPTIMIZERx CORPORATION
OPTIMIZER SYSTEMS, LLC
(A DEVELOPMENT STAGE COMPANY)

FINANCIAL STATEMENTS

December 31, 2007 and 2006

OPTIMIZERx CORPORATION
OPTIMIZER SYSTEMS, LLC
(A DEVELOPMENT STAGE COMPANY)

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DECEMBER 31, 2007 and 2006

Maddox Ungar Silberstein, PLLC CPAs and Business Advisors

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Bingham Farms, MI 48025-4586
www.maddoxungar.com

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Boards of Directors
OptimizeRx Corporation
Rochester, Michigan

We have audited the accompanying balance sheets of OptimizeRx Corporation and Optimizer Systems, LLC, as of December 31, 2007 and Optimizer Systems, LLC as of December 31, 2006, and the related statements of operations, stockholders' equity (deficit), and cash flows for the years then ended and for the period from January 31, 2006 (inception) to December 31, 2007. These financial statements are the responsibility of the Companies management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company has determined that it is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit includes examining on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of OptimizeRx Corporation and Optimizer Systems, LLC, as of December 31, 2007 and Optimizer Systems, LLC as of December 31, 2006 and the results of their operations and cash flows for the years then ended and for the period from January 31, 2006 (inception) to December 31, 2007, in conformity with accounting principles generally accepted in the United States.

/s/ Maddox Ungar Silberstein, PLLC
Maddox Ungar Silberstein, PLLC

Bingham Farms, Michigan
November 7, 2008

OPTIMIZERx CORPORATION
OPTIMIZER SYSTEMS, LLC
(A DEVELOPMENT STAGE COMPANY)
BALANCE SHEETS
AS OF DECEMBER 31, 2007 AND 2006

	2007	2006
ASSETS		
Current Assets		
Cash and cash equivalents	$ 135,429	$ 14,643
Prepaid rent	2,000	-0-
Total Current Assets	137,429	14,643
Property and Equipment, net	5,972	735
Website Development Costs, net	151,564	34,044
TOTAL ASSETS	$ 294,965	$ 49,422
LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)		
Current Liabilities		
Accounts payable	$ 43,216	$ -0-
Accrued expenses	18,926	5,133
Notes payable – related parties	277,750	-0-
Total Current Liabilities	339,892	5,133
Long - term Debt		
Notes payable – related party	50,000	4,000
Total Long - term Debt	50,000	4,000
TOTAL LIABILITIES	389,892	9,132
STOCKHOLDERS' EQUITY (DEFICIT)		
Common stock, par $.001, 40,000,000 shares authorized, 10,300,000 shares issued and outstanding	10,300	-0-
Paid in capital	289,700	-0-
Equity (deficit) accumulated during the development stage	(394,927)	40,289
Total Stockholders' Equity (Deficit)	(94,927)	40,289
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)	$ 294,965	$ 49,422

The accompanying notes are an integral part of the financial statements.

OPTIMIZERx CORPORATION
OPTIMIZER SYSTEMS, LLC
(A DEVELOPMENT STAGE COMPANY)
STATEMENTS OF OPERATIONS
FOR THE YEARS ENDED DECEMBER 31, 2007 AND 2006
FOR THE PERIOD FROM JANUARY 31, 2006 (INCEPTION) TO DECEMBER 31, 2007

	2007	2006	Period from January 31, 2006 (inception) to December 31, 2007
Gross Revenues	$ 100,318	$ -0-	$ 100,318
Operating Expenses	456,259	184,311	640,570
Net Operating Loss	(355,941)	(184,311)	(540,252)
Other Expenses	(5,525)	-0-	(5,525)
Net Loss Before Income Taxes	(361,466)	(184,311)	(545,777)
Provision for Income Taxes	-0-	-0-	-0-
Net Loss	$ (361,466)	$ (184,311)	$ (545,777)
Weighted Average Number Of Shares Outstanding	2,071,233	-	-
Net (Loss) Per Share	$ (0.17)	-	-

The accompanying notes are an integral part of the financial statements.

OPTIMIZERx CORPORATION
OPTIMIZER SYSTEMS, LLC
(A DEVELOPMENT STAGE COMPANY)
STATEMENT OF STOCKHOLDERS' EQUITY (DEFICIT)
AS OF DECEMBER 31, 2007

	Common Stock		Additional Paid in	Equity (Deficit) accumulated during the development	
	Shares	Amount	Capital	stage	Total
Beginning Balance, January 31, 2006		$ 0	$ 0	$ 0	$ 0
Member Contributions				224,600	224,600
Net Loss for the Year Ended December 31, 2006				(184,311)	(184,311)
Balance, December 31, 2006		0	0	40,289	40,289
Member Contributions				180,000	180,000
Member Distributions				(253,750)	(253,750)
Issuance of common stock to former LLC members	10,000,000	10,000	(10,000)		0
Issuance of common stock, private offering	300,000	300	299,700		300,000
Net Loss for the Year Ended December 31, 2007				(361,466)	(361,466)
Ending Balance, December 31, 2007	10,300,000	$ 10,300	$ 289,700	$ (394,927)	$ (94,927)

The accompanying notes are an integral part of the financial statements.

OPTIMIZERx CORPORATION
OPTIMIZER SYSTEMS, LLC
(A DEVELOPMENT STAGE COMPANY)
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2007 AND 2006
FOR THE PERIOD FROM JANUARY 31, 2006 (INCEPTION) TO DECEMBER 31, 2007

	2007	2006	Period from January 31, 2006 (inception) to December 31, 2007
Cash Flows from Operating Activities:			
Net Loss	$ (361,466)	$ (184,311)	$ (545,777)
Adjustments to Reconcile Net Loss to Net Cash Used in Operating Activities:			
Depreciation and amortization expense	2,824	39	2,863
Changes in Assets and Liabilities			
(Increase) in prepaid rent	(2,000)	-0-	(2,000)
Increase in accounts payable	43,216	-0-	43,216
Increase in accrued expenses	13,793	5,133	18,926
Net Cash Used in Operating Activities	(303,633)	(179,139)	(482,772)
Cash Flows from Investing Activities:			
Acquisitions of property and equipment	(5,493)	(774)	(6,267)
Website site development costs	(120,088)	(34,044)	(154,132)
Net Cash Used in Investing Activities	(125,581)	(34,818)	(160,399)
Cash Flows from Financing Activities:			
Proceeds from issuance of notes payable	70,000	4,000	74,000
Member contributions	180,000	224,600	404,600
Sale of common stock	300,000	-0-	300,000
Net Cash Provided by Financing Activities	550,000	228,600	778,600
Net Increase in Cash and Cash Equivalents	120,786	14,643	135,429
Cash and Cash Equivalents – Beginning	14,643	-0-	-0-
Cash and Cash Equivalents – Ending	$ 135,429	$ 14,643	$ 135,429
Supplemental Cash Flow Information:			
Cash Paid for Interest	$ 4,453	$ -0-	$ 4,453
Cash Paid for Income Taxes	$ -0-	$ -0-	$ -0-
Supplemental Disclosure of Noncash Investing and Financing Activities:			
Distributions paid through issuance of notes payable-related party	$ 253,750	$ -0-	$ 253,750

The accompanying notes are an integral part of the financial statements.

OPTIMIZERx CORPORATION
OPTIMIZER SYSTEMS, LLC
(A DEVELOPMENT STAGE COMPANY)
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2007

Note 1: Nature of Operations

Optimizer Systems, LLC was formed in the State of Michigan on January 31, 2006. It then became a corporation in the state of Michigan on October 22, 2007 and changed our name to OptimizeRx Corporation on October 22, 2007. On April 14, 2008, RFID Ltd. consummated a reverse merger by entering into a share exchange agreement with the stockholders of OptimizeRx Corporation, pursuant to which the stockholders of OptimizeRx Corporation exchanged all of the issued and outstanding capital stock of OptimizeRx Corporation for 1,256,958 shares of common stock of RFID Ltd., representing 100% of the outstanding capital stock of RFID Ltd. As of April 30, 2008, RFID's officers and directors resigned their positions and RFID changed its business to OptimizeRx's business. As a result, the historical discussion and financial statements included in this Form S-1 are those of OptimizeRx Corporation. On April 15, 2008, RFID Ltd's corporate name was changed to OptimizeRx Corporation. On September 4, 2008, we then completed a migratory merger, thereby changing our state of incorporation from Colorado to Nevada, resulting in the current corporate structure in which we, OptimizeRx Corporation, a Nevada corporation is the parent corporation, and OptimizeRx Corporation, a Michigan Corporation is our wholly-owned subsidiary.

We, through our wholly-owned subsidiary, OptimizeRx Corporation, a Michigan corporation, are a development-stage website publisher and marketing company that creates, promotes and fulfills custom marketing and advertising programs. We help patients better afford and manage their rising healthcare costs. In addition, we also provide unique advertising programs to pharmaceutical and healthcare industries. Through our websites, we provide the following services: (i) through our website, we provide patients to centrally review and participate in prescription and healthcare savings/support programs; (ii) through OFFERx, we provide a platform to allow manufacturers to create, promote and fulfill new patient offer programs in over 64,000 pharmacies; and (iii) through ADHERxE, we provide a platform that allows manufacturers to engage and monitor patients each month in exchange for activation of their monthly co-pay coupons.

Note 2: Significant Accounting Policies

This summary of significant accounting policies of the Company is presented to assist in understanding the company's financial statements. The financial statements and notes are representations of the company's management, who is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles and have been consistently applied to the preparation of the financial statements.

Basis of Accounting
The financial statements have been prepared on the accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America. Revenues are recognized as income when earned and expenses are recognized when they are incurred.

Cash and Cash Equivalents
The Company consider cash on hand, cash in banks, as cash and cash equivalents.

Note 2: Significant Accounting Policies (continued)

Fair Value of Financial Instruments
The fair value of cash, accounts receivable and accounts payable approximates the carrying amount of these financial instruments due to their short-term nature. The fair value of long-term debt, which approximates its carrying value, is based on current rates at which we could borrow funds with similar remaining maturities.

Property and Equipment
The capital assets have been capitalized and are being depreciated over their estimated useful lives using straight line methods of depreciation for book purposes. As of October 18, 2007, the Company acquired the majority of its capital assets at the lower market cost from the LLC.

Research and Development
All of our key members are part of our continual research development team and monitor new technologies, trends, services and partnerships that can provide us with additional services, value to healthcare and pharmaceutical industries and to the patients we serve.

We are currently in launch phase with ADHERxE to allow pharmaceutical and healthcare manufacturers unique way to engage and monitor patients each month in exchange for activation of their next savings offer.

We seek to educate our team through understanding of all market dynamics that have the potential to affect our business both short term and longer term. Our primary goal is to help patients better afford and access the medicines their doctor prescribes, as well as other healthcare products and services they need. Based on this, we continually seek better ways to meet this mission through technology, better user experience and new ways we can engage industries to provide new support program to patients needing their products. Like any company, we are seeking new services and solutions to offer. However, our three current platforms provide robust opportunities and growth during the next five years.

Revenue Recognition
Substantially all revenue is recognized when it is earned. All Revenues are generated through our Website activities. Our processes are monitored by outside third parties who collect revenues from our client on a per activity basis and report and forward the revenue to our account.

Management Estimates
The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Estimates and assumptions have been made in determining the depreciable lives of such assets, the allowance for doubtful accounts receivable. Actual results could differ from those estimates.

Recently Issued Accounting Guidance
The Company does not expect the adoption of recently issued accounting pronouncements to have a significant impact on the Company’s results of operation, financial position or cash flow.

Note 2: Significant Accounting Policies (continued)

Concentration of credit risks

The Company maintains its cash in bank deposit accounts, which, at times, may exceed federally insured limits. The Company has not experienced any losses in such accounts; however, amounts in excess of the federally insured limit may be at risk if the bank experiences financial difficulties.

Note 3: Property and Equipment

The Company and the LLC owned equipment recorded at cost which consisted of the following at December 31:

	2007	2006
Computer Equipment	$ 1,974	$ 774
Furniture & Fixtures	4,293	0
Subtotal	6,267	774
Accumulated Depreciation	(295)	(39)
Property and Equipment, Net	$ 5,972	$ 735

Depreciation expense was $256 and $39 for the years ended December 31, 2007 and 2006, respectively.

Note 4: Website Development Costs

The Company has capitalized costs in developing their website which consisted of the following at December 31:

	2007	2006
Web site costs	$ 154,133	$ 34,044
Accumulated Amortization	(2,569)	0
Web site development costs, Net	$ 151,564	$ 34,044

The Company began amortizing the website costs, using the straight-line method over the estimated useful life of 5 years, once it was put into service in December of 2007.

Amortization expense was $2,569 and $0 for the years ended December 31, 2007 and 2006, respectively.

Note 5: Accrued Expenses

Accrued expenses consisted of the following at December 31:

	2007	2006
Accrued interest	$ 1,072	$ 0
Accrued expenses	10,354	1,383
Accrued audit fees	7,500	3,750
Accrued Expenses	$ 18,926	$ 5,133

Note 6: Notes Payable – Related Party

Long-term debt consists of the following at December 31, 2007 and 2006:

	2007	2006
Note Payable – Dante Panetta	$ 50,000	$ 0
Note Payable – David Harrell	24,000	4,000
Note Payable – LLC members	253,750	0
Long-Term Debt	$ 327,750	$ 4,000

The note payable to David Harrell was paid off during the year ended December 31, 2007. The note was due on demand and bore 9% interest.

The note payable to Dante Panetta is non-interest bearing and is due within 5 days of the Company raising $1,000,000 of additional capital.

The note payable to the LLC members was created in a dilution agreement on October 18, 2007 and is non-interest bearing. The entire loan was paid off in the 1st quarter of 2008.

Note 7: Commitments and Contingencies

The company leases its offices for $2,500 a month and has signed a lease through May 31, 2009.

December 31, 2008	$ 30,000
December 31, 2009	12,500
Total Lease Obligation	$ 42,500

Note 8: Dividend Distribution

The Company recorded a one-time, non-cash deemed dividend on October 18, 2007 of $33,461. This dividend resulted due to the continuous efforts of acquiring all the assets from the LLC. Through this dividend, the Company acquired all assets and liabilities of the LLC.

Note 9: Capital Stock

The Company has 40,000,000 shares of $.001 par value common stock authorized as of December 31, 2007. There were 10,300,000 common shares issued and outstanding at December 31, 2007.

Note 10: Related Party Transactions

The company has engaged an officer of the company for management services under a contract that paid him $114,500 and $101,900 in 2007 and 2006, respectively.

Upon the transfer of the assets and liabilities from the LLC to the corporation, the LLC members were issued promissory notes totaling $253,750 under a dilution agreement for a portion of their interests in Optimizer Systems, LLC.

The company has a $50,000 note payable to a shareholder (see note 5) that will be repaid only if $1,000,000 of additional capital is raised. In addition there is a $24,000 note to an officer of the company (see note 5).

Note 11: Income Taxes

For the periods ended December 31, 2007, the Company has incurred a net loss of approximately 200,000 and therefore has no tax liability. The company began operations in 2007 and therefore it has no previous net operating loss carry-forwards. The 2007 loss will be carried forward and can be used through the year 2027 to offset future taxable income. In the future the cumulative net operating loss carry-forward for income tax purposes may differ from the cumulative financial statement loss due to timing differences between book and tax reporting.

The cumulative tax effect at the expected rate of 34% of significant items comprising our net deferred tax amount is as follows:

	2007
Deferred tax asset attributable to:	
Net operating loss carryover	$ 68,000
Valuation allowance	(68,000)
Net deferred tax asset	$ -

Note 12: Other Expenses

Other expenses consisted of the following for the years ended December 31, 2007 and 2006:

	2007	2006
Interest expense	$ (5,525)	$ 0
Total Other Expenses	$ (5,525)	$ 0

Note 13: Subsequent Events

On September 8, 2008, we entered into a private placement pursuant to which we sold various securities in consideration of an aggregate purchase price of $3,500,000. In connection with this private placement, we issued the following securities:

* 35 shares of Series A Preferred Stock; and
* Series A Common Stock Purchase Warrants to purchase 6,000,000 shares of common stock at $2.00 per share for a period of five years.

OPTIMIZERx CORPORATION
OPTIMIZER SYSTEMS, LLC
(A DEVELOPMENT STAGE COMPANY)
(UNAUDITED)

FINANCIAL STATEMENTS

JUNE 30, 2008

OPTIMIZERx CORPORATION
OPTIMIZER SYSTEMS, LLC
(A DEVELOPMENT STAGE COMPANY)
(UNAUDITED)

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JUNE 30, 2008

OPTIMIZERx CORPORATION
OPTIMIZER SYSTEMS, LLC
(A DEVELOPMENT STAGE COMPANY)
BALANCE SHEET (UNAUDITED)
AS OF JUNE 30, 2008

ASSETS	
Current Assets	
Cash and cash equivalents	$ 141,683
Total Current Assets	141,683
Property and Equipment, net	7,837
Website Development Costs, net	160,337
TOTAL ASSETS	$ 309,857
LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)	
Current Liabilities	
Accounts payable	$ 65,027
Accrued expenses	7,573
Notes payable – related parties	270,000
Total Current Liabilities	342,600
Long - term Debt	
Notes payable – related party	50,000
Total Long - term Debt	50,000
TOTAL LIABILITIES	392,600
STOCKHOLDERS' EQUITY (DEFICIT)	
Common stock, par $.001, 40,000,000 shares authorized, 10,300,000 shares issued and outstanding	14,600
Paid in capital	715,400
Equity (deficit) accumulated during the development stage	(812,743)
Total Stockholders' Equity (Deficit)	(82,743)
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)	$ 309,857

The accompanying notes are an integral part of the financial statements.

OPTIMIZERx CORPORATION
OPTIMIZER SYSTEMS, LLC
(A DEVELOPMENT STAGE COMPANY)
STATEMENTS OF OPERATIONS (UNAUDITED)
FOR THE SIX MONTHS ENDED JUNE 30, 2008
FOR THE PERIOD FROM JANUARY 31, 2006 (INCEPTION) TO JUNE 30, 2008

	Six Months Ended June 30, 2008	Period from January 31, 2006 (inception) to June 30, 2008
Gross Revenues	$ 67,221	$ 167,539
Operating Expenses	485,037	1,125,606
Net Operating Loss	(417,816)	(958,067)
Other Expenses	0	(5,525)
Net Loss Before Income Taxes	(417,816)	(963,592)
Provision for Income Taxes	-0-	-0-
Net Loss	$ (417,816)	$ (963,592)
Weighted Average Number Of Shares Outstanding	5,243,521	-
Net (Loss) Per Share	$ (0.08)	-

The accompanying notes are an integral part of the financial statements.

OPTIMIZERx CORPORATION
OPTIMIZER SYSTEMS, LLC
(A DEVELOPMENT STAGE COMPANY)
STATEMENT OF STOCKHOLDERS' EQUITY (DEFICIT) (UNAUDITED)
AS OF JUNE 30, 2008

	Common Stock		Additional Paid in	Equity (Deficit) accumulated during the development	
	Shares	Amount	Capital	stage	Total
Balance, January 1, 2007		0	0	40,289	40,289
Member Contributions				180,000	180,000
Member Distributions				(253,750)	(253,750)
Issuance of common stock to former LLC members	10,000,000	10,000	(10,000)		0
Issuance of common stock, private offering	300,000	300	299,700		300,000
Net Loss, December 31, 2007				(361,466)	(361,466)
Ending Balance, December 31, 2007	10,300,000	$ 10,300	$ 289,700	(394,927)	(94,927)
Issuance of common stock, private offering	430,000	4,300	425,700		430,000
Net Loss for the six months ended June 30, 2008				(417,816)	(417,816)
Ending Balance, June 30, 2008	10,730,000	$ 14,600	$ 715,400	$ (812,743)	$ (82,743)

The accompanying notes are an integral part of the financial statements.

OPTIMIZERx CORPORATION
OPTIMIZER SYSTEMS, LLC
(A DEVELOPMENT STAGE COMPANY)
STATEMENTS OF CASH FLOWS (UNAUDITED)
FOR THE SIX MONTHS ENDED JUNE 30, 2008
FOR THE PERIOD FROM JANUARY 31, 2006 (INCEPTION) TO JUNE 30, 2008

	Six Months Ended June 30, 2008	Period from January 31, 2006 (inception) to June 30, 2008
Cash Flows from Operating Activities:		
Net Loss for the period	$ (417,816)	$ (963,592)
Adjustments to Reconcile Net Loss to Net Cash Used in Operating Activities:		
Depreciation and amortization expense	18,529	21,393
Changes in Assets and Liabilities		
Decrease in prepaid rent	2,000	0
Increase in accounts payable	21,811	65,027
Increase (Decrease) in accrued expenses	(11,354)	7,572
Net Cash Used in Operating Activities	(386,830)	(869,600)
Cash Flows from Investing Activities:		
Acquisitions of property and equipment	(2,293)	(8,559)
Website site development costs	(26,873)	(181,008)
Net Cash Used in Investing Activities	(29,166)	(189,567)
Cash Flows from Financing Activities:		
Proceeds from issuance of notes payable	270,000	344,000
Payments on notes payable	(277,750)	(277,750)
Member contributions	0	404,600
Sale of common stock	430,000	730,000
Net Cash Provided by Financing Activities	422,250	1,200,850
Net Increase in Cash and Cash Equivalents	6,254	141,683
Cash and Cash Equivalents – Beginning	135,429	-0-
Cash and Cash Equivalents – Ending	$ 141,683	$ 141,683
Supplemental Cash Flow Information:		
Cash Paid for Interest	$ 1,000	$ 5,453
Cash Paid for Income Taxes	$ -0-	$ -0-
Supplemental Disclosure of Noncash Investing and Financing Activities:		
Distributions paid through issuance of notes payable-related party	$ -0-	$ 253,750

The accompanying notes are an integral part of the financial statements.

OPTIMIZERx CORPORATION
OPTIMIZER SYSTEMS, LLC
(A DEVELOPMENT STAGE COMPANY)
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2008

Note 1: Nature of Operations

Optimizer Systems, LLC was formed in the State of Michigan on January 31, 2006. It then became a corporation in the state of Michigan on October 22, 2007 and changed our name to OptimizeRx Corporation on October 22, 2007. On April 14, 2008, RFID Ltd. consummated a reverse merger by entering into a share exchange agreement with the stockholders of OptimizeRx Corporation, pursuant to which the stockholders of OptimizeRx Corporation exchanged all of the issued and outstanding capital stock of OptimizeRx Corporation for 1,256,958 shares of common stock of RFID Ltd., representing 100% of the outstanding capital stock of RFID Ltd. As of April 30, 2008, RFID's officers and directors resigned their positions and RFID changed its business to OptimizeRx's business. As a result, the historical discussion and financial statements included in this Form S-1 are those of OptimizeRx Corporation. On April 15, 2008, RFID Ltd's corporate name was changed to OptimizeRx Corporation. On September 4, 2008, we then completed a migratory merger, thereby changing our state of incorporation from Colorado to Nevada, resulting in the current corporate structure in which we, OptimizeRx Corporation, a Nevada corporation is the parent corporation, and OptimizeRx Corporation, a Michigan Corporation is our wholly-owned subsidiary.

We, through our wholly-owned subsidiary, OptimizeRx Corporation, a Michigan corporation, are a development-stage website publisher and marketing company that creates, promotes and fulfills custom marketing and advertising programs. We help patients better afford and manage their rising healthcare costs. In addition, we also provide unique advertising programs to pharmaceutical and healthcare industries. Through our websites, we provide the following services: (i) through our website, we provide patients to centrally review and participate in prescription and healthcare savings/support programs; (ii) through OFFERx, we provide a platform to allow manufacturers to create, promote and fulfill new patient offer programs in over 64,000 pharmacies; and (iii) through ADHERxE, we provide a platform that allows manufacturers to engage and monitor patients each month in exchange for activation of their monthly co-pay coupons.

Note 2: Significant Accounting Policies

This summary of significant accounting policies of the Company is presented to assist in understanding the company's financial statements. The financial statements and notes are representations of the company's management, who is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles and have been consistently applied to the preparation of the financial statements.

Basis of Accounting
The financial statements have been prepared on the accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America. Revenues are recognized as income when earned and expenses are recognized when they are incurred.

Cash and Cash Equivalents
The Company considers cash on hand, cash in banks, as cash and cash equivalents.

Note 2: Significant Accounting Policies (continued)

Fair Value of Financial Instruments
The fair value of cash, accounts receivable and accounts payable approximates the carrying amount of these financial instruments due to their short-term nature. The fair value of long-term debt, which approximates its carrying value, is based on current rates at which we could borrow funds with similar remaining maturities.

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Research and Development
All of our key members are part of our continual research development team and monitor new technologies, trends, services and partnerships that can provide us with additional services, value to healthcare and pharmaceutical industries and to the patients we serve.

We are currently in launch phase with ADHERxE to allow pharmaceutical and healthcare manufacturers unique way to engage and monitor patients each month in exchange for activation of their next savings offer.

We seek to educate our team through understanding of all market dynamics that have the potential to affect our business both short term and longer term. Our primary goal is to help patients better afford and access the medicines their doctor prescribes, as well as other healthcare products and services they need. Based on this, we continually seek better ways to meet this mission through technology, better user experience and new ways we can engage industries to provide new support program to patients needing their products.

Like any company, we are seeking new services and solutions to offer. However, our three current platforms provide robust opportunities and growth during the next five years.

Revenue Recognition
Substantially all revenue is recognized when it is earned. All Revenues are generated through our Website activities. Our processes are monitored by outside third parties who collect revenues from our client on a per activity basis and report and forward the revenue to our account.

Management Estimates
The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Estimates and assumptions have been made in determining the depreciable lives of such assets, the allowance for doubtful accounts receivable. Actual results could differ from those estimates.

Recently Issued Accounting Guidance
The Company does not expect the adoption of recently issued accounting pronouncements to have a significant impact on the Company’s results of operation, financial position or cash flow.

Note 2: Significant Accounting Policies (continued)

Concentration of credit risks

The Company maintains its cash in bank deposit accounts, which, at times, may exceed federally insured limits. The Company has not experienced any losses in such accounts; however, amounts in excess of the federally insured limit may be at risk if the bank experiences financial difficulties.

Note 3: Property and Equipment

The Company owned equipment recorded at cost which consisted of the following at June 30, 2008:

Computer Equipment	$	4,267
Furniture & Fixtures		4,293
Subtotal		8,560
Accumulated Depreciation		(723)
Property and Equipment, Net	$	7,837

Depreciation expense was $428 for the period ended June 30, 2008.

Note 4: Website Development Costs

The Company has capitalized costs in developing their website which consisted of the following at June 30, 2008:

Web site costs	$	181,008
Accumulated Amortization		(20,671)
Web site development costs, Net	$	160,337

The Company began amortizing the website costs, using the straight-line method over the estimated useful life of 5 years, once it was put into service in December of 2007.

Amortization expense was $18,101 for the period ended June 30, 2008.

Note 5: Accrued Expenses

Accrued expenses consisted of the following at June 30, 2008:

Accrued interest	$ 72
Accrued audit fees	7,500
Accrued Expenses	$ 7,572

Note 6: Notes Payable – Related Party

Long-term debt consists of the following at June 30, 2008:

Note Payable – Dante Panetta	$ 270,000
Note Payable – Rick Kraniak	50,000
Less Current Portion	270,000
Long-Term Debt	$ (50,000)

The note payable to Dante Panetta is non-interest bearing and is due within 5 days of the Company raising $1,000,000 of additional capital.

The note payable to the LLC members was created in a dilution agreement on October 18, 2007 and was non-interest bearing. The balance of the loan was paid off on May 11, 2008.

Note 7: Commitments and Contingencies

The company leases its offices for $2,500 a month and has signed a lease through May 31, 2009.

June 30, 2009	$ 27,500
June 30, 2010	0
Total Lease Obligation	$ 27,500

Note 8: Dividend Distribution

The Company recorded a one-time, non-cash deemed dividend on October 18, 2007 of $33,461. This dividend resulted due to the continuous efforts of acquiring all the assets from the LLC. Through this dividend, the Company acquired all assets and liabilities of the LLC.

Note 9: Capital Stock

The Company has 40,000,000 shares of $.001 par value common stock authorized as of December 31, 2007. There were 10,300,000 common shares issued and outstanding at December 31, 2007.

An additional 430,000 shares of common stock were sold during the period ended June 30, 2008. At June 30, 2008, there were 10,730,000 common shares issued and outstanding.

Note 10: Related Party Transactions

The company has engaged an officer of the company for management services under a contract that paid him $72,000 for the six months ended June 30, 2008.

The company has a $320,000 note payable to shareholders (see note 5) that will be repaid only if $1,000,000 of additional capital is raised.

Note 11: Income Taxes

For the period ended June 30, 2008, the Company has incurred a net loss of approximately $417,000 and therefore has no tax liability. The company began operations in 2007 had approximately $200,000 of loss carry-forwards. The 2008 loss will be carried forward and can be used through the year 2028 to offset future taxable income. In the future the cumulative net operating loss carry-forward for income tax purposes may differ from the cumulative financial statement loss due to timing differences between book and tax reporting.

The cumulative tax effect at the expected rate of 34% of significant items comprising our net deferred tax amount is as follows:

Deferred tax asset attributable to:		
Net operating loss carryover	$	209,780
Valuation allowance		(209,780)
Net deferred tax asset	$	-

Note 13: Subsequent Events

On September 8, 2008, we entered into a private placement pursuant to which we sold various securities in consideration of an aggregate purchase price of $3,500,000. In connection with this private placement, we issued the following securities:

* 35 shares of Series A Preferred Stock; and
* Series A Common Stock Purchase Warrants to purchase 6,000,000 shares of common stock at $2.00 per share for a period of five years.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution

The following table sets forth the estimated costs and expenses to be incurred in connection with the issuance and distribution of the securities registered under this registration statement. All amounts are estimates except the Commission registration fee. The following expenses will be borne solely by us.

Commission registration fee	$	262.92
Legal fees and expenses	$	65,000.00
Accounting fees and expenses	$	15,000.00
Miscellaneous expenses	$	5,000.00
Total	$	80,262.92

We have agreed to bear expenses incurred by the selling stockholders that relate to the registration of the shares of common stock being offered and sold by the selling stockholders.

Item 14. Indemnification of Directors and Officers

Our articles of incorporation provide that no director or officer shall be personally liable for damages for breach of fiduciary duty for any act or omission unless such acts or omissions involve intentional misconduct, fraud, knowing violation of law, or payment of dividends in violation of Section 78.300 of the Nevada Revised Statutes.

Our bylaws provide that we shall indemnify any and all of our present or former directors and officers, or any person who may have served at our request as director or officer of another corporation in which we own stock or of which we are a creditor, for expenses actually and necessarily incurred in connection with the defense of any action, except where such officer or director is adjudged to be liable for negligence or misconduct in performance of duty. To the extent that a director has been successful in defense of any proceeding, the Nevada Revised Statutes provide that he shall be indemnified against reasonable expenses incurred in connection therewith.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Company pursuant to the foregoing provisions, or otherwise, the Company has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy and is, therefore, unenforceable.

Item 15. Recent Sales of Unregistered Securities

Beginning October 2007 and ending September 2008 , we sold an aggregate of 875,000 shares of our common stock in a private placement to multiple accredited investors at a price of $1.00 per share for an aggregate purchase price of $875,000.

On April 14, 2008, as RFID, Ltd., we entered into a Share Exchange Agreement with OptimizeRx Corporation, a Michigan corporation and the shareholders of OptimizeRx Corporation, pursuant to which we acquired all of the outstanding stock of OptimizeRx Corporation. As consideration for the acquisition of OptimizeRx Corporation, we agreed to issue 10,664,000 shares of our common stock to the OptimizeRx Corporation shareholders.

On September 8, 2008, we sold 35 shares Series A Preferred Stock for $3,500,000 to an accredited investor in a private placement exempt from registration under Rule 506 of Regulation D of the Securities Act. The Series A Preferred Stock is convertible into an aggregate of 3,500,000 shares of our common stock. Holders of the Series A Preferred Stock are entitled to receive dividends at the rate per share of 10% per annum of the stated value, payable semi-annually, either in cash or in shares of registered common stock, at a ten percent (10%) discount to the market price. Purchasers of the Series A Preferred Stock were also issued seven-year Series A warrants to purchase 6,000,000 shares of our common stock at an exercise price of $2.00 per share. We paid finders' fees of $350,000 and issued to finders seven-year warrants to purchase 600,000 shares of our common stock at the exercise price of $2.00 per share and seven-year warrants to purchase 350,000 shares of our common stock at the exercise price of $1.00 per share. The offerings and sales were made to a limited number of persons, of whom were accredited investors and transfer was restricted by OptimizeRx in accordance with the requirement of the Securities Act of 1933.

* These issuances were deemed to be exempt under rule 506 of Regulation D and Section 4(2) of the Securities Act of 1933, as amended, since, among other things, the transactions did not involve a public offering, the investors were accredited investors and / or qualified institutional buyers, the investors had access to information about the Company and their investment, the investors took the securities for investment and not resale, and the Company took appropriate measures to restrict the transfer of the securities.

Item 16. Exhibits and Financial Statement Schedules.

3.1	Articles of Incorporation of OptimizeRx Corporation (the “Company”).
3.2	Amended and Restated Bylaws of the Company.
4.1	Certificate of Designation, filed on September 5, 2008, with the Secretary of State of the State of Nevada by the Company.
5.1	Opinion of Sichenzia Ross Friedman Ference LLP.
10.1	Agreement Concerning the Exchange of Securities, dated on April 14, 2008 by and among RFID, Ltd., OptimizeRx Corporation and the Security Holders of OptimizeRx Corporation.
10.2	Securities Purchase Agreement, dated September 8, 2008, by and between the Company and Vicis Capital Master Fund (“Vicis”).
10.3	Form of Series A Warrant.
10.4	Registration Rights Agreement, dated September 8, 2008, by and between the Company and Vicis.
10.5	Security Agreement, dated September 8, 2008, by and between the Company and Vicis.
10.6	Guaranty Agreement, dated September 8, 2008, by and between the Company and Vicis.
10.7	Guarantor Security Agreement, dated September 8, 2008, by and between the Company and Vicis.
10.8	Form of Partnership Agreement between the Company and Dendrite International, Inc. d/b/a/ Cegedim Dendrite, as entered into on June 24, 2008.
10.9	Letter of Intent between the Company and Sudler & Hennessy, dated September 30, 2008.
21.1	List of Subsidiaries
23.1	Consent of Auditors (as filed herein).
23.2	Consent of Sichenzia Ross Friedman Ference LLP (contained in Exhibit 5.1).
99.1	Form of Common Stock Certificate.

Item 17. Undertakings

The undersigned Company hereby undertakes to:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Securities and Exchange Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement, and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes:

That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities:

The undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant, OptimizeRx Corporation, certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-1 and has duly caused this Registration Statement on Form S-1 to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Rochester, State of Michigan, on the 12th day of November, 2008.

OPTIMIZERX CORPORATION

By: /s/ *David A. Harrell*
David A. Harrell.
Chief Executive Officer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints David A. Harrell as his true and lawful attorneys in fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any or all amendments (including post effective amendments) to the Registration Statement, and to sign any registration statement for the same offering covered by this Registration Statement that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and all post effective amendments thereto, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-1 has been signed below by the following persons in the capacities and on the dates indicated:

Signature	Title	Date
/s/ *David A. Harrell* David A. Harrell	Chief Executive Officer and Director (Principal executive officer)	November 12, 2008
/s/ *Terence J. Hamilton* Terence J. Hamilton	Director	November 12, 2008
/s/ *Thomas E. Majerowicz* Thomas E. Majerowicz	Director	November 12, 2008

EXHIBIT 3.1

ROSS MILLER
Secretary of State
206 North Carson Street
Carson City, Nevada 89701-4299
(775) 684 5708
Website: www.nvsos.gov

Filed in the office of	Document Number
Ross Miller Secretary of State State of Nevada	20080591064-55
	Filing Date and Time 09/04/2008 8:00 AM
	Entity Number E0559322008-4

Articles of Incorporation
(PURSUANT TO NRS CHAPTER 78)

USE BLACK INK ONLY - DO NOT HIGHLIGHT — ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Corporation: OptimizeRx Corporation

2. Registered Agent for Service of Process: (check only one box)
[X] Commercial Registered Agent: The Corporation Trust Company of Nevada (Name)
[ ] Noncommercial Registered Agent (name and address below) OR [ ] Office or Position with Entity (name and address below)
Name of Noncommercial Registered Agent OR Name of Title of Office or Other Position with Entity
6100 Neil Road, Suite 500 (Street Address) | Reno (City) | Nevada | 89511 (Zip Code)
(Mailing Address (if different from street address)) | (City) | Nevada | (Zip Code)

3. Authorized Stock: (number of shares corporation is authorized to issue)
Number of shares *with par value:* 510,000,000 — Par value per share: $ 0.001 — Number of shares *without par value:* None

4. Names and Addresses of the Board of Directors/Trustees: (each Director/Trustee must be a natural person at least 18 years of age; attach additional page if more than two directors/trustees)
1) David A. Harrell (Name)
407 Sixth Street (Street Address) | Rochester (City) | MI (State) | 48307 (Zip Code)
2) See Addendum (Name)
(Street Address) | (City) | (State) | (Zip Code)

5. Purpose: (optional; see instructions)
The purpose of the corporation shall be:
Any lawful purpose permitted under the laws of Nevada

6. Name, Address and Signature of Incorporator: (attach additional page if more than one incorporator)
Arthur Y. Lee (Name) — X [signature] (Incorporator Signature)
61 Broadway (Address) | New York (City) | NY (State) | 10006 (Zip Code)

7. Certificate of Acceptance of Appointment of Registered Agent:
I hereby accept appointment as Registered Agent for the above named Entity.
X [signature] (Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity) — 9/3/08 (Date)

Juan Grajeda
Assistant Secretary

This form must be accompanied by appropriate fees.

Nevada Secretary of State NRS 78 Articles
Revised on 7-1-08

Addendum to the Articles of Incorporation

Of

OptimizeRx Corporation

Item 3:

(a) The total number of shares of capital stock with the Corporation is authorized to issue is five hundred ten million (510,000,000) shares, of which:

(i) ten million (10,000,000) shares shall be designated as Preferred Stock, par value of $0.001 per share;

(ii) five hundred million (500,000,000) shares shall be designated as Common Stock, par value of $0.001 per share; and

(b) The Board of Directors is expressly authorized at any time, and from time to time, to provide for the issuance of shares of Preferred Stock in one or more series, with such voting power, full or limited, or without voting powers and with such designations, preferences and relative, participating, optional or other special rights, qualifications, limitations or restrictions thereof, as shall be stated and expressed in the resolution or resolutions providing for the issue thereof adopted by the Board of Directors and as are not stated and expressed in this Articles of Incorporation, or any amendment thereto, including (but without limiting the generality of the foregoing) the following:

(i) the designation of such series;

(ii) the dividend rate of such series, the conditions and dates upon which such dividends shall be payable, the preference or relation which such dividends shall bear to the dividends payable on any other class or classes or any other series of capital stock, whether such dividends shall be cumulative or non-cumulative, and whether such dividends may be paid in shares of any class or series of capital stock or other securities of the Corporation;

(iii) whether the shares of such series shall be subject to redemption by the Corporation, and, if made subject to such redemption, the times, prices and other terms and conditions of such redemption;

(iv) the terms and amount of any sinking fund provided for the purchase or redemption of the shares of such series;

(v) whether or not the shares of such series shall be convertible into or exchangeable for shares of any other class or classes or series of capital stock or other securities of the Corporation, and, if provision be made for conversion or exchange, the times, prices, rates, adjustment and other terms and conditions of such conversion or exchange;

(vi) the extent, if any, to which the holders of the shares of such series shall be entitled to vote, as a class or otherwise with respect to the election of directors or otherwise, and the number of votes to which the holder of each share of such series shall be entitled;

(vii) the restrictions, if any, on the issue or reissue of any additional shares or series of Preferred Stock; and

(viii) the rights of the holders of the shares of such series upon dissolution of, or upon the distribution of assets of, the Corporation.

Item 4:

Board Members:

- David A. Harrell
- Terence J. Hamilton
- Thomas B. Majerowicz

Each of the aforementioned board members have their addresses located at:

407 Sixth Street, Rochester, MI 48307

SECRETARY OF STATE

STATE OF NEVADA

CORPORATE CHARTER

I, ROSS MILLER, the duly elected and qualified Nevada Secretary of State, do hereby certify that **OPTIMIZERX CORPORATION**, did on September 4, 2008, file in this office the original Articles of Incorporation; that said Articles of Incorporation are now on file and of record in the office of the Secretary of State of the State of Nevada, and further, that said Articles contain all the provisions required by the law of said State of Nevada.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on September 4, 2008.

ROSS MILLER
Secretary of State

By

Certification Clerk

(PROFIT) INITIAL LIST OF OFFICERS, DIRECTORS AND REGISTERED AGENT OF

FILE NUMBER

E0559322008-4

OPTIMIZERX CORPORATION

(Name of Corporation)

FOR THE FILING PERIOD OF SEP, 2008 TO SEP, 2009. Due by Oct 31, 2008

The corporation's duly appointed registered agent in the State of Nevada upon whom process can be served is:

THE CORPORATION TRUST COMPANY OF NEVADA

6100 NEIL ROAD SUITE 500

RENO NV 89511

☐ CHECK BOX IF YOU REQUIRE A FORM TO UPDATE YOUR REGISTERED AGENT INFORMATION

Important: Read instructions before completing and returning this form.

THE ABOVE SPACE IS FOR OFFICE USE ONLY

1. Print or type names and addresses either residence or business, for all officers and directors. A **President, Secretary, Treasurer, or equivalent of and all Directors** must be named. Have an **officer** sign the form. *FORM WILL BE RETURNED IF UNSIGNED*
2. If there are additional directors attach a list of them to this form.
3. Return the completed form with the $125.00 filing fee, if no capitalization. A $75.00 penalty must be added for failure to file this form by the last day of the first month following the incorporation/initial registration with this office.
4. Make your check payable to the **Secretary of State**. Your cancelled check will constitute a certificate to transact business per NRS 78.155. To receive a certified copy, enclose an additional $30.00 and appropriate instructions.
5. Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, NV 897014201, (775) 684-5708.
6. Form must be in the possession of the Secretary of State on or before the first month following the incorporation/initial registration date. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties.

FILING FEE: $125.00 LATE PENALTY: $75.00

CHECK ONLY IF APPLICABLE

☐ This corporation is a publicly traded corporation. The Central Index Key number is:

☐ This publicly traded corporation is not required to have a Central Index Key number.

NAME	TITLE(S) PRESIDENT (OR EQUIVALENT OF)		
ADDRESS	CITY	St	Zip
NAME	TITLE(S) SECRETARY (OR EQUIVALENT OF)		
ADDRESS	CITY	St	Zip
NAME	TITLE(S) TREASURER (OR EQUIVALENT OF)		
ADDRESS	CITY	St	Zip
NAME	TITLE(S) DIRECTOR		
ADDRESS	CITY	St	Zip

I declare, to the best of my knowledge under penalty of perjury, that the above mentioned entity has complied with the provisions of NRS 360.780 and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X Signature of Officer **Title** **Date**

EXHIBIT 3.2

BYLAWS
OF
CONTINENTAL CAPITAL CORPORATION
A COLORADO CORPORATION

ARTICLE I

OFFICES

The principal office of the Corporation shall be located and situated in the State of Colorado. The Corporation may also have such other offices, within and/or without the State of Colorado, as the Board of Directors may from time to time decide or the business of the Corporation may require.

ARTICLE II

SHAREHOLDERS

Section 1. Annual Meetings.
The annual meeting of the shareholders, beginning with the year 2005, shall be held on the 10th day of the month of January, if not a Sunday or legal holiday, and if a Sunday or legal holiday, then on the next business day following, at 12 o'clock p.m. At such Annual Meeting, the shareholders shall elect the Board of Directors and transact such other business as may come before the meeting.

Section 2. Special Meetings.
Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President and shall be so called at the request, in a writing stating the purpose(s) of the requested Special Meeting, of a majority of the Board of Directors or of shareholders who together hold at least 50.1% of the entire issued and outstanding capital stock of the Corporation and are entitled to vote. Business transacted at any special meeting of shareholders shall be limited to the purposes specifically described in the Notice of Meeting.

Section 3. Place of Meetings.
All meetings of the shareholders shall be held at such place, within or without the State of Colorado, as may be designated from time to time by the Board of Directors. If no designation is made, the place of the meeting shall be the principal offices of the Corporation.

Section 4. Notice of Meetings.
A written Notice of Meeting or, when applicable, Notice of Special Meeting, stating the purpose(s) for which the meeting is called and stating the place, date, and hour of the meeting, shall be delivered to each shareholder entitled to vote at such meeting not less than fourteen nor more than sixty days before the date of the meeting. If "delivery" is to be accomplished by mail, the Notice shall be deemed to be "delivered" when deposited in the United States mail, postage prepaid, addressed to the shareholder at the last address recorded for such shareholder in the stock ledger/book(s) of the Corporation.

A written Waiver of Notice, signed by the person(s) entitled to such notice, shall be deemed equivalent to the required notice.

Section 5. List of Shareholders.

At least twenty days prior to any meeting of shareholders, the officer in charge of the stock ledger/books of the Corporation shall make a complete list of all shareholders entitled to vote at the meeting, arranged in alphabetical order, showing the name, address, and number of shares held by each shareholder. Such list shall be produced and kept open at the principal offices of the Corporation for examination and/or inspection by any shareholder, for any purpose, during ordinary business hours, for a period of not less than twenty days immediately preceding the meeting. The list shall also be produced at, and kept open during, the meeting, and may be inspected by any shareholder who is present at the meeting.

Section 6. Quorum.

The holders of a majority of the issued and outstanding shares of the Corporation and entitled to vote, present in person or by proxy, shall constitute a quorum at any meeting of the shareholders. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders entitled to vote, present in person or represented by proxy, shall have the power to adjourn the meeting without notice to a future date at which a quorum shall be present. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If the adjournment is for more than thirty days, a notice of the adjourned meeting shall be given to each shareholder of record entitled to vote at the meeting.

Section 7. Proxies.

A written proxy, executed by a shareholder or his or her duly authorized attorney-in-fact and filed with the Secretary of the Corporation before or at the time of any meeting of shareholders, may be used to vote any or all of the voting shares of such shareholder. Unless specifically provided otherwise in the written proxy, no proxy shall be voted on after the first anniversary of its execution. Every proxy shall be revocable by the shareholder executing it, except where an irrevocable proxy is permitted by statute and the proxy specifically states that it shall be irrevocable.

Section 8. Voting.

When a quorum is present at any meeting, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of the statutes or of the incorporating documents, a different vote is required, in which case such express provision shall govern and control the decision of such question. Unless otherwise provided in the incorporating documents or by statute, each shareholder shall at every meeting of the shareholders be entitled to one vote in person or by proxy for each share of the capital stock having voting power held by such shareholder. Shares of its own stock belonging to the Corporation shall not be voted, directly or indirectly, at any meeting and shall not be counted in determining the total number of outstanding shares.

Section 9. Written Consent.

Unless otherwise provided by law or in the incorporating documents, any action required to be taken at any meeting of shareholders of the Corporation, or any other action which may be taken at any meeting of the shareholders, may be taken without a meeting, without notice and without a vote, if a written consent, setting forth the action so taken shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Any such consent shall be filed with the minutes of the Corporation.

ARTICLE III

BOARD OF DIRECTORS

Section 1. Function, Authority, and Compensation.
The property, business, and affairs of the Corporation shall be managed by its Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by law or otherwise required to be exercised by the shareholders. The Board of Directors shall have the authority from time to time to fix the compensation of Directors and to authorize the payment of expenses relating to service on the Board.

Section 2. Number.
The Corporation shall have 2 Directors serving on the Board of Directors. The Corporation may increase or reduce the total number of Directors at any time by vote of the Board of Directors, or by resignation or death of a current Director.

Section 3. Election and Term.
Each person named in the Articles or Certificate of Incorporation as a member of the first Board of Directors shall hold such office until the First Meeting of Shareholders and until his or her successor shall have been elected and qualified or until his or her resignation, removal, or death.

At the First Meeting of Shareholders and at each annual meeting thereafter, the shareholders shall elect directors to hold office until the next election. Each Director shall hold such office until his or her successor shall have been elected and qualified or until his or her resignation, removal, or death.

Section 4. Vacancies.
Any vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by the affirmative vote of a majority of the directors then in office, though less than a quorum of Directors, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and qualified, or until his or her resignation, removal, or death.

Section 5. Removal.
At any Annual Meeting of Shareholders or at a Special Meeting of Shareholders called expressly for such purpose, any Director(s) or the entire Board of Directors may be removed, with or without cause, by a majority vote of the issued and outstanding shares of the Corporation eligible to vote.

Section 6. Place of Meetings.
The Board of Directors of the Corporation may hold meetings, both regular and special, either within or without the State of Colorado, at such place as may be designated from time to time by the Board. If no designation is made, the place of meetings shall be the principal offices of the Corporation.

Section 7. Notice of Meetings.
Regular meetings of the Board of Directors may be held with forty-eight (48) hours' notice on such dates and at such times as shall from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the President on two days' notice to each director, by phone, mail, electronic mail, or telegram, setting forth the time, place, and purpose of the meeting. Special meetings shall be called by the President or Secretary in like manner and on like notice on the written request of at least two directors.

Notice of a meeting need not be given to any Director who signs a Waiver of Notice either before or after a meeting. Attendance of a Director at a meeting shall constitute a Waiver of Notice of such meeting and a waiver of any and all objections to the place or time of the meeting, unless the Director states, at the beginning of the meeting, any objections to the transaction of business because the meeting was not lawfully called or convened.

Section 8. Telephonic Meetings and Action Without a Meeting.
Members of the Board of Directors may participate in a meeting of the Board as if present in person by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Any action required to be taken at a meeting of the Board or which may be taken at any meeting of the Board, may be taken without a meeting, if all Directors consent thereto in writing, and such writing(s) is/are filed with the Minutes of the proceedings of the Board. Such consent shall have the same effect as a unanimous vote.

Section 9. Voting.
A majority of directors shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum is not present, a majority of the directors present may adjourn the meeting until an announced date and time.

Section 10. Presumption of Assent.
At any meeting of the Board at which action is taken on a corporate matter, each Director in attendance shall be presumed to assent to the action unless such director's dissent is entered in the Minutes of the meeting or unless any such dissent is filed with the Secretary.

ARTICLE IV

OFFICERS

Section 1. Positions.
The officers of the Corporation shall be elected by the Board of Directors and shall consist of a President, one or more Vice Presidents, a Secretary, and a Treasurer. The Board of Directors may also choose additional officers or assistant officers, and/or a Chairman of the Board.

Section 2. Election and Term.
At its first meeting and following each Annual Meeting of Shareholders, the Board shall elect the officers. Each officer shall hold his or her office until his or her successor shall be duly elected and qualified, or until his or her resignation, removal, or death.

Section 3. Removal.
Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of Directors.

Section 4. Salaries.
Officers' salaries shall be fixed from time to time by the Board of Directors.

Section 5. President.
The President shall be the chief executive officer of the Corporation and shall have general and active supervision and management of the business and affairs of the Corporation. He or she shall enforce and/or effect all orders and resolutions of the Board of Directors and shall preside at all Shareholders' and Board of Directors' meetings. The President shall have the authority to sign checks and to execute all bonds, deeds, mortgages, conveyances, contracts, and other instruments on behalf of the Corporation. The President shall have the power to appoint or hire such agents and employees as in his or her judgment may be necessary or proper for the transaction of the business or affairs of the Corporation.

Section 6. Vice President.
The Vice Presidents shall, in the absence of the President, perform and exercise the duties and powers of the President with the same force and effect as if performed by the President and shall generally assist the President and perform any duties given to him or her from time to time by the Board of Directors.

Section 7. Secretary.
The Secretary shall have custody of and maintain the non-financial corporate records of the Corporation and he or she shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President.

Section 8. Treasurer.
The Treasurer shall have the custody of the corporate funds and financial records and shall keep full and accurate accounts of receipts and disbursements. He or she shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President, the Board of Directors, and the Shareholders at regular meetings, or when the Board of Directors so requires, an account of all of his or her transactions as Treasurer and of the financial condition of the Corporation.

ARTICLE VI

STOCK CERTIFICATES

Section 1. Certificates for Shares

Every holder of shares of the Corporation shall be entitled to have a certificate certifying the number of shares owned by that person. Certificates representing shares of the Corporation shall be in such form as shall be determined by the Board of Directors. Such certificates shall be signed by the President and by the Secretary or by such other officers authorized by law and by the Board of Directors so to do, and sealed with the corporate seal. All certificates for shares shall be consecutively numbered or otherwise identified. The name and address of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the stock transfer books of the Corporation. All certificates surrendered to the Corporation for transfer shall be canceled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and canceled, except that in case of a lost, destroyed, or mutilated certificate, a new one may be issued therefor upon such terms and indemnity to the Corporation as the Board of Directors may prescribe.

Section 2. Transfer of Shares

The Corporation shall register a Stock Certificate presented to it for transfer provided that it is properly endorsed by the holder of record or by his or her duly authorized representative, who shall furnish proper evidence of authority to transfer.

Section 3. Lost Certificate

The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed,

ARTICLE VII

FISCAL YEAR

The fiscal year of the Corporation shall be from January 1 to December 31 .

ARTICLE VIII

AMENDMENTS

These bylaws may be amended, revised, or repealed or new bylaws may be adopted by the shareholders or by the Board of Directors at any meeting of the shareholders or of the Board of Directors.

ARTICLE IX

INDEMNIFICATION

The Corporation shall indemnify to the full extent authorized or permitted by the general corporation law of the State of Colorado any person made, or threatened to be made, a party to any threatened, pending, or completed action, suit, or proceeding (whether civil, criminal, administrative, or investigative, including an action by or in the right of the Corporation) by reason of the fact that he or she is or was a director, officer, employee, or agent of the Corporation or serves or served any other enterprise as such at the request of the Corporation. This right of indemnification shall not be deemed exclusive of any other rights to which such persons may be entitled apart from this Article. The foregoing right of indemnification shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of his or her heirs, executors, representatives, and administrators.

Signed this 26th Day of April, 2005

/s/ Paul S. Sidey

Paul S. Sidey
Secretary

EXHIBIT 4.1

Sep 05 08 02:13p OPTIMIZERx (248) 4636529 p.1

ROSS MILLER
Secretary of State
204 North Carson Street, Ste 1
Carson City, Nevada 89701-4299
(775) 684 5708
Website: www.nvsos.gov

Filed in the office of	Document Number
Ross Miller Secretary of State State of Nevada	20080594782-05
	Filing Date and Time 09/05/2008 12:15 PM
	Entity Number E0559322008-4

Certificate of Designation
(PURSUANT TO NRS 78.1955)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

Certificate of Designation For Nevada Profit Corporations
(Pursuant to NRS 78.1955)

1. Name of corporation:

OptimizeRx Corporation

2. By resolution of the board of directors pursuant to a provision in the articles of incorporation this certificate establishes the following regarding the voting powers, designations, preferences, limitations, restrictions and relative rights of the following class or series of stock.

OptimizeRx Corporation, a Nevada corporation (the "Corporation"), does hereby certify that, pursuant to authority conferred on the Board of Directors of the Corporation by the Articles of Incorporation of the Corporation, as amended, and pursuant to the provisions of the Nevada Revised Statutes, the Board of Directors duly adopted a resolution as of September 5, 2008, providing for the designation, preferences and relative, participating, optional or other rights, and qualifications, limitations or restrictions thereof, of one thousand (1,000) shares of the Corporation's Preferred Stock. Please see attached addendum for the full form of the Certificate of Designation, Preferences and Rights of Series A Convertible Preferred Stock.

3. Effective date of filing: (optional)

(must not be later than 90 days after the certificate is filed)

4. Signature: (required)

X

Signature of Officer

Filing Fee: $175.00

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Nevada Secretary of State Stock Designation
Revised: 7-1-08

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

OF

OPTIMIZERx CORPORATION

OptimizeRx Corporation, a Nevada corporation (the "Corporation"), does hereby certify that, pursuant to authority conferred on the Board of Directors of the Corporation by the Articles of Incorporation of the Corporation, as amended, and pursuant to the provisions of the Nevada Revised Statutes, the Board of Directors duly adopted a resolution as of September 5, 2008, providing for the designation, preferences and relative, participating, optional or other rights, and qualifications, limitations or restrictions thereof, of one thousand (1,000) shares of the Corporation's Preferred Stock, which resolution is as follows:

RESOLVED, that pursuant to the authority granted to and vested in the Board of Directors of the Corporation in accordance with the provisions of the Articles of Incorporation, as amended, of the Corporation, the Board hereby provides for the issue of a series of Preferred Stock, par value $.001 per share, to be designated Series A Convertible Preferred Stock of the Corporation (the "Series A Preferred Stock"), consisting of one thousand (1,000) shares, and hereby fixes such designation and number of shares, and the powers, preferences and relative, participating, optional or other rights, and the qualifications, limitations and restrictions thereof as set forth below, and that the officers of the Corporation, and each acting singly, are hereby authorized, empowered and directed to file with the Secretary of State of the State of Nevada a Certificate of Designation, Preferences, and Rights of the Series A Convertible Preferred Stock (the "Certificate"), as such officer or officers shall deem necessary or advisable to carry out the purposes of this Resolution.

The preferences, privileges and restrictions granted to or imposed upon the Corporation's Series A Preferred Stock, or the holders thereof, are as follows:

1. Designation. This series shall be designated as Series A Convertible Preferred Stock (the "Series A Preferred Stock"), to consist of One Thousand (1,000) shares, par value $.001 per share, with a mandatory redemption date of September 5, 2010 (the "Maturity Date").

2. Rank. The Series A Preferred Stock shall rank (i) prior to the Corporation's common stock, par value $.001 per share (the "Common Stock"); (ii) prior to any class or series of capital stock of the Corporation hereafter created that does not, by its terms, rank senior to or pari passu with the Series A Preferred Stock (each security described in (i) through (ii), a "Junior Security" and collectively, the "Junior Securities"); (iii) pari passu with any class or series of capital stock of the Corporation hereafter created that, by its terms, ranks on parity with the Series A Preferred Stock (the "Pali Passu Securities"); and (iv) junior to any class or series of capital stock of the Corporation hereafter created that, by its terms, ranks senior to the Series A Preferred Stock (collectively, the "Senior Securities"), in each case as to distribution of assets upon liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary and payment of dividends on shares of equity securities. For purposes of this Certificate of Designation, "Issuance Date" means, with respect to any share of the Corporation's capital stock, the date such share was originally issued by the Corporation. The Issuance Date shall be deemed to be the date on which the Corporation initially issues a share regardless of the number of transfers of such share recorded on the stock records maintained by or for the Corporation and regardless of the number of certificates which may be issued to evidence such share.

3. Stated Value. The stated value of the Series A Preferred Stock shall be One Hundred Thousand Dollars ($100,000) per share (the "Stated Value").

4. Cumulative Preferred Dividends.

4.1 Beforeany dividends shall be paid or set aside for payment on any Junior Security of the Corporation, each holder of the Series A Preferred Stock (each a "Holder" and collectively, the "Holders") shall be entitled to receive dividends payable on the Stated Value of the Series A Preferred Stock at a rate of 10% per annum, which shall be cumulative, accrue daily from the Issuance Date and be due and payable on the first day of September and February of each year (each a "Dividend Date"). Such dividends shall accrue whether or not declared, and the accumulation of unpaid dividends shall bear interest at a rate of 10% per annum. If a Dividend Date is not a business day, then the dividend shall be due and payable on the business day immediately following such Dividend Date.

4.2 Dividends on the Series A Preferred Stock are payable, at the Corporation's option in (a) cash or (b) shares of the Corporation's Common Stock that are eligible for public resale by the Holder under an effective registration statement covering such shares; provided, however, the Corporation shall not be permitted to issue registered shares of Common Stock as dividend payments in the event that the Market Price (defined below) is less than $0.50. The Corporation shall provide irrevocable written notice to the Holder of the form of the dividend payment at least thirty (30) days prior to a Dividend Date. If no such notice is provided at least thirty (30) days prior to a Dividend Date, the Corporation must make the dividend payment in cash. In addition, the Corporation must make dividend payments in cash if it is unable to make dividend payments in shares of Common Stock that are eligible for public resale by the Holder under an effective registration statement covering such shares. The number of shares of Common Stock to be issued as payment of a dividend shall be determined by dividing (i) the total amount of the dividend to be paid in Common Stock by (ii) ninety percent (90%) of the Market Price (as defined below) of the Corporation's Common Stock for the five (5) days immediately preceding the applicable ex-dividend date.

4.3 The term "Market Price" means, for any date, (i) the average closing price of the Common Stock for the five-(5) day period prior to such date on the OTC Bulletin Board as reported by Bloomberg Financial L.P. (based on a trading day from 9:30 a.m. Eastern Time to 4:02 p.m. Eastern Time); (ii) if the Common Stock is not then listed or quoted on the OTC Bulletin Board and if prices for the Common Stock are then reported in the "Pink Sheets" published by the Pink Sheets, LLC (or a similar organization or agency succeeding to its functions of reporting prices), the average closing price of the Common Stock for the five-(5) day period prior to such date so reported; or (iii) in all other cases, the fair market value of a share of Common Stock as determined by an independent appraiser or other Eligible Market on which the Common Stock trades selected in good faith by the Holder and reasonably acceptable to the Corporation.

4.4 Dividends shall be payable to holders of record, as they appear on the stock books of the Corporation on such record dates as may be declared by the Board of Directors, not more than sixty (60) days, nor less than ten (10) days preceding the payment dates of such dividends. If the dividend on the Series A Preferred Stock shall not have been paid or set apart in full for the Series A Preferred Stock when payable, the aggregate deficiency shall be cumulative and shall be fully paid or set apart for payment before any dividends shall be paid upon or set apart for, or any other distributions paid made on, or any payments made on account of the purchase, redemption or retirement of, the Common Stock or any other Junior Security. When dividends are not paid in full upon the shares or fractions of a share of Series A Preferred Stock and any other Pari Passu Security, all dividends declared upon this series and any other Pari Passu Security shall be declared, pro rata, so that the amount of dividends declared per share or fraction of a share on this Series A Preferred Stock and such other Pari Passu Security shall in all cases bear to each other the same rates that accrued dividends per share on the shares of Series A Preferred Stock and such other Pari Passu Security bear to each other.

5. Liquidation Rights. In the event of any liquidation, dissolution or winding up of the affairs of the Corporation, whether voluntary or involuntary (each of which is hereinafter referred to as a "Liquidation Event"), and before any distribution shall be made to the holders of any shares of any Junior Security of the Corporation, the holders of shares of Series A Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders an amount per share equal to the Stated Value of the Series A Preferred Stock plus the aggregate amount of accumulated but unpaid dividends on each share of Series A Preferred Stock. If, upon a Liquidation Event, the assets of the Corporation, or proceeds thereof, to be distributed among the holders of the Series A Preferred Stock are insufficient to permit payment in full to such Holders of the aggregate amount that they are entitled to be paid by their terms, then the entire assets, or proceeds thereof, available to be distributed to the corporation's stockholders shall be distributed to the holders of the Series A Preferred Stock ratably in accordance with the respective amounts that would be payable on such shares if all amounts payable thereon were paid in full. Prior to the Liquidation Event, the corporation shall declare for payment all accrued and unpaid dividends with respect to the Series A Preferred Stock but only to the extent of funds of the Corporation legally available for the payment of dividends. For the purpose of this Section 5, a consolidation or merger of the Corporation with any other corporation, or the sale, transfer or lease of all or substantially all of its assets, shall not constitute or be deemed a Liquidation Event.

6. Voting Rights.

6.1 Except as otherwise required by law, the Holders of shares of Series A Preferred Stock shall be entitled to vote on all matters submitted to a vote of theshareholders of the Corporation and shall have such number of votes equal to the number of shares of Common Stock into which such Holders' shares of Series A Preferred Stock are convertible pursuant to the provisions hereof and subject to the limitations on conversion contained herein, at the record date for the determination of shareholders entitled to vote on such matters or, if no such record date is established, at the date such vote is taken or any written consent of shareholders is solicited. Except as otherwise required by law, the holders of shares of Series A Preferred Stock and Common Stock shall vote together as a single class, and not as separate classes.

6.2 In the event that the Holders of the Series A Preferred Stock are required to vote separately as a class, the affirmative vote of holders of a majority of the outstanding shares of Series A Preferred Stock shall be required to approve each such matter to be voted upon, and if any matter is approved by such requisite percentage of holders of Series A Preferred Stock, such matter shall bind all Holders of Series A Preferred Stock.

7. Conversion Rights.

7.1 Conversion.

(a) Optional Conversion. Each share of Series A Preferred Stock shall be convertible at the option of the Holder into that number of shares of Common Stock of the Corporation equal to (a) the Stated Value of such share of Series A Preferred Stock divided by (b) a per share price of the Common Stock of $1.00 per share (the "Conversion Price"). A Holder may effect a conversion under this Section 7.1 at any lime after the earlier of (x) the time that the United States Securities and Exchange Commission declares effective a registration statement registering the shares of Common Stock to be sold by the Holder that underlie the shares of Series A Preferred Stock held by such Holder (the "Conversion Shares") and (y) the time such Conversion Shares are eligible for resale by the Holder pursuant to Rule 144 under the Securities Act of 1933, as amended, (the "Conversion Eligibility Date"). The Conversion Price is subject to adjustment as hereinafter provided, at any time or from time to time upon the terms and in the manner herein after set forth in Paragraph 7.3.

(b) Forced Conversion.

(i) If after the Conversion Eligibility Date the Market Price for the Common Stock for any ten (10) consecutive Trading Days exceeds $2.00 (subject to adjustment for reverse and forward stock splits, stock combinations and other similar transactions of the Common Stock that occur after the date hereof) and the average daily trading volume for the Common Stock during such ten-(10) day period exceeds 100,000 shares (such period the "Threshold Period"), the Company may, at any time after the fifth (5th) Trading Day after the end of any such period, deliver a notice to the Holder (a "Forced Conversion Notice" and the date such notice is received by the Holder, the "Forced Conversion Notice Date") to cause the Holder to immediately convert all and not less than all of the Stated Value of the shares Held by such Holder plus accumulated and unpaid dividends at the then current Conversion Price (a "Forced Conversion"). The Company may only effect a Forced Conversion Notice if all of the conditions specified in Subsection (b)(i) below are met through the applicable Threshold Period until the date of the applicable Forced Conversion and through and including the date such shares of Common Stock are issued to the Holder.

(ii) The Company may effect a Forced Conversion if at such time the conditions below are satisfied: (A) there is an effective registration statement covering the resale of the shares of Common Stock issuable on conversion of the shares of Series A Preferred Stock held by the Holder, or, alternatively, such shares are saleable by the Holder under the provisions of Rule 144 promulgated under the Securities Act of 1933, as amended ("Rule 144"), without regard to the volume or manner of sale limitations contained therein (and, if requested by the Holder, legal counsel to the Corporation provides a legal opinion to the Holder that such shares may be so resold by the Holder under Rule 144), and (B) the Common Stock of the Company, including the Conversion Shares to be issued on the Forced Conversion Date, are eligible for trading on a market tier of the OTC or other Eligible Market.

7.2 Conversion Procedures.

(a) In order to convert any share of Series A Preferred Stock into Common Stock, the holder thereof shall (i) surrender the certificate or certificates for such shares of Series A Preferred Stock, duly endorsed to the Corporation or in blank, to the Corporation at its principal office or at the office of the transfer agent maintained for such purposes, (ii) give written notice to the Corporation at such office that such Holder elects to convert such shares of Series A Preferred Stock, in the same form as Exhibit I (the "Conversion Notice") and (iii) state in writing therein the name or names in which such holder wishes the certificate or certificates for shares of Common Stock to be issued. Each conversion shall be deemed to have been effected at the close of business on the date on which the Corporation or such transfer agent shall have received such surrendered Series A Preferred Stock certificate(s), and the person or persons in whose name or names any certificate or certificates for shares of Common Stock shall be issuable upon such conversion shall be deemed to have become the record holder or holders of the shares represented thereby on such date (the "Conversion Date"). No fractional shares or scrip representing fractional shares will be issued upon any conversion, but an adjustment in cash will be made, in respect of any fraction of a share which would otherwise be issuable upon the conversion of the Series A Preferred Stock.

(b) Upon receipt by the Corporation of copy of a Conversion Notice, as shown in Exhibit I, the Corporation shall (i) as soon as practicable, but in any event within one (1) Trading Day after receipt of such Conversion Notice, send, via facsimile, a confirmation of receipt of such Conversion Notice to such Holder and the Corporation's transfer agent, which confirmation shall constitute an instruction to the transfer agent to process such Conversion Notice in accordance with the terms herein. Not later than three (3) Trading Days after any Conversion Date (the "Delivery Date"), the Corporation or its designated transfer agent, as applicable, shall (A) issue and deliver to the address as specified in the Conversion Notice, a certificate, registered in the name of the holder or its designee, for the number of shares of Common Stock to which the holder shall be entitled, or (B) provided the transfer agent is participating in The Depository Trust Corporation ("DTC") Fast Automated Securities Transfer Program, upon the request of the Holder, credit such aggregate number of shares of Common Stock to which the Holder shall be entitled to the Holder's or its designee's balance account with DTC through its Deposit Withdrawal Agent Commission system. If the number of shares of Series A Preferred Stock represented by the Series A Preferred Stock Certificate(s) submitted for conversion, is greater than the number of shares of Series A Preferred Stock being converted, then the Corporation shall, as

soon as practicable and in no event later than three (3) Trading Days after receipt of the Series Preferred Stock Certificate(s) (the "Preferred Stock Delivery Date") and at its own expense, issue and deliver to the holder a new Series A Preferred Stock Certificate representing the number of shares of Series A Preferred Stock not converted. If in the case of any Conversion Notice such certificate or certificates are not delivered to or as directed by the applicable Holder by the Delivery Date, the Holder shall be entitled by written notice to the Corporation at any time on or before its receipt of such certificate or certificates thereafter, to rescind such conversion, in which event the Corporation shall immediately return the Series A Preferred Stock Certificate(s) tendered for conversion, whereupon the Corporation and the Holder shall each be restored to their respective positions immediately prior to the delivery of such notice of revocation, except that any amounts described in Sections 7.2(c) and (d) shall be payable through the date notice of rescission is given to the Corporation.

(c) The Corporation understands that a delay in the delivery of the shares of' Common Stock upon conversion of Series A Preferred Stock beyond the Delivery Date could result in economic loss to the Holder. If the Corporation fails to deliver to the Holder such shares via DWAC or a certificate or certificates pursuant to this Section by the Delivery Date, the Corporation shall pay to the Holder, in cash, as partial liquidated damages and not as a penalty, for each $500 of Series A Preferred Stock to be converted (based on the Stated Value), $10 per Trading Day (increasing to $15 per Trading Day five (5) Trading Days after such damages have begun to accrue and increasing to $20 per Trading Day ten (10) Trading Days after such damages have begun to accrue) for each Trading Day after the Delivery Date until such Common Stock certificate is delivered. Notwithstanding the foregoing, the Holder shall not be entitled to the damages set forth herein for the delay in the delivery of the shares of Common Stock upon conversion of the Series A Preferred stock, if such delay is due to causes which are beyond the reasonable control of the Corporation, including, but not limited to, acts of God, acts of civil or military authority, fire, flood, earthquake, hurricane, riot, war, terrorism, sabotage and/or governmental action, provided that the Corporation: (i) gives the Holder prompt notice of each such cause; and (ii) uses reasonable efforts to correct such failure or delay in its performance. Nothing herein shall limit a Holder's right to pursue actual damages for the Corporation's failure to deliver certificates, and the Holder shall have the right to pursue all remedies available to it at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief. Notwithstanding anything to the contrary contained herein, the Holder shall be entitled to withdraw a Conversion Notice, and upon such withdrawal the Corporation shall only be obligated to pay the liquidated damages accrued in accordance with this Section through the date the Conversion Notice is withdrawn.

(d) In addition to any other rights available to the Holder, if the Corporation fails to cause its transfer agent to transmit to the Holder a certificate or certificates representing the shares of Common Stock issuable upon conversion of the Series A Preferred Stock on or before the Delivery Date, and if after such date the Holder is required by its broker to purchase (in an open market transaction or otherwise) shares of Common Stock to deliver in satisfaction of a sale by the Holder of the shares of Common Stock issuable upon conversion of the Series A Preferred Stock which the Holder anticipated receiving upon such conversion (a "Buy-In"), then the Corporation shall (1) pay in cash to the Holder the amount by which (x) the Holder's total purchase price (including brokerage commissions, if any) for the shares of Common Stock so purchased exceeds (y) the amount obtained by multiplying (A) the number of shares of Common Stock issuable upon conversion. of the Series A Preferred Stock that the Corporation was required to deliver to the Holder in connection with the conversion at issue times (B) the price at which the sell order giving rise to such purchase obligation was executed, and (2) at the option of the Holder, either reinstate the portion of the Series A Preferred Stock and equivalent number of shares of Common Stock for which such

conversion was not honored or deliver to the Holder the number of shares of Common Stock that would have been issued had the Corporation timely complied with its conversion and delivery obligations hereunder. For example, if the Holder purchases Common Stock having a total purchase price of $11,000 to cover a Buy-In with respect to an attempted conversion of shares of Common Stock with an aggregate sale price giving rise to such purchase obligation of $10,000, under clause (1) of the immediately preceding sentence the Corporation shall be required to pay the Holder $1,000. The Holder shall provide the Corporation written notice indicating the amounts payable to the Holder in respect of the Buy-In, together with applicable confirmations and other evidence reasonably requested by the Corporation. Nothing herein shall limit a Holder's right to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Corporation's failure to timely deliver certificates representing shares of Common Stock upon conversion of Series A Preferred Stock as required pursuant to the terms hereof.

7.3 Adjustment of Conversion Price. The Conversion Price shall be subject to adjustment from time to time as follows:

(a) Adjustment of Conversion Price upon Issuance of Common Stock. Except with respect to an Permitted Issuance (defined below) the Corporation issues or sells, or in accordance with this Section 7.3(a) is deemed to have issued or sold, any shares of Common Stock (including the issuance or sale of shares of Common Stock owned or held by or for the account of the Corporation) for a consideration per share (the "New Issuance Price") less than a price (the "Applicable Price") equal to the Conversion Price in effect immediately prior to such issue or sale (the foregoing a "Dilutive Issuance"), then immediately after such Dilutive Issuance, the Conversion Price then in effect shall be reduced to the New Issuance Price. For purposes of determining the adjusted Conversion Price under this Section 7(a), the following shall be applicable:

(i) Issuance of Options. If the Corporation in any manner grants or sells any Options (defined below) and the lowest price per share for which one share of Common Stock is issuable upon the exercise of any such Option or upon conversion or exchange or exercise of any Convertible Securities (defined below) issuable upon exercise of such Option is less than the Applicable Price, then all of such shares of Common Stock underlying such Option shall be deemed to be outstanding and to have been issued and sold by the Corporation at the time of the granting or sale of such Option for such price per share. For purposes of this Section 7.3(a)(i), the "lowest price per share for which one share of Common Stock is issuable upon the exercise of any such Option or upon conversion or exchange or exercise of any Convertible Securities issuable upon exercise of such Option" shall be equal to the sum of the lowest amounts of consideration (if any) received or receivable by the Corporation with respect to any one share of Common Stock upon granting or sale of the Option, upon exercise of the Option and upon conversion or exchange or exercise of any Convertible Security issuable upon exercise of such Option. No further adjustment of the Conversion Price shall be made upon the actual issuance of such share of Common Stock or of such Convertible Securities upon the exercise of such Options or upon the actual issuance of such Common Stock upon conversion or exchange or exercise of such Convertible Securities.

(ii) Issuance of Convertible Securities. If the Corporation in any manner issues or sells any Convertible Securities and the lowest price per share for which one share of Common Stock is issuable upon such conversion or exchange or exercise thereof is less than the Applicable Price, then all shares of Common Stock issuable upon conversion of such Convertible Securities shall be deemed to be outstanding and to have been issued and sold by the Corporation at the time of the issuance or sale of such Convertible Securities for such price per share. For the purposes of this Section 7.3(a)(ii), the "lowest price per share for which one share of Common Stock is issuable upon such conversion or exchange or exercise" shall be equal to the sum of the lowest amounts of consideration (if any) received or receivable by the Corporation with respect to any one share of Common Stock upon the issuance or sale of the Convertible Security and upon the conversion or exchange or exercise of such Convertible Security. No further adjustment of the Conversion Price shall be made upon the actual issuance of such share of Common Stock upon conversion or exchange or exercise of such Convertible Securities, and if any such issue or sale of such Convertible Securities is made upon exercise of any Options for which adjustment of the Conversion Price had been or are to be made pursuant to other provisions of this Section 7(a), no further adjustment of the Conversion Price shall be made by reason of such issue or sale.

(iii) Change in Option Price or Rate of Conversion. If the purchase price provided for in any Options, the additional consideration, if any, payable upon the issue, conversion, exchange or exercise of any Convertible Securities, or the rate at which any Convertible Securities are convertible into or exchangeable or exercisable for Common Stock changes at any time, the Conversion Price in effect at the time of such change shall be adjusted to the Conversion Price which would have been in effect at such time had such Options or Convertible Securities provided for such changed purchase price, additional consideration or changed conversion rate, as the case may be, at the time initially granted, issued or sold. For purposes of this Section 7.3(a)(iii), if the terms of any Option or Convertible Security that was outstanding as of the Subscription Date are changed in the manner described in the immediately preceding sentence, then such Option or Convertible Security and the Common Stock deemed issuable upon exercise, conversion or exchange thereof shall be deemed to have been issued as of the date of such change. No adjustment shall be made if such adjustment would result in an increase of the Conversion Price then in effect.

(iv) Calculation of Consideration Received. If any Option is issued in connection with the issue or sale of other securities of the Corporation, together comprising one integrated transaction in which no specific consideration is allocated to such Options by the parties thereto, the Options will be deemed to have been issued for a consideration of $0.01. If any Common Stock, Options or Convertible Securities are issued or sold or deemed to have been issued or sold for cash, the consideration received therefor will be deemed to be the gross amount paid by the purchaser of such Common Stock, Options, or Convertible Securities, before any commissions, discounts, fees or expenses. If any Common Stock, Options or Convertible Securities are issued to the owners of the non-surviving entity in connection with any merger in which the Corporation is the surviving entity, the amount of consideration therefor will be deemed to be the fair value of such portion of the net assets and business (including goodwill) of the non-surviving entity as is attributable to such Common Stock, Options or Convertible Securities, as the case may be. If any Common Stock, Options or Convertible Securities are issued or sold or deemed to have been issued or sold for non-cash consideration, the consideration received therefore will be deemed to be the fair value of such non-cash consideration as determined in good faith by the Board of Directors of the Corporation.

(v) Record Date. If the Corporation takes a record of the holders of Common Stock for the purpose of entitling them (A) to receive a dividend or other distribution payable in Common Stock, Options or in Convertible Securities or (B) to subscribe for or purchase Common Stock, Options or Convertible Securities, then such record date will be deemed to be the date of the issue or sale of the Common Stock deemed to have been issued or sold upon the declaration of such dividend or the making of such other distribution or the date of the granting of such right of subscription or purchase, as the case may be.

(b) Stock Dividends and Splits. If the Corporation, at any time while any Series A Preferred Stock is outstanding, (i) pays a stock dividend on its Common Stock or otherwise makes a distribution on any class of capital stock that is payable in shares of Common Stock, (ii) subdivides outstanding shares of Common Stock into a larger number of shares, or (iii) combines outstanding shares of Common Stock into a smaller number of shares, then in each such case the Conversion Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock outstanding immediately before such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event. Any adjustment made pursuant to clause (i) of this paragraph shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution, and any adjustment pursuant to clause (ii) or (iii) of this paragraph shall become effective immediately after the effective date of such subdivision or combination.

(c) Fundamental Transactions. If, at any time while Series A Preferred Stock is outstanding there is a Fundamental Transaction (defined below), then the Holder shall have the right thereafter to receive, upon conversion of Series A Preferred Stock, the same amount and kind of securities, cash or property as it would have been entitled to receive upon the occurrence of such Fundamental Transaction if it had been, immediately prior to such Fundamental Transaction, the holder of the number of shares of Common Stock then issuable upon conversion in full of Series A Preferred Stock held by such Holder (the "Alternate Consideration"). For purposes of any such conversion, the determination of the Conversion Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one share of Common Stock in such Fundamental Transaction, and the Corporation shall apportion the Conversion Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any conversion of Series A Preferred Stock following such Fundamental Transaction. The terms of any agreement pursuant to which a Fundamental Transaction is effected shall include terms requiring any such successor or surviving entity to comply with the provisions of this paragraph (c) and insuring that the Series A Preferred Stock (or any such replacement security) will be similarly adjusted upon any subsequent transaction analogous to a Fundamental Transaction.

(d) Other Events. If any event occurs of the type contemplated by the provisions of this Section 7.3 but not expressly provided for by such provisions (including, without limitation, the granting of stock appreciation rights, phantom stock rights or other rights with equity features), then the Corporation's Board of Directors in good faith will make an appropriate adjustment in the Conversion Price so as to be equitable under the circumstances and otherwise protect the rights of the Holders; provided that no such adjustment will increase the Conversion Price as otherwise determined pursuant to this Section 7.3.

7.4 Written Instrument as to Adjustments. Whenever the Conversion Price is adjusted as herein provided, an officer of the Corporation shall compute the adjusted Conversion Price in accordance with the foregoing provisions and shall prepare a written instrument setting forth such adjusted Conversion Price and showing in detail the facts upon which such adjustment is based, and a copy of such written instrument shall forthwith be mailed to each Holder of record of the Series A Preferred Stock, and made available for inspection by the stockholders of the Corporation.

7.5 Reservation of Common Stock. The Corporation shall at all times reserve and keep available, free from preemptive rights, out of its authorized but unissued Common Stock, for the purpose of effecting the conversion of the shares of Series A Preferred Stock, an amount of Common Stock equal to one hundred percent (100%) of the aggregate number of shares of Common Stock then deliverable upon the conversion of all shares of Series A Preferred Stock then outstanding, and such shares shall be listed, subject to notice of issuance, on any stock exchange(s) on which outstanding shares of Common Stock may then be listed.

7.6 Payment of Taxes. The Corporation will pay any and all taxes that may be payable in respect of the issuance or delivery of shares of Common Stock on conversion of shares of Series A Preferred Stock pursuant hereto. The Corporation shall not, however, be required to pay any tax which may be payable in respect of any transfer involved in the issue and delivery of shares of Common Stock in a name other than that in which the shares of Series A Preferred Stock so converted were registered, and no such issue or delivery shall be made unless and until the person requesting such issue has paid to the Corporation the amount of any such tax, or has established, to the satisfaction of the Corporation, that such tax has been paid or is not payable.

7.7 Ownership Cap and Certain Exercise Restrictions.

(a) Notwithstanding anything to the contrary set forth in this Certification of Designations, at no time may a Holder of this Series A Preferred Stock convert this Series A Preferred Stock to the extent that after giving effect to such conversion, the Holder (together with the Holder's affiliates) would beneficially own (as determined in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended, and the rules thereunder) in excess of 4.99% of the number of shares of Common Stock outstanding immediately after giving effect to such conversion; provided, however, that upon a Holder of this Series A Preferred Stock providing the Corporation with sixty-one (61) days notice (the "Waiver Notice") that such Holder would like to waive this Section 7.7(a) with regard to any or all shares of Common Stock issuable upon conversion of this Series A Preferred Stock, this Section 7.7(a) will be of no force or effect with regard to all of a portion of the Series A Preferred Stock referenced in the Waiver Notice.

(b) Notwithstanding anything to the contrary set forth in this Certificate of Designations, at no time may a Holder of this Series A Preferred Stock convert this Series A Preferred Stock to the extent that after giving effect to such conversion, the Holder (together with the Holder's affiliates) would beneficially own (as determined in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended, and the rules thereunder) in excess of 9.99% of the number of shares of Common Stock outstanding immediately after giving effect to such conversion; provided, however that upon a Holder of this Series A Preferred Stock providing the Corporation with a Waiver Notice that such Holder would like to waive this Section 7.7(b) with regard to any or all shares of Common Stock issuable upon conversion of the Series A Preferred Stock, this Section 7.7(b) shall be of no force or effect with regard to those shares of Series A Preferred Stock referenced in the Waiver Notice.

7.8 No Impairment. The Corporation will not, by amendment of its Certificate of Incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities 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 Sections 7.1 through 7.7 and in the taking of all such actions as may be necessary or appropriate in order to protect the conversion rights of the Holders against impairment.

8. Other Rights.

8.1 Redemption Right. No sooner than fifteen (15) days nor later than ten (10) days prior to the consummation of a Change of Control, but not prior to the public announcement of such Change of Control, the Corporation shall deliver written notice thereof via facsimile and overnight courier to the Holder (a "Change in Control Notice"). At any time during the period beginning after the Holder's receipt of a Change of Control Notice and ending ten (10) Trading Days after the consummation of such Change of Control, the Holder may require the Corporation to redeem all or any portion of Series A Preferred Stock held by such Holder by delivering written notice thereof ("Change in Control Redemption Notice") to the Corporation, which Change of Control Redemption Notice shall indicate the amount the Holder is electing to be redeemed. Each share of Series A Preferred Stock subject to redemption pursuant to this Section 8.1 shall be redeemed by the Corporation in cash at a price equal to one hundred twenty percent (120%) of the Stated Value of the Series A Preferred Stock plus all accrued and unpaid dividends thereon at the time of such request. Redemption of the Series A Preferred Stock under this Section may be made, at the Corporation's option in (a) cash or (b) shares of the Corporation's Common Stock that are eligible for public resale by the Holder under an effective registration statement covering such shares; provided, however, the Corporation shall not be permitted to issue registered shares of Common Stock as dividend payments in the event that the Market Price is less than $0.50. The number of shares of Common Stock to be issued as payment in redemption under this Section shall be determined by dividing (i) the total amount of the dividend to be paid in Common Stock by (ii) ninety percent (90%) of the Market Price of the Corporation's Common Stock for the five (5) days immediately preceding the date of redemption.

8.2 Purchase Rights. If at any time the Corporation grants, issues or sells any Options, Convertible Securities or rights to purchase stock, warrants, securities or other property pro rata to the record holders of any class of Common Stock (the "Purchase Rights"), then the Holder will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which the Holder could have acquired if the Holder had held the number of shares of Common Stock acquirable upon complete conversion of Series A Preferred Stock (without taking into account any limitations or restrictions on the convertibility of Series A Preferred Stock) immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of Common Stock are to be determined for the grant, issue or sale of such Purchase Rights.

9. Mandatory Conversion or Redemption at Maturity. If any share of Series A Preferred Stock remains outstanding on Maturity Date, then the Corporation shall either, at the option of the Holder: (y) convert each such share at the Conversion Price as of the Maturity Date share without the Holder of such share being required to give a Conversion Notice on such Maturity Date; or (z) redeem each such share of Series A Preferred Stock for an amount in cash equal to its Stated Value plus all accrued and unpaid dividends thereon.

10. Required Holder Approvals. So long as any shares of Series A Preferred Stock are outstanding, the Corporation shall not, without first obtaining the approval (by vote or written consent) of the Holders of a majority of the then outstanding shares of Series A Preferred Stock: (a) amend the rights, preferences or privileges of the Series A Preferred Stock set forth in this Certificate of Designation, (b), amend or waive any provision of its Certificate of Incorporation in a manner that would alter the rights, preferences or privileges of the Series A Preferred Stock, (c) create any Senior Securities or Pari Passu Securities, or (d) enter into any agreement with respect to the foregoing clauses (a) through (c).

11. Notice of Corporate Events. If the Corporation (i) declares a dividend or any other distribution of cash, securities or other property in respect of its Common Stock, including without limitation any granting of rights or warrants to subscribe for or purchase any capital stock of the Corporation, (ii) authorizes or approves, enters into any agreement contemplating or solicits stockholder approval for any transaction or (iii) authorizes the voluntary dissolution, liquidation or winding up of the affairs of the Corporation, then the Corporation shall deliver to the Holders a notice describing the material terms and conditions of such transaction, at least 10 calendar days prior to the applicable record or effective date on which Common Stock would need to be owned in order to participate in or vote with respect to such transaction, and the Corporation will take all steps reasonably necessary in order to insure that the Holder is given the practical opportunity to convert its Series A Preferred Stock prior to such time so as to participate in or vote with respect to such transaction.

12. Exclusion of Other Rights. Except as may otherwise be required by law, the shares of Series A Preferred Stock shall not have any preferences or relative, participating, optional or other special rights other than those specifically set forth in this resolution and in the Certificate of Incorporation, as amended.

13. Status of Series A Preferred Stock Reacquired. Shares of Series A Preferred Stock, which have been issued and reacquired in any manner shall (upon compliance with applicable provisions of the laws of the State of Nevada), be deemed to be canceled and have the status of authorized and unissued shares of the class of Preferred Stock issuable in series undesignated as to series and may be redesignated and reissued.

14. Severability of Provisions. If any right, preference or limitation of the Series A Preferred Stock set forth in this resolution is invalid, unlawful, or incapable of being enforced by reason of any rule of law or public policy, all other rights, preferences and limitations set forth in this resolution which can be given effect without the invalid, unlawful or unenforceable right, preference or limitation shall, nevertheless, remain in full force and effect, and no right, preference or limitation herein set forth shall be deemed dependent upon any other such right, preference or limitation unless so expressed herein.

15. Headings of Subdivisions. The headings of the various subdivisions hereof are for convenience of reference only and shall not affect the interpretation of any of the provisions hereof.

16. Certain Definitions. For purposes of this Certificate, the following terms shall have the following meanings:

"Approved Stock Plan" means any employee benefit plan which has been approved by the Board of Directors of the Corporation, pursuant to which the Corporation's securities may be issued to any employee, consultant, officer or director for services provided to the Corporation.

"Change Of Control" means any Fundamental Transaction other than (i) any reorganization, recapitalization or reclassification of the Common Stock in which holders of the Corporation's voting power immediately prior to such reorganization, recapitalization or reclassification continue after such reorganization, recapitalization or reclassification to hold publicly traded securities and, directly or indirectly, the voting power of the surviving entity or entities necessary to elect a majority of the members of the board of directors (or their equivalent if other than a corporation) of such entity or entities, or (ii) pursuant to a migratory merger effected solely for the purpose of changing the jurisdiction of incorporation of the Corporation.

"Convertible Securities" means any stock or other securities (other than Options) directly or indirectly convertible into or exercisable or exchangeable for shares of Common Stock.

"Eligible Market" means, The New York Stock Exchange, Inc., the Nasdaq Capital Market, the Nasdaq Global Market or the American Stock Exchange.

"Permitted Issuance" means the issuance by the Corporation of the following: (i) shares of Common Stock or Options issued or issuable in connection with any Approved Stock Plan, provided that the aggregate amount of Common Stock and Options issued and issuable under all such plans does not exceed ten percent (10%) of the then outstanding shares of Common Stock of the Corporation; (ii) shares of Common Stock issued upon conversion or exercise of any Options or Convertible Securities that are outstanding on the day immediately preceding the Issuance Date, provided that the terms of such Options or Convertible Securities are not amended, modified or changed on or after the Issuance Date to lower the conversion or exercise price thereof and so long as the number of shares of Common Stock underlying such securities is not otherwise increased; and (iii) shares of Common Stock issued in an underwritten public offering in which the gross cash proceeds to the Company (before underwriting discounts, commissions and fees) are at least $10,000,000.

"Fundamental Transaction" means that the Corporation shall, directly or indirectly, in one or more related transactions, (i) consolidate or merge with or into (whether or not the Corporation is the surviving corporation) another Person, or (ii) sell, assign, transfer, convey or otherwise dispose of all or substantially all of the properties or assets of the Corporation to another Person, or (iii) allow another Person or Persons to make a purchase, tender or exchange offer that is accepted by the holders of more than the 50% of the outstanding shares of Voting Stock (not including any shares of Voting Stock held by the Person or Persons making or party to, or associated or affiliated with the Person or Persons making or party to, such purchase, tender or exchange offer), or (iv) consummate a stock purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with another Person whereby such other Person acquires more than the 50% of either the outstanding shares of Voting Stock (not including any shares of Voting Stock held by the other Person or other Persons making or party to, or associated or affiliated with the other Persons making or party to, such stock purchase agreement or other business combination), (v) reorganize, recapitalize or reclassify its Common Stock or (vi) any "person" or "group" (as these terms are used for purposes of Sections 13(d) and 14(d) of the Exchange Act) is or shall become the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of 50% of the aggregate Voting Stock of the Corporation.

"Options" means any rights, warrants or options to subscribe for or purchase shares of Common Stock or Convertible Securities.

"Person" means an individual, a limited liability Corporation, a partnership, a joint venture, a corporation, a trust, an unincorporated organization, any other entity and a government or any department or agency thereof.

"Trading Day" means any day on which the Common Stock is traded on the principal securities exchange or securities market on which the Common Stock is then traded.

"Voting Stock" of a Person means capital stock of such Person of the class or classes pursuant to which the holders thereof have the general voting power to elect, or the general power to appoint, at least a majority of the board of directors, managers or trustees of such Person (irrespective of whether or not at the time capital stock of any other class or classes shall have or might have voting power by reason of the happening of any contingency).

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Designation to be signed by its duly authorized officer this 5th day of September, 2008.

OPTINIIZERx CORPORATION

By: /s/ David Harrell
Name: David Harrell
Title: Chief Executive Officer

EXHIBIT I

OPTIMIZERx CORPORATION

FORM OF CONVERSION NOTICE

Reference is made to the Certificate of Designation Designating the Series A Preferred Stock of OPTIMIZERx Corporation (the "Certificate of Designation"). In accordance with and pursuant to the Certificate of Designation, the undersigned hereby elects to convert the number of shares of Series A Preferred Stock, par value $.001 per share (the "Preferred Stock"), of OPTIMIZERx Corporation, a Nevada corporation (the "Company"), indicated below into shares of Common Stock, par value $.001 per share (the "Common Stock"), of the Company, by tendering the stock certificate(s) representing the share(s) of Preferred Stock specified below as of the date specified below.

Date to effect conversion: _____

Number of shares of Preferred Stock owned prior to conversion: _____

Number of shares of Preferred Stock to be converted: _____

Stated Value of shares of Preferred Stock to be converted: _____

Applicable Conversion Price: _____

Number of shares of Common Stock to be issued: _____

Number of shares of Preferred Stock owned subsequent to conversion: _____

[HOLDER]

By:_____
Name:
Title:

EXHIBIT 5.1

SICHENZIA ROSS FRIEDMAN FERENCE LLP
61 Broadway, 32 nd Floor
New York, NY 10006
Telephone: (212) 930-9700
Facsimile: (212) 930-9725

November 10, 2008

VIA ELECTRONIC TRANSMISSION

Securities and Exchange Commission
100 F Street, N.E.
Washington, DC 20549

RE: OptimizeRx Corporation
Form S-1Registration Statement (File No. 333-_____)

Ladies and Gentlemen:

We refer to the above-captioned registration statement on Form S-1 (the "Registration Statement") under the Securities Act of 1933, as amended (the "Act"), filed by OptimizeRx Corporation, a Nevada corporation (the "Company"), with the Securities and Exchange Commission.

We have examined the originals, photocopies, certified copies or other evidence of such records of the Company, certificates of officers of the Company and public officials, and other documents as we have deemed relevant and necessary as a basis for the opinion hereinafter expressed. In such examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as certified copies or photocopies and the authenticity of the originals of such latter documents.

Based on our examination mentioned above, we are of the opinion that the securities being sold pursuant to the Registration Statement are duly authorized and will be, when issued in the manner described in the Registration Statement, legally and validly issued, fully paid and non-assessable.

We hereby consent to the filing of this opinion as Exhibit 5.1 to the Registration Statement and to the reference to our firm under "Legal Matters" in the related Prospectus. In giving the foregoing consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Act, or the rules and regulations of the Securities and Exchange Commission.

/s/ Sichenzia Ross Friedman Ference LLP

EXHIBIT 10.1

AGREEMENT

CONCERNING THE EXCHANGE OF SECURITIES

BY AND AMONG

RFID, LTD.,

OPTIMIZERX CORPORATION

AND

THE SECURITY HOLDERS OF OPTIMIZERX CORPORATION

AGREEMENT

THIS AGREEMENT ("**Agreement**") is made this 14th day of April, 2008, by and between RFID, Ltd., a Colorado corporation ("**RFID**"), OPTIMIZERx Corporation, a Michigan corporation ("**OPTIMIZERx**"), and the security holders of OPTIMIZERx (the "**OPTIMIZERx Security Holders**") who are listed on Exhibit 1.1 hereto.

WHEREAS, RFID desires to acquire all of the issued and outstanding common stock of OPTIMIZERx ("**OPTIMIZERx Stock**") from the OPTIMIZERx Security Holders in exchange for common stock of RFID;

WHEREAS, all of the OPTIMIZERx Security Holders agree to exchange one hundred percent (100%) of the OPTIMIZERx Stock they hold in OPTIMIZERx for 10,664,000 shares of RFID common stock the terms of which are detailed in Section 3.2, herein (the "**Shares**") (referred herein from time to time as the "**Consideration**")

NOW, THEREFORE, in consideration of the mutual promises, covenants and representations contained herein, the parties hereto agree as follows:

ARTICLE I
Exchange of Securities

1.1 **Issuance of Securities and Other Consideration.** Subject to the terms and conditions of this Agreement, RFID agrees to issue and exchange the Shares for one hundred percent (100%) of the issued and outstanding OPTIMIZERx Stock held by the OPTIMIZERx Security Holders.

All RFID Shares will be issued to the OPTIMIZERx Security Holders on the Closing Date (as hereinafter defined), pursuant to the schedule set forth in Exhibit 1.1.

1.2 **Exemption from Registration.** The parties hereto intend that all RFID common stock to be issued to the OPTIMIZERx Security Holders shall be exempt from the registration requirements of the Securities Act of 1933, as amended (the "**Securities Act**"), pursuant to Section 4(2) and/or Regulation D of the Securities Act and rules and regulations promulgated thereunder.

In furtherance thereof, each of the OPTIMIZERx Security Holders will execute and deliver to RFID a subscription agreement for the Shares, a copy of which is attached as Exhibit 1.2, on the Closing date of this Agreement (the "**Closing Date**").

ARTICLE II
Representations and Warranties of OPTIMIZERx

OPTIMIZERx hereby represents and warrants to RFID that:

2.1 **Organization.** OPTIMIZERx is a corporation duly organized, validly existing and in good standing under the laws of the State of Michigan, has all necessary corporate powers to own its properties and to carry on its business as now owned and operated by it, and is duly qualified to do business and is in good standing in each of the states where its business requires qualification.

2.2 **Capital.** OPTIMIZERx will deliver one hundred percent (100%) of its issued and outstanding stock, which shall equal 10,664,000 shares of common stock, on a fully diluted basis. There shall be no outstanding preferred stock of OPTIMIZERx at the time of the Closing. OPTIMIZERz has outstanding options to purchase a total of 340,000 shares at an exercise price of $1.00 per share.

2.3 **Voting Trust Agreement.** Certain securities holders of OPTIMIZERX have submitted their respective shares to a Voting Trust Agreement ("VTA"). The shares that are subject to the VTA are so identified in Exhibit 1.1. David A. Harrell is the sole Trustee of this VTA. As sole Trustee, David Harrell has the authority to authorize the terms of this Agreement as they relate to all shares subject to the VTA and to accept the shares of RFID in exchange for the OPTIMIZERx stock.

2.4 **Subsidiaries.** OPTIMIZERx currently does not own any subsidiaries.

2.5 **Directors and Executive Officers.** The names and titles of the directors and executive officers of OPTIMIZERx are as follows:

Name	Position
David Harrell	Chairman, Treasurer and CEO
Thomas Majerowicz	Secretary and Director
Terry Hamilton	Vice President and Director

2.6 **Tax Returns.** OPTIMIZERx has filed all federal, state and local tax returns required by law and has paid all taxes, assessments and penalties due and payable. There are no present disputes as to taxes of any nature payable by OPTIMIZERx.

2.7 **Intellectual Property Rights.** OPTIMIZERx owns or has the right to use all trademarks, service marks, trade names, copyrights and patents material to its business.

2.8 **Compliance with Laws.** To the best of OPTIMIZERx's knowledge, OPTIMIZERx has complied with, and is not in violation of, applicable federal, state or local statutes, laws and regulations, including federal and state securities laws, except where such non-compliance would not have a material adverse impact upon its business or properties.

2.9 **Litigation.** OPTIMIZERx is not a defendant in any suit, action, arbitration or legal, administrative or other proceeding, or governmental investigation which is pending or, to the best knowledge of OPTIMIZERx, threatened against or affecting OPTIMIZERx or its business, assets or financial condition. OPTIMIZERx is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality applicable to it. OPTIMIZERx is not engaged in any material litigation to recover monies due to it.

2.10 **Authority.** The Board of Directors of OPTIMIZERx has authorized the execution of this Agreement and the consummation of the transactions contemplated herein, and OPTIMIZERx has full power and authority to execute, deliver and perform this Agreement, and this Agreement is a legal, valid and binding obligation of OPTIMIZERx and is enforceable in accordance with its terms and conditions. All of OPTIMIZERx Security Holders have agreed to and have approved the terms of this Agreement and the exchange of securities contemplated hereby.

2.11 **Ability to Carry Out Obligations.** The execution and delivery of this Agreement by OPTIMIZERx and the performance by OPTIMIZERx of its obligations hereunder in the time and manner contemplated will not cause, constitute or conflict with or result in (a) any breach or violation of any of the provisions of or constitute a default under any license, indenture, mortgage, instrument, article of incorporation, bylaw, or other agreement or instrument to which OPTIMIZERx is a party, or by which it may be bound, nor will any consents or authorizations of any party other than those hereto be required, (b) an event that would permit any party to any agreement or instrument to terminate it or to accelerate the maturity of any indebtedness or other obligation of OPTIMIZERx, or (c) an event that would result in the creation or imposition of any lien, charge or encumbrance on any asset of OPTIMIZERx.

2.12 **Full Disclosure.** None of the representations and warranties made by OPTIMIZERx herein or in any exhibit, certificate or memorandum furnished or to be furnished by OPTIMIZERx, or on its behalf, contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.

2.13 **Restricted Securities.** OPTIMIZERx and the OPTIMIZERx Security Holders acknowledge that all of the RFID Shares issued by RFID are restricted securities and none of such securities may be sold or publicly traded except in accordance with the provisions of the Securities Act.

ARTICLE III
Representations and Warranties of RFID

RFID represents and warrants to OPTIMIZERx that:

3.1 **Organization.** RFID is a corporation duly organized, validly existing and in good standing under the laws of Colorado, has all necessary corporate powers to carry on its business, and is duly qualified to do business and is in good standing in each of the states where its business requires qualification.

3.2 **Capital.** The authorized capital stock of RFID consists of:

(a) FIVE HUNDRED MILLION (500,000,000) shares of common stock, of which 156,958 shares are issued and outstanding;

All of the outstanding common stock is duly and validly issued, fully paid and non-assessable. There is a promissory note in the amount of $15,000 outstanding which is convertible into common stock of RFID at a conversion price of $.001 per share. At closing this note will be converted into 1,100,000 shares of RFID common stock and the rest of this note will be cancelled. There are no additional outstanding subscriptions, rights, debentures, instruments, convertible securities or other agreements or commitments obligating RFID to issue any additional shares of its capital stock of any class.

3.3 **Subsidiaries.** RFID does not have any subsidiaries or own any interest in any other enterprise.

3.4 **Directors and Officers.** James Vandeberg is the sole officer and director of RFID.

3.5 **Absence of Undisclosed Liabilities.** As of the Closing Date, RFID shall not have any material debt, liability or obligation of any nature, whether accrued, absolute, contingent or otherwise, and whether due or to become due.

3.6 **Tax Returns.** RFID has filed all federal, state and local tax returns required by law and have paid all taxes, assessments and penalties due and payable. There are no present disputes as to taxes of any nature payable by RFID.

3.7 **Compliance with Laws.** To the best of RFID's knowledge, RFID has complied with, and is not in violation of, applicable federal, state or local statutes, laws and regulations, including federal and state securities laws, except where such non-compliance would not have a material adverse impact upon its business or properties.

3.8 **Litigation.** RFID is not a defendant in any suit, action, arbitration or legal, administrative or other proceeding, or governmental investigation which is pending or, to the best knowledge of RFID, threatened against or affecting RFID or its business, assets or financial condition. RFID is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality applicable to it. RFID is not engaged in any material litigation to recover monies due to it.

3.9 **Authority.** The Board of Directors of RFID has authorized the execution of this Agreement and the consummation of the transactions contemplated herein, and RFID has full power and authority to execute, deliver and perform this Agreement, and this Agreement is a legal, valid and binding obligation of RFID and is enforceable in accordance with its terms and conditions.

3.10 **Ability to Carry Out Obligations.** The execution and delivery of this Agreement by RFID and the performance by RFID of its obligations hereunder in the time and manner contemplated will not cause, constitute or conflict with or result in (a) any breach or violation of any of the provisions of or constitute a default under any license, indenture, mortgage, instrument, article of incorporation, bylaw, or other agreement or instrument to which RFID is a party, or by which it may be bound, nor will any consents or authorizations of any party other than those hereto be required, (b) an event that would permit any party to any agreement or instrument to terminate it or to accelerate the maturity of any indebtedness or other obligation of RFID, or (c) an event that would result in the creation or imposition of any lien, charge or encumbrance on any asset of RFID.

ARTICLE IV
Conditions Precedent to OPTIMIZERx's Performance

4.1 **Conditions.** OPTIMIZERx's obligations hereunder shall be subject to the satisfaction at or before the Closing Date of all the conditions set forth in this Article IV. OPTIMIZERx may waive any or all of these conditions in whole or in part without prior notice; provided, however, that no such waiver of a condition shall constitute a waiver by OPTIMIZERx of any other condition of or any of OPTIMIZERx's other rights or remedies, at law or in equity, if RFID shall be in default of any of its representations, warranties or covenants under this Agreement.

4.2 **Accuracy of Representations.** Except as otherwise permitted by this Agreement, all representations and warranties by RFID in this Agreement or in any written statement that shall be delivered to OPTIMIZERx by RFID under this Agreement shall be true and accurate on and as of the Closing Date as though made at that time.

4.3 **Performance.** RFID shall have performed, satisfied and complied with all covenants, agreements and conditions required by this Agreement to be performed or complied with by it on or before the Closing Date.

4.4 **Absence of Litigation.** No action, suit or proceeding, including injunctive actions, before any court or any governmental body or authority, pertaining to the transaction contemplated by this Agreement or to its consummation, shall have been instituted or threatened against RFID on or before the Closing Date.

ARTICLE V
Conditions Precedent to RFID's Performance

5.1 **Conditions.** RFID's obligations hereunder shall be subject to the satisfaction at or before the Closing Date of all the conditions set forth in this Article V. RFID may waive any or all of these conditions in whole or in part without prior notice; provided, however, that no such waiver of a condition shall constitute a waiver by RFID of any other condition of or any of RFID's rights or remedies, at law or in equity, if OPTIMIZERx shall be in default of any of its representations, warranties or covenants under this Agreement.

5.2 **Accuracy of Representations.** Except as otherwise permitted by this Agreement, all representations and warranties by OPTIMIZERx in this Agreement or in any written statement that shall be delivered to RFID by OPTIMIZERx under this Agreement shall be true and accurate on and as of the Closing Date as though made at that time.

5.3 **Performance.** OPTIMIZERx shall have performed, satisfied and complied with all covenants, agreements and conditions required by this Agreement to be performed or complied with by it on or before the Closing Date.

5.4 **Absence of Litigation.** No action, suit or proceeding before any court or any governmental body or authority, pertaining to the transaction contemplated by this Agreement or to its consummation, shall have been instituted or threatened against OPTIMIZERx on or before the Closing Date.

ARTICLE VI
Closing

6.1 **Closing.** The closing of this Agreement shall be held at the offices of The Otto Law Group, PLLC, or at any mutually agreeable place within thirty (30) days of the mutual execution of this Agreement, unless extended by mutual agreement. At the closing:

(a) OPTIMIZERx shall deliver to RFID (i) copies of Exhibit 1.2 executed by all of the OPTIMIZERx Security Holders and (ii) an assignment of all of the OPTIMIZERx Stock to RFID.

(b) RFID shall deliver to OPTIMIZERx certificates representing 10,664,000 Shares of RFID, Ltd. issued in the manner prescribed under Article I hereof.

(c) RFID will change its name to OPTIMIZERx Corporation.

(d) James Vandeberg shall resign as an officer and director of RFID and shall appoint such officers and directors as directed by David Harrell.

ARTICLE VII
Post Closing

7.1 **Anti-dilution.** For a period of two years following close, OPTIMIZERx agrees that it will not issue new shares of RFID common stock that will dilute the existing shares by more

than 10% per year without the prior written approval of both Richard Kranhak and Dana Panella (with the exception of any shares issued pursuant to a stock option plan).

7.2 **Stock option plan.** On the closing date, the existing stock option plan and all outstanding stock options of OPTIMIZERx shall be cancelled and replaced by stock options of RFID with the same terms and conditions and performance stock grants.

7.3 **Admission and Dilution Agreement.** There is currently in force an Admission and Dilution Agreement among the security holders of OPTIMIZERx , whereby the members of OPTIMIZERx's predecessor company, Optimizer Systems, LLC, agreed to dilute their ownership interests in the company in order to facilitate the merger of Optimizer Systems, LLC into OPTIMIZERx Corporation. The members agreed to this dilution in exchange for monetary consideration as stated in paragraph 4a. of the Admission and Dilution Agreement. All members have been compensated for this dilution, except for David A. Harrell. The terms of the Admission and Dilution Agreement as it applies to David A. Harrell's compensation for the dilution shall remain in force against the successor corporation that is created by the closing of this merger agreement."

ARTICLE VIII
Miscellaneous

8.1 **Captions and Headings.** The article and Section headings throughout this Agreement are for convenience and reference only and shall not define, limit or add to the meaning of any provision of this Agreement.

8.2 **No Oral Change.** This Agreement and any provision hereof may not be waived, changed, modified or discharged orally, but only by an agreement in writing signed by the party against whom enforcement of any such waiver, change, modification or discharge is sought.

8.3 **Non-Waiver.** The failure of any party to insist in any one or more cases upon the performance of any of the provisions, covenants or conditions of this Agreement or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of any such provisions, covenants or conditions. No waiver by any party of one breach by another party shall be construed as a waiver with respect to any other subsequent breach.

8.4 **Time of Essence.** Time is of the essence of this Agreement and of each and every provision hereof.

8.5 **Entire Agreement.** This Agreement contains the entire Agreement and understanding between the parties hereto and supersedes all prior agreements and understandings.

8.6 **Choice of Law.** This Agreement and its application shall be governed by the laws of the state of Colorado.

counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.8 **Notices.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as follows:

RFID: RFID, Ltd.
The Otto Law Group, PLLC
601 Union Street, Suite 4500
Seattle, Washington 98101
Attn: James Vandeberg, Esq.

OPTIMIZERx: ...OPTIMIZERx Corporation
...407 Sixth Street, Suite B
...Rochester, MI 48307
...ATTN: David Harrell

With a copy to: ...OPTIMIZERx Corporation
...P.O.Box 80937
...Rochester, MI 48308-0937

8.9 **Binding Effect.** This Agreement shall inure to and be binding upon the heirs, executors, personal representatives, successors and assigns of each of the parties to this Agreement.

8.10 **Mutual Cooperation.** The parties hereto shall cooperate with each other to achieve the purpose of this Agreement and shall execute such other and further documents and take such other and further actions as may be necessary or convenient to effect the transaction described herein.

8.11 **Finders.** There are no finders in connection with this transaction.

8.12 **Announcements.** The parties will consult and cooperate with each other as to the timing and content of any public announcements regarding this Agreement.

8.13 **Expenses.** Each party will bear their own expenses, including legal fees incurred in connection with this Agreement.

8.14 **Survival of Representations and Warranties.** The representations, warranties, covenants and agreements of the parties set forth in this Agreement or in any instrument, certificate, opinion or other writing providing for in it, shall survive the Closing Date.

8.16 **Termination, Amendment and Waiver.**

(a) **Termination.** This Agreement may be terminated at any time prior to the Closing Date, whether before or after approval of matters presented in connection with the share exchange by the stockholders of OPTIMIZERx:

(1) By mutual written consent of OPTIMIZERx and RFID;

(2) By either OPTIMIZERx or RFID:

(i) If any court of competent jurisdiction or any governmental, administrative or regulatory authority, agency or body shall have issued an order, decree or ruling or taken any other action permanently enjoining, restraining or otherwise prohibiting the transactions contemplated by this Agreement; or

(ii) If the transaction shall not have been consummated on or before within thirty (30) days following mutual execution of this Agreement, unless the failure to consummate the transaction is the result of a material breach of this Agreement by the party seeking to terminate this Agreement.

(3) By OPTIMIZERx, if RFID breaches any of its representations or warranties hereof or fails to perform in any material respect any of its covenants, agreements or obligations under this Agreement; and

(4) By RFID, if OPTIMIZERx breaches any of its representations or warranties hereof or fails to perform in any material respect any of its covenants, agreements or obligations under this Agreement.

(b) **Effect of Termination.** In the event of termination of this Agreement by either RFID or OPTIMIZERx, as provided herein, this Agreement shall forthwith become void and have no effect, without any liability or obligation on the part of OPTIMIZERx or RFID, and such termination shall not relieve any party hereto for any intentional breach prior to such termination by a party hereto of any of its representations or warranties or any of its covenants or agreements set forth in this Agreement.

(c) **Extension; Waiver.** At any time prior to the Closing Date, the parties may, to the extent legally allowed, (a) extend the time for the performance of any of the obligation of the other acts of the other parties, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto or waive compliance with any of the agreements or conditions contained herein. Any agreement on the part of a party to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party. The failure of any party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights.

(d) **Procedure for Termination, Amendment, Extension or Waiver.** In order to be effective, termination, amendment, extension, or waiver to this Agreement shall require, in the case of either OPTIMIZERx or RFID, action by its respective Board of Directors or the duly authorized designee of such Board of Directors.

[Remainder of page intentionally blank; signature page follows]

In witness whereof, the parties have executed this Agreement concerning the exchange of securities on the date indicated above.

RFID, LTD.

James Vandeberg
By: James Vandeberg
Its: President

OPTIMIZERX CORPORATION

By: David Harrell
Its: CEO

E-Filed

Colorado Secretary of State
Date and Time: 04/15/2008 03:46 PM
Id Number: 19871644805
Document number: 20081209337

Document processing fee
If document is filed on paper $125.00
If document is filed electronically **$ 25.00**
Fees & forms/cover sheets are subject to change.
To file electronically, access instructions for this form/cover sheet and other information or print copies of filed documents, visit www.sos.state.co.us and select Business Center.
Paper documents must be typewritten or machine printed.

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Amendment

filed pursuant to §7-90-301, et seq. and §7-110-106 of the Colorado Revised Statutes (C.R.S.)

ID number: 19871644805

1. Entity name: RFID LTD
(If changing the name of the corporation, indicate name BEFORE the name change)

2. New Entity name: (if applicable) OptimizeRx Corporation

3. Use of Restricted Words *(if any of these terms are contained in an entity name, true name of an entity, trade name or trademark stated in this document, mark the applicable box):*
☐ "bank" or "trust" or any derivative thereof
☐ "credit union" ☐ "savings and loan"
☐ "insurance", "casualty", "mutual", or "surety"

4. Other amendments, if any, are attached.

5. If the amendment provides for an exchange, reclassification or cancellation of issued shares, the attachment states the provisions for implementing the amendment.

6. If the corporation's period of duration as amended is less than perpetual, state the date on which the period of duration expires: _____ *(mm/dd/yyyy)*

OR

If the corporation's period of duration as amended is perpetual, mark this box: ☑

7. *(Optional)* Delayed effective date: _____ *(mm/dd/yyyy)*

Notice:

Causing this document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

8. Name(s) and address(es) of the individual(s) causing the document to be delivered for filing:

Vandeberg (Last) James (First) (Middle) (Suffix)

601 Union St
(Street name and number or Post Office Information)

Seattle (City) WA (State) 98101 (Postal/Zip Code)

(Province – if applicable) United States (Country – if not US)

(The document need not state the true name and address of more than one individual. However, if you wish to state the name and address of any additional individuals causing the document to be delivered for filing, mark this box ☐ *and include an attachment stating the name and address of such individuals.)*

Disclaimer:

This form, and any related instructions, are not intended to provide legal, business or tax advice, and are offered as a public service without representation or warranty. While this form is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form. Questions should be addressed to the user's attorney.

NOTICE:

This "image" is merely a display of information that was filed electronically. It is not an image that was created by optically scanning a paper document.

No such paper document was filed. Consequently, no copy of a paper document is available regarding this document.

Questions? Contact the Business Division. For contact information, please visit the Secretary of State's web site.

Click the following links to view attachments

Attachment 1
Certificate of Amendment to the Articles of Incorp

CERTIFICATE OF AMENDMENT TO THE ARTICLES TO THE ARTICLES OF INCORPORATION OF RFID LTD.

Pursuant to the provisions of the Colorado Business Corporation Act Section 7-110-103, the undersigned Corporation adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the Corporation is "OptimizeRx Corporation".

SECOND: The aggregate number of shares which the Corporation shall have authority to issue is five hundred million (500,000,000) Common Shares of one class, with unlimited voting rights, all with par value of $0.001 and zero (0) Preferred Shares authorized.

THE FOREGOING AMENDMENTS to the Articles of Incorporation was duly authorized by the written consent of a majority of the shareholders of the Corporation, on April 14, 2008.

The vote by which the stockholders holding shares in the Corporation entitling them to exercise at least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series or as may be required by the provisions of the Articles of Incorporation of the Corporation, have voted in favor of the amendment is: 83%.

THIRD: The manner, if not set forth in such amendment, in which any exchange, reclassification, or cancellation of issued shares provided for in the amendment shall be effected, is as follows: Not Applicable.

FOURTH: The name and address of the person who caused this document to be delivered for filing, and to whom the Secretary of State may deliver notice if filing of this document is refused is James Vandeberg, 601 Union Street, Suite 4500, Seattle, WA 98101.

The undersigned Authorized Officer of the Corporation hereby declares that the foregoing Certificate of Amendment to Articles of Incorporation is true and correct to the best of his knowledge and belief.

IN WITNESS WHEREOF, this certificate has been executed by the undersigned on April 14, 2008.

James Vandeberg
CEO, Director

Resignation of James Vandeberg

I, James Vandeberg, sole interim officer and director of OptimizeRx Corporation (f.k.a. RFID Ltd) hereby tender my resignation, effective immediately.

Date: April 30, 2008

James Vandeberg

OptimizeRx Corporation
UNANIMOUS WRITTEN CONSENT IN LIEU OF A SPECIAL MEETING
OF THE BOARD OF DIRECTORS

Pursuant to Colorado Revised Statutes ("CRS") Sections 7-108-202 and 7-108-204 of the Colorado Revised Statutes, the undersigned, being all of the Board of Directors (the "BOD") of OptimizeRx Corporation, a Colorado Company (the "Company"), hereby waive notice and adopt the following resolutions on this 30th day of April, 2008 and hereby consent to the taking of the actions set forth herein:

Acceptance of Resignation of James Vandeberg as Interim Sole Officer and Director

WHEREAS, the BOD has determined it is in the best interest of the Corporation to accept the resignation of James Vandeberg as Interim Sole Officer and Director, effective immediately, as expressed in her resignation letter attached hereto as Exhibit A.

Accordingly as a result of the above, the following resolutions are hereby unanimously approved and adopted by the BOD:

RESOLVED, that the BOD hereby accepts the resignation of James Vandeberg as Interim Sole Officer and Director.

Appointment of David Harrell as President and Chairman

WHEREAS, the BOD of the Corporation deem it in the best interest of the Corporation to appoint David Harrell as President and Chairman;

Accordingly as a result of the above, the following resolutions are hereby unanimously approved and adopted by the BOD:

RESOLVED, that David Harrell is hereby appointed as President and Chairman of the Corporation to become effective immediately.

Appointment of Thomas Majerowicz as Secretary

WHEREAS, the BOD of the Corporation deem it in the best interest of the Corporation to appoint Thomas Majerowicz as Secretary;

Accordingly as a result of the above, the following resolutions are hereby unanimously approved and adopted by the BOD:

RESOLVED, that Thomas Majerowicz is hereby appointed as Secretary of the Corporation to become effective immediately.

Appointment of Terry Hamilton as Director

WHEREAS, the BOD of the Corporation deem it in the best interest of the Corporation to appoint Terry Hamilton as Director;

Accordingly as a result of the above, the following resolutions are hereby unanimously approved and adopted by the BOD:

RESOLVED, that Terry Hamilton is hereby appointed as Director of the Corporation to become effective immediately.

General Authority

WHEREAS, that the BOD and the appropriate officers of this Company are authorized, for and on behalf of this Company, to take all such necessary steps and do all such acts and things as they, or any of them, shall deem necessary or advisable in connection with all matters contemplated herein.

NOW THEREFORE, as a result of the above, the following resolutions are hereby unanimously approved by the BOD:

RESOLVED, that the appropriate officers of this Company, or any of them, are hereby authorized, for and on behalf of this Company, to take all such steps and do all such acts and things as they, or any of them, shall deem necessary or advisable in connection with all matters contemplated by the foregoing resolutions, including, without limitation, the making of any and all payments, the execution and delivery of any and all instruments, certificates, affidavits or other documents required in connection therewith, the signing or endorsement of any checks, the posting of any bonds, and the payment of any fees in such connection, and from time to time to take any and all action to make, execute, verify and file all applications, certificates, documents or other instruments and to do any and all acts and things which any of them shall deem necessary, advisable or appropriate to carry out the intent and purpose of any of the foregoing resolutions, and the taking of any and all such actions and the execution and delivery of any and all documents or instruments in connection with the foregoing shall conclusively establish their authority therefore from this Company and the approval and ratification thereof by this BOD; and

FURTHER RESOLVED, that any and all acts and deeds of any officer of this Company taken prior to the date hereof that are within the authority conferred by the foregoing resolutions are hereby approved, adopted, ratified and confirmed in all respects as the acts and deeds of this Company.

The execution of this Consent shall constitute a written waiver of any notice required by the Colorado Revised Statutes and this Company's Articles of Incorporation and Bylaws.

THEREFORE, the undersigned director hereby executes this Consent to Action as of the date set forth below.

[signature on following page]

EXHIBIT 10.2

SECURITIES PURCHASE AGREEMENT

By and Between

OPTIMIZERx CORPORATION

and

VICIS CAPITAL MASTER FUND

DATED SEPTEMBER 5, 2008

SECURITIES PURCHASE AGREEMENT

This SECURITIES PURCHASE AGREEMENT (the "Agreement"), dated this 5th day of September 2008, is made by and between OPTIMIZERx CORPORATION, a Nevada corporation (the "Company"), and VICIS CAPITAL MASTER FUND (the "Purchaser"), a sub-trust of Vicis Capital Series Master Trust, a unit trust organized and existing under the laws of the Cayman Islands.

R E C I T A L S

WHEREAS, pursuant to the terms and conditions of this Agreement, the Company wishes to issue and sell to the Purchaser the following securities (collectively, the "Securities"): (a) 35 shares (the "Preferred Shares") of the Company's Series A Convertible Preferred Stock, par value $.001 per share (the "Series A Preferred Stock"), with such terms, rights and preferences as are set forth in the Certificate of Designation for the Series A Preferred Stock set forth on Exhibit A attached hereto; and (b) a Series A Warrant to purchase an aggregate of 6,000,000 shares of common stock, par value $.001 per share (the "Common Stock"), of the Company initially at an exercise price of $2.00 per share in the form attached hereto as Exhibit B (the "Series A Warrant" or "Warrant").

WHEREAS, the Purchaser desires to purchase such Securities from the Company according to the terms hereinafter set forth.

NOW, THEREFORE, the Company and the Purchaser hereby agree as follows:

ARTICLE I
PURCHASE AND SALE OF THE SECURITIES

1.1 Purchase and Sale of the Securities. Subject to the terms and conditions hereof and in reliance on the representations and warranties contained herein, or made pursuant hereto, the Company will issue and sell to the Purchaser, and the Purchaser will purchase from the Company at the closing of the transactions contemplated hereby (the "Closing"), the Securities for $3,500,000 (the "Purchase Price") in cash.

1.2 Closing. The Closing shall be deemed to occur at the offices of Quarles & Brady, LLP, 411 East Wisconsin Avenue, Milwaukee, Wisconsin, at 5:00 p.m. CDT on September 5, 2008, or at such other place, date or time as mutually agreeable to the parties (the "Closing Date").

1.3 Closing Matters. On the Closing Date, subject to the terms and conditions hereof, the following actions shall be taken:

(a) The Company, against delivery of payment of the Purchase Price in accordance with Section 1.3(b), will deliver to the Purchaser the documents set forth in Section 5.4 hereof.

(b) The Purchaser shall deliver to the Company the Purchase Price, subject to the holdback of fees pursuant to Section 12.9 hereof, in immediately available funds by wire transfer of immediately available funds in accordance with the instructions of the Company.

1.4 Most Favored Nations Exchange. If the Company completes a private equity or equity-linked financing at any time while any share of Series A Preferred Stock is outstanding, the Purchaser will have the right to exchange all or any such shares at their stated value, plus all accrued but unpaid dividends thereon, for securities in such financing.

1.5 Subsequent Financings.

(a) Other than in connection with a Permitted Issuance (defined below), for the two-year period following the Closing Date, the Purchaser shall have the right to participate up to 100% of each such subsequent financing that involves the sale of securities of the Company (each such financing, a "Subsequent Financing"). At least 15 days prior to the making or accepting of an offer for a Subsequent Financing, the Company shall deliver to the Purchaser a written notice of its intention to effect a Subsequent Financing and the details of such Subsequent Financing (a "Subsequent Financing Notice"). The Subsequent Financing Notice shall describe in reasonable detail the proposed terms of such Subsequent Financing, the amount of proceeds intended to be raised thereunder and the Person (as defined in Section 2.13) with whom such Subsequent Financing is proposed to be effected, and shall include, as an attachment thereto, a term sheet or similar document relating thereto, if any exists. If the Purchaser elects to participate in the Subsequent Financing, the closing of such Subsequent Financing shall be as mutually agreed between the parties participating in such Subsequent Financing. If by 6:30 p.m. (Eastern Time) on the fifteenth day after the Purchaser has received the Subsequent Financing Notice, the Purchaser fails to notify the Company of its election to participate or elects to participate in an amount that is less than the total amount of the Subsequent Financing, then the Company may effect the remaining portion of such Subsequent Financing on the terms and with the Persons set forth in the Subsequent Financing Notice. The Company must provide the Purchaser with a second Subsequent Financing Notice, and the Purchaser will again have the right of participation set forth above in this Section 1.5(a), if the Subsequent Financing subject to the initial Subsequent Financing Notice is not consummated for any reason on the terms set forth in such Subsequent Financing Notice within 90 days after the date of the initial Subsequent Financing Notice.

(b) Notwithstanding the foregoing, Section 1.5(a) shall not apply in respect to the issuance of the following (each, a "Permitted Issuance"):

(i) shares of Common Stock or Options (defined below) issued or issuable in connection with any Approved Stock Plan (defined below), provided that the aggregate amount of Common Stock and Options issued and issuable under all such plans does not exceed ten percent (10%) of the then outstanding shares of Common Stock of the Company;

(ii) shares of Common Stock issued upon conversion or exercise of any Options or Convertible Securities (defined below) that are outstanding on the day immediately preceding the Closing Date, provided that the terms of such Options or Convertible Securities are not amended, modified or changed on or after the Closing Date to lower the conversion or exercise price thereof and so long as the number of shares of Common Stock underlying such securities is not otherwise increased; and

(iii) shares of Common Stock issued in an underwritten public offering in which the gross cash proceeds to the Company (before underwriting discounts, commissions and fees) are at least $10,000,000.

For purposes of this Agreement, "Approved Stock Plan" means any employee benefit plan which has been approved by the Board of Directors of the Company, pursuant to which the Company's securities may be issued to any employee, consultant, officer or director for services provided to the Company, "Convertible Securities" means any stock or other securities (other than Options) directly or indirectly convertible into or exercisable or exchangeable for shares of Common Stock, and "Options" means any rights, warrants or options to subscribe for or purchase shares of Common Stock or Convertible Securities.

ARTICLE II
COMPANY SECURITY DOCUMENTS

2.1 Security Agreement. All of the obligations of the Company under the Preferred Shares shall be secured by a lien on all the personal property and assets of the Company now existing or hereinafter acquired granted pursuant to a security agreement dated of even date herewith between the Company and the Purchaser in the form attached hereto as Exhibit D ("Security Agreement").

2.2 Guaranty. All of the obligations of the Company under the Preferred Shares shall be guaranteed pursuant to a guaranty agreement in the form attached hereto as Exhibit E ("Guaranty Agreement") by each of the subsidiaries of the Company set forth on Schedule 2.2 hereto.

2.3 Guarantor Security Documents. All of the obligations of each Subsidiary under its Guaranty Agreement shall be secured by a lien on all the personal property and assets of such Subsidiary now existing or hereinafter acquired granted pursuant to a guarantor security agreement dated of even date herewith between such Subsidiary and the Purchaser in the form attached hereto as Exhibit F ("Guarantor Security Agreement").

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to the Purchaser as of the date of this Agreement as follows:

3.1 Organization and Qualification. The Company is a corporation duly organized and validly existing and in good standing under the laws of the jurisdiction in which it is incorporated, and has all requisite corporate power and authority to carry on its business as now conducted. The Company is duly qualified as a foreign corporation to do business and is in good standing in every jurisdiction in which its ownership of property or the nature of the business conducted by it makes such qualification necessary, except to the extent that the failure to be so qualified or be in good standing would not have a Material Adverse Effect. As used in this Agreement, "Material Adverse Effect" means any material adverse effect on the business, properties, assets, operations, results of operations, or condition (financial or otherwise) of the Company and its Subsidiaries, taken as a whole, or on the transactions contemplated hereby or by the agreements and instruments to be entered into in connection herewith, or on the authority or ability of the Company to perform its obligations in all material respects under the Transaction Documents (as defined in Section 3.6 hereof).

3.2 Subsidiaries. The Company has no subsidiaries other than those disclosed on Schedule 2.2 attached hereto (each a "Subsidiary", and collectively, the "Subsidiaries'). The Company owns, directly or indirectly, all of the capital stock of each Subsidiary, free and clear of any and all liens, and all the issued and outstanding shares of capital stock of each Subsidiary are validly issued and are fully paid, non-assessable and free of preemptive and similar rights. Each Subsidiary is a corporation duly organized and validly existing and in good standing under the laws of the jurisdiction in which it is incorporated, and has all requisite corporate power and authority to carry on its business as now conducted. Each Subsidiary is duly qualified as a foreign corporation to do business and is in good standing in every jurisdiction in which its ownership of property or the nature of the business conducted by it makes such qualification necessary, except to the extent that the failure to be so qualified or be in good standing would not have a Material Adverse Effect.

3.3 Compliance.

(a) Except as disclosed in Schedule 3.3(a) attached hereto, neither the Company nor any Subsidiary (i) is in default under or in violation of (and no event has occurred that has not been waived that, with notice or lapse of time or both, would result in a default by the Company or any Subsidiary under), nor has the Company or any Subsidiary received notice of a claim that it is in default under or that it is in violation of, any indenture, loan or credit agreement or any other agreement or instrument to which it is a party or by which it or any of its properties is bound, except such that, individually or in the aggregate, such default(s) and violations(s) would not have or reasonably be expect to have a Material Adverse Effect, (ii) is in violation of any order of any court, arbitrator or governmental body, or (iii) is in violation of any of the provisions of its certificate or articles of incorporation, bylaws or other organizational or charter documents.

(b) The business of the Company and each Subsidiary is presently being conducted in accordance with all applicable foreign, federal, state and local governmental laws, rules, regulations and ordinances (including, without limitation, rules and regulations of each governmental and regulatory agency, self regulatory organization and Trading Market applicable to the Company or any Subsidiary), except such that, individually or in the aggregate, the noncompliance therewith would not have or reasonably be expect to have a Material Adverse Effect. The Company has all franchises, permits, licenses, consents and other governmental or regulatory authorizations and approvals necessary for the conduct of its business as now being conducted by it unless the failure to possess such franchises, permits, licenses, consents and other governmental or regulatory authorizations and approvals, individually or in the aggregate, would not have or reasonably be expect to have a Material Adverse Effect, and the Company has not received any written notice of proceedings relating to the revocation or modification of any of the foregoing. For purposes of this Agreement, "Trading Market" means the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the NYSE Arca, the American Stock Exchange, the New York Stock Exchange, the Nasdaq Global Select Market, Nasdaq Global Market, the Nasdaq Capital Market, or any tier of the over-the-counter ("OTC") market.

3.4 Capitalization.

(a) The authorized capital stock of the Company, the number of shares of such capital stock issued and outstanding, and the number of shares of capital stock reserved for issuance upon the exercise or conversion of all outstanding warrants, stock options, and other securities issued by the Company, as of the date hereof, are set forth on Schedule 3.4(a) attached hereto. All of such outstanding shares have been, or upon issuance will be, validly issued, are fully paid and nonassessable.

(b) Except for the Securities, or as disclosed in Schedule 3.4(b) attached hereto:

(i) no holder of shares of the Company's capital stock has any preemptive rights or any other similar rights or has been granted or holds any Liens or encumbrances suffered or permitted by the Company;

(ii) there are no outstanding options, warrants, scrip, rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities or rights convertible into, or exercisable or exchangeable for, any shares of capital stock of the Company or any Subsidiary, or contracts, commitments, understandings or arrangements by which the Company or any Subsidiary is or may become bound to issue additional shares of capital stock of the Company or any Subsidiary or options, warrants, scrip, rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities or rights convertible into, or exercisable or exchangeable for, any shares of capital stock of the Company or any Subsidiary;

(iii) there are no outstanding debt securities, notes, credit agreements, credit facilities or other agreements, documents or instruments evidencing Indebtedness (as defined in Section 3.13 hereof) of the Company or any Subsidiary in excess of $100,000 or by which the Company or any Subsidiary is or may become bound and involves Indebtedness in excess of $100,000;

(iv) there are no financing statements securing obligations in any material amounts, either singly or in the aggregate, filed in connection with the Company or its Subsidiaries;

(v) there are no agreements or arrangements under which the Company or any Subsidiary is obligated to register the sale of any of their securities under the Securities Act of 1933, as amended (the "Securities Act");

(vi) there are no outstanding securities or instruments of the Company or any Subsidiary that contain any redemption or similar provisions, and there are no contracts, commitments, understandings or arrangements by which the Company or any Subsidiary is or may become bound to redeem a security of the Company or a Subsidiary;

(vii) there are no securities or instruments containing antidilution or similar provisions that will be triggered by the issuance of the Securities; and

(viii) the Company does not have any stock appreciation rights or "phantom stock" plans or agreements or any similar plan or agreement.

3.5 Issuance of Securities.

(a) The Securities to be issued hereunder are duly authorized and, upon payment and issuance in accordance with the terms hereof, shall be free from all taxes, Liens and charges with respect to the issuance thereof. As of the Closing Date, the Company has authorized and has reserved free of preemptive rights and other similar contractual rights of stockholders, a number of its authorized but unissued shares of Common Stock equal to one hundred percent (100%) of the aggregate number of shares of Common Stock to effect the conversion of the Preferred Shares (the "Conversion Shares") and one hundred percent (100%) of the aggregate number of shares of Common Stock to effect the exercise of the Warrant (the "Warrant Shares").

(b) The Conversion Shares and Warrant Shares, when issued and paid for upon conversion of the Preferred Shares and exercise of the Warrant, as the case may be, will be validly issued, fully paid and nonassessable and free from all taxes, Liens and charges with respect to the issue thereof, with the holders being entitled to all rights accorded to a holder of the Common Stock.

(c) Assuming the accuracy of each of the representations and warranties made by the Purchaser and set forth in Article IV hereof (and assuming no change in applicable law and no unlawful distribution of the Securities by the Purchaser or other Persons), the issuance by the Company to the Purchaser of the Securities is exempt from registration under the Securities Act.

3.6 Authorization; Enforcement; Validity. The Company has the requisite corporate power and authority to enter into and perform its obligations under this Agreement, the Registration Rights Agreement to be entered into between the Company and the Purchaser on even date herewith in the form attached hereto as Exhibit C (the "Registration Rights Agreement"), the Certificate of Designation for the Series A Preferred Stock, and the Warrant, and each of the other agreements or instruments entered into by the parties hereto in connection with the transactions contemplated by this Agreement (collectively, the "Transaction Documents") and to issue the Securities (including without limitation, the Conversion Shares and Warrant Shares) in accordance with the terms hereof and thereof. The execution and delivery of the Transaction Documents by the Company and the consummation by the Company of the transactions contemplated hereby and thereby, including, without limitation, the issuance of the Preferred Shares and the Warrant, have been duly authorized by the Board, and no further consent or authorization is required by the Company, the Board or its stockholders. This Agreement and the other Transaction Documents have been duly executed and delivered by the Company, and constitute the legal, valid and binding obligations of the Company enforceable against the Company in accordance with their respective terms, except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other laws of general application affecting enforcement of creditors' rights and remedies generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law or by principles of public policy thereunder.

3.7 Dilutive Effect. The Company understands and acknowledges that its obligation to issue the Conversion Shares and Warrant Shares upon conversion of the Preferred Shares and exercise of the Warrant, as the case may be, is absolute and unconditional regardless of the dilutive effect that such issuance may have on the ownership interests of other stockholders of the Company.

3.8 No Conflicts. The execution, delivery and performance of the Transaction Documents by the Company and the consummation by the Company of the transactions contemplated hereby and thereby (including, without limitation, the reservation for issuance of the Conversion Shares and Warrant Shares) will not (i) result in a violation of any articles or certificate of incorporation, any certificate of designation, preferences and rights of any outstanding series of preferred stock, bylaws or similar charter or organizational document of the Company or any Subsidiary or (ii) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any material agreement, indenture or instrument to which the Company or any Subsidiary is a party (except where such defaults, conflicts, rights of termination, amendment, acceleration or cancellation have been waived or postponed until the fulfillment of the Company's obligations under the Transaction Documents), or (iii) result in a violation of any federal, state, local or foreign statute, rule, regulation, order, judgment or decree (including federal and state securities laws and regulations and rules and regulations of any governmental or any regulatory agency, self-regulatory organization, or Trading Market applicable to the Company) or by which any property or asset of the Company are bound or affected, except in the case of clauses (ii) and (iii), for such breaches, violations or defaults as would not be reasonably expected to have a Material Adverse Effect.

3.9 Governmental Consents. Except for (i) the filing of a registration statement pursuant to the Registration Rights Agreement, (ii) application(s) to each Trading Market for the listing of the Conversion Shares and Warrant Shares for trading thereon in the time and manner required thereby, and (iii) the filing of Form D with the Commission and such filings as are required to be made under applicable state securities laws, the Company is not required to obtain any consent, authorization or order of, or make any filing or registration with, any court, governmental or any regulatory agency, self-regulatory organization or any other Person in order for it to execute, deliver or perform any of its obligations under or contemplated by the Transaction Documents, in each case, in accordance with the terms hereof or thereof. The Company is unaware of any facts or circumstances relating to the Company or its Subsidiaries which might prevent the Company from obtaining or effecting any of the foregoing.

3.10 Registration and Approval of Sale of Securities. Based in material part upon the representations and warranties herein (and in the other Transaction Documents) of the Purchaser, the Company has complied and will comply with all applicable federal and state securities laws in connection with the offer, issuance and sale of the Securities hereunder. Assuming the accuracy of the representations and warranties in Article VI hereof (and assuming no change in applicable law and no unlawful distribution of the Securities by the Purchaser or other Persons), no registration under the Securities Act is required for the offer and sale of the Securities by the Company to the Purchaser as is contemplated hereby. Neither the Company nor any Person acting on its behalf, directly or indirectly, has or will sell, offer to sell or solicit offers to buy any of the Securities or similar securities to, or solicit offers with respect thereto from, or enter into any negotiations relating thereto with, any Person, or has taken or will take any action so as to either (a) bring the issuance and sale

of any of the Securities under the registration provisions of the Securities Act or applicable state securities laws, or (b) trigger shareholder approval provisions under the rules or regulations of any Trading Market. Neither the Company nor any of its affiliates that it controls, nor any Person acting on its or their behalf, has: (x) engaged in any form of general solicitation or general advertising (within the meaning of Regulation D under the Securities Act) in connection with the offer or sale of any of the Securities; or (y) directly or indirectly made any offers or sales of any security or solicited any offers to buy any security under circumstances that would cause the offering of the Securities pursuant to this Agreement to be integrated with prior offerings by the Company for purposes of the Securities Act in a manner that would prevent the Company from selling the Securities pursuant to Regulation D and Rule 506 thereof under the Securities Act, nor will the Company or any of its affiliates that it controls or Persons acting on its or their behalf engage in any form of general solicitation or take any action or steps that would cause the offering of the Securities to be integrated with other offerings.

3.11 Placement Agent's Fees. Except as set forth on Schedule 3.11, no brokerage or finder's fee or commission are or will be payable to any Person with respect to the transactions contemplated by this Agreement based upon arrangements made by the Company or any of its affiliates. The Company agrees that it shall be responsible for the payment of any placement agent's fees, financial advisory fees, or brokers' commissions (other than for Persons engaged by the Purchaser or any of its affiliates) relating to or arising out of the transactions contemplated hereby. The Company shall pay, and hold the Purchaser harmless against, any liability, loss or expense (including, without limitation, reasonable attorney's fees and out-of-pocket expenses) arising in connection with any claim for any such fees or commissions.

3.12 Litigation. Except as disclosed in Schedule 3.12 attached hereto, there is no action, suit, written notice of violation, or written notice of any proceeding pending or, to the knowledge of the Company, threatened against or affecting the Common Stock or the Company, any Subsidiary or any of their respective executive officers, directors or properties before or by any court, arbitrator, governmental or administrative agency, regulatory authority (federal, state, county, local or foreign), self regulatory authority or Trading Market (collectively, an "Action") which (i) adversely affects or challenges the legality, validity or enforceability of any of the Transaction Documents or the Securities or (ii) would, if there were an unfavorable decision, have or reasonably be expected to result in a Material Adverse Effect. To the Company's knowledge, neither the Company nor any Subsidiary, nor any director or executive officer thereof (in his/her capacity as such), is or, within the last five years, has been the subject of any Action involving a claim of violation of or liability under federal or state securities laws or a claim of breach of fiduciary duty. To the knowledge of the Company, there has not been, and there is not pending or threatened in writing, any investigation by the United States Securities and Exchange Commission (the "Commission" or "SEC") involving the Company or any current director or executive officer of the Company. The Commission has not issued any stop order or other order suspending the effectiveness of any registration statement filed by the Company under the Securities Act. There is no action, suit, claim, investigation, arbitration, alternate dispute resolution proceeding or other proceeding pending or, to the knowledge of the Company, threatened in writing against or involving the Company or any of its properties or assets, which individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect. There are no outstanding orders, judgments, injunctions, awards or decrees of any court, arbitrator or governmental or regulatory body against the Company or any executive officers or directors of the Company in their capacities as such, which individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect.

3.13 Indebtedness and Other Contracts. Except as disclosed in Schedule 3.13 attached hereto, neither the Company nor any Subsidiary (a) has any outstanding Indebtedness (as defined below in this Section 3.13), (b) is a party to any contract, agreement or instrument, the violation of which, or default under, by any other party to such contract, agreement or instrument would result in a Material Adverse Effect, (c) is in violation of any term of or in default under any contract, agreement or instrument relating to any Indebtedness, except where such violations and defaults would not result, individually or in the aggregate, in a Material Adverse Effect, or (d) is a party to any contract, agreement or instrument relating to any Indebtedness, the performance of which, in the judgment of the Company's officers, has or is expected to have a Material Adverse Effect. For purposes of this Agreement: (x) "Indebtedness" of any Person means, without duplication (i) all indebtedness for borrowed money, (ii) all obligations issued, undertaken or assumed as the deferred purchase price of property or services (other than trade payables entered into in the ordinary course of business), (iii) all reimbursement or payment obligations with respect to letters of credit, surety bonds and other similar instruments, (iv) all obligations evidenced by notes, bonds, debentures or similar instruments, including obligations so evidenced incurred in connection with the acquisition of property, assets or businesses, (v) all indebtedness created or arising under any conditional sale or other title retention agreement, or incurred as financing, in either case with respect to any property or assets acquired with the proceeds of such indebtedness (even though the rights and remedies of the seller or bank under such agreement in the event of default are limited to repossession or sale of such property), (vi) all monetary obligations under any leasing or similar arrangement which, in connection with generally accepted accounting principles, consistently applied for the periods covered thereby, is classified as a capital lease, (vii) all indebtedness referred to in clauses (i) through (vi) above secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any mortgage, Lien, pledge, change, security interest or other encumbrance upon or in any property or assets (including accounts and contract rights) owned by any Person, even though the Person which owns such assets or property has not assumed or become liable for the payment of such indebtedness, and (viii) all Contingent Obligations in respect of indebtedness or obligations of others of the kinds referred to in clauses (i) through (vii) above; (y) "Contingent Obligation" means, as to any Person, any direct or indirect liability, contingent or otherwise, of that Person with respect to any indebtedness, lease, dividend or other obligation of another Person if the primary purpose or intent of the Person incurring such liability, or the primary effect thereof, is to provide assurance to the obligee of such liability that such liability will be paid or discharged, or that any agreements relating thereto will be complied with, or that the holders of such liability will be protected (in whole or in part) against loss with respect thereto; and (z) "Person" means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization and a government or any department or agency thereof.

3.14 Securities Periodic Reporting. The Company is not required to file reports under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), including pursuant to Section 13(a) or 15(d) thereof, and has not been so required since August 1, 2006.

3.15 Absence of Certain Changes or Developments. Except as disclosed in Schedule 3.15 attached hereto or as contemplated herein and in the Transaction Documents, since December 31, 2006:

(a) there has been no Material Adverse Effect, and no event or circumstance has occurred or exists with respect to the Company or its businesses, properties, operations or financial condition, which, under the Exchange Act, Securities Act, or rules or regulations of any Trading Market, required or requires public disclosure or announcement by the Company, but which has not been so publicly announced or disclosed;

(b) the Company has not:

(i) issued any stock, bonds or other corporate securities or any right, options or warrants with respect thereto, except pursuant to the exercise or conversion of securities outstanding as of such date;

(ii) borrowed any amount in excess of $250,000 or incurred or become subject to any other liabilities in excess of $250,000 (absolute or contingent) except current liabilities incurred in the ordinary course of business which are comparable in nature and amount to the current liabilities incurred in the ordinary course of business during the comparable portion of its prior fiscal year, as adjusted to reflect the current nature and volume of the business of the Company;

(iii) discharged or satisfied any Lien or encumbrance in excess of $250,000 or paid any obligation or liability (absolute or contingent) in excess of $250,000, other than current liabilities paid in the ordinary course of business and payments of principal and interest to Gottbetter;

(iv) declared or made any payment or distribution of cash or other property to stockholders with respect to its stock, or purchased or redeemed, or made any agreements so to purchase or redeem, any shares of its capital stock, in each case in excess of $50,000 individually or $100,000 in the aggregate;

(v) sold, assigned or transferred any other tangible assets, or canceled any debts or claims, in each case in excess of $250,000, except in the ordinary course of business;

(vi) sold, assigned or transferred any patent rights, trademarks, trade names, copyrights, trade secrets or other intangible assets or intellectual property rights in excess of $250,000, or disclosed any proprietary confidential information to any person except to customers in the ordinary course of business;

(vii) suffered any material losses or waived any rights of material value, whether or not in the ordinary course of business, or suffered the loss of any material amount of prospective business;

(viii) made any changes in employee compensation except in the ordinary course of business and consistent with past practices;

(ix) made capital expenditures or commitments therefor that aggregate in excess of $250,000;

(x) entered into any material transaction outside the ordinary course of business;

(xi) made charitable contributions or pledges in excess of $10,000;

(xii) suffered any material damage, destruction or casualty loss, whether or not covered by insurance;

(xiii) experienced any material problems with labor or management in connection with the terms and conditions of their employment;

(xiv) altered its method of accounting, except to the extent required by GAAP;

(xv) issued any equity securities to any officer, director or affiliate (as such term is defined in Rule 144 of the Securities Act), except pursuant to existing Company stock, option, equity incentive or similar incentive plans; or

(xvi) entered into an agreement, written or otherwise, to take any of the foregoing actions.

3.16 Solvency. The Company has not taken, nor does it have any intention to take, any steps to seek protection pursuant to any bankruptcy or similar law. The Company does not have any actual knowledge nor has it received any written notice that its creditors intend to initiate involuntary bankruptcy proceedings or any actual knowledge of any fact that, as of the date hereof, would reasonably lead a creditor to do so. After giving effect to the transactions contemplated hereby to occur at the Closing, the Company will not be Insolvent (as hereinafter defined). For purposes of this Agreement, "Insolvent" means (i) the present fair saleable value of the Company's assets is less than the amount required to pay the Company's total Indebtedness, contingent or otherwise, (ii) the Company is unable to pay its debts and liabilities, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured, (iii) the Company intends to incur or believes that it will incur debts that would be beyond its ability to pay as such debts mature or (iv) the Company has unreasonably small capital with which to conduct the business in which it is engaged as such business is now conducted and is proposed to be conducted.

3.17 Off-Balance Sheet Arrangements. There is no transaction, arrangement, or other relationship between the Company and an unconsolidated or other off-balance sheet entity that is required to be disclosed by the Company in its Exchange Act filings and is not so disclosed or that if made or not made would be reasonably likely to have a Material Adverse Effect.

3.18 Foreign Corrupt Practices. None of the Company, any Subsidiary, nor any of their respective directors, officers, agents, employees or other Persons acting on behalf of such subsidiaries has, in the course of their respective actions for or on behalf of the Company or any of its subsidiaries (a) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity, (b) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds, (c) violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended or (d) made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any foreign or domestic government official or employee.

3.19 Transactions With Affiliates. Except as disclosed in Schedule 3.19 attached hereto, none of the officers, directors or employees of the Company is presently a party to any transaction with the Company or any Subsidiary (other than for ordinary course services as employees, officers or directors), including any contract, agreement or other arrangement providing for the furnishing of services to or by, providing for rental of real or personal property to or from, or otherwise requiring payments to or from any such officer, director or employee or, to the knowledge of the Company, any corporation, partnership, trust or other entity in which any such officer, director, or employee has a substantial interest or is an officer, director, trustee or partner.

3.20 Insurance. Except as disclosed in Schedule 3.20 attached hereto, the Company and each Subsidiary are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as management of the Company believes to be prudent and customary in the businesses in which the Company and each Subsidiary are engaged. Neither the Company nor any Subsidiary has been refused any insurance coverage sought or applied for and neither the Company nor any Subsidiary has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not have a Material Adverse Effect.

3.21 Employee Relations. Neither the Company nor any Subsidiary is a party to any collective bargaining agreement or employs any member of a union. No Executive Officer of the Company (as defined in Rule 501(f) of the Securities Act) has notified the Company that such officer intends to leave the Company or otherwise terminate such officer's employment with the Company. No Executive Officer of the Company, to the knowledge of the Company, is, or is now, in violation of any material term of any employment contract, confidentiality, disclosure or proprietary information agreement, non-competition agreement, or any other contract or agreement or any restrictive covenant, and, to the actual knowledge of the Company, the continued employment of each such executive officer does not subject the Company or any Subsidiary to any liability with respect to any of the foregoing matters. The Company and each Subsidiary are in compliance with all federal, state, local and foreign laws and regulations respecting employment and employment practices, terms and conditions of employment and wages and hours, except where failure to be in compliance would not, either individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

3.22 Title. Except as set forth in Schedule 3.22, the Company and each Subsidiary have good and marketable title to all personal property owned by them which is material to their respective business, in each case free and clear of all Liens. Any real property and facilities held under lease by the Company or any Subsidiary are held by them under valid, subsisting and enforceable leases with such exceptions as are not material and do not interfere with the use made and proposed to be made of such property and buildings by the Company or any Subsidiary.

3.23 Intellectual Property Rights. The Company and its Subsidiaries own or possess the rights to use all patents, trademarks, domain names (whether or not registered) and any patentable improvements or copyrightable derivative works thereof, websites and intellectual property rights relating thereto, service marks, trade names, copyrights, licenses and authorizations which are necessary for the conduct of its business as now conducted (collectively, the "Intellectual Property Rights") without any conflict with the rights of others, except any failures as, individually or in the aggregate, are not reasonably likely to have a Material Adverse Effect. Neither the Company nor any Subsidiary has received a written notice that the Intellectual Property Rights used by the Company or any Subsidiary violates or infringes upon the rights of any Person. To the knowledge of the Company, all such Intellectual Property Rights are enforceable and there is no existing infringement by another Person of any of the Intellectual Property Rights. The Company and its Subsidiaries have taken reasonable measures to protect the value of the Intellectual Property Rights.

3.24 Environmental Laws. The Company and each of its Subsidiaries (a) are in compliance with any and all Environmental Laws (as hereinafter defined), (b) have received all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses and (c) are in compliance with all terms and conditions of any such permit, license or approval where, in each of the foregoing clauses (a), (b) and (c), the failure to so comply could be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect. The term "Environmental Laws" means all federal, state, local or foreign laws relating to pollution or protection of human health or the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata), including, without limitation, laws relating to emissions, discharges, releases or threatened releases of chemicals, pollutants, contaminants, or toxic or hazardous substances or wastes (collectively, "Hazardous Materials") into the environment, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials, as well as all authorizations, codes, decrees, demands or demand letters, injunctions, judgments, licenses, notices or notice letters, orders, permits, plans or regulations issued, entered, promulgated or approved thereunder.

3.25 Tax Matters. The Company and each of its Subsidiaries (a) have made or filed all federal and state income and all other tax returns, reports and declarations required by any jurisdiction to which it is subject, (b) have paid all taxes and other governmental assessments and charges that are material in amount, shown or determined to be due on such returns, reports and declarations, except those being contested in good faith and (c) have set aside on its books reasonably adequate provision for the payment of all taxes for periods subsequent to the periods to which such returns, reports or declarations apply, except where such failure would not have a Material Adverse Effect. There are no unpaid taxes in any material amount claimed to be due by the taxing authority of any jurisdiction, and the officers of the Company know of no basis for any such claim.

3.26 Sarbanes-Oxley Act; Internal Accounting and Disclosure Controls. The Company is in compliance in all material respects with the requirements of the Sarbanes-Oxley Act of 2002 that are effective as of the date hereof and applicable to it, and any and all rules and regulations promulgated by the SEC thereunder that are effective and applicable to it as of the date hereof. The Company maintains a system of internal accounting controls sufficient, in the judgment of the Company's board of directors, to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability, (iii) access to assets is permitted only in accordance with management's general or specific authorization and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate actions are taken with respect to any differences. The Company has established disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the Company and designed such disclosure controls and procedures to ensure that material information relating to the Company, including its Subsidiaries, is made known to the certifying officers by others within those entities, particularly during the period in which the Company's most recently filed periodic report under the Exchange Act, as the case may be, is being prepared. The Company's certifying officers have evaluated the effectiveness of the Company's controls and procedures as of the date prior to the filing date of the most recently filed periodic report under the Exchange Act (such date, the "Evaluation Date"). The Company presented in its most recently filed periodic report under the Exchange Act the conclusions of the certifying officers about the effectiveness of the disclosure controls and procedures based on their evaluations as of the Evaluation Date. Since the Evaluation Date, there have been no significant changes in the Company's internal controls (as such term is defined in Item 307(c) of Regulation S-K under the Exchange Act) or, to the Company's knowledge, in other factors that could significantly affect the Company's internal controls. The Company maintains and will continue to maintain a standard system of accounting established and administered in accordance with GAAP and the applicable requirements of the Exchange Act.

3.27 Investment Company Status. The Company is not, and immediately after receipt of payment for the Securities will not be, an "investment company," an "affiliated person" of, "promoter" for or "principal underwriter" for, or an entity "controlled" by an "investment company," within the meaning of the Investment Company Act of 1940, as amended.

3.28 Material Contracts. Each contract of the Company that involves expenditures or receipts in excess of $500,000 (each, a "Material Contract") is in full force and effect and is valid and enforceable in accordance with its terms. The Company is and has been in material compliance with all applicable terms and requirements of each Material Contract and no event has occurred or circumstance exists that (with or without notice or lapse of time) may contravene, conflict with or result in a violation or breach of, or give the Company or any other entity the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or to cancel, terminate or modify any Material Contract. The Company has not given or received from any other Person any notice or other communication (whether oral or written) regarding any actual, alleged, possible or potential violation or breach of, or default under, any Material Contract.

3.29 Inventory. All inventory of the Company consists of a quality and quantity usable and salable in the ordinary course of business, except for obsolete items and items of below-standard quality, all of which have been or will be written off or written down to net realizable value on the unaudited consolidated balance sheet of the Company and its Subsidiaries as of June 30, 2008. The quantities of each type of inventory (whether raw materials, work-in-process, or finished goods) are not excessive, but are reasonable and warranted in the present circumstances of the Company.

3.30 No Disagreements with Accountants. There are no disagreements of any kind presently existing, or reasonably anticipated by the Company to arise, between the Company and the accountants formerly or presently employed by the Company.

3.31 Ranking of Series A Preferred Stock. No capital stock or other security issued by the Company is senior to the Series A Preferred Stock in right of payment, whether with respect of payment of redemptions, interest, damages or upon liquidation or dissolution or otherwise.

3.32 Manipulation of Price. The Company has not, and to its knowledge no one acting on its behalf has, taken, directly or indirectly, any action designed to cause or to result or that could reasonably be expected to cause or result, in the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of any of the Securities.

3.33 Listing and Maintenance Requirements. The Company has not, in the 12 months preceding the date hereof, received notice from any Trading Market on which the Common Stock is or has been listed or quoted to the effect that the Company is not in compliance with the listing or maintenance requirements of such Trading Market. The Company is in compliance with all such maintenance requirements.

3.34 Application of Takeover Protections. The Company and its Board of Directors have taken all necessary action, if any, in order to render inapplicable any control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or other similar anti-takeover provision under the Company's Certificate of Incorporation (or similar charter documents) or the laws of its state of incorporation that is or could become applicable to the Purchaser as a result of the Purchaser and the Company fulfilling their obligations or exercising their rights under the Transaction Documents, including without limitation the Company's issuance of the Securities and the Purchaser's ownership of the Securities.

3.35 OFAC. Neither the issuance of the Securities to the Purchaser, nor the use of the respective proceeds thereof by the Company, shall cause the Company to violate the U.S. Bank Secrecy Act, as amended, and any applicable regulations thereunder or any of the sanctions programs administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") of the United States Department of Treasury, any regulations promulgated thereunder by OFAC or under any affiliated or successor governmental or quasi-governmental office, bureau or agency and any enabling legislation or executive order relating thereto. Without limiting the foregoing, the Lender (i) is not a person whose property or interests in property are blocked or subject to blocking pursuant to Section 1 of Executive Order 13224 of September 23, 200l Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)), (ii) does not engage in any dealings or transactions prohibited by Section 2 of such executive order, or is otherwise associated with any such person in any manner violative of Section 2, or (iii) is not a person on the list of Specially Designated Nationals and Blocked Persons or subject to the limitations or prohibitions under any other OFAC regulation or executive order.

3.36 Disclosure. All disclosure provided to the Purchaser regarding the Company, its business and the transactions contemplated hereby, including the Schedules to this Agreement, furnished by or on behalf of the Company are true and correct and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading; provided however, the Company makes no representation as to studies and reports prepared by third parties not engaged by the Company and included in the materials delivered to Purchaser.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser hereby represents and warrants to the Company as of the date of this Agreement as follows:

4.1 Organization; Authority. The Purchaser is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization with full right, corporate or partnership power and authority to enter into and to consummate the transactions contemplated by the Transaction Documents and otherwise to carry out its obligations thereunder. The execution, delivery and performance by the Purchaser of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate or similar action on the part of the Purchaser. Each Transaction Document to which it is a party has been duly executed by the Purchaser, and when delivered by the Purchaser in accordance with the terms hereof, will constitute the valid and legally binding obligation of the Purchaser, enforceable against it in accordance with its terms, except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

4.2 Own Account. The Purchaser understands that the Securities are "restricted securities" and have not been registered under the Securities Act or any applicable state securities law and is acquiring the Securities as principal for its own account and not with a view to or for distributing or reselling such Securities or any part thereof except in compliance with the Securities Act, has no present intention of distributing any of such Securities and has no arrangement or understanding with any other persons regarding the distribution of such Securities (this representation and warranty not limiting the Purchaser's right to sell the Securities pursuant to a Registration Statement (defined below) or otherwise in compliance with applicable federal and state securities laws), except in compliance with the Securities Act. The Purchaser is acquiring the Securities hereunder in the ordinary course of its business. The Purchaser does not have any agreement or understanding, directly or indirectly, with any Person to distribute any of the Securities.

4.3 Purchaser Status. At the time the Purchaser was offered the Securities, it was, and at the date hereof it is, either: (i) an "accredited investor" as defined in Rule 501(a)(1), (a)(2), (a)(3), (a)(7) or (a)(8) under the Securities Act or (ii) a "qualified institutional buyer" as defined in Rule 144A(a) under the Securities Act.

4.4 Experience of Such Purchaser. The Purchaser, either alone or together with its representatives, has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Securities, and has so evaluated the merits and risks of such investment. The Purchaser is able to bear the economic risk of an investment in the Securities and, at the present time, is able to afford a complete loss of such investment.

4.5 General Solicitation. The Purchaser is not purchasing the Securities as a result of any advertisement, article, notice or other communication regarding the Securities published in any newspaper, magazine or similar media or broadcast over television or radio or presented at any seminar or any other general solicitation or general advertisement.

ARTICLE V
CONDITIONS TO CLOSING OF THE PURCHASER

The obligation of the Purchaser to purchase the Securities at the Closing is subject to the fulfillment to the Purchaser's satisfaction on or prior to the Closing Date of each of the following conditions, any of which may be waived by such Purchaser:

5.1 Representations and Warranties Correct. The representations and warranties in Article III hereof shall be true and correct when made, and shall be true and correct on the Closing Date with the same force and effect as if they had been made on and as of the Closing Date.

5.2 Performance. All covenants, agreements and conditions contained in this Agreement to be performed or complied with by the Company on or prior to the Closing Date shall have been performed or complied with by the Company in all material respects.

5.3 No Impediments. Neither the Company nor the Purchaser shall be subject to any order, decree or injunction of a court or administrative agency of competent jurisdiction that prohibits the transactions contemplated hereby or would impose any material limitation on the ability of such Purchaser to exercise full rights of ownership of the Securities. At the time of the Closing, the purchase of the Securities to be purchased by the Purchaser hereunder shall be legally permitted by all laws and regulations to which the Purchaser and the Company are subject.

5.4 Other Agreements and Documents. The Company shall have delivered the following agreements and documents:

(a) Certificates, registered in the name of the Purchaser, representing the Preferred Shares;

(b) The Series A Warrant in the form of Exhibit B attached hereto;

(c) The Registration Rights Agreement in the form of Exhibit C hereto, executed by the Company;

(d) The Security Agreement in the form of Exhibit D hereto, executed by the Company;

(e) The Guaranty Agreement in the form of Exhibit E attached hereto executed by each Subsidiary;

(f) The Guarantor Security Agreement in the form of Exhibit F attached hereto, executed by each Subsidiary;

(g) An opinion of counsel to the Company, dated the date of the Closing, substantially in the form of Exhibit G hereto, with such exceptions and limitations as shall be reasonably acceptable to counsel to the Purchaser;

(h) Reserved;

(i) A Certificate of Good Standing from the state of incorporation of the Company and each Subsidiary; and

(j) A certificate of an officer of the Company, dated the Closing Date, certifying (i) the fulfillment of the conditions specified in Sections 4.1 and 4.2 of this Agreement, (ii) the Board resolutions approving this Agreement and the transactions contemplated hereby, (iii) the articles of incorporation and bylaws of the Company, each as amended as of the Closing Date; (iv) the names of each officer and director of the Company as of the Closing Date; and (v) such other matters as the Purchaser shall reasonably request.

5.5 Certificate of Designation. The Company shall have filed the Certificate of Designation for the Series A Preferred Stock in the form attached hereto as Exhibit A with the Nevada Secretary of State.

5.6 Trading Markets. The listing or trading of the Conversion Shares and Warrant Shares on each Trading Market shall have been approved by such Trading Market authority.

5.7 Due Diligence Investigation. No fact shall have been discovered, whether or not reflected in the Schedules hereto, which in the Purchaser's determination would make the consummation of the transactions contemplated by this Agreement not in the Purchaser's best interests.

ARTICLE VI
CONDITIONS TO CLOSING OF THE COMPANY

The Company's obligation to sell the Securities at the Closing is subject to the fulfillment to its satisfaction on or prior to the Closing Date of each of the following conditions:

6.1 Representations. The representations made by the Purchaser pursuant to Article VI hereof shall be true and correct when made and shall be true and correct on the Closing Date.

6.2 No Impediments. Neither the Company nor the Purchaser shall be subject to any order, decree or injunction of a court or administrative agency of competent jurisdiction that prohibits the transactions contemplated hereby or would impose any material limitation on the ability of the Purchaser to exercise full rights of ownership of the Securities. At the time of the Closing, the purchase of the Securities to be purchased by the Purchaser hereunder shall be legally permitted by all laws and regulations to which the Purchaser and the Company are subject.

ARTICLE VII
AFFIRMATIVE COVENANTS

The Company hereby covenants and agrees, so long as any Preferred Share remains outstanding, as follows:

7.1 Maintenance of Corporate Existence. The Company shall and shall cause its subsidiaries to, maintain in full force and effect its corporate existence, rights and franchises and all material terms of licenses and other rights to use licenses, trademarks, trade names, service marks, copyrights, patents or processes owned or possessed by it and necessary to the conduct of its business, except where the failure to maintain such corporate existence, rights, franchises, licenses and rights to use licenses, trademarks, trade names, service marks, copyrights, patents or processes would not (a) result in a Material Adverse Effect or (b) materially adversely affect the rights of Purchaser under any Transaction Document.

7.2 Maintenance of Properties. The Company shall and shall cause its subsidiaries to, keep each of its properties necessary to the conduct of its business in good repair, working order and condition, reasonable wear and tear excepted, and from time to time make all needful and proper repairs, renewals, replacements, additions and improvements thereto; and the Company shall and shall cause its subsidiaries to at all times comply with each material provision of all material leases to which it is a party or under which it occupies property.

7.3 Payment of Taxes. The Company shall and shall cause its subsidiaries to, promptly pay and discharge, or cause to be paid and discharged when due and payable, all lawful taxes, assessments and governmental charges or levies imposed upon the income, profits, assets, property or business of the Company and its subsidiaries; provided, however, that any such tax, assessment, charge or levy need not be paid if the validity thereof shall be contested timely and in good faith by appropriate proceedings, if the Company or its subsidiaries shall have set aside on its books adequate reserves with respect thereto, and the failure to pay shall not be prejudicial in any material respect to the holders of the Securities, and provided, further, that the Company or its subsidiaries will pay or cause to be paid any such tax, assessment, charge or levy forthwith upon the commencement of proceedings to foreclose any Lien which may have attached as security therefor.

7.4 Payment of Indebtedness. The Company shall, and shall cause its subsidiaries to, pay or cause to be paid when due all Indebtedness incident to the operations of the Company or its subsidiaries (including, without limitation, claims or demands of workmen, materialmen, vendors, suppliers, mechanics, carriers, warehousemen and landlords) which, if unpaid might become a Lien (except for Permitted Liens) upon the assets or property of the Company or its subsidiaries, except where the Company (or its subsidiary, as the case may be) disputes the payment of such Indebtedness in good faith by appropriate proceedings.

7.5 Reservation of Common Stock. The Company shall continue to reserve, free of preemptive rights and other similar contractual rights of stockholders, a number of its authorized but unissued shares of Common Stock not less than one hundred percent (100%) of the aggregate number of shares of Common Stock to effect the conversion of the Preferred Shares and one hundred percent (100%) of the aggregate number of shares of Common Stock to effect the exercise of the Warrant.

7.6 Maintenance of Insurance. The Company shall and shall cause its subsidiaries to, keep its assets which are of an insurable character insured by financially sound and reputable insurers against loss or damage by theft, fire, explosion and other risks customarily insured against by companies in the line of business of the Company or its subsidiaries, in amounts sufficient to prevent the Company and its subsidiaries from becoming a co-insurer of the property insured; and the Company shall and shall cause its subsidiaries to maintain, with financially sound and reputable insurers, insurance against other hazards and risks and liability to persons and property to the extent and in the manner customary for companies in similar businesses similarly situated or as may be required by law, including, without limitation, general liability, fire and business interruption insurance, and product liability insurance as may be required pursuant to any license agreement to which the Company or its subsidiaries is a party or by which it is bound.

7.7 Notice of Adverse Change. The Company shall promptly give notice to all holders of any Securities (but in any event within seven (7) days) after becoming aware of the existence of any condition or event which constitutes, or the occurrence of, any of the following:

(a) any event of noncompliance by the Company or its subsidiaries under this Agreement in any material respect;

(b) the institution of an action, suit or proceeding against the Company or any subsidiary before any court, administrative agency or arbitrator, including, without limitation, any action of a foreign government or instrumentality, which, if adversely decided, would result in a Material Adverse Effect whether or not arising in the ordinary course of business; or

(c) any information relating to the Company or any subsidiary which would reasonably be expected to result in a material adverse effect on its inability to perform its obligations of under any Transaction Document.

Any notice given under this Section 7.7 shall specify the nature and period of existence of the condition, event, information, development or circumstance, the anticipated effect thereof and what actions the Company has taken and/or proposes to take with respect thereto.

7.8 Compliance With Agreements. The Company shall and shall cause its subsidiaries to comply in all material respects, with the terms and conditions of all material agreements, commitments or instruments to which the Company or any of its subsidiaries is a party or by which it or they may be bound.

7.9 Other Agreements. The Company shall not enter into any agreement in which the terms of such agreement would restrict or impair the right or ability to perform of the Company under any Transaction Document.

7.10 Compliance With Laws. The Company shall and shall cause each of its subsidiaries to duly comply in all material respects with any material laws, ordinances, rules and regulations of any foreign, federal, state or local government or any agency thereof, or any writ, order or decree, and conform to all valid requirements of governmental authorities relating to the conduct of their respective businesses, properties or assets.

7.11 Protection of Licenses, etc. The Company shall and shall cause its subsidiaries to, maintain, defend and protect to the best of their ability licenses and sublicenses (and to the extent the Company or a subsidiary is a licensee or sublicensee under any license or sublicense, as permitted by the license or sublicense agreement), trademarks, trade names, service marks, patents and applications therefor and other proprietary information owned or used by it or them, (except where the failure to defend and protect such licenses and sublicenses would not (a) result in a Material Adverse Effect or (b) materially adversely affect the rights of Purchaser under any Transaction Document) and shall keep duplicate copies of any licenses, trademarks, service marks or patents owned or used by it, if any, at a secure place selected by the Company.

7.12 Accounts and Records; Inspections.

(a) The Company shall keep true records and books of account in which full, true and correct entries will be made of all dealings or transactions in relation to the business and affairs of the Company and its subsidiaries in accordance with GAAP applied on a consistent basis.

(b) The Company shall permit each holder of any Securities or any of such holder's officers, employees or representatives during regular business hours of the Company, upon reasonable notice and as often as such holder may reasonably request, to visit and inspect the offices and properties of the Company and its subsidiaries and to make extracts or copies of the books, accounts and records of the Company or its subsidiaries at such holder's expense.

(c) Nothing contained in this Section 7.12 shall be construed to limit any rights which a holder of any Securities may otherwise have with respect to the books and records of the Company and its subsidiaries, to inspect its properties or to discuss its affairs, finances and accounts.

7.13 Maintenance of Office. The Company will maintain its principal office at the address of the Company set forth in Section 12.6 of this Agreement where notices, presentments and demands in respect of this Agreement and any of the Securities may be made upon the Company, until such time as the Company shall notify the holders of the Securities in writing, at least thirty (30) days prior thereto, of any change of location of such office.

7.14 Payment of the Preferred Share Dividends. The Company shall pay the dividends on, and redeem, the Preferred Shares, in the time, the manner and the form as provided in the Certificate of Designation for the Series A Preferred Stock.

7.15 SEC Reporting Requirements. For so long as the Purchaser beneficially owns any of the Securities, and until such time as all the Conversion Shares and Warrant Shares are saleable by the Purchaser without restriction as to volume or manner of sale under Rule 144 under the Securities Act, the Company shall, once it has filed a registration statement pursuant to the Registration Rights Agreement, timely file all reports required to be filed with the Commission pursuant to the Exchange Act, and the Company shall not terminate its status as an issuer required to file reports under the Exchange Act even if the Exchange Act or the rules and regulations thereunder would permit such termination. As long as the Purchaser owns Securities, Conversion Shares or Warrant Shares, the Company will prepare and furnish to the Purchaser and make publicly available in accordance with Rule 144 or any successor rule such information as is required for the Purchaser to sell the Securities under Rule 144 without regard to the volume and manner of sale limitations. The Company further covenants that it will take such further action as any holder of Securities, Conversion Shares or Warrant Shares may reasonably request, all to the extent required from time to time to enable such Person to sell such Securities, Conversion Shares or Warrant Shares without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 or any successor rule thereto.

7.16 Listing Maintenance. The Company hereby agrees to use best efforts to maintain the listing or trading of the Common Stock on a Trading Market. The Company further agrees, if the Company applies to have the Common Stock traded on any other Trading Market, it will include in such application all of the Conversion Shares and Warrant Shares, and will take such other action as is necessary to cause all of the Conversion Shares and Warrant Shares to be listed on such other Trading Market as promptly as possible. The Company will take all action reasonably necessary to continue the listing and trading of its Common Stock on, and will comply in all respects with the Company's reporting, filing and other obligations under the bylaws or rules of, each such Trading Market on which the Company's Common Stock is listed or trades.

7.17 Further Assurances. From time to time the Company shall execute and deliver to the Purchaser and the Purchaser shall execute and deliver to the Company such other instruments, certificates, agreements and documents and take such other action and do all other things as may be reasonably requested by the other party in order to implement or effectuate the terms and provisions of this Agreement and any of the Securities.

For purposes of Articles VII–IX, the term "subsidiary" shall be deemed to include each Subsidiary and any subsidiary of the Company acquired or formed after the date hereof.

ARTICLE VIII
NEGATIVE COVENANTS

The Company hereby covenants and agrees, so long as any Preferred Share remains outstanding, it will not (and not allow any subsidiary to), without the prior written consent of the holder(s) of more than 50% of the number of shares of Series A Preferred Stock outstanding (the "Majority Holders"), directly or indirectly:

8.1 Distributions and Redemptions. (i) Except with respect to the Series A Preferred Stock, or forward stock splits in the form of a dividend, declare or pay any dividends or make any distributions to any holder(s) of any shares of capital stock of the Company or (ii) purchase, redeem or otherwise acquire for value, directly or indirectly, any shares of Common Stock of the Company or warrants or rights to acquire such Common Stock, except as may be required by the terms of the Series A Preferred Stock; or (iii) purchase, redeem or otherwise acquire for value, directly or indirectly, any shares of preferred stock of the Company or warrants or rights to acquire such stock, except as may be required by the terms of such preferred stock.

8.2 Reclassification. Effect any reclassification, combination or reverse stock split of the Common Stock.

8.3 Indebtedness. Create, incur, assume, suffer, permit to exist, or guarantee, directly or indirectly, any Indebtedness, excluding, however, from the operation of this covenant:

(a) Indebtedness to the extent existing on the date hereof or any replacement Indebtedness to existing Indebtedness;

(b) Indebtedness which may, from time to time be incurred or guaranteed by the Company which in the aggregate principal amount does not exceed $500,000;

(c) the endorsement of instruments for the purpose of deposit or collection in the ordinary course of business;

(d) Indebtedness relating to contingent obligations of the Company and its subsidiaries under guaranties in the ordinary course of business of the obligations of suppliers, customers, and licensees of the Company and its subsidiaries;

(e) Indebtedness relating to loans from the Company to its subsidiaries;

(f) Indebtedness relating to capital leases in an amount not to exceed $500,000;

(g) accounts or notes payable arising out of the purchase of merchandise, supplies, equipment, software, computer programs or services in the ordinary course of business;

(h) Common Stock issued or issuable to financial institutions, or lessors, pursuant to a commercial credit arrangement, equipment financing transaction, accounts receivable factoring, or a similar transaction.

The foregoing Indebtedness described in subsections (a) – (h) above shall be referred to as "Permitted Indebtedness".

8.4 Capital Stock. Except for issuances to the Purchaser and issuances required by securities issued and outstanding on the date hereof, issue any security that is senior to or ranks *pari passu* with the Series A Preferred Stock, whether with respect to right of payment of redemptions, interest, damages or upon liquidation or dissolution or otherwise.

8.5 Liquidation or Sale. Sell, transfer, lease or otherwise dispose of 20% or more of its consolidated assets (as shown on the most recent financial statements of the Company or the subsidiary, as the case may be) in any single transaction or series of related transactions (other than the sale of inventory in the ordinary course of business), or liquidate, dissolve, recapitalize or reorganize in any form of transaction.

8.6 Change of Control Transaction. Enter into a Change in Control Transaction. For purposes of this Agreement, "Change in Control Transaction" means the occurrence of (a) an acquisition by an individual or legal entity or "group" (as described in Rule 13d-5(b)(1) promulgated under the Exchange Act) of effective control (whether through legal or beneficial ownership of capital stock of the Company, by contract or otherwise) of in excess of fifty percent (50%) of the voting securities of the Company, (b) a replacement at one time or over time of more than one-half of the members of the Board of the Company which is not approved by a majority of those individuals who are members of the Board on the date hereof (or by those individuals who are serving as members of the Board on any date whose nomination to the Board was approved by a majority of the members of the Board who are members on the date hereof), (c) the merger or consolidation of the Company or any subsidiary of the Company in one or a series of related transactions with or into another entity (except in connection with a merger involving the Company solely for the purpose, and with the sole effect, of reorganizing the Company under the laws of another jurisdiction; provided that the certificate of incorporation and bylaws (or similar charter or organizational documents) of the surviving entity are substantively identical to those of the Company and do not otherwise adversely impair the rights of the Purchaser), or (d) the execution by the Company of an agreement to which the Company is a party or by which it is bound, providing for any of the events set forth above in (a), (b) or (c).

8.7 Amendment of Charter Documents. Amend or waive any provision of its Articles of Incorporation or Bylaws in any way that materially adversely affects the rights of the Purchaser without the prior written consent of the Purchaser.

8.8 Transactions with Affiliates.

(a) Engage in any transaction with any of the officers, directors, employees or affiliates of the Company or of its subsidiaries, except on terms no less favorable to the Company or the subsidiary as could be obtained in an arm's length transaction.

(b) Divert (or permit anyone to divert) any business or opportunity of the Company or subsidiary to any other corporate or business entity.

8.9 Registration Statements. File any registration statement with the Commission until the earlier of: (i) 60 Trading Days following the date that a registration statement or registration statements registering all the Conversion Shares, Warrant Shares and other Registrable Securities is declared effective by the Commission; and (ii) the date the Conversion Shares and Warrant Shares are saleable by Purchaser under Rule 144 under the Securities Act without limitation as to volume or manner of sale; provided that this Section shall not prohibit the Company from filing a registration statement on Form S-4 or other applicable form for securities to be issued in connection with acquisitions of businesses by the Company or its subsidiaries, or post effective amendments to registration statements that were declared effective prior to the date hereof or to a registration statement filed with the Commission on Forms S-4 or S-8.

ARTICLE IX
EVENTS OF DEFAULT

9.1 Events of Default. The occurrence and continuance of any of the following events shall constitute an event of default under this Agreement (each, an "Event of Default" and, collectively, "Events of Default"):

(a) if the Company shall default in the payment of any dividend on or redemption of any Preferred Share when the same shall become due and payable; and in each case such default shall have continued without cure for five (5) Trading Days after written notice (a "Default Notice") is given to the Company of such default;

(b) subject to any grace periods and the ability of the Company to delay the effectiveness of the Registration Statement pursuant the Registration Rights Agreement, any registration statement (each a "Registration Statement") providing for the resale of Conversion Shares and Warrant Shares is not declared effective by the Commission on or prior to the date which is thirty (30) days after the date required therefor by the Registration Rights Agreement, unless the failure of such Registration Statement to become effective results from the Commission's refusal to grant effectiveness by reason of its application of Rule 415 under the Securities Act;

(c) the suspension from listing, without subsequent listing on any one of, or the failure of the Common Stock to be listed or quoted on at least one of the following: the OTC Bulletin Board or Pink Sheets Market, the American Stock Exchange, the Nasdaq Global Market, the Nasdaq Capital Market or The New York Stock Exchange, Inc. for a period of ten (10) consecutive Trading Days and such suspension from listing (or listing on an alternate exchange or quotation system) is not cured within ten (10) days after the tenth (10^{th}) consecutive day of such suspension from listing;

(d) the Company shall fail to (i) timely deliver the shares of Common Stock upon conversion of the Preferred Shares or exercise of a Warrant by the tenth (10th) Trading Day after the date of delivery required therefor or otherwise in accordance with the provisions of the Transaction Documents, (ii) file a Registration Statement in accordance with the terms of the Registration Rights Agreement, or (iii) make the payment of any fees and/or liquidated damages under this Agreement or any Transaction Document, which failure in the case of items (i) and (iii) of this Section is not remedied within ten (10) Trading Days after the incurrence thereof and, solely with respect to item (iii) above, ten (10) Trading Days after the Purchaser delivers a Default Notice to the Company of the incurrence thereof;

(e) while a Registration Statement is required to be maintained effective pursuant to the terms of the Registration Rights Agreement, the effectiveness of the Registration Statement lapses for any reason (including, without limitation, the issuance of a stop order) or is unavailable to the Purchaser for sale of the Registrable Securities (as defined in the Registration Rights Agreement) in accordance with the terms of the Registration Rights Agreement, and such lapse or unavailability continues for a period of ten (10) consecutive Trading Days, provided that the Company has not exercised its rights pursuant to Section 3(n) of the Registration Rights Agreement;

(f) the Company's notice to the Holder, including by way of public announcement, at any time, of its inability to comply for any reason or its intention not to comply with proper requests for issuance of, or its failure to timely deliver, Conversion Shares upon conversion of Preferred Shares or Warrant Shares upon exercise of the Warrant;

(g) if the Company or any subsidiary shall default in the performance of any of the covenants contained this Agreement or the Transaction Documents and (i) such default shall have continued without cure for ten (10) Trading Days after a Default Notice is given to the Company or (ii) such default shall have materially adversely affected the Purchaser regardless of any action taken by the Company to cure such default

(h) if any of the Company or its subsidiaries shall default in the observance or performance of any term or provision of a material agreement to which it is a party or by which it is bound, which default will have or could reasonably be expected to have a Material Adverse Effect and such default is not waived or cured within the applicable grace period provided for in such agreement;

(i) if any representation or warranty made in this Agreement, any Transaction Document or in or any certificate delivered by the Company or its subsidiaries pursuant hereto or thereto shall prove to have been incorrect in any material respect when made;

(j) the Company shall (i) default in any payment of any amount or amounts of principal of or interest on any Indebtedness and the aggregate principal amount of which Indebtedness is in excess of $500,000 or (ii) default in the observance or performance of any other agreement or condition relating to any such Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or holders or beneficiary or beneficiaries of such Indebtedness to cause with the giving of notice if required, such Indebtedness to become due prior to its stated maturity;

(k) if a final judgment which, either alone or together with other outstanding final judgments against the Company and its subsidiaries, exceeds an aggregate of $500,000 shall be rendered against the Company or any subsidiary and such judgment shall have continued undischarged or unstayed for thirty-five (35) days after entry thereof;

(l) the Company or any of its subsidiaries shall (i) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property or assets, (ii) make a general assignment for the benefit of its creditors, (iii) commence a voluntary case under the United States Bankruptcy Code (as now or hereafter in effect) or under the comparable laws of any jurisdiction (foreign or domestic), (iv) file a petition seeking to take advantage of any bankruptcy, insolvency, moratorium, reorganization or other similar law affecting the enforcement of creditors' rights generally, (v) acquiesce in writing to any petition filed against it in an involuntary case under United States Bankruptcy Code (as now or hereafter in effect) or under the comparable laws of any jurisdiction (foreign or domestic), or admit in writing its inability to pay its debts (vi) issue a notice of bankruptcy or winding down of its operations or issue a press release regarding same, or (vii) take any action under the laws of any jurisdiction (foreign or domestic) analogous to any of the foregoing; or

(m) a proceeding or case shall be commenced in respect of the Company o r any of its subsidiaries, without its application or consent, in any court of competent jurisdiction, seeking (i) the liquidation, reorganization, moratorium, dissolution, winding up, or composition or readjustment of its debts, (ii) the appointment of a trustee, receiver, custodian, liquidator or the like of it or of all or any substantial part of its assets in connection with the liquidation or dissolution of the Company or any of its subsidiaries or (iii) similar relief in respect of it under any law providing for the relief of debtors, and such proceeding or case described in clause (i), (ii) or (iii) shall continue undismissed, or unstayed and in effect, for a period of sixty (60) days or any order for relief shall be entered in an involuntary case under United States Bankruptcy Code (as now or hereafter in effect) or under the comparable laws of any jurisdiction (foreign or domestic) against the Company or any of its subsidiaries or action under the laws of any jurisdiction (foreign or domestic) analogous to any of the foregoing shall be taken with respect to the Company or any of its subsidiaries and shall continue undismissed, or unstayed and in effect for a period of sixty (60) days.

9.2 Remedies.

(a) Upon the occurrence and continuance of an Event of Default, the Purchaser may at any time (unless all defaults shall theretofore have been remedied) at its option, by written notice or notices to the Company require the Company to immediately redeem in cash all or a portion of the Preferred Shares held by the Purchaser at a price per share equal to one hundred twenty-five percent (125%) of the Stated Value of the Series A Preferred Stock plus all accrued and unpaid dividends thereon at the time of such request.

(b) The Purchaser, by written notice or notices to the Company, may in its own discretion waive an Event of Default and its consequences and rescind or annul such declaration; provided that, no such waiver shall extend to or affect any subsequent Event of Default or impair any right resulting therefrom.

(c) In case any one or more Events of Default shall occur and be continuing, the Purchaser may proceed to protect and enforce its rights by an action at law, suit in equity or other appropriate proceeding, whether for the specific performance of any agreement contained herein or in any Transaction Document or for an injunction against a violation of any of the terms hereof or thereof, or in aid of the exercise of any power granted hereby or thereby or by law. In case of a default in the payment of any dividend on or redemption of any Preferred Share, the Company will pay to the Purchaser such further amount as shall be sufficient to cover the cost and the expenses of collection, including, without limitation, actual attorney's fees, expenses and disbursements. No course of dealing and no delay on the part of a Purchaser in exercising any rights shall operate as a waiver thereof or otherwise prejudice such Purchaser's rights.

(d) Any remedy conferred by this Section shall not be exclusive of any other remedy provided by this Agreement or any other Transaction Document or now or hereafter available at law, in equity, by statute or otherwise.

ARTICLE X
CERTIFICATE LEGENDS

10.1 Legend. Each certificate representing the Securities shall be stamped or otherwise imprinted with a legend substantially in the following form (in addition to any legend required by applicable state securities or "blue sky" laws):

> NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL, IN A FORM REASONABLY ACCEPTABLE TO THE COMPANY, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

Prior to registration of the Conversion Shares and the Warrant Shares under the Securities Act, all such certificates shall bear the restrictive legend specified in this Section 10.1. Certificates evidencing the Conversion Shares and Warrant Shares shall not contain any legend (including the legend set forth in Section 10.1 hereof), (i) while a registration statement (including the Registration Statement) covering the resale of such security is effective under the Securities Act, or (ii) following any sale of such Conversion Shares or Warrant Shares pursuant to Rule 144, or (iii) if such Conversion Shares or Warrant Shares are eligible for sale under Rule 144 by the Purchaser without limitation as to volume or manner of sale, or (iv) if such legend is not required under applicable requirements of the Securities Act (including judicial interpretations and pronouncements issued by the Staff of the Commission). The Company shall cause its counsel to issue a legal opinion to the Company's transfer agent promptly after the effective date of a registration statement covering such Conversions Shares or Warrant Shares, if required by the Company's transfer agent, to effect the removal of the legend hereunder. If all or any portion of the Preferred Shares or a Warrant is exercised at a

time when there is an effective registration statement to cover the resale of the Conversion Shares or the Warrant Shares, such Conversions Shares and Warrant Shares, as the case may be, shall be issued free of all legends. The Company agrees that following the effective date of the registration statement covering Conversion Shares or Warrant Shares or at such time as such legend is no longer required under this Section 10.1, it will, no later than five (5) Trading Days following the delivery by the Purchaser to the Company or the Company's transfer agent of a certificate representing Conversion Shares or Warrant Shares, as the case may be, issued with a restrictive legend (such date, the "Delivery Date"), deliver or cause to be delivered to the Purchaser a certificate representing such Securities that is free from all restrictive and other legends. The Company may not make any notation on its records or give instructions to any transfer agent of the Company that enlarge the restrictions on transfer set forth in this Section. Whenever a certificate representing the Conversion Shares or Warrant Shares is required to be issued to the Purchaser without a legend, in lieu of delivering physical certificates representing the Conversion Shares or Warrant Shares, provided the Company's transfer agent is participating in the Depository Trust Company ("DTC") Fast Automated Securities Transfer program, the Company shall use its reasonable best efforts to cause its transfer agent to electronically transmit the Conversion Shares or Warrant Shares to the Purchaser by crediting the account of such Purchaser's Prime Broker with DTC through its Deposit Withdrawal Agent Commission ("DWAC") system (to the extent not inconsistent with any provisions of this Agreement).

10.2 Liquidated Damages. The Company understands that a delay in the delivery of unlegended certificates for the Conversion Shares or the Warrant Shares as set forth in Section 5.1 hereof beyond the Delivery Date could result in economic loss to the Purchaser. If the Company fails to deliver to a Purchaser such shares via DWAC or a certificate or certificates pursuant to this Section hereunder by the Delivery Date, the Company shall pay to the Purchaser, in cash, as partial liquidated damages and not as a penalty, for each $500 of Conversion Shares or Warrant Shares (based on the closing price of the Common Stock reported by the principal Trading Market on the date such Securities are submitted to the Company's transfer agent) subject to Section 10.1, $10 per Trading Day (increasing to $15 per Trading Day five (5) Trading Days after such damages have begun to accrue and increasing to $20 per Trading Day ten (10) Trading Days after such damages have begun to accrue) for each Trading Day after the Legend Removal Date until such certificate is delivered. Nothing herein shall limit the Purchaser's right to pursue actual damages for the Company's failure to deliver certificates representing any Securities as required by the Transaction Documents, and the Purchaser shall have the right to pursue all remedies available to it at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief.

10.3 Sales by the Purchaser. The Purchaser agrees that the removal of the restrictive legend from certificates representing Securities as set forth in Section 10.1 is predicated upon the Company's reliance that the Purchaser will sell any Securities pursuant to either the registration requirements of the Securities Act, including any applicable prospectus delivery requirements, or an exemption therefrom.

ARTICLE XI
INDEMNIFICATION

11.1 Indemnification by the Company. The Company agrees to defend, indemnify and hold harmless the Purchaser and shall reimburse the Purchaser for, from and against each claim, loss, liability, cost and expense (including without limitation, interest, penalties, costs of preparation and investigation, and the actual fees, disbursements and expenses of attorneys, accountants and other professional advisors) (collectively, "Losses") directly or indirectly relating to, resulting from or arising out of (a) any untrue representation, misrepresentation, breach of warranty or non-fulfillment of any covenant, agreement or other obligation by or of the Company contained in any Transaction Document or in any certificate, document, or instrument delivered by the Company to the Purchaser; or (b) any action instituted against the Purchaser or its affiliates, by any stockholder of the Company who is not an affiliate of the Purchaser, with respect to any of the transactions contemplated by the Transaction Documents (unless such action is based upon a breach of the Purchaser's representations, warranties or covenants under the Transaction Documents or any agreements or understandings the Purchaser may have with any such stockholder or any violations by the Purchaser of state or federal securities laws or any conduct by the Purchaser which constitutes fraud, gross negligence, willful misconduct or malfeasance).

11.2 Procedure.

(a) The indemnified party shall promptly notify the indemnifying party of any claim, demand, action or proceeding for which indemnification will be sought under this Agreement; provided, that the failure of any party entitled to indemnification hereunder to give notice as provided herein shall not relieve the indemnifying party of its obligations under this Article XI except to the extent that the indemnifying party is actually prejudiced by such failure to give notice.

(b) In case any such action, proceeding or claim is brought against an indemnified party in respect of which indemnification is sought hereunder, the indemnifying party shall be entitled to participate in and, unless in the reasonable, good-faith judgment of the indemnified party a conflict of interest between it and the indemnifying party exists with respect to such action, proceeding or claim (in which case the indemnifying party shall be responsible for the reasonable fees and expenses of one separate counsel for the indemnified party), to assume the defense thereof with counsel reasonably satisfactory to the indemnified party. If the indemnifying party elects to defend any such action or claim, then the indemnified party shall be entitled to participate in such defense (but not control) with counsel of its choice at its sole cost and expense (except that the indemnifying party shall remain responsible for the reasonable fees and expenses of one separate counsel for the indemnified party in the event in the reasonable, good-faith judgment of the indemnified party a conflict of interest between it and the indemnifying party exists).

(c) In the event that the indemnifying party advises an indemnified party that it will contest such a claim for indemnification hereunder, or fails, within thirty (30) days of receipt of any indemnification notice to notify, in writing, such person of its election to defend, settle or compromise, at its sole cost and expense, any action, proceeding or claim (or discontinues its defense at any time after it commences such defense), then the indemnified party may, at its option, defend, settle or otherwise compromise or pay such action or claim. In any event, unless and until the indemnifying party elects in writing to assume and does so assume the defense of any such claim, proceeding or action, the indemnified party's costs and expenses arising out of the defense, settlement or compromise of any such action, claim or proceeding shall be Losses subject to indemnification hereunder.

(d) The parties shall cooperate fully with each other in connection with any negotiation or defense of any such action or claim and shall furnish to the other party all information reasonably available to such party which relates to such action or claim. Each party shall keep the other party fully apprised at all times as to the status of the defense or any settlement negotiations with respect thereto.

(e) Notwithstanding anything in this Article XI to the contrary, the indemnifying party shall not, without the indemnified party's prior written consent, settle or compromise any claim or consent to entry of any judgment in respect thereof which imposes any future obligation on the indemnified party or which does not include, as an unconditional term thereof, the giving by the claimant or the plaintiff to the indemnified party of a release from all liability in respect of such claim. The indemnification obligations to defend the indemnified party required by this Article XI shall be made by periodic payments of the amount thereof during the course of investigation or defense, as and when the Loss is incurred, so long as the indemnified party shall refund such moneys if it is ultimately determined by a court of competent jurisdiction that such party was not entitled to indemnification. The indemnity agreements contained herein shall be in addition to (i) any cause of action or similar rights of the indemnified party against the indemnifying party or others, and (ii) any liabilities the indemnifying party may be subject to pursuant to the law.

ARTICLE XII
MISCELLANEOUS

12.1 Governing Law. This Agreement and the rights of the parties hereunder shall be governed in all respects by the laws of the State of Florida wherein the terms of this Agreement were negotiated.

12.2 Survival. Except as specifically provided herein, the representations, warranties, covenants and agreements made herein shall survive the Closing.

12.3 Amendment. This Agreement may not be amended, discharged or terminated (or any provision hereof waived) without the written consent of the Company and the Purchaser.

12.4 Successors and Assigns. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon and enforceable by and against, the successors, assigns, heirs, executors and administrators of the parties hereto. The Purchaser may assign its rights hereunder, and the Company may not assign its rights or obligations hereunder without the consent of the Purchaser.

12.5 Entire Agreement. This Agreement, the Transaction Documents and the other documents delivered pursuant hereto and simultaneously herewith constitute the full and entire understanding and agreement between the parties with regard to the subject matter hereof and thereof.

12.6 Notices, etc. All notices, demands or other communications given hereunder shall be in writing and shall be sufficiently given if delivered either personally, by facsimile, or by a nationally recognized courier service marked for next business day delivery or sent in a sealed envelope by first class mail, postage prepaid and either registered or certified with return receipt, addressed as follows:

if to the Company:

OptimizeRx Corporation
407 Sixth Street
Rochester, MI 48307
Attention: David Harrell
Phone: (248) 651-6558
Fax: (248) 651-6748

with a copy to:

Darrin M. Ocasio, Esq.
Sichenzia Ross Friedman Ference LLP
61 Broadway
New York, NY 10006
Phone: (212) 930-9700
Fax: (212) 930-9725

if to the Purchaser:

Vicis Capital Master Fund
Tower 56, Suite 700
126 E. 56th Street, 7th Floor
New York, NY 10022
Phone: (212) 909-4600
Fax: (212) 909-4601
Attn: Shad Stastney

with a copy to:

Andrew D. Ketter, Esq.
Quarles & Brady LLP
411 East Wisconsin Avenue
Milwaukee, WI 53202
Phone: (414) 277-5629
Fax: (414) 978-8972

Such communications shall be effective immediately if delivered in person or by confirmed facsimile, upon the date acknowledged to have been received in return receipt, or upon the next business day if sent by overnight courier service.

12.7 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any holder of any Securities upon any breach or default of the Company under this Agreement shall impair any such right, power or remedy of such holder nor shall it be construed to be a waiver of any such breach or default, or an acquiescence, therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any holder of any breach or default under this Agreement, or any waiver on the part of any holder of any provisions or conditions of this Agreement must be, made in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any holder, shall be cumulative and not alternative.

12.8 Severability. The invalidity of any provision or portion of a provision of this Agreement shall not affect the validity of any other provision of this Agreement or the remaining portion of the applicable provision. It is the desire and intent of the parties hereto that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated to be invalid or unenforceable, such provision shall be deemed amended to delete therefrom the portion thus adjudicated to be invalid or unenforceable, such deletion to apply only with respect to the operation of such provision in the particular jurisdiction in which such adjudication is made.

12.9 Expenses. The Company shall bear its own expenses and legal fees incurred on its behalf with respect to the negotiation, execution and consummation of the transactions contemplated by this Agreement and shall pay all documentary stamp or similar taxes imposed by any authority upon the transactions contemplated by this Agreement or any Transaction Document. Without requiring any documentation therefor, the Company will reimburse the Purchaser $105,000 for all fees and expenses incurred by it with respect to the negotiation, execution and consummation of the transactions contemplated by this Agreement and the transactions contemplated hereby and due diligence conducted in connection therewith, including the fees and disbursements of counsel and auditors for the Purchaser. Such reimbursement shall be paid on the Closing Date by the Purchaser deducting such $105,000 from the Purchase Price. The Company shall pay all reasonable, documented third-party fees and expenses incurred by the Purchaser in connection with the enforcement of this Agreement or any of the other Transaction Documents, including, without limitation, all actual reasonable attorneys' fees and expenses.

12.10 Consent to Jurisdiction; Waiver of Jury Trial. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF FLORIDA FOR PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTION DOCUMENTS. EACH OF THE PARTIES TO THIS AGREEMENT IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH SUCH PARTY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN ANY SUCH COURTS AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN ANY SUCH COURTS HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY IN ANY SUCH LEGAL PROCEEDING. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY CONSENTS TO SERVICE OF PROCESS BY NOTICE IN THE MANNER SPECIFIED IN SECTION 12.6 AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION SUCH PARTY MAY NOW OR HEREAFTER HAVE TO SERVICE OF PROCESS IN SUCH MANNER.

12.11 Titles and Subtitles. The titles of the articles, sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

12.12 Execution. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile signature page were an original thereof.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have duly executed this Securities Purchase Agreement, as of the day and year first above written.

COMPANY:

OPTIMIZERx CORPORATION

By:_____
Name: David Harrell
Title: Chief Executive Officer

PURCHASER:

VICIS CAPITAL MASTER FUND
By: Vicis Capital LLC

By:_____
Name: Chris Phillips
Title: Managing Director

EXHIBIT A

FORM OF CERTIFICATE OF DESIGNATION OF
SERIES A CONVERTIBLE PREFERRED STOCK

EXHIBIT B

FORM OF SERIES A WARRANT

EXHIBIT C

FORM OF REGISTRATION RIGHTS AGREEMENT

EXHIBIT D

FORM OF SECURITY AGREEMENT

EXHIBIT E

FORM OF GUARANTY AGREEMENT

EXHIBIT F

FORM OF GUARANTOR SECURITY AGREEMENT

EXHIBIT G

FORM OF OPINION OF COUNSEL

OptimizeRx Corporation
Schedules

- **Schedule 2.2** – Subsidiaries.
  - OptimizeRx Corporation, a Michigan corporation (the "Subsidiary"), is a subsidiary of OptimizeRx Corporation, a Nevada corporation (the "Company").
- **Schedule 3.3(a)** – None.
- **Schedule 3.4(a)** – Capitalization.
  - **Outstanding Warrants**:
    - § Emergent Financial: Warrants to purchase up to 100,000 shares of Common Stock exercisable until 5 years from the date of issuance October 21, 2007 at a purchase price of $1.00 per share.
    - § Investor Relations Group: Warrants to purchase 100,000 shares of Common Stock exercisable until 5 years from the date of issuance October 2007 at a purchase price of $1.00 per share.
    - § Jonathan Sakier: Warrants to purchase 50,000 shares of Common Stock exercisable until 10 years from the date of issuance of June 10th, 2008 at a purchase price of $1.00 per share.
  - Outstanding Options:

Name	Qty	Average Exercise Price $	Notes
Options Outstanding under Company Stock Option Plan			
David Harrell	100,000	$1.00	President and CEO
Terry Hamilton	150,000	$1.00	Sr. Vice President/Director
Vernon Hartman	50,000	$1.00	Vice President
Andrew Dahl	20,000	$1.00	Business Advisor
Jay Pinney, MD	25,000	$1.00	Medical Advisor
Thomas Majerowicz	20,000	$1.00	Director and Legal Advisor
Total Issued	365,000	$1.00	
Total Remaining Stock Options for future use:	625,000		
Total Remaining Stock Grants:	500,000		
Total Stock Options and Stock Grants	1,490,000		

- **Schedule 3.4(b)**

  - Schedule 3.4(b)(iii) - The Company has personal loans from private investors to Richard Kraniak and Jillene Pinella, each consisting of $160,000, which represent the only debt of company.

- **Schedule 3.11** – Placement Agent Fees

In consideration for the performance of the Services of Midtown Partners LLC hereunder, the Company hereby agrees to pay to the Placement Agent such fees ("The "Placement Agent Fee" or the "Financing Fee") as outlined below:

(a) The Company shall pay to the Placement Agent a non-refundable due diligence/background check fee of two thousand dollars (US$2,000).

(b) If either the Company or the Placement Agent receives subscriptions for financing (the "Financing") as a part of the Offering (the "Investors"), the Company shall:

1) Pay to the Placement Agent in US dollars via wire from the third party agent's escrow at closing an amount equal to ten percent (10%) of the principal amount of the Financing purchased by the Investors (the "Financing Fee"), and pay to the Placement Agent a warrant solicitation fee equal to ten percent (10%) of the gross proceeds received by the Company on the exercise of any Warrants purchased by the Investors, which shall be payable immediately following such exercise.

2) The Company shall issue to the Placement Agent or its permitted assigns warrants (the "PA Warrants") to purchase such number of shares of the common stock of the Company equal to ten percent (10%) of the aggregate number of (x) shares of common stock of the Company issued at each such Closing and (y) issuable by the Company under the terms of any convertible securities issued in connection with the Financings, which shall include the issuance to the Placement Agent of all Series of Warrants equal to ten percent (10%) of the number of Warrants issued to the Investors.

3) An escrow with a third party agent approved by the parties hereto will be used for each closing to which the Placement Agent shall be a party. All consideration due the Placement Agent shall be paid to the Placement Agent directly there from. Any fee charged by the escrow agent in the performance of its duties as escrow agent shall be borne by the Company.

4) Cause its affiliates to pay to the Placement Agent all compensation with respect to all securities sold to a purchaser or purchasers at any time prior to the expiration of thirty-six (36) months after the expiration of the Placement Agent Agreement (the "Tail Period") if (i) such purchaser or purchasers were identified to the Company by the Placement Agent during the Term authorized, (ii) the Placement Agent advised the Company with respect to such purchaser or purchasers during the Term authorized or (iii) the Company or the Placement Agent had discussions with such purchaser or purchasers during the Term authorized.

5) the Company agrees to pay for entertainment expenses, travel, etc. The Company also agrees to pay for the legal and due diligence fees of the investor(s) as outlined in a final term sheet to be set forth at a later date to be approved by the Company.

- **Schedule 3.12** – Litigation

  None.

- **Schedule 3.13** – Outstanding Indebtedness

  The Company has personal loans from private investors to Richard Kraniak and Jillene Pinella, each consisting of $160,000, which represent the only debt of company.

- **Schedule 3.15(b)(iv)** – Payments or Distributions:

  The Company has made a one-time founder payout to limit dilution and fund raise. This has been completely satisified.

- **Schedule 3.19** – Transactions With Affiliates

  None.

- **Schedule 3.20** – Insurance

  None.

- **Schedule 3.22** – Title

  None.

- **Schedule 10.1**

  The Company is not participating in the Depository Trust Company (“DTC”) Fast Automated Securities Transfer program.

EXHIBIT 10.3

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS WARRANT NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE EXERCISABLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL, IN A FORM REASONABLY ACCEPTABLE TO THE COMPANY, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

WARRANT TO PURCHASE

SHARES OF COMMON STOCK

OF

OPTIMIZERx CORPORATION

Expires September 5, 2015

No.: W-A-01 Number of Shares: 6,000,000
Date of Issuance: September 5, 2008

FOR VALUE RECEIVED, the undersigned, OptimizeRx Corporation, a Nevada corporation (together with its successors and assigns, the "Company"), hereby certifies that Vicis Capital Master Fund or its registered assigns is entitled to subscribe for and purchase, during the Term (as hereinafter defined), up to Six Million (6,000,000) shares (subject to adjustment as hereinafter provided) of the duly authorized, validly issued, fully paid and non-assessable Common Stock of the Company, par value $.001 per share (the "Common Stock"), at an exercise price per share equal to the Warrant Price then in effect, subject, however, to the provisions and upon the terms and conditions hereinafter set forth. This Warrant has been executed and delivered pursuant to the Securities Purchase Agreement dated as of September 5, 2008 (the "Purchase Agreement") by and among the Company and the purchaser(s) listed therein. Capitalized terms used and not otherwise defined herein shall have the meanings set forth for such terms in the Purchase Agreement. Capitalized terms used in this Warrant and not otherwise defined herein shall have the respective meanings specified in Section 8 hereof.

1. Term. The term of this Warrant shall commence on September 5, 2008 and shall expire at 6:00 p.m., Eastern Time, on September 5, 2015 (such period being the "Term").

2. Method of Exercise; Payment; Issuance of New Warrant; Transfer and Exchange.

(a) Time of Exercise. The purchase rights represented by this Warrant may be exercised in whole or in part during the Term beginning on the date of issuance hereof.

(b) Method of Exercise. The Holder hereof may exercise this Warrant, in whole or in part, by the surrender of this Warrant (with the exercise form attached hereto duly executed) at the principal office of the Company, and by the payment to the Company of an amount of consideration therefor equal to the Warrant Price in effect on the date of such exercise multiplied by the number of Warrant Shares with respect to which this Warrant is then being exercised, payable at such Holder's election (i) by certified or official bank check or by wire transfer to an account designated by the Company, (ii) by "cashless exercise" in accordance with the provisions of subsection (c) of this Section 2, but only when a registration statement under the Securities Act providing for the resale of the Warrant Shares is not then in effect, or (iii) when permitted by clause (ii), by a combination of the foregoing methods of payment selected by the Holder of this Warrant.

(c) Cashless Exercise. Notwithstanding any provisions herein to the contrary and commencing six-months following the Original Issue Date if (i) the Per Share Market Value of one share of Common Stock is greater than the Warrant Price (at the date of calculation as set forth below) and (ii) a registration statement under the Securities Act providing for the resale of the Warrant Shares is not in effect in accordance with the terms of the Registration Rights Agreement at the time of exercise, in lieu of exercising this Warrant by payment of cash, the Holder may exercise this Warrant by a cashless exercise and shall receive the number of shares of Common Stock equal to an amount (as determined below) by surrender of this Warrant at the principal office of the Company together with the properly endorsed Notice of Exercise in which event the Company shall issue to the Holder a number of shares of Common Stock computed using the following formula:

$$X = Y - \frac{(A)(Y)}{B}$$

Where X = the number of shares of Common Stock to be issued to the Holder.

Y = the number of shares of Common Stock purchasable upon exercise of all of the Warrant or, if only a portion of the Warrant is being exercised, the portion of the Warrant being exercised.

A = the Warrant Price.

B = the Per Share Market Value of one share of Common Stock.

(d) Issuance of Stock Certificates. In the event of any exercise of this Warrant in accordance with and subject to the terms and conditions hereof, certificates for the Warrant Shares so purchased shall be dated the date of such exercise and delivered to the Holder hereof within a reasonable time, not exceeding three (3) Trading Days after such exercise (the "Delivery Date") or, at the request of the Holder (provided that a registration statement under the Securities Act providing for the resale of the Warrant Shares is then in effect), issued and delivered to the Depository Trust Company ("DTC") account on the Holder's behalf via the Deposit Withdrawal Agent Commission System ("DWAC") within a reasonable time, not exceeding three (3) Trading Days after such exercise, and the Holder hereof shall be deemed for all purposes to be the holder of the Warrant Shares so purchased as of the date of such exercise. Notwithstanding the foregoing to the contrary, the Company or its transfer agent shall only be obligated to issue and deliver the shares to the DTC on a holder's behalf via DWAC if such exercise is in connection with a sale and the Company and its transfer agent are participating in DTC through the DWAC system. The Holder shall deliver this original Warrant, or an indemnification undertaking with respect to such Warrant in the case of its loss, theft or destruction, at such time that this Warrant is fully exercised. With respect to partial exercises of this Warrant, the Company shall keep written records for the Holder of the number of Warrant Shares exercised as of each date of exercise

(e) Compensation for Buy-In on Failure to Timely Deliver Certificates Upon Exercise.

(i) The Company understands that a delay in the delivery of the shares of Common Stock upon exercise of this Warrant beyond the Delivery Date could result in economic loss to the Holder. If the Company fails to deliver to the Holder such shares via DWAC or a certificate or certificates pursuant to this Section hereunder by the Delivery Date, the Company shall pay to the Holder, in cash, for each $500 of Warrant Shares (based on the Closing Price of the Common Stock on the date such Securities are submitted to the Company's transfer agent), $5 per Trading Day (increasing to $10 per Trading Day five (5) Trading Days after such damages have begun to accrue and increasing to $15 per Trading Day ten (10) Trading Days after such damages have begun to accrue) for each Trading Day after the Delivery Date until such certificate is delivered (which amount shall be paid as liquidated damages and not as a penalty). Nothing herein shall limit a Holder's right to pursue actual damages for the Company's failure to deliver certificates representing any Securities as required by the Transaction Documents, and the Holder shall have the right to pursue all remedies available to it at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief. Notwithstanding anything to the contrary contained herein, the Holder shall be entitled to withdraw an Exercise Notice, and upon such withdrawal the Company shall only be obligated to pay the liquidated damages accrued in accordance with this Section 2(e)(i) through the date the Exercise Notice is withdrawn.

(ii) In addition to any other rights available to the Holder, if the Company fails to cause its transfer agent to transmit to the Holder a certificate or certificates representing the Warrant Shares pursuant to an exercise on or before the Delivery Date, and if after such date the Holder is required by its broker to purchase (in an open market transaction or otherwise) shares of Common Stock to deliver in satisfaction of a sale by the Holder of the Warrant Shares which the Holder anticipated receiving upon such exercise (a "Buy-In"), then the Company shall (1) pay in cash to the Holder the amount by which (x) the Holder's total purchase price (including brokerage commissions, if any) for the shares of Common Stock so purchased exceeds (y) the amount obtained by multiplying (A) the

number of Warrant Shares that the Company was required to deliver to the Holder in connection with the exercise at issue times (B) the price at which the sell order giving rise to such purchase obligation was executed, and (2) at the option of the Holder, either reinstate the portion of the Warrant and equivalent number of Warrant Shares for which such exercise was not honored or deliver to the Holder the number of shares of Common Stock that would have been issued had the Company timely complied with its exercise and delivery obligations hereunder. For example, if the Holder purchases Common Stock having a total purchase price of $11,000 to cover a Buy-In with respect to an attempted exercise of shares of Common Stock with an aggregate sale price giving rise to such purchase obligation of $10,000, under clause (1) of the immediately preceding sentence the Company shall be required to pay the Holder $1,000. The Holder shall provide the Company written notice indicating the amounts payable to the Holder in respect of the Buy-In, together with applicable confirmations and other evidence reasonably requested by the Company. Nothing herein shall limit a Holder's right to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Company's failure to timely deliver certificates representing shares of Common Stock upon exercise of this Warrant as required pursuant to the terms hereof.

(f) Transferability of Warrant. Subject to Section 2(h) hereof, this Warrant may be transferred by a Holder, in whole or in part, subject only to the restrictions specified in the Purchase Agreement. If transferred pursuant to this paragraph, this Warrant may be transferred on the books of the Company by the Holder hereof in person or by duly authorized attorney, upon surrender of this Warrant at the principal office of the Company, properly endorsed (by the Holder executing an assignment in the form attached hereto) and upon payment of any necessary transfer tax or other governmental charge imposed upon such transfer. This Warrant is exchangeable at the principal office of the Company for Warrants to purchase the same aggregate number of Warrant Shares, each new Warrant to represent the right to purchase such number of Warrant Shares as the Holder hereof shall designate at the time of such exchange. All Warrants issued on transfers or exchanges shall be dated the Original Issue Date and shall be identical with this Warrant except as to the number of Warrant Shares issuable pursuant thereto.

(g) Continuing Rights of Holder. The Company will, at the time of or at any time after each exercise of this Warrant, upon the request of the Holder hereof, acknowledge in writing the extent, if any, of its continuing obligation to afford to such Holder all rights to which such Holder shall continue to be entitled after such exercise in accordance with the terms of this Warrant, provided that if any such Holder shall fail to make any such request, the failure shall not affect the continuing obligation of the Company to afford such rights to such Holder.

(h) Compliance with Securities Laws.

(i) The Holder of this Warrant, by acceptance hereof, acknowledges that this Warrant and the Warrant Shares to be issued upon exercise hereof are being acquired solely for the Holder's own account and not as a nominee for any other party, and for investment, and that the Holder will not offer, sell or otherwise dispose of this Warrant or any Warrant Shares to be issued upon exercise hereof except pursuant to an effective registration statement, or an exemption from registration, under the Securities Act and any applicable state securities laws.

(ii) Except as provided in paragraph (iii) below, this Warrant and all certificates representing Warrant Shares issued upon exercise hereof shall be stamped or imprinted with a legend in substantially the following form:

> NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL, IN A FORM REASONABLY ACCEPTABLE TO THE COMPANY, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

(iii) The Company agrees to reissue this Warrant or certificates representing any of the Warrant Shares, without the legend set forth above if at such time, prior to making any transfer of any such securities, the Holder shall give written notice to the Company describing the manner and terms of such transfer. Such proposed transfer will not be effected until: (a) either (i) the Company has received an opinion of counsel reasonably satisfactory to the Company, to the effect that the registration of such securities under the Securities Act is not required in connection with such proposed transfer, (ii) a registration statement under the Securities Act covering such proposed disposition has been filed by the Company with the Securities and Exchange Commission and has become effective under the Securities Act, (iii) the Company has received other evidence reasonably satisfactory to the Company that such registration and qualification under the Securities Act and state securities laws are not required, or (iv) the Holder provides the Company with reasonable assurances that such security can be sold pursuant to Rule 144 under the Securities Act; and (b) either (i) the Company has received an opinion of counsel reasonably satisfactory to the Company, to the effect that registration or

qualification under the securities or "blue sky" laws of any state is not required in connection with such proposed disposition, or (ii) compliance with applicable state securities or "blue sky" laws has been effected or a valid exemption exists with respect thereto. The Company will respond to any such notice from a holder within three (3) Trading Days. In the case of any proposed transfer under this Section 2(h), the Company will use reasonable efforts to comply with any such applicable state securities or "blue sky" laws, but shall in no event be required, (x) to qualify to do business in any state where it is not then qualified, (y) to take any action that would subject it to tax or to the general service of process in any state where it is not then subject, or (z) to comply with state securities or "blue sky" laws of any state for which registration by coordination is unavailable to the Company. The restrictions on transfer contained in this Section 2(h) shall be in addition to, and not by way of limitation of, any other restrictions on transfer contained in any other section of this Warrant. Whenever a certificate representing the Warrant Shares is required to be issued to a the Holder without a legend, in lieu of delivering physical certificates representing the Warrant Shares, the Company shall cause its transfer agent to electronically transmit the Warrant Shares to the Holder by crediting the account of the Holder's Prime Broker with DTC through its DWAC system (to the extent not inconsistent with any provisions of this Warrant or the Purchase Agreement).

(i) No Mandatory Redemption. This Warrant may not be called or redeemed by the Company without the written consent of the Holder.

3. Stock Fully Paid; Reservation and Listing of Shares; Covenants.

(a) Stock Fully Paid. The Company represents, warrants, covenants and agrees that all Warrant Shares which may be issued upon the exercise of this Warrant or otherwise hereunder will, when issued in accordance with the terms of this Warrant, be duly authorized, validly issued, fully paid and non-assessable and free from all taxes, liens and charges created by or through the Company. The Company further covenants and agrees that during the period within which this Warrant may be exercised, the Company will at all times have authorized and reserved for the purpose of the issuance upon exercise of this Warrant a number of authorized but unissued shares of Common Stock equal to at least one hundred percent (100%) of the number of shares of Common Stock issuable upon exercise of this Warrant without regard to any limitations on exercise.

(b) Reservation. If any shares of Common Stock required to be reserved for issuance upon exercise of this Warrant or as otherwise provided hereunder require registration or qualification with any Governmental Authority under any federal or state law before such shares may be so issued, the Company will in good faith use its best efforts as expeditiously as possible at its expense to cause such shares to be duly registered or qualified. If the Company shall list any shares of Common Stock on any securities exchange or market it will, at its expense, list thereon, and maintain and increase when necessary such listing, of, all Warrant Shares from time to time issued upon exercise of this Warrant or as otherwise provided hereunder (provided that such Warrant Shares has been registered pursuant to a registration statement under the Securities Act then in effect), and, to the extent permissible under the applicable securities exchange rules, all unissued Warrant Shares which are at any time issuable hereunder, so long as any shares of Common Stock shall be so listed. The Company will also so list on each securities exchange or market, and will maintain such listing of, any other securities which the Holder of this Warrant shall be entitled to receive upon the exercise of this Warrant if at the time any securities of the same class shall be listed on such securities exchange or market by the Company.

(c) Loss, Theft, Destruction of Warrants. Upon receipt of evidence satisfactory to the Company of the ownership of and the loss, theft, destruction or mutilation of any Warrant and, in the case of any such loss, theft or destruction, upon receipt of indemnity or security satisfactory to the Company or, in the case of any such mutilation, upon surrender and cancellation of such Warrant, the Company will make and deliver, in lieu of such lost, stolen, destroyed or mutilated Warrant, a new Warrant of like tenor and representing the right to purchase the same number of shares of Common Stock.

(d) Payment of Taxes. The Company will pay any documentary stamp taxes attributable to the initial issuance of the Warrant Shares issuable upon exercise of this Warrant; provided, however, that the Company shall not be required to pay any tax or taxes which may be payable in respect of any transfer involved in the issuance or delivery of any certificates representing Warrant Shares in a name other than that of the Holder in respect to which such shares are issued.

4. Adjustment of Warrant Price and Number of Shares Issuable Upon Exercise. The Warrant Price and the number of shares purchasable upon the exercise of this Warrant shall be subject to adjustment from time to time upon the occurrence of certain events described in this Section 4. Upon each adjustment of the Warrant Price, the Holder of this Warrant shall thereafter be entitled to purchase, at the Warrant Price resulting from such adjustment, the number of shares obtained by multiplying the Warrant Price in effect immediately prior to such adjustment by the number of shares purchasable pursuant hereto immediately prior to such adjustment, and dividing the product thereof by the Warrant Price resulting from such adjustment.

(a) If the Company issues or sells, or in accordance with this Section 4 is deemed to have issued or sold, any shares of Common Stock (including the issuance or sale of shares of Common Stock owned or held by or for the account of the Company for a consideration per share (the "New Issuance Price") less than a price (the "Applicable Price") equal to the Warrant Price in effect immediately prior to such issue or sale (the foregoing a "Dilutive Issuance"), then immediately after such Dilutive Issuance, the Warrant Price then in effect shall be reduced to the New Issuance Price. For purposes of determining the adjusted Warrant Price under this Section 4, the following shall be applicable:

(i) Issuance of Options. If the Company in any manner grants or sells any Options (defined below) and the lowest price per share for which one share of Common Stock is issuable upon the exercise of any such Option or upon conversion or exchange or exercise of any Convertible Securities (defined below) issuable upon exercise of such Option is less than the Applicable Price, then all of such shares of Common Stock underlying such Option shall be deemed to be outstanding and to have been issued and sold by the Company at the time of the granting or sale of such Option for such price per share. For purposes of this Section 4(a), the "lowest price per share for which one share of Common Stock is issuable upon the exercise of any such Option or upon conversion or exchange or exercise of any Convertible Securities issuable upon exercise of such Option" shall be equal to the sum of the lowest amounts of consideration (if any) received or receivable by the Company with respect to any one share of Common Stock upon granting or sale of the Option, upon exercise of the Option and upon conversion or exchange or exercise of any Convertible Security issuable upon exercise of such Option. No further adjustment of the price of conversion shall be made upon the actual issuance and/or sale of such share of Common Stock or of such Convertible Securities upon the exercise of such Options or upon the actual issuance and/or sale of such Common Stock upon conversion or exchange or exercise of such Convertible Securities. "Convertible Security" or "Convertible Securities" means any stock or other securities (other than Options) directly or indirectly convertible into or exercisable or exchangeable for shares of Common Stock, and "Option" or "Options" means any rights, warrants or options to subscribe for or purchase shares of Common Stock or Convertible Securities.

(ii) Issuance of Convertible Securities. If the Company in any manner issues or sells any Convertible Securities and the lowest price per share for which one share of Common Stock is issuable upon such conversion or exchange or exercise thereof is less than the Applicable Price, then all shares of Common Stock issuable upon conversion of such Convertible Securities shall be deemed to be outstanding and to have been issued and sold by the Company at the time of the issuance or sale of such Convertible Securities for such price per share. For the purposes of this Section 4(a)(ii), the "lowest price per share for which one share of Common Stock is issuable upon such conversion or exchange or exercise" shall be equal to the sum of the lowest amounts of consideration (if any) received or receivable by the Company with respect to any one share of Common Stock upon the issuance or sale of the Convertible Security and upon the conversion or exchange or exercise of such Convertible Security. No further adjustment of the Warrant Price shall be made upon the actual issuance of such share of Common Stock upon conversion or exchange or exercise of such Convertible Securities, and if any such issue or sale of such Convertible Securities is made upon exercise of any Options for which adjustment of the price of conversion had been or are to be made pursuant to other provisions of this Section 4, no further adjustment of the Warrant Price shall be made by reason of such issue or sale.

(iii) Change in Option Price or Rate of Conversion. If the purchase price provided for in any Options, the additional consideration, if any, payable upon the issue, conversion, exchange or exercise of any Convertible Securities, or the rate at which any Convertible Securities are convertible into or exchangeable or exercisable for Common Stock changes at any time, the Warrant Price in effect at the time of such change shall be adjusted to the Warrant Price which would have been in effect at such time had such Options or Convertible Securities provided for such changed purchase price, additional consideration or changed conversion rate, as the case may be, at the time initially granted, issued or sold. For purposes of this Section 4(a)(iii), if the terms of any Option or Convertible Security that was outstanding as of the Issuance Date are issued are changed in the manner described in the immediately preceding sentence, then such Option or Convertible Security and the Common Stock deemed issuable upon exercise, conversion or exchange thereof shall be deemed to have been issued as of the date of such change. No adjustment shall be made if such adjustment would result in an increase of the Warrant Price then in effect.

(iv) Calculation of Consideration Received. If any Option is issued in connection with the issue or sale of other securities of the Company, together comprising one integrated transaction in which no specific consideration is allocated to such Options by the parties thereto, the Options will be deemed to have been issued for a consideration of $0.01. If any Common Stock, Options or Convertible Securities are issued or sold or deemed to have been issued or sold for cash, the consideration received therefor will be deemed to be the gross amount paid by the purchaser of such Common Stock, Options, or Convertible Securities, before any commissions, discounts, fees or expenses. If any Common Stock, Options or Convertible Securities are issued to the owners of the non-surviving entity in connection with any merger in which the Company is the surviving entity, the amount of consideration therefor will be deemed to be the fair value of such portion of the net assets and business (including goodwill) of the non-surviving entity as is attributable to such Common Stock, Options or Convertible Securities, as the case may be. If any Common Stock, Options or Convertible Securities are issued or sold or deemed to have been issued or sold for non-cash consideration, the consideration received therefore will be deemed to be the fair value of such non-cash consideration as determined in good faith by the board of directors of the Company. No adjustment shall be made if such adjustment would result in an increase of the Warrant Price then in effect.

(v) Record Date. If the Company takes a record of the holders of Common Stock for the purpose of entitling them (i) to receive a dividend or other distribution payable in Common Stock, Options or in Convertible Securities or (ii) to subscribe for or purchase Common Stock, Options or Convertible Securities, then such record date will be deemed to be the date of the issue or sale of the Common Stock deemed to have been issued or sold upon the declaration of such dividend or the making of such other distribution or the date of the granting of such right of subscription or purchase, as the case may be.

(b) Stock Dividends and Splits. If the Company, at any time while this Warrant is outstanding: (i) pays a stock dividend or otherwise makes a distribution or distributions on shares of its Common Stock or any other equity or equity-equivalent securities payable in shares of Common Stock (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Company pursuant to this Warrant), (ii) subdivides outstanding shares of Common Stock into a larger number of shares, (iii) combines (including by way of reverse stock split) outstanding shares of Common Stock into a smaller number of shares, or (iv) issues by reclassification of shares of the Common Stock any shares of capital stock of the Company, then in each case the Warrant Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding immediately before such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event and the number of shares issuable upon exercise of this Warrant shall be proportionately adjusted. Any adjustment made pursuant to this Section 4(b) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or re-classification.

(c) Pro Rata Distributions. If the Company, at any time prior to the Expiration Date, shall distribute to all holders of Common Stock (and not to Holders of the Warrants) evidences of its indebtedness or assets (including cash and cash dividends) or rights or warrants to subscribe for or purchase any security other than the Common Stock, then in each such case the Warrant Price shall be adjusted by multiplying the Warrant Price in effect immediately prior to the record date fixed for determination of stockholders entitled to receive such distribution by a fraction of which the denominator shall be the Volume-Weighted Average Price ("VWAP") determined as of the record date mentioned above, and of which the numerator shall be such VWAP on such record date less the then per share fair market value at such record date of the portion of such assets or evidence of indebtedness so distributed applicable to one outstanding share of the Common Stock as determined by the board of directors of the Company in good faith. The adjustment shall be described in a statement provided to the Holder. Such adjustment shall be made whenever any such distribution is made and shall become effective immediately after the record date mentioned above.

(d) Fundamental Transactions. If, at any time while this Warrant is outstanding, there is a Fundamental Transaction (defined below), then, upon any subsequent exercise of this Warrant, the Holder shall have the right to receive, for each Warrant Share that would have been issuable upon such exercise immediately prior to the occurrence of such Fundamental Transaction, (a) the number of shares of Common Stock of the successor or acquiring corporation or of the Company, if it is the surviving corporation, and any additional consideration (the "Alternate Consideration") receivable upon or as a result of such reorganization, reclassification, merger, consolidation or disposition of assets by a Holder of the number of shares of Common Stock for which this Warrant is exercisable immediately prior to such event or (b) if the Company is acquired in an all-cash transaction, cash equal to the value of this Warrant as determined by use of the Black Scholes Option Pricing Model reflecting (i) a risk-free interest rate corresponding to the U.S. Treasury rate for a period equal to the remaining term of this Warrant as of such date of request and (ii) an expected volatility equal to the 100-day volatility obtained from the HVT function on Bloomberg for the 100-day period ending on the date of the Change of Control Redemption Notice. For purposes of any such exercise, the determination of the Warrant Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one share of Common Stock in such Fundamental Transaction, and the Company shall apportion the Warrant Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any exercise of this Warrant following such Fundamental Transaction. To the extent necessary to effectuate the foregoing provisions, any successor to the Company or surviving entity in such Fundamental Transaction shall issue to the Holder a new warrant consistent with the foregoing provisions and evidencing the Holder's right to exercise such warrant into Alternate Consideration. The terms of any agreement pursuant to which a Fundamental Transaction is effected shall include terms requiring any such successor or surviving entity to comply with the provisions of this Section 2.4 and insuring that this Warrant (or any such replacement security) will be similarly adjusted upon any subsequent transaction analogous to a Fundamental Transaction. "Fundamental Transaction" means that the Company shall, directly or

indirectly, in one or more related transactions, (i) consolidate or merge with or into (whether or not the Company is the surviving corporation) another Person, or (ii) sell, assign, transfer, convey or otherwise dispose of all or substantially all of the properties or assets of the Company to another Person, or (iii) allow another Person or Persons to make a purchase, tender or exchange offer that is accepted by the holders of more than the 50% of the outstanding shares of Voting Stock (not including any shares of Voting Stock held by the Person or Persons making or party to, or associated or affiliated with the Person or Persons making or party to, such purchase, tender or exchange offer), or (iv) consummate a stock purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with another Person whereby such other Person acquires more than the 50% of either the outstanding shares of Voting Stock (not including any shares of Voting Stock held by the other Person or other Persons making or party to, or associated or affiliated with the other Persons making or party to, such stock purchase agreement or other business combination), (v) reorganize, recapitalize or reclassify its Common Stock or (vi) any "person" or "group" (as these terms are used for purposes of Sections 13(d) and 14(d) of the Exchange Act) is or shall become the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of 50% of the aggregate Voting Stock of the Company. "Person" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind. "Voting Stock" of a Person means capital stock of such Person of the class or classes pursuant to which the holders thereof have the general voting power to elect, or the general power to appoint, at least a majority of the board of directors, managers or trustees of such Person (irrespective of whether or not at the time capital stock of any other class or classes shall have or might have voting power by reason of the happening of any contingency).

(e) Other Events. If any event occurs of the type contemplated by the provisions of this Section 4 but not expressly provided for by such provisions (including, without limitation, the granting of stock appreciation rights, phantom stock rights or other rights with equity features), then the Company's board of directors in good faith will make an appropriate adjustment in the Warrant Price so as to be equitable under the circumstances and otherwise protect the rights of the Holders; provided that no such adjustment will increase the Warrant Price as otherwise determined pursuant to this Section 4.

(f) Calculations. All calculations under this Section 4 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 4, the number of shares of Common Stock deemed to be issued and outstanding as of a given date shall be the sum of the number of shares of Common Stock (excluding treasury shares, if any) issued and outstanding.

(g) Exceptions to Adjustment of Warrant Price. Notwithstanding the foregoing, the adjustments set forth in this Section 4 shall not apply in respect to the issuance of the following (each, a "Permitted Issuance"):

(i) shares of Common Stock or Options issued or issuable in connection with any Approved Stock Plan (defined below), provided that the aggregate amount of Common Stock and Options issued and issuable under all such plans does not exceed ten percent (10%) of the then outstanding shares of Common Stock of the Company;

(ii) shares of Common Stock issued upon conversion or exercise of any Options or Convertible Securities that are outstanding on the day immediately preceding the Closing Date, provided that the terms of such Options or Convertible Securities are not amended, modified or changed on or after the Closing Date to lower the conversion or exercise price thereof and so long as the number of shares of Common Stock underlying such securities is not otherwise increased; and

(iii) shares of Common Stock issued in an underwritten public offering in which the gross cash proceeds to the Company (before underwriting discounts, commissions and fees) are at least $10,000,000.

For purposes of this Warrant, "Approved Stock Plan" means any employee benefit plan which has been approved by the Board of Directors of the Company, pursuant to which the Company's securities may be issued to any employee, consultant, officer or director for services provided to the Company

(h) Redemption Right. No sooner than fifteen (15) days nor later than ten (10) days prior to the consummation of a Corporate Change that constitutes a change of control, but not prior to the public announcement of such change of control, the Company shall deliver written notice thereof via facsimile and overnight courier to the Holder (a "Change in Control Notice"). At any time during the period beginning after the Holder's receipt of a Change of Control Notice and ending ten (10) Trading Days after the consummation of such change of control, the Holder may require the Company to redeem all or any portion of this Warrant by delivering written notice thereof ("Change in Control Redemption Notice") to the Company, which Change of Control Redemption Notice shall indicate the amount the Holder is electing to be redeemed. Any such redemption shall be in cash in the amount equal to the value of the remaining unexercised portion of this Warrant on the date of such consummation, which value shall be determined by use of the Black Scholes Option Pricing Model reflecting (A) a risk-free interest rate corresponding to the U.S. Treasury rate for a period equal to the remaining term of this Warrant as of such date of request and (B) an expected volatility equal to the 100-day volatility obtained from the HVT function on Bloomberg for the 100-day period ending on the date of the Change of Control Redemption Notice.

5. Notice of Adjustments. Whenever the Warrant Price or Warrant Share Number shall be adjusted pursuant to Section 4 hereof (for purposes of this Section 5, each an "adjustment"), the Company shall cause its Chief Financial Officer to prepare and execute a certificate setting forth, in reasonable detail, the event requiring the adjustment, the amount of the adjustment, the method by which such adjustment was calculated (including a description of the basis on which the Board made any determination hereunder), and the Warrant Price and Warrant Share Number after giving effect to such adjustment, and shall cause copies of such certificate to be delivered to the Holder of this Warrant promptly after each adjustment. Any dispute between the Company and the Holder of this Warrant with respect to the matters set forth in such certificate may at the option of the Holder of this Warrant be submitted to a national or regional accounting firm reasonably acceptable to the Company and the Holder, provided that the Company shall have ten (10) days after receipt of notice

from such Holder of its selection of such firm to object thereto, in which case such Holder shall select another such firm and the Company shall have no such right of objection. The firm selected by the Holder of this Warrant as provided in the preceding sentence shall be instructed to deliver a written opinion as to such matters to the Company and such Holder within thirty (30) days after submission to it of such dispute. Such opinion shall be final and binding on the parties hereto. The costs and expenses of the initial accounting firm shall be paid equally by the Company and the Holder and, in the case of an objection by the Company, the costs and expenses of the subsequent accounting firm shall be paid in full by the Company.

6. Fractional Shares. No fractional Warrant Shares will be issued in connection with any exercise hereof, but in lieu of such fractional shares, the Company shall round the number of shares to be issued upon exercise up to the nearest whole number of shares.

7. Ownership Caps and Certain Exercise Restrictions.

(a) Notwithstanding anything to the contrary set forth in this Warrant, at no time may a Holder of this Warrant exercise any portion of this Warrant if the number of shares of Common Stock to be issued pursuant to such exercise would exceed, when aggregated with all other shares of Common Stock beneficially owned by such Holder at such time, the number of shares of Common Stock which would result in such Holder beneficially owning (as determined in accordance with Section 13(d) of the Exchange Act and the rules thereunder) in excess of 4.99% of the then issued and outstanding shares of Common Stock; provided, however, that upon a holder of this Warrant providing the Company with sixty-one (61) days notice (pursuant to Section 12 hereof) (the "Waiver Notice") that such Holder would like to waive this Section 7(a) with regard to any or all shares of Common Stock issuable upon exercise of this Warrant, this Section 7(a) will be of no force or effect with regard to all or a portion of the Warrant referenced in the Waiver Notice; provided, further, that this provision shall be of no further force or effect during the sixty-one (61) days immediately preceding the expiration of the term of this Warrant. In all circumstances, exercise of this Warrant shall be deemed to be the Holder's representation that such exercise conforms to the provisions of this Section 7(a) and the Company shall be under no obligation to verify or ascertain compliance by the Holder with this provision.

(b) The Holder may not exercise the Warrant hereunder to the extent such exercise would result in the Holder beneficially owning (as determined in accordance with Section 13(d) of the Exchange Act and the rules thereunder) in excess of 9.99% of the then issued and outstanding shares of Common Stock, including shares issuable upon exercise of the Warrant held by the Holder after application of this Section; provided, however, that upon a holder of this Warrant providing the Company with a Waiver Notice that such holder would like to waive this Section 7(b) with regard to any or all shares of Common Stock issuable upon exercise of this Warrant, this Section 7(b) shall be of no force or effect with regard to those Warrant Shares referenced in the Waiver Notice; provided, further, that this provision shall be of no further force or effect during the sixty-one (61) days immediately preceding the expiration of the term of this Warrant. In all circumstances, exercise of this Warrant shall be deemed to be the Holder's representation that such exercise conforms to the provisions of this Section 7(b) and the Company shall be under no obligation to verify or ascertain compliance by the Holder with this provision.

8. Definitions. For the purposes of this Warrant, the following terms have the following meanings:

"Articles of Incorporation" means the Articles of Incorporation of the Company as in effect on the Original Issue Date, and as hereafter from time to time amended, modified, supplemented or restated in accordance with the terms hereof and thereof and pursuant to applicable law.

"Board" shall mean the Board of Directors of the Company.

"Capital Stock" means and includes (i) any and all shares, interests, participations or other equivalents of or interests in (however designated) corporate stock, including, without limitation, shares of preferred or preference stock, (ii) all partnership interests (whether general or limited) in any Person which is a partnership, (iii) all membership interests or limited liability company interests in any limited liability company, and (iv) all equity or ownership interests in any Person of any other type.

"Common Stock" means the Common Stock, $0.001 par value per share, of the Company and any other Capital Stock into which such stock may hereafter be changed.

"Governmental Authority" means any governmental, regulatory or self-regulatory entity, department, body, official, authority, commission, board, agency or instrumentality, whether federal, state or local, and whether domestic or foreign.

"Holders" mean the Persons who shall from time to time own any Warrant. The term "Holder" means one of the Holders.

"Independent Appraiser" means a nationally recognized or major regional investment banking firm or firm of independent certified public accountants of recognized standing (which may be the firm that regularly examines the financial statements of the Company) that is regularly engaged in the business of appraising the Capital Stock or assets of corporations or other entities as going concerns, and which is not affiliated with either the Company or the Holder of any Warrant.

"Company" means OptimizeRx Corporation, a Nevada corporation, and its successors.

"Original Issue Date" means September 5, 2008.

"OTC Bulletin Board" means the over-the-counter electronic bulletin board.

"Other Common" means any other Capital Stock of the Company of any class which shall be authorized at any time after the date of this Warrant (other than Common Stock) and which shall have the right to participate in the distribution of earnings and assets of the Company without limitation as to amount.

"Outstanding Common Stock" means, at any given time, the aggregate amount of outstanding shares of Common Stock, assuming full exercise, conversion or exchange (as applicable) of all options, warrants and other Securities which are convertible into or exercisable or exchangeable for, and any right to subscribe for, shares of Class A Common Stock that are outstanding at such time.

"Person" means an individual, corporation, limited liability company, partnership, joint stock company, trust, unincorporated organization, joint venture, Governmental Authority or other entity of whatever nature.

"Per Share Market Value" means on any particular date (a) the last closing bid price per share of the Common Stock on such date on the OTC Bulletin Board or another registered national stock exchange on which the Common Stock is then listed, or if there is no such price on such date, then the closing bid price on such exchange or quotation system on the date nearest preceding such date, or (b) if the Common Stock is not listed then on the OTC Bulletin Board or any registered national stock exchange, the last closing bid price for a share of Common Stock in the over-the-counter market, as reported by the OTC Bulletin Board or in the National Quotation Bureau Incorporated or similar organization or agency succeeding to its functions of reporting prices) at the close of business on such date, or (c) if the Common Stock is not then reported by the OTC Bulletin Board or the National Quotation Bureau Incorporated (or similar organization or agency succeeding to its functions of reporting prices), then the "Pink Sheet" quotes for the applicable Trading Days preceding such date of determination, or (d) if the Common Stock is not then publicly traded the fair market value of a share of Common Stock as determined by an Independent Appraiser selected in good faith by the Holder; provided, however, that the Company, after receipt of the determination by such Independent Appraiser, shall have the right to select an additional Independent Appraiser, in which case, the fair market value shall be equal to the average of the determinations by each such Independent Appraiser; and provided, further that all determinations of the Per Share Market Value shall be appropriately adjusted for any stock dividends, stock splits or other similar transactions during such period. The determination of fair market value by an Independent Appraiser shall be based upon the fair market value of the Company determined on a going concern basis as between a willing buyer and a willing seller and taking into account all relevant factors determinative of value, and the determination of the additional Independent Appraiser, if any, or of the Independent Appraisers otherwise shall be final and binding on all parties. In determining the fair market value of any shares of Common Stock, no consideration shall be given to any restrictions on transfer of the Common Stock imposed by agreement or by federal or state securities laws, or to the existence or absence of, or any limitations on, voting rights.

"Purchase Agreement" means the Securities Purchase Agreement dated as of September 5, 2008, among the Company and the Holder.

"Securities" means any debt or equity securities of the Company, whether now or hereafter authorized, any instrument convertible into or exchangeable for Securities or a Security, and any option, warrant or other right to purchase or acquire any Security. "Security" means one of the Securities.

"Securities Act" means the Securities Act of 1933, as amended, or any similar federal statute then in effect.

"Subsidiary" means any corporation at least 50% of whose outstanding Voting Stock shall at the time be owned directly or indirectly by the Company or by one or more of its Subsidiaries, or by the Company and one or more of its Subsidiaries.

"Term" has the meaning specified in Section 1 hereof.

"Trading Day" means (a) a day on which the Common Stock is traded on the OTC Bulletin Board, or (b) if the Common Stock is not traded on the OTC Bulletin Board, a day on which the Common Stock is quoted in the over-the-counter market as reported by the National Quotation Bureau Incorporated (or any similar organization or agency succeeding its functions of reporting prices); provided, however, that in the event that the Common Stock is not listed or quoted as set forth in (a) or (b) hereof, then Trading Day shall mean any day except Saturday, Sunday and any day which shall be a legal holiday or a day on which banking institutions in the State of New York are authorized or required by law or other government action to close.

"Voting Stock" means, as applied to the Capital Stock of any corporation, Capital Stock of any class or classes (however designated) having ordinary voting power for the election of a majority of the members of the Board of Directors (or other governing body) of such corporation, other than Capital Stock having such power only by reason of the happening of a contingency.

"Warrants" means the Warrants issued and sold pursuant to the Purchase Agreement, including, without limitation, this Warrant, and any other warrants of like tenor issued in substitution or exchange for any thereof pursuant to the provisions of Section 2(c), 2(d) or 2(e) hereof or of any of such other Warrants.

"Warrant Price" initially means $2.00, as such price may be adjusted from time to time as shall result from the adjustments specified in this Warrant, including Section 4 hereto.

"Warrant Share Number" means at any time the aggregate number of Warrant Shares which may at such time be purchased upon exercise of this Warrant, after giving effect to all prior adjustments and increases to such number made or required to be made under the terms hereof.

"Warrant Shares" means shares of Common Stock issuable upon exercise of any Warrant or Warrants or otherwise issuable pursuant to any Warrant or Warrants.

9. Other Notices. In case at any time:

(a) the Company shall make any distributions to the holders of Common Stock; or

(b) the Company shall authorize the granting to all holders of its Common Stock of rights to subscribe for or purchase any shares of Capital Stock of any class or other rights; or

(c) there shall be any reclassification of the Capital Stock of the Company; or

(d) there shall be any capital reorganization by the Company; or

(e) there shall be any (i) consolidation or merger involving the Company or (ii) sale, transfer or other disposition of all or substantially all of the Company's property, assets or business (except a merger or other reorganization in which the Company shall be the surviving corporation and its shares of Capital Stock shall continue to be outstanding and unchanged and except a consolidation, merger, sale, transfer or other disposition involving a wholly-owned subsidiary); or

(f) there shall be a voluntary or involuntary dissolution, liquidation or winding-up of the Company or any partial liquidation of the Company or distribution to holders of Common Stock;

then, in each of such cases, the Company shall give written notice to the Holder of the date on which (i) the books of the Company shall close or a record shall be taken for such dividend, distribution or subscription rights or (ii) such reorganization, reclassification, consolidation, merger, disposition, dissolution, liquidation or winding-up, as the case may be, shall take place. Such notice also shall specify the date as of which the holders of Common Stock of record shall participate in such dividend, distribution or subscription rights, or shall be entitled to exchange their certificates for Common Stock for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, disposition, dissolution, liquidation or winding-up, as the case may be. Such notice shall be given at least twenty (20) days prior to the action in question and not less than ten (10) days prior to the record date or the date on which the Company's transfer books are closed in respect thereto. This Warrant entitles the Holder to receive copies of all financial and other information distributed or required to be distributed to the holders of the Common Stock.

10. Amendment and Waiver. Any term, covenant, agreement or condition in this Warrant may be amended, or compliance therewith may be waived (either generally or in a particular instance and either retroactively or prospectively), by a written instrument or written instruments executed by the Company and the Holder; provided, however, that no such amendment or waiver shall reduce the Warrant Share Number, increase the Warrant Price, shorten the period during which this Warrant may be exercised or modify any provision of this Section 10 without the consent of the Holder of this Warrant. No consideration shall be offered or paid to any person to amend or consent to a waiver or modification of any provision of this Warrant unless the same consideration is also offered to all holders of the Warrants.

11. Governing Law; Jurisdiction. This Warrant shall be governed by and construed in accordance with the internal laws of the State of Florida, without giving effect to any of the conflicts of law principles which would result in the application of the substantive law of another jurisdiction. This Warrant shall not be interpreted or construed with any presumption against the party causing this Warrant to be drafted. The Company and the Holder agree that venue for any dispute arising under this Warrant will lie exclusively in the state or federal courts located in the state of Florida, and the parties irrevocably waive any right to raise *forum non conveniens* or any other argument that Florida is not the proper venue. The Company and the Holder irrevocably consent to personal jurisdiction in the state and federal courts of the state of Florida. The Company and the Holder consent to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address in effect for notices to it under this Warrant and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing in this Section 11 shall affect or limit any right to serve process in any other manner permitted by law. The Company agrees to pay all costs and expenses of enforcement of this Warrant, including, without limitation, reasonable attorneys' fees and expenses. The parties hereby waive all rights to a trial by jury.

12. Notices. Any notice, demand, request, waiver or other communication required or permitted to be given hereunder shall be in writing and shall be effective (a) upon hand delivery by telecopy or facsimile at the address or number designated below (if delivered on a business day during normal business hours where such notice is to be received), or the first business day following such delivery (if delivered other than on a business day during normal business hours where such notice is to be received) or (b) on the second business day following the date of mailing by express courier service, fully prepaid, addressed to such address, or upon actual receipt of such mailing, whichever shall first occur. The addresses for such communications shall be as set forth in the Purchase Agreement. Any party hereto may from time to time change its address for notices by giving written notice of such changed address to the other party hereto.

13. Warrant Agent. The Company may, by written notice to each Holder of this Warrant, appoint an agent having an office in New York, New York for the purpose of issuing Warrant Shares on the exercise of this Warrant pursuant to subsection (b) of Section 2 hereof, exchanging this Warrant pursuant to subsection (d) of Section 2 hereof or replacing this Warrant pursuant to subsection (d) of Section 3 hereof, or any of the foregoing, and thereafter any such issuance, exchange or replacement, as the case may be, shall be made at such office by such agent.

14. Remedies. The Company stipulates that the remedies at law of the Holder of this Warrant in the event of any default or threatened default by the Company in the performance of or compliance with any of the terms of this Warrant are not and will not be adequate and that, to the fullest extent permitted by law, such terms may be specifically enforced by a decree for the specific performance of any agreement contained herein or by an injunction against a violation of any of the terms hereof or otherwise.

15. Successors and Assigns. This Warrant and the rights evidenced hereby shall inure to the benefit of and be binding upon the successors and assigns of the Company, the Holder hereof and (to the extent provided herein) the Holders of Warrant Shares issued pursuant hereto, and shall be enforceable by any such Holder or Holder of Warrant Shares.

16. Modification and Severability. If, in any action before any court or agency legally empowered to enforce any provision contained herein, any provision hereof is found to be unenforceable, then such provision shall be deemed modified to the extent necessary to make it enforceable by such court or agency. If any such provision is not enforceable as set forth in the preceding sentence, the unenforceability of such provision shall not affect the other provisions of this Warrant, but this Warrant shall be construed as if such unenforceable provision had never been contained herein.

17. Headings. The headings of the Sections of this Warrant are for convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant.

18. Registration Rights. The Holder of this Warrant is entitled to the benefit of certain registration rights with respect to the Warrant Shares issuable upon the exercise of this Warrant pursuant to that certain Registration Rights Agreement, dated September 5, 2008, by and among the Company and the Holder (the "Registration Rights Agreement") and the registration rights with respect to the Warrant Shares issuable upon the exercise of this Warrant by any subsequent Holder may only be assigned in accordance with the terms and provisions of the Registrations Rights Agreement.

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IN WITNESS WHEREOF, the Company has executed this Warrant as of the day and year first above written.

OPTIMIZERx CORPORATION

By: _____

Name: David Harrell
Title: Chief Executive Officer

OPTIMIZERx CORPORATION

FORM OF EXERCISE NOTICE

The undersigned holder hereby exercises the right to purchase _____ of the shares of Common Stock ("Warrant Shares") of OPTIMIZERx Corporation, a Nevada corporation (the "Company"), evidenced by the attached Warrant to Purchase Common Stock (the "Warrant"). Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Warrant.

Dated: _____ Signature _____

Address _____
_____

Number of shares of Common Stock beneficially owned or deemed beneficially owned by the Holder on the date of Exercise: _____

The undersigned is an "accredited investor" as defined in Regulation D under the Securities Act of 1933, as amended.

The undersigned intends that payment of the Warrant Price shall be made as (check one):

Cash Exercise_____

Cashless Exercise_____

If the Holder has elected a Cash Exercise, the Holder shall pay the sum of $_____ by certified or official bank check (or via wire transfer) to the Company in accordance with the terms of the Warrant.

If the Holder has elected a Cashless Exercise, a certificate shall be issued to the Holder for the number of shares equal to the whole number portion of the product of the calculation set forth below, which is _____. The Company shall pay a cash adjustment in respect of the fractional portion of the product of the calculation set forth below in an amount equal to the product of the fractional portion of such product and the Per Share Market Value on the date of exercise, which product is _____.

$$X = Y - \frac{(A)(Y)}{B}$$

Where:

The number of shares of Common Stock to be issued to the Holder _____("X").

The number of shares of Common Stock purchasable upon exercise of all of the Warrant or, if only a portion of the Warrant is being exercised, the portion of the Warrant being exercised _____ ("Y").

The Warrant Price _____ (“A”).

The Per Share Market Value of one share of Common Stock _____ (“B”).

ASSIGNMENT

FOR VALUE RECEIVED, _____ hereby sells, assigns and transfers unto _____ the within Warrant and all rights evidenced thereby and does irrevocably constitute and appoint _____, attorney, to transfer the said Warrant on the books of the within named corporation.

Dated: _____ Signature _____

Address _____
_____

PARTIAL ASSIGNMENT

FOR VALUE RECEIVED, _____ hereby sells, assigns and transfers unto _____ the right to purchase _____ Warrant Shares evidenced by the within Warrant together with all rights therein, and does irrevocably constitute and appoint _____, attorney, to transfer that part of the said Warrant on the books of the within named corporation.

Dated: _____ Signature _____

Address _____
_____

FOR USE BY THE ISSUER ONLY:

This Warrant No. W-A-___ canceled (or transferred or exchanged) this _____ day of _____, _____, shares of Common Stock issued therefor in the name of _____, Warrant No. W-A-_____ issued for ____ shares of Common Stock in the name of _____.

EXHIBIT 10.4

REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this "Agreement") is made and entered into as of September 5, 2008, by and between OptimizeRx Corporation, a Nevada corporation (the "Company"), and Vicis Capital Master Fund, a sub-trust of Vicis Capital Series Master Trust, a unit trust organized and existing under the laws of the Cayman Islands (the "Purchaser").

This Agreement is being entered into pursuant to the Securities Purchase Agreement dated as of September 5, 2008, by and between the Company and the Purchaser (the "Purchase Agreement").

The Company and the Purchaser hereby agree as follows:

1. Definitions.

Capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the Purchase Agreement. As used in this Agreement, the following terms shall have the following meanings:

"Advice" shall have meaning set forth in Section 3(m).

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly controls or is controlled by or under common control with such Person. For the purposes of this definition, "control," when used with respect to any Person, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise; and the terms of "affiliated," "controlling" and "controlled" have meanings correlative to the foregoing.

"Board" shall have meaning set forth in Section 3(n).

"Business Day" means any day except Saturday, Sunday and any day which shall be a legal holiday or a day on which banking institutions in the state of New York generally are authorized or required by law or other government actions to close.

"Closing Date" means the date of the closing of the purchase and sale of the Preferred Shares and the Warrants pursuant to the Purchase Agreement.

"Commission" means the Securities and Exchange Commission.

"Common Stock" means the Company's Common Stock, par value $0.001 per share.

"Effectiveness Date" means, subject to Section 2(b) hereof, with respect to the Registration Statement the earlier of (A) the sixtieth (60^{th}) day following the Filing Date or (B) the date which is within five (5) Business Days after the date on which the Commission informs the Company (i) that the Commission will not review the Registration Statement or (ii) that the Company may request the acceleration of the effectiveness of the Registration Statement and the Company makes such request; provided that, if the Effectiveness Date falls on a Saturday, Sunday or any other day which shall be a legal holiday or a day on which the Commission is authorized or required by law or other government actions to close, the Effectiveness Date shall be the following Business Day.

"Effectiveness Period" shall have the meaning set forth in Section 2.

"Event" shall have the meaning set forth in Section 7(e).

"Event Date" shall have the meaning set forth in Section 7(e).

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Filing Date" means, subject to Section 2(b) hereof, the date that is 60 days after the Closing Date.

"Holder" or "Holders" means the holder or holders, as the case may be, from time to time of Registrable Securities.

"Indemnified Party" shall have the meaning set forth in Section 5(c).

"Indemnifying Party" shall have the meaning set forth in Section 5(c).

"Losses" shall have the meaning set forth in Section 5(a).

"Person" means an individual or a corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or political subdivision thereof) or other entity of any kind.

"Preferred Shares" means shares of the Series A Convertible Preferred Stock held by a Holder.

"Proceeding" means an action, claim, suit, investigation or proceeding (including, without limitation, an investigation or partial proceeding, such as a deposition), whether commenced or threatened.

"Prospectus" means the prospectus included in the Registration Statement (including, without limitation, a prospectus that includes any information previously omitted from a prospectus filed as part of an effective registration statement in reliance upon Rule 430A promulgated under the Securities Act), as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Registrable Securities covered by the Registration Statement, and all other amendments and supplements to the Prospectus, including post-effective amendments, and all material incorporated by reference in such Prospectus.

"Registrable Securities means (i) the Shares (as hereinafter defined); (iii) the Series A Warrant (as hereinafter defined); (iv) shares of Common Stock issued as dividends on the Series A Preferred Stock; and (v) shares of Common Stock issued in payment of liquidated damages under this Registration Rights Agreement, and no other securities.

"Registration Statement" means the registration statements and any additional registration statements contemplated by Section 2, including (in each case) the Prospectus, amendments and supplements to such registration statement or Prospectus, including pre- and post-effective amendments, all exhibits thereto, and all material incorporated by reference in such registration statement.

"Rule 144" means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

"Rule 158" means Rule 158 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

"Rule 415" means Rule 415 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

"Rule 424" means Rule 424 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

"Securities Act" means the Securities Act of 1933, as amended.

"Series A Preferred Stock" means the Series A Convertible Preferred Stock of the Company, par value $.001 per share.

"Series A Warrant" means the Series A Warrants to purchase shares of Common Stock issued to the Purchaser pursuant to the Purchase Agreement.

"Shares" means the Shares of Common Stock underlying the Series A Preferred Stock, and the shares of Common Stock underlying the Series A Warrant pursuant to Section 7(e) herein.

"Special Counsel" means the counsel identified by Holders to the Company, for which the Holders will be reimbursed by the Company pursuant to Section 4.

2. Resale Registration.

(a) On or prior to the Filing Date, the Company shall prepare and file with the Commission a "resale" Registration Statement providing for the resale of all Registrable Securities for an offering to be made on a continuous basis pursuant to Rule 415. The Registration Statement shall be on Form S-1 (except if the Company is not then eligible to register for resale the Registrable Securities on Form S-1, in which case such registration shall be on another appropriate form in accordance herewith and with the Securities Act and the rules promulgated thereunder). Such Registration Statement shall cover to the extent allowable under the Securities Act and the rules promulgated thereunder (including Rule 416), such indeterminate number of additional shares of Common Stock resulting from stock splits, stock dividends or similar transactions with respect to the Registrable Securities. The Company shall (i) not permit any securities other than the Registrable Shares to be included in the Registration Statement and (ii) use its best efforts to cause the Registration Statement to be declared effective under the Securities Act on or before the Effectiveness Date, and to keep such Registration Statement continuously effective under the Securities Act until such date as is the earlier of (x) the date when all Registrable Securities covered by such Registration Statement have been sold or (y) the date on which the Registrable Securities may be sold without any restriction pursuant to Rule 144 without restriction as to volume or manner of sale as determined by the counsel to the Company pursuant to a written opinion letter, addressed to the Company's transfer agent to such effect (the "Effectiveness Period"). The Company shall request that the effective time of the Registration Statement is 4:00 p.m. Eastern Time on the effective date. If at any time and for any reason, an additional Registration Statement is required to be filed because at such time the actual number of shares of Common Stock into which the Preferred Shares are convertible and the Warrants are exercisable plus the number of shares of Common Stock exceeds the number of shares of Registrable Securities remaining under the Registration Statement, the Company shall have twenty (20) Business Days or such longer period required by the Commission to file such additional Registration Statement, and the Company shall use its best efforts to cause such additional Registration Statement to be declared effective by the Commission as soon as possible, but in no event later than ninety (90) days after filing.

(b) Notwithstanding anything to the contrary set forth in this Section 2, in the event the Commission does not permit the Company to register all of the Registrable Securities in the Registration Statement because of the Commission's application of Rule 415, the Company shall register in the Registration Statement such number of Registrable Securities as is permitted by the Commission, provided, however, that the number of Registrable Securities to be included in such Registration Statement or any subsequent registration statement shall be determined in the following order: (i) first, the shares of Common Stock issuable upon conversion of the Preferred Shares shall be registered, and (ii) second, the shares of Common Stock issuable upon exercise of the Warrants shall be registered on a pro rata basis among the holders of the Warrants. In the event the Commission does not permit the Company to register all of the Registrable Securities in the initial Registration Statement, the Company shall use its best efforts to file subsequent Registration Statements to register the Registrable Securities that were not registered in the initial Registration Statement as promptly as possible and in a manner permitted by the Commission. For purposes of this Section 2(b), "Filing Date" means with respect to each subsequent Registration Statement filed pursuant hereto, the later of (i) sixty (60) days following the sale of substantially all of the Registrable Securities included in the initial Registration Statement or any subsequent Registration Statement and (ii) six (6) months following the effective date of the initial Registration Statement or any subsequent Registration Statement, as applicable, or such earlier date as permitted by the Commission. For purposes of this Section 2(b),

"Effectiveness Date" means with respect to each subsequent Registration Statement filed pursuant hereto, the earlier of (A) the sixtieth (60^{th}) day following the filing date of such Registration Statement or (B) the date which is within five (5) Business Days after the date on which the Commission informs the Company (i) that the Commission will not review such Registration Statement or (ii) that the Company may request the acceleration of the effectiveness of such Registration Statement and the Company makes such request; provided that, if the Effectiveness Date falls on a Saturday, Sunday or any other day which shall be a legal holiday or a day on which the Commission is authorized or required by law or other government actions to close, the Effectiveness Date shall be the following Business Day.

3. Registration Procedures.

In connection with the Company's registration obligations hereunder, the Company shall:

(a) Prepare and file with the Commission, on or prior to the Filing Date, a Registration Statement on Form S-1 (or if the Company is not then eligible to register for resale the Registrable Securities on Form S-1 such registration shall be on another appropriate form in accordance herewith and the Securities Act and the rules promulgated thereunder) in accordance with the plan of distribution as set forth on Exhibit A hereto and in accordance with applicable law, and cause the Registration Statement to become effective and remain effective as provided herein; provided, however, that not less than five (5) Business Days prior to the filing of the Registration Statement or any related Prospectus or any amendment or supplement thereto, the Company shall (i) furnish to the Holders and any Special Counsel, copies of all such documents proposed to be filed, which documents will be subject to the review of such Holders and such Special Counsel, and (ii) cause its officers and directors, counsel and independent certified public accountants to respond to such inquiries as shall be necessary, in the reasonable opinion of Special Counsel, to conduct a reasonable review of such documents. The Company shall not file the Registration Statement or any such Prospectus or any amendments or supplements thereto to which the Holders of a majority of the Registrable Securities or any Special Counsel shall reasonably object in writing within three (3) Business Days of their receipt thereof.

(b) (i) Prepare and file with the Commission such amendments, including post-effective amendments, to the Registration Statement as may be necessary to keep the Registration Statement continuously effective as to the applicable Registrable Securities for the Effectiveness Period and prepare and file with the Commission such additional Registration Statements as necessary in order to register for resale under the Securities Act all of the Registrable Securities; (ii) cause the related Prospectus to be amended or supplemented by any required Prospectus supplement, and as so supplemented or amended to be filed pursuant to Rule 424 (or any similar provisions then in force) promulgated under the Securities Act; (iii) respond as promptly as possible, but in no event later than ten (10) Business Days, to any comments received from the Commission with respect to the

Registration Statement or any amendment thereto and as promptly as possible provide the Holders true and complete copies of all correspondence from and to the Commission relating to the Registration Statement; (iv) file the final prospectus pursuant to Rule 424 of the Securities Act no later than 9:00 a.m. Eastern Time on the Business Day following the date the Registration Statement is declared effective by the Commission; and (v) comply in all material respects with the provisions of the Securities Act and the Exchange Act with respect to the disposition of all Registrable Securities covered by the Registration Statement during the Effectiveness Period in accordance with the intended methods of disposition by the Holders thereof set forth in the Registration Statement as so amended or in such Prospectus as so supplemented.

(c) Notify the Holders of Registrable Securities and any Special Counsel as promptly as possible (and, in the case of (i)(A) below, not less than five (5) Business Days prior to such filing, and in the case of (iii) below, on the same day of receipt by the Company of such notice from the Commission) and (if requested by any such Person) confirm such notice in writing no later than one (1) Business Day following the day (i)(A) when a Prospectus or any Prospectus supplement or post-effective amendment to the Registration Statement is filed; (B) when the Commission notifies the Company whether there will be a "review" of such Registration Statement and whenever the Commission comments in writing on such Registration Statement and (C) with respect to the Registration Statement or any post-effective amendment, when the same has become effective; (ii) of any request by the Commission or any other Federal or state governmental authority for amendments or supplements to the Registration Statement or Prospectus or for additional information; (iii) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement covering any or all of the Registrable Securities or the initiation or threatening of any Proceedings for that purpose; (iv) if at any time any of the representations and warranties of the Company contained in any agreement contemplated hereby ceases to be true and correct in all material respects; (v) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Securities for sale in any jurisdiction, or the initiation or threatening of any Proceeding for such purpose; and (vi) of the occurrence of any event that makes any statement made in the Registration Statement or Prospectus or any document incorporated or deemed to be incorporated therein by reference untrue in any material respect or that requires any revisions to the Registration Statement, Prospectus or other documents so that, in the case of the Registration Statement or the Prospectus, as the case may be, it will not contain any 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, in the light of the circumstances under which they were made, not misleading.

(d) Use its best efforts to avoid the issuance of, or, if issued, obtain the withdrawal of, as promptly as possible, (i) any order suspending the effectiveness of the Registration Statement or (ii) any suspension of the qualification (or exemption from qualification) of any of the Registrable Securities for sale in any jurisdiction.

(e) If requested by the Holders of a majority in interest of the Registrable Securities, (i) promptly incorporate in a Prospectus supplement or post-effective amendment to the Registration Statement such information as the Company reasonably agrees should be included therein and (ii) make all required filings of such Prospectus supplement or such post-effective amendment as soon as practicable after the Company has received notification of the matters to be incorporated in such Prospectus supplement or post-effective amendment.

(f) If requested by any Holder, furnish to such Holder and any Special Counsel, without charge, at least one conformed copy of each Registration Statement and each amendment thereto, including financial statements and schedules, all documents incorporated or deemed to be incorporated therein by reference, and all exhibits to the extent requested by such Person (including those previously furnished or incorporated by reference) promptly after the filing of such documents with the Commission.

(g) Promptly deliver to each Holder and any Special Counsel, without charge, as many copies of the Prospectus or Prospectuses (including each form of prospectus) and each amendment or supplement thereto as such Persons may reasonably request; and subject to the provisions of Sections 3(m) and 3(n), the Company hereby consents to the use of such Prospectus and each amendment or supplement thereto by each of the selling Holders in connection with the offering and sale of the Registrable Securities covered by such Prospectus and any amendment or supplement thereto.

(h) Prior to any public offering of Registrable Securities, use its best efforts to register or qualify or cooperate with the selling Holders and any Special Counsel in connection with the registration or qualification (or exemption from such registration or qualification) of such Registrable Securities for offer and sale under the securities or Blue Sky laws of such jurisdictions within the United States as any Holder requests in writing, to keep each such registration or qualification (or exemption therefrom) effective during the Effectiveness Period and to do any and all other acts or things necessary or advisable to enable the disposition in such jurisdictions of the Registrable Securities covered by a Registration Statement; provided, however, that the Company shall not be required to qualify generally to do business in any jurisdiction where it is not then so qualified or to take any action that would subject it to general service of process in any such jurisdiction where it is not then so subject or subject the Company to any material tax in any such jurisdiction where it is not then so subject.

(i) Cooperate with the Holders to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be sold pursuant to a Registration Statement, which certificates, to the extent permitted by the Purchase Agreement and applicable federal and state securities laws, shall be free of all restrictive legends, and to enable such Registrable Securities to be in such denominations and registered in such names as any Holder may request in connection with any sale of Registrable Securities.

(j) Upon the occurrence of any event contemplated by Section 3(c)(vi), as promptly as possible, prepare a supplement or amendment, including a post-effective amendment, to the Registration Statement or a supplement to the related Prospectus or any document incorporated or deemed to be incorporated therein by reference, and file any other required document so that, as thereafter delivered, neither the Registration Statement nor such Prospectus will contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(k) Use its best efforts to cause all Registrable Securities relating to the Registration Statement to be listed or quoted on the OTC Bulletin Board or any other securities exchange, quotation system or market, if any, on which similar securities issued by the Company are then listed or traded as and when required pursuant to the Purchase Agreement.

(l) Comply in all material respects with all applicable rules and regulations of the Commission and make generally available to its security holders all documents filed or required to be filed with the Commission, including, but not limited, to, earning statements satisfying the provisions of Section 11(a) of the Securities Act and Rule 158 not later than 45 days after the end of any 12-month period (or 90 days after the end of any 12-month period if such period is a fiscal year) commencing on the first day of the first fiscal quarter of the Company after the effective date of the Registration Statement, which statement shall conform to the requirements of Rule 158.

(m) The Company may require each selling Holder to furnish to the Company information regarding such Holder and the distribution of such Registrable Securities as is required by law to be disclosed in the Registration Statement, Prospectus, or any amendment or supplement thereto, and the Company may exclude from such registration the Registrable Securities of any such Holder who unreasonably fails to furnish such information within a reasonable time after receiving such request.

If the Registration Statement refers to any Holder by name or otherwise as the holder of any securities of the Company, then such Holder shall have the right to require (if such reference to such Holder by name or otherwise is not required by the Securities Act or any similar federal statute then in force) the deletion of the reference to such Holder in any amendment or supplement to the Registration Statement filed or prepared subsequent to the time that such reference ceases to be required.

Each Holder covenants and agrees that it will not sell any Registrable Securities under the Registration Statement until the Company has electronically filed the Prospectus as then amended or supplemented as contemplated in Section 3(g) and notice from the Company that the Registration Statement and any post-effective amendments thereto have become effective as contemplated by Section 3(c).

Each Holder agrees by its acquisition of such Registrable Securities that, upon receipt of a notice from the Company of the occurrence of any event of the kind described in Section 3(c)(ii), 3(c)(iii), 3(c)(iv), 3(c)(v), 3(c)(vi) or 3(n), such Holder will forthwith discontinue disposition of such Registrable Securities under the Registration Statement until such Holder's receipt of the copies of the supplemented Prospectus and/or amended Registration Statement contemplated by Section 3(j), or until it is advised in writing (the "Advice") by the Company that the use of the applicable Prospectus may be resumed, and, in either case, has received copies of any additional or supplemental filings that are incorporated or deemed to be incorporated by reference in such Prospectus or Registration Statement.

(n) If (i) there is material non-public information regarding the Company which the Company's Board of Directors (the "Board") determines not to be in the Company's best interest to disclose and which the Company is not otherwise required to disclose, (ii) there is a significant business opportunity (including, but not limited to, the acquisition or disposition of assets (other than in the ordinary course of business) or any merger, consolidation, tender offer or other similar transaction) available to the Company which the Board determines not to be in the Company's best interest to disclose, or (iii) the Company is required to file a post-effective amendment to the Registration Statement to incorporate the Company's quarterly and annual reports and audited financial statements on Forms 10-Q and 10-K, then the Company may (x) postpone or suspend filing of a registration statement for a period not to exceed thirty (30) consecutive days or (y) postpone or suspend effectiveness of a registration statement for a period not to exceed twenty (15) consecutive days; provided that the Company may not postpone or suspend effectiveness of a registration statement under this Section 3(n) for more than sixty (60) days in the aggregate during any three hundred sixty (360) day period; provided, however, that no such postponement or suspension shall be permitted for consecutive fifteen (15) day periods arising out of the same set of facts, circumstances or transactions.

4. Registration Expenses.

All fees and expenses incident to the performance of or compliance with this Agreement by the Company, except as and to the extent specified in this Section 4, shall be borne by the Company whether or not the Registration Statement is filed or becomes effective and whether or not any Registrable Securities are sold pursuant to the Registration Statement. The fees and expenses referred to in the foregoing sentence shall include, without limitation, (i) all registration and filing fees (including, without limitation, fees and expenses (A) with respect to filings required to be made with the OTC Bulletin Board and each securities exchange or other market on which Registrable Securities are required hereunder to be listed, if any (B) with respect to filing fees required to be paid to the Financial Industry Regulatory Authority ("FINRA") and (C) in compliance with state securities or Blue Sky laws (including, without limitation, fees and disbursements of counsel for the Holders in connection with Blue Sky qualifications of the Registrable Securities and determination of the eligibility of the Registrable Securities for investment under the laws of such jurisdictions as the Holders of a majority of Registrable Securities may designate)), (ii) printing expenses (including, without limitation, expenses of printing certificates for Registrable Securities and of printing prospectuses if the printing of prospectuses is requested by the holders of a majority of the Registrable Securities included in the Registration Statement), (iii) messenger, telephone and delivery expenses, (iv) fees and disbursements of counsel for the Company and Special Counsel for the Holders, in the case of the Special Counsel, up to a maximum amount of $3,500, (v) Securities Act liability insurance, if the Company so desires such insurance, and (vi) fees and expenses of all other Persons retained by the Company in connection with the consummation of the transactions contemplated by this Agreement, including, without limitation, the Company's independent public accountants (including the expenses of any comfort letters or costs associated with the delivery by independent public accountants of a comfort letter or comfort letters). 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, the fees and expenses incurred in connection with the listing of the Registrable Securities on any securities exchange as required hereunder. The Company shall not be responsible for any discounts, commissions, transfer taxes or other similar fees incurred by the Holders in connection with the sale of the Registrable Securities.

5. Indemnification.

(a) Indemnification by the Company. The Company shall, notwithstanding any termination of this Agreement, indemnify and hold harmless each Holder, the officers, directors, managers, partners, members, shareholders, agents, brokers, investment advisors and employees of each of them, each Person who controls any such Holder (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) and the officers, directors, agents and employees of each such controlling Person, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, costs of preparation and attorneys' fees) and expenses (collectively, "Losses"), as incurred, arising out of or relating to any violation of securities laws or untrue or alleged untrue statement of a material fact contained in the Registration Statement, any Prospectus or any form of prospectus or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus or form of prospectus or supplement thereto, in the light of the circumstances under which they were made) not misleading, except to the extent, but only to the extent, that such untrue statements or omissions are based solely upon information regarding such Holder or such other Indemnified Party furnished in writing to the Company by such Holder expressly for use therein. The Company shall notify the Holders promptly of the institution, threat or assertion of any Proceeding of which the Company is aware in connection with the transactions contemplated by this Agreement.

(b) Indemnification by Holders. Each Holder shall, severally and not jointly, indemnify and hold harmless the Company, its directors, officers, agents and employees, each Person who controls the Company (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), and the directors, officers, agents and employees of such controlling Persons, to the fullest extent permitted by applicable law, from and against all Losses (as determined by a court of competent jurisdiction in a final judgment not subject to appeal or review or a judgment not appealed in the requisite time period), as incurred, arising solely out of or based solely upon any untrue statement of a material fact contained in the Registration Statement, any Prospectus, or any form of prospectus, or in any amendment or supplement thereto, or arising solely out of or based solely upon any omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus or form of prospectus or supplement thereto, in the light of the circumstances under which they were made) not misleading, to the extent, but only to the extent, that such untrue statement or omission is contained in any information so furnished in writing by such Holder or other Indemnifying Party to the Company specifically for inclusion in the Registration Statement or such Prospectus. Notwithstanding anything to the contrary contained herein, each Holder shall be liable under this Section 5(b) for only that amount as does not exceed the net proceeds to such Holder as a result of the sale of Registrable Securities pursuant to such Registration Statement.

(c) Conduct of Indemnification Proceedings. If any Proceeding shall be brought or asserted against any Person entitled to indemnity hereunder (an "Indemnified Party"), such Indemnified Party promptly shall notify the Person from whom indemnity is sought (the "Indemnifying Party") in writing, and the Indemnifying Party shall be entitled to assume the defense thereof, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of all fees and expenses incurred in connection with defense thereof; provided, that the failure of any Indemnified Party to give such notice shall not relieve the Indemnifying Party of its obligations or liabilities pursuant to this Agreement, except (and only) to the extent that it shall be finally determined by a court of competent jurisdiction (which determination is not subject to appeal or further review) that such failure shall have proximately and materially adversely prejudiced the Indemnifying Party.

An Indemnified Party shall have the right to employ separate counsel in any such Proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Parties unless: (1) the Indemnifying Party has agreed in writing to pay such fees and expenses; or (2) the Indemnifying Party shall have failed promptly to assume the defense of such Proceeding and to employ counsel reasonably satisfactory to such Indemnified Party in any such Proceeding; or (3) the named parties to any such Proceeding (including any impleaded parties) include both such Indemnified Party and the Indemnifying Party, and such parties shall have been advised by counsel that a conflict of interest is likely to exist if the same counsel were to represent such Indemnified Party and the Indemnifying Party (in which case, if such Indemnified Party notifies the Indemnifying Party in writing that it elects to employ separate counsel at the expense of the Indemnifying Party, the Indemnifying Party shall not have the right to assume the defense thereof and such counsel shall be at the expense of the Indemnifying Party). The Indemnifying Party shall not be liable for any settlement of any such Proceeding effected without its written consent, which consent shall not be unreasonably withheld or delayed. No Indemnifying Party shall, without the prior written consent of the Indemnified Party, effect any settlement of any pending or threatened Proceeding in respect of which any Indemnified Party is a party and indemnity has been sought hereunder, unless such settlement includes an unconditional release of such Indemnified Party from all liability on claims that are the subject matter of such Proceeding.

All fees and expenses of the Indemnified Party (including reasonable fees and expenses to the extent incurred in connection with investigating or preparing to defend such Proceeding in a manner not inconsistent with this Section) shall be paid to the Indemnified Party, as incurred, within ten (10) Business Days of written notice thereof to the Indemnifying Party (regardless of whether it is ultimately determined that an Indemnified Party is not entitled to indemnification hereunder; provided, that the Indemnified Party shall reimburse all such fees and expenses to the extent it is finally judicially determined that such Indemnified Party is not entitled to indemnification hereunder).

(d) Contribution. If a claim for indemnification under Section 5(a) or 5(b) is due but unavailable to an Indemnified Party because of a failure or refusal of a governmental authority to enforce such indemnification in accordance with its terms (by reason of public policy or otherwise), then each Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such Losses, in such proportion as is appropriate to reflect the relative benefits received by the Indemnifying Party on the one hand and the Indemnified Party on the other from the offering of the Preferred Shares and the Warrants. If, but only if, the allocation provided by the foregoing sentence is not permitted by applicable law, the allocation of contribution shall be made in such proportion as is appropriate to reflect not only the relative benefits referred to in the foregoing sentence but also the relative fault, as applicable, of the Indemnifying Party and Indemnified Party in connection with the actions, statements or omissions that resulted in such Losses as well as any other relevant equitable considerations. The relative fault of such Indemnifying Party and Indemnified Party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission of a material fact, has been taken or made by, or relates to information supplied by, such Indemnifying Party or Indemnified Party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such action, statement or omission. The amount paid or payable by a party as a result of any Losses shall be deemed to include, subject to the limitations set forth in Section 5(c), any reasonable attorneys' or other reasonable fees or expenses incurred by such party in connection with any Proceeding to the extent such party would have been indemnified for such fees or expenses if the indemnification provided for in this Section was available to such party in accordance with its terms. In no event shall any selling Holder be required to contribute an amount under this Section 5(d) in excess of the net proceeds received by such Holder upon sale of such Holder's Registrable Securities pursuant to the Registration Statement giving rise to such contribution obligation.

The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 5(d) were determined by pro rata allocation or by any other method of allocation that does not take into account the equitable considerations referred to in the immediately preceding paragraph. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

The indemnity and contribution agreements contained in this Section are in addition to any liability that the Indemnifying Parties may have to the Indemnified Parties pursuant to the law.

6. Rule 144.

As long as any Holder owns the Preferred Shares, Warrants or Registrable Securities, the Company covenants to timely file (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by the Company after the date hereof pursuant to Section 13(a) or 15(d) of the Exchange Act. As long as any Holder owns the Preferred Shares, Warrants or Registrable Securities, if the Company is not required to file reports pursuant to Section 13(a) or 15(d) of the Exchange Act, it will prepare

and furnish to the Holders and make publicly available in accordance with Rule 144 promulgated under the Securities Act annual and quarterly financial statements, together with a discussion and analysis of such financial statements in form and substance substantially similar to those that would otherwise be required to be included in reports required by Section 13(a) or 15(d) of the Exchange Act, as well as any other information required thereby, in the time period that such filings would have been required to have been made under the Exchange Act. The Company further covenants that it will take such further action as any Holder may reasonably request, all to the extent required from time to time to enable such Person to sell Conversion Shares and Warrant Shares 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 relating to such sale pursuant to Rule 144. Upon the request of any Holder, the Company shall deliver to such Holder a written certification of a duly authorized officer as to whether it has complied with such requirements.

7. Miscellaneous.

(a) Remedies. In the event of a breach by the Company or by a Holder, of any of their obligations under this Agreement, such Holder or the Company, as the case may be, in addition to being entitled to exercise all rights granted by law and under this Agreement, including recovery of damages, will be entitled to specific performance of its rights under this Agreement. The Company and each Holder agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, it shall waive the defense that a remedy at law would be adequate.

(b) No Inconsistent Agreements. Neither the Company nor any of its subsidiaries has, as of the date hereof entered into and currently in effect, nor shall the Company or any of its subsidiaries, on or after the date of this Agreement, enter into any agreement with respect to its securities that is inconsistent with the rights granted to the Holders in this Agreement or otherwise conflicts with the provisions hereof. Except as disclosed in the Schedules to the Purchase Agreement, neither the Company nor any of its subsidiaries has previously entered into any agreement currently in effect granting any registration rights with respect to any of its securities to any Person. Without limiting the generality of the foregoing, without the written consent of the Holders of a majority of the then-outstanding Series A Preferred Stock, the Company shall not grant to any Person the right to request the Company to register any securities of the Company under the Securities Act unless the rights so granted are subject in all respects to the prior rights in full of the Holders set forth herein, and are not otherwise in conflict with the provisions of this Agreement.

(c) No Piggyback on Registrations. Neither the Company nor any of its security holders (other than as disclosed in the Schedules to the Purchase Agreement) may include securities of the Company in the Registration Statement other than the Registrable Securities. Without the consent of the Majority Holders, the Company shall not file any other registration statement with the Commission until the earlier of: (i) 60 Trading Days following the date that a Registration Statement or Registration Statements registering all the Registrable Securities is declared effective by the Commission; and (ii) the date the Registrable Securities are saleable under Rule 144 under the Securities Act without restriction as to volume or manner of sale; provided that this Section shall not prohibit the Company from filing a post-effective amendment to registration statements that was declared effective prior to the date hereof or to a registration statement filed with the Commission on Forms S-4 or S-8.

(d) Piggy-Back Registrations. If at any time when there is not an effective Registration Statement covering (i) Conversion Shares or (ii) Warrant Shares, the Company shall determine to prepare and file with the Commission a registration statement relating to an offering for its own account or the account of others under the Securities Act of any of its equity securities, other than on Form S-4 or Form S-8 (each as promulgated under the Securities Act) or their then equivalents relating to equity securities to be issued solely in connection with any acquisition of any entity or business or equity securities issuable in connection with stock option or other employee benefit plans, the Company shall send to each holder of Registrable Securities written notice of such determination and, if within twenty (20) days after receipt of such notice, or within such shorter period of time as may be specified by the Company in such written notice as may be necessary for the Company to comply with its obligations with respect to the timing of the filing of such registration statement, any such holder shall so request in writing, (which request shall specify the Registrable Securities intended to be disposed of by the Purchaser), the Company will cause the registration under the Securities Act of all Registrable Securities which the Company has been so requested to register by the holder, to the extent requisite to permit the disposition of the Registrable Securities so to be registered, provided that if at any time after giving written notice of its intention to register any securities and prior to the effective date of the registration statement filed in connection with such registration, the Company shall determine for any reason not to register or to delay registration of such securities, the Company may, at its election, give written notice of such determination to such holder and, thereupon, (i) in the case of a determination not to register, shall be relieved of its obligation to register any Registrable Securities in connection with such registration (but not from its obligation to pay expenses in accordance with Section 4 hereof), and (ii) in the case of a determination to delay registering, shall be permitted to delay registering any Registrable Securities being registered pursuant to this Section 7(d) for the same period as the delay in registering such other securities. The Company shall include in such registration statement all or any part of such Registrable Securities such holder requests to be registered; provided, however, that the Company shall not be required to register any Registrable Securities pursuant to this Section 7(d) that are eligible for sale without regard to volume or manner of sale limitations pursuant to Rule 144 of the Securities Act. In the case of an underwritten public offering, if the managing underwriter(s) or underwriter(s) should reasonably object to the inclusion of

the Registrable Securities in such registration statement, then if the Company after consultation with the managing underwriter should reasonably determine that the inclusion of such Registrable Securities would materially adversely affect the offering contemplated in such registration statement, and based on such determination recommends inclusion in such registration statement of fewer or none of the Registrable Securities of the Holders, then (x) the number of Registrable Securities of the Holders included in such registration statement shall be reduced pro-rata among such Holders (based upon the number of Registrable Securities requested to be included in the registration), if the Company after consultation with the underwriter(s) recommends the inclusion of fewer Registrable Securities, or (y) none of the Registrable Securities of the Holders shall be included in such registration statement, if the Company after consultation with the underwriter(s) recommends the inclusion of none of such Registrable Securities; provided, however, that if securities are being offered for the account of other persons or entities as well as the Company, such reduction shall not represent a greater fraction of the number of Registrable Securities intended to be offered by the Holders than the fraction of similar reductions imposed on such other persons or entities (other than the Company).

(e) Failure to File Registration Statement and Other Events. The Company and the Purchaser agree that the Holders will suffer damages if the Registration Statement is not filed on or prior to the Filing Date and not declared effective by the Commission on or prior to the Effectiveness Date and maintained in the manner contemplated herein during the Effectiveness Period or if certain other events occur. The Company and the Holders further agree that it would not be feasible to ascertain the extent of such damages with precision. Accordingly, if (A) the Registration Statement is not filed on or prior to the Filing Date, or (B) the Registration Statement is not declared effective by the Commission on or prior to the Effectiveness Date, or (C) the Company fails to file with the Commission a request for acceleration in accordance with Rule 461 promulgated under the Securities Act within five (5) Business Days of the date that the Company is notified (orally or in writing, whichever is earlier) by the Commission that a Registration Statement will not be "reviewed," or not subject to further review, or (D) the Registration Statement is filed with and declared effective by the Commission but thereafter ceases to be effective as to all Registrable Securities at any time prior to the expiration of the Effectiveness Period, without being succeeded immediately by a subsequent Registration Statement filed with and declared effective by the Commission, or (E) the Company has breached Section 3(n) hereof, or (F) trading in the Common Stock shall be suspended or if the Common Stock is no longer quoted on or is delisted from the principal exchange or market on which the Common Stock is then traded for any reason for more than three (3) Business Days in the aggregate (any such failure or breach being referred to as an "Event," and for purposes of clauses (A) and (B) the date on which such Event occurs, or for purposes of clause (C) the date on which such five (5) Business Day period is exceeded, or for purposes of clause (D) after more than fifteen (15) Business Days, or for purposes of clause (F) the date on which such three (3) Business Day period is exceeded, being referred to as an "Event Date"), then and only then, the Company shall pay an amount in cash as liquidated damages to each Holder equal to one percent (1.0%) of the Face Value of the Preferred Shares then held by such Holder on such Event Date and one-half percent (0.5%) of the Face Value of the Preferred Shares then held by such Holder for

each calendar month or portion thereof thereafter from the Event Date until the applicable Event is cured; provided, however, that in no event shall the amount of liquidated damages payable at any time and from time to time to any Holder pursuant to this Section 7(e) exceed an aggregate of six percent (6.0%) of the Face Value of the Preferred Shares then held by such Holder. Notwithstanding anything to the contrary in this paragraph (e), if (a) any of the Events described in clauses (A), (B), (C), (D) or (F) shall have occurred, (b) on or prior to the applicable Event Date, the Company shall have exercised its rights under Section 3(n) hereof and (c) the postponement or suspension permitted pursuant to such Section 3(n) shall remain effective as of such applicable Event Date, then the applicable Event Date shall be deemed instead to occur on the second Business Day following the termination of such postponement or suspension. Liquidated damages payable by the Company pursuant to this Section 7(e) shall be payable on the first (1st) Business Day of each thirty (30)-day period following the Event Date.

(f) Amendments and Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, unless the same shall be in writing and signed by the Company and the Holders of seventy-five percent (75%) of the Registrable Securities outstanding.

(g) Notices. Any notice, demand, request, waiver or other communication required or permitted to be given hereunder shall be in writing and shall be effective (a) upon hand delivery, telecopy or facsimile at the address or number designated below (if delivered on a business day during normal business hours where such notice is to be received), or the first business day following such delivery (if delivered other than on a business day during normal business hours where such notice is to be received) or (b) on the second business day following the date of mailing by express courier service, fully prepaid, addressed to such address, or upon actual receipt of such mailing, whichever shall first occur. The addresses for such communications shall be:

If to the Company:	OptimizeRx Corporation 407 Sixth Street Rochester, MI 48307 Attention: David Harrell Phone: (248) 651-6558 Fax: (248) 651-6748
with copies (which shall not constitute notice) to:	Darrin M. Ocasio, Esq. Sichenzia Ross Friedman Ference LLP 61 Broadway New York, NY 10006 Phone: (212) 930-9700 Fax: (212) 930-9725
If to Purchaser:	Vicis Capital Master Fund 126 East 56th Street Tower 56, Suite 700 New York, New York 10022 Attention: Shad Stastney Tel No.: (212) 909-4600 Fax No.: (212) 909-4601

with copies (which shall not constitute notice) to:

Quarles & Brady LLP
411 East Wisconsin Avenue, Suite 2040
Milwaukee, Wisconsin 53202
Attention: Andrew D. Ketter
Tel No.: (414) 277-5629
Fax No.: (414) 978-8972

Any party hereto may from time to time change its address for notices by giving at least ten (10) days written notice of such changed address to the other party hereto.

(h) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns and shall inure to the benefit of each Holder and its successors and assigns. The Company may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of each Holder. Each Purchaser may assign its rights hereunder in the manner and to the Persons as permitted under the Purchase Agreement.

(i) Assignment of Registration Rights. The rights of each Holder hereunder, including the right to have the Company register for resale Registrable Securities in accordance with the terms of this Agreement, shall be automatically assignable by each Holder to any Person of all or a portion of the Preferred Shares or the Registrable Securities if: (i) the Holder agrees in writing with the transferee or assignee to assign such rights, and a copy of such agreement is furnished to the Company within a reasonable time after such assignment, (ii) the Company is, within a reasonable time after such transfer or assignment, furnished with written notice of (a) the name and address of such transferee or assignee, and (b) the securities with respect to which such registration rights are being transferred or assigned, (iii) following such transfer or assignment the further disposition of such securities by the transferee or assignees is restricted under the Securities Act and applicable state securities laws, (iv) at or before the time the Company receives the written notice contemplated by clause (ii) of this Section, the transferee or assignee agrees in writing with the Company to be bound by all of the provisions of this Agreement, and (v) such transfer shall have been made in accordance with the applicable requirements of the Purchase Agreement. The rights to assignment shall apply to the Holders (and to subsequent) successors and assigns.

(j) Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and, all of which taken together shall constitute one and the same Agreement and shall become effective when counterparts have been signed by each party and delivered to the other parties hereto, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission, such signature shall create a valid binding obligation of the party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such facsimile signature were the original thereof.

(k) Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida, without giving effect to any of the conflicts of law principles which would result in the application of the substantive law of another jurisdiction. This Agreement shall not be interpreted or construed with any presumption against the party causing this Agreement to be drafted. The Company and the Holders agree that venue for any dispute arising under this Agreement will lie exclusively in the state or federal courts located in the state of Florida, and the parties irrevocably waive any right to raise *forum non conveniens* or any other argument that Florida is not the proper venue. The Company and the Holders irrevocably consent to personal jurisdiction in the state and federal courts of the state of Florida. The Company and the Holders consent to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing in this Section 7(k) shall affect or limit any right to serve process in any other manner permitted by law. The Company and the Holders hereby agree that the prevailing party in any suit, action or proceeding arising out of or relating to this Agreement or the Purchase Agreement, shall be entitled to reimbursement for reasonable legal fees from the non-prevailing party. The Company agrees to pay all costs and expenses of enforcement of the Transaction Documents, including, without limitation, reasonable attorneys' fees and expenses. The parties hereby waive all rights to a trial by jury.

(l) Cumulative Remedies. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

(m) Severability. If any term, provision, covenant or restriction of this Agreement is held to be invalid, illegal, void or unenforceable in any respect, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

(n) Headings. The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

(o) Shares Held by the Company and its Affiliates. Whenever the consent or approval of Holders of a specified percentage of Registrable Securities is required hereunder, Registrable Securities held by the Company or its Affiliates (other than any Holder or transferees or successors or assigns thereof if such Holder is deemed to be an Affiliate solely by reason of its holdings of such Registrable Securities) shall not be counted in determining whether such consent or approval was given by the Holders of such required percentage.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Registration Rights Agreement to be duly executed by their respective authorized persons as of the date first indicated above.

OPTIMIZERx CORPORATION

By:_____
Name: David Harrell
Title: Chief Executive Officer

PURCHASER:

VICIS CAPITAL MASTER FUND,
a sub-trust of Vicis Capital Series Master Trust
By: Vicis Capital LLC

By:_____
Name: Chris Phillips
Title: Managing Director

Exhibit A
Plan of Distribution

The selling security holders and any of their pledgees, donees, assignees and successors-in-interest may, from time to time, sell any or all of their shares of common stock being offered under this prospectus on any stock exchange, market or trading facility on which shares of our common stock are traded or in private transactions. These sales may be at fixed or negotiated prices. The selling security holders may use any one or more of the following methods when disposing of shares:

- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the shares as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resales by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- to cover short sales made after the date that the registration statement of which this prospectus is a part is declared effective by the Commission;
- broker-dealers may agree with the selling security holders to sell a specified number of such shares at a stipulated price per share;
- a combination of any of these methods of sale; and
- any other method permitted pursuant to applicable law.

The shares may also be sold under Rule 144 under the Securities Act of 1933, as amended ("Securities Act"), if available, rather than under this prospectus. The selling security holders have the sole and absolute discretion not to accept any purchase offer or make any sale of shares if they deem the purchase price to be unsatisfactory at any particular time.

The selling security holders may pledge their shares to their brokers under the margin provisions of customer agreements. If a selling security holder defaults on a margin loan, the broker may, from time to time, offer and sell the pledged shares.

Broker-dealers engaged by the selling security holders may arrange for other broker-dealers to participate in sales. Broker-dealers may receive commissions or discounts from the selling security holders (or, if any broker-dealer acts as agent for the purchaser of shares, from the purchaser) in amounts to be negotiated, which commissions as to a particular broker or dealer may be in excess of customary commissions to the extent permitted by applicable law.

If sales of shares offered under this prospectus are made to broker-dealers as principals, we would be required to file a post-effective amendment to the registration statement of which this prospectus is a part. In the post-effective amendment, we would be required to disclose the names of any participating broker-dealers and the compensation arrangements relating to such sales.

The selling security holders and any broker-dealers or agents that are involved in selling the shares offered under this prospectus may be deemed to be "underwriters" within the meaning of the Securities Act in connection with these sales. Commissions received by these broker-dealers or agents and any profit on the resale of the shares purchased by them may be deemed to be underwriting commissions or discounts under the Securities Act. Any broker-dealers or agents that are deemed to be underwriters may not sell shares offered under this prospectus unless and until we set forth the names of the underwriters and the material details of their underwriting arrangements in a supplement to this prospectus or, if required, in a replacement prospectus included in a post-effective amendment to the registration statement of which this prospectus is a part.

The selling security holders and any other persons participating in the sale or distribution of the shares offered under this prospectus will be subject to applicable provisions of the Exchange Act, and the rules and regulations under that act, including Regulation M. These provisions may restrict activities of, and limit the timing of purchases and sales of any of the shares by, the selling security holders or any other person. Furthermore, under Regulation M, persons engaged in a distribution of securities are prohibited from simultaneously engaging in market making and other activities with respect to those securities for a specified period of time prior to the commencement of such distributions, subject to specified exceptions or exemptions. All of these limitations may affect the marketability of the shares.

If any of the shares of common stock offered for sale pursuant to this prospectus are transferred other than pursuant to a sale under this prospectus, then subsequent holders could not use this prospectus until a post-effective amendment or prospectus supplement is filed, naming such holders. We offer no assurance as to whether any of the selling security holders will sell all or any portion of the shares offered under this prospectus.

We have agreed to pay all fees and expenses we incur incident to the registration of the shares being offered under this prospectus. However, each selling security holder and purchaser is responsible for paying any discounts, commissions and similar selling expenses they incur.

We and the selling security holders have agreed to indemnify one another against certain losses, damages and liabilities arising in connection with this prospectus, including liabilities under the Securities Act.

EXHIBIT 10.5

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Security Agreement") is made as of September 5, 2008 by and between OptimizeRx Corporation, a Nevada corporation ("Debtor"), and Vicis Capital Master Fund ("Vicis"), a sub-trust of Vicis Capital Series Master Trust, a unit trust organized and existing under the laws of the Cayman Islands.

R E C I T A L S

WHEREAS, pursuant to a Securities Purchase Agreement of even date herewith by and between Vicis and Debtor (as amended or modified from time to time, the "Purchase Agreement"), Vicis has made an investment (the "Investment") in shares of Debtor's Series A Preferred Convertible Stock (the "Preferred Shares").

WHEREAS, it is a condition precedent to Vicis making the Investment that Debtor execute and deliver to Vicis a security agreement in the form hereof.

WHEREAS, this Agreement is the Security Agreement referred to in the Purchase Agreement.

NOW, THEREFORE, in consideration of the Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees with Vicis as follows:

ARTICLE I
DEFINITIONS

Capitalized terms not defined herein shall have the meaning given to them in the Purchase Agreement. Capitalized terms not otherwise defined herein and defined in the UCC shall have, unless the context otherwise requires, the meanings set forth in the UCC as in effect on the date hereof (except that the term "document" shall only have the meaning set forth in the UCC for purposes of clause (d) of the definition of Collateral), the recitals and as follows:

1.1 Accounts. "Accounts" shall mean all accounts, including without limitation all rights to payment for goods sold or services rendered that are not evidenced by instruments or chattel paper, whether or not earned by performance, and any associated rights thereto.

1.2 Collateral. "Collateral" shall mean all personal properties and assets of Debtor, wherever located, whether tangible or intangible, and whether now owned or hereafter acquired or arising, including without limitation:

(a) all Inventory and documents relating to Inventory;

(b) all Accounts and documents relating to Accounts;

(c) all equipment, fixtures and other goods, including without limitation machinery, furniture, vehicles and trade fixtures;

(d) all general intangibles (including without limitation payment intangibles, software, customer lists, sales records and other business records, contract rights, causes of action, and licenses, permits, franchises, patents, copyrights, trademarks, and goodwill of the business in which the trademark is used, trade names, or rights to any of the foregoing), promissory notes, contract rights, chattel paper, documents, letter-of-credit rights and instruments;

(e) all motor vehicles;

(f) (i) all deposit accounts and (ii) all cash and cash equivalents deposited with or delivered to Vicis from time to time and pledged as additional security for the Obligations;

(g) all investment property;

(h) all commercial tort claims; and

(i) all additions and accessions to, all spare and repair parts, special tools, equipment and replacements for, and all supporting obligations, proceeds and products of, any and all of the foregoing assets described in Sections (a) through (h), inclusive, above.

1.3 Event of Default. "Event of Default" shall have the meaning specified in the Purchase Agreement.

1.4 Inventory. "Inventory" shall mean all inventory, including without limitation all goods held for sale, lease or demonstration or to be furnished under contracts of service, goods leased to others, trade-ins and repossessions, raw materials, work in process and materials used or consumed in Debtor's business, including, without limitation, goods in transit, wheresoever located, whether now owned or hereafter acquired by Debtor, and shall include such property the sale or other disposition of which has given rise to Accounts and which has been returned to or repossessed or stopped in transit by Debtor.

1.5 Obligations. "Obligations" shall mean (a) Debtor's obligation to pay dividends on, and redeem at the Maturity Date, the Preferred Shares as required by the terms thereof; (b) all obligations of the Debtor associated with any renewal, extension, refinancing, or amendment to the terms of the Preferred Shares; and (c) all other debts, liabilities, obligations, covenants and agreements of Debtor contained in the Transaction Documents.

1.6 Person. "Person" shall mean and include an individual, partnership, corporation, trust, unincorporated association and any unit, department or agency of government.

1.7 Security Agreement. "Security Agreement" shall mean this Security Agreement, together with the schedules attached hereto, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms hereof.

1.8 Security Interest. "Security Interest" shall mean the security interest of Vicis in the Collateral granted by Debtor pursuant to this Security Agreement.

1.9 UCC. "UCC" shall mean the Uniform Commercial Code as adopted in the State of Nevada and in effect from time to time.

ARTICLE II
THE SECURITY INTEREST; REPRESENTATIONS AND WARRANTIES

2.1 The Security Interest. To secure the full and complete payment and performance when due (whether at maturity, by acceleration, or otherwise) of each of the Obligations, Debtor hereby grants to Vicis a security interest in all of Debtor's right, title and interest in and to the Collateral.

2.2 Representations and Warranties. Debtor hereby represents and warrants to Vicis that:

(a) The records of Debtor with respect to the Collateral are presently located only at the address(es) listed on Schedule 1 attached to this Security Agreement.

(b) The Collateral is presently located only at the location(s) listed on Schedule 1 attached to this Security Agreement.

(c) The chief executive office and chief place(s) of business of Debtor are presently located at the address(es) listed on Schedule 1 to this Security Agreement.

(d) Debtor is a Nevada corporation and its exact legal name is set forth in the definition of "Debtor" in the introductory paragraph of this Security Agreement. The organization identification number of Debtor is listed on Schedule 1 to this Security Agreement.

(e) All of Debtor's present patents and trademarks, if any, including those which have been registered with, or for which an application for registration has been filed in, the United States Patent and Trademark Office are listed on Schedule 2 attached to this Security Agreement. All of Debtor's present copyrights registered with, or for which an application for registration has been filed in, the United States Copyright Office or any similar office or agency of any state or any other country are listed on Schedule 2 attached to this Security Agreement.

(f) Debtor has good title to, or valid leasehold interest in, all of the Collateral and there are no Liens on any of the Collateral except Permitted Liens.

2.3 Authorization to File Financing Statements. Debtor hereby irrevocably authorizes Vicis at any time and from time to time to file in any UCC jurisdiction any initial financing statements and amendments thereto that (a) indicate the Collateral (i) as all assets of Debtor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC or such other jurisdiction, or (ii) as being of an equal or lesser scope or with greater detail, and (b) contain any other information required by Part 5 of Article 9 of the UCC for the sufficiency of filing office acceptance of any financing statement or amendment, including whether Debtor is an organization, the type of organization and any state or federal organization identification number issued to Debtor. Debtor agrees to furnish any such information to Vicis promptly upon request. Debtor also ratifies its authorization for Vicis to have filed in any UCC jurisdiction any like initial financing statements or amendments thereto if filed prior to the date hereof.

ARTICLE III
AGREEMENTS OF DEBTOR

From and after the date of this Security Agreement, and until all of the Obligations are paid in full, Debtor shall:

3.1 Sale of Collateral. Not sell, lease, transfer or otherwise dispose of Collateral or any interest therein, except as provided for in the Purchase Agreement and for sales of Inventory in the ordinary course of business.

3.2 Maintenance of Security Interest.

(a) At the expense of Debtor, defend the Security Interest against any and all claims of any Person adverse to Vicis and take such action and execute such financing statements and other documents as Vicis may from time to time request to maintain the perfected status of the Security Interest. Debtor shall not further encumber or grant a security interest in any of the Collateral except as provided for in the Purchase Agreement.

(b) Take any other action requested by Vicis to ensure the attachment, perfection and first priority of, and the ability of Vicis to enforce its security interest in any and all of the Collateral including, without limitation, (i) executing, delivering and, where appropriate, filing financing statements and amendments relating thereto under the UCC, to the extent, if any, that Debtor's signature thereon is required therefor, (ii) complying with any provision of any statute, regulation or treaty of the United States as to any Collateral if compliance with such provision is a condition to attachment, perfection or priority of, or ability of Vicis to enforce, its security interest in such Collateral, (iii) taking all actions required by any earlier versions of the UCC (to the extent applicable) or by other law, as applicable in any relevant UCC jurisdiction, or by other law as applicable in any foreign jurisdiction, and (iv) obtaining waivers from landlords where any of the tangible Collateral is located in form and substance satisfactory to Vicis.

3.3 Locations. Give Vicis at least thirty (30) days prior written notice of Debtor's intention to relocate the tangible Collateral (other than Inventory in transit) or any of the records relating to the Collateral from the locations listed on Schedule 1 attached to this Security Agreement, in which event Schedule 1 shall be deemed amended to include the new location. Any additional filings or refilings requested by Vicis as a result of any such relocation in order to maintain the Security Interest in the Collateral shall be at Debtor's expense.

3.4 Insurance. Keep the Collateral consisting of tangible personal property insured against loss or damage to the Collateral under a policy or policies covering such risks as are ordinarily insured against by similar businesses, but in any event including fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, damage from aircraft, smoke and uniform standard extended coverage and vandalism and malicious mischief endorsements, limited only as may be provided in the standard form of such endorsements at the time in use in the applicable state. Such insurance shall be for amounts not less than the actual replacement cost of the Collateral. No policy of insurance shall be

so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by Vicis. Debtor will obtain lender's loss payable endorsements on applicable insurance policies in favor of Vicis and will provide certificates of such insurance to Vicis. Debtor shall cause each insurer to agree, by endorsement on the policy or policies or certificates of insurance issued by it or by independent instrument furnished to Vicis, that such insurer will give thirty (30) days written notice to Vicis before such policy will be altered or canceled. No settlement of any insurance claim shall be made without Vicis's prior consent. In the event of any insured loss, Debtor shall promptly notify Vicis thereof in writing, and Debtor hereby authorizes and directs any insurer concerned to make payment of such loss directly to Vicis as its interest may appear. Vicis is authorized, in the name and on behalf of Debtor, to make proof of loss and to adjust, compromise and collect, in such manner and amounts as it shall determine, all claims under all policies; and Debtor agrees to sign, on demand of Vicis, all receipts, vouchers, releases and other instruments which may be necessary or desirable in aid of this authorization. The proceeds of any insurance from loss, theft, or damage to the Collateral shall be held in a segregated account established by Vicis and disbursed and applied at the discretion of Vicis, either in reduction of the Obligations or applied toward the repair, restoration or replacement of the Collateral.

3.5 Name; Legal Status. (a) Without providing at least 30 days prior written notice to Vicis, Debtor will not change its name, its place of business or, if more than one, chief executive office, or its mailing address or organizational identification number if it has one, (b) if Debtor does not have an organizational identification number and later obtains one, Debtor shall forthwith notify Vicis of such organizational identification number, and (c) Debtor will not change its type of organization or jurisdiction of organization.

ARTICLE IV
RIGHTS AND REMEDIES

4.1 Right to Cure. In case of failure by Debtor to procure or maintain insurance, or to pay any fees, assessments, charges or taxes arising with respect to the Collateral, Vicis shall have the right, but shall not be obligated, to effect such insurance or pay such fees, assessments, charges or taxes, as the case may be, and, in that event, the cost thereof shall be payable by Debtor to Vicis immediately upon demand, together with interest at an annual rate equal 10% from the date of disbursement by Vicis to the date of payment by Debtor.

4.2 Rights of Parties. Upon the occurrence and during the continuance of an Event of Default, in addition to all the rights and remedies provided in the Transaction Documents or in Article 9 of the UCC and any other applicable law, Vicis may (but is under no obligation so to do):

(a) require Debtor to assemble the Collateral at a place designated by Vicis, which is reasonably convenient to the parties; and

(b) take physical possession of Inventory and other tangible Collateral and of Debtor's records pertaining to all Collateral that are necessary to properly administer and control the Collateral or the handling and collection of Collateral, and sell, lease or otherwise dispose of the Collateral in whole or in part, at public or private sale, on or off the premises of Debtor; and

(c) collect any and all money due or to become due and enforce in Debtor's name all rights with respect to the Collateral; and

(d) settle, adjust or compromise any dispute with respect to any Account; and

(e) receive and open mail addressed to Debtor; and

(f) on behalf of Debtor, endorse checks, notes, drafts, money orders, instruments or other evidences of payment.

4.3 Power of Attorney. Upon the occurrence and during the continuance of an Event of Default, Debtor does hereby constitute and appoint Vicis as Debtor's true and lawful attorney with full power of substitution for Debtor in Debtor's name, place and stead for the purposes of performing any obligation of Debtor under this Security Agreement and taking any action and executing any instrument which Vicis may deem necessary or advisable to perform any obligation of Debtor under this Security Agreement, which appointment is irrevocable and coupled with an interest, and shall not terminate until the Obligations are paid in full.

4.4 Right to Collect Accounts. Upon the occurrence and during the continuance of an Event of Default and without limiting Debtor's obligations under the Transaction Documents: (a) Debtor authorizes Vicis to notify any and all debtors on the Accounts to make payment directly to Vicis (or to such place as Vicis may direct); (b) Debtor agrees, on written notice from Vicis, to deliver to Vicis promptly upon receipt thereof, in the form in which received (together with all necessary endorsements), all payments received by Debtor on account of any Account; (c) Vicis may, at its option, apply all such payments against the Obligations or remit all or part of such payments to Debtor; and (d) Vicis may take any actions in accordance with Section 4.7 of this Agreement.

4.5 Reasonable Notice. Written notice, when required by law, sent in accordance with the provisions of Section 10.6 of the Purchase Agreement and given at least ten (10) business days (counting the day of sending) before the date of a proposed disposition of the Collateral shall be reasonable notice.

4.6 Limitation on Duties Regarding Collateral. The sole duty of Vicis with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the UCC or otherwise, shall be to deal with it in the same manner as Vicis deals with similar property for its own account. Neither Vicis nor any of its directors, officers, employees or agents, shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of Debtor or otherwise.

4.7 Lock Box; Collateral Account. This Section 4.7 shall be effective only upon the occurrence and during the continuance of an Event of Default. If Vicis so requests in writing, Debtor will direct each of its debtors on the Accounts to make payments due under the relevant Account or chattel paper directly to a special lock box to be under the control of Vicis. Debtor hereby authorizes and directs Vicis to deposit into a special collateral account to be established and maintained by Vicis all checks, drafts and cash payments received in said lock box. All deposits in said collateral account shall constitute proceeds of Collateral and shall not constitute payment of any Obligation until so applied. At its option, Vicis may, at any time, apply finally collected funds on deposit in said collateral account to the payment of the Obligations, in the order of application selected in the sole discretion of Vicis, or permit Debtor to withdraw all or any part of the balance on deposit in said collateral account. If a collateral account is so established, Debtor agrees that it will promptly deliver to Vicis, for deposit into said collateral account, all payments on Accounts and chattel paper received by it. All such payments shall be delivered to Vicis in the form received (except for Debtor's endorsement where necessary). Until so deposited, all payments on Accounts and chattel paper received by Debtor shall be held in trust by Debtor for and as the property of Vicis and shall not be commingled with any funds or property of Debtor.

4.8 Application of Proceeds. Vicis shall apply the proceeds resulting from any sale or disposition of the Collateral in the following order:

(a) to the costs of any sale or other disposition;

(b) to the expenses incurred by Vicis in connection with any sale or other disposition, including attorneys' fees;

(c) to the payment of the Obligations then due and owing in any order selected by Vicis; and

(d) to Debtor.

4.9 Other Remedies. No remedy herein conferred upon Vicis is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Security Agreement and the Transaction Documents now or hereafter existing at law or in equity or by statute or otherwise. No failure or delay on the part of Vicis in exercising any right or remedy hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right hereunder preclude other or further exercise thereof or the exercise of any other right or remedy.

ARTICLE V
MISCELLANEOUS

5.1 Expenses and Attorneys' Fees. Debtor shall pay all fees and expenses incurred by Vicis, including the fees of counsel including in-house counsel, in connection with the preparation, administration and amendment of this Security Agreement and the protection, administration and enforcement of the rights of Vicis under this Security Agreement or with respect to the Collateral, including without limitation the protection and enforcement of such rights in any bankruptcy.

5.2 Setoff. Debtor agrees that Vicis shall have all rights of setoff and bankers' lien provided by applicable law.

5.3 Assignability; Successors. Debtor's rights and liabilities under this Security Agreement are not assignable or delegable, in whole or in part, without the prior written consent of Vicis. The provisions of this Security Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

5.4 Survival. All agreements, representations and warranties made in this Security Agreement or in any document delivered pursuant to this Security Agreement shall survive the execution and delivery of this Security Agreement, and the delivery of any such document.

5.5 Governing Law. This Security Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida applicable to contracts made and wholly performed within such state.

5.6 Counterparts; Headings. This Security Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. The article and section headings in this Security Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

5.7 Notices. All communications or notices required or permitted by this Security Agreement shall be given to Debtor in accordance with Section 12.6 of the Purchase Agreement.

5.8 Amendment; No Waiver; Cumulative Remedies. No amendment of this Security Agreement shall be effective unless in writing and signed by Debtor and Vicis. Vicis shall not by any act (except by a written instrument signed by Vicis), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of Vicis, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by Vicis of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which Vicis would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

5.9 Severability. Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Security Agreement in such jurisdiction or affecting the validity or enforceability of any provision in any other jurisdiction.

5.10 WAIVER OF RIGHT TO JURY TRIAL. VICIS AND DEBTOR ACKNOWLEDGE AND AGREE THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS SECURITY AGREEMENT WOULD BE BASED UPON DIFFICULT AND COMPLEX ISSUES AND, THEREFORE, THE PARTIES AGREE THAT ANY LAWSUIT ARISING OUT OF ANY SUCH CONTROVERSY SHALL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

5.11 Submission to Jurisdiction. As a material inducement to Vicis to make the Investment:

(a) DEBTOR AGREES THAT ALL ACTIONS OR PROCEEDINGS IN ANY MANNER RELATING TO OR ARISING OUT OF THIS SECURITY AGREEMENT MAY BE BROUGHT ONLY IN COURTS OF THE STATE OF FLORIDA OR THE FEDERAL COURTS LOCATED IN FLORIDA AND DEBTOR CONSENTS TO THE JURISDICTION OF SUCH COURTS. DEBTOR WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH COURT AND ANY RIGHT IT MAY HAVE NOW OR HEREAFTER HAVE TO CLAIM THAT ANY SUCH ACTION OR PROCEEDING IS IN AN INCONVENIENT COURT; AND

(b) Debtor consents to the service of process in any such action or proceeding by certified mail sent to Debtor at the address specified in Section 12.6 of the Purchase Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Security Agreement has been executed as of the day and year first above written.

OPTIMIZERX CORPORATION

By:_____
Name: David Harrell
Title: Chief Executive Officer

VICIS CAPITAL MASTER FUND
By: Vicis Capital LLC

By:_____
Name: Chris Phillips
Title: Managing Director

SCHEDULE 1 TO SECURITY AGREEMENT

Locations of Collateral

Organizational ID:

Address of Debtor’s records of Collateral and chief executive office:

407 Sixth Street, Rochester, MI 48307

Collateral Locations:

SCHEDULE 2 TO SECURITY AGREEMENT

Intellectual Property

Patents

Trademarks

Copyrights

EXHIBIT 10.6

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT (this "Guaranty") is made as of September 5, 2008 by and between OptimizeRx Corporation, a Michigan corporation ("Debtor"), and Vicis Capital Master Fund ("Vicis"), a sub-trust of Vicis Capital Series Master Trust, a unit trust organized and existing under the laws of the Cayman Islands.

R E C I T A L S

WHEREAS, Debtor is a wholly owned subsidiary of OptimizeRx, a Nevada corporation ("Issuer").

WHEREAS, pursuant to a Securities Purchase Agreement of even date herewith by and between Vicis and Issuer (as amended or modified from time to time, the "Purchase Agreement"), Issuer has issued $3,500,000 in shares of the Issuer's Series A Convertible Preferred Stock, par value $.001 per share (the "Preferred Shares"), to Vicis.

WHEREAS, it is a condition precedent to Vicis acquiring the Preferred Shares that Guarantor execute and deliver to Vicis a guaranty in the form hereof.

WHEREAS, this is the Guaranty Agreement referred to in the Purchase Agreement.

NOW, THEREFORE, in consideration of the recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby agrees with Vicis as follows:

ARTICLE 1
DEFINITIONS

When used in this Guaranty, capitalized terms shall have the meanings specified in the Purchase Agreement, the preamble, the recitals and as follows:

1.1 Event of Default. "Event of Default" shall have the meaning specified in the Purchase Agreement.

1.2 Guaranty. "Guaranty" shall mean this Guaranty, as the same shall be amended from time to time in accordance with the terms hereof.

1.3 Law. "Law" shall mean any federal, state, local or other law, rule, regulation or governmental requirement of any kind, and the rules, regulations, interpretations and orders promulgated thereunder.

1.4 Obligations. "Obligations" shall mean (a) the redemption of, and payment of dividends on, the Preferred Shares, and any renewal, extension or refinancing thereof; (b) all debts, liabilities, obligations, covenants and agreements of the Issuer and Debtor contained in the Transaction Documents; and (c) any and all other debts, liabilities and obligations of the Debtor and Issuer to Vicis.

1.5 Person. “Person” shall mean and include an individual, partnership, corporation, trust, unincorporated association and any unit, department or agency of government.

ARTICLE 2
THE GUARANTY

2.1 The Guaranty. Guarantor, for itself, its successors and assigns, hereby unconditionally and absolutely guarantees to Vicis the full and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of each of the Obligations. This is a guaranty of payment and performance and not of collection.

2.2 Waivers and Consents.

(a) Guarantor acknowledges that the obligations undertaken herein involve the guaranty of obligations of a Person other than Guarantor and, in full recognition of that fact, Guarantor consents and agrees that Vicis may, at any time and from time to time, without notice or demand, and without affecting the enforceability or continuing effectiveness hereof: (i) supplement, modify, amend, extend, renew, accelerate or otherwise change the time for payment or the other terms of the Obligations or any part thereof, including without limitation any increase or decrease of the principal amount thereof or the rate(s) of interest thereon; (ii) supplement, modify, amend or waive, or enter into or give any agreement, approval or consent with respect to, the Obligations or any part thereof, or any of the Transaction Documents or any additional security or guaranties, or any condition, covenant, default, remedy, right, representation or term thereof or thereunder; (iii) accept new or additional instruments, documents or agreements in exchange for or relative to any of the Transaction Documents or the Obligations or any part thereof; (iv) accept partial payments on the Obligations; (v) receive and hold additional security or guaranties for the Obligations or any part thereof; (vi) release, reconvey, terminate, waive, abandon, fail to perfect, subordinate, exchange, substitute, transfer and/or enforce any security or guaranties, and apply any security and direct the order or manner of sale thereof as Vicis in its sole and absolute discretion may determine; (vii) release any Person from any personal liability with respect to the Obligations or any part thereof; (viii) settle, release on terms satisfactory to Vicis or by operation of applicable Law or otherwise, liquidate or enforce any Obligations and any security or guaranty in any manner, consent to the transfer of any security and bid and purchase at any sale; and/or (ix) consent to the merger, change or any other restructuring or termination of the corporate existence of Issuer or any other Person, and correspondingly restructure the Obligations, and any such merger, change, restructuring or termination shall not affect the liability of Guarantor or the continuing effectiveness hereof, or the enforceability hereof with respect to all or any part of the Obligations.

(b) Upon the occurrence and during the continuance of any Event of Default, Vicis may enforce this Guaranty independently of any other remedy, guaranty or security Vicis at any time may have or hold in connection with the Obligations, and it shall not be necessary for Vicis to marshal assets in favor of Issuer, any other guarantor of the Obligations or any other Person or to proceed upon or against and/or exhaust any security or remedy before proceeding to enforce this Guaranty. Guarantor expressly waives any right to require Vicis to marshal assets in favor of Issuer or any other Person or to proceed against Issuer or any other guarantor of the Obligations or any collateral provided by any Person, and agrees that Vicis may proceed against any obligor and/or the collateral in such order as it shall determine in its sole and absolute discretion. Vicis may file a separate action or actions against Guarantor, whether action is brought or prosecuted with respect to any security or against any other Person, or whether any other Person is joined in any such action or actions. Guarantor agrees that Vicis and Issuer may deal with each other in connection with the Obligations or otherwise, or alter any contracts or agreements now or hereafter existing between them, in any manner whatsoever, all without in any way altering or affecting the security of this Guaranty.

(c) The rights of Vicis hereunder shall be reinstated and revived, and the enforceability of this Guaranty shall continue, with respect to any amount at any time paid on account of the Obligations which thereafter shall be required to be restored or returned by Vicis upon the bankruptcy, insolvency or reorganization of any Person, all as though such amount had not been paid. The rights of Vicis created or granted herein and the enforceability of this Guaranty shall remain effective at all times to guarantee the full amount of all the Obligations even though the Obligations, including any part thereof or any other security or guaranty therefor, may be or hereafter may become invalid or otherwise unenforceable as against Issuer or any other guarantor of the Obligations and whether or not Issuer or any other guarantor of the Obligations shall have any personal liability with respect thereto.

(d) To the extent permitted by applicable law, Guarantor expressly waives any and all defenses now or hereafter arising or asserted by reason of: (i) any disability or other defense of Issuer or any other guarantor for the Obligations with respect to the Obligations (other than full payment and performance of all of the Obligations); (ii) the unenforceability or invalidity of any security for or guaranty of the Obligations or the lack of perfection or continuing perfection or failure of priority of any security for the Obligations; (iii) the cessation for any cause whatsoever of the liability of Issuer or any other guarantor of the Obligations (other than by reason of the full payment and performance of all Obligations); (iv) any failure of Vicis to marshal assets in favor of Issuer or any other Person; (v) any failure of Vicis to give notice of sale or other disposition of collateral to Issuer or any other Person or any defect in any notice that may be given in connection with any sale or disposition of collateral; (vi) any failure of Vicis to comply with applicable Laws in connection with the sale or other disposition of any collateral or other security for any Obligation, including, without limitation, any failure of Vicis to conduct a commercially reasonable sale or other disposition of any collateral or other security for any Obligation; (vii) any act or omission of Vicis or others that directly or indirectly results in or aids the discharge or release of Issuer or any other guarantor of the Obligations, or of any security or guaranty therefor by operation of Law or otherwise; (viii) any Law which provides that the obligation of a surety or guarantor must neither be larger in amount nor in other respects more burdensome than that of the principal or which reduces a surety's or guarantor's obligation in proportion to the principal obligation; (ix) any failure of Vicis to file or enforce a claim in any bankruptcy or other proceeding with respect to any Person; (x) the election by Vicis, in any bankruptcy proceeding of any Person, of the application or non-application of Section 1111(b)(2) of the United States Bankruptcy Code; (xi) any extension of credit or the grant of any lien under Section 364 of the United States Bankruptcy Code; (xii) any use of collateral under Section 363 of the United States Bankruptcy Code; (xiii) any agreement or stipulation with respect to the provision of adequate protection in any bankruptcy proceeding of any Person; (xiv) the avoidance of any lien or security interest in favor of Vicis for any reason; (xv) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, liquidation or dissolution proceeding commenced by or against any Person, including without limitation any discharge of, or bar or stay against collecting, all or any of the Obligations (or any interest thereon) in or as a result of any such proceeding; or (xvi) any action taken by Vicis that is authorized by this Section or any other provision of any Transaction Document. Until all of the Obligations have been paid in full, Guarantor expressly waives all presentments, demands for payment or performance, notices of nonpayment or nonperformance, protests, notices of protest, notices of dishonor and all other notices or demands of any kind or nature whatsoever with respect to the Obligations, and all notices of acceptance of this Guaranty or of the existence, creation or incurrence of new or additional Obligations.

(e) Condition of Issuer. Guarantor represents and warrants to Vicis that it has established adequate means of obtaining from Issuer, on a continuing basis, financial and other information pertaining to the business, operations and condition (financial and otherwise) of Issuer and its assets and properties. Guarantor hereby expressly waives and relinquishes any duty on the part of Vicis (should any such duty exist) to disclose to Guarantor any matter, fact or thing related to the business, operations or condition (financial or otherwise) of Issuer or its assets or properties, whether now known or hereafter known by Vicis during the life of this Guaranty. With respect to any of the Obligations, Vicis need not inquire into the powers of Issuer or agents acting or purporting to act on its behalf, and all Obligations made or created in good faith reliance upon the professed exercise of such powers shall be guaranteed hereby.

(f) Continuing Guaranty. This is a continuing guaranty and shall remain in full force and effect as to all of the Obligations until all amounts owing by Issuer to Vicis on the Obligations shall have been paid in full.

(g) Subrogation; Subordination. Guarantor expressly waives any claim for reimbursement, contribution, indemnity or subrogation which Guarantor may have against Issuer as a guarantor of the Obligations and any other legal or equitable claim against Issuer arising out of the payment of the Obligations by Guarantor or from the proceeds of any collateral for this Guaranty, until all amounts owing to Vicis under the Obligations shall have been paid in full and all commitments to lend have been terminated or expired. In furtherance, and not in limitation, of the foregoing waiver, until all amounts owing to Vicis under the Obligations shall have been paid in full, Guarantor hereby agrees that no payment by Guarantor pursuant to this Guaranty shall constitute Guarantor a creditor of Issuer. Until all amounts owing to Vicis under the Obligations shall have been paid in full, Guarantor shall not seek any reimbursement from Issuer in respect of payments made by Guarantor in connection with this Guaranty, or in respect of amounts realized by Vicis in connection with any collateral for the Obligations, and Guarantor expressly waives any right to enforce any remedy that Vicis now has or hereafter may have against any other Person and waives the benefit of, or any right to participate in, any collateral now or hereafter held by Vicis. No claim which any Guarantor may have against any other guarantor of any of the Obligations or against Issuer, to the extent not waived pursuant to this Section, shall be enforced nor any payment accepted until the Obligations are paid in full and all such payments are not subject to any right of recovery.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF GUARANTOR

Guarantor hereby represents and warrants to Vicis as follows:

3.1 Authorization. Guarantor is a corporation duly and validly organized and existing under the laws of the State of Michigan, has the corporate power to own its owned assets and properties and to carry on its business, and is duly licensed or qualified to do business in all jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition. The making, execution, delivery and performance of this Guaranty, and compliance with its terms, have been duly authorized by all necessary corporate action of Guarantor.

3.2 Enforceability. This Guaranty is the legal, valid and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms.

3.3 Absence of Conflicting Obligations. The making, execution, delivery and performance of this Guaranty, and compliance with its terms, do not violate any existing provision of Law; the articles of incorporation or bylaws of Guarantor; or any agreement or instrument to which Guarantor is a party or by which it or any of its assets is bound.

3.4 Consideration for Guaranty. Guarantor acknowledges and agrees with Vicis that but for the execution and delivery of this Guaranty by Guarantor, Vicis would not have acquired the Preferred Shares. Guarantor acknowledges and agrees that the proceeds of the sale of the Preferred Shares will result in significant benefit to Guarantor who is the wholly-owned subsidiary of Issuer and the intended beneficiary of such proceeds.

ARTICLE 4
COVENANTS OF THE GUARANTOR

4.1 Actions by Guarantor. Guarantor shall not take or permit any act, or omit to take any act, that would: (a) cause Issuer to breach any of the Obligations; (b) impair the ability of Issuer to perform any of the Obligations; or (c) cause an Event of Default under the Purchase Agreement.

4.2 Reporting Requirements. Guarantor shall furnish, or cause to be furnished, to Vicis such information respecting the business, assets and financial condition of Guarantor as Vicis may reasonably request.

ARTICLE 5
MISCELLANEOUS

5.1 Expenses and Attorneys' Fees. Guarantor shall pay all reasonable fees and expenses incurred by Vicis, including the reasonable fees of counsel, in connection with the protection or enforcement of its rights under this Guaranty, including without limitation the protection and enforcement of such rights in any bankruptcy, reorganization or insolvency proceeding involving Issuer or Guarantor, both before and after judgment.

5.2 Revocation. This is a continuing guaranty and shall remain in full force and effect until Vicis receives written notice of revocation signed by Guarantor. Upon revocation by written notice, this Guaranty shall continue in full force and effect as to all Obligations contracted for or incurred before revocation, and as to them Vicis shall have the rights provided by this Guaranty as if no revocation had occurred. Any renewal, extension, or increase in the interest rate(s) of any such Obligation, whether made before or after revocation, shall constitute an Obligation contracted for or incurred before revocation. Obligations contracted for or incurred before revocation shall also include credit extended after revocation pursuant to commitments made before revocation.

5.3 Assignability; Successors. Guarantor's rights and liabilities under this Guaranty are not assignable or delegable, in whole or in part, without the prior written consent of Vicis. The provisions of this Guaranty shall be binding upon Guarantor, its successors and permitted assigns and shall inure to the benefit of Vicis, its successors and assigns.

5.4 Survival. All agreements, representations and warranties made herein or in any document delivered pursuant to this Guaranty shall survive the execution and delivery of this Guaranty and the delivery of any such document.

5.5 Governing Law. This Guaranty and the documents issued pursuant to this Guaranty shall be governed by, and construed and interpreted in accordance with, the Laws of the State of Florida applicable to contracts made and wholly performed within such state.

5.6 Execution; Headings. This Guaranty may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile signature page were an original thereof. The article and section headings in this Guaranty are inserted for convenience of reference only and shall not constitute a part hereof.

5.7 Notices. All notices, requests and demands to or upon Vicis or Guarantor (to be delivered care of Issuer) shall be delivered in the manner set forth in Section 12.6 of the Purchase Agreement.

5.8 Amendment. No amendment of this Guaranty shall be effective unless in writing and signed by Guarantor and Vicis.

5.9 Severability. Any provision of this Guaranty which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Guaranty in such jurisdiction or affecting the validity or enforceability of any provision in any other jurisdiction.

5.10 Taxes. If any transfer or documentary taxes, assessments or charges levied by any governmental authority shall be payable by reason of the execution, delivery or recording of this Guaranty, Guarantor shall pay all such taxes, assessments and charges, including interest and penalties, and hereby indemnifies Vicis against any liability therefor.

5.11 WAIVER OF RIGHT TO JURY TRIAL. GUARANTOR ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS GUARANTY WOULD BE BASED UPON DIFFICULT AND COMPLEX ISSUES AND, THEREFORE, GUARANTOR AGREES THAT ANY LAWSUIT ARISING OUT OF ANY SUCH CONTROVERSY SHALL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

5.12 SUBMISSION TO JURISDICTION; SERVICE OF PROCESS. AS A MATERIAL INDUCEMENT TO VICIS TO ENTER INTO THIS TRANSACTION:

THE GUARANTOR AGREES THAT ALL ACTIONS OR PROCEEDINGS IN ANY MANNER RELATING TO OR ARISING OUT OF THIS GUARANTY OR THE OTHER DOCUMENTS EXECUTED IN CONNECTION HEREWITH MAY BE BROUGHT ONLY IN COURTS OF THE STATE OF FLORIDA OR THE FEDERAL COURTS LOCATED IN FLORIDA AND THE GUARANTOR CONSENTS TO THE JURISDICTION OF SUCH COURTS. THE GUARANTOR WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH COURT AND ANY RIGHT IT MAY HAVE NOW OR HEREAFTER HAVE TO CLAIM THAT ANY SUCH ACTION OR PROCEEDING IS IN AN INCONVENIENT COURT; AND

Guarantor consents to the service of process in any such action or proceeding by certified mail sent to the address specified in Section 5.7. Nothing contained herein shall affect the right of Vicis to serve process in any other manner permitted by law or to commence an action or proceeding in any other jurisdiction.

IN WITNESS WHEREOF the undersigned has executed this Guaranty as of the day and year first above written.

OPTIMIZERx CORPORATION

By:_____
Name: David Harrell
Title: Chief Executive Officer

ACCEPTANCE BY VICIS

This Guaranty Agreement is accepted by Vicis Capital Master Fund.

VICIS CAPITAL MASTER FUND
By: Vicis Capital LLC

By:_____
Name: Chris Phillips
Title: Managing Director

EXHIBIT 10.7

GUARANTOR SECURITY AGREEMENT

THIS GUARANTOR SECURITY AGREEMENT (this "Security Agreement") is made as of September 5, 2008, by and between OptimizeRx Corporation, a Michigan corporation ("Debtor"), and Vicis Capital Master Fund ("Vicis"), a sub-trust of Vicis Capital Series Master Trust, a unit trust organized and existing under the laws of the Cayman Islands.

R E C I T A L S

WHEREAS, Debtor is a wholly owned subsidiary of OptimizeRx, a Nevada corporation ("Issuer").

WHEREAS, pursuant to a Securities Purchase Agreement of even date herewith by and between Vicis and Issuer (as amended or modified from time to time, the "Purchase Agreement"), Issuer has issued $3,500,000 in shares of the Issuer's Series A Convertible Preferred Stock, par value $.001 per share (the "Preferred Shares"), to Vicis

WHEREAS, it is a condition precedent to Vicis's acquisition of the Preferred Shares that the Debtor execute and deliver to Vicis a security agreement in the form hereof to secure its obligations, covenants and agreements contained in its Guaranty, dated of even date herewith, in favor of Vicis.

WHEREAS, this is the Guarantor Security Agreement referred to in the Purchase Agreement.

NOW, THEREFORE, in consideration of the recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby agrees with Vicis as follows:

ARTICLE I
DEFINITIONS

Capitalized terms not defined herein shall have the meaning given to them in the Purchase Agreement. Capitalized terms not otherwise defined herein and defined in the UCC shall have, unless the context otherwise requires, the meanings set forth in the UCC as in effect on the date hereof (except that the term "document" shall only have the meaning set forth in the UCC for purposes of clause (d) of the definition of Collateral), the recitals and as follows:

1.1 Accounts. "Accounts" shall mean all accounts, including without limitation all rights to payment for goods sold or services rendered that are not evidenced by instruments or chattel paper, whether or not earned by performance, and any associated rights thereto.

1.2 Collateral. "Collateral" shall mean, subject to any limitations or qualifications set forth in this definition or in Section 2.1 hereof, all personal properties and assets of Debtor, wherever located, whether tangible or intangible, and whether now owned or hereafter acquired or arising, including without limitation:

(a) all Inventory and documents relating to Inventory;

(b) all Accounts and documents relating to Accounts;

(c) all equipment, fixtures and other goods, including without limitation machinery, furniture and trade fixtures;

(d) all general intangibles (including without limitation, software, customer lists, sales records and other business records, and licenses, permits, franchises, patents, copyrights, trademarks, and goodwill of the business in which the trademark is used, trade names, or rights to any of the foregoing), promissory notes, chattel paper, documents, letter-of-credit rights and instruments;

(e) all motor vehicles;

(f) (i) all deposit accounts and (ii) all cash and cash equivalents deposited with or delivered to Vicis from time to time and pledged as additional security for the Obligations;

(g) all investment property;

(h) all commercial tort claims; and

(i) all additions and accessions to, all spare and repair parts, special tools, equipment and replacements for, and all supporting obligations, proceeds and products of, any and all of the foregoing assets described in Sections (a) through (h), inclusive, above.

Notwithstanding the foregoing, "Collateral" shall not include and expressly excludes (i) any general intangibles or other rights arising under any contracts, instruments, licenses or other documents to the extent that the grant of a lien or the Security Interest therein would (A) result in a breach of the terms of, or constitute a default under, such contract, instrument, license, agreement or other document (other than to the extent that any such term would be rendered ineffective pursuant to Section 9-406, 9-407 or 9-408 of the UCC or any successor provision of the UCC of any relevant jurisdiction or other applicable law) or (B) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder pursuant to a valid and enforceable provision (including without limitation in connection with the operation of Section 9-406, 9-407 or 9-408 of the UCC or any other applicable law), (ii) any personal property (including motor vehicles) in respect of which perfection of a lien or security interest is not either (A) governed by the UCC or (B) accomplished by appropriate evidence of the lien being recorded in the United States Copyright Office or the United States Patent and Trademark Office, (iii) any property subject to any pledge agreement, (iv) any Accounts and documents relating to Accounts; or (v) any payment intangibles, contract rights and causes of action.

1.3 Event of Default. "Event of Default" shall have the meaning specified in the Purchase Agreement.

1.4 Inventory. "Inventory" shall mean all inventory, including without limitation all goods held for sale, lease or demonstration or to be furnished under contracts of service, goods leased to others, trade-ins and repossessions, raw materials, work in process and materials used or consumed in Debtor's business, including, without limitation, goods in transit, wheresoever located, whether now owned or hereafter acquired by Debtor, and shall include such property the sale or other disposition of which has given rise to Accounts and which has been returned to or repossessed or stopped in transit by Debtor.

1.5 Obligations. "Obligations" shall mean all debts, liabilities, obligations, covenants and agreements of Debtor contained in the Guaranty, dated of even date herewith, by Debtor in favor of Vicis.

1.6 Person. "Person" shall mean and include an individual, partnership, corporation, trust, unincorporated association and any unit, department or agency of government.

1.7 Security Agreement. "Security Agreement" shall mean this Guarantor Security Agreement, together with the schedules attached hereto, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms hereof.

1.8 Security Interest. "Security Interest" shall mean the security interest of Vicis in the Collateral granted by Debtor pursuant to this Security Agreement.

1.9 UCC. "UCC" shall mean the Uniform Commercial Code as adopted in Michigan and in effect from time to time.

ARTICLE II
THE SECURITY INTEREST; REPRESENTATIONS AND WARRANTIES

2.1 The Security Interest.

(a) To secure the full and complete payment and performance when due (whether at stated maturity, by acceleration, or otherwise) of each of the Obligations, Debtor hereby grants to Vicis, subject to Section 2.1(b) hereof, a second-priority, subordinated security interest in all of Debtor's right, title and interest in and to the Collateral.

(b) Notwithstanding Section 2.1(a) above, Vicis hereby agrees that, in the event that Debtor and/or any of its subsidiaries should incur any Permitted Senior Indebtedness in accordance with the terms of the Securities Purchase Agreement, Vicis, at the option or discretion of the lender extending the financing facility underlying the Permitted Senior Indebtedness, promptly will release or expressly subordinate to such lender Vicis' Security Interest, if any, in Accounts, security interests in client assets, loan documents, reserve accounts and the proceeds thereof, in each case to the extent that any of the foregoing secures Debtor's or any of its subsidiaries' obligations under any Permitted Senior Indebtedness.

2.2 Representations and Warranties. Debtor hereby represents and warrants to Vicis that:

(a) The records of Debtor with respect to the Collateral are presently located only at the address(es) listed on Schedule 1 attached to this Security Agreement.

(b) The Collateral is presently located only at the location(s) listed on Schedule 1 attached to this Security Agreement.

(c) The chief executive office and chief place(s) of business of Debtor are presently located at the address(es) listed on Schedule 1 to this Security Agreement.

(d) Debtor is a Michigan corporation, and its exact legal name is set forth in the definition of "Debtor" in the introductory paragraph of this Security Agreement. The organization identification number of Debtor is listed on Schedule 1 to this Security Agreement.

(e) All of Debtor's present patents and trademarks, if any, including those that have been registered with, or for which an application for registration has been filed in, the United States Patent and Trademark Office are listed on Schedule 2 attached to this Security Agreement. All of Debtor's present copyrights registered with, or for which an application for registration has been filed in, the United States Copyright Office or any similar office or agency of any state or any other country are listed on Schedule 2 attached to this Security Agreement.

(f) Debtor has good title to, or valid leasehold interest in, all of the Collateral, and there are no Liens on any of the Collateral except Permitted Liens.

2.3 Authorization to File Financing Statements. Debtor hereby irrevocably authorizes Vicis at any time and from time to time to file in any UCC jurisdiction any initial financing statements and amendments thereto that contain any information required by part 5 of Article 9 of the UCC for the sufficiency of filing office acceptance of any financing statement or amendment, including whether Debtor is an organization, the type of organization and any state or federal organization identification number issued to Debtor. Debtor agrees to furnish any such information to Vicis promptly upon written request.

ARTICLE III
AGREEMENTS OF DEBTOR

From and after the date of this Security Agreement, and until all of the Obligations are paid in full, Debtor shall:

3.1 Sale of Collateral. Not sell, lease, transfer or otherwise dispose of Collateral or any interest therein, except as provided for in the Securities Purchase Agreement and for sales of Inventory in the ordinary course of business.

3.2 Maintenance of Security Interest.

(a) At the expense of Debtor, defend the Security Interest against any and all claims of any Person adverse to Vicis (but only to the extent the claim of such adverse Person is subordinate or junior to the interest of Vicis) and take such action and execute such financing statements and other documents as Vicis may from time to time reasonably request in writing to maintain the perfected status of the Security Interest. Debtor shall not further encumber or grant a security interest in any of the Collateral except as provided for in the Securities Purchase Agreement.

(b) Debtor further agrees to take any other commercially reasonable action reasonably requested in writing by Vicis to ensure the attachment, perfection and second priority of, and the ability of Vicis to enforce its security interest in any and all of the Collateral including, without limitation, (i) executing, delivering and, where appropriate, filing financing statements and amendments relating thereto under the UCC, to the extent, if any, that Debtor's signature thereon is required therefor, (ii) complying with any provision of any statute, regulation or treaty of the United States as to any Collateral if compliance with such provision is a condition to attachment, perfection or priority of, or ability of Vicis to enforce, its security interest in such Collateral, (iii) taking all actions required by any earlier versions of the UCC (to the extent applicable) or by other law, as applicable in any relevant UCC jurisdiction, or by other law as applicable in any foreign jurisdiction, and (iv) obtaining waivers from landlords where any material portion of the tangible Collateral is located in form and substance reasonably satisfactory to Vicis.

3.3 Locations. Give Vicis at least thirty (30) days prior written notice of Debtor's intention to relocate the tangible Collateral (other than Inventory in transit) or any of the records relating to the Collateral from the locations listed on Schedule 1 attached to this Security Agreement, in which event Schedule 1 shall be deemed amended to include the new location. Any additional filings or refilings requested in writing by Vicis as a result of any such relocation in order to maintain the Security Interest in such Collateral shall be at Debtor's expense.

3.4 Insurance. Maintain insurance (including, without limitation, commercial general liability and property insurance) with respect to the Collateral consisting of tangible personal property in such amounts, against such risks, in such form and with responsible and reputable insurance companies or associations as is required by any governmental authority having jurisdiction with respect thereto or as is carried generally in accordance with sound business practice by companies in similar businesses similarly situated. Debtor will obtain lender's loss payable endorsements on applicable insurance policies in favor of Vicis and will provide to Vicis certificates of such insurance or copies thereof. Debtor shall use commercially reasonable efforts to cause each insurer to agree, by endorsement on the policy or policies or certificates of insurance issued by it or by independent instrument furnished to Vicis, that such insurer will give thirty (30) days written notice to Vicis before such policy will be altered or canceled. No settlement of any insurance claim shall be made without Vicis's prior consent, which consent will not be unreasonably withheld, conditioned or delayed. In the event of any insured loss, Debtor shall promptly notify Vicis thereof in writing, and, after an Event of Default shall have occurred and be continuing, Debtor hereby authorizes and directs any insurer concerned to make payment of such loss directly to Vicis as its interest may appear. Vicis is authorized, in the name and on behalf of Debtor, to make proof of loss and to adjust, compromise and collect, in such manner and amounts as it reasonably shall determine, all claims under all policies; and Debtor agrees to sign, on written demand of Vicis, all receipts, vouchers, releases and other instruments which may be necessary in aid of this authorization. After an Event of Default shall have occurred and be continuing, the proceeds of any insurance from loss, theft, or damage to the Collateral shall be held in a segregated account established by Vicis and disbursed and applied at the discretion of Vicis, either in reduction of the Obligations or applied toward the repair, restoration or replacement of the Collateral.

3.5 Name; Legal Status. (a) Without providing at least 30 days prior written notice to Vicis, Debtor will not change its name, its place of business or, if more than one, chief executive office, or its mailing address or organizational identification number if it has one, (b) if Debtor does not have an organizational identification number and later obtains one, Debtor shall forthwith notify Vicis of such organizational identification number, and (c) Debtor will not change its type of organization or jurisdiction of organization.

ARTICLE IV
RIGHTS AND REMEDIES

4.1 Right to Cure. In case of failure by Debtor after receipt of written notice from Vicis to procure or maintain insurance, or to pay any fees, assessments, charges or taxes (subject to Debtor's right to contest in good faith, such assessments, charges or taxes) arising with respect to the Collateral, Vicis shall have the right, but shall not be obligated, to effect such insurance or pay such fees, assessments, charges or taxes, as the case may be, and, in that event, the cost thereof shall be payable by Debtor to Vicis immediately upon demand, together with interest at an annual rate of 10% from the date of disbursement by Vicis to the date of payment by Debtor. If Vicis effects any insurance on behalf of Debtor, Debtor thereafter may cancel such insurance so effected after providing Vicis with evidence that Debtor has obtained insurance as required by this Security Agreement.

4.2 Rights of Parties. Upon the occurrence and during the continuance of an Event of Default, in addition to all the rights and remedies provided in the Transaction Documents or in Article 9 of the UCC and any other applicable law, Vicis may (but is under no obligation so to do):

(a) require Debtor to assemble the Collateral at a place designated by Vicis, which is reasonably convenient to the parties; and

(b) take physical possession of Inventory and other tangible Collateral and of Debtor's records pertaining to all Collateral that are necessary to properly administer and control the Collateral or the handling and collection of Collateral, and sell, lease or otherwise dispose of the Collateral in a commercially reasonable manner in whole or in part, at public or private sale, on or off the premises of Debtor; and

(c) collect any and all money due or to become due and enforce in Debtor's name all rights with respect to the Collateral; and

(d) settle, adjust or compromise any dispute with respect to any Account; and

(e) receive and open mail addressed to Debtor; and

(f) on behalf of Debtor, endorse checks, notes, drafts, money orders, instruments or other evidences of payment.

4.3 Power of Attorney. Upon the occurrence and during the continuance of an Event of Default, Debtor does hereby constitute and appoint Vicis as Debtor's true and lawful attorney with full power of substitution for Debtor in Debtor's name, place and stead for the purposes of performing any obligation of Debtor under this Security Agreement and taking any action and executing any instrument which Vicis may deem necessary or advisable to perform any obligation of Debtor under this Security Agreement, which appointment is irrevocable and coupled with an interest, and shall not terminate until the Obligations are paid in full.

4.4 Right to Collect Accounts. Upon the occurrence and during the continuance of an Event of Default, and without limiting Debtor's obligations under the Transaction Documents: (a) Debtor authorizes Vicis to notify any and all debtors on the Accounts to make payment directly to Vicis (or to such place as Vicis may direct); (b) Debtor agrees, on written notice from Vicis, to deliver to Vicis promptly after receipt thereof, in the form in which received (together with all necessary endorsements), all payments received by Debtor on account of any Account; and (c) Vicis may, at its option, apply all such payments against the Obligations or remit all or part of such payments to Debtor.

4.5 Reasonable Notice. Written notice, when required by law, sent in accordance with the provisions of Section 12.6 of the Securities Purchase Agreement and given at least ten (10) calendar days (counting the day of sending) before the date of a proposed disposition of the Collateral shall be reasonable notice.

4.6 Limitation on Duties Regarding Collateral. The sole duty of Vicis with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the UCC or otherwise, shall be to deal with it in the same manner as Vicis deals with similar property for its own account. Neither Vicis nor any of its directors, officers, employees or agents, shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of Debtor or otherwise.

4.7 Lock Box; Collateral Account. This Section 4.7 shall be effective only upon the occurrence and during the continuance of an Event of Default. If Vicis so requests in writing, Debtor will direct each of its debtors on the Accounts to make payments due under the relevant Account or chattel paper directly to a special lock box to be under the control of Vicis. Debtor hereby authorizes and directs Vicis to deposit into a special collateral account to be established and maintained by Vicis all checks, drafts and cash payments received in said lock box. All deposits in said collateral account shall constitute proceeds of Collateral and shall not constitute payment of any Obligation until so applied. At its option, Vicis may, at any time, apply finally collected funds on deposit in said collateral account to the payment of the Obligations, in the order of application set forth in Section 4.8, or permit Debtor to withdraw all or any part of the balance on deposit in said collateral account. If a collateral account is so established, Debtor agrees that it will promptly deliver to Vicis, for deposit into said collateral account, all payments on Accounts and chattel paper received by it. All such payments shall be delivered to Vicis in the form received (except for Debtor's endorsement where necessary). Until so deposited, all payments on Accounts and chattel paper received by Debtor shall be held in trust by Debtor for and as the property of Vicis and shall not be commingled with any funds or property of Debtor.

4.8 Application of Proceeds. Vicis shall apply the proceeds resulting from any sale or disposition of the Collateral in the following order:

(a) to the reasonable costs of any sale or other disposition;

(b) to the reasonable expenses incurred by Vicis in connection with any sale or other disposition, including attorneys' fees;

(c) to the payment of the Obligations then due and owing in any order selected by Vicis in a commercially reasonable manner; and

(d) to Debtor.

4.9 Other Remedies. No remedy herein conferred upon Vicis is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Security Agreement and the Transaction Documents now or hereafter existing at law or in equity or by statute or otherwise. No failure or delay on the part of Vicis in exercising any right or remedy hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right hereunder preclude other or further exercise thereof or the exercise of any other right or remedy.

ARTICLE V
MISCELLANEOUS

5.1 Expenses and Attorneys' Fees. Debtor shall pay all fees and expenses incurred by Vicis, including the reasonable fees of counsel, in connection with the preparation, administration and amendment of this Security Agreement and the protection, administration and enforcement of the rights of Vicis under this Security Agreement or with respect to the Collateral, including without limitation the protection and enforcement of such rights in any bankruptcy.

5.2 Setoff. Debtor agrees that, upon the occurrence and during the continuance of an Event of Default, Vicis shall have all rights of setoff and bankers' lien provided by applicable law.

5.3 Assignability; Successors. Debtor's rights and liabilities under this Security Agreement are not assignable or delegable, in whole or in part, without the prior written consent of Vicis. The provisions of this Security Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

5.4 Survival. All agreements, representations and warranties made in this Security Agreement or in any document delivered pursuant to this Security Agreement shall survive the execution and delivery of this Security Agreement, and the delivery of any such document.

5.5 Governing Law. This Security Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida applicable to contracts made and wholly performed within such state.

5.6 Execution; Headings. This Security Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile signature page were an original thereof. The article and section headings in this Security Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

5.7 Notices. All communications or notices required or permitted by this Security Agreement shall be given to Debtor (to be delivered care of Issuer) in accordance with Section 12.6 of the Purchase Agreement.

5.8 Amendment. No amendment of this Security Agreement shall be effective unless in writing and signed by Debtor and Vicis.

5.9 Severability. Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Security Agreement in such jurisdiction or affecting the validity or enforceability of any provision in any other jurisdiction.

5.10 WAIVER OF RIGHT TO JURY TRIAL. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF ANY CONTROVERSY THAT MAY ARISE UNDER THIS SECURITY AGREEMENT.

5.11 Submission to Jurisdiction.

(a) EACH OF THE PARTIES TO THIS SECURITY AGREEMENT HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED THE STATE OF FLORIDA FOR PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT. EACH OF THE PARTIES TO THIS SECURITY AGREEMENT IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION THAT SUCH PARTY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN ANY SUCH COURTS AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN ANY SUCH COURTS HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(b) EACH OF THE PARTIES TO THIS SECURITY AGREEMENT HEREBY CONSENTS TO SERVICE OF PROCESS BY NOTICE IN THE MANNER SPECIFIED IN SECTION 12.6 OF THE PURCHASE AGREEMENT AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION SUCH PARTY MAY NOW OR HEREAFTER HAVE TO SERVICE OF PROCESS IN SUCH MANNER. DEBTOR AGREES THAT SERVICE OF PROCESS MAY BE DELIVERED CARE OF ISSUER.

(signature page follows)

IN WITNESS WHEREOF, this Guarantor Security Agreement has been executed as of the day and year first above written.

OPTIMIZERX CORPORATION

By:_____
Name: David Harrell
Title: Chief Executive Officer

VICIS CAPITAL MASTER FUND
By: Vicis Capital LLC

By:_____
Name: Chris Phillips
Title: Managing Director

SCHEDULE 1 TO SECURITY AGREEMENT

Locations of Collateral

Organizational ID:

Address of Debtor’s records of Collateral and chief executive office:

407 Sixth Street, Rochester, MI 48307

Collateral Locations:

SCHEDULE 2 TO SECURITY AGREEMENT

Intellectual Property

Organizational ID:

Patents

None

Trademarks

None

Copyrights

None

EXHIBIT 10.8

PARTNERSHIP AGREEMENT

THIS PARTNERSHIP AGREEMENT ("Agreement"), is made and entered into as of _____ by and between OptimizeRx Corporation ("OptimizeRx"), a Michigan corporation having an address at 407 Sixth Street, Rochester, MI 483087 and Dendrite International, Inc. d/b/a Cegedim Dendrite ("Cegedim Dendrite"), a New Jersey corporation having an address at 1405 Route 206 South, Bedminster, New Jersey 07921.

WITNESSETH:

WHEREAS, OptimizeRx provides a lead generation portal on the internet and would like to market its OFFERx product to customers with Cegedim Dendrite as its exclusive adjudication provider; and

WHEREAS, among its products and services, Cegedim Dendrite provides card printing, adjudication and program management of persistency solutions and related support services to the pharmaceutical industry; and

WHEREAS, each of OptimizeRx and Cegedim Dendrite believe that they would mutually benefit from a teaming arrangement under which the parties would market their respective solutions and provide business referrals to the other.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual representations, warranties, covenants, and agreements contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I
DEFINITIONS

1.1 The following capitalized terms shall have the respective meanings given them below:

"Affiliate" shall mean any Person which directly or indirectly controls, is controlled by or is under common control with, another Person. The term "control" (including its correlative meanings "controlled by" and "under common control with") means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise).

"Confidential Information" shall mean any and all business and technical information of a party disclosed to, or otherwise acquired or observed by, the other party, whether communicated in writing, orally, electronically or in any other form, except Confidential Information does not include any information which (1) becomes generally available to the public through no fault of the receiving party, (2) was independently developed by the receiving party without access to the disclosing party's Confidential Information or (3) becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party; provided that such source is not prohibited from transferring the information to the receiving party by a contractual, legal or fiduciary obligation.

"Covered Solutions" shall mean collectively the "OptimizeRx Solution", the "Cegedim Dendrite Solution" and the "OFFERx Solution," except as stated otherwise.

"Customer Lead" shall mean a Potential Customer that is in the market for an internet lead generation portal, persistency programs and/or card adjudication program management and which is identified by one party (the "Referring Party") and disclosed to the other party (the "Non-Referring Party").

"Cegedim Dendrite Solutions" shall mean Cegedim Dendrite's persistence and loyalty group offerings which are more fully described in Schedule A.

"Person" shall mean any individual, firm, corporation, unincorporated association, partnership, limited liability company, trust, Governmental Authority or other entity.

"Potential Customer" shall mean a potential brand customer of a Covered Solution in the pharmaceuticals industry.

"Solution" shall mean the OptimizeRx Solution or the Cegedim Dendrite Solution, as applicable.

"Proposal" shall mean a written document prepared by a patty and provided to a Customer Lead which sets forth the material terms under which the party proposes to provide its Covered Solution to the Customer Lead.

"OptimizeRx Solution" shall mean OptimizeRx's lead generation and advertising internet portal solution as set forth in Schedule B.

"OFFERx Solution" shall mean OptimizeRx's OFFERx product plus Cegedim Dendrite's standard Opus Health Services.

"Opus Health Services" shall mean the standard administrative services provided by Cegedim Dendrite relating to prescription card redemption programs wherein Cegedim Dendrite processes pharmaceutical prescription claims through Cegedim Dendrite's network of pharmacies and other providers as described under Exhibit A to Schedule D attached hereto.

"OFFERx Product" shall mean the proprietary web-based platform used to introduce brands to consumers actively managing their healthcare needs of OptimizeRx as described in Schedule C.

ARTICLE II
CLIENT INTRODUCTIONS AND REFERRALS;
REFERRAL FEES

2.1 Each party shall, in accordance with the terms of this Agreement, (i) endeavor to identify Customer Leads for the other party and (ii) cross-reference, where appropriate, the other party's Covered Solutions in its dealings with Potential Customers.

2.2 In the event the parties jointly identify a Potential Customer, the parties shall use reasonable commercial efforts to jointly prepare and deliver a sales presentation to the identified Potential Customer.

2.3 With the exception of initial lead generation discussions, neither patty shall engage in discussions with a Potential Customer concerning the other patty's Solutions without the presence of a representative of such other party, unless such other party has provided its consent waiving its right to be present at such discussions.

2.4 Each patty will maintain full responsibility and accountability for any pricing it provides, and ensure that its pricing sufficiently addresses the Covered Solution to be provided to the Potential Customer.

2.5 Where the Referring Party has entered into a revenue-generating contractual relationship with the Customer Lead for an OptimizeRx Solution or a Cegedim Dendrite Solution, the Non-Referring Party will pay to the Referring Patty a referral commission (the "Referral Commission") as described in the Referral Commission Table under Schedule E attached hereto.

2.6 The Non-Referring Patty will furnish the Referring Party with a copy of each fully executed customer contract under which a Referral Commission is to be paid within thirty (30) days of its execution.

2.7 Payment of any Referral Commissions will be due in full in U.S. dollars within thirty (30) days of the end of the calendar quarter in which full payment, or of each partial payment, by the customer was received by the Non-Referring Patty until the full amount has been paid. Late payments will not be subject to interest charges.

2.8 A Customer Lead shall be provided by the Referring Party in writing to the Non-Referring Party. The Non-Referring Party shall confirm in writing to the Referring Party whether the Potential Customer is a Customer Lead. Where the parties cannot reasonably agree on which party generated a Customer Lead, no Referral Commission will be due and payable for the applicable customer contract. In determining which patty generated the Customer Lead, the parties may use information provided by the customer as evidence of which party generated the Customer Lead. The parties agree to work in good faith to determine who generated the Customer Lead.

2.9 In the event the Non-Referring Party breaches its obligation to pay a Referral Commission for a particular Customer Lead, the Referring Party may, among its other rights and remedies hereunder, cease to refer Potential Customers to the Non-Referring Patty upon ten (10) days written notice thereof and the Non-Referring Party's failure to cure such breach within ten (10) days of having received such notice.

2.10 For clarification, subject to Section 2.5, Referral Commissions may only be paid to OptimizeRx for referral of Customer Leads resulting in revenue generating relationships for the Cegedim Dendrite Solutions. Subject to Section 2.5, Referral Commissions will not be paid to OptimizeRx for revenue generating relationships for Cegedim Dendrite products or services other than the Cegedim Dendrite Solutions listed under Schedule A.

ARTICLE III
PROPOSALS, SALES AND CUSTOMER CONTRACTS

3.1 To the extent the Non-Referring Party pursues a Customer Lead, it shall prepare its own Proposal and engage its own sales efforts. Unless otherwise agreed in writing, no Proposal shall be deemed a joint Proposal and neither party shall sell or market the other party's Covered Solutions in its own Proposal or at a customer meeting, except as authorized under Article IV of this Agreement.

3.2 Any customer contract for a Covered Solution that is a result of efforts under this Agreement shall be negotiated and entered into solely by the party offering such Covered Solution, except as agreed upon under this Agreement.

3.3 Under no circumstances shall either party be obligated to enter into a customer contract with respect to a potential transaction resulting from a Customer Lead.

3.4 Except as expressly prohibited under this Agreement, nothing contained in this Agreement shall be deemed to prohibit either party from making any proposal regarding its own Covered Solutions to any current or prospective customer of such party, or to enter into any customer contract with respect to such Covered Solutions.

3.5 The parties shall make reasonable efforts to ensure that the Potential Customer separately contracts with each party for its Solution. In cases where the Potential Customer wishes to purchase a Covered Solution, not including an OFFERx Solution, from each party but requires a contract with only one party (the "Primary Party"), the parties hereto shall negotiate in good faith a mutually acceptable (i) reseller or distribution agreement under which the Primary Party shall have the right to resell or distribute the Solution of the other party (the "Non-Primary Party"); and (ii) a mutually acceptable sub-contract under which the Non-Primary Party will provide the Primary Party with the Non-Primary Party's services.

3.6 In the event, the parties enter into a reseller and sub-contract arrangement in accordance with Section 3.5, no Referral Commission shall be due and owing for any applicable Customer Lead.

3.7 Neither party shall bind the other to performance obligations under any customer contract without the written consent of the other party.

ARTICLE IV
RESELLER TERMS, FEES AND COMMISSION

4.1 Cegedim Dendrite hereby grants to OptimizeRx a non-exclusive, non-transferable, non-assignable right during the term of the Agreement to promote, advertise, market and distribute in the United States the Opus Health Services to customers solely for use within the OFFERx Solution.

4.2 In the event that the Opus Health Services are distributed by OptimizeRx within an OFFERx Solution, the additional terms and conditions set forth under Schedule D shall apply.

4.3 I n the event that the OFFERx Solution is sold to a customer, OptimizeRx shall execute a binding customer services agreement with the customer for the OFFERx Solution prior to the customer's receipt of the Opus Health Services (the "OFFERx Agreement").

4.4 Where OptimizeRx has entered into an OFFERx Agreement with a Customer Lead, the Non-Referring Party will pay to the Referring Party an OFFERx referral commission (the "OFFERx Referral Commission") as described in the OFFERx Referral Commission Table under Schedule E attached hereto.

4.5 OFFERx Referral Commission payments will be due in full in U S. dollars within thirty (30) days of the end of the calendar quarter in which full payment, or of each partial payment, was received by the Non-Referring Patty until the full amount has been paid. Late payments will not be subject to interest charges.

4.6 A Customer Lead for the OFFERx Solution, shall be provided by the Referring Patty in writing to the Non-Referring Party. The Non-Referring Party shall confirm in writing to the Referring Party whether the Potential Customer is a Customer Lead. Where the parties cannot reasonably agree on which party generated a Customer Lead for the OFFERx Solution, no OFFERx Referral Commission will be due and payable for the applicable customer contract. In determining which party generated the Customer Lead, the parties may use information provided by the customer as evidence of which party generated the Customer Lead.

4.7 In the event the Non-Referring Party breaches its obligation to pay an OFFERx Referral Commission for a particular Customer Lead, the Referring Party may, among its other rights and remedies hereunder, cease to refer Potential Customers to the Non-Referring Party upon ten (10) days written notice thereof and the Non-Referring Party's failure to cure such breach within ten (10) days of having received such notice.

ARTICLE V
RESPONSIBILITIES OF THE PARTIES

5.1 Each party shall:

(a) use reasonable efforts to promote and solicit orders for the Covered Solutions on a continuing basis. In its efforts, each party will use the other party's then-current names and descriptions for the Solutions and will not add to, delete from or modify any sales or marketing documentation or forms provided by the other party except with such party's prior written consent

(b) solely in connection with this Agreement, use the other party's trademarks, service marks, logos and trade names ("Marks") to achieve its obligations under this Agreement, provided that (i) the party intending to use the other party's Mark obtains prior written approval therefore, and (ii) the party using the other party's Mark clearly identifies the owner of such Mark. The parties shall use the other party's Marks in accordance with the guidelines and standards provided by the other party in writing from time to time. In the event that a party reasonably determines that the other party is not in compliance with such guidelines, the party shall have the right to suspend the other party's use of the Marks until such time as the other party meets such guidelines and standards. Subject to the forgoing, the parties agree to provide each other with corporate and product graphics as reasonably requested by the other party, for use in meeting its obligations under this Agreement

(c) at its own expense, provide the other party with a reasonable quantity of any applicable printed marketing materials for its respective Solutions.

(d) use reasonable efforts to inform the other party within a reasonable time of any changes in its respective Solution, prices, and/or marketing and sales documentation.

(e) be solely responsible to its customers with respect to its respective Solutions.

(f) afford the other party reasonable access to such information regarding its business as may be reasonably necessary to prepare each Proposal and perform its obligations under this Agreement.

(g) upon reasonable request from the other party, from time to time make available management and technical personnel to assist the other party in (i) developing a Proposal, (ii) any discussions and negotiations related to a customer contract and (iii) integrating such party's Solutions with the other patty's Solutions, and shall provide such other cooperation as may reasonably be requested by the other party in furtherance of a Proposal.

(i) furnish to the other party copies of all press releases, product announcements and newsletters which are disseminated to the public that relate to the Covered Solutions.

(j) notify the other party of any lawsuits or regulatory proceedings that may beat on its ability to comply with the terms of this Agreement or perform in accordance with the terms of a Proposal submitted to a Potential Customer.

(k) commit sufficient resources necessary to comply with the terms of this Agreement.

(1) respond to Potential Customer requests for information in a timely manner.

ARTICLE VI
OWNERSHIP

6.1 Except as expressly stated in Section 6.2 herein, as between the parties, any and all existing products, documentation, marketing materials, Marks and patents, and copies, updates, enhancements, improvements, translations, alterations, revisions, customizations, releases, and derivatives thereto and thereof (including, but not limited to, software code and programming, whether source code or object code or otherwise), including, but not limited to, any and all intellectual property rights therein and thereto, shall remain the sole and exclusive property (the "Proprietary Information") of the respective parties.. The parties hereby reserve any and all right, title, and interest in and to their respective Proprietary Information not expressly and explicitly granted to the other party under this Agreement and the other party shall not take any action that jeopardizes the owner's proprietary rights in its Proprietary Information.

6.2 The parties agree that all Proposal materials developed by a party hereto shall remain the exclusive property of such party.

6.3 Without limiting anything in this Agreement, except as and only to the extent expressly and explicitly authorized in this Agreement or any reseller or services sub-contract by and between the parties, neither patty shall do, not shall it permit any other Person to do, any of the following: (a) use the other party's Solution for any purpose, at any location or in any manner, (b) make, take, or retain any copy of any of the other party's Proprietary Information (c) re-engineer, reverse engineer, decompile, or disassemble any of the other party's Proprietary Information or create or recreate the source code for any Proprietary Information, (d) refer to or otherwise use any of the other party's Proprietary Information as part of any effort to develop a program having any functional attributes, visual expressions or other features similar to those of such Proprietary Information, (e) remove, erase, or tamper with any copyright or other proprietary notice printed or stamped on, affixed to, or encoded or recorded in any of the other party's Proprietary Information, or fail to preserve all copyright and other proprietary notices in any copy of any such Proprietary Information, or (f) sell, market, license, sublicense, distribute, transfer, convey, assign, or otherwise grant to any Person any right to use any of' the other patty's Proprietary Information.

ARTICLE VII
CONFIDENTIALITY

7.1 OptimizeRx and Cegedim Dendrite shall each (i) hold the Confidential Information of the other in trust and confidence and avoid the disclosure or release thereof to any other person or entity by using the same degree of care as it uses to avoid unauthorized use, disclosure, or dissemination of its own Confidential Information of a similar nature, but not less than reasonable care, and (ii) not use the Confidential Information of the other patty for any purpose whatsoever except as expressly contemplated under this Agreement Each party shall disclose the Confidential Information of the other only to those of its employees having a need to know such Confidential Information and shall take all reasonable precautions to ensure that its employees comply with the provisions of this Section.

7.2 In the event Confidential Information is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority, the receiving party shall furnish prompt written notice of such required disclosure and reasonably cooperate with the disclosing party, at the disclosing party's cost and expense, in any effort made by the disclosing party to seek a protective order or other appropriate protection of its Confidential Information.

ARTICLE VIII
WARRANTY DISCLAIMER; RELATIONSHIP
OF PARTIES

8.1 (a) Each party represents and warrants that (i) it has the right and authority to enter into this Agreement; and (ii) it has the right to perform its obligations under and pursuant to this Agreement.

(b) THE WARRANTIES SET FORTH IN SECTION 8.1(a) HEREOF ARE IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES AND THE PARTIES HEREBY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR USE AND/OR A PARTICULAR PURPOSE.

ARTICLE IX
INDEMNIFICATION

9.1 Each party (the "Indemnitor") shall indemnify, defend and hold the other party (the "Indeminitee") and its Affiliates and their respective directors, officers, employees and agents (collectively, "Covered Persons") harmless from and against any and all liabilities, damages, claims, losses, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) (collectively, "Losses") of third parties incurred by such Covered Persons arising out of or in connection with the performance by the Indemnitor of its obligations to a customer pursuant to a contract by and between the Indemnitor and a customer, except to the extent such Losses were caused by the Indemnitee.

ARTICLE X
LIMITATION OF LIABILITY

10.1 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCES FOR SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER (WHETHER ARISING OUT OF CONTRACT, STRICT LIABILITY, OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, ANY LOST REVENUES OR PROFITS OF THE OTHER PARTY RESULTING FROM OR ARISING OUT OF A BREACH OF THIS AGREEMENT, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION SHALL NOT APPLY TO A BREACH OF A PARTY'S OBLIGATIONS UNDER ARTICLES VI OR VII.

ARTICLE XI
EXCLUSIVITY

11.1 During the term of this Agreement, OptimizeRx will exclusively (a) promote and market the persistency card adjudication services of Cegedim Dendrite; and (b) refer Potential Customers to Cegedim Dendrite for persistency programs and card adjudication services.

11.2 During the term of this Agreement, OptimizeRx shall exclusively use Cegedim Dendrite as its pharmacy adjudication and persistency program management services provider as part of the OFFERx Solution.

11.3 For one (1) year following termination or expiration of this Agreement, OptimizeRx shall not market or sell directly or indirectly any programs, products or services with the brand or program name "OFFERx". This Section 11.3 shall survive any termination or expiration of this Agreement.

ARTICLE XII
TERM AND TERMINATION

12.1 (a) This Agreement shall commence on the date hereof and terminate on its one (1) year anniversary (the "Initial Term") unless sooner terminated as hereinafter provided. After the Initial Term, this Agreement may be renewed with the mutual consent of the parties for additional six (6) month periods.

(b) Either party may terminate this Agreement at any time, with or without cause, upon sixty (60) days written notice.

(c) Either party may terminate this Agreement upon ten (10) days written notice following (i) the filing of a voluntary or involuntary petition in bankruptcy by or against the other party or (ii) the liquidation of the other party.

(d) Neither party shall incur any liability whatsoever for any damage, loss or expenses of any kind suffered or incurred by the other party arising from or incident to any termination of this Agreement which complies with the terms of the Agreement whether or not the terminating party is aware of any such damage, loss or expenses.

(e) Upon termination of this Agreement for any reason whatsoever, each party: (i) shall immediately discontinue any and all use of the other party's Marks; (ii) shall immediately discontinue all representations or statements from which it might be inferred that any relationship exists between the parties; and, (iii) shall cease promoting, soliciting and procuring orders for the other party's Solutions.

(f) Upon termination of this Agreement, the parties shall, within thirty (30) days of the termination date, return or certify in writing the destruction of the other party's Confidential Information in its possession, custody or control in whatever form held, including, but not limited to, copies or embodiments thereof or relating thereto.

(g) The rights and obligations of the parties under Articles III, IV, VI through XVII and XIX through XXVII of this Agreement shall survive termination of this Agreement.

(h) Notwithstanding any termination or expiration of this Agreement as set forth herein, this Agreement shall continue until the termination or expiration of any services provided by Cegedim Dendrite pursuant to the terms under Article IV (Reseller).

ARTICLE XIII
NOTICES

13.1 All notices required or permitted by this Agreement will be effective only if given in writing and sent by: (i) first-class U.S mail, postage prepaid; (ii) overnight delivery service with proof of receipt; (iii) hand-delivery; (iv) facsimile with confirmation of receipt; or (v) certified mail, return receipt requested, to the applicable address provided below:

if to OptimizeRx Corporation:

407 Sixth Street
Rochester, MI 483087

if to Cegedim Dendrite:

Cegedim Dendrite
1405 Route 206
Bedminster, NJ 07921
Attn: General Counsel
Fax: (908)443-

A notice will be deemed given the earlier of its date of delivery or the third business day after its mailing or transmission.

ARTICLE XIV
SEVERABILITY

14.1 The provisions of this Agreement shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision shall not affect the invalidity or enforceability of any other provision.

ARTICLE XV
AMENDMENT

15.1 The terms and provisions of this Agreement may not be modified or amended or any of the provisions hereof waived, temporarily or permanently, except, in the case of a modification or amendment, pursuant to the written consent of the parties and, in the case of a waiver, pursuant to a writing executed by the party so waiving.

ARTICLE XVI
NO WAIVER

16.1 The failure or delay of any patty hereto to require performance of any provision of the Agreement shall in no manner affect such party's right at a later time to enforce that same or any other provision No consent or waiver, express or implied, by any party to, or of any breach or a deviation from any other covenant, condition or duty of, any party shall be deemed a consent or waiver to or of any other breach or deviation front any other covenant, condition or duty. All rights and remedies existing under the Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

ARTICLE XVII
ASSIGNMENT

17.1 No party hereto may assign, or delegate all or any of their rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other party.

ARTICLE XVIII
MEDIA RELEASES

18.1 All media releases, public announcements and public disclosures by OptimizeRx or Cegedim Dendrite or their respective employees or agents relating to this Agreement or its subject matter, including without limitation press releases, promotional or marketing material (but not including any announcement required by legal, accounting or regulatory requirements as the case may be) shall be coordinated and approved in writing by both OptimizeRx and Cegedim Dendrite prior to the release thereof, provided however, that any such approval may not be unreasonably withheld.

ARTICLE XIX
AUDIT

19.1 Upon reasonable notice, either party may, at its own cost and expense, audit relevant information of the other party to ensure such other party's compliance with the terms of this Agreement.

ARTICLE XX
NON-SOLICITATION

20.1 During the term of this Agreement, and for a period of one year thereafter, neither party will directly or indirectly, nor will it cause its Affiliates to directly or indirectly, (a) solicit for employment any person who is an employee or consultant of the other party or any of its Affiliates or who was an employee or consultant of the other party or its Affiliates at any time during the term of this Agreement or (b) encourage any employee or consultant of the other party or any of its Affiliates to alter or terminate its relationship with the other party or any of its Affiliates.

ARTICLE XXI
COSTS AND EXPENSES

21.1 Each party shall bear its own respective costs and expenses incurred in connection with negotiating this Agreement, the performance of its obligations under this Agreement, including, without limitation, any costs and expenses incurred by such party regarding such patty's investigation of the business of the other party.

ARTICLE XXII
BINDING EFFECT; NO THIRD PARTY
BENEFICIARIES

22.1 This Agreement shall be binding upon and inure to the benefit of OptimizeRx and Cegedim Dendrite and their respective permitted successors and assigns Nothing contained herein, express or implied, is intended to confer upon any person or entity other than the parties hereto and their permitted successors and assigns any rights or remedies under or by reason of this Agreement.

ARTICLE XXIII
HEADINGS

23.1 The headings in this Agreement are for reference purposes only and shall not be deemed to have any substantive effect.

ARTICLE XXIV
INDEPENDENT ENTITIES

24.1 The parties to this Agreement are independent entities and nothing in his Agreement is intended to make any party the agent, representative or partner of another party or is intended to establish a joint venture or a franchise No party has any express or implied right or authority to make any representations or warranties, or assume or create any obligations or responsibilities, on behalf of or in the name of any other party hereunder or to any other person.

ARTICLE XXV
GOVERNING LAW AND VENUE

25.1 This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey, without regard to its conflict of law principles or the United Nations Convention on the International Sale of Goods. All disputes arising out of this Agreement shall be exclusively resolved by a count of competent jurisdiction in the State of New Jersey Each party expressly consents to the jurisdiction of the courts of the State of New Jersey and the Federal District Court for the District of New Jersey, and waives any objections or right as to the forum non-conveniens, lack of personal jurisdiction or similar grounds.

ARTICLE XXVI
ENTIRE AGREEMENT

26.1 This Agreement, together with the preamble and recitals hereof, sets forth the entire agreement and understanding between OptimizeRx and Cegedim Dendrite as to the subject matter hereof There are no representations, warranties, covenants or undertakings other than those expressly set forth herein or as duly set forth on or subsequent to the effective date hereof in writing. The Agreement supersedes all prior agreements between the parties with respect to the subject matter hereof.

ARTICLE XXVII
COUNTERPARTS

27.1 This Agreement may be executed in one or more counterparts, which will be deemed together to constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives effective as of the date and year first above written.

OPTIMIZERx Corporation

By: /s/ David Harrell
Name: David Harrell
Title: CEO
Date: 6/11/08

CEGEDIM DENDRITE

By: /s/ L. Schockorez
Name: L. Schockorez
Title: CFO
Date: 6/26/08

Schedule A

Cegedim Dendrite Solutions

Cegedim Dendrite's Persistence and Loyalty Group Offerings

1. Rebate and voucher processing

2. Pharmacy transaction processing

The following steps outline the process:

- The pharmacist sends the prescription information to the primary insurance company. **Note:** Vouchers are submitted to OPUS Health as the primary payer.
- The pharmacist receives a transaction from the insurance company that contains the patient's co-pay amount and sends this transaction to Cegedim Dendrite as the secondary payer.
- Cegedim Dendrite sends the pharmacy a transaction that contains the amount due (the co-payment minus the discount) from the patient when he or she picks up the prescription.
- The pharmacy collects the amount due from the patient at the point of sale.
- Every two weeks, Cegedim Dendrite sends branded checks to pharmacies for the co-pay discounts and an additional professional fee for each transaction to pay them for their services in the program.

Note: Cegedim Dendrite can include an additional insert in the mailing for an additional fee.

3. Pharmacy Help Line

A pharmacy help line is staffed with live operators for pharmacies to call with processing questions The help line is open Monday through Friday from 8:30 A.M to 5:30 P. M. ET and Saturday from 8:30 A.M to 2:00PM,.ET.

4. Patient Incentive Options

- **Instant Rebate Cards*:** Plastic co-pay reduction card, typically for a multi-use card program; instant rebate adjudicated at the point of sale at the pharmacy used to offset the patient's co-pay or provide points for rewards.
- **DebitRx*:** Plastic Visa logo card used to provide a monetary reward each time a patient fills the prescription.
- **Vouchers:** Paper card typically for one-time use to obtain free product.
- **CD-ROM Card:** CD-ROM card used as a co-pay reduction card at the point of sale at the pharmacy; the CD-ROM provides the patient with education materials and may include a link to the program's Web site.

5. Individualized Patient Communications

Throughout the Persistence program, Cegdim Dendrite can send various communications to enrolled patients in the method that they choose (e-mail or direct mail) During the setup phase of the project, Cegedim Dendrite uses templates to prepare these communications for customer approval.

- **Program Welcome Letter:** After a patient enrolls, Cegedim Dendrite sends a personalized welcome letter with information about the program and its benefits.

- **Refill Reminders:** When enrolling in the program, patients can "opt in" to receive prescription refill reminders and can indicate how many days before a refill is due they wish to be notified.

- **Patient Satisfaction Surveys:** At three months and then at six months, Cegedim Dendrite sends a satisfaction survey to assess the patient's experience with the program The customer can use the Web-based reporting tool to view the results.

6. Misuse and Abuse Protection/Concurrent Program Linking

All claims require a valid group number, card identification code, and product NDC. To prevent the processing of invalid voucher/card numbers for claims, Cegedim Dendrite uses a proprietary algorithm to assign a unique number for each voucher/card,. In addition, voucher/card use is limited to the specific NDC numbers, which are unique to the brand, its strength, and product size for a given program.

Cegedim Dendrite can restrict a single patient from using more than one card within the same group number and, for an additional fee, restrict a single patient from using more than one card across multiple programs.

Cegedim Dendrite works with the customer to develop the business rules that will govern transaction processing for the program These business rules will detail how many times a unique card identifier can be used to obtain benefits/rewards and the time frame between each use. The rules will be coded into the system and applied to every transaction received.

7. Card Activation and Enrollment: Methods and Options Cegedim Dendrite offers several methods for patients to enroll in the program and activate cards.

Inbound Call Center - Live Operator: Patients use a toll-free number to contact an inbound call center Operators enroll patients into the program and activate cards in real time. Standard hours of operation are Monday to Friday, 9 AM to 5 PM Eastern Time, A call guide template will be agreed upon with the customer to capture the information required for the program enrollment.
Interactive Voice Response (IVR): An IVR service provides real-time enrollment and card activation at a lower per-call rate than with live operators. The messages delivered, information gathered, and reporting all mirror that of the "live operator" call center. This option is typically used in conjunction with a live operator call center to provide around the clock coverage.
Web Enrollment: Cegedim Dendrite can set up a Web site for patients to enroll and activate cards that is accessed from the customer's brand's Web site The information gathered and the reporting mirror that of the "live operator" and "IVR" call centers.
Web Enrollment Option: Cegedim Dendrite can set up the program so patients can print pharmacy cards on demand from your branded Web site rather than receive them from their physicians. The information captured and the repotting are the same as with the other enrollment methods.
CD-ROM Option: Cegedim Dendrite can provide a CD that includes a link to the enrollment Web site.

8. Program Reporting

Cegedim Dendrite can provide web-based program reporting Program reporting is updated daily. It includes tables and graphical views of the data that may be extracted into Microsoft® Excel® spreadsheets or PowerPoint® presentations.

9. Co-pay Analysis

A co-pay analysis report (in the form of an Excel Pivot table) is available at the start of the program. This report is prepared at the national level, with drop down displays for each state.

10. Persistence Analysis

A compliance and persistence analysis is available at an appropriate point during the project, or after the project. It will include an executive summary, impact and comparison of test group versus control group, and behavior trends in patients and physicians The report will provide results on the impact to length of therapy, including number of refills.

11. Status Reports (Available monthly)

- Executive summary
- Trends and comparisons for usage and impact on market shares for NBS share and volume, TRx share and volume, and switching measurements
- Impact and comparison of test versus control group shares
- Behavior trends in patients and physicians
- Adjudication data, including national view of cards distributed, activated, and adjudicated by month by enrollment method, adjudications by co-pay for the top ten states, and percentages of patients per adjudications by month.

12. ROI Analysis

Cegedim Dendrite can provide an ROI analysis based on customer needs. Once all criteria have been determined, Cegedim Dendrite can conduct a thorough ROI analysis three months after the conclusion of the program to measure program effectiveness as compared to a control group. Cegedim Dendrite's ROI analysis can include the following:

- New brand starts generated by redeeming physicians
- New brand starts generated by control group physicians
- Incremental new brand starts gain
- Total new brand starts gain
- Refill ratio
- Total projected TRxs
- Revenue per Rx
- Estimated program revenue
- Estimated program costs
- Card reimbursement costs
- Total costs

Schedule B

OptimizeRx Solution

OVERVIEW:

OPTIMIZERx™ is a powerful new platform to introduce brands to qualified, motivated consumers actively managing their healthcare needs.

OPTIMIZERx com helps patients better afford and adhere to their prescribed therapies, as well as better understand their healthcare options. More than just providing education about a specific disease or condition, OPTIMIZERx introduces patients to savings offers, free trials, support programs and other resources that can truly help them manage and maximize their treatment outcomes.

Introduces brand or DR campaigns to those needing client's product therapy.
Visitors and subscribers have come to expect credible, helpful support programs from OPTIMIZERx. Our advertising partners can look to us as a responsive and flexible resource to promote their brand or patient programs. Our service to the consumer is advertiser supported.We carefully balance that responsibility and provide exceptional value to both. Traffic is building rapidly, as is our database of qualified, motivated prospects who've indicated they wish to receive email alerts and an online newsletter that offers up specific news and patient support for their specific condition.

Awareness. Access. Adherence.
OPTIMIZERx understands that physicians prescribe a specific brand name medication for a reason Founded by a group of physicians and healthcare veterans, our mission is to make it possible for healthcare consumers to access and maintain the best, most effective treatments.

DESCRIPTION OF SERVICES:
A multi-channel platform for branded healthcare products.

OPTIMIZERx offers advertisers a menu of targeted programs and features designed to reach patients seeking their type of product. Visitors to the OPTIMIZERx website look for savings, support and information for their prescriptions and OTC healthcare needs., To best reach target audiences, OPTIMIZERx offers the following:

· Channel Integration - client's brand and campaign message can be positioned in channel and direct search query results as the FIRST listing result.

· Category Sponsorship - exposes client's message to all searches within your therapeutic channel, including competitive product selections. As the category sponsor, display banners are prominently positioned within all searches in channel - even for competitors.

· Behavioral User Re-targeting - all returning members who searched within your therapeutic class will be reintroduced to client's message, as well re-targeted when they visit any other website within our expansive network.

· Co-Registration Lead Generation - within an internal registration process, all visitor's can be qualified, queried and entailed in the advertiser's direct response program.

· Customer Relationship Management - entails, alerts, newsletters that incorporate your message are integrated with OPTIMIZERx content and transmitted to pre-qualified consumers identified by condition, age and gender.

Schedule C
OFFERx Product

OFFERx™ Product is the online front-end (advertising and sponsor program) portal that facilitates patient enrolment into customer programs via the OptimizeRx website and its network of affiliates.

Schedule D

Additional Reseller Terms and Conditions

1. Cegedim Dendrite Services: Term. Each and all such right to receive the Cegedim Dendrite Services (described below) shall expire upon completion of the OFFERx Solution ("Program") for which the right was granted. The "Cegedim Dendrite Services" shall mean the Opus Health Services or the administrative services provided by Cegedim Dendrite relating to prescription card redemption programs wherein Cegedim Dendrite processes pharmaceutical prescription claims through Cegedim Dendrite's network of pharmacies and other providers as further described under Exhibit A to this Schedule D.

2. Restrictions on Cegedim Dendrite Services. Neither OptimizeRx nor any of its customers shall have any right to receive, review, modify, or otherwise use or have access to the Cegedim Dendrite Services except as set forth under this Agreement. OptimizeRx shall enforce the obligations of each customer under the applicable OFFERx Agreement and shall immediately report to Cegedim Dendrite any known breach of the applicable OFFERx Agreement, including without limitation any unauthorized use, modification or reproduction of the Cegedim Dendrite Services, and shall reasonably cooperate with Cegedim Dendrite and its representatives in any investigation of and/or litigation against such unauthorized use.

3. Additional Restrictions. The rights and licenses granted herein do not include the right to use or reproduce the Cegedim Dendrite Services for any purpose other than as specified in this Agreement or to modify, enhance or create works derivative of the Cegedim Dendrite Services. OptimizeRx may not use the Cegedim Dendrite Services for its own benefit.

4. License. Cegedim Dendrite grants OptimizeRA a non-exclusive, non-transferable, non-assignable license to use Cegedim Dendrite's trademarks, as designated by Cegedim Dendrite, in connection with the marketing and distribution of the Cegedim Dendrite Services Any such use of such trademarks and the Cegedim Dendrite name by OptimizeRe shall be subject to Cegedim Dendrite's then current trademark policies and procedures that have been provided in advance., All rights in such trademarks and the Cegedim Dendrite name shall remain at all times the sole property of Cegedim Dendrite and all use of such trademarks and the Cegedim Dendrite name shall inure to the benefit of Cegedim Dendrite OptimizeRx shall provide Cegedim Dendrite, on at least a semi-annual basis upon Cegedim Dendrite's request, with samples of all collateral, literature, packages, labels and labeling prepared by OptimizeRx which use or incorporate Cegedim Dendrite's trademarks or name If' Cegedim Dendrite notifies OptimizeRx that the use of a trademark or the Cegedim Dendrite name is inappropriate, OptimizeRx will cease publishing or otherwise disseminating the advertisement or promotional material until they have been modified to Cegedim Dendrite's satisfaction.

5. Cegedim Dendrite Responsibilities. Subject to the terms and conditions of this Agreement, Cegedim Dendrite shall:

   a. Provide to OptimizeRx, to the extent available, marketing and sales materials such as brochures, descriptions and manuals relating to the Cegedim Dendrite Services.

   b. Provide the Cegedim Dendrite Services to OptimizeRx's customer on behalf of OptimizeRx at the rates set forth under Exhibit A to this Schedule D.

6. OptimizeRx Responsibilities. Subject to the terms and conditions of this Agreement, OptimizeRx shall:

   a. Actively market the Cegedim Dendrite Services to Potential Customers in the United States at its sole cost and expense except as expressly stated herein or separately agreed between the parties.

   b. Promptly notify Cegedim Dendrite of the execution of an OFFERx Agreement by completing the Order Form attached hereto as Exhibit B to this Schedule D.

c. Pay all fees to Cegedim Dendrite for the Cegedim Dendrite Services provided to any customer in accordance with the payment terms set forth under Exhibit A to this Schedule D.

d. Guarantee compliance with the terms set forth under Exhibit C to this Schedule D by a customer.

e. Be liable for any breach of the terms set forth under Exhibit C to this Schedule D by a customer.

f. Furnish Cegedim Dendrite with sufficient customer information in a Cegedim Dendrite approved format so that Cegedim Dendrite will be able to render the Cegedim Dendrite Services contemplated by this Agreement.

g. Assume all liability for payment of all redemptions to pharmacy providers relating to the Programs and agree at all times to make available sufficient funds to honor all claims made under the Programs.

h. Obtain Cegedim Dendrite's approval as to the form and content of the card and/or program media used under the Program prior to (i) distribution of such card and/or program media and (ii) commencement of any Program.

i. Obtain Cegedim Dendrite approval to the business rules relating to the Program prior to commencement of the Program.

j. Deliver to Cegedim Dendrite, no less than 30 days prior to Program roll out, the approved card image (front and back) to be distributed as part of Cegedim Dendrite's announcement of the Program.

k. Ensure that all cards issued through the Program are branded on the front of the card with the OPTIMIZERx and branded product logo as well as the OPUS Health logo and if the Program media is one sided (i.e., printed from the Internet), the phrase, "Powered by Cegedim Dendrite" logo must be included within the materials.

7. Bank Account. OptimizeRx shall comply with the following provisions relating to the redemption bank account:

a. Cegedim Dendrite shall establish and maintain an interest bearing account at any bank it chooses to be used in connection with the Programs (the "Program Account"). All sums advanced to Cegedim Dendrite by OptimizeRx and deposited into the Program Account shall be utilized for rebates to an eligible patient under the Program. All funds deposited into the Program Account shall be segregated from and not-commingled with any operating funds or any other funds or accounts with respect to which Cegedim Dendrite controls, provided however, that Cegedim Dendrite may utilize the Program Account for any and all of the Nog-tams.

b. In addition to all other compensation due Cegedim Dendrite under this Agreement, all interest accrued under the Program Account shall be deemed earned by Cegedim Dendrite. Cegedim Dendrite shall be entitled to withdraw such interest from the Program Account for its own benefit, from time to time, at Cegedim Dendrite's sole discretion.. Cegedim Dendrite agrees to pay all applicable income taxes with respect to such interest.

c. Within three (3) business days of the execution of a OFFERx Agreement, OptimizeRx shall deposit into the Program Account, via wire transfer, an amount to be agreed upon in writing by the parties (the "Program Funds") In the event that the amount of Program Funds fall below the amount necessary to fulfill rebates, prospectively, for sixty (60) days for all the Programs then existing under an applicable OFFERx Agreement (the "Minimum Deposit"), OptimizeRx agrees to immediately deposit via wire transfer to the Program Account the additional funds necessary to meet the Minimum Deposit.

d. During the course of the Programs, Reseller agrees to fund the Program Account with funds equivalent to the total aggregate possible redemptions that may be submitted under all the existing Programs.

e. With respect to checks drawn on the Program Account which are not cashed, Cegedim Dendrite agrees to make reasonable efforts to comply with New York State's Abandoned Property Law, Article 13, Section 1315, "Miscellaneous unclaimed property".

f. Upon termination or expiration of this Agreement, subject to Cegedim Dendrite's obligations pursuant to subsection (e) above, Cegedim Dendrite shall remit to OptimizeRX via wire transfer all funds deposited by OptimizeRx into the Program Account that are not required to honor anticipated redemption claims pursuant to the Programs.

g. OptimizeRx is solely responsible to pay all coupon redemptions under the Programs and to fund the Program Account. Cegedim Dendrite shall have no liability with respect thereto.

8. Limitation of Liability and Indemnification.

a. In no event shall Cegedim Dendrite be liable under any circumstances for special, indirect, punitive or consequential damages of any nature whatsoever (whether arising out of contract, strict liability, or otherwise), including, without limitation, any lost revenues or profits of OptimizeRx or customer, resulting from or arising out of a breach of any warranty to OptimizeRx, whether or not OptimizeRx has been advised of the possibility of such damages.

b. Notwithstanding anything in this Agreement to the contrary, the parties agree that Cegedim Dendrite's aggregate liability under this Agreement shall not exceed, under any circumstances, the aggregate amount of Fees (defined below) paid to Cegedim Dendrite pursuant to this Agreement during the preceding twelve (12) month period.

9. Payment Terms. Cegedim Dendrite will invoice OptimizeRx monthly for the Cegedim Dendrite Services rendered to a customer of OptimizeRx at the rates set forth under the attached Exhibit A (the "Fees"). OptimizeRx agrees to pay Cegedim Dendrite such invoiced Fees within thirty (30) days of the date of the invoices (the "Payment Period"), to a bank account designated by Cegedim Dendrite, In the event that any amount due hereunder is not received by Cegedim Dendrite within the Payment Period, the delinquent payments shall bear interest at the rate of one and a half percent (15%) per month from the end of the Payment Period.

10. Audit. OptimizeRx agrees to keep in the ordinary course of its business such written or computerized books, records and other accounts as are reasonable and customary, to describe and account for the fees and payment terms hereunder and compliance with the other provisions of this Agreement (the "Records"). Cegedim Dendrite or its designated auditor or accountant (under duties of confidentiality with OptimizeRx) may audit the Records on an annual basis, during regular business hours and on a mutually agreeable date upon at least fourteen (14) business days notice, at such reasonable time, place and manner as the parties shall agree, for the purpose of determining whether OptimizeRx is performing in accordance with this Agreement and accurately reporting and paying fees and payments to Cegedim Dendrite If any such audit discloses any shortfall in payment of fees and payments due hereunder, OptimizeRx will immediately pay the shortfall to Cegedim Dendrite. If any such audit discloses any shortfall in payment of fees and payments hereunder of more than 10% of any amount due in any reporting period (which shall be a period of one year from the effective date and each anniversary thereof), OptimizeRx shall immediately pay the shortfall in fees and payments to Cegedim Dendrite and will pay, net thirty (30) days from Cegedim Dendrite's invoice, all reasonable direct, out-of-pocket costs incurred by Cegedim Dendrite in connection with the audit.

11. Termination. If the Agreement is terminated, no additional Cegedim Dendrite Services shall be provided under this Agreement to a customer. Notwithstanding the above and subject to OptimizeRx remaining in compliance with the terms of this Agreement and the OFFERx Agreement, including but not limited to each being current in payment of all amounts due thereunder, OptimizeRx with a then effective OFFERx Agreement in progress covered thereunder may continue to use and receive the Cegedim Dendrite Services upon the terms set forth in its OFFERx Agreement but only during the then remaining term set forth in the OFFERx Agreement and only for the then current program covered thereunder at the time of termination of this Agreement (and not for any extensions, renewals or amendments thereto).

Exhibit A
to Schedule D

Cegedim Dendrite Services and Fees

Program Setup	$3,000		
Per Program Monthly Mgmt/Reporting	$1,250		(or can be paid by larger percentage of acquisition fee per patient)
Per Claim Charge	$1.64		
Includes Check writing			
Includes Pharmacy Check Postage			
Does not include physician append	$0.25		
SOC (Business rules change charge)	$850		
Post Program Reporting (final reconciliation report)	$1,250		
All of the various OfferRx programs will pay on one OfferRx branded check to each pharmacy per program			
The money for OfferRx for the purpose of reimbursement of the pharmacies will be comingled			
Each Pharma will have a report for program funding and utilization for the program			
There will be no paper claims processed under this program			
Above Pricing is For Web Printed Coupons/Vouchers			
For Copay/Voucher Mailed To Patient			
Pre Printed Quantity of OfferRx Cards / Backs	Custom Quote by Cegedim Dendrite		
Mailed Card on/in 8.5/11 inch OfferRx backing	Custom Quote by Cegedim Dendrite	(incl mail and postage)	
For DebitRx			
OfferRx Branded DebitRx Setup	$2,500		
Pre Printed Qty of OfferRx DebitRx Cards / Backs	Custom Quote by Cegedim Dendrite		
Mailed Card on 8.5/11 inch OfferRx backing	Custom Quote by Cegedim Dendrite	(incl mail and postage)	
inserts quoted additionally	Custom quote by Cegedim Dendrite		

The pricing listed herein is the expected pricing in the marketplace The OPUS Health Services must be sold as a component of the OFFERx Solution to OptimizeRx's clients.

Optional LPD Services and Fees

	Quantity	Unit Price	Total	Comments
Data Analytics- Initial Analysis Report	1	$24,800 00	$24,800 00	Includes initial segmentation
Data Analytics- Ongoing Reports	1	$8,200.00	$8,200.00	Additional report feePrice per monthly report
Data Analytics- ROI Analysis	1	$11,800.00	$11,800.00	One-time analysis
Data Analytics- Source Data	1	TBD	TBD	Pass -through data fees Data selection will be based on market basket of client. Cegedim Dendrite to provide this quote. Subject to change once product specific information is provided.
Total	1			**Total will vary for each client depending on the type and quantity of products provided**

Exhibit B
to Schedule D
F orm for Cegedim Dendrite Services

[What information do we need to perform the Opus Health Services for an OFFERx Program?]

To Be Provided

Exhibit C
to Schedule D

OFFERx Agreement Additional Terms

1. Capitalized terms used under this Exhibit C shall have the meanings set forth under the Partnership Agreement between OptimizeRx and Cegedim Dendrite (the "Agreement") unless otherwise defined hereunder.

2. Customer is only granted a non-exclusive, non-transferable right to use the Cegedim Dendrite Services for its Program and the Customer is prohibited from using such Cegedim Dendrite Set vices for development purposes or otherwise outside the scope of the Agreement. "Customer" shall mean the customer purchasing the OfferRx Solution from OptimizeRx.

3. Cegedim Dendrite shall not be responsible for any indirect, incidental, special and consequential damages.

4. Customer agrees to maintain in confidence all information of Cegedim Dendrite it receives or observes pursuant to the OFFERx Agreement between OptimizeRx and itself with at least the same degree of care with which it protects its own similar confrdential information.

5. OptimizeRx shall have the right to conduct andlor direct an independent accounting firm to conduct, during normal business hours, an audit of the appropriate records of the Customer to verify compliance with the OFFERx Agreement.

6. Cegedim Dendrite's liability shall be limited at least to the extent provided in the Agreement.

7. Cegedim Dendrite does not extend any warranty, whatsoever, to any Customer, and OptimizeRx's warranties, if any, to its Customers, shall in no event extend beyond the warranties provided by Cegedim Dendrite to OptimizeRx for the Cegedim Dendt ite Services.

Schedule E

Commissions

1. Referral Commission Table *

Referring Party	Referral Commission
OptimizeRx	Subject to the terms of this Agreement, Cegedim Dendrite shall pay to OptimizeRx a commission of one percent (1 %) of the actual revenue it receives under its customer agreement with the Customer Lead. The commission shall be paid on the actual revenue received by Cegedim Dendrite during the initial term of the agreement or the first year of the agreement, whichever is less. No commission shall be paid on any extension or renewal of the agreement.
Cegedim Dendrite	Subject to the terms of this Agreement, OptimizeRx shall pay to Cegedim Dendrite a commission of fifteen (15%) of the actual revenue it receives under its customer agreement with the Customer Lead. The commission shall be paid on the actual revenue received by OptimizeRx during the initial term of the agreement or the first year of the agreement, whichever is less. No commission shall be paid on any extension or renewal of the agreement.

2. OFFERx Referral Commission Table *

Referring Party	OFFERx Referral Commission	OFFERx Referral Commission (Analytics Reports sold under OFF ERx Agreement)
OptimizeRx	Subject to the terms of this Agreement, Cegedim Dendrite shall pay to OptimizeRx a commission on actual revenue it receives as a result of an OFFERx Agreement as set forth under the table 2 1 below,. The commission shall be paid on the actual revenue received by Cegedim Dendrite during the initial term or the first year of the OFFERx Agreement, whichever is less No commission shall be paid on any extension or renewal of the OFF ERx Agreement.	Subject to the terms of this Agreement, Cegedim Dendrite shall pay to OptimizeRx a five percent (5%) commission on actual revenue it receives from the sale of Analytics Reports under an OFFERx Agreement The commission shall be paid on the actual revenue received by Cegedim Dendrite for the Analytics Reports during the initial term or the first year of the OFFERx Agreement, whichever is less. No commission shall be paid on any extension or renewal of the OFFERx Agreement.
Cegedim Dendrite	Subject to the terms of this Agreement, OptimizeRx shall pay to Cegedim Dendrite a $50000 sales performance incentive fee plus fifteen percent (15%) commission to Cegedim Dendrite on actual revenue OptimizeRx receives from the sale of the OFF ERx Product under an OFFERx Agreement, not including revenue from the Opus Health Services. The commission shall be paid on the actual revenue received by OptimizeRx during the initial term or the fast year of the OFFERx Agreement, whichever is less No commission shall be paid on any extension or renewal of the OFFERx Agreement.	

2.1 Opus Health Services Commission Rate Table

Commission for the sale of the Opus Health Services in an OFFERx Agreement shall be calculated at the rates set forth below:

Fees for Opus Health Services	Commission Rate
Startup, Monthly ManagementandTransaction Reporting Fees	Cegedim Dendrite shall pay a commission of ten percent (10%) on the revenue received for these services.
Transaction Fees, excluding Debit	Cegedim Dendrite shall pay a commission of five percent (5%) on the revenue received for these services.
Debit fees	Commission on these fees shall be negotiated on a per deal basis.

* Neither a Referral Commission not an OFFERx Referral Commission shall be paid to OptimizeRx on pass-through revenue, including, but not limited to, postage, pharmacy fees, and patient reimbursement fees. Pass-through revenue shall not be included within any calculation of a Referral Commission or OFFERx Referral Commission paid to OptimizeRx under this Agreement. There is no mark-up on postage, pharmacy fees or reimbursement fees.

EXHIBIT 10.9

OPTIMIZER$_x$ | S&H

September 30, 2008

RE: Letter of Intent
OPTIMIZERx Corporation–S&H Digital Partnership

OPTIMIZERx Corporation and S&H Digital, a division of Sudler & Hennessey, agree to partner to launch and co-promote OPTIMIZERx Corporation's proprietary ADHER$_x$E ™ platform to existing and prospective clients seeking to expand access and adherence to their prescription and healthcare products. Terms and conditions of this Letter of Intent include:

- This Letter of Intent serves as an Interim Agreement and Contract between OPTIMIZERx and S&H Digital, and the conditions set forth in this Letter of Intent will form the basis for any subsequent agreement or contract.
- S&H Digital agrees to collaborate in providing creative and marketing support and collateral approved by OPTIMIZERx to successfully launch ADHER$_x$E ™.
- S&H Digital will be the exclusive healthcare agency partner regarding the marketing and deployment of OPTIMIZERx Corporation's proprietary ADHER$_x$E ™ platform. Exclusivity will not apply if and when an ADHER$_x$E ™ client chooses to use an agency that already has a relationship with the client's company or brand.
- S&H Digital agrees to set up internal training meeting(s) for all brand account and managed market teams located in Sudler & Hennessey's New York office; assign point person(s) on the S&H Digital staff; and establish a clear communication process to coordinate joint promotional activity to pharmaceutical and healthcare manufacturers.
- S&H Digital agrees to actively market ADHER$_x$E ™ to existing clients and prospects, providing those clients and prospects are deemed by Sudler & Hennessey to be appropriate.
- Sudler & Hennessey, on behalf of S&H Digital, agrees to issue a joint press release announcing the partnership/launch of ADHER$_x$E ™.
- For any direct billing of S&H Digital creative services, S&H Digital agrees to include the services of OPTIMIZERx staff, resulting in fees equalling at least 10% of project billing, not including set-up or licensing fees that OPTIMIZERx charges the client for base software installation and/or configuration.

Licensing Fees:

- OPTIMIZERx agrees to license the marketing and use of ADHER$_x$E™ and its proprietary system to S&H Digital for a set rate of $85,000 per basic program. This will include implementation of all hosting, and management of ADHER$_x$E™ program for each client, and is referenced as "Base Licensing Fee."
- The Base Licensing Fee is required for each individual deployment of the ADHER$_x$E™ platform. However, if a client chooses to deploy the program across one or more additional brands within the client company's brand portfolio, OPTIMIZERx may, at its discretion, reduce the cost of the additional deployment(s).
- The Base Licensing Fee will be a one-time fee and will not require renewal for the duration of the specific ADHER$_x$E™ deployment and client engagement.
- The Base Licensing Fee will be a direct pass-through Out Of Pocket cost to the client for each deployment. This OOP cost will be invoiced to the client through the Sudler & Hennessey invoicing system; OPTIMIZERx will invoice Sudler & Hennessey and will be paid directly by Sudler & Herinossey.
- Additional costs for customized or developed components, if any, will be charged at a preferred hourly rate by OPTIMIZERx and will not exceed $100 per hour. Such additional costs will be passed on to the client as either an Out Of Pocket cost or as part of the S&H Digital fee structure for the project.
- Any and all OOP fees from OPTIMIZERx passed through to the client will be subject to collection of the payable by Sudler & Hennessey; the burden of non-payment by a bona fide client will be shared by OPTIMZERx and Sudler & Hennessey.

Term of Agreement:

- As stipulated above, this Letter of Intent serves as an interim Agreement and Contract between OPTIMIZERx and S&H Digital, and the conditions set forth in this Letter of Intent will form the basis for any subsequent agreement or contract.
- The terms and conditions outlined in this Letter of Intent will be in effect for a three year period that starts on the signature date of this document, or until a subsequent Agreement or Contract is signed between the parties
- The partnership is renewable on the three-year anniversary of this Letter of Intent, or any subsequent Agreement or Contract, by mutual consent of the parties. This Letter of Intent or any subsequent Agreement may be voided by either party, without recourse, if a material violation of any of the stipulated conditions occurs.

Other Considerations:

- It is agreed that Sudler & Hennessey shall have "Right of First Refusal" if, at any time during the term of this Letter of Intent of subsequent Agreement, OPTIMIZERx Corporation elects to sell all or any part of the OPTIMIZERx Corporation to an outside party. Right of First

Refusal, for the purposes of this Letter of Intent of subsequent Agreement, includes the right to match any offer to purchase all or any portion of OPTIMIZERx Corporation that is received from an outside party during the term of this agreement.

- Sudler & Hennessey shall be required to exercise Right of First Refusal by providing a written response indicating intent to enter negotiations with OPTIMIZERx. Such written response is required within thirty (30) days of notification from OPTIMIZERx Corporation that such an offer has been made, providing sufficient details of the offer are stipulated by OPTIMIZERx Corporation.

Agreed to by:

David Harrell
CEO, OPTIMIZERx Corp.
Date 9/30/08

Robert Palmer
Managing Partner, Sudler & Hennessey
Date 9/30/2008

EXHIBIT 21.1

Subsidiaries

- OptimizeRx Corporation, a Michigan corporation, is a subsidiary of OptimizeRx Corporation, a Nevada corporation.

EXHIBIT 23.1

Maddox Ungar Silberstein, PLLC CPAs and Business Advisors

Phone (248) 203-0080
Fax (248) 281-0940
30600 Telegraph Road, Suite 2175
Bingham Farms, MI 48025-4586
www.maddoxungar.com

November 10, 2008

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Board of Directors
OptimizeRx Corporation
Rochester, MI

To Whom It May Concern:

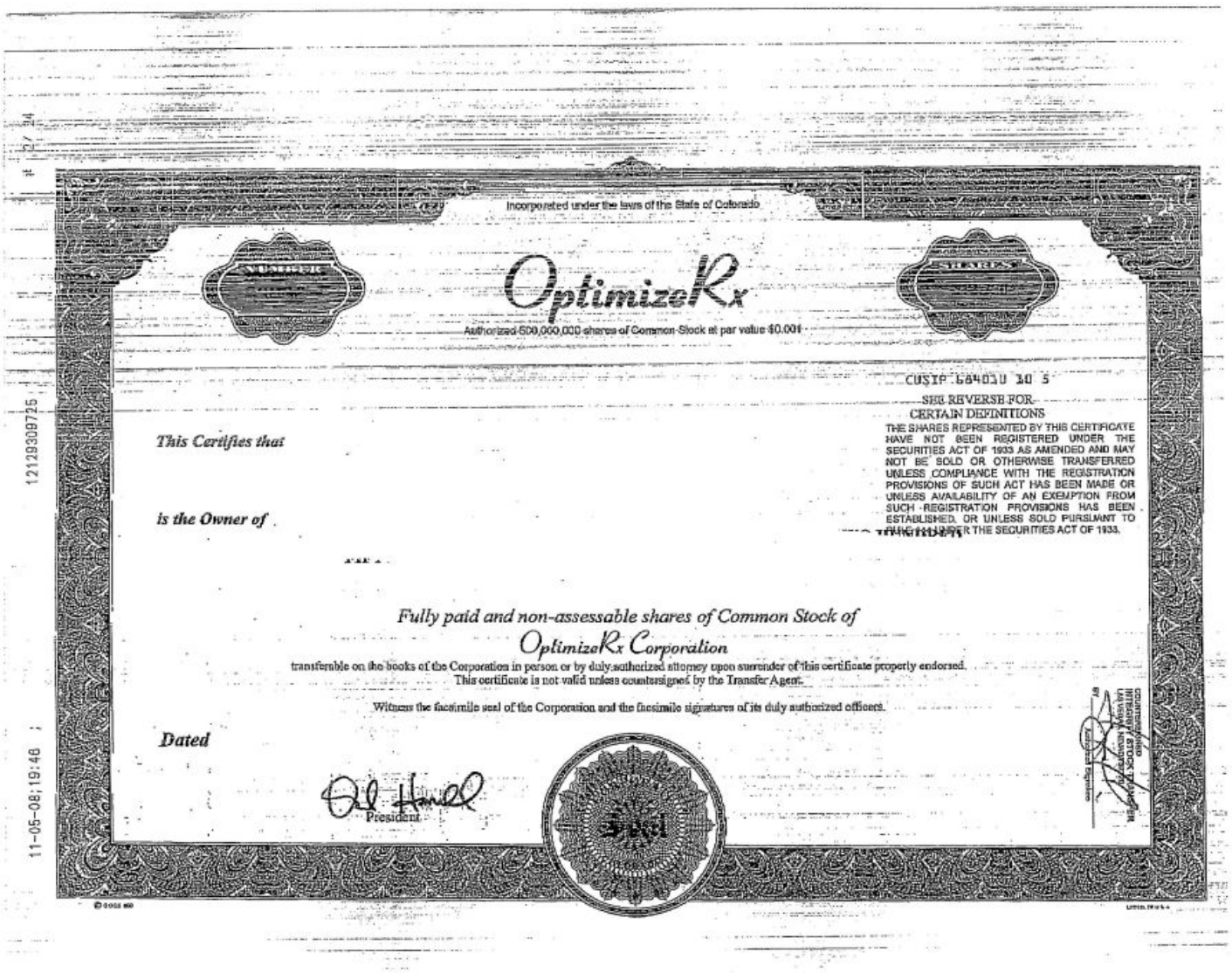
Maddox Ungar Silberstein, PLLC hereby consents to the use in the Form S-1, Registration Statement under the Securities Act of 1933, filed by OptimizeRx Corporation of our report dated November 7, 2008, relating to the consolidated financial statements of OptimizeRx Corporation, a Nevada Corporation, and its predecessor, Optimizer Systems, LLC, a Michigan Limited Liability Company, as of and for the periods ending December 31, 2007 and 2006, and the reference to us under the caption “Experts”.

Sincerely,

/s/ Maddox Ungar Silberstein, PLLC

Maddox Ungar Silberstein, PLLC

EXHIBIT 99.1



Incorporated under the laws of the State of Colorado

OptimizeRx

Authorized 500,000,000 shares of Common Stock at par value $0.001

CUSIP 684031 10 5

SEE REVERSE FOR CERTAIN DEFINITIONS

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 AS AMENDED AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED UNLESS COMPLIANCE WITH THE REGISTRATION PROVISIONS OF SUCH ACT HAS BEEN MADE OR UNLESS AVAILABILITY OF AN EXEMPTION FROM SUCH REGISTRATION PROVISIONS HAS BEEN ESTABLISHED, OR UNLESS SOLD PURSUANT TO [illegible] THE SECURITIES ACT OF 1933.

This Certifies that

is the Owner of

Fully paid and non-assessable shares of Common Stock of

OptimizeRx Corporation

transferable on the books of the Corporation in person or by duly authorized attorney upon surrender of this certificate properly endorsed.
This certificate is not valid unless countersigned by the Transfer Agent.

Witness the facsimile seal of the Corporation and the facsimile signatures of its duly authorized officers.

Dated

President

COUNTERSIGNED AND REGISTERED: [illegible] TRANSFER AGENT AND REGISTRAR

Authorized Signature

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