UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 10-Q

☒ Quarterly Report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the quarterly period ended **March 31, 2016**

☐ Transition Report pursuant to 13 or 15(d) of the Securities Exchange Act of 1934

For the transition period from _____ to _____

Commission File Number: **000-53605**

OptimizeRx Corporation
(Exact name of registrant as specified in its charter)

Nevada	**26-1265381**
(State or other jurisdiction of incorporation or organization)	(IRS Employer Identification No.)

400 Water Street, Suite 200
Rochester, MI, 48307
(Address of principal executive offices)

248-651-6568
(Registrant's telephone number)

_____
(Former name, former address and former fiscal year, if changed since last report)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days ☒ Yes ☐ No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 229.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company.

☐ Large accelerated filer
☐ Accelerated filer
☐ Non-accelerated filer
☒ Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

State the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date: 29,077,660 common shares as of April 30, 2016.

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PART I - FINANCIAL INFORMATION

Item 1. Financial Statements

Our consolidated financial statements included in this Form 10-Q are as follows:

These consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America for interim financial information and the SEC instructions to Form 10-Q. In the opinion of management, all adjustments considered necessary for a fair presentation have been included. Operating results for the interim period ended March 31, 2016 are not necessarily indicative of the results that can be expected for the full year.

OPTIMIZERx CORPORATION
CONDENSED CONSOLIDATED BALANCE SHEETS (UNAUDITED)
AS OF MARCH 31, 2016 AND DECEMBER 31, 2015

	March 31, 2016	December 31, 2015
ASSETS		
Current Assets		
Cash and cash equivalents	$ 7,548,261	$ 8,207,565
Accounts receivable	2,340,765	2,847,450
Prepaid expenses	54,555	70,623
Total Current Assets	9,943,581	11,125,638
Property and equipment, net	23,076	10,239
Other Assets		
Patent rights, net	817,239	832,884
Web development costs, net	308,812	340,470
Security deposit	5,049	5,049
Total Other Assets	1,131,100	1,178,403
TOTAL ASSETS	$ 11,097,757	$ 12,314,280
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current Liabilities		
Accounts payable - trade	$ 195,076	$ 212,191
Accounts payable - related party	-	570,000
Accrued expenses	8,090	6,983
Revenue share payable	1,502,816	2,355,608
Deferred revenue	845,226	227,002
Total Liabilities	2,551,208	3,371,784
Stockholders' Equity		
Common stock, $.001 par value, 500,000,000 shares authorized, 29,043,425 and 29,030,925 shares issued and outstanding, respectively	29,043	29,031
Preferred stock, $.001 par value, 10,000,000 shares authorized, 0 and 65 shares issued and outstanding, respectively	-	-
Stock warrants	2,294,416	2,329,508
Additional paid-in-capital	32,631,226	32,185,499
Stock payable	663,670	1,132,148
Deferred stock compensation	-	(13,800)
Accumulated deficit	(27,071,806)	(26,719,890)
Total Stockholders' Equity	8,546,549	8,942,496
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$ 11,097,757	$ 12,314,280

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

OPTIMIZERx CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS (UNAUDITED)
FOR THE THREE MONTHS ENDED MARCH 31, 2016 AND 2015

	For the Three Months Ended March 31	
	2016	2015
NET REVENUE	$ 1,759,528	$ 1,487,553
COST OF SALES	892,793	756,440
GROSS MARGIN	866,735	731,113
OPERATING EXPENSES	1,228,564	842,610
LOSS FROM OPERATIONS	(361,829)	(111,497)
OTHER INCOME (EXPENSE)		
Interest income	10,076	296
Interest Expense	(163)	-
TOTAL OTHER INCOME (EXPENSE)	9,913	296
LOSS BEFORE PROVISION FOR INCOME TAXES	(351,916)	(111,201)
PROVISION FOR INCOME TAXES	-	-
NET LOSS	$ (351,916)	$ (111,201)
WEIGHTED AVERAGE SHARES OUTSTANDING		
BASIC AND DILUTED	29,030,925	22,897,819
NET LOSS PER SHARE		
BASIC AND DILUTED	$ (0.01)	$ (0.00)

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

OPTIMIZERx CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (UNAUDITED)
FOR THE THREE MONTHS ENDED MARCH 31, 2016 AND 2015

	For the three months Ended March 31	
	2016	2015
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net loss for the period	$ (351,916)	$ (111,201)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:		
Depreciation and amortization	50,268	79,668
Stock and options issued for services	106,384	79,591
Changes in:		
Accounts receivable	506,685	286,840
Prepaid expenses	16,068	(10,206)
Accounts payable	(380,115)	(37,241)
Revenue share payable	(852,792)	(339,459)
Accrued expenses	1,107	5,392
Deferred revenue	618,224	133,308
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES	(286,087)	86,692
CASH FLOWS FROM INVESTING ACTIVITIES:		
Patent rights	(1,295)	(3,042)
Equipment	(14,507)	-
Website site development costs	-	(19,800)
NET CASH USED IN INVESTING ACTIVITIES	(15,802)	(22,842)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Repurchase of common stock payable	(357,415)	-
NET CASH USED IN FINANCING ACTIVITIES	(357,415)	-
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(659,304)	63,850
CASH AND CASH EQUIVALENTS - BEGINNING OF PERIOD	8,207,565	3,446,973
CASH AND CASH EQUIVALENTS - END OF PERIOD	$ 7,548,261	$ 3,510,823
SUPPLEMENTAL CASH FLOW INFORMATION:		
Cash paid for interest	$ 163	$ -
Cash paid for income taxes	$ -	$ -

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

OPTIMIZERx CORPORATION
NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)
MARCH 31, 2016

NOTE 1 – NATURE OF BUSINESS AND BASIS OF PRESENTATION

We are a technology solution company focused on the health care industry. Our objective is to bring better access to better care by leveraging our proprietary technology to provide on demand savings and clinical messaging within physicians' and patients' web based platforms, including Electronic Health Records, e-prescribing platforms, pharmacies and Patient Portals. Initially defined as a marketing and advertising company through its consumer website, OptimizeRx.com, we have matured as a technology solutions provider through our direct to physician solutions, which allows physicians to automatically display and distribute sample vouchers and/or co-pay coupons electronically within the ePrescription platform to pharmacies on behalf of their patients. The OptimizeRx solution is integrated into the ePrescribing or Electronic Medical Records applications, but can also be accessed on their mobile device as well as an application on a prescriber's desktop.

Our solutions provide health care institutions with an alternative option to the traditional inefficiencies and issues associated with storing and managing physical drug samples and pre-printed coupons and provides better access and affordability to patients to improve affordability, adherence, education and outcomes. In turn, we provide pharmaceutical manufacturers with both direct to consumer and direct to physician channels for more efficiently communicating and promoting their products and savings with a method of transparent return on investment.

The consolidated financial statements for the three month periods ended March 31, 2016 and 2015 have been prepared by us without audit pursuant to the rules and regulations of the U.S. Securities and Exchange Commission. In the opinion of management, all adjustments necessary to present fairly our financial position, results of operations, and cash flows as of March 31, 2016 and 2015, and for the periods then ended, have been made. Those adjustments consist of normal and recurring adjustments. The consolidated balance sheet as of December 31, 2015, has been derived from the audited consolidated balance sheet as of that date.

Certain information and note disclosures normally included in our annual financial statements prepared in accordance with generally accepted accounting principles have been condensed or omitted. These consolidated financial statements should be read in conjunction with a reading of the financial statements and notes thereto included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2015, as filed with the U.S. Securities and Exchange Commission.

The results of operations for the three month period ended March 31, 2016, are not necessarily indicative of the results to be expected for the full year. Certain reclassifications have been made in the prior period's consolidated financial statements to conform to the current period's presentation.

NOTE 2 – STOCKHOLDERS EQUITY

As described in greater detail in Note 4, related party transactions, in February 2016, we made a one-time payment of $720,415 to our previous CEO in lieu of issuing shares owed to him from prior years. A portion of this payment, $357,415, was for 295,384 shares of common stock reflected in stock payable at December 31, 2015.

In March 2016, we issued 12,500 shares of common stock to Independent Directors in connection with our Director Compensation plan which calls for issuance of 6,250 shares per quarter to each Independent Director. These shares were valued at $13,125. In January 2015, we issued 12,500 shares of common stock to our Independent Directors in connection with the same compensation plan. Those shares were recorded as stock payable at December 31, 2014. In addition, we recorded an additional 12,500 shares, valued at $16,375 as stock payable at March 31, 2015 for shares to be issued in April 2015.

In February 2015, we entered into a capital markets advisory agreement covering a one year period, which calls for 90,000 shares of common stock to be issued as compensation. These shares were valued at $112,500 and are being amortized to expense over the period of service. Of these shares, 45,000 were issued in March 2015, and the balance were issued in August 2015.

NOTE 3 – SHARE BASED PAYMENTS – OPTIONS

We use the fair value method to account for stock based compensation. We recorded $79,459 and $53,841 in compensation expense in the periods ended March 31, 2016 and 2015, respectively, related to options issued under our stock-based incentive compensation plan. This includes expense related to options issued in prior years for which the requisite service period for those options includes the current year as well as options issued in the current year. The fair value of these instruments was calculated using the Black-Scholes option pricing model. Information related to the assumptions used in this model is set forth in our Annual Report on Form 10-K for the fiscal year ended December 31, 2015.

NOTE 4 – RELATED PARTY TRANSACTIONS

In February 2016, after hiring a new CEO, we paid our previous CEO $720,415 in lieu of issuing him 595,384 shares of common stock based on the 50 day average price of $1.21 per share. A total of 295,384 of these shares were due as a result of previously granted stock awards in 2014 and 2015, for which shares had not yet been issued. These shares were recorded as stock payable on the balance sheet at December 31, 2015. The remaining 300,000 shares were due in connection with the purchase of a patent from the previous CEO in 2010. These shares were recorded as accounts payable – related party on the balance sheet at December 31, 2015. The difference between the value the shares were initially recorded at in 2010 and the amount they were redeemed at in 2016 was recorded as additional paid in capital.

Also, in April 2016, we and the previous CEO entered into a separation agreement and an 18 month consulting agreement, both of which we recently disclosed in a Form 8-K that we filed with the U.S. Securities and Exchange Commission. The consulting agreement set forth the terms of the previous CEO's continued relationship with our company. He remained our employee through March 31, 2016 and the consulting agreement began April 1, 2016. Under the terms of the consulting agreement, he will receive a monthly payment of $15,000, with the potential for up to $54,000 in additional bonus payments during the term of the agreement. This agreement also calls for total payments of $12,425 related to insurance benefits. The separation agreement and consulting agreement replace and supersede all previously disclosed payments related to his severance and board fees.

NOTE 5 – CONTINGENCIES

Litigation

The company is currently involved in the following legal proceedings.

In September, 2014, we initiated litigation against Shadron Stastney, our CEO from January to December 2013, in the U.S. District Court in the Eastern District of Michigan as a result of a dispute related to his separation agreement. Mr. Stastney alleged damages related to the non-registration of shares that he was granted as part of his separation agreement signed in September 2013. Under the terms of the contract we are not obligated to register the shares and we deny any obligation to do so. We have requested declarative relief from the court and also requested an injunction from the court preventing Mr. Stastney from continuing to pursue his claims. Mr. Stastney has filed a counterclaim requesting damages of $450,000 related to the non-registration of his shares. The parties are currently in the discovery process and a dispositive motion has been filed by Mr. Stastney. We are in the process of preparing our response to the motion.

NOTE 5 – CONTINGENCIES (continued)

In March, 2015, we initiated litigation against LDM Group, LLC and PDR Network, LLC in the U.S. District Court in the Eastern District of Missouri related to the breach by LDM, and PDR as successor, of the settlement agreement signed February 28, 2014 related to previous litigation with LDM. LDM has failed to live up to its obligations under the settlement agreement including, but not limited to, not allowing us to distribute our eCoupon programs in the LDM network, not allowing us to distribute the LDM patient education programs, and not providing other information required under the settlement agreement. We are seeking enforcement of the settlement agreement and we are seeking damages in an amount at least equal to the amounts paid to date to LDM under the settlement agreement, which is in excess of $1.0 million, as well as damages for lost income and business value as a result of LDM's breach of the agreement.

In March, 2015, we also initiated litigation against PDR Network, LLC in the U.S. District Court in the District of New Jersey as a result of PDR's breach of the Master Services Agreement between the parties requiring PDR to exclusively use our eCoupon solution. We assert that PDR's acquisition of LDM and the use of the LDM network to distribute coupons by PDR violates the agreement between the parties and we are seeking damages in an amount at least equal the amounts paid to date by us to LDM under the settlement agreement, which is in excess of $1.0 million, as well as damages for lost income and business value as a result of PDR's actions.

In May, 2015, we filed an amended complaint in the Missouri case to consolidate the two cases and withdrew the case against PDR Networks in the U.S. District Court in the District of New Jersey, without prejudice. In July, 2015, the U.S. District Court for the Eastern District of Missouri dismissed the case, citing lack of Federal jurisdiction in the matter. We refiled the consolidated case against PDR Network and LDM group in State court in Missouri. The defendants have filed a motion to dismiss two of the four counts in the consolidated complaint. In January, 2016, the Court dismissed one of our four claims, but allowed the other three to continue forward. The parties are currently in the discovery process.

NOTE 6 – SUBSEQUENT EVENTS

In accordance with ASC 855-10, we have analyzed our operations subsequent to March 31, 2016 through the date these financial statements were issued and have determined that we do not have any material subsequent events to disclose in these financial statements other than the events described below.

In April 2016, we issued 34,235 shares of common stock in connection with the cashless exercise of an expiring option to purchase 100,000 shares of common stock previously granted to a consultant.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

Forward-Looking Statements

Certain statements, other than purely historical information, including estimates, projections, statements relating to our business plans, objectives, and expected operating results, and the assumptions upon which those statements are based, are "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. These forward-looking statements generally are identified by the words "believes," "project," "expects," "anticipates," "estimates," "intends," "strategy," "plan," "may," "will," "would," "will be," "will continue," "will likely result," and similar expressions. We intend such forward-looking statements to be covered by the safe-harbor provisions for forward-looking statements contained in the Private Securities Litigation Reform Act of 1995, and are including this statement for purposes of complying with those safe-harbor provisions. Forward-looking statements are based on current expectations and assumptions that are subject to risks and uncertainties which may cause actual results to differ materially from the forward-looking statements. Our ability to predict results or the actual effect of future plans or strategies is inherently uncertain. Factors which could have a material adverse effect on our operations and future prospects on a consolidated basis include, but are not limited to: changes in economic conditions, legislative/regulatory changes, availability of capital, interest rates, competition, and generally accepted accounting principles. These risks and uncertainties should also be considered in evaluating forward-looking statements and undue reliance should not be placed on such statements. We undertake no obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise. Further information concerning our business, including additional factors that could materially affect our financial results, is included herein and in our other filings with the SEC.

Overview

Company Highlights through April, 2016

1) Our sales for the first three months of 2016 were approximately $1.76 million, an 18% increase over the same period in 2015.

2) We hired an experienced Senior Vice President of Business Development to lead the expansion of our EHR network, as well as increase utilization of our existing network.

3) We hired a new CEO to lead the Company in its next stage of growth.

4) We sponsored the ePrescribe/EHR conference held in Philadelphia in March 2016, which generated significant leads for our sales force.

5) We completed an agreement with TrialCard to co-market our joint capabilities.

6) We implemented a CRM for our expanding direct sales team, multiple partnerships as well as EHR growth opportunities.

7) Our partnerships with WPP is starting to show promise with the addition of XX new brands in our pipeline.

8) We initiated a re-branding of our company to demonstrate our ability to bring financial and clinical messaging as well as brand support services, such as drug file integration and sale force training.

9) We completed a full technology review and have kicked off several efforts to drive revenue growth with additional services for our existing clients. We expect those to be completed by Q3 2016.

10) We announced our first partnership in the independent pharmacy space with RxWiki.

Our success in acquiring, integrating and expanding into new promotional EHR/eRx platforms continues to grow as well. We are actively engaged in discussions with several EHRs to integrate our technology into their platforms. We are also working extensively with our existing platforms to expand the reach of our eCoupon product to all of their providers, as well as increasing the utilization of the eCoupon functionality by their existing users.

With the growth of both our pharmaceutical products and our distribution network, we expect that our distribution of e-coupons will continue to increase over last year.

Results of Operations for the Three Months Ended March 31, 2016 and 2015

Revenues

Our total revenue reported for the three months ended March 31, 2016 was approximately $1.76 million, an increase of 18% over the approximately $1.49 million from the same period in 2015. These increased revenues result from both increased pharmaceutical brands being promoted and expanded distribution channels. We expect quarter over quarter revenue increases for the balance of 2016.

Cost of Sales

Our cost of sales, composed of revenue share expense, increased over the same period in 2015 as a result of the revenue increases. Our revenue share expense as a percentage of revenue remained relatively constant at approximately 51% in both periods. We expect this percentage to gradually decrease in future quarters as we implement new channels with lower revenue share percentages and as we update our existing agreements to share third party costs, with a goal of a decrease of at least 5%.

Operating Expenses

Operating expenses increased from approximately $850,000 for the three month period ended March 31, 2015 to approximately $1.23 million for the same period in 2016, an increase of approximately 46%. The detail by major category is reflected in the table below.

	Three months ended March 31	
	2016	2015
Salaries, Wages, & Benefits	$ 557,206	$ 395,199
Stock-based compensation	106,384	79,591
Professional Fees	179,278	73,420
Board Compensation	12,500	12,500
Investor Relations	28,019	25,962
Consultants	31,323	21,115
Advertising and Promotion	70,765	43,150
Depreciation and Amortization	50,268	79,668
Development and Maintenance	74,616	50,414
Office, Facility, and other	43,440	33,058
Travel	74,765	28,532
Total Operating Expense	$ 1,228,564	$ 842,610

The largest increases in operating expenses related to human resource costs and professional fees. Since the first quarter of 2015, we have hired a Vice President of Client Services, a Senior Vice President of Business Development, an additional Vice President of Sales, and a new CEO. The first quarter of 2016 includes an overlap period in the CEO position where our new CEO started in February and our previous CEO remained on the payroll until March 31. These new hires also resulted in increases in benefits, payroll taxes, and travel. Our professional fees increased significantly as a result of the litigation described in the footnotes to our financial statements. Both of our legal cases are in active periods and we expect to continue to incur significant costs related to the litigation.

We expect our overall operating expenses to continue to increase as we further implement our business plan and expand our operations.

Net Loss

Our net loss for the three months ended March 31, 2016 was approximately $350,000 as compared to a loss of approximately $110,000 during the same period in 2015. The reasons for specific components are discussed above. Overall, the increased margin resulting from the increased sales was offset by the increased operating expenses described above.

Liquidity and Capital Resources

As of March 31, 2016, we had total current assets of approximately $9.9 million, compared with current liabilities of approximately $2.6 million, resulting in working capital of approximately $7.3 million and a current ratio of approximately 3.8 to 1, similar to the working capital of approximately $7.8 million and current ratio of 3.3 to 1 at December 31, 2015.

Our cash flow for the quarter ended March 31, 2016 was negatively impacted by a one-time payment of $720,415 to our previous CEO in lieu of issuance of approximately 595,000 common shares due to him from prior years. This payment impacts two sections of the statement of cash flows. As discussed in more detail below, a portion of these shares were reflected in accounts payable and payment of that portion affects cash flow from operations. The remaining portion was reflected in stock payable in the equity section and payment affected cash used in financing activities.

Following is a table with summary data from the consolidated statement of cash flows for the quarter ended March 31, 2016, as presented and after removing the effect of this payment.

	As presented	Adjusted to remove effect of one-time payment
Net cash provided by (used in) operating activities	$ (286,087)	$ 76,913
Net cash used in investing activities	(15,802)	(15,802)
Net cash provided by (used in) financing activities	(357,415)	-
Net increase (decrease) in cash and cash equivalents	$ (659,304)	$ 61,111

Our operating activities used approximately $286,000 in cash flow during the three months ended March 31, 2016, compared with cash generated of approximately $86,000 in the same period in 2015. This decrease resulted from the payment of $363,000 to our previous CEO to extinguish the accounts payable related to the purchase of a patent from the CEO in 2010. Excluding that one-time payment, we would have had positive cash flow from operations of approximately $76,000.

We used approximately $16,000 in investing activities in the three months ended March 31, 2016 compared with approximately $23,000 in the same period in 2015. These investment activities relate to improvements implemented in our SampleMD website, equipment purchases, and expansion of our patent portfolio.

We used approximately $357,000 in financing activities by retiring stock payable due to our previous CEO. These shares were due as a result of previously granted stock awards in 2014 and 2015, for which shares had not yet been issued. These shares were recorded as stock payable on the balance sheet at December 31, 2015.

Off Balance Sheet Arrangements

As of March 31, 2016, there were no off balance sheet arrangements.

Critical Accounting Policies

In December 2001, the SEC requested that all registrants list their most "critical accounting polices" in the Management Discussion and Analysis. The SEC indicated that a "critical accounting policy" is one which is both important to the portrayal of a company's financial condition and results, and requires management's most difficult, subjective or complex judgments, often as a result of the need to make estimates about the effect of matters that are inherently uncertain. Our accounting policies are discussed in the footnotes to our financial statements included in our annual report on Form 10-K for the year ended December 31, 2015, however we consider our critical accounting policies to be those related to the amount of revenue to be billed, the timing of revenue recognition, calculation of revenue share expense, stock-based compensation, capitalization and related amortization of intangible assets, and impairment of assets.

Recently Issued Accounting Pronouncements

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.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

A smaller reporting company is not required to provide the information required by this Item.

Item 4. Controls and Procedures

We carried out an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) as of March 31, 2016. This evaluation was carried out under the supervision and with the participation of our Chief Executive Officer and our Chief Financial Officer. Based upon that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that, as of March 31, 2016, our disclosure controls and procedures are not completely effective due to the presence of material weaknesses in internal control over financial reporting.

A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the company's annual or interim financial statements will not be prevented or detected on a timely basis. Management has identified the following material weaknesses which have caused management to conclude that, as of March 31, 2016, our disclosure controls and procedures were not effective: (i) inadequate segregation of duties; (ii) inadequate communication channels from the Board of Directors to management; and (iii) inadequate information technology reporting systems to insure that accurate financial information is provided for accounting and financial reporting with respect to the requirements and application of both US GAAP and SEC guidelines.

Remediation Plan to Address the Material Weaknesses in Internal Control over Financial Reporting

As discussed in our Annual Report on Form 10-K we have taken steps to enhance and improve the design of our internal controls over financial reporting. We will continue to establish procedures to mitigate the segregation of duties issues, but it is not possible to completely remediate the issue without hiring additional personnel. We are continuing to upgrade and strengthen our technical systems to increase the reliability of information provided. We have hired a new CEO who plans to focus on improving our technical systems and controls. We also intend to establish procedures and have them in place by the third quarter of this year to insure that responsible members of management, or our SEC attorney, attend all Board meetings to insure information affecting the financial statements and financial statement disclosures is adequately disseminated.

PART II – OTHER INFORMATION

Item 1. Legal Proceedings

Aside from the following, we are not a party to any material pending legal proceeding. We are not aware of any pending legal proceeding to which any of our officers, directors, or any beneficial holders of 5% or more of our voting securities are adverse to us or have a material interest adverse to us. We successfully resolved two pieces of litigation during the quarter as described below.

In September, 2014, we initiated litigation against Shadron Stastney, our CEO from January 2013 to September 2013, in the U.S. District Court in the Eastern District of Michigan as a result of a dispute related to his separation agreement. Mr. Stastney alleged damages related to the non-registration of shares that he was granted as part of his separation agreement signed in September 2013. Under the terms of the contract we are not obligated to register the shares and we deny any obligation to do so. We have requested declarative relief from the court and also requested an injunction from the court preventing Mr. Stastney from continuing to pursue his claims. Mr. Stastney has filed a counterclaim requesting damages of $450,000 related to the nonregistration of his shares. The parties are currently in the discovery process and a dispositive motion has been filed by Mr. Stastney. We are in the process of preparing our response to the motion.

In March, 2015, we initiated litigation against LDM Group, LLC and PDR Network, LLC in the U.S. District Court in the Eastern District of Missouri related to the breach by LDM, and PDR as successor, of the settlement agreement signed February 28, 2014 related to previous litigation with LDM. LDM has failed to live up to its obligations under the settlement agreement including, but not limited to, not allowing us to distribute our eCoupon programs in the LDM network, not allowing us to distribute the LDM patient education programs, and not providing other information required under the settlement agreement. We are seeking enforcement of the settlement agreement and we are seeking damages in an amount at least equal to the amounts paid to date to LDM under the settlement agreement, which is in excess of $1.0 million, as well as damages for lost income and business value as a result of LDM's breach of the agreement.

In March, 2015, we also initiated litigation against PDR Network, LLC in the U.S. District Court in the District of New Jersey as a result of PDR's breach of the Master Services Agreement between the parties requiring PDR to exclusively use our eCoupon solution. We assert that PDR's acquisition of LDM and the use of the LDM network to distribute coupons by PDR violates the agreement between the parties and we are seeking damages in an amount at least equal the amounts paid to date by us to LDM under the settlement agreement, which is in excess of $1.0 million, as well as damages for lost income and business value as a result of PDR's actions.

In May, 2015, we filed an amended complaint in the Missouri case to consolidate the two cases and withdrew the case against PDR Networks in the U.S. District Court in the District of New Jersey, without prejudice. In July, 2015, the U.S. District Court for the Eastern District of Missouri dismissed the case, citing lack of Federal jurisdiction in the matter. We refiled the consolidated case against PDR Network and LDM group in State court in Missouri. The defendants have filed a motion to dismiss two of the four counts in the consolidated complaint. In January, 2016, the Court dismissed one of our four claims, but allowed the other three to continue forward. The parties are currently in the discovery process.

Item 1A: Risk Factors

See risk factors included in our Annual Report on form 10-K for 2015.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

In March 2016, we issued 12,500 shares of common stock to our independent directors in connection with our Director Compensation Plan.

In April 2016, we issued 34,235 shares of common stock in connection with the cashless exercise of an expiring option to purchase 100,000 shares of common stock previously granted to a consultant.

These securities were issued pursuant to Section 4(2) of the Securities Act and/or Rule 506 promulgated thereunder. The holders represented their intention to acquire the securities for investment only and not with a view towards distribution. The investors were given adequate information about us to make an informed investment decision. We did not engage in any general solicitation or advertising. We directed our transfer agent to issue the stock certificates with the appropriate restrictive legend affixed to the restricted stock.

Item 3. Defaults upon Senior Securities

None

Item 4. Mine Safety Disclosure

N/A

Item 5. Other Information

As previously reported in a Form 8-K filed on February 19, 2016 (the "February 8-K") with the Securities and Exchange Commission, our prior CEO, Mr. David Harrell, ended his employment with our company on March 31, 2016. We also reported the following in connection with his departure:

- Mr. Harrell will remain on as our non-executive Chairman and member of our Board of Directors where, in these roles, he will receive 125% of director's compensation;
- Mr. Harrell will provide management consulting over the next twelve (12) months on matters of corporate strategies, strategic partnerships, product development and marketing for consulting hours of up to one hundred (100) hours per month;
- Mr. Harrell will be entitled to severance pay for twenty four (24) months under his employment agreement; and
- Mr. Harrell will be entitled to an additional payout of $720,415 to retire shares due and owing to him, awarded in prior years, but not yet issued.

After we filed the February 8-K, we and Mr. Harrell decided to revise the terms of his departure with our company. The terms of this new arrangement are formally stated in a set of agreements discussed below. Moreover, these agreements supersede the prior arrangement we had with Mr. Harrell, which we disclosed in the February 8-K.

On May 9, 2016, we entered into a Separation Agreement and Release with Mr. Harrell that grants us a standard release of employment claims in consideration for, among other things, the stock payout of $720,415 to Mr. Harrell. The agreement permits Mr. Harrell to revoke the agreement for a period of seven days, which will lapse on May 16, 2016, at which time, if not revoked, the separation agreement will become effective.

On the same date, we entered into a Corporate Consulting Agreement with Mr. Harrell that sets forth the terms his continued relationship with our company. He will remain our employee through May 31, 2016 and the Corporate Consulting Agreement is effective as of June 1, 2016. Under the terms of this agreement, Mr. Harrell will consult for our company for a period of 16 months and he will receive a monthly payment of $15,000, with the potential for up to $54,000 in additional bonus payments during the term of the agreement. This agreement also calls for insurance benefits for seven months. Finally, the agreement contains a Consultant Confidentiality, Invention Assignment and Non-Compete Agreement that contains restrictive covenants that include a one year non-compete following the completion of Mr. Harrell's 18 months of consulting, and an inventions assignment clause during the term of his consulting relationship.

The foregoing description of the Separation Agreement and Release, the Corporate Consulting Agreement and the Consultant Confidentiality, Invention Assignment and Non-Compete Agreement does not purport to be complete and is qualified in its entirety by reference to the complete text of these agreements filed as Exhibits 10.1, 10.2 and 10.3, respectively hereto, and incorporated herein by reference.

Effective May 5, 2016, we have appointed Mr. William Febbo as a member of our Board of Directors.

The employment history for Mr. Febbo is provided for in our Annual Report on Form 10-K filed with the Securities and Exchange Commission on March 15, 2016 (the "Annual Report"), which is incorporated herein by reference.

There are no family relationships among any of our current or former directors or executive officers.

Our newly-appointed officer has not had any material direct or indirect interest in any of our transactions or proposed transactions over the last two years, except as described in our Annual Report and the February 8-K.

Effective May 5, 2016, Mr. Terry Hamilton resigned as a member of our Board of Directors. Mr. Hamilton's resignation as a Director with our company was not the result of any disagreements with us regarding operations, policies, accounting practices or otherwise, but rather to make room on the board for Mr. Febbo. Mr. Hamilton will remain on as our Vice President of Sales.

Item 6. Exhibits

Exhibit Number	Description of Exhibit
10.1**	Separation Agreement and Release, by and between OptimizeRx Corp. and David Harrell
10.2**	Corporate Consulting Agreement, by and between OptimizeRx Corp. and David Harrell
10.3**	Consultant Confidentiality, Invention Assignment and Non-Compete Agreement, by and between OptimizeRx Corp. and David Harrell
31.1	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1	Certification of Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101**	The following materials from the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2016 formatted in Extensible Business Reporting Language (XBRL).

**Provided herewith

SIGNATURES

In accordance with the requirements of the Securities and Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

OptimizeRx Corporation

Date: May 9, 2016

By: /s/ Will Febbo
Will Febbo
Title: **Chief Executive Officer,**
Principal Executive Officer, and Director

OptimizeRx Corporation

Date: May 9, 2016

By: /s/ Douglas P. Baker
Douglas P. Baker
Title: **Chief Financial Officer,**
Principal Financial Officer
and Principal Accounting Officer

Exhibits 10.1

SEPARATION AGREEMENT AND RELEASE

This Separation Agreement and Release ("Agreement") is made as of May 5, 2016, by and between David Harrell ("**Employee**") and OptimizeRx Corp., a Nevada corporation, and its wholly-owned subsidiary, OptimizeRx Corp., a Michigan corporation (collectively referred to herein as, the "**Company**"). Employee and the Company shall collectively be referred to herein as the "Parties", and each individually as a "Party."

RECITALS

WHEREAS, Employee was employed by the Company, among other positions, as its Chief Executive Officer;

WHEREAS, Employee ceased to be Chief Executive Officer or any other officer of the Company as of March 31, 2016;

WHEREAS, Employee will cease to be an employee of the Company, effective May 31, 2016 (the "Separation Date"); and

WHEREAS, the Company desires to retain Employee as a consultant;

WHEREAS, the Parties wish to resolve any and all disputes, claims, complaints, grievances, charges, actions, petitions, and demands that the Employee may have against the Company and any of the Releasees (as defined below), including, but not limited to, any and all claims arising out of or in any way related to Employee's employment with or separation from the Company.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises made herein and in the Consulting Agreement, the Company and Employee hereby agree as follows:

1. Departure; Termination of Agreements.

1.1 Employee hereby acknowledges and agrees that (i) he ceased to be an officer of the Company as of March 31, 2016; and he will cease to be (ii) an employee of Company, and (iii) an employee or officer of any parent, subsidiary or related party of the Company, in each case, effective as of the Separation Date.

1.2 Employee hereby acknowledges and agrees that his compensation, benefits, equity and other rights under his Employment Agreement, dated June 1, 2008 as amended ("**Employment Agreement**") including his right to severance pay terminated without recourse as of March 31, 2016, save a salary of $15,000 for each month of April and May of 2016 and health benefits during those months.

2. Payment. In full satisfaction of all amounts due Employee including all amounts carried on Company's balance sheet ("**Amounts**") the Company paid Employee $720,415 ("**Indebtedness Payment**") as of March 31, 2016.

3. Consulting Agreement. Contingent upon this Agreement becoming effective as provided in Section 19 below on the Effective Date described therein, the Company agrees to retain Employee, and Employee agrees to serve, as a consultant to the Company pursuant to the terms and conditions of the consulting agreement attached hereto as Exhibit A ("**Consulting Agreement**") which the parties shall sign and deliver on the Effective Date.

4. Payment of Salary and Receipt of All Benefits. Subject to Section 1.2 above, Employee acknowledges and represents that, the Company has paid or provided all salary, wages, bonuses, accrued vacation/paid time off, premiums, leaves, housing allowances, relocation costs, interest, severance, outplacement costs, fees, reimbursable expenses, commissions, stock, stock options, vesting, and any and all other benefits and compensation due to Employee through the Separation Date. In addition, subject to Section 1.2 above, Employee acknowledges and agrees that his participation in all benefits and incidents of employment, including, but not limited to, the accrual of bonuses, health benefits, vacation, and paid time off, will cease as of the Separation Date.

5. Release of Claims. Employee agrees that the foregoing consideration represents settlement in full of all outstanding obligations owed to Employee by the Company and its current and former officers, directors, employees, agents, investors, attorneys, shareholders, administrators, affiliates, benefit plans, plan administrators, insurers, trustees, divisions, and subsidiaries, and predecessor and successor corporations and assigns (collectively, the "**Releasees**"). Employee, on his own behalf and on behalf of his respective heirs, family members, executors, agents, and assigns, hereby and forever voluntarily releases the Releasees from, and agrees not to sue concerning, or in any manner to institute, prosecute, or pursue, any claim, complaint, charge, duty, obligation, demand, or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that Employee may possess against any of the Releasees arising from any omissions, acts, facts, or damages that have occurred up until and including the Effective Date of this Agreement, including, without limitation:

a. any and all claims relating to or arising from Employee's employment relationship with the Company and the termination of that relationship;

b. any and all claims relating to, or arising from, Employee's right to purchase, or actual purchase of shares of stock of the Company, including, without limitation, the Amounts, any claims for fraud, misrepresentation, breach of fiduciary duty, breach of duty under applicable state corporate law, and securities fraud under any state or federal law, with the exception of any rights or obligations contained in any outstanding Stock Option Agreements between the Company and him;

c. any and all claims for wrongful discharge of employment; termination in violation of public policy; discrimination; harassment; retaliation; breach of contract, both express and implied; breach of covenant of good faith and fair dealing, both express and implied; promissory estoppel; negligent or intentional infliction of emotional distress; fraud; negligent or intentional misrepresentation; negligent or intentional interference with contract or prospective economic advantage; unfair business practices; defamation; libel; slander; negligence; personal injury; assault; battery; invasion of privacy; false imprisonment; conversion; and disability benefits;

d. any and all claims for violation of any federal, state, or municipal statute, including, but not limited to, Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Equal Pay Act; the Fair Labor Standards Act; the Fair Credit Reporting Act; the Age Discrimination in Employment Act of 1967; the Older Workers Benefit Protection Act; the Employee Retirement Income Security Act of 1974; the Worker Adjustment and Retraining Notification Act; the Family and Medical Leave Act; the Sarbanes-Oxley Act of 2002; the Immigration Control and Reform Act; the Michigan Elliott-Larsen Civil Rights Act — Mich. Comp. Laws §37-2101 et seq.; the Michigan Persons with Disabilities Civil Rights Act — Mich. Comp. Laws §37.1101 et seq.; the Michigan Whistleblower Protection Act — Mich. Comp. Laws §15.361 et seq.; the Michigan Statutory Provision Regarding Retaliation/Discrimination for Filing a Worker's Compensation Claim — Mich. Comp. Laws §418.301 (11) et seq.; the Michigan AIDS Testing and Confidentiality Act — Mich. Comp. Laws §333.5131 et seq.; the Michigan Equal Pay Law — Mich. Comp. Laws §408.381 et seq.; the Michigan State Wage Payment and Work Hour Laws, as amended; the Michigan Occupational Safety and Health Act — Pub. Acts 154;

e. any and all claims for violation of the federal or any state constitution;

f. any and all claims arising out of any other laws and regulations relating to employment or employment discrimination;

g. any claim for any loss, cost, damage, or expense arising out of any dispute over the nonwithholding or other tax treatment of any of the proceeds received by Employee as a result of this Agreement;

h. any and all claims airing under the Employment Agreement and/or its termination; and

h. any and all claims for attorneys' fees and costs.

Employee agrees that the release set forth in this section shall be and remain in effect in all respects as a complete general release as to the matters released. This release does not extend to any obligations incurred under this Agreement or the Consulting Agreement. This release does not release claims that cannot be released as a matter of law, including, but not limited to, Employee's right to file a charge with or participate in a charge by the Equal Employment Opportunity Commission, or any other local, state, or federal administrative body or government agency that is authorized to enforce or administer laws related to employment, against the Company (with the understanding that any such filing or participation does not give Employee the right to recover any monetary damages against the Company; Employee's release of claims herein bars Employee from recovering such monetary relief from the Company. Employee represents that he/she has made no assignment or transfer of any right, claim, complaint, charge, duty, obligation, demand, cause of action, or other matter waived or released by this Section.

6. Acknowledgment of Waiver of Claims under ADEA. Employee acknowledges that he is waiving and releasing any rights he may have under the Age Discrimination in Employment Act of 1967 ("ADEA"), and that this waiver and release is knowing and voluntary. Employee agrees that this waiver and release does not apply to any rights or claims that may arise under the ADEA after the Effective Date of this Agreement. Employee acknowledges that the consideration given for this waiver and release is in addition to anything of value to which Employee was already entitled. Employee further acknowledges that he/she has been advised by this writing that: (a) he should consult with an attorney prior to executing this Agreement; (b) he/she has twenty-one (21) days within which to consider this Agreement; (c) he has seven (7) days following his/her execution of this Agreement to revoke this Agreement; (d) this Agreement shall not be effective until after the revocation period has expired; and (e) nothing in this Agreement prevents or precludes Employee from challenging or seeking a determination in good faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties, or costs for doing so, unless specifically authorized by federal law. In the event Employee signs this Agreement and returns it to the Company in less than the 21-day period identified above, Employee hereby acknowledges that he has freely and voluntarily chosen to waive the time period allotted for considering this Agreement.

7. Employee's Acknowledgment of Tax Liability. Employee hereby acknowledges and agrees as follows: (a) nothing in this Agreement constitutes tax advice; (b) the Company does not take any responsibility, or have any liability to Employee with respect to Employee's tax liability and/or Employee's personal tax reporting; (c) Employee has been given the opportunity and encouraged to consult with Employee's own attorney and to seek professional tax advice prior to execution of this Agreement; and (d) Employee agrees to indemnify the Company and hold it harmless from any liability for income taxes, interest or penalties that may be imposed as a result of under-payment or non-payment of income taxes on any amounts paid Employee under the terms of this Agreement.

8. No Pending or Future Lawsuits. Employee represents that he has no lawsuits, claims, or actions pending in his name, or on behalf of any other person or entity, against the Company or any of the other Releasees. Employee also represents that he/she does not intend to bring any claims on his own behalf or on behalf of any other person or entity against the Company or any of the other Releasees.

9. Nondisparagement Each Party shall at all times refrain from taking actions or making statements, written or oral, that denigrate, disparage, or defame the goodwill or reputation of the other Party . Employee further agrees not to make any negative statement to third parties or Company employees relating to the Employee's employment or any aspect of the business of the Company and not to make any statements to third parties or Company employees about the circumstances of the termination of Employee's employment, or about Releasees, except as may be required by a court or governmental authorities. Employee shall direct any inquiries by potential future employers to the Company's human resources department.

10. No Admission of Liability. Employee understands and acknowledges that this Agreement constitutes a compromise and settlement of any and all actual or potential disputed claims by Employee. No action taken by the Company hereto, either previously or in connection with this Agreement, shall be deemed or construed to be (a) an admission of the truth or falsity of any actual or potential claims or (b) an acknowledgment or admission by the Company of any fault or liability whatsoever to Employee or to any third party.

11. Costs. The Parties shall each bear their own costs, attorneys' fees, and other fees incurred in connection with the preparation of this Agreement.

12. Authority. The Company represents and warrants that the undersigned has the authority to act on behalf of the Company and to bind the Company and all who may claim through it to the terms and conditions of this Agreement. Employee represents and warrants that he has the capacity to act on his own behalf and on behalf of all who might claim through him to bind them to the terms and conditions of this Agreement. Each Party warrants and represents that there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the claims or causes of action released herein.

13. No Representations. Employee represents that he has had an opportunity to consult with an attorney, and has carefully read and understands the scope and effect of the provisions of this Agreement. Employee has not relied upon any representations or statements made by the Company that are not specifically set forth in this Agreement.

14. Severability. In the event that any provision or any portion of any provision hereof or any surviving agreement made a part hereof becomes or is declared by a court of competent jurisdiction or arbitrator to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision or portion of provision.

15. Attorneys' Fees. Except with regard to a legal action challenging or seeking a determination in good faith of the validity of the waiver herein under the ADEA, in the event that either Party brings an action to enforce or effect its rights under this Agreement, the prevailing Party shall be entitled to recover its costs and expenses, including the costs of mediation, arbitration, litigation, court fees, and reasonable attorneys' fees incurred in connection with such an action.

16. Entire Agreement. This Agreement, together with the Consulting Agreement represents the entire agreement and understanding between the Company and Employee concerning the subject matter of this Agreement and Employee's employment with and separation from the Company and the events leading thereto and associated therewith, and supersedes and replaces any and all prior agreements and understandings concerning the subject matter of this Agreement and Employee's relationship with the Company.

17. No Oral Modification. This Agreement may only be amended in a writing signed by Employee and the Company's Chief Executive Officer.

18. Governing Law. This Agreement shall be governed by the laws of the State of Michigan, without regard for choice-of-law provisions. Employee consents to personal and exclusive jurisdiction and venue in the State of Michigan.

19. Effective Date. Employee understands that: a) this Agreement shall be null and void if not executed by him within twenty one (21) days; and b) Employee may revoke this agreement within seven days following his execution of it. This Agreement will become effective on the eighth (8th) day after Employee signs this Agreement, so long as it has been signed by the Parties and has not been revoked by either Party before that date (the "Effective Date"). If Employee declines to sign this agreement or revokes it within 7 days of his execution, this agreement shall be null and void, the Consulting Agreement shall be null and void and Employee shall return the Indebtedness Payment to the Company.

20. Counterparts. This Agreement may be executed in counterparts and by facsimile, and each counterpart and facsimile shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned.

21. Breach by Employee. Employee specifically agrees that the Company's payments to Employee under this Agreement are made in return for Employee's obligations set forth in this Agreement. Employee further agrees that if he or she breaches any of the obligations set forth in this Agreement, such a breach would cause harm to Company and its business, for which the Company may recover damages.

22. Voluntary Execution of Agreement. Employee understands and agrees that he/she executed this Agreement voluntarily, without any duress or undue influence on the part or behalf of the Company or any third party, with the full intent of releasing all of his/her claims against the Company and any of the other Releasees. Employee acknowledges that: (a) he has read this Agreement; (b) he has been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of his/her own choice or has elected not to retain legal counsel; (c) he understands the terms and consequences of this Agreement and of the releases it contains; and (d) he is fully aware of the legal and binding effect of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

OPTIMIZERX CORP., Nevada

/s/ Douglas Baker
By: Douglas Baker

Its: Chief Financial Officer

OPTIMIZERX CORP., Michigan

/s/ Douglas Baker
By: Douglas Baker

Its: Chief Financial Officer

/s/ David Harrell
David Harrell

Exhibit A

Harrell Corporate Consulting Agreement

HARRELL CORPORATE CONSULTING AGREEMENT

This Consulting Agreement (the "Agreement") is made as of May 5, 2016, by and between OptimizeRx Corporation, a Nevada corporation, with offices at 400 Water, Rochester, Michigan 48307 ("OptimizeRx") and David Harrell ("Consultant") (each a "Party" and collectively the "Parties"),

BACKGROUND

A. OptimizeRx is a technology solutions company targeting the healthcare industry.

B. Consultant has experience in all aspects of OptimizeRx, its business, technology, customer base and market as Founder and previous CEO.

C. The Parties are seeking to utilize the Consultant to support OptimizeRx management in developing effective strategies, partnerships and innovation that further accelerates growth.

In consideration of the mutual promises contained herein, the parties hereby agree as follows:

AGREEMENT

1. SERVICES

During the Consulting Period (defined below), the Consultant will assist OptimizeRx management in developing strategy, partnerships, alliances, and business opportunities ("Services"). The Consultant shall provide up to (at OptimizeRx's election) 100 hours monthly to this effort and receive compensation under the provisions of this agreement.

2. ENGAGEMENT

2.1 Subject to the terms and conditions of this Agreement, OptimizeRx hereby retains the Consultant as an independent consultant for a sixteen month period unless sooner terminated as provided herein (the "Consulting Period") beginning as of June 1, 2016 and ending September 30, 2017. Consultant's primary contact at OptimizeRx shall be Will Febbo, Chief Executive Officer, or such other person or persons who may be appointed by OptimizeRx (the "OptimizeRx Representative"). The Services will be further defined on an ongoing basis by the OptimizeRx Representative. Without limitation, Consultant shall undertake such tasks, provide such reports and attend such meetings as the OptimizeRx Representative may reasonably request. Consultant shall be responsible for determining the method, details and means of performing the Services and shall consult with the OptimizeRx Representative on a regular basis about the nature, quality and direction of the Services. Consultant will decide where and when the Services are best performed. Consultant may not subcontract or delegate any of the Services without the prior consent of the OptimizeRx Representative.

2.2 The parties expressly acknowledge and agree that OptimizeRx is engaging the Consultant as an independent contractor. Consultant shall not have the right, power, or authority to bind OptimizeRx or to make any contract or other agreement or assume or create any obligation or liability, express or implied, on OptimizeRx's behalf. Consultant will not be eligible to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits or any other fringe benefits or benefit plans offered by OptimizeRx to its employees.

2.3 In performing hereunder, Consultant shall comply with OptimizeRx policies and procedures and the reasonable instructions of the OptimizeRx Representative as well as all applicable laws, including the Foreign Corrupt Practices Act, the Health Insurance Portability and Accountability Act of 1996, and other federal and state laws regarding healthcare marketing and protection of personal information.

3. COMPENSATION

3.1 During the Consulting Period, OptimizeRx shall pay Consultant a consulting fee of $15,000.00 per month payable under OptimizeRx's normal payroll timeframes ("Consulting Fee"). OptimizeRx shall reimburse the Consultant on a monthly basis for pre-approved, reasonable and necessary expenses incurred by the Consultant on behalf of OptimizeRx in the performance of the Consultant's duties during the Consulting Period (including but not limited to reasonable travel expenses) which are otherwise acceptable in accordance with OptimizeRx's standard expense reimbursement practices for its independent contractors and which have been approved in advance by the OptimizeRx Representative. Consultant shall submit expenses for reimbursement in writing with supporting receipts and documentation in accordance with the Internal Revenue Code and regulations or as otherwise required under OptimizeRx's expense reimbursement procedures in effect from time to time.

3.2 In the event OptimizeRx achieves or exceeds the annual total revenues and net income (loss) in 2016 that are set forth in its 2016 annual budget approved by the Board of Directors in March, 2016 OptimizeRx shall pay the Consultant a bonus of $27,000. In the event OptimizeRx achieves or exceeds the total annual revenues and net income (loss) in 2017 that are set forth in the 2017 annual budget approved by the Board of Directors, OptimizeRx shall pay the Consultant a bonus of $27,000. If Consultant is not privy to the 2017 annual budget because he is no longer a member of the Board of Directors, OptimizeRx will provide that portion of the 2017 annual budget pertaining to total annual revenues and net income (loss) goals in 2017, provided Consultant signs a non-disclosure agreement. No bonuses shall be due for a year in which the total annual revenues and net income (loss) are not achieved.

3.3. OptimizeRx shall pay Consultant a lump sum of $9,664 as an allowance for Consultant to purchase individual healthcare coverage. The Parties agree that this allowance will be sufficient to allow the Consultant to purchase his own individual healthcare coverage for a period of seven months. Consultant will be responsible for acquiring the coverage and to pay for any charges incurred to upgrade that coverage. This allowance is a one-time payment and will not reoccur on any renewal of the Consulting Period.

4. PRICING

Under this Agreement the product prices for services offered by OptimizeRx shall be determined by OptimizeRx, although insight by the Consultant will be considered. OptimizeRx shall approve all proposals prior to being submitted to prospects and clients.

5. TERM AND TERMINATION

5.1 If both parties so agree in writing, the Consulting Period may be renewed on a month-to-month basis, beginning on October 1, 2017. Otherwise it shall terminate on September 30, 2017.

5.2 Either party may terminate this Agreement for cause, effective immediately upon written notice to the other, in the event that the other a) breaches any of the terms, representations, warranties or conditions of this Agreement and fails to cure same within fifteen (15) days of notice thereof or b) engages in any illegal activity, reckless behavior or fraud. If this agreement is terminated by OptimizeRx for cause, no bonus under Section 3.2 shall be due for the year in which such termination occurs or any subsequent year. If this agreement is terminated by Consultant for cause, the remainder of total amount of 18 month of service will be due to Consulting.

5.3 Provisions of this agreement that by their nature should reasonably survive its termination shall so survive including without limitation Sections 7 and 9.

6. CONFIDENTIALITY, INVENTION ASSIGNMENT AND NON-COMPETE

As a condition of this Agreement, the Consultant will execute and deliver to OptimizeRx the Consultant Confidentiality, Invention Assignment and Non-Compete Agreement, attached as attachment A the terms of which are incorporated herein by reference. Any breach thereof shall constitute a material breach hereof. Any breach thereof shall constitute a material breach hereof. Any breach by Employee of the Separation Agreement And Release dated May 5, 2016 between Employee and Company including the non-disparagement provisions thereof, shall constitute a material breach hereof.

7. INDEPENDENT CONTRACTOR; PAYMENT OF TAXES

The Consultant is not a partner, agent employee or joint venture of the OptimizeRx. The Consultant is and shall be deemed an independent contractor, and shall be solely responsible for and pay when due all estimated tax, withholding, social security, disability, unemployment, self-employment and other taxes imposed on the Consultant by the U.S. government or any other domestic or non-domestic, federal, state, or local tax jurisdiction. OptimizeRx will not be responsible for withholding or paying any income, payroll, Social Security or other federal, state or local taxes, making any insurance contributions, including unemployment or disability, or obtaining worker's compensation insurance on behalf of Consultant. Consultant shall be responsible for, and shall indemnify OptimizeRx against, all such taxes or contributions, including penalties and interest. Any persons employed or engaged by Consultant in connection with the performance of the Services will be Consultant’s employees or contractors and Consultant shall be fully responsible for them and indemnify OptimizeRx against any claims made by or on behalf of any such employee or contractors.

8. GOVERNING LAW AND VENUE

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan, 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 court of competent jurisdiction in the State of Michigan. Each party expressly consents to the jurisdiction of the courts of the State of Michigan and the Federal District Court for the District of Detroit, and waives any objections or right as to the forum non-conveniens, lack of personal jurisdiction or similar grounds.

9. INDEMNIFICATION

Consultant shall indemnify, defend and hold harmless OptimizeRx and its employees, agents and affiliated entities against any claim, damage or liability, including reasonable defense costs that may result from any third party claim caused by a breach of this Agreement by, or the negligence or willful misconduct of, Consultant; provided that the indemnity hereunder shall not be applicable to the extent such damages are proximately caused by the breach, negligence or willful misconduct of the Company.

OptimizeRx shall indemnify, defend and hold harmless Consultant, agents and affiliated entities against any claim, damage or liability, including reasonable defense costs that may result from any third party claim caused by a breach of this Agreement by, or the negligence or willful misconduct of OptimizeRx; provided that the indemnity hereunder shall not be applicable to the extent such damages are proximately caused by the breach, negligence or willful misconduct of the Consultant.

10. MISCELLANEOUS

10.1 Notices. Any notice or other communication to be given hereunder will be in writing and given by express receipted courier or overnight mail, postpaid registered or certified mail return receipt requested, or electronic mail (with a copy concurrently mailed as set forth above). The date of receipt shall be deemed the date on which such notice is given. Notice hereunder will be directed to a Party at the address for such Party set forth in the first paragraph of this Agreement or such other address of which a Party provides notice thereof.

10.2 Assignment. Neither Party will transfer or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of the other Party. Any purported transfer, assignment or delegation by either Party without the appropriate prior written approval will be null and void and of no force or effect.

10.3 Headings. Sections, titles or captions in no way define, limit, extend or describe the scope of this Agreement nor the intent of any of its provisions.

10.4 Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

10.5 Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior and/or contemporaneous agreements or understandings, written or oral, between the parties with respect to the subject matter hereof.

10.6 Amendment. This Agreement may not be amended or modified by the parties in any manner, except by an instrument in writing signed on behalf of each of the Parties to which such amendment or modification applies by a duly authorized officer or Consultant.

10.7 Waiver. Any of the provisions of this Agreement may be waived by the Party entitled to the benefit thereof. Neither Party will be deemed, by any act or omission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the waiving Party, and then only to the extent specifically set forth in such writing. A waiver with reference to one event will not be construed as continuing or as a bar to or waiver of any right or remedy as to a subsequent event.

10.8 Force Majeure. Except for the obligation to pay amounts when due hereunder, neither party shall be responsible for failure to perform the terms of this Agreement when performance is prevented by force majeure provided that: (1) notice and reasonably full details of the force majeure are given to the other party; and (2) that the effects of such force majeure are mitigated so far as possible with commercially reasonable efforts. The term “force majeure” shall mean acts of God, earthquakes, fire, flood, war, civil disturbances, governmentally imposed rules, regulations or moratoriums, or any similar causes not within the reasonable control of either party which through the exercise of due diligence, a party is unable to foresee or mitigate. In no event shall the term force majeure include normal or reasonably foreseeable or reasonably avoidable operational delays.

10.9 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if both parties hereto had signed the same document. All counterparts will be construed together and will constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers or Consultant on the day first written above.

OPTIMIZERX CORPORATION

By: /s/ Douglas Baker
Name: Douglas Baker
Title: Chief Financial Officer

DAVID HARRELL

/s/ David Harrell

Attachment A

Confidentiality, Invention Assignment and Non-Compete Agreement

CONSULTANT CONFIDENTIALITY, INVENTION ASSIGNMENT AND NON-COMPETE AGREEMENT

THIS CONSULTANT CONFIDENTIALITY, INVENTION ASSIGNMENT AND NON-COMPETE AGREEMENT ("Agreement") is made as of the date set forth on the signature page below between OptimizeRx Corp. ("OptimizeRx"), and the person whose name is set forth on the signature page below as Consultant ("Consultant").

In consideration of the Consulting Agreement entered into between the Consultant and OptimizeRx, with the intention that this Agreement shall apply to the entire period of the Consulting Agreement with OptimizeRx (including the period prior to the date of this Agreement), Consultant hereby agrees as follows:

1. CONFIDENTIAL INFORMATION DEFINED. "Confidential Information" means trade secrets, proprietary information and materials, and confidential knowledge and information which includes, but is not limited to, matters of a technical nature (such as discoveries, ideas, concepts, designs, drawings, specifications, techniques, models, diagrams, test data, scientific methods and know-how, and matters of a business nature (such as the identity of customers and prospective customers, the nature of work being done for or discussed with customers or prospective customers, suppliers, marketing techniques and materials, marketing and development plans, pricing or pricing policies, financial information, plans for further development, and any other information of a similar nature not available to the public).

"Confidential Information" shall not include information that: (a) was in Consultant's possession or in the public domain before receipt from the Company, as evidenced by the then existing publication or other public dissemination of such information in written or other documentary form; (b) becomes available to the public through no fault of Consultant; (c) is received in good faith by Consultant from a third party who is not subject to an obligation of confidentiality to the Company or any other party; or (d) is required by a judicial or administrative authority or court having competent jurisdiction to be disclosed by Consultant, provided that Consultant shall promptly notify the Company and allow the Company a reasonable time to oppose or limit such order.

2. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION OF OPTIMIZERX. Consultant acknowledges that, during the period of Consultant's consulting with OptimizeRx, Consultant has had or will have access to Confidential Information of OptimizeRx. Therefore, Consultant agrees that both during and after the period of Consultant's consulting with OptimizeRx, Consultant shall not, without the prior written approval of OptimizeRx, directly or indirectly (a) reveal, report, publish, disclose or transfer any Confidential Information of OptimizeRx to any person or entity, or (b) use any Confidential Information of OptimizeRx for any purpose or for the benefit of any person or entity, except as may be necessary in the performance of Consultant's work for OptimizeRx.

3. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION OF OTHERS. Consultant acknowledges that, during the period of Consultant's consulting with OptimizeRx, Consultant may have had or will have access to Confidential Information of third parties who have given OptimizeRx the right to use such Confidential Information, subject to a non-disclosure agreement between OptimizeRx and such third party. Therefore, Consultant agrees that both during and after the period of Consultant's consulting with OptimizeRx, Consultant shall not, without the prior written approval of OptimizeRx, directly or indirectly (a) reveal, report, publish, disclose or transfer any Confidential Information of such third parties to any person or entity, or (b) use any Confidential Information of such third parties for any purpose or for the benefit of any person or entity, except as may be necessary in the performance of Consultant's work for OptimizeRx.

4. PROPERTY OF OPTIMIZERX. Consultant acknowledges and agrees that all Confidential Information of OptimizeRx and all reports, drawings, blueprints, materials, data, code, notes and other documents and records, whether printed, typed, handwritten, videotaped, transmitted or transcribed on data files or on any other type of media, and whether or not labeled or identified as confidential or proprietary, made or compiled by Consultant, or made available to Consultant, during the period of Consultant consulting with OptimizeRx (including the period prior to the date of this Agreement) concerning OptimizeRx's Confidential Information are and shall remain OptimizeRx's property and shall be delivered to OptimizeRx within five (5) business days after the termination of such consulting with OptimizeRx or at any earlier time on request of OptimizeRx. Consultant shall not retain copies of such Confidential Information, documents and records.

5. PROPRIETARY NOTICES. Consultant shall not, and shall not permit any other person to, remove any proprietary or other legends or restrictive notices contained in or included in any Confidential Information.

6. INVENTIONS.

(a) Consultant shall promptly, from time to time, fully inform and disclose to OptimizeRx in writing all inventions, copyrightable material, designs, improvements and discoveries of any kind which Consultant now has made, conceived or developed (including prior to the date of this Agreement), or which Consultant may later make, conceive or develop, during the period of Consultant's consulting with OptimizeRx, which pertain to OptimizeRx's business ("Inventions"). For greater certainty, OptimizeRx's business deals with communications of copay savings, vouchers and clinical messaging for pharma, biotech and diagnostic companies. OptimizeRx specifically owns SampleMD, a software application which delivers an automated system that replaces traditional physical drug samples by enabling doctors or other healthcare providers to automatically print and electronically distribute sample vouchers or co-pay discount coupons within their ePrescribing/ EHR (electronic health record) system or from their computer desktops. OptimizeRx plans to offer and is in testing for the following: its Voucher DVM for distributing coupons for Veterinary clinics or offices; its system called "Invite a Rep" to allow physicians to contact their pharmaceutical rep, set up appointments; and its Consumer App that allows consumers to search for prescriptions savings on their mobile phone. Additionally, OptimizeRx offers Drug File Integration support services and sales training to their sponsoring clients. This covenant applies to all such Inventions, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection; and whether or not they are conceived and/or developed by Consultant alone or with others; and whether or not they are conceived and/or developed during regular working hours; and whether or not they are conceived and/or developed at OptimizeRx's facility or not.

(b) Inventions shall not include any inventions made, conceived or developed by Consultant prior to Consultant's consulting with OptimizeRx, a complete list of which is set forth on *Schedule A* attached. In addition, Inventions shall not include any inventions made, conceived or developed by Consultant that do not pertain to OptimizeRx's business.

(c) All Inventions , as determined under the provisions listed in Section 6a and 6b, shall be the sole and exclusive property of OptimizeRx, and shall be deemed part of the Confidential Information of OptimizeRx for purposes of this Agreement, whether or not fixed in a tangible medium of expression. Consultant hereby assigns all Consultant's rights in all Inventions and in all related patents, copyrights and trademarks, trade secrets and other proprietary rights therein to OptimizeRx. Without limiting the foregoing, Consultant agrees that any copyrightable material shall be deemed to be "works made for hire" and that OptimizeRx shall be deemed the author of such works under the United States Copyright Act, provided that in the event and to the extent such works are determined not to constitute "works made for hire", Consultant hereby irrevocably assigns and transfers to OptimizeRx all right, title and interest in such works.

(d) Consultant shall assist and cooperate with OptimizeRx, both during and after the period of Consultant's consulting with OptimizeRx, at OptimizeRx's sole expense, to allow OptimizeRx to obtain, maintain and enforce patent, copyright, trademark, trade secret and other legal protection for the Inventions. Consultant shall sign such documents, and do such things necessary, to obtain such protection and to vest OptimizeRx with full and exclusive title in all Inventions against infringement by others.

(e) Consultant shall not be entitled to any additional compensation for any and all Inventions made during the period of Consultant's consulting with OptimizeRx.

7. COVENANT NOT TO COMPETE. Consultant and OptimizeRx agree that the services rendered by the Consultant are unique and irreplaceable, and that competitive use and knowledge of any Confidential Information would substantially and irreparably injure OptimizeRx's business, prospects and good will. Consultant and OptimizeRx also agree that OptimizeRx's business is global in nature due to the type of products and/or services being provided. Therefore, Consultant agrees that during the period of Consultant's consulting with OptimizeRx and for a period of twelve (12) months, Consultant shall not, directly or indirectly, through any other person, firm, corporation or other entity (whether as an officer, director, Consultant, partner, consultant, holder of equity or debt investment, lender or in any other manner or capacity):

(a) develop, sell, market, offer to sell products and/or services where OptimizeRx markets their business that have the same or similar technological approach or technology platform, offered or sold by OptimizeRx on the date of the termination of Consultant's consulting with OptimizeRx for any reason;

(b) solicit, induce, encourage or attempt to induce or encourage any employee or consultant of OptimizeRx to terminate his or her employment or consulting relationship with OptimizeRx, or to breach any other obligation to OptimizeRx;

(c) solicit, interfere with, disrupt, alter or attempt to disrupt or alter the relationship, contractual or otherwise, between OptimizeRx and any consultant, contractor, customer, potential customer, or supplier of OptimizeRx; or

(d) engage in or participate in any business in the same industry as OptimizeRx which is conducted under any name that shall be the same as or similar to the name of OptimizeRx or any trade name used by OptimizeRx.

Consultant acknowledges that the foregoing geographic, activity and time limitations contained in this Section 7 are reasonable and properly required for the adequate protection of OptimizeRx's business. In the event that any such geographic, activity or time limitation is deemed to be unreasonable by a court, Consultant shall submit to the reduction of either said activity or time limitation to such activity or period as the court shall deem reasonable. In the event that Consultant is in violation of the aforementioned restrictive covenants, then the time limitation thereof shall be extended for a period of time equal to the pendency of such proceedings, including appeals.

8. REPRESENTATIONS. Consultant represents that Consultant has the right to enter into this Agreement, and that Consultant's performance of all the terms of this Agreement and his duties as an Consultant of OptimizeRx will not breach any confidential information agreement, non-competition agreement or other agreement with any former employer of his services, either as an Consultant, consultant, contractor or independent contractor, or with any other party. Consultant represents that Consultant will not disclose to OptimizeRx any trade secrets or confidential or proprietary information of any third party that are not generally available to the public.

9. DISCLOSURE OF THIS AGREEMENT. Consultant hereby authorizes OptimizeRx to notify others, including but not limited to customers of OptimizeRx and any of Consultant's future employers, of the terms of this Agreement and Consultant's responsibilities under this Agreement.

10. SPECIFIC PERFORMANCE. Consultant acknowledges that money damages alone may not adequately compensate OptimizeRx in the event of a breach or threatened breach by Consultant of this Agreement, and that, in addition to all other remedies available to OptimizeRx at law or in equity, OptimizeRx shall be entitled to injunctive relief for the enforcement of its rights and to an accounting of profits made during the period of such breach.

11. NO RIGHTS GRANTED. Consultant understands that nothing in this Agreement shall be deemed to constitute, by implication or otherwise, the grant by OptimizeRx to the Consultant of any license or other right under any patent, patent application or other intellectual property right or interest belonging to OptimizeRx.

12. SEVERABILITY.

(a) Each of the covenants provided in this Agreement are separate and independent covenants. If any provision of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and any such invalid or unenforceable provision shall be reformed so as to be valid and enforceable to the fullest extent permitted by law.

(b) It is not a defense to the enforcement of any provision of this Agreement that OptimizeRx has breached or failed to perform any obligation or covenant hereunder or under any other agreement or understanding between Consultant and OptimizeRx.

13. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without regard to conflict of law rules. All suits and claims shall be made only in state or federal courts located in Detroit, Michigan.

14. SUPERSEDES OTHER AGREEMENTS. This Agreement contains the entire agreement of the parties with respect to subject matter hereof and supersedes all previous agreements and understandings between the parties with respect to its subject matter.

15. AMENDMENTS. This Agreement may not be changed, modified, released, discharged, abandoned or otherwise terminated in whole or in part except by an instrument in writing, agreed to and signed by the Consultant and a duly authorized officer of OptimizeRx.

16. ACKNOWLEDGEMENTS. THE CONSULTANT ACKNOWLEDGES THAT (i) THE CONSULTANT HAS READ AND FULLY UNDERSTANDS THIS AGREEMENT; (ii) THE CONSULTANT HAS BEEN GIVEN THE OPPORTUNITY TO ASK QUESTIONS; (iii) THE CONSULTANT HAS RECEIVED A COPY OF THIS AGREEMENT, THE ORIGINAL OF WHICH WILL BE RETAINED IN THE CONSULTANT'S PERSONNEL FILE; AND (iv) THE CONSULTANT'S OBLIGATIONS UNDER THIS AGREEMENT SURVIVE THE TERMINATION OF THE CONSULTANT'S CONSULTING WITH OPTIMIZERX FOR ANY REASON.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

OptimizeRx Corp.

/s/ Douglas Baker

Douglas Baker
Chief Financial Officer
OptimizeRx, Inc.

Date

Consultant

Signature

Name Printed

Date

Schedule A

None beyond what has been assigned to the company.

Exhibit 31.1

CERTIFICATIONS

I, Will Febbo, certify that;

1. I have reviewed this quarterly report on Form 10-Q for the quarter ended March 31, 2016 of OptimizeRx Corp (the “registrant”);

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c. Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d. Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and

5. The registrant’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):

    a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and

    b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: May 9, 2016

/s/ Will Febbo

By: Will Febbo
Title: Chief Executive Officer

Exhibit 31.2

CERTIFICATIONS

I, Douglas Baker, certify that;

1. I have reviewed this quarterly report on Form 10-Q for the quarter ended March 31, 2016 of OptimizeRx Corp (the “registrant”);

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c. Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d. Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and

5. The registrant’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):

    a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and

    b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: May 9, 2016

/s/ Douglas Baker

By: Douglas Baker
Title: Chief Financial Officer

Exhibit 32.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER AND
CHIEF FINANCIAL OFFICER
PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the quarterly Report of OptimizeRx Corp (the "Company") on Form 10-Q for the quarter ended March 31, 2016 filed with the Securities and Exchange Commission (the "Report"), I, Will Febbo, Chief Executive Officer and I, Douglas Baker, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the consolidated financial condition of the Company as of the dates presented and the consolidated result of operations of the Company for the periods presented.

By: /s/ Will Febbo
Name: Will Febbo
Title: Principal Executive Officer, and Director
Date: May 9, 2016

By: /s/ Douglas Baker
Name: Douglas Baker
Title: Principal Financial Officer
Date: May 9, 2016

This certification has been furnished solely pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.