

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): August 14, 2013

OptimizeRx Corporation

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction of incorporation)

000-53605

(Commission File Number)

26-1265381

(I.R.S. Employer Identification No.)

400 Water Street, Suite 200, Rochester, MI

(Address of principal executive offices)

48307

(Zip Code)

Registrant's telephone number, including area code: 248.651.6568

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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SECTION 1 – Registrant’s Business and Operations

Item 1.01 Entry into a Material Definitive Agreement

On August 14, 2013, we amended the employment agreement with our executive officers, Shad Stastney, David Lester, David Harrell and Terry Hamilton. The amended terms of the employment agreements are set forth below for each executive officer.

Pursuant to the terms and conditions of the Amendment to Employment Agreement with Shad Stastney:

- Mr. Stastney agreed to non-competition and non-solicitation restrictions with our company during the term of his employment and two years thereafter;
- The term of Mr. Stastney’s employment shall be for one year, and shall automatically renew for each year thereafter unless terminated on thirty day’s notice before the end of the term; and
- Mr. Stastney shall be entitled to two years of severance pay if he is terminated with or without cause.

Pursuant to the terms and conditions of the Amendment to Employment Agreement with David Lester:

- Mr. Lester will serve as Chief Operating Officer of our company; and
- Mr. Lester will earn a base salary of \$157,500 per year.

Pursuant to the terms and conditions of the Amendment to Employment Agreement with David Harrell:

- Mr. Harrell will serve as Vice Chairman of the Board and Chief Strategy Officer of our company;
- The term of Mr. Harrell’s employment shall be for one year, and shall automatically renew for each year thereafter unless terminated on thirty day’s notice before the end of the term; and
- Mr. Harrell will earn a base salary of \$183,750 per year;

Pursuant to the terms and conditions of the Amendment to Employment Agreement with Terry Hamilton:

- Mr. Hamilton will earn a base salary of \$157,500 per year.

Except as described above, the terms of the respective employment agreements with our executive officers remain in full force and effect.

The foregoing description of the Amendments to Employment Agreements with Shad Stastney, David Lester, David Harrell and Terry Hamilton does not purport to be complete and is qualified in its entirety by reference to the complete text of the Amendments to Employment Agreements filed as Exhibits 10.1, 10.2, 10.3 and 10.4 hereto and incorporated herein by reference.

SECTION 3 – SECURITIES AND TRADING MARKETS

Item 3.02 Unregistered Sales of Equity Securities

On August 14, 2013 we granted restricted stock awards under our 2013 Incentive Plan. Mr. David Harrell was awarded 121,875 shares of our common stock and Mr. Terry Hamilton was awarded 215,625 shares of our common stock. The restricted stock awards will vest 50% on the date six months and one day after the date of grant, and the remaining 50% one year after the first vesting date.

SECTION 5 – CORPORATE GOVERNANCE AND MANAGEMENT

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

The information set forth in Items 1.01 and 3.02 is incorporated into this Item 5.02 by reference.

SECTION 9 – Financial Statements and Exhibits

Item 9.01 Financial Statements and Exhibits.

Exhibit No.	Description
10.1	<u>Amendment to Employment Agreement with Shad Stastney, dated August 14, 2013</u>
10.2	<u>Amendment to Employment Agreement with David Lester, dated August 14, 2013</u>
10.3	<u>Amendment to Employment Agreement with David Harrell, dated August 14, 2013</u>
10.4	<u>Amendment to Employment Agreement with Terry Hamilton, dated August 14, 2013</u>

SIGNATURES

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

OptimizeRx Corporation

/s/ Shad Stastney
Shad Stastney
Chief Executive Officer

Date: August 15, 2013

SHAD STASTNEY AMENDMENT TO EMPLOYMENT AGREEMENT

This Amendment to Employment Agreement (“Amendment”) is made this 14th day of August, 2013, between OptimizeRx Corporation, a Nevada corporation (the “Company”) and Shad L. Stastney (“Employee”).

WHEREAS, the Company and Employee previously entered into an Employment Agreement on January 14th, 2013 (the “Employment Agreement”); and

WHEREAS, the Company and Employee desire to amend certain provisions of the Employment Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, the parties hereto hereby agree to amend the Employment Agreement as follows:

1. The following paragraph will be added to the Employment Agreement:

“Non-Competition

The Employee hereby accordingly agrees that, for the consideration stated herein and other compensation payable to the Employee, during Employee’s employment with the Company and continuing thereafter for a period of two (2) years, Employee will not:

- (a) Conduct or engage in (whether as an owner, principal, partner, member, employer, employee, representative, distributor, officer, director or otherwise) any business or enterprise (whether or not for profit) which offers or performs services in direct competition with those services being offered, provided or contemplated by the Company now or at any time during Employee’s employment by the Company anywhere in the United States of America or any other geographic area in which the Company is now or then conducting business.
- (b) Divert, take away, solicit or interfere with, directly or indirectly, any Company business from any investors, employees, customers, suppliers, franchisees (current and prospective), trade or other patronage of the Company

The parties hereto hereby acknowledge and agree that the restrictions contained in this Agreement are reasonable and necessary for the purpose of preserving for the Company its business and goodwill and other proprietary rights. It is the desire and intent of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement may be sought. Accordingly, to the extent any provision hereof is deemed unenforceable by the limitation thereon, the parties agree that the same shall, nevertheless, be enforceable to the fullest extent permissible under the laws and public policies applied in such jurisdiction in which enforcement is sought. Furthermore, if any particular portion of this Agreement is adjudicated as invalid or unenforceable, such portion shall be deleted and such deletion shall apply only with respect to the operation of such portion in the particular jurisdiction in which such adjudication is made. In the event of a breach or threatened breach by the Employee of the provisions hereof, the Employee acknowledges that the remedy at law would be inadequate and that the Company shall be entitled to an injunction restraining Employee from such breach, in addition to monetary damages and any other remedy provided by law.”

2. The paragraph entitled “**Termination of Employment**” shall be amended to read in its entirety as follows:

“Termination of Employment

The term of this agreement shall be one year, and shall be deemed to be automatically renewed for each year thereafter unless the Board of Directors shall notify Employee of its intent not to renew at least 30 days prior to the end of the initial term.”

3. The paragraph entitled “**Severance Pay**” shall be amended to read in its entirety as follows:

“Severance Pay

If the Employee’s employment is terminated at any time by the Company with or without cause, which termination shall be effective immediately upon the date of delivery of written notice to Employee (or at such later date as otherwise specified in such notice), the Company shall continue to pay to the Employee, as severance pay, the Employee’s annual base salary for a period of twenty-four (24) months following such termination, subject to the Employee’s compliance with the terms and conditions of this Agreement.”

4. In all other respects, the remaining terms, covenants, conditions and provisions of the Employment Agreement shall continue in full force and effect to the extent provided in the Employment Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

OPTIMIZERx Corporation
By: /s/ David Lester
David Lester
Chief Operating Officer

EMPLOYEE
By: /s/ Shad L. Stastney
Shad L. Stastney

DAVID LESTER AMENDMENT TO EMPLOYMENT AGREEMENT

This Amendment to Employment Agreement (“Amendment”) is made this 14th day of August, 2013, between OptimizeRx Corporation, a Nevada corporation (the “Company”) and David Lester (“Employee”).

WHEREAS, the Company and Employee previously entered into an Employment Agreement on August 1, 2008, as amended (the “Employment Agreement”); and

WHEREAS, the Company and Employee desire to amend certain provisions of the Employment Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, the parties hereto hereby agree to amend the Employment Agreement as follows:

1. The paragraph entitled “Recitals” shall be replaced in its entirety with the following:

“The Employer is engaged in the business of healthcare information technology, software development and product promotion, and desires to retain the Employee as Chief Operating Officer.”

2. The paragraph entitled “Duties of Employee” shall be replaced in its entirety with the following:

“2. As Chief Operating Officer, your duties will be as described on the attached Exhibit A.”

3. The paragraph entitled “**Compensation**” shall be amended to read in its entirety as follows:

“Compensation

6. As compensation for services rendered under this Agreement, the Employee shall be entitled to receive from the Employer a salary of \$157,500 per year, payable in semi-monthly installments as such payment becomes due, prorated for any partial employment period. In addition, Employee is eligible for additional quarterly and annual bonus compensation, stock options and stock grants based on performance metrics set by the Board of Directors of OptimizeRx Corporation. This includes stock options of 500,000 at hire, with 25% immediately vested and 25% vested after completion of each quarter of hire”

4. In all other respects, the remaining terms, covenants, conditions and provisions of the Employment Agreement shall continue in full force and effect to the extent provided in the Employment Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

OPTIMIZERx Corporation
By: /s/ Shad Stastney
Shad Stastney
Chief Executive Officer

EMPLOYEE
By: /s/ David Lester
David Lester

DAVID HARRELL AMENDMENT TO EMPLOYMENT AGREEMENT

This Amendment to Employment Agreement (“Amendment”) is made this 14th day of August, 2013, between OptimizeRx Corporation, a Nevada corporation (the “Company”) and David Harrell (“Employee”).

WHEREAS, the Company and Employee previously entered into an Employment Agreement on August 1, 2008, as amended (the “Employment Agreement”); and

WHEREAS, the Company and Employee desire to amend certain provisions of the Employment Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, the parties hereto hereby agree to amend the Employment Agreement as follows:

1. The paragraph entitled “Recitals” shall be replaced in its entirety with the following:

“The Employer is engaged in the business of healthcare information technology, software development and product promotion, and desires to retain the Employee as Vice Chairman of the Board of Directors and Chief Strategy Officer.”

2. The paragraph entitled “Term of Employment” shall be replaced in its entirety with the following:

“1. The Employer hereby employs the Employee and the Employee hereby accepts employment with the Employer beginning on the 1st day of May, 2008 for an initial term of four years, which shall automatically renew for additional one-year periods thereafter unless Employer notifies Employee at least 30 days in advance of the tentative expiration date of its intention not to renew.”

3. The paragraph entitled “Duties of Employee” shall be replaced in its entirety with the following:

“2. As Vice Chairman of the Board of Directors and Chief Strategy Officer, you are responsible for assisting the Chief Executive Officer in the overall strategic planning for the company, and in the execution of those plans, including strategic alliances, channel and sales expansion, and evaluation of corporate opportunities.”

4. The paragraph entitled “**Compensation**” shall be amended to read in its entirety as follows:

“Compensation

6. As compensation for services rendered under this Agreement, from and after the date of this Amendment the Employee shall be entitled to receive from the Employer a salary of \$183,750 per year, payable in semi-monthly installments as such payment becomes due, prorated for any partial employment period. On each twelve-month anniversary, the salary will increase by a 5% cost of living adjustment, with any additional raise as determined by the Board of Directors of OptimizeRx Corporation. In addition, David Harrell is eligible for additional quarterly and annual bonus compensation, stock options and stock grants based on performance metrics set by the Board of Directors of OptimizeRx Corporation.”

5. In all other respects, the remaining terms, covenants, conditions and provisions of the Employment Agreement shall continue in full force and effect to the extent provided in the Employment Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

OPTIMIZERx Corporation EMPLOYEE

OPTIMIZERx Corporation
By: /s/ David Lester
David Lester
Chief Operating Officer

EMPLOYEE
By: /s/ David Harrell
David Harrell

TERRY HAMILTON AMENDMENT TO EMPLOYMENT AGREEMENT

This Amendment to Employment Agreement (“Amendment”) is made this 14th day of August, 2013, between OptimizeRx Corporation, a Nevada corporation (the “Company”) and Terry Hamilton (“Employee”).

WHEREAS, the Company and Employee previously entered into an Employment Agreement on August 1, 2008, as amended (the “Employment Agreement”); and

WHEREAS, the Company and Employee desire to amend certain provisions of the Employment Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, the parties hereto hereby agree to amend the Employment Agreement as follows:

1. The paragraph entitled “**Compensation**” shall be amended to read in its entirety as follows:

“**Compensation**”

6. As compensation for services rendered under this Agreement, from and after the date of this Amendment the Employee shall be entitled to receive from the Employer a salary of \$157,500 per year, payable in semi-monthly installments as such payment becomes due, prorated for any partial employment period. In addition, Terry Hamilton is eligible for additional quarterly and annual bonus compensation, stock options and stock grants based on performance metrics set by the Board of Directors of OptimizeRx Corporation.”

2. In all other respects, the remaining terms, covenants, conditions and provisions of the Employment Agreement shall continue in full force and effect to the extent provided in the Employment Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

OPTIMIZERx Corporation
By: /s/ David Lester
David Lester
Chief Operating Officer

EMPLOYEE
By: /s/ Terry Hamilton
Terry Hamilton

