

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): May 11, 2017

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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

SECTION 1 – REGISTRANT’S BUSINESS AND OPERATIONS

Item 1.01 Entry into a Material Definitive Agreement

On May 11, 2017, we entered into a Separation and Stock Purchase Agreement (the “Agreement”) with our director, Mr. David Harrell, pursuant to which we agreed to repurchase from Mr. Harrell 500,000 shares of our common stock for aggregate consideration of \$390,000, representing a purchase price of \$0.78 per share.

Also under the Agreement, we agreed that the consulting agreement with Mr. Harrell shall terminate on July 31, 2017, but that his non-compete agreement with us shall extend to July 31, 2019. The Agreement also stipulates that Mr. Harrell shall resign as a member of our board of directors effective June 30, 2017.

The foregoing description of the Agreement does not purport to be complete and is qualified in its entirety by reference to the complete text of the Agreement filed as Exhibit 10.1 hereto, and incorporated herein by reference.

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 Item 1.01 is incorporated into this Item 5.02 by reference.

There was no known disagreement with Mr. Harrell with any of our policies, procedures or practices. Mr. Harrell shall remain with us as a consultant for an additional month following his resignation date of June 30, 2017 as provided above.

With an effective date of June 30, 2017, our board of directors has appointed Mr. Gus D. Halas to serve as chairman of the board of directors.

SECTION 8 – OTHER EVENTS

Item 8.01 Other Events

On May 11, 2017, we issued a press release concerning the Agreement and the appointment of Mr. Halas as chairman. A copy of the press release is attached as Exhibit 99.1 hereto.

The information in Item 8.01 of this Current Report on Form 8-K (including Exhibit 99.1) shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934 (the “Exchange Act”) or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933 or the Exchange Act, except as expressly set forth by specific reference in such a filing.

SECTION 9 – FINANCIAL STATEMENTS AND EXHIBITS

Item 9.01 Financial Statements and Exhibits.

Exhibit No.	Description
10.1	Separation and Stock Purchase Agreement, dated May 11, 2017
99.1	Press Release, dated May 17, 2017

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/ Douglas Baker

Douglas Baker

Chief Financial Officer

Date: May 17, 2017

Separation and Stock Purchase Agreement dated May 11, 2017 by and between OptimizeRx Corporation, 400 Water St, Suite 200 Rochester, Michigan 48307 (“**Buyer**”) and David Harrell (“**Seller**”).

For good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Seller shall sell to Buyer and Buyer shall purchase from Seller five hundred thousand (500,000) shares of the common stock, \$.001 par value, of OptimizeRx Corporation (“**Shares**”) at a price of \$0.78 per share for an aggregate price of (\$390,000)(“**Purchase Price**”).
 2. As soon as practical following the execution hereof, Seller shall deliver to Buyer one or more certificates representing the Shares duly endorsed by Seller for transfer to Buyer, whereupon Buyer shall electronically transfer the Purchase Price to the account specified by Seller in accordance with the transfer instructions provided by Seller. The purchase and sale of the Shares shall be deemed consummated for all purposes when Buyer’s electronic transfer of the Purchase Price to Seller is delivered.
 3. Seller is responsible for and shall timely pay all taxes associated with the sale of the Shares to Buyer and Buyer has no obligation to pay same or to reimburse Buyer therefor.
 4. Seller represents and warrants that:
 - a. Seller has, and will transfer to Buyer, good and marketable title to the Shares, free and clear of all liens, claims and encumbrances;
 - b. This Agreement has been duly executed and delivered by Seller, and constitutes his valid and binding agreement enforceable in accordance with its terms;
 - c. Seller’s execution, delivery and performance of this Agreement (a) require no action by or in respect of, or filing with, or consent of, any governmental body, agency or official or any other person and (b) do not contravene, or constitute a default under, any provision of applicable law or regulation or of any agreement, judgment, injunction, order, decree or any other instrument binding on him;
 - d. Seller is a sophisticated individual familiar with transactions similar to those contemplated by this agreement, has considerable knowledge and experience in financial and business matters, and is capable of evaluating the merits and risks of the transaction described herein;
 - e. Seller has evaluated the merits and risks of selling the Shares on the terms set forth in this Agreement, and is willing to forego through such sale the potential for future economic gain (or loss) that might be realized from the Shares;
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- f. Seller (a) has negotiated this agreement on an arms-length basis and has had an opportunity to consult with legal and financial advisors concerning this agreement and its subject matter and (b) as a member of Buyer's board of directors, has had access to such information regarding the business and finances of the Buyer and such other matters with respect to Buyer as requested and as a reasonable person would consider in evaluating the transactions contemplated hereby, including, in particular, all information necessary to determine the fair market value of the Shares and the financial statements of Buyer for all relevant periods.
5. Seller acknowledges that:
 - a. Buyer is not acting as a fiduciary or financial or investment adviser to Seller, and has not given Seller any investment advice, opinion or other information on whether the sale of the Shares is prudent; and
 - b. The price for the Shares may significantly appreciate or depreciate over time and by agreeing to sell the Shares pursuant to this Agreement, Seller is giving up the opportunity to sell or otherwise realize value from the Shares at a possible higher price in the future.
 6. Buyer represents and warrants that:
 - a. This Agreement has been duly executed and delivered by Buyer, and constitutes its valid and binding agreement enforceable in accordance with its terms;
 - b. This Agreement and the purchase of the Shares have been authorized by the Buyer's board of Directors;
 - c. Buyer's execution, delivery and performance of this Agreement (a) require no action by or in respect of, or filing with, or consent of, any governmental body, agency or official or any other third party and (b) do not contravene, or constitute a default under, any provision of applicable law or regulation or of any agreement, judgment, injunction, order, decree or any other instrument binding on it.
 7. The Harrell Corporate Consulting Agreement dated May 5, 2016 between Buyer and Seller shall terminate on July 31, 2017 but otherwise remains in full force and effect until that date. No compensation shall be due or payable thereafter to Seller under such agreement.
 8. Effective June 30, 2017, Seller resigns from the Buyer's board of directors.
 9. The Separation Agreement and Release dated May 5, 2016 between Buyer and Seller remains in full force and effect.
 10. The Consultant Confidentiality, Invention Assignment and Non-Compete Agreement dated May 5, 2016 between Seller and Buyer remains in full force and effect.

11. The parties' obligations under this Agreement, which by their nature are intended to continue beyond the termination or expiration of this Agreement, will survive the termination or expiration of this Agreement.
12. All notices and communications hereunder will be deemed given when mailed by certified or registered mail, postage prepaid to a party at the address set forth above or such other address as the party may designate in writing to the other from time to time.
13. This agreement is governed by Michigan law.
14. A party's failure to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder will not be construed as a waiver of such term, condition, right, or privilege in the future
15. The parties may execute this agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement.
16. This agreement is entire and complete as to all of its terms and supersedes all previous agreements, promises, proposals and representations made between the parties, including any oral or written representations made by any representatives and/or agents of a party or any marketing materials, advertising or other media. No modification or amendment of this Agreement will be binding unless agreed to in writing and signed by both parties.

In Witness Whereof, the parties have signed and delivered this agreement as of the date first above written.

OptimizeRx Corporation

By: _____

David Harrell



OptimizeRx Appoints Gus D. Halas as Chairman of the Board

Rochester, MI (May 17, 2017) OptimizeRx Corp. (OTCQB: OPRX), the leading aggregator of pharmaceutical-sponsored services in electronic health record (EHR) platforms, has appointed company director, Gus D. Halas, as chairman of the board, effective June 30, 2017. He will succeed retiring chairman and company founder, David Harrell.

Harrell is recognized as a leading pharmaceutical industry innovator who pioneered the development of point-of-care marketing. As the company's CEO until February of last year, Harrell created the first technology and network to automate customized copay savings and other patient support directly within a physicians' existing electronic prescribing workflow.

Today, OptimizeRx offers the largest point-of-prescribe promotional network in the industry, reaching more than 500,000 healthcare providers through more than 370 electronic health record systems (EHRs) nationwide. Through this broad network, OptimizeRx delivers patient support for 25 of the world's largest pharmaceutical companies.

"Over the course of the last year, my primary role as chairman has been to assist in the transition of leadership, including the succession of William Febbo as CEO and now Gus as our new chairman," said Harrell. "Given our strong revenue growth in the first quarter and the expected further acceleration in the current quarter and beyond, I'm confident OptimizeRx is now well positioned to pursue the billion-dollar market opportunity we created."

"I also want to express my sincere gratitude to all OptimizeRx's employees, technology and pharmaceutical partners, board members and shareholders who have worked together to deliver millions of dollars in savings to patients while encouraging greater compliance with their prescriptions," continued Harrell. "I couldn't be more proud of what we've accomplished or more optimistic about the future of OptimizeRx."

Febbo commented: "On behalf of the staff and members of the board, we extend our deepest appreciation for Dave's service and dedication to OptimizeRx, and especially for his vision of delivering better and more affordable healthcare which has formed its foundation. Dave's leadership and insights over the last year have been invaluable, creating a smooth transition and helping us set the right course ahead."

Commented Halas: "Thanks to the leadership of Dave and Will, OptimizeRx is now well established as the leading health technology company for the pharmaceutical industry at point of care, offering the broadest and deepest reach to healthcare providers. As the company's new chairman, I will work closely with the board and management in taking OptimizeRx to the next level of growth and development, with the effort supported by increased investments in sales, products and marketing."

Halas has served as director of OptimizeRx for nearly three years, and brings to the chair extensive operational experience and accomplishment across a range of industries. He also currently serves on the boards of Triangle Petroleum, a publicly-held, independent energy company, and Hooper Holmes, a publicly-held health and wellness company. He is a member of the advisory board of White Deer Energy, and previously served as CEO of Central Garden and Pet Corp, a leading pet care retailer. He holds a Bachelor of Science in Physics and a Bachelor of Science in Economics from Virginia Polytechnic Institute and State University.

OptimizeRx's consulting agreement with Harrell, which was previously scheduled to end on September 30, 2017, will now end July 31, 2017. The company will also acquire 500,000 shares of Harrell's common stock of OptimizeRx at \$0.78 per share, after which Harrell will have approximately 2.1 million shares.

"We took this opportunity to reduce our shares outstanding at a fair price, while still maintaining the necessary cash levels to fund our growth initiatives," noted Febbo. "OptimizeRx management and the board believe the company's growth and strong prospects of both its pharmaceutical products and distribution network are not reflected by the company's current valuation."

About OptimizeRx Corp

Based in Rochester, Michigan, OptimizeRx Corporation is a health technology software company that is revolutionizing the point of care experience through technology to improve clinical decisions and outcomes. OptimizeRx's unique consumer and physician platforms help patients better afford and comply with their medicines and healthcare products, while offering pharmaceutical and healthcare companies effective ways to expand awareness, access and adherence to their medications.

The OptimizeRx core product replaces drug samples with electronic trial vouchers and copay coupon savings that are electronically added to an e-Prescription and sent electronically to the pharmacy and is integrated within leading electronic health record (EHR) platforms in the country, including Allscripts, DrFirst, NewCrop, Quest Diagnostics, Practice Fusion and other EHRs to reach over 500,000 healthcare providers. In turn, OptimizeRx promotes patient savings and support from the world's largest pharmaceutical companies, including Pfizer, Lilly, Novartis, AstraZeneca, and many others. For more information, visit www.optimizeRx.com.

Important Cautions Regarding Forward Looking Statements

This press release contains forward-looking statements within the definition of Section 27A of the Securities Act of 1933, as amended and such section 21E of the Securities Act of 1934, amended. These forward-looking statements should not be used to make an investment decision. The words 'estimate,' 'possible' and 'seeking' and similar expressions identify forward-looking statements, which speak only as to the date the statement was made. The company undertakes no obligation to publicly update or revise any forward-looking statements, whether because of new information, future events, or otherwise. Forward-looking statements are inherently subject to risks and uncertainties, some of which cannot be predicted, or quantified. Future events and actual results could differ materially from those set forth in, contemplated by, or underlying the forward-looking statements. The risks and uncertainties to which forward-looking statements are subject include, but are not limited to, the effect of government regulation, competition and other material risks.

OptimizeRx Contact:

Doug Baker, CFO
dbaker@optimizeRx.com
Tel (248) 651-6568 x807

Investor Relations Contact:

Ron Both
CMA
oprX@cma.team
Tel (949) 432-7557
