

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): September 12, 2018

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 September 12, 2018, we executed amendments to the employment agreement with our executive officers, William Febbo, Miriam Paramore, Terry Hamilton and Doug Baker. The majority of the updates reflect previously disclosed changes that had not yet been incorporated into the written agreements.

As a universal and new change, the Company’s bonus plan was amended to include a change of control bonus ranging from \$0 to up to \$750,000, depending on the transaction price, for each of these four executive officers, if a change of control transaction occurs in either 2018 or 2019.

We also increased the salary for Ms. Paramore from \$220,000 annually to \$250,000 annually retroactive to August 1, 2018.

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 Mr. Febbo, Ms. Paramore, Mr. Hamilton and Mr. Baker 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 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 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 William Febbo, dated September 10, 2018</u>
10.2	<u>Amendment to Employment Agreement with Miriam Paramore, dated September 10, 2018</u>
10.3	<u>Amendment to Employment Agreement with Terry Hamilton, dated September 10, 2018</u>
10.4	<u>Amendment to Employment Agreement with Doug Baker, dated September 10, 2018</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/ Doug Baker

Doug Baker
Chief Financial Officer

Date: September 14, 2018



September 10, 2018

William Febbo
154 Vassal Lane
Cambridge, MA
02138

Dear Will:

On behalf of OptimizeRx Corporation (the "Company" or "OptimizeRx"), the following will update and amend your letter agreement dated February 12, 2016 (the "Offer Letter") concerning your employment as Chief Executive Officer of the Company, which commenced on February 22, 2016 (the "Hire Date"). This role will continue to report directly to the Board of Directors. You will continue to serve as a member of the Company's board of directors. The Company is located in Rochester, Michigan, but the Company recognizes you live in Cambridge, Massachusetts and will require extensive travel.

Compensation

Effective January 1, 2018, your base salary will increase to \$275,000.00 annually, and will increase to \$300,000 effective January 1, 2019. You will be paid semi-monthly in accordance with our normal payroll procedure. All forms of compensation referred to in this letter agreement are subject to reduction to reflect applicable withholding and payroll taxes and other deductions required by law, except as otherwise agreed herein. Your annual compensation will be reviewed by the compensation committee or the board of directors annually and will be adjusted at their discretion.

Bonus

As Chief Executive Officer, you are eligible for a bonus as outlined in the Company bonus plan. Your annual bonus target will be 50% of your annual salary, payable in a lump sum at such time as may be determined by our Board of Directors, but no later than the earlier of ten (10) business days after we finalize our audited financial statements for the fiscal year; or one hundred and fifty (150) days following the end of such fiscal year. To be eligible to receive a payment, you must be employed by OptimizeRx at the time any bonuses are paid as set forth in more detail in the terms of the plan. Whether a bonus will be awarded, and in what amount, will be based on revenue goals and EBITDA as set forth in our bonus plan. Each year, you will have 30 days to review the proposed goals and present any changes to the board for their approval. . The bonus plan also includes a change of control bonus as set forth in the plan.

Equity

As Chief Executive Officer, you were granted a one-time stock option to purchase one million five hundred thousand (1,500,000) shares of restricted common stock (the "Option Grant") under the OptimizeRx 2013 Incentive Plan (the "Plan"). The Option Grant originally vested in 20% increments annually on each of the grant; first, second, third, fourth, and fifth anniversaries of the original grant date. The vesting schedule is hereby modified to vest the increment originally vesting on the fifth anniversary to vest on the 2nd anniversary. The exercise price per share of these stock options remains the thirty (30) day average of OptimizeRx's closing price per share prior to the Hire Date. Your Option Award will be subject to all the terms, conditions and restrictions of the Form of Option Grant Agreement and the Plan. Attachment A to the Offer Letter, which is incorporated herein by reference, sets forth the terms and conditions of your Form of Option Grant Agreement.

Benefits

You will be entitled to continue to participate in OptimizeRx's health and welfare benefit programs and four weeks of vacation and other benefit programs for which other employees of OptimizeRx are generally eligible, subject to any eligibility requirements of such plans and programs.

Additionally, travel and accommodations shall be provided during required time within the corporate offices per approved travel budget from board.

The Company will pay all premiums for a term life insurance policy for you in the amount of \$4,000,000 (Four Million Dollars). You will have the opportunity to designate one or more beneficiaries of such policy.

Severance Benefits

If (i) your employment is terminated by us without Cause (as defined below), (ii) you resign following an event constituting Good Reason (as defined below), provided that you have given written notice to the Company of such event within forty-five (45) days of its occurrence and the Company has failed to cure such event within thirty (30) days following receipt of such notice, or (iii) you no longer render services to us as a result of your death or Disability (as defined below), then you will receive a severance payment in the amount equal to twelve (12) months of your then applicable base pay, less applicable withholding taxes and regular deductions, payable in a lump sum ("Severance Benefits"). Health benefits will also be provided, at the Company's sole expense during the applicable severance term. a

Your receipt of the foregoing Severance Benefits is conditioned on you having first executed, and not revoked, a general release of claims in favor of OptimizeRx (in a form reasonably prescribed by us) and the return of all OptimizeRx property. The Severance Benefits will be paid in the form of a lump sum, in accordance with our standard payroll procedures, within sixty (60) days following your "separation from service," as defined under Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") (subject to a six-month delay if you are a "specified employee" as defined under the Treasury Regulations under Section 409A of the Code and such delay is required to avoid the penalty taxes that otherwise may be imposed by Section 409A of the Code).

To the extent that any provision of this letter agreement is ambiguous as to its exemption or compliance with Code Section 409A, the provision will be read in such a manner so that all payments hereunder are exempt from Code Section 409A to the maximum permissible extent, and for any payments where such construction is not tenable, that those payments comply with Code Section 409A to the maximum permissible extent. To the extent any payment under this letter agreement may be classified as a "short-term deferral" within the meaning of Code Section 409A, such payment shall be deemed a short-term deferral, even if it may also qualify for an exemption from Code Section 409A under another provision of Code Section 409A. Payments pursuant to this Offer Letter (or referenced in this Offer Letter) are intended to constitute separate payments for purposes of Section 1.409A-2(b)(2) of the regulations under Code Section 409A.

“Cause” means your (i) gross negligence or willful misconduct in the performance of your duties, in each case in a manner that causes material harm to the Company; (ii) commission of any act of fraud or material dishonesty with respect to the Company; (iii) conviction of, or plea of guilty or “no contest” to, a felony or a crime of moral turpitude or dishonesty; (iv) material breach of any proprietary information and inventions agreement with the Company, including the Employee Confidentiality, Invention Assignment and Non-Compete Agreement, or any other unauthorized use or disclosure of the OptimizeRx’s confidential information or trade secrets; or (v) repeated failure to perform the duties reasonably assigned to you in a manner that causes material harm to the Company.

“Disability” means (i) a permanent and total disability that entitles you to disability income payments under any long-term disability plan or policy provided by the Company under which you are covered, as such plan or policy is then in effect; or (ii) if you are not covered under a long-term disability plan or policy provided by the Company at such time for whatever reason, then the term “Disability” means that you are unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted, or can be expected to last, for a continuous period of not less than 12 months, and, in this case, the existence of any such Disability shall be certified by a physician reasonably acceptable to the Company.

“Good Reason” means (i) a material reduction or change in your duties, responsibilities, authority, power or function; or (ii) a material reduction in your annual compensation, including base salary and bonus (assuming all applicable target goals are met).

Change of Control Benefits

In the event of a Change in Control (as defined below) during which you were actively employed, you will receive (i) twelve (12) months of your final base pay rate; and (ii) if the Company’s equity awards are assumed in the Change in Control, accelerated vesting of the number of your then-unvested Company stock option shares it being acknowledge and agreed that this section shall supersede any language to the contrary in any other document including the Form of Option Grant Agreement (collectively, the “Change in Control Benefits”). The Change in Control Benefits would be provided in lieu of any other severance-related benefits for which you may be eligible.

“Change in Control” means: (i) the sale or other disposition of all or substantially all of the assets of the Company; (ii) any sale or exchange of the capital stock of the Company by the stockholders of the Company in one transaction or series of related transactions where more than fifty percent (50%) of the outstanding voting power of the Company is acquired by a person or entity or group of related persons or entities; (iii) any reorganization, consolidation or merger of the Company where the outstanding voting securities of the Company immediately before the transaction represent or are converted into less than fifty percent (50%) of the outstanding voting power of the surviving entity (or its parent corporation) immediately after the transaction; or (iv) the consummation of the acquisition of fifty-one percent (51%) or more of the outstanding stock of the Company pursuant to a tender offer validly made under any federal or state law (other than a tender offer by the Company). Notwithstanding the foregoing, a transaction will not be deemed a Change in Control unless the transaction qualifies as a change in control event within the meaning of Section 409A of the Code.

Section 280G

If any of the payments or benefits received or to be received by you from the Company (including, without limitation, any payment or benefits received in connection with a Change in Control or the termination of your employment, whether pursuant to the terms of this letter agreement or any other plan, arrangement, or agreement, or otherwise) (all such payments collectively referred to herein as the “280G Payments”) constitute “parachute payments” within the meaning of Section 280G of the Code and will be subject to the excise tax imposed under Section 4999 of the Code (the “Excise Tax”), the Company shall pay to you, no later than the time such Excise Tax is required to be paid by you or withheld by the Company, an additional amount equal to the sum of the Excise Tax payable by you, plus the amount necessary to put you in the same after-tax position (taking into account any and all applicable federal, state, and local excise, income, or other taxes at the highest applicable rates on such 280G Payments and on any payments under this Section 5.9 or otherwise) as if no Excise Tax had been imposed.

Employment Eligibility Verification

For purposes of federal immigration law, you will be required to provide to us documentary evidence of your identity and eligibility for employment in the United States. Such documentation must be provided to us within three (3) business days of your Hire Date, or our employment relationship with you may be terminated.

Employment at Will

If you choose to accept this offer, your employment with us will be voluntarily entered into and will be for no specified period. As a result, you will be free to resign at any time, for any reason, as you deem appropriate. We will have a similar right and may terminate our employment relationship with you at any time, with or without Cause or advance notice.

Exclusive Employment

While you render services to us, you agree that you will not engage in any other employment, consulting or other business activity without our prior written consent.. While you render services to us, you also will not assist any person or entity in competing with us, in preparing to compete with us or in hiring any of our employees or consultants.

Confidentiality, Invention Assignment and Non-Compete

As a condition of employment, you will be required to execute the Employee Confidentiality, Invention Assignment and Non-Compete Agreement between you and the Company. Please see Attachment C to the Offer Letter, which is incorporated herein by reference, for the complete terms and conditions this agreement.

Choice of Law, Exclusive Venue

THIS AGREEMENT, AND ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, ENFORCEMENT AND INTERPRETATION OF THIS AGREEMENT, WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF MICHIGAN, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS (WHETHER THE STATE OF MICHIGAN OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF MICHIGAN. THE PARTIES AGREE THAT ALL DISPUTES, LEGAL ACTIONS, SUITS AND PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT EXCLUSIVELY IN A FEDERAL OR STATE COURT LOCATED IN DETROIT, MICHIGAN (COLLECTIVELY THE "DESIGNATED COURTS").

EACH PARTY HEREBY CONSENTS AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE DESIGNATED COURTS. NO LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT MAY BE BROUGHT IN ANY OTHER FORUM. EACH PARTY HEREBY IRREVOCABLY WAIVES ALL CLAIMS OF IMMUNITY FROM JURISDICTION AND ANY OBJECTION WHICH SUCH PARTY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING IN ANY DESIGNATED COURT, INCLUDING ANY RIGHT TO OBJECT ON THE BASIS THAT ANY DISPUTE, ACTION, SUIT OR PROCEEDING BROUGHT IN THE DESIGNATED COURTS HAS BEEN BROUGHT IN AN IMPROPER OR INCONVENIENT FORUM OR VENUE.

Acceptance of Offer

This letter agreement, and all of its attachments, constitute the entire agreement between you and us regarding the terms and conditions of your employment with OptimizeRx and together supersede any prior representations or agreements, whether written or oral. This letter, along with any attachments hereto, may not be modified or amended except by a written agreement signed by an authorized person of OptimizeRx.

Accepted by Employer:

Accepted by Employee:

/s/ Douglas P. Baker 09/10/18
Douglas P. Baker (Date)

/s/ William J. Febbo 09/10/18
William J. Febbo (Date)



Employment Agreement

This updated agreement made and entered into this September 10, 2018, by and between OptimizeRx Corporation, a Nevada Company, hereinafter referred to as "Employer" and Miriam Paramore, hereinafter referred to as the "Employee".

The Employer is engaged in the business of Pharmaceutical and healthcare promotion to physicians and consumers through their electronic platforms and other means and desires Miriam Paramore to serve as the President for the company.

Base Salary. Your annual base salary is \$250,000 at the rate of \$10,416.67 per semi-monthly pay period, representing payment for all hours worked ("Base Salary"). Your Base Salary is payable in accordance with the Company's regular payroll practices and subject to customary and required withholdings and deductions.

Bonus

As President, you are eligible for a bonus as outlined herein. Your annual bonus target will be 40% of your annual salary, payable in a lump sum at such time as may be determined by our Board of Directors, but no later than the earlier of ten (10) business days after we finalize our audited financial statements for the fiscal year; or ninety (90) days following the end of such fiscal year. To be eligible to receive a payment, you must be employed by OptimizeRx at the time any bonuses are paid. Whether a bonus will be awarded, and in what amount, will be based on revenue goals and EBITDA as set forth in our bonus plan. The bonus plan also includes a change of control bonus as set forth in the plan.

Job Responsibilities. As President, your responsibilities will include, but are not limited to the following:

- Manage all day-to-day elements of the business
 - Coordinate between product, technology, strategy and commercial activities for pharmaceutical companies, agencies and channel partners
 - Meet Channel growth and Revenue Goals through distribution of OptimizeRx Solutions
 - Assist CEO in all strategic decisions around product, technology and partnerships
 - Providing relevant reporting and research to CEO and Board as requested or required, with frequent attendance and presentation of results
 - Management the compensation and MBO plans for all team members
 - Manage the revenue assessment of all new product, service or channel
-

Employee Benefits. In addition to your compensation, you will have the opportunity to participate in various Company benefit programs offered to employees, pursuant to the terms and conditions of such programs, including applicable waiting periods prior to eligibility. Currently, we offer employees a 401(k) plan, group medical and dental insurance and short and long-term disability benefits. Our 401k plan includes a company match of up to 4%, depending on how much you contribute. You will also be eligible to participate in the Company vacation plan. Please note that the Company reserves the right to change or discontinue any of our benefits, plans, providers, and policies, at any time.

Expense Reimbursement. We will reimburse you for all approved business travel costs incurred by you pursuant to the terms of the Company travel policy. Additionally, travel and accommodations shall be provided during required time within the corporate offices per approved travel budget from board.

At-Will Employment. Please note that you are not being offered employment for a definite period of time, and that either you or the Company may terminate your employment at any time for any reason, with or without cause or notice, except as prohibited by law. Nothing in this offer to you should be interpreted as creating anything other than an at-will employment relationship.

Severance Pay. If your employment agreement is terminated at any time by the Company without cause, the Company shall continue to pay you, as severance pay, the monthly portion of your Base Compensation for a period of twelve (12) months following such termination, subject to your continued compliance with the terms and conditions of this Agreement and the Business Protection Agreement.

409A. To the extent that any provision of this letter agreement is ambiguous as to its exemption or compliance with Code Section 409A, the provision will be read in such a manner so that all payments hereunder are exempt from Code Section 409A to the maximum permissible extent, and for any payments where such construction is not tenable, that those payments comply with Code Section 409A to the maximum permissible extent. To the extent any payment under this letter agreement may be classified as a “short-term deferral” within the meaning of Code Section 409A, such payment shall be deemed a short-term deferral, even if it may also qualify for an exemption from Code Section 409A under another provision of Code Section 409A. Payments pursuant to this agreement (or referenced in this agreement) are intended to constitute separate payments for purposes of Section 1.409A-2(b)(2) of the regulations under Code Section 409A.

Section 280G. If any of the payments or benefits received or to be received by you from the Company (including, without limitation, any payment or benefits received in connection with a Change in Control or the termination of your employment, whether pursuant to the terms of this letter agreement or any other plan, arrangement, or agreement, or otherwise) (all such payments collectively referred to herein as the “280G Payments”) constitute “parachute payments” within the meaning of Section 280G of the Code and will be subject to the excise tax imposed under Section 4999 of the Code (the “Excise Tax”), the Company shall pay to you, no later than the time such Excise Tax is required to be paid by you or withheld by the Company, an additional amount equal to the sum of the Excise Tax payable by you, plus the amount necessary to put you in the same after-tax position (taking into account any and all applicable federal, state, and local excise, income, or other taxes at the highest applicable rates on such 280G Payments and on any payments under this Section 5.9 or otherwise) as if no Excise Tax had been imposed.

Business Protection Agreement. The Company considers the protection of its confidential information, proprietary materials and goodwill to be extremely important. Accordingly, as a condition of your employment with the Company, you will be required to execute and return to the Company the enclosed Business Protection Agreement on or before your first day of employment.

Required I-9 Documentation. Your employment by the Company is also subject to you providing the Company with proof of your legal right to work in the United States by completing the Form I-9 and providing Company with the accepted documents specified on the Form I-9 on your first day of employment.

Certifications. As a condition of your employment, you certify to the Company that you are free to enter into and fully perform the duties of your position, and that you are not subject to any employment, confidentiality, non-competition or other agreement that would restrict your performance for the Company. If you are subject to any such agreement, please forward it to the Company as soon as possible.

Additionally, as a condition of your employment, you certify that you will not disclose to or use for the benefit of the Company any trade secret or confidential or proprietary information of any previous employer. You further affirm that you have not divulged or used any such information for the benefit of the Company, and that you have not and will not misappropriate any such information from any former employer.

Entire Agreement. This offer letter and your signed Business Protection Agreement, states the terms of your employment and supersedes and cancels any prior oral or written representations, offers or promises made by the Company and any understandings or agreements, whether written or oral, between the Company and you.

Accepted by Employer:

/s/ William J. Febbo 09/10/18
William J. Febbo (Date)

Accepted by Employee:

/s/ Miriam Paramore 09/10/18
Miriam Paramore (Date)



Employment Agreement

This updated agreement made and entered into this September 10, 2018, by and between OptimizeRx Corporation, a Nevada Company, hereinafter referred to as "Employer" and Terry Hamilton, hereinafter referred to as the "Employee".

The Employer is engaged in the business of Pharmaceutical and healthcare promotion to physicians and consumers through their electronic platforms and other means and desires Terry Hamilton to serve as the Senior Vice President of Sales for the company.

Base Compensation. Your annual base salary is \$210,000, payable at a rate of \$8,750.00 per semi-monthly pay period, representing payment for all hours worked ("Base Compensation"). Your Base Compensation is payable in accordance with the Company's regular practices.

Bonus. In addition to your Base Compensation, you will be eligible to participate in the Company's executive bonus plan, subject to its terms and conditions, with an annual target bonus of 40 % of your Base Compensation. The bonus plan also includes a change of control bonus as set forth in the plan. Subject to board approval and registration of the plans and related legal compliance, you will also have the option to take the bonus in equity or in a split 50/50 arrangement with 50% in cash and 50 % in equity. The option to take all, or a portion, of your bonus in equity is at your discretion.

Employee Benefits. In addition to your compensation, you will have the opportunity to participate in various Company benefit programs generally offered to employees, pursuant to the terms and conditions of such programs, including applicable waiting periods prior to eligibility. Currently, we offer employees a 401(k) plan, group medical and dental insurance and short and long term disability benefits. Please note that the Company reserves the right to change or discontinue any of our benefits, plans, providers, and policies, at any time.

Job Responsibilities. As Sr. Vice President of Sales reporting to the CEO, you are an essential member and part of our corporate management that is responsible for directing our sales force, expanding our customer base, and achieving overall sales goals. You shall use your best efforts and devote your full time and attention to the business of the Company on a full time basis and shall at all times faithfully and industriously and to the best of your ability, experience and talent, perform all of the duties that may be required of you pursuant to the terms hereof. During the term hereof you shall not engage in any other new employment or consulting activities without the express written consent of the Company other than civic, charitable and/or religious activities, directing your own passive investments and/or serving on boards of directors of other entities so long as such activities do not interfere or conflict with your duties hereunder as reasonably determined by the Company.

Expense Reimbursement. The Company will reimburse you for all approved business travel costs incurred by you pursuant to the terms of the Company travel policy.

At-Will Employment. Please note that you are not being offered employment for a definite period of time, and that the Company may terminate your employment at any time for any reason, with or without cause or notice, except as prohibited by law. Nothing in this offer to you should be interpreted as creating anything other than an at-will employment relationship. You also have the right to terminate your employment with the company at any time for any reason on thirty days' prior written notice.

Business Protection Agreement. The Company considers the protection of its confidential information, proprietary materials and goodwill to be extremely important. Accordingly, as a condition of your continued employment with the Company and the increase in bonus potential reflected herein, you will be required to execute and return to the Company the enclosed Business Protection Agreement.

Conflicts of Interest and Gifts. You will promptly disclose all current and potential interests, direct or indirect, in any entity dealing with the Company which may affect actions and decisions made by you as a representative of the Company, and fully disclose any gift which raises any reasonable possibility of conflict of interest.

Compliance. You will comply with all applicable laws and Company policies in performing your duties hereunder including federal and state securities laws.

Severance Pay. If your employment agreement is terminated at any time by the Company without cause, which termination shall be effective immediately upon the date of delivery of written notice to you (or at such later date as otherwise specified in such notice), the Company shall continue to pay you, as severance pay, the monthly portion of your Base Compensation for a period of twelve (12) months following such termination, subject to your continued compliance with the terms and conditions of this Agreement and the Business Protection Agreement.

Except as set forth herein, or as set forth in your option agreements, or as may be required by applicable law, you have no right to any specific compensation or benefits, and the Company shall have no obligations to pay any salary, bonus, severance payment, accrued vacation or other amounts in connection with any termination of your employment or attributable to the period after termination.

409A. To the extent that any provision of this letter agreement is ambiguous as to its exemption or compliance with Code Section 409A, the provision will be read in such a manner so that all payments hereunder are exempt from Code Section 409A to the maximum permissible extent, and for any payments where such construction is not tenable, that those payments comply with Code Section 409A to the maximum permissible extent. To the extent any payment under this letter agreement may be classified as a "short-term deferral" within the meaning of Code Section 409A, such payment shall be deemed a short-term deferral, even if it may also qualify for an exemption from Code Section 409A under another provision of Code Section 409A. Payments pursuant to this agreement (or referenced in this agreement) are intended to constitute separate payments for purposes of Section 1.409A-2(b)(2) of the regulations under Code Section 409A.

Section 280G

If any of the payments or benefits received or to be received by you from the Company (including, without limitation, any payment or benefits received in connection with a Change in Control or the termination of your employment, whether pursuant to the terms of this letter agreement or any other plan, arrangement, or agreement, or otherwise) (all such payments collectively referred to herein as the “280G Payments”) constitute “parachute payments” within the meaning of Section 280G of the Code and will be subject to the excise tax imposed under Section 4999 of the Code (the “Excise Tax”), the Company shall pay to you, no later than the time such Excise Tax is required to be paid by you or withheld by the Company, an additional amount equal to the sum of the Excise Tax payable by you, plus the amount necessary to put you in the same after-tax position (taking into account any and all applicable federal, state, and local excise, income, or other taxes at the highest applicable rates on such 280G Payments and on any payments under this Section 5.9 or otherwise) as if no Excise Tax had been imposed.

Required I-9 Documentation. Your employment with the Company is also subject to you providing, if you have not already done so, the Company with proof of your legal right to work in the United States by completing the Form I-9 and providing Company with the accepted documents specified on the Form I-9.

Certifications. By signing this letter, you certify to the Company that you are free to enter into and fully perform the duties of your position, and that you are not subject to any employment, confidentiality, non-competition or other agreement that would restrict your performance for the Company. .

Additionally, by signing this letter, you certify that you will not disclose to or use for the benefit of the Company any trade secret or confidential or proprietary information of any previous employer. You further affirm that you have not divulged or used any such information for the benefit of the Company, and that you have not and will not misappropriate any such information from any former employer.

Entire Agreement. This offer letter and your signed Business Protection Agreement, state the terms of your employment and supersede and cancel any prior oral or written representations, offers or promises made by the Company and any understandings or agreements, whether written or oral, between the Company and you.

Accepted by Employer:

Accepted by Employee:

/s/ William J. Febbo 09/10/18
William J. Febbo (Date)

/s/ Terry Hamilton 09/10/18
Terry Hamilton (Date)



Employment Agreement

This updated agreement made and entered into this September 10, 2018, by and between OptimizeRx Corporation, a Nevada Company, hereinafter referred to as "Employer" and Douglas P. Baker, hereinafter referred to as the "Employee".

The Employer is engaged in the business of Pharmaceutical and healthcare promotion to physicians and consumers through their electronic platforms and other means and desires Douglas P. Baker to serve as the Chief Financial Officer for the company.

Base Compensation. Your annual base salary is \$220,000, payable at a rate of \$9,167.67 per semi-monthly pay period, representing payment for all hours worked ("Base Compensation"). Your Base Compensation is payable in accordance with the Company's regular practices.

Bonus. In addition to your Base Compensation, you will be eligible to participate in the Company's executive bonus plan, subject to its terms and conditions, with an annual target bonus of 40 % of your Base Compensation. The bonus plan also includes a change of control bonus as set forth in the plan. Subject to board approval and registration of the plans and related legal compliance, you will also have the option to take the bonus in equity or in a split 50/50 arrangement with 50% in cash and 50 % in equity. The option to take all, or a portion, of your bonus in equity is at your discretion.

Employee Benefits. In addition to your compensation, you will have the opportunity to participate in various Company benefit programs generally offered to employees, pursuant to the terms and conditions of such programs, including applicable waiting periods prior to eligibility. Currently, we offer employees a 401(k) plan, group medical and dental insurance and short and long term disability benefits. Please note that the Company reserves the right to change or discontinue any of our benefits, plans, providers, and policies, at any time.

Job Responsibilities. As Chief Financial Officer, your responsibilities include oversight and management of all financial and human resources activities, as well as other duties from time-to-time assigned by the CEO. You shall use your best efforts and devote your full time and attention to the business of the Company on a full time basis and shall at all times faithfully and industriously and to the best of your ability, experience and talent, perform all of the duties that may be required of you pursuant to the terms hereof. During the term hereof you shall not engage in any other new employment or consulting activities without the express written consent of the Company other than civic, charitable and/or religious activities, directing your own passive investments and/or serving on boards of directors of other entities so long as such activities do not interfere or conflict with your duties hereunder as reasonably determined by the Company.

Expense Reimbursement. The Company will reimburse you for all approved business travel costs incurred by you pursuant to the terms of the Company travel policy.

At-Will Employment. Please note that you are not being offered employment for a definite period of time, and that the Company may terminate your employment at any time for any reason, with or without cause or notice, except as prohibited by law. Nothing in this offer to you should be interpreted as creating anything other than an at-will employment relationship. You also have the right terminate your employment with the company at any time for any reason on thirty days' prior written notice.

Business Protection Agreement. The Company considers the protection of its confidential information, proprietary materials and goodwill to be extremely important. Accordingly, as a condition of your continued employment with the Company and the increase in compensation reflected herein, you will be required to execute and return to the Company the enclosed Business Protection Agreement.

Conflicts of Interest and Gifts. You will promptly disclose all current and potential interests, direct or indirect, in any entity dealing with the Company which may affect actions and decisions made by you as a representative of the Company, and fully disclose any gift which raises any reasonable possibility of conflict of interest.

Compliance. Unless otherwise directed by the CEO or Board of Directors, you will to the best of your knowledge comply with all applicable laws and Company policies in performing your duties hereunder including federal and state securities laws.

Severance Pay. If your employment agreement is terminated at any time by the Company without cause, which termination shall be effective immediately upon the date of delivery of written notice to you (or at such later date as otherwise specified in such notice), the Company shall continue to pay you, as severance pay, the monthly portion of your Base Compensation for a period of twelve (12) months following such termination, subject to your continued compliance with the terms and conditions of this Agreement and the Business Protection Agreement.

Except as set forth herein, or as set forth in your option agreements, or as may be required by applicable law, you have no right to any specific compensation or benefits, and the Company shall have no obligations to pay any salary, bonus, severance payment, accrued vacation or other amounts in connection with any termination of your employment or attributable to the period after termination.

409A. To the extent that any provision of this letter agreement is ambiguous as to its exemption or compliance with Code Section 409A, the provision will be read in such a manner so that all payments hereunder are exempt from Code Section 409A to the maximum permissible extent, and for any payments where such construction is not tenable, that those payments comply with Code Section 409A to the maximum permissible extent. To the extent any payment under this letter agreement may be classified as a "short-term deferral" within the meaning of Code Section 409A, such payment shall be deemed a short-term deferral, even if it may also qualify for an exemption from Code Section 409A under another provision of Code Section 409A. Payments pursuant to this agreement (or referenced in this agreement) are intended to constitute separate payments for purposes of Section 1.409A-2(b)(2) of the regulations under Code Section 409A.

Change of Control "Change in Control" means: (i) the sale or other disposition of all or substantially all of the assets of the Company; (ii) any sale or exchange of the capital stock of the Company by the stockholders of the Company in one transaction or series of related transactions where more than fifty percent (50%) of the outstanding voting power of the Company is acquired by a person or entity or group of related persons or entities; (iii) any reorganization, consolidation or merger of the Company where the outstanding voting securities of the Company immediately before the transaction represent or are converted into less than fifty percent (50%) of the outstanding voting power of the surviving entity (or its parent corporation) immediately after the transaction; or (iv) the consummation of the acquisition of fifty-one percent (51%) or more of the outstanding stock of the Company pursuant to a tender offer validly made under any federal or state law (other than a tender offer by the Company). Notwithstanding the foregoing, a transaction will not be deemed a Change in Control unless the transaction qualifies as a change in control event within the meaning of Section 409A of the Code.

Section 280G

If any of the payments or benefits received or to be received by you from the Company (including, without limitation, any payment or benefits received in connection with a Change in Control or the termination of your employment, whether pursuant to the terms of this letter agreement or any other plan, arrangement, or agreement, or otherwise) (all such payments collectively referred to herein as the "280G Payments") constitute "parachute payments" within the meaning of Section 280G of the Code and will be subject to the excise tax imposed under Section 4999 of the Code (the "Excise Tax"), the Company shall pay to you, no later than the time such Excise Tax is required to be paid by you or withheld by the Company, an additional amount equal to the sum of the Excise Tax payable by you, plus the amount necessary to put you in the same after-tax position (taking into account any and all applicable federal, state, and local excise, income, or other taxes at the highest applicable rates on such 280G Payments and on any payments under this Section 5.9 or otherwise) as if no Excise Tax had been imposed.

Required I-9 Documentation. Your employment with the Company is also subject to you providing, if you have not already done so, the Company with proof of your legal right to work in the United States by completing the Form I-9 and providing Company with the accepted documents specified on the Form I-9.

Certifications. By signing this letter, you certify to the Company that you are free to enter into and fully perform the duties of your position, and that you are not subject to any employment, confidentiality, non-competition or other agreement that would restrict your performance for the Company. .

Additionally, by signing this letter, you certify that you will not disclose to or use for the benefit of the Company any trade secret or confidential or proprietary information of any previous employer. You further affirm that you have not divulged or used any such information for the benefit of the Company, and that you have not and will not misappropriate any such information from any former employer.

Entire Agreement. This offer letter and your signed Business Protection Agreement, state the terms of your employment and supersede and cancel any prior oral or written representations, offers or promises made by the Company and any understandings or agreements, whether written or oral, between the Company and you.

Accepted by Employer:

/s/ William J. Febbo 09/10/18
William J. Febbo (Date)

Accepted by Employee:

/s/ Douglas P. Baker 09/10/18
Douglas P. Baker (Date)