

UNITED STATES  
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): October 15, 2021

**OptimizeRx Corporation**

(Exact name of registrant as specified in charter)

Nevada

(State or other jurisdiction  
of incorporation)

001-38543

(Commission File Number)

26-1265381

(IRS 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

Not Applicable

(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 (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.001 Par Value	OPRX	The Nasdaq Capital Market

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.

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

On October 15, 2021, the Company entered into a letter agreement (the “2021 Agreement”), effective as of September 22, 2021 (the “Effective Date”), with William J. Febbo which updates and amends Mr. Febbo’s employment letter agreement to, among other things:

- provide that Mr. Febbo’s annual base salary will increase to \$450,000 upon execution of the 2021 Agreement, which base salary will be reviewed by the Compensation Committee annually and adjusted at their discretion;
- increase Mr. Febbo’s annual target bonus under the Company’s executive bonus plan to 100% of his annual base salary;
- provide that the Company will grant Mr. Febbo performance-based restricted stock units (the “RSUs”) on October 15, 2021 with an aggregate grant date value equal to \$12.5 million, which RSUs will be earned over a five-year period commencing on the grant date with three stock price milestone goals. The price basis for purposes of calculating the milestone goals will be based on the average closing price over the 30 trading days prior to the Effective Date (the “Base Price”). The three stock price milestone goals will be earned as follows: (i) one-third of the RSUs will be earned upon Achievement (as defined below) of a stock price that exceeds the Base Price by 50%; (ii) one-third of the RSUs will be earned upon Achievement of a stock price that exceeds the Base Price by 100%; and (iii) one-third of the RSUs will be earned upon Achievement of a stock price that exceeds the Base Price by 150%. “Achievement” of each one-third applicable stock price milestone means reaching a minimum closing stock price which is greater than or equal to such respective milestone stock price for a period of 30 consecutive trading days (the “Earned Milestone Date”). Each one-third portion of the earned RSUs will vest on the first anniversary of each of the Earned Milestone Dates. The milestones set forth above were set for compensation purposes only and do not constitute, and should not be viewed as, management’s projection of future results. The RSUs are expected to be Mr. Febbo’s equity award from the Company for the next five years (in lieu of any additional annual grants); however, the Compensation Committee may in its sole discretion reconsider any additional grants; and
- provide that notwithstanding anything to the contrary in the amendment to Mr. Febbo’s employment letter agreement, dated February 25, 2019, the RSUs granted on October 15, 2021 will be subject to the change in control provisions set forth in the Company’s 2021 Equity Incentive Plan.

The above summary of Mr. Febbo’s 2021 Agreement is qualified in its entirety by reference to the complete text of the 2021 Agreement, which is filed as Exhibit 10.1 to this Current Report and is incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits.**

Exhibit Number	Description
10.1*	<a href="#">Letter Agreement by and between the Company and William J. Febbo</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

\* Exhibits have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Company agrees to furnish supplementally a copy of any omitted exhibit to the SEC upon request.

**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**

Date: October 19, 2021

By: /s/ Marion Odence-Ford

Name: Marion Odence-Ford

Title: General Counsel

# OptimizeRx

September 22, 2021

William Febbo

Re: Third Addendum to the Offer Letter, dated February 25, 2019, as amended, by and between  
William Febbo and OptimizeRx Corporation

Dear Will,

On behalf of OptimizeRx Corporation (the “Company”), we are delighted to provide you with this letter agreement (this “Third Addendum”), effective as of September 22, 2021 (the “Agreement Date”) which will update and amend your letter agreement dated February 25, 2019 (the “Offer Letter”), as amended on March 10, 2020 and September 24, 2020. This role will continue to report directly to the Board of Directors. You will also 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 San Juan, Puerto Rico and this role will require extensive travel.

**Base Salary.** Effective upon signing of this Third Addendum, your annual base salary will increase to \$450,000.00 at the gross rate of \$18,750.00 per semi-monthly pay period, representing payment for all hours worked (“Base Salary”). Your total compensation, including Base Salary, will be reviewed annually by the Compensation Committee of the Board of Directors and will be adjusted at their discretion.

**Bonus.** In addition to your Base Salary, you will be eligible to continue participation in the Company’s executive bonus plan subject to its terms and conditions. Your annual target bonus will be One Hundred Percent (100%) of your Base Salary, payable in a lump sum, in the calendar year immediately following the calendar year in which it is earned, and on the date the Company designates for payment of bonuses to its employees. For the avoidance of doubt, you will be eligible for the full target bonus in 2022 for your performance in 2021. To be eligible to receive a bonus payment, you must be employed by the Company, and not under a notice of termination, at the time any bonuses are paid. Whether a bonus is awarded, and in what amount, will be based on revenue goals and EBITDA as determined by the Company, and approved by the Board, on an annual basis.

**Equity Grant.** The Company will grant you performance-based restricted stock units (“Performance-Based RSUs”) on October 15, 2021 (the “Grant Date”) with an aggregate Grant Date value equal to Twelve Million Five Hundred Thousand Dollars (\$12,500,000.00) (this “Equity Grant”), valued based on a Monte Carlo simulated valuation method using the fair market value of the Company common stock on the Nasdaq Stock Market on the Grant Date. The Performance-Based RSUs will be earned over a five-year period commencing on the Grant Date with three (3) stock price milestone goals. The price basis for purposes of calculating the milestone goals will be \$65.91 (the average closing price over the prior thirty (30) trading days, looking back from the Agreement Date (August 11, 2021 – September 22, 2021), the “Base Price”). The three stock price milestone goals will be earned as follows: (i) one-third (1/3) of the Performance-Based RSUs will be earned upon Achievement (as defined below) of a stock price that exceeds the Base Price by fifty percent (50%), or \$98.87; (ii) one-third (1/3) of the Performance-Based RSUs will be earned upon Achievement of a stock price that exceeds the Base Price by one hundred percent (100%), or \$131.82; and (iii) one-third (1/3) of the Performance-Based RSUs will be earned upon Achievement of a stock price that exceeds the Base Price by one hundred and fifty percent (150%), or \$164.78. “Achievement” of each one-third (1/3) applicable stock price milestone shall mean reaching a minimum closing stock price which is greater than or equal to such respective milestone stock price for a period of thirty (30) consecutive trading days (the “Earned Milestone Date”). Each one-third (1/3) portion of the earned Performance-Based RSUs shall vest on the first anniversary of each of the Earned Milestone Dates.

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This Equity Grant is expected to be your equity award from the Company for the next five (5) years (in lieu of any additional annual grants). Notwithstanding the foregoing, the Compensation Committee of the Board of Directors may in its sole discretion reconsider any additional grants.

Consistent with the foregoing, the Performance-Based RSUs will be granted to you pursuant to the terms of the 2021 Equity Incentive Plan, as may be amended from time to time, attached hereto as Exhibit A, and the Performance-Based RSU Award Agreement in substantially similar form attached hereto as Exhibit B, and shall be subject to the Company's Stock Ownership Guidelines, attached hereto as Exhibit C.

Taxes and Other Deductions: Your Base Salary is payable in accordance with the Company's regular payroll practices and all forms of compensation referred to in this letter agreement, including Base Salary, Bonus and Equity, are subject to reductions to reflect applicable withholding and payroll taxes and other deductions required by law.

Change of Control Benefits: Notwithstanding anything to the contrary in your Offer Letter, as amended, the Equity Grant set forth herein shall be subject to the Change in Control benefits set forth in the 2021 Equity Incentive Plan. All prior equity grants shall be subject to the Change in Control Benefits as set forth in your Offer Letter, as amended on September 24, 2020.

Employee Benefits. In addition to the benefits to which you are eligible under the Offer Letter, as amended, you will continue to be eligible to participate in our flexible Paid Time Off (PTO) policy. Please note that the Company reserves the right to change or discontinue any of our benefits, plans, providers, and policies, at any time.

Except as otherwise expressly set forth herein, all other terms of the Offer Letter, as amended, shall remain in full force and effect.

If you have any questions, please do not hesitate to call me to discuss. If this Third Addendum is acceptable, please sign and date below and return one copy of this Third Addendum to the Company.

With best regards,

/s/Doug Baker

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Doug Baker  
Chief Financial Officer

Acknowledged and agreed:

William J. Febbo

\_\_\_\_\_  
Printed Name:

/s/William J. Febbo

\_\_\_\_\_  
Signature:

October 15, 2021

\_\_\_\_\_  
Date: